AGENDA
BIG LAKE CITY COUNCIL MEETING
COUNCIL CHAMBERS

JANUARY 22, 2020
6:00 p.m.

1) CALL TO ORDER

2) PLEDGE OF ALLEGIANCE

3) ROLL CALL

4) OPEN FORUM

5) PROPOSED AGENDA

6) CONSENT AGENDA

Items on the Consent Agenda page are reviewed in total by the City Council and may be approved through one motion. Any item may be removed by any Council Member, staff member or person from the public for separate consideration. When removing any item from the Consent Agenda, the item number and description of the item should be clearly stated.

7) BUSINESS

7A. Big Lake Fire Relief Association Benefit Increase Request

7B. PUD Concept Plan Review – Nystrom & Associates Residential Treatment Facility

7C. Appointment of City Planner Candidate

7D. Appointment of Street/Parks Operator II Candidates

7E. Appointment of Water/Wastewater Operator I Candidate

7F. Monthly Department Reports

8) ADMINISTRATOR'S REPORT

9) MAYOR & COUNCIL REPORTS AND COMMENTS/QUESTIONS

Sub-Committee Updates (Reports are given only if meeting date was after the last Council Meeting)
Council Member Hansen - CMRRPP
Council Member Johnson – BLEDA, Fire Board
Council Member Knier - BLBYR
Mayor Wallen – BLEDA, Fire Board, Joint Meeting
Council Member Zettervall

10) OTHER

11) ADJOURN

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Big Lake City Council. This document does not claim to be complete and is subject to change.

BIG LAKE CITY COUNCIL
CONSENT AGENDA
JANUARY 22, 2020

6A. Approve List of Claims

6B. Approve Joint Powers Board Meeting Minutes of January 8, 2020

6C. Approve Regular Council Meeting Minutes of January 8, 2020

6D. Approve Joint City/County/Twsp/School Meeting Minutes of January 16, 2020

6E. Approve Appointment of Parks Advisory Board Member Jason Brevig

6F. Approve Appointment of Planning Commissioner Ketti Green

6G. Approve 2020 Big Lake Planning Commission Officer Appointments

6H. Approve Big Lake Economic Development Authority Commissioner Term Schedule Revision

6I. Approve Resolution Amending the Big Lake Economic Development Authority Enabling Resolution Bylaws

6J. Approve Norland Park 6th Addition Final Plat Development Application

6K. Approve Finalized Agreement with the International Union of Engineers Local No. 49

6L. Approve 2020 Outside Employment Request Form for City Administrator Clay Wilfahrt

AGENDA ITEM
Big Lake City Council

Prepared By: *Deb Wegeleben, Finance Director*	***Meeting Date:*** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6A**
Item Description: *List of Claims*		***Reviewed By:*** *Clay Wilfahrt, City Administrator*	
		Reviewed By: *(N/A)*	

ACTION REQUESTED

Motion to Approve List of Claims paid dated 01/03/2020 through 01/16/2020 and Approve Payroll No.1

BACKGROUND/DISCUSSION

Attached is the List of Claims paid through 01/16/2020. Please contact me with any questions or concerns.

Any elected official who contracts or submits an invoice to the City for payment of services is required to abstain from the vote of said payment, and execute an "Affidavit of City Official Interested in Claim" form prior to receiving payment pursuant to MN Statute 471.87:

471.87 PUBLIC OFFICERS, INTEREST IN CONTRACT; PENALTY.
Except as authorized in section 123B.195 or 471.88, a public officer who is authorized to take part in any manner in making any sale, lease, or contract in official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom. Every public officer who violates this provision is guilty of a gross misdemeanor.

471.88 EXCEPTIONS.
Subdivision 1.**Coverage.**
The governing body of any port authority, seaway port authority, economic development authority, watershed district, soil and water conservation district, town, school district, hospital district, county, or city, by unanimous vote, may contract for goods or services with an interested officer of the governmental unit in any of the following cases.
Subd. 5.**Contract with no bids required.**
A contract for which competitive bids are not required by law.

ATTACHMENTS

List of Claims

BIGLAKE, MN

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Cks 1/3/2020 - 1/16/2020

		Check Amt	Invoice	Comment
1010 US BANK				
Paid Chk# 004541E 1/7/2020	**PAYROLL TAXES - FED/FICA**			
G 101-2171	Federal Withholding Payable	$10,802.13		Federal/FICA Payroll Taxes for Pay Period #1 01/08/2020
G 101-2173	FICA Tax Withholding Payable	$13,824.46		Federal/FICA Payroll Taxes for Pay Period #1 01/08/2020
	Total PAYROLL TAXES - FED/FICA	$24,626.59		
Paid Chk# 004542E 1/7/2020	**PAYROLL TAX - STATE**			
G 101-2172	State Withholding Payable	$5,188.95	ACH	State Payroll Taxes for Pay Period #1 01/08/20
	Total PAYROLL TAX - STATE	$5,188.95		
Paid Chk# 004543E 1/8/2020	**PAYROLL TAXES - FED/FICA**			
G 101-2171	Federal Withholding Payable	$50.00		Federal/FICA Payroll Taxes for Pay Period #1 CITY COUNCIL 1/8/20
G 101-2173	FICA Tax Withholding Payable	$321.30		Federal/FICA Payroll Taxes for Pay Period #1 CITY COUNCIL 1/8/20
	Total PAYROLL TAXES - FED/FICA	$371.30		
Paid Chk# 004544E 1/8/2020	**PAYROLL TAX - STATE**			
G 101-2172	State Withholding Payable	$50.00	ACH	State Payroll Taxes for Pay Period #1 CITY COUNCIL 1/8/20
	Total PAYROLL TAX - STATE	$50.00		
Paid Chk# 004545E 1/8/2020	**MN DEPT OF REVENUE-SALES TAX**			
G 501-2176	Sales Tax Payable	$41,978.00		SALES TAX PAYMENT FOR DECEMBER 2019
G 301-2176	Sales Tax Payable	$1,020.00		SALES TAX PAYMENT FOR DECEMBER 2019
	Total MN DEPT OF REVENUE-SALES TAX	$42,998.00		
Paid Chk# 004546E 1/10/2020	**PAYROLL TAXES - FED/FICA**			
G 101-2171	Federal Withholding Payable	$1,226.10		FICA Payroll Taxes for Pay Period 2019 LTD - LAYNE OTTESON
	Total PAYROLL TAXES - FED/FICA	$1,226.10		
Paid Chk# 004547E 1/14/2020	**HEALTH PARTNERS**			
G 101-2182	Health-Dental-Life Ins Payable	$2,619.06	ABEL/CHILDS/	HEALTH INSURANCE PREMIUMS FOR THE MONTH OF FEBRUARY 2020
G 101-2182	Health-Dental-Life Ins Payable	$3,513.15	EE PORTION	HEALTH INSURANCE PREMIUMS FOR THE MONTH OF FEBRUARY 2020
G 101-2182	Health-Dental-Life Ins Payable	$25,961.15	ER PORTION	HEALTH INSURANCE PREMIUMS FOR THE MONTH OF FEBRUARY 2020
E 101-300-75-05-4008	Insurance Benefits (er)	$1,510.14	HANDELAND	HEALTH INSURANCE PREMIUMS FOR THE MONTH OF FEBRUARY 2020
G 101-1158	Cobra Insurance Receivable	$1,317.41	RETIREE	HEALTH INSURANCE PREMIUMS FOR THE MONTH OF FEBRUARY 2020
E 101-300-75-05-4008	Insurance Benefits (er)	$480.39	SHERBURNE	HEALTH INSURANCE PREMIUMS FOR THE MONTH OF FEBRUARY 2020
	Total HEALTH PARTNERS	$35,401.30		
Paid Chk# 004548E 1/14/2020	**DEARBORN NATIONAL**			
G 101-2182	Health-Dental-Life Ins Payable	$716.03	ABEL/CHILDS/	LIFE INS PREM ER FOR MONTH OF FEBRUARY 2020
G 101-2182	Health-Dental-Life Ins Payable	$339.05	EE PORTION	LIFE INS PREM ER FOR MONTH OF FEBRUARY 2020
G 101-2182	Health-Dental-Life Ins Payable	$1,481.68	ER PORTION	LIFE INS PREM ER FOR MONTH OF FEBRUARY 2020
E 101-100-10-05-4008	Insurance Benefits (er)	$2.52	HEALY - JAN I	LIFE INS PREM ER FOR MONTH OF FEBRUARY 2020
	Total DEARBORN NATIONAL	$2,539.28		
Paid Chk# 004549E 1/15/2020	**US BANK**			
G 101-2020	Accounts Payable	$173.00		BANK SERVICE CHARGES ELECTRONIC CHECK DEPOSIT FOR NOVEMBER 2019
	Total US BANK	$173.00		
Paid Chk# 004550E 1/15/2020	**WORLDPAY-NCR**			

BIGLAKE, MN

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Cks 1/3/2020 - 1/16/2020

		Check Amt	Invoice	Comment
G 501-2020	Accounts Payable	$6,973.25		LIQUOR STORE CC PROCESSING FEE FOR DECEMBER 2019
Total	**WORLDPAY-NCR**	$6,973.25		
Paid Chk# 004551E 1/15/2020	**AMERITAS LIFE INSURANCE CO.**			
G 101-2183	Other Pre-Tax Insurance Payabl	$140.24		VISION INSURANCE PREMIUMS FOR MONTH OF JANUARY 2020
Total	**AMERITAS LIFE INSURANCE CO.**	$140.24		
Paid Chk# 004553E 1/15/2020	**MN DEPT OF LABOR & INDUSTRY**			
G 101-2020	Accounts Payable	$2,234.54		BUILDING PERMIT SURCHARGE FOR 4TH QTR 2019
Total	**MN DEPT OF LABOR & INDUSTRY**	$2,234.54		
Paid Chk# 004554E 1/15/2020	**PITNEY BOWES INC**			
G 101-1551	Prepaid Postage	$200.00		POSTAGE PURCHASE 01/10/2020
Total	**PITNEY BOWES INC**	$200.00		
Paid Chk# 004555E 1/15/2020	**MN PUBLIC FACILITIES AUTHORITY**			
E 301-000-00-85-4610	Debt Service Interest	$34,041.15		2004 PFA FEB PAYMENT
E 401-000-00-85-4610	Debt Service Interest	$104,067.54		2009 PFA FEB PAYMENT
E 211-000-00-85-4610	Debt Service Interest	$12,012.96		2010 PFA FEB PAYMENT
Total	**MN PUBLIC FACILITIES AUTHORITY**	$150,121.65		
Paid Chk# 081734 1/3/2020	**BIG LAKE FIRE DEPARTMENT**			
E 101-300-85-25-4258	Fire Protection Services - JP	$42,566.25		2020 1ST QTR FIRE SERVICE PAYMENT
Total	**BIG LAKE FIRE DEPARTMENT**	$42,566.25		
Paid Chk# 081735 1/3/2020	**FRIENDLY BUFFALO**			
E 101-100-11-10-4243	Meals	$172.95		ELECTIONS
Total	**FRIENDLY BUFFALO**	$172.95		
Paid Chk# 081736 1/3/2020	**PIZZA FACTORY**			
E 101-100-11-10-4243	Meals	$173.85		ELECTIONS
Total	**PIZZA FACTORY**	$173.85		
Paid Chk# 081737 1/3/2020	**STEPP MANUFACTURING CO INC**			
G 199-2020	Accounts Payable	$40,911.40	056654	2019 POT HOLE PATCHER
Total	**STEPP MANUFACTURING CO INC**	$40,911.40		
Paid Chk# 081742 1/8/2020	**SCHARF, SARAH**			
G 101-2020	Accounts Payable	$75.00	01082020	VIDEO TAPING CC MTG 01/08/2020
Total	**SCHARF, SARAH**	$75.00		
Paid Chk# 081743 1/10/2020	**101 MARKET**			
G 101-2020	Accounts Payable	$176.65	1-301649	HOLIDAY PLANTS/PARKS
Total	**101 MARKET**	$176.65		
Paid Chk# 081744 1/10/2020	**ATLAS BUSINESS SOLUTIONS**			
G 101-2020	Accounts Payable	$374.40	313295	POLICE DUES
Total	**ATLAS BUSINESS SOLUTIONS**	$374.40		
Paid Chk# 081745 1/10/2020	**BIG LAKE CHAMBER OF COMMERCE**			
G 101-2020	Accounts Payable	$15.00	1049	NOV CHAMBER
G 101-2020	Accounts Payable	$30.00	1049	OCT CHAMBER
G 101-2020	Accounts Payable	$15.00	1049	NOV CHAMBER
G 101-2020	Accounts Payable	$30.00	1049	OCT CHAMBER
Total	**BIG LAKE CHAMBER OF COMMERCE**	$90.00		
Paid Chk# 081746 1/10/2020	**BRIGGS & MORGAN**			

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			Check Amt	Invoice	Comment
G 173-2020	Accounts Payable		$800.00	TIF 1-7	LEGAL FEES FOR ASSIGN NOTE
	Total	**BRIGGS & MORGAN**	$800.00		
Paid Chk# 081747	1/10/2020	**CAMPBELL KNUTSON PROFESSIONAL**			
G 101-2020	Accounts Payable		$1,530.00	256	PLANNING LEGAL DEC
G 275-2020	Accounts Payable		$160.40	256	BLEDA MINNCO LAND SALE
G 275-2020	Accounts Payable		$236.58	256	BLEDA OPTIONS/BLACKBIRD GROUP LLC
G 101-2020	Accounts Payable		$90.00	256	STATION STREETS APTS
G 101-2020	Accounts Payable		$2,060.20	256	BIG LAKE CAR CONDOS
G 150-2020	Accounts Payable		$535.00	256	NORLAND PHASE VI
G 101-2020	Accounts Payable		$795.00	256	ADM LEGAL DEC
G 101-2020	Accounts Payable		$1,142.85	256	POLICE LEGAL DEC
	tal	**CAMPBELL KNUTSON PROFESSIONAL**	$6,550.03		
Paid Chk# 081748	1/10/2020	**CASEYS BUSINESS MASTERCARD**			
G 101-2020	Accounts Payable		$1,186.49	QN422	PARKS MOTOR FUEL
	Total	**CASEYS BUSINESS MASTERCARD**	$1,186.49		
Paid Chk# 081749	1/10/2020	**CENTERPOINT ENERGY**			
G 101-2020	Accounts Payable		$101.97	10178578-0	POLIC/LIBRARY
G 101-2020	Accounts Payable		$208.20	10178579-8	POLICE/LIBRARY
G 301-2020	Accounts Payable		$64.77	5769828-4	WATER
G 501-2020	Accounts Payable		$285.49	5780558-2	LIQUOR STORE
G 101-2020	Accounts Payable		$33.00	5793223-8	PUBLIC WORKS SHED
G 101-2020	Accounts Payable		$57.09	5808592-9	PUBLIC WORKS SHED
G 101-2020	Accounts Payable		$584.88	5819667-6	PUBLIC WORKS BLDG
G 301-2020	Accounts Payable		$584.88	5819667-6	PUBLIC WORKS BLDG
G 401-2020	Accounts Payable		$584.88	5819667-6	PUBLIC WORKS BLDG
G 101-2020	Accounts Payable		$584.88	5819667-6	PUBLIC WORKS BLDG
G 601-2020	Accounts Payable		$123.13	5819667-6	PUBLIC WORKS BLDG
G 301-2020	Accounts Payable		$82.46	5820083-3	WATER
G 301-2020	Accounts Payable		$1,201.33	6122739-3	WATER TREATMENT FACILITY
G 101-2020	Accounts Payable		$382.82	8076448-3	POLICE/LIBRARY
G 101-2020	Accounts Payable		$695.69	9359272-3	CITY HALL
	Total	**CENTERPOINT ENERGY**	$5,575.47		
Paid Chk# 081750	1/10/2020	**CHARTER COMMUNICATIONS**			
G 101-2020	Accounts Payable		$144.98	017101512211	LAKESHORE PARK WIFI
	Total	**CHARTER COMMUNICATIONS**	$144.98		
Paid Chk# 081751	1/10/2020	**CLEARWAY COMMUNITY SOLAR LLC**			
G 401-2020	Accounts Payable		$80.73	CIOBGLK-120	256 CRESCENT
G 301-2020	Accounts Payable		$45.66	CIOBGLK-120	300 SHOREACRES DR PUMP
G 401-2020	Accounts Payable		$21.26	CIOBGLK-120	19173 CR 68 SEWER
G 101-2020	Accounts Payable		$548.79	CIOBGLK-120	160 LAKE ST CITY HALL
G 301-2020	Accounts Payable		$210.33	CIOBGLK-120	601 MINNESOTA AVE PUMP
G 401-2020	Accounts Payable		$540.04	CIOBGLK-120	SEWER TREATMENT PLANT
G 101-2020	Accounts Payable		$30.60	CIOBGLK-120	10 LAKE ST STREET LIGHTS
G 501-2020	Accounts Payable		$23.62	CIOBGLK-120	LIQUOR STORE/JERKEY
G 101-2020	Accounts Payable		$87.37	CIOBGLK-120	10 LAKE ST SST LIGHTING
G 101-2020	Accounts Payable		$5.90	CIOBGLK-120	514 FOREST PARK
G 501-2020	Accounts Payable		$762.86	CIOBGLK-120	615 ROSE DR LIQUOR STORE
G 101-2020	Accounts Payable		$78.98	CIOBGLK-120	SKATING RINK
G 101-2020	Accounts Payable		$6.52	CIOBGLK-120	160 LAKE ST STREET LIGHTS
	Total	**CLEARWAY COMMUNITY SOLAR LLC**	$2,442.66		
Paid Chk# 081752	1/10/2020	**DAHLHEIMER DISTRIBUTING CO**			
G 501-2020	Accounts Payable		$11,267.35	112-02226	BEER

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Cks 1/3/2020 - 1/16/2020

		Check Amt	Invoice	Comment
G 501-2020	Accounts Payable	$187.00	112-02226	MIX
Total	**DAHLHEIMER DISTRIBUTING CO**	$11,454.35		
Paid Chk# 081753	1/10/2020	**DAILEY DATA & ASSOCIATES, INC**		
G 501-2020	Accounts Payable	$33.75	103304	LIQUOR STORE COMPUTER
Total	**DAILEY DATA & ASSOCIATES, INC**	$33.75		
Paid Chk# 081754	1/10/2020	**DEHMER FIRE PROTECTION**		
G 501-2020	Accounts Payable	$154.25	08833	LIQUOR STORE BLDG MAINT
Total	**DEHMER FIRE PROTECTION**	$154.25		
Paid Chk# 081755	1/10/2020	**ENVIRONMENTAL SENTRY**		
G 101-2020	Accounts Payable	$972.00	1218	2019 1 LID VIDEO REVIEW
Total	**ENVIRONMENTAL SENTRY**	$972.00		
Paid Chk# 081756	1/10/2020	**FREIDAY, SARA**		
G 101-2020	Accounts Payable	$1,250.00	004158	CITY HALL
G 101-2020	Accounts Payable	$1,150.00	004158	POLICE/LIBRARY
Total	**FREIDAY, SARA**	$2,400.00		
Paid Chk# 081757	1/10/2020	**GUARDIAN FLEET SAFETY**		
G 101-2020	Accounts Payable	$289.11	19-0533	POLICE MAINT 725
Total	**GUARDIAN FLEET SAFETY**	$289.11		
Paid Chk# 081758	1/10/2020	**INSPECTRON, INC.**		
G 101-2020	Accounts Payable	$11,587.50	2019	BUILDING DEPT CONT HIRED
Total	**INSPECTRON, INC.**	$11,587.50		
Paid Chk# 081759	1/10/2020	**MIDWEST MACHINERY CO**		
G 101-2020	Accounts Payable	$1,955.91	2057703	PARK REPAIRS ON J DEERE 1575
Total	**MIDWEST MACHINERY CO**	$1,955.91		
Paid Chk# 081760	1/10/2020	**MN CHIEF OF POLICE ASSOC**		
G 101-2020	Accounts Payable	$157.00	10424	MEMBERSHIP DUES
G 101-2020	Accounts Payable	$278.00	9818	MEMBERSHIP DUES
Total	**MN CHIEF OF POLICE ASSOC**	$435.00		
Paid Chk# 081761	1/10/2020	**MONTICELLO PRINTING**		
G 101-2020	Accounts Payable	$17.38	116867	STREETS
G 601-2020	Accounts Payable	$17.38	116867	STORM SEWER
G 401-2020	Accounts Payable	$17.38	116867	SEWER
G 301-2020	Accounts Payable	$17.38	116867	WATER
G 101-2020	Accounts Payable	$17.38	116867	POLICE
G 101-2020	Accounts Payable	$17.38	116867	PARKS
G 101-2020	Accounts Payable	$17.38	116867	ENGINEERING
G 101-2020	Accounts Payable	$17.38	116867	BUILDING
G 101-2020	Accounts Payable	$17.38	116867	CITY HALL
G 501-2020	Accounts Payable	$17.38	116867	LIQUOR
G 101-2020	Accounts Payable	$17.38	116867	PLANNING
G 101-2020	Accounts Payable	$17.44	116867	COUNCIL
G 101-2020	Accounts Payable	$17.38	116867	EDA
G 101-2020	Accounts Payable	$40.00	117343	BUSINESS CARDS/C SCOTT
Total	**MONTICELLO PRINTING**	$266.00		
Paid Chk# 081762	1/10/2020	**MORRIS, LAURIE**		
G 101-2020	Accounts Payable	$48.72	DEC	TRAINING
Total	**MORRIS, LAURIE**	$48.72		
Paid Chk# 081763	1/10/2020	**NAPA AUTO PARTS**		

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Cks 1/3/2020 - 1/16/2020

			Check Amt	Invoice	Comment
G 101-2020	Accounts Payable		$78.47	700	STREET REPAIRS
	Total	**NAPA AUTO PARTS**	$78.47		
Paid Chk# 081764	1/10/2020	**NEWMAN TRAFFIC SIGNS**			
G 101-2020	Accounts Payable		$3,987.43	SALES005387	STREET SIGNS
	Total	**NEWMAN TRAFFIC SIGNS**	$3,987.43		
Paid Chk# 081765	1/10/2020	**NORTHERN SALT, INC**			
G 101-2020	Accounts Payable		$3,362.78	18212	SALT FOR PLOWING
G 101-2020	Accounts Payable		$3,365.48	18228	SALT FOR PLOWING
G 101-2020	Accounts Payable		$3,228.97	18242	SALT FOR PLOWING
G 101-2020	Accounts Payable		$3,351.97	18256	SALT FOR PLOWING
	Total	**NORTHERN SALT, INC**	$13,309.20		
Paid Chk# 081766	1/10/2020	**OFFICE DEPOT**			
G 101-2020	Accounts Payable		$3.55	413397399001	PLANNING
G 101-2020	Accounts Payable		$3.55	413397399001	ENGINEERING
G 101-2020	Accounts Payable		$7.10	413397399001	BUILDING
G 101-2020	Accounts Payable		$7.10	413397399001	EDA
G 101-2020	Accounts Payable		$46.21	413397399001	CITY HALL
G 101-2020	Accounts Payable		$3.55	413397399001	MAYOR/COUNCIL
G 101-2020	Accounts Payable		$3.85	419330715001	EDA
G 101-2020	Accounts Payable		$1.92	419330715001	MAYOR/COUNCIL
G 101-2020	Accounts Payable		$3.85	419330715001	BUILDING
G 101-2020	Accounts Payable		$1.92	419330715001	PLANNING
G 101-2020	Accounts Payable		$25.10	419330715001	CITY HALL
G 101-2020	Accounts Payable		$1.92	419330715001	ENGINEERING
G 101-2020	Accounts Payable		$7.39	419330910001	CITY HALL SUPPLIES
	Total	**OFFICE DEPOT**	$117.01		
Paid Chk# 081767	1/10/2020	**OREILLY AUTOMOTIVE, INC**			
G 101-2020	Accounts Payable		$55.20	1532-189043	STREET VEHICLE MAINT
G 101-2020	Accounts Payable		$101.76	1532-189525	STREET VEHICLE MAINT
G 101-2020	Accounts Payable		$57.91	1532-190322	CAR WASH SOAP/BRUSH
G 101-2020	Accounts Payable		$29.96	1532-191454	STREET VEHICLE MAINTY
G 101-2020	Accounts Payable		$194.99	1532-191480	SIDEWALK MACHINE
	Total	**OREILLY AUTOMOTIVE, INC**	$439.82		
Paid Chk# 081768	1/10/2020	**SHERWIN WILLIAMS CO**			
G 101-2020	Accounts Payable		$185.83	5234-1442-3	STREETS STRIPING
	Total	**SHERWIN WILLIAMS CO**	$185.83		
Paid Chk# 081769	1/10/2020	**SHRED RIGHT**			
G 101-2020	Accounts Payable		$16.00	517785	POLICE
G 101-2020	Accounts Payable		$16.00	517785	CITY HALL
	Total	**SHRED RIGHT**	$32.00		
Paid Chk# 081770	1/10/2020	**STREICHERS**			
G 101-2020	Accounts Payable		$194.98	I1402356	POLICE BODY ARMOR
G 101-2020	Accounts Payable		$148.98	I1405228	POLICE UNIFORMS
G 101-2020	Accounts Payable		$14.99	I1405405	POLICE UNIFORMS
	Total	**STREICHERS**	$358.95		
Paid Chk# 081771	1/10/2020	**THE POLICE AND SHERIFFS PRESS**			
G 101-2020	Accounts Payable		$17.55	128967	POLICE ID CARDS
	Total	**THE POLICE AND SHERIFFS PRESS**	$17.55		
Paid Chk# 081772	1/10/2020	**UNIQUE PAVING MATERIALS**			
G 101-2020	Accounts Payable		$310.50	48533	STREETS PAVING HOT MIX

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			Check Amt	Invoice	Comment
		Total UNIQUE PAVING MATERIALS	$310.50		
Paid Chk# 081773	1/10/2020	**UNLIMITED SUPPLIES, INC**			
G 101-2020	Accounts Payable		$98.85	345521	SHOP MATERIALS
G 101-2020	Accounts Payable		$195.55	347440	SHOP MATERIALS
G 101-2020	Accounts Payable		$68.80	347440	STREET SUPPLIES
		Total UNLIMITED SUPPLIES, INC	$363.20		
Paid Chk# 081774	1/10/2020	**VARNER TRANSPORTATION LLC**			
G 501-2020	Accounts Payable		$1,510.00	12312019	LIQUOR STORE FREIGHT
		Total VARNER TRANSPORTATION LLC	$1,510.00		
Paid Chk# 081775	1/10/2020	**WEST SHERBURNE TRIBUNE**			
G 101-2020	Accounts Payable		$32.00	079503	ORD 2018-05 PARKING WAIVERS
		Total WEST SHERBURNE TRIBUNE	$32.00		
Paid Chk# 081776	1/10/2020	**WEX BANK**			
G 101-2020	Accounts Payable		$976.44	046100727103	PUBLIC WORKS MOTOR FUEL
G 301-2020	Accounts Payable		$976.44	046100727103	PUBLIC WORKS MOTOR FUEL
G 601-2020	Accounts Payable		$205.57	046100727103	PUBLIC WORKS MOTOR FUEL
G 101-2020	Accounts Payable		$976.44	046100727103	PUBLIC WORKS MOTOR FUEL
G 401-2020	Accounts Payable		$976.44	046100727103	PUBLIC WORKS MOTOR FUEL
		Total WEX BANK	$4,111.33		
Paid Chk# 081777	1/10/2020	**WILFAHRT, CLAY**			
G 101-2020	Accounts Payable		$383.96	2019	2019 MILEAGE
		Total WILFAHRT, CLAY	$383.96		
Paid Chk# 081778	1/10/2020	**WRUCK SEWER & PORTABLE RENTALS**			
G 101-2020	Accounts Payable		$522.75	3155	PARKS SANITATION
		al WRUCK SEWER & PORTABLE RENTALS	$522.75		
Paid Chk# 081779	1/10/2020	**XCEL ENERGY**			
G 101-2020	Accounts Payable		$97.66	51-0042412-6	STREET LIGHTS HWY 10
G 101-2020	Accounts Payable		($101.41)	51-0042412-6	SOLAR CREDIT
G 101-2020	Accounts Payable		$3,458.40	51-4459098-1	STREET LIGHTS
G 501-2020	Accounts Payable		$596.72	51-7887276-7	LIQUOR STORE
G 501-2020	Accounts Payable		$27.24	51-7887277-8	LIQUOR STORE
G 101-2020	Accounts Payable		$59.25	51-8050069-4	STREET LIGHTS HWY 10
G 101-2020	Accounts Payable		($35.53)	51-8050069-4	SOLAR CREDIT
G 101-2020	Accounts Payable		$29.93	51-8978757-3	STREET LIGHTS EAGLE LK RD
		Total XCEL ENERGY	$4,132.26		
Paid Chk# 081780	1/10/2020	**YERKA-WYATT TOM**			
G 280-2020	Accounts Payable		$22.94	DEC	FARMERS MARKET SUPPLIES
		Total YERKA-WYATT TOM	$22.94		
Paid Chk# 081781	1/10/2020	**BAKER, MARLYS**			
G 280-2020	Accounts Payable		$15.00	123119	PROMOTION TOKENS
		Total BAKER, MARLYS	$15.00		
Paid Chk# 081782	1/10/2020	**BELL BOY CORPORATION-1**			
G 501-2020	Accounts Payable		$392.99	0100557500	MIX
G 501-2020	Accounts Payable		$63.58	0100557500	MIX
G 501-2020	Accounts Payable		$4.10	0100557500	FRT
		Total BELL BOY CORPORATION-1	$460.67		
Paid Chk# 081783	1/10/2020	**BIG LAKE CENTER OWNERS ASSOC.**			
G 501-2020	Accounts Payable		$171.40	123119	EQUIPMENT

