



**AGENDA**  
**LINDSTROM**  
**CITY COUNCIL MEETING**

**THURSDAY, AUGUST 21, 2014**  
**7:00 P.M.**

**Lindstrom City Hall**  
**13292 Sylvan Ave., Lindstrom, MN**

**CALL TO ORDER/PLEDGE:**

**CALL OF ROLL:**

**CONSIDERATION OF AGENDA:**

**Additions:**

**Deletions:**

**PUBLIC FORUM:**

**(No action will be taken by the Council tonight.)**

**PUBLIC HEARINGS/PRESENTATIONS:**

- 1. Joe Thimm – Chisago School District Superintendent (pg. 4)**
- 2. Casey Thiel – Chisago Lakes Soil and Water Conservation District (pg. 5)  
Community Conservationist Award**

**POLICE:**

- 1. Police Commission Minutes (pgs. 6-7)**
- 2. Monthly Report (pgs. 8-11)**

**FIRE DEPARTMENT:**

- 1. Monthly Report (pg. 12)**

### **CONSENT AGENDA:**

1. Board of Appeal & Equalization Minutes April 21, 2014 (pgs. 13-15)
2. City Council Minutes July 17, 2014 (pgs. 16-22)
3. Bills List for Approval (pgs. 23-33)
4. Eileen Ritter Resignation (pg. 34 )
5. Special Event/3.2 Temporary On-Sale Permit Application – St. Bridget’s Block Party (pgs. 35-36)
6. National Heritage Area Resolution & Letter of Support (pgs. 37-38)
7. Revised 2014 Fee Schedule (pgs. 39-42)

### **GENERAL BUSINESS ITEMS:**

1. Anderson Peninsula (pgs. 43-66)
2. Cooperative Agreement – 295<sup>th</sup> Public Water Access Stormwater Improvements (pgs. 67-78)
3. Bull Lake – Non-Motorized Classification (pgs. 79-83)

### **PLANNING BUSINESS:**

1. Update and Review– Flug/Schlumbohm (pgs. 84-85)

### **ENGINEERING BUSINESS:**

1. Engineers Report (pgs. 86-90)
2. Cost Estimates – Akerson Street & Bronson Avenue (pg. 91)

### **COMMISSION/COMMITTEE REPORTS:**

#### **CLJSTC:**

1. Update & Review – Wishy/Flug (pgs. 92-94)

#### **Cable Commission:**

1. Update & Review – Brink (pgs. 95-111)

**EDA:**

1. Update & Review – Carlson/Brink (pgs. 112-114)

**Finance:**

1. Update & Review – Flug/Schlumbohm
2. Monthly Report - Information Only (pgs. 115-117)

**Library:**

1. Update & Review – Wishy/Carlson

**Park Board:**

1. Update & Review –Wishy (pgs. 118-122)

**Public Works:**

1. Update & Review – Wishy/Schlumbohm (verbal)

**DISCUSSION/MISC:**

**CORRESPONDENCE:**

**ADJOURNMENT:**

**CALENDAR REVIEW/UPCOMING DATES:**

September 1	Labor Day, City Hall Closed
September 2	6:30 p.m. Special Council Meeting: 2015 Budget Worksession
September 3	7:00 p.m. Planning Commission
September 8	4:00 p.m. Cable Commission
September 8	7:00 p.m. Park Commission
September 9	7:30 a.m. EDA
September 10	5:00 p.m. Police Commission
September 15	4:00 p.m. CLJSTC
September 18	7:00 p.m. City Council Meeting

## **STAFF REPORT**

**MEETING DATE:** August 21, 2014

**SUBMITTED BY:** City Administrator

**ITEM:** Joe Thimm – Chisago Lakes School District Superintendent

Mr. Thimm requested an opportunity to present the School District's revised Vision.

## **STAFF REPORT**

**MEETING DATE: August 21, 2014**

**SUBMITTED BY: City Administrator**

**ITEM: Community Conservation Award for 2014**

The City was notified by the Chisago County Soil and Water Conservation District that we were awarded the “Community Conservationist Award” for 2014. We are also being recommended for the State Award presented by the Minnesota Association of Soil & Water Conservation Districts.

John – Yesterday the Chisago SWCD Board of Supervisors passed the following motion:

### **2014 MASWCD Awards Program**

Motion by Tollberg and seconded by Mold approve the following as the 2014 nominees for the Minnesota Association of Soil and Water Conservation District (MASWCD) awards:

- Community Conservationist Award: City of Lindstrom
- Outstanding Conservationist Award: Steve and Chris Waddell
- Teacher Award: Eric Telander, Rush City High School Science Teacher

Motion carried.

First of all, thank you for the work you and your council do to protect the water resources of Chisago County. Second of all, congratulations on being chosen by the SWCD as the 2014 Community Conservationists. Third, we will be submitting the attached information to the Minnesota Association of Soil & Water Conservation Districts (MASWCD) to compete for the state award. If you want to take a while to look over the information in the form provided and fill in any information that I may not already know, I will take a stab at an application. When I am done, I will send it to you for review. We’d be happy to come to a council meeting as well to present you guys with the local award. We will know if you receive the state award in December.

Thanks again to you, your staff, and your Council for helping protect and enhance our natural resources.

Casey

*Casey Thiel*

Water Resource Specialist | 651/674-2333

[casey.thiel@mn.nacdnet.net](mailto:casey.thiel@mn.nacdnet.net) | [www.chisagoswcd.org](http://www.chisagoswcd.org)

*“Bringing Conservation to Chisago County”*

## **Police Commission Meeting Minutes**

**Wednesday July 9, 2014**

**Chisago City, City Hall**

**5:00 p.m.**

**Members Present:** Commission Chair Keith Carlson, Commissioners Curt Flug and Bob Gustafson

**Staff:** Lakes Area Police Deputy Chief Schlumbohm, Transcriptionist/CSO Eileena Forsberg

**Others Present:** Chisago City Administrator John Pechman, Lindstrom City Administrator John Olinger, and Lindstrom City Deputy Clerk Administrative Assistant Kathy George

**Absent:** Commissioner Joe Sroga and Lakes Area Police Chief Kevin Stenson

### **I. CALL TO ORDER**

Commissioner Chair Keith Carlson called the meeting to order and led in the Pledge of Allegiance. Note that three of the four Commissioners present.

### **II. CONSIDERATION OF THE AGENDA**

**Additions:** None

**Deletions:** None

Motion was made by Commissioner Gustafson and seconded by Commissioner Flug to approve the Consideration of the Agenda. **MOTION CARRIED UNANIMOUSLY.**

### **III. PUBLIC HEARINGS/PRESENTATIONS – None.**

### **IV. CONSENT AGENDA**

**1. Minutes of June 11, 2014 (pgs. 1-3)**

**2. Bills List (pg. 4)**

**3. Monthly Offense Report (pgs. 5-9)**

Motion was made by Commissioner Gustafson and seconded by Commissioner Flug to approve the Minutes of June 11, 2014, Bills List, and Monthly Offense Report. **MOTION CARRIED UNANIMOUSLY.**

### **BUSINESS ITEMS**

**1.** John Pechman presented with a quick update on the new design. It's pretty close to done. Pechman asked if the Commission would want the design team to come do a presentation or if they just want information. Commission Chair Carlson suggested Pechman get the information, and then it can be decided what to do next. *(Information Only)*

2. A small discussion commenced regarding whether or not it is mandatory to conduct a meeting every month. Is there an acceptable way to pay the monthly bills without the scheduled meeting. Pechman said that he and Olinger are City Managers or Administrators. Their counsels meet once a month and all routine bills are paid. The bills are paid every two weeks like always. There should be at least a meeting every other month as well as at the end of the year. It will be discuss further at the next meeting. Also requested was that the meeting of August 13, 2014, be moved to the first Wednesday of August which is August 6, 2014.

Motion was made by Commissioner Flug and seconded by Commission Gustafson to move the meeting scheduled for August 13, 2014 to August 6, 2014. **MOTION CARRIED UNANIMOUSLY.**

### **CORRESPONDENCE/REPORTS**

None

### **ADJOURNMENT**

Motion was made by Commissioner Gustafson and seconded by Commissioner Flug to adjourn the meeting. **MEETING ADJOURNED.**



## Lakes Area Police Department

### MEMO

To: Police Commission/City Council

From: Kevin Stenson

Re: July 2014 Monthly Report

Date: 8-1-14

CC:

In the month of July there were 405 calls for service. Of the 405 calls for service 58 were Vehicle/Traffic related. Officer responded to 49 medical calls, 15 crashes and 8 assault calls. Several seatbelt violations and Speed violations were issued as Lakes Area Officers continue to participate in Toward Zero deaths traffic Enforcement. There were 4 warrant arrests made. One of those arrests came from a Toward Zero Death traffic stop.

#### **14002594) Suspicious Activity**

**Reported: 07-31-2014 1703**

Complainant reported that her front door was ajar and lights were on inside the house that shouldn't be on. Officers searched house and found it to be clear. Officers cleared.

#### **Addresses Involved**

12627 Mentzer Trl , Lindstrom, MN 55045 USA

#### **Officers Involved**

(Primary) Officer Vanhorn, Chad

#### **(14002583) Identity Theft**

**Reported: 07-30-2014 1501**

Officer dispatched to a residence for a report of identity theft. Officer responded to residence and complainant advised that someone from a different state applied for unemployment benefits in his name and had it mailed to his parents address. Complainant advised that he had contacted the unemployment services and had them decline the money and they advised him that he would need to make a report so it would be documented.

#### **Addresses Involved**

11360 Lakeview Rd , Chisago City, MN 55013 USA

#### **Names Involved**

#### **Officers Involved**

13292 Sylvan Avenue • PO Box 703 • Lindstrom, MN 55045  
Phone: (651) 257-0622 • Fax: (651) 257-8531



(Primary) Officer Kolbow, Jordan

**(14002573) Suicide Threat(s)**

**Reported:** 07-29-2014 0120

Officer dispatched to residence on suicidal threats. Officer advised juvenile female made threats via Facebook of slashing wrists, and not wanting to live. Officers arrived at residence, female was not suicidal, did not have fresh marks on wrists, and believed complainant was upset as female had broken up with him the previous day.

**Addresses Involved**

12815 Newell Ave , Lindstrom, MN 55045 USA

**Names Involved**

(Complainant) Juvenile

**Officers Involved**

(Primary) Officer Varco, Jim

**(14002532) Domestic Assault**

**Reported:** 07-26-2014 1351

Domestic Assault reported. Suspect arrested for strangulation. Victim seen by EMS.

**Addresses Involved**

12520 LAKE BLVD RM3, Lindstrom, MN 55045 USA

**Names Involved**

**Officers Involved**

(Primary) Officer Merchlewitz, Mike  
Officer Kolbow, Jordan

**(14002528) Disturbance**

**Reported:** 07-26-2014 1145

Disturbance at a residence in Lindstrom. Complainant stated that a neighbor swung at him and pushed him after an argument over photos. Suspected neighbor stated he spoke with the complainant but never touched him.

