

EXPANDED AGENDA

CITY COUNCIL AGENDA

Monday, January 10, 2022

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, 5:30 P.M.

Council Chambers (not televised)

1. The Rookery Activity Center (visit facility)
2. Review Regular Agenda

CITY COUNCIL MEETING, 6:30 P.M.

- *Oath of Office* – Mayor Rafferty; Council Members Stoesz and Cavegn
- Call to Order and Roll Call - **Ruhland, Stoesz, Cavegn, Rafferty present; Lyden absent**
- Pledge of Allegiance
- Open Mike / Public Comment *(in person or received in writing prior to meeting)*
There were no comments
- Setting the Agenda: Addition or Deletion of Agenda Items
The agenda was accepted as presented

SPECIAL PRESENTATION

Oath of Police Service – Police Officer, Samantha Bergeron

1. CONSENT AGENDA

- A) Consideration of Expenditures:
 - i) January 10, 2022 (Check No. 115655 through 115717) in the Amount of \$273,630.05
- B) Consider Approval of December 27, 2021 Council Meeting Minutes
- C) Consider Approval of Rookery Activity Center Expenditures
- D) Consider Approval of Advisory Board Appointments
- E) Consider Approval of Resolution 22-09, Centerville Lions Ice Fishing Contest, Exempt Raffle and Temporary On-Sale Liquor License Permit
- F) Consider Approval of Resolution 22-12, Approving On-Sale Wine, 3.2 On-Sale and Sunday Sales Liquor License for Mama Mia Mexican Grill

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

2. FINANCE DEPARTMENT REPORT

- A) Consider Approval of Resolution No. 22-10, Amending the 2021 General Fund Operating Budget, Hannah Lynch

Action Taken: Motion by Cavegn, seconded by Ruhland, to approve Resolution No. 22-10 as presented, was adopted

3. ADMINISTRATION DEPARTMENT REPORT

- A) Consider Appointment of Paid On Call Firefighter, Meg Sawyer

Action Taken: Motion by Cavegn, seconded by Ruhland, to approve the hiring of Brian Kisch as recommended, was adopted

- B) Consider Approval of Annual Appointments for 2022, Sarah Cotton

Action Taken: Motion by Ruhland, seconded by Stoesz, to approve the list of annual appointments as presented, was adopted

- C) Consider Appointment of Activity Center Manager, Meg Sawyer

Action Taken: Motion by Cavegn, seconded by Ruhland, to approve the hiring of Lisa Hanson Hamey, as recommended, was adopted

4. PUBLIC SAFETY DEPARTMENT REPORT

- A) Consider acceptance of Monetary Donation for Fire Division, John Swenson

Action Taken: Motion by Ruhland, seconded by Cavegn, to approve the acceptance of a \$100,000 donation to be used to purchase certain fire suppression equipment, was adopted

5. PUBLIC SERVICES DEPARTMENT REPORT

- A) Consider Approval of Resolution 22-11, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid, Water Tower No. 2 Reconditioning Project, Diane Hanke

Action Taken: Motion by Cavegn, seconded by Stoesz, to approve Resolution No. 22-11, as presented, was adopted

6. COMMUNITY DEVELOPMENT REPORT

- A) Consider Approval of Belland Farms and Associate Eye Care Partners, Katie Larsen

- i. Consider Resolution No. 22-03 Approving Final Plat
- ii. Consider Resolution No. 22-04 Approving Development Agreement
- iii. Consider Resolution No. 22-05 Approving Site Performance Agreement

Action Taken: Motion by Stoesz, seconded by Ruhland, to approve Resolution No. 22-03, Resolution No. 22-04 and Resolution No. 22-05 as presented, was adopted

- B) Consider Approval of MTO Properties Addition, Katie Larsen
 - i. Resolution No. 22-06 Approving Final Plat
 - ii. Resolution No. 22-07 Approving Development Agreement

Action Taken: Motion by Stoesz, seconded by Cavegn, to approve Resolution No. 22-07 and Resolution No. 22-07 as presented, was adopted

- C) Consider Approval of Resolution No. 22-08, Authorizing Northeast 35E Master Plan Study, Michael Grochala

Action Taken: Motion by Ruhland, seconded by Stoesz, to approve Resolution No. 22-08 as presented, was adopted

7. UNFINISHED BUSINESS





None

8. NEW BUSINESS

None

Adjournment

Action Taken: Motion by Cavegn, seconded by Stoesz, to adjourn at 7:15 p.m. was adopted

<i>Community Calendar – A Look Ahead</i>		
January 10, 2022 through January 24, 2022		
 Wednesday, January 12	6:30 pm, Council Chambers	Planning & Zoning Board
 Monday, January 17	CITY HALL CLOSED	Martin Luther King
 Monday, January 24	6:00 pm, Community Room	Council Work Session
 Monday, January 24	6:30 pm, Council Chambers	City Council Meeting



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Expenditures

January 10, 2022

Check #115655 to #115717

\$273,630.05

Accounts Payable

Check Detail

User: katie.christofferson
Printed: 01/07/2022 - 2:09PM



Check Number	Check Date	Check Description	Amount
2 - 1st Choice Document Destruction			
115663	01/10/2022		
Inv 21-2226		2320 Pounds of recycled paperand cardbo	600.00
115663 Total:			600.00
2 - 1st Choice Document Destruction Total:			600.00
14 - AFSCME Council #5 101-000-2040-000			
115657	01/07/2022	PR Batch 00002.01.2022 Union Dues A	
Inv PR Batch 00002.01.2022 Union Dues AFSCME PR Batch 00002.01.2022 Union Dues AFSCME			537.60
115657 Total:			537.60
14 - AFSCME Council #5 Total:			537.60
16 - Aid Electric Corporation			
115664	01/10/2022		
Inv 68156		Old City Hall Park heater electrical hoo	273.33
115664 Total:			273.33
16 - Aid Electric Corporation Total:			273.33
1595 - Allied Oil & Supply, Inc.			
115665	01/10/2022		
Inv 588792-00		55 gallon drum def fluid	173.55
115665 Total:			173.55
1595 - Allied Oil & Supply, Inc. Total:			173.55
54 - Aspen Mills, Inc.			
115666	01/10/2022		
Inv 274126		Uniform Allowance - A. Ng	36.50
Inv 274692		Body Armor	849.00
Inv 279211		Uniform Allowance - New Hire - S. Berger	202.50
Inv 284643		Uniforms	109.20
Inv 285601		Uniforms - Reserves	13.70
Inv 285839		Body Armor	899.00
Inv 285938		Uniform Allowance - B. Strub	67.70
Inv 285946		Uniform Allowance - A. Hallin	385.40

Check Number	Check Date	Check Description	Amount
115666 Total:			2,563.00
54 - Aspen Mills, Inc. Total:			2,563.00
864 - Boulder Contracting LLC			
115667	01/10/2022		
		Inv 2021-01312 Escrow Release - 1939 Red OakLn	900.00
115667 Total:			900.00
864 - Boulder Contracting LLC Total:			900.00
92 - Boyer Trucks, Inc.			
115668	01/10/2022		
		Inv 12/16/2021 Replace rusted engine oil pan, service o	2,332.07
115668 Total:			2,332.07
92 - Boyer Trucks, Inc. Total:			2,332.07
1163 - Cargill, Inc.			
115669	01/10/2022		
		Inv 2906739121 396,820 pounds of deicer	22,168.36
115669 Total:			22,168.36
1163 - Cargill, Inc. Total:			22,168.36
1590 - Cavegn, Tony			
115670	01/10/2022		
		Inv 1/1/2022 2022 Council Technology Stipend	500.00
115670 Total:			500.00
1590 - Cavegn, Tony Total:			500.00
116 - CenterPoint Energy			
115671	01/10/2022	110	
		Inv December 2021 160 Natural Gas	3,224.14
115671 Total:			3,224.14
116 - CenterPoint Energy Total:			3,224.14
117 - Central Pension Fund 101-000-2040-000			
115655	12/24/2021		
		Inv December 2021 December Central Pension Fund	4,992.00
115655 Total:			4,992.00

Check Number	Check Date	Check Description	Amount
117 - Central Pension Fund Total:			4,992.00
761 - Comcast 101-432-4321-502			
115672	01/10/2022		
		Inv 0131882 Phone & Internet services	355.61
115672 Total:			355.61
761 - Comcast Total:			355.61
175 - Delta Dental of Minnesota			
115658	01/07/2022	130	
		Inv January 2022 010 Dental Insurance Premiums	3,656.17
115658 Total:			3,656.17
175 - Delta Dental of Minnesota Total:			3,656.17
1805 - DSGW			
115673	01/10/2022		
		Inv 021121.00-3 RAC Renovation consulting services	2,510.00
115673 Total:			2,510.00
1805 - DSGW Total:			2,510.00
1783 - Edina Painting Company			
115674	01/10/2022		
		Inv 1871 Painting upper level fitness area and yo	3,750.00
		Inv 1872 Prep and paint metal railingson mezzani	3,900.00
115674 Total:			7,650.00
1783 - Edina Painting Company Total:			7,650.00
192 - Emergency Apparatus Maintenance			
115675	01/10/2022		
		Inv 121230 Repair control box #622	2,956.42
115675 Total:			2,956.42
192 - Emergency Apparatus Maintenance Total:			2,956.42
193 - Emergency Automotive Technologies			
115676	01/10/2022		
		Inv OAK21136 Build-out #320	8,593.56
		Inv OAK21136A Build-out #320	4,032.86
115676 Total:			12,626.42

Check Number	Check Date	Check Description	Amount
193 - Emergency Automotive Technologies Total:			12,626.42
199 - ESRI			
115677	01/10/2022		
Inv 94156924		ArcGIS Annual Maintenance	1,919.00
115677 Total:			1,919.00
199 - ESRI Total:			1,919.00
1388 - Eternity Homes LLC 801-000-2318-000			
115678	01/10/2022		
Inv 2020-01993		Escrow Release - 6759 RedwoodAve	4,300.00
115678 Total:			4,300.00
1388 - Eternity Homes LLC Total:			4,300.00
204 - Factory Motor Parts Company			
115679	01/10/2022		
Inv 159-061183		Door handle #403	83.98
115679 Total:			83.98
204 - Factory Motor Parts Company Total:			83.98
1458 - Fidelity Security Life Insurance Co. 101-000-2048-000			
115659	01/07/2022		
Inv 165101479		January Vision Insurance	100.69
115659 Total:			100.69
1458 - Fidelity Security Life Insurance Co. Total:			100.69
225 - Frattallone's/Circle Pines Ace			
115680	01/10/2022		
Inv 076651/G		Moving plates	38.97
115680 Total:			38.97
225 - Frattallone's/Circle Pines Ace Total:			38.97
264 - Hardwood Creek Lumber, Inc.			
115681	01/10/2022		
Inv 12386		Snow stakes	144.80
115681 Total:			144.80

Check Number	Check Date	Check Description	Amount
264 - Hardwood Creek Lumber, Inc. Total:			144.80
270 - Hauglies, Inc.			
115682	01/10/2022		
	Inv 13395	Consultation & Budgeting for floor cover	2,000.00
115682 Total:			2,000.00
270 - Hauglies, Inc. Total:			2,000.00
271 - Hawkins, Inc.			
115683	01/10/2022		
	Inv 6087174	Hydrofluosilicic Acid, Chlorine, LPC-5	9,278.84
	Inv 6090358	Chemical cylinder change-out	90.00
115683 Total:			9,368.84
271 - Hawkins, Inc. Total:			9,368.84
298 - Hugo Equipment Company			
115684	01/10/2022		
	Inv 175877	Snow blower parts	24.85
115684 Total:			24.85
298 - Hugo Equipment Company Total:			24.85
304 - Hydraulics Plus & Consulting			
115685	01/10/2022		
	Inv 14897	Cylinder repair #224	270.34
	Inv 14906	Hydraulic hose for the wing #215	107.02
115685 Total:			377.36
304 - Hydraulics Plus & Consulting Total:			377.36
306 - Image Printing & Graphics, Inc			
115686	01/10/2022		
	Inv 160134	UB Statements - 24,000	1,421.00
115686 Total:			1,421.00
306 - Image Printing & Graphics, Inc Total:			1,421.00
312 - International Union 101-000-2040-000			
115660	01/07/2022	PR Batch 00002.01.2022 Union Dues 4	
	Inv	PR Batch 00002.01.2022 Union Dues 49ers PR Batch 00002.01.2022 Union Dues 49ers	560.00
115660 Total:			560.00

Check Number	Check Date	Check Description	Amount
312 - International Union Total:			560.00
1697 - Isaac Sports Group, LLC			
115687	01/10/2022	Inv 1035 Consulting services - 3rd Payment 80% co	2,800.00
115687 Total:			2,800.00
1697 - Isaac Sports Group, LLC Total:			2,800.00
1004 - Ivy Ridge Home Builders, Inc.			
115688	01/10/2022	Inv 2020-01381 Escrow Release - 2166 DogwoodSt	3,400.00
115688 Total:			3,400.00
1004 - Ivy Ridge Home Builders, Inc. Total:			3,400.00
1224 - Lano Equipment			
115689	01/10/2022	Inv 02-883431 Glass door, mirror, oil and fluids #414	689.92
115689 Total:			689.92
1224 - Lano Equipment Total:			689.92
365 - Law Enforcement Labor Services 101-000-2040-000			
115661	01/07/2022	PR Batch 00002.01.2022 Union Dues L	
		Inv PR Batch 00002.01.2022 Union Dues LELS PR Batch 00002.01.2022 Union Dues LELS	1,430.00
115661 Total:			1,430.00
365 - Law Enforcement Labor Services Total:			1,430.00
1570 - Lyden, Christopher			
115690	01/10/2022	Inv 1/1/2022 2022 Council Technology Stipend	500.00
115690 Total:			500.00
1570 - Lyden, Christopher Total:			500.00
394 - Macqueen Equipment, Inc.			
115691	01/10/2022	Inv P01373 Turnout Gear	20,817.21
115691 Total:			20,817.21
394 - Macqueen Equipment, Inc. Total:			20,817.21

Check Number	Check Date	Check Description	Amount
399 - Mansfield Oil Company 101-431-4212-000			
115692	01/10/2022		
	Inv 22850560	Diesel fuel - 1,000 gallons, Gasoline -	7,977.33
115692 Total:			7,977.33
399 - Mansfield Oil Company Total:			7,977.33
416 - Medica			
115662	01/07/2022	194	
	Inv January 2022	110 Health Insurance Premiums	43,960.34
115662 Total:			43,960.34
416 - Medica Total:			43,960.34
418 - Menards - Forest Lake			
115693	01/10/2022		
	Inv 73780	Air hose and compressor	179.98
	Inv 75163	Aspen board	200.83
	Inv 75806	Paint, primer, roller, spackling knife,	55.67
115693 Total:			436.48
418 - Menards - Forest Lake Total:			436.48
455 - MN Metro North Tourism Board 101-415-4900-000			
115694	01/10/2022		
	Inv 11/30/2021	November 2021 Tourism Tax	3,767.00
115694 Total:			3,767.00
455 - MN Metro North Tourism Board Total:			3,767.00
479 - Nardini Fire Equipment Co			
115695	01/10/2022		
	Inv IV00192127	New fire extinguisher, and inspections	462.90
	Inv IV00192128	Fire extinguisher inspections	232.70
	Inv IV00192129	Fire extinguisher inspections	187.85
115695 Total:			883.45
479 - Nardini Fire Equipment Co Total:			883.45
480 - NCPERS Group Life Insurance 101-000-2040-000			
115656	12/24/2021		
	Inv December 2021	December Life Insurance Premiums	272.00
115656 Total:			272.00

Check Number	Check Date	Check Description	Amount
480 - NCPERS Group Life Insurance Total:			272.00
509 - O'Reilly Automotive Stores			
115696	01/10/2022		
		Inv 5914-185335 Wheel weights	9.83
115696 Total:			9.83
509 - O'Reilly Automotive Stores Total:			9.83
546 - Pump's Tire Service, Inc.			
115697	01/10/2022		
		Inv 150151042 Disposal of tires	75.00
		Inv 150151254 4 Tires #311	428.04
115697 Total:			503.04
546 - Pump's Tire Service, Inc. Total:			503.04
551 - Premium Waters, Inc. 101-432-4410-500			
115698	01/10/2022		
		Inv 608417-11-21 Kandiyohi water	100.63
115698 Total:			100.63
551 - Premium Waters, Inc. Total:			100.63
1092 - Quadient Finance USA, Inc.			
115699	01/10/2022		
		Inv 12/15/2021 Postage machine postage	500.00
115699 Total:			500.00
1092 - Quadient Finance USA, Inc. Total:			500.00
1376 - Rafferty, Robin G.			
115700	01/10/2022		
		Inv 1/1/2022 2022 Council Technology Stipend	500.00
115700 Total:			500.00
1376 - Rafferty, Robin G. Total:			500.00
853 - RDJ Specialties, Inc.			
115701	01/10/2022		
		Inv 114821 Kid's tattoos	715.00
115701 Total:			715.00

Check Number	Check Date	Check Description	Amount
853 - RDJ Specialties, Inc. Total:			715.00
1816 - Recreation Supply Co., Inc			
115702	01/10/2022		
	Inv 448027	Kickboards, buoys, hand bars	820.00
	Inv 448029	Life vests, lap lane pennants, pool rope	1,223.25
115702 Total:			2,043.25
1816 - Recreation Supply Co., Inc Total:			2,043.25
1451 - Ritter & Ritter Sewer Service, Inc.			
115703	01/10/2022		
	Inv 173190	Clean and televiser sanitary sewer	25,778.20
	Inv 173191	Clean large diameter sanitarysewer	13,594.75
115703 Total:			39,372.95
1451 - Ritter & Ritter Sewer Service, Inc. Total:			39,372.95
1393 - Ruhland, Michael S. 101-416-4331-000			
115704	01/10/2022		
	Inv 1/1/2022	2022 Council Technology Stipend	500.00
115704 Total:			500.00
1393 - Ruhland, Michael S. Total:			500.00
1410 - Rupp, Anderson, Squires & Waldspurger, P.A.			
115705	01/10/2022		
	Inv 14108	September Legal Fees	1,556.17
115705 Total:			1,556.17
1410 - Rupp, Anderson, Squires & Waldspurger, P.A. Total:			1,556.17
1535 - S&S Industrial Hardware Supply			
115706	01/10/2022		
	Inv 321064	Nuts & bolts #215	23.15
115706 Total:			23.15
1535 - S&S Industrial Hardware Supply Total:			23.15
1593 - Shred-it, c/o Stericycle, Inc.			
115707	01/10/2022		
	Inv 8000565520	Document destruction	83.11
115707 Total:			83.11

Check Number	Check Date	Check Description	Amount
1593 - Shred-it, c/o Stericycle, Inc. Total:			83.11
1029 - Stoesz, Dale K.			
115708	01/10/2022		
	Inv 1/1/2022	2022 Council Technology Stipend	500.00
115708 Total:			500.00
1029 - Stoesz, Dale K. Total:			500.00
645 - Streicher's, Inc.			
115709	01/10/2022		
	Inv 1540415	Uniform Allowance - N. Hamann	24.99
115709 Total:			24.99
645 - Streicher's, Inc. Total:			24.99
655 - TASC - Client Invoices			
115710	01/10/2022		
	Inv IN2226072	November Admin Fees	107.20
115710 Total:			107.20
655 - TASC - Client Invoices Total:			107.20
1761 - T-Mobile USA Inc			
115711	01/10/2022	20	
	Inv November 2021	60 Cell Phone/Wi-Fi Service	524.17
115711 Total:			524.17
1761 - T-Mobile USA Inc Total:			524.17
695 - UPS/United Parcel Service			
115712	01/10/2022		
	Inv 0000A91R28511	Shipping charge	22.45
115712 Total:			22.45
695 - UPS/United Parcel Service Total:			22.45
704 - W.W. Goetsch Associates, Inc.			
115713	01/10/2022		
	Inv 107241	New mixer pump for LS #8	6,852.00
	Inv 107269	New pump LS #2	8,540.98
115713 Total:			15,392.98

Check Number	Check Date	Check Description	Amount
704 - W.W. Goetsch Associates, Inc. Total:			15,392.98
545 - Walser Polar Chevrolet			
115714	01/10/2022		
		Inv 69678P22 Floor mats #318	115.00
115714 Total:			115.00
545 - Walser Polar Chevrolet Total:			115.00
729 - Winnick Supply, Inc.			
115715	01/10/2022		
		Inv 445129 Deming bits and aluminum pipewrenches	265.67
115715 Total:			265.67
729 - Winnick Supply, Inc. Total:			265.67
733 - WSB & Associates, Inc.			
115716	01/10/2022		
		Inv R-017458-000-10 October 2021 Tower Park Site Improvement	5,980.25
		Inv R017517-000-9 October Risk Assessment and Emergency Re	2,789.25
		Inv R-018678-000-4 October 2022 Road Project	3,461.00
115716 Total:			12,230.50
733 - WSB & Associates, Inc. Total:			12,230.50
734 - Xcel Energy			
115717	01/10/2022	110-Street Lights	
		Inv December 2021-1 110-Street Lights Electric	4,275.40
		Inv December 2021-2 130 Electric	18,972.67
115717 Total:			23,248.07
734 - Xcel Energy Total:			23,248.07
Total:			273,630.05

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
1/10/2022 City Council Meeting**

Vendor	Fund/Dept	Account	Amount	Check #	Description
AFSCME Council #5	101-000	101-000-2040-000	537.60	115657	PR Batch 00002.01.2022 Union Dues AFSCME
Central Pension Fund	101-000	101-000-2040-000	4,992.00	115655	December Central Pension Fund
Delta Dental of Minnesota	101-000	101-000-2040-000	325.52	115658	Dental Insurance Premiums
International Union	101-000	101-000-2040-000	560.00	115660	PR Batch 00002.01.2022 Union Dues 49ers
Law Enforcement Labor Services	101-000	101-000-2040-000	1,430.00	115661	PR Batch 00002.01.2022 Union Dues LELS
Medica	101-000	101-000-2040-000	129.16	115662	Health Insurance Premiums
NCPERS Group Life Insurance	101-000	101-000-2040-000	272.00	115656	December Life Insurance Premiums
Medica	101-000	101-000-2041-000	8,243.38	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-000	101-000-2044-000	1,083.56	115658	Dental Insurance Premiums
Fidelity Security Life Insurance Co.	101-000	101-000-2048-000	100.69	115659	January Vision Insurance
	101-000 Total		17,673.91		
Medica	101-402	101-402-4131-000	570.73	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-402	101-402-4134-000	89.89	115658	Dental Insurance Premiums
Shred-it c/o Stericycle Inc.	101-402	101-402-4410-000	27.70	115707	Document destruction
TASC - Client Invoices	101-402	101-402-4410-000	107.20	115710	November Admin Fees
	101-402 Total		795.52		
Medica	101-407	101-407-4131-000	2,206.76	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-407	101-407-4134-000	101.11	115658	Dental Insurance Premiums
	101-407 Total		2,307.87		
Rupp Anderson Squires & Waldspurger P.A.	101-414	101-414-4301-000	500.17	115705	September Legal Fees
	101-414 Total		500.17		
MN Metro North Tourism Board	101-415	101-415-4900-000	3,767.00	115694	November 2021 Tourism Tax
	101-415 Total		3,767.00		
Medica	101-416	101-416-4131-000	570.72	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-416	101-416-4134-000	44.94	115658	Dental Insurance Premiums
ESRI	101-416	101-416-4410-000	500.00	115677	ArcGIS Annual Maintenance
Rupp Anderson Squires & Waldspurger P.A.	101-416	101-416-4410-000	912.00	115705	September Legal Fees
	101-416 Total		2,027.66		
ESRI	101-417	101-417-4410-000	500.00	115677	ArcGIS Annual Maintenance
	101-417 Total		500.00		
Medica	101-418	101-418-4131-000	570.73	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-418	101-418-4134-000	44.94	115658	Dental Insurance Premiums
	101-418 Total		615.67		
Medica	101-420	101-420-4131-000	19,157.01	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-420	101-420-4134-000	1,058.38	115658	Dental Insurance Premiums
RDJ Specialties Inc.	101-420	101-420-4214-000	357.50	115701	Kid's tattoos
UPS/United Parcel Service	101-420	101-420-4322-000	22.45	115712	Shipping charge
Aspen Mills Inc.	101-420	101-420-4370-000	202.50	115666	Uniform Allowance - New Hire - S. Bergeron
Aspen Mills Inc.	101-420	101-420-4370-000	36.50	115666	Uniform Allowance - A. Ng
Aspen Mills Inc.	101-420	101-420-4370-000	849.00	115666	Body Armor
Aspen Mills Inc.	101-420	101-420-4370-000	899.00	115666	Body Armor
Aspen Mills Inc.	101-420	101-420-4370-000	67.70	115666	Uniform Allowance - B. Strub
Aspen Mills Inc.	101-420	101-420-4370-000	385.40	115666	Uniform Allowance - A. Hallin
Streicher's Inc.	101-420	101-420-4370-000	24.99	115709	Uniform Allowance - N. Hamann
Xcel Energy	101-420	101-420-4381-000	4.21	115717	Electric
Aspen Mills Inc.	101-420	101-420-4386-000	13.70	115666	Uniforms - Reserves
Shred-it c/o Stericycle Inc.	101-420	101-420-4410-000	55.41	115707	Document destruction
	101-420 Total		23,133.75		
Medica	101-421	101-421-4131-000	1,366.03	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-421	101-421-4134-000	65.16	115658	Dental Insurance Premiums
RDJ Specialties Inc.	101-421	101-421-4214-000	357.50	115701	Kid's tattoos
Aspen Mills Inc.	101-421	101-421-4370-000	109.20	115666	Uniforms
Macqueen Equipment Inc.	101-421	101-421-4370-000	20,817.21	115691	Turnout Gear
	101-421 Total		22,715.10		
Medica	101-422	101-422-4131-000	2,375.70	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-422	101-422-4134-000	89.88	115658	Dental Insurance Premiums
T-Mobile USA Inc	101-422	101-422-4321-000	148.82	115711	Cell Phone/Wi-Fi Service
	101-422 Total		2,614.40		
Medica	101-430	101-430-4131-000	2,368.50	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-430	101-430-4134-000	188.75	115658	Dental Insurance Premiums
Pomp's Tire Service Inc.	101-430	101-430-4211-000	75.00	115697	Disposal of tires
Hardwood Creek Lumber Inc.	101-430	101-430-4224-000	144.80	115681	Snow stakes
Cargill Inc.	101-430	101-430-4228-000	22,168.36	115669	396 820 pounds of deicer
T-Mobile USA Inc	101-430	101-430-4321-000	92.39	115711	Cell Phone/Wi-Fi Service
Xcel Energy	101-430	101-430-4385-000	4,275.40	115717	Electric
Xcel Energy	101-430	101-430-4385-000	783.84	115717	Electric
	101-430 Total		30,097.04		

Medica	101-431	101-431-4131-000	1,841.13	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-431	101-431-4134-000	98.88	115658	Dental Insurance Premiums
Mansfield Oil Company	101-431	101-431-4212-000	7,977.33	115692	Diesel fuel - 1 000 gallons Gasoline - 1 901 gallons
Allied Oil & Supply Inc.	101-431	101-431-4221-000	173.55	115665	55 gallon drum def fluid
Factory Motor Parts Company	101-431	101-431-4221-000	83.98	115679	Door handle #403
Hugo Equipment Company	101-431	101-431-4221-000	24.85	115684	Snow blower parts
Hydraulics Plus & Consulting	101-431	101-431-4221-000	270.34	115685	Cylinder repair #224
Hydraulics Plus & Consulting	101-431	101-431-4221-000	107.02	115685	Hydraulic hose for the wing #215
Lano Equipment	101-431	101-431-4221-000	689.92	115689	Glass door mirror oil and fluids #414
O'Reilly Automotive Stores	101-431	101-431-4221-000	9.83	115696	Wheel weights
Pomp's Tire Service Inc.	101-431	101-431-4221-000	428.04	115697	4 Tires #311
S&S Industrial Hardware Supply	101-431	101-431-4221-000	23.15	115706	Nuts & bolts #215
Walser Polar Chevrolet	101-431	101-431-4221-000	115.00	115714	Floor mats #318
Boyer Trucks Inc.	101-431	101-431-4300-000	2,332.07	115668	Replace rusted engine oil pan service oil and fuel filter #200
Emergency Apparatus Maintenance	101-431	101-431-4410-000	2,956.42	115675	Repair control box #622
	101-431 Total		17,131.51		
Menards - Forest Lake	101-432	101-432-4211-000	179.98	115693	Air hose and compressor
Nardini Fire Equipment Co	101-432	101-432-4300-501	187.85	115695	Fire extinguisher inspections
Nardini Fire Equipment Co	101-432	101-432-4300-502	462.90	115695	New fire extinguisher and inspections
Nardini Fire Equipment Co	101-432	101-432-4300-503	232.70	115695	Fire extinguisher inspections
Comcast	101-432	101-432-4321-502	355.61	115672	Phone & Internet services
Quadient Finance USA Inc.	101-432	101-432-4322-000	500.00	115699	Postage machine postage
Xcel Energy	101-432	101-432-4381-501	460.18	115717	Electric
Xcel Energy	101-432	101-432-4381-502	1,060.71	115717	Electric
Xcel Energy	101-432	101-432-4381-503	5,330.92	115717	Electric
CenterPoint Energy	101-432	101-432-4383-500	1,478.25	115671	Natural Gas
CenterPoint Energy	101-432	101-432-4383-501	675.10	115671	Natural Gas
CenterPoint Energy	101-432	101-432-4383-502	629.37	115671	Natural Gas
Premium Waters Inc.	101-432	101-432-4410-500	100.63	115698	Kandiyohi water
	101-432 Total		11,654.20		
Medica	101-450	101-450-4131-000	1,212.80	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-450	101-450-4134-000	147.19	115658	Dental Insurance Premiums
Aid Electric Corporation	101-450	101-450-4300-000	273.33	115664	Old City Hall Park heater electrical hook-up
T-Mobile USA Inc	101-450	101-450-4321-000	87.83	115711	Cell Phone/Wi-Fi Service
Xcel Energy	101-450	101-450-4381-000	132.60	115717	Electric
CenterPoint Energy	101-450	101-450-4383-000	123.92	115671	Natural Gas
WSB & Associates Inc.	101-450	101-450-5000-000	5,980.25	115716	October 2021 Tower Park Site Improvements
	101-450 Total		7,957.92		
Medica	101-451	101-451-4131-000	71.34	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-451	101-451-4134-000	10.11	115658	Dental Insurance Premiums
DSGW	101-451	101-451-4300-000	2,510.00	115673	RAC Renovation consulting services
Isaac Sports Group LLC	101-451	101-451-4300-000	2,800.00	115687	Consulting services - 3rd Payment 80% complete
	101-451 Total		5,391.45		
Medica	101-461	101-461-4131-000	171.22	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-461	101-461-4134-000	13.47	115658	Dental Insurance Premiums
T-Mobile USA Inc	101-461	101-461-4321-000	29.00	115711	Cell Phone/Wi-Fi Service
ESRI	101-461	101-461-4410-000	919.00	115677	ArcGIS Annual Maintenance
	101-461 Total		1,132.69		
Medica	101-462	101-462-4131-000	114.15	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-462	101-462-4134-000	8.99	115658	Dental Insurance Premiums
1st Choice Document Destruction	101-462	101-462-4410-000	600.00	115663	2320 Pounds of recycled paper and cardboard
	101-462 Total		723.14		
Medica	101-463	101-463-4131-000	142.68	115662	Health Insurance Premiums
Delta Dental of Minnesota	101-463	101-463-4134-000	11.24	115658	Dental Insurance Premiums
	101-463 Total		153.92		
Medica	202-451	202-451-4131-000	85.61	115662	Health Insurance Premiums
Delta Dental of Minnesota	202-451	202-451-4134-000	29.21	115658	Dental Insurance Premiums
Frattallone's/Circle Pines Ace	202-451	202-451-4211-000	38.97	115680	Moving plates
Menards - Forest Lake	202-451	202-451-4211-000	200.83	115693	Aspen board
Menards - Forest Lake	202-451	202-451-4211-301	55.67	115693	Paint primer roller spackling knife window scraper
Recreation Supply Co. Inc	202-451	202-451-4240-301	1,223.25	115702	Life vests lap lane pennants pool rope life hook first aid
Recreation Supply Co. Inc	202-451	202-451-4240-301	820.00	115702	Kickboards buoys hand bars
Edina Painting Company	202-451	202-451-4300-301	3,900.00	115674	Prep and paint metal railings on mezzanine level
Edina Painting Company	202-451	202-451-4300-301	3,750.00	115674	Painting upper level fitness area and yoga studio
Hauglies Inc.	202-451	202-451-4300-301	2,000.00	115682	Consultation & Budgeting for floor coverings
Xcel Energy	202-451	202-451-4381-000	2,840.85	115717	Electric
	202-451 Total		14,944.39		
Emergency Automotive Technologies	402-420	402-420-5000-000	4,032.86	115676	Build-out #320
Emergency Automotive Technologies	402-420	402-420-5000-000	8,593.56	115676	Build-out #320
	402-420 Total		12,626.42		
Cavegn Tony	403-401	403-401-4240-000	500.00	115670	2022 Council Technology Stipend
Lyden Christopher	403-401	403-401-4240-000	500.00	115690	2022 Council Technology Stipend
Rafferty Robin G.	403-401	403-401-4240-000	500.00	115700	2022 Council Technology Stipend
Ruhland Michael S.	403-401	403-401-4240-000	500.00	115704	2022 Council Technology Stipend

