



CITY COUNCIL AGENDA

Updated 1/9/25

Monday, January 13, 2025

Broadcast on Cable TV Channel 16
and northmetrotv.com/lino-lakes-stream

City Council: Mayor Rafferty, Councilmembers Cavegn, Lyden, Ruhland and Stoesz
Interim City Administrator: Dave Pecchia

SPECIAL CITY COUNCIL WORK SESSION & CLOSED MEETING 5:30 P.M.

Community Room (Not televised) | No Public Comment allowed per the Rules of Decorum

1. Call to Order and Roll Call
2. Setting the Agenda: Addition or Deletion of Agenda Items
3. Closed Session, Attorney-Client Privilege: Zikar Holdings LLC v. City of Lino Lakes
4. Adjournment

CITY COUNCIL WORK SESSION 6:00 P.M.

Community Room (Not televised) | No Public Comment allowed per the Rules of Decorum

1. Call to Order and Roll Call
2. Setting the Agenda: Addition or Deletion of Agenda Items
3. Review Regular Agenda
4. Adjournment

CITY COUNCIL MEETING, 6:30 P.M.

Council Chambers | Televised

- Call to Order and Roll Call
- Pledge of Allegiance
- Public Comment
Sign-in prior to start of meeting per Rules of Decorum
- Setting the Agenda: Addition or Deletion of Agenda Items

1. CONSENT AGENDA

- A. Approval of Expenditures for January 13, 2025 (Check No. 121898 through 122120) in the Amount of \$4,572,169.48

- B. Approval of the Hiring Part-Time Rookery Activity Center Staff
- C. Approval of December 9, 2024 Work Session Minutes
- D. Approval of December 9, 2024 Council Meeting Minutes
- E. Approval of 2025 Annual Appointments
- F. Approval of 2025 City Board and Committee Appointments
- G. Approval of January 6, 2025 Special Work Session Minutes
- H. Approval of Public Purpose Expenditure Policy
- I. Approval of Revised Rules of Decorum Policy

2. FINANCE DEPARTMENT REPORT

No Report

3. ADMINISTRATION DEPARTMENT REPORT

- A. Consider Appointment of Interim Public Safety Director, Meg Sawyer
- B. Consider Approval of Contracting Services for Interim Finance Director, Meg Sawyer
- C. Consider Approval of Axon Digital Mobile Evidence System, Dave Pecchia
- D. Consider Appointment of Part-Time Firefighter Appointment, Meg Sawyer
- E. Consider Appointment of Paid On-Call Firefighter Appointment, Meg Sawyer
- F. Consider Approval of Police Fleet Replacement Purchase, Dave Pecchia

4. PUBLIC SAFETY DEPARTMENT REPORT

No Report

5. PUBLIC SERVICES DEPARTMENT REPORT

- A. Consider Resolution No. 25-02, Approving Payment No. 4 (Final), Watermark Park Project, Diane Hanke

6. COMMUNITY DEVELOPMENT REPORT

- A. Slater Addition, Katie Larsen
 - a. Consider Resolution No. 25-07 Approving Final Plat
 - b. Consider Resolution No. 25-08 Approving Development Agreement
- B. Spargur Estates, Katie Larsen
 - a. Consider Resolution No. 25-09 Approving Final Plat
 - b. Consider Resolution No. 25-10 Approving Development Agreement
- C. Consider Resolution No. 25-04, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid, Market Place Drive Realignment Project, Diane Hanke

- D. Consider Resolution No. 25-05, Approving Purchase Agreement, Winter Property Acquisition, Michael Grochala
- E. Consider Resolution No. 25-06, Authorizing Professional Services Agreement for Preparation of I-35E Corridor AUAR Update, Michael Grochala
- F. Consider Resolution No. 25-03, Approving Payment No. 1 (Final), Utility Repair Project, Diane Hanke

7. UNFINISHED BUSINESS

No Report

8. NEW BUSINESS

No Report

9. NOTICES AND COMMUNICATIONS

- A. Community Calendar: A Look Ahead
 - i. January 15, 2025: Special City Council Work Session with Advisory Boards at 6:00 PM in the Council Chambers

Closed Meeting – Council Work Room

- A. Labor Negotiations – Closed Meeting pursuant to Minnesota Statutes §13D.03

ADJOURNMENT



Expenditures

January 13, 2025

Check #121898 to #122120

\$4,572,169.48

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 121898 - 122120

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
12/23/2024	121898	AARP	December AARP Safe Driving Class	185.00
12/23/2024	121899	Able Hose & Rubber LLC	Fitting to Make a Long Suction Hose for	64.52
12/23/2024	121900	AFLAC	December Insurance Premiums	408.58
12/23/2024	121901	Alexander P. Schwartz	4th Quarter Stipend	150.00
12/23/2024	121902	Allied Oil & Tire Company	55 Gallon Drum of 0w20 Engine Oil, 55 G	1,672.00
12/23/2024	121903	Anoka County Property Records	2425561.012 Doc No. - Easement Vacation	46.00
			2425943.001 Doc. No. - Water Treatment	46.00
				92.00
12/23/2024	121904	Anoka County Treasury Office	Smart Salting for Street Staff	175.00
			Dec 2024 CAC Fiber	225.00
			Q2 2024 Signal Billing	1,856.45
				2,256.45
12/23/2024	121905	Aspen Mills, Inc.	Dept Exp - C. Heather	603.99
			Dept Exp - B. Searles	472.34
			Dept Exp - T. Bertz	72.84
			Dept Exp - 511 Jacket Panels	124.05
			Uniform Allowance - K. Wills	179.95
			Uniform Allowance - A. Halverson	234.60
			Dept Exp - Explorer Pant	34.50
			Dept Exp - B. Searles	33.70
			Dept Exp. T. Bertz	352.28
				2,108.25
12/23/2024	121906	Batteries Plus Bulbs #784	Lift Station UPS Batteries	717.20
			Lift Station UPS Batteries	176.05
			Returned UPS Battery	(32.25)
				861.00
12/23/2024	121907	BOYER TRUCKS - ST. MICHAEL	Exhaust Bracket #200	76.31
12/23/2024	121908	Brian Finke	Tuition Reimbursement	472.00
12/23/2024	121909	BS&A Software LLC	2025 Annual Maint & Change Order #2	76,050.00
12/23/2024	121910	Bureau of Criminal Apprehensi	Background Check - S. Martinson	33.25
12/23/2024	121911	Camfil USA, Inc	Filters for HVAC System	1,022.92
12/23/2024	121912	Centennial Utilities	Gas Utilities	7,918.91
12/23/2024	121913	CenturyLink	Telephone - Rookery Fire Protection Equ	67.32
			Telephone - Civic Complex Fire Protecti	68.59
			Telephone - Rookery Pool Emergency Phon	142.71
				278.62
12/23/2024	121914	City of St. Paul	ASPHALT	307.32
12/23/2024	121915	Citygate Associates, LLC	Operational Study of Public Safety Dept	11,802.16
12/23/2024	121916	Comcast	PHONE & INTERNET SERVICES	167.32
12/23/2024	121917	Connexus Energy	2065 Watermark Way Pavilion	16.74

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- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
12/23/2024	121918	Dey Distributing	FLAT IGNITOR FOR POOL BOILER	44.64
			Arm Sprayer for PD Dishwasher	28.96
			Flame Sensor	37.91
				<u>111.51</u>
12/23/2024	121919	Ehlers and Associates	Response to OSA on 2023 Report	498.75
			Sports Dome Review & Analysis	490.00
			Communications Regarding OSA Response	137.50
				<u>1,126.25</u>
12/23/2024	121920	Emergency Apparatus Maintenance	Light Bar Repair #625	385.24
			Replace Front Marker Lights #625	99.10
				<u>484.34</u>
12/23/2024	121921	Emergency Automotive Technology	Fleet Parts	38.78
12/23/2024	121922	Factory Motor Parts Company	FLEET PARTS	7.80
			FLEET PARTS	151.88
			FLEET PARTS	39.99
			FLEET PARTS	47.20
			FLEET PARTS	32.28
			FLEET PARTS	47.52
			FLEET PARTS	115.00
			FLEET PARTS	10.56
			FLEET PARTS	51.12
			FLEET PARTS	35.52
			FLEET PARTS	10.56
			FLEET PARTS	192.37
			FLEET PARTS	64.36
			FLEET PARTS	176.60
			Rear Brake Pads #416	57.88
			Front Brake Rotors & Brake Pads #259	204.25
			Fleet Parts	(143.20)
				<u>1,101.69</u>
12/23/2024	121923	Finance & Commerce, Inc.	AFB Lino Lakes Public Works Facility	61.74
12/23/2024	121924	Forest Lake Sportsmen's Club	Range Fees-Dec 2024	720.00
12/23/2024	121925	Fun Services	Secret Holiday Shop Gifts	1,282.34
12/23/2024	121926	Gopher State One-Call	November Locate Tickets	387.45
12/23/2024	121927	Governmentjobs.com, Inc	Insight Subscription 1/28/2025 - 1/27/2	5,054.05
12/23/2024	121928	H&H Contractors LLC	Legacy Sidewalk Improvements	17,465.85
12/23/2024	121929	Hach Company	Chemical Reagents- water Sampling	1,128.38
12/23/2024	121930	Hawkins, Inc.	Chemicals- Chlorine Cylinders	110.00
			Pool Chemicals	1,224.86
			Chemicals	2,019.63
			Chemicals	<u>6,048.92</u>

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Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
				9,403.41
12/23/2024	121931	Huebsch Services	Rug Service	1,263.69
12/23/2024	121932	Hugo Equipment Company	Chainsaw Parts	6.99
12/23/2024	121933	Hugo's Tree Care, Inc	Tree Removals	16,000.00
12/23/2024	121934	Image Printing & Graphics, In	2025 Recycling Saturday Postcards	1,728.24
12/23/2024	121935	Imperial Dade	Janitorial Supplies	98.05
			Floor Scrubber Replacement Parts	51.50
			Janitorial Supplies	134.80
			Squeegee Head	37.96
			Bathroom Supplies- Toilet Paper, Hand S	273.81
				596.12
12/23/2024	121936	Infinite Health Collaborative Team	Wellness Education	500.00
12/23/2024	121937	INNOVATIVE HIGH PERFORMANCE C	2024 Manhole Rehab	44,500.00
12/23/2024	121938	Innovative Office Solutions L	Calendars, Pens, Toner, and Paper	479.35
12/23/2024	121939	Instrumental Research, Inc.	Monthly Water Sampling and New Construc	336.00
12/23/2024	121940	Interstate Power Systems, Inc	Replacement Coolant Heater For PD Gener	408.59
			Towable Generator	71,000.00
				71,408.59
12/23/2024	121941	Isaac Wipperfurth	4th Quarter Stipend	300.00
12/23/2024	121942	J. Becher & Associates, Inc.	Re-Wiring Pool Pump	261.83
			Replace Charger at Lift Station 15	355.00
			Repair lights at PW and PD	1,057.97
				1,674.80
12/23/2024	121943	John E. Sullivan	4th Quarter Stipend	300.00
12/23/2024	121944	Jonathan Parsons	4th Quarter Stipend	225.00
12/23/2024	121945	Julia Nelson	4th Quarter Stipend	225.00
12/23/2024	121946	Kennedy & Graven, Chartered	October Legal Sports Dome Project	66.00
			October Legal Legacy at Woods Edge TIF	308.00
				374.00
12/23/2024	121947	Kimley-Horn And Associates, I	Main Street Master Plan and AUAR	55,496.29
12/23/2024	121948	Landform	Colonial Woods CPA	3,303.00
12/23/2024	121949	Language Line Services	Interpretation Services	177.16
12/23/2024	121950	LEAST Services/Counseling, LL	Monthly Retainer Fee	180.00
12/23/2024	121951	Lil Explorers Properties Buff	Long Term Escrow Closure - Milestones A	6,236.58
12/23/2024	121952	Lindsay Buchmeier	4th Quarter Stipend	225.00
12/23/2024	121953	Lucken Auto Glass	windshield Replacement #263	370.00
			windshield Replacement #308	345.00
				715.00

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Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
12/23/2024	121954	Macqueen Equipment, Inc.	Circuit Board for Electric Fan	901.40
12/23/2024	121955	Mansfield Oil Company	Gasoline & Diesel Fuel	6,933.35
			1,900 Gallons of Gasoline, 1,200 Gallon	8,919.88
			900 Gallons of Diesel, 1,900 Gallons of	8,192.15
				<u>24,045.38</u>
12/23/2024	121956	Menards - Forest Lake	CITY HALL WARMING HOUSE HEATER REPAIR S	3.45
			Toilet Repair Supplies Fire 1	29.70
			Hose and Union to Fill Boiler at Well 6	17.84
			Heater For City Hall Park Warming House	382.49
			Supplies to Make Suction Pipe for Vac T	70.31
			Regulator for City Hall Park Warming Ho	34.59
			Tubing to Repair Heater at City Hall Pa	4.59
				<u>542.97</u>
12/23/2024	121957	Met Council Environmental Ser	NOVEMBER 2024 SAC	12,300.75
12/23/2024	121958	Metro Sales Incorporated	PD Ricoh Printer	36.00
			City Hall Ricoh Map Printer	32.18
			City Hall CD Copier	152.36
			City Hall Copy Room Copier	648.75
				<u>869.29</u>
12/23/2024	121959	Michael Root	4th Quarter Stipend	400.00
12/23/2024	121960	Midway Ford Company	(2) Front Struts #316	185.44
12/23/2024	121961	Minnesota Fire Service Certif	Certification Exams	447.75
12/23/2024	121962	MN Department of Labor & Indu	Fire Station 2 Pressure Vessel	10.00
12/23/2024	121963	MN Metro North Tourism Board	November Tourism Tax	4,539.00
12/23/2024	121964	MNSPECT, LLC	November Inspections	5,440.00
12/23/2024	121965	NAC Mechanical & Electrical	Fire Station 2 HVAC Pump Alarm	1,703.00
			Rookery Condensing Unit, Excessive Cycl	2,332.00
			Simi-Annual Invoice for Boiler, RPZ, an	3,430.00
			Assembling KN 10 Boiler After Cleaning	2,860.00
			Condensing Units 1 and 2 Hot Gassing an	538.93
			Troubleshooting Compressor on Dectron P	705.00
			Emergency Expansion Tank Repair	2,256.00
			RTU #4 Repair	1,693.00
			Replaced Burners in Pool Boiler	2,868.49
			RTU 2 Short Cycling and RTU 4 No Power	4,950.00
				<u>23,336.42</u>
12/23/2024	121966	Nathan Vojtech	4th Quarter Stipend	225.00
12/23/2024	121967	Neil Evenson	4th Quarter Stipend	225.00
12/23/2024	121968	O'Reilly Automotive Stores	FLEET PARTS	185.02
			FLEET PARTS	12.30
			FLEET PARTS	11.69

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- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
			FLEET PARTS	3.80
			FLEET PARTS	4.92
			FLEET PARTS	19.71
			Fleet Parts	91.96
			Battery for #141	122.40
			Battery Core Return Credit	(10.00)
				<hr/> 441.80
12/23/2024	121969	Park Construction Company	Pay Voucher 6 - 2024 Street Rehab	1,220.87
12/23/2024	121970	Patrick Kohler	4th Quarter Stipend	225.00
12/23/2024	121971	Perry Laden	4th Quarter Stipend	300.00
12/23/2024	121972	Pomp's Tire Service, Inc.	FLEET PARTS	381.16
12/23/2024	121973	PreCise MRM LLC	Data Plan For GPS on Equipment	160.00
12/23/2024	121974	Premium Waters, Inc.	Kandiyohi Water	86.91
12/23/2024	121975	Press Publications, Inc.	RFP Lino Lakes Public Works Facility	82.88
			Ord. No. 14-24 Vacating Drainage & Util	59.20
			Ord. No. 15-24 Vacating Drainage & Util	59.20
			Ord. No. 17-24 Rezoning from NB to GB-	59.20
				<hr/> 260.48
12/23/2024	121976	Primary Products Company	Medical Gloves	200.55
12/23/2024	121977	Quadient Finance USA, Inc.	Postage Machine Postage	500.00
12/23/2024	121978	Roadkill Animal Control	Roadkill Removal	309.00
12/23/2024	121979	Safe-Fast, Inc.	Misc PPE	176.56
12/23/2024	121980	Schoonover Bodyworks & Autoca	Claim #CA392397 Autobody Repair #807	4,753.80
12/23/2024	121981	Shawn C. Holmes	4th Quarter Stipend	75.00
12/23/2024	121982	Shred-it, c/o Stericycle, Inc	Document Destruction	138.42
12/23/2024	121983	Springbrook Holding Company,	November Civic Pay Credit Card Fees	921.00
12/23/2024	121984	Squires, Waldspurger & Mace P	October Legal	10,746.61
12/23/2024	121985	Staples Inc.	Office Supplies	981.53
12/23/2024	121986	Steve Heinz	Holiday Shop Santa and Mrs. Claus	450.00
12/23/2024	121987	Streicher's, Inc.	Uniform Allowance - Z. Crowley	54.99
12/23/2024	121988	Suzanne Guthmuller	4th Quarter Stipend	300.00
12/23/2024	121989	TASC - Client Invoices	November Admin Fees	73.70
12/23/2024	121990	Valley-Rich Co., Inc.	Emergency Gate Valve Repair	5,271.26
12/23/2024	121991	W.W. Goetsch Associates, Inc.	Stuck Pump on Water Slide	1,607.00
12/23/2024	121992	Walters Recycling & Refuse	Trash & Recycling	1,438.06
			Trash & Recycling	291.29
				<hr/> 1,729.35
12/23/2024	121993	Water Conservation Service In	Leak Detection Survey	3,174.00
12/23/2024	121994	Winnick Supply, Inc.	Urinal Repair Parts	30.38
12/23/2024	121995	WSB & Associates, Inc.	October Peltier Ponds	89.50
			October North Oaks EAW Review	1,604.50
			October Shuda Farms	492.25
			October Lyngblomsten Nursing Home Facil	457.75

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Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
			October Java Properties - Lino Lakes 2.	3,498.00
			October Spargur Estates	2,174.00
			October I35E & CR J Interchange Project	139.00
			October 2025 Birch Street Sanitary Sewer	797.75
			October Wilkinson Waters Concept	660.00
			October 2024 Pavement Inspections	582.00
			October Watermark 8th Addition	158.00
			October 455 Park Ct - Fiji Cube	469.00
			October Watermark 7th Addition	4,671.00
			October Jansen Addition	688.00
			October 2024 Surface Water Management P	4,780.00
			October Lino Lakes Culver's	714.00
			October Natures Refuge North	220.00
			October 2024 Street Rehab & Trunk Water	721.50
			October Private Utility Permits	3,520.00
			October 2024 GPS/GIS Miscellaneous Assi	1,106.00
			October 2024 General Engineering Servic	7,629.67
			October 2025 Street Reconstruction & Mu	17,724.00
			October Otter Lake Road Extension Desig	21,443.75
			October 2300 Main St - Glamos Wire Stor	1,537.00
			October 440 Park Ct - Lino Lakes Tech C	4,482.00
			October 2023 Surface Water Management P	263.75
			October 399 Elm St (Centennial Middle S	79.00
			October Connexus Substation	110.00
			October Watermark 6th Addition	2,993.50
			October 2023 Lake Drive Trunk Water Mai	715.00
			October Pheasant Run Reconstruction Pro	404.00
			October 2022 Gateway Planning	704.75
			October Water Treatment Plant	45,850.00
			October Belland Farms 2nd Addition	170.00
			October Kwik Trip	442.50
			October Watermark 5th Addition	554.00
			October Otter Crossing 2nd Addition	110.00
			October Watermark Park	625.00
			October Winters Wetland Bank	898.00
			October Nadeau Acres 2nd Addition	340.00
			October Watermark 4th Addition	810.75
			October Lyngblomsten Site Study	1,140.00
			October Natures Refuge	1,378.00
			October 2025 Street Rehabilitation	11,713.00
			October Market Place Dr Realignment	1,320.00
				150,979.92
12/23/2024	121996	Xcel Energy	Electric	4,963.57
12/27/2024	121997	AFSCME Council #5	Remittance Check	530.37
12/27/2024	121998	International Union	Remittance Check	665.00
12/27/2024	121999	Law Enforcement Labor Service	Remittance Check	1,551.00
12/27/2024	122000	Central Pension Fund	December 2024 Central Pension Fund	7,296.00
12/27/2024	122001	NCPERS Group Life Insurance	December 2024 NCPERS Life Insurance Pre	352.00
01/03/2025	122002	AFSCME Council #5	Remittance Check	612.20

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Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
01/03/2025	122003	International Union	Remittance Check	665.00
01/03/2025	122004	Law Enforcement Labor Service	Remittance Check	1,606.00
01/13/2025	122005	1st Choice Document Destruction	Document Destruction - December	840.00
01/13/2025	122006	AARP	AARP CLASS	80.00
01/13/2025	122007	Able Hose & Rubber LLC	Sewer Suction Line Repair	94.39
01/13/2025	122008	Alexandria Technical & Commun	ICPOET Oct-Dec Tuition & Housing	10,975.80
01/13/2025	122009	Anoka County Treasury Office	Q3 2024 Signal Billing	670.69
01/13/2025	122010	Aspen Mills, Inc.	Dept Exp - A Rodvik	163.99
			Dept Exp - R LaDoucer	773.83
			Uniform Allowance-S Bergeron	58.80
				996.62
01/13/2025	122011	Benson-Orth Associates, Inc.	Sunrise Warming House Repairs	15,060.00
01/13/2025	122012	Blaine Lock & Safe, Inc.	Keys for Park Warming Houses	59.50
01/13/2025	122013	Bond Trust Services Corporati	2014A Term Bond Fee	100.00
			2014A Debt Service Payment 02/01/2025	162,242.50
			2015A Debt Service Payment 02/01/2025	243,256.25
			2016A Debt Service Payment 02/01/2025	149,450.00
			2018A Debt Service Payment 02/01/2025	552,768.76
			2020A Debt Service Payment 02/01/2025	302,300.00
			2021A Debt Service Payment 02/01/2025	183,997.50
				1,594,115.01
01/13/2025	122014	Business Essentials	Janitorial Supplies	372.45
01/13/2025	122015	Capital One Trade Credit	2 Side Marker Lights for #701	15.18
			Gate Hinges	24.23
			Handheld Spreader	127.96
			RETURNED CHAINS #713	(58.05)
				109.32
01/13/2025	122016	Cardinal Investigations	Background Investigations (2)	975.00
01/13/2025	122017	Cargill, Inc.	Salt	612.00
			Salt	2,844.01
			Salt	5,760.85
			Salt	5,726.17
				14,943.03
01/13/2025	122018	CenterPoint Energy	Natural Gas	4,013.46
01/13/2025	122019	CenturyLink	Telephone	101.54
01/13/2025	122020	Christopher Lyden	Council Technology Stipend	500.00
01/13/2025	122021	City of Coon Rapids	Q2 2024 TZD Grant	12,030.27
01/13/2025	122022	City of Shoreview	4th Qtr 2024 Utilities	714.04
01/13/2025	122023	Citygate Associates, LLC	Operational Study of Public Safety Dept	8,428.00
01/13/2025	122024	CivicPlus	Archive Social Subscription	6,576.00
01/13/2025	122025	Clark J. Gooder	Q4 2024 Stipend	75.00
01/13/2025	122026	Comcast	Phone & Internet Services	398.22

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01/13/2025	122027	Como Lube & Supplies, Inc.	Recycle Used Oil Filters	60.00
01/13/2025	122028	Compass Peer Groups, LLC	Annual Membership - M. Grochala	1,600.00
01/13/2025	122029	Connexus Energy	Electricity	5,573.98
			Watermark Park Pavilion Electricity	15.69
				5,589.67
01/13/2025	122030	Core & Main LP	Hydrant Repair Parts	7,764.08
01/13/2025	122031	Crysteel Truck Equipment, Inc	Auger Bearing for Salt Dogg Salt Spread	25.57
01/13/2025	122032	Dale K. Stoesz	Council Technology Stipend	500.00
01/13/2025	122033	Dave Pecchia	Expense Reimbursement	27.20
01/13/2025	122034	Delta Dental of Minnesota	Dental Insurance Premiums	5,056.42
			Dental Insurance Premiums	102.08
				5,158.50
01/13/2025	122035	Dimke Excavating, Inc.	Watermark Park	109,857.71
01/13/2025	122036	Due North Custom Construction	PD Break Room Remodel - Final	13,232.00
01/13/2025	122037	Emergency Apparatus Maintenance	Aerial 1 Repairs #622	4,028.03
			Oil Leak/Marker Lights #625	506.15
			Engine 3 Repair #625	313.12
				4,847.30
01/13/2025	122038	Emergency Automotive Technology	Whelen Amber Light Section #303	160.30
01/13/2025	122039	Emergency Technical Decon	Turnout Gear (4)	460.00
01/13/2025	122040	Endurance Fitness of MN, LLC	Monthly Fee	11,665.00
01/13/2025	122041	Factory Motor Parts Company	6 Gallons of HD Antifreeze	104.04
			36 Quarts of 0w20 Engine Oil (Police Ga	167.76
			Fuel Filter #420	23.36
			5 Quarts of 75w140 Gear Lube	59.80
			Oil Filter #807	12.40
				367.36
01/13/2025	122042	Ferguson Waterworks #2518	Blue and Green Marking Paint	146.64
01/13/2025	122043	Fidelity Security Life Insurance	Vision Insurance Premiums	181.03
01/13/2025	122044	Forest Lake Sportsmen's Club	Range Fees May-July 2024	1,800.00
01/13/2025	122045	Frattallone's/Circle Pines AC	Cleaning Supplies, snow shovel	195.21
01/13/2025	122046	Freimuth Enterprises, LLC	December Recycling Saturday	550.00
01/13/2025	122047	GDO Law	December Forfeitures	42.00
			January Prosecutor Contract	8,750.00
				8,792.00
01/13/2025	122048	Gopher State One-Call	Gopher State One Call Ticketing	175.50
01/13/2025	122049	Grainger	Mounting Bracket for Well 5 Heater	169.89
			Well 5 Replacement Heater	554.38

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 121898 - 122120

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
				724.27
01/13/2025	122050	H&L Mesabi Company	Western Plow Cutting Edge (Stock)	548.00
01/13/2025	122051	Hawkins, Inc.	Pool Chemicals	686.90
01/13/2025	122052	Hotsy Minnesota	Repair Pressure Washer & 30 Gallons of	772.38
01/13/2025	122053	Huebsch Services	Mats and Shop Towels	445.55
01/13/2025	122054	Hugo Equipment Company	Chainsaw	331.49
01/13/2025	122055	Hugo's Tree Care, Inc	Bald Eagle Blvd Tree Removal	6,300.00
01/13/2025	122056	Identisys, Inc.	ID Printer Supplies	244.98
			ID Equip Service Contract	611.00
				855.98
01/13/2025	122057	Image Printing & Graphics, In	Business Cards Tom Hoffman	20.00
			Business Cards Calvin Joustra	26.75
			Rookery Brochures	66.90
				113.65
01/13/2025	122058	Imperial Dade	Janitorial Supplies	1,060.87
			Bathroom Supplies	260.83
			Janitorial Repair Part	18.20
			Janitorial Supplies	75.91
			Swiffer Refills, Sweeper Filter, Sanita	139.13
			Janitorial Supplies	166.54
				1,721.48
01/13/2025	122059	Infinite Health Collaborative	9 Fitness Assess-Fire AFG Grant Reimbur	1,890.00
01/13/2025	122060	Innovative Office Solutions	L Tape, Note Pads, Paper	219.50
01/13/2025	122061	Interstate Power Systems, Inc	Lift Station 1 Repair Generator- Low Co	2,324.75
01/13/2025	122062	J. Becher & Associates, Inc.	Wiring Warming House Heater at City Hal	289.46
			Service Line Electrical Repair	1,806.08
				2,095.54
01/13/2025	122063	Joan Karnath	Holiday Lights Trip Refund - Trip Cance	94.00
01/13/2025	122064	Julie Cutts	Q4 2024 Stipend	150.00
01/13/2025	122065	Kathy Ballering	Q4 2024 Stipend	75.00
01/13/2025	122066	Kellie Schmidt	Q4 2024 Stipend	150.00
01/13/2025	122067	Kennedy & Graven, Chartered	Legacy at Woods Edge TIF	176.00
			Sports Dome Project	44.00
				220.00
01/13/2025	122068	Language Line Services	Interpretive Services-Dec	170.98
01/13/2025	122069	Lano Equipment	Rear Roller for Berti Ditch Mower Attac	512.82