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		Check Amt	Invoice	Comment
G 501-2020	Accounts Payable	$7.62	123119	ASSOCIATION WATER
G 501-2020	Accounts Payable	$4.45	123119	ASSOCIATION SIGN ELECTRIC
G 501-2020	Accounts Payable	$12.84	123119	ASSOCIATION ELECTRIC
Total	**BIG LAKE CENTER OWNERS ASSOC.**	$196.31		
Paid Chk# 081784	1/10/2020 **BIG LAKE LUMBER**			
G 101-2020	Accounts Payable	($6.32)	123119	CREDIT
G 101-2020	Accounts Payable	$43.56	20077118	HOCKEY RINKS
Total	**BIG LAKE LUMBER**	$37.24		
Paid Chk# 081785	1/10/2020 **BOLTON & MENK INC**			
G 150-2020	Accounts Payable	$65.00	0243741	CASEY'S ESCROW
G 101-2020	Accounts Payable	$187.50	0243741	STATION STREET ESCROW
G 198-2020	Accounts Payable	$3,870.00	0243754	SAFE ROUTE TO SCHOOL NOV SER
Total	**BOLTON & MENK INC**	$4,122.50		
Paid Chk# 081786	1/10/2020 **ETZEL, LIZ**			
G 280-2020	Accounts Payable	$3.00	123119	PROMOTION TOKENS DEC 19
G 280-2020	Accounts Payable	$5.00	123119	CC TOKENS DEC 19
Total	**ETZEL, LIZ**	$8.00		
Paid Chk# 081787	1/10/2020 **FELDEVERD, ALLEN**			
G 280-2020	Accounts Payable	$4.00	123119	MARKET BUCKS
G 280-2020	Accounts Payable	$11.00	123119	EBT TOKENS
Total	**FELDEVERD, ALLEN**	$15.00		
Paid Chk# 081788	1/10/2020 **GOULD, JOHN**			
G 280-2020	Accounts Payable	$3.00	123119	PROMOTION TOKENS
Total	**GOULD, JOHN**	$3.00		
Paid Chk# 081789	1/10/2020 **HOPKINS, JOHNATHAN**			
G 280-2020	Accounts Payable	$9.00	123119	PROMOTION TOKENS
G 280-2020	Accounts Payable	$20.00	123119	CC TOKENS
Total	**HOPKINS, JOHNATHAN**	$29.00		
Paid Chk# 081790	1/10/2020 **LARSON, LINDA**			
G 280-2020	Accounts Payable	$4.00	123119	PROMOTION TOKENS
Total	**LARSON, LINDA**	$4.00		
Paid Chk# 081791	1/10/2020 **TUTTLE, GRACE**			
G 280-2020	Accounts Payable	$10.00	1231190	MARKET BUCKS DEC 19
G 280-2020	Accounts Payable	$7.00	1231190	EBT TOKENS DEC 19
G 280-2020	Accounts Payable	$50.00	1231190	CC TOKENS DEC 19
Total	**TUTTLE, GRACE**	$67.00		
Paid Chk# 081792	1/13/2020 **ACE SOLID WASTE INC**			
E 101-100-15-25-4225	Sanitation/Garbage Removal	$127.99	5513951	CITY HALL
E 101-200-50-25-4225	Sanitation/Garbage Removal	$159.54	5513951	PUBLIC WORKS BLDG
E 501-000-00-25-4225	Sanitation/Garbage Removal	$233.15	5513951	LIQUOR STORE
E 101-200-55-25-4225	Sanitation/Garbage Removal	$252.71	5513951	PARKS
E 101-100-20-25-4225	Sanitation/Garbage Removal	$124.65	5513951	POLICE/LIBRARY BLDG
E 401-000-00-25-4225	Sanitation/Garbage Removal	$251.92	5513951	WASTEWATER TREATMENT PLANT
Total	**ACE SOLID WASTE INC**	$1,149.96		
Paid Chk# 081793	1/13/2020 **AFLAC**			
G 101-2183	Other Pre-Tax Insurance Payabl	$180.96	899646	OTHER PRE TAX INSURANCE
Total	**AFLAC**	$180.96		
Paid Chk# 081794	1/13/2020 **AMERICAN MESSAGING**			

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		Check Amt	Invoice	Comment
E 301-000-00-25-4230	Telephone/Internet	$13.59	D2080811UA	WATER PAGERS
E 401-000-00-25-4230	Telephone/Internet	$13.60	D2080811UA	SEWER PAGERS
Total	**AMERICAN MESSAGING**	$27.19		
Paid Chk# 081795	1/13/2020 **ARTISAN BEER COMPANY**			
E 501-000-00-27-4263	Purchases - Beer	$52.40	3396789	BEER
E 501-000-00-27-4263	Purchases - Beer	$126.25	33967910	BEER
Total	**ARTISAN BEER COMPANY**	$178.65		
Paid Chk# 081796	1/13/2020 **BELL BOY CORPORATION-1**			
E 501-000-00-27-4264	Purchases - Wine	$336.00	0082257000	WINE
E 501-000-00-27-4262	Purchases - Liquor	$450.00	0082257000	LIQUOR
E 501-000-00-27-4269	Freight - In	$23.40	0082257000	FRT
E 501-000-00-27-4262	Purchases - Liquor	$850.98	0082257500	LIQUOR
E 501-000-00-27-4269	Freight - In	$17.12	0082257500	FRT
E 501-000-00-27-4264	Purchases - Wine	$84.00	0082304800	WINE
E 501-000-00-27-4262	Purchases - Liquor	$551.28	0082304800	LIQUOR
E 501-000-00-27-4269	Freight - In	$17.60	0082304800	FRT
E 501-000-00-25-4210	Operating Supplies	$34.28	01006967000	LIQUOR SUPPLIES
E 501-000-00-27-4265	Purchases - Mix/Pop	$118.59	01006967000	MIX
E 501-000-00-25-4210	Operating Supplies	$31.58	0100712100	MIX
E 501-000-00-27-4265	Purchases - Mix/Pop	$43.26	0100712100	MIX
E 501-000-00-27-4269	Freight - In	$2.35	0100712100	FRT
Total	**BELL BOY CORPORATION-1**	$2,560.44		
Paid Chk# 081797	1/13/2020 **BERNICKS PEPSI**			
E 501-000-00-27-4263	Purchases - Beer	($145.69)	68540	CREDIT
E 501-000-00-27-4263	Purchases - Beer	$3,504.60	68541	BEER
E 501-000-00-27-4267	Purchases - Non Alcoholic B	$29.05	68541	NA BEER
E 501-000-00-27-4263	Purchases - Beer	$36.75	68542	MIX
E 501-000-00-27-4263	Purchases - Beer	$1,339.80	71604	BEER
E 501-000-00-27-4265	Purchases - Mix/Pop	$45.65	71605	MIX
Total	**BERNICKS PEPSI**	$4,810.16		
Paid Chk# 081798	1/13/2020 **BIG LAKE CHAMBER OF COMMERCE**			
E 101-100-05-25-4220	Advertising	$150.00		2020 COMMUNITY FAIR
E 101-300-75-25-4220	Advertising	$150.00		2020 COMMUNITY FAIR
E 275-000-00-25-4220	Advertising	$150.00		2020 COMMUNITY FAIR
E 101-100-05-25-4220	Advertising	($150.00)		2020 COMMUNITY FAIR
E 101-300-75-25-4220	Advertising	($150.00)		2020 COMMUNITY FAIR
E 275-000-00-25-4220	Advertising	($150.00)		2020 COMMUNITY FAIR
Total	**BIG LAKE CHAMBER OF COMMERCE**	$0.00		
Paid Chk# 081799	1/13/2020 **BOND TRUST SERVICES CORP**			
E 217-000-00-85-4611	Debt Service Fees	$103.25	53562	2012A 2020 PAYING AGENT FEE
E 401-000-00-85-4611	Debt Service Fees	$255.50	53562	2012A 2020 PAYING AGENT FEE
E 301-000-00-85-4611	Debt Service Fees	$116.25	53562	2012A 2020 PAYING AGENT FEE
Total	**BOND TRUST SERVICES CORP**	$475.00		
Paid Chk# 081800	1/13/2020 **BREAKTHRU BEVERAGE**			
E 501-000-00-27-4262	Purchases - Liquor	$3,520.02	1081081756	LIQUOR
E 501-000-00-27-4265	Purchases - Mix/Pop	$72.10	1081081756	MIX
E 501-000-00-27-4264	Purchases - Wine	$836.51	1081081756	WINE
E 501-000-00-27-4263	Purchases - Beer	$122.75	1081081757	BEER
E 501-000-00-27-4262	Purchases - Liquor	$9,047.09	1081084863	LIQUOR
E 501-000-00-27-4268	Purchases - Non Alcoholic	$72.00	1081084863	NA WINE
E 501-000-00-27-4264	Purchases - Wine	$833.40	1081084863	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	$100.00	1081084863	MIX

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		Check Amt	Invoice	Comment
Total	**BREAKTHRU BEVERAGE**	$14,603.87		
Paid Chk# 081801	1/13/2020 **C&L DISTRIBUTING COMPANY**			
E 501-000-00-27-4267	Purchases - Non Alcoholic B	$112.30		NA BEER
E 501-000-00-27-4265	Purchases - Mix/Pop	$100.00		MIX
E 501-000-00-27-4263	Purchases - Beer	$2,318.49	1067001270	BEER
E 501-000-00-27-4263	Purchases - Beer	($46.74)	1169000161	CREDIT
E 501-000-00-27-4265	Purchases - Mix/Pop	$14.00	961003657	MIX
E 501-000-00-27-4263	Purchases - Beer	$16,357.40	961003705	BEER
Total	**C&L DISTRIBUTING COMPANY**	$18,855.45		
Paid Chk# 081802	1/13/2020 **CHARTER COMMUNICATIONS**			
E 501-000-00-25-4230	Telephone/Internet	$312.13	016166901032	LIQUOR STORE
Total	**CHARTER COMMUNICATIONS**	$312.13		
Paid Chk# 081803	1/13/2020 **DAHLHEIMER DISTRIBUTING CO**			
E 501-000-00-27-4263	Purchases - Beer	$12,083.07	112-02274	BEER
E 501-000-00-27-4267	Purchases - Non Alcoholic B	$57.40	112-02274	NA BEER
E 501-000-00-27-4274	Bottle/Keg Purchases - non t	$60.00	112-02274	KEG DEPOSITS
E 501-000-00-27-4265	Purchases - Mix/Pop	$172.00	112-02274	MIX
E 501-000-00-27-4263	Purchases - Beer	($159.23)	1174459	CREDIT
Total	**DAHLHEIMER DISTRIBUTING CO**	$12,213.24		
Paid Chk# 081804	1/13/2020 **DEPUTY REGISTRAR -**			
E 101-200-40-25-4430	Vehicle Maintenance	$19.25		ENGINEER VEHICLE
E 101-100-10-25-4430	Vehicle Maintenance	$19.25		PLANNING VEHICLE
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		STREET DUMP TRUCK #94
E 301-000-00-25-4430	Vehicle Maintenance	$19.25		WATER TRUCK #45
E 401-000-00-25-4430	Vehicle Maintenance	$19.25		SEWER PICKUP #35
E 301-000-00-25-4430	Vehicle Maintenance	$19.25		GMC SIERA #7
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		DUMP TRUCK #2
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		STREETS #12
E 301-000-00-25-4430	Vehicle Maintenance	$19.25		WATER PICKUP #25
E 101-100-15-25-4430	Vehicle Maintenance	$19.25		CITY HALL VEHICLE #1
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		DUMP TRUCK #116
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		DUMP TRUCK #106
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		DUMP TRUCK #8
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		STREETS #32
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		STREET #22
E 101-200-55-25-4430	Vehicle Maintenance	$118.25		PARK #T16
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		STREETS #102
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		STREETS #24
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		DUMP TRUCK #105
E 401-000-00-25-4430	Vehicle Maintenance	$19.25		WASTEWATER TRUCK #196
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		DUMP TRUCK #118
E 401-000-00-25-4430	Vehicle Maintenance	$19.25		JETVAC #136
E 101-200-50-25-4430	Vehicle Maintenance	$19.25		STREETS #1
Total	**DEPUTY REGISTRAR -**	$541.75		
Paid Chk# 081805	1/13/2020 **FIREMANS RELIEF ASSOCIATION**			
E 101-300-85-05-4015	Fire Department Relief Asso	$4,000.00	2020	2020 BUDGET CONTRIBUTION TO FIRE RELIEF
Total	**FIREMANS RELIEF ASSOCIATION**	$4,000.00		
Paid Chk# 081806	1/13/2020 **GFOA**			
E 101-100-15-25-4260	Subscriptions/Dues	$190.00	0243881	2020 GFOA MEMBERSHIP
Total	**GFOA**	$190.00		
Paid Chk# 081807	1/13/2020 **GRANITE CITY JOBBING**			

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		Check Amt	Invoice	Comment
E 501-000-00-27-4273	Purchaes - Cigarette non tax	$262.92	166871	TOBACCO
E 501-000-00-27-4271	Purchases - Cigars	$33.07	166871	CIGARS
E 501-000-00-27-4269	Freight - In	$4.25	166871	FRT
E 501-000-00-27-4273	Purchaes - Cigarette non tax	$438.20	167739	TOBACCO
E 501-000-00-27-4271	Purchases - Cigars	$66.14	167739	CIGARS
E 501-000-00-27-4265	Purchases - Mix/Pop	$7.80	167739	MIX
E 501-000-00-25-4210	Operating Supplies	$11.79	167739	SUPPLIES
E 501-000-00-27-4269	Freight - In	$4.25	167739	FRT
Total	**GRANITE CITY JOBBING**	$828.42		
Paid Chk# 081808	1/13/2020 **GUARDIAN FLEET SAFETY**			
E 199-000-75-70-4316	Capital Purchases/Improve	$10,478.23	20-0004	NEW POLICE UNIT 728-20
E 277-000-00-70-4316	Capital Purchases/Improve	$2,855.00	20-0004	NEW POLICE UNIT 728-20
E 199-000-75-70-4316	Capital Purchases/Improve	$10,478.23	20-0004	NEW POLICE UNIT 729-20
E 277-000-00-70-4316	Capital Purchases/Improve	$2,855.00	20-0004	NEW POLICE UNIT 729-20
Total	**GUARDIAN FLEET SAFETY**	$26,666.46		
Paid Chk# 081809	1/13/2020 **INITIATIVE FOUNDATION**			
E 101-400-95-25-4902	Donations/Sponsorship	$1,100.00	11590	2020 ANNUAL PLEDGE
Total	**INITIATIVE FOUNDATION**	$1,100.00		
Paid Chk# 081810	1/13/2020 **IUOE LOCAL #49**			
G 101-2175	Other Withholding	$350.00		PUBLIC WORKS UNION DUES
Total	**IUOE LOCAL #49**	$350.00		
Paid Chk# 081811	1/13/2020 **IUOE LOCAL 49 FRINGE BENEFIT**			
G 101-2185	Union Health Insurance - EE/ER	$12,400.00		PUBLIC WORKS HEALTH INSURANCE
Total	**IUOE LOCAL 49 FRINGE BENEFIT**	$12,400.00		
Paid Chk# 081812	1/13/2020 **JOHNSON BROTHERS WHOLESALE**			
E 501-000-00-27-4262	Purchases - Liquor	$2,883.65	1472868	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	$2,410.22	1472869	WINE
E 501-000-00-27-4265	Purchases - Mix/Pop	$37.00	1472870	MIX
E 501-000-00-27-4262	Purchases - Liquor	$2,976.28	1472871	LIQUOR
E 501-000-00-27-4262	Purchases - Liquor	$192.00	1473383	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	$231.75	1473384	WINE
Total	**JOHNSON BROTHERS WHOLESALE**	$8,730.90		
Paid Chk# 081813	1/13/2020 **JP BROOKS HOMES**			
G 101-2057	Seed/Sod Escrow	$1,860.00		LANDSCAPE ESCROW 18971 HELEN WAY
Total	**JP BROOKS HOMES**	$1,860.00		
Paid Chk# 081814	1/13/2020 **LAW ENFORCEMENT LABOR SERVICE**			
G 101-2175	Other Withholding	$620.00		POLICE UNION DUES JAN 2020
Total	**LAW ENFORCEMENT LABOR SERVICE**	$620.00		
Paid Chk# 081815	1/13/2020 **LUPULIN BREWING LLC**			
E 501-000-00-27-4263	Purchases - Beer	$489.00	26267	BEER
Total	**LUPULIN BREWING LLC**	$489.00		
Paid Chk# 081816	1/13/2020 **METRO SUPER SAVER**			
E 501-000-00-25-4220	Advertising	$225.00		LIQUOR ADVERTISING
Total	**METRO SUPER SAVER**	$225.00		
Paid Chk# 081817	1/13/2020 **MN NCPERS LIFE**			
G 101-2180	PERA Life Insurance Payable	$48.00		PERA LIFE INS
Total	**MN NCPERS LIFE**	$48.00		
Paid Chk# 081818	1/13/2020 **MOTOROLA**			

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		Check Amt	Invoice	Comment
E 199-000-75-70-4316	Capital Purchases/Improve	$4,416.28	16086917	PORTABLE RADIOS
	Total MOTOROLA	$4,416.28		
Paid Chk# 081819	1/13/2020 **MPPOA**			
E 101-300-75-25-4260	Subscriptions/Dues	$608.00		POLICE MEMBERSHIP 2020
E 101-300-75-25-4260	Subscriptions/Dues	$200.00		POLICE MEMBERSHIP 2020
	Total MPPOA	$808.00		
Paid Chk# 081820	1/13/2020 **NYSTROM PUBLISHING**			
E 101-100-05-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 101-100-10-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 101-100-15-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 101-100-25-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 101-100-30-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 101-200-40-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 101-200-50-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 101-200-55-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 101-300-75-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 301-000-00-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 401-000-00-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 501-000-00-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 601-000-00-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
E 101-300-85-25-4200	Printing - Newsletter etc	$143.97	42719	2020 1ST QTR NEWSLETTER
	Total NYSTROM PUBLISHING	$2,015.58		
Paid Chk# 081821	1/13/2020 **PAYROLL TAX - STATE**			
G 101-2172	State Withholding Payable	$0.00	ACH	State Payroll Taxes for Pay Period #
	Total PAYROLL TAX - STATE	$0.00		
Paid Chk# 081822	1/13/2020 **PHILLIPS WINE & SPIRITS**			
E 501-000-00-27-4262	Purchases - Liquor	$1,287.10	2683399	LIQUOR
E 501-000-00-27-4264	Purchases - Wine	$2,108.75	2683400	WINE
E 501-000-00-27-4268	Purchases - Non Alcoholic	$37.00	2683401	WINE
	Total PHILLIPS WINE & SPIRITS	$3,432.85		
Paid Chk# 081823	1/13/2020 **RED BULL DISTRIBUTION CO, INC**			
E 501-000-00-27-4265	Purchases - Mix/Pop	$225.50	K-83292264	MIX
	Total RED BULL DISTRIBUTION CO, INC	$225.50		
Paid Chk# 081824	1/13/2020 **SAND CREEK GROUP LTD**			
E 301-000-00-05-4008	Insurance Benefits (er)	$348.75		INSURANCE BENEFIT 2020
E 401-000-00-05-4008	Insurance Benefits (er)	$348.75		INSURANCE BENEFIT 2020
E 501-000-00-05-4008	Insurance Benefits (er)	$348.75		INSURANCE BENEFIT 2020
E 601-000-00-05-4008	Insurance Benefits (er)	$116.25		INSURANCE BENEFIT 2020
E 101-100-15-05-4008	Insurance Benefits (er)	$1,162.50	SDC835-IN	INSURANCE BENEFIT 2020
	Total SAND CREEK GROUP LTD	$2,325.00		
Paid Chk# 081825	1/13/2020 **SCHARF, JOEL**			
E 101-100-20-25-4413	Equipment/Accessories	$93.79		POLICE/LIBRARY BLDG
	Total SCHARF, JOEL	$93.79		
Paid Chk# 081826	1/13/2020 **SHERBURNE CO AUDITOR-TREASURER**			
E 101-100-15-25-4212	Other Operations Expenses	$707.83		PROP TAX NOTICES
	al SHERBURNE CO AUDITOR-TREASURER	$707.83		
Paid Chk# 081827	1/13/2020 **SMART SIGNS**			
E 101-300-75-25-4413	Equipment/Accessories	$103.35	11104	POLICE SIGNS
	Total SMART SIGNS	$103.35		

BIGLAKE, MN

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Cks 1/3/2020 - 1/16/2020

		Check Amt	Invoice	Comment
Paid Chk# 081828	1/13/2020 **SOUTHERN WINE & SPIRITS OF MN**			
E 501-000-00-27-4262	Purchases - Liquor	$1,266.04	1909504	LIQUOR
Total	**SOUTHERN WINE & SPIRITS OF MN**	$1,266.04		
Paid Chk# 081829	1/13/2020 **SUSTEEN**			
E 101-300-75-25-4413	Equipment/Accessories	$2,390.00	9843364	POLICE EQUIPMENT
Total	**SUSTEEN**	$2,390.00		
Paid Chk# 081830	1/13/2020 **SWANK MOTION PICTURE INC**			
E 101-400-56-25-4903	Movie In the Park	$900.00	BO 1678786	2020 MOVIE IN THE PARK
Total	**SWANK MOTION PICTURE INC**	$900.00		
Paid Chk# 081831	1/13/2020 **THE VOLUNTEER BRIDGE**			
E 101-400-56-25-4260	Subscriptions/Dues	$30.00		2020 MEMBERSHIP
Total	**THE VOLUNTEER BRIDGE**	$30.00		
Paid Chk# 081832	1/13/2020 **VANG, TOM**			
G 101-2057	Seed/Sod Escrow	$1,860.00		LANDSCAPE ESCROW 20066 JANUARY ST
Total	**VANG, TOM**	$1,860.00		
Paid Chk# 081833	1/13/2020 **VIKING COCA-COLA**			
E 501-000-00-27-4265	Purchases - Mix/Pop	$154.50	2460775	MIX
Total	**VIKING COCA-COLA**	$154.50		
Paid Chk# 081834	1/13/2020 **WATER TOWER CLEAN & COAT, INC**			
E 399-000-00-70-4316	Capital Purchases/Improve	$10,000.00	WT78392	TANK MIXING SYSTEM
Total	**WATER TOWER CLEAN & COAT, INC**	$10,000.00		
Paid Chk# 081835	1/13/2020 **WINDSTREAM**			
E 401-000-00-25-4230	Telephone/Internet	$531.23	091121503	SEWER
E 401-000-00-25-4230	Telephone/Internet	$51.90	091622521	SEWER
Total	**WINDSTREAM**	$583.13		
Paid Chk# 081836	1/13/2020 **WINE MERCHANTS**			
E 501-000-00-27-4264	Purchases - Wine	$1,225.00	7268779	WINE
Total	**WINE MERCHANTS**	$1,225.00		
Paid Chk# 081837	1/13/2020 **WRUCK SEWER & PORTABLE RENTALS**			
E 101-200-55-25-4225	Sanitation/Garbage Removal	$256.00	4136	PARKS SANITATION
al	**WRUCK SEWER & PORTABLE RENTALS**	$256.00		
Paid Chk# 081838	1/16/2020 **BIG LAKE HARDWARE**			
G 101-2020	Accounts Payable	$20.02	DEC	STREET SUPPLIES
G 101-2020	Accounts Payable	$105.26	DEC	PARK SUPPLIES
G 101-2020	Accounts Payable	$25.88	DEC	PARK EXPENSE
G 101-2020	Accounts Payable	$62.36	DEC	PLAYGROUND
G 101-2020	Accounts Payable	$43.17	DEC	PARK EQUIPMENT
G 101-2020	Accounts Payable	$251.96	DEC	PARK REPAIR/MAINT
G 101-2020	Accounts Payable	$106.35	DEC	SHOP MATERIALS
G 101-2020	Accounts Payable	$4.04	DEC	EQUIPMENT
G 101-2020	Accounts Payable	$188.97	DEC	CITY HALL SUPPLIES
G 101-2020	Accounts Payable	$31.78	DEC	BILLED TO LAKE ASSOCIATION
G 199-2020	Accounts Payable	$1,212.99	DEC	PUBLIC WORKS EQUIPMENT
G 401-2020	Accounts Payable	$653.95	DEC	SEWER REPAIR/MAINT
Total	**BIG LAKE HARDWARE**	$2,706.73		
Paid Chk# 081839	1/16/2020 **BOYER FORD TRUCKS INC-1**			
G 101-2020	Accounts Payable	$201.34	72060R	UNIT 94 WIPER MOTOR REPLACEMENT
G 101-2020	Accounts Payable	$1,542.25	882827	UNIT 105 REPAIR TO STEERING ASSEMBLY

BIGLAKE, MN

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Cks 1/3/2020 - 1/16/2020

			Check Amt	Invoice	Comment
		Total BOYER FORD TRUCKS INC-1	$1,743.59		
Paid Chk# 081840	1/16/2020	**CUSHMAN MOTOR CO, INC**			
G 101-2020	Accounts Payable		$343.50	200433	REPAIR PLOW
		Total CUSHMAN MOTOR CO, INC	$343.50		
Paid Chk# 081841	1/16/2020	**GOPHER STATE ONE CALL**			
G 301-2020	Accounts Payable		$99.45	00-MN00182	PUBLIC WORKS LOCATES
G 401-2020	Accounts Payable		$99.45	00-MN00182	PUBLIC WORKS LOCATES
G 301-2020	Accounts Payable		$99.45	00-MN00182	PUBLIC WORKS LOCATES
		Total GOPHER STATE ONE CALL	$298.35		
Paid Chk# 081842	1/16/2020	**JOHNSON BROTHERS WHOLESALE**			
G 501-2020	Accounts Payable		$15.17	582749	WINE
G 501-2020	Accounts Payable		$21.79	582750	WINE
G 501-2020	Accounts Payable		$103.55	582751	LIQUOR
G 501-2020	Accounts Payable		($3.33)	584223	CREDIT
G 501-2020	Accounts Payable		($15.86)	584360	CREDIT
		Total JOHNSON BROTHERS WHOLESALE	$121.32		
Paid Chk# 081843	1/16/2020	**KWIK TRIP**			
G 101-2020	Accounts Payable		$2,898.06	00348251	POLICE MOTOR FUEL
		Total KWIK TRIP	$2,898.06		
Paid Chk# 081844	1/16/2020	**LANDFORM**			
G 101-2020	Accounts Payable		$382.50	29947	STATION STREET ESCROW CONSUL WORK
G 101-2020	Accounts Payable		$382.50	29947	CONSULTANT CITY MEETINGS
G 101-2020	Accounts Payable		$3,633.75	29947	CONSULTANT IN HOUSE WORK
G 101-2020	Accounts Payable		$1,253.75	29947	NYSTROM & ASSOCIATES
G 101-2020	Accounts Payable		$255.00	29947	SIEMERS ESCROW CONSULT WORK
G 101-2020	Accounts Payable		$42.50	29947	CAR CONDO ESCROW CONSULT WORK
		Total LANDFORM	$5,950.00		
Paid Chk# 081845	1/16/2020	**M&M EXPRESS SALES & SERVICE**			
G 101-2020	Accounts Payable		$29.70	234353	EQUIP MAINT STREETS
		Total M&M EXPRESS SALES & SERVICE	$29.70		
Paid Chk# 081846	1/16/2020	**MHFA**			
G 116-2020	Accounts Payable		$425.82	DEC 2019	107 CORRINE 2019 QTR 2 PYMT
G 116-2020	Accounts Payable		$461.81	DEC 2019	4984 MITCHELL 2019 QTR 2 PYMT
		Total MHFA	$887.63		
Paid Chk# 081847	1/16/2020	**NORTHLAND SECURITIES, INC**			
G 101-2020	Accounts Payable		$662.50	5938	2019 ANNUAL CONTINUING DISCLOSURE REPORT
G 301-2020	Accounts Payable		$662.50	5938	2019 ANNUAL CONTINUING DISCLOSURE REPORT
G 401-2020	Accounts Payable		$662.50	5938	2019 ANNUAL CONTINUING DISCLOSURE REPORT
G 501-2020	Accounts Payable		$662.50	5938	2019 ANNUAL CONTINUING DISCLOSURE REPORT
		Total NORTHLAND SECURITIES, INC	$2,650.00		
Paid Chk# 081848	1/16/2020	**ROYAL TIRE INC**			
G 301-2020	Accounts Payable		$607.67	305-133743	STREET REPAIR/MAINT
		Total ROYAL TIRE INC	$607.67		
Paid Chk# 081849	1/16/2020	**SHERBURNE CO SHERIFFS DEPT**			
G 101-2020	Accounts Payable		$2,833.33	2019-12	DEC SERVICES IT
		Total SHERBURNE CO SHERIFFS DEPT	$2,833.33		
Paid Chk# 081850	1/16/2020	**WATER LABORATORIES INC**			
G 301-2020	Accounts Payable		$160.00	7754	TESTING

BIGLAKE, MN

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Cks 1/3/2020 - 1/16/2020

			Check Amt	Invoice	Comment
		Total WATER LABORATORIES INC	$160.00		
Paid Chk# 081851	1/16/2020	**WENCK ASSOCIATES, INC**			
G 401-2020	Accounts Payable		$247.50	11909445	DEC SERVICES LUPULIN
G 499-2020	Accounts Payable		$2,498.90	11909446	DEC SERVICES CONST ADMIN
G 499-2020	Accounts Payable		$1,000.00	11909450	DEC PLATTING/SURVEY WWTP
		Total WENCK ASSOCIATES, INC	$3,746.40		
Paid Chk# 081852	1/16/2020	**XCEL ENERGY**			
G 101-2020	Accounts Payable		$21.75	51-001233342	DEC SERVICES
		Total XCEL ENERGY	$21.75		
Paid Chk# 081854	1/16/2020	**AUTOSTOP INC**			
G 101-2020	Accounts Payable		$92.89	0080792	POLICE VEHICLE MAINT #732
G 101-2020	Accounts Payable		$102.34	0080793	POLICE VEHICLE MAINT #729
G 101-2020	Accounts Payable		$557.91	0080797	POLICE VEHICLE MAINT #728-17
G 101-2020	Accounts Payable		$70.89	0080951	POLICE VEHICLE MAINT K9 UNIT
G 101-2020	Accounts Payable		$234.74	0080999	POLICE VEHICLE MAINT #728-17
		Total AUTOSTOP INC	$1,058.77		
Paid Chk# 081855	1/16/2020	**CINTAS**			
G 401-2020	Accounts Payable		$123.08	12857225	PUBLIC WORKS UNIFROMS
G 301-2020	Accounts Payable		$123.08	12857225	PUBLIC WORKS UNIFORMS
G 101-2020	Accounts Payable		$123.08	12857225	PUBLIC WORKS UNIFORMS
G 101-2020	Accounts Payable		$123.10	12857225	PUBLIC WORKS UNIFORMS
G 601-2020	Accounts Payable		$25.91	12857225	PUBLIC WORKS UNIFORMS
G 501-2020	Accounts Payable		$435.75	12857519	LIQUOR CLEANING
		Total CINTAS	$954.00		
Paid Chk# 081856	1/16/2020	**HOGLUND BUS COMPANY**			
G 101-2020	Accounts Payable		$3,480.84	136059	06 INTERNATIONL REPAIRS/MAINT
		Total HOGLUND BUS COMPANY	$3,480.84		
Paid Chk# 081857	1/16/2020	**MN COMPUTER SYSTEMS INC**			
G 101-2020	Accounts Payable		$48.56	282501	POLICE COPIES
		Total MN COMPUTER SYSTEMS INC	$48.56		
Paid Chk# 081858	1/16/2020	**MONTICELLO PRINTING**			
G 101-2020	Accounts Payable		$131.65	117631	POLICE BUSINESS CARDS
		Total MONTICELLO PRINTING	$131.65		
Paid Chk# 081859	1/16/2020	**SHERBURNE COUNTY ATTORNEY**			
G 101-2020	Accounts Payable		$1,229.34	6517	COURT FINES
		Total SHERBURNE COUNTY ATTORNEY	$1,229.34		
Paid Chk# 081860	1/16/2020	**W. D. LARSON COMPANIES**			
G 101-2020	Accounts Payable		$187.21	2504220414	PUBLIC WORKS VEHICLE MAINT
		Total W. D. LARSON COMPANIES	$187.21		
		1010 US BANK	$616,251.67		

BIGLAKE, MN

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Cks 1/3/2020 - 1/16/2020

	Check Amt	Invoice	Comment

Fund Summary

1010 US BANK	
101 GENERAL FUND	$223,141.96
116 2009 NSP GRANT	$887.63
150 CAPITAL PROJECT/LOCAL DEVELOPM	$600.00
173 CAP PROJ-TIF 1-7 -NORTHSTAR	$800.00
198 INFRASTRUCTURE IMPRMNT FUND	$3,870.00
199 EQUIP & BLDG REPLACEMENTS	$67,497.13
211 TRLF-GO STATE AID LOAN 2010	$12,012.96
217 GO REFUNDING BONDS 2012A	$103.25
275 ECONOMIC DEVELOPMENT AUTHORITY	$396.98
277 DWI FORFEITURE	$5,710.00
280 FARMERS MARKET	$163.94
301 WATER ENTERPRISE FUND	$40,676.86
399 WATER -EQUIP/BLDG REPLCMNT FUN	$10,000.00
401 SEWER ENTERPRISE FUND	$109,729.37
499 SEWER-EQUIP/BLDG REPLCMNT FUND	$3,498.90
501 LIQUOR ENTERPRISE FUND	$136,530.48
601 STORM SEWER ENTERPRISE FUND	$632.21
	$616,251.67

AGENDA ITEM

Big Lake City Council
Big Lake Township Board

Prepared By: *Gina Wolbeck, City Clerk*	***Meeting Date:*** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6B**
Item Description: *January 8, 2020 Joint Powers Board Meeting Minutes*		***Reviewed By:*** *Clay Wilfahrt, City Administrator*	
		Reviewed By: *N/A*	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the January 8, 2020 Joint Powers Board Meeting Minutes as presented.