**Addresses Involved**

12970 Marine Ct , Lindstrom, MN 55045 USA

**Names Involved**

(Complainant)

**Officers Involved**

(Primary) Officer Merchlewitz, Mike

Signed in as Terri Taylor.  
Last Login Date: 7/31/2014 2:30:11 PM

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## Part 1 & 2 Reports

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Report Type [All Coded Incidents](#)

Start Date

End Date

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Code	Description	Jul 2014	Total	Avg
		0	0	0
9001	DAR / DAS / DAC	7	7	7
9004	Stop Sign	1	1	1
9005	Speeding	8	8	8
9007	Failure to Yield	1	1	1
9012	Driving Complaint	5	5	5
9015	Semaphore Violation	2	2	2
9034	Civil Actions / Feuds	2	2	2
9056	Reported Drunk Driver	3	3	3
9099	Other Traffic Violation	2	2	2
9100	Parking Complaint	4	4	4
9201	No MN DL	1	1	1
9204	Expired Plate Registration	2	2	2
9219	No Insurance / No Proof	8	8	8
9224	Seat Belt	4	4	4
9226	ATV 3 wheeler complaint	3	3	3
9302	Lost Animal	1	1	1
9303	Lost Property	3	3	3
9312	Found Animals	7	7	7
9313	Found Property	3	3	3
9400	Car Killed Deer	3	3	3
9440	Accident No Injuries 10-50	14	14	14
9450	Hit & Run Property Damage Accident	1	1	1
9560	Animal Complaint All Other	2	2	2
9561	Animal Comp Dog Bite	2	2	2
9562	Dog Complaint	10	10	10
9565	Animal Mistreatment	2	2	2
9600	Fire Other	2	2	2
9606	Fire Vehicle	1	1	1
9611	Fire, No Permit, Ban Violati	2	2	2
9614	Gas Leak	1	1	1
9715	Suicide Threat	2	2	2
9729	Check Welfare	9	9	9
9731	Detox	1	1	1
9734	Medical Ambulance	49	49	49
9735	DOA Dead On Arrival	2	2	2
9740	Mental Cases/ Commitment	1	1	1
9800	Public Assist	23	23	23
9801	Domestic no arrest	1	1	1
9802	Assist Other Agency	19	19	19
9803	Attempt to Locate/ Deliver Message	2	2	2
9804	Juvenile incident	2	2	2

9807	Disturbance, Loud Noise, Music, Shoot,	19	19	19
9809	Suspicious Activity	15	15	15
9811	Handgun Permit to Acquire	5	5	5
9818	Registered Sex Offender	3	3	3
9822	Funeral Escort	2	2	2
9840	Fingerprinting member of public	1	1	1
9841	Records Check	4	4	4
9842	Custody Dispute	2	2	2
9850	Lock outs	12	12	12
9899	Alarm	16	16	16
9911	911 call- Hang Ups	3	3	3
9915	Warrant arrest	4	4	4
9920	Information Only	41	41	41
9921	Order for Protection	2	2	2
9922	Harass restraining order	1	1	1
9930	City Ordinance Violation All Other	1	1	1
AS352	ASLT 5-MS-INFLICT BD HRM-HANDS-ASLT-AC	1	1	1
AS353	ASLT 5-MS-INFL OR ATTEMPT HRM-HANDS-ADL STR	1	1	1
AL341	DOM ASLT-MS-INFLT BODILY HARM-OTH WEAP-AD-FAM	1	1	1
AL351	DOM ASLT-MS-INFLT BODILY HARM-HANDS-AD-FAM	4	4	4
AL401	DOM ASLT-MS-FAIR BODILY HARM-NO WEAPON-AD-FAM	1	1	1
B2764	BURG 2-UNOCC NRES FRC-N-UNK WEAP-COM THEFT	1	1	1
F0070	ARSON-UNK DEG-UNK COND-OT STRU-UNK LOSS	1	1	1
M4113	LIQUOR-MS-MINOR PURCHASE OR ATTEMPT TO PURCHASE	1	1	1
M4140	LIQUOR-UNDERAGE CONSUMPTION 18-21	1	1	1
M5313	JUVENILE-CURFEW	1	1	1
M5350	JUVENILE-RUNAWAY	1	1	1
N0190	DISTURB PEACE-UNK-HARRASSING COMMUNICATIONS	4	4	4
N0310	DISTURBING PEACE-UNK-STALKING-UNKNOWN	3	3	3
N3030	DISTURB PEACE-MS-DISORDERLY CONDUCT	2	2	2
P0110	PROP DAMAGE-UNK LVL-PRIVATE-UNK INTENT	3	3	3
P0120	PROP DAMAGE-UNK LVL-PUBLIC-UNK INTENT	1	1	1
P3110	PROP DAMAGE-MS-PRIVATE-UNK INTENT	1	1	1
P3310	TRESPASS-MS-PRIVATE-UNK INTENT	1	1	1
T0019	THEFT-UNKNOWN LEVEL-FROM PERSON-OTHER PROPERTY	4	4	4
T0999	THEFT-UNK LVL VAL-FRM OTHER-OTH PROP	1	1	1
TS011	THEFT-OVER 5000DLS FE-PERSON-MONEY NEGOTIABLE	1	1	1
TV019	THEFT-501-1000 DLS GM-PERSON-OTHER	1	1	1
TW019	THEFT-500 OR LESS MS-PERSON-OTHER PROPERTY	2	2	2
TW029	THEFT-500 OR LESS MS-BLDG-OTH PROP	4	4	4
TW099	THEFT-500 OR LESS MS-SELF SERVE GAS-GAS ONLY	2	2	2
TW159	THEFT-500 OR LESS MS-MTR VEHICLE-OTH PROP	3	3	3
U0550	FRAUD-UNK-FIN-TRAN-CARD-NO-CONSENT-UNK-LOSS	1	1	1
U0730	THEFT-UNK LVL-IDENTITY THEFT-UNK LOSS	2	2	2
U102G	FRAUD-FE-ISSUE WORTHLESS CHECK-MORE THAN 5000	1	1	1
U301C	THEFT-MS-BY CHECK-251-500	1	1	1
V0021	VEH THEFT-UNK LVL VAL-AUTO	1	1	1
V0081	VEH-UNKNOWN-MS-TAMPER WITH-ENTER-AUTO	2	2	2
VD121	VEH-UNK VAL-UNK LVL-TEMPORARY THEFT-AUTO	1	1	1
Total		405	405	

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# **Lindstrom Fire Department**

## **Monthly Report for July 2014**

**To:** Lindstrom City Council

**From:** Lindstrom Fire Dept.

During the month of July we had two runs, Karl Oskar Day events, two trips to Forest Lake Fire for preparation for the Safety Camp, the Safety Camp in Chisago, and our monthly meeting and drill.

<b><u>Date:</u></b>	<b><u>Location:</u></b>	<b><u>Situation:</u></b>	<b><u>Hours worked:</u></b>
07/09/14	Lindstrom	Drive Queen Candidates around	08
07/12/14	LFD	Karl Oskar Day Clean-Up	67
07/12/14	LFD/Lindstrom	Karl Oskar Day Parade	88
07/25/14	28175 Morgan Ave.	Tree on Power Lines	04
07/25/14	Forest Lake Fire	Pick up equipment for Safety Camp	1.5
07/26/14	HWY 8 & Lincoln Rd.	3 Vehicle Accident	05
07/29/14	Chisago Lakes	Safety Camp	26
07/30/14	Forest Lake Fire	Drop off equipment for Safety Camp	1.5

July Drill meeting we had 21 members attend = 63 hrs.

July Meeting we had 22 members attend= 66 hrs.

July Truck Detail is 5 hours x 4 weeks = 20 hrs

July Station Detail is 4 hours x 4 weeks = 16 hrs.

**Total Volunteer Hours = 366 Running Total = 1693**

Respectfully Submitted By:

**David Paehlke**

Secretary of the Lindstrom Volunteer Fire Department

**MINUTES  
LOCAL BOARD OF APPEAL & EQUALIZATION  
AND REVIEW HEARING  
CITY OF LINDSTROM  
APRIL 21<sup>st</sup>, 2014  
6:00 P.M.**

**CALL TO ORDER:**

**Mayor Carlson called the meeting at 6:00 p.m. A Quorum and trained member of the Board were present.**

**CALL OF ROLL:**

**Those Present:** Mayor Keith Carlson; Council Members Curt Flug, Joe Wishy, Bill Schlumbohm, Sr., AnnMarie Brink; Chisago County Assessors Larry Sandberg and John Keefe

**Others Present:** None

**BOARD OF APPEALS HEARING:**

Mayor Carlson stated this is the Local Board of Appeal and Equalization hearing for the City of Lindstrom. The purpose of this meeting is to address the 2015 Payable Property Taxes and established values fairly with respect to market value. Chisago County Assessors Sandberg and Keefe were present.

Chisago County Assessor Keefe stated everything that is done tonight and the valuations, etc., are mandated by the State of Minnesota. It is the first step in the appeal process. The information and facts are presented regarding market value. An Assessor can revisit the property for re-evaluation. Further appeals would be brought to the Chisago County Board. After that, appeals would go to the Minnesota Tax Court.

The Valuation Card is sent out ahead of the Board of Appeal hearing, and does have phone #'s on it to allow persons to call ahead of time and talk with the Assessor. This meeting is held before a Local Board regarding those cases where they cannot reach a mutual understanding. It is up to the Local Board to mediate or resolve the issues. Assessment Class and the Estimated Market Value used are as of January 2, 2014, and

are the only items the Council/Board can deal with tonight. Comparable sold properties from October 2012 through September of 2013 were used to determine the Values. Everything is about equalization; the Local Board can make changes if they deem them to be appropriate.

Whenever a property sells, there is a Certified Real Estate Value form filed. The Assessors then compare those properties that have sold and the amount they sold for with the comparable properties. The State Department of Revenue does a State Sales Ratio Study. They then calculate the Median Ratio for each district. If the sales are below 90%, then the Assessors must raise the values. If the sales are above 105%, they must lower the values. This is to make sure that all Counties stay in line with respect to market values.

The following recommendations were made by the Assessor's office:

Scott Zitelman, parcel number 15.00219.00. The land is valued at \$68,500. Improvements are valued at \$145,200. Total valuation is \$213,700. No change was made to the valuations.

