

EXPANDED AGENDA



**CITY COUNCIL AGENDA**

**Monday, March 13, 2023**

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**6:30 p.m.**

*(Scheduled to be broadcast on Channel 16)*

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

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

**Council Chambers (not televised)**

1. Review Regular Agenda

**CITY COUNCIL MEETING, 6:30 P.M.**

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

**SPECIAL PRESENTATION**

*Service Recognition - Lino Lakes Advisory Board Members*

**1. CONSENT AGENDA**

- A) Consider Approval of Expenditures for March 13, 2023 (Check No. 118111 through 118264) in the Amount of \$641,909.80
- B) Consider Approval of February 6, 2023 Work Session Minutes
- C) Consider Approval of February 6, 2023 Closed Council Session Minutes
- D) Consider Approval of February 13, 2023 Work Session Minutes
- E) Consider Approval of February 13, 2023 Council Meeting Minutes
- F) Consider Approval of Application for Aquinas Roman Catholic Home Education Services (ARCHES) to Conduct Excluded Bingo Event
- G) Consider Approval of the Hiring of Part-Time Staff for The Rookery

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

**2. FINANCE DEPARTMENT REPORT**

No report

**3. ADMINISTRATION DEPARTMENT REPORT**

- A) Consider Appointment of Part-time Firefighter, Meg Sawyer

**Action Taken: Motion by Ruhland, seconded by Cavegn, to approve the appointment of Joshua Buganski as recommended, was adopted**

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

**Action Taken: Motion by Cavegn, seconded by Lyden, to approve the appointment of Ashley Rodvik as recommended, was adopted**

- C) Consider Appointment of Custodial Worker, Meg Sawyer

**Action Taken: Motion by Cavegn, seconded by Ruhland, to approve the appointment of Ryan McConville as recommended, was adopted**

- D) Consider Appointment of City Clerk, Meg Sawyer

**Action Taken: Motion by Cavegn, seconded by Ruhland, to approve the appointment of Jolleen Chaika as recommended, was adopted**

**4. PUBLIC SAFETY DEPARTMENT REPORT**

- A) Consider Donation of Bicycles, John Swenson

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

**5. PUBLIC SERVICES DEPARTMENT REPORT**

No report

**6. COMMUNITY DEVELOPMENT REPORT**

- A) Consider 1<sup>st</sup> Reading of Ordinance No. 01-23 City Code Chapter 1010: Signs, Katie Larsen

**Action Taken: Motion by Ruhland, seconded by Cavegn, to approve the 1<sup>st</sup> Reading of Ordinance No. 01-23 as presented, was adopted**

- B) Consider Resolution No. 23-20 Accepting and Approving the Grant Agreement between the City of Lino Lakes and the Metropolitan Council of Environmental Services for the Improvement of Publically Owned Infrastructure and Approving Certificate of Real Property, Diane Hankee

**Action Taken: Motion by Ruhland, seconded by Cavegn, to approve Resolution No. 23-20 as presented, was adopted**

**7. UNFINISHED BUSINESS**

None

**8. NEW BUSINESS**

None

**Adjournment**

**Action Taken: Motion by Stoesz, seconded by Ruhland, to adjourn at 6:49 p.m., was adopted**

*Community Calendar – A Look Ahead*  
**March 13, 2023 through March 27, 2023**

✚ Monday, March 27	6:00 pm, Community Room	Council Work Session
✚ Monday, March 27	6:30 pm, Council Chambers	City Council Meeting



# CITY COUNCIL AGENDA

Monday, March 13, 2023

\*\*\*\*\*

6:30 p.m.

(Scheduled to be broadcast on Channel 16)

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

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

**Council Chambers (not televised)**

1. Review Regular Agenda

## CITY COUNCIL MEETING, 6:30 P.M.

- Call to Order and Roll Call
- Pledge of Allegiance
- Open Mike / Public Comment (*in person or received in writing prior to meeting*)
- Setting the Agenda: Addition or deletion of agenda items

## SPECIAL PRESENTATION

*Service Recognition - Lino Lakes Advisory Board Members*

### 1. CONSENT AGENDA

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### 2. FINANCE DEPARTMENT REPORT

No report

### 3. ADMINISTRATION DEPARTMENT REPORT

- A) Consider Appointment of Part-time Firefighter, Meg Sawyer

- B) Consider Appointment of Paid On-Call Firefighter, Meg Sawyer
- C) Consider Appointment of Custodial Worker, Meg Sawyer
- D) Consider Appointment of City Clerk, Meg Sawyer

**4. PUBLIC SAFETY DEPARTMENT REPORT**

- A) Consider Donation of Bicycles, John Swenson

**5. PUBLIC SERVICES DEPARTMENT REPORT**

No report

**6. COMMUNITY DEVELOPMENT REPORT**

- A) Consider 1<sup>st</sup> Reading of Ordinance No. 01-23 City Code Chapter 1010: Signs, Katie Larsen
- B) Consider Resolution No. 23-20 Accepting and Approving the Grant Agreement between the City of Lino Lakes and the Metropolitan Council of Environmental Services for the Improvement of Publically Owned Infrastructure and Approving Certificate of Real Property, Diane Hankee



**7. UNFINISHED BUSINESS**

None

**8. NEW BUSINESS**

None

**Adjournment**

<b><i>Community Calendar – A Look Ahead</i></b>		
<b>March 13, 2023 through March 27, 2023</b>		
 Monday, March 27	6:00 pm, Community Room	Council Work Session
 Monday, March 27	6:30 pm, Council Chambers	City Council Meeting



# **Expenditures**

March 13, 2023

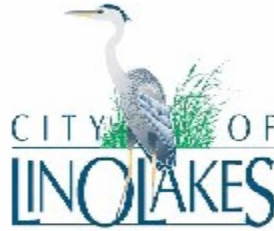
Check #118111 to #118264

\$641,909.80

# Accounts Payable

## Check Detail

User: jessica.eller  
Printed: 03/08/2023 - 9:57AM



Check Number	Check Date		Amount
<b>2 - 1st Choice Document Destruction Line Item Account</b>			
118179	03/13/2023		
Inv	23-2513		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/18/2023	Shred Day Event 2,600 Pounds Recycled	101-462-4410-000	840.00
Inv 23-2513 Total			840.00
118179 Total:			840.00
<b>2 - 1st Choice Document Destruction Total:</b>			840.00
<b>967 - AARP Line Item Account</b>			
118113	02/27/2023		
Inv	1/26/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2023	AARP Driver Safety Course	202-451-4410-607	125.00
Inv 1/26/2023 Total			125.00
118113 Total:			125.00
<b>967 - AARP Total:</b>			125.00
<b>1976 - AEDSuperstore Line Item Account</b>			
118114	02/27/2023		
Inv	INV3125862		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2023	Manikins with CPR Monitor & AED Training Kit	202-451-4200-805	1,253.90
Inv INV3125862 Total			1,253.90
118114 Total:			1,253.90
<b>1976 - AEDSuperstore Total:</b>			1,253.90
<b>13 - AFLAC Line Item Account 101-000-2040-000</b>			
118115	02/27/2023		

Check Number	Check Date		Amount
Inv	736630		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/12/2023	February Insurance Premiums	101-000-2040-000	197.12
Inv 736630 Total			197.12
118115 Total:			197.12
<b>13 - AFLAC Total:</b>			197.12
<b>14 - AFSCME Council #5 Line Item Account 101-000-2040-000</b>			
118176	03/03/2023		
Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2023	PR Batch 00002.03.2023 Union Dues AFSCME	101-000-2040-000	391.30
Inv Total			391.30
118176 Total:			391.30
<b>14 - AFSCME Council #5 Total:</b>			391.30
<b>1921 - Airgas, Inc. Line Item Account</b>			
118116	02/27/2023		
Inv	9994259066		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	Oxygen Cylinder Rental	202-451-4200-000	77.80
Inv 9994259066 Total			77.80
118116 Total:			77.80
<b>1921 - Airgas, Inc. Total:</b>			77.80
<b>1657 - Aker Doors, Inc. Line Item Account</b>			
118180	03/13/2023		
Inv	43866		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/22/2023	Service & Adjust Door	101-432-4300-500	159.00
Inv 43866 Total			159.00
118180 Total:			159.00
<b>1657 - Aker Doors, Inc. Total:</b>			159.00



Check Number	Check Date		Amount
<b>1020 - Allina Health System Line Item Account</b>			
118181	03/13/2023		
Inv	CI00032289		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2023	EMT Recertification for Fire Personnel	101-421-4330-000	1,160.00
Inv CI00032289 Total			1,160.00
118181 Total:			1,160.00
<b>1020 - Allina Health System Total:</b>			1,160.00
<b>42 - Anoka County Property Records &amp; Taxation Line Item Account</b>			
118117	02/27/2023		
Inv	23-1936		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	Agreement for Reciprocal Driveway Easement	801-000-2327-103	46.00
01/31/2023	Easement Encroachment Agreement - 1938 William Ln	101-000-2081-000	46.00
Inv 23-1936 Total			92.00
118117 Total:			92.00
<b>42 - Anoka County Property Records &amp; Taxation Total:</b>			92.00
<b>44 - Anoka County Treasury Office Line Item Account</b>			
118118	02/27/2023		
Inv	B230215L		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/15/2023	Site 115 Feb 2023 CAC Fiber	101-432-4300-500	75.00
02/15/2023	Site 117 Feb 2023 CAC Fiber	101-432-4300-503	75.00
02/15/2023	Site 116 Feb 2023 CAC Fiber	101-432-4300-501	75.00
Inv B230215L Total			225.00
Inv	EC021323Q		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/13/2023	2023 Economic Development Cost Share	101-415-4300-000	1,210.00
Inv EC021323Q Total			1,210.00
118118 Total:			1,435.00
118182	03/13/2023		
Inv	ES-00012539		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2023	Used Oil Class 1 License Fee	101-431-4452-000	100.00
Inv ES-00012539 Total			100.00

Check Number	Check Date		Amount
118182 Total:			100.00
<b>44 - Anoka County Treasury Office Total:</b>			<b>1,535.00</b>
<b>53 - Aspen Equipment Company Line Item Account</b>			
118183	03/13/2023		
Inv	10246028		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/14/2023	Stock Replacement Plow Parts	101-431-4221-000	1,832.00
Inv 10246028 Total			1,832.00
118183 Total:			1,832.00
<b>53 - Aspen Equipment Company Total:</b>			<b>1,832.00</b>
<b>54 - Aspen Mills, Inc. Line Item Account</b>			
118119	02/27/2023		
Inv	294279		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
05/19/2022	Dept Exp - A. Ulvenes	101-420-4370-000	122.50
Inv 294279 Total			122.50
Inv	295196		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
06/09/2022	Uniform Allowance - D. Thill	101-420-4370-000	85.82
Inv 295196 Total			85.82
Inv	302235		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
10/17/2022	Dept Exp - M. Jessen-Olson	101-421-4370-000	546.14
Inv 302235 Total			546.14
Inv	307928		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2023	Dept Exp - A. Wald	101-421-4370-000	403.99
Inv 307928 Total			403.99
Inv	308384		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/03/2023	Uniform Allowance - A. Hallin	101-420-4370-000	329.59
Inv 308384 Total			329.59

Check Number	Check Date		Amount
Inv 308939			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/13/2023	Uniform Allowance - M. Paulson	101-420-4370-000	39.99
Inv 308939 Total			39.99
118119 Total:			1,528.03
118184	03/13/2023		
Inv 309277			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2023	Dept Exp - J. O'Brien	101-420-4370-000	1,516.97
Inv 309277 Total			1,516.97
Inv 309488			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/24/2023	Uniform Allowance - S. Bonczek	101-420-4370-000	39.99
Inv 309488 Total			39.99
Inv 310019			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2023	Uniform Allowance - K. Leibel	101-420-4370-000	118.40
Inv 310019 Total			118.40
118184 Total:			1,675.36
<b>54 - Aspen Mills, Inc. Total:</b>			3,203.39
<b>1547 - Baker Tilly Municipal Advisors, LLC Line Item Account</b>			
118185	03/13/2023		
Inv BTMA18354			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Ryan TIF Establishment	801-000-2300-000	6,526.74
Inv BTMA18354 Total			6,526.74
118185 Total:			6,526.74
<b>1547 - Baker Tilly Municipal Advisors, LLC Total:</b>			6,526.74
<b>1983 - Ballering, Kathy Line Item Account 101-450-4331-000</b>			
118186	03/13/2023		
Inv Q12023			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2023	1st Qtr 2023 Stipend	101-450-4331-000	75.00

Check Number	Check Date		Amount
		Inv Q12023 Total	75.00
		118186 Total:	75.00
		<b>1983 - Ballering, Kathy Total:</b>	75.00
		<b>1932 - Bartz, Paul Line Item Account</b>	
118120	02/27/2023		
Inv	1/27/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/27/2023	Mileage Reimbursement - Background Checks	101-420-4330-000	131.00
		Inv 1/27/2023 Total	131.00
		118120 Total:	131.00
118187	03/13/2023		
Inv	3/2/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2023	Mileage Reimbursement - Background Checks	101-420-4330-000	72.25
		Inv 3/2/2023 Total	72.25
		118187 Total:	72.25
		<b>1932 - Bartz, Paul Total:</b>	203.25
		<b>1028 - Baycom, Inc. Line Item Account</b>	
118188	03/13/2023		
Inv	EQUIPINV_042475		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2023	Mobile Computers (2) & Mounts (2)	101-421-4240-000	8,972.00
		Inv EQUIPINV_042475 Total	8,972.00
		118188 Total:	8,972.00
		<b>1028 - Baycom, Inc. Total:</b>	8,972.00
		<b>1977 - Becchetti, Hillary Line Item Account</b>	
118121	02/27/2023		
Inv	2021-02097		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/14/2023	Escrow Release - 508 Pine Street	801-000-2318-000	14,250.00
		Inv 2021-02097 Total	14,250.00

118121 Total:	14,250.00
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<b>1977 - Becchetti, Hillary Total:</b>	14,250.00
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**1957 - BENCO - Hopkins Line Item Account**

118189            03/13/2023

Inv    406005616

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/16/2023	Installation of New Automotive Hoist	101-431-4300-000	1,250.00

Inv 406005616 Total	1,250.00
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118189 Total:	1,250.00
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<b>1957 - BENCO - Hopkins Total:</b>	1,250.00
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**1129 - Blaine Brothers Line Item Account**

118190            03/13/2023

Inv    010004362004

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/13/2023	Stock Air Line	101-431-4221-000	20.40

Inv 010004362004 Total	20.40
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118190 Total:	20.40
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<b>1129 - Blaine Brothers Total:</b>	20.40
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**1359 - Blaine Lock & Safe, Inc. Line Item Account**

118122            02/27/2023

Inv    34905

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/03/2023	Lift Station Keys 7 & 8	602-495-4300-000	49.50

Inv 34905 Total	49.50
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118122 Total:	49.50
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<b>1359 - Blaine Lock &amp; Safe, Inc. Total:</b>	49.50
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**85 - Bluetarp Financial, Inc. Line Item Account**

118191            03/13/2023

Inv    0361117545

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Stock Trailer Wiring	101-431-4221-000	29.97

Check Number	Check Date		Amount
		Inv 0361117545 Total	29.97
		118191 Total:	29.97
		<b>85 - Bluetarp Financial, Inc. Total:</b>	29.97
		<b>92 - Boyer Trucks, Inc. Line Item Account</b>	
118192	03/13/2023		
		Inv 001S10248	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		02/22/2023	Oil Pan Replacement #215
			<u>Line Item Account</u>
			101-431-4300-000
			1,152.46
		Inv 001S10248 Total	1,152.46
		118192 Total:	1,152.46
		<b>92 - Boyer Trucks, Inc. Total:</b>	1,152.46
		<b>94 - Broadway Awards, Inc. Line Item Account</b>	
118193	03/13/2023		
		Inv 52372	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		02/24/2023	Plaque - P. Tralle
			<u>Line Item Account</u>
			101-401-4900-000
			41.48
		Inv 52372 Total	41.48
		118193 Total:	41.48
		<b>94 - Broadway Awards, Inc. Total:</b>	41.48
		<b>731 - Business Essentials Line Item Account</b>	
118194	03/13/2023		
		Inv OE-616477-1	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		03/01/2023	Toilet Paper & Paper Towels
			<u>Line Item Account</u>
			101-450-4211-000
			403.44
		Inv OE-616477-1 Total	403.44
		118194 Total:	403.44
		<b>731 - Business Essentials Total:</b>	403.44
		<b>1886 - C&amp;C Courts INC/Sport Court North Line Item Account</b>	
118195	03/13/2023		

Check Number	Check Date		Amount
Inv	2023-620		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/22/2023	Cables for Pickleball Nets	202-451-4200-605	58.00
Inv 2023-620 Total			58.00
118195 Total:			58.00
<b>1886 - C&amp;C Courts INC/Sport Court North Total:</b>			58.00
<b>115 - Centennial Utilities Line Item Account</b>			
118123	02/27/2023		
Inv	January 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	Natural Gas	101-432-4383-503	6,488.47
01/31/2023	Natural Gas	101-450-4383-000	323.50
01/31/2023	Natural Gas	101-450-4383-000	23.53
01/31/2023	Natural Gas	101-450-4383-000	263.82
01/31/2023	Natural Gas	202-451-4383-000	8,990.90
01/31/2023	Natural Gas	602-495-4383-000	22.23
Inv January 2023 Total			16,112.45
118123 Total:			16,112.45
<b>115 - Centennial Utilities Total:</b>			16,112.45
<b>116 - CenterPoint Energy Line Item Account</b>			
118124	02/27/2023		
Inv	January 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2023	Natural Gas	101-432-4383-501	1,139.48
01/30/2023	Natural Gas	601-494-4383-000	477.88
01/30/2023	Natural Gas	101-450-4383-000	297.72
01/30/2023	Natural Gas	101-432-4383-502	1,724.58
01/30/2023	Natural Gas	602-495-4383-000	134.79
01/30/2023	Natural Gas	101-432-4383-500	2,540.87
Inv January 2023 Total			6,315.32
118124 Total:			6,315.32
118196	03/13/2023		
Inv	February 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2023	Natural Gas	101-432-4383-501	956.11
02/28/2023	Natural Gas	601-494-4383-000	420.43
02/28/2023	Natural Gas	602-495-4383-000	139.18
02/28/2023	Natural Gas	101-432-4383-500	2,300.51

Check Number	Check Date		Amount
02/28/2023	Natural Gas	101-432-4383-502	1,378.44
02/28/2023	Natural Gas	101-450-4383-000	312.80
Inv February 2023 Total			5,507.47
118196 Total:			5,507.47
<b>116 - CenterPoint Energy Total:</b>			11,822.79
<b>117 - Central Pension Fund Line Item Account 101-000-2040-000</b>			
118111	02/17/2023		
Inv	February 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/17/2023	Central Pension Fund February 2023	101-000-2040-000	6,528.00
Inv February 2023 Total			6,528.00
118111 Total:			6,528.00
<b>117 - Central Pension Fund Total:</b>			6,528.00
<b>121 - CenturyLink Line Item Account 101-432-4321-503</b>			
118125	02/27/2023		
Inv	333266979		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Phone & Internet Services	202-451-4321-000	63.74
Inv 333266979 Total			63.74
Inv	6517843659805		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Phone & Internet Services	101-432-4321-503	64.68
Inv 6517843659805 Total			64.68
Inv	7637846219687		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Pool Emergency Phone Services	202-451-4321-000	204.00
Inv 7637846219687 Total			204.00
118125 Total:			332.42
<b>121 - CenturyLink Total:</b>			332.42
<b>122 - CES Imaging Line Item Account 101-432-4410-503</b>			
118197	03/13/2023		



Check Number	Check Date		Amount
Inv	INV149024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/27/2023	February Plotter/Scanner Maintenance	101-432-4410-503	80.00
Inv	INV149024 Total		80.00
118197 Total:			80.00
<b>122 - CES Imaging Total:</b>			80.00
<b>1964 - Clasen, Paul Line Item Account</b>			
118126	02/27/2023		
Inv	23-001		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/13/2023	Pickleball Instructor	202-451-4410-605	120.00
02/13/2023	Pickleball Balls (12)	202-451-4200-605	14.40
Inv	23-001 Total		134.40
118126 Total:			134.40
<b>1964 - Clasen, Paul Total:</b>			134.40
<b>761 - Comcast Line Item Account 101-432-4321-502</b>			
118127	02/27/2023		
Inv	0163083		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/05/2023	Phone & Internet Services	601-494-4321-000	165.05
Inv	0163083 Total		165.05
118127 Total:			165.05
118198	03/13/2023		
Inv	0131882		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/24/2023	Phone & Internet Services	101-432-4321-502	372.26
Inv	0131882 Total		372.26
118198 Total:			372.26
<b>761 - Comcast Total:</b>			537.31
<b>149 - Connexus Energy Line Item Account</b>			
118199	03/13/2023		

Inv February 2023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/27/2023	Electric	601-494-4381-000	1,753.02
02/27/2023	Electric	101-430-4385-000	1,857.84
02/27/2023	Electric	602-495-4381-000	1,043.98
02/27/2023	Electric	101-450-4381-000	72.63
02/27/2023	Electric	101-432-4381-500	1,141.18
02/27/2023	Electric	101-420-4381-000	31.87

Inv February 2023 Total 5,900.52

118199 Total: 5,900.52

**149 - Connexus Energy Total:** 5,900.52

**1278 - Core & Main LP Line Item Account**

118128 02/27/2023

Inv S304610

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/02/2023	Touchpad	601-494-4215-000	1,017.18

Inv S304610 Total 1,017.18

Inv S346953

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/13/2023	Hydrant Meter Assembly Part	601-494-4211-000	107.16

Inv S346953 Total 107.16

118128 Total: 1,124.34

118200 03/13/2023

Inv S391742

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2023	Meters	601-494-4215-000	5,089.38

Inv S391742 Total 5,089.38

118200 Total: 5,089.38

**1278 - Core & Main LP Total:** 6,213.72

**157 - Crown Marking, Inc. Line Item Account**

118201 03/13/2023

Inv OE-86978

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/24/2023	Name Plates (4)	101-432-4200-000	98.72

Inv OE-86978 Total 98.72

Inv OE-87024

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2023	Name Plate - S. Stewart	101-432-4200-000	29.21

Inv OE-87024 Total 29.21

118201 Total: 127.93

**157 - Crown Marking, Inc. Total:** 127.93

**1012 - Custom Fire Apparatus, Inc. Line Item Account**

118129 02/27/2023

Inv 0022119-IN

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2023	Wheel Chock Holder #625	101-431-4410-000	99.06

Inv 0022119-IN Total 99.06

118129 Total: 99.06

118202 03/13/2023

Inv 0022213-IN

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	Replace Jack on Trailer #626	101-431-4410-000	627.96

Inv 0022213-IN Total 627.96

118202 Total: 627.96

**1012 - Custom Fire Apparatus, Inc. Total:** 727.02

**1866 - Cutts, Julie Line Item Account 101-450-4331-000**

118203 03/13/2023

Inv Q12023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2023	1st Qtr 2023 Stipend	101-450-4331-000	150.00

Inv Q12023 Total 150.00

118203 Total: 150.00

**1866 - Cutts, Julie Total:** 150.00

**167 - Dalco, Inc. Line Item Account**

118130 02/27/2023

Check Number	Check Date		Amount
Inv	4045325		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/13/2023	Can Liners	202-451-4211-000	39.76
Inv 4045325 Total			39.76
Inv	4045339		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/13/2023	Paper Towel	202-451-4211-000	186.28
Inv 4045339 Total			186.28
118130 Total:			226.04
118204	03/13/2023		
Inv	4048362		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2023	Bowl Cleaner, Floor Scrub Brush, Hair & Body Wash	202-451-4211-000	194.12
Inv 4048362 Total			194.12
Inv	4048440		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2023	Paper Towels & Compostable Can Liners	101-432-4211-000	415.18
Inv 4048440 Total			415.18
Inv	4048448		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2023	Carpet Cleaner	101-432-4211-000	59.94
Inv 4048448 Total			59.94
Inv	4051024		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/27/2023	Toilet Tissue, Paper Towel & Brush Belt	202-451-4211-000	385.18
Inv 4051024 Total			385.18
118204 Total:			1,054.42
<b>167 - Dalco, Inc. Total:</b>			<b>1,280.46</b>
<b>1261 - Dell Marketing LP Line Item Account</b>			
118205	03/13/2023		
Inv	10645763857		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/18/2023	Computer - W. Peterson	601-494-4240-000	327.14
01/18/2023	Computer - W. Peterson	602-495-4240-000	327.15

Check Number	Check Date		Amount
Inv 10645763857		Total	654.29
Inv 10646054796			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/19/2023	Computer - P. Doyle	403-431-4240-000	819.16
Inv 10646054796		Total	819.16
Inv 10646054809			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/19/2023	Computer - PW Shared	403-430-4240-000	654.29
Inv 10646054809		Total	654.29
Inv 10646093370			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/19/2023	Computer - J. Whitney	403-418-4240-000	1,189.24
Inv 10646093370		Total	1,189.24
Inv 10646093397			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/19/2023	Computer - A. Nelson	403-461-4240-000	1,189.24
Inv 10646093397		Total	1,189.24
118205 Total:			4,506.22
<b>1261 - Dell Marketing LP Total:</b>			4,506.22
<b>175 - Delta Dental of Minnesota Line Item Account</b>			
118131	02/27/2023		
Inv	March 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/01/2023	Dental Insurance Premiums	101-450-4134-000	285.85
03/01/2023	Dental Insurance Premiums	101-421-4134-000	74.03
03/01/2023	Dental Insurance Premiums	101-462-4134-000	10.21
03/01/2023	Dental Insurance Premiums	101-000-2040-000	524.05
03/01/2023	Dental Insurance Premiums	101-431-4134-000	130.16
03/01/2023	Dental Insurance Premiums	101-463-4134-000	12.76
03/01/2023	Dental Insurance Premiums	101-432-4134-000	7.66
03/01/2023	Dental Insurance Premiums	202-451-4134-000	255.22
03/01/2023	Dental Insurance Premiums	101-418-4134-000	51.04
03/01/2023	Dental Insurance Premiums	602-495-4134-000	172.26
03/01/2023	Dental Insurance Premiums	101-430-4134-000	232.23
03/01/2023	Dental Insurance Premiums	101-416-4134-000	51.04
03/01/2023	Dental Insurance Premiums	101-422-4134-000	178.66
03/01/2023	Dental Insurance Premiums	101-420-4134-000	1,304.13
03/01/2023	Dental Insurance Premiums	101-461-4134-000	15.31
03/01/2023	Dental Insurance Premiums	601-494-4134-000	172.26
03/01/2023	Dental Insurance Premiums	603-496-4134-000	20.41
03/01/2023	Dental Insurance Premiums	101-407-4134-000	89.33

Check Number	Check Date		Amount
03/01/2023	Dental Insurance Premiums	101-000-2044-000	1,545.00
Inv March 2023 Total			5,131.61
118131 Total:			5,131.61
<b>175 - Delta Dental of Minnesota Total:</b>			5,131.61
<b>1673 - Ecological Strategies, LLC Line Item Account</b>			
118132	02/27/2023		
Inv	2/15/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/15/2023	Management Planning & Oversight for Conservation Outlots	810-499-4410-000	2,200.00
Inv 2/15/2023 Total			2,200.00
118132 Total:			2,200.00
<b>1673 - Ecological Strategies, LLC Total:</b>			2,200.00
<b>192 - Emergency Apparatus Maintenance Line Item Account</b>			
118206	03/13/2023		
Inv	126326		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/07/2023	Service Pump & Equipment #620	101-431-4410-000	1,395.61
Inv 126326 Total			1,395.61
Inv	126327		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/07/2023	NFPA Pump Test #620	101-421-4410-000	265.00
Inv 126327 Total			265.00
Inv	126328		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/21/2023	Service Pump & Equipment #621	101-431-4410-000	1,387.55
Inv 126328 Total			1,387.55
Inv	126329		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/21/2023	NFPA Pump Test #621	101-421-4410-000	265.00
Inv 126329 Total			265.00
Inv	126553		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/07/2023	Replace Batteries, Check Engine Light Repair & Replace Seal #620	101-431-4410-000	5,803.53

Check Number	Check Date		Amount
Inv 126553	Total		5,803.53
Inv	126615		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/03/2023	Repair Tank Fill Valve #625	101-431-4410-000	274.94
Inv 126615	Total		274.94
118206 Total:			9,391.63
<b>192 - Emergency Apparatus Maintenance Total:</b>			9,391.63
<b>1948 - Emergency Technical Decon Line Item Account</b>			
118207	03/13/2023		
Inv	477		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/29/2022	Repair Damaged Turnout Gear	101-421-4370-000	45.70
Inv 477	Total		45.70
118207 Total:			45.70
<b>1948 - Emergency Technical Decon Total:</b>			45.70
<b>1826 - Endurance Fitness of MN, LLC Line Item Account</b>			
118208	03/13/2023		
Inv	March 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/01/2023	March 2023 EF Monthly Fee	202-451-4411-000	11,665.00
Inv March 2023	Total		11,665.00
118208 Total:			11,665.00
<b>1826 - Endurance Fitness of MN, LLC Total:</b>			11,665.00
<b>199 - ESRI Line Item Account</b>			
118133	02/27/2023		
Inv	94387493		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/09/2022	ArcGIS Annual Maintenance	101-417-4410-000	500.00
12/09/2022	ArcGIS Annual Maintenance	101-461-4410-000	919.00
12/09/2022	ArcGIS Annual Maintenance	101-416-4410-000	500.00
Inv 94387493	Total		1,919.00

118133 Total:		1,919.00
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<b>199 - ESRI Total:</b>		1,919.00
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**203 - Evident Crime Scene Products Line Item Account**

118134            02/27/2023

Inv    218228A

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/03/2023	Gun Boxes w/Evidence Form (25)	101-420-4211-000	74.87

Inv 218228A Total		74.87
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118134 Total:		74.87
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<b>203 - Evident Crime Scene Products Total:</b>		74.87
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**204 - Factory Motor Parts Company Line Item Account**

118209            03/13/2023

Inv    159-079554

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2023	Stock Glass Cleaner	101-431-4211-000	59.76

Inv 159-079554 Total		59.76
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Inv    159-079613

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2023	Stock Anti-Seize Lube	101-431-4211-000	14.18

Inv 159-079613 Total		14.18
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Inv    159-079685

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Stock Filters	101-431-4221-000	48.26

Inv 159-079685 Total		48.26
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Inv    159-079710

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Stock Gear Lube	101-431-4221-000	115.62

Inv 159-079710 Total		115.62
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Inv    159-079886

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/15/2023	Stock Battery	101-431-4221-000	133.22

Inv 159-079886 Total		133.22
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Check Number	Check Date		Amount
Inv	159-Z09860		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
08/19/2022	Battery Core Returns	101-431-4221-000	-19.00
Inv 159-Z09860 Total			-19.00
Inv	159-Z10050		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/16/2022	Stock Battery	101-431-4221-000	115.03
Inv 159-Z10050 Total			115.03
Inv	159-Z11289		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2023	Battery Core Returns	101-431-4221-000	-20.90
Inv 159-Z11289 Total			-20.90
Inv	1-8373789		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Stock Filters	101-431-4221-000	41.99
Inv 1-8373789 Total			41.99
Inv	1-8383971		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/14/2023	Stock Gear Lube	101-431-4221-000	83.72
Inv 1-8383971 Total			83.72
Inv	1-8384756		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/14/2023	Glow Plug #263	101-431-4221-000	22.15
Inv 1-8384756 Total			22.15
118209 Total:			594.03
<b>204 - Factory Motor Parts Company Total:</b>			594.03
<b>1458 - Fidelity Security Life Insurance Co. Line Item Account 101-000-2048-000</b>			
118210	03/13/2023		
Inv	165682732		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/22/2023	March Vision Insurance	101-000-2048-000	167.59
Inv 165682732 Total			167.59
118210 Total:			167.59

<b>1458 - Fidelity Security Life Insurance Co. Total:</b>	167.59
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**1014 - Finke, Brian Line Item Account**

118211            03/13/2023  
 Inv    3/2/2023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2023	Tuition Reimbursement - B. Finke	101-421-4330-000	352.75

Inv 3/2/2023 Total	352.75
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118211 Total:	352.75
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<b>1014 - Finke, Brian Total:</b>	352.75
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**216 - First Advantage Occ. Line Item Account**

118135            02/27/2023  
 Inv    2505972301

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	Annual Enrollment & Employee Drug Testing	101-402-4300-000	270.24

Inv 2505972301 Total	270.24
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118135 Total:	270.24
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<b>216 - First Advantage Occ. Total:</b>	270.24
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**229 - Galls, LLC Line Item Account**

118212            03/13/2023  
 Inv    023674440

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/24/2023	Uniform Allowance - A. Hallin	101-420-4370-000	55.83

Inv 023674440 Total	55.83
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118212 Total:	55.83
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<b>229 - Galls, LLC Total:</b>	55.83
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**233 - GDO Law Line Item Account 101-414-4303-000**

118213            03/13/2023  
 Inv    11726

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2023	March Prosecutor Contract	101-414-4303-000	8,750.00