Stoesz Dale K.	403-401	403-401-4240-000	500.00	115708	2022 Council Technology Stipend
	403-401 Total		2,500.00		
WSB & Associates Inc.	421-499	421-499-4304-142	3,461.00	115716	October 2022 Road Project
	421-499 Total		3,461.00		
Rupp Anderson Squires & Waldspurger P.A.	422-499	422-499-4301-125	64.00	115705	September Legal Fees
	422-499 Total		64.00		
Medica	601-494	601-494-4131-000	1,310.01	115662	Health Insurance Premiums
Delta Dental of Minnesota	601-494	601-494-4134-000	115.73	115658	Dental Insurance Premiums
Image Printing & Graphics Inc	601-494	601-494-4200-000	710.50	115686	UB Statements - 24 000
Hawkins Inc.	601-494	601-494-4222-000	90.00	115683	Chemical cylinder change-out
Hawkins Inc.	601-494	601-494-4222-000	9,278.84	115683	Hydrofluosilicic Acid Chlorine LPC-5
WSB & Associates Inc.	601-494	601-494-4300-000	2,789.25	115716	October Risk Assessment and Emergency Response Plan
Rupp Anderson Squires & Waldspurger P.A.	601-494	601-494-4301-000	80.00	115705	September Legal Fees
T-Mobile USA Inc	601-494	601-494-4321-000	83.06	115711	Cell Phone/Wi-Fi Service
Xcel Energy	601-494	601-494-4381-000	6,326.24	115717	Electric
CenterPoint Energy	601-494	601-494-4383-000	202.01	115671	Natural Gas
	601-494 Total		20,985.64		
Medica	602-495	602-495-4131-000	1,310.00	115662	Health Insurance Premiums
Delta Dental of Minnesota	602-495	602-495-4134-000	115.73	115658	Dental Insurance Premiums
Image Printing & Graphics Inc	602-495	602-495-4200-000	710.50	115686	UB Statements - 24 000
W.W. Goetsch Associates Inc.	602-495	602-495-4211-000	8,540.98	115713	New pump LS #2
Winnick Supply Inc.	602-495	602-495-4240-000	265.67	115715	Deming bits and aluminum pipe wrenches
Ritter & Ritter Sewer Service Inc.	602-495	602-495-4300-000	25,778.20	115703	Clean and televise sanitary sewer
Ritter & Ritter Sewer Service Inc.	602-495	602-495-4300-000	13,594.75	115703	Clean large diameter sanitary sewer
T-Mobile USA Inc	602-495	602-495-4321-000	83.07	115711	Cell Phone/Wi-Fi Service
Xcel Energy	602-495	602-495-4381-000	2,033.12	115717	Electric
CenterPoint Energy	602-495	602-495-4383-000	115.49	115671	Natural Gas
W.W. Goetsch Associates Inc.	602-495	602-495-5000-000	6,852.00	115713	New mixer pump for LS #8
	602-495 Total		59,399.51		
Medica	603-496	603-496-4131-000	142.68	115662	Health Insurance Premiums
Delta Dental of Minnesota	603-496	603-496-4134-000	13.49	115658	Dental Insurance Premiums
	603-496 Total		156.17		
Boulder Contracting LLC	801-000	801-000-2318-000	900.00	115667	Escrow Release - 1939 Red Oak Ln
Eternity Homes LLC	801-000	801-000-2318-000	4,300.00	115678	Escrow Release - 6759 Redwood Ave
Ivy Ridge Home Builders Inc.	801-000	801-000-2318-000	3,400.00	115688	Escrow Release - 2166 Dogwood St
	801-000 Total		8,600.00		
	Grand Total		273,630.05		



Electronic Funds Transfer
 MN Statute 471.38 Subd. 3

Council Meeting January 10, 2022

Transfer In/(Out)

12/22/2021 Transfer from Money Market	800,000.00
12/24/2021 Payroll #26	(162,666.19)
12/24/2021 Payroll #26 Federal Deposit	(49,724.13)
12/24/2021 Payroll #26 PERA	(53,643.83)
12/24/2021 Payroll #26 State	(11,926.25)
12/24/2021 Payroll #26 Child Support	(284.77)
12/24/2021 Payroll #26 H.S.A. Bank Pretax	(2,979.23)
12/24/2021 Payroll #26 TASC Pretax	(670.00)
12/24/2021 Payroll #26 ICMA 457 Def. Comp #301596	(4,470.00)
12/24/2021 Payroll #26 ICMA Roth IRA #706155	(905.75)
12/24/2021 Payroll #26 MSRS HCSP #98946-01	(1,795.71)
12/24/2021 Payroll #26 MSRS Def. Comp #98945-01	(3,778.00)
12/24/2021 Payroll #26 MSRS Roth IRA #98945-01	(765.00)
12/20/2021 Transfer from Money Market	1,660,000.00
12/20/2021 Transfer to MCM	(1,660,000.00)
1/7/2022 HSA Bank ER Contribution	(5,793.28)
1/7/2022 Council #01 Payroll	(3,486.69)
1/7/2022 Council #01 Federal Deposit	(202.30)
1/7/2022 Council #01 PERA	(387.16)
1/7/2022 Council #01 State	(45.08)
1/7/2022 Payroll #01	(135,466.30)
1/7/2022 Payroll #01 Federal Deposit	(41,047.38)
1/7/2022 Payroll #01 PERA	(45,616.56)
1/7/2022 Payroll #01 State	(9,620.21)
1/7/2022 Payroll #01 Child Support	(284.77)
1/7/2022 Payroll #01 H.S.A. Bank Pretax	(4,084.05)
1/7/2022 Payroll #01 TASC Pretax	(744.17)
1/7/2022 Payroll #01 ICMA 457 Def. Comp #301596	(4,470.00)
1/7/2022 Payroll #01 ICMA Roth IRA #706155	(905.75)
1/7/2022 Payroll #01 MSRS HCSP #98946-01	(1,782.95)
1/7/2022 Payroll #01 MSRS Def. Comp #98945-01	(3,778.00)
1/7/2022 Payroll #01 MSRS Roth IRA #98945-01	(765.00)

COUNCIL MINUTES

DRAFT

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

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DATE : **December 27, 2021**
TIME STARTED : **6:30 p.m.**
TIME ENDED : **6:45 p.m.**
MEMBERS PRESENT : **Councilmember Stoesz, Lyden,
Ruhland, and Mayor Rafferty**
MEMBERS ABSENT : **Councilmember Cavegn**

Staff members present: Public Safety Director John Swenson; Public Services Director Rick DeGardner; City Clerk Julie Bartell

ADVISORY BOARD INTERVIEWS

Prior to the regular meeting, the Council interviewed four applicants for City advisory boards.

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 Stoesz seconded the motion. Motion carried on a voice vote.

ITEM **ACTION**

Consideration of Expenditures:

- | | | |
|----|--|----------|
| A) | December 27, 2021 (Check No. 115573 through 115654 in the Amount of \$1,102,557.34 | Approved |
| B) | Consider Approval of December 13, 2021 Council Work Session Minutes | Approved |
| C) | Consider Approval of December 13, 2021 Council Minutes | |
| D) | Consider Approval of December 13, 2021 Special Work Session Minutes | Approved |
| E) | Consider Approval of December 20, 2021 Special Council Minutes | |
| F) | Consider Approval of The Rookery Activity Center Expenditures | Approved |

COUNCIL MINUTES

DRAFT

42 FINANCE DEPARTMENT REPORT

43 There was no report from the Finance Department.

44 ADMINISTRATION DEPARTMENT REPORT

45 **3A) Appointment of Accounting Clerk I** – Public Safety Director Swenson reviewed the
46 staff report that included information on the current vacancy, a candidate who currently works in
47 the Community Development Department and the staff recommendation to hire that candidate,
48 Jessica Eller. Ms. Eller’s qualifications were reviewed.

49 Councilmember Ruhland moved to approve the appointment of Jessica Eller as recommended.
50 Councilmember Stoesz seconded the motion. Motion carried on a voice vote.

51 **3B) Appointment of Public Safety CSO** – Public Safety Director Swenson reviewed the
52 written staff report that included information on the hiring process and the recommended
53 candidate. The individual has served the department as a reserve officer and done a fine job.

54 Councilmember Stoesz asked how many years this individual is away from completing his
55 degree. Director Swenson noted that he envisions that period to be 18 months.

56 Councilmember Lyden moved to approve the appointment of Jacob Mullen as recommended.
57 Councilmember Ruhland seconded the motion. Motion carried on a voice vote.

58 PUBLIC SAFETY DEPARTMENT REPORT

59 There was no report from the Public Safety Department.

60 PUBLIC SERVICES DEPARTMENT REPORT

61 There was no report from the Public Services Department.

62 COMMUNITY DEVELOPMENT REPORT

63 There was no report from the Community Development Department.

64 UNFINISHED BUSINESS

65 There was no Unfinished Business.

67 NEW BUSINESS

68 Activity Center Update – Public Service Director DeGardner provided an update:

- 69 - Sale of Fitness Equipment is Underway – a few pieces of equipment remain but much has
70 been sold; Endurance Fitness will keep a couple pieces of equipment;
- 71 - State of Minnesota, Vacation of Activity Center Building – COVID testing operations
72 will be out of the activity center as of Thursday this week. Staff is actively advertising
73 that change to avoid confusion for people seeking testing;
- 74 - Center Manager Hiring Process – Seven candidates interviewed; finalists will be
75 interviewed and a recommendation forwarded to the council in early January;
- 76 - Other Positions for The Rookery – Staff is finalizing job descriptions and opening the
77 process for applicants soon.

78

COUNCIL MINUTES

DRAFT

79 **COMMUNITY EVENTS**

80 There were no events announced.

81 **COMMUNITY CALENDAR**

<i>Community Calendar – A Look Ahead</i>		
December 28, 2021 through January 10, 2022		
85	Monday, January 3	6:00 pm, Community Room Council Work Session
86	Tuesday, January 4	6:30 pm, Council Chambers Environmental Board
87	Wednesday, January 5	6:30 pm, Council Chambers Park Board
88	Thursday, January 6	8:00 am, Community Room EDAC
89	Tuesday, January 10	6:00 pm, Community Room Council Work Session
90	Tuesday, January 10	6:30 pm, Council Chambers City Council Meeting

91
92 **ADJOURN**

93
94 There being no further business, Councilmember Ruhland moved to adjourn at 6:45 p.m.
95 Councilmember Stoesz seconded the motion. Motion carried on a voice vote.

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97 These minutes were considered and approved at the regular Council Meeting on January 10,
98 2022.

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Julianne Bartell, City Clerk

Rob Rafferty, Mayor

**CITY COUNCIL
AGENDA ITEM 1C**

STAFF ORIGINATOR: Rick DeGardner, Public Services Director

MEETING DATE: January 10, 2022

TOPIC: Consider Approval of Rookery Activity Center Expenditures

VOTE REQUIRED: 3/5

BACKGROUND

Staff is recommending approval of the following expenditures for the Rookery Activity Center:

Paint remaining areas of the Rookery - Two bids were received to paint the walls and ceilings in the gymnasium, Activity Center, Kids Play Area, Offices, and Common Areas as follows:

Edina Painting Company	\$46,950.00
Fresh Paint	\$48,420.00

Recommend approving a contract with Edina Painting Company in the amount of \$46,950.00

Refurbish Waterslide - Staff recommends awarding a contract with Aqua Logic to refurbish the waterslide for \$62,700. The work includes:

- 1. Temporarily remove majority of steel slide tower & spiral stair system for restoration.
- 2. Rebuild/repair badly corroded components.
- 3. Media blast components and recoat using either spray applied PPG industrial coating system or power coat.
- 4. Prepare and recoat columns and other components of the slide tower system remaining on site.
- 5. Prepare and recoat waterslide exterior surface.
- 6. Replace all waterslide flange bolts using 316 grade ss hardware.
- 7. Maintenance of interior surface of waterslide (gelcoat repairs, buffing, waxing, re-caulk all joints).
- 8. Reinstall all restored components of hardware system.
- 9. Install new decking and stair treads, (solid HDPE lumber decking) using ss hardware.
- 10. Reconnect slide supply plumbing.
- 11. Slide required signage.

**CITY COUNCIL
AGENDA ITEM 1D**

STAFF ORIGINATOR: Lisa Hogstad-Osterhues, Deputy Clerk

MEETING DATE: January 10, 2022

TOPIC: Advisory Board Appointment

VOTE REQUIRED: 3/5

INTRODUCTION

Each year, the City council appoints or reappoints citizens to serve on council advisory boards/committee.

BACKGROUND

Interviews were conducted with the following results:

Planning & Zoning Board – 3 Seats - 1 Seat is a One Year Term

Neil Evenson	3 Year Term
Michael Root	3 Year Term
Ken Kennedy	1 Year Term

Park Board - 3 Seats - 1 Seat is a Two Year Term

Pat Huelman	3 Year Term
Julie Ann Cutts	3 Year Term
David Termont	2 Year Term

Economic Development Advisory Committee – 5 Seats

Jim Schueller	3 Year Term
Don Johnson	3 Year Term
Keith Hembre	3 Year Term
Steve Marachek	3 Year Term

Environmental Board - 2 Re-appointments

Lindsay Buchmeier	3 Year Term
Jonathan Parsons	3 Year Term

RECOMMENDATION

Approve advisory board/committee appointments as listed above.

**CITY COUNCIL
AGENDA ITEM 1E**

STAFF ORIGINATOR: Lisa Hogstad-Osterhues, Deputy Clerk

MEETING DATE: January 10, 2022

TOPIC: Consider Resolution No. 22-09, Authorizing the Issuance of a Special Event Permit for the Centerville Lions Annual Ice Fishing Event to include an Exempt Raffle Permit and a Temporary On-Sale Liquor License.

VOTE REQUIRED: 3/5

INTRODUCTION

Gregory Kieselhorst, President and Chief Executive Officer of the Centerville Lions has scheduled a special event for Saturday, February 19, 2022 on Centerville Lake. The event plans include an ice fishing contest, same day raffle, food and liquor sales. This is an annual event.

BACKGROUND

Mr. Kieselhorst has submitted to the City an application for a Special Event Permit, LG220 Application for Exempt Gambling Permit and a 1-4 Day Temporary On-Sale Liquor License. He has also submitted general liability insurance for the event, approved Anoka County Sheriff Water/Ice Use Permit, Approved DNR Permit to Conduct a Fishing Tournament, approval to use the Anoka County Regional Park boat landing to access the lake for the event and a temporary food license from the Anoka County Environmental Services. The application has been reviewed and approved by staff and the Public Safety Department. The applicant has been provided with a list of safety conditions. The applicant has agreed to comply with the conditions and to address any other safety considerations that may arise.

Background information on the applicant is on file in the Deputy City Clerk's office.

RECOMMENDATION

Approve Resolution No. 22-09, Authorizing issuance of a special event permit, Gambling and 1-4 Day Liquor License to the Centerville Lions.

**CITY OF LINO LAKES
RESOLUTION NO. 22-09**

**AUTHORIZING A SPECIAL EVENT FOR AN OUTDOOR ICE FISHING
EVENT HOST BY THE CENTERVILLE LIONS**

WHEREAS, the President of the Centerville Lions has submitted an application for a Special Event Permit, Exempt Gambling Permit and a 1-4 Day Temporary Liquor License; and

WHEREAS, the event is planned for February 19, 2022 from 11:00 a.m. to 2:00 p.m. and includes an ice fishing contest on Centerville Lake, raffle, food and alcohol on the lake; and

WHEREAS, as part of the event, the applicant would like to allow consumption of alcoholic beverages to be served in an area designated on the lake; and

WHEREAS, the applicant has indicated that they will be serving food and therefore required to obtain a Temporary Food License from the Anoka County Environmental Services; and

WHEREAS, the applicant has indicated that all patrons or members attending the event will receive a proper identification check to ensure no underage alcohol service will occur; and

WHEREAS, the permit has been approved by the Lino Lakes Public Safety Department with certain conditions and recommendations; and

WHEREAS, the applicant has obtained a Water/Ice Use Permit from the Anoka County Sheriff's office; and

WHEREAS, the applicant has obtained a DNR Permit to Conduct a Fishing Tournament; and

WHEREAS, proof of general liability and liquor liability insurance has been submitted by the applicant;

NOW, THEREFORE, BE IT RESOLVED by The City Council of The City of Lino Lakes hereby approves the request of Gregory Kieselhorst, President of the Centerville Lions, for a special event permit on February 19th, 2022 with the conditions and recommendation by the Public Safety Department.

Adopted by the Council of the City of Lino Lakes this 10th day of January, 2022.

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

AGENDA ITEM 1F

STAFF ORIGINATOR: Lisa Hogstad-Osterhues, Deputy Clerk

MEETING DATE: January 10, 2022

TOPIC Consider Resolution 22-12, Approving
On-Sale Wine, Sunday Sales and 3.2 Beer Licenses
for Mama Mia Mexican Grill

VOTE REQUIRED: 3/5

INTRODUCTION

Maureen Johnson of Mama Mia 01 LLC, d/b/a Mama Mia Mexican Grill located at 7997 Lake Drive, Suite 110 is applying for an On-Sale Wine, Sunday Sales and 3.2 Beer liquor licenses.

This location has previously held the same licenses by Elwood's Bar & Restaurant.

BACKGROUND

The application submitted to the City is complete, the related fees have been paid and insurance information has been provided to the City as required. The Lino Lakes Public Safety Department has conducted a background on the current owner and found no reason to deny.

In accordance with the Lino Lakes Code of Ordinances, Section 701 relating to Liquor Licensing, this application requires approval by the City Council. The code also requires that opportunity shall be given to any person to be heard for or against the granting of the license. The council may then, in its discretion, grant or refuse the application.

If local approval is granted, the application for an On-Sale Wine and Sunday Sales licenses will be forwarded to the Minnesota Alcohol & Gambling Enforcement Division for review. The State of Minnesota is the licensing authority for wine and Sunday sales licenses; the City is the licensing authority for the 3.2 beer license.

The applicant is aware that approval is subject to all the provisions, approvals, conditions and waiting periods of the laws of the city, state and federal government.

RECOMMENDATION

Staff recommends the approval of the On-Sale Wine, Sunday Sales and 3.2 Beer License for Mama Mia Mexican Grill.

ATTACHMENTS

Resolution No. 22-12

**CITY OF LINO LAKES
RESOLUTION NO. 22-12**

**APPROVING ISSUANCE OF A NEW ON-SALE WINE, SUNDAY
AND BEER LICENSES FOR MAMA MIA 01 LLC
D/B/A MAMA MIA MEXICAN GRILL**

WHEREAS, the city has received an application for an on-sale wine, Sunday sales and 3.2 beer license from Maureen Johnson, owner of Mama Mia Mexican Grill, located at 7997 Lake Drive, Suite 110; and

WHEREAS, the Public Safety Department has conducted an investigation of the applicants and found no reason to deny; and

WHEREAS, the applicant has provided proof of insurance as required and paid the necessary fees;

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Lino Lakes hereby approves a new on-sale wine, Sunday sales and beer license for Mama Mia Mexican Grill. All the fees, provisions and conditions of the laws of the city, state and federal government and the applicant will comply with all said laws.

Adopted by the Lino Lakes City Council this 10th day of January, 2022.

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 2A**

STAFF ORIGINATOR: Hannah Lynch

MEETING DATE: January 10, 2022

TOPIC: Consider Resolution No. 22-10, Amending the 2021 General Fund Operating Budget

VOTE REQUIRED: 3/5

BACKGROUND

Adopted budgets are amended over the course of the year for a variety of reasons. Factors that lead to budget amendments include fiscal decisions made throughout the year, economic conditions, and changes in budget projections. Significant amendments are outlined below.

On the revenue side, residential development, primarily Watermark, contributed to increased permit revenue. In addition, the use of committed fund balance for Tower Park contributed to increased use of General Fund reserves.

On the expenditure side, vacancies in the police department and a decrease in cross-trained police officers contributed to a decrease in personnel costs. In addition, the use of committed fund balance for Tower Park contributed to increased capital outlay expenditures.

Staff has prepared a listing of proposed budget adjustments for conditions that are known today for City Council consideration. The original adopted budget included a use of reserves in the amount of \$21,832; the amended budget includes an addition to reserves of \$860,695.

RECOMMENDATION

Staff recommends the approval of Resolution No. 22-10.

ATTACHMENTS

Resolution No. 22-10

**CITY OF LINO LAKES
RESOLUTION NO. 22-10**

RESOLUTION AMENDING THE 2021 GENERAL OPERATING BUDGET

WHEREAS, the City Council has adopted a general operating budget for 2021, and

WHEREAS, the City Council has made certain fiscal decisions through the year which have an impact on the general operating budget, and

WHEREAS, changes in economic conditions, and changes in budget forecasts have made it necessary for the City Council to reconsider portions of the adopted general operating budget, and

WHEREAS, it is good management and accounting practice to amend the general operating budget to reflect such changes.

NOW, THEREFORE BE IT RESOLVED by The City Council of The City of Lino Lakes, that the general operating budget for 2021 be amended as follows:

REVENUES

Account Number	Description	Adopted Budget	Amended Budget	Adjustment Amount
101-000-3020-000	Delinquent Taxes	35,000.00	95,000.00	60,000.00
101-000-3201-000	Liquor License - Bar	32,000.00	0.00	-32,000.00
101-000-3202-000	Liquor License - Beer	1,000.00	0.00	-1,000.00
101-000-3203-000	Off Sale Liquor License	2,000.00	1,600.00	-400.00
101-000-3204-000	Sunday Liquor License	1,900.00	0.00	-1,900.00
101-000-3205-000	Club Liquor License	300.00	0.00	-300.00
101-000-3213-000	Contractor's License	17,103.00	12,103.00	-5,000.00
101-000-3225-000	Lodging Tax	76,315.00	56,315.00	-20,000.00
101-000-3250-000	Building Permits	445,221.00	695,221.00	250,000.00
101-000-3251-000	Plan Inspection Fee	200,873.00	386,873.00	186,000.00
101-000-3252-000	Erosion Control Permit	24,800.00	42,800.00	18,000.00
101-000-3253-000	Plumbing Permit	27,227.00	51,227.00	24,000.00
101-000-3254-000	Heating & Air Conditioning	58,441.00	91,441.00	33,000.00
101-000-3314-000	TZD Safe Roads Grant	0.00	30,000.00	30,000.00
101-000-3345-000	Municipal State Aid (MSA)	270,000.00	247,000.00	-23,000.00
101-000-3346-000	Police State Aid	255,000.00	246,000.00	-9,000.00
101-000-3348-000	Other State Revenue	10,000.00	0.00	-10,000.00
101-000-3349-000	Fire State Aid	14,000.00	34,000.00	20,000.00
101-000-3360-000	Solid Waste (Anoka County)	78,523.00	61,523.00	-17,000.00
101-000-3265-000	Land Use Administration Fee	7,333.00	15,333.00	8,000.00
101-000-3405-000	Assessment Searches	3,500.00	11,500.00	8,000.00
101-000-3417-000	Aerial Map Fee	12,000.00	22,000.00	10,000.00
101-000-3422-000	Police Other Revenues	190,000.00	160,000.00	-30,000.00
101-000-3433-000	Public Works Fees	7,500.00	2,000.00	-5,500.00
101-000-3492-000	Engineering/Planning Fees	29,076.00	34,076.00	5,000.00
101-000-3510-000	Fines & Forfeits	105,500.00	73,500.00	-32,000.00
101-000-3620-000	Interest On Investments	30,000.00	0.00	-30,000.00
101-000-3730-000	Refunds & Reimbursements	35,000.00	60,000.00	25,000.00
101-000-3900-000	General Fund Reserves	21,832.00	375,000.00	353,168.00
				\$ 813,068.00

EXPENDITURES

Account Number	Description	Adopted Budget	Amended Budget	Adjustment Amount
101-401-4300-000	Professional Services	4,000.00	0.00	-4,000.00
101-401-4330-000	Travel/Tuition-Mayor/Council	1,500.00	0.00	-1,500.00
101-401-4343-000	Newsletter - Mayor/Council	13,000.00	21,000.00	8,000.00
101-402-41xx-000	Personal Services-Admin	506,436.00	519,936.00	13,500.00
101-402-4300-000	Professional Services-Admin	15,000.00	9,000.00	-6,000.00
101-402-4310-000	Other Consultant-Admin	9,000.00	3,000.00	-6,000.00
101-402-4330-000	Travel/Tuition-Admin	8,500.00	4,500.00	-4,000.00
101-403-4410-000	Contracted Services-Elections	6,500.00	4,500.00	-2,000.00
101-404-4410-000	Contracted Services-Cable	2,658.00	0.00	-2,658.00
101-405-4300-999	Professional Services-Charter	6,462.00	0.00	-6,462.00
101-407-4310-000	Other Consultant-Finance	231,859.00	236,859.00	5,000.00
101-407-4330-000	Travel/Tuition-Finance	6,000.00	2,000.00	-4,000.00
101-407-4410-000	Contracted Services-Finance	109,000.00	91,000.00	-18,000.00
101-414-4301-000	Consultants Municipal Atto	30,000.00	20,000.00	-10,000.00
101-415-41xx-000	Personal Services-Econ Dev	21,219.00	27,419.00	6,200.00
101-415-4300-000	Professional Services-Econ Dev	13,440.00	35,440.00	22,000.00
101-415-4900-000	Marketing	72,500.00	53,500.00	-19,000.00
101-416-4410-000	Contracted Services-P&Z	37,300.00	12,300.00	-25,000.00
101-420-41xx-000	Personal Services-Police	4,099,945.00	3,819,945.00	-280,000.00
101-421-41xx-000	Personal Services-Fire	535,860.00	432,860.00	-103,000.00
101-421-4370-000	Uniforms-Fire	49,000.00	33,196.00	-15,804.00
101-421-4410-000	Contracted Services-Fire	43,485.00	33,485.00	-10,000.00
101-422-41xx-000	Personal Services-Bldg	359,765.00	350,605.00	-9,160.00
101-422-4410-000	Contracted Services-Bldg	3,000.00	41,550.00	38,550.00
101-430-41xx-000	Personal Services-Streets	626,152.00	613,152.00	-13,000.00
101-430-4211-000	Maintenance Supplies-Streets	23,000.00	11,000.00	-12,000.00
101-430-4228-000	Salt/Sand	55,000.00	67,000.00	12,000.00
101-430-4229-000	Gravel/Misc	7,000.00	500.00	-6,500.00
101-430-4385-000	Street Lights-Streets	93,000.00	78,000.00	-15,000.00
101-430-4410-000	Contracted Services-Streets	99,000.00	114,500.00	15,500.00
101-431-41xx-000	Personal Services-Fleet	218,294.00	215,294.00	-3,000.00
101-431-4211-000	Maintenance Supplies-Fleet	1,000.00	5,000.00	4,000.00
101-431-4221-000	Shop Parts	65,000.00	60,000.00	-5,000.00
101-431-4410-000	Contracted Services-Fleet	61,000.00	51,000.00	-10,000.00
101-431-4452-000	Subscriptions/Dues-Fleet	6,000.00	1,500.00	-4,500.00
101-432-4381-000	Electricity-Gov't Bldgs	96,500.00	111,500.00	15,000.00
101-432-4382-000	Utilities	21,000.00	15,000.00	-6,000.00
101-432-4410-000	Contracted Services-Govt Bldg	71,000.00	98,000.00	27,000.00
101-432-5000-000	Capital Outlay Gov't Bldgs	0.00	6,000.00	6,000.00
101-450-41xx-000	Personal Services-Parks	497,044.00	482,544.00	-14,500.00
101-450-4211-000	Maintenance Supplies-Parks	42,000.00	34,000.00	-8,000.00
101-450-4300-000	Professional Services-Parks	7,000.00	15,000.00	8,000.00
101-450-4382-000	Utilities	25,000.00	42,000.00	17,000.00
101-450-4410-000	Contracted Services-Parks	97,000.00	129,000.00	32,000.00
101-450-5000-000	Capital Outlay Parks	0.00	375,000.00	375,000.00
101-451-4300-000	Professional Services-Rec	0.00	34,745.00	34,745.00
101-461-41xx-000	Personal Services-Environmental	51,811.00	43,811.00	-8,000.00
101-462-41xx-000	Personal Services-So. Waste	47,503.00	41,003.00	-6,500.00
101-462-4340-000	Advertising-Solid Waste	7,000.00	2,500.00	-4,500.00
101-462-4410-000	Contracted Services-So. Waste	22,700.00	16,700.00	-6,000.00
101-463-4410-000	Contracted Services-Forestry	30,000.00	37,000.00	7,000.00
101-499-4905-000	Contingency	70,038.00	0.00	-70,038.00
101-499-4910-000	Operating Transfers	926,113.00	951,113.00	25,000.00
				<u>\$ (47,627.00)</u>

Adopted by the Council of the City of Lino Lakes this 10th day of January, 2022.