Brian & Nicole Leritz, parcel number 15.00483.60. The following changes were made:

- Land value stayed the same at \$24,000
- Improvements were changed from \$175,700 to \$168,200
- Total valuation went from \$199,700 to \$192,200

Brent Krautkramer, parcel number 15.00482.07. The following changes were made:

- Land value stayed the same at \$24,000
- Improvements were changed from \$170,300 to \$158,500
- Total valuation went from \$194,300 to \$182,500

Anita Strueber, parcel number 15.00746.35. The following changes were made:

- Land value stayed the same at \$18,000
- Improvements were changed from \$142,300 to \$111,500
- Total valuation went from \$142,300 to \$129,500

Lafayette Partners, LLC, 22 parcels.

Land value went from \$22,000 per lot to \$18,900.

The total change in estimated market value for the City of Lindstrom is a decrease of \$138,300. The total estimated market value for the City is \$328,073,900. The % change in total estimated market value is a decrease of .04%.

**There being no further business or discussion, the meeting adjourned at 6:40 p.m.**

Respectfully,

Kathy George  
Deputy Clerk / Administrative Assistant



**MINUTES**  
**LINDSTROM**  
**CITY COUNCIL MEETING**

**THURSDAY July 17<sup>th</sup>, 2014 7:00 P.M.**

**Lindstrom City Hall  
13292 Sylvan Avenue  
Lindstrom, MN**

**CALL TO ORDER/PLEDGE:**

Mayor Carlson called the meeting to order at 7:00 p.m.

**CALL OF ROLL:**

**Those Present:** Mayor Keith Carlson; Council Members AnnMarie Brink, Joe Wishy, Bill Schlumbohm, Sr., and Curt Flug

**Others Present:** Administrator John Olinger, Denise Martin of Chisago County Press, Attorney Soren Mattick, Engineer John Herdegen, Deputy Clerk Kathy George, Finance Director Kay Mattson, Police Chief Kevin Stenson, Lenny Koch, John Nelson

**CONSIDERATION OF AGENDA:**

**Additions:** None

**Deletions:** None

**Motion by Flug, second by Brink, to approve the agenda as presented.**

**Motion carried 5-0.**

**PUBLIC FORUM:** Mayor Carlson called for public forum; none was received.

**PUBLIC HEARINGS/PRESENTATIONS:** None.

**POLICE:**

1. **Police Commission Minutes** – minutes from the June 11<sup>th</sup>, 2014, meeting were presented.



2. **Monthly Report** – Council Members received the report for the month of June. Karl Oskar Days took place last weekend, and things went generally good. Property owner John Nelson asked about the noise ordinance, as there were 19 incidents noted on the report. Chief Stenson stated that most of these were for loud music, shootings, etc. They could include loud motorcycles and loud jake-breaking. Nelson stated that the noise by the motel has doubled since the Highway 8 split. Chief Stenson explained that in the past the Police Department has issued citations, trying to get the word out. Mayor Carlson reported that the August Police Commission meeting has been rescheduled to August 6<sup>th</sup>.

## **FIRE DEPARTMENT:**

1. **Monthly Report** – the report for June 2014 was provided. The Department responded to two calls: a tree on a power line and a two-vehicle accident. Total volunteer hours for June were 161, with a total year-to-date of 1,327.

## **CONSENT AGENDA:**

1. **City Council Minutes of June 19, 2014**
2. **Bills List for Approval**
3. **Resolution 07-17-14-01 Lake Area Bank Signature Card**
4. **Appointment of Election Judges**

Council Member Wishy stated that he was going to abstain on approval of the bills list because the Public Works Department is hiring contractors and he would like to see a competitive bid process.

Deputy Clerk George provided an updated list of Election Judges.

**Motion by Schlumbohm, second by Brink, to approve the Consent Agenda items. Wishy abstained. Motion carried 4-0.**

## **GENERAL BUSINESS ITEMS:**

### **1. Congregate Dining Site**

City Administrator Olinger reported that the County is seeking support from the community to retain congregate dining in South Chisago County. The dining facility was lost when the Swedish Inn changed hands. The next closest dining site is in North Branch.

**Motion by Brink, second by Wishy, approving the letter of support and Resolution as presented. Motion carried 5-0.**

### **2. Liquor Ordinance Update**

Deputy Clerk George reported that the City of Lindstrom Liquor Ordinance is more restrictive than State Statute when it comes to bonding. City Ordinance, Section 111.46, states:

*Each application for a license must be accompanied by a surety bond or, in lieu thereof, cash or US Government bonds of equivalent market value **as provided in M.S. 340A.412, as it may be amended from time to time.** The surety bond or other security shall be in the sum of \$3,000 for an applicant for each “on-sale” or “on-sale wine” license.*

George stated that this requirement was previously included in Minnesota Statutes, Section 340A.412, Subdivision 1; however, this subdivision was repealed from State Statute in 1989. This requirement is causing a hardship on local businesses. George further inquired whether the Council would like to add a requirement for alcohol serving/selling training in the Ordinance.

City Attorney Mattick concurred that there is no reason to require the bond. He stated that the Council could direct staff not to require the bond for the current renewal period and to work on updating the ordinance.

**A motion was made by Wishy, seconded by Schlumbohm, directing staff not to require the bond for the current renewal period and to present an ordinance update for consideration at the August Council Meeting. Motion carried 5-0.**

### **3. Ditch Mowing**

Administrator Olinger reviewed several areas for discussion. With the completion of the Highway 8 project, new areas of concern have presented themselves. Some of these area used to be mowed by others, some are mowed by the City, and some were previously private property. MN DOT has recently mowed; however, they only make one pass of about 10' wide. The School District is looking into options for their property.

Mayor Carlson asked if the area on Newlander could be weed whipped. This area was filled with rocks, boulders, and riprap and the weeds are growing tall. Olinger stated that the City has resisted trying to maintain outlets into lakes. Some are maintained by individual property owners. Council Member Wishy asked if the Pleasant Hill pond will have an affect on this area, but it was explained that the water doesn't flow in that direction.

Council Member Brink stated that the back 25 to 30 feet of her property is eroding and she is unable to mow it. Engineer Herdegen suggested proceeding with the Pleasant Hill pond and work up from there. Olinger will follow up and look at the Newlander area and at Brink's property. Wishy further stated that small trees left unattended become big problems. He would like to see a more pro-active approach. He noted Beach Park where the trees have grown and now it would be a major job to clear them.

Returning to the discussion on ditch mowing, Olinger recommended that the City mow right-of-way areas and that the City continue to work with MN DOT on a planting program. Perhaps a low maintenance solution can be found for other areas. Consensus of the Council was to proceed with Olinger's recommendations.

### **4. 2015 Budget Workshop**

**A motion was made by Flug, seconded by Brink, setting a Special Council Meeting for Tuesday, September 2, 2014, at 6:30 p.m. for the purpose of holding a 2015 budget workshop. Motion passed 5-0.**

## **PLANNING BUSINESS:**

### **1. Update & Review – Council Members Flug and Schlumbohm**

Minutes from the July 1<sup>st</sup> Planning Commission Meeting were provided. Work continues on the Comprehensive Plan Amendment. More input was gathered from people during Karl Oskar Days. With the resignation of Duke Millington, Mike Klun was appointed Chair, with Jeff Fuge as Vice-Chair.

### **2. Koch Variance**

The Planning Commission held a public hearing on a request for a variance to construct a principal structure within 12' of the ordinary high water (OHW) mark. The property is owned by Leonard Koch and is located at 13880 Newlander Avenue. Koch revised the plans and pulled the proposed structure back from the northern boundary 3' to comply with the 15' flood plain requirement. They also attached the detached accessory garage to the principal structure and moved it north to the 10' required side yard setback.

The variance request is for 5' on the south side of the attached accessory structure, the hardship being the configuration and topography of the lot. The flood plain ordinance requires a 15' filled area extending out from the structure.

The Planning Commission recommends approval of the variance based on the following findings of facts: (1) the structure does not impair an adequate supply of light to adjacent properties; (2) the addition will not increase congestion; (3) it will not increase the danger of fire or endanger the public safety; (4) the neighborhood will be enhanced by a new structure, not diminished; (5) there is no additional strain on the municipal facilities by adding one structure; and (6) the request is not contrary in any way to the spirit and intent of the ordinance.

**A motion was made by Flug, seconded by Wishy, to approve the variance. Motion passed 5-0.**

## **ENGINEERING BUSINESS:**

- 1. Engineer's Report.** Engineer Herdegen reported that the Pleasant Hill pond project has not started yet. The funding agreement went to the County Board for consideration last night; however, Herdegen hasn't heard the outcome.

A permit has been submitted to MN DOT for the installation of two electronic speed signs. Herdegen recommends placing one east bound on Highway 8 after the bridge, and the other one west bound on Highway 8 by Park Avenue, the pedestrian crosswalk. Council Members discussed the proposed locations, with the goal being to slow the traffic in the areas where pedestrians are more likely to be. Once comments are received from MN DOT, the matter will come back to Council for discussion.

Council Member Wishy asked for follow up on last month's discussion on the condition of Akerson and Bronson. Herdegen was asked to look at these streets and provide cost estimates, which can be added to the list of future road projects for consideration at a future time. Herdegen will follow up.

- 2. Channel Pond Update.** Administrator Olinger reported that a meeting took place with MN DOT to discuss the situation. MN DOT has agreed to address erosion concerns, but would like the City to address water issues. Council Members reviewed a proposed letter to MN DOT summarizing the City's plan to address the longer term drainage issues into the North/South Lindstrom Lakes Channel, coming from the Lake Channel Pond below Arby's and the drainage from the Lake Lane area. Olinger stated that Engineer Herdegen is reviewing options and he is communicating with the township. It is unknown whether a solution can be implemented in 2014 – it depends on which option is found to be feasible.

**A motion to approve the proposed letter to MN DOT was made by Flug, seconded by Brink. Motion carried 5-0.**

### **COMMISSION/COMMITTEE REPORTS:**

#### **CLJSTC:**

- 1. Update & Review – Council Members Wishy & Flug.** The next meeting is July 21<sup>st</sup>; therefore, no report was received.

#### **Cable Commission:**

- 1. Update & Review – Council Member Brink.** No meeting was held; therefore, no report was received.

#### **EDA:**

- 1. Update & Review – Council Member Brink & Mayor Carlson.** Brink reported on the July 8<sup>th</sup> EDA meeting. Board membership was discussed, as there is a vacancy to fill. Nancy Hoffman, Chisago County HRA/EDA, shared feedback and survey results from the Business Expansion and Retention Program. The EDA reviewed the 2015 proposed budget. Top priorities in the 5-year plan include the Panel One Company building and Elm Estates. EDA members provided input on their ideas for Lindstrom's 20-year vision.

#### **Finance:**

- 1. Update & Review – Council Members Flug & Schlumbohm.** Flug reported that the committee is working through the 2015 budget process. August 6<sup>th</sup> is the next meeting. Most of the proposed increase in the budget is due to adding a police officer and road improvement projects. All other areas are holding the line.
- 2. Monthly Report - Information Only.** Reports for the month of June were provided – Cash Report, actual and budgeted Expenses and Revenues.