Inv 11726 Total	8,750.00
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Check Number	Check Date		Amount
Inv 11727			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2023	February Forfeitures	101-414-4303-000	52.50
Inv 11727 Total			52.50
118213 Total:			8,802.50
<b>233 - GDO Law Total:</b>			8,802.50
<b>1880 - Gill ID Systems Line Item Account</b>			
118214	03/13/2023		
Inv 59581			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/10/2023	Custom ID Cards (500)	202-451-4200-000	525.00
Inv 59581 Total			525.00
118214 Total:			525.00
<b>1880 - Gill ID Systems Total:</b>			525.00
<b>902 - Gooder, Clark J. Line Item Account 101-450-4331-000</b>			
118215	03/13/2023		
Inv Q12023			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2023	1st Qtr 2023 Stipend	101-450-4331-000	150.00
Inv Q12023 Total			150.00
118215 Total:			150.00
<b>902 - Gooder, Clark J. Total:</b>			150.00
<b>244 - Gopher State One-Call Line Item Account</b>			
118136	02/27/2023		
Inv 3010544			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	January Tickets	602-495-4410-000	54.68
01/31/2023	January Tickets	601-494-4410-000	54.67
Inv 3010544 Total			109.35
118136 Total:			109.35
118216	03/13/2023		

Check Number	Check Date		Amount
Inv	3020546		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2023	February Tickets	602-495-4410-000	58.05
02/28/2023	February Tickets	601-494-4410-000	58.05
Inv 3020546 Total			116.10
			<hr/>
118216 Total:			116.10
			<hr/>
<b>244 - Gopher State One-Call Total:</b>			225.45
<b>249 - Grainger Line Item Account</b>			
118137	02/27/2023		
Inv	9587557670		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/26/2023	Fuse (2)	602-495-4211-000	29.90
Inv 9587557670 Total			29.90
			<hr/>
118137 Total:			29.90
118217	03/13/2023		
Inv	9607343358		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/13/2023	Belts for Garage Door Openers	101-432-4211-000	37.56
Inv 9607343358 Total			37.56
			<hr/>
118217 Total:			37.56
			<hr/>
<b>249 - Grainger Total:</b>			67.46
<b>1264 - Hach Company Line Item Account</b>			
118138	02/27/2023		
Inv	13454070		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/07/2023	Bench Service	601-494-4410-000	849.66
Inv 13454070 Total			849.66
			<hr/>
118138 Total:			849.66
			<hr/>
<b>1264 - Hach Company Total:</b>			849.66
<b>264 - Hardwood Creek Lumber, Inc. Line Item Account</b>			
118218	03/13/2023		

Check Number	Check Date		Amount
Inv	12693		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/17/2022	Wood Stakes for Snow Markers	101-430-4211-000	259.60
Inv 12693 Total			259.60
118218 Total:			259.60
<b>264 - Hardwood Creek Lumber, Inc. Total:</b>			259.60
<b>271 - Hawkins, Inc. Line Item Account</b>			
118219	03/13/2023		
Inv	6401786		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/15/2023	Chlorine Cylinders	601-494-4222-000	150.00
Inv 6401786 Total			150.00
Inv	6406219		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/17/2023	Hydrofluosilicic Acid & LPC-5	601-494-4222-000	3,696.54
Inv 6406219 Total			3,696.54
118219 Total:			3,846.54
<b>271 - Hawkins, Inc. Total:</b>			3,846.54
<b>281 - Hennepin Technical College Line Item Account</b>			
118220	03/13/2023		
Inv	00432039		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/02/2022	Tuition - T. Payne	101-430-4330-000	1,035.00
Inv 00432039 Total			1,035.00
118220 Total:			1,035.00
<b>281 - Hennepin Technical College Total:</b>			1,035.00
<b>1850 - Henry Schein, Inc. Line Item Account</b>			
118139	02/27/2023		
Inv	33817951		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	Medical Supplies	101-421-4211-000	299.84
Inv 33817951 Total			299.84

Inv 33818143

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	Non-Rebreather Masks (4)	101-420-4211-000	3.88

Inv 33818143 Total 3.88

118139 Total: 303.72

**1850 - Henry Schein, Inc. Total:** 303.72

**1835 - HMS Health LLC Line Item Account**

118140 02/27/2023

Inv 26819

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	Preventative Maintenance Services for AED's & Cardiac Monitor	101-420-4410-000	375.00
01/31/2023	Preventative Maintenance Services for AED's & Cardiac Monitor	101-421-4410-000	312.50

Inv 26819 Total 687.50

118140 Total: 687.50

**1835 - HMS Health LLC Total:** 687.50

**1749 - Huebsch Services Line Item Account**

118221 03/13/2023

Inv 20074801

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2023	Shop Towels	101-431-4211-000	87.22
02/28/2023	Mats	101-432-4410-501	115.44
02/28/2023	Mats	101-432-4410-503	495.74
02/28/2023	Mats	202-451-4410-000	361.28
02/28/2023	Mats	101-432-4410-502	63.32

Inv 20074801 Total 1,123.00

118221 Total: 1,123.00

**1749 - Huebsch Services Total:** 1,123.00

**297 - Huelman, Patrick H. Line Item Account 101-450-4331-000**

118222 03/13/2023

Inv Q12023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2023	1st Qtr 2023 Stipend	101-450-4331-000	300.00

Inv Q12023 Total 300.00

Check Number	Check Date		Amount
118222 Total:			300.00
<b>297 - Huelman, Patrick H. Total:</b>			300.00
<b>1975 - Hutton Services LLC Line Item Account</b>			
118223	03/13/2023		
Inv	2428		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/19/2023	Install Liquid Propane Line to Generater - Lift Station #8	602-495-4300-000	1,107.09
Inv 2428 Total			1,107.09
118223 Total:			1,107.09
<b>1975 - Hutton Services LLC Total:</b>			1,107.09
<b>306 - Image Printing &amp; Graphics, Inc Line Item Account</b>			
118224	03/13/2023		
Inv	163436		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2023	Royal Ball & January Campaign Posters	202-451-4340-000	87.50
Inv 163436 Total			87.50
Inv	163483		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/13/2023	Day Camp Poster (4)	202-451-4340-000	70.00
Inv 163483 Total			70.00
118224 Total:			157.50
<b>306 - Image Printing &amp; Graphics, Inc Total:</b>			157.50
<b>1955 - Infinite Health Collaborative, PA Line Item Account</b>			
118141	02/27/2023		
Inv	TCOINV06216		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	Wellness Team Education	206-420-4410-000	18,281.25
Inv TCOINV06216 Total			18,281.25
118141 Total:			18,281.25
<b>1955 - Infinite Health Collaborative, PA Total:</b>			18,281.25

**1177 - Innovative Office Solutions LLC Line Item Account**

118225                      03/13/2023

Inv    SUM-072493

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2023	Paper	202-451-4200-000	99.96
02/28/2023	Paper, Toner, Post-it Notes & Pens	101-432-4200-000	437.12
Inv SUM-072493 Total			537.08

118225 Total: 537.08

**1177 - Innovative Office Solutions LLC Total:** 537.08

**311 - Instrumental Research, Inc. Line Item Account**

118142                      02/27/2023

Inv    4658

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2023	January Water Testing	601-494-4410-000	237.00
Inv 4658 Total			237.00

118142 Total: 237.00

**311 - Instrumental Research, Inc. Total:** 237.00

**312 - International Union Line Item Account 101-000-2040-000**

118177                      03/03/2023

Inv

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2023	PR Batch 00002.03.2023 Union Dues 49ers	101-000-2040-000	560.00
Inv Total			560.00

118177 Total: 560.00

**312 - International Union Total:** 560.00

**1889 - Jeff Ellis & Associates, Inc. Line Item Account**

118143                      02/27/2023

Inv    20111415

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/01/2023	ILTP Training Center Provider Fees	202-451-4330-000	900.00
Inv 20111415 Total			900.00

Inv    20112090

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
01/30/2023	Pool Certificate (2)	202-451-4330-000	100.00
Inv 20112090 Total			100.00
118143 Total:			1,000.00
<b>1889 - Jeff Ellis &amp; Associates, Inc. Total:</b>			1,000.00
<b>338 - Kennedy &amp; Graven, Chartered Line Item Account</b>			
118226	03/13/2023		
Inv	172646		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/15/2023	General Financial Treatment Plant	406-499-4301-147	88.00
Inv 172646 Total			88.00
Inv	172810		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2023	Lino Lakes 299A Matter	101-402-4310-000	267.50
Inv 172810 Total			267.50
118226 Total:			355.50
<b>338 - Kennedy &amp; Graven, Chartered Total:</b>			355.50
<b>1980 - Kraemer, Katie Line Item Account</b>			
118227	03/13/2023		
Inv	2/15/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/15/2023	Meal Reimbursement - K. Kraemer	101-420-4214-000	18.11
Inv 2/15/2023 Total			18.11
118227 Total:			18.11
<b>1980 - Kraemer, Katie Total:</b>			18.11
<b>1745 - Kusterman, William Line Item Account 101-450-4331-000</b>			
118228	03/13/2023		
Inv	Q12023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2023	1st Qtr 2023 Stipend	101-450-4331-000	225.00
Inv Q12023 Total			225.00
118228 Total:			225.00

<b>1745 - Kusterman, William Total:</b>	225.00
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**1974 - Language Line Services Line Item Account**

118229	03/13/2023		
Inv	10730711		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	January Language Line Services	101-420-4300-000	81.37
Inv 10730711 Total			81.37

118229 Total:	81.37
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<b>1974 - Language Line Services Total:</b>	81.37
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**1224 - Lano Equipment Line Item Account**

118230	03/13/2023		
Inv	02-978202		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2023	Replacement Cutting Edges for Bobcat Snowblower Attachments	101-431-4221-000	363.28
Inv 02-978202 Total			363.28

118230 Total:	363.28
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<b>1224 - Lano Equipment Total:</b>	363.28
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**365 - Law Enforcement Labor Services Line Item Account 101-000-2040-000**

118178	03/03/2023		
Inv			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2023	PR Batch 00002.03.2023 Union Dues LELS	101-000-2040-000	1,485.00
Inv Total			1,485.00

118178 Total:	1,485.00
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<b>365 - Law Enforcement Labor Services Total:</b>	1,485.00
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**1762 - LEAST Services/Counseling, LLC Line Item Account**

118231	03/13/2023		
Inv	1177		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2023	Counseling Services	101-420-4300-000	615.00
Inv 1177 Total			615.00

Check Number	Check Date		Amount
118231 Total:			615.00
<b>1762 - LEAST Services/Counseling, LLC Total:</b>			615.00
<b>387 - Little Falls Machine, Inc. Line Item Account</b>			
118232	03/13/2023		
Inv	367129		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/16/2023	Replacement Lift Cylinder for Wing #200	101-431-4221-000	1,026.43
Inv 367129 Total			1,026.43
118232 Total:			1,026.43
<b>387 - Little Falls Machine, Inc. Total:</b>			1,026.43
<b>757 - LRS Line Item Account 101-450-4410-000</b>			
118144	02/27/2023		
Inv	MP218004		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2023	Toilet Rental - City Hall Park	101-450-4410-000	65.00
Inv MP218004 Total			65.00
Inv	MP218005		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2023	Toilet Rental - Sunrise Park	101-450-4410-000	65.00
Inv MP218005 Total			65.00
Inv	MP218006		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2023	Toilet Rental - Birch Park	101-450-4410-000	65.00
Inv MP218006 Total			65.00
Inv	MP218007		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/09/2023	Toilet Rental - Lino Park	101-450-4410-000	65.00
Inv MP218007 Total			65.00
118144 Total:			260.00
<b>757 - LRS Total:</b>			260.00
<b>399 - Mansfield Oil Company Line Item Account 101-431-4212-000</b>			

Check Number	Check Date		Amount
118145	02/27/2023		
Inv	24005844		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Gasoline - 1,400 Gallons	101-431-4212-000	4,105.83
Inv 24005844 Total			4,105.83
118145 Total:			4,105.83
118233	03/13/2023		
Inv	24062453		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2023	Gasoline - 2,100 Gallons	101-431-4212-000	5,853.62
Inv 24062453 Total			5,853.62
Inv	24064825		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/03/2023	Diesel - 1,500 Gallons	101-431-4212-000	5,281.95
Inv 24064825 Total			5,281.95
Inv	24064883		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/03/2023	Diesel - 1,000 Gallons	101-431-4212-000	3,633.43
Inv 24064883 Total			3,633.43
118233 Total:			14,769.00
<b>399 - Mansfield Oil Company Total:</b>			18,874.83
<b>1306 - Marco Technologies LLC Line Item Account</b>			
118146	02/27/2023		
Inv	INV10813221		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2023	Security Cameras Installation	202-451-4240-301	9,885.00
Inv INV10813221 Total			9,885.00
118146 Total:			9,885.00
<b>1306 - Marco Technologies LLC Total:</b>			9,885.00
<b>1668 - Marsden Bldg Maintenance, LLC Line Item Account</b>			
118234	03/13/2023		
Inv	502189		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	

Check Number	Check Date		Amount
03/01/2023	March Janitorial Services	101-432-4410-503	4,656.12
Inv 502189 Total			4,656.12
Inv 502190			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/01/2023	March Janitorial Services	101-432-4410-500	1,261.35
Inv 502190 Total			1,261.35
Inv 502191			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/01/2023	March Janitorial Services	101-432-4410-501	762.63
Inv 502191 Total			762.63
Inv 502192			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/01/2023	March Janitorial Services	101-432-4410-502	835.37
Inv 502192 Total			835.37

118234 Total: 7,515.47

**1668 - Marsden Bldg Maintenance, LLC Total:** 7,515.47

**416 - Medica Line Item Account**

118147      02/27/2023  
 Inv    March 2023

Line Item Date	Line Item Description	Line Item Account	Amount
02/12/2023	Health Insurance Premiums	101-421-4131-000	1,571.52
02/12/2023	Health Insurance Premiums	101-463-4131-000	147.16
02/12/2023	Health Insurance Premiums	101-407-4131-000	1,601.71
02/12/2023	Health Insurance Premiums	602-495-4131-000	1,512.35
02/12/2023	Health Insurance Premiums	101-432-4131-000	88.30
02/12/2023	Health Insurance Premiums	202-451-4131-000	2,961.84
02/12/2023	Health Insurance Premiums	101-000-2040-000	1,622.24
02/12/2023	Health Insurance Premiums	101-420-4131-000	18,210.57
02/12/2023	Health Insurance Premiums	101-418-4131-000	588.65
02/12/2023	Health Insurance Premiums	101-450-4131-000	2,805.02
02/12/2023	Health Insurance Premiums	101-431-4131-000	908.99
02/12/2023	Health Insurance Premiums	101-430-4131-000	2,674.89
02/12/2023	Health Insurance Premiums	101-416-4131-000	588.64
02/12/2023	Health Insurance Premiums	101-000-2041-000	8,798.18
02/12/2023	Health Insurance Premiums	603-496-4131-000	176.59
02/12/2023	Health Insurance Premiums	101-461-4131-000	176.60
02/12/2023	Health Insurance Premiums	101-422-4131-000	2,373.20
02/12/2023	Health Insurance Premiums	101-462-4131-000	117.73
02/12/2023	Health Insurance Premiums	601-494-4131-000	1,512.35
Inv March 2023 Total			48,436.53

Check Number	Check Date		Amount
118147 Total:			48,436.53
<b>416 - Medica Total:</b>			48,436.53
<b>423 - Met Council Environmental Services Line Item Account 602-495-4405-000</b>			
118235	03/13/2023		
Inv	0001152897		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/02/2023	April Waste Water Services	602-495-4405-000	97,129.04
Inv 0001152897 Total			97,129.04
118235 Total:			97,129.04
<b>423 - Met Council Environmental Services Total:</b>			97,129.04
<b>421 - Metro Sales Incorporated Line Item Account</b>			
118148	02/27/2023		
Inv	INV2216326		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/01/2023	Copier Maintenance Contract Ricoh/MP 4055SP Copier	101-420-4410-000	36.00
Inv INV2216326 Total			36.00
118148 Total:			36.00
118236	03/13/2023		
Inv	INV2226790		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/17/2023	Copier Maintenance Contract Ricoh/IM C3500 Color Copier	202-451-4410-000	717.53
Inv INV2226790 Total			717.53
Inv	INV2227997		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2023	Copier Maintenance Contract Ricoh/MP C307 Color Copier	101-432-4410-500	128.82
Inv INV2227997 Total			128.82
Inv	INV2236440		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/01/2023	Copier Maintenance Contract Ricoh/IM C2500 Color Copier	101-432-4410-503	169.90
Inv INV2236440 Total			169.90
Inv	INV2236441		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/01/2023	Copier Maintenance Contract Ricoh/IM C6000 Color Copier	101-432-4410-503	545.98

Check Number	Check Date		Amount
		Inv INV2236441 Total	545.98
		118236 Total:	1,562.23
		<b>421 - Metro Sales Incorporated Total:</b>	1,598.23
		<b>1969 - Metro-INET Line Item Account</b>	
118237	03/13/2023		
		Inv 1133	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		<u>Line Item Account</u>	
		03/01/2023	March IT Services
		602-495-4310-000	1,115.00
		03/01/2023	March IT Services
		202-451-4310-000	2,230.00
		03/01/2023	March IT Services
		101-407-4310-000	17,837.00
		03/01/2023	March IT Services
		601-494-4310-000	1,115.00
		Inv 1133 Total	22,297.00
		118237 Total:	22,297.00
		<b>1969 - Metro-INET Total:</b>	22,297.00
		<b>422 - Metropolitan Area Management Association Line Item Account</b>	
118149	02/27/2023		
		Inv 1429	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		<u>Line Item Account</u>	
		01/12/2023	January MAMA Meeting - Legislature Preview
		101-402-4330-000	25.00
		Inv 1429 Total	25.00
		118149 Total:	25.00
		<b>422 - Metropolitan Area Management Association Total:</b>	25.00
		<b>427 - Midway Ford Company Line Item Account</b>	
118238	03/13/2023		
		Inv 598612	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		<u>Line Item Account</u>	
		02/16/2023	Credit for Blower Motor
		101-431-4221-000	-45.00
		Inv 598612 Total	-45.00
		Inv 759045	
		<u>Line Item Date</u>	<u>Line Item Description</u>
		<u>Line Item Account</u>	
		02/13/2023	Nox Sensor #262
		101-431-4221-000	312.40
		Inv 759045 Total	312.40

Check Number	Check Date		Amount
Inv	CM721962		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/16/2023	Credit for Blower Motor	101-431-4221-000	-120.75
Inv CM721962 Total			-120.75
118238 Total:			146.65
<b>427 - Midway Ford Company Total:</b>			146.65
<b>956 - Minneapolis Oxygen Company Line Item Account</b>			
118239	03/13/2023		
Inv	20265409		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2023	Welder Tips	101-431-4211-000	8.04
Inv 20265409 Total			8.04
118239 Total:			8.04
<b>956 - Minneapolis Oxygen Company Total:</b>			8.04
<b>1036 - Minnesota Petroleum Service Line Item Account</b>			
118240	03/13/2023		
Inv	0000121802		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/16/2023	Fuel Pump Repair	101-431-4300-000	252.00
Inv 0000121802 Total			252.00
118240 Total:			252.00
<b>1036 - Minnesota Petroleum Service Total:</b>			252.00
<b>455 - MN Metro North Tourism Board Line Item Account 101-415-4900-000</b>			
118150	02/27/2023		
Inv	January 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	January 2023 Tourism Tax	101-415-4900-000	5,224.00
Inv January 2023 Total			5,224.00
118150 Total:			5,224.00
<b>455 - MN Metro North Tourism Board Total:</b>			5,224.00



Check Number	Check Date		Amount
<b>469 - MRPA Line Item Account</b>			
118151	02/27/2023		
Inv	10621		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/06/2023	Job Posting - Manager on Duty	101-402-4340-000	125.00
Inv 10621 Total			125.00
118151 Total:			125.00
<b>469 - MRPA Total:</b>			125.00
<b>477 - NAC Mechanical &amp; Electrical Services Line Item Account</b>			
118241	03/13/2023		
Inv	208861		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/16/2023	Replaced Belts on Air Handler	101-432-4300-503	650.00
Inv 208861 Total			650.00
118241 Total:			650.00
<b>477 - NAC Mechanical &amp; Electrical Services Total:</b>			650.00
<b>479 - Nardini Fire Equipment Co Line Item Account</b>			
118242	03/13/2023		
Inv	IV00233166		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/01/2023	Annual Fire Monitoring Fee	202-451-4300-000	380.00
Inv IV00233166 Total			380.00
118242 Total:			380.00
<b>479 - Nardini Fire Equipment Co Total:</b>			380.00
<b>480 - NCPERS Group Life Insurance Line Item Account 101-000-2040-000</b>			
118112	02/17/2023		
Inv	March 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/17/2023	March 2023 Life Insurance Premiums	101-000-2040-000	336.00
Inv March 2023 Total			336.00
118112 Total:			336.00

Check Number	Check Date		Amount
<b>480 - NCPERS Group Life Insurance Total:</b>			336.00
<b>1253 - North Country Auto Body &amp; Mechanical Line Item Account</b>			
118243	03/13/2023		
Inv	25035		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/18/2023	Remove & Replace Bumper Assembly #412	101-431-4300-000	921.96
Inv 25035 Total			921.96
118243 Total:			921.96
<b>1253 - North Country Auto Body &amp; Mechanical Total:</b>			921.96
<b>1450 - Occupational Health Centers of MN, P.C. Line Item Account</b>			
118152	02/27/2023		
Inv	103678840		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
11/21/2022	New Hire Testing	101-402-4300-000	342.50
Inv 103678840 Total			342.50
Inv	103702326		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/04/2023	New Hire Testing	101-402-4300-000	107.00
Inv 103702326 Total			107.00
118152 Total:			449.50
<b>1450 - Occupational Health Centers of MN, P.C. Total:</b>			449.50
<b>1943 - Office of the Secretary of State Line Item Account</b>			
118153	02/27/2023		
Inv	2/17/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/17/2023	Notary Application - D. Rozan	101-418-4452-000	120.00
Inv 2/17/2023 Total			120.00
118153 Total:			120.00
<b>1943 - Office of the Secretary of State Total:</b>			120.00
<b>506 - Olson's Sewer Service, Inc. Line Item Account</b>			
118244	03/13/2023		

Check Number	Check Date		Amount
Inv	100091		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/16/2023	Wastewater Removal & Disposal - 1189 Main St	101-432-4300-500	500.00
Inv 100091 Total			500.00
118244 Total:			500.00
<b>506 - Olson's Sewer Service, Inc. Total:</b>			500.00
<b>508 - Optum Line Item Account</b>			
118154	02/27/2023		
Inv	10199082615		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/07/2023	January Retiree & Cobra Fees	101-402-4410-000	90.00
Inv 10199082615 Total			90.00
118154 Total:			90.00
<b>508 - Optum Total:</b>			90.00
<b>509 - O'Reilly Automotive Stores Line Item Account</b>			
118245	03/13/2023		
Inv	5914-232865		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/02/2023	Stock Air Filters	101-431-4221-000	194.58
Inv 5914-232865 Total			194.58
Inv	5914-233635		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Stock Filters	101-431-4221-000	70.32
Inv 5914-233635 Total			70.32
Inv	5914-233679		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Stock Air Filter	101-431-4221-000	17.89
Inv 5914-233679 Total			17.89
Inv	5914-235390		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2023	Wheel Lug Nuts #319	101-431-4221-000	91.68
Inv 5914-235390 Total			91.68

Check Number	Check Date		Amount
118245 Total:			374.47
<b>509 - O'Reilly Automotive Stores Total:</b>			374.47
<b>511 - Otter Lake Animal Care Center Line Item Account</b>			
118246	03/13/2023		
Inv	232624		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2023	Boarding	211-420-4300-000	163.80
Inv 232624 Total			163.80
118246 Total:			163.80
<b>511 - Otter Lake Animal Care Center Total:</b>			163.80
<b>523 - Permitworks LLC Line Item Account</b>			
118247	03/13/2023		
Inv	2023-0021		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	2023 Software Support Plan	101-416-4410-000	2,400.00
01/31/2023	2023 Software Support Plan	101-422-4300-000	4,175.00
Inv 2023-0021 Total			6,575.00
118247 Total:			6,575.00
<b>523 - Permitworks LLC Total:</b>			6,575.00
<b>539 - Playpower LT Farmington, Inc. Line Item Account</b>			
118155	02/27/2023		
Inv	1400266301		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/18/2023	Claim #CP248191 Woods Edge Playground Equip Damage	101-432-4361-000	8,048.00
Inv 1400266301 Total			8,048.00
118155 Total:			8,048.00
<b>539 - Playpower LT Farmington, Inc. Total:</b>			8,048.00
<b>546 - Pomp's Tire Service, Inc. Line Item Account</b>			
118156	02/27/2023		
Inv	150167160		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2023	Tires (4) #307	101-431-4221-000	390.80

Check Number	Check Date		Amount
		Inv 150167160 Total	390.80
			<hr/>
		118156 Total:	390.80
118248	03/13/2023		
		Inv 150167435	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		02/17/2023      Mount Snow Tires (2) #224      101-431-4300-000	5,640.16
		Inv 150167435 Total	5,640.16
			<hr/>
		Inv 150167738	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		02/28/2023      Replacement Tire for Trailer #704      101-431-4221-000	114.15
		Inv 150167738 Total	114.15
			<hr/>
		118248 Total:	5,754.31
			<hr/>
		<b>546 - Pump's Tire Service, Inc. Total:</b>	6,145.11
			<hr/>
		<b>551 - Premium Waters, Inc. Line Item Account 101-432-4410-500</b>	
118157	02/27/2023		
		Inv 608417-01-23	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		01/31/2023      Kandiyohi Water      101-432-4410-500	35.74
		Inv 608417-01-23 Total	35.74
			<hr/>
		118157 Total:	35.74
			<hr/>
		<b>551 - Premium Waters, Inc. Total:</b>	35.74
			<hr/>
		<b>552 - Press Publications, Inc. Line Item Account</b>	
118249	03/13/2023		
		Inv 766675	
		<u>Line Item Date</u> <u>Line Item Description</u> <u>Line Item Account</u>	
		02/23/2023      PHN Centennial Middle School Tennis Court & Parking Lot      801-000-2300-000	39.48
		Inv 766675 Total	39.48
			<hr/>
		118249 Total:	39.48
			<hr/>
		<b>552 - Press Publications, Inc. Total:</b>	39.48
			<hr/>
		<b>1770 - Pro-Tec Design Line Item Account</b>	

Check Number	Check Date		Amount
118250	03/13/2023		
Inv	102670		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
09/30/2021	Relocate External Camera Due to Boiler Replacement Project	101-432-4300-503	2,248.03
Inv 102670 Total			2,248.03
Inv	102670CR		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/03/2023	Relocate External Camera Due to Boiler Replacement Project	101-432-4300-503	-481.93
Inv 102670CR Total			-481.93
118250 Total:			1,766.10
<b>1770 - Pro-Tec Design Total:</b>			1,766.10
<b>1092 - Quadient Finance USA, Inc. Line Item Account</b>			
118158	02/27/2023		
Inv	2/12/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/12/2023	Postage Machine Postage	101-432-4322-000	500.00
Inv 2/12/2023 Total			500.00
118158 Total:			500.00
<b>1092 - Quadient Finance USA, Inc. Total:</b>			500.00
<b>1816 - Recreation Supply Co., Inc Line Item Account</b>			
118159	02/27/2023		
Inv	484881		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/08/2022	Aquatic Dumbbells (6)	202-451-4200-805	205.32
Inv 484881 Total			205.32
118159 Total:			205.32
<b>1816 - Recreation Supply Co., Inc Total:</b>			205.32
<b>1337 - Roadkill Animal Control Line Item Account</b>			
118251	03/13/2023		
Inv	February 2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2023	February Animal Pick-up/Disposal	101-430-4410-000	515.00
Inv February 2023 Total			515.00

Check Number	Check Date		Amount
118251	Total:		515.00
<b>1337 - Roadkill Animal Control Total:</b>			515.00
<b>1949 - Rowe, Mike Line Item Account</b>			
118160	02/27/2023		
Inv	2/21/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/21/2023	Mileage Reimbursement	202-451-4330-000	42.97
Inv 2/21/2023	Total		42.97
118160	Total:		42.97
<b>1949 - Rowe, Mike Total:</b>			42.97
<b>587 - Safe-Fast, Inc. Line Item Account</b>			
118161	02/27/2023		
Inv	INV272124		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Uniform Allowance - T. Paulno	601-494-4370-000	11.41
02/10/2023	Uniform Allowance - T. Paulno	602-495-4370-000	11.41
Inv INV272124	Total		22.82
118161	Total:		22.82
118252	03/13/2023		
Inv	INV272389		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/17/2023	Marking Paint for Locates	602-495-4211-000	94.50
02/17/2023	Marking Paint for Locates	601-494-4211-000	94.50
Inv INV272389	Total		189.00
Inv	INV272615		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/24/2023	Uniform Allowance - T. Paulno	601-494-4370-000	22.03
02/24/2023	Uniform Allowance - T. Paulno	602-495-4370-000	22.03
Inv INV272615	Total		44.06
Inv	INV272617		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/24/2023	Gloves	602-495-4211-000	75.42
02/24/2023	Gloves	601-494-4211-000	75.42

Check Number	Check Date		Amount
Inv INV272617	Total		150.84
			<hr/>
118252	Total:		383.90
			<hr/>
<b>587 - Safe-Fast, Inc. Total:</b>			406.72
<b>588 - Safety-Kleen Systems, Inc. Line Item Account</b>			
118162	02/27/2023		
Inv	CN16242348		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/04/2023	Solvent	101-431-4211-000	50.42
Inv CN16242348	Total		50.42
			<hr/>
118162	Total:		50.42
			<hr/>
<b>588 - Safety-Kleen Systems, Inc. Total:</b>			50.42
<b>1981 - Schaaf, Tanya Line Item Account</b>			
118253	03/13/2023		
Inv	2/15/2023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/15/2023	Meal Reimbursement - T. Schaaf	101-420-4214-000	25.00
Inv 2/15/2023	Total		25.00
			<hr/>
118253	Total:		25.00
			<hr/>
<b>1981 - Schaaf, Tanya Total:</b>			25.00
<b>1982 - Schmidt, Kellie Line Item Account 101-450-4331-000</b>			
118254	03/13/2023		
Inv	Q12023		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2023	1st Qtr 2023 Stipend	101-450-4331-000	75.00
Inv Q12023	Total		75.00
			<hr/>
118254	Total:		75.00
			<hr/>
<b>1982 - Schmidt, Kellie Total:</b>			75.00
<b>1746 - SCR Line Item Account</b>			
118163	02/27/2023		
Inv	W84041		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	



Check Number	Check Date		Amount
01/31/2023	Replaced Wall Sensor in Sauna	202-451-4300-000	542.04
Inv W84041 Total			542.04
Inv W84046			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	Adjusted Exhaust Fan CT Range	202-451-4300-000	126.00
Inv W84046 Total			126.00
118163 Total:			668.04
<b>1746 - SCR Total:</b>			668.04
<b>1593 - Shred-it, c/o Stericycle, Inc. Line Item Account</b>			
118164	02/27/2023		
Inv 8003312473			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/03/2023	Document Destruction	101-420-4410-000	65.94
02/03/2023	Document Destruction	101-402-4410-000	32.97
Inv 8003312473 Total			98.91
118164 Total:			98.91
<b>1593 - Shred-it, c/o Stericycle, Inc. Total:</b>			98.91
<b>854 - Spartan Promotional Group, Inc Line Item Account</b>			
118255	03/13/2023		
Inv 608224			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/21/2023	Lanyards (100)	101-420-4200-000	174.71
02/21/2023	Lanyards (100)	101-421-4200-000	174.72
Inv 608224 Total			349.43
118255 Total:			349.43
<b>854 - Spartan Promotional Group, Inc Total:</b>			349.43
<b>1578 - Springbrook Holding Company, LLC Line Item Account</b>			
118165	02/27/2023		
Inv INV-011688			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/08/2023	January Civic Pay Credit Card Fees	602-495-4345-000	352.50
02/08/2023	January Civic Pay Credit Card Fees	101-407-4345-000	2.50
02/08/2023	January Civic Pay Credit Card Fees	601-494-4345-000	352.50

Inv INV-011688 Total	707.50
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118165 Total:	707.50
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<b>1578 - Springbrook Holding Company, LLC Total:</b>	<b>707.50</b>
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**1840 - Standard Insurance Company Line Item Account**