BACKGROUND/DISCUSSION

The January 8, 2020 Joint Powers Board Meeting Minutes are attached for Council's review

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

JPB Minutes

JOINT POWERS BOARD MEETING MINUTES

CITY OF BIG LAKE AND BIG LAKE TOWNSHIP

CITY COUNCIL CHAMBERS

JANUARY 8, 2020

1. CALL TO ORDER

Mayor Wallen called the meeting to order at 4:30 p.m.

2. ROLL CALL

Council Members present: Mayor Mike Wallen, Seth Hansen, Rose Johnson, Paul Knier, and Scott Zettervall.

Town Board Supervisors present: Chair Bruce Aubol, Larry Alfords, Dean Brenteson, and Norm Leslie. Town Board Member Bob Hofer arrived at 4:34 p.m.

Also present: City Administrator Clay Wilfahrt, Community Development Director Hanna Klimmek, City Clerk Gina Wolbeck, and City Engineer Layne Otteson.

3. ADOPT PROPOSED AGENDA

Council Member Knier motioned to adopt the proposed Agenda as presented. Seconded by Council Member Zettervall, unanimous ayes, Agenda adopted.

4. BUSINESS

4A. Big Lake Economic Development Authority Enabling Resolution Revision Discussion

Hanna Klimmek reviewed proposed amendments to the Big Lake Economic Development Authority's (BLEDA) enabling Resolution which serves as that Boards Bylaws. Significant revisions are based on the recent changes that have been made while streamlining the sale process of the Big Lake Industrial Park East (BLIPE) Phase II property. BLIPE Phase II land was formally conveyed to the City and Township from the BLEDA via a public hearing on August 12, 2019. Klimmek noted that going forward, all BLIPE business will be conducted via special meetings with the Joint Powers Board. At this time, the need for two Township seats on the BLEDA is being questioned and eliminating all language within the

BLEDA Bylaws pertaining to representation by Township Supervisors is recommended. Klimmek reviewed that all BLEDA Meetings are open to the public and meeting packets could be sent to the Township upon request. Klimmek also offered to provide semi-annual updates to the Township if the Town Board feels it is appropriate.

Supervisor Leslie stated that his only concern was the need for continued communications from the City and that he appreciates that Klimmek is willing to provide updates to the Town Board. Klimmek discussed her planned semi-annual presentations noting that she is planning her first visit to the Town Board on February 12. Klimmek also informed the Boards that Staff has fielded questions from a couple of businesses interested in relocating to the Big Lake Industrial Park Phase II property, noting that future land sales should be less constrictive which will help with marketing efforts.

Supervisor Brenteson questioned if a lack of labor force has been a concern from businesses Klimmek has met with. Klimmek noted that most businesses nationwide have this concern, but finds a substantial benefit in the Youth Apprenticeship Program through Big Lake High School and expressed how that Program is benefitting local businesses.

Mayor Wallen discussed that the population in Big Lake continues to grow, stressing that we are a community that people are taking notice of. Wallen also stated that he likes the streamlining of land sales that Staff and BLEDA have been working towards.

Council Member Knier reviewed a discussion with a local business owner who complimented the community development team for their efforts in assisting local businesses.

No members from the Joint Powers Board expressed negative feedback on the amendments as discussed.

5. ADJOURN

Supervisor Aubol motioned to adjourn at 4:40 p.m. Seconded by Supervisor Alfords, unanimous ayes, motion carried.

_____
City Clerk

Approved by the Big Lake City Council on _____
Approved by the Big Lake Township Board on _____

AGENDA ITEM

Big Lake City Council

Prepared By: *Gina Wolbeck, City Clerk*	***Meeting Date:*** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6C**
Item Description: *January 8, 2020 City Council Regular Meeting Minutes*		***Reviewed By:*** *Clay Wilfahrt, City Administrator*	
		Reviewed By: *N/A*	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the January 8, 2020 City Council Regular Meeting Minutes as presented.

BACKGROUND/DISCUSSION

The January 8, 2020 City Council Regular Meeting Minutes are attached for Council's review

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

Regular Meeting Minutes

BIG LAKE CITY COUNCIL
REGULAR MEETING MINUTES

JANUARY 8, 2020

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Council Members present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. Also present: City Administrator Clay Wilfahrt, Finance Director Deb Wegeleben, Community Development Director Hanna Klimmek, City Engineer Layne Otteson, Police Chief Joel Scharf, City Clerk Gina Wolbeck, City Planner Michael Healy, Liquor Store Manager Greg Zurbey, and Consultant City Planner Sara Woolf from Landform.

4. OPEN FORUM

Mayor Wallen opened the Open Forum at 6:01 p.m. No one came forward. Mayor Wallen closed the Open Forum at 6:01 p.m.

5. PROPOSED AGENDA

Council Member Knier motioned to adopt the proposed Agenda as presented. Seconded by Council Member Hansen, unanimous ayes, Agenda adopted.

6. CONSENT AGENDA

Council Member Hansen motioned to approve the Consent Agenda with the removal of items 6C and 6F for separate consideration. Seconded by Council Member Zettervall, unanimous ayes, Consent Agenda approved. The Consent Agenda consists of: 6A. Approve List of Claims, 6B. Approve Council Workshop Minutes of December 11, 2019, ~~6C. Approve Regular Council Meeting Minutes of December 11, 2019~~, 6D. Approve Appointment of Parks Advisory Committee 2020 Chair, 6E. Approve Big Lake Economic Development Authority 2020 Officer Appointments, ~~6F. Approve Request for Proposal for the Community Brand and Identity Design Project~~, 6G. Accept Resignation of City Planner Michael Healy, 6H. Set a Council Gathering on March 21, 2020 from 9:00 a.m. to 12:00 p.m. at Big Lake High School located at 501 Minnesota Avenue for the 2020 Big Lake Chamber of Commerce and Industry Vendor Show, 6I. Approve City Financial Policy Amendments, 6J. Approve SAC Credit Subsidy for The Blackbird Group, LLC, 6K. Approve 2020 Sand Creek Employee Assistance Agreement, 6L. Approve Resolution No. 2020-01 approving a Therapeutic Massage License to Jianhua Shi at Lily's Massage, and 6M. Approve Appointment of Police Officer Tyler Hecht.

6C. Approve Regular Council Meeting Minutes of December 11, 2019

Council Member Knier requested that language pertaining to item no. 7A on the December 11th Meeting Minutes be amended to show a clearer picture of the discussion relating to pedestrian/vehicle crashes. The language requested by Council Member Knier was: Council Member Knier asked if there has been pedestrian safety issues in this area. Chief Scharf replied that in a general sense, the amount of pedestrian/vehicle crashes that we have are non-existent, noting that a lot of people that use the roadway are conscious about walking on a safe part of it.

Council Member Knier motioned to approve the December 11, 2019 Council Meeting Minutes with an amendment to item 7A to show a clearer picture of the discussion relating to pedestrian/vehicle crashes. Seconded by Council Member Johnson, unanimous ayes, motion carried.

6F. Approve Request for Proposal for the Community Brand and Identity Design Project

Council Member Knier asked for a verbal update on the RFP for the Community Brand and Identity Project in an effort to provide information to the general public on what the expenses would go towards. Hanna Klimmek reviewed that on September 9, 2019, the Big Lake Economic Development Authority (BLEDA) formally approved an allocation of $25,000 to a 2020 BLEDA led, city-wide branding project contingent upon the City Council approving an allocation of an additional $25,000 of CIP funds to the project to support a total project budget of $50,000. The purpose of the project is to generate community pride and sense of place, assist in marketing the City and selling land, the creation of a visual identity of the City for all

City Departments to manage, and to help us understand what people think of when they hear "Big Lake, MN". Klimmek reviewed the planned phased approach recommended by the BLEDA, and reviewed the proposed project schedule which is expected to be completed by July 2020.

Knier stated that he likes the fact that this plan brings about a concerted effort between Staff, Council and the Chamber. Knier questioned why our logo is considered outdated. Klimmek responded that right now we don't know if the logo is outdated, noting that we will have a clearer understanding of that from the citizen engagement process and feedback from the consultant. Klimmek also informed Council that we will be looking for volunteers from both members of the BLEDA and Council to sit on the interview panel. Clay Wilfahrt reviewed his past experience with branding projects noting that the logo is a very small part of this type of project. At the end of it, the City will have a document that will outline the logo, show citizen and business feedback to help find out "what" is Big Lake, and then that style guide becomes how we present what our strengths are outward, so the logo will reflect that. Wilfahrt also stated that others are telling our story, and would we rather have them telling our story, or would we rather present a concise direct path of how we are going to tell our own story. Knier stated that if this type of project brings one business to town because we had a concerted effort for it, then it would more than pay for the expense. Klimmek noted that she feels we will all learn a lot from the process as well. Mayor Wallen reviewed the full support of the BLEDA for this project, noting that it is the last piece as we have reviewed areas that we may have been weak in, and this last piece will help tie together the efforts of the City and the BLEDA.

Council Member Johnson motioned to approve the Request for Proposal (RFP) for the Big Lake Community Brand and Identity Design Project be issued on January 10, 2020. Seconded by Council Member Zettervall, unanimous ayes, motion carried.

7. <u>BUSINESS</u>

7A. Station Street Apartments Development Application – PUD, Preliminary Plat, Rezone, and Preliminary Site and Building Plan

Sara Woolf presented the planner's report for the Station Street Apartments Development Application submitted by Kuepers, Inc. The Applicant is requesting approval for Preliminary Plat, Development Stage Planned Unit Development, and Preliminary Site Plan and Architectural approval. Woolf noted that the Planning Commission and City Council reviewed the Concept plan for the apartment complex in October 2019 and received positive feedback from the Boards. Since Concept Plan review, there have been minor changes to parking, phasing, and landscaping design. The application is for a market-rate apartment complex that would include three 35-unit apartment structures on 7.8 acres of vacant land for a total of 105 units. Three of the four lots of the proposed Plat will be developed as part of the overall project, and the fourth lot to be known as Outlot A will

remain with the original owner and will remain undeveloped at this time. The project is proposed to be constructed in three phases with one structure to be completed in each phase. The Applicant will be required to provide additional phasing plans to show the phasing of construction, parking, landscaping and amenities. Woolf explained that the parcel is currently zoned A-Agriculture and is located in the T.O.D. District that surrounds the Northstar Train Station. The application includes a rezone to Planned Unit Development in order to receive flexibility on the project which is presented during Final Plat consideration. Woolf reviewed planning and zoning conditions that are listed in the resolution along with an amendment to condition no. 7 under the Planning and Zoning section of the resolution to show compliance with the zoning and subdivision ordinance. This amendment will require that the project provide pedestrian scale street lights along Station Street and Forest Road. Staff is asking Council to add this amendment to the resolution.

Mayor Wallen discussed his professional experience with Kuepers, noting that they are a very reputable developer. Wallen clarified that the application is meeting all Strategic Plan requirements, and stressed the need for additional multi-family housing in Big Lake. Klimmek stated that vacancies in Big Lake are less than 1%, and noted that the Applicant has not asked for any kind of City subsidy.

Council Member Knier motioned to approve Resolution No. 2020-02 approving the Station Street Apartments Preliminary Plat, Site and Building Plan, and Development Stage Planned Unit Development with an amendment to condition no. 7 under the Planning and Zoning section of the resolution to show compliance with the zoning and subdivision ordinance. Seconded by Council Member Zettervall, unanimous ayes, motion carried.

7B. 2020 Official City Appointments

Clay Wilfahrt discussed the 2020 official City appointments resolution noting that a correction has been made to the City's designated newspaper and the Planning Commission Chair. Mayor Wallen discussed that he was provided an opportunity to review the previous year's appointments and felt that most Council Members were fairly new to their appointed boards and wanted to keep everyone in place for 2020 so he is not recommending any changes.

Council Member Zettervall motioned to approve Resolution 2020-03 Adopting the 2020 Official City Appointments. Seconded by Council Member Johnson, unanimous ayes, motion carried.

7C. Donations – Big Lake Police Canine Program

Joel Scharf reviewed donations received towards the Police Canine Program. Cash

donations totaling $2,000 were submitted by the Big Lake American Legion Post 147/Legion Auxiliary, and a police vehicle sales commission valued at $1,050 donated by Fanberg Auctions towards the canine program. Council thanked the American Legion, Legion Auxiliary and Fanberg Auctions for their generous donations.

Council Member Knier motioned to approve Resolution No. 2020-04 accepting donations as discussed towards the Big Lake Police Department Canine Program. Seconded by Council Member Zettervall, unanimous ayes, motion carried.

7D. Monthly Department Reports

Fire Department – Fire Captain Mark Hedstrom provided statistical information on calls for service for the month of December. Hedstrom also reviewed training activities, a live burn demonstration held in Monticello, upgrades to the department's SCBA equipment, reviewed community activities the department was involved in, discussed the upcoming Chili Cook-off fundraiser event scheduled on March 7, and encouraged citizens not to drive on area lakes yet and to clear snow from fire hydrants.

Police Department – Joel Scharf updated Council on police statistics, calls for service, and self-initiated policing activities for the month of December. Scharf reviewed year-end arrest stats, 2019 crime rates, and thanked anonymous donors for cash donations totaling $3,323, noting that benefactors were presented funds from these donations totaling $2,823 to date. Scharf also discussed the Federal Audit completed on items received through the Return to Duty Program noting the audit findings showed 100% compliance and recognized the department for implementation of items within the department. Scharf also reviewed the weekly police report listing in the Monticello Times, discussed staffing changes within the department, provided an update on the murder for hire case reported to the Big Lake Police Department in 2018 which has been turned over to the FBI and Homeland Security, and discussed the recent Big Lake arrest of a murder suspect in the Fresno California Mass shooting case. The Department extended thoughts and prayers to the Waseca Police Department and injured Police Officer Aric Matson, who was shot in the line of duty on January 7, 2020.

Engineering/Public Works Department – Layne Otteson provided an update on engineering projects underway in the City and activities in the various areas of the Public Works Department. Otteson reviewed efforts of the Public Works staff to provide snowplowing, salting/sanding, holiday decorations, ice rink flooding, and coordinating the reorganization of the department. Otteson also provided an update on the City ice rinks, the Sidewalk and Trail ADA Report, the upcoming 2020 Street and Utility Improvement Project, and reviewed meetings with Public Works staff to do an equipment and facilities review and determine needs.

8. ADMINISTRATOR'S REPORT

Clay Wilfahrt discussed goal setting for the year and suggested that with the 2020 elections coming up, it would be beneficial to hold off on a formal strategic planning session until early 2021. Wilfahrt noted that we will be doing a more abbreviated version of strategic planning in 2020 and plans to meet with City Council Members and various commissions to see what they would view as pertinent goals for 2020, and then will be bringing those over-arching goals to Staff to discuss ways to achieve those goals. Staff will summarize the findings and report back to Council. Wilfahrt also provided an update on a recent Staff engagement survey that was sent out to help understand Staff's feelings on their overall working environment. Wilfahrt noted that overall he has been very pleased with the results, which was substantially positive with just a few things that Staff would like the City to work on. Wilfahrt reminded Council of the January 16th Joint Meeting scheduled with Sherburne County, Big Lake Township, Orrock Township, and the Big Lake School District. Wilfahrt also thanked City Planner Michael Healy for his years of service to the Big Lake community.

9. MAYOR & COUNCIL REPORTS and QUESTIONS/COMMENTS

Council Member Hansen: Reviewed the December CMRRPP Meeting.

Council Member Knier: Discussed the December Finance Committee Meeting, and the December Big Lake Beyond the Yellow Ribbon Meeting.

Council Member Zettervall: Discussed the January Planning Commission Meeting.

10. OTHER

11. ADJOURN

Council Member Hansen motioned to adjourn at 7:21 p.m. Seconded by Council Member Knier, unanimous ayes, motion carried.

_____
Clerk

Date Approved By Council _____

AGENDA ITEM

Big Lake City Council

Prepared By: *Gina Wolbeck, City Clerk*	***Meeting Date:*** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6D**
Item Description: *January 16, 2020 Joint City/County/Twsp/School Meeting Minutes*		***Reviewed By:*** *Clay Wilfahrt, City Administrator*	
		Reviewed By: *N/A*	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the January 16, 2020 Joint City/County/Twsp/School Meeting Minutes as presented.

BACKGROUND/DISCUSSION

The January 16, 2020 Joint City/County/Twsp/School Meeting Minutes are attached for Council's review

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

Joint Meeting Minutes

JOINT MEETING OF THE CITY OF BIG LAKE, BIG LAKE TOWNSHIP, ORROCK TOWNSHIP, BIG LAKE SCHOOL DISTRICT, AND THE SHERBURNE COUNTY BOARD OF COMMISSIONERS

JANUARY 16, 2020

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Big Lake City Council Members present: Mayor Mike Wallen, Council Members Seth Hansen, Rose Johnson, and Paul Knier.

Big Lake Township Board Members present: Chair Bruce Aubol, Dean Brenteson, and Norm Leslie.

Orrock Township Board Members present: Supervisors Bryan Adams, Paul Ettinger, and Brenda Kimberly-Maas.

Big Lake School Board Members present: Chair Tonya Reasoner, Lenette Brown, Mark Hedstrom, Dan Nygaard, Tony Scales, and Amber Sixberry.

Sherburne County Commissioner present: Commissioner Raeanne Danielowski.

Staff present: City Administrator Clay Wilfahrt, City Clerk Gina Wolbeck, Finance Director Deb Wegeleben, Community Development Director Hanna Klimmek, City Engineer Layne Otteson, and Big Lake School District Superintendent Steve Westerberg. Sherburne County Administrator Bruce Messelt arrived at 6:09 p.m.

4. PROPOSED AGENDA

Council Member Knier motioned to adopt the proposed Agenda. Seconded by Superintendent Westerberg, unanimous ayes, Agenda adopted.

5. BUSINESS

5A. County Topics

Bruce Messelt discussed the completion of the government center/courthouse renovation, appointment of new Parks Director Gina Hugo, Assessor Michele Moen, and himself as County Administrator, reviewed the County's Levy, decreasing tax rate, ongoing discussions regarding the County Jail/ICE Contract, public utilities sector activities, and community/social efforts of the County. Messelt noted that there was 441 new home permits issued in 2019 stressing that the County continues to grow at a nice, level pace. Messelt discussed the County's Revolving Loan Fund which funded 7 loans totaling $412,600 since approved in 2016. Discussion was held on Broadband efforts of the County, the 2018 Rail Impact Study, Business Park employment estimates, recent development projects in the County, the Sherco transition, transportation and planning partnerships, the County's 5-year Strategic Plan, legal refugee resettlement discussions, T21 enforcement, the 2020 Census, elections/Real ID, and the cannabis debate. Messelt reviewed the County's top 2020 Legislative priorities which include securing State Bonding for the Becker Business Park infrastructure, securing funds to initiate the TH 169/CSAH 4 Interchange Project in Zimmerman, and seeking legislation for supervisory overrides for child Protection 24-hour response. Commissioner Danielowski discussed the Northstar Commuter Rail and the status of a possible extension to St. Cloud.

Council Member Knier questioned refugee resettlement and his understanding is that for the County to accept refugees, the County Board must affirmatively vote to continue the practice. Messelt discussed the Congressional Act that regulates legal refugee resettlement. Discussion was held that there is a requirement that the County weigh in and the County Board vote affirmatively to continue to allow refugee resettlement in Sherburne County. Messelt stressed that this discussion is on legal refugee resettlement, not illegal immigration. Messelt also noted that Sherburne County has less than 3 placements of this type per year. Council Member Johnson discussed that standards are set very high for persons being resettled under this policy.

5B. Big Lake Township Topics

Bruce Aubol discussed new home construction in the Township and reviewed the Township Levy noting that the largest expense in the Township budget is road

maintenance. Aubol reviewed that Township elections will now coincide with General Election dates beginning in 2020 but that the Township will continue to hold their annual Meeting in March each year. Aubol also reviewed the annual Recycling Day event held in May, and discussed recent improvements to the Big Lake Township Park fire pit area that were completed by Eagle Scout pledge Noah Hart. Aubol also discussed amenities at the Lion's Park that continue to be popular attractions.

5C. Orrock Township Topics

Bryan Adams discussed new home construction in Orrock Township, reviewed Levy information, recapped activities at the annual Recycling Day event held in May, and discussed road maintenance expenses which amount to 77% of the Townships Levy. Brenda Kimberly-Maas discussed finalization of easement issues on 233rd Avenue and 168th Street. Maas also discussed the hiring of a Deputy City Clerk that has been hired and will be running for the Clerk position in November.

5D. School Topics

Superintendent Westerberg discussed literature the district sends out to new residents, and noted communication issues the District has been facing since the West Sherburne Tribune ceased operation. The District has plans to re-establish mailing of a quarterly newsletter, discussed social media tools they use to send out academic and activity information, noted that they have completed a refresh of their school website, and have started holding quarterly Town Hall meetings. Westerberg also discussed various facility and parking lot upgrades, noted that District finances have significantly improved through increased enrollment, state aid increases, and increased programming. Westerberg discussed concerns with cross subsidy issues they are facing relating to special education costs, discussed the STEAM technology implementation, the District's effort to continue expanding advanced courses, continued growth of the Apprenticeship Program which offers work based learning opportunities, and expanding the use of technology in the classroom. Discussion was held on vaping issues that the schools have experienced. Dan Nygaard noted that Superintendent Westerberg has announced his plan for retirement at the end of the school year and thanked him for his years of service. Commissioner Danielowski expressed that enrollment is rebounding, and the positive effects of housing growth in the Big Lake area. Discussion was held on the need to attract more developers as the City's platted lot supply has been greatly reduced in the past few years.

5E. City of Big Lake Topics

Clay Wilfahrt reviewed the recent staffing reorganization, discussed activities of the CMRRPP partnership group which is currently completing a regional land use plan,

reviewed the Wastewater Treatment Facility expansion project that will add new filtration equipment and oxidation ditch improvements. The plant currently is operating at 120% capacity and the projected expansion costs are expected to be $3M. Wilfahrt also reviewed the completion of the 2019 Street Resurfacing Project, the upcoming 2020 Street and Utility Improvement Project, discussed area newspaper options, recent and upcoming commercial and residential development projects, reviewed the City's Levy and Tax Rate noting that Big Lake is becoming more competitive with our neighbors, and discussed the City of Big Lake's "Safest City" designation reached in 2019. Commissioner Danielowski asked if we are back to pre-recession market values, with Wilfahrt expressing that we are very close to pre-recession market values. Mayor Wallen stressed his appreciation for the collaboration of all entities, stating the benefits of continuing to meet in this format.

6. OTHER – No other.

7. ADJOURN

Supervisor Leslie motioned to adjourn the meeting at 7:31 p.m. Seconded by Commissioner Danielowski, unanimous ayes, motion carried.

Clerk

Date Approved by the Big Lake City Council

AGENDA ITEM

Big Lake City Council

Prepared By: *Corrie Scott, Recreation and Communication Coordinator*	***Meeting Date:*** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6E**
Item Description: *Vacant Parks Advisory Committee Seat*		***Reviewed By:*** *Clay Wilfahrt, City Administrator*	
		Reviewed By: *Hanna Klimmek, Community Development Director*	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council will be appointing Jason Brevig to the City of Big Lake Parks Advisory Committee.

BACKGROUND/DISCUSSION

At the December 9, 2019 Parks Advisory Committee Meeting the Big Lake Parks Advisory Committee made a recommendation to appoint Jason Brevig to fill the vacant Parks Advisory Committee seat.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

N/A

AGENDA ITEM
Big Lake City Council

Prepared By: *Hanna Klimmek, Community Development Director*	***Meeting Date:*** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6F**
Item Description: *Appointment to Planning Commission*		***Reviewed By:*** *Clay Wilfahrt, City Administrator*	
		Reviewed By: *N/A*	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the appointment of Ketti Green to the open Planning Commission seat to serve a new term from January 2020 through December 31, 2023.

BACKGROUND/DISCUSSION

At the December 4, 2019 Planning Commission meeting, the Commission authorized staff to: 1) post/publish a notice to fill the one (1) vacancy, which is to serve a new term of four years from January 2020 – December 31, 2023; 2) accept letters of interest; and 3) schedule candidate interview to be held during the January 6, 2020 Planning Commission meeting.

The deadline for submitting letters of interest was Friday, December 27, 2019. A total of three (3) submittals were received by the deadline from Ketti Green, Kameron Hanson, and Kendal Janousek.

At the January 6, 2020 Planning Commission meeting, the Planning Commission conducted interviews with the following individuals who submitted letters of interest for the one (1) open Planning Commission seat with a term ending on December 31, 2019: 1) Kameron Hanson; and 2) Ketti Green. Kendal Janousek did not attend the Planning Commission meeting so therefore, did not interview.

Following the two interviews, the Planning Commissioners motioned to recommend that the City Council appoint Ketti Green to the open seat on the Planning Commission.

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that Council consider and approve the appointment of Ketti Green to the open Planning Commission seat to serve a new term from January 2020 through December 31, 2023.

ATTACHMENTS

Three (3) Letters of Interest

December 18, 2019

Michael Healy
160 Lake St.
Big Lake, MN 55309

Dear Michael,

I would like to submit my letter of intent for City of Big Lake Planning Commissioner.

I have been on the Planning Commission for over 12 years and have served as Vice-Chair for the past few years.

Over the years I have had the opportunity to help make Big Lake a better community by carefully reviewing plans for new businesses, housing developments and the start of reviewing our ordinances to ensure we are currently in line with the vision of Big Lake.

As we have come out of a big Recession that stalled the growth of Big Lake, we are now seeing an uptick in future growth not only in businesses wanting to move to Big Lake or to expand their current footprint but families seeing the value of living here.

I will continue to bring my thoughts and vision to the Planning Commission.

Thank you for the opportunity to serve for the City of Big Lake.

Sincerely,

Ketti Green

Michael Healy

From: Kameron Hanson [redacted]
Sent: Wednesday, December 11, 2019 3:14 PM
To: Michael Healy
Subject: Big Lake Planning Commission Submission

Categories: Red Category

Dear Michael Healy

My name is Kameron Hanson, I am writing you this to show to you my interested in the position on the board of City Planning Commission. I have been looking for opportunities to servce in my community and make an impact. I currently live in the Norland Park Neighborhood and have found this city to be one that i am proud to be part of.

To give you more information about myself, I am a 28 Year old man, I am newly engaged to my Fiance Ali Bonham. I work for Verizon in Monticello where i have been for about 8 months now. I come from the Willmar area where is was always involved in my Church and Community growing up. I have served on many boards and Been in many leadership roles growing up, Even Earned my Eagle Scout honor as a young man.

I feel that this community is one of which has alot of potential to grow even further and become one of the higher reguarded Metro Suburbs. I feel with my past experiences of being part of the community and providing valued input that i would be a valued part of this Commission. I would love to be considered as a candidate for this position. I am ready to play a role in the growing community of Big Lake.

Sincerely

Kameron D Hanson

Kendal Janousek
5447 Highland Trail, Big Lake 55309[redacted]

December 27, 2019

Michael Healy
City Planner
City Hall
160 Lake Street North
Big Lake, MN 55309

Dear Mr. Healy,

As a sixteen-year resident, the vacancy of the Planning Commission seat sparked my interest in proceeding to serve the city of Big Lake, as I have an interest in government policy. I have seen noble changes in the community and would be proud and honored to serve on the board that is responsible for serving the citizens of Big Lake.

In the process of a Social Work BSW, I have young and new experience that could benefit the council and the community of Big Lake long term. I provide a person-center perspective with experience in working with individuals from the level of micro to macro work. I have experience in leadership through my various university activities as a secretary for the Phi Alpha National Honor Society, a Kansas State Union Ambassador and a Gerontology Ambassador.

Thank you for providing this opportunity, I cannot wait to hear back from you.

Best Wishes,

Kendal Janousek

AGENDA ITEM
Big Lake City Council

Prepared By: *Hanna Klimmek, Community Development Director*	***Meeting Date:*** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6G**
Item Description: *Planning Commission Officer Appointments for 2020*		***Reviewed By:*** *Clay Wilfahrt, City Administrator*	
		Reviewed By: *N/A*	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the following appointments to the 2020 Planning Commission Officer positions: Chair – Alan Heidemann; Vice-Chair – Ketti Green.

BACKGROUND/DISCUSSION

At their January 6, 2020 regular meeting, the Big Lake Planning Commission motioned to recommend that the City Council appoint the following Members to the 2020 Planning Commission Officer positions:

Chair – Alan Heidemann
Vice-Chair – Ketti Green

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that Council consider and approve the following appointments to the 2020 Planning Commission Officer positions: Chair – Alan Heidemann; Vice-Chair – Ketti Green.

ATTACHMENTS

N/A

AGENDA ITEM
Big Lake City Council

Prepared By: *Hanna Klimmek, Community Development Director*	**Meeting Date:** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6H**
Item Description: *BLEDA Commissioner Term Schedule Revision*		**Reviewed By:** *Clay Wilfahrt, City Administrator*	
		Reviewed By: *N/A*	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a revision to the BLEDA Commissioner Term Schedule.

BACKGROUND/DISCUSSION

At their regular meeting on January 13, 2020, the BLEDA motioned to provide a recommendation to the City Council asking that they approve a revision to the BLEDA Commissioner Term Schedule.

Throughout the many years of BLEDA Commissioners vacating seats through resignation, becoming ineligible due to sale of City property, terms ending, etc., somehow the term schedule has evolved into triggering four (4) term end-dates of 12/31/2020. Staff believes this situation has been created by turn over and re-assignment of administrative duties.