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 121898 - 122120

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
			Returned Incorrect Part	(57.32)
				455.50
01/13/2025	122070	League of Minnesota Cities	2025 Membership Dues	21,557.00
			Minnesota Mayors Association Membership	30.00
				21,587.00
01/13/2025	122071	Lennar MN Division	Escrow Release - 2078 Norway Ln	4,900.00
			Escrow Release - 7516 Norway Ln	17,000.00
			Escrow Release - 2127 Norway Ln	3,400.00
			Escrow Release - 2070 Norway Ln	4,400.00
			Escrow Release - 2066 Norway Ln	12,600.00
			Escrow Release - 2026 Norway Ln	4,400.00
			Escrow Release - 2030 Norway Ln	3,900.00
			Escrow Release - 2034 Norway Ln	3,900.00
			Escrow Release - 2087 Norway Ln	5,400.00
			Escrow Release - 2083 Norway Ln	5,400.00
			Escrow Release - 2075 Norway Ln	5,400.00
			Escrow Release - 2052 Watermark Way	5,400.00
			Escrow Release - 7440 Forest Ln	5,900.00
				82,000.00
01/13/2025	122072	Lexipol LLC	Police Policy Manual	9,539.92
			Fire Policy Manuals	3,175.66
				12,715.58
01/13/2025	122073	Liz Sheehy	2024 Winter Photo Contest Winner	25.00
01/13/2025	122074	LRS	Toilet Rental - Birch Park	65.00
			Toilet Rental - City Hall Park	65.00
			Toilet Rental - Lino Park	65.00
			Toilet Rental - Sunrise Park	65.00
			Toilet Rental - Tower Park	65.00
			Toilet Rental - Clearwater Creek	(37.14)
			Toilet Rental - Watermark Park	(37.14)
			Toilet Rental - Highland Meadows	(37.14)
			Toilet Rental - Marshan Park	(37.14)
				176.44
01/13/2025	122075	Macqueen Equipment, Inc.	Turnout Gear - Boots (3)	1,193.41
01/13/2025	122076	Mansfield Oil Company	1800 Gallons of Gasoline, 1,200 Gallons	8,259.73
			800.10 Gallons of Diesel, 1,201 Gallons	5,740.10
				13,999.83

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 121898 - 122120

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
01/13/2025	122077	Martin-McAllister	Public Safety Assessment (2)	1,250.00
01/13/2025	122078	Medica	Health Insurance Premiums	56,976.60
			Health Insurance Premiums	1,242.16
				<u>58,218.76</u>
01/13/2025	122079	Menards - Forest Lake	Maintenance Supplies	59.78
			wiring Harness and LED's for Insert Sa	69.97
			Light Bulb- Streets Shed	21.99
			48 Gallons of Washer Fluid (-20 Degrees	95.55
			Repair Hose for Crane Truck Sprayer	14.39
			2x8 Boards and Screws to Replace Deck o	167.91
				<u>429.59</u>
01/13/2025	122080	Met Council Environmental Ser	February Waste Water Services	112,082.94
01/13/2025	122081	Metro Chief Fire Officers Ass	2025 Membership Dues - B Finke	100.00
			2025 Membership Dues - D L'Allier	100.00
				<u>200.00</u>
01/13/2025	122082	Metro Sales Incorporated	Rookery Copier	545.93
			Public Works Copier	105.66
			PD Ricoh Copier	36.00
			City Hall Copy Room Copier	498.54
			City Hall CD Copier	174.01
			CITY HALL WIDE FORMAT COPIER	42.23
				<u>1,402.37</u>
01/13/2025	122083	Metro-INET	Rookeryactivitycenter.com Domain Renewa	126.51
			January IT Services	29,240.00
			0365 License - C. Joustra	271.00
				<u>29,637.51</u>
01/13/2025	122084	Michael S. Ruhland	Council Technology Stipend	500.00
01/13/2025	122085	Midway Ford Company	Rear Shocks (2) for #315	195.94
			Left Taillight Assembly for #505	55.63
				<u>251.57</u>
01/13/2025	122086	NAC Mechanical & Electrical	Dectron Boiler Replacement	38,000.00
01/13/2025	122087	Nardini Fire Equipment Co	Annual Sprinkler Inspection-Station #1	469.00
			Annual Sprinkler Inspection-Station #2	469.00
				<u>938.00</u>

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 121898 - 122120

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
01/13/2025	122088	Northway Irrigation/Landscape	Highland Meadows Park Irrigation Flow S	129.00
			Fire Station 1 Irrigation Flow Sensor R	129.00
			Birchwood Acres Park Irrigation Flow Se	129.00
				<u>387.00</u>
01/13/2025	122089	O'Reilly Automotive Stores	Battery for #711	39.93
			Battery Core Return #141	(22.00)
				<u>17.93</u>
01/13/2025	122090	Occupational Health Centers o	OSHA Bloodborne Pathogens Standard	112.00
01/13/2025	122091	Olson's Sewer Service, Inc.	Removal of Waste Water in Holding Tanks	479.00
01/13/2025	122092	Patrick H. Huelman	Q4 2024 Stipend	200.00
01/13/2025	122093	Paul Bartz	Mileage reimb 11-2024 P. Bartz	205.09
01/13/2025	122094	Performance Plus LLC	New Hire Testing	459.00
01/13/2025	122095	Premium Waters, Inc.	Kandiyohi Water	106.89
01/13/2025	122096	Press Publications, Inc.	PN North Oaks Mixed Use Development EAW	88.80
			Public Hearing Notice - Shuda Farms	47.36
			Public Hearing Notice - 416 Lilac	47.36
				<u>183.52</u>
01/13/2025	122097	Roadkill Animal Control	Deer Pickup (2)	206.00
01/13/2025	122098	Robin G. Rafferty	Council Technology Stipend	500.00
01/13/2025	122099	Safe-Fast, Inc.	Maintenance Supplies & Uniform Allowanc	85.00
			Gloves (Stock)	312.96
				<u>397.96</u>
01/13/2025	122100	Safety-Kleen Systems, Inc.	Solvent	50.42
01/13/2025	122101	Schroeder Construction	Hydrant Meter Rental Refund	200.00
01/13/2025	122102	Scott Larson	Fall 2024 Pickleball Lesson Instructor	210.00
01/13/2025	122103	Shred-it, c/o Stericycle, Inc	Document Destruction	113.33
01/13/2025	122104	Staab Construction Corporatio	Water Treatment Plant PV 5	762,850.00
			Water Treatment Plant PV 6	853,010.70
				<u>1,615,860.70</u>
01/13/2025	122105	Standard Insurance Company	Life & Disability Insurance Premiums	2,507.25
01/13/2025	122106	Staples Inc.	Office supplies	300.03
01/13/2025	122107	Streicher's, Inc.	Uniform Allowance-M Reineke	46.00
			Uniform Allowance-I Simon	46.00
			Uniform Allowance-I Simon	254.94
			Uniform Allowance - I Simon	343.97
			Uniform Allowance - S Bergeron	300.00
				<u>990.91</u>

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 121898 - 122120

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
01/13/2025	122108	Sunset Law Enforcement	Uniform Allowance - Police	806.66
01/13/2025	122109	SUSA	SUSA Membership	125.00
01/13/2025	122110	Sycom, Inc.	Lift Station Maintenance and Cellular S Lift Station Audit	8,462.00 10,055.70
				<hr/> 18,517.70
01/13/2025	122111	T-Mobile USA Inc	Cell Phones & Wi-Fi	799.52
01/13/2025	122112	Tony Cavegn	Council Technology Stipend	500.00
01/13/2025	122113	Trans Union LLC	Employment Report	32.96
01/13/2025	122114	Twin City Hardware	Building Keys	257.83
01/13/2025	122115	U.S. Bank	Uniform Allowance - C. Boehme	184.04
				<hr/> 23,591.21
01/13/2025	122116	Valley-Rich Co., Inc.	Gate Valve Repair at Lonesome Pine and Gate Valve Repair at 450 Coyote Trl Gate Valve Repair at 6293 Coyote Trl	13,896.63 12,150.98 9,179.35
				<hr/> 35,226.96
01/13/2025	122117	Wheeler Hardware Company	Repair PD Classroom Door Opener	225.00
01/13/2025	122118	William Kusterman	Q4 2024 Stipend	150.00
01/13/2025	122119	Winnick Supply, Inc.	Welding Gas Steel for Trailer Repair #700	106.24 36.28
				<hr/> 142.52
01/13/2025	122120	Ziegler, Inc.	Window Latch #408 2 Hoses for Grapple Bucket Attachment Hydraulic Breather Filter #408	55.00 163.86 33.07
				<hr/> 251.93
CKING TOTALS:				
Total of 223 Checks:				4,572,169.48
Less 0 Void Checks:				0.00
Total of 223 Disbursements:				<hr/> 4,572,169.48



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting January 13, 2025	Transfer In/(Out)
12/6/2024 Council Payroll #12	(3,706.98)
12/6/2024 Council Payroll #12 Federal Deposit	(209.14)
12/6/2024 Council Payroll #12 PERA	(410.72)
12/6/2024 Council Payroll #12 State	(45.27)
12/6/2024 Payroll #25	(205,962.77)
12/6/2024 Payroll #25 Federal Deposit	(59,100.57)
12/6/2024 Payroll #25 PERA	(57,869.90)
12/6/2024 Payroll #25 State	(13,417.53)
12/6/2024 Payroll #25 Child Support	(321.48)
12/6/2024 Payroll #25 H.S.A. Bank Pretax	(3,772.74)
12/6/2024 Payroll #25 TASC Pretax	(655.74)
12/6/2024 Payroll #25 Mission Sq 457 Def. Comp #301596	(2,420.00)
12/6/2024 Payroll #25 Mission Sq Roth IRA #706155	(669.23)
12/6/2024 Payroll #25 MSRS HCSP #98946-01	(4,750.63)
12/6/2024 Payroll #25 MSRS Def. Comp #98945-01	(2,455.00)
12/6/2024 Payroll #25 MSRS Roth IRA #98945-01	(649.00)
12/16/2024 Building Permit Surcharge	(1,140.38)
12/20/2024 Sales & Use Tax	(8,131.00)
12/20/2024 Payroll #26	(215,846.27)
12/20/2024 Payroll #26 Federal Deposit	(61,922.99)
1/3/2024 Payroll #26 PERA	(60,449.76)
12/20/2024 Payroll #26 State	(14,182.18)
12/20/2024 Payroll #26 Child Support	(321.48)
12/20/2024 Payroll #26 H.S.A. Bank Pretax	(3,572.50)
12/20/2024 Payroll #26 TASC Pretax	(656.50)
12/20/2024 Payroll #26 Mission Sq 457 Def. Comp #301596	(2,295.00)
12/20/2024 Payroll #26 Mission Sq Roth IRA #706155	(669.23)
12/20/2024 Payroll #26 MSRS HCSP #98946-01	(5,365.97)
12/20/2024 Payroll #26 MSRS Def. Comp #98945-01	(2,455.00)
12/20/2024 Payroll #26 MSRS Roth IRA #98945-01	(649.00)
12/23/2024 Wire from FRB Money Market	1,000,000.00
1/3/2025 Council Payroll #01	(3,704.86)
1/3/2025 Council Payroll #01 Federal Deposit	(209.14)
1/3/2025 Council Payroll #01 PERA	(410.72)
1/3/2025 Council Payroll #01 State	(47.39)
1/3/2025 Payroll #01	(199,687.28)
1/3/2025 Payroll #01 Federal Deposit	(62,860.91)
1/3/2025 Payroll #01 PERA	(56,759.53)
1/3/2025 Payroll #01 State	(14,778.94)
1/3/2025 Payroll #01 Child Support	(321.48)
1/3/2025 Payroll #01 H.S.A. Bank Pretax	(4,061.72)
1/3/2025 Payroll #01 TASC Pretax	(913.42)
1/3/2025 Payroll #01 Mission Sq 457 Def. Comp #301596	(2,395.00)
1/3/2025 Payroll #01 Mission Sq Roth IRA #706155	(669.23)
1/3/2025 Payroll #01 MSRS HCSP #98946-01	(4,822.52)
1/3/2025 Payroll #01 MSRS Def. Comp #98945-01	(2,355.00)
1/3/2025 Payroll #01 MSRS Roth IRA #98945-01	(749.00)
1/6/2025 Payroll #01 E Fredrickson ACH Return	35.55
1/7/2025 Payroll #01 E Fredrickson ACH Resubmit	(35.55)

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 1B**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: January 13, 2025

TOPIC: Hiring Part-Time Rookery Activity Center Staff

VOTE REQUIRED: Simple Majority

INTRODUCTION

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

BACKGROUND

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

RECOMMENDATION

Staff recommends the Council approve the hiring of the part-time Rookery Activity Center staff listed below:

First Name	Last Name	Position
Melissa	Nanti	Manager on Duty
Julia	Nelson	Manager on Duty
Gracie	Smith	Child Watch Attendant

Start dates vary based on position and training schedule.

ATTACHMENTS

None

**Lino Lakes City Council
Work Session
Minutes**

DATE: December 9, 2024
TIME STARTED: 6:00 P.M.
TIME ENDED: 6:26 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Cavegn, Lyden, Stoesz and
Ruhland (arrived at 6:02 PM)
MEMBERS ABSENT: None

Staff Members Present: City Administrator Dave Pecchia, City Clerk Roberta Colotti, HR & Communications Manager Meg Sawyer, Finance Director Hannah Lynch, Community Development Director Michael Grochala, City Planner Katie Larsen, Public Safety Director John Swenson, City Engineer Diane Hankee, and Environmental Coordinator Tom Hoffman.

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 6:00 p.m.

2. Setting the Agenda: Addition or Deletion of Agenda Items

The City Administrator requested to include an update on the Citygate study.

Motion to add Item 3A, Citygate Update to the agenda.

RESULT:	CARRIED [5-0]
MOVER:	Stoesz
SECONDER:	Lyden
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

3. A. – Citygate Update

The Interim City Administrator stated that a S.W.O.T. survey was sent to all public safety staff by Citygate. He asked if the City Council would like to call a meeting to allow Citygate time to conduct interviews with the full Council or if they would like to set up meeting times in advance with Citygate to provide individual responses and then host a full Council meeting to discuss. He reiterated that he is the contact person between Citygate and the consultant per prior Council direction. That in order to maintain the integrity of the study preliminary results/data should not be shared outside of the chain of command.

Council Consensus

It was the consensus of the City Council to work with Citygate at an individual level to provide Councilmember interview responses and to schedule a full Council Meeting to discuss the results of the interviews.

The Interim City Administrator stated that he would contact Citygate regarding holding a full Council discussion at the February 3, 2025 Work Session and setting up individual interviews prior to that date.

B. - City Administrator and Finance Director Hiring Update

The HR & Communications Manager provided an overview of the City Administrator search process. She stated that staff reviewed three quotes for services and recommends contracting with DDA Human Resources to conduct the search process. She stated that a May 2025 hiring date is identified. She stated that the firm offers a two-year grantee. She presented an overview of the DDA Human Resources proposal, job description and market rate study.

Councilmember Ruhland requested that a market rate comparison of benefits also be prepared.

Councilmember Ruhland requested further clarification on the two-year guarantee.

The HR & Communications Manager provided an overview of the proposed guarantee and stated that staff will confirm further with the vendor as well.

Council Consensus

It was the consensus of the City Council to contract with DDA Human Resources for the 2025 City Administrator executive search process.

The HR & Communications Manager stated that with the resignation of the Finance Director effective, January 2025, staff recommends hiring an Interim Finance Director. She stated that Ehlers & Associates now offers an Interim Finance Director contracting option. She stated that as Ehlers & Associates is the current City Financial Advising firm, they are familiar with our budget and finances. She stated that they have an identified candidate for the consideration of the city.

Councilmember Stoesz questioned if the IT function should be moved from the Finance Department to another division.

Finance Director Hannah Lynch stated that the City contracts with the consortium, Metro IT for IT services. She stated that as a result this function can remain under the direction of the Interim Finance Director.

The HR & Communications Manager summarized that she would bring the contract for services back at a Regular Meeting for formal action.

4. **Adjournment**

Mayor Rafferty adjourned the meeting at 6:26 p.m.

These minutes were approved at the regular Council Meeting on January 13, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

DATE: December 9, 2024
TIME STARTED: 6:30 PM
TIME ENDED: 7:18 PM
LOCATION: City Council Chambers
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Cavegn, Lyden, Ruhland and Stoesz
MEMBERS ABSENT: None

Staff Members Present: City Administrator Dave Pecchia, City Clerk Roberta Colotti, Community Development Director Michael Grochala, City Planner Katie Larsen, Public Safety Director John Swenson, Engineer Diane Hankee, Finance Director Hannah Lynch, and Environmental Coordinator Tom Hoffman.

The meeting was called to order by Mayor Rafferty at 6:30 PM.

Mayor Rafferty provided an overview of the Rules of Decorum.

PUBLIC COMMENT

Mayor Rafferty opened the public comment period at 6:35 p.m.

Bob Stanke, 6970 Lake Drive, Lino Lakes, stated that he was moving after 30 years of living in Lino Lakes. He shared his complaint with the policies that were recommended by staff. Stating that there are policies that are restrictive on families and businesses. He stated that he appreciates the current and past City Council support.

Mayor Rafferty thanked Mr. Stanke for his comments. He clarified that policies are adopted by the City Council.

Motion to close the public comment period at 6:37 p.m.

RESULT:	CARRIED [5-0]
MOVER:	Ruhland
SECONDER:	Cavegn
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

SETTING THE AGENDA

There were no additions or amendments to the agenda as presented.

1. CONSENT AGENDA

Motion to Approve Consent Agenda Items #1A through 1P as presented.

RESULT:	CARRIED [5-0]
MOVER:	Lyden
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

2. FINANCE DEPARTMENT REPORT

2A – 2025 Budget & Levy

The Finance Director provided an overview of the proposed 2025 Budget and Levy.

Mayor Rafferty opened the public hearing at 6:43 p.m.

No comments were made.

Motion to close the public hearing at 6:43 p.m.

RESULT:	CARRIED [5-0]
MOVER:	Lyden
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

Motion to adopt Resolution No. 24-168, Adopting the 2025 Final Budget and Levy.

RESULT:	CARRIED [5-0]
MOVER:	Lyden
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

2B – 2025-2029 Financial Plan

The Finance Director provided an overview of the 2025-2029 Financial Plan. She noted there are two specific programs within the Capital Improvement Program, Community Development and Citywide. Community Development projects are individually approved by Council through the competitive bidding process while Citywide projects are approved as part of the budgeting process.

Mayor Rafferty opened the public hearing at 6:47 p.m.

No comments were made.

Motion to close the public hearing at 6:47 p.m.

RESULT:	CARRIED [5-0]
MOVER:	Cavegn
SECONDER:	Ruhland
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

Motion to adopt Resolution No. 24-169 Accepting the 2025-2029 Financial Plan.

RESULT:	CARRIED [5-0]
MOVER:	Cavegn
SECONDER:	Ruhland
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

2C – Committing General Fund Balance

The Finance Director stated that the Fire Department ordered turnout gear in 2024 that won't be delivered until 2025, and this action will commit those funds.

Motion to adopt Resolution No. 24-170, Committing General Fund Balance.

RESULT:	CARRIED [5-0]
MOVER:	Ruhland
SECONDER:	Lyden
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

3. ADMINISTRATION DEPARTMENT REPORT

None

4. PUBLIC SAFETY DEPARTMENT REPORT

None

5. PUBLIC SERVICES DEPARTMENT REPORT

None

6. COMMUNITY DEVELOPMENT REPORT

6A – Spargur Estates

Motion to adopt Resolution No. 24-156 Approving Spargur Estates Variances.

RESULT:	CARRIED [5-0]
MOVER:	Cavegn
SECONDER:	Ruhland
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

Motion to adopt Resolution No. 24-157 Approving Spargur Estates Preliminary Plat.

RESULT:	CARRIED [5-0]
MOVER:	Cavegn
SECONDER:	Ruhland
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

6B – 2025 Street Rehabilitation Project

Motion to adopt Resolution No. 24-160, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid, 2025 Street Rehabilitation Project.

RESULT:	CARRIED [5-0]
MOVER:	Cavegn
SECONDER:	Ruhland
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

6C – 2025 Street Reconstruction and Sewer and Water Extension Project

Motion to adopt Resolution No. 24-161, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid, 2025 Street Reconstruction and Sewer and Water Extension Project.

RESULT:	CARRIED [5-0]
MOVER:	Lyden
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

6D - Wilkinson Lake Water Quality Feasibility Study

Motion to adopt Resolution 24-164, Approving Memorandum of Understanding with Vadnais Lakes Water Management Organization and the North Oaks Company, Wilkinson Lake Water Quality Feasibility Study.

RESULT:	CARRIED [5-0]
MOVER:	Lyden
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

6E – EAW – North Oaks Mixed Use Development

Motion to adopt Resolution No. 24-166, Approving Distribution of Environmental Assessment Worksheet for North Oaks Mixed Use Development.

RESULT:	CARRIED [5-0]
MOVER:	Cavegn
SECONDER:	Stoesz
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

6F – Winter Wetland Bank Application

Motion to adopt Resolution No. 24-167, Approving Professional Service Agreement with WSB Winter Wetland Bank Application.

RESULT:	CARRIED [5-0]
MOVER:	Lyden
SECONDER:	Ruhland
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

6G – Red Hawk Trail Storm Sewer Improvement Project

Motion to adopt Resolution No. 24-171, Accepting Quotes and Awarding a Construction contract, Red Hawk Trail Storm Sewer Improvement Project.

RESULT:	CARRIED [5-0]
MOVER:	Lyden
SECONDER:	Ruhland
AYES:	Rafferty, Cavegn, Lyden, Ruhland and Stoesz
NAYS:	None

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

None

9. NOTICES AND COMMUNICATIONS

A. Community Calendar: A Look Ahead

- i. Planning & Zoning Board Meeting, December 11, 2024 at 6:30 PM
- ii. The City Council Work Session and Regular Meetings for December 23rd have been cancelled.
- iii. City Council Work Session, January 6, 2025 at 6 PM in the Community Room

ADJOURNMENT

Mayor Rafferty adjourned the meeting at 7:18 p.m.

These minutes were considered and approved at the regular Council Meeting on January 13, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 1E**

STAFF ORIGINATOR: Roberta Colotti, CMC, City Clerk

MEETING DATE: January 13, 2025

TOPIC: 2025 Annual Appointments

VOTE REQUIRED: Simple Majority

INTRODUCTION/BACKGROUND

Below is the list of annual appointments the City Council considers each year.

RECOMMENDATION

Approve 2025 appointments as listed below.

	2024	2025
1. Acting Mayor	Dale Stoesz, Councilmember	Dale Stoesz, Councilmember
2. Legal Newspaper	Quad Community Press	Quad Community Press
3. Legal Services	Squires, Waldspurger, & Mace, P.A. GDO Law Barna, Guzy & Steffen, Ltd. Kennedy & Graven	Squires, Waldspurger, & Mace, P.A. GDO Law Barna, Guzy & Steffen, Ltd. Kennedy & Graven
4. Labor Services	Squires, Waldspurger, & Mace, P.A. Barna, Guzy & Steffen, Ltd. Baker Tilly	Squires, Waldspurger, & Mace, P.A. Barna, Guzy & Steffen, Ltd. Baker Tilly
5. Municipal Advisor	Ehlers & Associates	Ehlers & Associates
6. Assessor	Anoka County	Anoka County
7. North Metro Telecommunications Committee North Metro TV is the public access television production studio that serves the northern suburbs of Blaine, Centerville, Circle Pines, Ham Lake, Lexington, Lino Lakes, and Spring Lake Park. https://northmetrotv.com/	Dale Stoesz, Councilmember Alternate: Tony Cavegn, Councilmember	Dale Stoesz, Councilmember Alternate: Tony Cavegn, Councilmember

8. Vadnais Lake Watershed District VLAWMO was formed in 1983 to protect the Vadnais Lake watershed area. VLAWMO covers approximately 24 square miles in the northeast metropolitan area. The watershed is a Joint Powers Organization that encompasses the City of North Oaks, and portions of the Cities of White Bear Lake, Gem Lake, Vadnais Heights, Lino Lakes, and White Bear Township. https://www.vlawmo.org/	Rob Rafferty, Mayor	Rob Rafferty, Mayor
9. County Corrections Program	Chris Lyden, Councilmember John Swenson, Public Safety Director	Chris Lyden, Councilmember Interim Public Safety Director
10. Anoka Co. Joint Law Enforcement Council Joint Powers Agreement – County Attorney’s Office is the Staff Liaison Meeting Schedule: 4th Wednesday of January, April, July, and October 26 Members including: 2 County Board Appointees, 2 County Commissioners, County Sheriff, County Attorney, 20 are governmental unit appointees for 1-year terms	Dale Stoesz, Councilmember John Swenson, Public Safety Director	Dale Stoesz, Councilmember Interim Public Safety Director
11. Anoka Co. Fire Protection Council The Anoka County Fire Protection Council is a group made up of 16 Fire Departments and Municipalities within Anoka County that meets with the Anoka Joint Law Enforcement Council to guide the day-to-day operations of the Anoka County Emergency Communications Center (ACECC). The council usually meets either monthly or bi-monthly.	Mike Ruhland, Councilmember Alternate: Rob Rafferty, Mayor	Mike Ruhland, Councilmember Alternate: Dan L’Allier, Deputy Director - Fire
12. City Depositories	First Resource Bank LMC 4M Fund PMA Financial Network PMA Securities Moreton Capital Markets US Bank	First Resource Bank LMC 4M Fund PMA Financial Network PMA Securities Moreton Capital Markets US Bank

13. City Treasurer ¹ ¹ The City Council delegates the authority to make electronic funds transfers to the City Treasurer. The City Treasurer may delegate certain duties to finance staff but shall remain responsible for the transfer program.	Hannah Lynch, Finance Director	Tracy Thoma, Accountant
14. City Engineer	WSB & Associates	WSB & Associates
15. Data Practices Officer	Jolleen Chaika, City Clerk	Roberta Colotti, CMC, City Clerk
16. City Auditor	Redpath & Company	Redpath & Company
17. Twin Cities Gateway Twin Cities Gateway is a destination management organization that promotes the cities of Anoka, Arden Hills, Blaine, Coon Rapids, Fridley, Ham Lake, Lino Lakes, Mounds View, New Brighton and Shoreview. They are responsible for promoting meetings and conventions, sports, events, family leisure travel, hotels, restaurants, and attractions. https://www.tcgateway.com/	Sarah Cotton, City Administrator Alt.: Dale Stoesz, Councilmember	Dave Pecchia, Interim City Admin. Alt.: Mike Ruhland, Councilmember
18. Anoka Co./Blaine Airport Advisory Council Anoka County-Blaine Airport Advisory Commission (ACBAAC) is an advisory board to the Metropolitan Airports Commission (MAC) https://metroairports.org/events/anoka-county-blaine-airport-advisory-commission-acbaac-meeting-5	Dean Quimby, Lino Lakes Resident	Dean Quimby, Lino Lakes Resident
19. Hearing Officer	John Swenson, Public Safety Dir. Rick DeGardner, Public Services Dir.	Interim Public Safety Director Rick DeGardner, Public Services Dir.
20. Local Board of Appeal & Equalization Training	Mike Ruhland, Councilmember Rob Rafferty, Mayor Dale Stoesz, Councilmember	Mike Ruhland, Councilmember (Expires 7/1/27) Dale Stoesz, Councilmember (Expires 7/1/27)
21. Secretarial Services	TimeSaver, Inc.	TimeSaver, Inc.
22. Emergency Management Director	Not Designated	Pending Designation

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 1F**

STAFF ORIGINATOR: Roberta Colotti, CMC, City Clerk

MEETING DATE: January 13, 2025

TOPIC: 2025 City Board and Committee Appointments

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is requested to make appointments to three boards and one committee for 2025. Appointments are for three years, unless appointed to serve a remaining term of a vacated seat. Appointments are either by the Mayor with majority approval of the Council or by the full Council, as a result the Council is asked to approve the slate of candidates, presented this evening. The City Council appoints the Chair, Vice-Chair and Secretary for the Parks and Recreation and Environmental Boards. The Planning and Zoning Board and EDAC select their own Chair, Vice-Chair and Secretary.

BACKGROUND

Planning and Zoning Board (7 Members), Parks and Recreation Board (7 Members), Lino Lakes Board on Environment (Officially: Board / Common Name: Environmental Board) (7 Members), and Economic Development Advisory Committee (EDAC) (10 Members). The three Boards are all established by City Code. EDAC was established by Council action as a committee. The committee makeup was amended in April 1998 and the name was changed from Economic Development Authority Advisory Board (EDAAB) to the current EDAC name.

Pay Rates:

- Planning and Zoning Board, Parks and Recreation Board, and Environmental Board Members receive a maximum quarterly stipend of \$225 (\$75 per attended meeting) with the Chair of the Board receiving a maximum quarterly stipend of \$300 (\$100 per attended meeting).
- EDAC Members: Unpaid, Volunteer

Meeting Schedule:

- Planning and Zoning Board second Wednesday of the month at 6:30 p.m.
- Parks and Recreation Board first Wednesday of each month at 6:30 p.m.
- Environmental Board Members last Wednesday of the month at 6:30 p.m.
- EDAC Members first Thursday of each month at 8 a.m.

Residency Requirements: Except for EDAC, all board/committee members are required to be residents of Lino Lakes. EDAC Members may represent businesses located in or serving Lino Lakes.

2025 Recommended Appointments:

Planning and Zoning Board

Board selects a Chair, Vice-Chair and Secretary from its membership at annual board meeting. The Secretary need not be a member of the Board. Staff member, Julie Whitney, Community Development Department Administrative Assistant serves as Secretary to the Board.

The following are recommended for appointment to the terms of office listed:

1. Neil Evenson, Re-Appointment three-year term, ending 12/31/27 or until a successor is appointed
2. Michael Root, Re-Appointment three-year term, ending 12/31/27 or until a successor is appointed

Parks and Recreation Board

The City Council appoints officer to the Parks and Recreation Board. The Secretary need not be a member of the Board. At the January 2, 2025 meeting the Parks and Recreation Board made a motion to recommend the appointment of the following. The City Council can ratify or amend the recommendation.