118166            02/27/2023

Inv    March 2023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/14/2023	Life Insurance Premiums	101-402-4133-000	3.75
02/14/2023	Disability Insurance Premiums	101-463-4133-000	4.31
02/14/2023	Disability Insurance Premiums	602-495-4133-000	54.41
02/14/2023	Life Insurance Premiums	101-430-4133-000	6.56
02/14/2023	Disability Insurance Premiums	101-422-4133-000	69.66
02/14/2023	Disability Insurance Premiums	101-430-4133-000	86.66
02/14/2023	Disability Insurance Premiums	101-407-4133-000	44.47
02/14/2023	Disability Insurance Premiums	101-420-4133-000	519.99
02/14/2023	Life Insurance Premiums	101-462-4133-000	0.25
02/14/2023	Disability Insurance Premiums	101-450-4133-000	91.98
02/14/2023	Life Insurance Premiums	101-000-2040-000	1,230.20
02/14/2023	Life Insurance Premiums	101-421-4133-000	2.88
02/14/2023	Life Insurance Premiums	101-000-3730-000	0.06
02/14/2023	Disability Insurance Premiums	101-432-4133-000	3.12
02/14/2023	Life Insurance Premiums	101-420-4133-000	35.87
02/14/2023	Life Insurance Premiums	603-496-4133-000	2.26
02/14/2023	Life Insurance Premiums	101-461-4133-000	0.38
02/14/2023	Life Insurance Premiums	202-451-4133-000	7.94
02/14/2023	Disability Insurance Premiums	101-402-4133-000	56.88
02/14/2023	Disability Insurance Premiums	101-462-4133-000	3.45
02/14/2023	Disability Insurance Premiums	601-494-4133-000	54.45
02/14/2023	Life Insurance Premiums	601-494-4133-000	4.46
02/14/2023	Disability Insurance Premiums	603-496-4133-000	29.16
02/14/2023	Life Insurance Premiums	101-416-4133-000	1.25
02/14/2023	Disability Insurance Premiums	202-451-4133-000	102.25
02/14/2023	Disability Insurance Premiums	101-418-4133-000	25.87
02/14/2023	Life Insurance Premiums	101-463-4133-000	0.31
02/14/2023	Life Insurance Premiums	101-450-4133-000	7.00
02/14/2023	Life Insurance Premiums	101-431-4133-000	3.19
02/14/2023	Life Insurance Premiums	101-432-4133-000	0.19
02/14/2023	Disability Insurance Premiums	101-431-4133-000	42.31
02/14/2023	Life Insurance Premiums	101-418-4133-000	2.11
02/14/2023	Disability Insurance Premiums	101-461-4133-000	5.16
02/14/2023	Disability Insurance Premiums	101-421-4133-000	45.91
02/14/2023	Disability Insurance Premiums	101-416-4133-000	20.30
02/14/2023	Life Insurance Premiums	101-407-4133-000	3.25
02/14/2023	Life Insurance Premiums	602-495-4133-000	4.41
02/14/2023	Life Insurance Premiums	101-422-4133-000	5.63

Inv March 2023 Total	2,582.29
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118166 Total:	2,582.29
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**1840 - Standard Insurance Company Total:** 2,582.29

**634 - Staples Business Credit Line Item Account**

118167            02/27/2023

Inv    1646718421

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/25/2023	Calendar (2), Memo Pads, Pens, Toner, Paper, Staples & Tape	101-420-4200-000	334.92
01/25/2023	Paper	101-421-4200-000	44.49
Inv 1646718421 Total			379.41

118167 Total: 379.41

**634 - Staples Business Credit Total:** 379.41

**645 - Streicher's, Inc. Line Item Account**

118168            02/27/2023

Inv    I1614086

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/30/2023	Patrol Rifles & Ammunition	402-420-4240-420	1,410.00
Inv I1614086 Total			1,410.00

Inv    I1614337

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/31/2023	Conversion Kit & Masks	101-420-4240-000	917.94
Inv I1614337 Total			917.94

118168 Total: 2,327.94

118256            03/13/2023

Inv    I1617765

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/17/2023	Uniform Allowance - N. Hamann	101-420-4370-000	102.98
Inv I1617765 Total			102.98

118256 Total: 102.98

**645 - Streicher's, Inc. Total:** 2,430.92

**655 - TASC - Client Invoices Line Item Account**

118169            02/27/2023

Inv    IN2621142

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
12/31/2022	December Admin Fees	101-402-4410-000	113.90

Check Number	Check Date		Amount
Inv IN2621142	Total		113.90
Inv IN2652472			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
01/29/2023	January Admin Fee & 2023 Renewal Fee	101-402-4410-000	302.60
Inv IN2652472	Total		302.60
118169	Total:		416.50
<b>655 - TASC - Client Invoices Total:</b>			416.50
<b>656 - TDS Metrocom MN Line Item Account</b>			
118170	02/27/2023		
Inv 651-464-1150			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/13/2023	Phone Services	601-494-4321-000	39.66
02/13/2023	Phone Services	101-432-4321-000	199.22
Inv 651-464-1150	Total		238.88
118170	Total:		238.88
<b>656 - TDS Metrocom MN Total:</b>			238.88
<b>658 - Termont, David Line Item Account 101-450-4331-000</b>			
118257	03/13/2023		
Inv Q12023			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
03/13/2023	1st Qtr 2023 Stipend	101-450-4331-000	225.00
Inv Q12023	Total		225.00
118257	Total:		225.00
<b>658 - Termont, David Total:</b>			225.00
<b>665 - TimeSaver Off-Site Secretarial Line Item Account</b>			
118171	02/27/2023		
Inv M27985			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/13/2023	City Council Work Session Meeting 2/6/2023	101-402-4300-000	347.75
Inv M27985	Total		347.75
118171	Total:		347.75

**665 - TimeSaver Off-Site Secretarial Total:** 347.75

**1761 - T-Mobile USA Inc Line Item Account**

118258            03/13/2023

Inv    February 2023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/22/2023	Cell Phone/Wi-Fi Service	602-495-4321-000	122.68
02/22/2023	Cell Phone/Wi-Fi Service	202-451-4321-000	28.95
02/22/2023	Cell Phone/Wi-Fi Service	601-494-4321-000	122.68
02/22/2023	Cell Phone/Wi-Fi Service	101-422-4321-000	179.58
02/22/2023	Cell Phone/Wi-Fi Service	101-461-4321-000	28.95
02/22/2023	Cell Phone/Wi-Fi Service	101-450-4321-000	50.08
02/22/2023	Cell Phone/Wi-Fi Service	101-430-4321-000	92.34

Inv February 2023 Total 625.26

118258 Total: 625.26

**1761 - T-Mobile USA Inc Total:** 625.26

**686 - U.S. Bank Line Item Account**

118259            03/13/2023

Inv    6840391

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/24/2023	2007A Paying Agent Fee	332-470-6030-000	550.00

Inv 6840391 Total 550.00

118259 Total: 550.00

**686 - U.S. Bank Total:** 550.00

**687 - U.S. Bank Visa Line Item Account**

118172            02/27/2023

Inv    2/6/2023

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/06/2023	Amazon/Under Body Vehicle Washer	101-431-4211-000	1,150.00
02/06/2023	Amazon/Medical Scissors, ACE Bandages, Gauze Pads   Tourniquets	101-421-4211-000	96.01
02/06/2023	Anoka County/December 2022 Language Line	101-420-4300-000	21.63
02/06/2023	Amazon/Dell Pen & Phone Charging Cable	602-495-4200-000	29.93
02/06/2023	Sherwin-Williams/Paint & Brushes	202-451-4211-000	56.24
02/06/2023	Home Depot/Wire Cutter & Cleaning Brush	202-451-4240-000	31.94
02/06/2023	BCA/Tuition - C. Boehme	208-420-4330-000	75.00
02/06/2023	Bill's Superette/Non-Oxy Fuel	101-431-4212-000	16.89
02/06/2023	Amazon/Stock LED Flood Lights (8)	101-431-4221-000	78.18
02/06/2023	WhenIWork/Monthly Subscription Fee	202-451-4310-000	360.00
02/06/2023	Chewy/Canine Food	211-420-4211-000	68.30
02/06/2023	BCA/Tuition - M. Reineke	208-420-4330-000	375.00
02/06/2023	UPS/Postage	101-420-4322-000	22.05
02/06/2023	Heartland Customer Solutions/Repair of BWC QJA01879	101-420-4410-000	289.22

Check Number	Check Date	Amount
02/06/2023	Amazon/Returned Pickleball Ball Set	202-451-4200-605 -22.99
02/06/2023	Global Industrial/Snow Shovels (5)	101-450-4211-000 171.39
02/06/2023	Amazon/Disposable Shoe Covers	101-422-4200-000 51.44
02/06/2023	Bill's Superette/Non-Oxy Fuel	101-431-4212-000 18.74
02/06/2023	Caribou Coffee/Coffee for EDAC Meeting	101-415-4200-000 19.27
02/06/2023	U Of M/Tuition - T. Drahota	101-450-4330-000 145.00
02/06/2023	Amazon/Returned Evidence Room Table	101-420-4240-000 -310.12
02/06/2023	Amazon/Desk Organizer	601-494-4200-000 14.78
02/06/2023	Amazon/Pool Toys	202-451-4200-805 62.97
02/06/2023	Amazon/GPS Navigation Dongles	101-420-4240-000 38.00
02/06/2023	Archive Social/2023 Software Subscription	101-420-4410-000 2,388.00
02/06/2023	MAPET/Membership Fee - C. Boehme	101-420-4452-000 35.00
02/06/2023	Amazon/Department Kitchen Supplies	101-420-4240-000 25.96
02/06/2023	Click For Savings LLC/Police Officer Training Books	101-420-4330-000 343.82
02/06/2023	Tousley Sports/2 Stroke Oil & Coolant	101-431-4221-000 72.98
02/06/2023	Amazon/Paper Clip Holders & ID Badge Clips	101-420-4200-000 16.88
02/06/2023	Dolan Consulting/Tuition - C. Boehme & W. Pederson	101-420-4330-000 290.00
02/06/2023	Home Depot/Miscellaneous Hand Tools for Trucks	101-450-4211-000 336.39
02/06/2023	STORM Training Group/Tuition - M. Paulson	101-420-4330-000 733.95
02/06/2023	MNCPA/2023 Membership - H. Lynch	101-407-4452-000 355.00
02/06/2023	MAPET/Membership Fee - T. Schaaf	101-420-4452-000 35.00
02/06/2023	Northwestern University/Tuition - C. Boehme	101-420-4330-000 4,400.00
02/06/2023	Green Paper Products/Compostable Serving Ware	101-462-4200-000 550.12
02/06/2023	IAFC/Membership Dues - J. Swenson	101-421-4452-000 240.00
02/06/2023	Amazon/iPhone Charging Cables	602-495-4200-000 5.50
02/06/2023	Party City/Tablecloths	202-451-4200-609 50.00
02/06/2023	Total Entertainment Productions/DJ for Royal Ball Event	202-451-4410-604 500.00
02/06/2023	Amazon/Dell Pen & Phone Charging Cable	601-494-4200-000 29.94
02/06/2023	Home Depot/Saw Blade, Shaft Bit Holder & Shank Drill Bit Set	101-430-4240-000 41.91
02/06/2023	Home Depot/Shovel, Pliers, Hand Wipes & Socket	602-495-4240-000 74.33
02/06/2023	Amazon/Floating Pool Mattress	202-451-4200-603 35.89
02/06/2023	IACP/Membership Dues - M. Carlson	101-420-4452-000 75.00
02/06/2023	Amazon/Disposable Shoe Covers	101-422-4200-000 25.62
02/06/2023	Amazon/Blood Pressure Monitor	101-420-4240-000 32.95
02/06/2023	Amazon/Tape	202-451-4211-000 5.83
02/06/2023	Home Depot/Epoxy Glue, Eyebolts & Corner Brace	202-451-4211-000 20.87
02/06/2023	Bill's Superette/Propane	101-430-4211-000 18.99
02/06/2023	Amazon/Grip Tape	101-421-4211-000 116.66
02/06/2023	Knox Box/Box Key Secure Cables	101-421-4240-000 110.00
02/06/2023	Lucken Autoglass/Install Windshield #224	101-431-4300-000 300.00
02/06/2023	Home Depot/Returned Steel Studs	202-451-4211-000 -23.96
02/06/2023	Amazon/Webcam (2)	101-422-4200-000 24.99
02/06/2023	Amazon/Evidence Room Height Adjustable Table	101-420-4240-000 395.99
02/06/2023	MPSTMA/Membership - M. Hoffman	101-450-4452-000 75.00
02/06/2023	Amazon/Stock Battery Protectors (2)	101-431-4221-000 249.98
02/06/2023	BCA/Tuition - W. Owens	208-420-4330-000 75.00
02/06/2023	Amazon/Desk Organizer	602-495-4200-000 14.77
02/06/2023	Amazon/Webcam (2)	101-418-4200-000 24.99
02/06/2023	Arlo/Arlo Secure Multi Camera Monthly Fee	202-451-4452-000 9.99
02/06/2023	Home Depot/Materials for Temporary Mailboxes	101-430-4240-000 138.82
02/06/2023	Active911/15 User Licenses for Active Teams	101-421-4410-000 108.45
02/06/2023	Amazon/Impact Drivers (2)	101-431-4240-000 276.98
02/06/2023	Fleet Farm/Hand & Toe Warmers	101-420-4240-000 39.60
02/06/2023	Amazon/Abdominal Pads	101-421-4211-000 13.91
02/06/2023	Amazon/Notebook & Plastic Baskets	202-451-4200-603 29.37
02/06/2023	Amazon/Play Kitchen	202-451-4200-805 147.99
02/06/2023	Amazon/Tape	101-421-4211-000 29.99
02/06/2023	Home Depot/Mailbox	101-430-4211-000 89.97

Check Number	Check Date		Amount
02/06/2023	Webstaurant Store/Coffee	202-451-4200-000	63.87
02/06/2023	IACP/Tuition - M. Carlson	101-420-4330-000	200.00
02/06/2023	Resilite Sports Products/Training Mat	101-420-4240-000	1,458.00
02/06/2023	NeoGov/Job Posting on Indeed - City Clerk	101-402-4340-000	130.00
02/06/2023	Amazon/Evidence Room Filing Cabinet	101-420-4240-000	159.88
02/06/2023	Amazon/Dishwasher Detergent	101-432-4211-000	28.12
02/06/2023	MNLA/Tuition - M. Hoffman & T. Drahota	101-450-4330-000	450.00
02/06/2023	Amazon/Tab Dividers	202-451-4200-603	4.65
02/06/2023	Amazon/Evidence Room Table	101-420-4240-000	310.12
02/06/2023	Heartland Customer Solutions/Repair of BWC QJA01941	101-420-4410-000	747.04
02/06/2023	Amazon/Kitchen Sponges	101-432-4211-000	16.85
02/06/2023	Zoro/Impact Bit Sets (2)	101-431-4240-000	155.68
02/06/2023	Amazon/UTV Gas Can Mount, Shore Plug, Charger & Bolt Cutters	402-421-4240-421	180.18
02/06/2023	Amazon/Garage Door Openers	101-420-4240-000	207.50
02/06/2023	Heartland Customer Solutions/Repair of BWC QJA00017	101-420-4410-000	531.96
02/06/2023	U of M/Tuition - A. Nelson	603-496-4330-000	160.00
02/06/2023	Home Depot/Concrete Anchors	101-432-4211-500	48.82
02/06/2023	Amazon/Sauna Thermometer	202-451-4211-000	27.06
02/06/2023	Amazon/Rise Head Immobilizer Replacement Kit	202-451-4200-000	68.95
02/06/2023	MDA/Tuition - M. Hoffman, T. Urich, T. Drahota & A. Nelson	101-450-4330-000	40.90
02/06/2023	Home Depot/Electrical Connectors	202-451-4211-000	4.91
02/06/2023	Lands End Business/Uniform Allowance - A. Nelson	101-463-4370-000	97.75
02/06/2023	Pier B/Lodging - D. L'Allier	101-421-4330-000	268.84
02/06/2023	Jerrys Custom Tools/Battery Adapter for Graco Paint Sprayer	101-431-4240-000	86.57
02/06/2023	Amazon/Garage Door Openers	101-432-4211-503	194.95
02/06/2023	Amazon/Portable Lock Box for Keys	101-450-4211-000	59.39
02/06/2023	MN Chiefs of Police Association/Permit to Purchase Cards	101-420-4200-000	114.00
02/06/2023	Home Depot/Mailbox	101-430-4211-000	21.87
02/06/2023	Home Depot/Miscellaneous Hand Tools for Trucks	101-450-4211-000	381.49
02/06/2023	NeoGov/Job Posting on ZipRecruiter - City Clerk	101-402-4340-000	119.00
02/06/2023	Amazon/Garage Door Opener	101-432-4211-503	27.85
02/06/2023	Madden's on Gull Lake/Lodging - S. Cotton	101-402-4330-000	386.54
02/06/2023	Best Version Media/Monthly Ad in Lino Living Magazine	202-451-4900-000	238.15
02/06/2023	Amazon/GPS Navigation Dongles	101-420-4240-000	137.70
02/06/2023	Amazon/iPhone Charging Cables	601-494-4200-000	5.49
02/06/2023	Costco/Department Meeting Supplies	101-421-4211-000	47.96
02/06/2023	Costco/Reimbursed Tax	101-420-4211-000	-2.99
02/06/2023	Amazon/Socket Tray Set	101-431-4240-000	36.14
02/06/2023	Galls/Name Plate - J. O'Brien	101-420-4370-000	18.78
02/06/2023	Costco/Department Meeting Supplies	101-420-4211-000	47.96
02/06/2023	Axon/Taser Supplies	101-420-4211-000	3,472.16
02/06/2023	Archive Social/2023 Software Subscription	101-421-4410-000	2,388.00
02/06/2023	4imprint/Prizes for Membership Retention	202-451-4900-000	484.57
02/06/2023	Amazon/Wireless Keyboard & Mouse	101-432-4200-000	34.89
02/06/2023	Shutterstock/Stock Photos Monthly License Fee	204-499-4452-000	29.00
02/06/2023	Green Paper Products/Compostable Cups	202-451-4200-000	106.82
02/06/2023	Amazon/Poly File Jackets	202-451-4200-609	7.92
02/06/2023	Amazon/Batteries	101-432-4200-000	34.69
02/06/2023	Amazon/Storage Cubes	202-451-4200-805	36.05
02/06/2023	Home Depot/Shovel, Pliers, Hand Wipes & Socket	601-494-4240-000	74.32
02/06/2023	STORM Training Group/Tuition - A. Ng	101-420-4330-000	208.95
02/06/2023	League of Minnesota Cities/2023 MCMA Conference - S. Cotton	101-402-4330-000	495.00
02/06/2023	Brake World/Stock Brake Parts for Police Tahoes	101-431-4221-000	1,914.00
02/06/2023	UnderArmour/Uniform Allowance - K. Sinna	101-420-4370-000	84.99
02/06/2023	Amazon/Poly Binder Pocket	202-451-4200-000	8.98
02/06/2023	Home Depot/Steel Studs, Mesh Tape, Sanding Sponge & Tape	202-451-4211-000	84.89
02/06/2023	Holiday/January Car Washes	101-431-4211-000	473.00
02/06/2023	Image Printing & Graphics/UB Statement Paper - 24,000	601-494-4200-000	863.50

Check Number	Check Date		Amount
02/06/2023		Urban Land Institute/Tuition - M. Grochala	70.00
02/06/2023		Amazon/Gauze Pads, Lancets, Ear Syringe, Medical Tape & Bandag	49.95
02/06/2023		Propper/Explorer Pants	90.95
02/06/2023		ICC/Tuition - P. Moonen & J. Boonstra	380.00
02/06/2023		Home Depot/Miscellaneous Maintenance Supplies	86.07
02/06/2023		Amazon/Returned Garage Door Openers	-207.50
02/06/2023		Anoka County/Microphone	103.42
02/06/2023		Walmart/DVD Player & HDMI Cable	68.88
02/06/2023		Image Printing & Graphics/UB Statement Paper - 24,000	863.50
02/06/2023		Kwik Trip/Vehicle Fuel	43.07
02/06/2023		Barron County Waste/Fees to Destroy Evidence	100.00
02/06/2023		Crotega, LLC/Chemical Irritant	649.59
02/06/2023		USPCA/Tuition - K. Wills	150.00
02/06/2023		MN State Colleges/Anoka County Career Fair	150.00
02/06/2023		Amazon/Pickleball Ball Set	18.99
02/06/2023		Dog Waste Depot/Pet Waste Bags & Can Liners	1,097.29
02/06/2023		Chewy/Canine Food	69.34
Inv 2/6/2023 Total			37,714.50
118172 Total:			37,714.50
<b>687 - U.S. Bank Visa Total:</b>			37,714.50
<b>690 - Unique Paving Materials Corporation Line Item Account</b>			
118173	02/27/2023		
Inv	71630		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/02/2023	Cold Mix	101-430-4224-000	904.70
Inv 71630 Total			904.70
118173 Total:			904.70
<b>690 - Unique Paving Materials Corporation Total:</b>			904.70
<b>1104 - Walters Recycling &amp; Refuse Line Item Account</b>			
118174	02/27/2023		
Inv	6745207		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Trash & Recycling	202-451-4384-000	242.86
Inv 6745207 Total			242.86
Inv	6745287		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/10/2023	Organic Recycling	101-462-4410-000	66.04
02/10/2023	Organic Recycling	101-462-4410-000	82.55
02/10/2023	Organic Recycling	101-462-4410-000	69.85
02/10/2023	Trash & Recycling	101-432-4384-503	374.14
02/10/2023	Trash & Recycling	101-432-4384-500	289.27



Check Number	Check Date		Amount
02/10/2023	Trash & Recycling	101-432-4384-501	40.17
02/10/2023	Organic Recycling	101-462-4410-000	104.14
02/10/2023	Trash & Recycling	101-432-4384-502	115.60
Inv 6745287 Total			1,141.76

118174 Total: 1,384.62

**1104 - Walters Recycling & Refuse Total:** 1,384.62

**733 - WSB & Associates, Inc. Line Item Account**

118260 03/13/2023

Inv 0-002988-560-53

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Saddle Club 4th Addition	801-000-2359-102	220.50

Inv 0-002988-560-53 Total 220.50

Inv R-011406-000-34

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Natures Refuge	801-000-2314-102	2,686.75

Inv R-011406-000-34 Total 2,686.75

Inv R-012065-000-39

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 49 & J Lift Station, Sewer and Water Extension	406-499-4304-123	1,341.50

Inv R-012065-000-39 Total 1,341.50

Inv R-012365-000-48

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Lyngblomsten Site Study	801-000-2363-102	1,848.00

Inv R-012365-000-48 Total 1,848.00

Inv R-012443-000-44

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Watermark 1st Addition	801-000-2336-102	757.25

Inv R-012443-000-44 Total 757.25

Inv R-014757-000-38

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Watermark 2nd Addition	801-000-2388-102	787.00

Inv R-014757-000-38 Total 787.00

Inv R-015306-000-38

<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
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Check Number	Check Date		Amount
02/23/2023	January Nadeau Acres	801-000-2338-102	693.00
Inv R-015306-000-38 Total			693.00
Inv R-015628-000-34			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Watermark 3rd Addition	801-000-2355-102	244.50
Inv R-015628-000-34 Total			244.50
Inv R-016587-000-19			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Otter Crossing	801-000-2321-102	220.50
Inv R-016587-000-19 Total			220.50
Inv R-017006-000-28			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 2021 Street Improvement Projects	421-499-4304-137	281.50
Inv R-017006-000-28 Total			281.50
Inv R-017210-000-21			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Market Place Dr Realignment	420-499-4304-141	1,002.00
Inv R-017210-000-21 Total			1,002.00
Inv R-017363-000-25			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Watermark 4th Addition	801-000-2327-102	833.00
Inv R-017363-000-25 Total			833.00
Inv R-017705-000-16			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 2022 East Shadow Lake Drive I&I Project	602-495-4304-146	1,548.00
Inv R-017705-000-16 Total			1,548.00
Inv R-018131-000-17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Nadeau Acres 2nd Addition	801-000-2315-102	220.50
Inv R-018131-000-17 Total			220.50
Inv R-018966-000-17			
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Belland Farms	801-000-2354-102	220.50
Inv R-018966-000-17 Total			220.50

Check Number	Check Date		Amount
Inv	R-019038-000-14		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Associated Eye Care Partners	801-000-2325-102	696.75
Inv R-019038-000-14 Total			696.75
Inv	R-019135-000-16		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 2022 Street Rehabilitation Project	421-499-4304-142	555.25
Inv R-019135-000-16 Total			555.25
Inv	R-019286-000-15		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Woods of Baldwin Lake Final Design	405-499-4300-132	477.50
Inv R-019286-000-15 Total			477.50
Inv	R-019406-000-13		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January MTO Properties - Thrivent Financial	801-000-2303-102	268.50
Inv R-019406-000-13 Total			268.50
Inv	R-019414-000-14		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Water Tower No. 2 Rehabilitation	601-494-5000-000	235.00
Inv R-019414-000-14 Total			235.00
Inv	R-019496-000-14		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Watermark Park	405-499-5000-143	22,006.00
Inv R-019496-000-14 Total			22,006.00
Inv	R-019497-000-13		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Stormwater Management Utility Credits	422-499-4304-000	1,611.00
Inv R-019497-000-13 Total			1,611.00
Inv	R-019565-000-12		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January NorthPointe Gardens Estates	801-000-2361-102	1,161.25
Inv R-019565-000-12 Total			1,161.25
Inv	R-019724-000-11		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 2022 Surface Water Management Project	603-496-4304-000	2,684.75

Check Number	Check Date	Amount
Inv R-019724-000-11 Total		2,684.75
Inv R-020018-000-7		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
02/23/2023	January Amelia Lake Feasibility Study	422-499-4304-000
		6,835.00
Inv R-020018-000-7 Total		6,835.00
Inv R-020640-000-8		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
02/23/2023	January Watermark 5th Addition	801-000-2376-102
		874.00
Inv R-020640-000-8 Total		874.00
Inv R-020894-000-7		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
02/23/2023	January Kwik Trip	801-000-2343-103
		2,844.50
Inv R-020894-000-7 Total		2,844.50
Inv R-020899-000-7		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
02/23/2023	January Belland Farms 2nd Addition	801-000-2307-102
		320.00
Inv R-020899-000-7 Total		320.00
Inv R-020900-000-7		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
02/23/2023	January New Horizon Academy	801-000-2313-103
		501.75
Inv R-020900-000-7 Total		501.75
Inv R-021123-000-6		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
02/23/2023	January 601 Apollo Drive Retail	801-000-2379-102
		244.50
Inv R-021123-000-6 Total		244.50
Inv R-021336-000-5		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
02/23/2023	January Water Treatment Plant	406-499-4304-147
		44,656.50
Inv R-021336-000-5 Total		44,656.50
Inv R-021397-000-5		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>
02/23/2023	January 2022 Gateway Planning	301-499-4300-000
		588.00
Inv R-021397-000-5 Total		588.00

Check Number	Check Date		Amount
Inv	R-021398-000-3		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Acquisition Services - Water Treatment Plant	406-499-4304-147	55.75
Inv R-021398-000-3 Total			55.75
Inv	R-021412-000-5		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Pheasant Run Reconstruction Project	487-499-4304-000	5,023.50
Inv R-021412-000-5 Total			5,023.50
Inv	R-021682-000-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 2023 General Engineering Services	602-495-4304-000	1,144.50
02/23/2023	January 2023 General Engineering Services	101-417-4410-000	4,196.17
02/23/2023	January 2023 General Engineering Services	601-494-4304-000	1,144.50
02/23/2023	January 2023 General Engineering Services	603-496-4304-000	1,144.50
Inv R-021682-000-1 Total			7,629.67
Inv	R-021683-000-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 2023 Miscellaneous Escrow Account	101-417-4300-000	464.00
Inv R-021683-000-1 Total			464.00
Inv	R-021684-000-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 2023 GPS/GIS Miscellaneous Assistance	422-499-4304-000	560.00
Inv R-021684-000-1 Total			560.00
Inv	R-021685-000-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 2023 Private Utility Permits	101-417-4300-000	2,084.50
Inv R-021685-000-1 Total			2,084.50
Inv	R-021745-000-4		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 2023 Street Rehabilitation Project	421-499-4304-149	16,478.50
Inv R-021745-000-4 Total			16,478.50
Inv	R-021759-000-4		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January MCES Meter Vault Belland Farms	406-499-4304-000	752.50
Inv R-021759-000-4 Total			752.50

Check Number	Check Date		Amount
Inv	R-021769-000-3		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Hodgson Road Trail Extension	420-499-4304-151	223.00
Inv R-021769-000-3 Total			223.00
Inv	R-021892-000-3		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 2023 Lake Drive Trunk Water Main Improvements	406-499-4304-150	2,845.50
Inv R-021892-000-3 Total			2,845.50
Inv	R-021977-000-2		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Phelps Road Stockpile	801-000-2300-000	1,468.50
Inv R-021977-000-2 Total			1,468.50
Inv	R-022228-000-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January 2023 Lino Lakes Sanitary Structure Condition Assessment	602-495-4300-000	2,645.75
Inv R-022228-000-1 Total			2,645.75
Inv	R-022290-000-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/23/2023	January Centennial Middle School	801-000-2300-000	220.50
Inv R-022290-000-1 Total			220.50
118260 Total:			139,916.42
<b>733 - WSB &amp; Associates, Inc. Total:</b>			139,916.42
<b>734 - Xcel Energy Line Item Account</b>			
118175	02/27/2023		
Inv	February 2023-1		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/15/2023	Electric	101-430-4385-000	4,829.61
Inv February 2023-1 Total			4,829.61
118175 Total:			4,829.61
118261	03/13/2023		
Inv	February 2023-2		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/15/2023	Electric	202-451-4381-000	6,466.89
02/15/2023	Electric	101-430-4385-000	884.14

Check Number	Check Date		Amount
02/15/2023	Electric	101-420-4381-000	4.34
02/15/2023	Electric	602-495-4381-000	2,306.71
02/15/2023	Electric	101-432-4381-503	5,312.50
02/15/2023	Electric	101-432-4381-501	641.58
02/15/2023	Electric	101-432-4381-000	0.00
02/15/2023	Electric	101-450-4381-000	390.76
02/15/2023	Electric	601-494-4381-000	5,552.75
02/15/2023	Electric	101-432-4381-502	1,282.28
Inv February 2023-2 Total			22,841.95
118261 Total:			22,841.95
<b>734 - Xcel Energy Total:</b>			27,671.56
<b>1239 - YTS Companies LLC Line Item Account</b>			
118262	03/13/2023		
Inv	29552		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/20/2023	Tree Removals	101-463-4410-000	9,350.00
Inv 29552 Total			9,350.00
118262 Total:			9,350.00
<b>1239 - YTS Companies LLC Total:</b>			9,350.00
<b>739 - Zahl Petroleum Maintenance Co. Line Item Account</b>			
118263	03/13/2023		
Inv	0278157-IN		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/28/2023	Inspect Fuel Tank Monitoring System	101-431-4300-000	319.00
Inv 0278157-IN Total			319.00
118263 Total:			319.00
<b>739 - Zahl Petroleum Maintenance Co. Total:</b>			319.00
<b>743 - Ziegler, Inc. Line Item Account</b>			
118264	03/13/2023		
Inv	IN000894694		
<u>Line Item Date</u>	<u>Line Item Description</u>	<u>Line Item Account</u>	
02/25/2023	Replacement Hydraulic Hose #215	101-431-4221-000	391.45
Inv IN000894694 Total			391.45
118264 Total:			391.45

Check Number    Check Date

Amount

743 - Ziegler, Inc. Total:

391.45

Total:

641,909.80





Electronic Funds Transfer  
 MN Statute 471.38 Subd. 3

**Council Meeting March 13, 2023**

Transfer In/(Out)

2/3/2023 H.S.A. Employer Contribution	(6,124.84)
2/13/2023 Transfer from FRB Money Market	400,000.00
2/15/2023 Building Permit Surcharge	(1,025.25)
2/20/2023 Sales & Use Tax	(4,122.00)
2/17/2023 Payroll #04	(193,326.02)
2/17/2023 Payroll #04 Federal Deposit	(53,471.49)
2/17/2023 Payroll #04 PERA	(55,533.47)
2/17/2023 Payroll #04 State	(11,591.76)
2/17/2023 Payroll #04 Child Support	(856.06)
2/17/2023 Payroll #04 H.S.A. Bank Pretax	(2,715.16)
2/17/2023 Payroll #04 TASC Pretax	(1,309.54)
2/17/2023 Payroll #04 Mission Sq 457 Def. Comp #301596	(2,570.00)
2/17/2023 Payroll #04 Missin Sq Roth IRA #706155	(825.00)
2/17/2023 Payroll #04 MSRS HCSP #98946-01	(4,967.25)
2/17/2023 Payroll #04 MSRS Def. Comp #98945-01	(4,055.00)
2/17/2023 Payroll #04 MSRS Roth IRA #98945-01	(834.00)
3/3/2023 Council #03 Payroll	(3,487.69)
3/3/2023 Council #03 Federal Deposit	(202.30)
3/3/2023 Council #03 PERA	(387.16)
3/3/2023 Council #03 State	(44.08)
3/3/2023 Payroll #05	(191,013.50)
3/3/2023 Payroll #05 Federal Deposit	(54,036.20)
3/3/2023 Payroll #05 PERA	(54,687.66)
3/3/2023 Payroll #05 State	(11,749.43)
3/3/2023 Payroll #05 Child Support	(856.06)
3/3/2023 Payroll #05 H.S.A. Bank Pretax	(2,715.16)
3/3/2023 Payroll #05 TASC Pretax	(1,309.54)
3/3/2023 Payroll #05 Mission Sq 457 Def. Comp #301596	(4,222.00)
3/3/2023 Payroll #05 Missin Sq Roth IRA #706155	(825.00)
3/3/2023 Payroll #05 MSRS HCSP #98946-01	(4,956.74)
3/3/2023 Payroll #05 MSRS Def. Comp #98945-01	(5,521.00)
3/3/2023 Payroll #05 MSRS Roth IRA #98945-01	(834.00)
3/15/2023 Building Permit Surcharge	(3,126.52)
3/20/2023 Sales & Use Tax	(7,235.00)

**CITY COUNCIL WORK SESSION**

**DRAFT**

**LINO LAKES CITY COUNCIL  
WORK SESSION  
MINUTES**

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**DATE** : February 6, 2023  
**TIME STARTED** : 6:00 p.m.  
**TIME ENDED** : 9:18 p.m.  
**MEMBERS PRESENT** : Councilmembers Stoesz, Lyden, Ruhland, Cavegn, Mayor Rafferty  
**MEMBERS ABSENT** :

Staff members present: City Administrator Sarah Cotton; Finance Director/ City Clerk Hannah Lynch; Community Development Director Michael Grochala; Human Resources and Communications Manager Meg Sawyer; Environmental Coordinator Andrew Nelson; Director of Public Safety John Swenson; Public Services Director Rick DeGardner

**1. Advisory Board Interview**

*The Advisory Board Interview was cancelled.*

**2. Review Regular Agenda**

**Item 1 — Draft 2023-2027 Financial Plan** — Finance Director/City Clerk Lynch gave a summary of her written staff report noting the City has not had a 5-year financial plan since 2012. The plan is a guiding document for decision-making and will be updated on an annual basis; many surrounding communities have a capital plan similar to this document. She shared about pages 11 and 12 noting key highlights over the next five years include an increased tax levy and tax rate. Ms. Lynch clarified the main contributors to the tax rate increase in the plan is due to 2024-2025 street reconstruction, fire apparatus, and capital equipment replacement. She explained that by accepting the plan the Council isn't agreeing to purchase or fund all components of the plan, it is just a guide to work through. Ms. Lynch walked the City Council through a presentation noting projects and funding for 2024-2027 are not authorized until the annual budget for those years comes before the City Council; however, everything in 2023 was approved on December 12, 2022. The Councilmembers discussed tax base (including commercial and residential growth assumptions), tax rates, tax increment financing (TIF), County/State aid on projects, and potentially watermarking the document so the public understands that it is not a final adopted budget for 2024-2028. Ms. Lynch shared about next steps to accept the plan, solidify it, and roll it forward for 2024-2028.