Revisions were assigned to Seats A, B, C, D, and E by the BLEDA after discussing the suggestions made by Staff. Staff suggestions were as follows:

- Seats A & B – Both seats were re-appointed for 6-year terms in 2015
    - Staff suggests that 1 seat term end on 12/31/2020 and the other on 12/31/2021
- Seat C – Seat was appointed to finish the term for Doug Hayes
    - Staff suggests this seat term could end on 12/31/2024
- Seat D – Seat was appointed to finish the term for Rose Johnson
    - Staff suggest this seat term could end on 12/31/2023
- Seat E – Seat was appointed to finish the term for Derek Vetsch but the BLEDA revised the term for a 4-year term during their 12/10/2018 meeting to create a term end-date of 12/31/2020
    - Staff suggests this seat term could end on 12/21/2022

The BLEDA came to a consensus and has formally recommended the following term expiration dates:

- Seat A – 12/31/2020
- Seat B – 12/31/2021
- Seat C – 12/31/2024
- Seat D – 12/31/2023
- Seat E – 12/31/2022

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that Council consider and approve a revision to the BLEDA Commissioner Term Schedule.

ATTACHMENTS

BLEDA Commissioner Status of Terms (Revised)

Big Lake Economic Development Authority (BLEDA)
Commissioner Status of Terms

(Appointment Term: 6 years)

Jim Dickinson	BLEDA Term Expires:	12/31/2020
SEAT A	Re-Appointed to BLEDA:	01/2015
	BLEDA Title:	Commissioner
Greg Green	BLEDA Term Expires:	12/31/2021
SEAT B	Re-Appointed to BLEDA:	01/2015
	BLEDA Title:	Commissioner
J. Brian Calva	BLEDA Term Expires:	12/31/2024
SEAT C	Appointed to BLEDA:	07/2019
	BLEDA Title:	Commissioner
Alan Heidemann	BLEDA Term Expires:	12/31/2023
SEAT D	Appointed to BLEDA:	01/2019
	BLEDA Title:	President
Ken Geroux	BLEDA Term Expires:	12/31/2022
SEAT E	Appointed to BLEDA:	10/2017
	Current BLEDA Title:	Vice-President
Rose Johnson	Re-Appointed to BLEDA:	01/2020
	Elected to Council:	01/2019
	City Council Term Expires:	12/31/2020
	BLEDA Title:	Treasurer / Council Liaison
Mike Wallen	Re-Appointed to BLEDA:	01/2020
	Re-Elected to Council:	01/2019
	City Council Term Expires:	12/31/2020
	BLEDA Title:	Council Liaison

Term schedule being considered by City Council on 01/22/2020 – All new appointments will be for six (6) year terms.

AGENDA ITEM
Big Lake City Council

Prepared By: *Hanna Klimmek, Comm. Dev. Dir.*	**Meeting Date:** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6I**
Item Description: *Big Lake Economic Development Authority – Enabling Resolution Revision Approval*		**Reviewed By:** *Clay Wilfahrt, City Administrator*	
		Reviewed By: *Soren Mattick, City Attorney*	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving a RESOLUTION approving amendments to the Big Lake Economic Development Authority's Enabling Resolution (Bylaws).

BACKGROUND/DISCUSSION

Big Lake EDA Commissioner/City Council Member, Rose Johnson, and Staff have been working on a revision to the Big Lake Economic Development Authority (BLEDA) Enabling Resolution (Bylaws). Significant revisions are based on the recent changes that have been made while streamlining the sale process of the Big Lake Industrial Park Phase II. Phase II of the Big Lake Industrial Park land was formally conveyed to the City and Township from the BLEDA via a Public Hearing on August 12, 2019.

In the present time and into the future, all Big Lake Industrial Park business will be conducted via special meetings with the Joint Powers Board (City Council and Township Board). At this time, the need for two Township seats on the BLEDA is being questioned and eliminating all language within the BLEDA Bylaws pertaining to representation by Township Supervisors is recommended. It is important to be mindful that all BLEDA meetings are open to the public, meeting packets can certainly be sent to the Township Supervisors who request them, and Hanna Klimmek, Community Development Director, is more than willing to provide an annual update or semi-annual update to the Township Board if they feel it is appropriate.

Other than eliminating Township representation on the BLEDA, revisions included cleaning up the narrative to achieve consistency throughout the Bylaws, and clean-up of narrative to achieve compliance with State Statute.

During their meeting on September 8, 2019, the BLEDA provided a formal recommendation for the Joint Powers Board and City Council to approve the revisions as presented.

The Joint Powers Board met on January 8, 2020 to discuss the revision and the Board asked that the revisions move forward to the City Council for formal approval as written.

FINANCIAL IMPACT

N/A

ATTACHMENTS

Red-lined Version of the Enabling Resolution (Bylaws)
Resolution amending the BLEDA Enabling Resolution (Bylaws)

Big Lake Economic Development Authority
Enabling Resolution

I. GRANT OF POWERS

A. The Big Lake City Council ("City Council") does hereby establish the Big Lake Economic Development Authority ("BLEDA").

B. Subject to the limitation and conditions set forth in Section II, the BLEDA~~Authority~~ is granted all powers contained in Minnesota Statute Chapter 469 et. seg.

C. ~~Exercise the powers granted under the Joint Powers Agreement, dated February 11, 1997.~~

II. LIMIT OF POWERS

The following limits are hereby imposed upon the actions of the BLEDA~~Big Lake Economic Development Authority~~:

A. RESOLUTION

1. The sale of all bonds or obligations shall be issued and approved by the City Council.

2. The actions of the BLEDA~~Authority~~ must be consistent with the adopted City of Big Lake Comprehensive Plan.~~comprehensive plan of the City~~.

B. MODIFICATION OF RESOLUTION

1. The resolution may be modified at any time in accordance with Minnesota Statute 469.093.

C. REPORT ON RESOLUTION

1. Without limiting the right of the BLEDA~~Authority~~ to petition the City Council at any time each year, within sixty (60) days of the anniversary date, the BLEDA~~Authority~~ shall submit a report stating whether and how the enabling resolution should be modified, if at all.

III. COMMISSIONERS

A. APPOINTMENT

1. The BLEDA shall consist of seven (7) Commissioners who are all voting members of the BLEDA. ~~members appointed by the Mayor with the approval of the City Council~~. Five (5) Commissioners are recommended to be appointed to the BLEDA by the BLEDA Commission with final approval made by the City Council. -Two (2) Commissioners shall be members of the City Council, appointed by the Mayor and approved by the City Council.

2. Any~~The~~ BLEDA Commissioner~~s~~ shall be a resident of the community living within the city limits of the City of Big Lake, or a managing agent ~~an owner/operator~~ of a business located within the city limits of the City of Big Lake.

3. ~~The Big Lake EDA shall consist of two (2) members appointed by the Township Board exclusively to deal with items of business related to the industrial development under authority of the Joint Powers Agreement. The representatives of the Town Board shall be ex-official at all times, except when discussing matters of the above industrial development, at which time they become full voting members.~~

4. The BLEDA shall recommend appointment of the ~~three (3)~~ five (5) non City Council Commissioners to Seats A, B, ~~and~~ C, D, and E per the term schedule. The two (2) Commissioners, who are also members of the City Council, are appointed by the Mayor annually. ~~annually~~. ~~The two (2) remaining non City Council Commissioners shall hold seats D and E and become ex-officials during the time that Town Representatives have voting rights.~~

   ~~In the event that a Commissioner holding Seat A, B, C, or a City Council Member position is absent from a BLEDA meeting, the ex-official Commissioner shall be a voting member for that meeting. At no time shall there be more than seven (7) voting members on the BLEDA.~~

B. TERMS

1. ~~Those initially appointed shall be appointed for terms of one, two, three, four and five years respectively, with two (2) members appointed for terms of six years.~~

2. A BLEDA~~Thereafter, all~~ Commissioner~~s~~ shall be appointed for a six year term~~s~~.

3. The two (2) Council Members appointed to the BLEDA~~Board~~ will be appointed, annually, by the Mayor and approved by the City Council. ~~for terms which coincide with their existing term on the City Council~~.

4. ~~The appointees of the Township shall serve a term to coincide with their term on the Town Board. If the appointee is not a Town Board member, they shall serve a term of six (6) years.~~

C. VACANCIES

1. A vacancy is created~~–~~ when a Commissioner's term ends, when a Commissioner formally resigns, or when a Commissioner is removed from the BLEDA by the City Council.~~in the membership when a City Council member of the BLEDA ends Council membership.~~

2. A vacancy ~~for this or another reason~~ must be filled ~~for the balance of the unexpired term,~~ in the manner in which the initial appointment was made.

3. When filling a vacancy for an unexpired term, the term of the appointment must be filled for the balance of the unexpired term.

3. ~~The City Council shall set the term of the Commissioner who is a member of the City Council to coincide with their term of office as a member of the City Council.~~

D. DECREASE IN COMMISSION MEMBERS

1. The BLEDA~~Authority~~ may be decreased from seven (7) to five (5) or three (3) members by a resolution adopted by the City Council.

2. ~~A decrease in BLEDA size per City Council authority shall not affect the size of the Town representation.~~

E. REMOVAL FROM COMMISSION

1. **Removal for Cause.** A Commissioner may be removed by the City Council for inefficiency, neglect of duty, absenteeism, or misconduct in office. A Commissioner shall be removed only after a hearing. A copy of the charges must be given to the Commissioner at least ten (10) days before the hearing. The Commissioner must be given an opportunity to be heard in person or by counsel at the hearing. When written charges have been submitted against a Commissioner, the City Council may temporarily suspend the Commissioner.

-If the City Council finds the~~that those~~ charges have not been substantiated, the Commissioner shall be immediately reinstated. If a Commissioner is removed, a record of the proceedings, together with the charges and findings, shall be filed in the office of the City Clerk. In accordance with Minnesota Statutes 469.095, subd 5.

2. ~~The City Council of the City of Big Lake ordains that a Commissioners removal shall be automatically triggered by missing three (3) consecutively unexcused meetings, four (4) out of six (6) meetings or the majority of meetings in one year.~~

3. ~~A Commissioner appointed by the Town Board may be removed by a majority vote of the Town Board.~~

IV. OFFICERS, ORGANIZATIONAL MATTERS

A. BYLAWS, RULES, SEAL

1. The BLEDA may adopt bylaws and rules of procedure.

2. The BLEDA shall adopt the seal of the City of Big Lake as its official seal.

B. OFFICERS

1. Annually, t~~T~~he BLEDA shall~~—~~elect~~elect~~ a president, vice president, secretary~~secretary~~, treasurer~~,~~ and assistant treasurer.~~ and assistant treasurer~~.

2. ~~The BLEDA shall elect the president, secretary and treasurer annually.~~

3. A Commissioner may not serve as president and vice president at the same time. The other offices may be held by the same Commissioner. The offices of secretary and assistant treasurer need not be held by a Commissioner.

4. ~~The other offices may be held by the same Commissioners.~~

5. ~~Due to the limited nature of the Town representatives on the BLEDA, they may not serve as officers within the organization.~~

C. MEETINGS

1. ~~Regularly~~ S~~s~~cheduled meetings of the BLEDA shall be held in the conference room or City Council Chambers of Big Lake City Hall, 160 Lake Street North, Big Lake, Minnesota 55309.

2. ~~Regularly~~ S~~s~~cheduled meetings shall be held at 6:00 p.m. on the second Monday of each month.

V. EMPLOYEES, SERVICES, SUPPLIES

A. EMPLOYEES

1. The BLEDA may employ an executive director, a chief engineer, other technical experts and agents, and other employees it may require.

2. The ~~Board of Commissioners of the~~ BLEDA shall determine their duties, qualifications, and compensation.

B. CONTRACT FOR SERVICES

1. The BLEDA may contract for the services of professionals needed to perform its duties and exercise its powers.

C. LEGAL SERVICES

1. The BLEDA may use the services of the City Attorney.

D. SUPPLIES AND PURCHASING

1. The BLEDA may purchase any ~~of the~~ supplies and materials it needs to carry out its functions.

2. The BLEDA may use the facilities of the City's purchasing department in connection with construction work or to purchase equipment, supplies, or materials.

E. CITY FACILITIES

1. The City may furnish offices, structures and space, stenographic, clerical, engineering, or other assistance to the BLEDA.

VI. CONFLICT OF INTEREST

1. Except as authorized in Section 471.88, a C~~c~~ommissioner, officer or employee of the BLEDA must not acquire any financial interest, direct or indirect, in any project or in any property included or planned to be included

in any project, nor shall the person have any financial interest, direct or indirect, in any contract or proposed contract for materials or service to be furnished or used in connection with any project.

VII. OBLIGATIONS

A. BUDGET TO THE CITY

1. Annually, t~~T~~he BLEDA shall send its budget to the City Council ~~annually~~ at a time specified by the City Administrator.

2. The budget must include a detailed written estimate of the amount of money that the BLEDA~~authority~~ expects to need from the City to do ~~Authority~~ business during the next fiscal year.

B. FISCAL YEAR

1. The fiscal year of the BLEDA shall be the same as the fiscal year of the City.

C. REPORTING

1. The BLEDA shall hold an annual policy meeting and at that time give a detailed account of the BLEDA's activities during the preceding calendar year, together with additional matters and recommendations it deems advisable for the economic development of the City.

2. The BLEDA~~'s Board of Commissioners~~ shall approve its monthly financial reports and list of claims~~ of the Authority~~.

D. AUDIT

1. The financial statement of the BLEDA must be prepared, audited, filed, and published or posted in the manner required for the financial statement of the City.

2. The City Auditor shall audit the financial statements of the BLEDA at the same time they audit the financial statements of the City.

VIII. ECONOMIC DEVELOPMENT DISTRICT; SCHEDULE OF POWERS

A. ESTABLISHMENT

1. The BLEDA may create and define the boundaries of Economic

Development Districts.

2. The BLEDA may use the powers granted to carry out its purpose.

3. ~~The area outlined in the Joint Powers Agreement shall be declared an Economic Development District.~~

B. ACQUIRE PROPERTY

1. The BLEDA may acquire by lease, purchase, gift, devise, or condemnation proceedings, the needed right, title, and interest in the property to create Economic Development Districts.

2. Property acquired shall be leased, owned, controlled, used, or occupied by the BLEDA for public governmental and municipal purposes and is exempt from taxation by the state or by its political subdivisions.

3. The exemption only applies while the BLEDA holds the property for its own purposes.

4. The property of the former Big Lake Development Corporation shall transfer to the BLEDA. This property shall be considered tax exempt if held for the purposes of the- BLEDA.

C. OPTIONS

1. The BLEDA may sign options to purchase, sell, or lease property.

D. CONTRACTS

1. The BLEDA may make contracts for the purpose of economic development within the powers given it.

E. LIMITED PARTNER

1. The BLEDA may be a limited partner in a partnership whose purpose is consistent with the its~~Authority's~~ purpose.

F. RIGHTS, EASEMENTS

1. The BLEDA may acquire rights or an easement for a term of years or perpetually for development of an Economic Development District.

G. SUPPLIES, MATERIALS

1. The BLEDA may purchase the supplies and material it needs.

H. RECEIVE PUBLIC PROPERTY

1. The BLEDA may accept land, money or other assistance, whether by gift, loan, or otherwise, in any form, from the federal or state government, or any agency of either, or a local subdivision of state government.

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I. PUBLIC FACILITIES

1. The BLEDA may operate and maintain a public parking facility or other public facilities to promote development in an Economic Development District.

IX. LEVY TAXES

A. CITY TAX LEVY

1. The City of Big Lake shall set a levy each year for the purpose of the BLEDA, separate from the City's general fund.

CITY OF BIG LAKE
MINNESOTA

A general meeting of the Big Lake City Council, Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. at Big Lake City Hall, Big Lake, Minnesota, on Wednesday, January 22, 2020. The following City Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member and seconded by Council Member .

CITY OF BIG LAKE
RESOLUTION NO. 2020-XX

A RESOLUTION AMENDING THE BIG LAKE ECONOMIC DEVELOPMENT AUTHORITY ENABLING RESOLUTION INTO BYLAWS

WHEREAS, the City of Big Lake desires to continue operations of the Big Lake Economic Development Authority (BLEDA) that was created by Big Lake City Council Resolution #90-04 on April 2, 1990, and amended at various times since its inception with the most recent amendment approved on January 11, 2012; and

WHEREAS, the City of Big Lake desires to replace the most recent Enabling Resolution language to remove the requirement for two Big Lake Township Supervisors to serve on the BLEDA due to all Big Lake Industrial Park East action now being considered by the City of Big Lake/Big Lake Township Joint Powers Board, to clean-up the narrative to achieve consistency throughout the Bylaws, and to achieve compliance with MN State Statute.

NOW THEREFORE, BE IT RESOLVED by the Big Lake City Council that the Big Lake Economic Development Authority Enabling Resolution language hereby be replaced with the Big Lake Economic Development Authority Bylaws format attached hereto as “Exhibit A”.

BE IT FURTHER RESOLVED that all future amendments of the Big Lake Economic Development Authority Bylaws be approved by an amendment to Enabling Resolution No. 2020-XX.

Adopted by the Big Lake City Council this 22nd day of January, 2020.

_____
Mayor Mike Wallen

Attest:

_____
Gina Wolbeck, City Clerk

The following Council Members voted in favor:
The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Drafted By:
City of Big Lake
160 Lake Street North
Big Lake, MN 55309

STATE OF MINNESOTA)
SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ___ day of January 2020, by Mike Wallen and Gina Wolbeck, the Mayor and City Clerk respectively of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

EXHIBIT A
BIG LAKE ECONOMIC DEVELOPMENT AUTHORITY BYLAWS
Approved by Enabling Resolution No. 2020-XX

Big Lake Economic Development Authority Bylaws

I. GRANT OF POWERS

A. The Big Lake City Council ("City Council") does hereby establish the Big Lake Economic Development Authority ("BLEDA").

B. Subject to the limitation and conditions set forth in Section II, the BLEDA is granted all powers contained in Minnesota Statute Chapter 469 et. seg.

II. LIMIT OF POWERS - The following limits are hereby imposed upon the actions of the BLEDA:

A. RESOLUTION

1. The sale of all bonds or obligations shall be issued and approved by the City Council.

2. The actions of the BLEDA must be consistent with the adopted City of Big Lake Comprehensive Plan.

B. MODIFICATION OF RESOLUTION - The resolution may be modified at any time in accordance with Minnesota Statute 469.093.

C. REPORT ON RESOLUTION - Without limiting the right of the BLEDA to petition the City Council at any time each year, within sixty (60) days of the anniversary date, the BLEDA shall submit a report stating whether and how the enabling resolution should be modified, if at all.

III. COMMISSIONERS

A. APPOINTMENT

1. The BLEDA shall consist of seven (7) Commissioners who are all voting members of the BLEDA. Five (5) Commissioners are recommended to be appointed to the BLEDA by the BLEDA Commission with final approval made by the City Council. Two (2) Commissioners shall be members of the City Council, appointed by the Mayor, and approved by the City Council.

2. Any BLEDA Commissioner shall be a resident of the community living within the city limits of the City of Big Lake, or a managing agent of a business located within the city limits of the City of Big Lake.

3. The BLEDA shall recommend appointment of the five (5) non City Council Commissioners to Seats A, B, C, D, and E per the term schedule. The two (2) Commissioners, who are also members of the City Council, are appointed by the Mayor annually.

B. TERMS

1. A BLEDA Commissioner shall be appointed for a six year term.

2. The two (2) Council Members appointed to the BLEDA will be appointed, annually, by the Mayor and approved by the City Council.

C. VACANCIES

1. A vacancy is created when a Commissioner's term ends, when a Commissioner formally resigns, or when a Commissioner is removed from the BLEDA by the City Council.

2. A vacancy must be filled in the manner in which the initial appointment was made.

3. When filling a vacancy for an unexpired term, the term of the appointment must be filled for the balance of the unexpired term.

D. DECREASE IN COMMISSION MEMBERS - The BLEDA may be decreased from seven (7) to five (5) or three (3) members by a resolution adopted by the City Council.

E. REMOVAL FROM COMMISSION

1. Removal for Cause - A Commissioner may be removed by the City Council for inefficiency, neglect of duty, absenteeism, or misconduct in office. A Commissioner shall be removed only after a hearing. A copy of the charges must be given to the Commissioner at least ten (10) days before the hearing. The Commissioner must be given an opportunity to be heard in person or by counsel at the hearing. When written charges have been submitted against a Commissioner, the City Council may temporarily suspend the Commissioner. If the City Council finds the charges have not been substantiated, the Commissioner shall be immediately reinstated. If a Commissioner is removed, a record of the proceedings, together with the charges and findings, shall be filed in the office of the City Clerk. This Section is in accordance with Minnesota Statutes 469.095, subd 5.

IV. OFFICERS, ORGANIZATIONAL MATTERS

A. BYLAWS, RULES, SEAL

1. The BLEDA may adopt bylaws and rules of procedure.

2. The BLEDA shall adopt the seal of the City of Big Lake as its official seal.

B. OFFICERS

1. Annually, the BLEDA shall elect a president, vice president, secretary, treasurer, and assistant treasurer.

2. A Commissioner may not serve as president and vice president at the same time. The other offices may be held by the same Commissioner. The offices of secretary and assistant treasurer need not be held by a Commissioner.

C. MEETINGS

1. Scheduled meetings of the BLEDA shall be held in the conference room or City Council Chambers of Big Lake City Hall, 160 Lake Street North, Big Lake, Minnesota 55309.

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A. CITY TAX LEVY - The City of Big Lake shall set a levy each year for the purpose of the BLEDA, separate from the City's general fund.

AGENDA ITEM
Big Lake City Council

Prepared By: *Michael Healy, City Planner*	***Meeting Date:*** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6J**
Item Description: *Final Plat for Norland Park Sixth Addition*		***Reviewed By:*** *Sara Woolf, Planning Consultant*	
		Reviewed By: *Clay Wilfahrt, City Administrator*	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the following items:

1.) **Draft Development Agreement for the Norland Park Sixth Addition and authorizing the City Attorney to finalize the Agreement prior to signature**
2.) **A Resolution approving the Final Plat PUD and Final Plat of Norland Park Sixth Addition and setting forth conditions to be met prior to release of the Final Plat.**

BACKGROUND/DISCUSSION

BACKGROUND

Sherburne Land Company, LLC. has submitted an application for Final Plan PUD and final plat approval of Norland Park Sixth Addition. The subject site is the fifth phase of a six-phase development known as "Norland Park Future Additions." Norland Park Future Additions is located on approximately 40 acres of land that is located to the immediate west of Norland Park First Addition. The subject site is zoned R-1, Single Family Residential with a Planned Unit Development (PUD) Overlay. Per the development agreement for Norland Park 2nd Addition, the Preliminary Plat for Norland Park Future Additions is valid for 10 years. The Applicant has until March 23, 2026 to final plat all of the approved lots into buildable lots.

PUD Standards. The PUD standards that apply to the project are identified as follows:

Standard	Approved Plat
Minimum Lot Width (Interior Lot)	75'
Min. Lot Width (Corner Lot)	100' *90' lot width approved for the following lots: Phase 4- Lot 1, Block 1 Phase 5- Lot 6, Block 2 & Lot 1, Block 3
Minimum Lot Area (Interior Lot)	10,000 sq. ft.
Minimum Lot Area (Corner Lot)	12,000 sq. ft.
Front Yard Setback	30'
Side Yard Setback	10' home/5' garage
Rear Yard Setback	30'
Minimum Roof Pitch	6:12
Minimum Footprint Area	• Total finished square footage of at least 1,040 square feet for a one story.

	• Total finished square footage of at least 800 square feet for a two story. • Total finished square footage for a modified two-story of at least 1,500.
Minimum Garage Size:	Minimum 638 square feet with a minimum depth of 22'
Exterior Materials:	Three stall garages. Upgraded shingles, partial brick, stone or stucco front elevations. Stone address markers
Block Length	Allowed to exceed 1,500 feet

The PUD approval granted the following flexibility (based upon preliminary plat maps dated 1/20/2016) for the project:

A. Approximately 45% of the proposed lots are smaller than the 12,000 square foot requirement.
B. The smallest lot is 10,002 square feet and the largest lot is 19,055 square feet.
C. The average lot size is 12,433 square feet.
D. Setback flexibility is granted to allow 5' foot (as opposed to 10' foot) garage side yard setbacks. House side yard setback is 10 feet.
E. Flexibility is granted to allow three of the proposed 12 corner lots to be less than the R-1 corner lot area/width standard.
F. Setback flexibility is granted to allow for lot width to be decreased to 75 feet (as opposed to 85 feet) for some lots within the project site.
G. Flexibility is granted to allow for a block length in excess of 1,500 feet.

Consistency with Preliminary Plat. The preliminary plat for "Norland Park Future Additions" calls for there to ultimately be 96 single-family lots which will be platted in six phases. Norland Park Sixth Addition is the fifth phase. The proposed final plat, which plats 17 of the previously approved lots, is consistent with the approved preliminary plat.

Park Dedication. Adjusted park dedication fees will be paid at the time of final platting. That fee is $965.98 per lot after factoring in credits from park space that was dedicated at the time of Norland Park 1st Addition.

Trunk Charges. Trunk charges will be paid at the time of final platting. Per the agreement that was reached during the approval of Norland Park 2nd Addition, trunk charges will be as follows:

- Trunk Water- $300 per unit
- Trunk Sanitary Sewer- $825 per unit
- Trunk Storm Sewer- $500 per unit

Grading, Drainage, Utilities and Easements. All final grading, transportation, drainage and utility issues, including easements, are subject to review and approval of the City Engineer.

Roads. This development utilizes existing roads that were installed at the time of Norland Park 1st addition. It gets its access to County Road 81 via Norland Park 1st Addition. The current developer, Sherburne Land Company LLC, took over the project after the original developer lost the land during the recession. The original developer had installed the roads and utilities but had not completed the final wear course. Sherburne Land Company has been allowed to phase-in the completion of the second wear course following an improvement schedule that

was laid out in the development agreement for Norland Park 2nd Addition. At this point, all of the streets have received their second wear course except for Esther Parkway and Scooter Street.
Per the development agreement for Norland Park 2nd Addition, the Developer is required to complete the final wear course for ALL remaining streets in the development prior to the issuance of any building permits for lots within Sixth Addition and Seventh Addition (seventh addition is the final phase).

Sidewalks. The Norland Park 2nd Addition development agreement included a phasing plan for the neighborhood's sidewalk system. The agreement stated that the Developer would install sidewalk along lots that were being final platted prior to the release of building permits. The Developer will need to install sidewalks along the part of Esther Parkway that are included in Norland Park 6th Addition as well as on Scooter Street. The sidewalk on Scooter Street will terminate at the plat boundary.

Landscaping. Two trees will be planted in the front yard of each lot. The Developer or lot purchaser shall ensure that no less than 2" inches of topsoil (black dirt with no more than thirty-five percent (35%) sand) shall be placed and cover the entire lot for each residence, weather permitting. Ornamental grass (sod with some seeding allowed in back yard, per the Big Lake Zoning Code) must be in place within two (2) months of the issuance of Certificate of Occupancy for each residence, weather permitting.

Development Agreement. The applicant is required to enter into a developer's agreement with the City. The City Attorney has prepared a draft development agreement for review by the City Council. The final plat mylars will not be released for recording until such a time as the development agreement is executed. The Applicant will post all securities required by the development contract.

Engineering Comments. Planning consultant Jared Voge has prepared a "City Engineer's Letter" which is included as an attachment. In addition to Voge's seven (7) comments, City Engineer Layne Otteson has directed that an eighth engineering comment be added stating that "The second wear course and sidewalk shall not be installed until air temperature and ground conditions are adequate, subject to approval of the City Engineer. The second wear course and sidewalk shall not be installed earlier than May 1, 2020 unless permission is granted by the City Engineer."

City Planner Michael Healy reached out to the Applicant via email on 12/30/19 to inquire whether Otteson's additional condition was acceptable since it could potentially delay the issuance of building permits until early summer. It was unclear to Healy whether this would be problematic as there are still numerous vacant lots in Norland Park 5th addition so the Applicant still has a sizeable inventory of potential home sites. Healy offered that it would likely be possible to create some type of policy within the development agreement for Norland Park 6th Addition that would allow for a limited number of building permits to be issued prior to the roads being completed. This would likely require, however, that the Applicant post some type of additional security to guarantee that the roadwork would be completed. Denny Nelson of Sherburne Land Company LLC sent Healy an email on 12/30/19 stating that they do not need to start building in the 6th Addition prior to the summer and they are fine with agreeing not to do any asphalt until after May 1st. Healy informed the Applicant that this understanding would be reflected in the development agreement.

FINANCIAL IMPACT

The City will collect fees for the 17 new buildable lots that are being created.

STAFF RECOMMENDATION

The recommendation from staff is to approve the Final Plan PUD and Final Plat for Norland Park Sixth Addition subject to the following conditions:

Parks:

1. Park dedication fees in accordance with the approved development agreement, shall be paid.

Utility Charges

2. Sanitary sewer trunk charges, water trunk charges, and storm sewer charges in accordance with the approved development agreement, shall be paid.

Streets:

3. Street name signs shall be located on opposite sides of the intersection as stop signs.

4. All sidewalk joints shall be saw cut.

Engineering Conditions:

5. The applicant shall install bituminous wear course on Esther Parkway from Gordon Lane to 204th Avenue.

6. The applicant shall install bituminous wear course on Scooter Street from Esther Parkway to the South line of the NE ¼ of the NE ¼ of Section 23, Township 33, Range 28.

7. The applicant shall construct concrete sidewalk within the proposed plat boundaries.

8. The applicant shall complete all outstanding punch list items as identified in Exhibit "B" of the Norland Park Second Addition Amended and Restated Development Contract.

9. The applicant shall install all appropriate erosion control BMPs prior to construction.

10. The applicant, after coordinating with the City Engineer, shall schedule a pre-construction meeting for the purpose of reviewing the proposed public improvement construction prior to construction.

11. All construction shall be in accordance with the City of Big Lake Standards.

12. The bituminous wear course and sidewalk shall not be installed until air temperature and ground conditions are adequate, subject to the approval of the City Engineer. The bituminous wear course and sidewalk shall not be installed earlier than May 1, 2020 unless permission is granted by the City Engineer.

Miscellaneous:

13. The developer is responsible to provide a map of the non-buildable areas of the project to each prospective lot purchaser including areas within easements or wetlands/stormwater pond areas. Said documentation shall identify parks, sidewalks, trails, public open space, and any other applicable improvements. A copy of the map detailing said information shall be filed with each application for building permit and shall be signed by the homeowner.

14. A plan indicating the proposed construction materials, location and appearance of mailboxes shall be provided subject to the approval of the Public Works Director and meeting City Code requirements.

15. The Applicant shall enter into a development contract with the City and post all required securities, subject to review and approval of the City Attorney.

16. The final plat and related documents must be recorded with Sherburne County within 90 days of approval or the final plat will become null and void. The final plat of the Norland Park Fourth Addition and supporting documents shall be filed with Sherburne County by April 22, 2020.