- Chair: Clark Gooder
- Vice-Chair: Bill Kusterman
- Secretary: City of Lino Lakes Public Services, Administrative Assistant, Angie Thorson or her successor.

The following are recommended for appointment to the terms of office listed:

1. Pat Huelman, Re-Appointment three-year term, ending 12/31/27 or until a successor is appointed
2. Julie Ann Cutts, Re-Appointment three-year term ending 12/31/27 or until a successor is appointed
3. Uyanga Bayandalai, Appointment two-year term, ending 12/31/26 or until a successor is appointed

Environmental Board

The City Council appoints officer to the Environmental Board. The Secretary need not be a member of the Board. The Environmental Board will be holding their first meeting of the year on January 29, 2025. It is recommended that the Board be directed to submit a slate of candidates for the offices of Chair and Vice-Chair the Council's consideration at the February 10, 2025 Council Meeting and to appoint Marissa Ertel as Secretary this evening.

Secretary: City of Lino Lakes Community Development Department, Office Specialist Marissa Ertel or her successor.

The following are recommended for appointment to the terms of office listed:

1. Lindsay Buchmeier, Re-Appointment three-year term, ending 12/31/27 or until a successor is appointed
2. Jonathan Parsons, Re-Appointment three-year term, ending 12/31/27 or until a successor is appointed
3. MaryJo Stevenson, Appointment two-year term, ending 12/31/26 or until a successor is appointed
4. Elizabeth Larkin, Appointment two-year term, ending 12/31/26 or until a successor is appointed

EDAC

EDAC selects a Chair and Vice-Chair from its membership at its annual meeting. Staff member, Julie Whitney, Community Development Department Administrative Assistant serves as Secretary to the Committee.

The following are recommended for appointment to the terms of office listed:

1. Blakely LaCroix, Re-Appointment three-year term, ending 12/31/27 or until a successor is appointed
2. Suzy Guthmueller, Appointment three-year term, ending 12/31/27 or until a successor is appointed
3. Randy Rennaker, Appointment three-year term, ending 12/31/27 or until a successor is appointed
4. Sam Bennett, Appointment three-year term, ending 12/31/27 or until a successor is appointed

RECOMMENDATION

Motion to approve the Board and Committee Membership and Officer appointments as presented, with direction to the Environmental Board to submit a slate of candidates to the February 10, 2025 Council Meeting for formal appointment.

**Lino Lakes City Council
Special Work Session
Minutes**

DATE: January 6, 2025
TIME STARTED: 5:30 P.M.
RECESS/RECONVENE: 6:09 P.M./9:30 P.M.
TIME ENDED: 10:41 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Cavegn, Lyden, Stoesz and
Ruhland
MEMBERS ABSENT: None

Staff Members Present: City Administrator Dave Pecchia, City Clerk Roberta Colotti, and Deputy Director/Fire Dan L'Allier.

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 5:30 p.m.

2. Setting the Agenda: Addition or Deletion of Agenda Items

The agenda was adopted as presented.

3. Board & Committee Candidate Interviews

The City Council met with the new applicants for the current vacancies on the three Boards and one Committee.

4. Recess/Reconvene

In consideration of the Regular Work Session scheduled this evening, Mayor Rafferty recessed the Special Work Session at 6:09 p.m. and reconvened the meeting at the conclusion of the Regular Work Session, at 9:30 p.m.

5. Review of Board & Committee Candidates

The City Council reviewed the applications of returning and new applicants for the City's Boards and Committees. Appointments are scheduled for the January 13, 2025 Regular Meeting.

6. Review Board & Committee Officer Appointments

The City Council discussed the list of appointments including: Acting Mayor, Legal Newspaper, Legal Services, Labor Services, Municipal Advisor, Assessor, North Metro Telecommunications Committee, Vadnais Lake Watershed District, County Corrections Program, Joint Law Enforcement Council, Anoka County Fire Protection Council, City Depositories, City Treasurer, City Engineer, Data Practices Officer, City Auditor, Twin Cities Gateway, Anoka County/Blaine Airport Advisory Council, Hearing Officer, Local

Board of Appeal & Equalization Training, Secretarial Services, and Emergency Management Director.

Formal appointments are scheduled for the January 13, 2025 Regular Meeting.

7. Adjournment

Mayor Rafferty adjourned the meeting at 10:41 p.m.

These minutes were approved at the regular Council Meeting on January 13, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 1H**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: January 13, 2025

TOPIC: Public Purpose Expenditures Policy

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the updated City's Public Purpose Expenditures Policy.

BACKGROUND

As a public entity, the City of Lino Lakes is obligated to ensure that all expenditures of public funds comply with the Minnesota Constitution, Article X, Section 1, which mandates that public funds be used for "public purposes."

The City acknowledges that public funds may only be expended when the expenditure: (1) serves a clearly defined public purpose; and (2) is directly related to the governmental functions for which the City was established.

This policy serves as a guide for determining which expenditures constitute acceptable public purposes and are authorized within the City's annual budget process. It also clarifies expenditures that do not fall within the definition of "public purpose" and are therefore prohibited. (See also Minn. Stat. § 15.46 and Minn. Stat. § 365.10, subd. 12.)

The proposed policy amendments would not have an impact on the City's 2025 adopted budget.

RECOMMENDATION

Please approve the updated Public Purpose Expenditures Policy.

ATTACHMENTS

Public Purpose Expenditures Policy

City of Lino Lakes
Public Purpose Expenditure Policy

Adopted January 13, 2025

As a taxpayer-funded organization, the City of Lino Lakes (“City”) is committed to controlling expenditures and ensuring adherence to the Minnesota Public Purpose Doctrine based on the Minnesota State Constitution, Article X Section 1.

Purpose

The City recognizes that public funds may only be spent if the expenditure meets a public purpose, and the expenditure relates to the governmental purpose for which the City was created. The meaning of “public purpose” is constantly evolving. The Minnesota Supreme Court has followed a broad approach and has generally concluded that “public purpose” means an activity that meets all of the following standards:

- The activity will primarily benefit the community as a body
- The activity is directly related to functions of government
- The activity does not have as its primary objective the benefit of a private interest whether profit or not-for-profit

This policy is intended to provide guidelines regarding which expenditures are for public purposes and authorized in accordance with the City’s annual budget process, and which expenditures are not considered to fall within the public purpose definition and are therefore not allowed (see also Minn. Stat. § 15.46 and Minn. Stat. § 365.10, subd. 12).

Policy

Expenditures of public funds must comply with the public purpose standards defined above. When reviewing an expenditure to verify the standards have been met, the following should be considered:

- The time of day the event is held
- The business purpose of the event
- The frequency of the event
- The reasonableness of the cost
- The availability of funds/resources
- Whether the event was intended to attract non-City employees

The following guidelines address specific examples of public expenditures, but the examples are not meant to be all-inclusive.

Meals and Refreshments

Use of City funds in reasonable amounts for meals and/or refreshments for elected and appointed city officials and employees is permitted for situations in which City business needs to be discussed during meal hours. In addition, use of City funds is permitted for public and employee meetings and events in which reasonable meals and/or refreshments may be necessary to create a more productive environment and to be responsive to participants' time schedules. The following items are deemed to meet the definition of public purpose expenditure for meals and refreshments:

- a) Non-routine city council, board and commission meetings held during or adjacent to a meal hour, when it is the only practical time to meet.
- b) City-sponsored training or work-related meetings where employees are required to participate or be available during meal or break periods (e.g. Annual Benefits Meeting, Workplace Safety Training).
- c) Employee engagement functions (e.g. Spring Clean-Up Day, Employee Appreciation Events)
- d) Gatherings for employee retirements and outgoing councilmembers.
- e) Gatherings following public safety swearing in ceremonies.
- f) Election day(s) which requires continuous service and it is not possible to break for meals.
- g) Food and refreshments associated with official City functions serve a public purpose when the provision of food or refreshments is an integral part of the function and is deemed necessary to ensure meaningful participation by the participants. This includes City sponsored community engagement events and events of a community-wide interest where staff are required to be present (e.g., Night To Unite, Safety Camp, Rookery Activity Center events and programs).

Recognition and Wellness

Public expenditures for appropriate recognition programs serve a public purpose because formally recognizing employees, volunteers, and elected officials who make significant contributions and demonstrate their commitment during the performance of their duties results in higher morale and productivity, and therefore helps the City fulfill its responsibilities to the community more efficiently and more cost effectively.

In addition, appropriate safety, health, and wellness programs for City employees serve a public purpose because they result in healthier and more productive employees and reduce certain costs to the City and the taxpayers of Lino Lakes.

The following items are deemed to meet the definition of public purpose expenditure for recognition and wellness:

- a) \$600 provided annually for awards in the amount of \$25 in value in recognition of an employee having provided excellent service and value to the City by going above and beyond through hard work, initiative, customer service, or innovation.*
- b) Employees retiring** from the City with a minimum of ten years of service will receive a monetary gift valued at \$100 on their last paycheck.*

- c) \$300 provided annually for prizes, refreshments, and promotional healthy snacks for employees participating in wellness events.
- d) Volunteer recognition dinner (e.g. Police Reserve Officers).
- e) Recognition plaque to outgoing mayor, councilmembers, and board members.

**Will be represented on the employee's paycheck subject to income and FICA withholding taxes.*

*** Retirement, for the purpose of this policy, shall be defined as meeting the qualifications for retirement under the rules of the Minnesota Public Employee Retirement Association (PERA).*

Prohibited Expenditures

Use of City funds for the following is prohibited:

1. Alcoholic beverages and cannabis products
2. Food and refreshments for routine work meetings
3. Employee functions or celebrations that are solely social in nature (e.g. birthdays)
4. Employee-sponsored fundraising events
5. Funeral flower arrangements upon death of a relative

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 1I**

STAFF ORIGINATOR: Roberta Colotti, CMC, City Clerk

MEETING DATE: January 13, 2025

TOPIC: Rules of Decorum Policy

VOTE REQUIRED: Simple Majority

INTRODUCTION/BACKGROUND

The City Council has adopted Rules of Decorum for the facilitation of City Council meetings. It is proposed that the public comment time be amended from four to three minutes to allow additional time for review and discussion of scheduled agenda items. The option to amend the time by majority vote of the City Council will be maintained with this revision to the policy.

“Unless further time is granted by a majority vote of the Council, remarks from the public shall be limited to ~~four (4)~~ three (3) minutes. All remarks shall be addressed to the Council as a whole and not to any member thereof.”

RECOMMENDATION

Approve the proposed revision to the Rules of Decorum policy as presented to amend the public comment time from four to three minutes per person.

Attachments

Draft Policy

CITY OF LINO LAKES CITY COUNCIL RULES OF DECORUM

Revised: January 13, 2025

Members of Council. While the meeting is in session, the members must preserve order and decorum. A member of the Council or member of the public shall neither, by conversation or otherwise, delay or interrupt proceedings or the peace of the meeting nor disturb any member while speaking or refuse to obey the orders of the presiding officer.

Recognition. No person or member shall address the other members without being recognized by the presiding officer.

Staff. Members of the City staff shall observe the same rules of order and decorum as are applicable to the City Council.

Addressing the Council. At the start of each City Council meeting, in accordance with the City of Lino Lakes Charter, the City Council shall accept comments from the public on any matter, whether on the agenda or not. Comments will not be accepted during specific agenda items unless a Public Hearing has been noticed.

- 1) Members of the public who wish to address the Council shall sign-in prior to the start of each Council meeting. Sign-in information shall include: Name, address, email/telephone, and topic of discussion.
- 2) The City Clerk shall retrieve the sign-in sheet at the beginning of the meeting and shall provide the sign-in sheet to the presiding officer who will recognize each member of the public who wishes to speak.
- 3) When recognized by the presiding officer, each member of the public addressing the Council shall step up to a microphone provided for the use of the public after being recognized by the presiding officer and give his/her name and address in an audible tone of voice for the records, state the subject to be discussed and state who the speaker is representing if representing an organization or other persons.
- 4) Unless further time is granted by a majority vote of the Council, remarks from the public shall be limited to **four (4) three (3)** minutes. All remarks shall be addressed to the Council as a whole and not to any member thereof.
- 5) No person other than members of the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the Council, without permission of the presiding officer.
- 6) No question may be asked of a Councilmember or a member of the staff without the permission of the presiding officer.
- 7) Speakers shall offer comments that are courteous and respectful. Comments that are abusive, harassing, that constitute an attack on others, including City staff, or that violate privacy rights, will not be permitted. Violation of these public comment rules will result in the speaker being ruled out of order and the termination of the comment.

- 8) In order to expedite matters and to avoid repetitive presentations, whenever any group of persons wishes to address the Council on the same subject, it shall be proper for the presiding officer to request that a spokesperson be chosen by the group to address the Council and, in case additional matters are to be presented by any other member of said group, to limit the number of such persons addressing the Council.
- 9) Violation of these public comment rules will result in the speaker being ruled out of order and the termination of the comment.

After Motion. After a motion has been made or a public hearing has been closed, no member of the public shall address the Council from the audience on the matter under consideration.

Conduct. Any member of the Council, staff, or person indulging in personalities or making impertinent, slanderous or profane remarks or who willfully utters loud, threatening or abusive language, or engages in any disorderly conduct which would impede, disrupt or disturb the orderly conduct of any meeting, hearing or other proceeding, shall be called to order by the presiding officer and, if such conduct continues, may at the discretion of the presiding officer, be ordered barred from further audience before the Council during that meeting.

Members of the Audience. No person in the audience shall engage in disorderly or disruptive conduct such as audible commentary during a meeting, hand clapping, stamping of feet, whistling, using profane language, yelling and similar demonstrations, which conduct disturbs the peace and good order of the meeting.

City Council Work Sessions. The City Council Work Sessions are used by the Council and staff to discuss upcoming issues and matters requiring action by the Council and action items will be moved forward to future City Council Regular Meeting Agendas for consideration. Work sessions are for discussion by the Council and staff and, at times, for presentations by various community groups, applicants, or principal participants related to specific agenda items as determined by the majority of the Council. There is no public comment at work sessions.

ENFORCEMENT OF DECORUM

Warning. All persons shall, at the request of the presiding officer, be silent. If, after receiving a warning from the presiding officer, a person persists in disturbing the meeting, said officer may order this person removed from the meeting. If this person does not leave willingly, the presiding officer may call a recess and order that the person be removed by the Sergeant-at-Arms.

Sergeant-at-Arms. The Lino Lakes Director of Public Safety, or such member or members of the Police Department, shall be Sergeant-at-Arms of the Council meetings or as asked to be present at board or committee meetings. The Chief or other Police Department representative shall carry out all lawful orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon instruction of the presiding officer, it shall be the duty of the Sergeant-at-Arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council.

Resisting Removal. Any person who resists removal by the Sergeant-at-Arms may be charged with Disorderly Conduct.

Motions to Enforce. Any Council member may move to require the presiding officer to enforce these rules and the affirmative vote of a majority of the Council shall require the presiding officer to do so.

Adjournment. In the event that any meeting is willfully disturbed by a group or group of persons so as to render the orderly conduct of such meeting unfeasible and when order cannot be restored by the removal of individuals who are creating the disturbance, the meeting may be adjourned with the remaining business considered at the next regular meeting.

Special Meetings. If the matter being addressed prior to adjournment is of such a nature as to demand immediate attention, the presiding officer may adjourn the meeting to another date.

Use of Cameras and Recording Devices Limited. Cameras, cell phone cameras, electronic sound recording devices and any other mechanical, electrical or electronic recording devices may be used in the Council Chamber, but only in such a manner as will cause a minimum of interference with or disturbance of the proceedings of the Council and at the discretion of the presiding officer.

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 3A**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: January 13, 2025

TOPIC: Appointment of Interim Public Safety Director

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the appointment of Sergeant Curt Boehme to the Interim Public Safety Director.

BACKGROUND

Public Safety Director John Swenson will retire from the City of Lino Lakes, with his last day in the office on January 31, 2025. To ensure a smooth transition, staff recommends appointing Sergeant Curt Boehme as Interim Public Safety Director.

Sergeant Boehme holds a Bachelor of Arts in Criminology from the University of Minnesota Duluth, with a minor in Political Science. He joined the Lino Lakes Police Department in 2006 as a Patrol Officer. In 2018, he was promoted to Sergeant and subsequently led the department's new officer training program. From December 2020 to December 2024, Sergeant Boehme served as Investigations Unit Supervisor, overseeing a team of investigators and an investigative assistant. He successfully completed the Northwestern School of Police Staff and Command in the fall of 2023 and currently serves as a Sergeant in the Patrol Division.

The wage for Sergeant Boehme will be \$74.33 per hour which is Step 6 in a 10-step wage scale for the Public Safety Director position. With Council approval, Sergeant Boehme will assume the role of Interim Public Safety Director effective February 1, 2025.

RECOMMENDATION

Please approve the appointment of Sergeant Curt Boehme for Interim Public Safety Director.

ATTACHMENTS

None

January 3, 2025

Meg Sawyer, Human Resources and Communications Manager
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014

RE: Accounting and Financial Operations Support Proposal

Dear Meg,

Thank you for the opportunity to submit a proposal to provide accounting and financial operations support for the City of Lino Lakes (the “City”). The purpose of this letter is to offer a proposed scope of work as well as to identify anticipated costs. The proposal is predicated on completing the work both on-site and remotely on a City-owned computer. The proposed services are intended to be flexible and are designed to help the City meet its regular and annual accounting needs and respond to transitions in personnel.

We feel confident the services outlined below will meet the immediate needs of the City and set-up staff for success in managing the City’s financial operations. At Ehlers, we pride ourselves on helping communities achieve their goals cost-effectively.

Scope of Work

Ehlers will provide accounting and financial operations support, serving as a resource to staff. Services will include but are not limited to:

- General guidance and oversight assistance;
- Mentoring and training staff;
- Audit preparation; and
- Other accounting functions, as requested.

Staffing

Kelly Horn will serve as the primary contact. Prior to her role as a Senior Fiscal Consultant with Ehlers, Kelly most recently served as the City of Buffalo’s Finance Director. Kelly has a decade of direct local government experience and also served the City of Prior Lake as Assistant Finance Director, the City of Excelsior as Finance Director, and worked as an auditor, auditing various Cities and Schools across the state of Minnesota.

Terms and Cost

The work will be agreed upon in advance, and the schedule will be flexible based on your needs and our availability. The engagement will begin upon acceptance of this proposal, and will continue through December 31, 2025, if needed. The City or Ehlers may terminate at any time. Ehlers will bill at the hourly rate of \$250. It is estimated that the accounting and financial operations support work will take 10-20 hours per week. The number of hours needed will vary depending on the level of support desired. If at any time the work requirements are anticipated to exceed 20 hours per week, we will discuss the time commitment with the City prior to incurring additional time. Ehlers does not require a minimum monthly payment and the City will be billed only for the support requested and hours worked.

When travel to the City is scheduled, one-way travel will be billed. Invoices will be sent monthly for the work performed in the prior month. The primary City contact for Ehlers related to questions, work priorities, and resolving issues shall be Meg Sawyer.

We strive to provide ongoing dialogue and idea-sharing, independent analysis, and a competitive, value-oriented fee structure. Thank you for the opportunity to serve the City!

Sincerely,

A handwritten signature in black ink, appearing to read 'Keith Dahl'.

Keith Dahl
Municipal Advisor

A handwritten signature in black ink, appearing to read 'Kyle Sawyer'.

Kyle Sawyer, CPA
Director of Fiscal Consulting

Acceptance: _____ Date: _____

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 3B**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: January 13, 2025

TOPIC: Contracting Services for Interim Finance Director Role

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the contract service agreement for the Interim Finance Director position with Ehlers Public Finance Advisors.

BACKGROUND

Finance Director Hannah Lynch will be resigning from the City effective January 24, 2025. To ensure a smooth transition and maintain continuity in financial operations, staff recommends contracting Ehlers to fill the Interim Finance Director role until a permanent replacement is appointed by the Council.

Ehlers is a leading municipal advisory firm with over 65 years of experience. Since 1955, they have been assisting municipalities in building strong and sustainable communities. Ehlers provides a comprehensive range of public finance services, prioritizing client needs and best interests. They serve over 1,500 clients across five states, demonstrating their expertise and extensive experience in the public sector.

With the Council's approval, Ehlers would start in the role as Interim Finance Director on January 21, 2025, ensuring a seamless transition following Lynch's departure.

RECOMMENDATION

Please approve the Contracting Services Agreement with Ehlers Public Finance Advisors for the Interim Finance Director role.

ATTACHMENTS

Ehlers Contracting Services Agreement

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 3C**

STAFF ORIGINATOR: Dave Pecchia, Interim City Administrator

MEETING DATE: January 13, 2025

TOPIC: Axon Digital Mobile Evidence System

VOTE REQUIRED: Simple Majority

INTRODUCTION

At the January 6, 2025 City Council Work Session, the City Council reviewed and forwarded for formal action the request to authorize the purchase of a five-year plan for an Axon digital mobile evidence system.

BACKGROUND

The current digital mobile evidence system is the Panasonic Arbitrator system. Public Safety Captain Owens lead a review committee, responsible for reviewing current system options including capabilities and costs. The committee reviewed all available systems on the market and narrowed the final review to four top vendors. Axon provides a system which was recommended by Metro-INET and other local departments as well as provided advanced system capabilities over the other systems reviewed by the committee.

Public Safety Aid funds were awarded to the City and this funding source is identified to cover the purchase of a five-year plan. It was originally estimated that the cost would be approximately \$200,000. The final cost for a five-year contract is \$309,792.97. It is requested that the budget be amended to cover the full purchase cost.

RECOMMENDATION

Motion to approve an additional \$109,792.97, for a total of \$309,792.97, from the Public Safety Aid Funds to purchase a five-year plan for an Axon digital mobile evidence system.

ATTACHMENTS

None

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 3D**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: January 13, 2025

TOPIC: Consider Appointment of Part-Time Firefighter

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the appointment of Clayton Follett to the Part-Time Firefighter position within the Public Safety Department.

BACKGROUND

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

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

The starting wage for Follett will be at \$26.27 per hour, which is Starting Step of a 6 step wage scale for the Part-Time Firefighting position.

With the Council's approval, Follett would start in the position on January 16, 2025.

The Public Safety Department currently has 10 Part-Time Firefighters on staff.

RECOMMENDATION

Please approve the appointment of Clayton Follett to the Part-Time Firefighter position.

ATTACHMENTS

None

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 3E**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: January 13, 2025

TOPIC: Consider Appointment of Paid On-Call Firefighter

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the appointment of Benjamin Miller to the Paid On-Call Firefighter position within the Public Safety Department.

BACKGROUND

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

Miller will be stationed at Fire Station 1. Currently, the City has eleven firefighters at Fire Station 1 and twelve firefighters at Fire Station 2. Fully staffed would be twenty firefighters at each station.

The starting wage for Miller will be \$22.44 per hour. Miller will be eligible for an annual cost of living (COLA) adjustment and upon completion of 5 years of service will be eligible for a step increase.

With the Council's approval, Miller would start as a Paid On-Call Firefighter on January 16, 2025.

RECOMMENDATION

Please approve the appointment of Benjamin Miller to the Paid On-Call Firefighter position.

ATTACHMENTS

None

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 3F**

STAFF ORIGINATOR: Dave Pecchia, Interim City Administrator

MEETING DATE: January 13, 2025

TOPIC: Police Fleet Replacement Purchase

VOTE REQUIRED: Simple Majority

INTRODUCTION

At the January 6, 2025 City Council Work Session, the City Council reviewed and forwarded for formal action the request for funding for the purchase of three Tahoe's.

BACKGROUND

The 2023 budget included a capital police fleet replacement budget of \$60,610 per unit to replace four retiring police units. At that time the department placed an order for three Tahoe vehicles with North Country GM. The order was delayed to 2024 due to a significant manufacturing delay. There was a resulting cost increase for both the vehicles and cost to fully equip each unit. The current price is \$50,067 per unit and \$22,133.13 per unit equipment cost for a total of \$72,700 per unit. The total increase is \$36,270 for three vehicles over the 2023 budgeted amount. It is being requested this evening that the police fleet capital budget be amended to cover this cost. The alternative would have been to cancel the order as a price hold was not available between the model years.

RECOMMENDATION

Motion to amend the 2023 Police Fleet Capital amount for three Tahoe's to \$72,700 per unit, for a total increase of \$36,270 over the original budget.

ATTACHMENTS

None

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 5A**

STAFF ORIGINATOR: Diane Hankee, PE, City Engineer

MEETING DATE: January 13, 2025

TOPIC: Consider Resolution No. 25-02, Approving Payment No. 4 (Final), Watermark Park

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting council consideration to finalize the Watermark Park Project.

BACKGROUND

On February 13, 2023, the City Council passed resolution 23-15, awarding the construction contract for the Watermark Park Project in the amount of \$668,265.30 to Dimke Excavating, LLC. During the project additional trail paving was required to accommodate conduit to connect the electrical cabinet to transformer and an adjustment for the floating dock composite deck and railing. This resulted in a Contract addition in the amount of \$21,495.88. The final contract amount is \$689,761.18 of that the contractor earned \$683,120.58.

The project is now complete and is recommended for final payment. Funding for the project is through the General Fund Parks budget.

RECOMMENDATION

Approve Resolution No. 25-02, Approving Payment No. 4 and Final, Watermark Park Project in the amount of \$109,857.71 to Dimke Excavating, LLC.

ATTACHMENTS

1. Resolution 25-02
2. Pay Request No. 4 & Final – Watermark Park

**CITY OF LINO LAKES
RESOLUTION NO. 25-02**

APPROVING PAYMENT NO. 4 AND FINAL FOR THE WATERMARK PARK

WHEREAS, on February 13, 2023, the City Council passed resolution 23-15 awarding the construction contract for the Watermark Park Project in the amount of \$668,265.30 to Dimke Excavating, LLC.; and

WHEREAS, a complete summary of costs are detailed in Payment No. 4 (Final) where the final amount of the Watermark Park Project was \$683,120.58;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes that Payment Request No. 4 (Final) is approved for a final payment amount of \$109,857.71 for the Watermark Park Project to Dimke Excavating, LLC.

Adopted by the Council of the City of Lino Lakes this 13th day of January, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, City Clerk

Client: City of Lino Lakes 600 Town Center Parkway Lino Lakes, MN 55014-1182	Contractor: Dimke Excavating, Inc. 6535 Joyer Lane Lino Lakes, MN 55038
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WSB Project No.: 019496-000
Client Project No.:
State Project No.:
Federal Project No.:

Contract Amount**Funds Encumbered**

Original Contract	\$668,265.30	Original	\$668,265.30
Contract Changes	\$21,495.88	Additional	N/A
Revised Contract	\$689,761.18	Total	\$668,265.30

Work Certified To Date

Base Bid Items	\$661,624.70
Contract Changes	\$21,495.88
Material On Hand	\$0.00
Total	\$683,120.58

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$79,685.98	\$683,120.58	\$0.00	\$573,262.87	\$109,857.71	\$683,120.58
Percent Retained: 0%			Percent Complete: 99.04%		

FINAL PAY VOUCHER

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Dimke Excavating, Inc.