### **Library:**

1. **Update & Review – Council Member Wishy & Mayor Carlson.** Wishy reported on the recent meeting. The door count was 3,912 for the month. The summer reading program has 326 kids registered. Flug reflected on the efforts made to establish the library. Elizabeth Sirek has been hired as the new librarian. She will start July 21<sup>st</sup>. The former librarian is working in the East Central Regional Library office in Cambridge, if anyone would like to get in touch with her. A new phone system has been implemented. Calls will be answered by the second ring – all calls go into a bank and can be answered by any of the ECRL branch librarians. The next meeting is on August 24<sup>th</sup>.

Wishy then discussed the condition of the parking lot. It is in need of sealcoating and striping; however, the Library fund is depleted. Mayor Carlson suggested using the Earl Anderson fund, which is about \$13,000. These funds were donated to support the Lindstrom Library. Engineer Herdegen agreed that sealcoating is needed, if nothing has been done to the parking lot in the past nine years. Wishy will pursue getting updated quotes.

### **Park Board:**

1. **Update & Review – Council Member Wishy.** The minutes from the July 7<sup>th</sup> meeting were provided. Wishy reported that the August meeting will take place in Allemansratt Park. Neighborhood residents will be invited. Sam Klun is pursuing an Eagle Scout project to use color coded trail markers to mark out the trails in Allemansratt Park, to build maps at the main trail intersections, and to post difficulty levels on the maps. Only one quote was received for the covered shelter at Beach Park. The Commission is considering options. Commission members provided their thoughts on the 20-year vision for the City of Lindstrom.

### **Public Works:**

1. **Update & Review – Council Members Wishy & Schlumbohm.** Schlumbohm reported that chip sealing on 295<sup>th</sup> Lane, Morningside Court, Shore of Forrest Ridge, and Morning Sun will cost \$55,252.40. Center line and fog line painting will take place next week. Contractor Blum had extra material available; therefore, 305 feet of paving on the west end of Olinda was done. The crew worked with the Township to replace a culvert on Menser. Gate valves were installed on Norway and Newlander. Pot hole repair is scheduled on 288<sup>th</sup> for next week. The City has an agreement with the Township to share in the maintenance. There was discussion about the condition of this road, as it is narrow and a single point of access to the area, with no room for pedestrians and no shoulders.

### **DISCUSSION/MISC:**

Property owner John Nelson addressed the Council, asking about the process for making changes to City Ordinances. Zoning issues would first go to the Planning Commission. Administrator Olinger stated that the Council is given at least a month to consider changes, with action proposed for the following month – such as with the Liquor Ordinance discussion that took place tonight.

**CORRESPONDENCE:**

No correspondence.

**ADJOURNMENT:**

**Motion by Brink, second by Schlumbohm, to adjourn the meeting. Motion carried unanimously.  
Meeting adjourned at 8:40 p.m.**

Respectfully,

Kathy George  
Deputy Clerk / Administrative Assistant

# Bills for Council Approval

## CITY OF LINDSTROM

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### Disbursements by Batch

Batch Name: DisAug0314

Trans Date	Check Name	Comments	Amount	Account
8/14/2014	Bluhm Construction, Inc.	Emergency Manhole Repair Cedar Ridge	\$1,650.00	E 602-49450-221
8/14/2014	Bluhm Construction, Inc.	SD 6 Ton Blacktop & Hauling	\$396.00	E 421-43121-534
8/14/2014	Bluhm Construction, Inc.	Manhole Repair Broadway	\$1,735.00	E 602-49450-221
8/14/2014	Bluhm Construction, Inc.	Street Overlay 292nd Street	\$9,844.00	E 421-43121-534
8/14/2014	Bluhm Construction, Inc.	Street Repair , Mill & Overlay N Olinda	\$2,280.00	E 421-43121-534
8/14/2014	Bluhm Construction, Inc.	Manhole Repair (2) 295th Street	\$3,150.00	E 602-49450-221
8/14/2014	Bluhm Construction, Inc.	Manhole Repair Peninsula Ave	\$1,795.00	E 602-49450-221
8/14/2014	Bluhm Construction, Inc.	Manhole Repair N Meadow Curve	\$1,750.00	E 602-49450-221
8/14/2014	Bluhm Construction, Inc.	Manhole Repair Neal & Sylvan	\$1,660.00	E 602-49450-221
8/14/2014	CATERPILLAR FINANCIAL SERVICES	SD Payoff of Loader (Caterpillar)	\$184,780.22	E 428-43100-540
8/14/2014	Chisago County Press	Legal Notice Committee Openings	\$36.75	E 101-41130-351
8/14/2014	Chisago County Press	Harmony in Parks Ad	\$144.00	E 238-45200-341
8/14/2014	Chisago County Press	Election Notice	\$58.25	E 101-41410-351
8/14/2014	Chisago County Press	LL Off Advertising	\$228.00	E 699-49770-341
8/14/2014	E & Z TESTING AND REPAIR, INC	Antique Mall Water Issue Resolved	\$570.00	E 601-49401-227
8/14/2014	LINDSTROM FOODS (FD)	FD Training Supplies	\$121.72	E 101-42200-207
8/14/2014	Wally Carlson & Sons, Inc.	FD Fuel	\$200.83	E 101-42200-212
			<u>\$210,399.77</u>	

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### Disbursements by Batch

Batch Name: DisJul0614

Trans Date	Check Name	Comments	Amount	Account
7/18/2014	AFLAC	EE Add'l Ins July '14	\$193.17	G 101-21715
7/18/2014	BERNICK COMPANIES	FD Training Supplies	\$294.95	E 101-42200-207
7/18/2014	CAMPBELL KNUTSON PROFESS. ASSN	Pleasant Hill Project	\$305.00	E 652-43150-304
7/18/2014	CAMPBELL KNUTSON PROFESS. ASSN	Easement	\$28.00	E 602-49450-304
7/18/2014	CAMPBELL KNUTSON PROFESS. ASSN	Tent Agreement w/Lakes Free Church	\$93.00	E 101-41610-304
7/18/2014	CAMPBELL KNUTSON PROFESS. ASSN	Condemnation Issue	\$56.00	E 101-41610-304
7/18/2014	CAMPBELL KNUTSON PROFESS. ASSN	CC Mtg Prep/Followup	\$630.00	E 101-41610-304
7/18/2014	CAMPBELL KNUTSON PROFESS. ASSN	Statue Title Work	\$75.00	E 101-41610-304
7/18/2014	CAMPBELL KNUTSON PROFESS. ASSN	Kane/Rust/LMCIT	\$70.00	E 101-41610-304
7/18/2014	CHISAGO LAKES LIONS CLUB	Olinger Membership Jul-Sep '14	\$55.00	E 101-41320-433
7/18/2014	DAVINA SOWERS	Harmony in Park 8/6/14	\$1,800.00	E 238-45200-315
7/18/2014	MINNESOTA PIPE & EQUIPMENT	Water Meters	\$1,101.16	E 651-49405-391
7/18/2014	MINNESOTA PIPE & EQUIPMENT	Sewer Meters	\$1,101.16	E 653-49455-391
7/18/2014	RONALD MOSSMAN	LM On Sale KOD Extra Help	\$70.00	E 609-49750-307
7/18/2014	SHERYL L. SCHMIDT	Personnel Mtgs Per Diems	\$105.00	E 101-41320-112
7/18/2014	VERIZON WIRELESS	FD Mobile Broadband	\$35.03	E 101-42200-321
7/18/2014	WARNING LITES OF MN, INC.	PW OSHA Supplies	\$323.25	E 101-43100-210
			<u>\$6,335.72</u>	