17. The developer shall be responsible to furnish the City with three prints and a mylar transparency of the final plat. No building permits shall be issued until the final plat has been recorded.

18. All fees shall be paid.

19. Any other conditions of the City Council, staff or agencies responsible for review of the final plat.

ATTACHMENTS

1. City Engineer's Letter
2. Draft Resolution (contains site location map, final plat, preliminary plat)
3. Draft Development Agreement

Attachment 1
CITY ENGINEER'S LETTER

BOLTON & MENK
Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

January 8, 2020

Michael Healy, City Planner
160 Lake Street North
Big Lake, MN 55309

RE: Norland Park 6th Addition
City of Big Lake, Minnesota
Project No.: W18.120307

Dear Michael,

We have reviewed the Final Plat submitted for the above referenced project and have the following comments:

1. The applicant shall install bituminous wear course on Esther Parkway from Gordon Lane to 204th Avenue.
2. The applicant shall install bituminous wear course on Scooter Street from Esther Parkway to the South line of the NE ¼ of the NE ¼ of Section 23, Township 33, Range 28.
3. The applicant shall construct concrete sidewalk within the proposed plat boundaries.
4. The applicant shall complete all outstanding punch list items as identified in Exhibit "B" of the Norland Park Second Addition Amended and Restated Development Contract.
5. The applicant shall install all appropriate erosion control BMPs prior to construction.
6. The applicant, after coordinating with the City Engineer, shall schedule a pre-construction meeting for the purpose of reviewing the proposed public improvement construction prior to construction.
7. All construction shall be in accordance with the City of Big Lake Standards.

We recommend approval of the Final Plat contingent on the above-referenced comments and other comments submitted by city staff and council.

If you have any questions on the above, please call.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
Principal Engineer

H:\BGLK\W18120307\1_Corres\C_To Others\2020-1-8 120307 Healy Norland Park 6th Addition Final Plat Review.docx

Bolton & Menk is an equal opportunity employer.

(reserved for recording information)

DEVELOPMENT CONTRACT
(Developer Installed Improvements)

NORLAND PARK SIXTH ADDITION

THIS DEVELOPMENT CONTRACT ("Development Contract" or "Contract") dated _____, 2020, is by and between the **CITY OF BIG LAKE**, a Minnesota municipal corporation ("City"), and **SHERBURNE LAND COMPANY, LLC**, a Minnesota limited liability company (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for ***NORLAND PARK SIXTH ADDITION*** (referred to in this Contract as the "Plat") consisting of 17 single-family residential lots.

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the Plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the Plat with the County Recorder or Registrar of Titles within 90 days after the City Council approves the Plat.

3. RIGHT TO PROCEED. Within the Plat or land to be platted, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have

been satisfied: 1) this Development Contract has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the Plat has been recorded with the Sherburne County Recorder's Office, and 4) the City's Administrator has issued a letter that all conditions have been satisfied and that the Developer shall proceed. Provided items 1 and 2 have been satisfied, the City Engineer may issue the Developer a letter authorizing the Developer to Grade the site (including reasonable tree removal) after preliminary plat approval and pending final plat approval.

4. PHASED DEVELOPMENT. The Plat is a phase of a multi-phased preliminary plat and the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until the City approves development contracts for such phases. Except as otherwise noted herein, charges and fees referred to in this Contract are not being imposed on outlots, if any, in the Plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into developable lots and blocks.

5. PRELIMINARY PLAT STATUS. The Plat is a phase of a multi-phased preliminary plat, and the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within ten (10) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For ten (10) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved preliminary plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by

state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract with respect to property which did not receive final plat approval prior to any such amendments.

7. DEVELOPMENT PLANS. The Plat shall be developed in accordance with the following plans. The plans shall not be attached to this Contract. With the exception of Plans A, B, and C, the plans may be prepared, subject to City approval, after entering the Contract, but before commencement of any work in the Plat. The erosion control plan may also be approved by the Sherburne County Soil and Water Conservation District. If the plans vary from the written terms of this Contract, the written terms shall control.

The plans are:

Plan A - Preliminary Plat, 01/20/16, Bogart, Pederson & Associates, Inc.

Plan B - Final Plat, Norland Park Sixth Addition, Bogart, Pederson & Associates, Inc.

Plan C - Norland Park Phase II Grading, Drainage and Erosion Control Plan, 10/29/04 John Oliver & Associates

8. IMPROVEMENTS. The Developer shall install and pay for the following as required to be built within the subdivision as public improvements in accordance with the approved Plans:

A. Site Grading, Ponding, and Erosion Control

B. Landscaping

C. Setting of Iron Monuments, including Monuments described in the Wetland Overlay District

D. Surveying and Staking

E. Sidewalks and Trails

F. Traffic Control Signs

G. Street Lights

H. Underground Utilities

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utilities and street construction; and any other ordinances including Section 1026.10 of the City Code concerning erosion and drainage and Section 1026.05 prohibiting grading, construction activity, and the use of power equipment between the hours of 7 o'clock p.m. and 7 o'clock a.m. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer which approval shall be provided on the condition that such submittals comply with the Plans and this Development Contract. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work as the City may reasonably determine. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or Developer's engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City Council chambers with all parties concerned, including the City staff, to review the program for the construction work. Within thirty (30) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans, an electronic file of the "as constructed" plans in an auto CAD file based upon the Sherburne County coordinate system, all prepared in accordance with City standards. Developer will install sidewalks and trails prior to the release of building permits.

9. IRON MONUMENTS. In accordance with Minnesota Statutes 505.021 and Big Lake City Code Section 1066.07 (Wetland Overlay District), the final placement of iron monuments

for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed.

10. PERMITS. The Developer shall obtain, or require its contractors and subcontractors to obtain, all necessary permits, including but not limited to the following to the extent required:

- City of Big Lake for Building Permits

11. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

12. TIME OF PERFORMANCE. The Developer shall install all required public improvements in accordance with Section 26 of this agreement. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

13. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Plat to perform all work and inspections deemed appropriate by the City in conjunction with Plat development.

14. EROSION CONTROL. Prior to initiating site grading, the Preliminary Grading, Drainage and Erosion Control Plan, Plan C, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if

reasonably required. All areas disturbed by the excavation and backfilling operations shall be sodded – or seeded if explicitly permitted by City Code – within five (5) days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) days unless authorized and approved by the City Engineer. Except as otherwise provided in the erosion control plan, sodding and seeding shall be in accordance with the City Code's current specifications. All sodded and seeded areas shall be fertilized and watered. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the Plat is in full compliance with the approved erosion control plan.

15. GRADING PLAN. The Plat shall be graded in accordance with the approved grading development and erosion control plan, Plan C. The plan shall conform to City of Big Lake specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches for public drainage have been constructed on public easements or land owned by the City. Notwithstanding the foregoing, the City may issue building permits to the Developer, prior to completion of all grading, provided the City Engineer has determined that adequate erosion control measures are in place. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if

any, ditches, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations, and house pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

16. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns. Prior to any construction in the Plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

17. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract, the improvements lying within public easements shall become City property without further notice or action. Upon completion of the public improvements, the City shall inspect the public improvements and notify Developer if any of the improvements do not conform to the requirements of this Contract. Upon compliance with this Contract with respect to public improvements, the City shall give formal notice of acceptance to Developer and thereafter Developer shall have no responsibility with respect to the maintenance of the public improvements, except during any warranty periods expressly set forth herein.

The Developer shall, at its expense, prepare any streets located in the subdivision for snowplowing and other maintenance that the Developer wishes the City to undertake prior to formal acceptance by the City of such streets. This preparation shall include, without limitations, ramping any manholes as necessary to avoid damage to snowplows or other vehicles used in street maintenance. Should damage occur to City snowplows or other vehicles during the course of snowplowing or other maintenance procedures prior to formal acceptance of the street by the City,

the Developer shall pay all such damages and shall indemnify and hold the City harmless for all such damage, cost, or expense incurred by the City with regard thereto.

18. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. The Developer shall pay a fee for engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and his engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be at standard hourly rates. Developer will provide a $5,000.00 escrow, which is separate and in addition to any other escrow funds for this developer/development. The Developer shall pay for construction observation performed by the City's consulting engineer. Construction observation shall include part or full time inspection of proposed public utilities and will be billed on standard hourly rates. The Developer will provide the City with $5,000.00 escrow to pay for all engineering, legal and planning fees associated with the review of this application. City will reimburse Developer any and all money that was not spent reviewing this application.

19. SANITARY SEWER TRUNK CHARGE. The development is subject to a charge for Sanitary Sewer Trunk expenses in the amount of **$14,025.00** payable at the time of final plat approval. The fee is calculated as follows:

$825.00/unit x 17 units = $14,025.00

20. WATER TRUNK CHARGE. The development is subject to a charge for Water Trunk expenses in the amount of $**5,100.00** payable at the time of final plat approval. The fee is calculated as follows:

$300.00/unit x 17 units = $5,100.00

21. STORM SEWER CHARGE. The development is subject to a charge for Storm Sewer expenses in the amount of **$8,500.00** payable at the time of final plat approval. The fee is calculated as follows:

$500.00/unit x 17 units = $8,500.00

22. PARK DEDICATION. The Developer will pay at the time of final plat approval, the amount of **$16,421.66** in satisfaction of the City's park dedication requirements calculated as follows: 17 units x $965.98 per unit = $16,421.66.

23. TRAFFIC CONTROL SIGNS, STREET LIGHT AND STREET MAINTENANCE COSTS. The Developer shall pay to the City at the time of the execution of this Development Contract $**150.00** in payment of the first year operating costs for streetlights, and **$250.00** in payment of the first year for plowing, sanding and street sweeping.

24. LANDSCAPING. The Developer or lot purchaser shall plant sufficient trees so that there are at least two (2) trees on every lot in the Plat subject to the provisions of the City Code Section 1027. The Developer shall insure that no less than two inches (2") of topsoil (black dirt with no more than thirty-five percent (35%) sand) shall be placed and cover the entire lot for each residence, weather permitting. The Developer shall insure ornamental grass (sod) – or seed if explicitly permitted by City Code – is in place within two (2) months of the issuance of Certificate of Occupancy for each residence. Prior to the issuance of a Building Permit, the Builder shall provide an escrow of two thousand dollars ($2,000.00) per lot to the City to be held in escrow to guarantee compliance with the landscaping requirements. If the final grading and landscaping is not timely completed, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City. All trees

shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting.

25. TREE PRESERVATION. Individual lot preservation plans shall not be required.

26. SPECIAL PROVISIONS. The following special provisions shall apply to Plat development:

A. Implementation of the recommendations listed in Planning Report dated January 22, 2020 and Resolution # 2020-XX, of ____[insert date]___.

B. The Developer must obtain a sign permit from the City Building Official prior to installation of any subdivision identification signs for the development. The City sign ordinance allows temporary subdivision identification signs on corner lots provided the signs meet area, height, and setback requirements, and provided the developer submits a $1,000.00 per sign security guaranteeing sign removal when the subdivision is fully developed.

C. Prior to City Council approval of the final plat, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation of the unplatted property in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a $**1,700.00** security for the final placement of interior subdivision iron monuments at property corners and the placement of all wetland monuments pursuant to Big Lake City Code Section 1066. The security was calculated as follows: 17 lots at $100.00 per lot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

D. The Developer shall pay the cost for the preparation of record construction drawings and City base map upgrading by the City Engineer as part of the Administrative/Engineering Fee at an estimated cost of $36.50 per lot.

E. Before the City signs the final plat, the Developer shall post a street light security of **$1,901.00**.

F. Best management practices including, but not limited to, silt fence shall be installed prior to construction.

G. Street access points will remain barricaded to all streets other than those developed pursuant to this Agreement.

H. The Developer and its contractors shall coordinate all work in the right of way with the City Engineer including advance notice of work and inspection during installations. Work not inspected by City during installation is subject to removal and reinstallation by the Developer at its expense.

I. All construction shall be in accordance with City of Big Lake Standards.

J. The Developer is required to submit the final plat in electronic format. The electronic format shall be Auto CAD file. The Developer shall also submit one complete set of reproducible construction plans on Mylar.

K. The Developer shall not lay concrete or asphalt until May 1, 2020 unless permission is granted by the City Engineer.

L. The Developer shall install bituminous wear course on Esther Parkway from Gordon Lane to 204th Avenue.

M. The Developer shall install bituminous wear course on Scooter Street from Esther Parkway to the South line of the NE ¼ of the NE ¼ of Section 23, Township 33, Range 28.

N. The Developer is responsible to provide a map of the non-buildable areas of the Project to each prospective lot purchaser including areas within easements or wetlands/stormwater pond areas. Said documentation shall identify parks, sidewalks, trails, public open space, and any other applicable improvements. A Copy of the map detailing said information shall be filed with each application for building permit and shall be signed by the homeowner.

O. The Developer shall provide a plan indicating the proposed construction materials, location, and appearance of mailboxes subject to the approval of the Public Works Director.

P. The Developer shall complete all outstanding punch list items as identified in Exhibit "B" of the Norland Park Second Addition Amended and Restated Development Contract.

27. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Development Contract, payment of real estate taxes, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a letter of credit, in the form attached hereto, from a bank ("security") for **$127,626.25** The amount of the security includes all of the security requirements set forth in the preceding sections of this Contract, and was calculated as follows:

CONSTRUCTION COSTS:		
Erosion Control	$	6,500
Sidewalk	$	35,000
Streets	$	57,000
CONSTRUCTION SUB-TOTAL	**$**	**98,500**
OTHER COSTS:		
Street Lights	$	1,901
Lot Corners/Iron Monuments	$	1,700.00
OTHER COSTS SUB-TOTAL	**$**	**3,601**
TOTAL SECURITIES:	**$**	**102,101**
GRAND TOTAL SECURITIES (125%)	**$**	**127,626.25**

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. Individual security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the security, upon five (5) business days prior written notice to Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. Amounts drawn shall not exceed the amounts necessary to cure the default. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City standard specifications for utilities and street construction outline procedures for security reductions.

28. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City at the time of final plat approval and execution of this Contract by the City:

Engineering, City Administration	$ 5,000.00
Legal Expenses (Section 18) escrow	$ 5,000.00
One-Year Street Maintenance	$ 250.00
Street Light Operating Fee	$ 150.00
Sanitary Sewer Trunk Charge	$ 14,025.00
Water Trunk Charge	$ 5,100.00
Storm Sewer Trunk Charge	$ 8,000.00
Park Dedication	$ 16,421.66
Map Upgrade Fee	$ 584.00
TOTAL CASH REQUIREMENTS	**$ 54,530.66**

The City is implementing a pass through billing process. The $10,000 escrow will be held and all bills will be forwarded for immediate payment. If payments are not made in a timely fashion, the project will stop until payments are made. If said fees are less than estimated, the City shall reimburse the Developer within thirty (30) days of receipt of final invoices.

29. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is one year. The warranty period for underground utilities is two years and shall commence following completion and acceptance by City Council. The one year warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council as documented in official City minutes. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

30. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the Plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the Plat.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred

resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Contract, including engineering and attorneys' fees.

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is an obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire Plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt Plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

F. In addition to the charges and special assessments referred to herein, other charges as required by City ordinance may be imposed such as but not limited to sewer access charges ("SAC"), City water access charges and building permit fees.

31. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Contract 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, assess the cost in whole or in part.

32. MISCELLANEOUS.

A. The Developer represents to the City that the Plat complies with all city, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow construction or development work in the Plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City or Developer under this Contract.

C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

E. Approval of an administrative permit in compliance with Section 1028 of the City’s Zoning Ordinance is required prior to the construction of any model homes.

F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with at least one lift of bituminous surface and the utilities are accepted by the City Engineer in writing.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

H. This Contract shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, commercial general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work 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 $500,000 for one person and $1,500,000 for each occurrence; limits for property damage shall be not less than $200,000 for each occurrence; or a combination single limit policy of $1,500,000 or more. The City shall be named as an additional insured on the policy, and the Developer 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 (10) days advance written notice of the cancellation of the insurance.

J. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power

and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

K. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire Plat, or any part of it.

L. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls the development plans, or special conditions referred to in this Contract required to be constructed shall be constructed before any Certificate of Occupancy is issued for a lot on which a retaining wall is required to be built.

M. Developer shall be responsible for all snow removal from sidewalks on vacant lots to the extent that City Ordinance requires snow removal from sidewalks on constructed homes. Developer shall be responsible for ensuring that all vacant lots comply with the City's Code regarding nuisances.

33. SUCCESSORS AND ASSIGNS. This Development Contract shall be binding upon and inure to the benefit of the parties and their respected successors and assigns, including without limitation, any and all future and present owners, tenants, occupants, licensee, mortgagee and any other parties with any interest in the Property. Should the Developer convey any lot or lots in the Plat to a third party, the City and the owner of that lot or those lots may amend this Development Contract as applied to that lot or those lots without the approval or consent of Developer or the other lot owners within the Plat. Private agreements between the owners of lots

within the Plat for shared service or access and related matters necessary for the efficient use of the Property shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner.

34. COUNTERPARTS. This Development Contract may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

35. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: Sherburne Land Company, LLC, Attention Dennis Nelson, Manager, 17207 198th Street, Big Lake, Minnesota 55309. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Big Lake City Hall, 160 Lake Street North, Big Lake, Minnesota 55309.

[Remainder of page intentionally left blank.]
[Signature pages to follow.]

CITY OF BIG LAKE

BY: _____
Mike Wallen, Mayor

(SEAL)

BY: _____
Clay Wilfahrt, City Administrator

STATE OF MINNESOTA)
(ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by **Mike Wallen** and by **Clay Wilfahrt**, the Mayor and City Administrator of the **City of Big Lake**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

[*Remainder of page intentionally left blank.*
Signatures on next page.]

SHERBURNE LAND COMPANY, LLC

By: _____
Dennis Nelson, Its Manager

STATE OF MINNESOTA)
(ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by **Dennis Nelson**, the Manager of **Sherburne Land Company, LLC**, a Minnesota limited liability company, on behalf of the limited liability company, Developer.

_____
Notary Public

DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
ABS

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as

NORLAND PARK SIXTH ADDITION

OUTLOT D AND OUTLOT E, NORLAND PARK SECOND ADDITION and OUTLOT A, NORLAND PARK THIRD ADDITION, according to the recorded plats thereof, Sherburne County, Minnesota.

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Big Lake

Dear Sir or Madam:

We hereby issue, for the account of ___Sherburne Land Company, LLC___ and in your favor, our Irrevocable Letter of Credit in the amount of $_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of___(Name of Bank)____";

b) Be accompanied by an affidavit signed by the Mayor or City Administrator of the City of Big Lake certifying that ___Sherburne Land Company, LLC___ is in default of the Development Contract with the City of Big Lake and that five (5) business days prior written notice has been given by the City to the Developer with respect to the existence of such default, and such default has not been cured.

c) Be presented for payment at ___(Address of Bank)___, on or before 4:00 p.m. on November 30, 2___.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Big Lake City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Big Lake City Administrator, Big Lake City Hall, 160 Lake Street, Big Lake, MN 55309, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

.

BY: _____

Its _____

CERTIFICATE OF INSURANCE

LIABILITY & WORKERS' COMPENSATION

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

PROJECT: _____

CERTIFICATE HOLDER & ADDITIONAL INSURED: City of Big Lake
ADDRESS:

ARCH/ENGR:_____

INSURED:_____ ADDRESS:_____

_____

AGENT:_____ ADDRESS:_____

_____

WORKERS' COMPENSATION COVERAGE

POLICY #_____ EFFECTIVE DATE____/____/____ EXPIRATION DATE____/____/____

INSURANCE COMPANY:_____

COVERAGE-Workers' Compensation, Statutory. Employers' Liability Limit

$_____Each Accident $_____Disease Policy Limit $_____ Disease Employee Limit
($500,000 Policy limit applies to both accident and disease)

GENERAL LIABILITY

POLICY #_____EFFECTIVE DATE____/____/____ EXPIRATION DATE____/____/____

INSURANCE COMPANY:_____

( )Claims Made ( )Occurrence ( )Owner's & Contractors Protective ( ) Other

LIMITS:

General Aggregate Limit (Other Than Products-Completed Operations) $ _____

Products-Completed Operations Aggregate Limit $ _____

Personal & Advertising Injury Limit $ _____

Each Occurrence $ _____

COVERAGE PROVIDED

Operations of Contractor:	Yes____	No____	Government Immunity is Waived	Yes____	No____
Operations of Sub-Contractor (Contingent):	Yes____	No____	Property Damage Liability Includes		
Does Personal Injury Include			Damage Due to Blasting	Yes____	No____
Claims Related to Employment:	Yes____	No____	Damage Due to Collapse	Yes____	No____
Completed Operations/Products:	Yes____	No____	Damage To Underground Facilities	Yes____	No____
Contractual Liability (Broad Form):	Yes____	No____	Broad Form Property Damage	Yes____	No____

EXCEPTIONS:

AUTOMOBILE LIABILITY

POLICY #_____ EFFECTIVE DATE: ___/___/___ EXPIRATION DATE: ___/___/___

INSURANCE COMPANY: _____

( )Any Auto ( )All Owned Autos ( )Scheduled Autos
( )Hired Autos ( )Non-Owned Autos

LIMITS:
Bodily Injury $_____ Each Person / $_____ Each Occurrence OR Combined Single Limit $_____
Property Damage $_____ Each Occurrence

UMBRELLA EXCESS LIABILITY

POLICY #_____ EFFECTIVE DATE:____/____/____ EXPIRATION DATE:____/____/____

INSURANCE COMPANY_____

LIMITS: Single Limit Bodily Injury and Property Damage

$_____Each Occurrence $_____Aggregate

COVERAGE PROVIDED:
Applies in excess of the coverages listed above for Employers' Liability, General Liability, and Automobile Liability:

Yes_____ No_____

Are any deductibles applicable to bodily injury or property damage on any of the above coverages?

Yes_____No_____ If So, List Amount $_____

AGENT CARRIES ERRORS AND OMISSIONS INSURANCE: Yes_____No_____

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' notice to the parties to whom this certificate is issued.

Dated at: _____ On: _____ By: _____

MN License #_____
Authorized Insurance Representative

CITY OF BIG LAKE
MINNESOTA

A general meeting of the City Council of the City of Big Lake, Minnesota was called to order by Mayor Mike Wallen at 6:00 p.m. in the Council Chambers of City Hall, Big Lake, Minnesota, on Wednesday, January 22, 2020. The following Council Members were present: Seth Hansen, Rose Johnson, Paul Knier, Mike Wallen, and Scott Zettervall. A motion to adopt the following resolution was made by Council Member _____ and seconded by Council Member _____.

CITY OF BIG LAKE
RESOLUTION NO. 2020-XX

RESOLUTION APPROVING THE FINAL PLAT PUD AND FINAL PLAT OF NORLAND PARK SIXTH ADDITION AND SETTING FORTH CONDITIONS TO BE MET PRIOR TO RELEASE OF THE FINAL PLAT

WHEREAS, the Development Stage PUD and preliminary plat of Norland Park Future Additions, (consisting of 96 single family lots) was approved by the City Council on March 23, 2016; and

WHEREAS, Sherburne Land Company, LLC, submitted a Final Plan PUD/final plat for Norland Park Sixth Addition, which will result in 17 single-family lots to be platted in phase five with the remaining 18 lots to be platted in future phase six; and

WHEREAS, The City Council finds that the Final Plan PUD/final plat of Norland Park Sixth Addition is in substantial compliance with the approved Development Stage PUD and preliminary plat; and

WHEREAS, the City Council of Big Lake makes the following Findings of Fact and decision:

a. A site location map showing the project location within the City is attached as Exhibit A.

b. The legal description of the subject property is: OUTLOT D and OUTLOT A, NORLAND PARK SECOND ADDITION and OUTLOT A, NORLAND PARK THIRD ADDITION, according to the recorded plats thereof, Sherburne County, Minnesota.

c. The final plat is attached as Exhibit B.

d. The preliminary plat is attached as Exhibit C

e. The Planning Report, dated January 22, 2020, is incorporated herein.

f. The proposed actions have been considered in relation to the specific policies and provisions of and have been found to be consistent with the Comprehensive Plan.

g. The proposed development will be compatible with present and future land uses of the area.

h. The proposed use conforms to applicable Zoning Ordinance and Subdivision Ordinance standards.

i. The proposed use will not tend to or actually depreciate the area in which it is proposed.

j. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

k. The following PUD flexibility is granted for the project (based upon preliminary plat maps dated 1/20/16):

    1. Approximately 45% of the proposed lots are smaller than the 12,000 square foot requirement.
    2. The smallest lot is 10,002 square feet and the largest lot is 19,055 square feet.
    3. The average lot size is 12,443 square feet.
    4. Setback flexibility is granted to allow 5' foot (as opposed to 10' foot) garage side yard setbacks. House side yard setback is 10 feet.
    5. Flexibility is granted to allow three of the proposed twelve corner lots to be less than the R-1 corner lot area/width standard.
    6. Setback flexibility is granted to allow for lot width to be decreased to 75 feet (as opposed to 85 feet) for some lots within the project site.
    7. Flexibility is granted to allow for a block length in excess of 1,500 feet.

l. The following zoning standards shall apply to lots within the Final Plan PUD/final plat:

Standard	Approved Plat
Minimum Lot Width (Interior Lot)	75’
Min. Lot Width (Corner Lot)	100’ *90’ lot width approved for the following lots: Phase 4- Lot 1, Block 1 Phase 5- Lot 6, Block 2 & Lot 1, Block 3
Minimum Lot Area (Interior Lot)	10,000 sq. ft.
Minimum Lot Area (Corner Lot)	12,000 sq. ft.
CSAH 81 Setback	45 ft.
Front Yard Setback	30’
Side Yard Setback	10’ home/5’ garage
Rear Yard Setback	30’
Minimum Roof Pitch	6:12
Minimum Footprint Area	Total finished square footages ranging from 1,056 to 1,588 square feet.
Minimum Garage Size:	Three-stall garage required Minimum 638 square feet Minimum 22’ deep
Exterior Materials:	Three stall garages. Upgraded shingles, partial brick, stone or stucco front elevations. Stone address markers

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Big Lake, Minnesota that it hereby approves the Final Plan PUD and final plat of Norland Park Sixth Addition subject to the following conditions:

Parks:

1. Park dedication fees in accordance with the approved development agreement, shall be paid.

Utility Charges

2. Sanitary sewer trunk charges, water trunk charges, and storm sewer charges in accordance with the approved development agreement, shall be paid.

Streets:

3. Street name signs shall be located on opposite sides of the intersection as stop signs.

4. All sidewalk joints shall be saw cut.

Engineering Conditions:

5. The applicant shall install bituminous wear course on Esther Parkway from Gordon Lane to 204th Avenue.

6. The applicant shall install bituminous wear course on Scooter Street from Esther Parkway to the South line of the NE ¼ of the NE ¼ of Section 23, Township 33, Range 28.

7. The applicant shall construct concrete sidewalk within the proposed plat boundaries.

8. The applicant shall complete all outstanding punch list items as identified in Exhibit "B" of the Norland Park Second Addition Amended and Restated Development Contract.

9. The applicant shall install all appropriate erosion control BMPs prior to construction.

10. The applicant, after coordinating with the City Engineer, shall schedule a pre-construction meeting for the purpose of reviewing the proposed public improvement construction prior to construction.

11. All construction shall be in accordance with the City of Big Lake Standards.

12. The bituminous wear course and sidewalk shall not be installed until air temperature and ground conditions are adequate, subject to the approval of the City Engineer. The bituminous wear course and sidewalk shall not be installed earlier than May 1, 2020 unless permission is granted by the City Engineer.

Miscellaneous:

13. The developer is responsible to provide a map of the non-buildable areas of the project to each prospective lot purchaser including areas within easements or wetlands/stormwater pond areas. Said documentation shall identify parks, sidewalks, trails, public open space, and any other applicable improvements. A copy of the map detailing said information shall be filed with each application for building permit and shall be signed by the homeowner.

14. A plan indicating the proposed construction materials, location and appearance of mailboxes shall be provided subject to the approval of the Public Works Director and meeting City Code requirements.

15. The Applicant shall enter into a development contract with the City and post all required securities, subject to review and approval of the City Attorney.

16. The final plat and related documents must be recorded with Sherburne County within 90 days of approval or the final plat will become null and void. The final plat of the Norland Park Fourth Addition and supporting documents shall be filed with Sherburne County by April 22, 2020.

17. The developer shall be responsible to furnish the City with three prints and a mylar transparency of the final plat. No building permits shall be issued until the final plat has been recorded.

18. All fees shall be paid.

19. Any other conditions of the City Council, staff or agencies responsible for review of the final plat.

Adopted by the Big Lake City Council on the 22nd day of January, 2020.

_____
Mayor Mike Wallen

Attest:

_____
Gina Wolbeck, City Clerk

The following Council Members voted in favor:
The following Council Members voted against or abstained:

Whereupon the motion was duly passed and executed.

Attachments:
Exhibit A – Site Location Map
Exhibit B – Final Plat (1 sheet)
Exhibit C – Preliminary Plat (1 sheet)

Drafted By:
City of Big Lake
160 Lake Street North
Big Lake, MN 55309

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of January, 2020, by the Mayor and City Clerk of the City of Big Lake, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

EXHIBIT A

NORLAND PARK SIXTH ADDITION– SITE LOCATION MAP

0 1,053 Feet

BOLTON & MENK

Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of BigLake is not responsible for any inaccuracies herein contained.

© Bolton & Menk, Inc - Web GIS 1/9/2020 9:11 AM

CITY OF Big Lake

Norland Park Sixth Addition
Site Location Map

EXHIBIT B

NORLAND PARK SIXTH ADDITION – FINAL PLAT (1 Sheet)

NORLAND PARK SIXTH ADDITION

CITY OF BIG LAKE
SHERBURNE COUNTY, MN

KNOW ALL PERSONS BY THESE PRESENTS: That Sherburne Land Company, LLC, a Minnesota Limited Liability Company, owner and proprietor, of the following described property situated in the County of Sherburne, State of Minnesota, to wit:

OUTLOT D AND OUTLOT K, NORLAND PARK SECOND ADDITION and OUTLOT A, NORLAND PARK THIRD ADDITION, according to the recorded plats thereof, Sherburne County, Minnesota.

Has caused the same to be surveyed and platted as NORLAND PARK SIXTH ADDITION and does hereby dedicate to the public for public use forever the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Sherburne Land Company, LLC, has caused these presents to be signed by its proper officer this ____ day of _____, 20 ___ SHERBURNE LAND COMPANY, LLC
Dennis Nelson, Manager

STATE OF MINNESOTA,
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Dennis Nelson, Manager of Sherburne Land Company, LLC, a Minnesota Limited Liability Company, on behalf of the company.

_____ Notary Public, _____ County, Minnesota
(Signature)

_____ My Commission Expires _____
(Printed Name)

I hereby certify that this plat was prepared by me or under my direct supervision; that I am 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 the plat; that monuments depicted on the plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes 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.

_____
Rick M. Blom, Land Surveyor
Minnesota License No. 21728

STATE OF MINNESOTA
COUNTY OF _____

The foregoing surveyor's certificate was acknowledged before me this _____ day of _____, 20_____, by Rick M. Blom, Land Surveyor, Minnesota License Number 21728.