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 3A**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: January 10, 2022

TOPIC: Consider Appointment of Paid On Call Firefighter

VOTE REQUIRED: 3/5

INTRODUCTION

The Council is being asked to approve the appointment of Brian Kisch for a Paid On-Call Firefighter position at Fire Station #1.

BACKGROUND

Currently, the City has 9 firefighters at Fire Station 1 and 11 firefighters at Fire Station 2. A total count of 20 firefighters per station is considered fully staffed. At this time, staff has gone through a recruitment process, provided a conditional offer, and is recommending the approval of Brian Kisch for a Paid On-Call Firefighter position.

The hourly rate of pay would be at the starting rate of \$15.00 an hour. Upon completion of 5 years of service Kisch will be eligible for a rate increase.

With the Council's approval, Kisch would start in the position of Paid On-Call Firefighter on January 16, 2022.

RECOMMENDATION

Approve the appointment of Brian Kisch for a Paid On-Call Firefighter position.

**CITY COUNCIL
AGENDA ITEM 3B**

STAFF ORIGINATOR: Sarah Cotton, City Administrator

MEETING DATE: January 10, 2022

TOPIC: Annual Appointments

VOTE REQUIRED: 3/5

INTRODUCTION

Below is the list of annual appointments the City Council considers each year. The appointments were reviewed at the council work session on January 3rd.

RECOMMENDATION

Approve 2022 appointments as listed below.

	2021	2022
1. Acting Mayor	Dale Stoesz	Dale Stoesz
2. Legal Newspaper	Quad Community Press	Quad Community Press
3. Legal Services	Barna, Guzy & Steffen Kennedy & Graven Rupp, Anderson, Squires, & Waldspurger Geck, Duea & Olson	Barna, Guzy & Steffen Kennedy & Graven Rupp, Anderson, Squires, & Waldspurger Geck, Duea & Olson
4. Labor Services	Barna, Guzy & Steffen Riley, Dettman & Kelsy BakerTilly	Barna, Guzy & Steffen Riley, Dettman & Kelsy BakerTilly
5. Fiscal Agent	BakerTilly	BakerTilly
6. Assessor	Anoka County	Anoka County
7. North Metro Telecommunications Committee	Dale Stoesz Tony Cavegn (Alternate)	Dale Stoesz Tony Cavegn (Alternate)
8. Vadnais Lake Watershed District	Rob Rafferty	Rob Rafferty

9. County Corrections Program	Chris Lyden John Swenson	Chris Lyden John Swenson
10. Joint Law Enforcement Council	Tony Cavegn John Swenson	Tony Cavegn John Swenson
11. Anoka Co. Fire Protection Council	Mike Ruhland Rob Rafferty (Alternate)	Mike Ruhland Rob Rafferty (Alternate)
12. City Depositories	First Resource Bank LMC 4M Fund Wells Fargo Securities Wells Fargo Advisors US Bank RBC Capital Markets Moreton Capital Markets F&M Bank Others as needed	First Resource Bank LMC 4M Fund PMA Financial Network PMA Securities Moreton Capital Markets US Bank
13. City Treasurer ¹	Hannah Lynch	Hannah Lynch
14. City Engineer	WSB & Associates	WSB & Associates
15. Data Practices Officer	Julie Bartell	Julie Bartell
16. City Auditor	Redpath & Company	Redpath & Company
17. Twin Cities Gateway	Sarah Cotton Dale Stoesz (Alternate)	Sarah Cotton Dale Stoesz (Alternate)
18. Anoka Co./Blaine Airport Advisory Council	Dean Quimby	Dean Quimby
19. Hearing Officer	John Swenson Rick DeGardner (Alternate)	John Swenson Rick DeGardner (Alternate)
20. Local Board of Appeal & Equalization Training	Mike Ruhland Rob Rafferty	Mike Ruhland Rob Rafferty
21. Secretarial Services	TimeSaver, Inc.	TimeSaver, Inc.

¹The City Council delegates the authority to make electronic funds transfers to the City Treasurer. The City Treasurer may delegate certain duties to finance staff, but shall remain responsible for the transfer program.

**CITY COUNCIL
AGENDA ITEM 3C**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: January 10, 2022

TOPIC: Consider Appointment of Activity Center Manager

VOTE REQUIRED: 3/5

INTRODUCTION

The Council is being asked to approve the appointment of Lisa Hanson Lamey to the newly created Activity Center Manager position for the Rookery Activity Center.

BACKGROUND

At this time staff has completed the recruitment process, provided a conditional offer contingent upon a complete background check, and is recommending the approval of Lisa Hanson Lamey for the position.

Hanson Lamey holds a Master's degree in Health, Leisure, Exercise Sport Science from the University of West Florida. Hanson Lamey has 20 years of experience in recreation facilities operations and programming, with her last two years working as the Director of Operations for Ramsey County Arenas and Golf Courses.

The hourly rate of pay would be \$42.42, which is step 5 of the current 9 step wage schedule.

With the Council's approval, Hanson Lamey would start in the position of Activity Center Manager on Monday, January 31, 2022.

RECOMMENDATION

Please approve the appointment of Lisa Hanson Lamey for the Activity Center Manager position.

**CITY COUNCIL 4A
AGENDA ITEM**

STAFF ORIGINATOR: John Swenson, Public Safety Director

MEETING DATE: January 10, 2022

TOPIC: Acceptance Monetary Donation for Fire Division

VOTE REQUIRED: 3/5

INTRODUCTION

The Lino Lakes Public Safety Department is requesting council approval to accept a monetary donation from a resident that wishes to remain anonymous.

BACKGROUND

A resident, who wishes to remain anonymous, of our community has come forward with a monetary donation of \$100,000.00 for the Fire Division to purchase equipment. This resident received public safety services in 2021 and has communicated to staff they are extremely appreciative.

If Council approves acceptance of this donation, the funds would be used to purchase a wildland fire suppression utility vehicle (UTV) with a trailer. The UTV will be a Polaris Ranger 1000 (4 door) outfitted with 75 gallon water tank, 5 gallon foam tank, fire suppression pump, and emergency equipment.

With the purchase of this UTV wildland fire suppression asset, Grass 11 (Vehicle # 605; 1993 GMC S-10) would be sold and proceeds deposited into the Fleet Capital Replacement. The UTV wildland fire suppression unit would be positioned at Fire Station 1 and when deployed would be pulled by R11 (Vehicle # 607).

Item	Vendor	Cost
UTV	Lakes Area Power Sports Polaris Ranger	\$27,000.00
Tracks	Lakes Area Power Sports Dura Tracks/ Clutch	\$15,949.00
Pump/ Tank	MacQueen	\$26,000.00
Emergency Lights	MacQueen	\$6,500.00
Radio	Anoka Co	\$5,700.00
Rear Winch	Polaris	\$1,200.00
Head Sets	MacQueen	\$5,000.00
Graphics	Advanced Graphix	\$600.00
Chain Saw	LTG Power	\$400.00
Trailer	Lakes Area Power Sports Floe Versa MAX	\$6,200.00
	Contingence	\$5,451.00
	Total	\$100,000.00

The purchase of the proposed wildland fire suppress UTV would address an identified need for wildland fire suppression while addressing the need to replace G11.

The proposed UTV would improve the Fire Division ability to address wildland fires by increasing the volume of water available, adding the ability to use fire suppressing foam, increase the number of firefighters that can be deployed from two to four, and enhances firefighter safety in the field.

Staff is including contingency funds in the proposal to offset cost overages such as. Staff has been informed by two of vendors that supplied pricing for this proposal, that cost have been impacted by supply and demand issues leading to fluctuating pricing based on when orders are placed. If pricing comes in more favorably and there are funds remaining from this donation those funds will be utilized to purchase other fire equipment needs in a manner consistent with the donors' wishes.

RECOMMENDATION

Staff recommends Council accept a monetary donation in the amount of \$100,000 from an anonymous Lino Lakes resident for the purchase of fire suppression equipment.

ATTACHMENTS

Photos of Polaris UTV







Wilson County EMS

**CITY COUNCIL
AGENDA ITEM 5A**

STAFF ORIGINATOR: Diane Hankee, PE City Engineer

C. C. MEETING DATE: January 10, 2022

TOPIC: Consider Resolution 22-11, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid, Water Tower No. 2 Reconditioning Project

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting Council approval to authorize the ad for bid for the Water Tower No. 2 Reconditioning Project.

BACKGROUND

On October 25, 2021, the City Council approved the preparation of the plans and specifications for the Water Tower No. 2 Reconditioning Project located at 7001 Otter Lake Road. This tower was constructed in 1996. The water tower inspection report identified several structural and coating issues that need to be addressed. In addition, the exterior and interior dry coatings are over 24 years old and have surpassed their life expectancy. Coatings on water towers are typically replaced every 20 years, or more frequently to protect the underlying steel surfaces from corrosion.

This is a 14-16 week project commencing with the coordination of all wireless carrier antennae being removed from the water tower and relocated to a temporary structure. The tower is then curtained off, sand blasted, repairs made as needed, then re-coated inside and out. We are hoping that this project will be completed by early summer to avoid any disruption to our water supply.

The estimated construction cost is \$1,536,000. Funding for the project is through the Water Operating Fund.

The schedule for this project is as follows:

Authorize Preparation of Plans and Specifications	October 25, 2021
Order Improvement, Approve Plans and Specs, Authorize Ad for Bids	January 10, 2022
City Opens Bids	February 8, 2022
City Council Awards Contract	February 14, 2022
Construction Begins	May, 2022

RECOMMENDATION

Staff is recommending approval of Resolution No. 22-11, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid for the Water Tower No. 2 Reconditioning Project.

ATTACHMENTS

1. Resolution No. 22-11

**CITY OF LINO LAKES
RESOLUTION NO. 22-11**

**RESOLUTION ORDER PROJECT, APPROVE PLANS AND SPECIFICATIONS, AND
AUTHORIZE ADVERTISEMENT FOR BIDS FOR WATER TOWER NO. 2
RECONDITIONING PROJECT**

WHEREAS, the City Engineer has prepared plans and specifications for the Water Tower No. 2 Reconditioning 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:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.

2. 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 February 14th, 2022, 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 10th day of January 2022.

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 6A**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: January 10, 2022

TOPIC: Belland Farms and Associate Eye Care Partners (AECP)

- i. Consider Resolution No. 22-03 Approving Final Plat
- ii. Consider Resolution No. 22-04 Approving Development Agreement
- iii. Consider Resolution No. 22-05 Approving Site Performance Agreement

VOTE REQUIRED: 3/5

REVIEW DEADLINE:

Complete Application Date:	November 10, 2021
60-Day Review Deadline:	January 11, 2022
Environmental Board Meeting:	N/A
Park Board Meeting:	N/A
Planning & Zoning Board Meeting:	December 8, 2021
City Council Work Session:	N/A
City Council Meeting:	January 10, 2022

BACKGROUND

The applicant, Rehbein Properties, submitted a land use application for the final plat of Belland Farms. The plat creates 2 commercial lots. Lot 1 is 1.76 acres for the purpose of constructing a 12,230 sf medical eye clinic. Lot 2 will be a future commercial development and a formal site plan will be reviewed at a later date. The name of the final plat is Belland Farms. The name of the medical eye clinic is Associate Eye Care Partners (AECP).

This staff report is based on the following information:

- Belland Farm Civil Plan Set prepared by Carson McCain revision date November 8, 2021
- Associate Eye Care Partners Eye Clinic Building Site Improvement Plans prepared by Carlson McCain revision date November 8, 2021
- Belland Farms Civil and Street Construction Plans prepared by Carlson McCain dated November 8, 2021

- Architectural Plans and Perspectives prepared by SRa revision date November 15, 2021
- Storm Water Management Plan prepared by Carlson McCain revision date November 8, 2021
- Final Plat prepared by EG Rud & Sons dated November 8, 2021

Revised plans were submitted on December 17, 2021 and are currently under review.

Previous Council approvals:

- November 8, 2021: Resolution No. 21-115 Approving Preliminary Plat

This staff report provides a comparison of the approved preliminary plat and the proposed final plat. Changes in the plans are either narratively described or shown as ~~strike through~~ (deletions) or underline (additions). Overall, the final plat is consistent with the preliminary plat.

ANALYSIS

Existing Site Conditions

The 18 acre site is located in the northwest quadrant of CSAH 14 (Main Street) and 24th Avenue. 24th Avenue/Elmcrest Avenue is the municipal boundary between the City of Lino Lakes and the City of Hugo. The site is currently vacant commercial land with cropland, a small wooded area and wetlands. A 66 ft wide Minnesota Pipeline Easement bisects the site. Elevations range from 920EL in the south east portion of site down to 912EL at wetland in northwest corner of site. The soils are clayey sand and sandy lean clay. Hydrologic soil group is C. Groundwater elevations range from 908 to 912EL.

Zoning and Land Use

The parcel is zoned GB, General Business and allows for office business-clinical as a permitted use. The parcel is guided commercial per the City’s 2040 Comprehensive Plan.

Current Zoning	GB, General Business
Existing Land Use	Agricultural
Future Land Use per 2040 Comp Plan	Commercial
Utility Staging Area	1A=2018-2025

Surrounding Zoning and Land Use

Direction	Zoning	Existing Land Use	Future Land Use
North	R-BR, Rural Business Reserve	Agricultural	Commercial
South	LI, Light Industrial	Industrial	Industrial

East	PUD (City of Hugo)	Commercial	Commercial
West	GB, General Business	Vacant Commercial	Commercial

Subdivision Ordinance

Conformity with the Comprehensive Plan and Zoning Code

The preliminary plat, final plat and commercial development are consistent with the Comprehensive Plan in regards to the resource management system, land use plan, housing plan, transportation plan and sanitary sewer and water supply plan.

The commercial development is also in compliance with zoning code requirements for GB, General Business and performance standards as detailed below.

Blocks and Lots

The revised preliminary plat contains Lots ~~1-2~~ 1-3, Block 1 and Outlots A-B, Belland Farms. Lot 3 was added as a condition of preliminary plat approval.

Parcel	Acres	Purpose
Lot 1, Block 1	1.76 acres	Medical Eye Clinic
Lot 2, Block 1	1.99 1.97 acres	Potential Future Daycare
<u>Lot 3, Block 1</u>	<u>1.38 acres</u>	<u>Future Development</u>
Outlot A	0.46 0.45 acres	Stormwater Pond
Outlot B	12.83 11.15 acres	Future development
TOTAL	17.04 <u>16.71</u> acres	

Since there is no underlying preliminary plat and development plans for Outlot B, the outlot will need to be preliminary and final platted in the future. This will be similar to the development of Main Street Shoppes and Otter Crossing to the west.

Outlot A contains a publicly maintained stormwater pond and it shall be deeded to the City after it has been installed, established and approved by the City.

Streets and Alleys

Rosemary Way is a public street aligning with Rosemary Way in the City of Hugo and extends from 24th Avenue west across the north lot lines of Lots 1-2, Block 1. The public street is proposed at 32 ft wide paved back to back with ~~60~~ 66ft of street right-of-way. Additional street right-of-way ~~may be needed~~ has been added in order to accommodate a southbound right turn lane and thru and left turn lanes and sidewalk.

Street right-of-way 33.5 ft in width is being dedicated along 24th Avenue creating a full 66ft of right-of-way. No additional street right-of-way is required along 24th Avenue.

Staff notes Rosemary Way will eventually extend west and connect to Otter Lake Road to serve future development in both Belland Farms and Main Street Shoppes. This connection will create an important “backage road” from the City of Hugo and parallel to CSAH 14/Main Street to support transportation in the area. CSAH 14/Main Street is an A-Minor Connector road and has limited access points throughout the corridor. Southbound 24th Avenue access onto CSAH 14/Main Street is right in/right out.

This future street connection is also supported by Lino Lake Public Safety in order to provide faster and more direct emergency response from CSAH 14 and Otter Lake Road.

This future street connection is further supported by the following City Code Sections:

§ 1001.096 LAND REQUIREMENTS.

(2) Proposed subdivisions shall be coordinated with surrounding properties and/or neighborhoods so that the city as a whole may develop efficiently and harmoniously.

§ 1001.100 STREETS AND ALLEYS.

(3) *Streets, continuous.* Except for cul-de-sacs, streets shall connect with streets already dedicated in adjoining or adjacent subdivisions or provide for future connections to adjoining unsubdivided tracts, or shall be a reasonable projection of streets in the nearest subdivided tracts. The arrangement of thoroughfares and collector streets shall be considered in their relation to the reasonable circulation of traffic, to topographic conditions, to runoff of storm water, to public convenience and safety, and in their appropriate relation to the proposed uses of the area to be served.

Easements

Standard drainage and utility easements at least 10 feet wide have been provided over the lots lines and over Outlot A. An oversized 30 ft wide drainage & utility easement is provided along the east lot line of Lot 1 for drainage to the stormwater pond.

Several separate easement documents have been recorded along CSAH 14 (Main St). These easements are for trail, drainage & utility purposes.

A separate trail easement with exhibit shall be recorded for the new trail along 24th Avenue.

Staff Comment:

1. Standard drainage & utility easements a minimum of 10 ft wide shall be shown on the preliminary plat and provided on the final plat over Wetlands 1 ~~and 2~~.
2. A drainage and utility easement shall be provided over the municipal sanitary sewer and watermain extending to the west lot line on the final plat.

Public Land Dedication

The City will collect a cash fee of ~~\$9,450~~ \$9,399.60 in lieu of land dedication for commercial development for final platted Lots 1 and 2, Block 1, Belland Farms. A trail shall be constructed along the west side of 24th Avenue between Rosemary Way and CSAH 14/Main Street. The City will reimburse the developer for the trail construction costs. The trail shall be installed by the developer and maintained by the City.

Belland Farms	
3.75 3.73 acres x \$2,520 per acre =	\$9,399.60 ^a

^a Trail construction costs will be reimbursed to the developer.

Site and Building Plan Review

Site Plan

This site and building plan review is only for Lot 1, Block 1, Belland Farms and the proposed 12,230 sf medical eye clinic. Lot 2 indicates a future daycare and site plan review will occur at a future date upon the submission of a separate land use application. Lot 3 will also require a separate land use application for future site and building plan review.

The building is located in the southeast corner of the site with parking lot and stormwater pond in the rear yard. Sidewalk extends around the building south to CSAH 14/Main Street.

Staff has completed a full site and building plan review of the project. Overall, the proposed site plan and building meets ordinance and performance standard requirements unless otherwise noted.

Staff Comments:

1. A 5 ft wide concrete sidewalk shall be constructed along the south side of Rosemary Way.
 - a. This has been provided.
2. Future development to the north of Rosemary Way will require sidewalk construction on the north side of the street.
3. An 8.5 ft wide bituminous trail shall be constructed along the west side of 24th Avenue from Rosemary Way to CSAH 14/Main Street.
 - a. This has been provided.
4. The sidewalk north of the building on Lot 1 shall extend east and connect with the new trail.
 - a. Unfortunately, the grade from the sidewalk to the trail will not accommodate an ADA compliant connection.

Lot Size and Setbacks

The front lot line is along CSAH 14 (Main Street). The rear lot line is along Rosemary Way. This is consistent with Main Street Shoppes and Otter Crossing developments to the west.

	GB Requirements	Lot 1	Lot 2^a	<u>Lot 3^a</u>
Min. Lot Size	20,000 sf	76,808 76,538sf	86,899 86,027sf	<u>60,164sf</u>
Min Lot Width	100 ft	245 ft	229 ft	<u>170 ft</u>
Setbacks-Street	Required	Proposed	Proposed	<u>Proposed</u>
Principal Building-CSAH 14 (arterial)	40 ft	67 ft	95 ft	<u>Future</u>
Principal Building-24 th Ave (local)	30 ft	30 ft	NA	<u>Future</u>
Parking Lot	15 ft	28 and 31 ft	NA	<u>Future</u>
Setbacks-Side Yard	Required	Proposed	Proposed	<u>Proposed</u>
Principal Building	10 ft	95 ft	20 & 75 ft	<u>Future</u>
Accessory Building	10 ft	NA	16 & 192 ft	<u>Future</u>
Parking Lot/Driveway	10 ft	20 ft	15 & 35ft	<u>Future</u>
Setbacks-Rear Yard (Rosemary Way)	Required	Proposed	Proposed	<u>Future</u>
Principal Building	30 ft	88 ft	200 ft	<u>Future</u>
Accessory Building (trash enclosure)	5 ft	120 ft	175 ft	<u>Future</u>
Parking Lot/Driveway	10 ft	20 ft	74 ft	<u>Future</u>

^aA Land Use Application for full Site Plan Review of Lot 2 and Lot 3 will be required upon development of that site.

Architectural Plans and Exterior Building Materials

The medical eye clinic building is single story with exterior materials consisting of brick, glass and fiber cement panel. The color palette consists of earth tone dark gray, brown, light tan brick, light gray fiber cement panel and dark bronze flashing. The materials and percentages are compliant with performance standards.

The building height is 18' 0" which is less than that maximum 45 ft allowed.

A trash enclosure is proposed on the north side of the building. Construction details provided on Sheet A200 indicate dark ironspot brick and champagne brick to match the main building.

The gate is a dark composite wood swing gate that has 100% opacity. The enclosure is 8' 0" in height. The trash enclosure meets performance standards.

Per Sheet A300, the mechanical equipment is located on the rooftop and screened by a mechanical screen.

The building will be sprinkled for fire suppression.

Outdoor Lighting

Per Section 1007.043(6)(d), no light source shall exceed 1.0 foot candle onto right of way or 0.4 foot candle onto adjacent property. Sheet M, Site Photometric Plan indicates light sources exceeding these limits and shall be revised.

Light fixtures on the 27 ft high poles are down lit and cutoff as required by city code. Architectural entry access lights are allowed on the front and side elevations.

Off-Street Parking Requirements

Per City Code Section 1007.044(6), medical clinics require 3 spaces plus at least 1 space per 200 sf of floor area. The 12,480 sf medical eye clinic would require 62 parking stalls. The site plan provides 74 parking stalls so this requirement is met.

The site plan shows ~~±~~ 11 additional future parking stalls west of Outlot A. These stalls are not needed to meet City requirements.

Grading Plan and Stormwater Management

Per the Stormwater Management Plan prepared by Carlson McCain dated September 13, 2021, all stormwater from the site currently either drains to a culvert located in the southeast corner of the site or to the north to the wetland located in the northwest corner of the site. The wetland located in the southwest corner of the site overflows to the culvert located in the southeast corner of the site.

The proposed drainage boundary will contain approximately ~~2.723~~ 2.942 acres of impervious surface, which includes the public street, Lot 1 and Lot 2 for a net increase of ~~2.420~~ 2.639 acres. One wet sedimentation basin will be constructed in Outlot A to provide water quality and rate control for the site. Due to onsite soils consisting primarily of clay type soils, infiltration is not feasible at this site. All stormwater that doesn't flow to the basin will ultimately flow to the culvert located in the southeast corner of the site.

The proposed stormwater management facility has been reviewed by the City Engineer and RCWD and is compliant for rate control, water quality and volume control.

Public Utilities

The medical eye clinic and future commercial development will be municipally served by a 27” PVC sanitary sewer located along 24th Avenue and an 8 27” PVC sanitary sewer along Rosemary Way.

The subject site is located in Utility Staging Area 1A (2018-2025) and Sanitary District 5 (Sub-District 5A). Sanitary flows from this district are conveyed to the southeast, discharging into the MCES Lino Lakes Relief Interceptor located at the intersection of CSAH 14 and 24th Avenue.

It should be noted that current development east of I-35E and north of CSAH 14/Main Street in Otter Crossing and Main Street Shoppes is being served by Sanitary Sewer District 3 and the sanitary sewer main located in Otter Lake Road in order to help facilitate and expedite development. Future land development within Sanitary District 5 shall be evaluated for capacity and flow to either District 3 or District 5.

The development will be municipally served by an 8 12” DIP watermain located along 24th Avenue and Rosemary Way.

Tree Preservation and Mitigation Standards

The Environmental Coordinator revised the tree preservation, mitigation and landscaping section of the September 29, 2021 Environmental Board staff report as follows:

Sheet TP1, Tree Preservation Plan calls for removal of 46 trees, most of which are in the southern portion of lot 2. Twenty-six (26) removals are in Basic Use Areas, non-Environmentally Sensitive Areas (ESA). These will not require mitigation. There are 20 trees being removed that are not located in Basic Use Areas or Environmentally Sensitive Areas. These trees will require mitigation of 27 trees.

However, undesirable species do not have to be mitigated for. Removals of a 22” and 8” ash will not require mitigation trees to be planted. The total number of replacement trees required is 24.

30 mitigation trees have been provided. Tree preservation and mitigation standards have been met.

Open Areas Landscape Standards

The purpose of these standards is to provide general site beautification and high aesthetic quality with a mix of plant materials in open areas. Open area landscape standards call for 1 large tree and 3 large shrubs per 2,000 sf.

The following substitutions are allowable:

1 large tree = 1.5 medium or 2 small trees

1 large shrub = 1.5 medium or 3 small shrubs

~~31,252 sf of open space calls for 16 large trees and 47 large shrubs.~~

30,544 sq. ft. of open space calls for 16 large trees and 46 large shrubs.

31 large tree or large tree equivalents and have been provided. 35 large shrub or large shrub equivalents have been provided. Note that 30 medium shrubs have been provided and that a change of species for these 30 shrubs to a larger species (>6ft. height) would meet requirements.

~~The plan has 22 large tree or large tree equivalents near open space that would meet open space standards. The shrubs on site are associated with foundation and buffer and screen standards. The 13 large shrubs associated with the accent for the entrance sign should count towards open space standards. There will be 34 more shrubs required that should be planted in open space. Specifically, these shrubs should be placed around the stormwater basin, along the turf area on the building's east perimeter, or the stormwater runoff area in the south of the building.~~

Buffer and Screen Standards

The purpose of this requirement is to separate and buffer different land use types, screen roads and parking, and screen utility and loading areas. Continuous, year-round planting screens require, at the minimum, a double row of plants with triangulated spacing.

~~Buffers and screens around the parking lot meet the requirements.~~

The south edge of the parking lot has a single row of Autumn Magic Black Chokeberry. This should be a triangulated double row as the rest of the south parking lot perimeter has.

Canopy Cover

Canopy cover standards call for a minimum of 40% canopy coverage. Canopy coverage values are calculated per tree based on the anticipated size 15 years after planting, and the distance to hardscape edge from the planting location.

Vehicular hardscape planned:	27,227 sq. ft.	<u>33,514 sq. ft.</u>
Canopy cover requirement:	10,891 sq. ft.	<u>13,406 sq. ft.</u>
Canopy cover provided:	-9,350 sq. ft.	<u>12,400 sq. ft.</u>

~~Canopy cover requirements have not been met. The 3 large trees near the future parking lot just west of the stormwater basin would add 1,800 sq. ft. of canopy cover if they were moved closer to the parking lot access road. Alternatively, if the future parking lot stalls were added, the vehicular hardscape and canopy cover totals must be recalculated.~~

Foundation Landscaping

The purpose of these standards is to soften and enhance building architecture, define access points, add color and seasonal interest, and to blend buildings in with the natural environment. These standards apply to building fronts and sides facing public or private streets.

2 large trees and 6 large shrubs are required per 100 linear feet of building. These plants should be within 30 feet of the building.

The following substitutions are allowable:

1 large tree = 1.5 medium or 2 small trees

1 large shrub = 1.5 medium or 3 small shrubs

For ~~480~~ 340 linear feet of applicable foundation, ~~10~~ 7 large trees and ~~29~~ 21 large shrubs (or acceptable substitutes) are required for the north, east, and south building faces.

The plans indicate ~~4 large trees, 11 medium trees, 8 large shrubs and 116 medium shrubs.~~ 3 large trees, 10 medium trees, 22 large shrubs, and 106 medium shrubs.

These substitutions are equivalent to ~~11~~ 9 large trees and ~~85~~ 92 large shrubs.

The foundation landscape requirements have been met.

Sod and Ground Cover Standards

All areas not otherwise improved in accordance with the approved site plans shall have a minimum depth of 4 inches of topsoil and be sodded including boulevard areas. Seed may be provided in lieu of sod in certain cases, including when the area is adjacent to natural areas or wetlands.

The area around the stormwater basin will be seeded with MN DOT 34-271 wet meadow seed mix, with 35-241 mesic prairie seed mix at higher elevations extending south along the eastern perimeter. Sod is proposed for the rest of the site.

A native seed mix should be used for the low runoff area in the southeast corner of the site in lieu of sod. Native seed mix has been added to this area.

Boulevard Trees

Boulevard trees are not required for commercial developments.

Signage

A monument sign pad is shown on the northwest corner of Lot 1. A separate Sign Permit Application with detailed sign information is required for any on site or building signage.

Impervious Surface Coverage

The allowed impervious surface coverage per lot in the GB, General Business District is 75%. Lot 1 has ~~59~~ 62% impervious surface. Lot 2 has 52% impervious surface. The proposed post-development impervious surface coverages are compliant.

Traffic Study

A formal traffic study is not required for the 2 lot commercial subdivision. The updated 2020 I-35E Corridor AUAR analyzed traffic impacts for commercial development along this entire corridor. The proposed medical and commercial building are consistent with AUAR Land Use

Scenarios #1 and #2 for commercial development. CSAH 14 (Main Street) is an A Minor Collector road and has capacity to handle the commercial traffic.

Future development of Outlot B may require a traffic study to evaluate impacts to 24th Avenue, Rosemary Way, CSAH 14/Main Street and Otter Lake Road.