Councilmember Lyden would like to sit down as a City Council to prioritize and talk about priorities and how they align with the City's five-year plan.

Mayor Rafferty would like to prioritize discussion on the air handling situation at City Hall and the Public Works facility design. Ms. Lynch noted these two items could be discussed at a future work session.

Ms. Cotton explained the City Council will see an updated version of this plan as the City works through the 2024 budget process.

## CITY COUNCIL WORK SESSION

### DRAFT

41 Mayor Rafferty noted they could move forward at one of the next City Council meetings with  
42 accepting the plan. Ms. Cotton explained the City will need to hold a public hearing prior to the  
43 Council considering acceptance of the plan.

44

45 **Item 2 — Organics Enclosure** — Environmental Coordinator Nelson gave a summary of his  
46 written staff report noting the City has 475 households participating in the organics program and  
47 the carts they are currently using need to be expanded by using dumpsters. A grant was received  
48 for an enclosure in 2022 with an extension for construction in the spring of 2023. He shared  
49 about potential locations, setbacks, and concerns from residents, as well as the proposed location  
50 at Sunrise Park.

51

52 Joe Hill, 6933 Sunrise Drive, stated the enclosure should be set away from the soccer and  
53 baseball fields, swing sets, and hockey rink and stated this is not a spot for the organics  
54 enclosure.

55

56 A member of the public (Sunrise Drive) expressed concern about property value, attracting  
57 animals, the smell, traffic, and that it will be an eyesore in the park.

58

59 Mr. Nelson explained it is a small, 4-yard dumpster, would be sealed with weather-stripping, and  
60 serviced weekly. The closest house is over 350 feet away and the City has been working to find a  
61 location that is far enough away from houses yet still accessible so people use it.

62

63 Councilmember Lyden inquired as to where other communities place organics enclosures.  
64 Mr. Nelson shared information showing enclosures at Wargo Nature Center, another  
65 communities Public Works site, and parks.

66

67 Councilmember Ruhland asked if the City has received complaints of smell from the organics.  
68 Mr. Nelson replied in the negative, they have not received complaints and animals such as  
69 raccoons have not been able to get into the enclosures.

70

71 Councilmember Lyden appreciates the public coming to share their thoughts and also wonders if  
72 there is something fundamentally wrong with the City putting garbage in the parks. Maybe it is  
73 something the City wouldn't want to do.

74

75 Mayor Rafferty asked if the City Council feels the program is appropriate and noted it is  
76 disappointing to see garbage cans lined up.

77

78 Jeff Johnson, 6965 Sunrise Drive, asked why the enclosure is proposed near a recreational area  
79 and why the enclosure couldn't be put near City Hall or the maintenance garage.

80

81 Barb Schmitt, 6949 Sunrise Drive, asked why it can't be near a service building.

82

83 Mayor Rafferty asked Mr. Nelson if there are better sites, perhaps one near public works rather  
84 than a park setting near homes. Mr. Nelson replied the City has four sites stationed around the  
85 City and some are more remote. The west side of town has the heaviest growth and the most use  
86 for the organics site and the City found that Sunrise Park fit the ticket. Mayor Rafferty noted if

**CITY COUNCIL WORK SESSION**

**DRAFT**

87 one is already in the car delivering the organics to a site, they could drive it to another area such  
88 as City Hall. If the City has roughly 7,600 homes with only 500 of those utilizing the program,  
89 perhaps there is a better site. Community Development Director Grochala explained that the City  
90 evaluated other locations at City Hall and that it would be front-facing and still need garbage  
91 access which would not work in the parking lot. Regarding the Rookery they did not want to  
92 impact any future expansion at that site. Mr. Grochala said the site at Marshan Park is closer to  
93 existing homes and playgrounds than they would be at Sunrise Park. The City believes fencing it  
94 off and screening is consistent with Code requirements to keep it secluded around the corner of  
95 the building with the playground across the parking lot (a couple hundred feet away).

96  
97 Ms. Schmitt asked if they can include an organics enclosure in the planning of a new public  
98 works facility. Mr. Grochala anticipated that if/when they build a public works facility they  
99 would have an organics enclosure location there.

100  
101 Councilmember Lyden is not for putting these in the parks. He suggested having one location for  
102 people to bring their organics to, such as the oil-dumping site from years past.

103  
104 Councilmember Cavegn inquired as to what the growth, in terms of participation, in the program  
105 has been. Mr. Nelson noted that the City is not currently meeting the SCORE grant tonnage  
106 target for organics, so this is the greatest opportunity for improvement in the City.

107  
108 Councilmember Stoesz asked if there is opportunity for a public/private partnership with a  
109 business in the area who might host the organics enclosure.

110  
111 Councilmember Ruhland agreed and suggested reaching out to some businesses within the City.

112  
113 Lori Houle, 6957 Sunrise Drive, asked why they can't have the organics enclosure at a  
114 composting site. Mr. Nelson explained it is a matter of what materials one can bring to those  
115 compost sites (yard waste), as some cannot process food materials such as dairy, bones, and  
116 meat.

117  
118 Mr. Grochala clarified if City Council does not want this program, the City can scrap the  
119 program and reject the grant. He noted it sounds like Sunrise Park is ruled out. Staff can look at  
120 other options and if they do not have anything in the next couple of weeks they will return the  
121 grant.

122  
123 **Item 3 — No Mow May** — Environmental Coordinator Nelson gave a summary of his written  
124 report and explained by not mowing one's lawn in May it may provide benefit to pollinator  
125 species. If there is support from the City Council, they would direct staff not to enforce the grass  
126 and weed Ordinance for the month of May.

127  
128 Mayor Rafferty asked whether there is an actual benefit to the pollinator species.

129  
130 Mr. Nelson thinks the benefit is less than what was advertised from the group out of the United  
131 Kingdom; however, it would help shift the aesthetic public perception more in favor of natural

## CITY COUNCIL WORK SESSION

### DRAFT

132 landscape methods as there is an education component along with it. He shared that grants are  
133 available for native gardens and tree plantings.

134

135 Councilmember Cavegn noted that many residents in Lino Lakes are fertilizing their lawns and  
136 likely choking out any pollinator species.

137

138 The Environmental Board recommended considering No Mow May back in 2022.

139

140 The consensus of the Council was to not move forward with No May May at this time.

141

142 **Item 4 — Boulevard Tree Policy** — Environmental Coordinator Nelson gave a summary of his  
143 written report and shared that currently every new residential house gets a boulevard tree as part  
144 of the developer agreement. The City maintains and prunes those trees, and if a tree dies the City  
145 will remove the tree and restore the area to turf grass. The City has been replacing those trees as  
146 they die from the forestry budget. He asked whether the City would like to continue requiring  
147 boulevard tree planting.

148

149 The Councilmembers were in favor of the requirement for boulevard trees at the developer's  
150 expense.

151

152 Mr. Nelson asked if the City should continue the practice of replacing boulevard trees that have  
153 been removed at cost of about \$500 per tree at an estimated 60 trees per year; he clarified it  
154 would probably be about 30 trees per year when Emerald Ash Borer is under control.

155

156 The Councilmembers discussed and were in favor of continuing the replacement program.

157

158 Mr. Nelson asked whether a resident should have the choice to opt-out of replacement of the  
159 boulevard tree associated with their property if it is removed.

160

161 Councilmember Cavegn noted if the City requires it to begin with, it is part of the aesthetic of  
162 trees within the City.

163

164 The Councilmembers discussed and were not in favor of allowing residents to opt-out of a  
165 replacement tree.

166

167 Councilmember Lyden stated if someone wanted a more expensive tree they may be able to pay  
168 the difference. Mr. Grochala noted the City is very careful about tree selection in the boulevard  
169 so they do not run into situations like Emerald Ash Borer. They want to be sure the replacement  
170 is a good, hardy tree.

171

172 Councilmember Stoesz asked if someone puts a tree in that isn't the City standard, does the City  
173 make the resident remove the tree? Mr. Nelson noted it is on a case-by-case basis. Mr. Grochala  
174 clarified the City does have the ability to remove the tree and charge the resident for it.

175

176 **Item 5 — Park and Trail Improvement Fund Projects** — Public Services Director DeGardner  
177 gave a summary of his written report based on Park Board discussion with an updated list of

## CITY COUNCIL WORK SESSION

### DRAFT

178 what the Board discussed the previous week. These include playground replacement at the  
179 Brandywood and Birchwood Acres Park, and repurposing the bituminous at City Hall Park for  
180 two pickleball courts and possibly a half basketball court.

181  
182 The Council expressed support of the Park Board's recommendations.

183  
184 Councilmember Lyden asked to explore locations and costs for a dog park. Mr. DeGardner noted  
185 they are typically run by the County, but if the City Council would like to look at it, they can  
186 explore options. The Council would like to explore costs and potential locations.

187  
188 The Councilmembers showed support for the playground replacements and the proposed  
189 improvements at City Hall Park.

190  
191 **Item 6 — Blue Heron Days** — Public Services Director DeGardner asked the City Council  
192 whether they have opinions, ideas, or direction for 2023 Blue Heron Days. Staff would like to  
193 host activities after the parade at the Rookery Activity Center for indoor/outdoor activities and  
194 encourage people to become members and utilize the Rookery.

195  
196 Councilmember Lyden inquired as to what activities have gone well and not gone well in years'  
197 past. Mr. DeGardner noted the touch a truck event and vendor fair have gone well. The bands  
198 have not been well attended.

199  
200 Councilmember Lyden suggested a K-9 demonstration.

201  
202 Councilmember Stoesz spoke about the parade route being lopsided to the right-hand side and  
203 asked about making the route narrower.

204  
205 Mayor Rafferty noted the limited funds make it difficult and asked the Council how much they  
206 want to invest in the event. Mr. DeGardner noted there are residual dollars in the Blue Heron  
207 fund from previous years of about \$15,000 and they did not put dollars in this year's budget. He  
208 agrees with the comment regarding changing the parade route and in the past they have looked at  
209 alternate routes such as starting at the middle school, however the Legion has been against a  
210 change to the route. Mr. DeGardner noted Staff will keep the Council updated on Blue Heron  
211 Days progress and if they have any ideas or suggestions to let him know.

212  
213 **Item 7 — Q4 and Year End Wrap Up 2022 Public Safety Update** — Director of Public Safety  
214 John Swenson gave a summary of his written report and statistics in the City Council packet. He  
215 noted case numbers for 2022 declined slightly with average response time for emergency/non-  
216 emergency was 5 minutes 56 seconds. He shared about a reduction in wait time (stacked calls) of  
217 44 hours in part due to being closer to full staffing than in years past, which is a positive. He  
218 walked the Council through stats on medical calls and ambulance services, fire division calls,  
219 mutual aid given and received, and included a staffing update, and notable Q4 events.

220  
221 **Item 8 — Duty Crew Staffing** — Director of Public Safety John Swenson gave a summary of  
222 his written Staff report noting they have learned over the last 8 months that the part-time  
223 personnel needs more work than the City is giving, therefore those personnel are getting other

## CITY COUNCIL WORK SESSION

### DRAFT

224 jobs and sometimes working with three different fire agencies. Staff is proposing to increase the  
225 pool of part-time firefighters from 8 to 15 which puts more people in the pool to fill shifts.

226

227 Councilmember Ruhland asked if they will have more turnover as a result of more people to fill  
228 shifts and less hours available. Mr. Swenson replied they are trying to find a balance and he  
229 hopes 15 is the right number. He explained more agencies such as Bloomington are starting to  
230 hire full-time Staff. Councilmember Ruhland asked how many full-time employees the City  
231 would need to replace those that are working part-time. Mr. Swenson noted he can do that  
232 analysis and stated in terms of cost it would be significantly more.

233

234 Mayor Rafferty asked the Council about going to 15 part-time firefighters.

235

236 Councilmember Ruhland is good with it as it gives Mr. Swenson the flexibility to try to find the  
237 sweet spot.

238

239 The Councilmembers agreed with the proposal to go to 15 part-time firefighters.

240

241 **Item 9 — Public Services Department Lead Positions** — Public Services Director DeGardner  
242 gave a summary of his written Staff report stating the Public Services Department is seeking City  
243 Council agreement regarding two staffing positions, a Utilities Department Lead Worker and  
244 Fleet Department Lead Worker. He explained the duties of both positions and shared two  
245 workers identified within the department recommended for the positions, Layne Chapman and  
246 Brett Olander.

247

248 Councilmember Cavegn asked who is doing the duties of Utilities Department Lead now. Ms.  
249 Cotton replied the union contract outlines worker pay percentage for lead workers and Mr.  
250 Chapman has been receiving that. She noted they are trying to create a permanent position in  
251 which Mr. Chapman would have more of a permanent assignment to the position which helps  
252 with cross-checking of timecards regarding the lead pay percentage.

253

254 Mr. Swenson noted Mr. Chapman and Mr. Olander are two of the stars in the department and  
255 have proven themselves over the years. If there are any two people that should be elevated to a  
256 lead position, it is these two.

257

258 Ms. Cotton noted these are the people who have stepped up more often than the City has asked  
259 without receiving compensation and it would be nice to compensate them for the work they are  
260 doing every day. The Councilmembers agreed with Ms. Cotton. She noted this would go into  
261 effect at the beginning of the next full pay period.

262

263 **Item 10 — Council Updates on Boards/Commissions, City Council** — Ms. Cotton noted the  
264 Councilmembers each have a ballot in front of them and she would like to place an item on the  
265 agenda for the Council to formally act to appoint the Advisory Board members to their terms.

266

267 The meeting was adjourned at 9:18 p.m.

268

**CITY COUNCIL WORK SESSION**

**DRAFT**

269 These minutes were considered, corrected and approved at the regular Council meeting held on  
270 March 13, 2023.

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272

273

274

275 \_\_\_\_\_  
Hannah Lynch, City Clerk

\_\_\_\_\_

Rob Rafferty, Mayor

276



**CLOSED COUNCIL SESSION**

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**CITY OF LINO LAKES  
MINUTES  
CLOSED COUNCIL SESSION**

**DATE** : February 6, 2023  
**TIME STARTED** : 9:26 p.m.  
**TIME ENDED** : 9:54 p.m.  
**MEMBERS PRESENT** : Council Members Ruhland, Lyden,  
Cavegn, Stoesz and Mayor Rafferty  
**MEMBERS ABSENT** : none

Staff present: Sarah Cotton, City Administrator; Meg Sawyer, Human Resources and Communications Manager

Mayor Rafferty called the meeting to order at 9:26 p.m. in the Community Room at Lino Lakes City Hall. Before the meeting was closed, Mayor Rafferty read a statement on the purpose of the meeting. The meeting was closed as a session of the city council pursuant to the Open Meeting Law for the purpose of discussing labor negotiations.

The meeting was recorded and the recording will be maintained as required in the Office of the City Clerk.

The meeting was adjourned at 9:54 p.m.

These minutes were considered, corrected and approved at the regular Council meeting held on March 13, 2023.

\_\_\_\_\_  
Hannah Lynch, City Clerk

\_\_\_\_\_  
Rob Rafferty, Mayor

**CITY COUNCIL WORK SESSION**

**DRAFT**

**LINO LAKES CITY COUNCIL  
WORK SESSION  
MINUTES**

1  
2  
3  
4  
5 **DATE** : **February 13, 2023**  
6 **TIME STARTED** : **6:00 p.m.**  
7 **TIME ENDED** : **6:28 p.m.**  
8 **MEMBERS PRESENT** : **Councilmember Stoesz, Lyden, Ruhland, Mayor**  
9 **Rafferty**  
10 **MEMBERS ABSENT** : **Councilmember Cavegn**

11 Staff members present: City Administrator Sarah Cotton; Finance Director/City Clerk Hannah  
12 Lynch; Community Development Director Michael Grochala; City Engineer Diane Hankee;  
13 Kelsey Gelhar of WSB & Associates; Human Resources and Communications Manager Meg  
14 Sawyer; Public Services Director Rick DeGardner.

15 **1. Review Regular Agenda of February 13, 2023**

16  
17 Consent Agenda–

18  
19 Item 1D - Consider Resolution No. 23-19, Approving a Solicitor License for Everlight Solar -  
20 Mayor Rafferty asked what happens when a company goes door-to-door with a solicitor license.  
21 City Administrator Cotton replied an application comes in, the City runs a background check on  
22 each representative going door-to-door, the license is good for 6 months with each representative  
23 receiving a license. She noted the City could have active licenses available on the City’s website.  
24

25 Regular Agenda –

26  
27 Item 2A - Public Hearing – 2023-2027 Financial Plan – Finance Director Lynch noted there have  
28 not been any changes to the plan that was reviewed at the previous week’s Work Session. Mayor  
29 Rafferty noted regarding the Resolution, he would ask for a motion to accept rather than approve  
30 as it is a living document.

31  
32 Item 3A - Consider Appointment of Police Officer – Human Resources and Communications  
33 Manager Meg Sawyer spoke about the appointment of Spencer Baldwin to a police officer  
34 position starting on March 6, 2023.  
35

36 Item 5A and Item 5B - Watermark Park Project – City Engineer Hankee shared about the project  
37 including the master plan showing a pond overlook, picnic area, play area, pickleball courts,  
38 parking lot, pergola, and entrance monument sign. The low bid came in from Dimke Excavating  
39 at \$668,000 while the engineer estimate was \$929,000. There is also a construction services  
40 proposal from WSB and Associates from \$93,000.  
41

42 Councilmember Ruhland asked about the differential in the bids. Ms. Hankee noted it varies with  
43 some having more money in the structures and others putting more money in the excavating. She  
44 will follow up that the contracted company has the pergola and dock bid correctly, noting the  
45 specs are very detailed. Ms. Cotton clarified the packet had been updated earlier in the day to

**CITY COUNCIL WORK SESSION**

**DRAFT**

46 reflect that the playground contract would be with PlayPower LT Farmington, Inc. for the  
47 playground equipment.

48

49 Councilmember Lyden asked about inclusive playgrounds and how the City will decide what  
50 will be built and where the dollars come in. Public Services Director DeGardner clarified that the  
51 structure is ADA (Americans with Disabilities Act) compliant and ADA accessible. He shared  
52 that some people in the Watermark development that would like to see a rubberized play surface  
53 which costs approximately \$130,000. He shared about parks within the City noting the  
54 engineered wood fiber throughout the City has been a suitable and low-cost alternative rather  
55 than a rubberized surface. Councilmember Lyden noted some of the equipment has steps versus  
56 ramps. Mr. DeGardner explained this structure has a transfer platform that provides accessibility.

57

58 Mallory Messin, 2036 Diamond Lane, has been working with Mr. DeGardner and with  
59 Northland Recreation noting she shared Councilmember Lyden’s thoughts on accessibility  
60 because there are people in wheelchairs within the community. She asked if the wheelchair lifts  
61 and wood chips are realistic. She has shared ideas with Northland Recreation that would fall  
62 within the budget with partial/mixed surfaces with 20% rubber.

63

64 Councilmember Lyden thinks there is a right way to do it and the City should go that way. Mr.  
65 DeGardner clarified if this is important to the City Council and they want to look at making it a  
66 100% inclusive destination area, they can pull the item off the agenda and start the process again.  
67 Councilmember Lyden noted all of the City’s parks need to move in that direction. Mayor  
68 Rafferty noted the City is doing their best with the funds they have to meet the ADA guidelines  
69 in a professional fashion. After discussion the Council decided to delay Item 5B.

70

71 The meeting was adjourned at 6:28 p.m.

72

73 These minutes were considered, corrected and approved at the regular Council meeting held on  
74 March 13, 2023.

75

76

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78

\_\_\_\_\_  
Hannah Lynch, City Clerk

\_\_\_\_\_  
Rob Rafferty, Mayor

79

**COUNCIL MINUTES**

**DRAFT**

**LINO LAKES CITY COUNCIL  
REGULAR MEETING  
MINUTES**

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- DATE** : February 13, 2023
- TIME STARTED** : 6:30 p.m.
- TIME ENDED** : 7:14 p.m.
- MEMBERS PRESENT** : Councilmember Stoesz, Lyden, Ruhland, Mayor Rafferty
- MEMBERS ABSENT** : Councilmember Cavegn

Staff members present: City Administrator Sarah Cotton; Finance Director/City Clerk Hannah Lynch; Human Resources and Communications Manager Meg Sawyer; Public Services Director Rick DeGardner; Community Development Director Michael Grochala; City Engineer Diane Hankee; Kelsey Gelhar of WSB & Associates.

**PUBLIC COMMENT**

There were no public comments.

**SETTING THE AGENDA**

Councilmember Stoesz moved to remove item 5B from the Agenda. Councilmember Ruhland seconded. Motion carried on a voice vote.

**SPECIAL PRESENTATION**

There was no Special Presentation.

**CONSENT AGENDA**

Councilmember Ruhland moved to approve the Consent Agenda, Items 1A through 1G as presented. Councilmember Stoesz seconded the motion. Motion carried on a voice vote.

**ITEM** **ACTION**

- |   |          |
|---|----------|
| A) Consider Approval of Expenditures for February 13, 2023<br>(Check No. 117990 through 118110) in the Amount of \$794,364.28 | Approved |
| B) Consider Approval of January 23, 2023 Work Session Minutes   | Approved |
| C) Consider Approval of January 23, 2023 Council Meeting Minutes  | Approved |
| D) Consider Resolution No. 23-19, Approving a Solicitor License for<br>Everlight Solar  | Approved |
| E) Consider Approving the Hiring of Part-Time Staff for The Rookery   | Approved |
| F) Consider Approving Exempt Gambling Permit for the Lino Lakes<br>Elementary School PTO Raffle                               | Approved |
| G) Consider Approval of Appointments to Lino Lakes Advisory Board   | Approved |

**FINANCE DEPARTMENT REPORT**

- A) Public Hearing – 2023-2027 Financial Plan - Finance Director Lynch**
  - i. Consider Resolution No. 23-18, Accepting the 2023-2027 Financial Plan**

**COUNCIL MINUTES**

**DRAFT**

47 Finance Director Lynch gave a summary of her written report noting the City Council reviewed the  
48 plan at their last work session and no changes have been made since that time. Staff recommends  
49 holding a public hearing and considering Resolution No. 23-18.

50  
51 Mayor Rafferty opened the public hearing at 6:35 p.m. There being no one present wishing to speak,  
52 the public hearing was closed.

53  
54 Councilmember Lyden moved to accept Resolution No. 23-18 as presented. Councilmember Ruhland  
55 seconded the motion. Motion carried on a voice vote.

56  
57 **ADMINISTRATION DEPARTMENT REPORT**

58 **A) Consider Appointment of Police Officer, Meg Sawyer** – Human Resources and  
59 Communications Manager Sawyer gave a summary of her written report noting the Council should  
60 consider appointment of Spencer Baldwin to a vacant police officer position. She gave history and  
61 background of Mr. Baldwin noting he would start the position on March 6, 2023.

62  
63 Councilmember Ruhland moved to approve the appointment of Spencer Baldwin as recommended.  
64 Councilmember Lyden seconded the motion. Motion carried on a voice vote.

65  
66 **PUBLIC SAFETY DEPARTMENT REPORT**

67 There was no report from the Public Safety Department.

68  
69 **PUBLIC SERVICES DEPARTMENT REPORT**

- 70 **A) Watermark Park Project, Rick DeGardner**  
71 **i. Consider Approval of Resolution No. 23-15, Accepting Bids, Awarding a Construction**  
72 **Contract**  
73  
74 **ii. Consider Approval of Resolution No. 23-16, Approving Construction Services Contract**  
75 **with WSB & Associates**

76  
77 Public Services Director DeGardner gave a summary of his written report noting in September 2022  
78 the Council approved the specifications and authorized advertiement for bids, of which 8 were  
79 received. The low bid came in by Dimke Excavating and is being recommended for award with  
80 funding through the dedicated parks fund. Mr. DeGardner noted WSB and Associates has submitted a  
81 proposal to complete the construction services and shared about costs. Staff recommends adoption of  
82 Resolutions No. 23-15 and No. 23-16.

83  
84 Councilmember Stoesz moved to approve Resolutions No. 23-15 and No. 23-16 as presented.  
85 Councilmember Lyden seconded the motion. Motion carried on a voice vote.

86  
87 **B) Consider Approval of Resolution No. 23-17, Approving Contract with Northland Recreation**  
88 **Inc. for Watermark Park Playground Equipment, Rick DeGardner**

89  
90 *This item was removed from the Agenda.*

91  
92 **COMMUNITY DEVELOPMENT REPORT**

- 93 **A) Phelps Road Stockpile, Kelsey Gelhar**  
94 **i. Consider Resolution No. 23-10, Approving Interim Use Permit for Earth Moving and**  
95 **Stockpiling**

## COUNCIL MINUTES

### DRAFT

96 **ii. Consider Resolution No. 23-11, Approving Site Performance Agreement**

97  
98 Kelsey Gelhar of WSB and Associates gave a presentation on screen regarding the Phelps Road  
99 location. The Applicant's proposal is to stockpile suitable fill material and altogether the stockpiles  
100 would be 4.81 acres in area, 14-15 feet high, with about 71,000 cubic yards of material. She showed  
101 plans on screen noting the Planning and Zoning Board held a public hearing, there were no public  
102 comments, and the Board recommended approval with a 5-0 vote.

103  
104 Councilmember Ruhland asked if there were comments from the Environmental Board. Ms. Gelhar  
105 replied Environmental Coordinator Nelson reviewed it and had comments about seed type and erosion  
106 control, and construction access.

107  
108 Councilmember Stoesz asked about drainage on the property and whether it would drain towards main  
109 street. Ms. Gelhar noted the drainage moves south and the Applicant is not changing where it is  
110 going, but rather starting at a higher point.

111  
112 Mark Smith, 2120 Otter Lake Drive, noted there are no immediate plans for development, however  
113 there is a concept of two office/warehouse buildings and another tenant looking to expand. He noted  
114 they are getting ready for when someone has a need.

115  
116 Councilmember Stoesz moved to approve Resolutions No. 23-10 and No. 23-11 as presented.  
117 Councilmember Ruhland seconded the motion. Motion carried on a voice vote.

118  
119 **B) 2023 Street Rehabilitation Project, Diane Hankee**

120 **i. Consider Approval of Resolution No. 23-12, Accepting Bids, Awarding a**  
121 **Construction Contract**

122  
123 **ii. Consider Approval of Resolution No. 23-13, Approving Construction Services**  
124 **Contract with WSB & Associates**

125  
126 City Engineer Hankee gave a summary of her written report noting the City Council authorized bids  
127 for the 2023 project in December. She spoke about the proposed streets in the Black Duck  
128 neighborhood and showed maps on screen. The low bid came in from Bituminous Roadways and is  
129 within budget with a proposed completion date of October 31, 2023. A construction services proposal  
130 from WSB and Associates is also included in consideration tonight.

131  
132 Councilmember Lyden asked about communication on the project. Ms. Hankee replied the City has  
133 sent mailings to those affected, the project is also on the City website, and she noted they will work  
134 with school buses after school has started regarding the road project. She shared funding sources for  
135 the project coming from the pavement management fund and the water operating fund.

136  
137 Councilmember Stoesz moved to approve Resolution No. 23-12 and No. 23-13 as presented.  
138 Councilmember Lyden seconded the motion. Motion carried on a voice vote.

139  
140 **C) Consider Approval of Resolution No. 23-14, Order Project, Approve the Plans and**  
141 **Specifications and Authorize the Ad for Bid, Pheasant Run Reconstruction Project, Diane**  
142 **Hankee**

143

## COUNCIL MINUTES

### DRAFT

144 City Engineer Hankee gave a summary of her written report noting in October the City Council  
145 approved a revision to the street reconstruction plan to add the Pheasant Run cul-de-sac which is in  
146 very poor condition. The City is proposing to replace or rehabilitate the sanitary sewer line, upsize the  
147 watermain, improve the roadway street section, add new curb and gutter, and upgrade the existing  
148 pond to current standards.

149  
150 Councilmember Stoesz asked about upsizing the watermain from 6 to 12 inch diameter. Ms. Hankee  
151 replied it is partially due to the overall water system modeling and needs, as well as connection  
152 between wells and future water treatment.

153  
154 Councilmember Lyden moved to approve Resolution No. 23-14 as presented. Councilmember  
155 Ruhland seconded the motion. Motion carried on a voice vote.

156

### UNFINISHED BUSINESS

157 There was no Unfinished Business.

158

### NEW BUSINESS

159 There was no New Business.

160

### COMMUNITY EVENTS

161 There were no events announced.

162

### COMMUNITY CALENDAR

163

<i>Community Calendar – A Look Ahead</i> <b>February 13, 2023 through February 27, 2023</b>		
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164	✚ Monday, February 20	CITY HALL CLOSED	President's Day Holiday
165	✚ Wednesday, February 22	6:30 pm, Council Chambers	Environmental Board
166	✚ Monday, February 27	6:00 pm, Community Room	Council Work Session
167	✚ Monday, February 27	6:30 pm, Council Chambers	City Council Meeting

168

### ADJOURN

169

170 There being no further business, Councilmember Ruhland moved to adjourn at 7:14 p.m.  
171 Councilmember Stoesz seconded the motion. Motion carried on a voice vote.

172

173 These minutes were considered and approved at the regular Council Meeting on March 13, 2023.

174

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177 \_\_\_\_\_  
178 Hannah Lynch, City Clerk

179 \_\_\_\_\_  
180 Rob Rafferty, Mayor

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**CITY COUNCIL  
AGENDA ITEM 1F**

STAFF ORIGINATOR: Sarah Cotton, City Administrator

MEETING DATE: March 13, 2023

TOPIC: Consider Approval of Application for Aquinas Roman Catholic Home Education Services (ARCHES) to Conduct Excluded Bingo Event

VOTE REQUIRED: 3/5

**INTRODUCTION**

The City has received an application from the Aquinas Roman Catholic Home Education Services (ARCHES) organization to conduct an excluded bingo event at St. Joseph's Catholic Church, 171 Elm Street, Lino Lakes on Saturday, March 25, 2023.

**BACKGROUND**

Under Minnesota Statutes, Section 349.166, excluded bingo may be conducted by an organization that conducts bingo on four or fewer days in a calendar year, or in connection with a county fair, the state fair, or a civic celebration if it is not conducted for more than 12 consecutive days. The Aquinas Roman Catholic Home Education Services organization meets this requirement. The organization also meets the requirements of the Lino Lakes City Code since the physical site where the organization regularly conducts its activities is located within the city (St. Joseph's Church).

There is a current background investigation on file for ARCHES President, James Kostick, as well as an application and certificate of non-profit status from the Internal Revenue Service.

**RECOMMENDATION**

Approve the application for Aquinas Roman Catholic Home Education Services (ARCHES) to conduct an excluded bingo event on Saturday, March 25, 2023.



**CITY COUNCIL  
AGENDA ITEM 1G**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: March 13, 2023

TOPIC: Approve the Hiring of Part-Time Staff for The Rookery

VOTE REQUIRED: 3/5

**INTRODUCTION**

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

**BACKGROUND**

Staff is seeking approval to hire part-time personnel to work at The Rookery.

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

**RECOMMENDATION**

Staff recommends the Council approve the hiring of the part-time personnel listed below:

<b>First Name</b>	<b>Last Name</b>	<b>Title</b>
Brooke	Halverson	Lifeguard
Cole	Nelson	Lifeguard
Kyleigh	Winkler	Child Watch Attendant
William	Coe	Swim Instructor
Nathan	Michael	Lifeguard
Isaac	Lofstad	Recreation Attendant
Annika	Hubble	Swim Instructor

Start dates vary based on position and training schedule.