_____ Notary Public, _____ County, Minnesota
(Signature)

_____ My Commission Expires _____
(Printed Name)

Approved and accepted by the City Council of the City of Big Lake, Sherburne County, Minnesota at a regular meeting held this _____ day of _____, 20_____

_____ Mayor _____ City Clerk

I hereby certify that proper evidence of title has been presented to and examined by me, and I hereby approve this plat as to form and execution this _____ day of _____, 20_____.

_____
Big Lake City Attorney

Pursuant to Sherburne County Ordinance Number 006, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505, Minnesota Statutes this day of _____ 20_____.

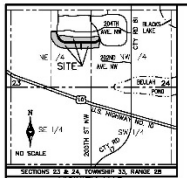
_____
Sherburne County Surveyor

I hereby certify taxes payable in the year _____ on lands herein described are paid in full, and there are no delinquent taxes, and that transfer was entered this day of _____ 20_____.

_____
Sherburne County Auditor/Treasurer

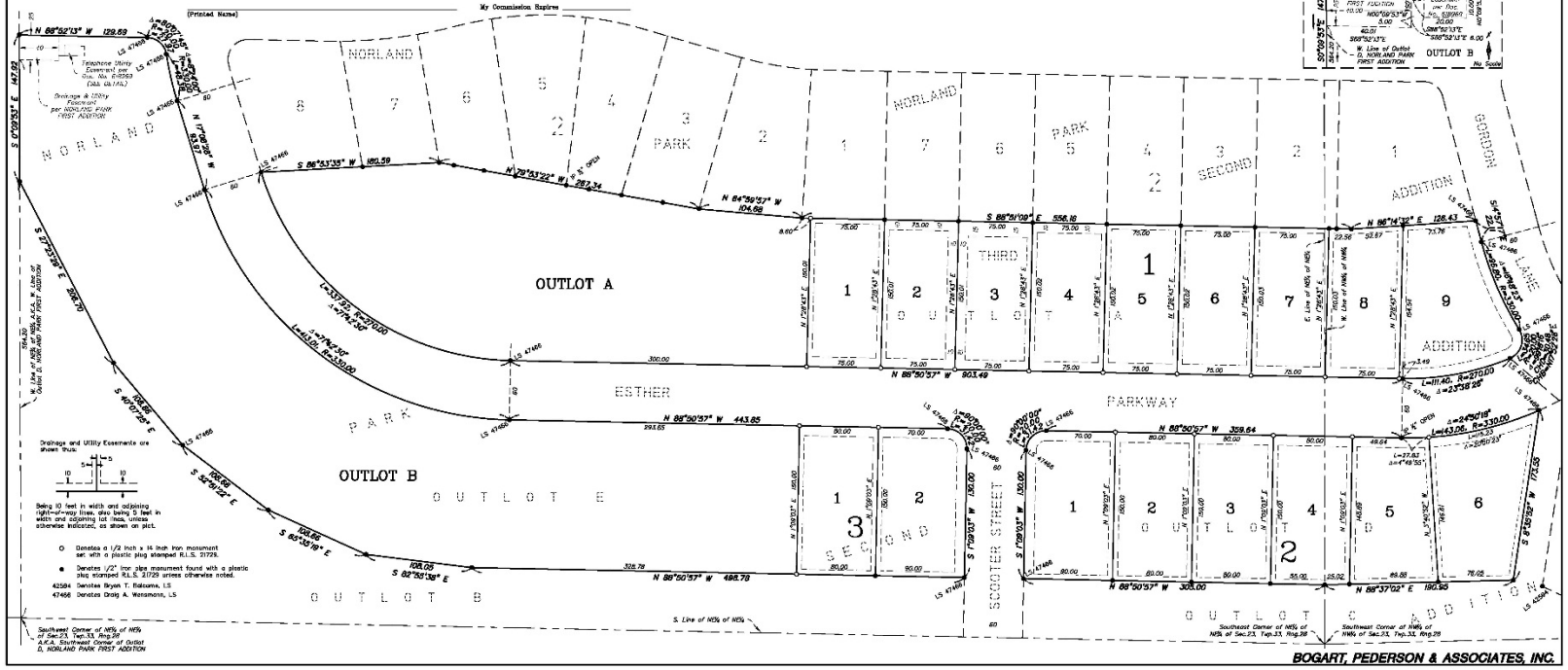
I hereby certify that this instrument was filed in the Office of the County Recorder for record on this _____ day of _____, 20_____ at _____ o'clock __M. and was duly recorded as Document No. _____.

_____
Sherburne County Recorder



SCALE: 1 inch = 50 feet

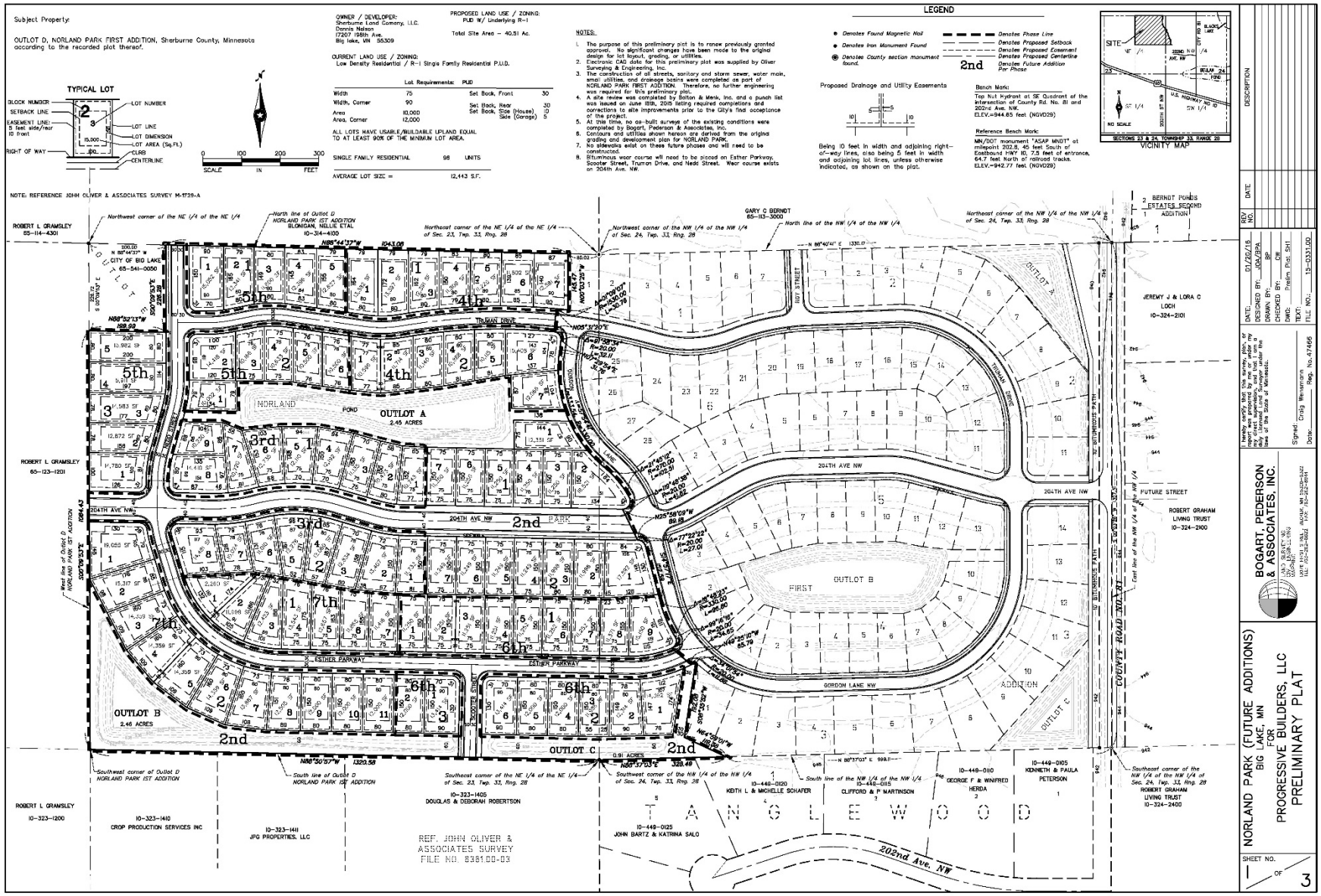
For the purposes of this plat, the bearings are based on the plat of NORLAND PARK SECOND ADDITION.



BOGART, PEDERSON & ASSOCIATES, INC.

EXHIBIT C

NORLAND PARK FUTURE ADDITIONS – PRELIMINARY PLAT (1 Sheet)


Subject Property:
OUTLOT D, NORLAND PARK FIRST ADDITION, Sherburne County, Minnesota according to the recorded plat thereof.
OWNER / DEVELOPER:
Sherburne Land Company, LLC.
Dennis Nelson
17207 198th Ave.
Big Lake, MN 55309
PROPOSED LAND USE / ZONING:
PUD W/ Underlying R-1
Total Site Area – 40.51 Ac.
CURRENT LAND USE / ZONING:
Low Density Residential / R-1 Single Family Residential P.U.D.
Lot Requirements: PUD
Width 75
Width, Corner 90
Area 10,000
Area, Corner 12,000
Set Back, Front 30
Set Back, Rear 30
Set Back, Side (House) 10
Side (Garage) 5
ALL LOTS HAVE USABLE/BUILDABLE UPLAND EQUAL TO AT LEAST 90% OF THE MINIMUM LOT AREA.
SINGLE FAMILY RESIDENTIAL 98 UNITS
AVERAGE LOT SIZE = 12,443 S.F.
NOTES:
1. The purpose of this preliminary plat is to renew previously granted approval. No significant changes have been made to the original design for lot layout, grading, or utilities.
2. Electronic CAD data for this preliminary plat was supplied by Oliver Surveying & Engineering, Inc.
3. The construction of all streets, sanitary and storm sewer, water main, small utilities, and drainage basins were completed as part of NORLAND PARK FIRST ADDITION. Therefore, no further engineering was required for this preliminary plat.
4. A site review was completed by Bolton & Menk, Inc. and a punch list was issued on June 18th, 2015 listing required completions and corrections to site improvements prior to the City's final acceptance of the project.
5. At this time, no as-built surveys of the existing conditions were completed by Bogart, Pederson & Associates, Inc.
6. Contours and utilities shown hereon are derived from the original grading and development plan for NORLAND PARK.
7. No sidewalks exist on these future phases and will need to be constructed.
8. Bituminous wear course will need to be placed on Esther Parkway, Scooter Street, Truman Drive, and Nedd Street. Wear course exists on 204th Ave. NW.
LEGEND
Denotes Found Magnetic Nail
Denotes Iron Monument Found
Denotes County section monument found.
Denotes Phase Line
Denotes Proposed Setback
Denotes Proposed Easement
Denotes Proposed Centerline
Denotes Future Addition Per Phase
Proposed Drainage and Utility Easements
Being 10 feet in width and adjoining right-of-way lines, also being 5 feet in width and adjoining lot lines, unless otherwise indicated, as shown on the plat.
Bench Mark:
Top Nut Hydrant at SE Quadrant of the intersection of County Rd. No. 81 and 202nd Ave. NW.
ELEV.=944.65 feet (NGVD29)
Reference Bench Mark:
MN/DOT monument "ASAP MNDT" at milepoint 202.8, 45 feet South of Eastbound HWY 10, 7.5 feet of entrance, 64.7 feet North of railroad tracks.
ELEV.=942.77 feet (NGVD29)
VICINITY MAP
SECTIONS 23 & 24, TOWNSHIP 33, RANGE 28
TYPICAL LOT
BLOCK NUMBER
SETBACK LINE
EASEMENT LINE: 5 feet side/rear 10 front
RIGHT OF WAY
LOT NUMBER
LOT LINE
LOT DIMENSION
LOT AREA (Sq.Ft.)
CURB
CENTERLINE
SCALE IN FEET
NOTE: REFERENCE JOHN OLIVER & ASSOCIATES SURVEY M-1739-A
ROBERT L GRAMSLEY 65-114-4301
CITY OF BIG LAKE 65-541-0050
ROBERT L GRAMSLEY 65-123-1201
ROBERT L GRAMSLEY 10-323-1200
10-323-1410 CROP PRODUCTION SERVICES INC
10-323-1411 JPG PROPERTIES, LLC
10-323-1405 DOUGLAS & DEBORAH ROBERTSON
10-449-0125 JOHN BARTZ & KATRINA SALO
10-449-0120 KEITH L & MICHELLE SCHAFER
10-449-0115 CLIFFORD & P MARTINSON
10-449-0110 GEORGE F & WINIFRED HERDA
10-449-0105 KENNETH & PAULA PETERSON
ROBERT GRAHAM LIVING TRUST 10-324-2400
ROBERT GRAHAM LIVING TRUST 10-324-2100
JEREMY J & LORA C LOCH 10-324-2101
BERNDT PONDS ESTATES SECOND ADDITION
GARY C BERNDT 65-113-3000
REF. JOHN OLIVER & ASSOCIATES SURVEY FILE NO. 8381.00-03
NORLAND POND
OUTLOT A 2.46 ACRES
OUTLOT B 2.46 ACRES
OUTLOT C 0.91 ACRES
OUTLOT B FIRST ADDITION
TRUMAN DRIVE
204TH AVE NW
ESTHER PARKWAY
GORDON LANE NW
202nd Ave. NW
COUNTY ROAD 81
FUTURE STREET
TANGLEWOOD
NORLAND PARK (FUTURE ADDITIONS) BIG LAKE, MN FOR PROGRESSIVE BUILDERS, LLC PRELIMINARY PLAT
BOGART, PEDERSON & ASSOCIATES, INC.
DATE: 01/20/16
DESIGNED BY: JOK/BPA
DRAWN BY: BP
CHECKED BY: OK
DWG: Preim Plat. Dwl
FILE NO.: 15-0333.00
SHEET NO. 1 OF 3

AGENDA ITEM

Big Lake City Council

Prepared By: *Clay Wilfahrt, City Administrator*	***Meeting Date:*** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6K**
Item Description: *Labor Agreement City of Big Lake and Local 49*		***Reviewed By:*** *Deb Wegeleben, Finance Director*	
		Reviewed By: *N/A*	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving an Agreement between the City of Big Lake and the International Union of Engineers Local No. 49.

BACKGROUND/DISCUSSION

In December of 2019, Council approved an agreement with the International Union of Engineers Local No. 49. Following that meeting, the Union made some slight modifications to the agreement, including removing the foreman positions as well as removing the pay equity scoring points from the wage scale. Neither of these are particularly consequential, and staff recommends approval of the agreement.

FINANCIAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends that Council motion to approve an agreement between the City of Big Lake and the International Union of Engineers Local No. 49.

ATTACHMENTS

Draft Agreement between the City of Big Lake and Local 49

ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is entered into between City of Big Lake, hereinafter referred to as the Employer, and International Union of Engineers, Local No. 49, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to:

1.1 Establish the foundation for a harmonious and effective labor-management relationship; and

1.2 Establish certain hours, wages and other conditions of employment; and

1.3 Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application; and

1.4 Place in written form the parties' full and complete agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative for all employees in the job classifications listed below who are public employees within the meaning of Minn. Stat. §179A.03, Subdivision 14 excluding supervisory, confidential and all other employees:

Water/Wastewater Operator I
Water/Wastewater Operator II
Streets/Parks Operator I
Streets/Parks Operator II
Fleet Maintenance Worker
Regular Part time

ARTICLE 3 — DEFINITIONS

3.1 **UNION:** The International Union of Operating Engineers, Local No. 49, AFL-CIO.

3.2 **EMPLOYER:** The City of Big Lake

3.3 **UNION MEMBERS:** Members of the International Union of Operating Engineers, Local No. 49, AFL-CIO.

3.4 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.

3.5 **BASE PAY RATE:** The employee's hourly rate exclusive of any special allowances.

3.6 **CALL BACK**: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than a scheduled shift. An extension of or an early report to a scheduled shift is not a call back.

3.7 **COMPENSATORY TIME**: Time off the employee's regularly scheduled work schedule with pay that is in lieu of cash overtime.

3.8 **IMMEDIATE FAMILY:** Means Spouse, children, stepchildren, parents, siblings, grandparents, or such other persons as the City Administrator deems appropriate.

3.9 **PROBATION PERIOD:** Means six (6) months of continuous employment, or other time period required by the Appointing Authority, during which a newly hired or promoted regular employee must demonstrate fitness for the duties of the assigned position. The appointing Authority may terminate a probationary employee any time in its sole discretion.

3.10 **RESIGNATION IN GOOD STANDING:** An employee leaving service with the Employer after giving a two (2) week written notice, providing the employee has not been discharged for misconduct.

ARTICLE 4 — EMPLOYER SECURITY

4.1 The Union agrees that during the life of this Agreement neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, participate in, or support any strike, sympathy strike, slowdown, or other interruption of or interference with the normal functions of the Employer, except as specifically allowed by Public Employment Labor Relations Act of 1971, as amended.

ARTICLE 5 — UNION SECURITY

5.1 The Employer shall deduct an amount sufficient to provide the payment of regular dues and/or other union approved deductions, established by the Union, from the wages of employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and the Union. The deduction of dues shall commence 30 working days after initial employment with the Employer.

The Employer shall remit such deduction to International Union of Operating Engineers (2829 Anthony Lane South, Minneapolis, Minnesota 55418-3285) with a list of the names of the employees from whose wages deductions were made, along with pertinent employee information necessary for the collection and administration of union dues, preferably in an Excel formatted report that may be electronically transmitted, or by U.S. mail.

The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues, along with any set amount for local assessments, in an electronic Excel format or via U.S. Mail.

5.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer by a union member as a result of any action taken by the Employer under all provisions of this Agreement pertaining to dues 'or other union approved deductions.

5.3 The Union may designate employees from the Bargaining Unit to act as stewards and will inform the Employer in writing of such choices and changes in the position of stewards immediately

5.4 The Employer will make space available on a workplace bulletin board for the posting of union notices and announcements and any other pertinent union information.

5.5 With advance notice to the employee's immediate supervisor, the Employer agrees that during working hours, on the Employer's premises, and without loss of pay, the local union president or designated union representative shall be allowed reasonable time, which does not unduly interfere with his/her normal duties, to: post union notices and announcements or consult with the Employer, its representative, local union officers, or other union representatives concerning grievances. Employees must keep track of their time spent on union activities during the workday so that time can be reviewed for reasonableness by the Employer.

5.6 The Employer shall permit union officers to utilize employer voicemail and email systems only for the purpose of notifying union members of union membership meetings. Union officials may come onto the Employer's property to conduct union business, but only after reasonable advanced notice to the Employer and only when it does not interfere with Employees' work duties.

ARTICLE 6 — EMPLOYER AUTHORITY

6.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE 7 — SAVINGS CLAUSE

7.1 This Agreement is subject to the laws of the United States, the state of Minnesota and the City of Big Lake. In the event that any provision of this Agreement shall be held to be contrary to the law by a Court of competent jurisdiction or administrative agency from whose final judgment or decree no appeal is made within the time provided, or is in violation of legislative or administrative regulations such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions shall be renegotiated upon written request of either party.

ARTICLE 8 — EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE

8.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

8.2 **Union Representative.** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

8.3 **Processing of a Grievance.** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the Employer. Permission may be denied if it is determined by the employer that current work needs do not permit interruption.

8.4 **Procedure.** Grievances, as defined by Section 8.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employer. At this step, the grievance may be presented in writing. The Employer will discuss and give an answer, in writing, to such Step 1 grievance within seven (7) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it was based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within seven

(7) calendar days after the Employer's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within seven (7) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within seven (7) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to arbitration. The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services. The Union and the Employer will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Union and the Employer are unable to agree on an arbitrator, they may request, from the Director of the Bureau of Mediation Services, a list of qualified arbitrators. The parties will alternately strike names from the list of arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who will strike the first name, the question will be decided by the flip of a coin.

8.5 **Arbitrator's Authority** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the issue(s) submitted by the Employer and the Union in writing and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted to both parties in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. One Union steward shall receive their regular wages for the time spent in the actual arbitration proceeding if arbitration is during regular working hours. If either party desires a verbatim record of the proceedings,

it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last response if an employer does not answer a grievance it is deemed denied.

9.1 For the purpose of this article, and employee shall be any employee having successfully completed the employees' probationary period.

9.2 The Employer will discipline employees for just cause only. Discipline will include one (1) or more of the following:

A. Oral reprimand
B. Written reprimand
C. Suspension
D. Demotion, or
E. Discharge

9.3 Written reprimands, notices of suspensions, notices of demotion and notices of discharge which are to become part of an employee's personnel file will be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices. After 24-months written reprimands will be removed from employee's personal file provided the city's adopted and approval data retention policy allows for the destruction.

9.4 Employees may examine their own individual personnel files in accordance with the data Practices Act.

9.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given adequate opportunity to have a Union representative present at such questioning.

9.6 Grievances relating to this article shall be initiated by the Union at Step 2 of the grievance procedure under Article 8 of this Agreement.

ARTICLE 10 — JOB SAFETY / TRAINING

10.1 Accident and injury free operations shall be the goal of all Employers and employees. To this end, the Employer and employee will, to the best of their ability, abide by and live up to the requirements of all State and Federal Laws.

10.2 The Employer shall issue rules and notices to the employees regarding on the job safety requirements. No employee may be discharged for refusing to work under unsafe conditions.

10.3 The time an employee spends attending training during their scheduled shift, approved by the Employer shall be considered working hours for the purpose of computing wages and other benefits provided by this Agreement.

ARTICLE 11 — WORK SCHEDULES

11.1 The Sole authority in work schedules is the Employer. The normal regular workday shall consist of an eight (8) hour shift, (7:00 a.m. - 3:30 p.m.). The normal work week shall be forty (40) hours Monday through Friday. Employees required to report to work outside of their normal working hours (7:00 a.m. - 3:30 p.m.) for the sole purpose of snowplowing or snow removal shall be compensated at the rate of one and one-half (1 ½) the rate of their regular pay for a minimum of one (1) hour and a maximum of two (2) hours. Public Regular Employees working a straight 8-hour shift shall have two (2) fifteen (15) minute paid breaks and an unpaid thirty (30) minute lunch period. All hours worked shall include holidays, sick-time, vacation and comp time.

11.2 Weekend Duty - Employees scheduled Saturday and Sunday shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) regular rate.

ARTICLE 12 — OVERTIME PAY

12.1 Overtime is defined as work performed at the express authorization of the Employer in excess of (40) hours per week.

12.2 For all hours worked in excess of forty (40) hours per week, Employees have the option to use this time as compensatory time or paid overtime.

12.3 Compensatory Time: Employees shall be permitted to accumulate hours worked over forty (40) hours as accumulated compensatory time. Accumulated compensatory time carryover limit is fifty-six (56) hours. Employees shall be eligible to cash out all compensatory time at the end of the calendar year. All hours over fifty-six (56) hours will be paid to the employee no later than the last pay period in November of each year.

12.4 Employees may be required by their immediate supervisor, department director, or City Administrator to work beyond their normal work hours. The employee's supervisor must approve overtime hours in advance.

12.5 All full-time employees of the bargaining unit will be put on an overtime list. The order of the list will be by date of hire. Employees who are not scheduled to work (i.e. scheduled vacation, sick time, comp time, ect.) on the day/s that overtime work is required by the City, will automatically forfeit overtime offerings. In such cases, if an employee is not eligible for overtime offerings, the City shall automatically offer those hours to the next eligible employee on the seniority list. All overtime offerings by the City and the overtime list will be tracked by hours offered and hours worked. Any employee turning down overtime offerings will be

charged all hours offered. Any employee working overtime offerings will be charge for all hours worked. The overtime list will be administered by the City and Local 49 union steward.

ARTICLE 13 — ON-CALL / CALL BACK PAY

13.1 Public Works employees who are designated by their supervisor to serve in an On-Call status on behalf of the City will receive the daily rate of twenty ($25.00) per day.

13.2 Minimum call back shall include calls to employees' home and will be paid at the rate of fifteen (15) minute increments and compensated at 1-1/2 times the employee's regular base pay rate. (Example: If a two-minute call is taken, the employee will receive fifteen minutes of overtime pay. If a sixteen-minute call is taken, the Employee shall receive thirty minutes of overtime pay).

13.3 Snowplowing On-Call schedule shall be posted in public works lunchroom two (2) weeks in advance of the scheduled shift. For the 2020 contract year, the on-call list shall consist of no more than eight (8) public works employees at a time. This provision is only for the 2020 contract year and can only be renewed at the consent of the Employer. If the Employer chooses not to renew this provision, the on-call list will revert back to a maximum of ten (10) public works employees. Employees shall be allowed to change posted schedule 3 days prior to the start of a scheduled shift.

13.4 Emergency calls shall consist of employees not scheduled on the on-call list and shall be compensated at the rate of two (2) hours of base pay at 1.1/2 times the employee's base wage in addition to hours worked.

13.5 Employees who are called to respond to a wastewater emergency, are expected to respond within an hour.

ARTICLE 14 — SENIORITY

14.1 Seniority will be determined by an employee's length of continuous full-time service with the Employer and posted in an appropriate location.

14.2 Seniority will be the determining criterion for transfers, promotions and layoffs when all job-relevant qualification factors are equal.

14.3 Seniority will be the determining criterion for recall when the job relevant qualifications factors are equal. Recall rights under this provision will continue for twelve (12) months after lay off. Recalled Employees shall have (10) working days after notification of recall by registered mail at the Employees last known address to report to work or forfeit all recall rights.

14.4 Layoff:

A. The Employer shall determine the position(s) in the classification which are to be eliminated provided, however, that all employees in temporary and part-time positions shall be laid off before regular employees.

B. In the event that a layoff becomes necessary, the Employer shall lay off employees in reverse order of their seniority as full-time regular employees. The Employer shall give written notice to the employee to be laid off with a copy to the Union, at least fourteen (14) calendar days prior to the effective date of the layoff whenever practicable.

C. An employee who is laid off may exercise their seniority to displace (bump) the least senior employee in a unit in which the employee is qualified. Employer and Union will meet and confer over qualifications.

ARTICLE 15 – JOB VACANCIES

15.1 Posting Vacancies: Notice of all permanent vacancies and newly created positions shall be posted on bulletin boards and the employees given five working days' time in which to make application for such vacancy or new position. After five working days, the Employer will post the position externally.

ARTICLE 16 — PROBATIONARY PERIOD

16.1 All newly hired or rehired Employees will serve a six (6) month probationary period. The Employer may extend this probation up an additional six (6) months at the sole discretion of the employer. At any time during the probationary period, a probationary employee may be terminated at the sole discretion of the Employer. Employer must notify the union of extension. Probationary periods may be extended by, for example an unpaid leave of absence.

1**6.2** Employees promoted or appointed to a new position must successfully complete a six (6) month calendar day promotion probationary period. Employee shall have 30 days during the promotion period to return to their previous position.

ARTICLE 17 — COMPENSATION

17.1 **Rates of Pay:** Employees covered by this Agreement shall be compensated in accordance with the Salary Schedule marked "**Appendix A**" attached hereto and made a part of this Agreement.

17.2 Employee accepting promotion shall not be paid an hourly wage less than previous held position.

17.3 Employees who, with permission from employer, obtain licensing or certifications qualifying employee for a higher pay grade upon completion of the requirements shall be placed on a step within the new job class that is the higher than and closest to their current pay. The placement shall take place within 30 days of verification by the employer. If employee does not obtain employer's permission to obtain licenses or certificate, employer is not required to change employee's pay.

17.4 The Employer has sole authority to authorize any training or certification courses. Employer shall reimburse employees for all licenses and certification courses taken that relate directly to employee's duties.

ARTICLE 18 — VACATIONS

18.1 For determining an employee's vacation accrual rate, years of service will include all continuous time the employee has worked at the city (including authorized unpaid leave). Employees who are rehired after terminating city employment will not receive credit for their prior service.

Years of Service	Accrual Rate
0-36 months	12 Days or 3.70 hours/payroll
36 months plus one day	18 Days or 5.54 hours/payroll
168 months plus one day	24 Days or 7.39 hours/payroll

18.2 Employees may accrue vacation leave up to a maximum of twenty-five (25) days or 200 hours to be carried over to the next year. Any vacation accrual above the twenty-five (25) days or 200 hours at the end of December 31 must be approved by the City.

18.3 Vacation leave with pay may not be taken unless it has been earned. Vacation can be requested in increments as small as quarter hour increments and up to 160 consecutive hours of the total accrued leave balance.

18.4 Employees are allowed to transfer accrued vacation to sick leave for another employee under certain health related circumstances. The City reserves the right of transfer on a case-by-case basis.

18.5 Employees who terminates employment with vacation leave time remaining shall be paid for their accrued vacation leave. If resigning in good standing after completing at least 2080 hours of employment and signing a waiver of claims.

18.6 For the purpose of accumulating additional vacation leave an employee using vacation, comp time used or on paid sick leave is considered to be working. If a

paid holiday falls during an employee's vacation, the employee will not be charged vacation time for the period of the holiday.

18.7 Three Employees will be allowed off at a time for bid vacation. Request for day at a time vacation must be received at least forty-eight (48) hours in advance of the requested time off.

This notice may be waived at the discretion of the supervisor and the city administrator.

18.8 Vacation leave does not accrue during an unpaid leave of absence.

18.9 Employees serving a probationary period accrues vacation but are not eligible to use vacation until probationary period is complete.

ARTICLE 19 —SICK LEAVE

19.1 All regular full-time Employees shall earn sick leave at the rate of one (1) day per month 3.70 hours per payroll not to exceed 800 hours (100 days).

19.2 If, at the end of the calendar year an employee has accumulated over 800 hours (100 days) the employee is allowed to make a one (1) time selection per year between the following alternatives. Must be summited to the finance department by December 15 of the year.

- Four (4) hours of pay at the employee's regular rate of pay for every eight (8) hours of sick leave accumulated beyond the 800 hours (100 days).
- Four (4) hours of vacation for every eight (8) hours of sick leave accumulated beyond 800 hours (100 days). Useable only during the next fiscal year.

19.3 Sick leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.

19.4 Pursuant to Minn. Stat. 181.9413, eligible employees may use up to 160 hours of sick leave in any 12-month calendar period for absences due to an illness or injury to the employee's adult child, spouse, sibling, parent, grandparent, stepparent, parent-in-laws (mother-in-law's and father-in-law's) and grandchildren, biological adopted or foster grandchildren).

19.5 Regular full-time employees who separated from employment with the city in good standing provided the following conditions are satisfied, shall be entitled to one hundred sixty (160) hours of accumulated sick leave to be paid to the employee upon retirement or resigning from the city.

- The employee has a sick leave balance of 20 or more days

- The employee must provide written notice of his/her resignation to the city at least two (2) weeks in advance of the employee's last day of work.
- The employee must sign a waiver of claims

19.6 Active Worker's Compensation: Employees receiving Worker's Compensation benefits because of job connected injury or sickness shall, if he/she assigns his/her check to the City, receive full wages for that period for a maximum of 90 days. Or, if any Employee is receiving Worker's Compensation benefits and does not assign his/her check, he/she will be paid for the difference between the Workers' compensation allowance and his/her regular weekly pay for maximum of 90 days.