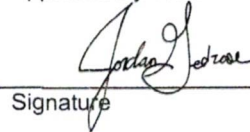


Signature

1-2-25

Date

Approved By WSB



Signature

01/02/2025

Date

Approved By City of Lino Lakes

Signature

Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	08/03/2023	\$213,548.80	\$10,677.44	\$202,871.36
2	09/05/2023	\$178,556.70	\$8,927.84	\$169,628.86
3	11/15/2023	\$211,329.10	\$10,566.45	\$200,762.65
4	11/22/2024	\$79,685.98	(\$30,171.73)	\$109,857.71

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
local	\$683,120.58	\$0.00	\$573,262.87	\$109,857.71	\$683,120.58

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	Local	\$109,857.71	\$689,761.18	\$668,265.30	\$683,120.58

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$34,880.00	1	0	\$0.00	1	\$34,880.00
2	2105.602 /LA01	ROCK CONSTRUCTION ENTRANCE	EACH	\$1,725.00	1	0	\$0.00	1	\$1,725.00
3	2106.507	COMMON EXCAVATION (P)	LS	\$83,880.00	1	0	\$0.00	1	\$83,880.00
4	2105.507	COMMON EXPORT (OFF SITE)	C Y	\$10.30	25	0	\$0.00	25	\$257.50
5	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$195.00	14	0	\$0.00	6	\$1,170.00
6	2130.523 /LA01	WATER (DUST CONTROL)	MGAL	\$0.01	200	0	\$0.00	0	\$0.00
7	2573.502 /LA07	INLET PROTECTION	EACH	\$285.00	8	0	\$0.00	0	\$0.00
8	2573.503 /LA13	BIOROLL	LF	\$3.45	2590	0	\$0.00	2590	\$8,935.50
9	2573.503 /WR01	SILT FENCE	L F	\$2.40	610	0	\$0.00	120	\$288.00
10	2575.503	FLOATATION SILT CURTAIN	L F	\$31.00	120	0	\$0.00	30	\$930.00
11	2504.602	ADJUST GATE VALVE & BOX	EACH	\$230.00	1	0	\$0.00	1	\$230.00
12	2105.507	SELECT GRANULAR BORROW	C Y	\$17.75	720	0	\$0.00	720	\$12,780.00
13	2521.518	CONCRETE DOCK ABUTMENT	EA	\$7,860.00	1	0	\$0.00	1	\$7,860.00
14	2521.518 /LA04	4" CONCRETE PAVEMENT W/BASE	S F	\$10.60	3700	0	\$0.00	3700	\$39,220.00
15	2360.504	TRAIL BITUMINOUS PAVEMENT W/BASE	S Y	\$27.00	1885	0	\$0.00	1885	\$50,895.00
16	2360.504	COURT BITUMINOUS PAVEMENT W/BASE	S Y	\$51.75	708	0	\$0.00	729	\$37,725.75

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
17	2521.518	SPORT COURT 24" CONCRETE MAINTENANCE STRIP	L F	\$55.50	272	0	\$0.00	272	\$15,096.00
18	2582.618	ACRYLIC COLOR SURFACING AND LINE STRIPING	S Y	\$12.65	708	0	\$0.00	729	\$9,221.85
19	2573.503	EROSION CONTROL BLANKET CATEGORY 30	S Y	\$2.75	130	0	\$0.00	0	\$0.00
20	2574.507 /LA01	PLANTING BED SOIL MIXTURE	C Y	\$39.85	76	76	\$3,028.60	76	\$3,028.60
21	2575.505	SEED MIXTURE TYPE 1 & HYDROMULCH	AC	\$6,375.00	4.6	2.6	\$16,575.00	4.6	\$29,325.00
22	2575.505 /LA01	SEED MIXTURE TYPE 2	ACRE	\$8,835.00	0.1	0.1	\$883.50	0.1	\$883.50
23	2571.524	CONIFEROUS TREE 6' HT B & B	EA	\$675.00	25	5	\$3,375.00	25	\$16,875.00
24	2571.524	DECIDUOUS TREE 2.5" CAL B&B	EA	\$810.00	52	12	\$9,720.00	52	\$42,120.00
25	2571.524	DECIDUOUS TREE 1.5" CAL B&B	EA	\$675.00	15	5	\$3,375.00	15	\$10,125.00
26	2571.524	SHRUB NO 5 CONT	EA	\$59.40	70	0	\$0.00	70	\$4,158.00
27	2571.524	PERENNIAL NO 1 CONT	EA	\$21.60	278	0	\$0.00	278	\$6,004.80
28	2575.507	MULCH MATERIAL TYPE 6	C Y	\$97.20	52	0	\$0.00	52	\$5,054.40
29	2540.603	LANDSCAPE EDGER	L F	\$9.15	100	0	\$0.00	100	\$915.00
30	2540.601	STONE MONUMENT	LS	\$64,400.00	1	0	\$0.00	1	\$64,400.00
31	2540.602	PERGOLA STRUCTURE	LS	\$27,760.00	1	0	\$0.00	1	\$27,760.00
32	2540.602	FLOATING DOCK	LS	\$41,480.00	1	0.25	\$10,370.00	1	\$41,480.00
33	2521.503	CONCRETE PLAYGROUND CURB W/BASE	L F	\$42.20	320	0	\$0.00	320	\$13,504.00
34	2540.602 /LA33	BASKETBALL GOAL	EACH	\$5,130.00	1	0	\$0.00	1	\$5,130.00
35	2540.602 /LA22	PICKLEBALL NET AND POST SYSTEM	EACH	\$2,500.00	2	0	\$0.00	2	\$5,000.00
36	2577.503 /LA02	8' HIGH, 3-RAIL CHAIN LINK FENCE	LF	\$87.65	272	0	\$0.00	272	\$23,840.80
37	2557.602 /LA01	8' HIGH, 4' WIDE GATE	EACH	\$2,070.00	1	0	\$0.00	1	\$2,070.00
38	2540.602	STONE COLUMN AT SHELTER POSTS	EA	\$2,375.00	6	0	\$0.00	6	\$14,250.00
39	2545.501	SHELTER LIGHTING, OUTLETS AND ELECTRICAL	L S	\$21,300.00	1	0.5	\$10,650.00	1	\$21,300.00
40	2451.507	COURSE FILTER AGGREGATE (LV)	C Y	\$42.60	5	5	\$213.00	5	\$213.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
41	2501.603	12" PIPE CULVERT	L F	\$56.00	25	0	\$0.00	25	\$1,400.00
42	2502.602	NYLOPLAST STRUCTURE	EA	\$3,225.00	2	0	\$0.00	2	\$6,450.00
43	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$1,725.00	1	0	\$0.00	1	\$1,725.00
44	2502.503 /LA10	6" PERF PE PIPE DRAIN (DRAINTILE)	LF	\$22.45	88	0	\$0.00	88	\$1,975.60
45	2502.503	6" PE PIPE DRAIN	L F	\$22.45	252	0	\$0.00	252	\$5,657.40
46	2502.602	6" DRAINTILE CLEANOUT	EA	\$770.00	2	0	\$0.00	2	\$1,540.00
47	2511.507	RANDOM RIPRAP CLASS III	C Y	\$345.00	0.5	0	\$0.00	1	\$345.00
Bid Totals:							\$58,190.10		\$661,624.70

Project Category Totals		
Category	Amount This Voucher	Amount To Date
Base Bid	\$58,190.10	\$661,624.70

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	48	2231.601	TRAIL PAVING REPAIR	LS	\$6,600.00	1	1	\$6,600.00	1	\$6,600.00
CO	1	49	2545.501	CONDUIT SYSTEM	LS	\$7,252.88	1	1	\$7,252.88	1	\$7,252.88
SA	1	50	2540.602	FLOATING DOCK	LS	\$7,643.00	1	1	\$7,643.00	1	\$7,643.00
Contract Change Totals:									\$21,495.88		\$21,495.88

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date
1	CO	Trail Paving Repair Conduit to connect electrical cabinet to transformer	\$13,852.88	\$13,852.88
1	SA	Quantity Adjustment - Floating Dock (composite decking and railing)	\$7,643.00	\$7,643.00

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 6A**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: January 13, 2025

TOPIC: Slater Addition
i. Consider Resolution No. 25-07 Approving Final Plat
ii. Consider Resolution No. 25-08 Approving Development Agreement

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council consideration of the above noted items.

Complete Application Date:	November 13, 2024
60-Day Deadline:	January 12, 2025
Planning & Zoning Board Meeting:	December 11, 2024
City Council Work Session:	January 13, 2025
City Council Meeting:	January 13, 2025

The applicant, Boulder Contracting, submitted a land use application for final plat for Slater Addition. The applicant proposes to subdivide the existing parcel located at 7869 Meadow View Trail into three (3) single family lots for the purpose of constructing two (2) new single family homes. The lot is 1.41 gross acres (61,294 sf).

The Land Use Application is:

- Final Plat
 - 3 lots

This staff report is based on the following information:

- Slater Addition plan set prepared by Plowe Engineering, Inc. and E.G. Rud & Sons, Inc. dated July 31, 2024 November 8, 2024
- Slater Addition final plat dated October 23, 2024
- Owner's Policy of Title Insurance dated October 11, 2024

BACKGROUND

On October 14, 2024, the City Council passed Resolution No. 24-134 approving the preliminary plat for Slater Addition. The Council staff report and resolution detail the project's consistency with the City's Comprehensive Plan and compliance with the City Code for zoning and subdivision requirements.

Planning & Zoning Board

On December 11, 2024, the Planning and Zoning Board reviewed the Slater Addition final plat and made the following findings of fact:

Per Section 1001.057 Review, Approval or Denial:

(1) The Planning and Zoning Board shall consider the final plat and the Community Development Department shall forward the Planning and Zoning Board recommendations to the City Council. The following requirements shall be met before consideration of the final plat by the Planning and Zoning Board:

- (a) The final plat shall substantially conform to the approved preliminary plat and phasing plan;

The final plat substantially conforms to the approved preliminary plat and phasing plan.

- (b) For plats that consist solely of individual single family residential lots, final plat applications for subsequent phases shall not be approved until building permits have been issued for 40% of lots in the preceding phase. This division applies only when the preceding phase consists of 40 or more lots; and

Not applicable. This is a three (3) lot single family residential subdivision and will be platted in one (1) phase.

- (c) Conditions attached to approval of the preliminary plat shall be substantially fulfilled or secured by the development agreement, as appropriate.

The conditions of the preliminary plat have been substantially fulfilled. Securities will be required with a Development Agreement.

Public Land Dedication

The proposed subdivision is within the Highland Meadow Park neighborhood service area. The development is not within the greenway system.

The City will require cash in lieu of land dedication for the two (2) new lots. Lot 3 with the existing house will not be charged a park dedication fee.

Park Dedication Fees	
Total # of Lots =	2
x 2025 Park Dedication Fee	\$3,500
= Total Due	\$7,000

Title Commitment

The City Attorney reviewed the title commitment and final plat and had no concerns.

Agreements

Stormwater Maintenance Agreement

A stormwater maintenance agreement is not required since a stormwater management plan is not required per City Code Chapter 1010.

Development Agreement

The attached Development Agreement shall be executed.

Findings of Fact

City Code Section 1001.057 (2) details requirements that shall be met before consideration of the final plat by the City Council. The attached Resolution No. 25-07 details these findings of fact.

RECOMMENDATION

Staff and the Planning & Zoning Board recommend approval of the Slater Addition final plat.

ATTACHMENTS

1. Preliminary Plat
2. Resolution No. 25-07
3. Final Plat
4. Resolution No. 25-08
5. Development Agreement

PRELIMINARY PLAT

~for~ BOULDER CONTRACTING
~of~ SLATER ADDITION

DEVELOPER/BUILDER

BOULDER CONTRACTING
16522 WAKE STREET N.E.
HAM LAKE, MN 55304
ATTN: BRIAN JANSEN
TEL. 612-369-2746

OWNER

GEORGE AND JANELLE SLATER
7869 MEADOW VIEW TRAIL
LINO LAKES, MN 55014

CIVIL ENGINEER

PLOWE ENGINEERING, INC.
6776 LAKE DRIVE NE,
SUITE 110 LINO LAKES, MN 55014
TEL. 651.361.8210

SURVEYOR

E.G. RUD & SONS, INC.
6776 LAKE DRIVE NE,
SUITE 110 LINO LAKES, MN 55014
TEL. 651.361.8200

PROPERTY DESCRIPTION

Lot 1, Block 4, MAR DON ACRES, Anoka County, Minnesota, together with that portion of Lois Lane vacated by Document No. 2320299.001.

AREA

TOTAL SITE AREA:	61,295 S.F. (1.41 ACRES)
PROPOSED LOTS:	3 SINGLE FAMILY RESIDENTIAL
PROPOSED PUBLIC RIGHT OF WAY:	NONE
GROSS DENSITY:	2.13 LOTS/ACRE
NET DENSITY:	2.13 LOTS/ACRE

ZONING AND SETBACKS

CURRENT ZONING IS R-1 - SINGLE FAMILY RESIDENTIAL

BUILDING SETBACKS:	
MINOR COLLECTOR STREET:	30 FEET
SIDE YARD:	10 FEET
REAR YARD	30 FEET

MINIMUM LOT SIZE:	10,800 S.F.
MINIMUM LOT DEPTH:	135 FEET
MINIMUM LOT WIDTH:	80 FEET

CITY OF LINO LAKES 2040 COMPREHENSIVE PLAN

2017 EXISTING LAND USE:
RURAL RESIDENTIAL

2040 FUTURE LAND USE:
LOW DENSITY RESIDENTIAL

MUSA

PROPERTY IS IN THE MUSA DISTRICT.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 5/23/2024.
- Fee ownership is vested in George R. Slater and Jenelle D. Slater.
- Parcel ID Number: 08-31-22-24-0023.
- Address of the surveyed premises: 7869 Meadow View Trail, Lino Lakes, MN 55014.
- Bearings shown are on Anoka County's coordinate system.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain.), according to Flood Insurance Rate Map No. 27003C0355E Community No. 270015C Panel No. 0355 Suffix E by the Federal Emergency Management Agency, effective date December 16, 2015.
- Location of utilities existing on or serving the surveyed property determined by:
 - Observed evidence.
 - Markings requested by E.G. Rud & Sons Inc. per Gopher State One Call Ticket No. 241512331.
 - Record drawings provided by the City of Lino Lakes' engineering department.
 - Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation.
- This survey was prepared using Stewart Title Guaranty Company Title Commitment No. 699053. Said Title Commitment was dated effective on July 8, 2024.
- Contours within the site were field shot. Contours shown offsite are from MNGEO LIDAR Topography.
- Proposed building pads , driveway and grading per Plowe Engineering plans.

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

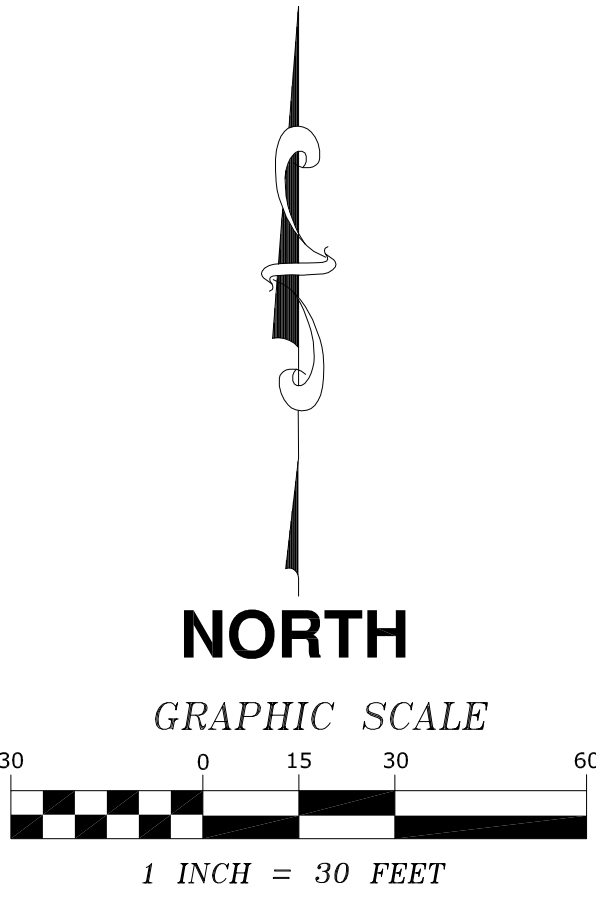
JASON E. RUD

Date: 11/8/2024 License No. 41578



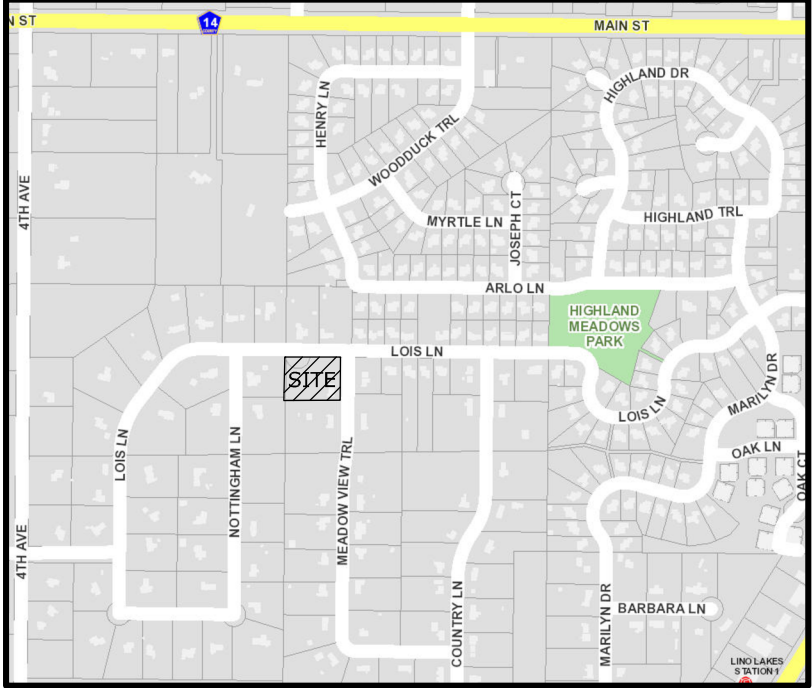
E. G. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

www.egrud.com



VICINITY MAP

PART OF SEC. 8, TWP. 31, RNG. 22



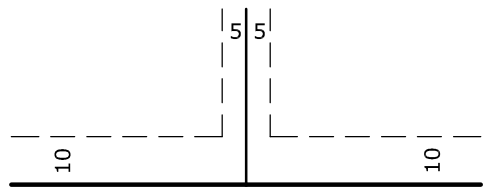
ANOKA COUNTY, MINNESOTA
(NO SCALE)

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT TO BE SET, MARKED RLS# 41578
- AC DENOTES AIR CONDITIONING UNIT
- CD DENOTES CABLE PEDESTAL
- CO DENOTES CLEAN OUT
- CS DENOTES CURB STOP
- EC DENOTES ELECTRICAL BOX
- ES DENOTES EXISTING SPOT ELEVATION
- FB DENOTES FIBER OPTIC BOX
- GM DENOTES GAS METER
- HY DENOTES HYDRANT
- LP DENOTES LIGHT POLE
- MB DENOTES MAILBOX
- PP DENOTES POWER POLE
- SSM DENOTES SANITARY SEWER MANHOLE
- SG DENOTES SIGN
- SB DENOTES SOIL BORING. (BY HAUGO)
- TP DENOTES TELEPHONE PEDESTAL
- W DENOTES WELL
- X-X DENOTES FENCE
- X-X-X-X DENOTES EXISTING CONTOURS
- S- DENOTES EXISTING SANITARY SEWER
- W- DENOTES EXISTING WATER MAIN
- E- DENOTES UNDERGROUND ELECTRIC LINE
- GAS- DENOTES UNDERGROUND GAS LINE
- FIBER- DENOTES UNDERGROUND FIBER OPTIC LINE
- BLD-SB- DENOTES BUILDING SETBACK LINE
- TL DENOTES TREE LINE
- BS DENOTES BITUMINOUS SURFACE
- CS DENOTES CONCRETE SURFACE
- X DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)
- T DENOTES TREE

EASEMENT DETAIL

(NOT TO SCALE)
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

DRAWN BY:	BAB	JOB NO:	240516PP	DATE:	7/11/2024
CHECK BY:	JER	FIELD CREW:	RW/MR		
1	7/30/24	RECEIVED TITLE COMMITMENT	BAB		
2	9/24/24	CITY COMMENTS (ADD'L TOPO)	BAB		
3	11/8/24	CITY COMMENTS (ADD'L TOPO)	BAB		
NO.	DATE	DESCRIPTION	BY		

CITY OF LINO LAKES
RESOLUTION NO. 25-07

RESOLUTION APPROVING SLATER ADDITION FINAL PLAT

WHEREAS, on November 13, 2024, the City received a complete land use application for Slater Addition final plat hereafter referred to as Development; and

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

- Slater Addition plan set prepared by Plowe Engineering, Inc. and E.G. Rud & Sons, Inc. dated July 31, 2024 November 8, 2024
- Slater Addition final plat dated October 23, 2024
- Owner’s Policy of Title Insurance dated October 11, 2024; and

WHEREAS, the City Council approved the preliminary plat with Resolution No. 24-134 on October 14, 2024; and

WHEREAS, the Planning & Zoning Board reviewed and recommended approval of the Development on December 11, 2024; and

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

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

FINDINGS OF FACT

Per City Code Section 1001.057 Review, Approval or Denial:

(2) The following requirements shall be met before consideration of the final plat by the City Council:

- (a) The final plat shall substantially conform to the approved preliminary plat and phasing plan.

The final plat substantially conforms to the approved preliminary plat and phasing plan.

- (b) For plats that consist solely of individual single family residential lots, final plat applications for subsequent phases shall not be approved until building permits have been issued for 40% of lots in the preceding phase. This division applies only when the

preceding phase consists of 40 or more lots.

Not applicable. This is a three (3) lot single family residential subdivision and will be platted in one (1) phase.

(c) City attorney approval of the status of title/property ownership related to the final plat.

The City attorney has reviewed and approved the status of the title/property ownership.

(d) Completed development contract.

A Development Agreement has been completed and shall be executed.

(e) Conditions attached to approval of the preliminary plat shall be fulfilled or secured by the development agreement, as appropriate; and

The conditions of the preliminary plat have been substantially fulfilled. Securities will be required with a Development Agreement.

(f) All fees, charges and escrow related to the preliminary or final plat shall be paid in full.

All fees, charges and escrow related to the preliminary or final plat shall be paid in full prior to release of the final plat mylars.

BE IT FURTHER RESOLVED the final plat is approved subject to the following conditions:

1. The new houses on proposed Lots 1 and 2, Block 1, Slater Addition shall connect to municipal watermain and municipal sanitary sewer main.

BE IT FURTHER RESOLVED the following items shall be addressed prior to releasing the final plat mylars:

1. Comments from City Engineer Memo dated December 4, 2024.
2. Comments from Environmental Memo dated November 14, 2024.
3. The existing pavers shall be removed.
4. The existing fence on proposed Lot 2, Block 1, Slater Addition shall be removed.

BE IT FURTHER RESOLVED the following items shall be addressed prior to issuing building permits for Lot 1 or Lot 2, Block 1, Slater Addition:

1. Sheet C1.2, Removals Plan, notes the existing septic and existing well to be removed per local and state regulations.

- a. The developer shall submit to the City the MPCA SSTA Abandonment Reporting Form as proof that the private septic system has been properly removed.
 - b. The developer shall submit to the City the MDH Well and Boring Sealing Record as proof that the private well has been properly capped.
2. Copies of the following executed and recorded documents shall be submitted to the City:
 - a. Final Plat
 - b. Development Agreement

Adopted by the City Council of the City of Lino Lakes this 13th day of January, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

PRELIMINARY COPY

LAST SAVED BY: BBYER on Wednesday, October 23, 2024 at 4:31:57 PM
LOCATION: C:\USERS\BBYER\EGRUD\DESKTOP\REMOTE JOBS\240516PP
FILENAME: 240516-FINAL PLAT.DWG
FILESIZE: 27.56MB

City of Lino Lakes
County of Anoka
Sec. 8, T31, R22

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

Lot 1, Block 4, MAR DON ACRES, Anoka County, Minnesota, together with that portion of Lois Lane vacated by Document No. 2320299.001.

Has caused the same to be surveyed and platted as SLATER ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

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

BOULDER CONTRACTING, LLC

Brian Jansen, General Manager

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20__ by Brian Jansen, General Manager of Boulder Contracting, LLC, a Minnesota limited liability company, on behalf of the company.

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

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

Dated this ____ day of _____, 20__.

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

STATE OF MINNESOTA
COUNTY OF _____

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

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

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

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

By _____ Mayor By _____ Clerk

COUNTY SURVEYOR

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

David M. Zieglmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By _____, Deputy

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

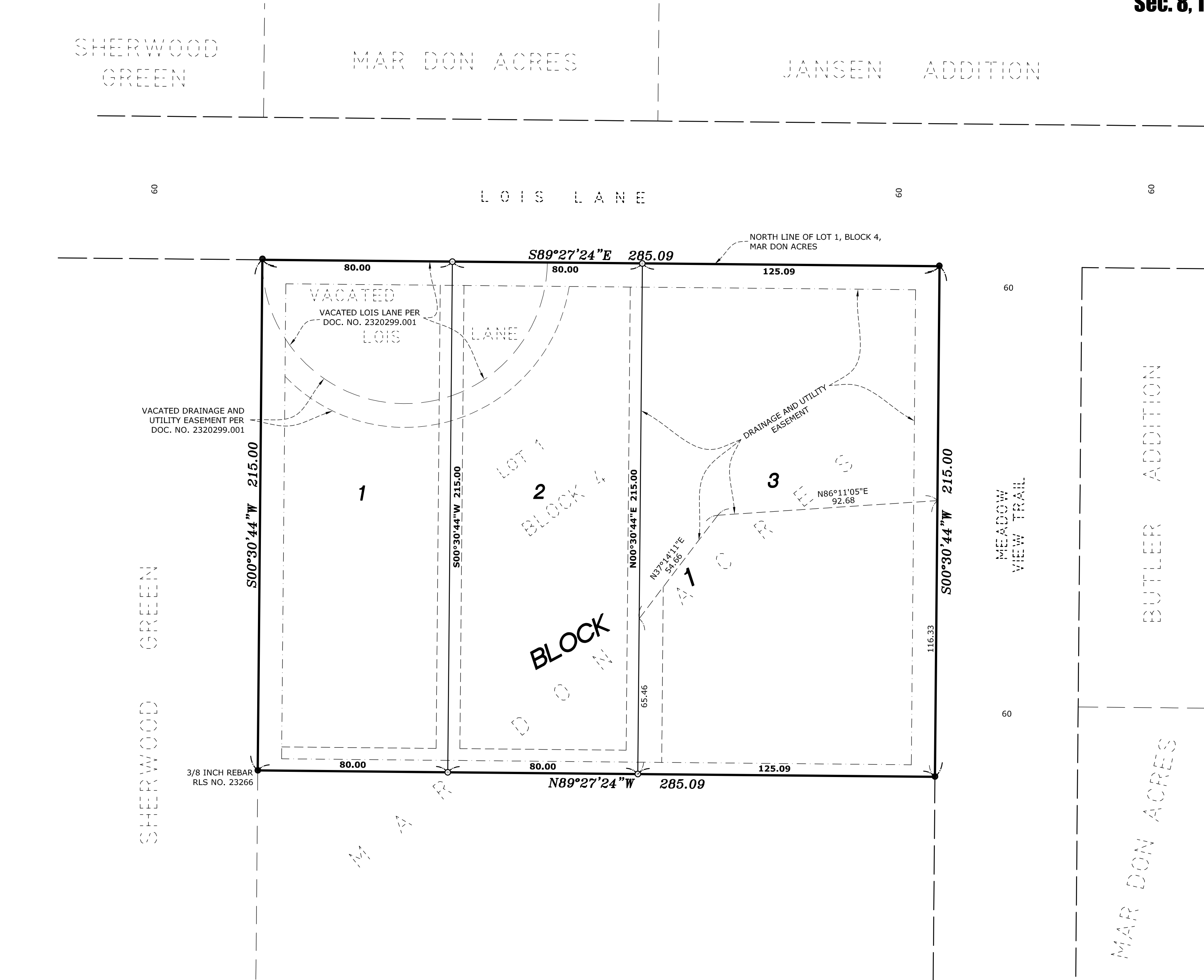
I hereby certify that this plat of SLATER ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____, 20__, at ____ o'clock ____ M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____, Deputy



SLATER ADDITION

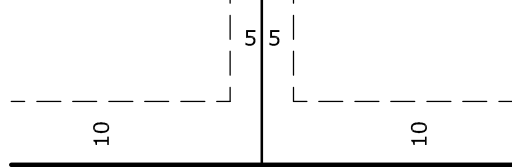


LEGEND

- DENOTES FOUND 1/2 INCH IRON PIPE, MARKED RLS NO. 9018 UNLESS OTHERWISE NOTED.
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE SET, MARKED RLS NO. 41578.
- DENOTES DRAINAGE AND UTILITY EASEMENT PER PLAT OF MAR DON ACRES

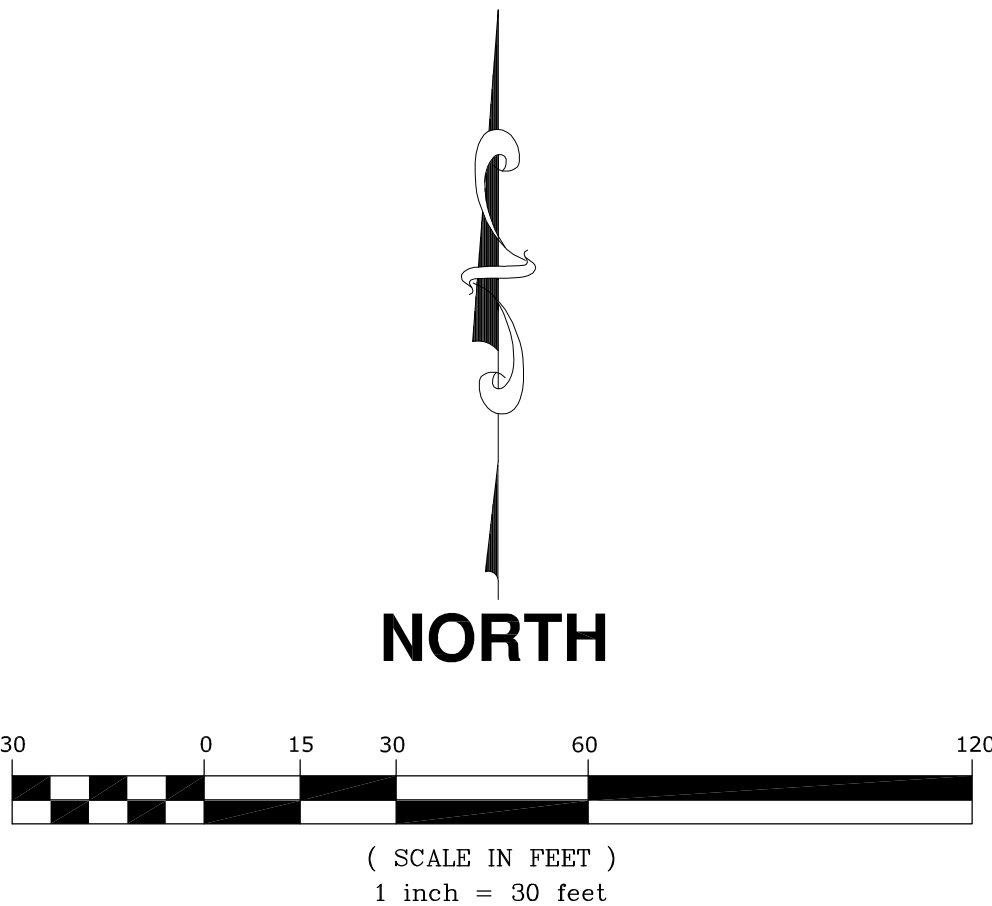
EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

FOR THE PURPOSES OF THIS PLAT, THE NORTH LINE LOT 1, BLOCK 4, MAR DON ACRES, ANOKA COUNTY, MINNESOTA IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 27 MINUTES 24 SECONDS EAST.