Please approve the above personnel for the part-time positions at The Rookery Activity Center.

**CITY COUNCIL  
AGENDA ITEM 3A**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: March 13, 2023

TOPIC: Consider Appointment of Part-Time Firefighter

VOTE REQUIRED: 3/5

**INTRODUCTION**

The City Council is being asked to approve the appointment of Joshua Buganski to the Part-Time Firefighter position in the Public Safety Department.

**BACKGROUND**

Staff has completed the recruitment process, provided a conditional offer, and is recommending the approval of Joshua Buganski for the part-time position.

Buganski has completed Firefighter 1 & 2 as well as Hazardous Materials training and certification.

The starting wage for Buganski will be \$18.66 per hour which is the current starting rate for part-time firefighters.

With the Council's approval, Buganski would start in the position on April 3, 2023.

**RECOMMENDATION**

Please approve the appointment of Joshua Buganski to the Part-Time Firefighter position.

**CITY COUNCIL  
AGENDA ITEM 3B**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: March 13, 2023

TOPIC: Consider Appointment of Paid On-Call Firefighter

VOTE REQUIRED: 3/5

**INTRODUCTION**

The Council is being asked to approve the appointment of Ashley Rodvik for a Paid On-Call Firefighter position in the Public Safety Department.

**BACKGROUND**

Staff has completed the recruitment process, provided a conditional offer, and is recommending the approval of Ashley Rodvik for a Paid On-Call Firefighter position.

Currently, the City has 9 firefighters at Fire Station 1 and 10 firefighters at Fire Station 2. Full staffed would be 20 firefighters at each station.

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

With the Council's approval, Rodvik would start in the position on March 20, 2023.

**RECOMMENDATION**

Please approve the appointment of Ashley Rodvik to the Paid On-Call Firefighter position.

**CITY COUNCIL  
AGENDA ITEM 3C**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: March 13, 2023

TOPIC: Consider Appointment of Custodial Worker

VOTE REQUIRED: 3/5

**INTRODUCTION**

The City Council is being asked to approve the appointment of Ryan McConville to the newly created part-time Custodial Worker position within the Public Services department.

**BACKGROUND**

Staff has completed the recruitment process, provided a conditional offer, and is recommending the approval of Ryan McConville for the part-time position.

McConville has over 10 years of building custodial experience including working for the Centennial School District.

The hourly rate of pay would be \$23.00, which is the top of the pay range for the part-time custodial worker.

With Council's approval, McConville would start in the position on March 14, 2023.

**RECOMMENDATION**

Please approve the appointment of Ryan McConville to the part-time Custodial Worker position.

**CITY COUNCIL  
AGENDA ITEM 3D**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: March 13, 2023

TOPIC: Consider Appointment of City Clerk

VOTE REQUIRED: 3/5

**INTRODUCTION**

The City Council is being asked to approve the appointment of Jolleen Chaika to the City Clerk position within the Administration department.

**BACKGROUND**

Staff has completed the recruitment process, provided a conditional offer, and is recommending the approval of Jolleen Chaika for the position.

Chaika has over 15 years of relevant experience and currently works at the Washington County Attorney's Office as the Victims Coordinator. Prior to that she spent three years as the Deputy City Clerk at the City of Forest Lake. Chaika graduated from Inver Hills Community College with a Paralegal Associates Degree.

The hourly rate of pay would be \$39.77, which is step 3 of the current 6 step non-union wage schedule.

With Council's approval, Chaika would start in the position on April 3, 2023.

**RECOMMENDATION**

Please approve the appointment of Jolleen Chaika to the City Clerk position.

**CITY COUNCIL  
AGENDA ITEM 4A**

STAFF ORIGINATOR: John Swenson, Public Safety Director

MEETING DATE: March 13, 2023

TOPIC: Donation of Seized Property

VOTE REQUIRED: 3/5

**INTRODUCTION**

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

**BACKGROUND**

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

<b>Serial</b>	<b>Make</b>	<b>Model</b>	<b>Description</b>
69229355	MAGNA	MOUNTIAN BIKE	RED AND SILVER BIKE
R5714D	MONGOOSE	MALUS	TAN
AH203098363	HUFFY	HIGHLAND	BLUE
900506783	RALEIGH	SC40	GREY
UNABLE TO READ	ENOHANT	UNSURE	BLUE / ORAGE
AH20M170367	SHIMANE	72952	BLUE
SNHTJ14G80198	HUFFY	CHILD	WHITE
SNGTJ17A008686	HUFFY	SEASTAR	WHITE

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

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

**RECOMMENDATION**

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

**ATTACHMENTS**

None

**CITY COUNCIL  
AGENDA ITEM 6A**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: March 13, 2023

TOPIC: Consider 1<sup>st</sup> Reading of Ordinance No. 01-23 City Code Chapter 1010: Signs

**INTRODUCTION**

City Code Chapter 1010: Signs regulates signs. In 2014, the City amended the sign ordinance. Staff is proposing another amendment to the ordinance to reflect changes that have transpired from a federal court case. Kristin Nierengarten, attorney with Rupp, Anderson, Squires, Waldspurgen, & Mace, presented the sign ordinance amendment to Council at the March 6, 2023 Work Session.

**BACKGROUND**

The main purpose of the revisions to the City’s sign ordinance is to bring the ordinance in line with the U.S. Supreme Court decision in *Reed v. Town of Gilbert*, which determined that content-based regulation of signs are generally impermissible and could violate the First Amendment. In short, the court said that government can’t regulate signs based on the communicative intent or message of those signs. The courts have signaled, however, that concerns for safety can justify content-based sign regulations and that distinctions can be drawn for on-premise versus off-premise signs and commercial versus non-commercial signs. The sign ordinance revisions reflect this evolution in case law.

A secondary goal of revising the sign ordinance is to increase its clarity and readability to ease administration and enforcement. This includes cutting down on unused definitions, standardizing language, and addressing potential conflicts or unnecessary language.

For the most part, the revisions are geared toward maintaining the City’s original intent in its sign regulation, while eliminating disallowed content-based regulations.

**Planning & Zoning Board**

The Planning & Zoning Board held a public hearing on February 8, 2023. Public comments included the request to increase the size of dynamic display signs from 20sf to 50sf. Staff recommended an increase to 32sf. The Board recommended approval of the sign ordinance with the condition that obscene signs be addressed and that staff research dynamic signs and bring back information to the Board at a later date. Obscene sign language has been added to the revised sign ordinance under Section 1010.005 Prohibited Signs.

## **Work Session**

On February 28, 2023, Paul Selbitschka, owner of Precision Tune Auto Care, contacted staff and asked about increasing the dynamic sign size to 32sf. At the March 6, 2023 Work Session, Council agreed to increase the size to 32sf with an 8 second hold. This change is reflected in the revised ordinance.

## **RECOMMENDATION**

Staff recommends approval of the proposed sign ordinance amendment.

## **ATTACHMENTS**

1. Ordinance No. 01-23 City Code Chapter 1010: Signs



1 <sup>st</sup> Reading:	Publication:
2 <sup>nd</sup> Reading:	Effective:

**CITY OF LINO LAKES  
ORDINANCE NO. 01-23**

**ORDINANCE AMENDING CITY CODE CHAPTER 1010: SIGNS**

The City Council of Lino Lakes ordains:

**Section 1. Findings.** The City Council finds that the amended sign ordinance protects the public health, safety, comfort, convenience, and general welfare of the residents of the community.

**Section 2. Amendment.** The Lino Lakes City Code Chapter 1010: Signs is hereby repealed in its entirety and replaced with the following attached exhibit:

Exhibit A: Chapter 1010: Signs

**Section 3. Effective Date.** This Ordinance shall be effective from and after its passage and publication according to the Lino Lakes City Charter.

Adopted by the Lino Lakes City Council this 27<sup>th</sup> day of March, 2023.

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

The following voted against same:

\_\_\_\_\_  
Rob Rafferty, Mayor

ATTEST:

\_\_\_\_\_  
Hannah Lynch, City Clerk

**Exhibit A:**  
**Chapter 1010: Signs**

## CHAPTER 1010: SIGNS

### Section

1010.001	Purpose, intent and findings
1010.002	Definitions
1010.003	Administration and enforcement
1010.004	Non-conforming Signs
1010.005	Prohibited Signs
1010.006	General regulations applicable to all zoning districts
1010.007	Temporary Signs
1010.008	Zoning district regulations
1010.009	Substitution Clause
1010.010	Severability

### § 1010.001 PURPOSE, INTENT AND FINDINGS.

(1) *Purpose and intent.* It is not the purpose or intent of this sign chapter to regulate the message displayed on any sign; nor is it the purpose or intent to regulate any building design or any display not defined as a sign, or any sign with a message that cannot reasonably be viewed from off the property on which the sign is displayed. Rather, the sign chapter is intended to establish a comprehensive and balanced system of sign control that accommodates the need for a well-maintained, safe and attractive community, and the need for effective communications. It is the intent of this chapter to promote the health, safety, general welfare, aesthetics, and image of the community by regulating signs that are intended to communicate to the public and to use signs that meet the city's goals by authorizing:

- (a) Permanent signs that establish a high standard of aesthetics;
- (b) Signs that are compatible with their surroundings;
- (c) Signs that are designed, constructed, installed and maintained in a manner that does not adversely impact public safety or unduly distract motorists;
- (d) Signs that are large enough to convey the intended message and to help citizens find their way to intended destinations;
- (e) Signs that are proportioned to the scale of, and are architecturally compatible with, principal structures;
- (f) Permanent signs that give preference to the on-premise owner or occupant; and
- (g) Temporary commercial speech signs and off-premise signs that provide an opportunity for special events while restricting signs that create continuous visual clutter and hazards at public right-of-way intersections.

(2) *Findings.* The City of Lino Lakes finds it is necessary for the promotion and preservation of the public health, safety, welfare and aesthetics of the community that the construction, location, size, and maintenance of signs be controlled. Further, the city finds:

- (a) Permanent and temporary signs have a direct impact on and relationship to the image of the community;
- (b) The manner of installation, location, and maintenance of signs affects the public health, safety, welfare, and aesthetics of the community;
- (c) An opportunity for viable identification of community businesses and institutions must be established;
- (d) The safety of motorists, cyclists, pedestrians, and other users of public streets and property is affected by the number, size, location, and appearance of signs that unduly divert the attention of drivers;
- (e) Installation of signs suspended from, projecting over or placed on the tops of buildings, walks, or other structures may constitute a hazard during periods of high winds and an obstacle to effective firefighting and other emergency services;
- (f) Uncontrolled and unlimited signs adversely impact the image and aesthetic attractiveness of the community and thereby undermine economic value and growth;
- (g) Uncontrolled and unlimited signs, particularly temporary signs which are commonly located within or adjacent to public right-of-way or are located at driveway/street intersections, result in roadside clutter and obstruction of views of oncoming traffic. This creates a hazard to drivers and pedestrians and also adversely impacts a logical flow of information;
- (h) Commercial speech signs are generally incompatible with residential uses and should be strictly limited in residential zoning districts;
- (i) The right to express noncommercial opinions in any zoning district must be protected, subject to reasonable restrictions on size, height, location, and number; and
- (j) Light pollution creates negative impacts on the community, particularly in residential, and rural areas.

**§ 1010.002 DEFINITIONS.**

The following words and terms, when used in this sign chapter, shall have the following meanings, unless the context clearly indicates otherwise.

***BANNER.*** A temporary sign made of cloth, flexible plastic or other fabric, except that flags shall not be considered ***BANNERS***.

***COMMERCIAL SPEECH.*** Speech advertising a business, profession, commodity, service, or entertainment.

***DIRECTIONAL SIGNS.*** A sign providing noncommercial directional information about the use or uses on the property where the sign is located.

***DYNAMIC DISPLAY.*** Any characteristics of a sign that appear to have movement or that appear to change, however frequently, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself or any other component of the sign. This includes, but is not limited to, a sign display that incorporates a technology or method allowing the image on the sign face to change without having to physically or mechanically replace the sign face or its components. This also includes, but is not limited to, any rotating, revolving, moving, flashing, blinking or animated display, and any display that incorporates rotating

panels, LED lights manipulated through digital input, “digital ink,” or any other method or technology that allows the sign face to present a series of images or displays. This does not include digital signs with fixed content that changes less than once per hour, provided that none of the content displayed appears to have movement or to otherwise change during the minimum one-hour display period.

**FLAG.** Any cloth, flexible plastic, or fabric containing distinctive colors, patterns, or symbols that is attached along one side to one pole or attached to a rope on one pole that allows for raising and lowering the flag.

**FAÇADE.** That portion of any exterior elevation on a building extending from grade to top of the parapet, wall, or eaves and the entire width of the building elevation.

**FLASHING SIGN.** An illuminated sign on which the illumination is not kept constant in intensity or color at all times when the sign is in use.

**GROUND SIGN.** Any freestanding sign supported by or upon standards, poles, beams, or other supports or foundation directly affixed to the ground.

**IDENTIFICATION OR NAMEPLATE SIGN.** A sign that bears the name or address or both of the business or the occupant of the building on which it is located.

**ILLUMINATED SIGN.** A sign that has an artificial light source directed upon it or that has an interior light source.

**MARQUEE AND CANOPY SIGNS.** Any message or identification that is permanently affixed to a projection or extension of a building or structure, erected in a manner as to provide shelter or cover over the approach to any entrance of a store, building, or place of public assembly.

**NONCOMMERCIAL SPEECH.** Dissemination of messages not classified as commercial speech, which include, but are not limited to, messages concerning political, religious, social, ideological, public service, and informational topics.

**OFF-PREMISE SIGN.** A sign that directs attention to a business, profession, commodity, service, or entertainment not exclusively related to the premises where a sign is located or to which it is affixed.

**ON-PREMISE SIGN.** A sign that directs attention to a business or profession or to a commodity, service, or entertainment sold or offered upon the premises where such a sign is located.

**PENNANT.** Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind. Sometimes called **STRINGER**.

**PORTABLE SIGN.** A temporary sign that is designed or intended to be moved or transported that is parked or placed for the primary purpose of displaying the sign to a public right-of-way. Examples of portable signs include:

- Signs on trailers or on wheels, with or without text and/or graphics;
- Commercial signs mounted on a vehicle when the vehicle is parked and visible from a public right-of-way, except signs that are one (1) square foot in area or less.

**PROJECTING SIGN.** A permanent sign affixed to an exterior wall or roof of a building and that is perpendicular to the building wall.

**PYLON SIGN.** A permanent, free-standing ground sign erected upon a post or posts.

**SANDWICH BOARD.** A temporary on-premise sign constructed to form an “A” or a tent-like shape, placed in front of a business.

**SIGN.** Any writing, pictorial presentation, number, illustration or decoration, or other communication device, whether painted, posted, printed, affixed, or constructed, including associated brackets, braces, supports, wires, and structures, that is used to announce, direct attention to, identify, inform, communicate, or otherwise make anything known and that is visible from off the property on which the sign is located.

**SIGN AREA.** The entire area of a temporary or permanent sign within a single continuous perimeter enclosing the extreme limits of the actual sign surface, but excluding any structural or supporting elements such as uprights, aprons, poles, beams, or standards. For double-faced signs, the sign area shall be computed on the basis of one (1) face of the sign.

**SIGN HEIGHT.** Height shall be measured from grade to the uppermost points or level of sign structure.

**TEMPORARY SIGNS.** A sign which is designed or intended to be displayed for a short period of time and is not permanently installed. This includes items such as banners, beacons, sandwich signs, balloons, or other air or gas filled figures.

**WALL SIGN.** A permanent sign attached to or erected against the wall of a building or structure with the exposed face to the sign in a plane approximately parallel to the face of the wall and extending not more than 15 inches from the building wall face.

### **§ 1010.003 ADMINISTRATION AND ENFORCEMENT.**

(1) *Permit required.* No temporary or permanent sign shall be erected, altered, reconstructed, or moved in the city without first securing a permit from the city, unless this chapter specifically states otherwise. The permit holder shall be responsible for all of the requirements of this chapter, including the liability for expense of removal and maintenance incurred by the city.

(2) Sign permit fees shall be as specified in the city fee schedule. Double permit fees shall be assessed if the permit is pulled after the sign is placed.

(3) *Repairs.*

(a) All signs shall be maintained in good condition and the areas around them kept free from debris, bushes, high weeds, and from anything else that would be an eyesore or nuisance. All signs must be maintained to prevent the sign from becoming unkempt in appearance. When any ground sign is removed, the entire surrounding area shall be cleared of all debris and unsightly projections and protrusions.

(b) Any sign located in the city that may now be or hereafter becomes out of order, rotten, or unsafe and every sign that shall hereafter be erected, altered, resurfaced, reconstructed, or moved contrary to the provisions of this sign chapter, shall be removed or otherwise properly secured in accordance with the terms of this sign chapter by the owners of the sign or by the owners of the property on which the sign is located, upon receipt of notice from the city to do so. No rotten or other unsafe sign shall be repaired or rebuilt except in accordance with the provisions of this sign chapter and upon proper permit issued by the issuing authority.

(4) *Removal.* In the event of the failure of the owner or person or entity having control of any sign or the owner of the property on which the sign is located to remove or repair the sign within 60 days after the use is terminated, a notice shall be given and the sign may be removed by the city at the expense of the owner or manager of the sign or the owner of the property upon which the sign stands.

(5) *Violations.* Any violation of this chapter shall constitute a misdemeanor. Each day of the violation shall constitute a separate offense.

#### **§ 1010.004 NON-CONFORMING SIGNS**

(1) Nonconforming signs. The city recognizes that signs exist within the zoning districts that were lawful before this sign chapter was enacted, which would be prohibited, regulated or restricted under the terms of this chapter or future amendments. It is the intention of this sign chapter that nonconforming signs shall be allowed to continue to exist, but they shall not be enlarged upon, expanded or extended, nor be used as the grounds for adding other signs or uses prohibited elsewhere in the same district. It is further the intent of this sign chapter to permit legal nonconforming signs existing on the effective date of this sign chapter, or amendments thereto, to continue as legal nonconforming signs provided the signs are safe, are maintained so as not to be unsightly, and have not been abandoned or removed subject to the following provisions:

(a) No sign shall be enlarged or altered in a way that increases its nonconformity;

(b) Should the sign or sign structure be destroyed by any means to an extent greater than 50 percent of its replacement cost and no building permit has been applied for within 180 days of when the property was damaged, it shall not be reconstructed except in conformity with the provisions of this chapter;

(c) Should the sign or sign structure be moved for any reason for any distance whatsoever, it shall thereafter conform to the regulations for the zoning district in which it is located after it is moved;

(d) No existing sign devoted to a use not permitted by the zoning code in the zoning district in which it is located shall be enlarged, extended, or moved except in changing the sign to a sign permitted in the zoning district in which is it located; and

(e) When a structure loses its nonconforming status, all signs devoted to the structure shall be removed and all signs painted directly on the structure shall be repainted in a neutral color or a color that will harmonize with the structure.

#### **§ 1010.005 PROHIBITED SIGNS.**

The following types of signs are prohibited in all districts:

(1) Off-premise signs as defined in this chapter, except as otherwise permitted in City Code Section 1010.006 or 1010.007.

(2) Signs within public right-of-way, affixed to public structures or public utility poles or boxes or other public equipment, or on other public property except signs erected or placed by a government entity with proper authority or control. A special exception may be granted by the City Council if road improvements or other public projects include the elimination of an access to a private property. In these cases, a sign giving directions to the new access may be allowed in the right-of-way.

(3) Signs painted on, attached to, or affixed to any trees, rocks, or other similar organic or inorganic natural matter.

(4) Any sign, signal, marking, or device that purports to be or is an imitation of or resembles any official traffic control device or railroad sign or signal, or emergency vehicle signal, or that attempts to direct the movement of traffic or that hides from view or interferes with the effectiveness of any official traffic-control device or railroad sign or signal. Further, no sign shall be installed, which by reason of position, shape, or color would conflict with proper function or interpretation of any traffic sign or signal.

(5) Signs with revolving beacons, flashing signs, or similar lighted devices.

(6) Signs that obstruct any door, fire escape, stairway, or other access of any building or structure.

(7) Portable signs, except as otherwise permitted in City Code Section 1010.007.

(8) Projecting signs that extend over public property, except with an encroachment agreement, which the city may agree to at the city's discretion.

(9) Roof signs, including signs mounted on a roof surface or projecting above the roof line of a structure if either attached to the structure or cantilevered over the structure.

(10) Abandoned signs or signs, other than temporary off-premise signs, that advertise an activity, business, product, or service no longer available on the premises on which the sign is located.

(11) Pennants or stringers.

(12) Any sign displaying obscene, indecent, immoral, or offensive content.

(13) Any signs not specifically allowed by this chapter.

## **§ 1010.006 GENERAL REGULATIONS APPLICABLE TO ALL ZONING DISTRICTS**

(1) Signs erected or placed by a government entity with proper authority or control within a public right-of-way, affixed to public structures or public utility poles or boxes or other public equipment, or on other public property are allowed in all zoning districts without a permit and are not subject to the limits or restrictions stated in this sign chapter.



(2) All permanent signs shall be constructed in conformance with the provisions of the Minnesota State Building Code, as amended, and City Code Chapter 1003.

(3) Signs in windows in the interior of buildings are exempt from this chapter, except that no more than 75 percent of any window may be covered by signage and no dynamic display signs shall be allowed to be displayed in windows. No signs may be attached to the exterior of windows.

(4) “No hunting” and “No trespassing” signs are allowed as regulated by Minnesota Statutes § 97B.001, as it may be amended from time to time. No permit is required.

(5) Illuminated signs are allowed in all zoning districts. The source of light for any illuminated sign must be controlled so as not to shine directly upon or light adjacent property or public right-of-way. Signs that are not internally illuminated shall have light fixtures and sources screened from view.

(6) Dynamic display signs. No more than 32 square feet of the allowable sign area provided for in City Code Section 1010.008 shall be used for dynamic display signs, except that in Rural and Residential zoning districts dynamic display signs shall only be allowed for non-residential uses. The minimum display period for any message shall be eight (8) seconds. No dynamic display signs may be placed in windows.

(7) Signs, including individual letters and symbols, must be detachable from the building and attached to the exterior building surface by adhesive or mechanical fasteners. Signs shall not be painted directly on any exterior building surface.

(8) *Signs in election years.* In state general election years, the provisions of Minnesota Statutes § 211B.045, as amended, shall apply. Notwithstanding other provisions of this chapter regulating the allowed size or number of signs, in city election years, all temporary noncommercial signs of any size may be posted in any number without a permit from 30 days before the city election until ten (10) days following the city election. Other requirements of this chapter, including those regarding the location of signs, shall continue to apply.

(9) Directional signs up to four (4) square feet are allowed up to six (6) feet above grade without a permit.

(10) The exposed uprights, superstructure, or back side of all signs must be a neutral color such as light blues, grays, greens, or browns, unless the part of the sign is integral to the overall design of the sign.

(11) *Multi-occupancy business and industrial buildings.* When a single principle building is devoted to three (3) or more businesses or industrial tenants, a comprehensive sign plan for the entire structure shall be submitted and shall be of sufficient scope and detail to permit a determination as to whether or not the plan is consistent with the following regulations. The plan shall be subject to the approval of the City Council. No permit shall be issued for an individual tenant except upon a determination that it is consistent with the approved comprehensive sign plan.

(a) The maximum individual tenant sign sizes shall not exceed the maximum provisions for single occupancy structures in the same zoning district.

(b) Multiple occupancy structures may display a unified ground sign consistent with the applicable district provisions. At least 25 percent of the ground sign must identify the entire site to assist with navigation to the site. Individual tenants shall not display ground signs.

(c) Except as provided in this chapter, individual tenants of multiple occupancy structures shall not display separate wall signs unless the tenant's business has an exclusive exterior entrance. The number of signs shall be limited to one (1) per building façade that the tenant occupies, and each sign shall be limited to the maximum wall sign size permitted per building façade for single occupancy structures in the same zoning district.

(d) In any multiple occupancy structure qualifying as a mall type shopping center, one (1) sign not exceeding 50 square feet shall be permitted for each common public entrance and shall be located within 50 feet of the common public entrance being served.

(12) Street addresses required to comply with address ordinances or building codes do not require a sign permit.

(13) Flags

(a) Non-commercial flags are not regulated by this sign chapter.

(b) One (1) commercial flag is allowed per property without a permit. Additional commercial flags shall be regulated as permanent signage, subject to the permitting requirements and sign area limits set by this chapter.

## **§ 1010.007 TEMPORARY SIGNS**

(1) *Temporary Signs for Residential Uses.* Except as set forth in this chapter, all residential uses in Rural and Residential zoning districts shall be allowed one (1) temporary on-premise or noncommercial sign up to six (6) square feet placed at least ten (10) feet from the lot line. This sign shall be in the form of a ground sign. Such sign may be placed without a permit and there is no time limit for the display of such sign. Only one (1) ground sign, whether temporary or permanent, is permitted per residential use.

(2) *Temporary Signs for Non-Residential Uses.* All uses other than those addressed in Section 1010.007(1) shall be allowed temporary on-premise or noncommercial signs in accordance with the following regulations:

a. Except as specifically authorized by this sign chapter, one (1) temporary sign is allowed per property. The maximum number of temporary signs for properties with multi-occupancy buildings shall be one (1) per tenant, with no more than three (3) per property displayed at one time.

b. Except as specifically authorized by this chapter, temporary signs may not be displayed for more than a cumulative total of 90 days per calendar year per property. Properties with multi-occupancy buildings shall be allowed to display temporary signs for 90 days per calendar year per tenant.

c. Except as specifically authorized by this chapter, temporary signs may not be displayed without a permit and a single permit shall not exceed 30 consecutive days. Each permit must indicate the number of days and the dates the sign is to be displayed. Permits shall be signed by the property owner and/or property manager and are not transferrable if the property comes under new ownership, occupancy, or management. A fee and deposit at a level established by ordinance adopted by the City Council is required. The deposit shall be forfeited if the sign remains displayed past the date of removal indicated on the permit. The city has the right to remove the temporary sign at the end of the permit period and collect the cost of removal from the permit holder and/or property owner.

d. When a property is under construction or for sale, one (1) temporary sign is allowed to be displayed on each of the property's street frontages without a permit, subject to the following restrictions:

- i. Each such sign must be set back at least ten (10) feet from the lot line.
  - ii. For properties that are under ten (10) acres, the maximum size of each such sign shall be 32 square feet. For properties that are ten (10) acres or more, the maximum size of each such sign shall be 100 square feet.
  - iii. If construction or sale is of a single structure or parcel, any signs displayed under this provision must be removed within 30 days after the issuance of a certificate of occupancy for or sale of the structure or parcel. If it is of more than one (1) structure or parcel, any sign displayed under this provision must be removed 30 days after a certificate of occupancy is issued for the last building or when all of the units or parcels are sold.
- e. No temporary sign shall have lighting or illumination of any sort.
- f. All temporary signs shall be subject to the requirements in Table 1:

<i>Table 1. Temporary Sign Requirements</i>				
<u><i>Sign Type</i></u>	<u><i>Permit Required</i></u>	<u><i>Size (square feet)</i></u>	<u><i>Location</i></u>	<u><i>Special Provisions</i></u>
<b>Ground Signs</b>	Required	See Table 2	See Table 2	Temporary ground signs shall be allowed consistent with the size, number, and location limits set forth in Table 2 based on the zoning district and in lieu of permanent ground signs allowed thereunder. The total number and size of temporary and/or permanent ground signs shall not exceed the limits set in Table 2. The

*Table 1. Temporary Sign Requirements*

<u><i>Sign Type</i></u>	<u><i>Permit Required</i></u>	<u><i>Size (square feet)</i></u>	<u><i>Location</i></u>	<u><i>Special Provisions</i></u>
				maximum height of a temporary ground sign shall not exceed ten (10) feet in height as measured from the ground.
<b>Banner</b>	Required	32 square feet maximum sign area.	All four (4) corners must be attached to the principal building on the site.	N/A
<b>Portable Signs</b>	Required	32 square feet maximum sign area.	Must be set back a minimum of five (5) feet from lot line.	N/A
<b>Sandwich Boards</b>	Required	Six (6) square feet maximum sign area.	1. Must be in front of space occupied by the permit holder.	1. Sign permit is valid as long as the permit holder is in operation at the location.
			2. No further than ten (10) feet from door of the building occupied by the permit holder.	2. Can only be displayed during business hours; must be brought inside when business closes each day.

<i>Table 1. Temporary Sign Requirements</i>				
<u><i>Sign Type</i></u>	<u><i>Permit Required</i></u>	<u><i>Size (square feet)</i></u>	<u><i>Location</i></u>	<u><i>Special Provisions</i></u>
			3. Must maintain four (4) feet clear area for pedestrian passage, including distance from tables, opening doors, planters, and the like.	3. Sandwich board signs must be of solid construction, of material resistant to weather, resistant to being knocked over by wind. Signs must be always be maintained in good condition and avoid a shabby, unkempt appearance.
			4. Must not be in parking area.	
<b>Balloons or Inflatable Signs</b>	Not required	24 inches diameter maximum sign area	N/A	N/A

(3) Temporary Off-Premise Signs are allowed, without a permit, on any property as follows:

(a) The sign must be set back at least five (5) feet from a lot line;

(b) Only one (1) temporary off-premise sign shall be allowed per property and may be displayed only if the property is not displaying any other temporary sign allowed under this Section 1010.007;

(c) Placement of the sign shall require permission from the underlying property owner;

(d) The sign shall only be displayed between 6:00 a.m. on a Friday and 6:00 a.m. the following Monday; and

(e) The sign area shall be no larger than three (3) square feet in area and no higher than four (4) feet above the ground to which it is attached.

(4) In PUD, Planned Unit Development Districts, temporary signs are regulated according to the standards for the corresponding land use and zoning category as stated in this section, except that a sign plan with differing requirements may be approved by the city.

**§ 1010.008 ZONING DISTRICT REGULATIONS.**

(1) Permanent signs in each zoning district must comply with the requirements of Table 2 of this section:

<b>Table 2 Permanent Sign Requirements.</b> All permanent signs shall be subject to the following requirements:	
<b>(a) Rural and Residential Zoning Districts</b>	
<b>Sign Type</b>	<b>R Rural, R-X Rural Executive, R-1, R-1X, R-2, R-3, R-4, R-5 and R-6 Residential Districts Requirements,</b>
<b>Identification or Nameplate Signs</b>	One (1) per residence to assist with navigation.
	Maximum sign area of two (2) square feet.
	No sign permit is required.
<b>Signs at Neighborhood Entrances</b>	One (1) ground sign may be placed at entrances to a neighborhood by a homeowners' association, developer, or other person or entity with ownership or control over the property; the number of the signs per neighborhood shall be determined by the city, with consideration for the number of entrances to the neighborhood.
	Maximum sign area of 24 square feet.
	Maximum height of six (6) feet.
<b>Ground Signs</b>	Each property with a residence may have one (1) ground sign, temporary or permanent, without a permit. The maximum size is six (6) square feet. This sign may be an on-premise sign or a sign containing only non-commercial speech. There is no time limit for such a sign.
	In addition, non-residential uses and licensed residential care facilities that are allowed by the Zoning Ordinance, and manufactured home parks in R-6 zones, may have one (1) ground sign with a maximum sign area of 50 square feet. The maximum height of the sign shall be eight (8) feet.
<b>Building Wall Signs</b>	Non-residential uses and licensed residential care facilities that are allowed by the Zoning Ordinance, and manufactured home parks in R-6 zones, may have one (1) wall sign on one (1) building, maximum 80 square feet.
<b>Property Setback</b>	No sign shall be closer than ten (10) feet to any lot line.

**(b) NB, Neighborhood Business Zoning District**

<b>Sign Type</b>	<b>Single and Double Occupancy Building Requirements</b>	<b>Multi-Occupancy Building Requirements</b>
<b>Ground Signs</b>	One (1) ground sign of any type	If a single building has three (3) or more businesses, it must comply with § 1010.006(11) and shall be limited to one (1) ground sign
	Maximum sign area of 50 square feet.	Maximum sign area of 100 square feet.
	Maximum sign height of 30 feet.	
	No closer than 50 feet to another ground sign.	
<b>Building Wall Signs</b>	Total wall sign area shall not exceed: 100 square feet or 10% of the building façade area, whichever is greater.	
	Wall signs are permitted on any façade that is not directly adjacent to a residential zone. For the purposes of this section a road shall constitute a separation of zones.	Sign for individual business only if business has separate entrance. Maximum sign size applies to that tenant’s wall area and signs are permitted only on a facade that is not directly adjacent to a residential zone. For purposes of this section a road shall constitute a separation of zones.
	No illuminated sign may face land zoned residential or guided residential by comprehensive plan. For the purposes of this section a road shall constitute a separation of zones.	
	No wall sign higher than parapet wall.	
<b>Property setback</b>	No sign may be closer than five (5) feet to any lot line.	