19.7 Sick leave shall then be figured on a pro-rated basis with no deduction of leave being made for that portion of the Employee's absence which is covered by Worker's Compensation Insurance.

19.8 Sick leave does not accrue during an unpaid leave of absence.

19.9 Part time and temporary or Seasonal Employees will not earn or accrue sick leave.

ARTICLE 20 — LEAVE

20.1 Funerals: Leave may be granted up to maximum of three (3) days, in the event a regular employee suffers a death in his or her immediate family. The first day of funeral leave shall be paid by the city. The remaining two (2) day of funeral leave will be deducted from accumulated leave in the following order: sick leave, comp time, vacation or may be taken as unpaid if no accumulated leave balance exist.

20.2 Regular employees are granted two (2) days personal leave each calendar year for personal preference. This leave is subject to prior approval of the supervisor and is granted with pay. Personal leave is deducted from accrued sick leave. Employees not yet completed their training period are not entitled to personal leave.

ARTICLE 21 - INSURANCE

21.1 The Employees are eligible for coverage from the Operating Engineers Local No. 49 Health and Welfare Fund. The terms of the Trust agreement establishing the Health and Welfare fund is hereby incorporated as a part hereof. The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions. Effective from January 1, 2020, the Employer shall contribute $1,080 of the total premium for the duration of the contract.

21.2 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will

meet immediately to bargain over alternative provision so as to comply with the Act and avoid and/minimize and penalties, taxes or fines for the Employer.

21.3 No other insurance (e.g. dental, disability, life, etc.) will be provided by the City.

ARTICLE 22 — HOLIDAYS

22.1 Recognized Holidays. Holidays include the following:

- New Year's Day .....January 1
- Martin Luther King Day .....Third Monday, January
- President's Day .....Third Monday, February
- Memorial Day .....Last Monday, May
- Independence Day .....July 4
- Labor Day .....First Monday, September
- Columbus Day .....October 9
- Veteran's Day .....November 11
- Thanksgiving Day .....Fourth Thursday, November
- Christmas Day .....December 25
- (2) Floating holidays per calendar year January 1- December 31

  - For Employees whose normal work schedule is Monday through Friday, the holiday days which fall on a Saturday will be observed the preceding Friday. Those which fall on a Sunday will be observed the following Monday.

22.2 Employees scheduled to work on any recognized and observed holidays will receive one and one-half times (1.5) their regular hourly rate for the hours worked on that day.

22.3 Regular full-time Employees shall be paid at their regular rate of pay for each of the official holidays.

ARTICLE 23 — UNIFORMS

23.1 Employer shall provide rental shirts and pants with weekly laundry service.

23.2 Effective July 1, 2020, the Employer agrees to reimburse Employees a sum not to exceed two hundred ($200.00) dollars per year for the purchase of safety shoes or boots and present a receipt for the purchase.

Effective July 1, 2021, the Employer agrees to reimburse Employees a sum not to exceed two hundred twenty-five ($225.00) dollars per year for the purchase of safety shoes or boots and present a receipt for the purchase.

23.3 Employer will provide personal protection equipment to all employees to include leather gloves, safety glasses, and high visible clothing and safety sunglasses.

23.4 Cellular phones: Employees who are required to provide their personal cell phone number to the City will be reimbursed at the rate of fifty ($50) dollars per month. Employees may have reasonable personal use of the phone.

ARTICLE 24 — LEGAL PROTECTION

24.1 The City shall provide through insurance coverage or otherwise, defense, necessary legal expenses and other costs to any Employee against whom a claim is made or a lawsuit is commenced which is based upon the conduct of the Employee acting in the course of this employment, except for intentional torts and crimes of ordinance violations knowingly committed by such Employee.

ARTICLE 25 — WAIVER

25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

25.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement. The Employer and the Union each voluntarily waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time that this contract was negotiated or executed.

25.3 There is no past practice established prior to the signing of this agreement.

ARTICLE 26 — DURATION

This Agreement shall be in effect from and shall remain in effect **January 1, 2020 until December 31, 2021.** This agreement shall automatically renew itself thereafter until and unless either party, at least one hundred twenty (120) days prior to termination of this contract, notifies the other party in writing of it desire to modify or change the agreement.

IN WITNESS WHEREOF, on this_____ day of _____ the parties hereto have set their signatures.

CITY OF BIG LAKE

_____

Mayor, Mike Wallen

_____

City Administrator, Clay Wilfahrt

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 49

_____

Business Manager, Jason George

_____

Business Rep., William Bentley

_____

Big Lake Steward, Norm Michels

_____

Big Lake Steward, Phil Kollar

APPENDIX "A"

Appendix "A" General Wage increases:

2020 General Adjustment — Effective on the first day of the pay period immediately following January 1, 2020, Employees covered by this Agreement shall receive a three percent (3%) general increase. Effective on the first day of the pay period immediately following January 1, 2020 all employees are eligible for a Step Increase. To receive this Increase, the employee must have received a performance rating of "Solid Performer" or better on his/her 2019 performance appraisal.

2021 General Adjustment — Effective on the first day of the pay period immediately following January 1, 2021, Employees covered by this Agreement shall receive a “me too” general increase, which shall follow the same general increase awarded to the non-contract Employees of the City of Big Lake. Effective on the first day of the pay period immediately following January 1, 2021 all employees are eligible for a Step Increase. To receive this Increase, the employee must have received a performance rating of "Solid Performer" or better on his/her 2020 performance appraisal.

2020 WAGE SCALE										
Regular FT and PT Employees	**STEP**	1	2	3	4	5	6	7	8	9
Title	**Grade**	**RATE**	**RATE**	**RATE**	**RATE**	**RATE**	**RATE**	**RATE**	**RATE**	**RATE**
Water/Wastewater Operator I	8	22.57	23.25	23.94	24.66	25.40	26.16	26.95	27.76	28.59
Streets/Parks Employee - Public Works I	**8**	**22.57**	**23.25**	**23.94**	**24.66**	**25.40**	**26.16**	**26.95**	**27.76**	**28.59**
Streets/Parks Employee - Public Works II	9	23.92	24.64	25.38	26.14	26.93	27.73	28.57	29.42	30.31
Water/Wastewater Operator II	9	23.92	24.64	25.38	26.14	26.93	27.73	28.57	29.42	30.31
Fleet Maintenance Worker	10	25.36	26.12	26.90	27.71	28.54	29.40	30.28	31.19	32.12

2021 WAGE SCALE										
Regular FT and PT Employees	**STEP**	1	2	3	4	5	6	7	8	9
Title	**Grade**	**RATE**	**RATE**	**RATE**	**RATE**	**RATE**	**RATE**	**RATE**	**RATE**	**RATE**
Water/Wastewater Operator I	8	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Streets/Parks Employee - Public Works I	**8**	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Streets/Parks Employee - Public Works II	9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Water/Wastewater Operator II	9	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Fleet Maintenance Worker	10	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Memorandum of Agreement

(Summer Scheduling)

This Memorandum of Agreement is entered into between the City of Big Lake, (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local No. 49 (hereafter the "Union") representing the bargaining unit employees in the Highway/Public Works Department.

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement effective January 1, 2020; and

WHEREAS, the Employer and the Union desire to modify ARTICLE 11. - Work Schedules: to meet work needs;

NOW, THEREFORE, the parties hereto have agreed as follows:
Effective January 1, 2020 through December 31, 2020, the parties agree to a one (1) year trial summer scheduling period commencing Memorial Day (2020) through Labor Day (2020) with no obligations to continue.
During the summer scheduling period, the normal regular work day will be nine (9) hours from 6:30 AM – 4:00 PM, Monday through Thursdays; and four (4) hours from 7:00 AM – 11:00 AM on Fridays.

All hours worked in excess of forty (40) hours per week, shall be subject to overtime pay as defined in Article 12 – Overtime Pay of the current bargaining agreement.
This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter. The Employer and the Union agrees to revisit the summer work schedule ninety (90) days prior to sunset of this agreement to determine if a summer work schedule is desired for the following year.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this _____day of _____, 2019.

FOR CITY OF BIG LAKE
/s/_____

/s/_____

FOR I.U.O.E. LOCAL NO. 49
/s/_____

AGENDA ITEM

Big Lake City Council

Prepared By: *Clay Wilfahrt, City Administrator*	***Meeting Date:*** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **6L**
Item Description: *Outside Employment Request Form*		***Reviewed By:*** *N/A*	
		Reviewed By: *N/A*	

ACTION REQUESTED

By approving this item on the Consent Agenda, Council would be approving the 2020 Outside Employment Request Form for City Administrator Clay Wilfahrt.

BACKGROUND/DISCUSSION

The City Administrator has requested approval of the attached Outside Employment Request Form. The Personnel Committee has reviewed this form and has recommended its approval.

FINANCIAL IMPACT

None

STAFF RECOMMENDATION

None

ATTACHMENTS

Outside Employment Request Form for City Administrator Clay Wilfahrt.

City of Big Lake

Outside Employment Request

Employees requesting authorization to engage in outside employment are required to fill out this form to ensure that the employment complies with the City's personnel policy. The policy states that all outside employment is to be reported to the employee's direct supervisor, and if the supervisor believes there is a potential conflict, they will consult with the City Administrator. If there is a conflict with the employee's city job, the employee will be required to resign from the outside employment or they may be subject to discipline up to and including termination. The following will be used to determine if there is a conflict:

- Outside employment must not interfere with a full-time employee's availability during the city's regular hours of operation or with a part-time employee's regular work schedule.
- Outside employment must not interfere with the employee's ability to fulfill the essential requirements of his/her position.
- The employee must not use city equipment, resources or staff in the course of the outside employment.
- The employee must not violate any city personnel policies because of outside employment.
- The employee must not receive compensation from another individual or employer for services performed during hours for which he/she is also being compensated by the city.
- Work performed for others while on approved vacation or compensatory time is not a violation of policy unless that work creates the appearance of a conflict of interest.
- No employee will work for another employer, or for his/her own business, while using paid sick leave from the city for those same hours.
- Departments may establish more specific policies as appropriate, subject to the approval of the city administrator.

Please fill out and sign form		
Employee Name	**Department**	**Job Title**
Clay Wilfahrt	Administration	City Administrator
Describe the Outside employment below including employer, title, and job duties performed		
The job will be self-employment repairing and locating/routing coin operated machines. In addition, there will be purchase and sale of vintage items including coin operated machines.		
Supervisor comments		
The personnel committee has reviewed this request and has deemed it appropriate and not a conflict.		
Employee signature	**Date**	

Supervisor recommendation	Supervisor Signature	Date
☒ Approve ☐ Deny		
Additional Comments		

AGENDA ITEM

Big Lake City Council

Prepared By: *Clay Wilfahrt, City Administrator*	***Meeting Date:*** 1/22/2020	☒ ***Regular Agenda Item*** ☐ ***Consent Agenda Item***	***Item No.*** **7A**
Item Description: *Big Lake Fire Relief Association Benefit Increase Request*		***Reviewed By:*** *Deb Wegeleben, Finance Director*	
		Reviewed By: *N/A*	

ACTION REQUESTED

Motion to Approve the Big Lake Fire Department Relief Association Benefit Increase of $400.

BACKGROUND/DISCUSSION

The City has received a request from the Big Lake Fire Department Relief Association (BLFRA) for a Benefit Increase of $400. A representative(s) from the Association will be in attendance at the meeting to provide further information on this request.

Note: It is recommended that Council Member Hansen abstain from voting on this item due to membership in the Association.

FINANCIAL IMPACT

Approval of this request increases the current benefit of $4,500 to $4,900.

STAFF RECOMMENDATION

Approval of the Big Lake Fire Department Relief Association Benefit Increase of $400.

ATTACHMENTS

Memo from the BLFRA

Big Lake Fire Department Relief Association

P.O. Box 268, Big Lake, MN 55309

-Memo-

To: Mayor Wallen
City Council Members
Clay Wilfahrt

From: Mark Hedstrom, President, BLFD Relief Association
Jesse Hemauer, Treasurer, BLFD Relief Association
Eric Rosa, Secretary, BLFD Relief Association

Date: January 10, 2020

Re: BLFD Relief Association Benefit Increase

Under the January 22, 2020, Big Lake City Council Meeting Regular Agenda.

Recommended Action Motion to approve a Fire Relief benefit increase of $400, as motioned and approved by the Big Lake Fire Relief Association on January 4, 2020, to be effective starting on January 23, 2020.

Approval of this request increases the current benefit of $4,500 to $4,900. A representative of the BLFD Relief Association will be in attendance if any further information is requested.

AGENDA ITEM

Big Lake City Council

Prepared By: *Sara Woolf, AICP; Consultant Planner*	***Meeting Date:*** 1/22/2020	***Item No.*** **7B**
Item Description: *PUD Concept Plan Review for "Residential Treatment Facility" (PID 65-029-2101)*	***Reviewed By:*** *Michael Healy, City Planner*	
	Reviewed By: *Hanna Klimmek, Community Development Director*	

60-DAY REVIEW DEADLINE: February 7, 2020

ACTION REQUESTED

The City Council is asked to give informal review and comment regarding the proposed PUD development for a residential treatment facility within the T.O.D. zone.

Any comments given by the City Council are advisory in nature. While the comments are non-binding, the applicant will consider the comments from the City Council when they prepare their formal submittal.

PLANNING COMMISSION REVIEW

Planning Commission reviewed the Concept Plan at their meeting on January 6, 2020. Other than the applicant, there was no one present to speak at the public hearing. One comment was received via e-mail prior to the public hearing that was not in support of the proposal. The Planning Commission provided general feedback to the applicant and did not recommend any specific changes to the Concept Plan. Planning Commission was comfortable providing the flexibility requested by the applicant through the PUD.

Staff asked the Planning Commission to provide feedback on the proposed use. The Planning Commission recommended that for development review and fee calculation purposes, the facility be considered a commercial use. The Planning Commission also recommended that staff include restrictions on the use of the facility as a condition of approval. The Planning Commission recommended that a condition be added that the facility remain alcohol-free. The intent was to ensure that the facility could not become a "wet-house" in the future.

Planning Staff reached out to the City attorney who stated that, practically speaking, the condition could be added, in large part because the applicant has indicated they are "dry" vs. "wet".

BACKGROUND/DISCUSSION

APPLICATION:

Wilkus Architects has submitted a development application for a PUD Concept Plan on behalf of the applicant, Nystrom & Associates LTD. The request is for a residential treatment center on 3.3 acres at the intersection of Forest Street and County Road 43 South (a portion of PID 65-029-2101).

The existing property is currently vacant agricultural land. There are no existing structures on the site. The parcel lies directly south of the Big Lake Park-and-Ride, the Northstar Train Station and the proposed Station

Street Apartments. The property is zoned Agricultural and is enrolled in the Green Acres program, a property tax deferral program established for qualifying agricultural properties pursuant to Minnesota Statute 273.111, the Minnesota Agricultural Property Tax Law.

BACKGROUND:
The project site is the southern portion of an 11.82 parcel of land that straddles Forest Road. It is very unusual for a parcel to exist on both sides of a public road and this situation is a result of the way that that Metro Transit designed their road system and acquired land when they built the NorthStar train station and parking lot. There is currently a plat application under review by the City of Big Lake for the entire 11.82-acre parcel that includes the area proposed for development by this application. Kueper's Construction is currently in the process of platting the 11.82-acre parcel and the plat would turn the land south of Forest Road (the subject site) into OUTLOT A.

A final plat application for Nystrom's project site, to replat from OUTLOT A to a buildable lot, cannot be reviewed or approved by the City until the plat application made by Kueper's Construction has been approved, all conditions have been satisfied, and the final plat has been recorded at Sherburne County. The recording of Kueper's plat will create "OUTLOT A" which will then be able to be final platted by Nystrom and Associates as a buildable lot.

PROPOSED DEVELOPMENT:
The subject application is for an outpatient/inpatient treatment facility that will provide ongoing recovery support. The facility will include 25-30 shared residential units including both single- and double-occupancy units, shared interior spaces for treatment and recreation, and exterior amenities such as a shared walking path, landscaping, and sports facilities such as a basketball court, shuffleboard court and horseshoe pit as well as surface parking.

The Applicant has provided the following additional details regarding their organization and their proposed facility:

- We, Nystrom & Associates, Ltd., are the leading behavioral health system in Minnesota with 16 clinics, serving communities across the state, and have been serving Big Lake for 3 years. We offer psychiatry, individual and family therapy services, drug and alcohol treatment and community based mental health services.
- There is an identified need in the Big Lake/Sherburne County area to provide residential drug and alcohol treatment for adults, and we propose to fill that need with the construction of a sober residential treatment program that will deliver group therapy, individual therapy, educational groups, family involvement, and more.
- Our program is NOT a "wet house." We are abstinence based, meaning there is no alcohol kept onsite. And our treatment program is totally "voluntary," meaning our clients want to be in programming to get better and are motivated to stay sober.
- The building will be an apartment-style complex that will provide services for up to 50 people at a time, with an average length of stay of 45-60 days. The facility will have a fitness room, sport court, and other amenities for its residents.
- We are excited to bring nearly 40 full-time jobs to the City if Big Lake to help assist with this unmet need of treating people of all walks of life.

CONCEPT PLAN ANALYSIS

PROPERTY CHARACTERISTICS:

The existing 3.3-acre property is currently vacant agricultural land. There are no existing structures on the site.

EXISTING ZONING AND LAND USE:

Zoning	A – Agricultural
Future Land Use	Group Care Facility - Planned Unit Development
Existing Land Use	Vacant Land - Agricultural
Topography	Relatively flat with minor topography changes

SURROUNDING ZONING AND LAND USE:

Direction	Zoning	Future Land Use Plan	Existing Land Use
North	T.O.D. - PUD	High Density Residential	Agricultural
South	Agricultural (County)	Mixed Use	Agricultural
East	T.O.D.	Mixed Use	Vacant – Agricultural and Northern Star Apartments
West (Across County Road 43 S)	R-1 Single Family Residential Estate	Single Family Residential	Wrights Crossing neighborhood

REZONING REQUESTED:

The parcel is currently zoned A – Agricultural. However, the parcel is located within the T.O.D. district that surrounds the Northstar Train Station. The T.O.D. district "Station Zone" includes lands generally within one quarter (¼) mile of the rail station (as depicted in the Comprehensive Plan/Transit-Oriented Development Design Manual/Master Plan, see Attachment E) and serves as the focal point of the TOD area. Within this zone, transit-oriented commercial uses and high-density apartment-style housing are intended to be the primary features.

Section 1068.03 of the code states that all permitted uses in the B-2 Neighborhood Business District not already permitted in the Station Zone are allowed as a conditional use within the "Station Zone." The applicant is requesting a planned unit development overlay in order to receive flexibility on a number of items, including the use. In the Station Zone, all permitted uses in the B-2 Neighborhood Business District not already permitted in the Station Zone are allowed as a conditional use. In the B-2 Neighborhood Business District, a Group Care Facility is permitted as a conditional use. The Group Care Facility use may be permitted as part of the PUD rezoning approval, rather than as a separate CUP approval. The proposed flexibilities are discussed below.

PROPOSED SITE PLAN

Lot Coverage

In the T.O.D. District, a minimum Lot Coverage of 60% of the net lot area is required. This lot coverage may be reduced if a minimum of 40% of the lot is developed as improved public open space. The code also states a maximum lot coverage requirement of 85% of the net lot area. This lot coverage may be increased to 100% for mixed use buildings.

As proposed, the development does not meets the minimum impervious surface requirement and will need to be granted PUD flexibility. The applicant has not provided a lot coverage calculation, but will be required to provide this calculation for formal development review.

Setbacks

In the Station Zone, the following setbacks are required:

- Front Yard: Minimum of five (5) feet and a maximum of fifteen (15) feet for residential buildings without a mixed-use component.
- Side Yard: Minimum of zero (0) feet and maximum of twenty five (25) feet.
- Rear Yard: Fifteen (15) feet.

1041.04 Subd. 4 states that for double frontage lots and through lots that abut a major collector or arterial street, the lot line that is parallel to and directly abuts the right-of-way along the major collector or arterial street shall be considered a rear lot line so long as that yard has no access. Lot lines that are not parallel to a street shall be considered as side lot lines. No home on a through lot or corner lot in any residential zone shall be allowed direct access to any major collector or arterial street designated as such by the Comprehensive Plan, except as may be permitted by the City Engineer.

Further, for corner lots that do not abut a major collector or arterial road, both street lines shall be front lot lines for applying the yard setback regulations of this Ordinance.

Based on the above definition for lot lines, the lot line abutting Forest Road and Station Street NW shall be considered front lot lines, the lot line abutting County Road 43 S shall be considered a rear lot line, and the lot line abutting the parcel to the south shall be considered a rear lot line.

The site plan provided does not provide a setback measurement from property lines; these distances will be required to be provided for the development Plan PUD/Preliminary Site Plan phase.

Staff notes that the site plan provided is the second to be provided to the city, and the proximity of the building to the Forest Road and County Road 43 S has been increased, showing an effort by the applicant to provide a site plan in keeping with the general intent of the Station Zone.

Setback	Type	Setback Proposed	Setback Required
Northern property line abutting Forest Road	Front Yard	TBD	5'-25' max
Eastern property line abutting Station Street	Front Yard	TBD	5'-25' max
Southern Property line abutting adjacent parcel (18980 CR 43 BIG LAKE MN 55309)	Rear Yard	TBD	15'
Western property line abutting County Road 43 NW	Rear Yard	TBD	15'

Building Height

The applicant has not provided elevations of the proposed building height and so there is not enough information to provide the Planning Commission with an exact building height in feet. However, the structure is shown in renderings as three stories. The code requires a minimum building height of two stories or 30 feet and a maximum of five stories or 60 feet, whichever is less, except as is allowed through the Conditional Use Permit process. Under these requirements, the proposed building height meets code standards.

Sidewalks

The concept plan currently shows a sidewalk along County Road 43 NW, Forest Road and Station Street NW. The code requires that sidewalks not less than five feet in width be constructed along the frontage of all public streets and that all sidewalks and walkways meet ADA requirements. The concept plan complies as drawn.

In the Station Zone, Pedestrian scale lighting fixtures no greater than fifteen (15) feet in height are required to be provided along all sidewalks and walkways (public and private) to provide ample lighting during nighttime hours. The applicant has not yet provided a lighting plan for review by the city.

Access

As proposed, access to the development is provided through a drive off County Road 43 NW. The County will not allow access onto this roadway when a local roadway is available for access. The applicant must revise the site plan to allow for access to the site and surface parking from either Station Street or Forest Road.

Parking

The site plan proposes parking to be provided by a surface lot with 27 total parking stalls.

In the T.O.D. District "Station Area," the following parking requirements are in place:

1068.04: PARKING REQUIREMENTS
Subd. 1. *Supply Requirements.*

1. Station Zone

a. Non-residential Uses: Not more than one (1) parking space per one hundred (100) square feet of gross building area.

b. Residential Uses: A minimum of one (1) stall shall be provided per unit. A maximum of two (2) parking stalls per unit is allowed as a permitted use. Up to three (3) parking stalls per unit may be allowed by Conditional Use Permit.

Group Care Facilities are generally considered to be a residential use, although they are commonly only permitted in commercial areas. As a residential use, per the parking requirements, 25-30 parking stalls would be required, dependent on the final number of units proposed.

Planning staff would like to note that in many cities, parking for group care facilities is based on the proposed number of employees as well as a ratio of residents, such as 1 parking space per employee plus 1 parking space per every 3 residents. The architect for the application, Wilkus Architects, has indicated that 27 parking stalls were included to accommodate staff parking and a small number of parking spaces for drop-off/pick-up of residents.

The applicant is seeking PUD flexibility for parking to allow for parking lots located within front yards or other yards which abut public streets, whereas the code states that parking lots shall not be located within front yards or abutting a public street. The parcel fronts three public streets: Forest Road, Station Street NW and County Road 43 S, so there is no ideal way to locate surface parking so that it would not abut a public street or be located in a front yard.

Bicycle Racks

Bicycle parking is required at a rate of 1 bicycle parking space per 15 parking spaces. In total, 2 bicycle parking spaces would be required. The applicant is not currently showing any bicycle parking spaces on the concept plan.

Landscaping

The City's zoning ordinance requires a landscaping plan with every multiple-family residential development application. The Code requires that all multiple-family residential uses provide one tree per dwelling unit. The proposed plan has 25-30 dwelling units which will require a minimum of 25-30 trees.

The Code states that at least 50% of the required tree must be actual trees. The remaining 50% can be replaced with ornamental trees or shrubs at a rate of 3:1. At least 25% of the trees must be deciduous and at least 25% must be coniferous.

The applicant has not provided a landscape plan for the development of the lot.

Utilities

The applicant is proposing to connect to municipal water and sewer by accessing the existing services available from Station Street. The code requires that all new utilities shall be placed underground. The new utilities will be placed in drainage and utility easements to allow access for future maintenance.

Lighting

The applicant has not yet provided a lighting plan for review by the City. For formal development review, a lighting plan must be provided. The code limits lighting and glare to no greater than one-foot candle when measured at the right of way and 0.4-foot candles when measured at the property line. Pedestrian scale lighting fixtures no greater than fifteen (15) feet in height are also required to be provided along all sidewalks and walkways (public and private) to provide ample lighting during nighttime hours. The applicant has not yet provided a lighting plan for review by the city.

Building Design Standards

The residential treatment facility structure as proposed will be a mix of vinyl siding and a simulated stone veneer. Within the T.O.D. District, the architectural style and materials of all buildings are recommended to be consistent with the general guidelines of the Big Lake Downtown Design Standards and the Downtown Design Standards-Transition Zone, but the General Building Regulations of Section 1040 of the Zoning ordinance are required. The Downtown Design Standards require that building facades are primarily brick and glass on facades adjacent to a public street.

The Zoning Code's Section 1040 contains different exterior material requirements for residential buildings and commercial buildings. It is somewhat unclear whether the Applicant's project should be considered a residential project or a commercial project in the application of these standards. Some communities treat short-term group care facilities similarly to hotels which are a commercial use. Other communities treat them similarly to apartment buildings which are a residential use. Section 1040 of the Zoning ordinance requires that at least 50% of each exterior elevation of a multi-family residential (apartment) building, exclusive of windows, entrance doors, garage doors or roof areas, must be constructed of brick or stone, or equivalent material approved by the City. There is no such requirement for commercial buildings. The Applicant's project is being processed as a PUD so, ultimately, the City has broad discretion to set the exterior building material standards at the level of a commercial building, a residential building, or something in the middle.

The applicant has not provided building material calculations for the proposed structure. It appears that the building elevations may require flexibility from the architectural design standards found in the Big Lake Downtown Design Standards and the General Building Regulations of Section 1040 of the City Code. Although vinyl siding is a permitted material, the artificial stone would need to comprise at least 50% of all building facades to meet the code requirements if this is deemed to be a "multi-family residential" use. If the building is deemed to be a commercial use, the proposed exterior materials comply with the Code.

The applicant will be required to provide elevations for the structure to determine if the structure meets the remaining building design requirements in the T.O.D. Station district, including requirements for façade modulation for facades over 50 feet and building articulation on the line between the ground and upper levels with a cornice, canopy, balcony, arcade or other visual device.

Recreation Areas

The applicant is proposing an outdoor recreation area as part of the overall development. The recreation area includes a basketball court, horseshoe pit and shuffleboard court. Section 1040.05 of the City Zoning Ordinance requires that each complex of 20 or more dwelling units shall include visually defined or fenced active recreation areas of 2,000 square feet plus an additional 50 square feet per unit for over 20 dwelling units.

With 25-30 proposed units, the overall development will require an additional 250-500 square feet of recreation area, for a total area of 2,250-2,500 square feet. These requirements may be reduced, at the City Council's discretion, for projects in the TOD District's Station Zone which are built in accordance with the TOD District's zoning requirements and have lot coverage levels that do not allow for full compliance with this provision. The site plan, however, does not adhere to the lot coverage levels within the Station Zone and therefore should be held to the recreation area standard. The applicant has not provided a calculation for the area proposed for outdoor recreation.

The applicant is also proposing a walking path on the site, that would include benches. The applicant indicated that they may be open to making the walking path available for public use.

PUD FLEXIBILITY REQUESTED:

PUD Justification

The Applicant is seeking a PUD approval, an approval that goes outside of the zoning code and subdivision ordinance. The City's PUD ordinance (Code Section 1011) is very clear that the City should only grant PUD approval in situations where there is a "public benefit" that comes from granting the approval. The PUD ordinance lays out thirteen (13) benefits that are being sought by the City.

PUD Format

The City Attorney's office has advised City Staff not to process PUD approvals as CUP's as the City has done in the past. The City Attorney's Office is advising that, going forward, all of the City's PUD's be processed as "Rezone to PUD." The City Attorney's stance is that the rezoning process is "cleaner," leaves better records, and is preferable because it is a legislative action while CUP's are quasi-judicial actions.

The Zoning Code's PUD ordinance states that PUD's can be processed as either a CUP or a rezone. Staff is processing this project's PUD as a rezone under the guidance of the City Attorney.

Overview of Requested Flexibility

The applicant is seeking the following PUD flexibility with the Concept Plan, and additional flexibilities may be requested for development stage PUD:

1. Permission to allow a Group Care Facility in the T.O.D. Station Zone.

2. Permission to have less than the 60% minimum impervious surface coverage.

3. Permission to have building setbacks that do not meet the 5-foot minimum or 25-foot maximum setback requirements.

4. Permission to have main entrances set back more than five feet from the front property line.

5. Permission to have parking lots located in front yards.

6. Permission to provide building façades below the minimum material standards.

7. Permission to not construct pedestrian amenities such as benches, public art, planters, trash receptacles, etc. located along sidewalks and in landscaped areas, open spaces and plazas.

DEVELOPMENT FEES

Park Dedication

The City's subdivision ordinance and fee schedule state residential subdivisions must dedicate 10% of the land being subdivided as parkland OR pay a fee equal to 10% of the value of the land with a minimum of $2500 per unit. Commercial and Industrial developments must dedicate 4% of the land being subdivided or pay a fee equal to 4% of the value of the land. It is at the City's discretion whether to require a land donation or allow the fee in lieu to be paid. In this case, the cash option is preferable as there is no need for parkland in the residential treatment center development. In the case of this development, the resolution approving the Final Plat for the Station Street Apartments may defer the collection of park dedication fees on the outlot until such time as the outlot is final platted as a buildable lot for the proposed residential treatment facility.

While a Group Care Facility is somewhat residential in nature, it does not result in long-term residents of Big Lake, and therefore the Planning Commission may wish to recommend an amended park dedication fee in this case. In some communities, short-term Group Care Facilities are treated as commercial developments in the calculation of park dedication fees. There is a case to be made that they should be treated similarly to hotels which are generally considered "commercial" rather than "residential."