Alternative Urban Areawide Review (AUAR)

The site is within the 2005 I-35E Corridor AUAR environmental review boundary. The AUAR was updated in May 2020. The AUAR identifies this site as commercial in the land use scenarios. The Belland Farms project is consistent with commercial development. No further environmental assessment is required.

Wetlands

Per the Wetland Permit Application prepared by Kjolhaug Environmental Services prepared on September 13, 2021, a WCA Notice of Decision for wetland delineation was issued by RCWD on September 7, 2021. Five (5) wetlands were delineated on site.

Wetland	Acres
1	2.47
2	0.56
3	0.74
4	0.08
5	0.05
Total	3.9

Per the RCWD CAPROC dated 11/2/2021, the 2 lot commercial subdivision requires ~~0.7381~~ 0.7928 acres of permanent wetland impacts to Wetland 3 and Wetland 5. Wetland impacts will be mitigated via the purchase of wetland bank credits from the City of Blaine Wetland Bank #1664.

The wetlands are not within the Wetland Management Corridor (WMC) so WMC wetland buffers are not required.

Staff Comments:

1. Standard drainage & utility easements a minimum of 10 ft wide shall be shown on the preliminary plat and provided on the final plat over Wetlands 1 ~~and 2~~.
2. Wetlands 2, 4 and 5 are anticipated to be impacted and mitigated with future development and do not require easements at this time.

Shoreland District

The development is not located in the Shoreland District.

Floodplain

There is no FEMA floodplain on site.

Additional City and Government Agency Review Comments

Anoka County Highway Department

Anoka County Highway Department reviewed the final plat and has no concerns with the plat as proposed.

City of Hugo Comments

The City of Hugo provided a comment letter on October 4, 2021. They recommend a development and construction phasing plan, transportation corridor study, and Elmcrest Avenue/24th Avenue and Rosemary Avenue improvements. Future development of Outlot B, Belland Farms will require a thorough analysis of transportation corridors and necessary road improvements with input from Anoka and Ramsey Counties and the City of Hugo.

Lino Lakes Public Safety Comments

Deputy Director-Fire Division L'Allier notes concerns regarding access to the Belland Farms development for emergency responders if Rosemary Way is not connected to Otter Lake Road sometime in the future.

Deputy Director-Police Division Leibel also notes concerns for emergency responders and large apparatus vehicles that need to do a U-turn at Victor Hugo Boulevard to access the development. Rosemary Way connection to Otter Lake Road is supported.

Future development of Main Street Shoppes and Belland Farms will require Rosemary Way to connect to Otter Lake Road.

Environmental Board

The Environmental Board reviewed the development proposal at their September 29, 2021 meeting and noted some with minor revisions such as additional inlet protection, additional canopy cover and landscaping are needed.

City Attorney

The City Attorney reviewed the title commitment and final plat and notes the final plat and development agreement shall be recorded prior to any conveyances by Rehbein Properties to a third party.

Agreements

Stormwater Maintenance Agreement

The stormwater maintenance for public facilities will be covered under the City's Programmatic Stormwater Management Agreement. The applicant will be required to have their own declaration for stormwater maintenance for the private storm sewer.

Development Agreement

A Development Agreement will be drafted by the City as it relates to the Belland Farms final plat.

Site Improvement Performance Agreement

A Site Improvement Performance Agreement will be drafted by the City as it relates to the Associate Eye Care Partners facility.

Comprehensive Plan

The preliminary and final plat are consistent with the Comprehensive Plan in regards to resource management system, land use plan, housing plan, transportation plan and sanitary sewer and water supply plan.

Findings of Fact

The Findings of Fact for Belland Farms Final Plat are detailed in Resolution No. 22-03.

RECOMMENDATION

Staff recommends approval of the final plat.

The Planning & Zoning Board reviewed the Belland Farms Final Plat on December 8, 2021 and recommended approval with a 6-0 vote.

ATTACHMENTS

1. Resolution No. 22-03
2. Final Plat
3. Resolution No. 22-04
4. Development Agreement
5. Resolution No. 22-05
6. Site Performance Agreement

**CITY OF LINO LAKES
RESOLUTION NO. 22-03**

RESOLUTION APPROVING THE BELLAND FARMS FINAL PLAT

WHEREAS, the City received a land use application for the Belland Farms Final Plat hereafter referred to as Development; and

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

- Belland Farm Civil Plan Set prepared by Carson McCain revision date November 8, 2021
- Associate Eye Care Partners Eye Clinic Building Site Improvement Plans prepared by Carlson McCain revision date November 8, 2021
- Belland Farms Civil and Street Construction Plans prepared by Carlson McCain dated November 8, 2021
- Architectural Plans and Perspectives prepared by SRa revision date November 15, 2021
- Storm Water Management Plan prepared by Carlson McCain revision date November 8, 2021
- Final Plat prepared by EG Rud & Sons dated November 8, 2021; and

WHEREAS, the City Council the approved the Preliminary Plat with Resolution No. 21-115 on November 8, 2021; and

WHEREAS, the Planning & Zoning Board reviewed and recommended approval of the Development on December 13, 2021; and

WHEREAS, the proposed Development is not considered premature and meets the performance standards of the subdivision and zoning ordinance; and

NOW, THEREFORE BE IT RESOLVED by The City Council of The City of Lino Lakes hereby makes the following:

FINDINGS OF FACT

1. The final plat substantially conforms to the approved preliminary plat subject to the conditions listed below.
2. The City Attorney reviewed the status of title/property ownership related to the final plat and provided comments as noted below.
3. A Development Agreement has been drafted and shall be executed.
4. Conditions attached to approval of the preliminary plat have been fulfilled or secured by the Development Agreement.
5. All fees, charges and escrow related to the preliminary or final plat have been paid in full.

BE IT FURTHER RESOLVED by the City Council of the City of Lino Lakes hereby approves Belland Farms Final Plat subject to the following conditions:

1. Rosemary Way street right-of-way extends to the west lot line on the preliminary plat in order to provide future transportation and utility connection to the west.
 - a. Any future phase final plat submittal that shows the Rosemary Way street right-of-way shifting north or south shall not be deemed inconsistent with the preliminary plat provided that such location is approved by the City.
2. Future platting of Outlot B, Belland Farms shall require construction of street and utilities to the west lot line.
3. Future development to the north of Rosemary Way will require sidewalk construction on the north side of the street.
4. Applicable Land Use Applications and submittals are required for future development or platting of Lot 2, Block 1 or Outlot B, Belland Farms.
5. Separate sign permit applications are required for all permanent monument/pylon and wall signage.
6. Separate sign permit applications are required for all temporary signage.
7. Outlot A, Belland Farms contains a publicly maintained stormwater pond. The outlot shall be deeded to the City after the stormwater pond improvements, vegetation, and landscaping have been installed, established and accepted by the City.
8. Future development of Outlot B, Belland Farms may require a traffic study to evaluate impacts to 24th Avenue, Rosemary Way, CSAH 14/Main Street and Otter Lake Road.
9. A Permanent Trail easement and exhibit shall be recorded over the trail on Lot 1, Block 1, Belland Farms.
 - a. The developer is responsible for the installation of the trail.
 - b. The City is responsible for long term maintenance of the trail.
 - c. The City will reimburse the developer the costs of the trail construction.
10. The final plat and development agreement shall be recorded prior to any conveyances by Rehbein Properties to a third party.

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

1. A Development Agreement shall be approved by the City Council, executed and recorded against the property.
2. All comments from the City Engineer Memo dated December 1, 2021 shall be addressed.
3. All comments from the Environmental Coordinator Memo dated November 9, 2021 shall be addressed.
4. All comments from the Anoka County Highway Department letter dated September 23, 2021 shall be addressed.
5. The applicant shall provide documentation from the owner of the pipeline easement allowing for construction and improvements in easement.

6. The applicant shall draft a deed for Outlot A.
7. The applicant shall draft the Permanent Trail Easement and Exhibit for staff review.
8. Belland Farms Plan Set:
 - a. Sheet 3, Preliminary Plat:
 - i. The drainage and utility easements shown on the preliminary plat shall be consistent with those shown on the final plat.
9. Belland Farms Final Plat:
 - a. A drainage & utility easement a minimum 10ft wide shall be provided over Wetland 1.
 - b. A drainage and utility easement shall be provided over the municipal sanitary sewer and watermain extending to the west lot line on the final plat.
10. Associate Eye Clinic Partners Plan Set:
 - a. Sheet A300, Exterior Elevations
 - i. A material and color detail for the rooftop mechanical screen shall be provided.
 - b. Page M, Photometric Plan:
 - i. All lot lines shall be clearly marked and foot candle measurements shall extend past the lot lines.
 1. Foot candles shall not exceed 1.0 onto street right-of-way or 0.4 onto adjacent property.

Adopted by the Council of the City of Lino Lakes this 10th day of January, 2022.

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:

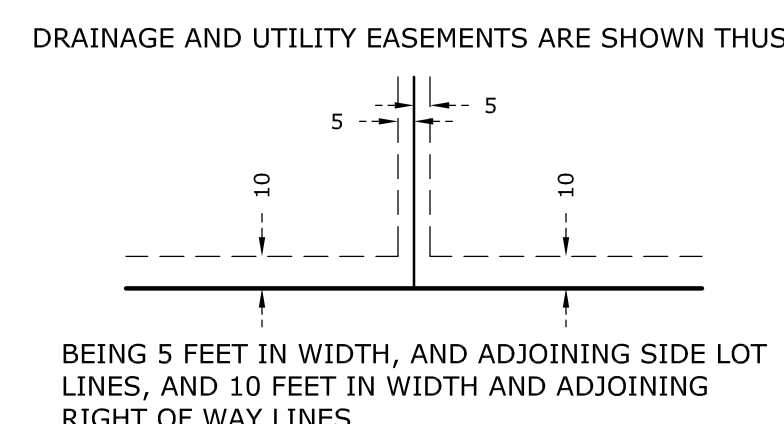
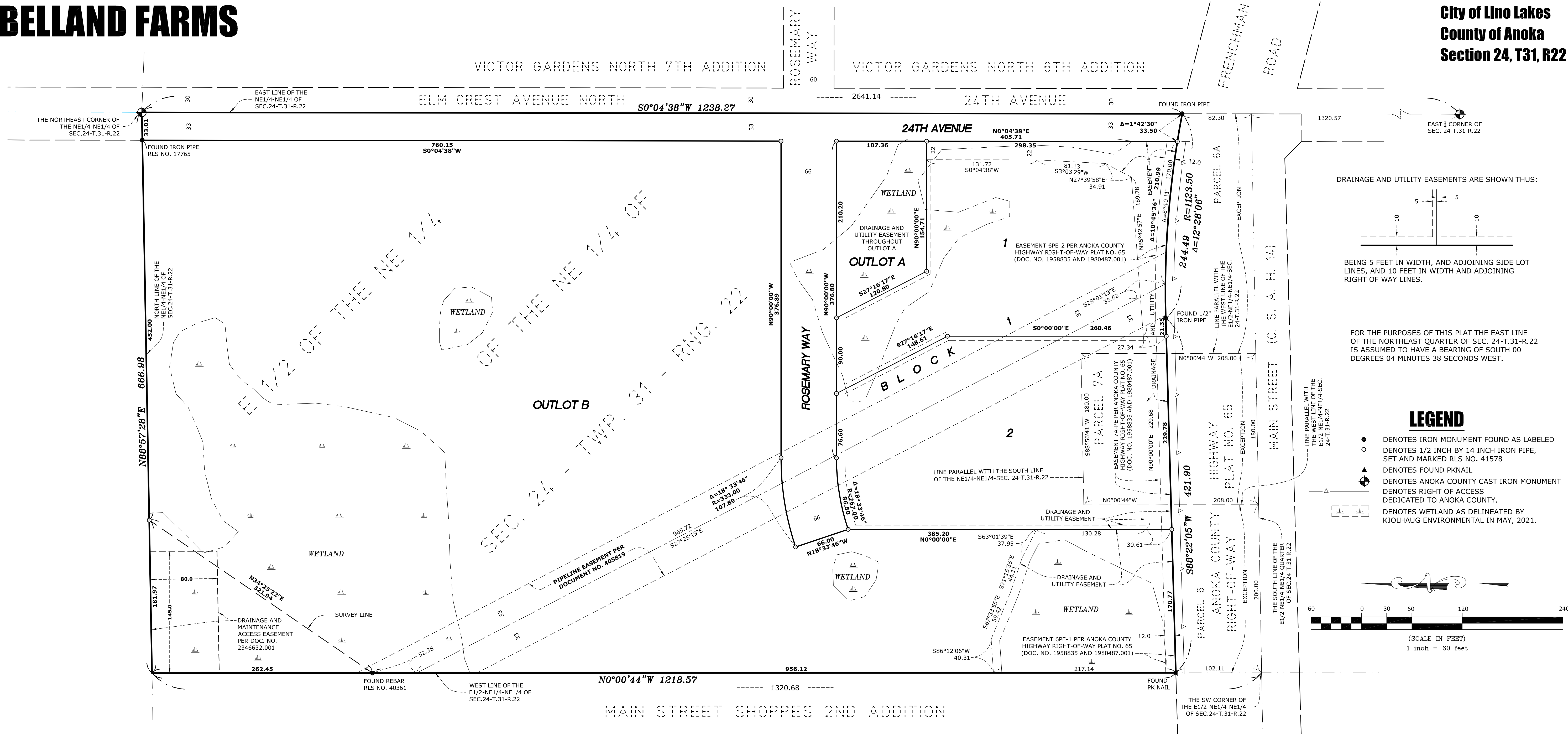
Julianne Bartell, City Clerk

BELLAND FARMS

City of Lino Lakes
County of Anoka
Section 24, T31, R22

PRELIMINARY COPY

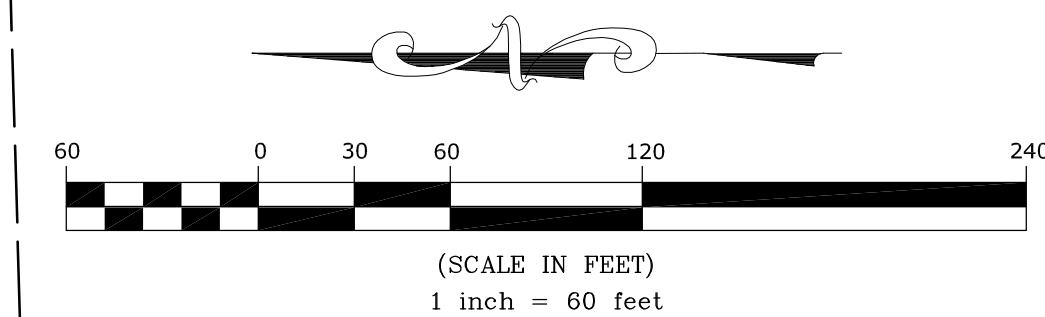
LAST SAVED BY: BDEWETH on Tuesday, December 14, 2021 at 10:58:32 AM
LOCATION: S:\RUD\CAD\21PROJ\210639BT\FINAL PLAT
FILENAME: 210639BT - (FINAL PLAT).DWG
FILESIZE: 1.65MB



FOR THE PURPOSES OF THIS PLAT THE EAST LINE OF THE NORTHEAST QUARTER OF SEC. 24-T.31-R.22 IS ASSUMED TO HAVE A BEARING OF SOUTH 00 DEGREES 04 MINUTES 38 SECONDS WEST.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE, SET AND MARKED RLS NO. 41578
- ▲ DENOTES FOUND PKNAIL
- ⊕ DENOTES ANOKA COUNTY CAST IRON MONUMENT
- ⊕ DENOTES RIGHT OF ACCESS DEDICATED TO ANOKA COUNTY.
- ▭ DENOTES WETLAND AS DELINEATED BY KJOLHAUG ENVIRONMENTAL IN MAY, 2021.



KNOW ALL PERSONS BY THESE PRESENTS: That Rehbein Properties, a Minnesota partnership, owner of the following described property:

Parcel 7A, Anoka County Highway Right of Way Plat No. 65, Anoka County, Minnesota.

AND

The East 1/2 of the Northeast Quarter of the Northeast Quarter of Section 24, Township 31, Range 22, except that part described as follows:

Commencing at the Southwest corner of said East 1/2; thence East along the South line thereof 200 feet to the point of beginning; thence continuing East along said South line 180 feet; thence North parallel with the West line of said East 1/2 208 feet; thence West parallel with the South line 180 feet; thence South parallel with said West line 208 feet to the point of beginning.

EXCEPT

Parcel Nos. 6 and 6A, Anoka County Highway Right of Way Plat No. 65, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as BELLAND FARMS and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown by this plat. Also dedicated to the County of Anoka the right of access onto County State Aid Highway No. 14 as shown on this plat.

In witness whereof said Rehbein Properties, a Minnesota partnership, has caused these presents to be signed by its proper officer this ____ day of _____, 20__.

REHBEIN PROPERTIES

Gerald L. Rehbein, Partner

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20__ by Gerald L. Rehbein, its partner of Rehbein Properties, a Minnesota partnership, on behalf of the partnership.

(signature)

(print name)

Notary Public, _____ County, Minnesota

My Commission Expires _____

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

Dated this ____ day of _____, 20__.

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

STATE OF MINNESOTA
COUNTY OF _____

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

(signature)

(print name)

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

This plat of BELLAND FARMS was approved and accepted by the City Council of the City of Lino Lakes, Minnesota at a regular meeting thereof held this ____ day of _____, 20__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

By _____, as Mayor

By _____, as City Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20__.

David M. Ziegler
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By _____, Deputy
COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA

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

County Recorder/Registrar of Titles

By _____, Deputy



**CITY OF LINO LAKES
RESOLUTION NO. 22-04**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
FOR BELLAND FARMS**

WHEREAS, the City Council approved the final plat for Belland Farms with Resolution No. 22-03 on January 10, 2022; and

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

NOW, THEREFORE BE IT RESOLVED by The City Council of The City of Lino Lakes hereby approves the Development Agreement between Rehbein Properties and the City of Lino Lakes for Belland Farms 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 10th day of January, 2022.

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

DEVELOPMENT AGREEMENT

Belland Farms

THIS AGREEMENT is made this ____ day of _____, 2022, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, and Rehbein Properties, a Minnesota partnership. ("Developer").

1. **Subdivision.** Developer received preliminary plat approval from the City by Resolution No. 21-115 for a plat known as Belland Farms ("Subdivision"). Unless otherwise stated, all terms and conditions of this Agreement relate to work within the Subdivision.
2. **Final Plat Approval.** The City's approval of the final plat of Belland Farms is contingent upon execution and delivery of this agreement, all required petitions, bonds, security, and other documents required by the City, and satisfaction of all conditions of approval required by Resolution No. 22-XXX. The Final Plat is attached hereto as Exhibit A.
3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the City and are fully executed.
4. **Developer Plans.**
 - a. The Subdivision shall be developed in accordance with the following Developer Plans, original copies of which are on file with the City Engineer. The Developer Plans may be prepared and revised after entering into this Agreement but must be approved by the City before commencement of any work. If the plans vary from the written terms of this Agreement, this Agreement shall control.
 - b. The Developer Plans as of the date of this Agreement are:
 - i. Belland Farms Final Plat containing 1 sheet, prepared by E.G. Rud & Sons, Inc., revised November 8, 2021, received November 8, 2021.
 - ii. Belland Farms Public Sanitary Sewer, Water Main, Storm Sewer, and Street Construction plan set containing 7 sheets, dated November 8, 2021, prepared by Carlson McCain, received November 8, 2021.
5. **Permits.** The Developer shall be responsible for securing all development approvals and required permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of construction.

6. **Developer Improvements.** The Developer shall secure a contractor to install the improvements described in this paragraph, or otherwise required herein to be installed by Developer, hereinafter referred to as the "Developer Improvements," which contractor shall be approved by the City in its absolute and sole discretion. The Developer Improvements shall be constructed per the City Standard Specifications for Construction dated January 2022 or current version.

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

- a. Site Grading
 - i. No site work shall commence until all requirements of the Rice Creek Watershed District (RCWD) have been satisfied.
 - ii. All site work shall be conducted in accordance with the grading plan as approved by the City and in accordance with NPDES and RCWD requirements. The Developer shall perform the work in accordance with a Storm Water Pollution Prevention Plan (SWPPP) pursuant to Minnesota Pollution Control Agency (MPCA) requirements.
- b. Grading and Erosion Control
 - i. The Developer shall grade the site to within 0.2 foot of the grades shown on the approved grading plan. No deviations will be allowed unless a revised plan is submitted and approved in writing by the City and all other regulatory agencies.
 - ii. The street right-of-way, storm water storage ponds, and surface water drainage ways shall be graded prior to commencement of utility construction. Four inches of topsoil and a City approved seed mix shall be installed within disturbed areas, and seed mix information shall be provided to the City.
 - iii. The Developer shall be responsible for ascertaining that site geotechnical and groundwater conditions are adequate and conforming with the grading and site improvement as proposed. The Developer shall provide testing from an approved testing company.

- iv. The Developer's engineer shall certify in writing, with an as-built survey, that all grading complies with the approved grading plan prior to issuance of any building permits.
- v. The Developer shall promptly clear dirt and debris within public rights-of-way and drainage and utility easements resulting from construction by the Developer, its purchasers, builders and contractors within five (5) days after notification by the City. The Developer shall be responsible for all necessary street and storm sewer maintenance, including street sweeping, until all home construction is completed, unless otherwise released by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on them, including detour signs if necessary. If and when the streets become impassable, such streets shall be barricaded and closed. The Developer shall maintain a smooth, hard driving surface and adequate drainage on all temporary streets.
- c. Final street grading, subbase, gravel base, concrete curb and gutter, and bituminous base course and wear course shall be furnished and installed.
- d. Sidewalks, trails and street lighting shall be installed within 6 months of the bituminous base course. Extensions may be approved by the City Engineer, due to weather conditions, upon receipt of a written request in writing by the Developer to the City. In no case shall such extension extend beyond one year from the date of installation of bituminous base course.
- e. Storm sewers, when determined to be necessary by the City Engineer, including all necessary laterals, catch basins, inlets and other appurtenances, shall be furnished and installed.
- f. Sanitary sewer mains, laterals or extensions, including all necessary building services and other appurtenances, shall be furnished and installed.
- g. Water mains, laterals or extensions, including all necessary building services, hydrants, valves and other appurtenances, shall be furnished and installed.
- h. The Developer shall place iron monuments at all lot, block, and outlot corners and at all other angle points on boundary lines consistent with the final plat. Iron monuments shall be placed after all street and lawn grading has been completed in order to preserve the lot markers for future property owners. Lot corner irons on the back property line shall be installed so that the top of the iron corresponds to the finished ground elevation in accordance with the approved grading plan. Guard stakes shall be appropriately installed to mark these irons.

- i. Landscaping shall be furnished and installed in accordance with the approved plans. The landscaping shall be maintained by the Developer until accepted by the City's Environmental Coordinator.

Developer shall be responsible for vegetative restoration of ponding areas, outlots, wetland mitigation areas, and other native planting areas identified on the plans in accordance with City Standard Specifications for Construction. Developer shall provide a contract with a qualified firm for the establishment and maintenance of all open space / native plant areas. Said contract shall cover a minimum of the 3 year establishment period, from the date of planting.
 - j. The Developer shall arrange for all gas, telecommunications, cable, internet, electric, and other necessary private utility services to the Subdivision in accordance with City Code and State law. The utilities are required to be located within a joint trench. Street light installations shall be initiated by the Developer with City Engineer approval. The Developer is solely responsible for the cost of private utility and internet installation.
 - k. The Developer shall install mailboxes in accordance with Federal and Postal Service regulations.
7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by November 30, 2022. The Developer may request a reasonable extension of time from the City. If the extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
8. **City Improvements.** No City installed improvements are proposed to be constructed for this subdivision.
9. **Record Drawings.**
- a. Upon project completion, Developer shall submit record drawings, in electronic format, of all public and private infrastructure improvements, including grading, sanitary sewer, watermain, storm sewer facilities, and roads, constructed by Developer. The files shall be drawn in Anoka County NAD 83 Coordinate system and provided in both AutoCAD .dwg and Adobe .pdf file formats. The plans shall include accurate locations, dimensions, elevations, grades, slopes and all other pertinent information concerning the complete work.
 - b. The Developer shall submit certified compaction testing results for the site grading operations that certify that grading work meets pertinent compaction requirements for the project.

- c. A summary of the record plan attribute data for the storm sewer, watermain, and sanitary sewer structures and pipes shall be submitted in the form of an Excel Spreadsheet as provided by the City Engineer.
- d. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

10. **Faithful Performance of Construction Contracts and Security.**

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

11. **Warranty.** The Developer warrants all utility work required to be performed by it against poor material and faulty workmanship for a period of two years after its completion and acceptance by the City. All new streets shall be warranted by the developer for a period of one year from the time the final inspection of the street is completed and accepted by the City. All trees, grass and sod shall be warranted to be alive, of good quality and

disease free for 12 months after planting. Prior to final acceptance of the Developer Improvements the City shall require a Surety Bond or Cash Escrow to cover the warranty provisions of this Agreement. The amount shall be 20 % of the original cost of construction identify in Schedule B.

12. **Dedication.** The Developer shall dedicate to the City, at no cost to the City, any permanent or temporary easements that may be necessary for the construction and installation of the Developer Improvements. All such easements required by the City shall be in writing, in recordable form, containing such terms and conditions as the City shall determine.
13. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the public improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are to be deemed private infrastructure.
14. **Recording and Release.** The Developer agrees that the terms of this Development Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Development Agreement with the Anoka County Recorder to give notice to future purchasers and owners. This shall be recorded against the Subdivision described on Page 1.
15. **Escrow for City's Costs.**
 - a. The Developer agrees to establish a non-interest bearing escrow account with the City in an amount determined by the City Administrator or their designee for the payment of all costs incurred by the City related to the development of the Subdivision including, but not limited to, the following (See Exhibit B for breakdown of costs):
 - i. Planning/ Review
 - ii. Administration - 3% of Developer Improvement Costs
 - iii. City Engineering and Legal
 - iv. Street lighting installation (by utility company, developer to initiate)
 - v. Traffic signing improvements
 - vi. Boulevard tree planting
 - vii. Street, storm sewer and pond maintenance

viii. Property Taxes. Should the recording of the Final Plat occur after July 1st, any and all property taxes on any public property dedicated as a part of this plat shall be the responsibility of the Developer.

b. If the above escrow amounts are insufficient, the Developer shall make such additional deposits as required by the City. The City shall have a right to reimburse itself from the Escrow with suitable documentation supporting the charges.

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

a. Park Dedication

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

$$3.73 \text{ acres} \times \$2,520 \text{ per acre} = \$9,400.00$$

The Developer shall receive credit for construction of the bituminous trail. The estimated trail cost is \$13,232.00. The park dedication fee will be credited in the amount of \$9,400.00. Construction costs in excess of this amount shall be reimbursed by the City upon completion of the trail, City inspection and approval of the trail, and submittal of evidence by the Developer, acceptable to the City, that it has paid all contractors for construction costs related to the trail.

b. The Developer shall pay 15 months of maintenance and energy costs for street lights installed within the Subject Property at the rate of \$8/month/light. After that the City will assume the costs.

c. GIS Mapping Fees

d. Trunk Sewer Connection Fees

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

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

Sanitary Sewer \$1,630.00 Per Unit

Availability Charge

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).

City Sewer (CSAC) \$1,525.00 Per SAC Unit

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

e. Trunk Water Connection Fees

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

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

Water \$2,341.00 Per Unit

Availability Charge

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).

City Water (CWAC) \$1,473.00 Per SAC Unit

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

f. Surface Water Management Area Charges

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

17. Assessment of Charges and Waiver of Rights.

- a. In consideration of the construction of City Improvements listed in Paragraph 8 and /or provision of sewer, water and storm water services, the Developer agrees that the costs of City Improvements together with Trunk Sewer Unit Charge, Trunk Water Unit Charge and the Surface Water Management Area Charge (collectively, "the Charges") may be assessed against the Subdivision parcels. The Developer hereby waives any and all procedural and substantive objections to the special assessments, including notice and hearing requirements, any claim that the assessments exceed the benefit to the properties, and any right to appeal.
- b. Unless the Developer pays the entire balance owed for the Charges contemporaneously with the execution of this Agreement, the Developer shall provide to the City a cash escrow or irrevocable letter of credit in an amount equal to 35% of the total assessments for the Charges as estimated by the City Engineer (see Exhibit B). The letter of credit shall be in a form, and from a bank, as approved by the City. The letter of credit or cash escrow may be used by the City upon default by Developer in the payment of special assessments. The cash escrow or letter of credit shall remain in place throughout the term of the special assessments. The letter of credit may not be terminated without the City's written consent.
- c. Developer, its heirs, successors or assigns, agrees that within 30 days after the date of sale of a lot, the Developer, its heirs, successors or assigns, at its own cost and expense, shall pay the entire unpaid charges assessed or to be assessed under this Agreement against such property.
- d. If a certificate of occupancy is issued before the special assessments have been levied, the Developer, its heirs, successors or assigns shall pay the City the sum of cash equal to 120% of the Engineer's estimate of the special assessments for such Charges that would be levied against the property. Upon such payment the City shall issue a certificate showing the assessments are paid in full. Notwithstanding the issuance of said certificate, the Developer shall be liable to the City for any deficiency and the City shall pay the Developer any surplus arising from the payment based upon such estimate.

- e. Acceleration of Special Assessments upon Default. In the event the Developer violates any of the covenants, conditions or agreements herein, violates any ordinance, rule or regulation of the City, County of Anoka, State of Minnesota or other governmental entity having jurisdiction over the plat or development, or fails to pay when due any installment of any special assessment levied pursuant to this agreement, or any interest thereon, the City at its option, in addition to its rights and remedies hereunder, after 10 days written notice to the Developer, may declare all of the unpaid special assessments which are then estimated or levied pursuant to this agreement due and payable in full, with interest. The City may seek recovery of such special assessments due and payable from the security provided herein. In the event that such security is insufficient to pay the outstanding amount of such special assessments plus accrued interest the City may certify such outstanding special assessments in full to the County Auditor pursuant to Minnesota Statutes section 429.061, subdivision 3, for collection the following year. The City, at its option, may commence legal action against the Developer to collect the entire unpaid balance of the special assessments then estimated or levied pursuant hereto, with interest, including reasonable attorney's fees, and Developer shall be liable for such special assessments and, if more than one, such liability shall be joint and several. In addition to any other rights and remedies upon Developer's default, the City may refuse to issue building permits and/or Certificates of Occupancy for any property within the Subdivision until such time as such default has been corrected to the satisfaction of the City. The Developer agrees to reimburse the City for all costs incurred by the City in the enforcement of this agreement, or any portion thereof, including court costs and reasonable engineering and attorneys' fees, if the City prevails in any enforcement action.