<b>(c) LB, Limited Business Zoning District</b>			
<b>Sign Type</b>	<b>Single and Double Occupancy Building Requirements</b>	<b>Multi-Occupancy Building Requirements</b>	<b>Motor Fuel Station Requirements</b>
<b>Ground Signs</b>	One (1) ground sign of any type	If single building has three (3) or more businesses, it must comply with § 1010.006(11) and shall be limited to one (1) ground sign of any type	One (1) ground sign per frontage, which could be a pylon sign, meeting the following requirements:
	Maximum sign area of 50 square feet.	Maximum sign area of 100 square feet.	Maximum sign area of 80 square feet.
	Maximum sign height of 30 feet.		Maximum sign height of 45 feet height.
	Shall not be located closer than 50 feet to another ground sign.		
<b>Building Wall Signs</b>	Total wall sign area shall not exceed: 100 square feet or 10% of the building façade area, whichever is greater.		
	Wall signs are permitted on any façade that is not directly adjacent to a residential zone. For the purposes of this section a road shall constitute a separation of zones.	Sign for individual business only if business has separate entrance. Maximum sign size applies to that tenant's wall area and signs are permitted only on a facade that is not directly adjacent to a residential zone. For purposes of this section a road shall constitute a separation of zones.	Canopy signs must comply with conditional use permit requirements in Zoning Ordinance.
	No illuminated sign may face land zoned residential or guided residential by the comprehensive plan. For the purposes of this section a road shall constitute a separation of zones.		
	No wall sign higher than parapet wall.		
<b>Property setback</b>	No sign may be closer than five (5) feet to any property line.		

<b>(d) GB, General Business and PSP, Public Semi-Public Zoning Districts</b>			
<b>Sign Type</b>	<b>Single and Double Occupancy Building Requirements</b>	<b>Multi-Occupancy Building Requirements</b>	<b>Motor Fuel Station Requirements</b>
<b>Ground Signs</b>	One (1) ground sign of any type per parcel	If single building has three (3) or more businesses, it must comply with § 1010.006(11)	One (1) ground sign per frontage, which could be a pylon sign, meeting the following requirements: Maximum sign area of 80 square feet.
	Ground signs may total two (2) square feet per frontage foot up to a maximum sign area of 200 square feet.		Maximum sign height of 45 feet.
	Maximum sign height of 40 feet.		If between Town Center Parkway and Apollo Drive near the interchange of Interstate 35W and Lake Drive or between 21st Avenue North and Otter Lake Road near the interchange of Interstate 35E and Main Street, one (1) additional sign is allowed consistent with the following standards: 1. For a pylon sign: a. Maximum sign area of 100 square feet. b. Maximum sign height of 65 feet. 2. For a ground sign: a. Maximum sign area of 32 square feet. Maximum sign area of 32 square feet. b. Maximum sign height of 30 feet.
	Shall not be located closer than 50 feet to another ground sign.		
<b>Building Wall Signs</b>	Total wall sign area shall not exceed: 100 square feet or 10% of the building façade area, whichever is greater		
	Wall signs are permitted on any façade that is not directly adjacent to a residential zone. For the purposes of this section a road shall constitute a separation of zones.	Sign for individual business only if business has separate entrance. Maximum sign size applies to that tenant's wall area and signs are permitted only on a facade that is not directly adjacent to a residential zone. For purposes of this section a road shall constitute a separation of zones.	Wall signs are permitted on any façade that is not directly adjacent to a residential zone. For the purposes of this section a road shall constitute a separation of zones.
			Canopy signs must comply with conditional use permit requirements in Zoning Ordinance.
No illuminated sign may face land zoned residential or guided residential by the comprehensive plan. For the purposes of this section a road shall constitute a separation of zones.			

<b>(d) GB, General Business and PSP, Public Semi-Public Zoning Districts</b>			
<b>Sign Type</b>	<b>Single and Double Occupancy Building Requirements</b>	<b>Multi-Occupancy Building Requirements</b>	<b>Motor Fuel Station Requirements</b>
	No wall sign higher than parapet wall.		
<b>Property setback</b>	No sign may be closer than five (5) feet to any lot line.		

<b>(e) LI, Light Industrial, GI, General Industrial, and BC, Business Campus Zoning Districts</b>		
<b>Sign Type</b>	<b>Single and Double Occupancy Buildings</b>	<b>Multi-Occupancy Building Requirements</b>
Ground Signs	Individual sign allowed only if business is not part of integrated retail complex.	If single building has three (3) or more businesses, it must comply with § 1010.006(11)
	Ground signs of any type totaling two (2) square feet per frontage foot up to a maximum sign area of 200 square feet.	
	Maximum sign height of 40 feet.	
	Shall not be closer than 50 feet to another ground sign.	
Building Wall Sign	Total wall sign area shall not exceed: 100 square feet or 10% of the building façade area, whichever is greater	
	Wall signs are permitted on any façade that is not directly adjacent to a residential zone. For the purposes of this section a road shall constitute a separation of zones.	Sign for individual business only if business has separate entrance. Maximum sign size applies to that tenant's wall area and signs are permitted only on a facade that is not directly adjacent to a residential zone. For purposes of this section a road shall constitute a separation of zones.
	No illuminated sign may face land zoned residential or guided residential by the comprehensive plan. For the purposes of this section a road shall constitute a separation of zones.	
	No wall sign higher than parapet wall.	
Property Setback	No sign may be closer than five (5) feet to any lot line.	

(2) In PUD, Planned Unit Development Districts, permanent signs are regulated according to the standards for the corresponding land use and zoning category as stated in this

section, except that a sign plan with differing requirements may be approved by the city.

#### **§ 1010.009 SUBSTITUTION CLAUSE**

The owner of any sign that is otherwise allowed by this sign chapter may substitute noncommercial speech in lieu of any other commercial or noncommercial speech. This substitution of sign content may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over noncommercial speech or favoring of any particular noncommercial message over any other noncommercial message. This provision prevails over any more specific provision to the contrary.

#### **§ 1010.010 SEVERABILITY**

If any section, division, sentence, clause, or phrase of this sign chapter is, for any reason, held to be invalid, the decision shall not affect the validity of the remaining portions of this sign chapter. The City Council hereby declares that it would adopt the sign chapter in each section, division, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

**CITY COUNCIL  
AGENDA ITEM 6B**

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: March 13, 2023

TOPIC: Consider Resolution No. 23-20 Accepting and Approving the Grant Agreement between the City of Lino Lakes and the Metropolitan Council of Environmental Services for the Improvement of Publically Owned Infrastructure and Approving Certificate of Real Property

VOTE REQUIRED: 3/5 Vote Required

**INTRODUCTION**

Staff is seeking Council consideration to accept and approve the Grant Agreement between the City of Lino Lakes and the Metropolitan Council of Environmental Services Infrastructure and approving the Certificate of Real Property.

**BACKGROUND**

The Metropolitan Council of Environmental Services (MCES) grant program is for capital improvements to public municipal wastewater collection systems to reduce the amount of inflow and infiltration to the MCES metropolitan sanitary sewer disposal system (I/I Municipal Grant Program). The process for the grant program is such that the City is to accept and approve the agreement via resolution, submit the resolution for funding, and the final agreement follows. As part of the grant program process, the City is to provide a Certificate of Real Property.

The City of Lino Lakes has submitted a pre-application to the MCES for grant funding for improvements to the sanitary sewer system which included manhole lining and the East Shadow Lake Drive sanitary sewer replacement to reduce inflow and infiltration. The work has been completed and is eligible for minimum allocation of \$50,000 in grant funding. The program requires a 50% match of which the eligible project costs were \$171,800. The final reimbursement amount will be allocated proportionally to grant participants, based on eligible project expenses submitted and available remaining grant program funds.

**RECOMMENDATION**

Staff recommends adoption of Resolution No. 23-20 Accepting and Approving the Grant Agreement between the City of Lino Lakes and the Metropolitan Council of Environmental Services for the Improvement of Publically Owned Infrastructure and Approving Certificate of Real Property.

**ATTACHMENTS**

1. Certificate of Real Property
2. Example of Previous Grant Agreement 2017 (LaMotte Sewer Lining Project)
3. Resolution

## Attachment I-A

### State of Minnesota General Obligation Bond Financed CERTIFICATION

The undersigned hereby certifies as follows:

This Certification is being submitted pursuant to the Waiver of Real Property Declaration granted by Minnesota Management and Budget to Metropolitan Council for Municipal Publicly-Owned Infrastructure Inflow/Infiltration projects or the portions thereof which lie entirely within public road, street and highway rights-of-way and utility easements.

The City of Lino Lakes certifies that Lino Lakes has read and will comply with the terms and conditions of the Waiver of Real Property Declaration, a copy of which is attached to this Certification and further, that the Governmental Program which is the subject of and described in the Municipal Publicly-Owned Infrastructure Inflow/Infiltration Grant Agreement between the City of Lino Lakes and Metropolitan Council qualifies for the Waiver of Real Property Declaration.

The undersigned owns fee title to property and/or permanent easement and/or other easement which meets the requirements of this Agreement for wastewater collection purposes and/or permit for pipe in City of Lino Lakes public right of way which meets the requirements of this Agreement for wastewater collection purposes and a wastewater collection system within the fee title, permanent easement, and/or the other easement and wastewater collection system being located in Anoka County, Minnesota. The fee title property, permanent easement and/or other easement and the wastewater collection system therein is referred to as “Restricted Property” and is described in Exhibit A attached hereto by **legal description, narrative description or diagram.**

As the owner of the Restricted Property, the undersigned hereby acknowledges the following restrictions and encumbrances with respect to the Restricted Property:

- A. The Restricted Property is State bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the G.O Grant agreement between Metropolitan Council and the City of Lino Lakes.





**LEGAL DESCRIPTION, NARRATIVE DESCRIPTION, OR MAP OF RESTRICTED  
PROPERTY**

# 2022 EAST SHADOW LAKE DRIVE UTILITY PROJECT

## CITY OF LINO LAKES, MN

### GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

### EXISTING PLAN SYMBOLS

PROPERTY LINES/RIGHT-OF-WAY	
UTILITY EASEMENT	
TREE LINE	
SIGN	
DECIDUOUS TREE	
SHRUB	
CONIFEROUS TREE	

### EXISTING UTILITY SYMBOLS

FIBER OPTIC LINE	
GAS LINE	
COMMUNICATION LINE	
ELECTRIC POWER LINE	
WATER MAIN	
SANITARY SEWER	
STORM SEWER	
COMMUNICATIONS PEDESTAL	
POWER POLE	
ELECTRIC BOX	
CATCH BASIN	
STORM APRON	
STORM SEWER MANHOLE	
GATE VALVE	
HYDRANT	
SANITARY SEWER MANHOLE	

CONSTRUCTION PLAN FOR SANITARY SEWER, WATER MAIN, STORM SEWER, AND ROAD IMPROVEMENTS  
 LOCATED ON EAST SHADOW LAKE DR FROM 250' SOUTH OF LANTERN LN TO 123' NORTH OF LANTERN LN  
LANTERN LN FROM EAST SHADOW LAKE DR TO 60' EAST OF EAST SHADOW LAKE DR

### PLAN SET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL LAYOUT
3	STATEMENT OF ESTIMATED QUANTITIES
4-7	GENERAL DETAILS
8	TYPICAL SECTIONS
9	REMOVAL PLANS
10	SANITARY SEWER & WATER MAIN PLANS
11-12	STREET & STORM SEWER PLANS
13	EROSION CONTROL PLANS



PROJECT LOCATION MAP

THIS PLAN SET CONTAINS 13 SHEETS

THIS PLAN SET HAS BEEN PREPARED FOR:

CITY OF LINO LAKES  
 600 TOWN CENTER PARKWAY  
 LINO LAKES, MN 55014  
 (651) 982-2400

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



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

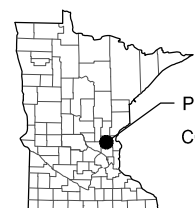
DIANE L. HANKEE, P.E.

DATE: 12/13/2021

LICENSE NUMBER: 43338

### EXCAVATION NOTICE SYSTEM

A CALL TO GOPHER STATE ONE (651-454-0002) IS REQUIRED A MINIMUM OF 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION.



PROJECT LOCATION  
 COUNTY: ANOKA

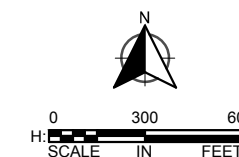
SECT 28, TWP 31, RNG 22

HORIZONTAL DATUM:  
 VERTICAL DATUM:

### UTILITY INFORMATION

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

GOPHER ONE CALL TICKET NUMBER: 220060200



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

WSB PROJ. NO. 017705-000

SHEET  
 1  
 OF  
 13

K:\017705-000\Cadd\Plan\017705-000-C-TITLE-PLAN.dwg 2/7/2022 3:52:52 PM

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**Metropolitan Council  
Municipal Publicly Owned Infrastructure  
Inflow/Infiltration Grant Program**

**Grant Agreement - End Grant  
for the  
Lino Lakes Sanitary Sewer Project**

**Funded by the  
State of Minnesota  
General Obligation Bond Proceeds**

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**General Obligation Bond Proceeds**

**MUNICIPAL PUBLICLY OWNED INFRASTRUCTURE  
INFLOW/INFILTRATION GRANT PROGRAM**

**INTERGOVERNMENTAL GRANT AGREEMENT  
BETWEEN  
METROPOLITAN COUNCIL AND LINO LAKES**

This Intergovernmental Grant Agreement (“Grant Agreement”) is made this 12<sup>th</sup> day of November, 2019, and entered into by and between the Metropolitan Council a public corporation and political subdivision of the State of Minnesota (“Council”) and, Lino Lakes a Minnesota Municipal corporation (“Grantee”).

**BACKGROUND RECITALS**

115. The Minnesota Legislature has appropriated to the Council in the 2017 Session Laws Chapter 8, Section 16, subdivision 3, \$3,739,000, for a grant program to be administered by the Council. In addition, the Minnesota Legislature appropriated to the Council in the 2018 Session Laws Chapter 214, Section 17, subdivision 2, \$5,000,000, for a grant program to be administered by the Council. Therefore, the total 2017 I/I Grant distribution shall be \$8,739,000. Each appropriation is for the purpose of providing grants to municipalities for capital improvements to public municipal wastewater collection systems to reduce the amount of inflow and infiltration to the Council’s metropolitan sanitary sewer disposal system (“I/I Municipal Grant Program”).

116. The monies allocated to fund the appropriation to the Council are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

117. The Council has gone through a public process and formally adopted Guidelines for the I/I Municipal Grant Program. Grantee has read and understands the Council Guidelines (“Council Guidelines”).

118. Council has identified Grantee as a contributor of excessive inflow and infiltration to the Council’s metropolitan sanitary sewer disposal system and thus an eligible applicant for grant funds under the I/I Municipal Grant Program.

119. Pursuant to its authority under Minnesota Statutes § 444.075 [or other authority, if different], Grantee operates a municipal wastewater collection system identified as Lino Lakes Wastewater Collection System (“Wastewater System”) and has submitted an application to and been approved by the Council for grant funds in the amount of \$43,099.63, for performance of functions and activities for its inflow and infiltration mitigation capital improvement project to the Wastewater System in accordance with Council guidelines.

120. Council has reviewed and found eligible Grantee’s application for grant funds and has awarded such grant funds (“G.O. Grant”) to Grantee to construct a capital improvement project to

Grantee's pipeline as described in and in accordance with the terms and conditions of this Grant Agreement.

7. The Grantee's receipt and use of the I/I Municipal Grant Program to acquire an ownership interest in and/or improve real property (the "Real Property") and structures situated thereon (the "Facility") will cause the Grantee's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation") and in that certain "Third Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated August 1, 2017 (the "Commissioner's Order"), even though such funds shall only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

8. Council and Grantee desire to set forth herein the provisions relating to the granting of such G.O. Grant and the disbursement thereof to Grantee and the operation of the Real Property and the Facility.

## **Article I DEFINITIONS**

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

"Agreement" - means this Metropolitan Municipal Publicly Owned Infrastructure Inflow/Infiltration Grant Program Grant Agreement - End Grant for the Lino Lakes Sanitary Sewer 2017 thru 2019 Project, as such exists on its original date and any amendments, modifications or restatements thereof.

"Approved Debt" – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

"Certification" – means a certification in the form contained in Attachment 1-A to this Agreement and all amendments thereto, acknowledging that the Real Property and Facilities is state bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the requirements imposed by such statutes and cannot be sold, encumbered or otherwise disposed of without the approval of the Commissioner of the MMB.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated August 1, 2017, as amended.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means the Wastewater Systems as identified in Recital No. 5, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.



“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the Council. *This definition is only needed and only applies if the Public Entity submitted a grant application to the Council. If the Public Entity did not submit a grant application to the Council, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the Council and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ \$162,678.50 or Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar

amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in Attachment III attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in Attachment III and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the Council to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” – means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of the activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in Attachment III hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Anoka, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Council” - means the entity identified as the “Council” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of

which has been established by way of written documentation that is acceptable to and approved, in writing, by the Council and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

## **Article II GRANT**

Section 2.01 **Grant of Monies.** The Council shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the Council or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the Council that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

Fee simple ownership of the Real Property.

A Real Property/Facility Lease for the Real Property that complies with the

— requirements contained in Section 2.06.  
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)

An easement for the Real Property that complies with the requirements contained in Section 2.06.  
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)

Ownership Interest in, if applicable, the Facility.

Fee simple ownership of the Facility.

A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.  
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: \_\_\_\_\_.)

Not applicable because there is no Facility.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

Acquisition of fee simple title to the Real Property.

Acquisition of a leasehold interest in the Real Property.

Acquisition of an easement for the Real Property.

Improvement of the Real Property.

Acquisition of fee simple title to the Facility.

Acquisition of a leasehold interest in the Facility.

Construction of the Facility.

Renovation of the Facility.

Sanitary Sewer Improvements.  
(Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the Council and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the Council that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the Council, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the Council and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the Council that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program

budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the Council and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the Council as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the Council or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the Council and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the Council and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay

for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the Council and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property and, if applicable, Facility is \_\_\_\_ years.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the Council or the Commissioner of MMB.

**Section 2.06 Ownership by Leasehold or Easement.** *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.



3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the Council and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the Council and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination

to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the Council for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by the Council and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the Council or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the Council and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the Council to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the Council and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the Council or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the Council, the Council or the Commissioner of MMB may enforce any or all of the following remedies.

A. The Council may refrain from disbursing the Program Grant; provided, however, the Council may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the Council or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the Council or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the Council and/or the

Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

**Section 2.09 Notification of Event of Default.** The Public Entity shall furnish to the Council and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

**Section 2.10 Survival of Event of Default.** This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

**Section 2.11 Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

**Section 2.12 Modification and/or Early Termination of Grant.** If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the Council may agree in writing, then the Council's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the Council's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the Council shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a

Real Property/Facility Lease. Upon such termination the Council shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

### **Article III USE CONTRACTS**

**Contents of Article III have been deliberately omitted from this Agreement.**

### **Article IV SALE**

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be

deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

**Section 4.02 Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the Council under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the Council, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the Council, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the Council shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the

Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the Council or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

**Article V**  
**COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION**  
**AND THE COMMISSIONER’S ORDER**

Section 5.01 **State Bond Financed Property.** The Public Entity and the Council acknowledge and agree that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, “state bond financed property”, as such term is used in the G.O. Compliance Legislation and the Commissioner’s Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity’s ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as “bond proceeds” under Section 148 of the Code including “investment proceeds,” “invested sinking funds,” and “replacement proceeds,” in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of

Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

**Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order.** In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the Council shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

## **Article VI DISBURSEMENT OF GRANT PROCEEDS**

**Section 6.01 Disbursement of Grant.** Upon compliance with all of the conditions delineated in Section 6.02, the Council shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the Council be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02.A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the Council disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the Council and the Public Entity shall enter into and execute whatever documents the Council may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the Council's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the Council and the Commissioner of MMB.

**Section 6.02 Conditions Precedent to Disbursement of Grant.** The obligation of the Council to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:



A. The Council shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The Council shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The Council shall have received evidence, in form and substance acceptable to the Council, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The Council shall have received evidence, in form and substance acceptable to the Council, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The Council shall have received evidence, in form and substance acceptable to the Council, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The Council shall have received evidence, in form and substance acceptable to the Council, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The Council shall have received evidence, in form and substance acceptable to the Council, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The Council shall have received evidence, in form and substance acceptable to the Council, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The Council shall have received evidence, in form and substance acceptable to the Council, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and

licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The Council shall have received evidence, in form and substance acceptable to the Council, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The Council shall have received evidence, in form and substance acceptable to the Council, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The Council shall have received evidence, in form and substance acceptable to the Council, that the insurance requirements under Section 7.01 have been satisfied.

M. The Council shall have received evidence, in form and substance acceptable to the Council, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the Council all other items that the Council may reasonably require.

## **Article VII MISCELLANEOUS**

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the Council under which the Council and the Public Entity are named as loss payees. If damages which are

covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The Council agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the Council named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the Council or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the Council may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the Council to obtain or maintain such insurance shall be due and payable on demand by the Council and bear interest from the date of advancement by the Council at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the Council to obtain or maintain such insurance, and the Council's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

**Section 7.02 Condemnation.** If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the Council agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

**Section 7.03 Use, Maintenance, Repair and Alterations.** The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the Council and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the Council may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the Council to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the Council hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the Council to take any action, incur any expense, or expend any funds, and the Council shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the Council to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the Council and bear interest from the date of advancement by the Council at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

**Section 7.04 Records Keeping and Reporting.** The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the Council, auditors for the Council, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 **Inspections by Council.** Upon reasonable request by the Council and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the Council to inspect the Real Property and, if applicable, Facility.

Section 7.06 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the Council and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **CONTENTS OF SECTION 7.10 HAVE BEEN DELIBERATELY OMITTED FROM THIS AGREEMENT.**

Section 7.11 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 **Liability.** The Public Entity and the Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and

the results thereof. The liability of the Council and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

**Section 7.13 Indemnification by the Public Entity.** The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the Council, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the Council, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the Council, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the Council, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the Council, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

**Section 7.14 Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the Council, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the Council, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual

relationship with the Council, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the Council, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Council, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

600 Town Center Parkway  
Lino Lakes, MN 55014  
Attention: Diane Hankee

To the Council at:

Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101  
Attention: Regional Administrator

To the Commissioner of MMB at:

Minnesota Department of Management and Budget  
400 Centennial Office Bldg.  
658 Cedar St.  
St. Paul, MN 55155  
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the Council, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the Council may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the



Council unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the Council, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the Council, and there are no other agreements, either oral or written, between the Public Entity and the Council on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public

Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the Council and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the Council and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the Council or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value

should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the Council and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 **Council and Commissioner Required Acts and Approvals.** The Council and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the information indicated in **Attachment V** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 7.31 **Additional Requirements.** The Public Entity and the Council agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

NONE

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

**IN TESTIMONY HEREOF**, the Public Entity and the Council have executed this General Obligation Bond Proceeds Grant Agreement End Grant for the Lino Lakes Sanitary Sewer Project under the 2017 Municipal Inflow/Infiltration Grant Program on the day and date indicated immediately below their respective signatures.

**GRANTEE:**

\_\_\_\_\_  
a Lino Lakes,  
Minnesota Municipal corporation ("Grantee").

By: \_\_\_\_\_

Its: Mayor

Dated: 11/25/2019, \_\_\_\_\_

And: \_\_\_\_\_

Its: City Clerk

Dated: 11/25/2019, \_\_\_\_\_

**METROPOLITAN COUNCIL:**

By: \_\_\_\_\_  
Regional Administrator, successor, or delegate

Its: Director, ES Finance + Revenue

Dated: Nov. 12, 2019

**Attachment I to Grant Agreement**

**State of Minnesota  
General Obligation Bond Financed  
DECLARATION**

The undersigned has the following interest in the real property located in the County of \_\_\_\_\_, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

- (Check the appropriate box.)
- a fee simple title,
- a lease, or
- an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain \_\_\_\_\_ [Insert title of the general obligation grant agreement] between \_\_\_\_\_ and \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of \_\_\_\_\_ [Insert the name of the Council that provided the grant] and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.



**Attachment II to Grant Agreement**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

(For Projects for which a Certification is being submitted, use the description attached to the Certification submitted.)



**Attachment I-A**

**State of Minnesota  
General Obligation Bond Financed  
CERTIFICATION**

The undersigned hereby certifies as follows:

This Certification is being submitted pursuant to the Waiver of Real Property Declaration granted by Minnesota Management and Budget to Metropolitan Council for Municipal Publicly-Owned Infrastructure Inflow/Infiltration projects or the portions thereof which lie entirely within public road, street and highway rights-of-way and utility easements.

[Grantee] certifies that [Grantee] has read and will comply with the terms and conditions of the Waiver of Real Property Declaration, a copy of which is attached to this Certification and further, that the Governmental Program which is the subject of and described in the Municipal Publicly-Owned Infrastructure Inflow/Infiltration Grant Agreement [No. SG-09611] between [Grantee] and Metropolitan Council qualifies for the Waiver of Real Property Declaration.

The undersigned owns  fee title to property and/or  permanent easement and/or  other easement which meets the requirements of this Agreement for wastewater collection purposes and/or permit for pipe in City of Lino Lakes public right of way which meets the requirements of this Agreement for wastewater collection purposes and a wastewater collection system within the fee title, permanent easement, and/or the other easement and wastewater collection system being located in Anoka County, Minnesota. The fee title property, permanent easement and/or other easement and the wastewater collection system therein is referred to as "Restricted Property" and is described in Exhibit A attached hereto by **legal description, narrative description or diagram.**

As the owner of the Restricted Property, the undersigned hereby acknowledges the following restrictions and encumbrances with respect to the Restricted Property:

- A. The Restricted Property is State bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the G.O Grant agreement between Metropolitan Council and [Grantee], dated 11-12, 2019.



**Exhibit A**  
**LEGAL DESCRIPTION, NARRATIVE DESCRIPTION, OR MAP OF RESTRICTED**  
**PROPERTY**

See attached maps

**Attachment III to Grant Agreement  
SOURCE AND USE OF FUNDS FOR THE PROJECT**

Source of Funds		Use of Funds	
<u>Identify Source of Funds</u>	<u>Amount</u>	<u>Identify Items</u>	<u>Amount</u>
<b>State G.O. Funds</b>		<b>Ownership Acquisition</b>	
Program Grant	\$43,099.63	<b>and Other Items Paid for</b>	
<b>Other State Funds</b>		<b>with Program Grant Funds</b>	
_____	\$ _____	Purchase of Ownership	\$ _____
_____	\$ _____	Interest	
_____	\$ _____	Other Items of a Capital	
Subtotal	\$ _____	Nature	
<b>Matching Funds</b>		Sanitary Sewer Project	\$43,099.63
_____	\$ _____	_____	\$ _____
_____	\$ _____	Subtotal	\$ _____
Subtotal	\$ _____	<b>Items Paid for with</b>	
<b>Other Public Entity Funds</b>		<b>Non-Program Grant Funds</b>	
_____	\$ _____	City Attained Funding	\$119,578.87
_____	\$ _____	_____	\$ _____
Subtotal		_____	\$ _____
<b>Loans</b>		Subtotal	\$ _____
_____	\$ _____		
_____	\$ _____		
Subtotal	\$ _____		
<b>Other Funds</b>			
City Attained Funding	\$119,578.87		
_____	\$ _____		
Subtotal	\$ _____		
<b>Prepaid Project Expenses</b>			
_____	\$ _____		
_____	\$ _____		
Subtotal	\$ _____		
<b>TOTAL FUNDS</b>	\$162,678.50	<b>TOTAL PROJECT COSTS</b>	\$162,678.50

**Attachment IV to Grant Agreement  
GRANT APPLICATION**

See Attached

**Attachment V to Grant Agreement**  
**JOBS REPORTING**

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, Council is required to report the number of jobs created or retained by the Project. To enable Council to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to Council as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to Council. Information can be recorded by Council in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The Council's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
  - (i) less than \$10.00,
  - (ii) \$10.01 to \$15.00,
  - (iii) \$15.01 to \$20.00,
  - (iv) \$20.01 to \$25.00,
  - (v) \$25.01 to \$30.00,
  - (vi) \$30.01 to \$35.00,
  - (vii) \$35.01 to \$40.00, or
  - (viii) more than \$40.00.

(15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to Council.

**m** MANAGEMENT  
AND BUDGET

August 1, 2017

John Atkins  
MCES Budget Director  
Metropolitan Council  
390 Robert Street N.  
St Paul, MN 55101

RE: Waiver of Real Property Declaration - 2017 Metropolitan Cities Inflow and Infiltration Grants

Dear Mr. Atkins:

I have reviewed your letter dated June 26, 2017, requesting a waiver pursuant to Section 7.02(b) of the Fourth Order Amending Order of Commissioner of Finance dated July 30, 2012 (the "Commissioner's Order") of the requirement that a real property declaration be recorded in connection with the grants to metropolitan-area cities to address inflow and infiltration into local sanitary sewer collection systems from the Metropolitan Council appropriation in Laws 2015, ch. 8, sec. 16, subd.3.

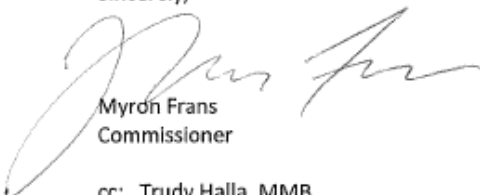
In response to your request, I waive the requirement that a declaration be recorded for the portion of such projects which lies entirely within roadways, road rights-of-way or utility easements. However, a declaration will need to be executed and recorded for any portion of a project which is on land outside of such areas.

Please note that this letter only waives the requirement that a declaration be recorded. The property will remain bond-financed property and subject to all other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

This waiver is conditional upon our receiving a signed copy of the form of Certification that has been used by the Metropolitan Council in its grants from prior I&I bonding appropriations in which each grantee acknowledges that the project property is or will be bond-financed property and thus subject to all the other requirements of Minn. Stat. Sec. 16A.695 and the Commissioner's Order

The certification should be signed by each grantee as a part of its grant documentation and a copy of the Certification should be sent to Trudy Halla, Capital Bonding Coordinator, at Minnesota Management and Budget at the address below.

Sincerely,



Myron Frans  
Commissioner

cc: Trudy Halla, MMB  
Ned Smith, MCES Finance Director  
Dan Abelson, Metropolitan Council



# 2017 Municipal I&I Grant Program Cost Verification and Jobs Reporting Form

Completion of this form and submission of attachments is the basis for entering into agreement with the Metropolitan Council on the 2017 I&I Grant program. This form and its attachments verify that the community has finished I&I reduction projects, with costs eligible for reimbursement under the 2017 I&I Grant program. Please send the completed form and required attachments to (electronic submission preferred):

**Mail:** Matt Gsellmeier, MCES Grant Administrator 390 N. Robert Street St. Paul, MN 55101

**Email:** [Matthew.Gsellmeier@metc.state.mn.us](mailto:Matthew.Gsellmeier@metc.state.mn.us)

**Phone:** (651) 602-1802

## Required Attachments:

Please attach and return the following items to Met Council by November 1, 2019:

1. The Cost Verification & Jobs Reporting Form (**This form**)
2. One of the following that applies to your city's property situation:
  - Attachment 1 to Grant Agreement – DECLARATION of Real Property, and
    - Attachment II to Grant Agreement – Legal Description of Real Property, OR
  - Attachment 1-A – CERTIFICATION pursuant to Waiver of Real Property Declaration for projects located under any right of way, and
    - Exhibit A – LEGAL DESCRIPTION, NARRATIVE DESCRIPTION, OR MAP OF RESTRICTED PROPERTY
3. A city resolution authorizing application and execution of the Grant agreement
4. A detailed breakdown of actual expenditures that tie-out to the project costs cited in the Cost Verification Form.
  - MCES may request additional documentation to verify expenditures.
5. Description of work completed
6. Invoices or other documents that substantiate the cost of work completed.

## Required Cost Verification Information:

**City:** Lino Lakes, MN

**City Official/Title:** Diane Hankee / City Engineer

**Phone #:** 651-982-2430

**Project Start Date:** September 2018

**Project End Date:** September 2019

**Were projects completed between May 31, 2017 and November 1, 2019 (Y/N):** Y

In the space provided on the next page, please enter a summary of your costs, and your eligible I&I work. As a reminder, the following work is considered non-eligible under the I&I program:

- Studies, investigations or inspections
- Any improvement to privately owned infrastructure

**Enter A Summary of Total Project Costs:**

2019 LaMotte Area Street & Utility Improvement Project - CIPP in Place Lining 8"; Structure Lining: Chimney  
Seals and Sealed Castings installed on all Structures - \$162,678.50

**Enter the Eligible I&I Costs that your City incurred between May 31, 2017 and May 30, 2018 (Column A):**

Type of work:	(A) Total Project Costs:	(B) Covered: 50% of Project Costs	(C) % Eligible for funding	(D) Amount Eligible For Grant Funding
1. Pipe Lining and Replacement		X 50% = \$ 0.00	X 50% =	\$ 0.00
2. Pipe Joint Sealing and chimney Seals		X 50% = \$ 0.00	X 100% =	\$ 0.00
3. Manholes – Lining, replacement		X 50% = \$ 0.00	X 50% =	\$ 0.00
4. Manhole Sealing joints, castings, cover		X 50% = \$ 0.00	X 100% =	\$ 0.00
5. Flood Mitigation		X 50% = \$ 0.00	X 10% =	\$ 0.00
6. Cross Connection Elimination		X 50% = \$ 0.00	X 100% =	\$ 0.00
<b>Total:</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>		<b>\$ 0.00</b>

**Enter the Eligible I&I Costs that your City incurred between May 31, 2018 and November 1, 2019 (Column A):**

Type of work:	(A) Total Project Costs:	(B) Covered: 50% of Project Costs	(C) % Eligible for funding	(D) Amount Eligible For Grant Funding
1. Pipe Lining and Replacement	\$120,958.50	X 50% = \$60,479.25	X 50% =	\$30,239.63
2. Pipe Joint Sealing and chimney Seals	\$1,620.00	X 50% = \$ 810.00	X 100% =	\$ 810.00
3. Manholes – Lining, replacement	\$32,000.00	X 50% = \$16,000.00	X 50% =	\$8,000.00
4. Manhole Sealing joints, castings, cover	\$8,100.00	X 50% = \$4,050.00	X 100% =	\$4,050.00
5. Flood Mitigation		X 50% = \$ 0.00	X 10% =	\$ 0.00
6. Cross Connection Elimination		X 50% = \$ 0.00	X 100% =	\$ 0.00
<b>Total:</b>	<b>\$162,678.50</b>	<b>\$81,339.25</b>		<b>\$43,099.63</b>

**Required Jobs Reporting Information:**

Per legislative requirements (*Minn. Stat. Sec. 16A.633, Subd. 4*), each grantee must report on ‘jobs created or retained’ as a result of projects funded through State Bond funds. To the best of your abilities, please complete the forms below. For reference, 1 FTE = 2,080 annual work hours (40 Hours X 52 Weeks per year).