The park dedication requirement for residential developments is usually based on the minimum value per unit. The applicant is proposing 25-30 units which will require $62,500-75,000 (25 x $2,500 or 30 x $2,500) in park dedication fees if this is deemed to be a residential development. If it is deemed to be a commercial development, the park dedication fee would be based on the land value. The tax assessor currently lists the entire 11.82-acre parcel as having a value of $86,000 but that number is artificially low because the land currently part of the "Green Acres" program which is designed to keep taxable value lower for properties that are actively being farmed.

Trunk Sewer Fee, Trunk Water Fee and Trunk Storm Sewer Fee

When land is developed, trunk sewer and trunk water fees are charged based on the amount of land that is being developed. These fees are "per acre" and help the City cover the costs of providing sewer and water infrastructure as the City grows. The fees are set every year by a City Council resolution and generally increase each year to account for inflation and actual costs of providing infrastructure.

The 2020 fee schedule sets trunk fees at $1,650 per acre for trunk water and $5,330 per acre for trunk sewer. Trunk storm sewer fees are "case by case" and are waived entirely if all storm water is contained within the plat boundary. The proposed 2020 fee schedule keeps these fees at the same level.

The Applicant is proposing to plat 3.33 acres. A portion of that may be dedicated as Right-of-Way. Therefore, the 3.33-acres of land being developed will be required to pay fees. A final acreage calculation will be determined based on the preliminary plat.

Sewer Access Charges (SAC) and Water Access Charges (WAC) Fees

These fees, which are used to fund investments in expanding the capacity of the City's sewer and water plants and infrastructure as the City grows, are collected at the time of building permit issuance. The 2020 fee schedule sets the fees based on anticipated daily use of water.

STAFF COMMENTS:

Planning and Zoning
Staff is generally supportive of the concept plan. The applicant has created a concept plan with the intent of the Station Zone in mind.

Engineering and Public Works:
Bolton and Menk prepared a comment letter for the review of this concept plan (Attachment C).

Fire Department
Chief Hansen stated that he had no issues with the concept plan, but noted that once the development process gets further along, the fire department will look at sprinklers in the building and things of that nature.

Police Department
Chief Scharf commented that the development appears well planned, and a resource our region needs.

ADDITIONAL COMMENTS:

Xcel Energy:
Xcel Energy commented that Xcel gas could serve this customer and it looks to be in Connexus Electric territory.

Sherburne County Public Works:
Sherburne County Public works noted that the County will not grant direct access to CR 43, given the opportunity to access the City Street system. A formal review letter will be prepared by the County.

CenterPoint Energy:
CenterPoint Energy has no issues or concerns at this time. CenterPoint Energy's response is attached as Attachment D.

FINANCIAL IMPACT
NA

STAFF RECOMMENDATION
The City Council should provide feedback on the applicant's proposal and whether there are additional items that should be addressed by the applicant prior to the submittal of the preliminary plat and development stage PUD. The applicant would take these comments under advisement as they prepare a formal submittal.

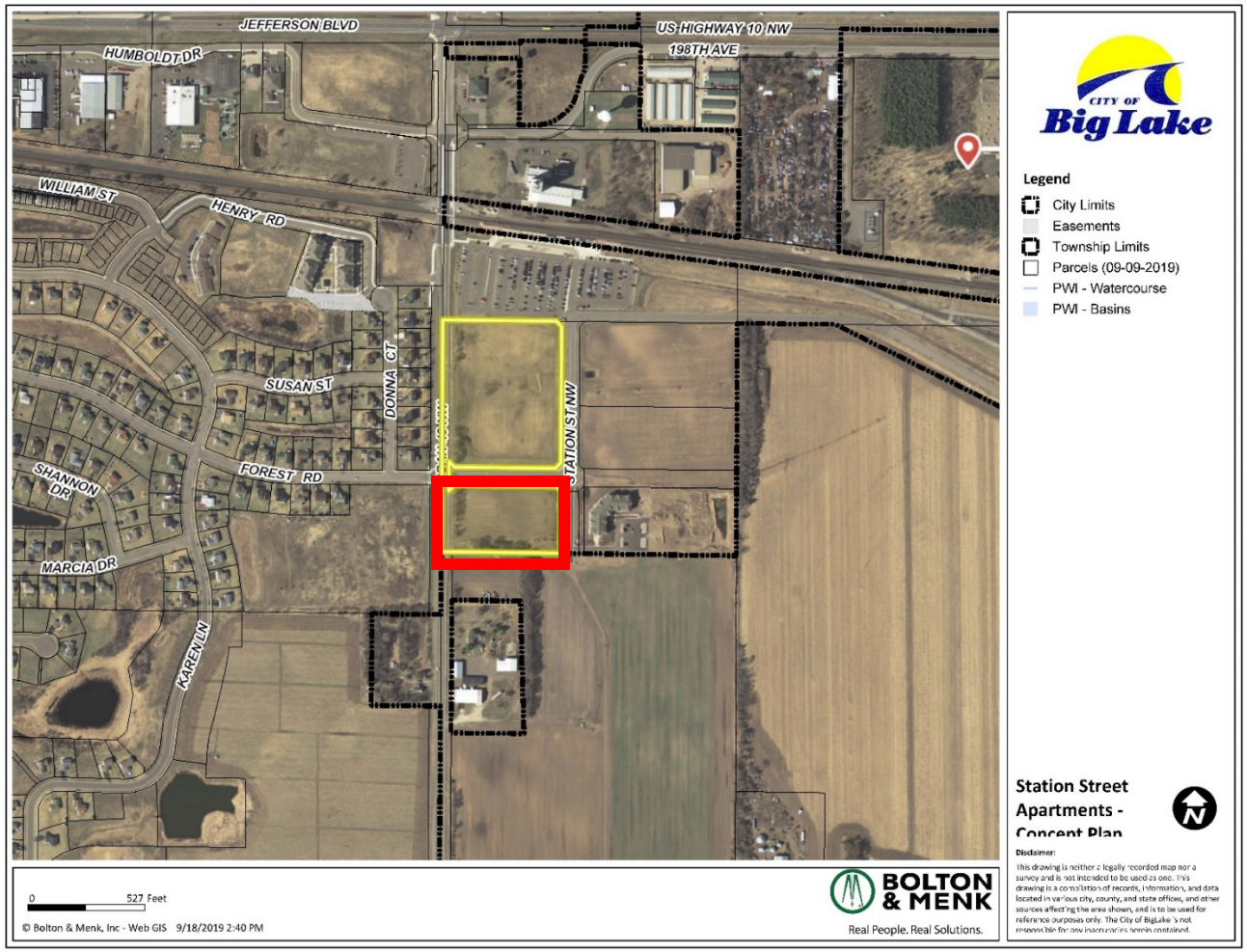
Staff is generally supportive of the concept plan but is seeking City Council feedback regarding some of the specifics of the proposal.

- The City Council should provide direction to planning staff on whether the use shall be considered commercial or residential when applying the code for review purposes, such as architectural requirements and for calculation of park dedication fees.
- The City Council may wish to comment on the condition recommended by Planning Commission, limiting the use of the facility to a dry-facility.

ATTACHMENTS

Attachment A:	Site Location Map
Attachment B:	Comments Received
Attachment C:	Engineer's Memo
Attachment D:	CenterPoint Energy Memo
Attachment E:	Concept Plan
Attachment F:	Building Plans
Attachment G:	Graphic Renderings
Attachment H:	TOD Station Zoning Map

Attachment A
Site Location Map



Attachment B

Public Comment Received after Deadline for Comments to be heard by Planning Commission

From: Crystal Gassman
To: Sara Woolf
Subject: Residential Treatment Center Thoughts
Date: Wednesday, January 08, 2020 1:22:40 PM

Hi Sara! My name is Crystal and I apologize for the e-mail but on the letter I received regarding this issue it just said to submit written comments to City Hall with no specific person listed. Since your name and e-mail were attached, I just decided I'd send my thoughts to you and hopefully you could maybe get them to the correct person! I'm sorry that I could not attend the meeting on Monday night, however I just received this letter in our Saturday mail, we were out of town until Sunday night and both my husband and I work Monday nights so we weren't able to fit it in on short notice.

There are several issues that I'd like to share my thoughts on. I'm sure it won't make a difference in the building of this facility but I feel that I at least need to share my opinion. There are so many things that happen that I make the choice not to speak out against but I feel that this is one where I have to at least state my thoughts.

My husband and I moved into this house around 2011. It was a foreclosed property at the time that we purchased it. Since then, our property taxes continue to go up every year. Now, I don't mind the percentage of what we pay going up when it's attached to issues that have been voted on, that's not my issue. My issue is that every year the value of our property seems to increase - this year with an evaluation increase of $15,700 with a taxable market value increase of $17,113!!! Our house is paid off - we pay our property taxes outright. Both of our children have complex medical issues so our income is limited and the value of our assets is measured by outside professionals on a somewhat regular basis. Is our property worth what they tax us at - probably. However, every single professional that we have talked to has said that there is no way that we would be able to sell our property for even the taxable market value due to the buildings that have been/are going to be built since we purchased our home. There are now townhouses on Henry RD (which made it so that we no longer lived on a cul de sac), there are going to be apartments built in the fields that are currently behind our house, and now a residential treatment center...all of these things just keep driving what we could actually sell our house for down but the value that we're getting taxed on keeps going up and moving is not an option for us.

Also, my second concern, which I have heard is a concern for most of my neighbors as well is safety. I have worked with people who battle addiction for most of my life in one capacity or another. I have friends and family members that battle addiction. I know that treatment facilities are key to their success and I'm not against them in any way. However, I do have to wonder if placing one within such a residential area (and soon to have more residents with the apartments being built) is the best location. I know that the majority of people in this facility would be just fine and be fantastic and productive members of our community. However, I also know that addicts relapse, not all of them, but some do and any little thing can trigger that relapse. When that happens, their common sense goes out the window and they will do whatever is

necessary to gain whatever it is they're looking for. Living so close to the treatment center, this would concern me. As I mentioned, I have two kids with complex medical needs. My husband and my work requires us to leave our kids home alone at times (they are 11 and 9, so yes they are legally old enough to be left alone). However, if someone were to break into our house, they are not able to defend themselves or call for help in a manner that most children would be able to. Yes, we do have a security system that is always set, but with the amount of time that lapses between the break-in and response time - so many things could happen... And I do realize that anyone could break into our house at any time, but having a residential treatment center that close to our house just increases the likelihood of that possibility. It's not just our family either, I know there are many kids in the town homes across the street that are left at home by themselves for extended periods of time on a daily basis, as well as other families in our neighborhood who have to leave their kids home alone due to work schedules.

As I stated, I'm sure that my two cents is not going to change the planning of this facility, however, I do appreciate the opportunity to share my thoughts with someone.

THANK YOU!!!

Crystal Gassman

NSCA-CSCS, NASM & ACE-CPT

Gassman Fitness

763-229-0505

gassmanfitness.com

Attachment C
Memorandum, Bolton and Menk

BOLTON & MENK
Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

December 23, 2019

Sara Woolf, Consultant City Planner
via e-mail: swoolf@biglakemn.org

RE: Treatment Center Concept
City of Big Lake, Minnesota
Project No.: W18.120331

Dear Sara,

We have reviewed the concept plan submitted for the above referenced project and have the following comments:

1. The applicant shall obtain a Sherburne County Access Permit.
2. The applicant shall submit a Storm Water Pollution Prevention Plan for the review of the city.
3. The applicant shall submit a Storm Water Management Plan including storm water calculations complete with drainage area maps for the review of the city.
4. The applicant shall enter into a Stormwater Maintenance Agreement for all stormwater basins on the property.
5. The applicant shall submit a grading plan for the review of the city.
6. The applicant shall submit a site plan complete with paving, sidewalk, and trail information for the review of the city.
7. The applicant shall submit utility plans for the review of the city.
8. The applicant shall submit striping plans for the review of the city.
9. The applicant shall submit signage plans for the review of the city.
10. The applicant shall submit construction details for the review of the city.
11. The applicant shall submit a lighting plan for the review of the city.
12. All construction shall be in accordance with the City of Big Lake Standards.

We recommend the above requested information be submitted with a preliminary plat application for the review and approval of the City of Big Lake.

If you have any questions on the above, please call.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
Principal Engineer

H:\BGLK\W18120331\1_Corres\C_To Others\2019-12-23 120331 Woolf Treatment Center Concept Review.docx

Bolton & Menk is an equal opportunity employer.

Attachment D:
Memorandum, CenterPoint Energy

CenterPoint Energy

700 West Linden Avenue
PO Box 1165
Minneapolis, MN 55440-1165

December 12. 2019

Sara S. Woolf, AICP
Planning Consultant
City of Big Lake
Direct: 612-638-0227
SWoolf@biglakemn.org

RE: Proposal Concept plan for a Residential Treatment Center in Big Lake.

Dear Sara Woolf,

CenterPoint Energy has no objection or issues related to the Residential Treatment Center in Big Lake.

Thank you for the advance notice. If you have any questions, please feel free to call me at 612-321-5381.

Respectfully,
CENTERPOINT ENERGY

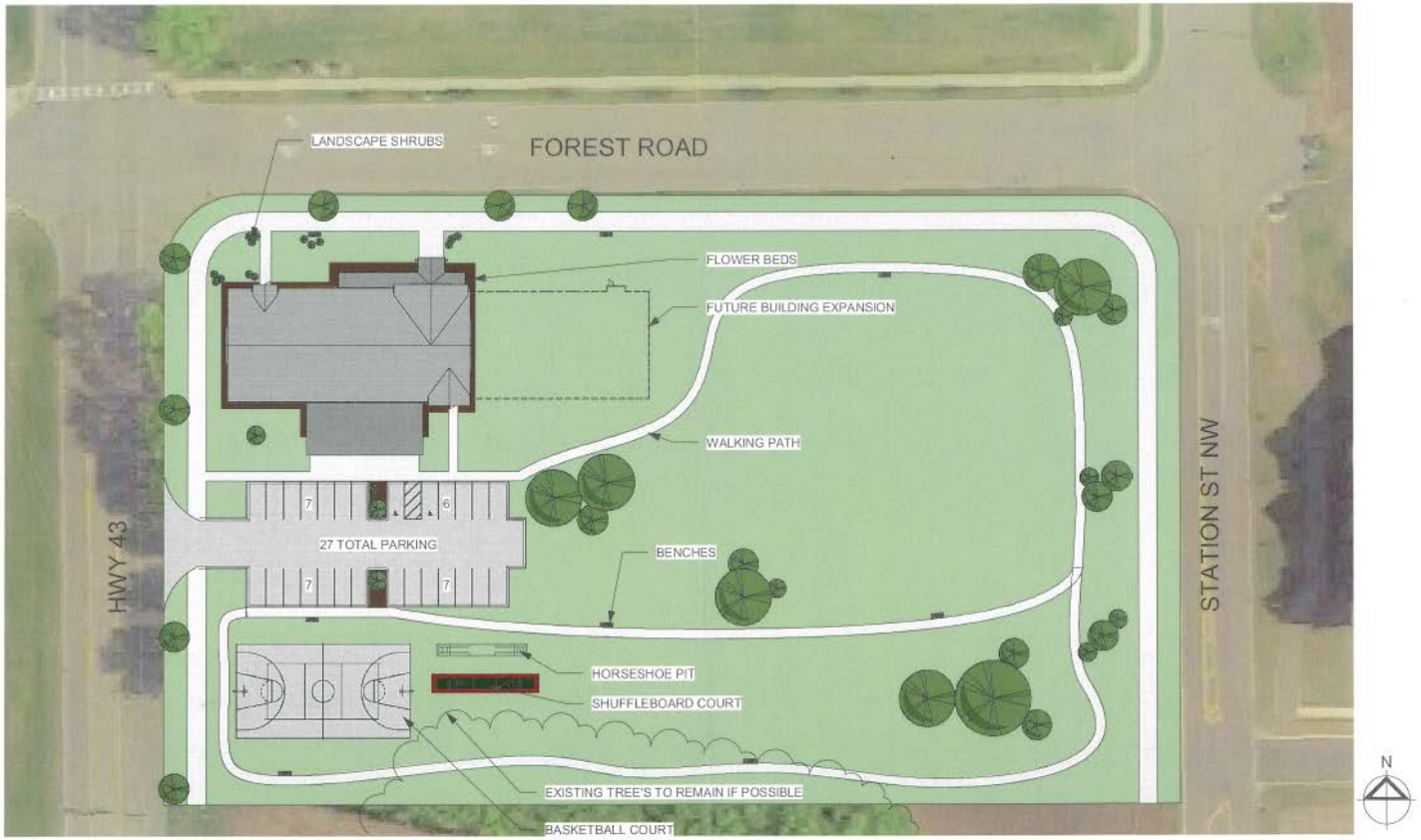
Chuck Mayers

Chuck Mayers, **SRWA**
Right of Way Agent III
charle.mayers@centerPointenergy.com

PC: Mark S. Johnson, C&M Supervisor, CenterPoint Energy
James W. Carlson, C&M Advance Foreperson, CenterPoint Energy
Nathan Nazareno, Area Engineer, CenterPoint Energy

Attachment E
Concept Plan

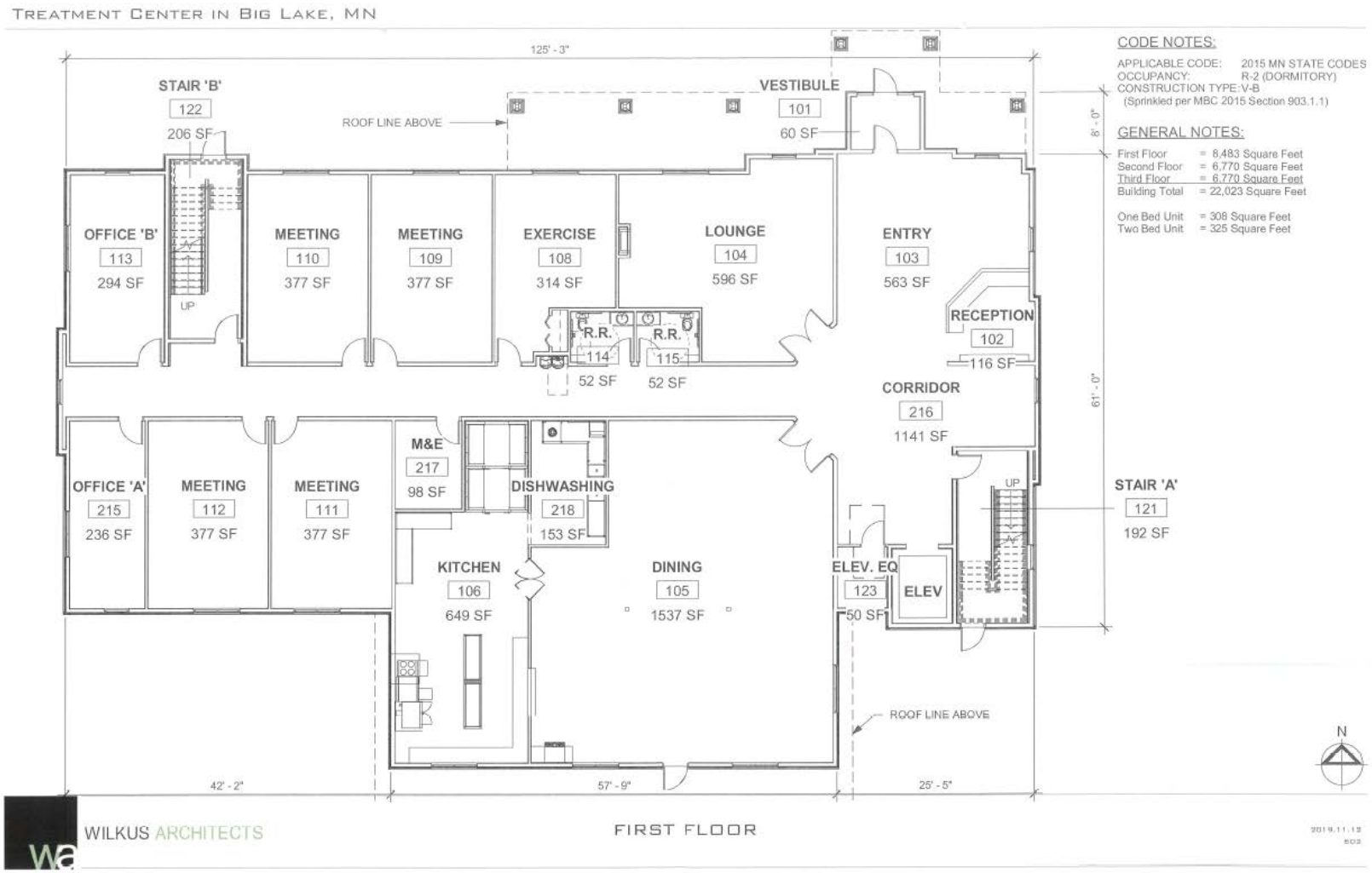
TREATMENT CENTER IN BIG LAKE, MN



WILKUS ARCHITECTS

SITE PLAN

Attachment F
Building Plans



TREATMENT CENTER IN BIG LAKE, MN

WILKUS ARCHITECTS

SECOND & THIRD FLOOR

SD - V1
2019.11.12
503

Attachment G
Graphic Renderings

TREATMENT CENTER IN BIG LAKE, MN

WILKUS ARCHITECTS

VIEW LOOKING AT FRONT ENTRY

2019.11.12
SD4

TREATMENT CENTER IN BIG LAKE, MN

WILKUS ARCHITECTS

VIEW LOOKING AT FRONT ENTRY

2019.11.12
605

TREATMENT CENTER IN BIG LAKE, MN

WILKUS ARCHITECTS

VIEW LOOKING AT BACK PATIO

2019.11.12
506

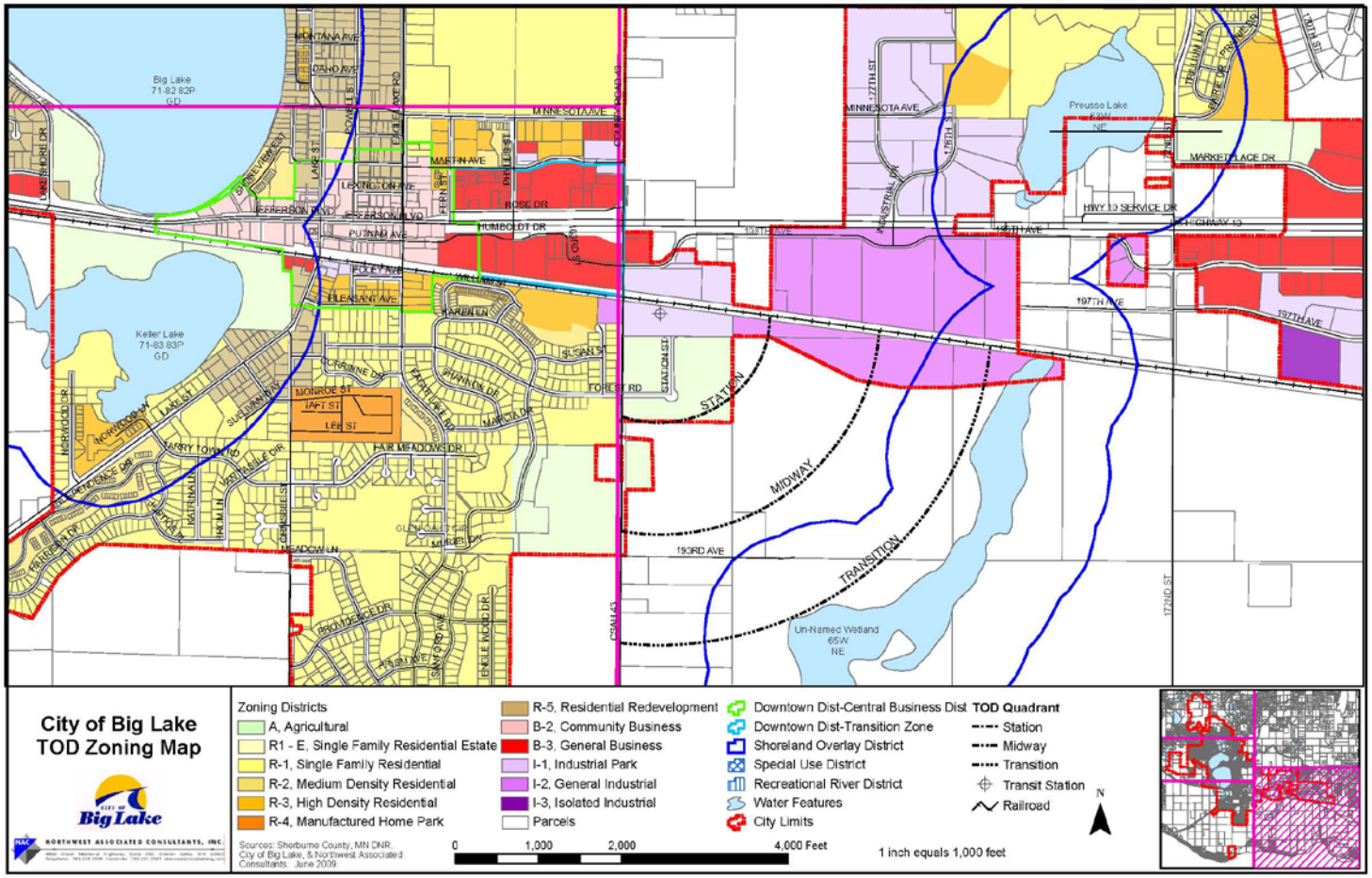
TREATMENT CENTER IN BIG LAKE, MN

WILKUS ARCHITECTS

VIEW LOOKING AT BACK PATIO

2019.11.12
507

Attachment H:
TOD Station Zoning Map



AGENDA ITEM
Big Lake City Council

Prepared By: *Hanna Klimmek, Community Development Director*	***Meeting Date:*** 1/22/2020	☒ ***Regular Agenda Item*** ☐ ***Consent Agenda Item***	***Item No.*** **7C**
Item Description: *Appointment of City Planner Candidate*		***Reviewed By:*** *Clay Wilfahrt, City Administrator*	
		Reviewed By: *Deb Wegeleben, Finance Director*	

ACTION REQUESTED

Motion to approve the appointment of _____ to fill the vacant City Planner position contingent upon a satisfactory background investigation.

BACKGROUND/DISCUSSION

The Community Development Department has initiated a selection process for the open City Planner position. Application packets have been accepted and the first interview round was conducted on January 9, 2020 and January 10, 2020.

A second interview has been schedule for 8:00 a.m. on Tuesday, January 21, 2020 to conduct a final interview for one candidate. The candidate will be interviewed by a four person panel consisting of two Staff and two City Council Members. A recommendation from the interview panel will be presented to the City Council at the January 22, 2020 meeting.

Upon the offer of employment being accepted by the selected candidate, Staff will provide more information on the chosen candidate along with terms of employment and potential start date.

FINANCIAL IMPACT

This is a budgeted item.

STAFF RECOMMENDATION

Staff recommends that Council consider the appointment of a City Planner as recommended by the City Planner Interview Panel.

ATTACHMENTS

N/A

AGENDA ITEM
Big Lake City Council

Prepared By: *Layne Otteson, P.E. CE/PWD* *PW20-002*	***Meeting Date:*** 1/22/2020	☐ ***Regular Agenda Item*** ☒ ***Consent Agenda Item***	***Item No.*** **7D**
Item Description: *Appointment of Two (2) Street and Parks Operator II Candidates*		***Reviewed By:*** *Clay Wilfahrt, City Administrator* ***Reviewed By:*** *Deb Wegeleben, Finance Director*	

ACTION REQUESTED

Motion to approve the appointment of _____ and _____ to fill the vacant Street and Parks Operator II positions contingent upon satisfactory background investigations.

BACKGROUND/DISCUSSION

The 2020 Public Works Budget includes funding for hiring two Streets and Parks Operator II positions. The Big Lake Public Works Department has initiated a selection process for these positions and interviews were conducted by a panel during the week of January 13th. The reorganization of the Department has necessitated the need to install the two candidate immediately during the winter season to provide a high level of service.

Public Works is understaffed in the Street and Parks Division with only 6 people available to plow, rather than 8. It is taking longer to clear the streets and sidewalks. The Water and Wastewater Division also is short staffed and unavailable to assist plowing in a timely manner. It is vital to expedite the hiring process.

A recommendation from the interview panel will be presented to the City Council at the January 22, 2020 meeting. Upon the offer of employment being accepted by the selected candidates, Staff will provide more information on the chosen candidates along with terms of employment and potential start dates.

FINANCIAL IMPACT

These are Budgeted positions.

STAFF RECOMMENDATION

Staff recommends that Council consider the appointment of identified candidates for the Street/Parks Operator II vacant positions as recommended by the interview panel.

ATTACHMENTS

N/A

AGENDA ITEM
Big Lake City Council

Prepared By: *Layne Otteson, P.E. CE/PWD* *PW20-003*	***Meeting Date:*** 1/22/2020	☒ ***Regular Agenda Item*** ☐ ***Consent Agenda Item***	***Item No.*** **7E**
Item Description: *Appointment of one (1) of the Water and Wastewater Operator I Candidate*		***Reviewed By:*** *Clay Wilfahrt, City Administrator* ***Reviewed By:*** *Deb Wegeleben, Finance Director*	

ACTION REQUESTED

Motion to approve the appointment of _____ to fill one of the two vacant Water and Wastewater Operator I positions contingent upon satisfactory background investigations.

BACKGROUND/DISCUSSION

The 2020 Public Works Budget includes funding for hiring two Water and Wastewater Operator I positions. The Big Lake Public Works Department has initiated a selection process for these positions and interviews were conducted by a panel during the week of January 13th. The reorganization of the Department has necessitated the need to install the two candidates immediately during the winter season to provide a high level of service.

Public Works is understaffed in the Water and Wastewater Division with only 3 people available to operate and maintain the Water Treatment Plant, Biosolids Facility and the Wastewater Treatment Plant rather than 5. Staff is also on-call and responding to alarms at lift stations and wells at all hours of the day. This is straining staff and it is vital to expedite the hiring process.

A recommendation from the interview panel will be presented to the City Council at the January 22, 2020 meeting. Upon the offer of employment being accepted by the selected candidate, Staff will provide more information on the chosen candidate along with terms of employment and potential start date.

FINANCIAL IMPACT

This is a Budgeted position.

STAFF RECOMMENDATION

Staff recommends that Council consider the appointment of the identified candidate for one of the two vacant Water and Wastewater Operator I vacant positions as recommended by the interview panel.

ATTACHMENTS

N/A

AGENDA ITEM
Big Lake City Council

Prepared By: *Gina Wolbeck, City Clerk*	***Meeting Date:*** 1/22/2020	☒ ***Regular Agenda Item*** ☐ ***Consent Agenda Item***	***Item No.*** **7F**
Item Description: *Monthly Department Reports*		***Reviewed By:*** *N/A*	
		Reviewed By: *N/A*	

ACTION REQUESTED

No Action Required.

BACKGROUND/DISCUSSION

Council has requested to receive verbal updates from Departments on a monthly basis. Due to the number of departments operating the City's business, verbal updates will be given by each department either at the first or second meeting of the month.

Department updates scheduled to be given at the second meeting of the month are as follows:

1. Finance Department
2. Liquor Store
3. Community Development Department

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

ATTACHMENTS

N/A