**CITY OF LINDSTROM**  
**Disbursements by Batch**  
Batch Name: DisAug0214

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Trans Date	Check Name	Comments	Amount	Account
8/12/2014	AFLAC	EE Add'l Ins. Aug '14	\$193.17	G 101-21715
8/12/2014	AIRGAS USA, LLC	FD Gases	\$27.65	E 101-42200-221
8/12/2014	AMARA WINES, LLC	LL Off Sale Wine	\$198.00	E 699-49770-253
8/12/2014	ARROWWOOD RESORT & CONF.CENTER	MnGFOA Annual Conference Lodging	\$86.57	E 601-49400-331
8/12/2014	ARROWWOOD RESORT & CONF.CENTER	MnGFOA Annual Conference Lodging	\$86.57	E 602-49450-331
8/12/2014	ARROWWOOD RESORT & CONF.CENTER	MnGFOA Annual Conference Lodging	\$173.15	E 101-41320-331
8/12/2014	BERNICK COMPANIES	LL Off Sale Beer	\$432.35	E 699-49770-252
8/12/2014	BERNICK COMPANIES	LL Off Sale Soda	-\$0.40	E 699-49770-254
8/12/2014	BP	PW Fuel	\$418.02	E 101-43100-212
8/12/2014	BP	FD Fuel	\$53.03	E 101-42200-212
8/12/2014	CAMPBELL KNUTSON PROFESS. ASSN	CC Meeting/Prep	\$378.00	E 101-41610-304
8/12/2014	CAMPBELL KNUTSON PROFESS. ASSN	Ordinance Research	\$266.00	E 101-41610-304
8/12/2014	CAMPBELL KNUTSON PROFESS. ASSN	July Legal Advice/Review	\$280.00	E 101-41610-304
8/12/2014	CAPITOL BEVERAGE SALES	LL Off Sale Beer	\$292.50	E 699-49770-252
8/12/2014	Chisago Lakes Cable Commission	July Franchise Fees	\$1,771.47	E 101-45176-491
8/12/2014	CITY OF LINDSTROM (LM)	LM On Sale ATM Refill	\$5,000.00	G 609-10300
8/12/2014	CRYSTAL SPRINGS ICE	LL Off Sale Ice	\$1,124.06	E 699-49770-263
8/12/2014	GAVIA, INC.	Annual Remote Backup	\$289.40	E 101-41320-404
8/12/2014	Hohensteins, Inc.	LM On Sale Beer	\$231.15	E 609-49750-252
8/12/2014	Hohensteins, Inc.	LL Off Sale Non-alcoholic	\$35.20	E 699-49770-250
8/12/2014	Hohensteins, Inc.	LL Off Sale Beer	\$1,906.00	E 699-49770-252
8/12/2014	IN CONTROL, INC	Sewer Lifts R & M	\$810.32	E 602-49450-221
8/12/2014	J.J. TAYLOR DIST. OF MN	LL Off Sale Drink Ingrid.	\$80.00	E 699-49770-255
8/12/2014	J.J. TAYLOR DIST. OF MN	LL Off Sale Wine	\$108.00	E 699-49770-253
8/12/2014	J.J. TAYLOR DIST. OF MN	LM On Sale Beer	\$2,407.80	E 609-49750-252
8/12/2014	J.J. TAYLOR DIST. OF MN	LL Off Sale Beer	\$17,769.51	E 699-49770-252
8/12/2014	JOHN OLINGER	Business Lunch Reimb.	\$45.43	E 101-41320-331
8/12/2014	JOHNSON BROTHERS LIQUOR CO.	LL Off Sale Wine	\$4,632.51	E 699-49770-253
8/12/2014	JOHNSON BROTHERS LIQUOR CO.	LL Off Sale Drink Ingrid.	\$93.97	E 699-49770-255
8/12/2014	JOHNSON BROTHERS LIQUOR CO.	LL Off Sale Liquor	\$15,818.47	E 699-49770-251
8/12/2014	LINDSTROM BAKERY	Election Food	\$25.20	E 101-41410-437
8/12/2014	LINDSTROM FOODS	LM On Sale Promotional Supplies	\$59.95	E 609-49750-315
8/12/2014	LINDSTROM WHEELHORSE	Cemetery Mowers R & M	\$51.42	E 101-49010-221
8/12/2014	LINDSTROM WHEELHORSE	Parks Mowers R & M	\$102.84	E 101-45200-228
8/12/2014	MCDONALD DISTRIBUTING CO.	LM On Sale Beer	\$4,352.05	E 609-49750-252
8/12/2014	MCDONALD DISTRIBUTING CO.	LM On Sale Non-alcoholic	\$18.55	E 609-49750-250
8/12/2014	MID CITY INDUSTRIAL LAUNDRY	LL Off Sale Mats	\$143.65	E 699-49770-401
8/12/2014	MIDCONTINENT COMMUNICATIONS	CH Internet	\$65.00	E 101-41320-324
8/12/2014	MIDCONTINENT COMMUNICATIONS	LM On Sale Cable TV	\$89.43	E 609-49750-419
8/12/2014	MIDCONTINENT COMMUNICATIONS	LL Off Sale Internet	\$65.00	E 699-49770-324
8/12/2014	MINNESOTA GFOA	Nordstrom Annual Conference	\$112.50	E 601-49400-331
8/12/2014	MINNESOTA GFOA	Nordstrom Annual Conference	\$112.50	E 602-49450-331
8/12/2014	MINNESOTA GFOA	Mattson Annual Conference	\$225.00	E 101-41320-331
8/12/2014	MN DEPT OF LABOR AND INDUSTRY	Maint. Garage - Pressure Vessel Inspec.	\$10.00	E 101-43100-401
8/12/2014	NEXTEL COMMUNICATIONS	PW Cell Phones	\$85.45	E 101-43100-323
8/12/2014	NEXTEL COMMUNICATIONS	CA/Finance Cell Phone	\$12.20	E 101-41320-321
8/12/2014	NEXTEL COMMUNICATIONS	Water Dept Cell Phones	\$61.04	E 601-49400-321
8/12/2014	NEXTEL COMMUNICATIONS	Parks Cell Phones	\$36.62	E 101-45200-321
8/12/2014	NEXTEL COMMUNICATIONS	Sewer Dept Cell Phones	\$48.83	E 602-49450-321
8/12/2014	NXTEC SALES GROUP INC	PW Safety Supplies	\$194.69	E 101-43100-210
8/12/2014	ORKIN	CH July Service	\$41.87	E 101-41940-401
8/12/2014	ORKIN	CC July Service	\$41.87	E 101-45181-401
8/12/2014	PAUSTIS WINE COMPANY	LL Off Sale Wine	\$1,166.50	E 699-49770-253



**CITY OF LINDSTROM**  
**Disbursements by Batch**  
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Trans Date	Check Name	Comments	Amount	Account
8/12/2014	PHILLIPS WINE & SPIRITS, INC.	LL Off Sale Wine	\$2,046.62	E 699-49770-253
8/12/2014	PHILLIPS WINE & SPIRITS, INC.	LL Off Sale Drink Ingrid.	\$152.36	E 699-49770-255
8/12/2014	PHILLIPS WINE & SPIRITS, INC.	LL Off Sale Liquor	\$6,463.32	E 699-49770-251
8/12/2014	RUSTY JOHNSON	Parks Meeting Per Diem	\$35.00	E 101-45200-212
8/12/2014	SAM'S CLUB	LL Off Sale Store Supplies	\$6.19	E 699-49770-214
8/12/2014	SAM'S CLUB	LM On Sale Office Supplies	\$9.11	E 609-49750-201
8/12/2014	SAM'S CLUB	LL Off Sale Condiments	\$21.90	E 699-49770-262
8/12/2014	SAM'S CLUB	LL Off Sale Building R & M Supplies	\$21.60	E 699-49770-401
8/12/2014	SAM'S CLUB	LM On Sale Drink Ingrid.	\$25.85	E 609-49750-255
8/12/2014	SAM'S CLUB	LM On Sale Soda	\$147.18	E 609-49750-254
8/12/2014	SAM'S CLUB	LM On Sale Promotions	\$7.96	E 609-49750-315
8/12/2014	SAM'S CLUB	LL Off Sale Office Supplies	\$46.72	E 699-49770-201
8/12/2014	SAM'S CLUB	LM On Sale Foodstuffs	\$28.38	E 609-49750-260
8/12/2014	SAM'S CLUB	LM On Sale Cleaning Supplies	\$6.27	E 609-49750-211
8/12/2014	SAM'S CLUB	LM On Sale Building R & M Supplies	\$3.13	E 609-49750-401
8/12/2014	SOUTHERN WINE & SPIRITS OF MN	LL Off Sale Liquor	\$2,292.36	E 699-49770-251
8/12/2014	SOUTHERN WINE & SPIRITS OF MN	LL Off Sale Wine	\$841.50	E 699-49770-253
8/12/2014	The WATSON CO., INC	LL Off Sale Drink Ingrid.	\$121.14	E 699-49770-255
8/12/2014	The WATSON CO., INC	LL Off Sale Condiments	\$434.50	E 699-49770-262
8/12/2014	The WATSON CO., INC	LL Off Sale Store Supplies	\$538.08	E 699-49770-214
8/12/2014	The WATSON CO., INC	LL Off Sale Tobacco	\$24,287.07	E 699-49770-256
8/12/2014	TOP SHELF SUPPLY, INC.	LL Off Sale Store Supplies	\$33.60	E 699-49770-214
8/12/2014	TRUGREEN	Cemetery Lawn Treatment	\$546.00	E 101-49010-225
8/12/2014	TRUGREEN	Parks Lawn Treatment	\$935.00	E 101-45200-225
8/12/2014	VIKING COCA-COLA BOTTLING CO.	LL Off Sale Soda	\$559.85	E 699-49770-254
8/12/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Condiments	\$37.53	E 699-49770-262
8/12/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Drink Ingrid. Credit	-\$12.33	E 699-49770-255
8/12/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Wine	\$467.10	E 699-49770-253
8/12/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Liquor	\$2,047.58	E 699-49770-251
8/12/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Beer	\$147.65	E 699-49770-252
8/12/2014	XCEL ENERGY	Street Lighting	\$3,249.43	E 101-43160-388
			<u>\$107,677.71</u>	

**CITY OF LINDSTROM**  
**Disbursements by Batch**  
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Trans Date	Check Name	Comments	Amount	Account
8/14/2014	Chisago Lakes Sanitation	Arena Refuse	\$144.14	E 615-49850-384
8/14/2014	Lindstrom Hardware	Arena Bldg R & M	\$88.45	E 615-49850-401
8/14/2014	NORTH STAR FLAGS	Arena Flags	\$76.00	E 615-49850-221
8/14/2014	RISE INCORPORATED	Arena Cleaning July 2014	\$40.00	E 615-49850-414
8/14/2014	VERBOUT TAX SERVICES	Arena 2013 Tax Return Prepared	\$1,215.00	E 615-49850-301
			<u>\$1,563.59</u>	

**CITY OF LINDSTROM**  
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Trans Date	Check Name	Comments	Amount	Account
8/6/2014	A-FFORDABLE LAWN CARE	Misc. Mowing	\$487.50	E 652-43150-307
8/6/2014	A-FFORDABLE LAWN CARE	Misc. Mowing	\$3,412.50	E 101-43100-307
8/6/2014	A-FFORDABLE LAWN CARE	Vacant House Mowing- Morning Sun	\$100.00	E 101-42400-343
8/6/2014	ARAMARK	CC Mats/Mops	\$142.45	E 101-45181-401
8/6/2014	ARAMARK	CH Mats	\$71.23	E 101-41940-401
8/6/2014	BACHMAN PHOTOGRAPHY	Statue/Bike Trail Dedication	\$247.00	E 456-45127-580
8/6/2014	BERNICK COMPANIES	LM On Sale Soda	\$680.20	E 609-49750-254
8/6/2014	CARRIE NORDSTROM	Misc. Mileage Reimb.	\$11.48	E 101-41320-331
8/6/2014	CHISAGO HARDWARE	FD - Station Supplies	\$19.99	E 101-42200-210
8/6/2014	Chisago Lakes Sanitation	PW Refuse	\$83.79	E 101-43100-384
8/6/2014	Chisago Lakes Sanitation	Parks Refuse	\$104.74	E 101-45200-384
8/6/2014	Chisago Lakes Sanitation	CH Refuse	\$83.78	E 101-41940-384
8/6/2014	Chisago Lakes Sanitation	CC Refuse	\$146.63	E 101-45181-384
8/6/2014	Chisago Lakes Sanitation	LM On Sale Refuse	\$297.86	E 609-49750-384
8/6/2014	Chisago Lakes Sanitation	LL Off Sale Refuse	\$59.53	E 699-49770-384
8/6/2014	CITY OF LINDSTROM (LM)	LM On Sale ATM Refill	\$6,000.00	G 609-10300
8/6/2014	CLJSTC	GO Bond 2013A - Interest	\$1,978.34	E 602-49450-390
8/6/2014	COMMERCIAL ASPHALT CO.	Streets R & M	\$1,113.01	E 421-43121-534
8/6/2014	DANS TOWING	Towing of Vehicle for Chip Sealing	\$95.00	E 421-43121-534
8/6/2014	DAVE BROWN	Harmony in Park 8/6/14	\$300.00	E 238-45200-315
8/6/2014	DEBBIE ROCHEL	LM On Sale July Cleaning	\$407.07	E 609-49750-414
8/6/2014	E & Z TESTING AND REPAIR, INC	LM On Sale Leaky Valve Repair	\$165.00	E 609-49750-401
8/6/2014	EARL F. ANDERSEN	Street Signs	\$78.89	E 101-43100-226
8/6/2014	EILEEN RITTER	Reimb. Misc Mileage	\$11.76	E 601-49400-331
8/6/2014	EILEEN RITTER	Reimb. Misc. Mileage	\$11.76	E 602-49450-331
8/6/2014	FRANKIE'S MARINE	FD - Screen Printing	\$423.32	E 227-42290-585
8/6/2014	FRONTIER	LM On Sale Internet	\$49.99	E 609-49750-324
8/6/2014	FRONTIER	Fire Hall Internet	\$49.99	E 101-42200-324
8/6/2014	FRONTIER	Maint. Garage Phone	\$62.10	E 101-43100-321
8/6/2014	FRONTIER	Well Phone	\$28.54	E 601-49400-321
8/6/2014	FRONTIER	Fire Hall Phone	\$59.05	E 101-42200-321
8/6/2014	FRONTIER	LL Off Sale Advertising	\$239.20	E 699-49770-341
8/6/2014	FRONTIER	LM On Sale Phone	\$128.45	E 609-49750-321
8/6/2014	FRONTIER	LL Off Sale Phone	\$87.21	E 699-49770-321
8/6/2014	GOLDSTAR PRINTWORKS INC	FD - Shirts	\$36.00	E 227-42290-585
8/6/2014	GOPHER STATE ONE CALL	Water Locates	\$67.48	E 601-49401-227
8/6/2014	GOPHER STATE ONE CALL	Sewer Locates	\$67.47	E 602-49450-221
8/6/2014	INFRATECH	Sewer R & M	\$562.50	E 602-49450-221
8/6/2014	JIMMY'S JOHNNYS	Beach Park Portable	\$70.00	E 101-45200-409
8/6/2014	Keith Carlson	EDA Meeting Per Diem	\$35.00	E 241-49810-112
8/6/2014	LABOR LAW CENTER, INC	State/Fed Compliance Poster	\$37.90	E 101-41320-203
8/6/2014	LAKES AREA POLICE DEPARTMENT	LAPD Cont. Services Aug '14	\$51,490.00	E 101-42100-307
8/6/2014	Lindstrom Hardware	Water R & M Supplies	\$45.64	E 601-49401-227
8/6/2014	Lindstrom Hardware	PW Maint. Garage Computer	\$164.99	E 630-49400-580
8/6/2014	Lindstrom Hardware	PW Maint. Garage Computer	\$164.99	E 631-49450-580
8/6/2014	Lindstrom Hardware	PW Vehicle R & M	\$7.68	E 101-43100-228
8/6/2014	Lindstrom Hardware	Downtown Decoration Supplies	\$128.80	E 101-45208-436
8/6/2014	Lindstrom Hardware	CA Office Supplies	\$3.98	E 101-41320-201
8/6/2014	Lindstrom Hardware	Parks - Weed Control	\$49.48	E 101-45200-225
8/6/2014	Lindstrom Hardware	Cemetery - Weed Control	\$16.50	E 101-49010-225
8/6/2014	Lindstrom Hardware	PW Maint. Garage Computer	\$165.00	E 403-43100-580
8/6/2014	Lindstrom Hardware	Hanging Flowers Supplies	\$21.49	E 101-45208-437
8/6/2014	Lindstrom Hardware	PW Shop Supplies	\$108.55	E 101-43100-215