CITY OF LINO LAKES
RESOLUTION NO. 25-08

RESOLUTION APPROVING SLATER ADDITION DEVELOPMENT AGREEMENT

WHEREAS, on January 13, 2025 the City Council passed Resolution No. 25-07 approving Slater Addition final plat; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes approves the Development Agreement between Boulder Contracting, LLC and the City of Lino Lakes for Slater Addition and authorizes the Mayor and City Clerk to execute such agreement on behalf of the City

Adopted by the City Council of the City of Lino Lakes this 13th day of January, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

DEVELOPMENT AGREEMENT

Slater Addition

THIS AGREEMENT is made this ____ day of _____, 2025, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, and Boulder Contracting LLC. ("Developer").

1. **Subdivision.** Developer received preliminary plat approval from the City by Resolution No. 24-134 for a plat known as Slater Addition ("Subdivision"). Unless otherwise stated, all terms and conditions of this Agreement relate to work within the Subdivision.
2. **Final Plat Approval.** The City's approval of the final plat of Slater Addition is contingent upon execution and delivery of this agreement, all required petitions, bonds, security, and other documents required by the City, and satisfaction of all conditions of approval required by Resolution No. 25-07. The Final Plat including 3 lots is attached hereto as Exhibit A.
3. **Phased Development.** Not Applicable.
4. **Developer Plans.**
 - a. The Subdivision shall be developed in accordance with the following Developer Plans, original copies of which are on file with the City Engineer. The Developer Plans may be prepared and revised after entering into this Agreement but must be approved by the City before commencement of any work. If the plans vary from the written terms of this Agreement, this Agreement shall control.
 - b. The Developer Plans as of the date of this Agreement are:
 - i. Slater Addition plan set containing 9 sheets, prepared by Plowe Engineering Inc., received November 12, 2024, signed date November 8, 2024.
 - ii. Slater Addition Final Plat, received November 12, 2024, prepared by E.G. Rud & Sons Inc.
5. **Permits.** The Developer shall be responsible for securing all site grading and development approvals and all other required permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of site grading or construction and prior to the City awarding construction contracts for public improvements.

6. **Developer Improvements.** The Developer shall secure a contractor to install the improvements described in this paragraph, or otherwise required herein to be installed by Developer, hereinafter referred to as the “Developer Improvements,” which contractor shall be approved by the City in its absolute and sole discretion. The Developer Improvements shall be constructed per the City Standard Specifications for Construction January 2024, current version.

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

a. Site Grading

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

b. Grading and Erosion Control

- i. The Developer shall grade the site to within 0.2 foot of the grades shown on the approved grading plan. No deviations will be allowed unless a revised plan is submitted and approved in writing by the City and all other regulatory agencies.
- ii. The street right-of-way, storm water storage ponds, and surface water drainage ways shall be graded prior to commencement of utility construction. Four inches of topsoil and a City approved seed mix shall be installed within disturbed areas, and seed mix information shall be provided to the City. Surface water management systems shall be maintained by the Developer until they are accepted by the City.
- iii. The Developer shall be responsible for ascertaining that site geotechnical and groundwater conditions are adequate and conforming with the grading and site improvement as proposed. The Developer shall provide testing from an approved testing company.

- iv. The Developer's engineer shall certify in writing, with an as-built survey, that all grading complies with the approved grading plan prior to issuance of any building permits.
- v. The Developer shall promptly clear dirt and debris within public rights-of-way and drainage and utility easements resulting from construction by the Developer, its purchasers, builders and contractors within five (5) days after notification by the City. The Developer shall be responsible for all necessary street and storm sewer maintenance, including street sweeping, until all home construction is completed, unless otherwise released by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on them, including detour signs if necessary. If and when the streets become impassable, such streets shall be barricaded and closed. The Developer shall maintain a smooth, hard driving surface and adequate drainage on all temporary streets. If the Developer chooses to have the City snow plow the streets before the wear course is installed and in order to provide access to the Development area, the Developer shall be responsible for damage such as curb and gutter replacement caused by the City's snow removal process.
- c. Final street grading, subbase, gravel base, concrete curb and gutter, and bituminous base and wear course, street signs and striping shall be furnished and installed.
- d. Sidewalks, trails and street lighting shall be installed within 6 months of the bituminous base course. Extensions may be approved by the City Engineer, due to weather conditions, upon receipt of a written request in writing by the Developer to the City. In no case shall such extension extend beyond one year from the date of installation of bituminous base course. The Developer shall be responsible for sidewalk damage until the project is accepted by the City and escrow balances are returned.
- e. Storm sewers, when determined to be necessary by the City Engineer, including all necessary laterals, catch basins, inlets and other appurtenances, shall be furnished and installed.
- f. Sanitary sewer mains, laterals or extensions, including all necessary building services and other appurtenances, shall be furnished and installed.
- g. Water mains, laterals or extensions, including all necessary building services, hydrants, valves and other appurtenances, shall be furnished and installed.

- h. The Developer shall place iron monuments at all lot, block, and outlot corners and at all other angle points on boundary lines consistent with the final plat. Iron monuments shall be placed after all street and lawn grading has been completed in order to preserve the lot markers for future property owners. Lot corner irons on the back property line shall be installed so that the top of the iron corresponds to the finished ground elevation in accordance with the approved grading plan. Guard stakes shall be appropriately installed to mark these irons.
 - i. Landscaping shall be furnished and installed in accordance with the approved plans. The landscaping shall be maintained by the Developer until accepted by the City's Environmental Coordinator.

Developer shall be responsible for vegetative restoration of ponding areas, outlots, wetland mitigation areas, and other native planting areas identified on the plans in accordance with City Standard Specifications for Construction. Developer shall provide a contract with a qualified firm for the establishment and maintenance of all open space / native plant areas. Said contract shall cover a minimum of the 3 year establishment period, from the date of planting.
 - j. The Developer shall arrange for all gas, telecommunications, cable, internet, electric, and other necessary private utility services to the Subdivision in accordance with City Code and State law. The utilities are required to be located within a joint trench. Street light installations shall be initiated by the Developer with City Engineer approval. The Developer is solely responsible for the cost of private utility and internet installation.
 - k. The Developer shall install mailboxes in accordance with Federal and Postal Service regulations.
 - l. The Developer shall install wetland buffer signs per City standard detail plates prior to the issuance of building permits.
7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by November 31, 2025. The Developer may request a reasonable extension of time from the City. If the extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
8. **City Improvements.** No City installed improvements are proposed to be constructed for this subdivision.
9. **Record Drawings.**

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

10. Faithful Performance of Construction Contracts and Security.

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

- c. Alternatively, the Developer may enter into a Public Improvement Surety Agreement, subject to City approval.
 - d. Reduction of Security. The Developer may request reduction of the Letter of Credit or cash deposit based on prepayment or the value of the completed improvements at the time of the requested reduction.
11. **Warranty.** The Developer warrants all utility work required to be performed by it against poor material and faulty workmanship for a period of two years after its completion and acceptance by the City. All new streets shall be warranted by the developer for a period of one year from the time the final inspection of the street is completed and accepted by the City Council. All trees, grass and sod shall be warranted to be alive, of good quality and disease free for 12 months after planting. Prior to final acceptance of the Developer Improvements the City shall require a Surety Bond or Cash Escrow to cover the warranty provisions of this Agreement. The amount shall be 20 % of the original cost of construction identify in Exhibit B.
12. **Dedication.** The Developer shall dedicate to the City, at no cost to the City, any permanent or temporary easements that may be necessary for the construction and installation of the Developer Improvements. All such easements required by the City shall be in writing, in recordable form, containing such terms and conditions as the City shall determine.
13. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the public improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are to be deemed private infrastructure.
14. **Recording and Release.** The Developer agrees that the terms of this Development Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Development Agreement with the Anoka County Recorder to give notice to future purchasers and owners. This shall be recorded against the Subdivision described on Page 1.
15. **Escrow for City's Costs.**
- a. The Developer agrees to establish a non-interest bearing escrow account with the City in an amount determined by the City Administrator or their designee for the payment of all costs incurred by the City related to the development of the Subdivision including, but not limited to, the following (See Exhibit B for breakdown of costs):
 - i. Planning/ Review

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

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

a. Park Dedication

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

$$2 \text{ units} \times \$3,500 \text{ per unit (Residential)} = \$7,000.00$$

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

c. GIS Mapping Fees

d. Trunk Sewer Connection Fees

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

Trunk Charge

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

dwelling unit.

Sanitary Sewer	\$1,801.00 Per Unit
----------------	---------------------

Availability Charge

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

City Sewer (CSAC)	\$1,686.00 Per SAC Unit
-------------------	-------------------------

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

e. Trunk Water Connection Fees

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

Trunk Charge

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

Water	\$2,588.00 Per Unit
-------	---------------------

Availability Charge

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

City Water (CWAC)	\$1,628.00 Per SAC Unit
-------------------	-------------------------

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

f. Surface Water Management Area Charges

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

17. Assessment of Charges and Waiver of Rights.

- a. In consideration of the construction of City Improvements listed in Section 7 and /or provision of sewer, water and storm water services, the Developer agrees that the costs of City Improvements together with Trunk Sewer Unit Charge, Trunk Water Unit Charge and the Surface Water Management Area Charge (collectively, "the Charges") may be assessed against the Subdivision parcels. The Developer hereby waives any and all procedural and substantive objections to the special assessments, including notice and hearing requirements, any claim that the assessments exceed the benefit to the properties, and any right to appeal.
- b. Unless the Developer pays the entire balance owed for the Charges contemporaneously with the execution of this Agreement, the Developer shall provide to the City a cash escrow or irrevocable letter of credit in an amount equal to 35% of the total assessments for the Charges as estimated by the City Engineer (see Exhibit B). The letter of credit shall be in a form, and from a bank, as approved by the City. The letter of credit or cash escrow may be used by the City upon default by Developer in the payment of special assessments. The cash escrow or letter of credit shall remain in place throughout the term of the special assessments. The letter of credit may not be terminated without the City's written consent.
- c. Developer, its heirs, successors or assigns, agrees that within 30 days after the date of sale of a lot, the Developer, its heirs, successors or assigns, at its own cost and expense, shall pay the entire unpaid charges assessed or to be assessed under this Agreement against such property.
- d. If a certificate of occupancy is issued before the special assessments have been levied, the Developer, its heirs, successors or assigns shall pay the City the sum of cash equal to 120% of the Engineer's estimate of the special assessments for such Charges that would be levied against the property. Upon such payment the City shall issue a certificate showing the assessments are paid in full.

Notwithstanding the issuance of said certificate, the Developer shall be liable to the City for any deficiency and the City shall pay the Developer any surplus arising from the payment based upon such estimate.

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

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

- a. Site grading, certified compaction testing, City sewer, water, storm sewer, and bituminous base construction of the streets, temporary street signs, gas, electric, telecommunication, cable and internet are installed and approved by the City, except as provided below
 - i. Model homes not applicable.
 - ii. Not Applicable.

19. Special Provisions. Per City staff reports.

20. **Hours of Construction Activity.**

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

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

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

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

23. **General.**

a. Binding Effect

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subdivision and

shall be deemed covenants running with the land, unless otherwise released pursuant to section 14 of this Agreement.

b. Validity.

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

c. Notices

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

Boulder Contracting LLC.
16522 Wake Street NE
Ham Lake MN 55304
brian@bouldercontractingllc.com

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

24. **Land Use Controls - Planned Unit Development.** Not Applicable.

DRAFT

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

CITY OF LINO LAKES

By _____
Mayor

ATTEST

By _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____ day of _____, 2025,
by Rob Rafferty as Mayor of the City of Lino Lakes on behalf of said City.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____ day of _____, 2025,
by Roberta Colotti as City Clerk of the City of Lino Lakes on behalf of said City.

Notary Public

THIS PAGE INTENTIONALLY LEFT BLANK

DRAFT

Execution page of the Developer to the Development Agreement, dated as of the date and year first written above.

DEVELOPER

By _____

Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2025, before me, a Notary Public within and for said County, personally appeared _____ of _____ (Developer), who executed the foregoing instrument.

Notary Public

This instrument was drafted by:

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

CONSENT AND SUBORDINATION

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

IN WITNESS WHEREOF, _____, has caused this Consent and Subordination to be executed this ____ day of _____, 2025.

By:

Its:

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this ____ day of _____, 2025, before me, a Notary Public within and for said County, personally appeared _____, who executed the foregoing instrument.

Notary Public

EXHIBIT A

Final Plat

DRAFT

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

Lot 1, Block 4, MAR DON ACRES, Anoka County, Minnesota, together with that portion of Lois Lane vacated by Document No. 2320299.001.

Has caused the same to be surveyed and platted as SLATER ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

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

BOULDER CONTRACTING, LLC

Brian Jansen, General Manager

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____ by Brian Jansen, General Manager of Boulder Contracting, LLC, a Minnesota limited liability company, on behalf of the company.

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

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

Dated this ____ day of _____, 20____.

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

STATE OF MINNESOTA
COUNTY OF _____

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

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

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

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

By _____ Mayor By _____ Clerk

COUNTY SURVEYOR

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

David M. Zieglmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By _____, Deputy

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

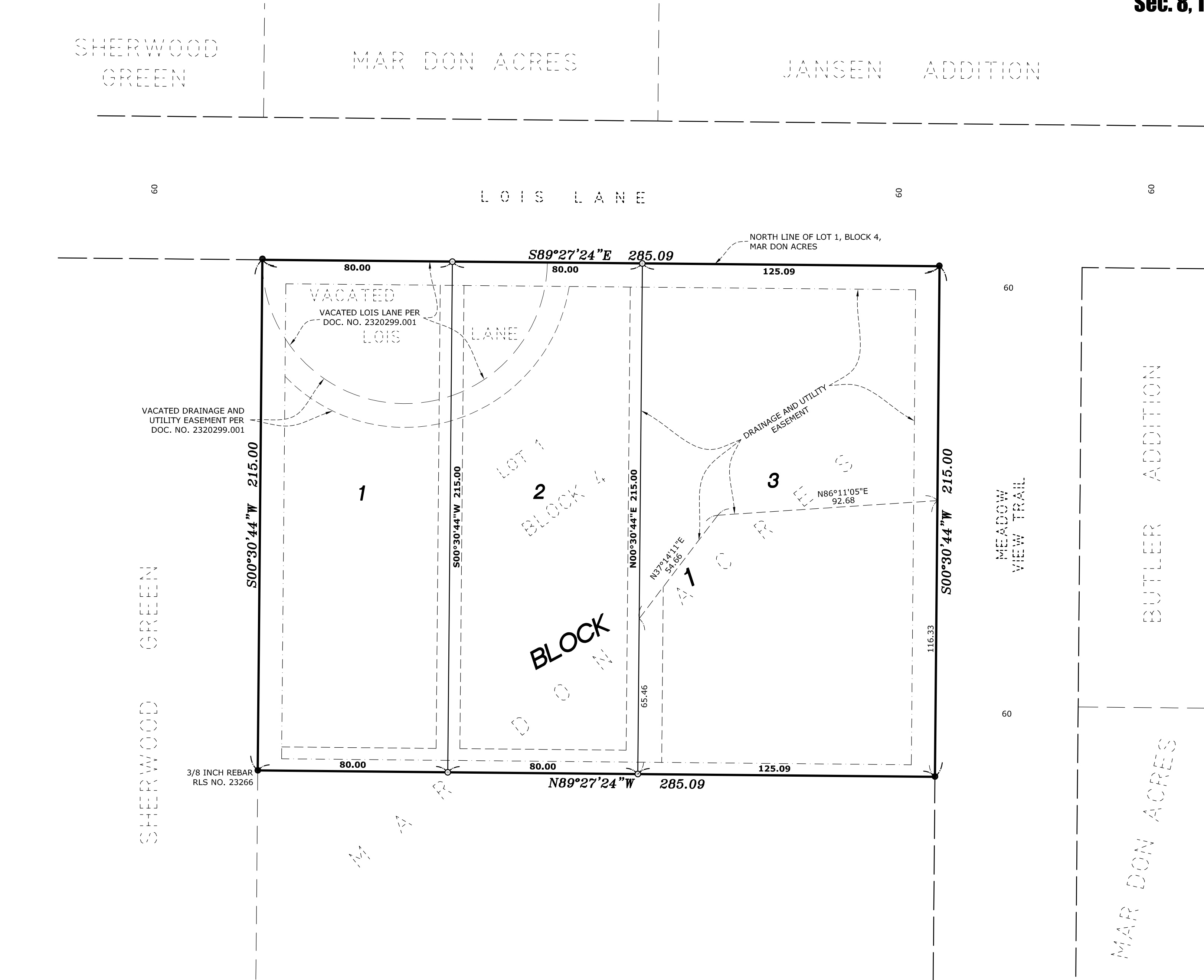
I hereby certify that this plat of SLATER ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____, 20____, at ____ o'clock ____ M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____, Deputy



SLATER ADDITION



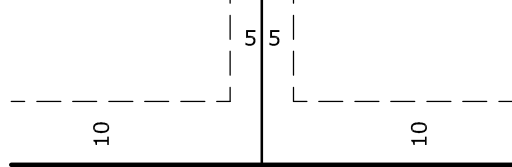
LEGEND

- DENOTES FOUND 1/2 INCH IRON PIPE, MARKED RLS NO. 9018 UNLESS OTHERWISE NOTED.
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE SET, MARKED RLS NO. 41578.
- DENOTES DRAINAGE AND UTILITY EASEMENT PER PLAT OF MAR DON ACRES

FOR THE PURPOSES OF THIS PLAT, THE NORTH LINE LOT 1, BLOCK 4, MAR DON ACRES, ANOKA COUNTY, MINNESOTA IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 27 MINUTES 24 SECONDS EAST.

EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

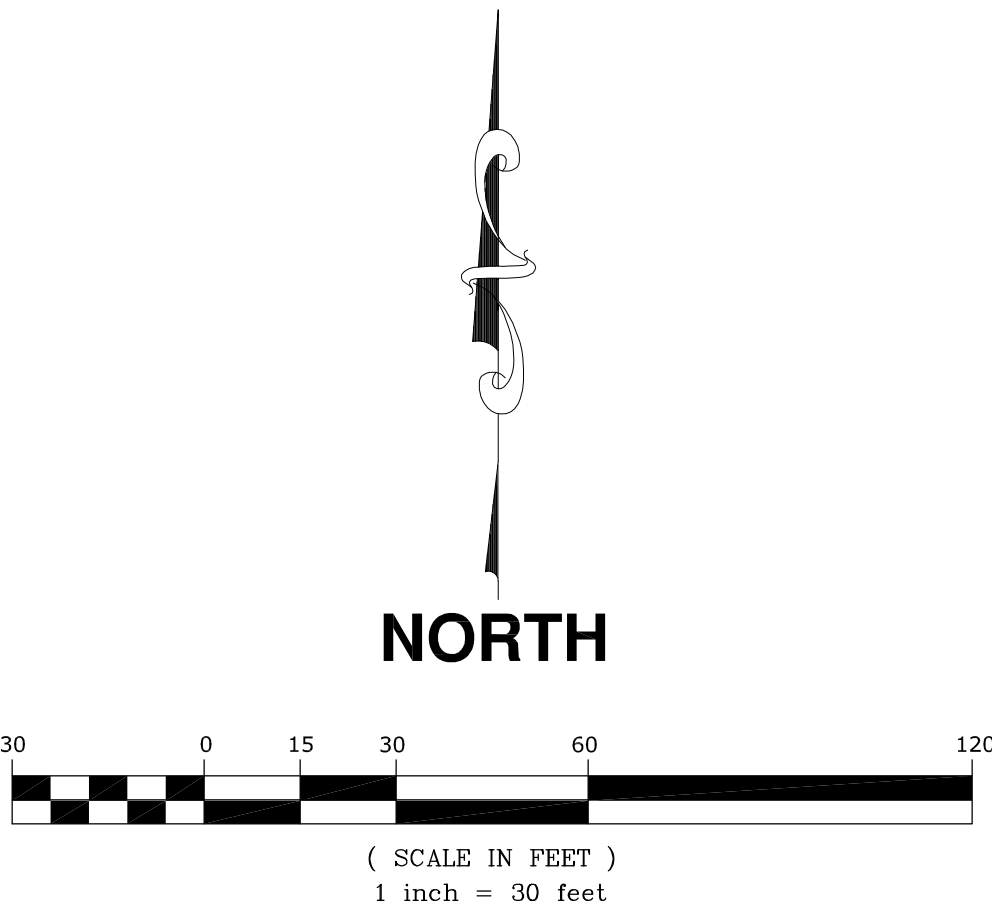


EXHIBIT B

Securities, Escrows & Fees

DRAFT

EXHIBIT B
Securities, Escrows & Fees

PROJECT: SLATER ADDITION	NUMBER OF REU's:	2
APPLICANT: BOULDER CONTRACTING LLC	NO. OF LOT FRONTAGE:	2
	AREA (ACRES):	1.41

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Private)</u>	
SITE GRADING	\$22,000
EROSION CONTROL	\$1,000
LANDSCAPING	\$0
PARKING LOT	\$0
STORM SEWER CONST.	\$0
SANITARY SEWER CONST.	\$0
WATERMAIN CONST.	\$0
LIGHTING	\$0
Total	<u>\$23,000</u>
Letter of Credit Amount X 35%	\$8,050

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$0
ADMINISTRATION	\$1,000
ENGINEER PLAN REVIEW	\$1,700
ENGINEER CONSTRUCTION SERVICES	\$3,800
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$2,600
STREET LIGHT INSTALLATION	\$0
STREET & STORMWATER MAINTENANCE	\$2,800
PROPERTY TAXES	\$0
BOULEVARD TREE PLANTING	\$1,200
Total	<u>\$13,100</u>

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$7,000
PARK DEDICATION CREDIT	\$0
Subtotal Park Dedication Fee	\$7,000
AUAR	\$0
GIS MAPPING FEE	\$180
STREET LIGHTING OPERATION	\$0
Total	<u>\$7,180</u>

TRUNK SANITARY SEWER	
TRUNK CHARGE PER (ACRE OR UNIT)	\$3,602
AVAILABILITY CHARGE PER SAC UNIT	\$3,372
SANITARY ASSESSMENT LOIS LN (18,457/2)*ENR	\$16,791
TRUNK WATERMAIN	
TRUNK CHARGE PER (ACRE OR UNIT)	\$5,176
AVAILABILITY CHARGE PER SAC UNIT	\$3,256
WATERMAIN ASSESSMENT LOIS LN (18,457/2)*ENR	<u>\$16,791</u>
TOTAL TRUNK SEWER & WATER FEES	\$48,988
SURFACE WATER MANAGEMENT	
SURFACE WATER MANAGEMENT CREDIT	<u>\$0</u>
TOTAL SURFACE WATER MANAGEMENT FEES	\$11,586
Total	<u>\$60,574</u>
Letter of Credit Amount X 35%	\$21,201

<u>SUMMARY OF SECURITIES, ESCROW & FEES</u>	
SECURITY: DEVELOPER IMP'MENT COSTS	\$8,050
ESCROW FOR CITY COSTS	\$13,100
DEVELOPMENT FEES	\$7,180
SECURITY: TRUNK FEES	\$21,201

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 6B**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: January 13, 2025

TOPIC: Spargur Estates
i. Consider Resolution No. 25-09 Approving Final Plat
ii. Consider Resolution No. 25-10 Approving Development Agreement

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council consideration of the above noted items.

Complete Application Date:	November 15, 2024
60-Day Deadline:	January 14, 2025
Planning & Zoning Board Meeting:	December 11, 2024
City Council Work Session:	January 13, 2025
City Council Meeting:	January 13, 2025

The applicant, Mespargur Inc., submitted a land use application for final plat for Spargur Estates. The applicant proposes to subdivide the existing parcel located at 559 Lois Lane into three (3) single family lots for the purpose of constructing two (2) new single family homes. The lot is 1.11 gross acres (48,510 sf).

The Land Use Application is:

- Final Plat
 - 3 lots

This staff report is based on the following information:

- Spargur Estates Plan Set prepared by Plowe Engineering, Inc. and E.G. Rud & Sons, Inc. revision date November 14, 2024
- Drainage Report prepared by Plowe Engineering, Inc. revision date November 14, 2024

- Title Commitment prepared by Old Republic National Title Insurance Company dated August 23, 2024
- Spargur Estates Final Plat

BACKGROUND

On December 9, 2024, the City Council passed Resolution No. 24-157 approving the preliminary plat for Spargur Estates. The Council staff report and resolution detail the project's consistency with the City's Comprehensive Plan and compliance with the City Code for zoning and subdivision requirements.

Planning & Zoning Board

On December 11, 2024, the Planning and Zoning Board reviewed the Spargur Estates final plat and made the following findings of fact:

Per Section 1001.057 Review, Approval or Denial:

(1) The Planning and Zoning Board shall consider the final plat and the Community Development Department shall forward the Planning and Zoning Board recommendations to the City Council. The following requirements shall be met before consideration of the final plat by the Planning and Zoning Board:

- (a) The final plat shall substantially conform to the approved preliminary plat and phasing plan;

The final plat substantially conforms with the preliminary plat.

- (b) For plats that consist solely of individual single family residential lots, final plat applications for subsequent phases shall not be approved until building permits have been issued for 40% of lots in the preceding phase. This division applies only when the preceding phase consists of 40 or more lots; and

This is a three (3) lot single family residential subdivision and will be platted in one (1) phase.

- (c) Conditions attached to approval of the preliminary plat shall be substantially fulfilled or secured by the development agreement, as appropriate.

The conditions of the preliminary plat have been substantially fulfilled. Securities will be required with a Development Agreement.

Public Land Dedication

The proposed subdivision is within the Highland Meadow Park neighborhood service area. The

development is not within the greenway system. Arlo Lane is identified as a future trail corridor that is proposed to extend from Highland Meadows Park to Woodduck Trail and eventually to 4th Avenue.

The City will require cash in lieu of land dedication for the two (2) new lots. Lot 1 with the existing house will not be charged a park dedication fee.

Park Dedication Fees	
Total # of Lots =	2
x 2025 Park Dedication Fee	\$3,500
= Total Due	\$7,000

Title Commitment

The City Attorney reviewed the title commitment and final plat. The title commitment needs to match the signer of the plat and the mortgage needs to be released.

Agreements

Stormwater Maintenance Agreement

A stormwater maintenance agreement is not required since a stormwater management plan is not required per City Code Chapter 1010.

Development Agreement

The attached Development Agreement shall be executed.

Findings of Fact

City Code Section 1001.057 (2) details requirements that shall be met before consideration of the final plat by the City Council. The attached Resolution No. 25-09 details these findings of fact.

RECOMMENDATION

Staff and the Planning & Zoning Board recommend approval of the Spargur Estates final plat.

ATTACHMENTS

1. Preliminary Plat
2. Resolution No. 25-09
3. Final Plat
4. Resolution No. 25-10
5. Development Agreement

PRELIMINARY PLAT

~for~ MESPARGUR INC.
~of~ SPARGUR ESTATES

DEVELOPER/BUILDER

MESPARGUR INC.
12952 96TH STREET N.E.
OTSEGO, MN 55330
ATTN: MITCH SPARGUR
TEL. 952-412-6760

OWNER

DANIEL V WALDOCH JR
559 LOIS LANE
LINO LAKES, MN 55014

CIVIL ENGINEER

PLOWE ENGINEERING, INC.
6776 LAKE DRIVE NE,
SUITE 110 LINO LAKES, MN 55014
TEL. 651.361.8210

SURVEYOR

E.G. RUD & SONS, INC.
6776 LAKE DRIVE NE,
SUITE 110 LINO LAKES, MN 55014
TEL. 651.361.8200

PROPERTY DESCRIPTION

Lot 5, Block 1, MAR DON ACRES, Anoka County, Minnesota.

AREA

TOTAL SITE AREA: 48,510 S.F. (1.114 ACRES)
PROPOSED LOTS: 3 SINGLE FAMILY RESIDENTIAL
LOTS
PROPOSED PUBLIC RIGHT OF WAY: 4,950 S.F. (0.114 ACRES)
GROSS DENSITY: 2.70 LOTS/ACRE
NET DENSITY: 2.70 LOTS/ACRE

ZONING AND SETBACKS

CURRENT ZONING IS R-1 - SINGLE FAMILY RESIDENTIAL

BUILDING SETBACKS:
MINOR COLLECTOR STREET: 30 FEET
SIDE YARD: 10 FEET
REAR YARD 30 FEET

MINIMUM LOT SIZE: 10,800 S.F.
MINIMUM LOT DEPTH: *135 FEET
MINIMUM LOT WIDTH: 80 FEET

* VARIANCE REQUIRED FOR LOT DEPTH ON ALL THE LOTS.

CITY OF LINO LAKES 2040 COMPREHENSIVE PLAN

2017 EXISTING LAND USE:
RURAL RESIDENTIAL

2040 FUTURE LAND USE:
LOW DENSITY RESIDENTIAL

MUSA

PROPERTY IS IN THE MUSA DISTRICT.

NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 08/21/24
- Fee ownership is vested in DANIEL V WALDOCH JR.
- Parcel ID Number: 08-31-22-24-0005
- Address of the surveyed premises: 559 Lois Lane, Lino Lakes, MN 55014
- Bearings shown are on Anoka County's coordinate system.
- Surveyed premises shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance floodplain.), according to Flood Insurance Rate Map No. 27003C0355E Community No. 270015C Panel No. 0355 Suffix E by the Federal Emergency Management Agency, effective date December 16, 2015.
- Location of utilities existing on or serving the surveyed property determined by:
 - Observed evidence.
 - Markings requested by E.G. Rud & Sons Inc. per Gopher State One Call Ticket No. 242270176.
 - Record drawings provided by the City of Lino Lakes' engineering department.
 - Excavations were not made during the process of this survey to locate underground utilities and/or structures. The location of underground utilities and/or structures may vary from locations shown hereon and additional underground utilities and/or structures may be encountered. Contact Gopher State One Call Notification Center at (651) 454-0002 for verification of utility type and field location, prior to excavation.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title
- Contours within the site were field shot. Contours shown offsite are from MNGEO LIDAR Topography.
- Proposed building pads, driveway and grading per Plowe Engineering plans.

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

James E. Napier
JAMES E. NAPIER

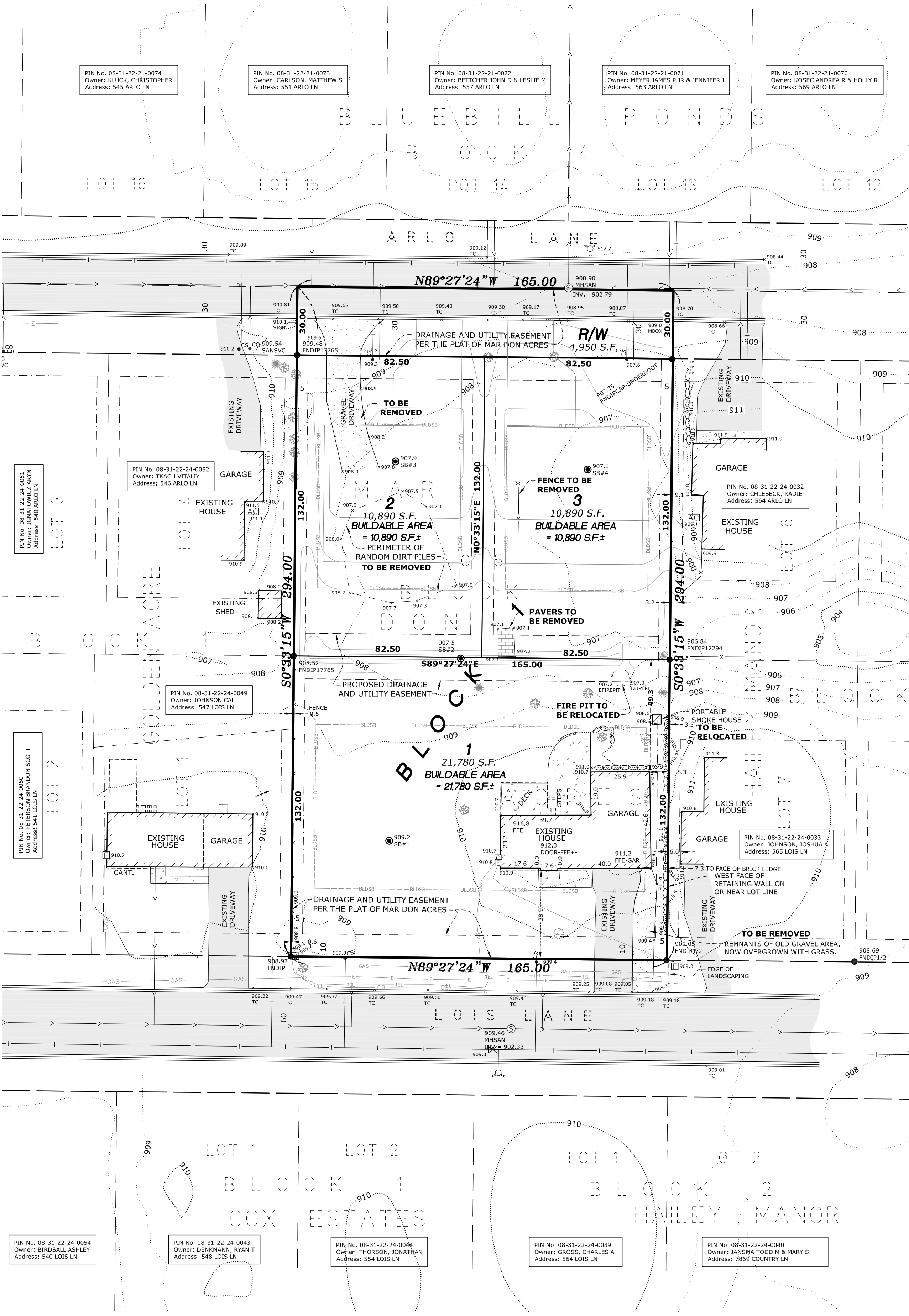
Date: 11-12-2024 License No. 25343



E. G. RUD & SONS, INC.

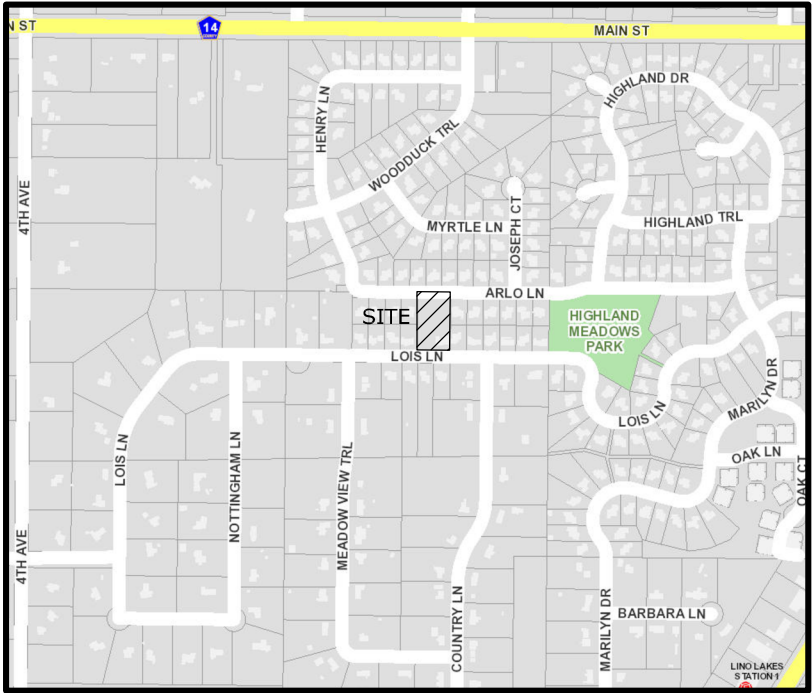
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

www.egrud.com



VICINITY MAP

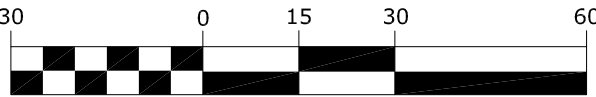
PART OF SEC. 8, TWP. 31, RNG. 22



ANOKA COUNTY, MINNESOTA
(NO SCALE)

NORTH

GRAPHIC SCALE



1 INCH = 30 FEET

BENCHMARK

TOP NUT HYDRANT AT SOUTHEAST
QUADRANT OF LOIS LANE AND MEADOW
VIEW TRAIL. ELEVATION = 910.50 FEET

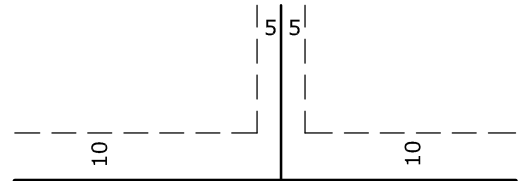
LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT TO BE SET, MARKED RLS# 41578
- AC DENOTES AIR CONDITIONING UNIT
- CD DENOTES CABLE PEDESTAL
- CO DENOTES CLEAN OUT
- CS DENOTES CURB STOP
- EB DENOTES ELECTRICAL BOX
- ES DENOTES EXISTING SPOT ELEVATION
- FB DENOTES FIBER OPTIC BOX
- GM DENOTES GAS METER
- HD DENOTES HYDRANT
- LP DENOTES LIGHT POLE
- MB DENOTES MAILBOX
- PP DENOTES POWER POLE
- SS DENOTES SANITARY SEWER MANHOLE
- SG DENOTES SIGN
- SB DENOTES DENOTES STAKED SOIL BORING LOCATION
- TE DENOTES TELEPHONE PEDESTAL
- W DENOTES WELL
- F DENOTES FENCE
- EC DENOTES EXISTING CONTOURS
- ESW DENOTES EXISTING SANITARY SEWER
- EW DENOTES EXISTING WATER MAIN
- EEL DENOTES UNDERGROUND ELECTRIC LINE
- EGS DENOTES UNDERGROUND GAS LINE
- ECL DENOTES UNDERGROUND CABLE LINE
- BSL DENOTES BUILDING SETBACK LINE
- TL DENOTES TREE LINE
- BS DENOTES BITUMINOUS SURFACE
- CSL DENOTES CONCRETE SURFACE
- APOW DENOTES ADJACENT PARCEL OWNER INFORMATION (PER ANOKA COUNTY TAX INFORMATION)
- T DENOTES TREE

EASEMENT DETAIL

(NOT TO SCALE)

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT
LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT
OF WAY LINES, AND REAR LOT LINES, UNLESS
OTHERWISE SHOWN ON THIS PLAT.

DRAWN BY:	JEN	JOB NO:	24.0895PP	DATE:	09/06/24
CHECK BY:	JER	FIELD CREW:	CB-BJ		
1	10/15/24	REV. PER CITY COMMENTS		JEN	
2	11/12/24	REV. PER CITY COMMENTS		JEN	
3					
NO.	DATE	DESCRIPTION		BY	

CITY OF LINO LAKES
RESOLUTION NO. 25-09

RESOLUTION APPROVING SPARGUR ESTATES FINAL PLAT

WHEREAS, on November 15, 2024, the City received a complete land use application for Spargur Estates final plat hereafter referred to as Development; and

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

- Spargur Estates Plan Set prepared by Plowe Engineering, Inc. and E.G. Rud & Sons, Inc. revision date November 14, 2024
- Drainage Report prepared by Plowe Engineering, Inc. revision date November 14, 2024
- Title Commitment prepared by Old Republic National Title Insurance Company dated August 23, 2024
- Spargur Estates Final Plat; and

WHEREAS, the City Council approved the preliminary plat with Resolution No. 24-157 on December 9, 2024; and

WHEREAS, the Planning & Zoning Board reviewed and recommended approval of the Development on December 11, 2024; and

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

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

FINDINGS OF FACT

Per City Code Section 1001.057 Review, Approval or Denial:

(2) The following requirements shall be met before consideration of the final plat by the City Council:

- (a) The final plat shall substantially conform to the approved preliminary plat and phasing plan.

The final plat substantially conforms to the approved preliminary plat and phasing plan.

- (b) For plats that consist solely of individual single family residential lots, final plat

applications for subsequent phases shall not be approved until building permits have been issued for 40% of lots in the preceding phase. This division applies only when the preceding phase consists of 40 or more lots.

Not applicable. This is a three (3) lot single family residential subdivision and will be platted in one (1) phase.

(c) City attorney approval of the status of title/property ownership related to the final plat.

The City attorney has reviewed and approved the status of the title/property ownership with conditions as noted below.

(d) Completed development contract.

A Development Agreement has been completed and shall be executed.

(e) Conditions attached to approval of the preliminary plat shall be fulfilled or secured by the development agreement, as appropriate; and

The conditions of the preliminary plat have been substantially fulfilled. Securities will be required with a Development Agreement.

(f) All fees, charges and escrow related to the preliminary or final plat shall be paid in full.

All fees, charges and escrow related to the preliminary or final plat shall be paid in full prior to release of the final plat mylars.

BE IT FURTHER RESOLVED the final plat is approved subject to the following conditions being addressed:

1. Comments from City Engineer Memo dated December 4, 2024.
2. The title commitment shall match the signer of the plat and the mortgage shall be released.
3. Copies of the following executed and recorded documents shall be submitted to the City:
 - a. Final Plat
 - b. Development Agreement

BE IT FURTHER RESOLVED the following items shall be addressed prior to November 30, 2025 or at time of building permit issuance:

1. As shown on Sheet C1.2, Removals Plan:

- a. The existing fence and pavers shall be removed.
- b. The old gravel area now overgrown with grass adjacent to the existing driveway off Lois Lane, the random dirt piles, and the gravel driveway off Arlo Lane shall be restored with proper ground cover in compliance with City Code Section 1007.049(8).

Adopted by the City Council of the City of Lino Lakes this 13th day of January, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

PRELIMINARY COPY
AS OF 11-14-2024

City of Lino Lakes
County of Anoka
Sec. 8, T31, R22

KNOW ALL PERSONS BY THESE PRESENTS: That ME SPARGUR, INC., a Minnesota corporation, owner of the following described property:

Lot 5, Block 1, MAR DON ACRES, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as SPARGUR ESTATES and does hereby dedicate to the public for public use the public way and the drainage and utility easements as shown on this plat.

In witness whereof said ME SPARGUR, INC., a Minnesota corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20 ____.

ME SPARGUR, INC.

Mitchell E. Spargur, Chief Executive Officer

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20 ____ by Mitchell E. Spargur, Chief Executive Officer of ME SPARGUR, INC., a Minnesota corporation, on behalf of the corporation.

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota

My Commission Expires _____

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

Dated this ____ day of _____, 20 ____.

James E. Napier, Licensed Land Surveyor
Minnesota License No. 25343

STATE OF MINNESOTA
COUNTY OF _____

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

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

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

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

By _____ Mayor By _____ Clerk

COUNTY SURVEYOR

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

David M. Zieglmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By _____, Deputy

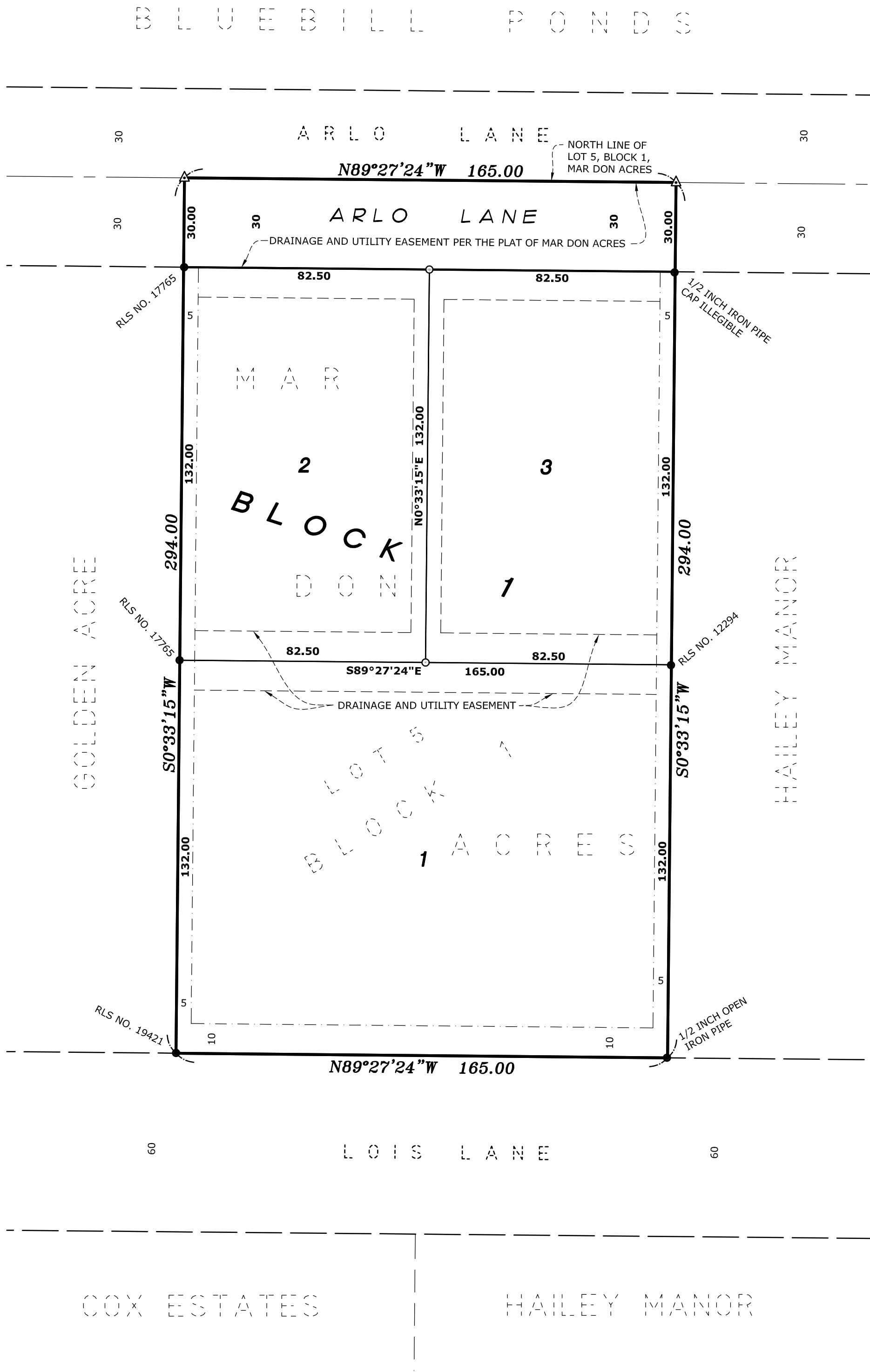
COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA

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

County Recorder/Registrar of Titles

By _____, Deputy

SPARGUR ESTATES



NORTH



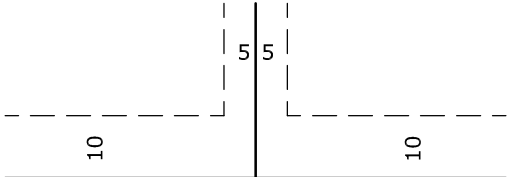
(SCALE IN FEET)
1 inch = 30 feet

LEGEND

- DENOTES 1/2 INCH IRON PIPE FOUND AS LABELED.
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE SET, MARKED RLS NO. 41578.
- △ DENOTES SET PKNAIL
- DENOTES DRAINAGE AND UTILITY EASEMENT PER PLAT OF MAR DON ACRES

EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

FOR THE PURPOSES OF THIS PLAT, THE NORTH LINE LOT 5, BLOCK 1, MAR DON ACRES, ANOKA COUNTY, MINNESOTA IS ASSUMED TO HAVE A BEARING OF NORTH 89 DEGREES 27 MINUTES 24 SECONDS WEST.



CITY OF LINO LAKES
RESOLUTION NO. 25-10

RESOLUTION APPROVING SPARGUR ESTATES DEVELOPMENT AGREEMENT

WHEREAS, on January 13, 2025 the City Council passed Resolution No. 25-09 approving Spargur Estates final plat; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes approves the Development Agreement between ME Spargur, Inc. and the City of Lino Lakes for Spargur Estates and authorizes the Mayor and City Clerk to execute such agreement on behalf of the City

Adopted by the City Council of the City of Lino Lakes this 13th day of January, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

DEVELOPMENT AGREEMENT

Spargur Estates

THIS AGREEMENT is made this ____ day of _____, 2025, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, and ME Spargur, Inc., a Minnesota Corporation ("Developer").

1. **Subdivision.** Developer received preliminary plat approval from the City by Resolution No. 24-157 for a plat known as Spargur Estates ("Subdivision"). Unless otherwise stated, all terms and conditions of this Agreement relate to work within the Subdivision.
2. **Final Plat Approval.** The City's approval of the final plat of Spargur Estates is contingent upon execution and delivery of this agreement, all required petitions, bonds, security, and other documents required by the City, and satisfaction of all conditions of approval required by Resolution No. 25-09. The Final Plat including 3 lots is attached hereto as Exhibit A.
3. **Phased Development.** Not Applicable.
4. **Developer Plans.**
 - a. The Subdivision shall be developed in accordance with the following Developer Plans, original copies of which are on file with the City Engineer. The Developer Plans may be prepared and revised after entering into this Agreement but must be approved by the City before commencement of any work. If the plans vary from the written terms of this Agreement, this Agreement shall control.
 - b. The Developer Plans as of the date of this Agreement are:
 - i. Spargur Estates plan set containing 9 sheets, prepared by Plowe Engineering Inc., received November 15, 2024, signed date November 14, 2024.
 - ii. Spargur Estates Final Plat, received November 15, 2024, prepared by E.G. Rud & Sons Inc.
5. **Permits.** The Developer shall be responsible for securing all site grading and development approvals and all other required permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of site grading or construction and prior to the City awarding construction contracts for public improvements.

6. **Developer Improvements.** The Developer shall secure a contractor to install the improvements described in this paragraph, or otherwise required herein to be installed by Developer, hereinafter referred to as the “Developer Improvements,” which contractor shall be approved by the City in its absolute and sole discretion. The Developer Improvements shall be constructed per the City Standard Specifications for Construction January 2024, current version.

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

a. Site Grading

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

b. Grading and Erosion Control

- i. The Developer shall grade the site to within 0.2 foot of the grades shown on the approved grading plan. No deviations will be allowed unless a revised plan is submitted and approved in writing by the City and all other regulatory agencies.
- ii. The street right-of-way, storm water storage ponds, and surface water drainage ways shall be graded prior to commencement of utility construction. Four inches of topsoil and a City approved seed mix shall be installed within disturbed areas, and seed mix information shall be provided to the City. Surface water management systems shall be maintained by the Developer until they are accepted by the City.
- iii. The Developer shall be responsible for ascertaining that site geotechnical and groundwater conditions are adequate and conforming with the grading and site improvement as proposed. The Developer shall provide testing from an approved testing company.

- iv. The Developer's engineer shall certify in writing, with an as-built survey, that all grading complies with the approved grading plan prior to issuance of any building permits.
- v. The Developer shall promptly clear dirt and debris within public rights-of-way and drainage and utility easements resulting from construction by the Developer, its purchasers, builders and contractors within five (5) days after notification by the City. The Developer shall be responsible for all necessary street and storm sewer maintenance, including street sweeping, until all home construction is completed, unless otherwise released by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on them, including detour signs if necessary. If and when the streets become impassable, such streets shall be barricaded and closed. The Developer shall maintain a smooth, hard driving surface and adequate drainage on all temporary streets. If the Developer chooses to have the City snow plow the streets before the wear course is installed and in order to provide access to the Development area, the Developer shall be responsible for damage such as curb and gutter replacement caused by the City's snow removal process.
- c. Final street grading, subbase, gravel base, concrete curb and gutter, and bituminous base and wear course, street signs and striping shall be furnished and installed.
- d. Sidewalks, trails and street lighting shall be installed within 6 months of the bituminous base course. Extensions may be approved by the City Engineer, due to weather conditions, upon receipt of a written request in writing by the Developer to the City. In no case shall such extension extend beyond one year from the date of installation of bituminous base course. The Developer shall be responsible for sidewalk damage until the project is accepted by the City and escrow balances are returned.
- e. Storm sewers, when determined to be necessary by the City Engineer, including all necessary laterals, catch basins, inlets and other appurtenances, shall be furnished and installed.
- f. Sanitary sewer mains, laterals or extensions, including all necessary building services and other appurtenances, shall be furnished and installed.
- g. Water mains, laterals or extensions, including all necessary building services, hydrants, valves and other appurtenances, shall be furnished and installed.

- h. The Developer shall place iron monuments at all lot, block, and outlot corners and at all other angle points on boundary lines consistent with the final plat. Iron monuments shall be placed after all street and lawn grading has been completed in order to preserve the lot markers for future property owners. Lot corner irons on the back property line shall be installed so that the top of the iron corresponds to the finished ground elevation in accordance with the approved grading plan. Guard stakes shall be appropriately installed to mark these irons.
 - i. Landscaping shall be furnished and installed in accordance with the approved plans. The landscaping shall be maintained by the Developer until accepted by the City's Environmental Coordinator.

Developer shall be responsible for vegetative restoration of ponding areas, outlots, wetland mitigation areas, and other native planting areas identified on the plans in accordance with City Standard Specifications for Construction. Developer shall provide a contract with a qualified firm for the establishment and maintenance of all open space / native plant areas. Said contract shall cover a minimum of the 3 year establishment period, from the date of planting.
 - j. The Developer shall arrange for all gas, telecommunications, cable, internet, electric, and other necessary private utility services to the Subdivision in accordance with City Code and State law. The utilities are required to be located within a joint trench. Street light installations shall be initiated by the Developer with City Engineer approval. The Developer is solely responsible for the cost of private utility and internet installation.
 - k. The Developer shall install mailboxes in accordance with Federal and Postal Service regulations.
 - l. The Developer shall install wetland buffer signs per City standard detail plates prior to the issuance of building permits.
7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by November 31, 2025. The Developer may request a reasonable extension of time from the City. If the extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
8. **City Improvements.** No City installed improvements are proposed to be constructed for this subdivision.
9. **Record Drawings.**

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

10. Faithful Performance of Construction Contracts and Security.

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

- c. Alternatively, the Developer may enter into a Public Improvement Surety Agreement, subject to City approval.
 - d. Reduction of Security. The Developer may request reduction of the Letter of Credit or cash deposit based on prepayment or the value of the completed improvements at the time of the requested reduction.
- 11. **Warranty.** The Developer warrants all utility work required to be performed by it against poor material and faulty workmanship for a period of two years after its completion and acceptance by the City. All new streets shall be warranted by the developer for a period of one year from the time the final inspection of the street is completed and accepted by the City Council. All trees, grass and sod shall be warranted to be alive, of good quality and disease free for 12 months after planting. Prior to final acceptance of the Developer Improvements the City shall require a Surety Bond or Cash Escrow to cover the warranty provisions of this Agreement. The amount shall be 20 % of the original cost of construction identify in Exhibit B.
- 12. **Dedication.** The Developer shall dedicate to the City, at no cost to the City, any permanent or temporary easements that may be necessary for the construction and installation of the Developer Improvements. All such easements required by the City shall be in writing, in recordable form, containing such terms and conditions as the City shall determine.
- 13. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the public improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are to be deemed private infrastructure.
- 14. **Recording and Release.** The Developer agrees that the terms of this Development Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Development Agreement with the Anoka County Recorder to give notice to future purchasers and owners. This shall be recorded against the Subdivision described on Page 1.
- 15. **Escrow for City's Costs.**
 - a. The Developer agrees to establish a non-interest bearing escrow account with the City in an amount determined by the City Administrator or their designee for the payment of all costs incurred by the City related to the development of the Subdivision including, but not limited to, the following (See Exhibit B for breakdown of costs):
 - i. Planning/ Review

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

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

- a. Park Dedication

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

$$2 \text{ units} \times \$3,500 \text{ per unit (Residential)} = \$7,000.00$$

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

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

Trunk Charge

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

dwelling unit.

Sanitary Sewer	\$1,801.00 Per Unit
----------------	---------------------

Availability Charge

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

City Sewer (CSAC)	\$1,686.00 Per SAC Unit
-------------------	-------------------------

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

e. Trunk Water Connection Fees

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

Trunk Charge

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

Water	\$2,588.00 Per Unit
-------	---------------------

Availability Charge

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

City Water (CWAC)	\$1,628.00 Per SAC Unit
-------------------	-------------------------

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

f. Surface Water Management Area Charges

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

17. Assessment of Charges and Waiver of Rights.

- a. In consideration of the construction of City Improvements listed in Section 7 and /or provision of sewer, water and storm water services, the Developer agrees that the costs of City Improvements together with Trunk Sewer Unit Charge, Trunk Water Unit Charge and the Surface Water Management Area Charge (collectively, "the Charges") may be assessed against the Subdivision parcels. The Developer hereby waives any and all procedural and substantive objections to the special assessments, including notice and hearing requirements, any claim that the assessments exceed the benefit to the properties, and any right to appeal.
- b. Unless the Developer pays the entire balance owed for the Charges contemporaneously with the execution of this Agreement, the Developer shall provide to the City a cash escrow or irrevocable letter of credit in an amount equal to 35% of the total assessments for the Charges as estimated by the City Engineer (see Exhibit B). The letter of credit shall be in a form, and from a bank, as approved by the City. The letter of credit or cash escrow may be used by the City upon default by Developer in the payment of special assessments. The cash escrow or letter of credit shall remain in place throughout the term of the special assessments. The letter of credit may not be terminated without the City's written consent.
- c. Developer, its heirs, successors or assigns, agrees that within 30 days after the date of sale of a lot, the Developer, its heirs, successors or assigns, at its own cost and expense, shall pay the entire unpaid charges assessed or to be assessed under this Agreement against such property.
- d. If a certificate of occupancy is issued before the special assessments have been levied, the Developer, its heirs, successors or assigns shall pay the City the sum of cash equal to 120% of the Engineer's estimate of the special assessments for such Charges that would be levied against the property. Upon such payment the City shall issue a certificate showing the assessments are paid in full.

Notwithstanding the issuance of said certificate, the Developer shall be liable to the City for any deficiency and the City shall pay the Developer any surplus arising from the payment based upon such estimate.