1. Use the space below to enter jobs information for **Engineering Professionals:**

Hourly Wage Range:	Full-Time Equivalent (FTE) Jobs Created:	Full-Time Equivalent (FTE) Jobs Retained:
Less than \$10.00		
\$10.01 to \$15.00		
\$15.01 to \$20.00		
\$20.01 to \$25.00		
\$25.01 to \$30.00		
\$30.01 to \$35.00		
\$35.01 to \$40.00		
More than \$40.00		

2. Use the space below to enter jobs information for **Construction Workers:**

Hourly Wage Range:	Full-Time Equivalent (FTE) Jobs Created:	Full-Time Equivalent (FTE) Jobs Retained:
Less than \$10.00		
\$10.01 to \$15.00		
\$15.01 to \$20.00		
\$20.01 to \$25.00		
\$25.01 to \$30.00		
\$30.01 to \$35.00		
\$35.01 to \$40.00		
More than \$40.00		

3. Use the space below to enter jobs information for **All Other Workers:**

Hourly Wage Range:	Full-Time Equivalent (FTE) Jobs Created:	Full-Time Equivalent (FTE) Jobs Retained:
Less than \$10.00		
\$10.01 to \$15.00		
\$15.01 to \$20.00		
\$20.01 to \$25.00		
\$25.01 to \$30.00		
\$30.01 to \$35.00		
\$35.01 to \$40.00		
More than \$40.00		

**CITY OF LINO LAKES**

**RESOLUTION NO. 19-140**

**RESOLUTION ACCEPTING AND APPROVING THE GRANT AGREEMENT  
BETWEEN THE CITY OF LINO LAKES AND THE  
METROPOLITAN COUNCIL OF ENVIRONMENTAL SERVICES FOR THE  
IMPROVEMENT OF PUBLICALLY OWNED INFRASTRUCTURE AND  
APPROVING CERTIFICATE OF REAL PROPERTY**

**WHEREAS**, the Minnesota Legislature has appropriated to the Metropolitan Council of Environmental Services (MCES) in the 2017 and 2018 State Bonding Bills, \$8,739,000 for a grant program to be administered by the MCES for the purpose of providing grants to municipalities for capital improvements to public municipal wastewater collection systems to reduce the amount of inflow and infiltration to the MCES metropolitan sanitary sewer disposal system (I/I Municipal Grant Program).

**WHEREAS**, the MCES has identified the City of LINO LAKES as a contributor of excessive inflow and infiltration to the MCES metropolitan sanitary sewer disposal system and thus an eligible applicant for grant funds under the I/I Municipal Grant Program.

**WHEREAS**, grant monies will be awarded to pre-approved municipalities for a pre-determined amount up to 50% of eligible improvements completed between May 31, 2017 and November 1, 2019.

**WHEREAS**, The City of LINO LAKES has submitted an application to the Metropolitan Council of Environmental Services (MCES) for grant funding for improvements to the publicly owned sanitary sewer system to reduce inflow and infiltration; and

**WHEREAS**, The MCES has determined to contribute one-half of the actual amount of eligible expenses during the grant activity period up to an estimated Preliminary Minimum Allocation (PMA) of \$50,000. In addition to the PMA an additional Final Reimbursement Amount (FRA) will be allocated proportionally to grant participants, determined based on eligible project expenses submitted and available remaining grant program funds.


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

1. The City of LINO LAKES has budgeted and completed the City's portion of the improvements as set forth in the agreement; and
2. The City Council agrees to accept and approve the Grant Agreement between the City of LINO LAKES and the Metropolitan Council of Environmental Services; and
3. The City Council hereby authorizes the City Administrator and the City Clerk to execute said Agreement for and on behalf of the City of LINO LAKES.
4. The City Council hereby approves the Certificate of Real Property.

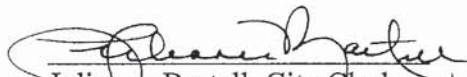
Adopted by the Council of the City of Lino Lakes this 28<sup>th</sup> day of October, 2019.

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

Maier, Rafferty, Stoesz, Reinert  
The following voted against same:  
none (Absent - Manthey)

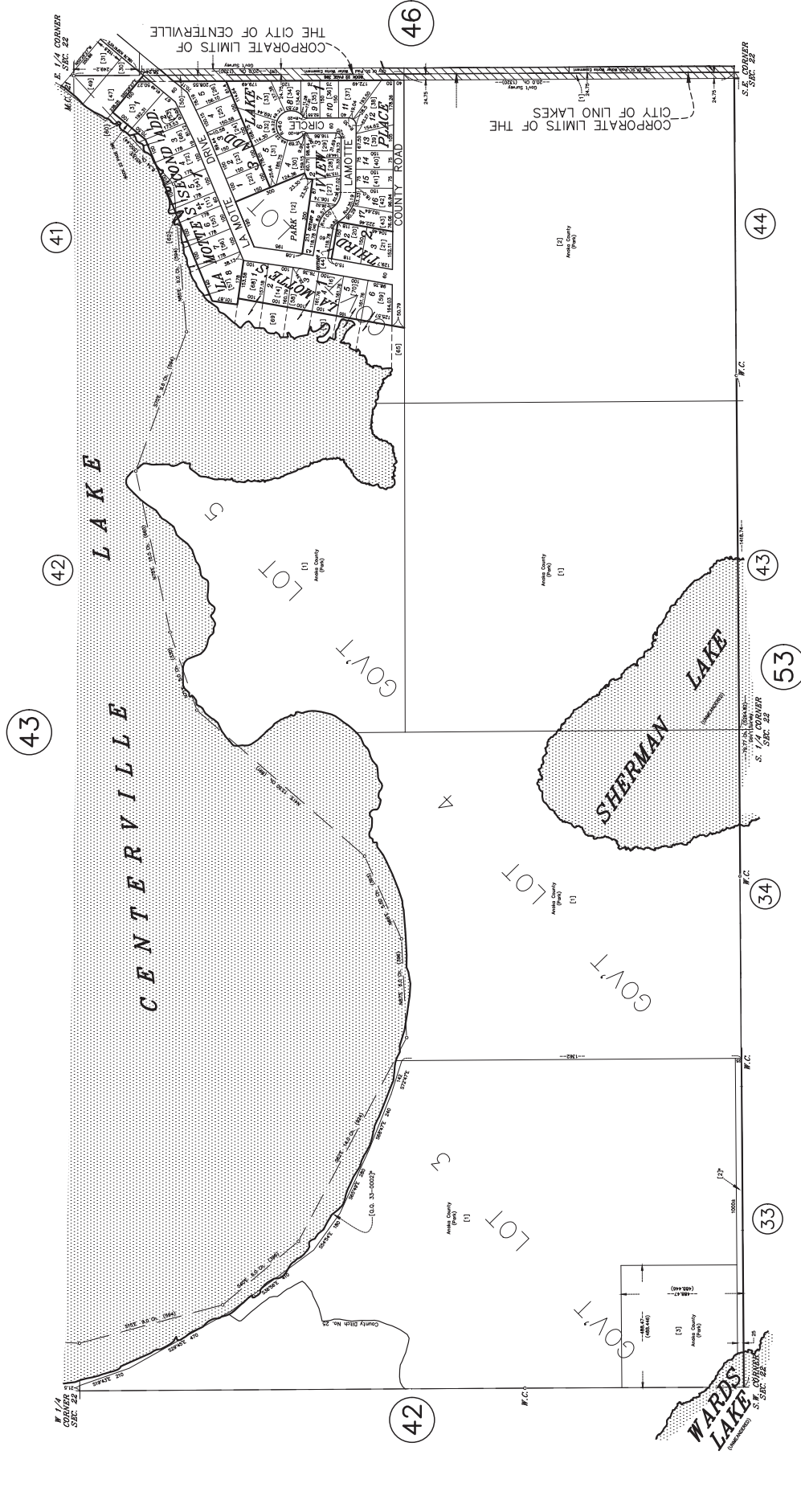
  
\_\_\_\_\_  
Jeff Reinert, Mayor

ATTEST:

  
\_\_\_\_\_  
Julianne Bartell, City Clerk

# S 1/2 SECTION 22, T. 31, R. 22

CITY OF LINO LAKES



THIS IS A COMPLETION OF RECORDS AS REQUIRED BY STATE STATUTE. THE OFFICES AFFECTING THE AREA SHOWN IN THIS DRAWING IS TO BE USED ONLY FOR REFERENCE PURPOSES AND THE COUNTY RECORDS DEPARTMENT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

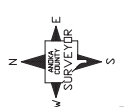
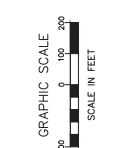
PROPERTY IDENTIFICATION NUMBER  
 Section Number XX XX  
 Township Number XX XX  
 Range Number XX XX  
 Quarter Specific Number XX XX  
 Quarter Fenced XXXX  
 SPECIFIC PARCEL NUMBERS ARE IN BRACKETS; [ ]  
 EXAMPLE OF PIN NUMBER: 22-31-22-1-001.2

QUARTER QUARTER INDEX

21	21	12	11
22	22	13	12
23	23	14	13
24	24	15	14
31	31	41	40
32	32	42	41
33	33	43	42
34	34	44	43

NORTH HALF OF SECTION  
 SOUTH HALF OF SECTION

ANKOKA COUNTY SURVEYORS OFFICE  
 ROOM 224  
 2100 3RD AVENUE N  
 ANOKA, MN 55303  
 (763) 323-5510

















# 2019 LAMOTTE AREA STREET & UTILITY IMPROVEMENT PROJECT CITY OF LINO LAKES

**EXISTING PLAN SYMBOLS**

PROPERTY (NEAR) RIGHT-OF-WAY  
UTILITY EASEMENT  
TREE LINE  
SIDWALK  
DECIDUOUS TREE  
SHRUB  
CONIFEROUS TREE

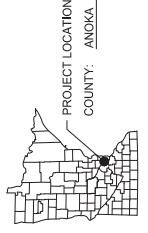
**EXISTING UTILITY SYMBOLS**

FIBER/OPTIC CABLE  
UNDERGROUND TELEPHONE  
GAS LINE  
UNDERGROUND CABLE  
CABLE TV  
OVERHEAD COMMUNICATIONS LINE  
UNDERGROUND POWER  
OVERHEAD POWER  
UNDERGROUND ELECTRIC  
OVERHEAD TELEPHONE  
WATER MAIN  
SANITARY SEWER  
STORM SEWER  
CITY VALVE  
POWER POLE  
ELECTRIC BOX  
CATCH BASIN  
STORM AIRROW  
STORM SEWER MANHOLE  
GATE VALVE  
HYDRANT  
SANITARY SEWER MANHOLE

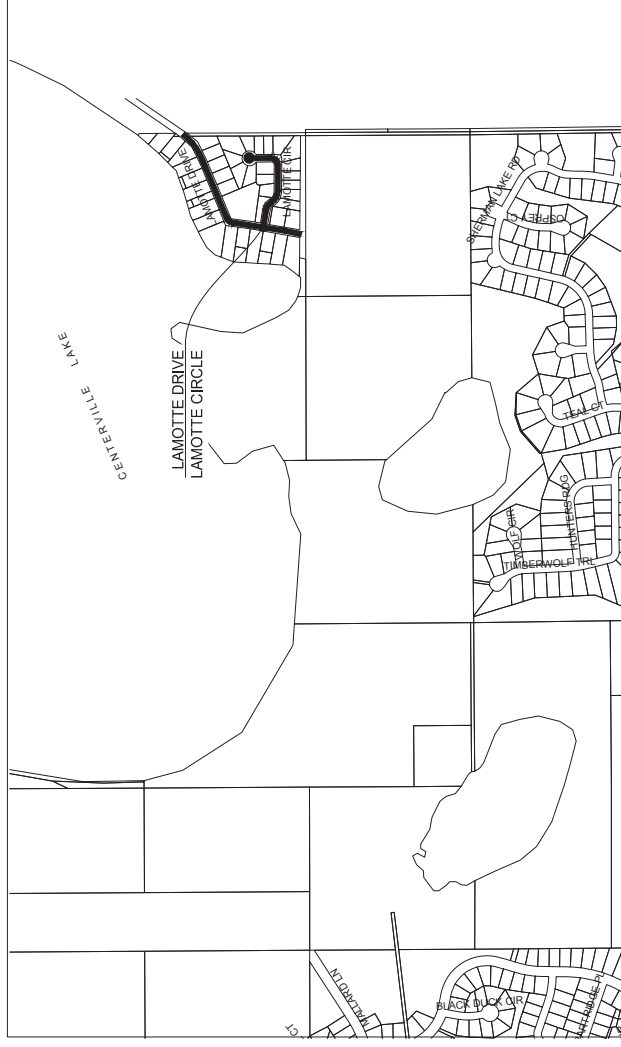
THIS DRAWING IS OUR RECORD KNOWLEDGE OF THE PROJECT AS CONSTRUCTED

JIM STREMEL  
PROJECT ENGINEER  
WSB & ASSOC.S  
GAGE MORGAN  
CONSTRUCTION OBSERVER  
WSB & ASSOC.S  
FEBRUARY 2019

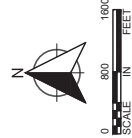
**EXCAVATION NOTICE SYSTEM**  
A CALL TO GOPHER ONE (651-454-0002) IS REQUIRED A MINIMUM OF 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION.



## CONSTRUCTION PLAN FOR SANITARY SEWER, STORM SEWER AND STREET IMPROVEMENTS



PROJECT LOCATION MAP



**UTILITY INFORMATION**  
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CHASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."  
GOPHER ONE CALL TICKET NUMBER: 1803990646  
UTILITY COORDINATION MEETING HELD ON: 02/15/2018, 07/19/2018

PLAN REVISIONS	
DATE	APPROVED BY
08/07/19	JIS

**GOVERNING SPECIFICATIONS**

THE CITY OF LINO LAKES GENERAL SPECIFICATIONS & STANDARD DETAIL PLATES FOR STREET & UTILITY CONSTRUCTION, WATERMAIN AND SANITARY SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S ASSOCIATION OF MINNESOTA STANDARD UTILITIES SPECIFICATIONS (2013).

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST EDITION MN MUTCD INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL. ONE LAYOUTS, ALL TRAFFIC CONTROL DEVICES SHALL HAVE RETROREFLECTIVE SHEETING.

**PLAN SET INDEX**

SHEET NO.	TITLE SHEET	DESCRIPTION
1	GENERAL LAYOUT	
2	MISCELLANEOUS DETAILS	
3-6	TYPICAL SECTIONS	
7	REMOVAL PLANS	
8-9	SANITARY SEWER PLANS	
10-14	STREET AND STORM SEWER PLANS	
15-19	GRADING PLANS	
20-22	EROSION CONTROL PLANS	
23-24	STORM WATER POLLUTION PREVENTION PLAN	
25-27	CROSS SECTIONS	
28-36		

**RECORD DRAWING**  
INFORMATION IS FURNISHED WITHOUT WARRANTY. CONTRACTORS SHOULD FIELD VERIFY LOCATIONS AND ELEVATIONS.

**RECORD DRAWING 2018**  
**CONTRACTOR: FOREST LAKE CONTRACTING**

THIS PLAN SET HAS BEEN PREPARED FOR:



ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



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

*James L. Stremel*  
JAMES L. STREMEL, PE

DATE: 07/23/2018 LICENSE NUMBER: 45782

WSB PROJ. NO. 10326-000 SHEET 1 OF 37





**WSB**  
 WSB PROJECT NO.:  
 010325-000

SCALE: DESIGN BY:  
 AS SHOWN JLS  
 PLAN BY: CHECK BY:  
 MRJ/SMH DH

REVISIONS

NO.	DATE	DESCRIPTION
1	04/01/2019	RECORD PLAN

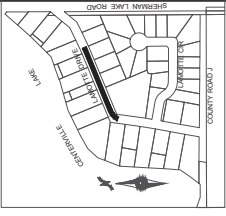
DATE: 7/23/18  
 L.P. NO.: 45782  
 JAMES L. STREML, PE  
 LICENSED PROFESSIONAL ENGINEER UNDER THE  
 DIRECT SUPERVISION AND THAT I AM DULY  
 OR REPORT WAS PREPARED BY MY OR UNDER MY  
 HEREBY CERTIFY THAT THIS PLAN REPRESENTS  
 LANDS OF THE STATE OF MINNESOTA.

2019 LAMOTTE AREA  
 STREET & UTILITY  
 IMPROVEMENT PROJECT  
 CITY OF LINO LAKES

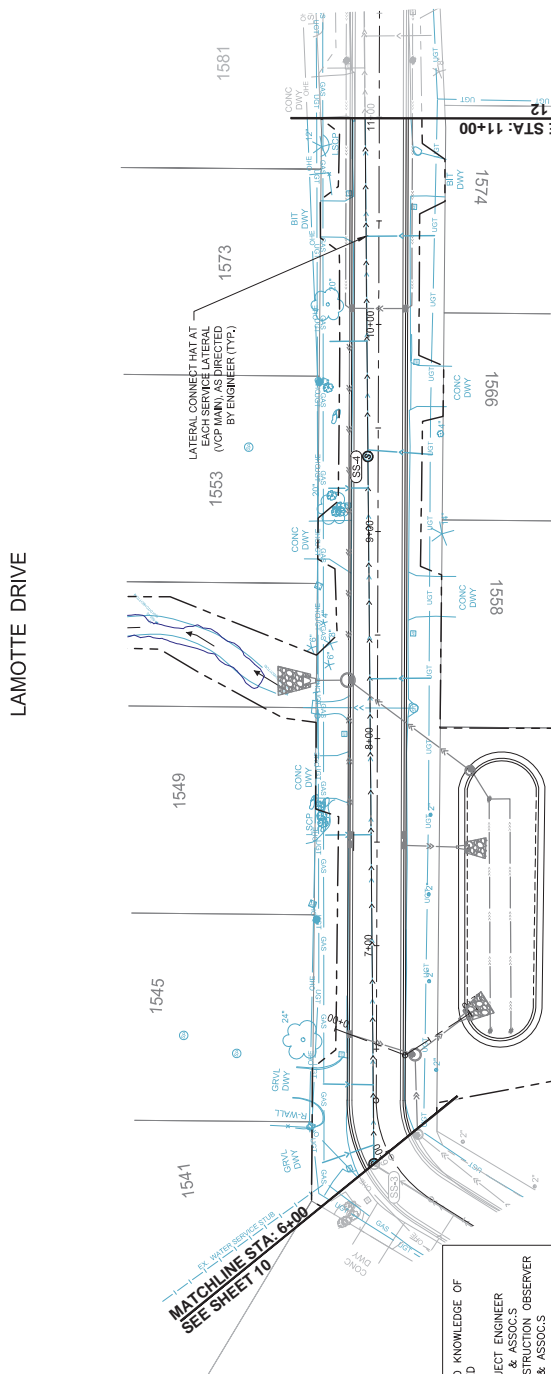
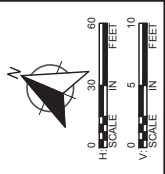
SANITARY SEWER  
 PLANS  
 LAMOTTE DRIVE

SHEET  
 11  
 OF  
 37

LOCATION



**RECORD DRAWING**  
 INFORMATION IS FURNISHED WITHOUT  
 WARRANTY AS TO ACCURACY. USERS  
 SHOULD FIELD VERIFY LOCATIONS AND  
 ELEVATIONS.



**LEGEND**

- CIPP LINED SANITARY SEWER
- RIGHT-OF-WAY
- ⊙ LINED SEWER MANHOLE
- CONSTRUCTION LIMITS

RECORD DRAWING 2018  
 CONTRACTOR: FOREST LAKE CONTRACTING

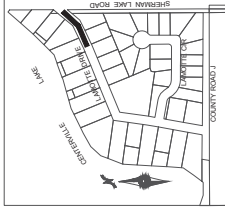
THIS DRAWING IS OUR RECORD KNOWLEDGE OF  
 THE PROJECT AS CONSTRUCTED  
 JIM STREML —PROJECT ENGINEER  
 WSB & ASSOC.S  
 GAGE MORGAN —CONSTRUCTION OBSERVER  
 WSB& ASSOC.S  
 FEBRUARY 2019

Station	8+00	8+10	8+20	8+30	8+40	8+50	8+60	8+70	8+80	8+90	9+00	9+10	9+20	9+30	9+40	9+50	9+60	9+70	9+80	9+90	10+00	10+10	10+20	10+30	10+40	10+50	10+60	10+70	10+80	10+90	11+00																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
889.6	888.64	888.3	887.9	887.5	887.1	886.7	886.3	885.9	885.5	885.1	884.7	884.3	883.9	883.5	883.1	882.7	882.3	881.9	881.5	881.1	880.7	880.3	879.9	879.5	879.1	878.7	878.3	877.9	877.5	877.1	876.7	876.3	875.9	875.5	875.1	874.7	874.3	873.9	873.5	873.1	872.7	872.3	871.9	871.5	871.1	870.7	870.3	869.9	869.5	869.1	868.7	868.3	867.9	867.5	867.1	866.7	866.3	865.9	865.5	865.1	864.7	864.3	863.9	863.5	863.1	862.7	862.3	861.9	861.5	861.1	860.7	860.3	859.9	859.5	859.1	858.7	858.3	857.9	857.5	857.1	856.7	856.3	855.9	855.5	855.1	854.7	854.3	853.9	853.5	853.1	852.7	852.3	851.9	851.5	851.1	850.7	850.3	849.9	849.5	849.1	848.7	848.3	847.9	847.5	847.1	846.7	846.3	845.9	845.5	845.1	844.7	844.3	843.9	843.5	843.1	842.7	842.3	841.9	841.5	841.1	840.7	840.3	839.9	839.5	839.1	838.7	838.3	837.9	837.5	837.1	836.7	836.3	835.9	835.5	835.1	834.7	834.3	833.9	833.5	833.1	832.7	832.3	831.9	831.5	831.1	830.7	830.3	829.9	829.5	829.1	828.7	828.3	827.9	827.5	827.1	826.7	826.3	825.9	825.5	825.1	824.7	824.3	823.9	823.5	823.1	822.7	822.3	821.9	821.5	821.1	820.7	820.3	819.9	819.5	819.1	818.7	818.3	817.9	817.5	817.1	816.7	816.3	815.9	815.5	815.1	814.7	814.3	813.9	813.5	813.1	812.7	812.3	811.9	811.5	811.1	810.7	810.3	809.9	809.5	809.1	808.7	808.3	807.9	807.5	807.1	806.7	806.3	805.9	805.5	805.1	804.7	804.3	803.9	803.5	803.1	802.7	802.3	801.9	801.5	801.1	800.7	800.3	799.9	799.5	799.1	798.7	798.3	797.9	797.5	797.1	796.7	796.3	795.9	795.5	795.1	794.7	794.3	793.9	793.5	793.1	792.7	792.3	791.9	791.5	791.1	790.7	790.3	789.9	789.5	789.1	788.7	788.3	787.9	787.5	787.1	786.7	786.3	785.9	785.5	785.1	784.7	784.3	783.9	783.5	783.1	782.7	782.3	781.9	781.5	781.1	780.7	780.3	779.9	779.5	779.1	778.7	778.3	777.9	777.5	777.1	776.7	776.3	775.9	775.5	775.1	774.7	774.3	773.9	773.5	773.1	772.7	772.3	771.9	771.5	771.1	770.7	770.3	769.9	769.5	769.1	768.7	768.3	767.9	767.5	767.1	766.7	766.3	765.9	765.5	765.1	764.7	764.3	763.9	763.5	763.1	762.7	762.3	761.9	761.5	761.1	760.7	760.3	759.9	759.5	759.1	758.7	758.3	757.9	757.5	757.1	756.7	756.3	755.9	755.5	755.1	754.7	754.3	753.9	753.5	753.1	752.7	752.3	751.9	751.5	751.1	750.7	750.3	749.9	749.5	749.1	748.7	748.3	747.9	747.5	747.1	746.7	746.3	745.9	745.5	745.1	744.7	744.3	743.9	743.5	743.1	742.7	742.3	741.9	741.5	741.1	740.7	740.3	739.9	739.5	739.1	738.7	738.3	737.9	737.5	737.1	736.7	736.3	735.9	735.5	735.1	734.7	734.3	733.9	733.5	733.1	732.7	732.3	731.9	731.5	731.1	730.7	730.3	729.9	729.5	729.1	728.7	728.3	727.9	727.5	727.1	726.7	726.3	725.9	725.5	725.1	724.7	724.3	723.9	723.5	723.1	722.7	722.3	721.9	721.5	721.1	720.7	720.3	719.9	719.5	719.1	718.7	718.3	717.9	717.5	717.1	716.7	716.3	715.9	715.5	715.1	714.7	714.3	713.9	713.5	713.1	712.7	712.3	711.9	711.5	711.1	710.7	710.3	709.9	709.5	709.1	708.7	708.3	707.9	707.5	707.1	706.7	706.3	705.9	705.5	705.1	704.7	704.3	703.9	703.5	703.1	702.7	702.3	701.9	701.5	701.1	700.7	700.3	699.9	699.5	699.1	698.7	698.3	697.9	697.5	697.1	696.7	696.3	695.9	695.5	695.1	694.7	694.3	693.9	693.5	693.1	692.7	692.3	691.9	691.5	691.1	690.7	690.3	689.9	689.5	689.1	688.7	688.3	687.9	687.5	687.1	686.7	686.3	685.9	685.5	685.1	684.7	684.3	683.9	683.5	683.1	682.7	682.3	681.9	681.5	681.1	680.7	680.3	679.9	679.5	679.1	678.7	678.3	677.9	677.5	677.1	676.7	676.3	675.9	675.5	675.1	674.7	674.3	673.9	673.5	673.1	672.7	672.3	671.9	671.5	671.1	670.7	670.3	669.9	669.5	669.1	668.7	668.3	667.9	667.5	667.1	666.7	666.3	665.9	665.5	665.1	664.7	664.3	663.9	663.5	663.1	662.7	662.3	661.9	661.5	661.1	660.7	660.3	659.9	659.5	659.1	658.7	658.3	657.9	657.5	657.1	656.7	656.3	655.9	655.5	655.1	654.7	654.3	653.9	653.5	653.1	652.7	652.3	651.9	651.5	651.1	650.7	650.3	649.9	649.5	649.1	648.7	648.3	647.9	647.5	647.1	646.7	646.3	645.9	645.5	645.1	644.7	644.3	643.9	643.5	643.1	642.7	642.3	641.9	641.5	641.1	640.7	640.3	639.9	639.5	639.1	638.7	638.3	637.9	637.5	637.1	636.7	636.3	635.9	635.5	635.1	634.7	634.3	633.9	633.5	633.1	632.7	632.3	631.9	631.5	631.1	630.7	630.3	629.9	629.5	629.1	628.7	628.3	627.9	627.5	627.1	626.7	626.3	625.9	625.5	625.1	624.7	624.3	623.9	623.5	623.1	622.7	622.3	621.9	621.5	621.1	620.7	620.3	619.9	619.5	619.1	618.7	618.3	617.9	617.5	617.1	616.7	616.3	615.9	615.5	615.1	614.7	614.3	613.9	613.5	613.1	612.7	612.3	611.9	611.5	611.1	610.7	610.3	609.9	609.5	609.1	608.7	608.3	607.9	607.5	607.1	606.7	606.3	605.9	605.5	605.1	604.7	604.3	603.9	603.5	603.1	602.7	602.3	601.9	601.5	601.1	600.7	600.3	599.9	599.5	599.1	598.7	598.3	597.9	597.5	597.1	596.7	596.3	595.9	595.5	595.1	594.7	594.3	593.9	593.5	593.1	592.7	592.3	591.9	591.5	591.1	590.7	590.3	589.9	589.5	589.1	588.7	588.3	587.9	587.5	587.1	586.7	586.3	585.9	585.5	585.1	584.7	584.3	583.9	583.5	583.1	582.7	582.3	581.9	581.5	581.1	580.7	580.3	579.9	579.5	579.1	578.7	578.3	577.9	577.5	577.1	576.7	576.3	575.9	575.5	575.1	574.7	574.3	573.9	573.5	573.1	572.7	572.3	571.9	571.5	571.1	570.7	570.3	569.9	569.5	569.1	568.7	568.3	567.9	567.5	567.1	566.7	566.3	565.9	565.5	565.1	564.7	564.3	563.9	563.5	563.1	562.7	562.3	561.9	561.5	561.1	560.7	560.3	559.9	559.5	559.1	558.7	558.3	557.9	557.5	557.1	556.7	556.3	555.9	555.5	555.1	554.7	554.3	553.9	553.5	553.1	552.7	552.3	551.9	551.5	551.1	550.7	550.3	549.9	549.5	549.1	548.7	548.3	547.9	547.5	547.1	546.7	546.3	545.9	545.5	545.1	544.7	544.3	543.9	543.5	543.1	542.7	542.3	541.9	541.5	541.1	540.7	540.3	539.9	539.5	539.1	538.7	538.3	537.9	537.5	537.1	536.7	536.3	535.9	535.5	535.1	534.7	534.3	533.9	533.5	533.1	532.7	532.3	531.9	531.5	531.1	530.7	530.3	529.9	529.5	529.1	528.7	528.3	527.9	527.5	527.1	526.7	526.3	525.9	525.5	525.1	524.7	524.3	523.9	523.5	523.1	522.7	522.3	521.9	521.5	521.1	520.7	520.3	519.9	519.5	519.1	518.7	518.3	517.9	517.5	517.1	516.7	516.3	515.9	515.5	515.1	514.7	514.3	513.9	513.5	513.1	512.7	512.3	511.9	511.5	511.1	510.7	510.3	509.9	509.5	509.1	508.7	508.3	507.9	507.5	507.1	506.7	506.3	505.9	505.5	505.1	504.7	504.3	503.9	503.5	503.1	502.7	502.3	501.9	501.5</

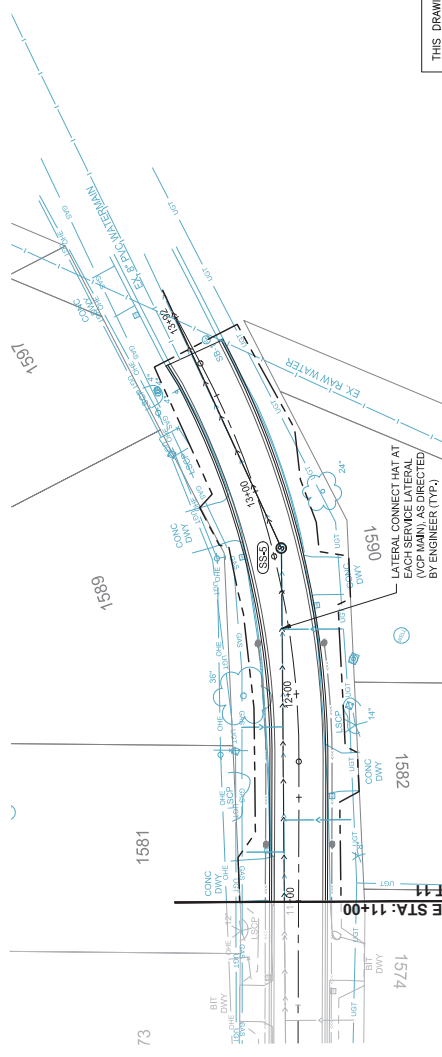
RECORD DRAWING 2018  
 CONTRACTOR: FOREST LAKE CONTRACTING

LAMOTTE DRIVE

LOCATION



**RECORD DRAWING**  
 INFORMATION IS FURNISHED WITHOUT WARRANTY AS TO ACCURACY. USERS SHOULD FIELD VERIFY LOCATIONS AND ELEVATIONS.

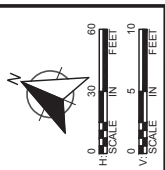


THIS DRAWING IS OUR RECORD KNOWLEDGE OF THE PROJECT AS CONSTRUCTED

PROJECT ENGINEER  
 JIM STREWEL  
 WSB & ASSOC'S

CONSTRUCTION OBSERVER  
 GAGE MORGAN  
 WSB & ASSOC'S

FEBRUARY 2019



SCALE: DESIGN BY: JLS  
 AS SHOWN: CHECK BY: DH  
 PLAN BY: MRJ/SMH

WSB PROJECT NO.: 010325-000

REVISIONS

NO.	DATE	DESCRIPTION
1	04/01/2019	RECORD PLAN

DATE: 7/23/18  
 L.P. NO. 45792  
 JAMES L. STREWEL, PE  
 LICENSED PROFESSIONAL ENGINEER UNDER THE LANS OF THE STATE OF MINNESOTA.  
 HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LANS OF THE STATE OF MINNESOTA.