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8/6/2014	Lindstrom Hardware	Park Equipment R & M	\$136.65	E 101-45200-404
8/6/2014	MY ALARM CENTER	LL Off Sale Security 8/1-10/31/14	\$93.59	E 699-49770-317
8/6/2014	NATIONWIDE RETIREMENT SOLUTION	EE DCP 8/8/14 PR	\$653.60	G 101-21705
8/6/2014	NATIONWIDE RETIREMENT SOLUTION	LAPD DCP 8/8/14 PR	\$130.00	G 101-21713
8/6/2014	NXKEM PRODUCTS	PW Shop Supplie	\$335.59	E 101-43100-215
8/6/2014	NXTEC SALES GROUP INC	PW Shop Supplies	\$66.05	E 101-43100-215
8/6/2014	Olson's Heating and Air Con.	LM On Sale Thermostat	\$280.00	E 609-49750-401
8/6/2014	Olson's Heating and Air Con.	LL Off Sale Ice Machine Cleaning	\$320.00	E 699-49770-404
8/6/2014	Olsons Sewer Service, Inc	Gate Valve Repair	\$3,564.60	E 601-49401-227
8/6/2014	PETERSON REPAIR & TOWING	FD - Vehicle R & M	\$867.47	E 101-42200-228
8/6/2014	QUILL CORPORATION	K. George Notary Stamp	\$24.99	E 101-41320-201
8/6/2014	QUILL CORPORATION	LL Off Sale Phone	\$74.80	E 699-49770-201
8/6/2014	QUILL CORPORATION	LL Off Sale Time Clock & Supplies	\$332.33	E 699-49770-201
8/6/2014	Schmidt Oil Company	FD Vehicle R & M	\$32.42	E 101-42200-228
8/6/2014	SSZ DISTRIBUTING INC.	LM On Sale Pizza	\$443.70	E 609-49750-260
8/6/2014	TODD BJORKMAN	FD - KOD Candy	\$398.72	E 101-42200-437
8/6/2014	VOLUNTEER FIREFIGHTERS BENEFIT	FD Annual Membership	\$161.00	E 101-42200-433
8/6/2014	Wally Carlson & Sons, Inc.	Administrator Vehicle Fuel	\$87.85	E 101-41940-212
8/6/2014	Wally Carlson & Sons, Inc.	PW Fuel	\$1,507.99	E 101-43100-212
			<u>\$79,992.16</u>	

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7/17/2014	MN DEPT OF EMPLOYMENT &	Barnes Unemp. Ins. 2nd Qtr. 2014	\$1,661.40	E 101-42400-142
7/17/2014	MN DEPT OF EMPLOYMENT &	Barnes Unemp. Ins. 2nd Qtr. 2014	\$3,876.60	E 101-41320-142
			<u>\$5,538.00</u>	

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7/29/2014	ADVANCE HEATING A/C & REFRIG.	LL Off AC Unit Repaired	\$280.50	E 699-49770-401
7/29/2014	A-FFORDABLE LAWN CARE	Mowing by Highway 8	\$1,312.50	E 101-43100-307
7/29/2014	A-FFORDABLE LAWN CARE	Mowing by Holding Ponds	\$187.50	E 652-43150-307
7/29/2014	A-FFORDABLE LAWN CARE	Mowing/Code Enforcement	\$285.00	E 101-42400-343
7/29/2014	AMERICAN BOTTLING COMPANY, INC	LL Off Soda	\$254.06	E 699-49770-254
7/29/2014	BERNICK COMPANIES	LL Off Beer	\$215.76	E 699-49770-252
7/29/2014	BERNICK COMPANIES	LL Off Soda	\$72.57	E 699-49770-254
7/29/2014	BERNICK COMPANIES	LL Off Soda	\$376.70	E 699-49770-254
7/29/2014	CENTRAL PENSION FUND SOURCE A	EE Pension July 2014	\$828.00	G 101-21719
7/29/2014	Chisago County Recorder	Record CUP 15-00747-75 Struve	\$46.00	E 101-41910-442
7/29/2014	Chisago County Recorder	Record Variance 15-00134-00 Koch	\$46.00	E 101-41910-442
7/29/2014	CITY OF LINDSTROM (LM)	LM On ATM Refill	\$4,000.00	G 609-10300
7/30/2014	CLJSTC	GO Sewer Revenue Bonds 2004	\$230.79	E 602-49450-390
7/30/2014	CLJSTC	GO Sewer Revenue Bonds 2004 Principal	\$9,318.00	E 602-49450-390
7/29/2014	DAVE BROWN	Harmony in Park Sound Production 7/30/14	\$200.00	E 238-45200-315
7/29/2014	GARY GERKE	Lions Shelter Electrical Repairs	\$12.82	E 101-45200-404
7/29/2014	GAVIA, INC.	CA Computer Repaired	\$100.00	E 101-41320-208
7/29/2014	GUIDANCE HOMES INC	Escrow Returned 31085 Magnolia Ridgeway	\$3,000.00	E 873-49950-810
7/29/2014	ISG INFRASYS	FD Thermal Imager (Budgeted)	\$5,223.00	E 402-49820-580
7/29/2014	JIMMY'S JOHNNYS	Compost Site Portable Toilet	\$75.00	E 603-49530-409
7/29/2014	JIMMY'S JOHNNYS	Parks Portable Toilets	\$705.00	E 101-45200-409
7/29/2014	JOSEPH M. PALLA	Snow Removal Damaged Trees Replaced	\$84.02	E 101-43100-407
7/29/2014	LAKES AREA POLICE DEPARTMENT	LAPD Court Fines June 2014	\$895.94	G 101-21713
7/29/2014	LINDSTROM THRIFTY WHITE	Parks Foam Board/Index Cards	\$37.45	E 406-45200-341
7/29/2014	MINNESOTA PIPE & EQUIPMENT	SD Gate Valve Parts	\$2,356.29	E 601-49401-227
7/29/2014	MINNESOTA PIPE & EQUIPMENT	Water R & M	\$697.95	E 601-49401-227
7/29/2014	NCPERS MINNESOTA	EE Addl Life Ins Aug 2014	\$16.00	G 101-21717
7/29/2014	PROGRESSIVE ARCHITECTURE	LM On Renovation	\$2,500.00	E 609-49750-580
7/29/2014	QUILL CORPORATION	CA Office Supplies	\$17.99	E 101-41320-201
7/29/2014	SHEILA COVERT	Harmony In Parks Music 8/13/2014	\$1,100.00	E 238-45200-315
7/29/2014	TERRY KEESEE	Harmony in Park Entertainment 7/30/14	\$1,000.00	E 238-45200-315
7/29/2014	XCEL ENERGY	Flow Meter Electric	\$336.88	E 602-49450-381
7/29/2014	XCEL ENERGY	Well Pumps Gas	\$28.65	E 601-49400-383
7/29/2014	XCEL ENERGY	Wells Electric	\$2,225.19	E 601-49400-381
7/29/2014	XCEL ENERGY	LL Off Gas	\$35.64	E 699-49770-383
7/29/2014	XCEL ENERGY	LL Off Electric	\$1,581.19	E 699-49770-381
7/29/2014	XCEL ENERGY	LM On Gas	\$34.91	E 609-49750-383
7/29/2014	XCEL ENERGY	LM On Electric	\$1,217.04	E 609-49750-381
7/29/2014	XCEL ENERGY	FD Gas	\$36.00	E 101-42200-383
7/29/2014	XCEL ENERGY	Chamber Bldg Gas	\$28.00	E 101-45178-383
7/29/2014	XCEL ENERGY	Chamber Bldg Electric	\$189.94	E 101-45178-381
7/29/2014	XCEL ENERGY	FD Electric	\$312.70	E 101-42200-381
7/29/2014	XCEL ENERGY	Comm Center Gas	\$12.80	E 101-45181-383
7/29/2014	XCEL ENERGY	Downtown Seasonal Electric	\$35.12	E 101-45175-381
7/29/2014	XCEL ENERGY	Traffic Lights Electric	\$446.99	E 101-43160-388
7/29/2014	XCEL ENERGY	SD Gas	\$32.66	E 101-43100-383
7/29/2014	XCEL ENERGY	SD Electric	\$69.18	E 101-43100-381
7/29/2014	XCEL ENERGY	CH Electric	\$435.78	E 101-41940-381
7/29/2014	XCEL ENERGY	Lift Station Gas	\$68.24	E 602-49450-383
7/29/2014	XCEL ENERGY	Lift Stations Electric	\$887.49	E 602-49450-381
7/29/2014	XCEL ENERGY	Comm Center Electric	\$290.52	E 101-45181-381
7/29/2014	XCEL ENERGY	CH Gas	\$19.20	E 101-41940-383
7/29/2014	XCEL ENERGY	Parks Bandshell Electric	\$110.07	E 101-45200-381