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

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

- a. Site grading, certified compaction testing, City sewer, water, storm sewer, and bituminous base construction of the streets, temporary street signs, gas, electric, telecommunication, cable and internet are installed and approved by the City, except as provided below
 - i. Model homes not applicable.
 - ii. Not Applicable.

19. Special Provisions. Per City staff reports.

20. **Hours of Construction Activity.**

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

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

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

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

23. **General.**

a. Binding Effect

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subdivision and

shall be deemed covenants running with the land, unless otherwise released pursuant to section 14 of this Agreement.

b. Validity.

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

c. Notices

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

ME Spargur, Inc.
12952 96th Street NE
Otsego, MN 55330
mitch@mitchspargur.com

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

24. **Land Use Controls - Planned Unit Development.** Not Applicable.

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

CITY OF LINO LAKES

By _____
Mayor

ATTEST

By _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____ day of _____, 2025,
by Rob Rafferty as Mayor of the City of Lino Lakes on behalf of said City.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____ day of _____, 2025,
by Roberta Colotti as City Clerk of the City of Lino Lakes on behalf of said City.

Notary Public

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Execution page of the Developer to the Development Agreement, dated as of the date and year first written above.

DEVELOPER

By _____

Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2025, before me, a Notary Public within and for said County, personally appeared _____, _____ of _____ (Developer), who executed the foregoing instrument.

Notary Public

This instrument was drafted by:

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

CONSENT AND SUBORDINATION

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

IN WITNESS WHEREOF, _____, has caused this Consent and Subordination to be executed this ____ day of _____, 2025.

By:

Its:

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2025, before me, a Notary Public within and for said County, personally appeared _____, who executed the foregoing instrument.

Notary Public

EXHIBIT A

Final Plat

KNOW ALL PERSONS BY THESE PRESENTS: That ME SPARGUR, INC., a Minnesota corporation, owner of the following described property:

Lot 5, Block 1, MAR DON ACRES, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as SPARGUR ESTATES and does hereby dedicate to the public for public use the public way and the drainage and utility easements as shown on this plat.

In witness whereof said ME SPARGUR, INC., a Minnesota corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20 ____.

ME SPARGUR, INC.

Mitchell E. Spargur, Chief Executive Officer

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20 ____ by Mitchell E. Spargur, Chief Executive Officer of ME SPARGUR, INC., a Minnesota corporation, on behalf of the corporation.

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

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

Dated this ____ day of _____, 20 ____.

James E. Napier, Licensed Land Surveyor
Minnesota License No. 25343

STATE OF MINNESOTA
COUNTY OF _____

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

(Signature)

(Print Name)

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

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

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

By _____ Mayor By _____ Clerk

COUNTY SURVEYOR

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

David M. Zieglmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By _____, Deputy

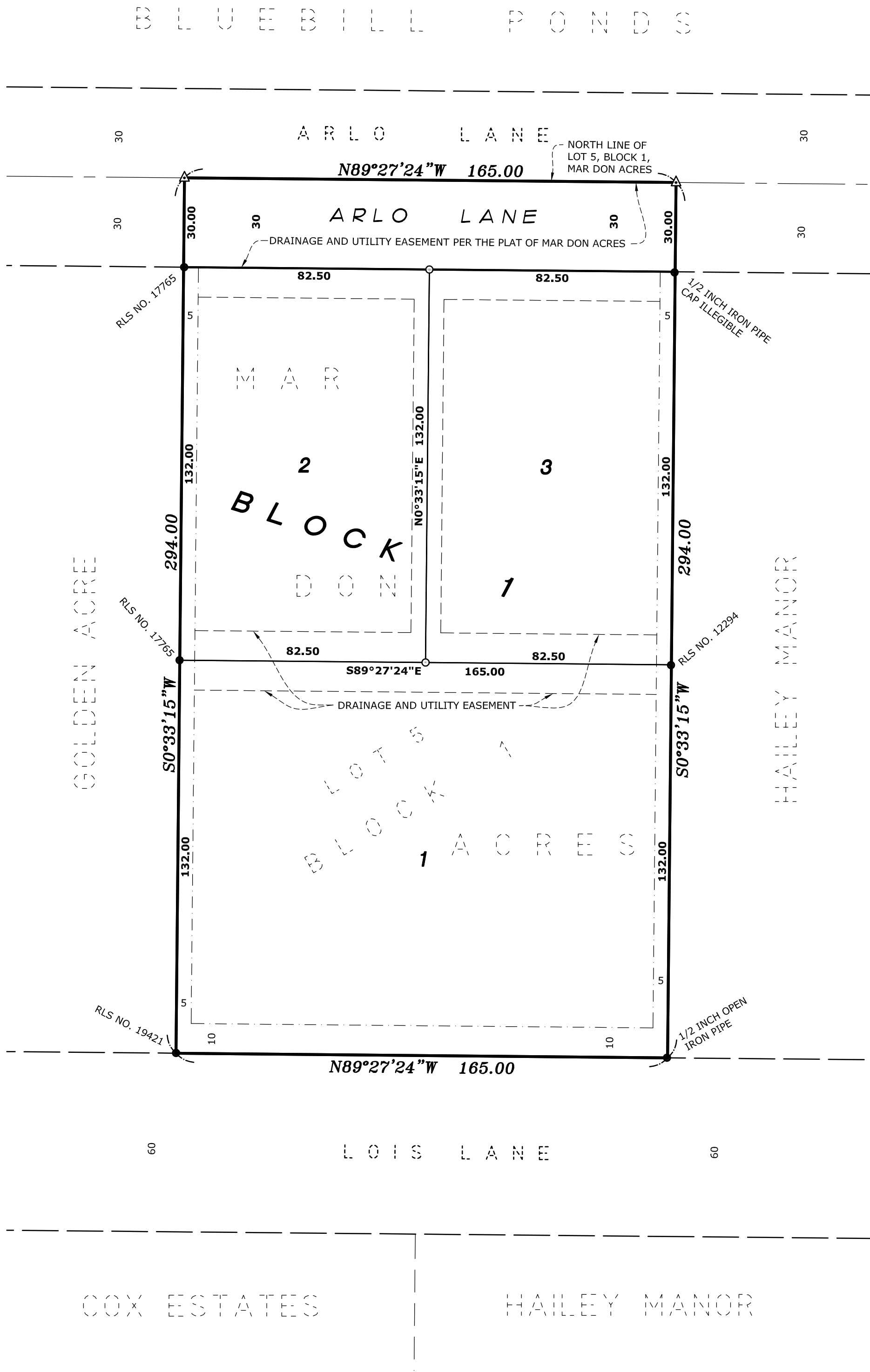
COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA

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

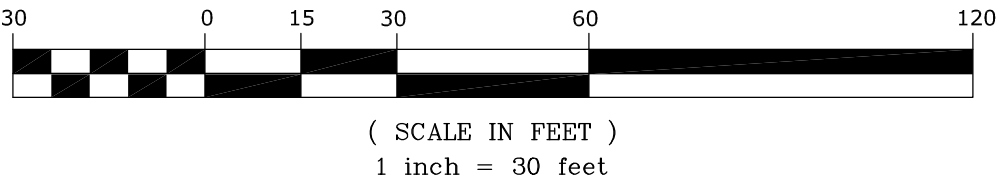
County Recorder/Registrar of Titles

By _____, Deputy

SPARGUR ESTATES



NORTH

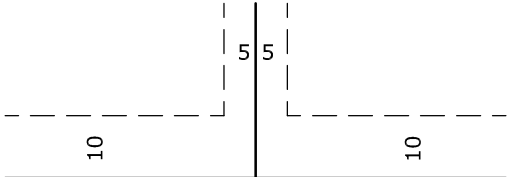


LEGEND

- DENOTES 1/2 INCH IRON PIPE FOUND AS LABELED.
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE SET, MARKED RLS NO. 41578.
- △ DENOTES SET PKNAIL
- DENOTES DRAINAGE AND UTILITY EASEMENT PER PLAT OF MAR DON ACRES

EASEMENT DETAIL

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES, AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THIS PLAT.

FOR THE PURPOSES OF THIS PLAT, THE NORTH LINE LOT 5, BLOCK 1, MAR DON ACRES, ANOKA COUNTY, MINNESOTA IS ASSUMED TO HAVE A BEARING OF NORTH 89 DEGREES 27 MINUTES 24 SECONDS WEST.

EXHIBIT B

Securities, Escrows & Fees

EXHIBIT B
Securities, Escrows & Fees

PROJECT: SPARGER ESTATES	NUMBER OF REU's:	2
APPLICANT: ME Spargur, Inc.,	NO. OF LOT FRONTAGE:	2
	AREA (ACRES):	1

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Private)</u>	
SITE GRADING	\$26,500
EROSION CONTROL	\$1,500
LANDSCAPING	\$0
PARKING LOT	\$0
STORM SEWER CONST.	\$0
SANITARY SEWER CONST.	\$0
WATERMAIN CONST.	\$0
LIGHTING	\$0
Total	<u>\$28,000</u>
Letter of Credit Amount X 35%	\$9,800

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$0
ADMINISTRATION	\$1,000
ENGINEER PLAN REVIEW	\$1,700
ENGINEER CONSTRUCTION SERVICES	\$3,800
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$2,600
STREET LIGHT INSTALLATION	\$0
STREET & STORMWATER MAINTENANCE	\$2,800
PROPERTY TAXES	\$0
BOULEVARD TREE PLANTING	\$1,200
Total	<u>\$13,100</u>

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$7,000
PARK DEDICATION CREDIT	\$0
Subtotal Park Dedication Fee	\$7,000
AUAR	\$0
GIS MAPPING FEE	\$180
STREET LIGHTING OPERATION	\$0
Total	<u>\$7,180</u>

TRUNK SANITARY SEWER	
TRUNK CHARGE PER (ACRE OR UNIT)	\$3,602
AVAILABILITY CHARGE PER SAC UNIT	\$3,372
SANITARY LATERAL 165' ARLO LN (\$80.10/FT)	\$13,217
SANITARY ASSESSMENT LOIS LN (18,457/2)*ENR	Not improved at this time
TRUNK WATERMAIN	
TRUNK CHARGE PER (ACRE OR UNIT)	\$5,176
AVAILABILITY CHARGE PER SAC UNIT	\$3,256
WATERMAIN LATERAL 165' ARLO LN (\$75.10/ft)	\$12,392
WATERMAIN ASSESSMENT LOIS LN (18,457/2)*ENR	Not improved at this time
TOTAL TRUNK SEWER & WATER FEES	\$41,015
SURFACE WATER MANAGEMENT	<u>\$8,217</u>
TOTAL SURFACE WATER MANAGEMENT FEES	\$8,217
Total	<u>\$49,232</u>
Letter of Credit Amount X 35%	\$17,231

<u>SUMMARY OF SECURITIES, ESCROW & FEES</u>	
SECURITY: DEVELOPER IMP'MENT COSTS	\$9,800
ESCROW FOR CITY COSTS	\$13,100
DEVELOPMENT FEES	\$7,180
SECURITY: TRUNK FEES	\$17,231

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 6C**

STAFF ORIGINATOR: Diane Hankee, PE City Engineer

MEETING DATE: January 13, 2025

TOPIC: Consider Resolution 25-04, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid, Market Place Drive Realignment Project

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council approval to order the project and authorize the ad for bid for the Market Place Drive Realignment Project.

BACKGROUND

On October 11, 2021, the City Council approved the preparation of the plans and specifications for the Market Place Drive Realignment Project. The City then completed a roadway alignment which identified the necessary land acquisition. Easements have been obtained and the remaining land needed for the right of way dedicated with the Lino Retail 2.0 final plat.

The project is conditioned on the sale of City property, north of 77th to Java Companies. The closing on the property will be scheduled prior to the City awarding the construction contract. Staff are working with the buyer to set a date. Below is a tentative schedule.

The estimated total project cost is \$1,250,000.00. Funding the project is from land sale proceeds, Area and Unit Fund and Municipal State Aid Street funds.

The project schedule:

Authorize Preparation of Plans and Specifications	October 11, 2021
Order Improvement, Approve Plans and Specs, Authorize Ad for Bids	January 13, 2025
City Opens Bids	February 14, 2025
Closing and City Property	April 1-9, 2025
City Council Awards Contract	April 14, 2025
Construction Begins	April-May, 2025
Final Completion	August 30, 2025

RECOMMENDATION

Staff is recommending approval of Resolution No. 25-04, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid for the Market Place Drive Realignment Project.

ATTACHMENTS

1. Resolution No. 25-04
2. Construction Plans

**CITY OF LINO LAKES
RESOLUTION NO. 25-04**

**ORDER PROJECT, APPROVE PLANS AND SPECIFICATIONS, AND AUTHORIZE
ADVERTISEMENT FOR BIDS FOR MARKET PLACE DRIVE REALIGNMENT PROJECT**

WHEREAS, the City Engineer has prepared plans and specifications for the Market Place Drive Realignment Project. Project plans and specifications have been presented to the City Council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and in Finance and Commerce an advertisement for bids for the making of such improvement under such approved plans and specifications. The advertisement shall be published for two weeks, shall specify the work to be done, shall state that bids will be received by the Clerk, at which time they will be publicly opened at the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at 6:30 p.m. on April 14th, 2025, in the Council chambers of the City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for five (5) percent of the amount of such bid.

Adopted by the Council of the City of Lino Lakes this 13th day of January 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

EXISTING PLAN SYMBOLS

PROPERTY LINES/RIGHT-OF-WAY	---
UTILITY EASEMENT	- - - - -
TREE LINE	~~~~~
SIGN	+
DECIDUOUS TREE	⊕
SHRUB	⊗
CONIFEROUS TREE	✱

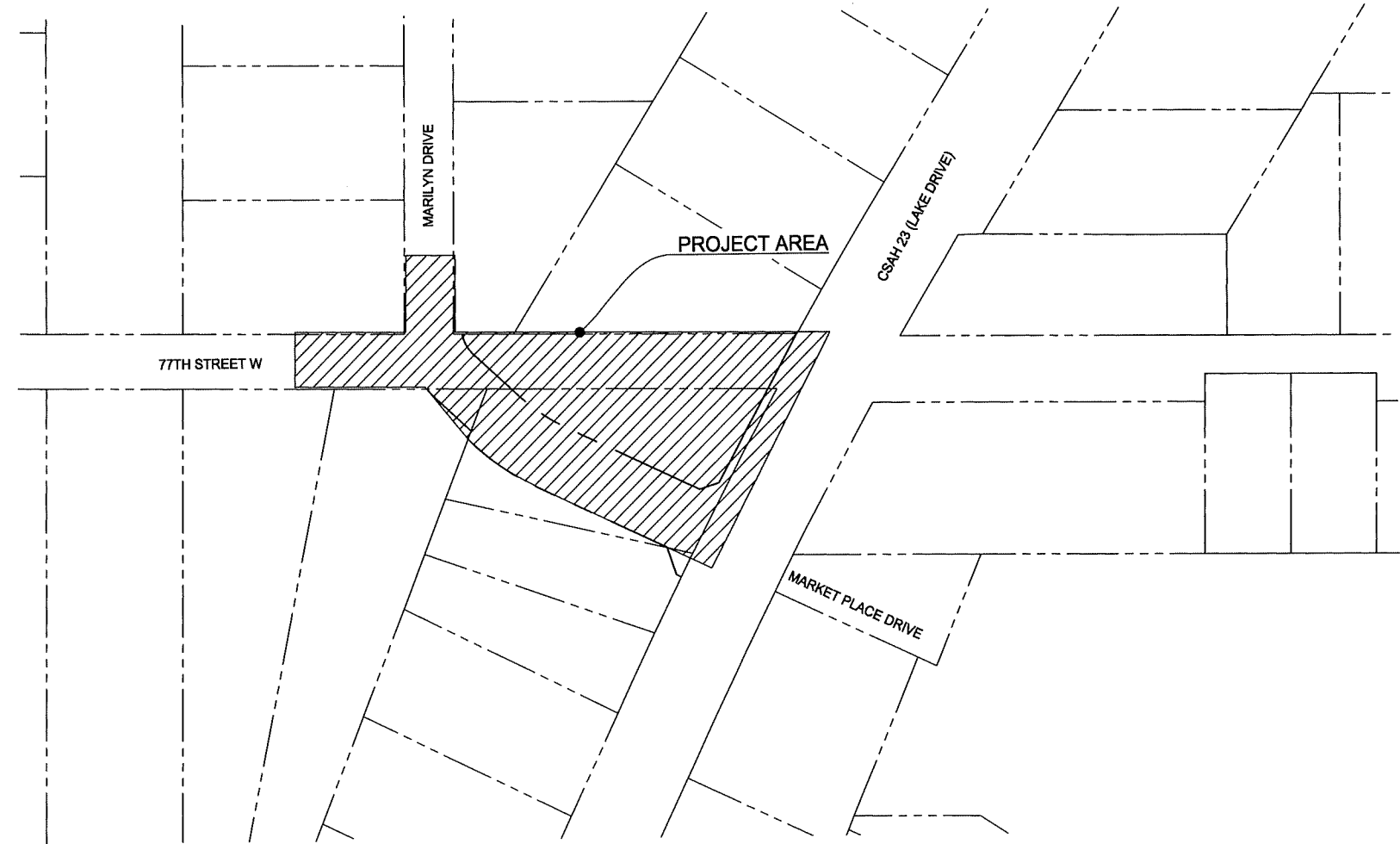
EXISTING UTILITY SYMBOLS

FIBER OPTIC LINE	---	F
GAS LINE	---	G
COMMUNICATION LINE	---	C
ELECTRIC POWER LINE	---	E
WATER MAIN	---	I
SANITARY SEWER	---	>
STORM SEWER	---	>>
COMMUNICATIONS PEDESTAL	⊞	
POWER POLE	⌵	
ELECTRIC BOX	⊞	
CATCH BASIN	⊞	
STORM APRON	⊞	
STORM SEWER MANHOLE	⊞	
GATE VALVE	⊞	
HYDRANT	⊞	
SANITARY SEWER MANHOLE	⊞	

2025 MARKET PLACE DRIVE REALIGNMENT PROJECT

CITY OF LINO LAKES, MN

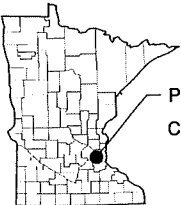
CONSTRUCTION PLAN FOR SANITARY SEWER, WATER MAIN, STORM SEWER, & ROAD REALIGNMENT
LOCATED ON 77TH STREET FROM MARILYN DRIVE TO CSAH 23 (LAKE DRIVE)
CSAH 23 (LAKE DRIVE) FROM 77TH STREET TO MARKET PLACE DRIVE



PROJECT LOCATION MAP

EXCAVATION NOTICE SYSTEM

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



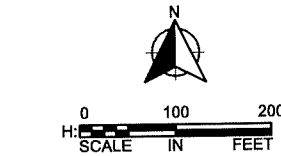
PROJECT LOCATION
COUNTY: ANOKA

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 CII/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

GOPHER ONE CALL TICKET NUMBER: 240300396

UTILITY COORDINATION MEETING HELD ON: 8/4/2021



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

GOVERNING SPECIFICATIONS

THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE 2024 EDITION OF THE CITY OF LINO LAKES "GENERAL SPECIFICATIONS AND STANDARD DETAIL PLATES FOR STREET AND UTILITY CONSTRUCTION."

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

PLAN SET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL LAYOUT
3	STATEMENT OF ESTIMATED QUANTITIES
4-7	MISCELLANEOUS DETAILS
8-13	STANDARD PLANS
14	TYPICAL SECTIONS
15-16	CONSTRUCTION STAGING & TRAFFIC CONTROL
17	REMOVAL PLANS
18-19	SANITARY SEWER & WATERMAIN PLANS
20-22	STREET & STORM SEWER PLANS
23	PEDESTRIAN RAMP PLANS
24	EROSION CONTROL PLANS
25-27	STORM WATER POLLUTION PREVENTION PLAN
28	SIGNING & STRIPING PLANS
29	CROSS SECTIONS
SL1-SL11	TRAFFIC CONTROL SIGNAL SYSTEM

THIS PLAN SET CONTAINS 40 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, PE

DATE: 12/13/2023

LICENSE NUMBER: 43338

WSB PROJ. NO. 017210-000

SHEET
1
OF
40

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 6D**

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: January 13, 2025

TOPIC: Consider Resolution No. 25-05, Approving Purchase Agreement with L. & D. Winter 2023 Charitable Remainder Unitrust Property

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting City Council consideration to approve a purchase agreement for the acquisition of the L.&D. Winter 2023 Charitable Remainder Unitrust (Winter) property.

BACKGROUND

The City has been working on the establishment of a wetland bank on approximately 138 acres located east of 35E and north of Main Street, located at 7473 24th Avenue. The site was identified in the City's Natural Resource Revolving Fund Plan, completed in 2017. Implementation of the plan is included as a key strategy for open space preservation and stewardship in the 2040 Comprehensive Plan. Purchase of the property also provides required right-of-way for the Otter Lake Road extension project and future improvements to 24th Avenue/Elmcrest.

The City has reached agreement with the property owners on a base purchase price of \$2,425,000. The City Attorney has prepared a Purchase Agreement for approval and execution by both parties. The terms of the agreement include:

- The City will purchase the 138.57 acres in the amount of \$2,425,000.00. To this amount will be added interest calculated at 5% APR from December 31, 2024, to the date of closing.
- Seller is responsible for payment of all deferred special assessments levied against the property. The City is responsible for interest accrued from December 31, 2024, to the date of closing.

- Closing is proposed for June 30, 2025. Closing may happen any time prior to that date. The City may extend the closing date two times by sixty (60) days.
- Property taxes on the property will be prorated by Seller and Buyer as of the closing date. The City will be responsible for green acres restoration fees if applicable.
- City is responsible for any crop damage occurring after April 1, 2025, because of any City work on the property. Rental income will be prorated between Seller and Buyer based on the date of closing.
- City will deposit \$10,000 in earnest money as of the effective date of the agreement. Earnest money is refundable if agreement terminated for causes outlined in the agreement, including objections to title, survey, testing, or inspections raised during the inspection period.
- The agreement is contingent on the City obtaining approval of a Mitigation Plan from the Minnesota Board of Water and Soil Resources (BWSR) and Army Corps of Engineers for establishment of a wetland bank on the site.

Funding for the purchase will be provided from an interfund loan and prior wetland credit sale revenue from the surface water management fund. Proceeds from sale of land and wetland banking credits will repay the interfund loan.

RECOMMENDATION

Staff is recommending approval of Resolution No. 25-05.

ATTACHMENTS

1. Location Map
2. Resolution No. 25-05
3. Purchase Agreement



Winter Property
Project Area Map

0 300 600 1,200 Feet



10/31/2022

**CITY OF LINO LAKES
RESOLUTION NO. 25-05**

**RESOLUTION APPROVING PURCHASE AGREEMENT WITH L. & D. WINTER 2023
CHARITABLE REMAINDER UNITRUST PROPERTY**

WHEREAS, the City prepared the Natural Resource Revolving Fund plan (the “Plan”) to further the City’s goals of Greenway System development, stormwater management and water quality improvements, public open space development and economic development by establishing a self-funding mechanism to acquire, protect, and enhance high value ecological areas; and

WHEREAS, the Winter property was identified in the plan and subsequent investigation as having a high potential for development of a wetland bank; and

WHEREAS, the City’s NE Drainage Area Comprehensive Stormwater Management Plan identifies the property as a high priority stormwater volume and flood plain management area; and

WHEREAS, proposed improvements to Otter Lake Road and future improvements to 24th Avenue require acquisition of right-of-way from the Winter Property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the purchase of property, located at 7473 24th Avenue, (Anoka County, Minnesota, PID Nos. 13-31-22-14-0001, 13-31-22-13-0002, 13-31-22-12-0002, and 13-31-22-11-0001), at a base purchase price of \$2,425,000.00 in accordance with the provisions of the purchase agreement, is hereby approved. The Mayor and City Clerk are authorized to execute the purchase agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the City Attorney is hereby authorized to make any non-substantive changes to the agreement, other than purchase price, prior to execution by the Mayor and Clerk

Adopted by the City Council of the City of Lino Lakes this 13th day of January, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

PURCHASE AGREEMENT

This Agreement is made and entered into by and between L. & D. Winter 2023 Charitable Remainder Unitrust ("Seller") and the City of Lino Lakes, a municipal corporation under the laws of Minnesota ("Buyer").

RECITALS

- A. Seller is the fee owner of real property located at 7473 24th Avenue, Lino Lakes, MN 55038, and identified as Anoka County, Minnesota, PID Nos. 13-31-22-14-0001, 13-31-22-13-0002, 13-31-22-12-0002, and 13-31-22-11-0001. The legal description of the Property will be inserted into this Agreement prior to closing as Exhibit A.
- B. Seller wishes to convey, and Buyer wishes to purchase the Property, together with all rights, privileges, easements, and appurtenances belonging thereto.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase Price and Manner of Payment.

- a. **Purchase Price.** The base purchase price ("Base Purchase Price") to be paid by Buyer for the Property shall be Two Million, Four Hundred and Twenty-Five Thousand and 00/100 Dollars (\$2,425,000.00), payable upon closing of the purchase. If Closing occurs after December 31, 2024, the Base Purchase Price shall be increased by interest on the Base Purchase price calculated at 5% APR from December 31, 2024 to the actual Closing Date. In addition, the Base Purchase Price shall also be increased by the amount of interest accrued on outstanding special assessments on the Property between December 31, 2024 and the actual Closing Date. The total amount due as of closing shall be the "Final Purchase Price."
 - b. **Earnest Money.** Ten Thousand and 00/100 Dollars (\$10,000) will be paid to the Seller on the Effective Date of this Agreement. The Earnest Money shall be deposited with Land Title, Inc. ("Title Company"). The Earnest Money shall be applied to towards payment of the Final Purchase Price on the Closing Date (as defined below).
2. **Closing.** The closing of the purchase and sale of the Property contemplated by this Agreement shall occur on a "Closing Date" which shall occur on or before June 30, 2025, unless extended as provided for in this Agreement. The closing shall be conducted by Land Title, Inc. ("Title Company"). Seller agrees to deliver possession of the Property to Buyer on the Closing Date. At the closing, Buyer shall pay the balance of the Final

Purchase Price to Seller and the following closing documents shall be executed and delivered:

- a. A general warranty deed conveying to Buyer fee simple title of the Property, free and clear of all encumbrances, except the following "Permitted Encumbrances":
 - (1) Property taxes and special assessments to be allocated between the parties as provided in Section 4 of this Agreement;
 - (1) Building codes and laws and ordinances relating to zoning, land use, and environmental matters; and
 - (1) Easements and Restrictions and Covenants of Record that do not interfere with Buyer's intended use of the Property.
 - b. A closing statement detailing the financial terms of the closing.
 - c. All other documents necessary to transfer the Property to Buyer free and clear of all encumbrances except the Permitted Encumbrances.
3. **Extension of Closing Date.** Buyer can extend the Closing Date two (2) times for sixty (60) days per extension with written notice to Seller.
4. **Costs.** Seller and Buyer agree to the following allocations of costs:
- a. **Closing Costs.** Buyer shall pay all costs of closing associated with this transaction, including but not limited to all costs of issuing the title insurance commitment, title insurance premiums and surcharges required for the issuance of any owner's title insurance policy, the closing fees charged by the Title Insurer, and recording fees.
 - b. **Documentary Taxes.** Buyer shall pay all state deed tax for the warranty deed to be delivered by Seller under this Agreement.
 - c. **Real Estate Taxes and Levied and Pending Assessments.** General real estate taxes due in the year of closing shall be prorated by Seller and Buyer as of the Closing Date based upon a calendar fiscal year. Buyer shall be responsible for any green acre restoration charges due on the property. Seller shall be responsible for all charges or special assessments levied or pending against the Land as of the date of this Agreement.
 - d. **Attorney's Fees.** Each party will pay its own attorney's fees.
5. **Title.**

- a. **Quality of Title.** Seller shall convey marketable fee title to the Property to Buyer, subject to no liens, easements, encumbrances, conditions, reservations, or restrictions other than the Permitted Encumbrances.
 - b. **Title Evidence.** As quickly as possible after this Agreement is fully executed by the Parties, Buyer will obtain a commitment (“Title Commitment”) for an owner’s policy of insurance in the amount of the Purchase Price insuring title to the Property subject only to the Permitted Encumbrances.
 - c. **Buyer’s Objections.** At any time prior to the Closing Date, Buyer shall make written objections (“Objections”) to the form and/or contents of the Title Commitment. Buyer’s failure to make Objections prior to the Closing Date will constitute waiver Objections. Any matter shown on such Title Commitment and not objected to by Buyer shall be deemed an additional “Permitted Encumbrance” hereunder, but in no circumstance will a mortgage referenced in Section 10 below be deemed a Permitted Encumbrance pursuant to this Section. Seller shall use their best efforts to correct any Objections. If the Objections are not cured prior to the Closing Date, Buyer will, in addition to any other remedy available at law or under this Agreement, have the option to do either of the following:
 - (1) Terminate this Agreement; or
 - (1) Waive the Objections and proceed to close.
6. **Representations and Warranties by Seller.** Seller represents and warrants to Buyer as follows:
- a. **Authority.** Seller has the requisite power and authority to enter into and perform this Agreement.
 - b. **Title to Property.** Seller owns the Property free and clear of all encumbrances except the Permitted Encumbrances.
 - c. **Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Property.
 - d. **FIRPTA.** Seller is not a “foreign person,” “foreign partnership,” “foreign trust” or “foreign state” as those terms are defined in § 1445 of the Internal Revenue Code.
 - e. **Proceedings.** To the best knowledge of Seller, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against the Property.