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

- a. Site grading, certified compaction testing and approved by the City.
- b. Execution of this agreement and receipt of all securities required herein, and review and approval of building permit application by the Building Official.

19. **Special Provisions.**

- a. The Developer shall be credited \$366,569.00 for the sanity sewer trunk oversizing and \$70,261.00 for the water trunk oversizing. The Developer will be reimbursed by the City upon completion of the trunk sewer and water lines, the City's inspection and approval of the work, and submittal of evidence, acceptable to the City, that the Developer has paid contractors for the trunk line work.

- b. Rosemary Way street right-of-way extends to the west lot line on the preliminary plat in order to provide future transportation and utility connection to the west.
- c. Any future phase final plat submittal that shows the Rosemary Way street right-of-way shifting north or south shall not be deemed inconsistent with the preliminary plat provided that such location is approved by the City.
- d. Municipal utilities shall be extended to the west property line. Future platting of Outlot B, Belland Farms shall require street construction to the west lot line.
- e. Future development to the north of Rosemary Way will require sidewalk construction on the north side of the street.
- f. Outlot A contains a publicly maintained stormwater pond. The outlot shall be deeded to the City after the stormwater pond improvements, vegetation, and landscaping have been installed, established and accepted by the City.
- g. Future development of Outlot B may require a traffic study to evaluate impacts to 24th Avenue, Rosemary Way, CSAH 14/Main Street and Otter Lake Road.
- h. A Permanent Trail easement and exhibit shall be recorded over the trail on Lot 1, Block 1, Belland Farms.
- i. The developer is responsible for the installation of the trail.
- j. The City is responsible for long term maintenance of the trail.
- k. The City will reimburse the Developer the costs of the trail construction.
- l. The final plat and development agreement shall be recorded prior to any conveyances by Developer to a third party.

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

provide that the City must be given ten days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

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

23. **General.**

a. Binding Effect

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

b. Validity.

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

c. Notices

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

The addresses of the parties are as set forth until changed by notice given as above.

Gerald L. Rehbein
Gordon W. Rehbein
Rehbein Properties
PO Box 368
Lino Lakes, MN 55038
matt@rehbeinag.com
glrehbein@gmail.com
Rick@rehbeinag.com

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

This instrument was drafted by:

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

IN WITNESS WHEREOF, the City and the Developer have caused this Development Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date and year first written above.

CITY OF LINO LAKES

By _____
Mayor

ATTEST

By _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____ day of _____, 2022,
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 _____, 2022,
by Julianne Bartell as City Clerk of the City of Lino Lakes on behalf of said City.

Notary Public

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EXHIBIT A

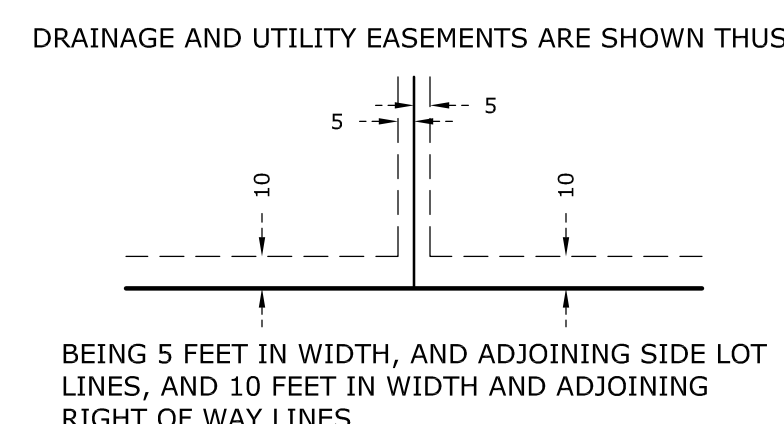
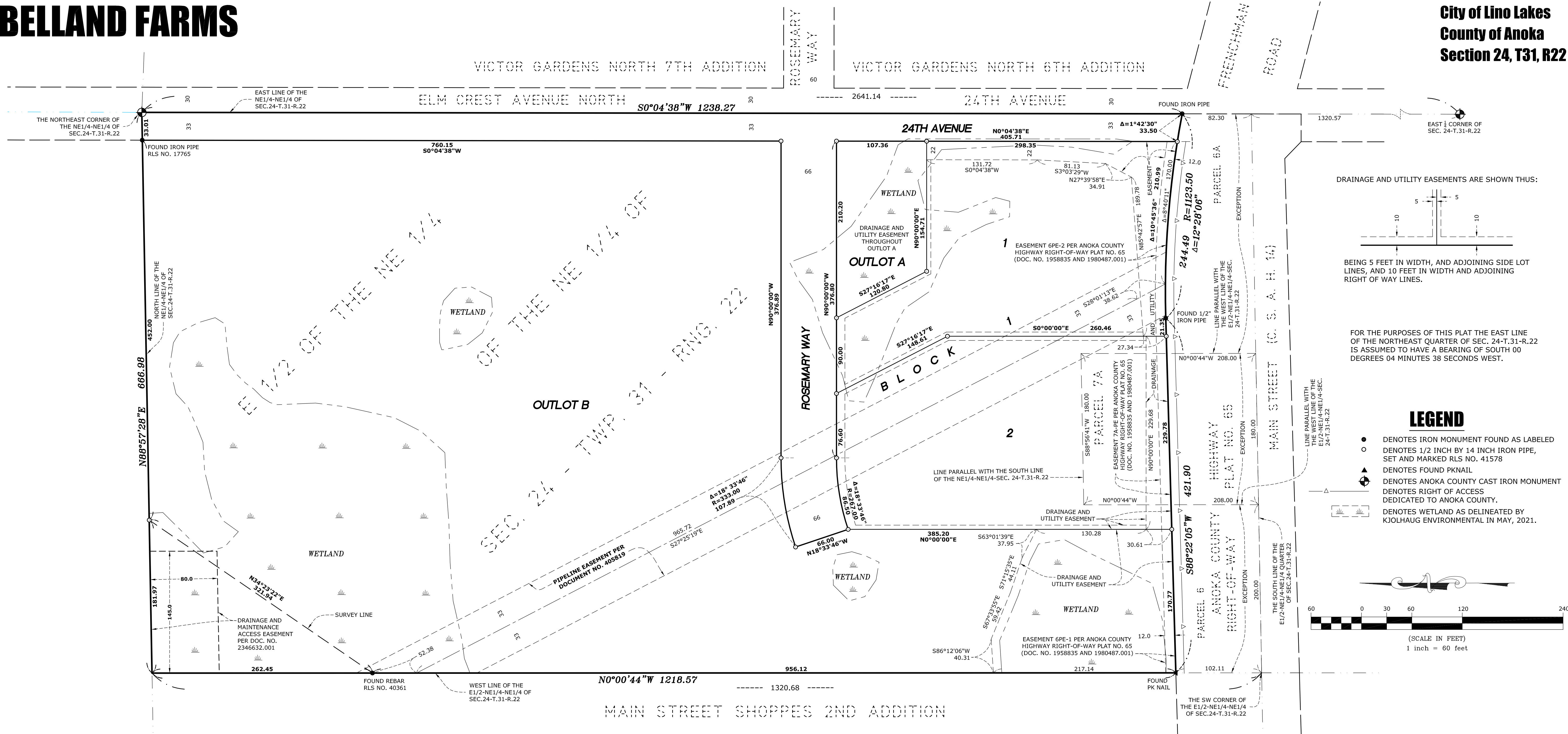
Final Plat Belland Farms

BELLAND FARMS

City of Lino Lakes
County of Anoka
Section 24, T31, R22

PRELIMINARY COPY

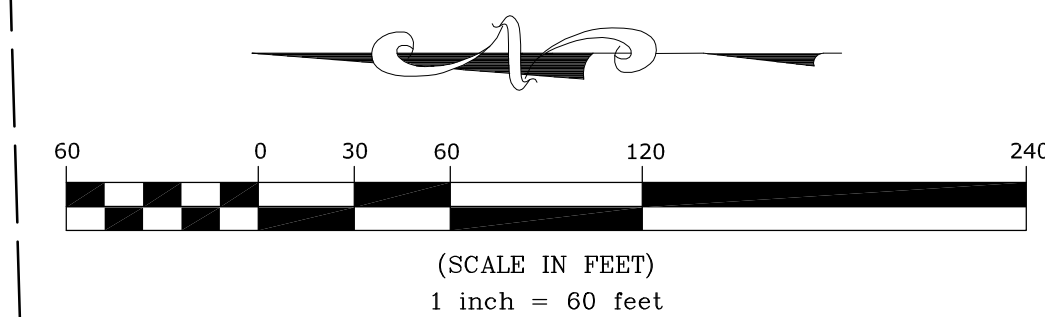
LAST SAVED BY: BDEWETH on Tuesday, December 14, 2021 at 10:58:32 AM
LOCATION: S:\RUD\CAD\21PROJ\210639BT\FINAL PLAT
FILENAME: 210639BT - (FINAL PLAT).DWG
FILESIZE: 1.65MB



FOR THE PURPOSES OF THIS PLAT THE EAST LINE OF THE NORTHEAST QUARTER OF SEC. 24-T.31-R.22 IS ASSUMED TO HAVE A BEARING OF SOUTH 00 DEGREES 04 MINUTES 38 SECONDS WEST.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE, SET AND MARKED RLS NO. 41578
- ▲ DENOTES FOUND PKNAIL
- ⊕ DENOTES ANOKA COUNTY CAST IRON MONUMENT
- ⊕ DENOTES RIGHT OF ACCESS DEDICATED TO ANOKA COUNTY.
- ▭ DENOTES WETLAND AS DELINEATED BY KJOLHAUG ENVIRONMENTAL IN MAY, 2021.



KNOW ALL PERSONS BY THESE PRESENTS: That Rehbein Properties, a Minnesota partnership, owner of the following described property:

Parcel 7A, Anoka County Highway Right of Way Plat No. 65, Anoka County, Minnesota.

AND

The East 1/2 of the Northeast Quarter of the Northeast Quarter of Section 24, Township 31, Range 22, except that part described as follows:

Commencing at the Southwest corner of said East 1/2; thence East along the South line thereof 200 feet to the point of beginning; thence continuing East along said South line 180 feet; thence North parallel with the West line of said East 1/2 208 feet; thence West parallel with the South line 180 feet; thence South parallel with said West line 208 feet to the point of beginning.

EXCEPT

Parcel Nos. 6 and 6A, Anoka County Highway Right of Way Plat No. 65, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as BELLAND FARMS and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown by this plat. Also dedicated to the County of Anoka the right of access onto County State Aid Highway No. 14 as shown on this plat.

In witness whereof said Rehbein Properties, a Minnesota partnership, has caused these presents to be signed by its proper officer this ____ day of _____, 20__.

REHBEIN PROPERTIES

Gerald L. Rehbein, Partner

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20__ by Gerald L. Rehbein, its partner of Rehbein Properties, a Minnesota partnership, on behalf of the partnership.

____ (signature)

____ (print name)

Notary Public, _____ County, Minnesota

My Commission Expires _____

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

Dated this ____ day of _____, 20__.

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

STATE OF MINNESOTA
COUNTY OF _____

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

____ (signature)

____ (print name)

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

This plat of BELLAND FARMS was approved and accepted by the City Council of the City of Lino Lakes, Minnesota at a regular meeting thereof held this ____ day of _____, 20__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

By _____, as Mayor

By _____, as City Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20__.

David M. Ziegler
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By _____, Deputy
COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA

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

County Recorder/Registrar of Titles

By _____, Deputy

EXHIBIT B

Securities, Escrows & Fees

EXHIBIT B
Securities, Escrows & Fees

PROJECT: Belland Farms
APPLICANT: Rehbein Properties

NUMBER OF REU's: TBD
NO. OF LOT FRONTAGE: NA
AREA (ACRES): 6.1

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Public)</u>	
EROSION CONTROL	\$2,000
TRAIL	\$13,232
STREETS	\$226,081
STORM SEWER CONST.	\$36,100
SANITARY SEWER CONST.	\$599,445
WATERMAIN CONST.	\$186,790
ENGINEERING & SURVEYING	\$15,000
Total	<u>\$1,078,648</u>
Letter of Credit Amount X 150%	\$1,617,972

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$3,000
ADMINISTRATION	\$32,360
ENGINEER PLAN REVIEW	\$3,800
ENGINEER CONSTRUCTION SERVICES	\$30,210
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$4,200
STREET LIGHT INSTALLATION	\$2,500
STREET & STORMWATER MAINTENANCE	\$1,500
PROPERTY TAXES	\$0
TRAFFIC AND SIGNING IMPROVEMENTS	\$0
BOULEVARD TREE PLANTING	\$0
Total	<u>\$77,570</u>

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$9,400
PARK DEDICATION CREDIT	TBD
Subtotal Park Dedication Fee	\$0
AUAR	\$1,003
GIS MAPPING FEE	\$180
STREET LIGHTING OPERATION	\$120
Total	<u>\$1,303</u>

TRUNK SANITARY SEWER	
TRUNK CHARGE PER (ACRE OR UNIT)	\$29,034
AVAILABILITY CHARGE PER SAC UNIT	Collect w/ Building Permit
TRUNK SANITARY SEWER CREDIT	(\$366,569)
TRUNK WATERMAIN	
TRUNK CHARGE PER (ACRE OR UNIT)	\$41,698
AVAILABILITY CHARGE PER SAC UNIT	Collect w/ Building Permit
TRUNK WATERMAIN CREDIT	(\$70,261)
TOTAL TRUNK SEWER & WATER FEES	<u>(\$366,098)</u>

SURFACE WATER MANAGEMENT	\$67,545
SURFACE WATER MANAGEMENT CREDIT	\$0
TOTAL SURFACE WATER MANAGEMENT FEES	<u>\$67,545</u>

<u>SUMMARY OF SECURITIES, ESCROW & FEES</u>	
SECURITY: DEVELOPER IMP'MENT COSTS	\$1,617,972
ESCROW FOR CITY COSTS	\$77,570
DEVELOPMENT FEES	\$1,303
SURFACE WATER MANAGEMENT FEES	\$67,545

**CITY OF LINO LAKES
RESOLUTION NO. 22-05**

**RESOLUTION APPROVING A SITE IMPROVEMENT
PERFORMANCE AGREEMENT WITH DRF LINO EYE BUILDING, LLC
(ASSOCIATE EYE CARE PARTNERS)**

WHEREAS, the City has completed review of the site and building plans for Associate Eye Care Partners; and

WHEREAS, the parcel is legally described as:

Lot 1, Block 1, Belland Farms; and

WHEREAS, Section 1007.020(5)(d) of the Lino Lakes Zoning Ordinance requires the execution of a site performance agreement prior to issuance of a building permit.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes that the Site Improvement Performance Agreement between the City of Lino Lakes and DRF Lino Eye Building, LLC is hereby approved and the Mayor and City Clerk are authorized to execute such agreements on behalf of the City.

Adopted by the Council of the City of Lino Lakes this 10th day of January, 2022.

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 OF LINO LAKES, MINNESOTA
SITE IMPROVEMENT PERFORMANCE AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2022, is by and between the **City of Lino Lakes**, a municipal corporation organized under the laws of the State of Minnesota, and DRF Lino Eye Building LLC (“Developer”).

WHEREAS, the Developer has received approval of Site Development Plans, hereinafter called the "Plans", by the City of Lino Lakes on the 10th day of January, 2022, and in accordance with the Plans all of which are made a part hereof by reference. In consideration of such approval, the Developer, its successors and assigns, does covenant and agree to perform the work as set forth in the Plans, in the aforesaid approval, and as hereinafter set forth upon the real estate (hereinafter referred to as "Property") described as follows:

Lot 1 Block 1 Belland Farms

NOW, THEREFORE, in consideration of the mutual promises of the parties made herein,

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

I. DESIGNATION OF IMPROVEMENTS.

- A. Improvements on the project site to be installed at the Developer’s expense by the Developer as hereinafter provided are hereinafter referred to as “On-site Work”.
- B. Improvements off the project site to be installed at the Developer’s expense, if any, by the Developer as hereinafter provided are hereinafter referred to as “Off-Site Work”.
- C. Developer shall enter into a Declaration for Maintenance of Stormwater Facilities.

II. ON-SITE WORK.

- A. On-Site Work. The On-Site Work shall consist of the improvements described in the approved Plans, to include any approved subsequent amendments, and shall be in compliance with all applicable statutes, codes and ordinances of the City. The On-Site Work includes all on-site exterior amenities as shown on the approved Plans and as required by the plan approval, such as, but not limited to: landscaping, private driveways, parking areas, sanitary sewer extension, water system extension, storm drainage systems, curbing, lighting, fencing, fire lanes, sidewalks, exterior building architectural design and building elements, site grading and erosion control measures.

Such improvements shall be completed in accordance with Section IV herein.

- B. Cost Estimates. The Developer shall provide the City with a written estimate of all applicable costs of the On-Site Work, itemized by type; the estimates shall be based upon the actual estimates provided by the contractors who are to do the Work. Said cost estimates shall be reviewed by the City, and the City shall establish the actual amount of the financial guarantee. The description and estimated cost of Developer's On-Site Work are as follows:

	Description of Improvements	Estimated Costs
1.	Lighting	\$ 10,000.00
2.	Fences / Screen Structures	\$ 14,400.00
3.	Trash Disposal Structures	\$ 60,000.00
4.	Curbing / Islands / Delineators	\$ 25,000.00
5.	Storm Drainage Systems / Sewers / Catch Basins / Culverts / Swales	\$ 75,000.00
6.	Public Trails and / or Sidewalk	*\$ 0.00
7.	Private Trails and / or Sidewalk	\$35,000.00
8.	Driveway / Curb cut / Parking Lot / Fire Lane	\$ 60,000.00
9.	Water mains / Hydrants / Sanitary Sewers	\$ 20,000.00
10.	Landscaping	\$ 50,000.00
11.	Site Grading	\$ 125,000.00
12.	Erosion Control	\$ 10,00.00
	Total Estimated Cost of Developer Improvements	\$ 484,400.00
	Security Requirement (Total * 35%)	\$ 169,540.00

*Previously collected through the Belland Farms Development Agreement

III. DEVELOPER FEES.

A. Trunk Sanitary 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. The Sanitary Sewer Trunk Charge is \$1,630.00 per unit. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

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).

City Sewer (CSAC) \$1,525.00 Per SAC Unit

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

B. 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. The Water Trunk Charge is \$2,341.00 per unit. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

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).

City Water (CWAC) \$1,473.00 Per SAC Unit.

C. 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.

		Acres	Fee
1.	Sanitary Sewer Trunk Unit Fee (\$1,630/unit; 2.92 units/Acre)		\$0*
2.	City Sewer Availability Fee (\$1,525/SAC Unit)		TBD**
3.	Water Trunk Unit Fee (\$2,341/unit; 2.92 units/Acre)		\$0*
4.	City Water Availability Fee (\$1,473/SAC Unit)		TBD**
5.	City Surface Water Management Fee		\$0*
Total Estimated (Budget) Developer Fees			\$0

***Paid with Belland Farms Development Agreement**

****Paid at the time of Building Permit based on MCES unit determination**

IV. 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, water main, storm sewer facilities, and roads, constructed by Developer. The as-built survey must include, but is not limited to, proposed and final contours with adequate elevation shots to show conformance, property irons (to be exposed in field), low floor and low opening elevations, and the 100-Year High Water Level (HWL) of all ponds, lakes, and wetland areas. 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, water main, 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.

V. COMPLETION DATE.

If the activities authorized by site and building plan approval are not initiated within twelve (12) months from the final execution of this agreement, then

Developer will need to start the site and building plan approval process from the beginning. The Developer shall complete all On Site Work by June 30, 2023. 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.

VI. GUARANTEE.

- A. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer. Concurrently 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 thirty-five (35%) percent of the total estimated cost of Developer's On-site Work. An Irrevocable Letter of Credit shall be for the exclusive use and benefit of the City of Lino Lakes and shall state thereon that the same is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Development Contract, construction of all required improvements in accordance with the ordinances and specifications of the City and guarantees the workmanship and materials for the landscape improvements for a period of one year following the City's acceptance of the landscape improvements. 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 contract, if Developer has been found to be in default of this agreement and only after providing Developer with written notice and opportunity to cure any default. The Irrevocable Letter of Credit shall be automatically extended for additional periods of one year from present or future expiration dates unless sixty (60) days prior to such the City Clerk or Administrator is notified in writing by certified mail or overnight mail that the Letter of Credit will not be renewed.
- B. Upon written request, The City will grant a 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. The Developer may make such requests three times throughout the life of this agreement, with the third and/or final request being at the completion of the project. The City will respond to such request within 30 days time. Prior to the final acceptance of the Developer's Improvements the City shall require a Letter of Credit or Cash Escrow to cover the warranty provisions of the agreement. The amount shall be agreed to by the City Engineer and Developer and Developer may use the Letter of Credit discussed in Section VI.A above.

VII. REIMBURSEMENT OF COSTS.

- A. The Developer agrees to establish a non-interest bearing escrow account with the City in an amount established by the City Engineer or his designee for the payment of all City fees and costs incurred by the City related to the On-site Work, including, but not limited to, the following:

1.	Site Plan Review Fee	\$1,500.00
2.	Administration (Legal, Engineering, Planning and Contract Administration)	\$14,532.00
3.	Negative Short Term Escrow Balance	\$0
	Total Estimated (Budget) Costs for Escrow Account	\$16,032.00

- B. If it appears that the actual costs incurred will exceed the estimate or that the actual costs incurred will be less than the estimate, then Developer and City shall review the costs required to complete the project. In such case, if the actual costs exceed the estimate, then Developer shall promptly pay the additional sums to the City to pay for the agreed upon increase. However, in such case where the actual costs are less than the estimate, the City shall promptly reimburse to Developer any amounts overpaid by the Developer. The Developer may request a statement of the account each month for review.
- C. Intentionally Deleted.

VIII. REMEDIES FOR BREACH.

- A. The City shall give prior written notice to the Developer of any default hereunder before proceeding to enforce such financial guarantee or before the City undertakes any work for which the City will be reimbursed through the financial guarantee. If within twenty (20) days after receipt of such written notice to it, the Developer has not notified the City by stating in writing the manner in which the default will be cured and the time within which such default will be cured, the City will proceed with the remedy it deems reasonably appropriate.
- B. At any time after the completion date and any extensions thereof, if any of the work is deemed incomplete, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all expenses reasonably incurred by the City in connection therewith, including, but not limited to, engineering, legal, planning and litigation costs and expense. The enumeration of the remedies hereunder shall be in addition to any other remedies available to the City.
1. Specific Performance. The City may in writing direct the surety or the Developer to cause the Work to be undertaken and completed

within a specified reasonable time. If the Developer fails to cause the Work to be done and completed in a manner and time reasonably acceptable to the City, the City may proceed to bring an action for specific performance to require work to be undertaken.

2. Completion by the City. The City, after written notice, may enter the premises and proceed to have the Work done either by contract, by day labor or by regular City forces. The Developer may not question the manner of doing such work or the letting of any such contracts for the doing of any such work; provided that all such work is performed in a reasonable manner, the costs are reasonable and the work is completed in a good and workman-like manner and in accordance with the approved plans and specifications. Upon completion of such work, the Developer shall promptly pay the City the full cost thereof as aforesaid.
3. Deposit of Financial Guarantee. In the event the financial guarantee has been submitted in the form of a Letter of Credit, the City may draw on the Letter of Credit the sum equal to the reasonably estimated cost of completing the Work, plus the City's reasonably estimated expenses as defined herein, including any other reasonable costs, expenses, and damages for which the surety may be liable hereunder, but not exceeding the amount set forth on the Letter of Credit. The money shall be deemed to be held by the City for the purpose of reimbursing the City for any reasonable costs incurred in completing the Work as hereinafter specified. Any funds remaining after completion of the project shall be promptly returned to the Developer.

IX. OCCUPATION OF PREMISES.

The Developer agrees that it will not cause to be occupied any portion of the building or improvements to be constructed upon the premises until completion of the building and site improvements as more fully described in the approved plans and following issuance of a Certificate of Occupancy.

X. 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.

XI. REIMBURSEMENT FOR LITIGATION EXPENSES.

The City and Developer agree that the prevailing party in any litigation pertaining to the enforcement of this Agreement shall be entitled to reimbursement from the non-prevailing party for all reasonable costs incurred by said prevailing party including court costs and reasonable engineering and attorneys' fees.

XII. 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 Site Improvement Performance Agreement.

XIII. 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 Property and shall be deemed covenants running with the land.
- B. 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 (i) mailed by United States mail by certified mail (return receipt requested) or (ii) sent by nationally recognized overnight carrier to the addresses hereinbefore set forth on Page 1. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail or the overnight carrier in accordance with the above. The addresses of the parties hereto are as set forth on Page 1 until changed by notices given as above.
- C. Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the improvements furnished and let

Belland Farms & Associate Eye Care Partners

City Council Meeting
January 10, 2022

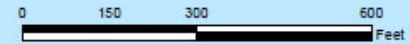


Land Use Application

- Belland Farms Final Plat
 - 2 lots
 - 2 outlots
- Previous Site and Building Plan Review
 - Lot 1
 - 12,230 sf medical eye clinic
- November 8, 2021: Council approved Preliminary Plat



Aerial Map Belland Farms-AECP

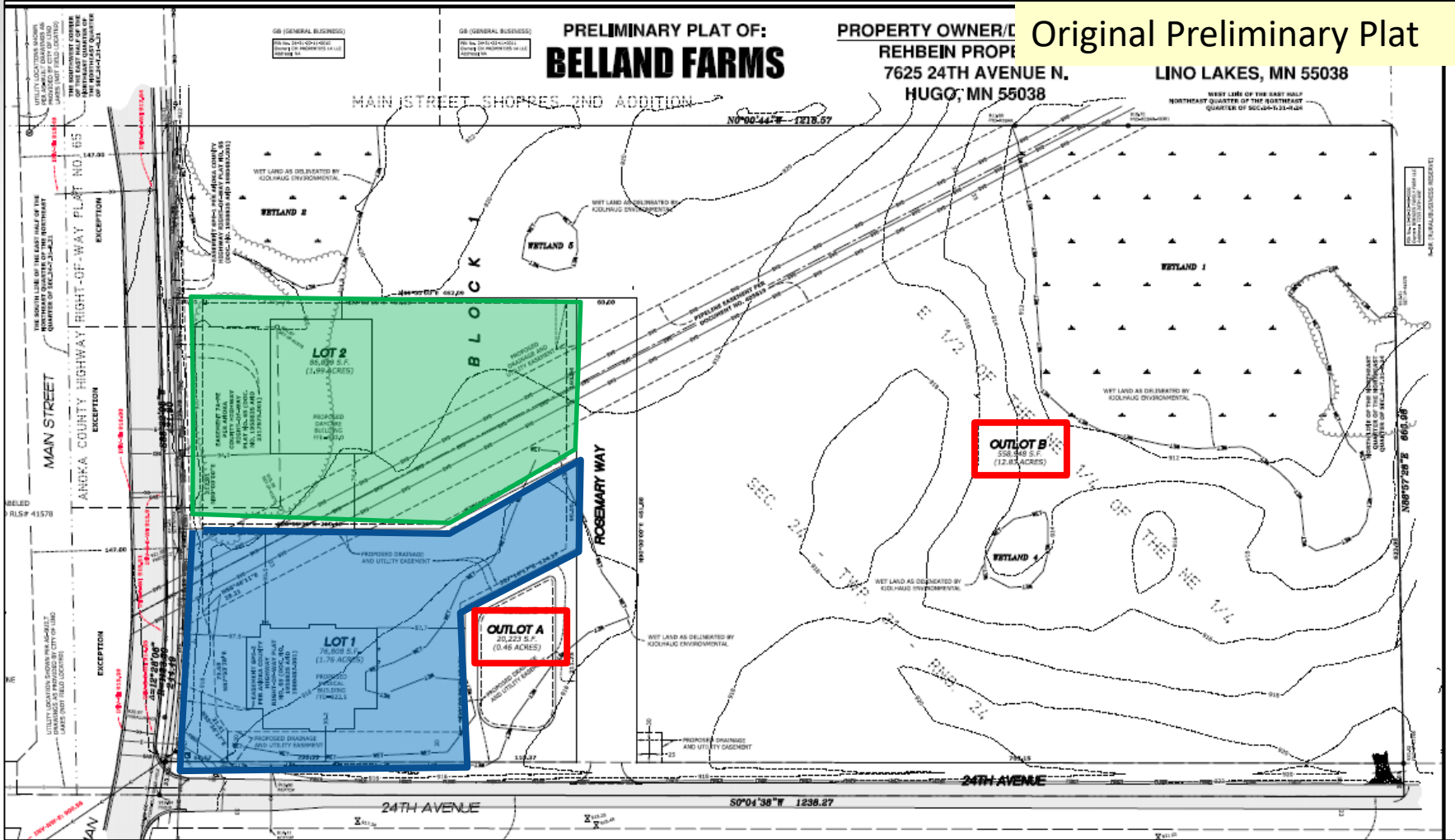


PRELIMINARY PLAT OF:
BELLAND FARMS

PROPERTY OWNER/L
REHBEIN PROP/
7625 24TH AVENUE N.
HUGO, MN 55038

Original Preliminary Plat

LINO LAKES, MN 55038

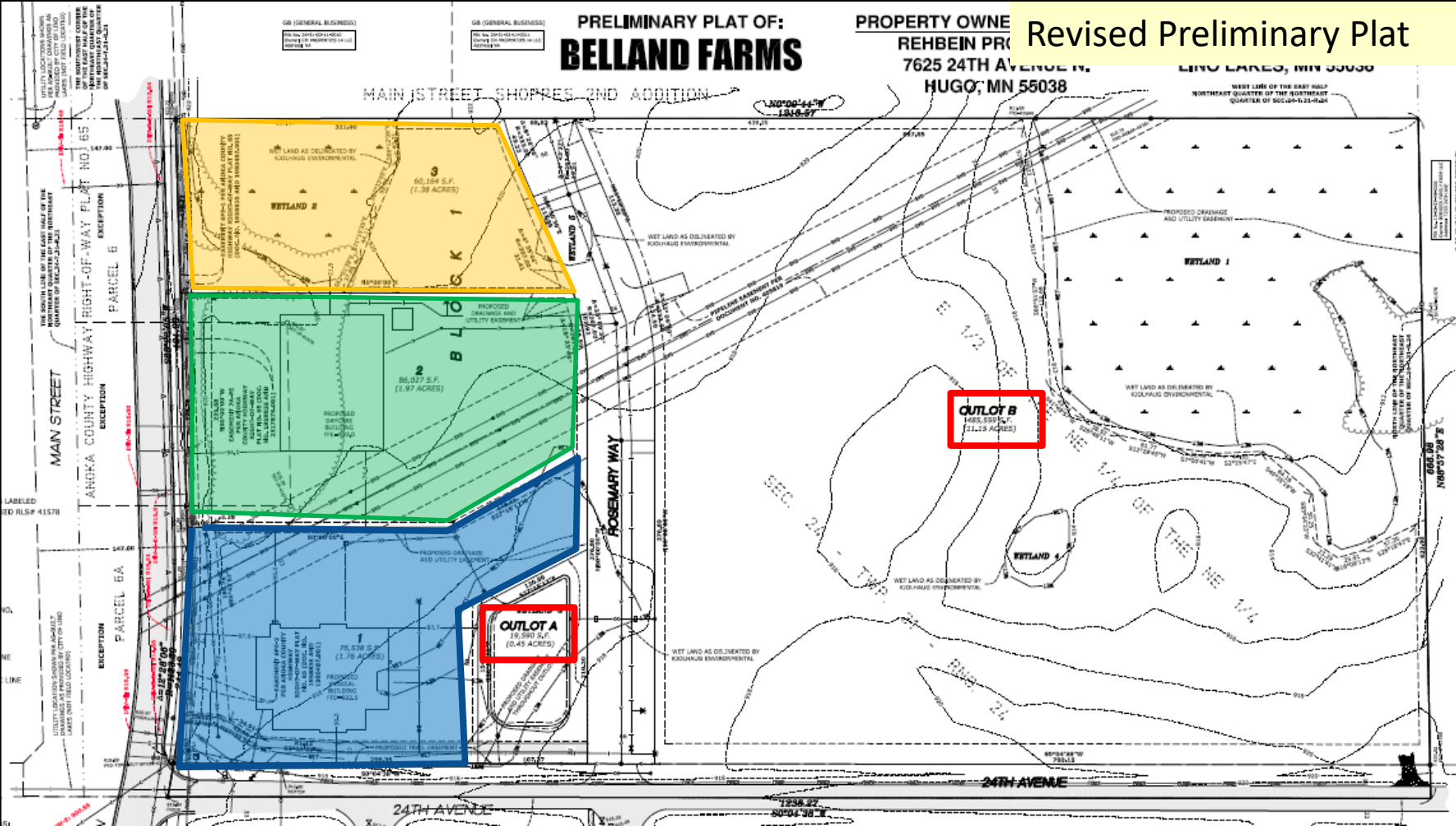


Parcel	Acres	Purpose
Lot 1, Block 1	1.76 acres	Medical Eye Clinic
Lot 2, Block 1	1.99 acres	Potential Future Daycare
Outlot A	0.46 acres	Stormwater Pond
Outlot B	12.83 acres	Future development
TOTAL	17.04 acres	

**PRELIMINARY PLAT OF:
BELLAND FARMS**

**PROPERTY OWNER:
REHBEIN PRK
7625 24TH AVENUE N,
HUGO, MN 55038**

Revised Preliminary Plat



Parcel	Acres	Purpose
Lot 1, Block 1	1.76 acres	Medical Eye Clinic
Lot 2, Block 1	1.99 1.97 acres	Potential Future Daycare
Lot 3, Block 1	1.38 acres	Future Development
Outlot A	0.46 0.45 acres	Stormwater Pond
Outlot B	12.83 11.15 acres	Future development
TOTAL	17.04 16.71 acres	

Wetlands

- Original Wetland Mitigation to just Wetland 3
- Revised Wetland Mitigation to Wetland 3 and Wetland 5
- 0.79 acres total wetland impact
- Mitigation via purchase of wetland bank credits from City of Blaine Wetland Bank #1664
- Not WMC; No Buffers Required
- Wetland 1 & 2
 - 10ft D&U



Figure 2 - Existing Conditions (2019 FSA Photo)



Findings of Fact-Res. No. 22-03

1. The final plat substantially conforms to the approved preliminary plat subject to the conditions listed below.
2. The City Attorney reviewed the status of title/property ownership related to the final plat and provided comments as noted.
3. A Development Agreement has been drafted and shall be executed.
4. Conditions attached to approval of the preliminary plat have been fulfilled or secured by the Development Agreement.
5. All fees, charges and escrow related to the preliminary or final plat have been paid in full.