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7/29/2014	XCEL ENERGY	Vets Memorial Electric	\$10.00	E 872-45000-580
			\$43,919.03	

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8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$346.42	G 601-21703
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$1,276.85	G 101-21701
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$206.20	G 601-21701
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$149.30	G 602-21701
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$445.04	G 609-21701
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$9.91	G 652-21701
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$2,325.00	G 101-21703
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$242.04	G 602-21703
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$59.44	G 603-21703
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$15.92	G 652-21703
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$1,032.72	G 699-21703
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$801.32	G 609-21703
8/8/2014	EFTPS	Fed & FICA W/H 8/8/14	\$378.90	G 699-21701
8/8/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 8/8/14 PR	\$90.11	G 601-21702
8/8/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 8/8/14 PR	\$618.77	G 101-21702
8/8/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 8/8/14 PR	\$64.56	G 602-21702
8/8/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 8/8/14 PR	\$197.61	G 609-21702
8/8/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 8/8/14 PR	\$4.17	G 652-21702
8/8/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 8/8/14 PR	\$218.57	G 699-21702
8/8/2014	PERA	PERA W/H 8/8/14 PR	\$218.50	G 602-21704
8/8/2014	PERA	PERA W/H 8/8/14 PR	\$589.55	G 609-21704
8/8/2014	PERA	PERA W/H 8/8/14 PR	\$317.71	G 601-21704
8/8/2014	PERA	PERA W/H 8/8/14 PR	\$1,488.35	G 101-21704
8/8/2014	PERA	PERA W/H 8/8/14 PR	\$997.51	G 699-21704
8/8/2014	PERA	PERA W/H 8/8/14 PR	\$15.70	G 652-21704
			\$12,110.17	

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7/23/2014	A-FFORDABLE LAWN CARE	Grave Opening	\$150.00	E 101-49010-412
7/23/2014	APPLEWOOD NURSERY & LANDSCAPE	Maint Garage - Plants	\$66.66	E 101-43100-401
7/23/2014	BELLBOY CORPORATION	LL Off Sale Liquor	\$2,903.45	E 699-49770-251
7/23/2014	BELLBOY CORPORATION	LL Off Sale Drink Ingrid.	\$938.29	E 699-49770-255
7/23/2014	BERNICK COMPANIES	LL Off Sale Beer	\$179.90	E 699-49770-252
7/23/2014	BERNICK COMPANIES	LL Off Sale Soda	\$10.40	E 699-49770-254
7/23/2014	Bluhm Construction, Inc.	Water Break Repair	\$975.00	E 601-49401-227
7/23/2014	Bluhm Construction, Inc.	Streets R & M	\$300.00	E 421-43121-534
7/23/2014	BREANNA ARONSON	LM On Sale Meat Raffle Sales	\$64.00	E 609-49750-307
7/23/2014	BRINK'S MARKET	LM On Sale Drink Ingrid.	\$19.82	E 609-49750-255
7/23/2014	CITY OF LINDSTROM (LM)	LM On Sale ATM Refill	\$6,000.00	G 609-10300
7/23/2014	CLJSTC	Treatment Charges May '14	\$42,148.65	E 602-49450-392
7/23/2014	CLJSTC	Treatment Charges June '14	\$44,157.90	E 602-49450-392
7/23/2014	COMMERCIAL ASPHALT CO.	Streets R & M	\$770.38	E 421-43121-534
7/23/2014	Dahlheimer Beverage	LM On Sale Beer	\$267.70	E 609-49750-252
7/23/2014	DELTA DENTAL OF MINNESOTA	EE Dental Ins Aug '14	\$326.30	G 101-21716
7/23/2014	EHLERS AND ASSOCIATES, INC.	TIF Reporting Consulting	\$34.16	E 381-49050-301
7/23/2014	EHLERS AND ASSOCIATES, INC.	TIF Reporting Consulting	\$34.17	E 380-49050-301
7/23/2014	EHLERS AND ASSOCIATES, INC.	TIF Reporting Consulting	\$34.17	E 377-49050-301
7/23/2014	EXTREME BEVERAGE, LLC	LL Off Sale Soda	\$380.00	E 699-49770-254
7/23/2014	FLAT EARTH BREWING COMPANY	LL Off Sale Beer	\$136.50	E 699-49770-252
7/23/2014	INT'L UNION OF OPER ENGINEERS	PW Union Dues Jul '14	\$99.00	G 101-21707
7/23/2014	ITRON, INC.	Sewer Meter Reading Support	\$828.26	E 602-49450-309
7/23/2014	ITRON, INC.	Water Meter Reading Support	\$828.26	E 601-49400-309
7/23/2014	JOHNSON BROTHERS LIQUOR CO.	LL Off Sale Wine	\$6,535.89	E 699-49770-253
7/23/2014	JOHNSON BROTHERS LIQUOR CO.	LL Off Sale Liquor	\$32,360.68	E 699-49770-251
7/23/2014	JOHNSON BROTHERS LIQUOR CO.	LL Off Sale Drink Ingrid.	\$299.01	E 699-49770-255
7/23/2014	MARCO, INC.	LL Off Sale Copier Use	\$16.59	E 699-49770-404
7/23/2014	MARCO, INC.	CH/CA Copier Use	\$186.58	E 101-41940-404
7/23/2014	MARCO, INC.	Water Dept Copier Use	\$33.17	E 601-49400-404
7/23/2014	MARCO, INC.	CC Copier Use	\$70.48	E 101-41110-404
7/23/2014	MARCO, INC.	LM ON Sale Copier Use	\$16.59	E 609-49750-404
7/23/2014	MARCO, INC.	PC Copier Use	\$41.46	E 101-41910-404
7/23/2014	MARCO, INC.	Parks Copier Use	\$16.59	E 101-45200-404
7/23/2014	MARCO, INC.	Sewer Dept Copier Use	\$33.17	E 602-49450-404
7/23/2014	MCDONALD DISTRIBUTING CO	LL Off Sale Beer	\$59,264.80	E 699-49770-252
7/23/2014	MCDONALD DISTRIBUTING CO	LL Off Sale Soda	\$68.00	E 699-49770-254
7/23/2014	MCDONALD DISTRIBUTING CO	LL Off Sale Non-alcoholic	\$353.70	E 699-49770-250
7/23/2014	Minnesota Life	Life Ins Aug '14	\$57.40	G 101-21714
7/23/2014	MSA PROFESSIONAL SVCS, INC	Eng. Holmquist Bldg Demo.	\$142.50	E 456-43122-303
7/23/2014	MSA PROFESSIONAL SVCS, INC	Pleasant Hill Stormwater Eng.	\$1,350.00	E 652-43150-303
7/23/2014	MSA PROFESSIONAL SVCS, INC	Misc. Engineer Consulting	\$317.50	E 101-43050-303
7/23/2014	MSA PROFESSIONAL SVCS, INC	CC Meeting & Prep	\$95.00	E 101-43050-303
7/23/2014	MSA PROFESSIONAL SVCS, INC	Eng. Consulting Elec. Speed Signs	\$227.50	E 456-49800-303
7/23/2014	MVTL LABORATORIES	Water Testing	\$38.00	E 601-49400-314
7/23/2014	MVTL LABORATORIES	Water Testing	\$97.00	E 601-49400-314
7/23/2014	NATIONWIDE RETIREMENT SOLUTION	LAPD DCP 7/25/14 PR	\$130.00	G 101-21713
7/23/2014	NATIONWIDE RETIREMENT SOLUTION	EE DCP 7/25/14 PR	\$653.60	G 101-21705
7/23/2014	PHILLIPS WINE & SPIRITS, INC.	LL Off Sale Liquor	\$2,911.80	E 699-49770-251
7/23/2014	PHILLIPS WINE & SPIRITS, INC.	LL Off Sale Wine	\$1,097.22	E 699-49770-253
7/23/2014	SENTRY SYSTEMS INC.	LM On Sale Security Aug - oct '14	\$83.36	E 609-49750-401
7/23/2014	SOUTHERN WINE & SPIRITS OF MN	LL Off Sale Wine	\$766.20	E 699-49770-253
7/23/2014	SOUTHERN WINE & SPIRITS OF MN	LL Off Sale Liquor	\$5,558.41	E 699-49770-251



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7/23/2014	SSZ DISTRIBUTING INC.	LM On Sale Foodstuffs	\$119.50	E 609-49750-260
7/23/2014	ST CROIX RECREATION CO, INC	Parks - Wood Chips	\$2,350.00	E 423-45220-239
7/23/2014	VERIZON WIRELESS	Administrator Cell Phone	\$50.41	E 101-41320-321
7/23/2014	VETERANS DAY ORGANIZATION BOOK	LL Off Sale Advertising	\$160.00	E 699-49770-341
7/23/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Beer	\$138.45	E 699-49770-252
7/23/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Wine	\$104.00	E 699-49770-253
7/23/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Drink Ingrid.	\$141.76	E 699-49770-255
7/23/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Liquor	\$10,163.47	E 699-49770-251
7/24/2014	WOLFE COMMUNICATIONS	FD Radios/Pagers	\$340.53	E 101-42200-580
			<u>\$228,043.29</u>	