CITY OF LINO LAKES  
 STREET & UTILITY  
 IMPROVEMENT PROJECT  
 2019 LAMOTTE AREA

SANITARY SEWER  
 PLANS  
 LAMOTTE DRIVE

SHEET  
 12  
 OF  
 37

Station	910	905	900	895	890	885	880	875	870
EXISTING CL PROFILE									
PROPOSED CL PROFILE									
PROPOSED ELEVATION	892.6	892.95	893.6	894.4	894.29	895.18	895.55	896.21	896.3
EXISTING ELEVATION									
28" CIP SEWER LINES TO NEXT MH									
INVERT	892.6	892.95	893.6	894.4	894.29	895.18	895.55	896.21	896.3
MANHOLE									
CONSTRUCTION LIMITS									





WSB PROJECT NO.: 010326-000  
 SCALE: AS SHOWN  
 DESIGN BY: JLS  
 PLAN BY: MRJ/BMH  
 CHECK BY: DH  
 DATE: 1/04/2019  
 RECORD PLAN

HERSEY GERRY THAT THIS PLAN REPRESENTS  
 DIRECT SUPERVISION AND THAT A DULY  
 LICENSED PROFESSIONAL ENGINEER UNDER THE  
 LAWS OF THE STATE OF MINNESOTA,  
 JAMES L. STREME, PE  
 DATE: 7/23/18  
 LIC. NO. 45782

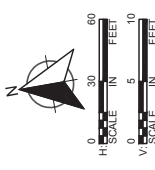
2019 LAMOTTE AREA  
 STREET & UTILITY  
 IMPROVEMENT PROJECT  
 CITY OF LINO LAKES

SANITARY SEWER  
 PLANS  
 LAMOTTE CIRCLE

SHEET  
 13  
 OF  
 37



**RECORD DRAWING**  
 INFORMATION IS FURNISHED WITHOUT  
 WARRANTY AS TO ACCURACY. USERS  
 SHOULD FIELD VERIFY LOCATIONS AND  
 ELEVATIONS.

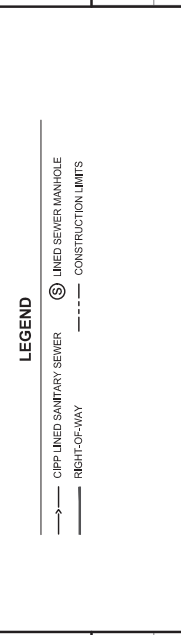
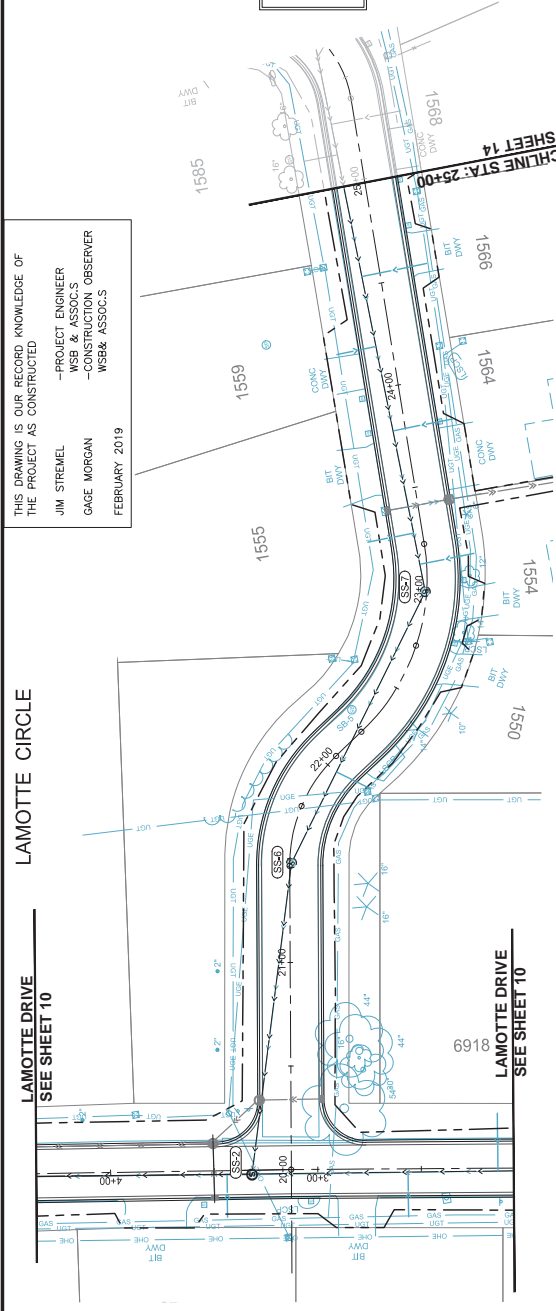


THIS DRAWING IS OUR RECORD KNOWLEDGE OF  
 THE PROJECT AS CONSTRUCTED  
 -PROJECT ENGINEER  
 WSB & ASSOC.'S  
 -CONSTRUCTION OBSERVER  
 WSB& ASSOC.'S  
 JIM STREME  
 GAGE MORGAN  
 FEBRUARY 2019

LAMOTTE CIRCLE

LAMOTTE DRIVE  
SEE SHEET 10

LAMOTTE DRIVE  
SEE SHEET 10



RECORD DRAWING 2018  
 CONTRACTOR: FOREST LAKE CONTRACTING

Station	Existing CL Elevation	Proposed CL Elevation
19+50		
20+00	891.16	891.16
20+50	891.57	892.0
21+00	892.59	892.8
21+50	893.6	893.8
22+00	894.55	894.55
22+50	894.93	894.8
23+00	894.75	894.6
23+50	894.9	894.9
24+00	895.7	895.7
24+50	895.78	895.78
25+00	896.63	896.63
25+50		
26+00		
26+50		
27+00		
27+50		
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SCALE: DESIGN BY: JLS  
 AS SHOWN: CHECK BY: DH  
 PLAN BY: MRJ/BMH  
 WSB PROJECT NO.: 010325-000

REVISIONS

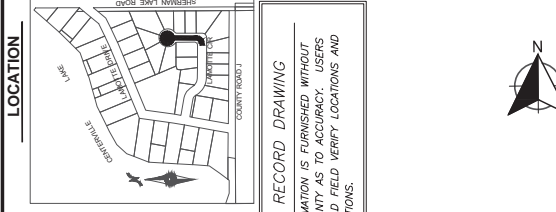
NO.	DATE	DESCRIPTION
1	04/01/2019	RECORD PLAN

DATE: 7/23/18  
 L.P. NO.: 45782  
 JAMES L. STREMEI, PE  
 LICENSED PROFESSIONAL ENGINEER UNDER THE DIRECT SUPERVISION AND THAT I AM DULY REPORTING TO THE STATE OF MINNESOTA.  
 HEREBY CERTIFY THAT THIS PLAN REPRESENTS THE WORK OF ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM DULY REPORTING TO THE STATE OF MINNESOTA.

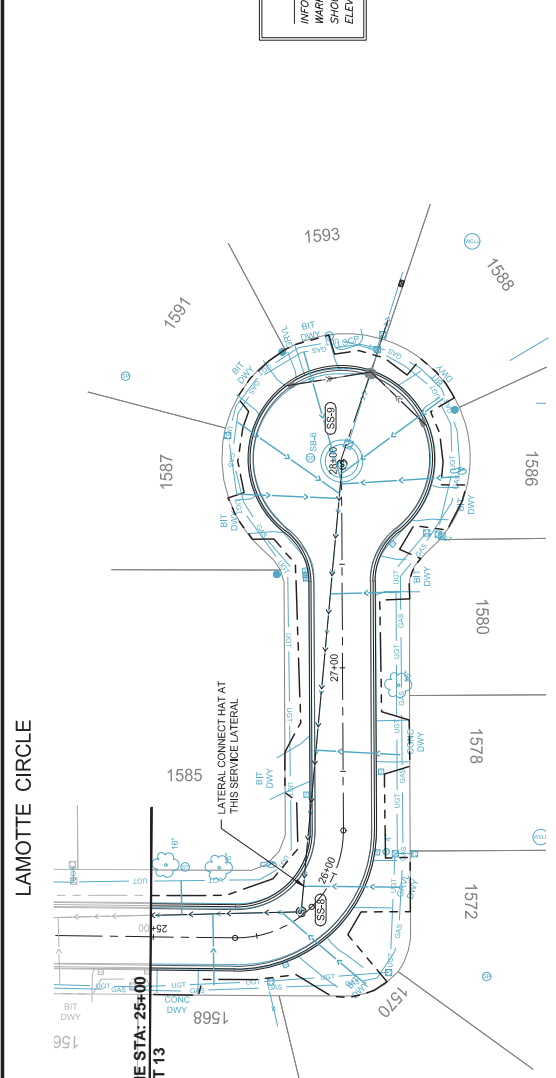
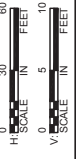
2019 LAMOTTE AREA  
 STREET & UTILITY  
 IMPROVEMENT PROJECT  
 CITY OF LINO LAKES

SANITARY SEWER  
 PLANS  
 LAMOTTE CIRCLE

SHEET  
 14  
 OF  
 37



**RECORD DRAWING**  
 INFORMATION IS FURNISHED WITHOUT WARRANTY AS TO ACCURACY. USERS MUST FIELD VERIFY LOCATIONS AND ELEVATIONS.



MATCHLINE STA.: 25+00  
 SEE SHEET 13

**LEGEND**

- CIPP LINED SANITARY SEWER
- RIGHT-OF-WAY
- ⊙ LINED SEWER MANHOLE
- - - CONSTRUCTION LIMITS

THIS DRAWING IS OUR RECORD KNOWLEDGE OF THE PROJECT AS CONSTRUCTED  
 JIM STREMEI —PROJECT ENGINEER  
 GAGE MORGAN —CONTRACTOR OBSERVER  
 FEBRUARY, 2019  
 WSB& ASSOC.S

RECORD DRAWING 2018  
 CONTRACTOR: FOREST LAKE CONTRACTING

Station	Existing CL Elevation	Proposed CL Elevation	Right-of-Way
910			
905			
900			
895			
890			
885			
880			
875			
870			
25+00	892.7	892.63	
25+50	897.7	897.63	
26+00	898.6	898.42	
26+50	898.77	898.6	
27+00	898.80	898.6	
27+50	898.7	898.20	
28+00	898.4	898.1	
28+50	898.80		
29+00	898.1		
29+50			
30+00			



### CITY OF LINO LAKES

600 Town Center Parkway  
Lino Lakes, MN 55014-1182

Project R-011474-000 - 2019 LaMotte Area Street & Utility Improvement Project  
Pay Voucher No. 6

Contractor: Forest Lake Contracting, Inc.  
14777 Lake Dr  
Forest Lake, MN 55025-9461

Contract No.  
Vendor No.  
For Period: 6/13/2019 - 8/30/2019  
Warrant # \_\_\_\_\_ Date \_\_\_\_\_

**Contract Amounts**

Original Contract	\$1,181,523.95
Contract Changes	\$0.00
Revised Contract	\$1,181,523.95

**Work Certified To Date**

Base Bid Items	\$1,100,394.53
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
<b>Total</b>	<b>\$1,100,394.53</b>

**Funds Encumbered**

Original	\$1,181,523.95
Additional	N/A
<b>Total</b>	<b>\$1,181,523.95</b>

	Work Certified This Pay Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
R-011474-000	\$199,313.91	\$1,100,394.53	\$11,003.95	\$856,026.59	\$233,363.99	\$1,089,390.58
Percent Retained: 1.0000%				Percent Complete: 93.1335%		
<b>Amount Paid This Pay Voucher</b>					<b>\$233,363.99</b>	

This is to certify that the items of work shown in this certificate of Pay Voucher have been actually furnished for the work comprising the above mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By   
Project Engineer  
Date 9/3/19

Approved By Forest Lake Contracting, Inc.   
Contractor  
Date 09-03-2019

Approved By \_\_\_\_\_  
City of Lino Lakes  
Date \_\_\_\_\_

**CITY OF LINO LAKES**  
 600 Town Center Parkway  
 Lino Lakes, MN 55014-1182  
 Project No. R-011474-000  
 Pay Voucher No. 6

**R-011474-000 Payment Summary**

No.	From Date	To Date	Work Certified Per Pay Voucher	Amount Retained Per Pay Voucher	Amount Paid Per Pay Voucher
1	09/17/2018	09/29/2018	\$293,409.15	\$14,670.46	\$278,738.69
2	09/30/2018	10/31/2018	\$351,201.07	\$17,560.05	\$333,641.02
3	11/01/2018	12/21/2018	\$135,130.20	\$6,756.51	\$128,373.69
4	12/22/2018	04/10/2019	\$70,253.50	\$3,512.68	\$66,740.82
5	04/11/2019	06/12/2019	\$51,086.70	\$2,554.33	\$48,532.37
6	06/13/2019	08/30/2019	\$199,313.91	(\$34,050.08)	\$233,363.99
<b>Totals:</b>			<b>\$1,100,394.53</b>	<b>\$11,003.95</b>	<b>\$1,089,390.58</b>

**R-011474-000 Funding Category Report**

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
UNF	1,100,394.53	11,003.95	856,026.59	233,363.99	1,089,390.58
<b>Totals:</b>	<b>\$1,100,394.53</b>	<b>\$11,003.95</b>	<b>\$856,026.59</b>	<b>\$233,363.99</b>	<b>\$1,089,390.58</b>

**R-011474-000 Funding Source Report**

Accounting No.	Funding Source	Amount Paid This Pay Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
UNF	Unfunded	233,363.99	1,181,523.95	1,181,523.95	1,089,390.58
<b>Totals:</b>		<b>\$233,363.99</b>	<b>\$1,181,523.95</b>	<b>\$1,181,523.95</b>	<b>\$1,089,390.58</b>

**CITY OF LINO LAKES**  
 600 Town Center Parkway  
 Lino Lakes, MN 55014-1182  
 Project No. R-011474-000  
 Pay Voucher No. 6

<b>R-011474-000 Project Material Status</b>									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
<b>Schedule A - Street Improvements</b>									
1	2021.501	MOBILIZATION	LS	\$35,000.00	1	0.016	\$560.00	1.016	\$35,560.00
2	2101.502	CLEARING	TREE	\$400.00	5	0	\$0.00	9	\$3,600.00
3	2101.507	GRUBBING	TREE	\$400.00	5	0	\$0.00	9	\$3,600.00
4	2104.501	REMOVE CURB & GUTTER	L F	\$5.00	1875	0	\$0.00	1860	\$9,300.00
5	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$9.00	593	0	\$0.00	270.5	\$2,434.50
6	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	\$7.00	682	0	\$0.00	462.7	\$3,238.90
7	2104.505	REMOVE BITUMINOUS PAVEMENT	S Y	\$5.00	7541	981.3	\$4,906.50	8522.3	\$42,611.50
8	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	\$3.00	32	1559	\$4,677.00	1591	\$4,773.00
9	2104.523	SALVAGE SIGN	EACH	\$50.00	5	0	\$0.00	5	\$250.00
10	2104.523	SALVAGE MAIL BOX	EACH	\$40.00	32	0	\$0.00	37	\$1,480.00
11	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	LS	\$3,000.00	1	0	\$0.00	1	\$3,000.00
12	2105.501	COMMON EXCAVATION (EV) (P)	C Y	\$20.00	2144	0	\$0.00	2144	\$42,880.00
13	2105.507	SUBGRADE EXCAVATION (EV)	C Y	\$15.00	2719	0	\$0.00	2719	\$40,785.00
14	2105.522	SELECT GRANULAR BORROW (CV)	C Y	\$18.00	2201	0	\$0.00	2191.3	\$39,443.40
15	2105.522	SELECT GRANULAR BORROW MOD (CV)	C Y	\$25.00	300	0	\$0.00	0	\$0.00
16	2105.601	DEWATERING	LS	\$0.01	1	0	\$0.00	1	\$0.01
17	2105.604	SOIL STABILIZATION GEOGRID	S Y	\$4.00	1413	0	\$0.00	1667	\$6,668.00
18	2105.604	GEOTEXTILE FABRIC TYPE V	S Y	\$1.80	8530	0	\$0.00	7729	\$13,912.20
19	2112.501	SUBGRADE PREPARATION	RDST	\$700.00	23	11.5	\$8,050.00	23	\$16,100.00
20	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$140.00	30	9	\$1,260.00	11.5	\$1,610.00

**CITY OF LINO LAKES**  
 600 Town Center Parkway  
 Lino Lakes, MN 55014-1182  
 Project No. R-011474-000  
 Pay Voucher No. 6

**R-011474-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
21	2130.501	WATER	MGAL	\$32.00	100	0	\$0.00	0	\$0.00
22	2211.501	AGGREGATE BASE CLASS 5	TON	\$18.00	2815	0	\$0.00	4473.3	\$80,519.40
23	2212.507	DRAINABLE AGGREGATE BASE; TYPE DSB (CV)	C Y	\$40.00	518	0	\$0.00	593	\$23,720.00
24	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.30	339	300	\$990.00	300	\$990.00
25	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$73.00	602	643.17	\$46,951.41	643.17	\$46,951.41
26	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	TON	\$70.00	803	140.6	\$9,842.00	894.46	\$62,612.20
27	2360.503	TYPE SP 9.5 WEARING COURSE MIX (2,B), 3.0" THICK	S Y	\$40.00	682	138	\$5,520.00	600.1	\$24,004.00
28	2504.602	IRRIGATION SYSTEM REPAIR	EACH	\$500.00	13	6	\$3,000.00	6	\$3,000.00
29	2505.601	UTILITY COORDINATION	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
30	2531.501	CONCRETE CURB AND GUTTER, DESIGN MOUNTABLE	L F	\$16.28	4616	120	\$1,953.60	4470	\$72,771.60
31	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$120.00	593	11	\$1,320.00	290	\$34,800.00
32	2540.602	MAIL BOX	EACH	\$25.00	2	0	\$0.00	1	\$25.00
33	2540.602	MAIL BOX SUPPORT	EACH	\$50.00	2	0	\$0.00	3	\$150.00
34	2540.602	MAIL BOX (TEMPORARY)	EACH	\$35.00	32	0	\$0.00	38	\$1,330.00
35	2540.602	INSTALL MAIL BOX	EACH	\$50.00	32	0	\$0.00	38	\$1,900.00
36	2563.601	TRAFFIC CONTROL	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
37	2564.602	INSTALL SALVAGED SIGN	EACH	\$250.00	5	0	\$0.00	5	\$1,250.00
38	2573.502	SILT FENCE, TYPE HEAVY DUTY	L F	\$2.00	1000	0	\$0.00	0	\$0.00
39	2573.505	FLOTATION SILT CURTAIN TYPE STILL WATER	L F	\$15.00	100	0	\$0.00	50	\$750.00
40	2573.530	STORM DRAIN INLET PROTECTION	EACH	\$150.00	18	0	\$0.00	19	\$2,850.00

**CITY OF LINO LAKES**  
 600 Town Center Parkway  
 Lino Lakes, MN 55014-1182  
 Project No. R-011474-000  
 Pay Voucher No. 6

**R-011474-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
41	2573.533	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$2.50	1500	0	\$0.00	340	\$850.00
42	2573.533	SEDIMENT CONTROL LOG TYPE ROCK	L F	\$11.00	50	0	\$0.00	0	\$0.00
43	2573.535	STABILIZED CONSTRUCTION EXIT	LS	\$2,000.00	1	0	\$0.00	1	\$2,000.00
44	2574.525	BOULEVARD TOPSOIL BORROW	C Y	\$41.00	120	30	\$1,230.00	95	\$3,895.00
45	2575.505	SODDING, TYPE LAWN (INCL TOPSOIL & FERT)	S Y	\$12.00	3949	3508	\$42,096.00	3508	\$42,096.00
46	2575.535	WATER (TURF ESTABLISHMENT)	MGAL	\$42.50	50	146	\$6,205.00	146	\$6,205.00
47	2575.570	RAPID STABILIZATION METHOD 2	ACRE	\$3,125.00	1	0	\$0.00	0.528	\$1,650.00
<b>Totals For Section Schedule A - Street Improvements:</b>							<b>\$138,561.51</b>		<b>\$691,566.12</b>
<b>Schedule B - Drainage Improvements</b>									
48	2021.501	MOBILIZATION	LS	\$9,000.00	1	0	\$0.00	1	\$9,000.00
49	2101.501	CLEARING	ACRE	\$10,000.00	0.1	0	\$0.00	0.1	\$1,000.00
50	2101.506	GRUBBING	ACRE	\$10,000.00	0.1	0	\$0.00	0.1	\$1,000.00
51	2104.501	REMOVE SEWER PIPE (STORM)	L F	\$15.00	173	0	\$0.00	119	\$1,785.00
52	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	\$550.00	6	0	\$0.00	5	\$2,750.00
53	2105.501	COMMON EXCAVATION (EV)	C Y	\$20.00	830	530	\$10,600.00	1360	\$27,200.00
54	2105.511	CHANNEL AND POND EXCAVATION	C Y	\$65.00	20	0	\$0.00	20	\$1,300.00
55	2105.523	COMMON BORROW (CV)	C Y	\$22.00	23	0	\$0.00	23	\$506.00
56	2105.601	DEWATERING	LS	\$0.01	1	0	\$0.00	1	\$0.01
57	2105.607	1 1/2" CLEAR ROCK	C Y	\$60.00	50	0	\$0.00	54.2	\$3,252.00
58	2123.610	UTILITY CREW	HOUR	\$600.00	5	4.74	\$2,844.00	12.892	\$7,735.20
59	2451.509	AGGREGATE BEDDING (CV)	C Y	\$27.00	213	0	\$0.00	515.3	\$13,913.10
60	2501.515	12" RC PIPE APRON	EACH	\$850.00	2	0	\$0.00	1	\$850.00
61	2501.515	24" RC PIPE APRON	EACH	\$1,200.00	1	0	\$0.00	1	\$1,200.00
62	2501.602	18" PIPE APRON	EACH	\$1,100.00	1	0	\$0.00	1	\$1,100.00
		TRASH GUARD							

**CITY OF LINO LAKES**  
 600 Town Center Parkway  
 Lino Lakes, MN 55014-1182  
 Project No. R-011474-000  
 Pay Voucher No. 6

**R-011474-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
63	2501.602	FOR 12" PIPE APRON	EACH	\$350.00	2	0	\$0.00	1	\$350.00
64	2501.602	TRASH GUARD FOR 18" PIPE APRON	EACH	\$550.00	1	0	\$0.00	1	\$550.00
65	2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	\$750.00	1	0	\$0.00	1	\$750.00
66	2502.541	4" PERF PE PIPE DRAIN	L F	\$15.00	1000	843	\$12,645.00	2043	\$30,645.00
67	2502.541	6" PERF PE PIPE DRAIN	L F	\$22.00	230	200	\$4,400.00	200	\$4,400.00
68	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	\$425.00	3	4	\$1,700.00	4	\$1,700.00
69	2503.521	22" SPAN RC PIPE-ARCH SEWER CL IIA	L F	\$84.00	98	0	\$0.00	71	\$5,964.00
70	2503.541	12" RC PIPE SEWER DES 3006 CL V	L F	\$43.00	649	0	\$0.00	370	\$15,910.00
71	2503.541	15" RC PIPE SEWER DES 3006 CL V	L F	\$44.00	442	0	\$0.00	441	\$19,404.00
72	2503.541	24" RC PIPE SEWER DES 3006 CL V	L F	\$75.00	86	0	\$0.00	95	\$7,125.00
73	2506.501	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$510.00	27	0	\$0.00	18.65	\$9,511.50
74	2506.501	CONST DRAINAGE STRUCTURE DES 60-4020	L F	\$650.00	5	0	\$0.00	4.45	\$2,892.50
75	2506.501	CONST DRAINAGE STRUCTURE DES 72-4020	L F	\$1,000.00	5	0	\$0.00	10.7	\$10,700.00
76	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$1,800.00	12	1	\$1,800.00	13	\$23,400.00
77	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EACH	\$3,100.00	1	0	\$0.00	1	\$3,100.00
78	2506.516	CASTING ASSEMBLY	EACH	\$450.00	10	0	\$0.00	8	\$3,600.00
79	2506.522	ADJUST FRAME & RING CASTING	EACH	\$500.00	1	0	\$0.00	0	\$0.00
80	2506.602	SEAL MANHOLE	EACH	\$725.00	22	19	\$13,775.00	19	\$13,775.00



**CITY OF LINO LAKES**  
 600 Town Center Parkway  
 Lino Lakes, MN 55014-1182  
 Project No. R-011474-000  
 Pay Voucher No. 6

**R-011474-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
81	2511.501	RANDOM RIPRAP CLASS III	C Y	\$120.00	24	0	\$0.00	14	\$1,680.00
82	2572.607	ENGINEERED SOIL	C Y	\$45.00	180	104.4	\$4,698.00	104.4	\$4,698.00
83	2574.525	BOULEVARD TOPSOIL BORROW	C Y	\$41.00	30	0	\$0.00	0	\$0.00
84	2575.502	SEED MIXTURE 33-262	LB	\$12.00	56	0	\$0.00	6.1	\$73.20
85	2575.502	SEED MIXTURE 32-241	LB	\$19.00	8	0	\$0.00	0	\$0.00
86	2575.505	SODDING, TYPE LAWN (INCL TOPSOIL & FERT)	S Y	\$10.00	890	298	\$2,980.00	298	\$2,980.00
87	2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$1.30	2410	0	\$0.00	800	\$1,040.00
88	2575.525	TURF REINFORCEMENT MAT CATEGORY 4	S Y	\$16.00	510	0	\$0.00	0	\$0.00
89	2575.572	RAPID STABILIZATION METHOD 4	S Y	\$1.65	979	1400	\$2,310.00	1400	\$2,310.00
<b>Totals For Section Schedule B - Drainage Improvements:</b>							<b>\$57,752.00</b>		<b>\$239,149.51</b>
<b>Schedule C - Sanitary Sewer Improvements</b>									
90	2021.501	MOBILIZATION	LS	\$4,000.00	1	0	\$0.00	1	\$4,000.00
91	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	\$1,000.00	4	0	\$0.00	0	\$0.00
92	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	\$700.00	4	0	\$0.00	0	\$0.00
93	2503.602	8"X4" PVC WYE	EACH	\$700.00	2	0	\$0.00	0	\$0.00
94	2503.603	8" PVC PIPE SEWER - SDR 35	L F	\$90.00	100	0	\$0.00	0	\$0.00
95	2503.603	4" PVC PIPE SEWER - SDR 26	L F	\$70.00	60	0	\$0.00	0	\$0.00
96	2503.603	8" CURED-IN-PLACE PIPE SYSTEM	L F	\$29.00	2245	0	\$0.00	2254	\$65,366.00
97	2506.516	CASTING ASSEMBLY (SANITARY)	EACH	\$900.00	9	0	\$0.00	9	\$8,100.00
98	2506.602	CHIMNEY SEALS (EXTERNAL)	EACH	\$180.00	9	0	\$0.00	9	\$1,620.00
99	2506.602	LINE 48" DIA SAN SEWER	L F	\$320.00	100	0	\$0.00	100	\$32,000.00

**CITY OF LINO LAKES**  
 600 Town Center Parkway  
 Lino Lakes, MN 55014-1182  
 Project No. R-011474-000  
 Pay Voucher No. 6

**R-011474-000 Project Material Status**

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Pay Voucher	Amount This Pay Voucher	Quantity To Date	Amount To Date
		MANHOLE							
<b>Totals For Section Schedule C - Sanitary Sewer Improvements:</b>							<b>\$0.00</b>		<b>\$111,086.00</b>
<b>Alternate 1 - Sanitary Sewer Improvements</b>									
100	2503.602	LATERAL CONNECTION HAT	EACH	\$3,400.00	23	0	\$0.00	16	\$54,400.00
<b>Totals For Section Alternate 1 - Sanitary Sewer Improvements:</b>							<b>\$0.00</b>		<b>\$54,400.00</b>
<b>Alternate 2 - Miscellaneous Improvements</b>									
101	2331.501	JOINT ADHESIVE - MASTIC	L F	\$0.65	4616	4616	\$3,000.40	4616	\$3,000.40
102	2502.541	6" PERF PE PIPE DRAIN	L F	\$18.00	420	0	\$0.00	0	\$0.00
103	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	\$500.00	4	0	\$0.00	0	\$0.00
104	2503.603	12" CURED-IN-PLACE PIPE SYSTEM	L F	\$53.00	105	0	\$0.00	22.5	\$1,192.50
105	2571.501	CONIFEROUS TREE 10' HT B&B	TREE	\$500.00	5	0	\$0.00	0	\$0.00
106	2571.502	DECIDUOUS TREE 2.5" CAL B&B	TREE	\$500.00	5	0	\$0.00	0	\$0.00
<b>Totals For Alternate 2 - Miscellaneous Improvements:</b>							<b>\$3,000.40</b>		<b>\$4,192.90</b>
<b>Project Totals:</b>							<b>\$199,313.91</b>		<b>\$1,100,394.53</b>

## **2019 LaMotte Area Street & Utility Improvement Project**

### *Project Description*

The project consisted of the lining of approximately 2,300 feet of existing 8-inch and 12-inch sanitary sewer main as well as the lining of 9 sanitary sewer structures and installation of new chimney seals and castings on 9 total sanitary sewer structures. The streets construction took place included:

- Lamotte Drive from the south end to the Lino Lakes/Centerville border
- Lamotte Circle

### *I/I Mitigation*

The project reduced infiltration through the lining of existing deteriorating sanitary main and sanitary manholes as well as the installation of new chimney seals and castings on structures.

### *Ownership Value and Useful Life*

The ownership value is equal to the improvement cost of \$162,678.50. The useful life of the improvement is anticipated to be 40 years.

# Accounts Payable

## Checks by Date - Summary by Check Date

User: tracy.thoma  
Printed: 10/30/2019 1:51 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
109091	1369	Forest Lake Contracting, Inc.	10/22/2018	278,738.69
Total for 10/22/2018:				278,738.69
109557	1369	Forest Lake Contracting, Inc.	01/14/2019	333,641.02
109558	1369	Forest Lake Contracting, Inc.	01/14/2019	128,373.69
Total for 1/14/2019:				462,014.71
110174	1369	Forest Lake Contracting, Inc.	05/13/2019	66,740.82
Total for 5/13/2019:				66,740.82
110436	1369	Forest Lake Contracting, Inc.	06/24/2019	48,532.37
Total for 6/24/2019:				48,532.37
110995	1369	Forest Lake Contracting, Inc.	09/23/2019	233,363.99
Total for 9/23/2019:				233,363.99
Report Total (6 checks):				1,089,390.58

**CITY OF LINO LAKES**

**RESOLUTION NO. 23-20**

**RESOLUTION ACCEPTING AND APPROVING THE GRANT AGREEMENT  
BETWEEN THE CITY OF LINO LAKES AND THE  
METROPOLITAN COUNCIL OF ENVIRONMENTAL SERVICES FOR THE  
IMPROVEMENT OF PUBLICALLY OWNED INFRASTRUCTURE AND  
APPROVING CERTIFICATE OF REAL PROPERTY**

**WHEREAS**, the Minnesota Legislature has appropriated to the Metropolitan Council of Environmental Services (MCES) in the 2020 State Bonding Bills, \$5,000,000 for a grant program to be administered by the MCES for the purpose of providing grants to municipalities for capital improvements to public municipal wastewater collection systems to reduce the amount of inflow and infiltration to the MCES metropolitan sanitary sewer disposal system (I/I Municipal Grant Program).

**WHEREAS**, the MCES has identified the City of LINO LAKES as a contributor of excessive inflow and infiltration to the MCES metropolitan sanitary sewer disposal system and thus an eligible applicant for grant funds under the I/I Municipal Grant Program.

**WHEREAS**, grant monies will be awarded to pre-approved municipalities for a pre-determined amount up to 50% of eligible improvements completed between January 1, 2021 and December 31, 2022.

**WHEREAS**, The City of LINO LAKES has submitted an application to the Metropolitan Council of Environmental Services (MCES) for grant funding for improvements to the publicly owned sanitary sewer system to reduce inflow and infiltration; and

**WHEREAS**, The MCES has determined to contribute one-half of the actual amount of eligible expenses during the grant activity period up to an estimated Preliminary Minimum Allocation (PMA) of \$50,000. In addition to the PMA an additional Final Reimbursement Amount (FRA) will be allocated proportionally to grant participants, determined based on eligible project expenses submitted and available remaining grant program funds.

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

1. The City of LINO LAKES has budgeted and completed the City's portion of the improvements as set forth in the agreement; and
2. The City Council agrees to accept and approve the Grant Agreement between the City of LINO LAKES and the Metropolitan Council of Environmental Services; and
3. The City Council hereby authorizes the City Administrator and the City Clerk to execute said Agreement for and on behalf of the City of LINO LAKES.
4. The City Council hereby approves the Certificate of Real Property.

Adopted by the Council of the City of Lino Lakes this 13<sup>th</sup> day of March, 2023.

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:

\_\_\_\_\_  
Hannah Lynch, City Clerk