Recommendation

- December 8, 2021: Planning & Zoning Board reviewed the Belland Farms Final Plat
- Recommended approval with a 6-0 vote.

Council Consideration

Belland Farms and Associate Eye Care Partners (AECF)

- Consider Resolution No. 22-03 Approving Final Plat
- Consider Resolution No. 22-04 Approving Development Agreement
- Consider Resolution No. 22-05 Approving Site Performance Agreement

**CITY COUNCIL
AGENDA ITEM 6B**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: January 10, 2022

TOPIC: MTO Properties Addition Final Plat

- i. Consider Resolution No. 22-06 Approving Final Plat
- ii. Consider Resolution No. 22-07 Approving Development Agreement

VOTE REQUIRED: 3/5

REVIEW DEADLINE:

Complete Application Date:	November 12, 2021
60-Day Review Deadline:	January 11, 2022
120-Day Review Deadline:	March 12, 2022
Environmental Board Meeting:	November 30, 2021
Park Board Meeting:	N/A
Planning & Zoning Board Meeting:	December 8, 2021
City Council Work Session:	January 3, 2022
City Council Meeting:	January 10, 2022

BACKGROUND

The applicant, MTO Properties, is final platting a 1 acre parcel for the purpose of constructing a 2,873 sf commercial office building for Thrivent Financial. The name of the final plat is MTO Properties Addition.

The Land Use Application is for the following:

- Final Plat
 - Outlot A, Rice Lake Estates to Lot 1, Block 1, MTO Properties Addition
- Site & Building Plan Review
 - Commercial office building

This staff report is based on the following information:

- MTO Properties-Thrivent Financial Narrative

- Certificate of Survey and Tree Inventory/Removals prepared by EG Rud & Sons dated November 11, 2021
- Civil Plan Set prepared by Plowe Engineering, Inc. dated November 19, 2021
- Architectural Plan Set prepared by Progressive Architecture dated November 12, 2021
- Landscape Plan Set prepared by Calyx Design Group received on November 11, 2021
- Site Drainage Narrative and Calculation prepared by Plowe Engineering dated November 5, 2021
- Soil Borings prepared by Haugo GeoTechnical Services dated November 5, 2021
- Wetland Delineation Report prepared by Jacobson Environmental, PLLC dated June 26, 2019
- Final Plat prepared by EG Rud & Sons received on November 11, 2021

ANALYSIS

History

The subject site is legally described as Outlot A, Rice Lake Estates. The outlot was platted in 1985 and zoned for commercial development. The original commercial concept was a convenience store. In 1996, Council approved a site plan and conditional use permit for a Lino Lakes Family Dentistry to build a dentist office on the site. That project never moved forward.

Existing Site Conditions

The one (1) acre site is located in the southwest corner of CSAH 49 (Hodgson Road) and Blue Heron Drive. The site is currently vacant commercial land with grass and light wooded area. The site consists of poorly graded sands and poorly graded sands with silt. The recorded water table is 881.90EL. Topography is general flat. Wetlands exist on the northwest end of the site.

Zoning and Land Use

The parcel is zoned NB, Neighborhood Business District and allows for office business-general as a permitted use. The City’s zoning map shows the parcel with a PDO, Planned Development Overlay; however, rezoning Ordinance No. 09-88 states “All of the subdivision of Rice Lake Estates except Outlot A” shall be rezoned to PUD, Planned Unit Development. The zoning map shall be corrected with the City’s upcoming zoning map and ordinance update currently being drafted.

Current Zoning	NB, Neighborhood Business
Current Land Use	Vacant Commercial
Future Land Use per CP	Commercial
Utility Staging Area	1A=2018-2025

Surrounding Zoning and Land Use

Direction	Zoning	Existing Land Use	Future 2040 Land Use
North	GB, General Business	Vacant Commercial	Commercial
South	R-1X, Single Family Executive	Single Family Residential	Low Density Residential
East	GB, General Business	Commercial & Industrial	Commercial
West	R-1X, Single Family Executive	Open Space & Single Family Residential	Open Space & Single Family Residential

Subdivision Ordinance

Conformity with the Comprehensive Plan and Zoning Code

The final plat is consistent with the comprehensive plan for commercial development and zoning code requirements for NB, Neighborhood Business as detailed below.

Blocks and Lots

Outlot A was preliminary platted in 1985 for commercial development. The proposed final plat contains Lot 1, Block 1, MTO Properties Addition.

Parcel	Acres	Purpose
Lot 1, Block 1	1.02	Commercial Building

Streets and Alleys

No new streets are required for the commercial development. Driveway ingress/egress will be from Blue Heron Drive, a local road. CSAH 49 (Hodgson Rd) is an A-Minor Expander road. Both roads are capable of handling traffic from the commercial office building.

An existing 10 ft wide Roadway and Utility Easement is recorded over the northeast portion of the lot. This area is now being dedicated on the final plat. No additional street right-of-way is required.

Easements

Standard drainage and utility easements at least 10 feet wide have been provided along the lot lines.

A minimum 10 ft wide drainage and utility easement is required above the delineated wetland. It does not appear the northwest corner of the wetland is covered by a full 10 ft and this shall be revised.

A drainage and utility easement is required over the stormwater pond facilities.

These easements shall be shown on the preliminary plat and final plat.

Public Land Dedication

The City will collect a cash fee of \$2,570.40 in lieu of land dedication for commercial development for Lot 1, Block 1, MTO Properties Addition.

MTO Properties	
1.02 acres x \$2,520 per acre =	\$2,570.40

Site and Building Plan Review

Site Plan

The applicant is proposing to construct a 2,873 sf commercial office building for Thrivent Financial. The site plan includes a paved parking lot, commercial building, landscaping and outdoor patio area adjacent to the stormwater pond and wetland.

Overall, the proposed commercial building meets ordinance and performance standard requirements unless otherwise noted.

Lot Size and Setbacks

The parcel is an existing outlot platted in 1985.

	NB Requirements	Lot 1, Block 1 MTO Properties
Min. Lot Size	11,250 sf	44,431 sf
Min Corner Lot Width	100 ft	118 ft
Setbacks-Street	Required	Proposed
Principal Building-Hodgson (arterial)	40 ft	41 ft
Principal Building-Blue Heron (local)	30 ft	150 ft
Parking Lot	15 ft	31 and 20 ft
Setbacks-Side Yard (south)	Required	Proposed
Principal Building	35 ^a ft	38 ft

Accessory Building (trash enclosure)	10 ft	20 ft
Parking Lot/Driveway	10 ft	26 ft
Setbacks-Rear Yard	Required	Proposed
Principal Building	30 ft	133 ft
Accessory Building (trash enclosure)	10 ft	235 ft
Parking Lot/Driveway	10 ft	235 ft

^aNB District requires a 35 setback from Residential District

Architectural Plans and Exterior Building Materials

The commercial building is single story with exterior materials consisting of hardi-plank lap board siding, shingles, glass, EFIS, standing seam metal roof, and wood timbers. The color palette consists of earth tone pearl gray, black oak, off white and ebony. Wood timbers also accent the building.

The ordinance allows for stucco or EFIS on no more than 30% of the primary front building elevation and no more than 60% of any side or rear building elevation. The primary front elevation facing Hodgson Road has 19% EIFS that is 3 ft above the ground level. There is no other EFIS on the building. The materials and percentages are compliant with performance standards.

The building height is 23 ft to the top of the highest roofline which is less than that maximum 35 ft allowed.

A trash enclosure is proposed on the south side of the parking lot. Construction details provided on Sheet A1.1 indicate timber or trek decking material to match the timber accent trusses. The enclosure is 6 ft in height and 80% opaque. The trash enclosure meets performance standards.

Per Sheet A1.0, Site Plan, two (2) condensers units are shown on the south side of the building and a transformer pad is shown on the south side of the parking lot. These mechanical equipment components shall be fully screened by coniferous plantings or solid fence.

The building will be sprinkled for fire suppression.

As stated in the applicant’s narrative, the intention of the entire development is to be a transitional element between the commercial buildings along Hodgson and the residential areas on the west side of the parcel. The aesthetic treatment of the building mass, transitional materials selected and attention to placement of filtering elements all have been designed with a “low key” transition from commercial to residential in mind.

Outdoor Lighting

Per Section 1007.043(6)(d), no light source shall exceed 1.0 foot candle onto right of way or 0.4 foot candle onto adjacent property. Page M, the site photometric plan, shows 2 light poles in the parking lot that are 19 ft tall with downlit and cutoff light fixtures.

The light poles and fixtures meet ordinance requirements.

Off-Street Parking Requirements

Per City Code Section 1007.044(6), office buildings require 3 spaces plus at least 1 space per 200 sf of floor area. The building is 2,873 sf which would require 17 stalls. Per Sheet A1.0, the site plan provides 20 parking stalls with one being accessible. Parking requirements are met.

Grading Plan and Stormwater Management

Per the Site Drainage Narrative and Calculation report dated November 5, 2021 prepared by Plowe Engineering, the existing drainage area is 1.02 acres in size that consists of an existing wetland in the northwest corner of the site. The majority of this runoff in the area (approx. 0.81 acres) enters this wetland while the remaining runoff (approx. 0.21 acres) goes to Blue Heron Drive in the south.

Per the preliminary boring logs from Haugo, the site consists of poorly graded sands (SP) and poorly graded sands with silt (SP-SM).

Grading throughout the site is performed to direct the majority of the stormwater runoff to the northwest as it currently drains. To treat the runoff, infiltration was evaluated and with the recorded water table of 881.90 (the infiltration area), an infiltration basin with a bottom of 888.50 was designed. The bottom of the basin is chosen so it can achieve the sufficient 3-foot separation from the water table.

The proposed stormwater management facility has been reviewed by the City Engineer and RCWD for compliance for water quality treatment and runoff control. These requirements are met with only a few minor revisions required to the civil plans.

Public Utilities

The new commercial office building will be municipally served by a 10" PVC sanitary sewer and a 16" DIP watermain located along Blue Heron Drive.

Tree Preservation and Mitigation Standards

Per the November 30, 2021 Environmental Staff Report:

The purpose of these standards is to protect valuable trees and stands of vegetation while not interfering with landowners' reasonable use and development of property. The goal is to

minimize unnecessary loss of habitat, biodiversity, and forest resources and to replace removed trees in areas where tree cover is most critical.

The plan calls for removals of 59 trees, 58 of which will not require mitigation because they are in the Basic Use Area and not in an Environmentally Sensitive Area. One tree is in a Natural Resource Conservation Area and will require 2 mitigation trees to be planted.

Preservation and mitigation standards have not been met.

Open Areas Landscape Standards

The purpose of these standards is to provide general site beautification and high aesthetic quality with a mix of plant materials in open areas. Open area landscape standards call for 1 large tree and 3 large shrubs per 2000 sq. ft.

The following substitutions are allowable:

1 large tree = 1.5 medium or 2 small trees

1 large shrub = 1.5 medium or 3 small shrubs

27,250 sq.ft. of open space calls for: 14 large trees and 42 large shrubs

Provided: 14 large tree equivalents and 0 large shrubs

There are 5 existing trees (cottonwoods) that will be credited as 11 large trees. Existing trees are credited at the following rates:

Existing Tree Value			
Tree Size	deciduous trees under 6" DBH or evergreen trees under 12' tall	deciduous trees between 6"-12" DBH or evergreen trees between 12'-20' tall	deciduous trees over 12" DBH or evergreen trees over 20' tall.
Tree Value	1 large tree	2 large trees	large trees

3 large tree equivalents are included in open space landscaping.

Siberian elms and trees that were not identified to species will not receive existing tree credit.

Open areas landscape standards have not been met.

Buffer and Screen Standards

The purpose of this requirement is to separate and buffer different land use types, screen roads and parking, and screen utility and loading areas. Continuous, year-round planting screens require, at the minimum, a double row of plants with triangulated spacing.

Buffer and/or screen will be required between the parking lot and right-of-way along Hodgson Road and between 6681 Blue Heron Drive and the project site. Also, the buffering shrubs cannot be planted under tree canopy as shown in the landscape plan.

The row of plants between the parking lot and right-of-way needs to be a double row of triangulated plants. The row of *Techny arborvitae* between 6681 Blue Heron Drive and the project site would meet requirements, but they cannot be planted under tree canopy.

Buffers and screens as planned do not meet the requirements.

Canopy Cover

The purpose of this requirement is to mitigate the effects of vehicular hardscape by establishing tree canopy cover to intercept rainfall, protect pavement from sun deterioration, reduce the heat island effect, and improve aesthetics. Canopy cover standards call for a minimum of 40% canopy coverage.

Vehicular hardscape planned:	5,800 sq. ft.
Canopy cover requirement:	2,320 sq. ft.
Canopy cover provided:	1,925 sq. ft.

The 3 large trees near the future parking lot add 1,800 sq. ft. of canopy cover. The crabapple near the accessible parking space is worth 125 sq. ft.

Canopy cover requirements have not been met.

Foundation Landscaping

The purpose of these standards is to soften and enhance building architecture, define access points, add color and seasonal interest, and to blend buildings in with the natural environment. These standards apply to building fronts and sides facing public or private streets.

2 large trees and 6 large shrubs are required per 100 linear feet of building. These plants should be within 30 feet of the building.

The following substitutions are allowable:

1 large tree = 1.5 medium or 2 small trees
1 large shrub = 1.5 medium or 3 small shrubs

The applicable building faces are the northeast and southeast sides, which are approximately 90 ft. and 40 ft. respectively.

The foundation plantings required:

Northeast side:	2 large trees and 6 large shrubs
Southeast side:	1 large tree and 3 large shrubs

The plans indicate:

Northeast side:	0 large trees and 3 large shrub equivalents
-----------------	---

Southeast side: 1 large tree equivalent and 6 large shrubs equivalents

The foundation landscape requirements have not been met for the northeast building face.

Sod and Ground Cover Standards

All areas not otherwise improved in accordance with the approved site plans shall have a minimum depth of 4 inches of topsoil and be sodded including boulevard areas. Seed may be provided in lieu of sod in certain cases, including when the area is adjacent to natural areas or wetlands.

The area at the base of the infiltration basin will be seeded with MN DOT 33-261 stormwater mix. The rest of the site will be turf sod, aside from an area northwest of the infiltration basin that is scheduled for native seeding, though the mix is not specified.

Boulevard Trees

Boulevard trees are not required for commercial developments; however, several existing and new trees are located along both Hodgson Road and Blue Heron Drive.

Signage

Separate sign permit applications are required for all permanent monument and wall signs. Sign permit applications are required for all temporary signs as well.

There is an existing monument structure in the northeast corner of the site near the intersection of Hodgson Road and Blue Heron Drive that appears to be part of the original 1985 Rice Lake Estates development. This structure was proposed to be removed with the 1996 dentist office proposal and shall be removed with this project.

Impervious Surface Coverage

This parcel is in the Shoreland District of Rice Lake and the allowed impervious surface coverage is 60%. Sheet A1.0 notes the proposed impervious at 24%. Impervious surface requirements are met.

Traffic Study

A formal traffic study is not required. Blue Heron Drive is a local road and CSAH 49 (Hodgson Rd) is an A-Minor Expander road. Per the applicant, the new Thrivent Financial building will support 5 advisors and 3 office staff. The number of clients visiting the site ranges from 10-30 per day with an average of 15 per day. Both roads have capacity for a 2,873 sf commercial office building, staff and clients.

Alternative Urban Areawide Review (AUAR)

The site is not within the 2005 I-35E Corridor AUAR environmental review boundary. No environmental assessment is required for a 2,873 sf commercial office building.

Wetlands

A wetland delineation report was completed by Jacobson Environmental, PLLC on June 26, 2019. A WCA Notice of Decision was issued by RCWD on August 26, 2021.

One 0.015 acre wetland area was delineated within the project area. This wetland meadow/shrub swamp was dominated by reed canary grass (*Phalaris arundinacea*) and tussock sedge (*Carex stricta*).

No impacts to this wetland are proposed.

This wetland is part of the Wetland Management Corridor, so a vegetated buffer with an average of 50 ft. and a minimum width of 25 ft. will be required per Rice Creek Watershed District rules.

A minimum 10 ft wide drainage and utility easement is required above the delineated wetland. It does not appear the northwest corner of the wetland is covered by a full 10 ft and this shall be revised.

Shoreland District

The site is in the Shoreland Management District Overlay of Rice Lake. Rice Lake is categorized as a Natural Environment Lake. Impervious surface coverage for a commercial development cannot exceed 60%. The proposed commercial building is 24% impervious. Required setback from the OHWL is 150 ft. The proposed building is 200+ft from the OHWL. Shoreland district requirements are met.

Floodplain

There is no FEMA floodplain on site.

Additional City and Government Agency Review Comments

Anoka County Highway Department

Anoka County Highway Department reviewed the final plat and had no concerns.

Public Safety Comments

Deputy Director L'Allier notes a hydrant shall be located near the Fire Department Connector (FDC).

The Police Division reviewed the plans and had no issues that needed to be addressed.

Environmental Board

The Environmental Board reviewed the development proposal at their November 30, 2021 meeting. The Board recommended approval with minor revisions required.

Planning & Zoning Board

The Planning & Zoning Board reviewed the MTO Properties Final Plat on December 8, 2021. One neighborhood resident spoke regarding concerns with additional traffic. The Board recommended approval with a 6-0 vote.

City Attorney

The City Attorney notes the title commitment shall be updated and it should show MTO Properties LLC as the owner. Also, Item 7 in Schedule B-Part I discusses a potential interest of Lino Lakes Family Dentistry. This interest shall be explained and possibly delete this exception.

Agreements

Stormwater Maintenance Agreement

A Declaration for Maintenance of Stormwater Facilities related to the private stormwater management facilities is required.

Development Agreement

A Development Agreement will be drafted by the City as it relates to the MTO Properties Addition final plat.

Site Improvement Performance Agreement

Financial securities as is relates to the Thrivent Financial office building will be collected with the Development Agreement. A separate Site Improvement Performance Agreement is not required.

Comprehensive Plan

Resource Management System

The Resource Management System Plan goal of preserving surface water quality is supported by the construction of stormwater management BMP's such as curb, gutter, and stormwater pond.

Land Use Plan

The Comprehensive Plan guides this property for commercial use. The proposed commercial office building is consistent with commercial land use.

Housing Plan

The goals and policies of Housing Plan are not negatively impacted by the commercial office building.

Transportation Plan

Goals of the Transportation Plan are to ensure that street and roads are as safe as possible and to reduce unnecessary traffic. CSAH 49 (Hodgson Rd) is an A-Minor Expander and Blue Heron Road is a local road and both have structural capacity to handle the traffic volume of the commercial office building.

Sanitary Sewer and Water Supply Plan

The new commercial office building will be municipally served by a 10” PVC sanitary sewer and a 16” DIP watermain located along Blue Heron Drive. The existing sanitary sewer and water supply system have capacity for the new development.

Findings of Fact

The Findings of Fact for MTO Properties Addition Final Plat are detailed in Resolution No. 22-06

RECOMMENDATION

Staff and Boards recommend approval of the final plat and Development Agreement.

ATTACHMENTS

1. Resolution No. 22-06
2. Final Plat
3. Resolution No. 22-07
4. Development Agreement

**CITY OF LINO LAKES
RESOLUTION NO. 22-06**

**RESOLUTION APPROVING THE
MTO PROPERTIES ADDITION FINAL PLAT**

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

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

- MTO Properties-Thrivent Financial Narrative
- Certificate of Survey and Tree Inventory/Removals prepared by EG Rud & Sons dated November 11, 2021
- Civil Plan Set prepared by Plowe Engineering, Inc. dated November 19, 2021
- Architectural Plan Set prepared by Progressive Architecture dated November 12, 2021
- Landscape Plan Set prepared by Calyx Design Group received on November 11, 2021
- Site Drainage Narrative and Calculation prepared by Plowe Engineering dated November 5, 2021
- Soil Borings prepared by Haugo GeoTechnical Services dated November 5, 2021
- Wetland Delineation Report prepared by Jacobson Environmental, PLLC dated June 26, 2019
- Final Plat prepared by EG Rud & Sons received on November 11, 2021; and

WHEREAS, the City Council approved the Rice Lake Estates final plat on March 26, 1985; and

WHEREAS, the Planning & Zoning Board reviewed and recommended approval of the Development on December 13, 2021; and

WHEREAS, the proposed Development is not considered premature and meets the performance standards of the subdivision and zoning ordinance; and

NOW, THEREFORE BE IT RESOLVED by The City Council of The City of Lino Lakes hereby makes the following:

FINDINGS OF FACT

1. The final plat substantially conforms to the approved preliminary plat subject to the conditions listed below.
2. The City Attorney has reviewed the status of title/property ownership related to the final plat and provided comments as noted below.
3. A Development Agreement has been drafted and shall be executed.

4. Conditions attached to approval of the preliminary plat have been fulfilled or secured by the Development Agreement.
5. All fees, charges and escrow related to the preliminary or final plat have been paid in full.

BE IT FURTHER RESOLVED by the City Council of the City of Lino Lakes hereby approves MTO Properties Addition Final Plat subject to the following conditions:

1. A conservation easement and wetland buffer declaration shall be recorded over the wetland and buffer.
2. A Development Agreement and securities related to the final plat and commercial building are required.
3. A Declaration for Maintenance of Stormwater Facilities related to the private stormwater management facilities is required.
4. Separate sign permit applications are required for all permanent monument/pylon and wall signage.
5. Separate sign permit applications are required for all temporary signage.

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

1. All comments from the City Engineer letter dated December 1, 2021 shall be addressed.
2. All comments from the Environmental Coordinator Memo dated November 30, 2021 shall be addressed.
3. All comments from the Anoka County Highway Department dated December 21, 2021 shall be addressed.
4. The applicant shall draft a Declaration for Maintenance of Stormwater Facilities for the private stormwater maintenance facility.
5. A conservation easement and wetland buffer declaration shall be drafted for City review and comment.
 - a. The documents shall include both RCWD and the City of Lino Lakes as parties.
6. The Site Drainage Narrative and Calculations Report shall include the name of company and professional engineer that wrote it.
7. All applicable plan sheets:
 - a. Plan sheets note a 10ft wide trail on the southeast corner of the site. Please confirm if this is actually a trail. If it is not, please remove the comment from all sheets.
8. Sheet T0, Title Page:
 - a. The 10ft wide trail shall be shown as a removal if it actually exists.
 - b. The monument structure at the northeast corner of the site near the intersection of Hodgson Road and Blue Heron Drive shall be removed.
9. Final Plat
 - a. A drainage & utility easement is required 10ft beyond the stormwater management facility's 100-year storm high water level elevation.

- b. The drainage & utility easement shall be at least 10ft beyond the delineated wetland boundary.
 - c. The drainage & utility easement over the wetland shall not cut through the side yard easements.
10. Sheet A1.0, Site Plan:
- a. The Site Plan notes 10,731sf of hardcover and the Drainage Plan notes 10,873 sf. These notes shall be consistent.
 - b. The building setback shall be measured from the Roadway Easement line.
11. Sheet A2.1, Floor Plan:
- a. The Fire Department Connection (FDC) shall be shown on the floor plan.
12. Sheet C2, Utility Plan:
- a. The Fire Department Connection (FDC) shall be shown on the building.
 - b. A fire hydrant near the FDC shall be provided.
13. Sheet L.1, Landscape Plan:
- a. Callout boxes with species and plant count shall be included for all plantings.
 - b. All ground mounted mechanical equipment components (transformer and HVAC units) shall be fully screened by coniferous plantings or solid fence.
 - c. A 6 ft high fence may be required along the south side of the parking lot if the required canopy cover trees and proposed buffer row conflict.
 - d. The Landscape Plan shall be dated.
14. Title Commitment:
- a. The title commitment shall be updated to within 3 months of recording.
 - b. MTO Properties LLC shall be listed as the owner or deed recording order shall be explained.
 - c. The interest in Lino Lakes Family Dentistry as noted in Item 7 in Schedule B-Part I shall be explained and deleted if not needed.

Adopted by the Council of the City of Lino Lakes this 10th day of January, 2022.

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

PRELIMINARY COPY
AS OF 11-11-21

KNOW ALL PERSONS BY THESE PRESENTS: That MTO Properties LLC, a Minnesota limited liability company, owner of the following described property:

Outlot A, RICE LAKE ESTATES, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as MTO PROPERTIES ADDITION and does hereby dedicate to the public for public use the public way and the drainage and utility easements as shown on this plat. Also dedicating to the County of Anoka the right of access onto County State Aid Highway No. 49 as shown on this plat.

In witness whereof said MTO Properties LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this day of _____, 20__.

MTO PROPERTIES LLC

Benjamin D. Ollila, as _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 20__ by Benjamin D. Ollila, as _____

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

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

Dated this ___ day of _____, 20__.

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

STATE OF MINNESOTA
COUNTY OF _____

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

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

This plat of MTO PROPERTIES ADDITION was approved and accepted by the City Council of the City of Lino Lakes, Minnesota at a regular meeting thereof held this ___ day of _____, 20__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Lino Lakes, Minnesota

By _____ Mayor By _____ Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ___ day of _____, 20__.