- f. **Wells and Septic Systems.** Seller represents that they are aware two (2) wells and two (2) septic systems on the Property. Seller will provide, to the best of their knowledge, proper well and septic disclosures to Buyer.
- g. **Methamphetamine Production.** Pursuant to Minnesota Statutes section 152.0275, Seller certifies to Buyer that they are not aware of any methamphetamine production that has occurred on the Property.
- h. **Hazardous Substance.** To Seller's actual knowledge, other than the items listed in Section 6.h.(b)., no other Hazardous Substance is located on the Property. Seller has received no notice from any governmental entity or private party that any Hazardous Substance is currently located on the Property in violation with any environmental law. Seller has no actual knowledge of the use, storage or release of any Hazardous Substance on the Property.
 - (a) "Hazardous Substance" means any substance or material defined in or governed by any Environmental Regulation as a dangerous, toxic or hazardous pollutant, contaminant, chemical, waste, material or substance, and also expressly includes lead-based paint, urea-formaldehyde, polychlorinated biphenyls, dioxin, radon, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, including but not limited to crude oil or any fraction thereof, natural gas, natural gas liquids, gasoline and synthetic gas, or any other waste, material, substance, pollutant or contaminant which would subject the owner or operation of the Property to any damages, penalties or liabilities under any applicable Environmental Regulation.
 - (b) The Seller identifies the following items:
 1. One underground 1,000 gallon fuel oil tank buried at the northwest corner of the residence.
 2. Two propane tanks located at the rear of the residence.
 3. Waste Oil Drum located in the shed.
 4. Acetylene and Oxygen tanks located at the southwest corner of barn.
 5. Miscellaneous herbicides and insecticides associated with agriculture.
 6. Miscellaneous fuel and oil containers associated with agriculture and small engine use.
- i. **Blocked Persons.** Seller has not received written notice that Seller is:
 - (1) listed on the Specifically Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the

Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 Sept. 25, 2001 ("Order") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the "Lists");

- (1) a person who has been determined by competent authority to be subject to the prohibitions contained in the Order; or
 - (1) owned or controlled by, or acts for or on behalf of, any person or entity who is (x) on the Lists or any other person or entity who has been determined by competent authority to be subject to the prohibitions contained in the Order, (y) a citizen of the United States who is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation or Executive Order of the President of the United States, or (z) an "Embargoed Person," meaning any person, entity or government subject to trade restrictions under U.S. law, including , but not limited to the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated under such acts.
7. **Representations and Warranties by Buyer.** Buyer represents and warrants to Seller that Buyer has the requisite power and authority to enter into this Agreement and perform it.
8. **Right to Inspect.** Buyer shall have the right to enter, with 24 hour notice to the Seller, the Property and perform such surveys, tests, or inspections as Buyer deems advisable, all at Buyer's sole expense. Buyer shall keep the Property free from mechanics liens arising from such work. Buyer shall be responsible for any property damage or personal injury arising from such work and shall indemnify and hold Seller harmless from all costs, expenses and liabilities relating to such work. Buyer shall have until the Closing Date to conduct surveys, tests, and inspections. If Buyer is dissatisfied with the results of any survey, test, or inspection conducted prior to the Closing Date, as determined by Buyer in its sole discretion, Buyer may terminate this Agreement.
9. **Control of Property.** Subject to the provisions of this Agreement, until the Closing Date, Seller shall have full responsibility and the entire liability for any and all damages or injuries of any kind whatsoever to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising from the negligence of Buyer, its agents, contractors, or employees and except as set forth in Section 8 regarding Buyer's tests and inspections.
10. **Condemnation.** If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, the Seller or Buyer shall immediately give notice to other party of such fact and at either party's option (to be exercised within

ten (10) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement. If neither the Seller or Buyer fail to exercise its option to terminate the Agreement, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings.

11. Buyer's Contingencies. The transaction contemplated by this Agreement is contingent upon the following:

- a. On Seller's ability to provide evidence acceptable to Buyer and the Title Company that any mortgages encumbering the Property have been paid in full and satisfied, or will be paid in full and satisfied on the Closing Date, and that the Property will be released from the liens of any said mortgages prior to or in connection with closing. Said mortgages will not be considered a "Permitted Encumbrance" under Section 2 or Section 4.
- b. Buyer receiving approval of the Mitigation Plan from the Minnesota Board of Soil and Water Resources and Army Corps of Engineers on terms acceptable to Buyer.

If either of the contingencies are not satisfied, Buyer will, in addition to any other remedy available at law or under this Agreement, have the option to do either of the following:

1. Terminate this Agreement (in which case the Earnest Money will be returned to Buyer); or
2. Waive the Contingency and proceed to close.

12. Waiver of Relocation Benefits. Seller acknowledges that they clearly showed intent to sell the Property on the open market prior to inquiry or action by Buyer. Seller acknowledges that the purchase price agreed on for the Property is inclusive of any and all displaced owner-occupant or tenant relocation benefits for which eligibility might exist which could include moving costs, replacement housing, and differential housing payments for replacement property of up to \$50,000. Seller acknowledges that this Agreement entered into with Buyer is voluntary and is not made under threat of eminent domain.

13. Agricultural Crop Harvest. Buyer understands that a portion of the Property is in active agricultural use. Seller and its agricultural tenant have previously had a verbal agreement relating to the agricultural use of the Property, which is a year-to-year planting and harvesting agreement at \$100 per acre. Prior to the start of the 2025 planting season, Seller agrees that it will execute a written lease agreement with its tenant identifying the area to be used by the tenant, the cost per acre, that tenant shall be responsible for all of its acts or injuries which occur on the Property, and any other terms of tenant's use. If the Closing Date occurs after April 1, 2025, Buyer understands and agrees that the renting tenant, as identified by Seller in its written lease agreement, will have access to the

Property for agricultural purposes and for completion of crop harvest. Seller shall assign any and all of its right under said written lease agreement to Buyer. Buyer shall be responsible for any crop damage arising from such inspection work as identified in Section 8 and shall indemnify and hold Seller harmless from all costs, expenses and liabilities relating to such work. Rental income for the fiscal year will be prorated between Seller and Buyer based on the Closing Date and a agricultural season of April 1 through October 31.

14. **Assignment.** Buyer may not assign its rights under this Agreement without written consent of the Seller.
15. **Survival.** All of the terms of this Agreement will survive and be enforceable after the Closing.
16. **Notices.** Any notices required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to any officer of the receiving party, or (ii) mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) properly deposited with a nationally recognized, reputable overnight courier, properly addressed as follows:
- | | |
|---------------|---|
| If to Seller: | Lester & Deidra Winter
L. & D. Winter 2023 Charitable Remainder Unitrust
7022 Centerville Rd. #203
Centerville, MN 55038 |
| If to Buyer: | Michael Grochala
Community Development Director
City of Lino Lakes
600 Town Center Pkwy
Lino Lakes, MN 55014 |
| With copy to: | Squires, Waldspurger & Mace, P.A.
Attn: Jay Squires
333 S. Seventh St., Suite 2800
Minneapolis, MN 55402 |
17. Notices shall be deemed effective on the earlier of the date of receipt or in the case of such deposit in the mail or overnight courier, on the first business day following such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party.
18. **Captions.** The captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
19. **Entire Agreement.** Buyer understands the Property is for sale AS IS. Everything on the Property becomes the asset/liability of Buyer including the residence and contents. Seller

has recommended that the residence, remaining structures and their contents should be considered as a liability and removing all associated debris in compliance with all Governmental regulations This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the Property. There are no verbal or written side agreements that change this Agreement.

20. **Amendment; Waiver.** No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive, and the exact nature of such amendment or waiver, and signed by both parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right, nor as a waiver of such right in a later or separate instance.
21. **Governing Law.** This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.
22. **Binding Effect.** This Agreement binds and benefits the parties and their respective successors and assigns.
23. **Remedies.**
- a. **Default by Buyer.** If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving a 30-day written notice to Buyer pursuant to Minnesota Statutes section 559.21, as it may be amended from time to time. If Buyer fails to cure such default within thirty (30) days of the date of such notice, this Agreement will terminate, and upon such termination Seller may sue for specific performance of this Agreement or actual damages caused by Buyer's default.
 - b. **Default by Seller.** If Seller defaults under this Agreement, Buyer may sue for specific performance of this Agreement, or actual damages caused by Seller's default.
24. **Time.** Time is of the essence with this Agreement.
25. **Counterpart/Electronic Signatures.** This Agreement may be executed in any number of counterparts, and, each shall have the same effect as if each copy were signed by all parties. The parties to this Agreement further agree that electronic and/or facsimile signatures on this Agreement or any agreement related hereto shall be treated with the same force and effect as original signatures.

SELLER: LESTER J. WINTER AND DEIDRA A. WINTER ON BEHALF OF THE L. & D. WINTER CHARITABLE REMAINDER UNITRUST

By: _____
Lester J. Winter

Dated: _____

By: _____
Deidra A. Winter

Dated: _____

BUYER: CITY OF LINO LAKES

By: _____
Its: Mayor

Dated: _____

By: _____
Its: City Administrator

Dated: _____

Exhibit A

[INSERT LEGAL DESCRIPTION OF PROPERTY]

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 6E**

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: January 13, 2025

TOPIC: Consider Resolution No. 25-06, Authorizing Professional Services Agreement with WSB, I-35E Corridor AUAR Five Year Update

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting City Council authorization to a contract with WSB and Associates to update the I-35E Corridor AUAR.

BACKGROUND

The I-35E Corridor Alternative Urban Areawide Review (AUAR) is an environmental review document that analyzed potential impacts of development within a study area of 4,660 acres. The final document was originally adopted by the Lino Lakes City Council on October 24, 2005. The AUAR serves as a substitute environmental review. If a development project is consistent with the assumptions of the analyses in the AUAR, no additional environmental review is required. To remain valid as a substitute form of environmental review, the AUAR must be revised under certain criteria. One of the criteria is the passing of five years.

The AUAR serves as both an important economic development tool as well as a comprehensive framework for mitigating possible environmental impacts of development. The AUAR was last updated in May of 2020. Since that time new development has taken place within the corridor including Otter Crossing commercial development, LTC expansion, and multiple phases of the Watermark. Additionally, the update will allow for the City to accommodate any considerations to further facilitate the Minnesota Technology Corridor along 35E.

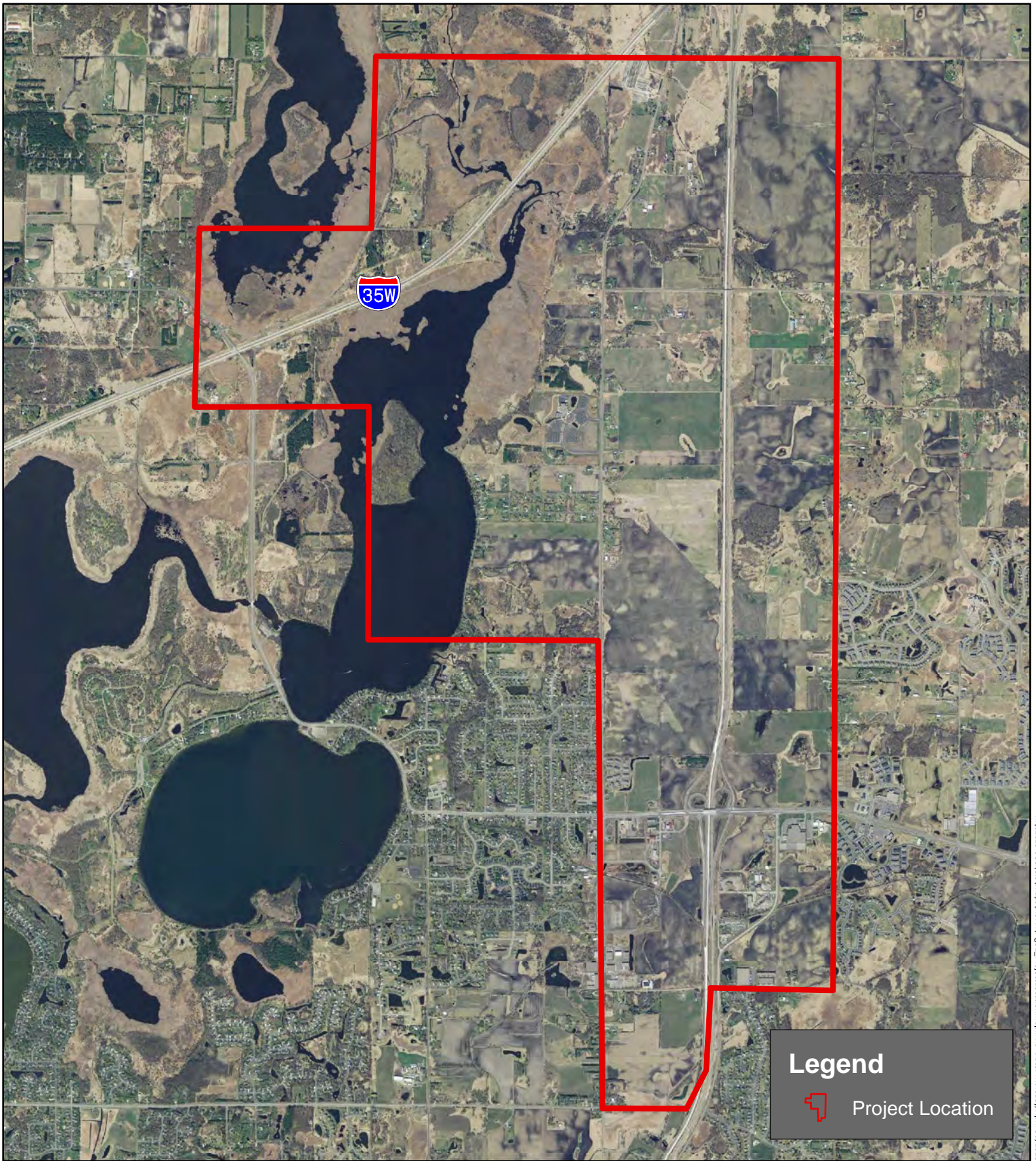
WSB and Associates have prepared a proposal to complete the update in the amount of \$25,572. Funding for this project is included in the Professional Services line item of the Economic Development, Planning and Zoning and Engineering budgets as well as the Water, Sanitary, and Surface Water Management funds. The City does collect an AUAR fee of \$325 per acre for all new development within the corridor to offset the administrative costs associated with the document.

RECOMMENDATION

Staff is recommending approval of Resolution No. 25-06.

ATTACHMENTS

1. AUAR Boundary Map
2. Resolution No. 25-06
3. WSB Proposal



K:\2029-250\GIS\Mapx\AUA\Fig51_ProjectLocationMap.mxd Date: Thursday, April 30, 2015

PROJECT LOCATION

CITY OF LINO LAKES, MINNESOTA
I-35E CORRIDOR AUAR UPDATE

FIGURE 5-1



0 5,000 10,000 Feet



**CITY OF LINO LAKES
RESOLUTION NO. 25-06**

**AUTHORIZING PROFESSIONAL SERVICES CONTRACT WITH WSB FOR THE UPDATE
OF THE I35E CORRIDOR ALTERNATIVE URBAN AREAWIDE REVIEW**

WHEREAS, the City Council, as the Responsible Governmental Unit, authorized the preparation of an Alternative Urban Areawide Review (AUAR) with Resolution No. 05-51; and

WHEREAS, the City prepared a Draft I-35E Corridor AUAR document and the City Council authorized distribution it for public comment with Resolution No. 05-85; and,

WHEREAS, the City distributed the I-35E Corridor Final AUAR as authorized by the City Council with Resolution No. 05-144; and

WHEREAS, the City Council adopted the Final AUAR with Resolution No. 05-159; and

WHEREAS, MN Rules require an update of the AUAR every five years after the adoption of the original AUAR; and

WHEREAS, the AUAR was last updated in May of 2020, and

WHEREAS, WSB has submitted a proposal to perform such services,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that staff is authorized to enter into an agreement with WSB to update the I-35E Corridor Alternative Urban Areawide Review in the amount of \$25,572.

Adopted by the City Council of the City of Lino Lakes this 13th day of January, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

Memorandum

To: Mike Grochala, City of Lino Lakes
CC: Diane Hankee, City of Lino Lakes
From: Alison Harwood, WSB
Date: November 8, 2024
Re: Scope of Work for I-35E Corridor AUAR Update

The City of Lino Lakes is seeking to update its I-35E Corridor AUAR. To remain valid as the environmental review document for the area, the AUAR needs to be updated every five years until development has received approval. The AUAR was originally completed in 2005. Updates have been completed in 2010, 2015, and 2020.

Project Background

The original AUAR was completed in 2005. In 2020, a comprehensive update was completed which included an adjustment to development scenarios and an updated traffic study. Two scenarios were studied: Scenario 1 included the land uses as outlined in the 2040 Comprehensive Plan and Scenario 2 which had a higher residential and commercial land use. Updates to the stormwater and water/wastewater analysis were also completed based on the updated land uses/densities in the proposed development scenarios.

The 2020 AUAR Update was adopted in May 2020; thus, environmental coverage for the study area will expire in May 2025 unless a new update is completed. The scope of work outlined below describes tasks related to the proposed 2025 AUAR Update.

Scope of Work for AUAR Update

Task 1 – Project Management and Meetings

This task includes the project management and meetings to be completed throughout the development of the AUAR Update. This includes two virtual meetings with city staff; one meeting with the environmental board, and one meeting with the City Council.

Task 2 – Review Development Scenarios

The development scenarios will be reviewed based on the current, adopted Comprehensive Plan and any anticipated development in the study area. It is anticipated that the Scenarios reviewed as part of the 2020 AUAR Update will remain valid and no new Scenarios will be necessary. This task will also evaluate what development has occurred within the study area since the last Update.

Task 3 – Prepare List of Permits/Approvals

This item will be developed per the AUAR requirements and list the local, state, and federal permits and approvals that may be needed for development.

Task 4 – Evaluate Geology, Soils, and Topography

This task includes describing the geology, soils, and topography of the study area. Available public information sources and GIS will be used to develop this section. If additional information is

available based on past studies of the project area, that will be included. If these features would create unique environmental impacts, that will be discussed in this section.

Task 5 – Evaluate Project Impact on Water Resources

This task covers an analysis for surface water, groundwater, wastewater, stormwater, and water appropriation for the two development scenarios. Recent past studies that WSB has completed will be used to inform this section.

Information about wetlands will be obtained through the existing wetland delineation information and readily available desktop data, such as the National Wetland Inventory.

For the stormwater analysis, WSB will prepare a planning level stormwater analysis for the scenarios. This will include general analysis of before and after conditions as well as requirements for stormwater management based on MPCA, City, and Watershed District requirements. This analysis will also evaluate what stormwater improvements have been implemented in the study area since the last Update.

For groundwater, existing soils mapping and groundwater information from the USGS will be used to analyze impacts to susceptible groundwater features in relation to proposed land use.

WSB will analyze the proposed water use and wastewater generation based on the two development scenarios, recent studies that WSB has completed, and implementation of utility improvements in the study area. This will be reviewed in relation to the municipal system's ability to serve the area.

Task 6 – Review of Contamination / Hazardous Wastes

Available studies and information will be used to complete this section of the Update. If the scenarios include the potential for hazardous wastes to be stored or generated within the project area, that will be included in this section as well.

Task 7 – Review of Fish and Wildlife

Information from past site visits and the DNR Natural Heritage Database will be used to describe and evaluate wildlife impacts to the area. From the existing information and the field review, the impact of the development scenarios on these resources will be summarized in the Update.

Task 8 – Review of Historic Properties, Visual Impacts, and Parks

Information from the City, State Historical Preservation Office, and the readily available public data will be used to determine if there are impacts to historic properties or parks or if there will be visual impacts. Based on our understanding of the site and proposed development, we do not expect there will be visual impacts per the AUAR guidelines. This information will be used to complete the AUAR Update.

Task 9 – Traffic Analysis

An updated traffic study was completed for the Scenarios in 2020 and will be used to inform this update. Other studies completed in the area and the implementation of roadway improvements will also be included in the Update. No new traffic analysis is expected.

Task 10 – Air Quality, Greenhouse Gas, and Noise Analysis

Updates to the noise analysis are not anticipated and reference to the original AUAR will be made in the Update.

In 2023, the EQB published guidance for completing climate and greenhouse gas emissions analysis into environmental review documents. This Update will include analysis of the potential

greenhouse gas emissions produced by development within the site, evaluate how climate may impact future development, and outline strategies to promote sustainability.

Task 11 – Prepare and Submit AUAR Update

This task includes compiling the information prepared in the previous tasks into the AUAR Update using the EAW form. This task assumes one round of review and revision with City. Once distribution of the AUAR Update has been authorized by the City, the Update will be submitted to the required agencies for a 10-day review.

Task 12 – Respond to Comments and Adopt AUAR Update

If no objections are filed, the City can adopt the AUAR Update. This task includes responding to comments and preparing the Council Packet items for AUAR Update adoption. This task assumes a typical level of agency comments. If comments are received that require additional analysis, this will be discussed with the city. The final Update with responses to comments will be submitted to the agencies after Council adoption.

Cost Estimate

The costs to complete the above work plan for the AUAR Update is \$25,572. Once authorized, we can develop a schedule to complete the work based on the city's timelines, with the intent of adoption of the Updated AUAR in May 2025.

This memo represents our entire understanding of the project scope. If the scope and fee appear to be appropriate, please sign on the space provided and return one copy to our office and we will coordinate the contract documents. If you have questions, please feel free to call me at (612) 360-1320.

ACCEPTANCE:

The City of Lino Lakes hereby accepts the WSB proposal of \$25,572 for services outlined in this memo.

City of Lino Lakes

By: _____

Name: _____

Date: _____

I-35 AUAR Update November 2024

Task	Approximate Billing Rate	Estimated Hours	Subtotal
Project Management and Meetings			
Project Manager	\$219	20	\$4,380
Environmental Scientist	\$129	4	\$516
Subtotal		24	\$4,896
Development Scenarios			
Project Manager	\$219	2	\$438
Environmental Scientist	\$129	8	\$1,032
Subtotal		10	\$1,470
Permits/Approvals			
Project Manager	\$219	1	\$219
Environmental Scientist	\$129	1	\$129
Subtotal		2	\$348
Geology, Soils, and Topography			
Project Manager	\$219	1	\$219
Environmental Scientist	\$129	1	\$129
Subtotal		2	\$348
Water Resource Analysis			
Project Manager	\$219	4	\$876
Environmental Scientist	\$129	6	\$774
Engineer	\$109	16	\$1,744
Subtotal		26	\$3,394
Contamination/Hazardous Wastes			
Project Manager	\$219	1	\$219
Environmental Scientist	\$129	4	\$516
Subtotal		5	\$735
Fish and Wildlife			
Project Manager	\$219	1	\$219
Environmental Scientist	\$129	3	\$387
Subtotal		4	\$606
Historic, Visual, Parks			
Environmental Scientist	\$129	2	\$258
Subtotal		2	\$258
Transportation			
Project Manager	\$219	1	\$219
Engineer	\$179	10	\$1,790
Subtotal		11	\$2,009
Air, GHG Emissions, and Noise			
Project Manager	\$219	1	\$219
Environmental Scientist	\$129	16	\$2,064
Subtotal		17	\$2,283
Prepare and Submit AUAR Update			
Project Manager	\$219	8	\$1,752
Office Technician	\$123	2	\$246
GIS Specialist	\$119	15	\$1,785
Environmental Scientist	\$129	20	\$2,580
Subtotal		45	\$6,363
Respond to Comments and Final Documents			
Project Manager	\$219	6	\$1,314
Environmental Scientist	\$129	12	\$1,548
Subtotal		18	\$2,862
TOTAL		166	\$25,572

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 6F**

STAFF ORIGINATOR: Diane Hankee, PE, City Engineer

MEETING DATE: January 13, 2025

TOPIC: Consider Resolution No. 25-03, Approving Payment No. 1 (Final),
Utility Repair Project

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting council consideration to finalize the Utility Repair Project.

BACKGROUND

On November 25, 2024, the City Council passed resolution 24-153, awarding the construction contract for the Utility Repair Project in the amount of \$35,400.00 to Valley-Rich Company Inc. Construction of the project began in November of 2024.

The project is now complete and is recommended for final payment. Funding for the project is through the Water Operating Fund.

RECOMMENDATION

Approve Resolution No. 25-03, Approving Payment No. 1 and Final, Utility Repair Project in the amount of \$35,400.00 to Valley-Rich Company Inc.

ATTACHMENTS

1. Resolution 25-03
2. Pay Request No. 1 & Final – Utility Repair Project

**CITY OF LINO LAKES
RESOLUTION NO. 25-03**

APPROVING PAYMENT NO. 1 AND FINAL FOR THE UTILITY REPAIR PROJECT

WHEREAS, on November 25, 2024, the City Council passed resolution 24-153, awarding the construction contract for the Utility Repair Project in the amount of \$35,400.00 to Valley-Rich Company Inc.; and

WHEREAS, a complete summary of costs are detailed in Payment No. 1 (Final) where the final amount of the Utility Repair Project was \$35,400.00;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes that Payment Request No. 1 (Final) is approved for a final payment amount of \$35,400.00 for the Utility Repair Project to Valley-Rich Company Inc.

Adopted by the Council of the City of Lino Lakes this 13th day of January, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, City Clerk

PAY VOUCHER 1 AND FINAL

Contractor: Valley Rich Co. Inc.

Original Contract Amount \$35,400.00

147 Jonathon Blvd. N

Chaska, MN, 55318

PROPOSAL FORM - GATE VALVE REPLACEMENT

Line	Item Description	UofM	Quantity	Unit Price
LONESOME PINE AND COYOTE TRL & LONESOME PINE AND LINDEN LN				
1	REPLACE 6" GATE VALVE	LS	2	\$23,600.00
CHOKECHERRY RD				
2	REPLACE 6" GATE VALVE	LS	1	<u>\$11,800.00</u>
	TOTAL AMOUNT DUE			\$35,400.00

ALTERNATE 1

3	PAVING 3" BITUMINOUS PATCH	Not Awarded
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ALTERNATE 2

4	COLD PATCH	Not Awarded
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Notes

LS - to include pavement and concrete removals. Dewatering. Replace excavated material with select granular borrow. Gate Valve and connect to existings. Restore roadway 6" Class 5.

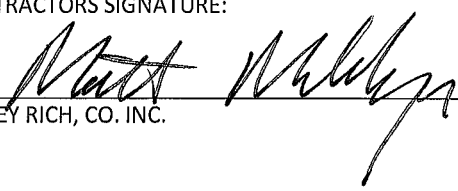
GENERAL NOTES

Contractor responsible for gopher one locate and corrdination.

Contractor responsible for erosion control.

Contractor to coordinate water shut off notice with City staff and property owners.

CONTRACTORS SIGNATURE:



VALLEY RICH, CO. INC.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-796-420-832
Submitted Date and Time:	8-Jan-2025 10:19:01 AM
Legal Name:	VALLEY RICH COMPANY INC
Federal Employer ID:	41-0960072
User Who Submitted:	Vrich3002
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1628975104
Minnesota ID:	7863243
Project Owner:	CITY OF LINO LAKES
Project Number:	C240237
Project Begin Date:	23-Nov-2024
Project End Date:	03-Dec-2024
Project Location:	LONESOME AND COYOTE
Project Amount:	\$35,400.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

CONDITIONAL WAIVER OF LIEN RIGHTS

Dated: January 8, 2025

Job # C240237

Conditioned upon the receipt by the undersigned in the sum of:

**Thirty-Five Thousand Four Hundred Dollars and No/100
(\$35,400.00)**


From City of Lino Lakes as full payment for labor, skills, and material furnished or to be furnished to (or performed at:)

Gate Valve Replacement
Invoice #34160 only

The undersigned certifies that it had paid all of its subcontractors, suppliers, and employees for all labor, equipment, skill or materials connected with the above-described project and furnished through the date thereof.

The undersigned hereby waives all rights, which may have been acquired by the undersigned of file, or record mechanic's liens against said real property for labor, skill, or material furnished to said property. This lien waiver in all respects shall be effective only upon receipt by the undersigned of the sum described above.

Valley-Rich Co., Inc.

By: 
Vice-President

Valley-Rich Co., Inc.
147 Jonathan Blvd. N. Ste. 4
Chaska, MN 55318

Invoice: 34160

(952) 448-3002

Sold
to

City of Lino Lakes
600 Town Center Parkway
Attn: Sandy
Lino Lakes, MN 55014

Ship
to

Gate Valve Replacement/Lino Lk
Lonesome Pine and Coyote Trail
Lino Lakes

<u>Account</u>	<u>P.O. Num</u>	<u>Ship Via</u>	<u>Ship Date</u>	<u>Terms</u>	<u>Invoice Date</u>	<u>Page</u>
LINO LAK	3 Valves	C240237 12/31			12/3/24	1

<u>Item</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
	1	Lonesome Pine and Coytoe Trl - Replace 6-inch gate valve	11,800.00	11,800.00
	1	Lomesome Pine and Linden Ln - Replace 6-inch gate valve	11,800.00	11,800.00
	1	Chokecherry Rd - Replace 6-inch gate valve	11,800.00	11,800.00

Subtotal 35,400.00

Total \$35,400.00