David M. Zieglmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA

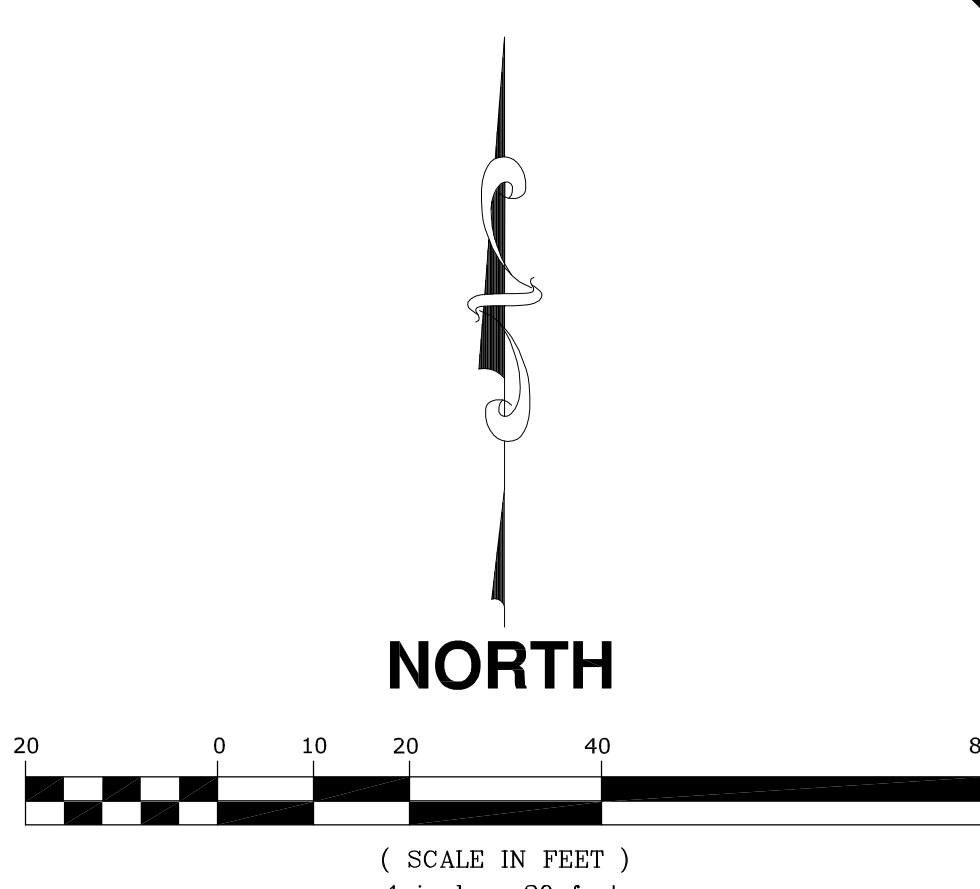
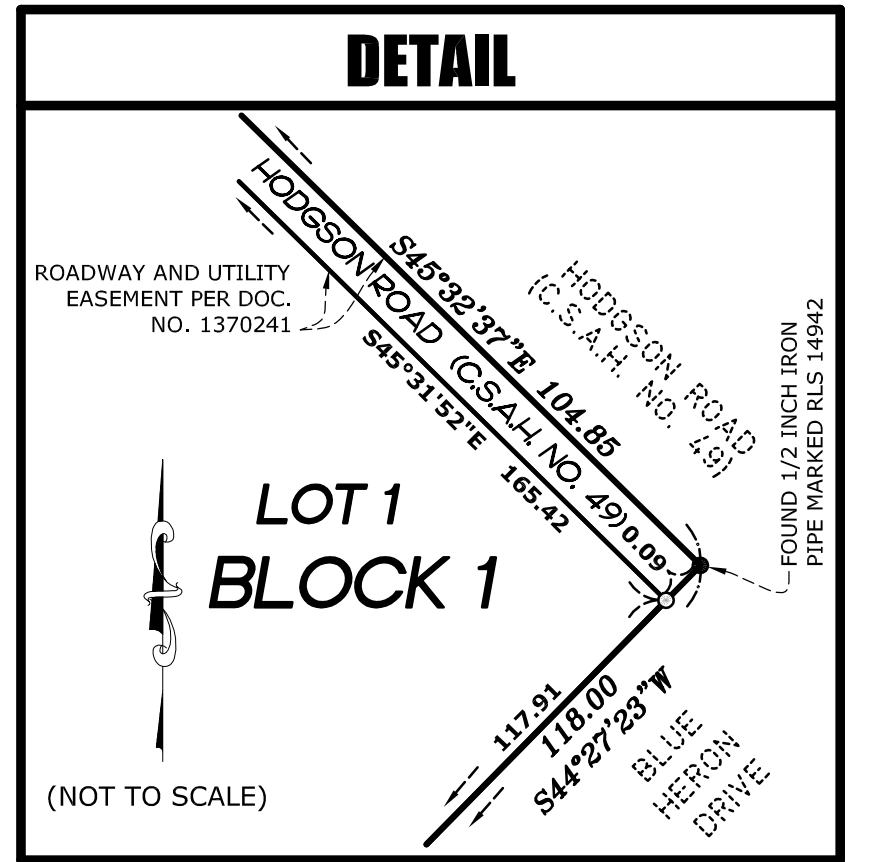
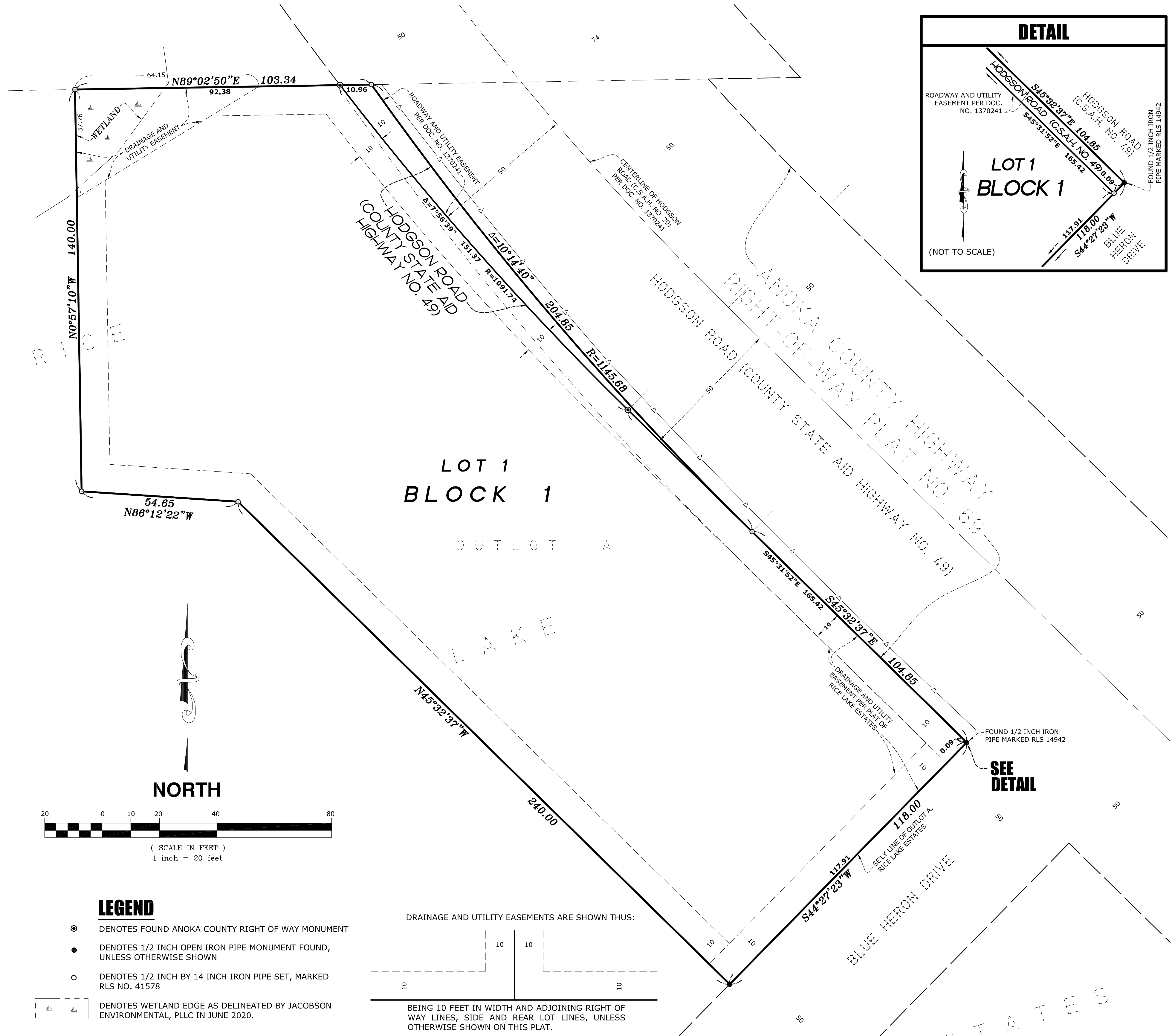
I hereby certify that this plat of MTO PROPERTIES ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ___ day of _____, 20__, at ___ o'clock ___ M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____, Deputy

MTO PROPERTIES ADDITION

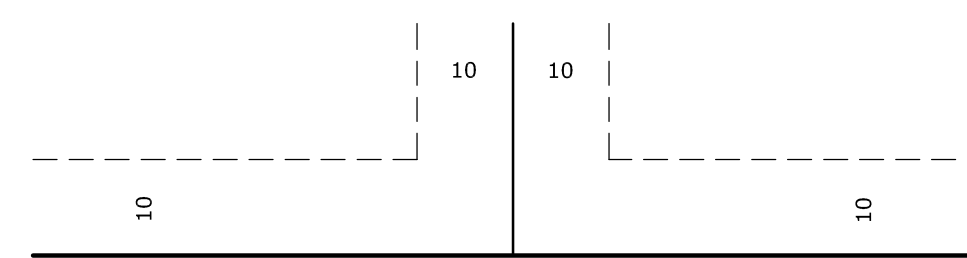
CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 30, T31N, R22W



LEGEND

- ⊙ DENOTES FOUND ANOKA COUNTY RIGHT OF WAY MONUMENT
- DENOTES 1/2 INCH OPEN IRON PIPE MONUMENT FOUND, UNLESS OTHERWISE SHOWN
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE SET, MARKED RLS NO. 41578
- ▭ DENOTES WETLAND EDGE AS DELINEATED BY JACOBSON ENVIRONMENTAL, PLLC IN JUNE 2020.
- Δ— DENOTES RIGHT OF ACCESS DEDICATED TO ANOKA COUNTY

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, SIDE AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

FOR THE PURPOSES OF THIS PLAT, THE SOUTHEASTERLY LINE OF OUTLOT A, RICE LAKE ESTATES IS ASSUMED TO HAVE A BEARING OF SOUTH 44 DEGREES 27 MINUTES 23 SECOND WEST.

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

**CITY OF LINO LAKES
RESOLUTION NO. 22-07**

**RESOLUTION APPROVING DEVELOPMENT AGREEMENT
FOR MTO PROPERTIES ADDITION**

WHEREAS, the City Council approved the final plat for MTO Properties Addition with Resolution No. 22-06 on January 10, 2022; and

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

NOW, THEREFORE BE IT RESOLVED by The City Council of The City of Lino Lakes hereby approves the Development Agreement between MTO Properties LLC and the City of Lino Lakes for MTO Properties Addition and authorizes the Mayor and City Clerk to execute such agreement on behalf of the City.

Adopted by the Council of the City of Lino Lakes this 10th day of January, 2022.

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

The following voted against same:

Rob Rafferty, Mayor

ATTEST:

Julianne Bartell, City Clerk

DEVELOPMENT AGREEMENT

MTO Properties Addition

THIS AGREEMENT is made this ____ day of _____, 2022, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, and MTO Properties ("Developer").

1. **Final Plat Approval.** The City's approval of the final plat of MTO Properties Addition is contingent upon execution and delivery of this agreement, all required petitions, bonds, security, and other documents required by the City, and satisfaction of all conditions of approval required by Resolution No. 22-06. The Final Plat is attached hereto as Exhibit A.
2. **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. MTO Properties Addition Final Plat containing 1 sheet, prepared by E.G. Rud & Sons, Inc., revised November 11, 2021, received November 11, 2021.
 - ii. MTO Properties Addition Civil Construction plan set containing 6 sheets, dated November 19, 2021, prepared by Plowe Engineering, Inc., received November 19, 2021.
3. **Permits.** The Developer shall be responsible for securing all site grading and development approvals and all other required permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of site grading or construction and prior to the City awarding construction contracts for public improvements.
4. **Developer Improvements.** The Developer shall secure a contractor to install the improvements described in this paragraph, or otherwise required herein to be installed by Developer, hereinafter referred to as the "Developer Improvements," which contractor shall be approved by the City in its absolute and sole discretion. The Developer Improvements shall be constructed per the City Standard Specifications for Construction dated February 2021 or current version.

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

a. Site Grading

- i. No grading shall commence until all requirements of the Rice Creek Watershed District (RCWD) have been satisfied.
- ii. All site grading shall be conducted in accordance with the grading plan as approved by the City and in accordance with NPDES and RCWD requirements. The Developer shall perform the work in accordance with a Storm Water Pollution Prevention Plan (SWPPP) pursuant to Minnesota Pollution Control Agency (MPCA) requirements.

b. Grading and Erosion Control

- i. The Developer shall grade the site to within 0.2 foot of the grades shown on the approved grading plan. No deviations will be allowed unless a revised plan is submitted and approved in writing by the City and all other regulatory agencies.
- ii. The street right-of-way, storm water storage ponds, and surface water drainage ways shall be graded prior to commencement of utility construction. Four inches of topsoil and a City approved seed mix shall be installed within disturbed areas, and seed mix information shall be provided to the City.
- iii. The Developer shall be responsible for ascertaining that site geotechnical and groundwater conditions are adequate and conforming with the grading and site improvement as proposed. The Developer shall provide testing from an approved testing company.
- iv. The Developer's engineer shall certify in writing, with an as-built survey, that all grading complies with the approved grading plan prior to issuance of any building permits.
- v. The Developer shall promptly clear dirt and debris within public rights-of-way and drainage and utility easements resulting from construction by the Developer, its purchasers, builders and contractors within five (5) days after notification by the City. The Developer shall be responsible for all necessary street and storm sewer maintenance, including street

sweeping, until all home construction is completed, unless otherwise released by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on them, including detour signs if necessary. If and when the streets become impassable, such streets shall be barricaded and closed. The Developer shall maintain a smooth, hard driving surface and adequate drainage on all temporary streets.

- c. Street restoration and parking lot grading, subbase, gravel base, concrete curb and gutter, and bituminous base course and wear course shall be furnished and installed.
- d. Sidewalks and lighting shall be installed within 6 months of the bituminous base course. Extensions may be approved by the City Engineer, due to weather conditions, upon receipt of a written request in writing by the Developer to the City. In no case shall such extension extend beyond one year from the date of installation of bituminous base course.
- e. Storm sewers, when determined to be necessary by the City Engineer, including all necessary laterals, catch basins, inlets and other appurtenances, shall be furnished and installed.
- f. Sanitary sewer laterals and all necessary building services and other appurtenances, shall be furnished and installed.
- g. Water mains, laterals and all necessary building services, hydrants, valves and other appurtenances, shall be furnished and installed.
- h. The Developer shall place iron monuments at all lot, block, and outlot corners and at all other angle points on boundary lines consistent with the final plat. Iron monuments shall be placed after all street and lawn grading has been completed in order to preserve the lot markers for future property owners. Lot corner irons on the back property line shall be installed so that the top of the iron corresponds to the finished ground elevation in accordance with the approved grading plan. Guard stakes shall be appropriately installed to mark these irons.
- i. Landscaping shall be furnished and installed in accordance with the approved plans. The landscaping shall be maintained by the Developer until accepted by the City's Environmental Coordinator.

Developer shall be responsible for vegetative restoration of ponding areas, outlots, wetland mitigation areas, and other native planting areas identified on the plans in accordance with City Standard Specifications for Construction.

Developer shall provide a contract with a qualified firm for the establishment and maintenance of all open space / native plant areas. Said contract shall cover a minimum of the 3 year establishment period, from the date of planting.

- j. The Developer shall arrange for all gas, telecommunications, cable, internet, electric, and other necessary private utility services to the Subdivision in accordance with City Code and State law. The Developer is solely responsible for the cost of private utility and internet installation.
 - k. The Developer shall install mailboxes in accordance with Federal and Postal Service regulations.
 - l. The Developer shall install conservation easement signs per City standard detail plates prior to the issuance of building permits.
5. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by November 30, 2022. The Developer may request a reasonable extension of time from the City. If the extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
6. **City Improvements.** No City installed improvements are proposed to be constructed for this subdivision.
7. **Record Drawings.**
- a. Upon project completion, Developer shall submit record drawings, in electronic format, of all public and private infrastructure improvements, including grading, sanitary sewer, watermain, and storm sewer facilities, constructed by Developer. The files shall be drawn in Anoka County NAD 83 Coordinate system and provided in both AutoCAD .dwg and Adobe .pdf file formats. The plans shall include accurate locations, dimensions, elevations, grades, slopes and all other pertinent information concerning the complete work.
 - b. The Developer shall submit certified compaction testing results for the site grading operations that certify that grading work meets pertinent compaction requirements for the project.
 - c. A summary of the record plan attribute data for the storm sewer, watermain, and sanitary sewer structures and pipes shall be submitted in the form of an Excel Spreadsheet as provided by the City Engineer.
 - d. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

8. **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 thirty-five (35%) percent of the total estimated cost of Developer's Improvements as determined by the City Engineer.
 - b. Irrevocable Letter of Credit. If an Irrevocable Letter of Credit is utilized, it shall be for the exclusive use and benefit of the City of Lino Lakes and shall state that it is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Development Agreement and construction of all required improvements referenced therein in accordance with the ordinances and specifications of the City. The letter shall be in a form, and from a bank, as approved by the City. The City reserves the right to draw, in whole or in part, on any portion of the Irrevocable Letter of Credit for the purpose of guaranteeing the terms and conditions of this agreement. The Irrevocable Letter of Credit shall be automatically extended for additional periods of one year from present or future expiration dates on an annual basis, unless at least sixty (60) days prior to the expiration date, the Community Development Director and City Engineer, are notified by certified mail or overnight courier, that the Letter of Credit will not be extended.
 - c. 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.
9. **Warranty.** The Developer warrants all utility work required to be performed by it against poor material and faulty workmanship for a period of two years after its completion and acceptance by the City. All new streets shall be warranted by the developer for a period of one year from the time the final inspection of the street is completed and accepted by the City Council. All trees, grass and sod shall be warranted to be alive, of good quality and disease free for 12 months after planting. Prior to final acceptance of the Developer Improvements the City shall require a Surety Bond or Cash Escrow to cover the warranty provisions of this Agreement. The amount shall be 20 % of the original cost of construction identify in Schedule B.
10. **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.

11. **Ownership of Improvements**. Not Applicable.
12. **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.
13. **Escrow for City's Costs**.
- a. The Developer agrees to establish a non-interest bearing escrow account with the City in an amount determined by the City Administrator or their designee for the payment of all costs incurred by the City related to the development of the Subdivision including, but not limited to, the following (See Exhibit B for breakdown of costs):
 - i. Planning/ Review
 - ii. Administration - 3% of Developer Improvement Costs
 - iii. City Engineering and Legal
 - iv. Street lighting installation (Not Applicable)
 - v. Traffic signing improvements (Not Applicable)
 - vi. Boulevard tree planting
 - vii. Street, storm sewer and pond maintenance
 - viii. Property Taxes. Should the recording of the Final Plat occur after July 1st, any and all property taxes on any public property dedicated as a part of this plat shall be the responsibility of the Developer.
 - b. If the above escrow amounts are insufficient, the Developer shall make such additional deposits as required by the City. The City shall have a right to reimburse itself from the Escrow with suitable documentation supporting the charges.
14. **Developer Fees**. At the time of execution of this Agreement, the Developer shall pay the following fees related to the development of the Subdivision (See Exhibit B for breakdown of costs):
- a. Park Dedication

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

$$1.02 \text{ acres} \times \$2,520 \text{ per acre} = \$2570.00$$

- b. GIS Mapping Fees
- c. 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. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

Sanitary Sewer	\$1,630.00 Per Unit
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Availability Charge

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).

City Sewer (CSAC)	\$1,525.00 Per SAC Unit
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Trunk sewer unit charges addressed under this paragraph are in addition to any SAC charges imposed by Metropolitan Council Environmental Services. An estimate of the total charge and the trunk utility credit for developer installed trunk oversizing is specified in Exhibit B.

- d. 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. Commercial/Industrial/Institutional (CII) trunk charges

are based on a factor of 2.92 units per acre.

Water \$2,341.00 Per Unit

Availability Charge

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).

City Water (CWAC) \$1,473.00 Per SAC Unit

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

e. Surface Water Management Area Charges

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

15. Assessment of Charges and Waiver of Rights.

- a. In consideration of the construction of City Improvements listed in Paragraph 8 and /or provision of sewer, water and storm water services, the Developer agrees that the costs of City Improvements together with Trunk Sewer Unit Charge, Trunk Water Unit Charge and the Surface Water Management Area Charge (collectively, "the Charges") may be assessed against the Subdivision parcels. The Developer hereby waives any and all procedural and substantive objections to the special assessments, including notice and hearing requirements, any claim that the assessments exceed the benefit to the properties, and any right to appeal.
- b. Unless the Developer pays the entire balance owed for the Charges contemporaneously with the execution of this Agreement, the Developer shall provide to the City a cash escrow or irrevocable letter of credit in an amount equal to 35% of the total assessments for the Charges as estimated by the City Engineer (see Exhibit B). The letter of credit shall be in a form, and from a bank, as approved by the City. The letter of credit or cash escrow may be used by the City upon default by Developer in the payment of special assessments. The cash escrow or letter of credit shall remain in place throughout the term of the special

assessments. The letter of credit may not be terminated without the City's written consent.

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

16. **Building Permits.** A building permit shall not be issued until after execution of this agreement and receipt of all securities required herein, and review and approval of building permit application by the Building Official.

17. **Special Provisions.**

- a. A conservation easement and wetland buffer declaration shall be recorded over the wetland and buffer.
- b. A Declaration for Maintenance of Stormwater Facilities related to the private stormwater management facilities is required.
- c. Separate sign permit applications are required for all permanent monument/pylon and wall signage.
- d. Separate sign permit applications are required for all temporary signage.

18. **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

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

20. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, including but not limited to attorney and engineering fees, provided the Developer is first given notice of the work in default, not less than 48 hours in advance. This

Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, chapter 429.

21. **General.**

a. Binding Effect

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

b. Validity.

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

c. Notices

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

MTO Properties
Attn: Ben Ollila
3747 White Bear Avenue North
White Bear Lake, MN 55110
EMAIL

Community Development Director
City of Lino Lakes

600 Town Center Parkway
Lino Lakes, MN 55014
mgrochala@linolakes.us

IN WITNESS WHEREOF, the City and the Developer have caused this Development Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date and year first written above.

CITY OF LINO LAKES

By _____
Mayor

ATTEST

By _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____ day of _____, 2022,
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 _____, 2022,
by Julianne Bartell as City Clerk of the City of Lino Lakes on behalf of said City.

Notary Public

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CONSENT AND SUBORDINATION

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

IN WITNESS WHEREOF, _____, has caused this Consent and Subordination to be executed this ____ day of _____, 2022.

By:
Its:

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public within and for said County, personally appeared _____, who executed the foregoing instrument.

Notary Public

EXHIBIT A

Final Plat

PRELIMINARY COPY
AS OF 11-11-21

KNOW ALL PERSONS BY THESE PRESENTS: That MTO Properties LLC, a Minnesota limited liability company, owner of the following described property:

Outlot A, RICE LAKE ESTATES, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as MTO PROPERTIES ADDITION and does hereby dedicate to the public for public use the public way and the drainage and utility easements as shown on this plat. Also dedicating to the County of Anoka the right of access onto County State Aid Highway No. 49 as shown on this plat.

In witness whereof said MTO Properties LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this day of _____, 20__.

MTO PROPERTIES LLC

Benjamin D. Ollila, as _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 20__ by Benjamin D. Ollila, as _____

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

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

Dated this ___ day of _____, 20__.

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

STATE OF MINNESOTA
COUNTY OF _____

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

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

This plat of MTO PROPERTIES ADDITION was approved and accepted by the City Council of the City of Lino Lakes, Minnesota at a regular meeting thereof held this ___ day of _____, 20__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Lino Lakes, Minnesota

By _____ Mayor By _____ Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ___ day of _____, 20__.

David M. Zieglmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA

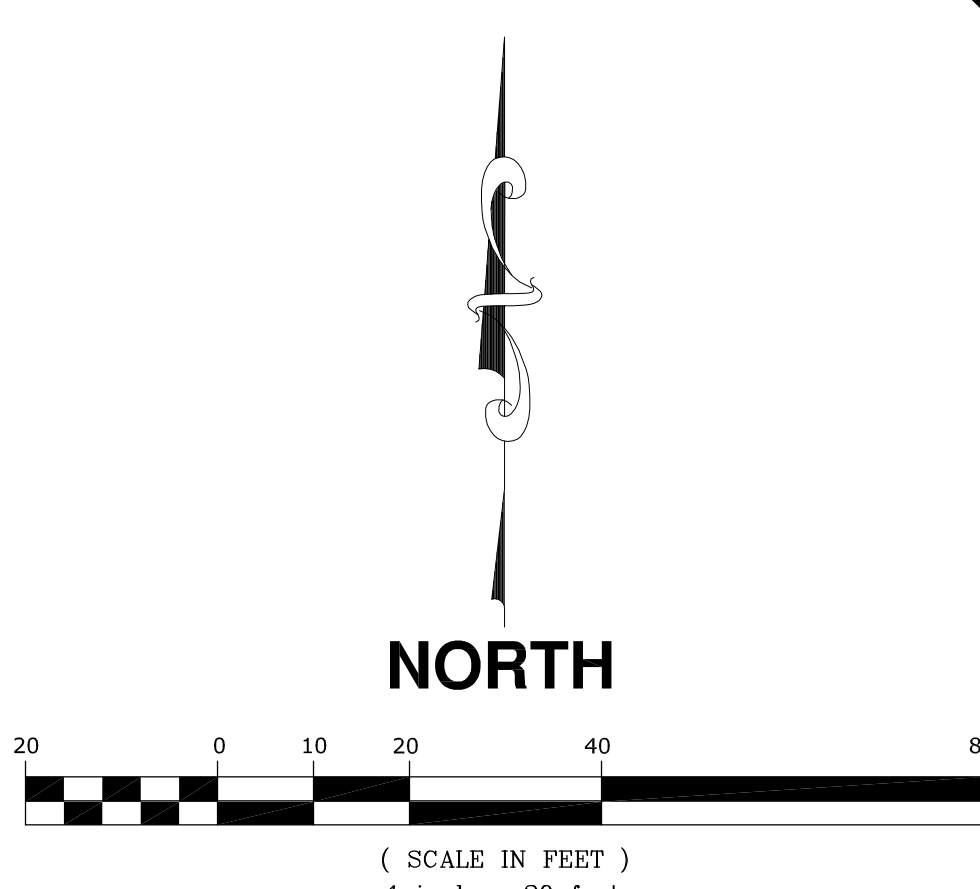
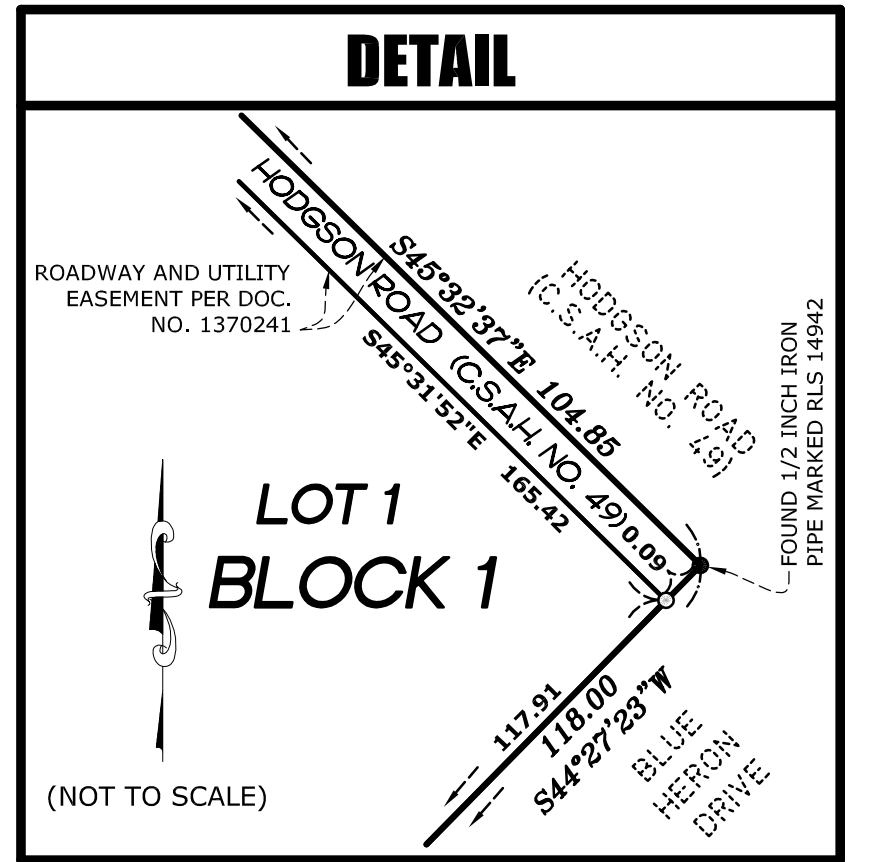
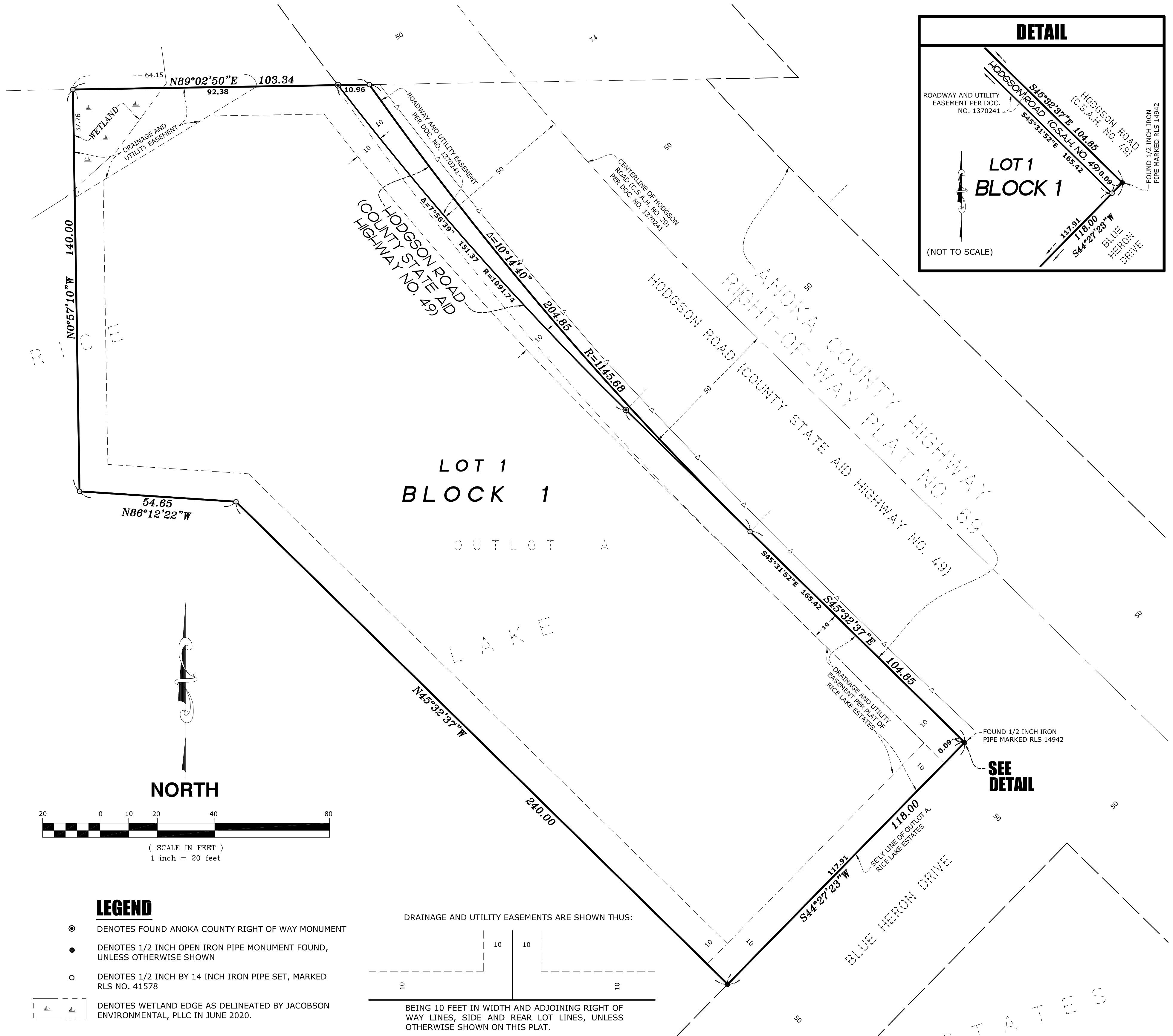
I hereby certify that this plat of MTO PROPERTIES ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ___ day of _____, 20__, at ___ o'clock ___ M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____, Deputy

MTO PROPERTIES ADDITION

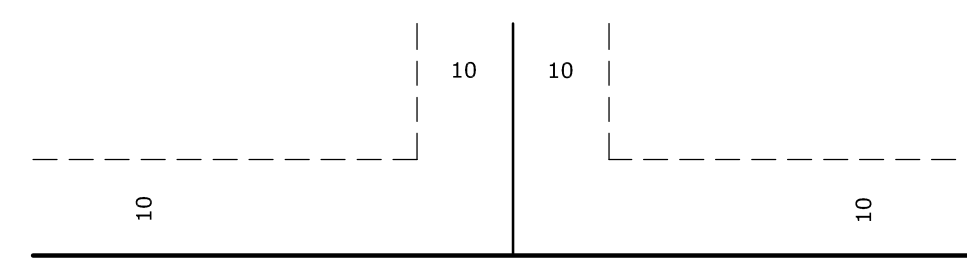
CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 30, T31N, R22W



LEGEND

- ⊙ DENOTES FOUND ANOKA COUNTY RIGHT OF WAY MONUMENT
- DENOTES 1/2 INCH OPEN IRON PIPE MONUMENT FOUND, UNLESS OTHERWISE SHOWN
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE SET, MARKED RLS NO. 41578
- ▭ DENOTES WETLAND EDGE AS DELINEATED BY JACOBSON ENVIRONMENTAL, PLLC IN JUNE 2020.
- Δ— DENOTES RIGHT OF ACCESS DEDICATED TO ANOKA COUNTY

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, SIDE AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

FOR THE PURPOSES OF THIS PLAT, THE SOUTHEASTERLY LINE OF OUTLOT A, RICE LAKE ESTATES IS ASSUMED TO HAVE A BEARING OF SOUTH 44 DEGREES 27 MINUTES 23 SECOND WEST.

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

SEE
DETAIL

RICE LAKE ESTATES

EXHIBIT B

Securities, Escrows & Fees

EXHIBIT B
Securities, Escrows & Fees

PROJECT: Thrivent Financial
APPLICANT: MTO Properties

NUMBER OF REU's: TBD
NO. OF LOT FRONTAGE: 1
AREA (ACRES): 1.02

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Private)</u>	
SITE GRADING	\$8,272
EROSION CONTROL	\$3,923
LANDSCAPING	\$45,000
LIGHTING	\$6,000
PARKING LOT	\$50,157
STORM SEWER CONST.	\$3,516
SANITARY SEWER CONST.	\$5,252
WATERMAIN CONST.	\$5,460
ENGINEERING AND SURVEY	\$5,000
Total	<u>\$132,580</u>
Letter of Credit Amount X 35%	\$46,403

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$2,000
ADMINISTRATION	\$3,980
ENGINEER PLAN REVIEW	\$2,200
ENGINEER CONSTRUCTION SERVICES	\$3,720
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$2,600
STREET LIGHT INSTALLATION	\$0
STREET & STORMWATER MAINTENANCE	\$1,500
PROPERTY TAXES	\$0
TRAFFIC AND SIGNING IMPROVEMENTS	\$0
BOULEVARD TREE PLANTING	\$0
Total	<u>\$16,000</u>

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$2,570
PARK DEDICATION CREDIT	\$0
Subtotal Park Dedication Fee	\$2,570
AUAR	\$0
GIS MAPPING FEE	\$90
STREET LIGHTING OPERATION	\$0
Total	<u>\$2,660</u>

TRUNK SANITARY SEWER	
TRUNK CHARGE PER (ACRE OR UNIT)	\$4,855
AVAILABILITY CHARGE PER SAC UNIT	Collect w/ Building Permit
TRUNK SANITARY SEWER CREDIT	\$0
TRUNK WATERMAIN	
TRUNK CHARGE PER (ACRE OR UNIT)	\$6,972
AVAILABILITY CHARGE PER SAC UNIT	Collect w/ Building Permit
TRUNK WATERMAIN CREDIT	\$0
TOTAL TRUNK SEWER & WATER FEES	<u>\$11,827</u>

SURFACE WATER MANAGEMENT	\$11,294
SURFACE WATER MANAGEMENT CREDIT	\$0
TOTAL SURFACE WATER MANAGEMENT FEES	<u>\$11,294</u>
Total	<u>\$23,121</u>

<u>SUMMARY OF SECURITIES, ESCROW & FEES</u>	
SECURITY: DEVELOPER IMP'MENT COSTS	\$46,403
ESCROW FOR CITY COSTS	\$16,000
DEVELOPMENT FEES	\$2,660
SECURITY: TRUNK FEES	\$23,121

MTO Properties- Thrivent Financial


City Council
January 10, 2022



Land Use Application


- Final Plat
 - Lot 1, Block 1, MTO Properties Addition
 - 1 acre lot
- Site and Building Plan Review
 - 2,873 sf commercial office building
 - Thrivent Financial

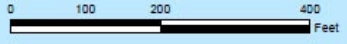




Site Location & Aerial Map

MTO Properties-Thrivent





0 100 200 400 Feet

- 1 acre site
 - CSAH 49 (Hodgson Rd)
 - Blue Heron Drive
- Vacant commercial land
 - 1 wetland
- Relatively flat
 - Residential development
 - Park/Open Space to west

History

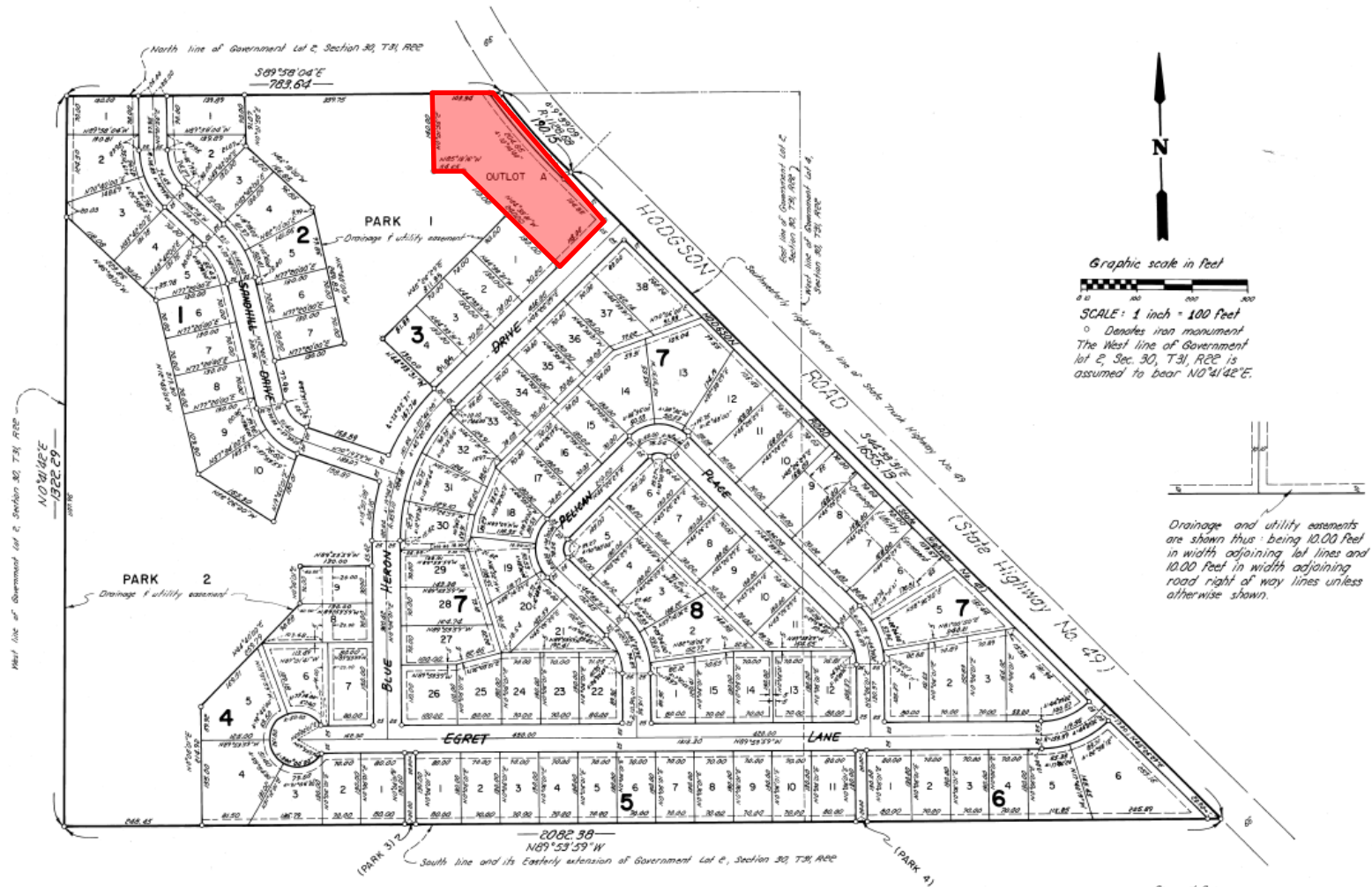
- Site is legally described as Outlot A, Rice Lake Estates
- Platted in 1985 and zoned for commercial development
- Original commercial concept was a convenience store
- 1996: Council approved a site plan and CUP for Lino Lakes Family Dentistry to build a dentist office
- Project never moved forward

Zoning and Land Use

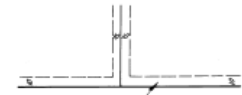
- Parcel is zoned NB, Neighborhood Business District.
- Allows for office business-general as a permitted use.

RICE LAKE ESTATES

City of Lino Lakes
County of Anoka



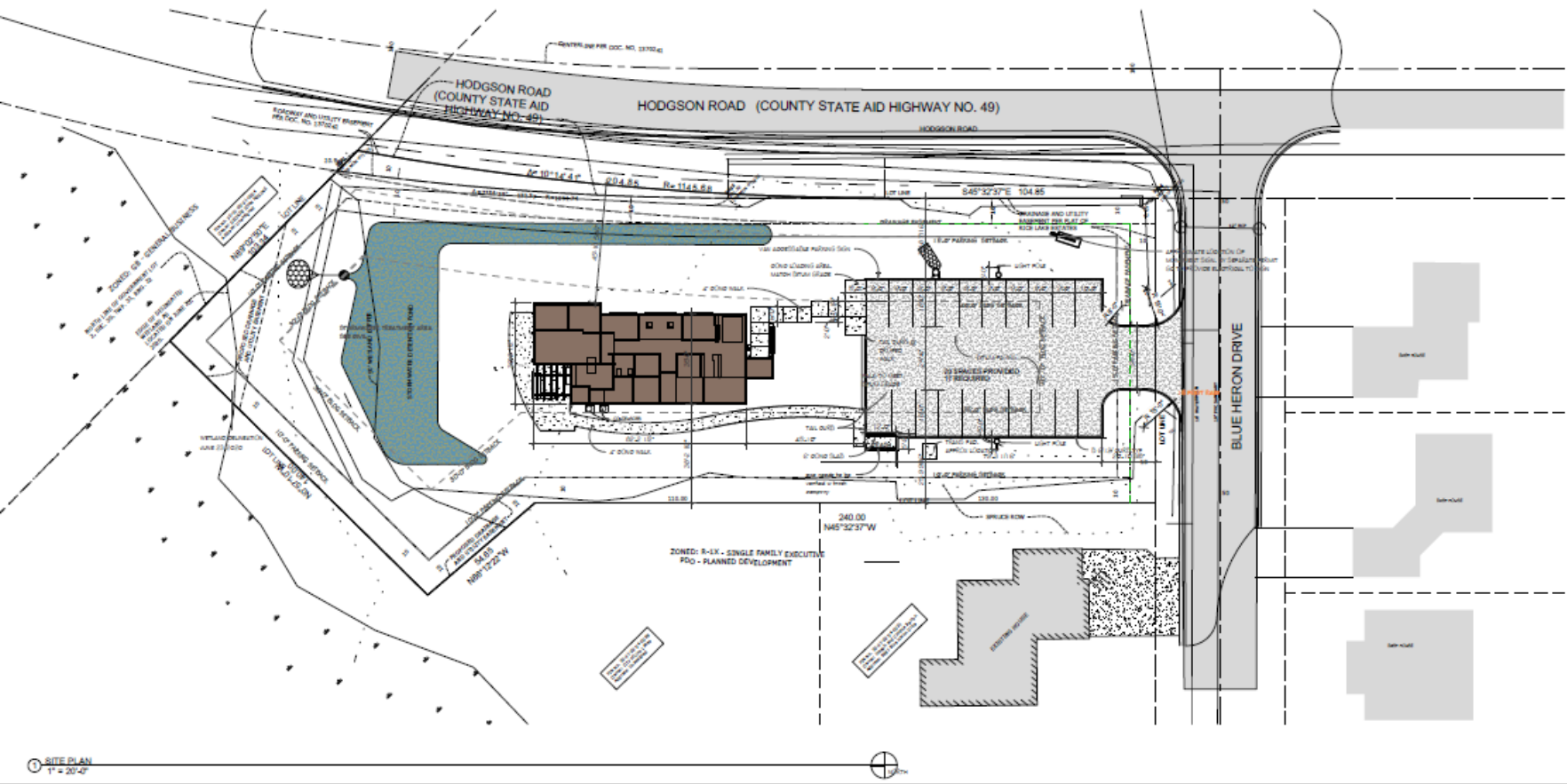
Graphic scale in feet
 0 50 100 200 300
 SCALE: 1 inch = 100 feet
 ○ Denotes iron monument
 The West line of Government lot 2, Sec. 30, T-31, R-2E is assumed to bear N10°41'42\"/>



Drainage and utility easements are shown thus: being 10.00 feet in width adjoining lot lines and 10.00 feet in width adjoining road right of way lines unless otherwise shown.

Prepared By:
CEI CONSULTING ENGINEERS DIVERSIFIED INC.
 Sheet 2 of 2 Sheets

- 1985 Rice Lake Estates Final Plat
 - Outlot A



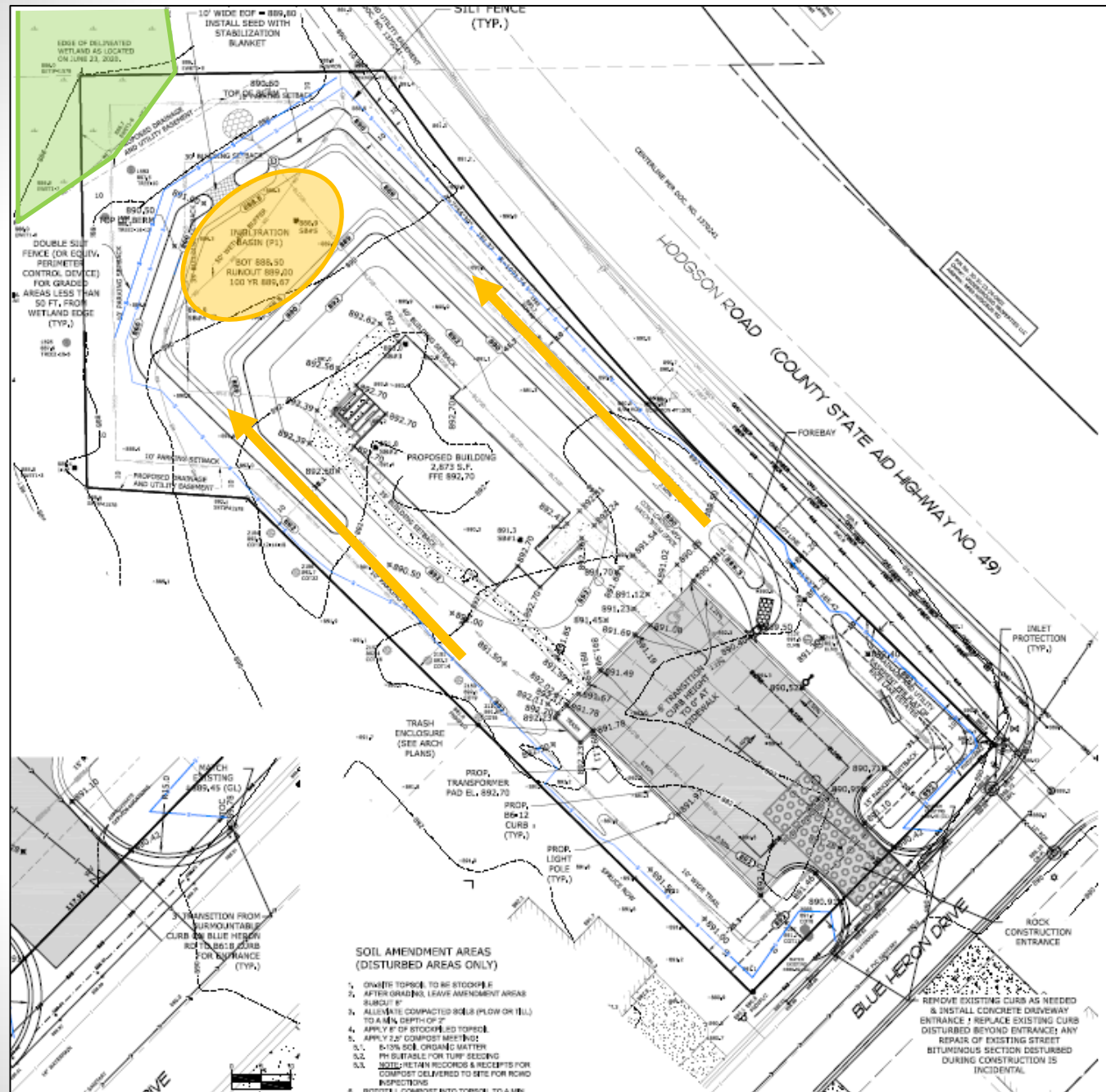
- 2,873 sf commercial building for Thrivent Financial
- Setbacks are met
 - 35ft from residential to the south is required and met
- Screen condensers and transformer pad
- Trash enclosure requirements are met
- Parking stalls required = 17 stalls. 20 parking stall proposed.
- Existing monument structure shall be removed.

Stormwater Management

- Side yard drainage
- Infiltration basin in rear

Wetlands

- 0.015 acres
- 50ft WMC buffer
- No wetland impacts



Additional Comments

- Impervious Surface = 24%
 - Max. allowed is 60% for Shoreland District
- Public Land Dedication

MTO Properties Addition	
1.02 acres x \$2,520 per acre =	\$2,570.40

Findings of Fact-Res. No. 22-06

1. The final plat substantially conforms to the approved preliminary plat subject to the conditions listed below.
2. The City Attorney has reviewed the status of title/property ownership related to the final plat and provided comments as noted.
3. A Development Agreement has been drafted and shall be executed.
4. Conditions attached to approval of the preliminary plat have been fulfilled or secured by the Development Agreement.
5. All fees, charges and escrow related to the preliminary or final plat have been paid in full.

Planning & Zoning Board

- December 8, 2021: P&Z reviewed the MTO Properties Final Plat and Site Plan
- One neighborhood resident spoke regarding concerns with additional traffic.
- Board recommended approval with a 6-0 vote.

Council Consideration

MTO Properties Addition Final Plat

- Consider Resolution No. 22-06 Approving Final Plat
- Consider Resolution No. 22-07 Approving Development Agreement

**CITY COUNCIL
AGENDA ITEM 6C**

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: January 10, 2022

TOPIC: Consider Resolution No. 22-08, Authorizing NE 35E Master Plan

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting authorization to enter into a professional services agreement with WSB and Associates to prepare a Master Plan for the NE 35E Development Area.

BACKGROUND

The NE quadrant of 35E and Main Street has been the focus of a number of planning and infrastructure projects over the past 10 years. These projects included:

- § 2012 The Northeast Drainage Area study to develop a drainage route for future storm water management.
- § 2018 Comprehensive Plan amendment establishing a business park land use district and extending utility staging.
- § 2019 The City evaluated trunk utility needs and conceptual layouts for the Otter Lake Road extension.
- § 2020 I-35E Corridor AUAR was updated in 2015 and 2020.
- § 2021 The City completed the drainage outlet to Peltier Lake, completing the new drainage system from 35E to Peltier Lake.
- § 2021 Winter Wetland bank evaluation was started.
- § 2022 The drainage extension under 35E is planned to be constructed.

In addition, staff is currently working on subwatershed trunk drainage improvements to service the land east of 35E and completing wetland delineations as part of the planning for Otter Lake Road.

Because much of the infrastructure planning is interrelated, staff is proposing to complete a master plan covering approximately 400 acres lying north of Main Street and east of 35E. The purpose of the plan would be to determine a preferred alignment of Otter Lake Road, create a regional stormwater plan and routing for the area, determine sanitary sewer and water routing, and obtain land and engineering information necessary to apply for various federal funding grant opportunities made available by the American Rescue Plan Act (ARPA).

WSB and Associates provided a proposal to complete the study in the amount of \$39,500. Funding will be provided from several sources including:

MSA fund	\$15,000
Planning & Zoning contracted services	\$ 7,000

Area and Unit fund	\$10,000
Surface Water Management fund	<u>\$ 7,500</u>
Total	<u>\$39,500</u>

RECOMMENDATION

Staff is recommending approval of Resolution No. 22-08.

ATTACHMENTS

1. Resolution No. 22-08
2. WSB Proposal

CITY OF LINO LAKES

RESOLUTION NO. 22-08

**RESOLUTION AUTHORIZING THE PREPARATION OF THE NE 35E AREA
MASTER PLAN**

WHEREAS, the has guided property in the NE quadrant of 35E and Main Street for commercial and industrial land uses; and

WHEREAS, transportation, storm water, sanitary sewer and municipal water infrastructure is necessary to facilitate development; and

WHEREAS, the City finds that is necessary to evaluate roadway alignment alternatives, establish a regional drainage system, and efficiently serve the area with municipal utilities; and

WHEREAS, WSB and Associates has submitted a proposal to prepare a master plan for the area,

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

That the NE 35E Master Plan Study is hereby ordered and WSB and Associates is directed to prepare the study in an amount of \$39,500.

Adopted by the Council of the City of Lino Lakes this 10th day of January, 2022.

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



January 4, 2021

Mr. Mike Grochala
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014

Re: Otter Lake Road Extension/Industrial Master Plan

Dear Mr. Grochala:

Thank you for the opportunity to submit a proposal to the City of Lino Lakes for a master plan for the approximate 400 acres north of County Road 14 encompassing the Otter Lake Road alignment. WSB has one of the largest Community Planning groups in Minnesota, and we have significant experience in multiple small area plans, which makes us a leader in the creation of comprehensive and implementable master plans. WSB's long term relationship with Lino Lakes provides us with extensive knowledge of past and ongoing City development projects and we are uniquely qualified to assist with your master planning effort.

Understanding

Lino Lakes is planning for development of an industrial park within a 400 acre area located north of County Road 14 (Main Street) and south of County Road 140 (80th Street). The industrial park would include the extension of Otter Lake Road on a north-south alignment. All acreage is zoned R-BR (Rural-Business Reserve) with three different land uses: Commercial, Business Campus and Office/Residential.

The City has been working closely with the WSB team on water resources/engineering challenges on this site (in the North East Drainage Area) (NEDA) for some time. WSB staff has extensive knowledge of the development challenges for this site and how it fits into the water resources management needs of the greater NEDA. WSB understands that stormwater rate control and flood storage will be handled regionally but that volume control requirements at the site level will need to be examined. The water resources effort for this will include 1) a feasibility level evaluation of the options for achieving volume control requirements following RCWD sequencing including a review of reuse opportunities and 2) an analysis of conveyance options from the site for connection to the planned regional facility. In addition, the opportunity for augmentation of regional rate and flood control facilities at this site will be reviewed.

WSB is proposing to create a plan for this area that accounts for road alignment (Otter Lake Road extension and other local street connections and alignments), utilities (storm, water and sanitary), land use designations and lot sizes. The deliverables will be a Master Plan document in a PDF format that includes a description of the preferred development scenario/road alignment that also includes land uses and commercial/industrial/institutional building square footages and lot sizes; allowing for flexibility to react to the market. You will see that the scope of this proposal also includes preparation of a federal EDA grant application as requested.

An optional add-on for this process will be a marketing plan that includes economic development incentives, potential funding sources, marketing opportunities and incorporates the information from the Business Retention and Expansion Program to encourage continued growth and development.

Scope

1. Assemble and review background materials/Data Analysis: **\$0**

This phase will focus on data gathering and review, which will form the basis for the rest of the plan. Our review will include:

- Comprehensive plan
- Relevant sections of the zoning ordinance
- Infrastructure information
- Comprehensive Drainage Map
- Storm Water Analysis

This portion of the project will be provided at no cost as WSB currently has all pertinent information to review and analyze.

2. Scenario Preparation: **\$11,400**

WSB staff will compile all relevant utility, drainage, land use/zoning, and transportation information into three different draft scenarios that depict the following:

- Potential road alignments of Otter Lake Road and other local street connections/extensions.
- Land uses according to the current comprehensive plan.
- Zoning as proposed for the current land uses.
- Storm water volume control BMP's and conveyances to the regional system.
- Boundaries of the potential wetland bank and details of such bank.
- All local utilities.
- Potential lot sizes according to current industrial trends and/or ordinance requirements.
- Circulation patterns around building pads/lots and within the industrial areas.

3. Meetings/Scenario Refinement: **\$5,500**

WSB staff will meet with City staff to determine two preferred scenarios according to the information provided in #2 above. The following meetings are accounted for in this proposal:

- WSB/City Staff kick off meeting to discuss process and goals
- WSB/City Staff meeting: to discuss scenarios and next steps.
- WSB/City Staff/Stakeholder meeting: to present options to property owners and other stakeholders.
- WSB/City Staff/City Council workshop: to discuss scenarios and next steps.
- WSB/City Staff meeting: workshop follow-up.

4. Sequencing Analysis: **\$9,700**

The city initiated a discussion with the USACE and WCA LGU in 2014 for the extension of Otter Lake Road and anticipated wetland impacts. At that time, the agencies requested additional information related to the project purpose, need, and design alternatives. This task will involve coordination with the agencies to identify a preferred alignment alternative and obtain sequencing approval. This will include up to 2 meetings with the TEP and USACE, development of the purpose and need, and evaluation of 2 alignment

alternatives (2014 alternative and alternative developed through this process) and the no build alternative. This scope does not include obtaining wetland impact approvals from either agency. If a project moves forward, and approvals from the agencies are required, WSB will bill the project under a separate contract at an hourly rate.

As part of the master plan process, the final roadway alignment will need to be determined. The verification of the proposed roadway alignment and updated construction cost estimates will be provided. (Final surveys and construction plans would be provided under a separate contract.)

5. Federal EDA Grant Preparation: \$5,000

In tandem with the small area study process and based upon the outcome of the discussions, WSB will identify potential funding sources (e.g., Federal EDA Grants) and provide information and preliminary application materials. Applications that require the development of additional information (e.g., ALTA Surveys, Phase 1 Environmental report, etc.) would be billed separately after approval from the city and Staff.

6. Master Plan Preparation: \$6,900

Once the final scenario is determined, WSB will create the Master Plan for the area that includes the following:

- Area Profile: with an existing conditions report using information from the data analysis phase of this process. Exhibits on storm water, existing utilities, wetlands and existing land use and zoning to be provided.
- Land use/Zoning Discussion:
 - Potential land uses for the project area.
 - Development pattern and scale—including lot sizes, road connections and circulation patterns.
 - Connections between the project area and surrounding land uses.
 - Scenario layouts will be prepared as exhibits as discussed in previous meetings.
- Transportation analysis would include a written document that explains proposed circulation and transportation needs for the site.
- Implementation program:
 - Recommend ordinance/land use changes to implement the plan.
 - Other zoning ordinance changes.
 - Recommend any other actions regarding utilities/wetland banking that need to be addressed to progress to the development stage.

7. Master Plan approval: \$1,000

During the final step, WSB will work with staff to bring the Plan through the approval process. This phase will include meetings with the Planning Commission and City Council.

Cost Proposal:

WSB proposes to complete the above process for a not-to exceed amount of **\$39,500**

Timeline:

The plan will be completed within six months of execution of the contract. This time frame does not include the approval process with the City Council.

As mentioned earlier, WSB could also offer a marketing package for the site. This package could include incentives for development, potential funding sources, promotional activities, implementation of BRE program information and other opportunities for the city to encourage development of the area. The cost of the marketing package would be developed and completed under a separate agreement based on the scenario for the development

Again, thank you for considering WSB to complete the Otter Lake Road Extension/Industrial Master Plan for the City of Lino Lakes. If you have any questions or comments regarding the information that is included with this letter, please contact me at 612.364.3029. I look forward to working with you!

Sincerely,

A handwritten signature in blue ink that reads "Lori Johnson". The signature is written in a cursive, flowing style.

Lori Johnson
Senior Professional Community Planner