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7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$409.04	G 601-21703
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$1,347.28	G 101-21701
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$247.47	G 601-21701
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$160.90	G 602-21701
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$523.82	G 609-21701
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$10.86	G 652-21701
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$2,383.68	G 101-21703
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$263.88	G 602-21703
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$19.82	G 603-21703
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$16.38	G 652-21703
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$1,065.34	G 699-21703
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$929.80	G 609-21703
7/25/2014	EFTPS	Fed & FICA W/H 7/25/14 PR	\$372.38	G 699-21701
7/25/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 7/25/14 PR	\$108.00	G 601-21702
7/25/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 7/25/14 PR	\$643.58	G 101-21702
7/25/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 7/25/14 PR	\$70.27	G 602-21702
7/25/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 7/25/14 PR	\$240.19	G 609-21702
7/25/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 7/25/14 PR	\$4.52	G 652-21702
7/25/2014	MN DEPARTMENT OF REVENUE	State of MN W/H 7/25/14 PR	\$221.03	G 699-21702
7/25/2014	PERA	PERA W/H 7/25/14 PR	\$240.33	G 602-21704
7/25/2014	PERA	PERA W/H 7/25/14 PR	\$639.10	G 609-21704
7/25/2014	PERA	PERA W/H 7/25/14 PR	\$377.73	G 601-21704
7/25/2014	PERA	PERA W/H 7/25/14 PR	\$1,510.44	G 101-21704
7/25/2014	PERA	PERA W/H 7/25/14 PR	\$1,035.80	G 699-21704
7/25/2014	PERA	PERA W/H 7/25/14 PR	\$15.77	G 652-21704
			<u>\$12,857.41</u>	

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7/15/2014	AIRGAS USA, LLC	FD Gases	\$26.90	E 101-42200-221
7/15/2014	AMARA WINES, LLC	LL Off Sale Wine	\$200.04	E 699-49770-253
7/15/2014	AMERICAN BOTTLING COMPANY, INC	LL Off Sale Soda	\$252.73	E 699-49770-254
7/15/2014	ARAMARK	CH Mats	\$71.23	E 101-41940-401
7/15/2014	ARAMARK	CC Mats/Mops	\$142.45	E 101-45181-401
7/15/2014	ARTISAN BEER COMPANY	LL Off Sale Beer	\$41.25	E 699-49770-252
7/15/2014	ASET SUPPLY AND PAPER, INC	Parks - Paper Products	\$3.08	E 101-45200-211
7/15/2014	ASET SUPPLY AND PAPER, INC	Parks Trash Bags	\$186.92	E 101-45200-211
7/15/2014	ASET SUPPLY AND PAPER, INC	Parks Cleaning Supplies	\$0.59	E 101-45200-211
7/15/2014	ASET SUPPLY AND PAPER, INC	CC Cleaning Supplies	\$14.75	E 101-45181-211
7/15/2014	ASET SUPPLY AND PAPER, INC	Maint. Garage Paper Products	\$15.38	E 101-43100-211
7/15/2014	ASET SUPPLY AND PAPER, INC	CH Paper Products	\$43.06	E 101-41940-211
7/15/2014	ASET SUPPLY AND PAPER, INC	CC Paper Products	\$92.28	E 101-45181-211
7/15/2014	ASET SUPPLY AND PAPER, INC	CH Cleaning Supplies	\$14.16	E 101-41940-211
7/15/2014	Bluhm Construction, Inc.	Olinda Overlay	\$5,875.00	E 421-43121-534
7/15/2014	Bluhm Construction, Inc.	Street R & M - Hauling Asphalt	\$212.50	E 421-43121-534
7/15/2014	BP	PW Fuel	\$638.51	E 101-43100-212
7/15/2014	BRINK'S MARKET	FD - Training Supplies	\$393.13	E 101-42200-207
7/15/2014	CHISAGO COUNTY ENVIRONMENTAL	2nd Qtr Inspections Prior to Contract	\$1,034.00	E 101-42400-310
7/15/2014	CHISAGO LAKES ACHIEVEMENT	CC Cleaning June '14	\$83.16	E 101-45181-414
7/15/2014	Chisago Lakes Cable Commission	June '14 Franchise Fees	\$1,764.03	E 101-45176-491
7/15/2014	CITY OF LINDSTROM (LM)	LM On Sale ATM Refund	\$4,000.00	G 609-10300
7/15/2014	CLJSTC	2004 GO Sewer Note Interest	\$22,742.65	E 602-49450-390
7/15/2014	CLJSTC	2004 GO Sewer Note Principal	\$165,643.98	E 602-49450-390
7/15/2014	DAHLHEIMER BEVERAGE, LLC	LL Off Sale Beer	\$20,190.45	E 699-49770-252
7/15/2014	DAHLHEIMER BEVERAGE, LLC	LL Off Sale Non-alcoholic	\$98.35	E 699-49770-250
7/15/2014	DAHLHEIMER BEVERAGE, LLC	LL Off Sale Soda	\$685.00	E 699-49770-254
7/15/2014	FRONTIER	Maint. Garage Internet	\$88.14	E 101-43100-324
7/15/2014	GARY GERKE	Reimb Lion's Shelter Elec. Supplies	\$72.16	E 101-45200-404
7/15/2014	HEALTHPARTNERS	Health Ins. Aug '14	\$11,910.70	G 101-21706
7/15/2014	J.J. TAYLOR DIST. OF MN	LL Off Sale Non-alcoholic	\$12.75	E 699-49770-250
7/15/2014	J.J. TAYLOR DIST. OF MN	LL Off Sale Beer	\$9,260.88	E 699-49770-252
7/15/2014	JOHN & PAM ANDERSON	TIF Payment per Agreement	\$5,008.51	E 378-49050-600
7/15/2014	LOUIS R. CAMPBELL, JR.	Clothing Reimb.	\$70.00	E 101-43100-217
7/15/2014	LYNETTE M. ELMER KOALSKA	Website Hosting/Updating	\$223.35	E 101-41320-205
7/15/2014	MALCHOW CLEANING SERVICE	CH Cleaning June '14	\$500.00	E 101-41940-414
7/15/2014	MARCO	K. George Alchemy Support	\$40.00	E 101-41320-208
7/15/2014	MIDCONTINENT COMMUNICATIONS	II Off Sale Internet	\$65.00	E 699-49770-324
7/15/2014	MIDCONTINENT COMMUNICATIONS	LM On Sale Cable TV	\$89.43	E 609-49750-419
7/15/2014	MIDCONTINENT COMMUNICATIONS	CH Internet	\$65.00	E 101-41320-324
7/15/2014	Minnesota Rural Water Ass'n	Annual Membership Dues	\$225.00	E 601-49400-433
7/15/2014	MORAN USA, LLC	LL Off Sale Store Supplies	\$280.97	E 699-49770-214
7/15/2014	MOULDY FIGS	Harmony in Park Music	\$900.00	E 238-45200-315
7/15/2014	Needham Distributing Company	LL Off Sale Drink Ingrid.	\$44.00	E 699-49770-255
7/15/2014	Needham Distributing Company	LL Off Sale Non-alcoholic	\$62.60	E 699-49770-250
7/15/2014	Needham Distributing Company	LL Off Sale Beer	\$4,502.35	E 699-49770-252
7/15/2014	NORTHERN VINEYARDS	LL Off Sale Wine	\$306.00	E 699-49770-253
7/15/2014	PEARSON BROS., INC	Streets Seal Coating	\$55,252.40	E 421-43121-534
7/15/2014	PHILLIPS WINE & SPIRITS, INC.	LL Off Sale Wine	\$543.37	E 699-49770-253
7/15/2014	PHILLIPS WINE & SPIRITS, INC.	LL Off Sale Liquor	\$5,760.92	E 699-49770-251
7/15/2014	PRINTING EXPRESS	EDA Adv. Bldgs for Sale	\$6.83	E 241-49810-341
7/15/2014	RUSTY JOHNSON	Parks Meetings Per Diem	\$35.00	E 101-45200-112
7/15/2014	SOGARD ELECTRIC, INC.	Parks Equip. R & M Parts	\$217.00	E 101-45200-404



**CITY OF LINDSTROM**  
**Disbursements by Batch**  
Batch Name: DisJul0514

07/15/14 4:08 PM  
Page 2

Trans Date	Check Name	Comments	Amount	Account
7/15/2014	SOGARD ELECTRIC, INC.	Sewer Lifts R & M	\$340.00	E 602-49450-221
7/15/2014	SOUTHERN WINE & SPIRITS OF MN	LL Off Sale Liquor	\$3,009.24	E 699-49770-251
7/15/2014	SOUTHERN WINE & SPIRITS OF MN	LL Off Sale Wine	\$237.70	E 699-49770-253
7/15/2014	The WATSON CO., INC	LL Off Sale Soda	\$65.88	E 699-49770-254
7/15/2014	The WATSON CO., INC	LL Off Sale Bldg R & M	\$6.24	E 699-49770-401
7/15/2014	The WATSON CO., INC	LL Off Sale Condiments	\$485.00	E 699-49770-262
7/15/2014	The WATSON CO., INC	LL Off Sale Store Supplies	\$484.38	E 699-49770-214
7/15/2014	The WATSON CO., INC	LL Off Sale Tobacco	\$17,636.54	E 699-49770-256
7/15/2014	Total Register Systems	LL Off Sale Office Supplies	\$65.25	E 699-49770-201
7/15/2014	WINE HAVEN	LL Off Sale Wine	\$1,225.25	E 699-49770-253
7/15/2014	Winnick Supply, Inc.	Stormwater R & M	\$296.40	E 652-43150-387
7/15/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Liquor	\$5,845.18	E 699-49770-251
7/15/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Drink Ingrid.	\$64.17	E 699-49770-255
7/15/2014	WIRTZ BEVERAGE MINNESOTA	LL Off Sale Condiments	\$28.56	E 699-49770-262
7/15/2014	XCEL ENERGY	Street Lighting	\$3,017.89	E 101-43160-388
			\$352,815.62	

Eileen Ritter  
33826 Grand Ave.  
Stacy, MN 55079

August 8th, 2014

To: City of Lindstrom  
Attn: Kay Mattson,  
Finance Director  
13292 Sylvan Ave.  
Lindstrom, MN 55045

Dear Kay;

*I would like to inform you that I am resigning from my position as Account Tech/Office Assistant for the City of Lindstrom effective September 5th, 2014. Although I have very much enjoyed my time with the City, it is time for me to move on and take my endeavors in a new direction.*

*Please accept my deepest gratitude for all you and your fellow colleagues have done for me during my time here. The assistance you've provided me with and the insight you've shared is invaluable to me. I have learned so much while working for you. I will forever remember my time here.*

Sincerely,



Eileen Ritter  
Acct Tech/Office Asst.

City of Lindstrom

13292 Sylvan Avenue, Lindstrom, MN 55045 (651) 257-0620 Fax (651) 257-0623

Special Event Permit Application - \$25.00

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF ORGANIZATION: St. Bridget of Sweden

APPLICANT NAME: \_\_\_\_\_

ADDRESS: 13060 Lake Blvd. CITY: Lindstrom STATE: MN ZIP: 55045

DAYTIME PHONE: (651) 257-2474 EVE. PHONE: ( ) \_\_\_\_\_ CELL OR FAX: (651) 257-1498

MANAGER ON SITE DAY OF EVENT: Karl Kornowski PAGER/CELL: (612) 703-7570  
Any change in the above information, please notify City Hall. Event may trigger additional License requirements.

SPECIAL EVENT INFORMATION

☐ RUN/WALK ☐ RALLY ☐ PARADE ☐ WEDDING CEREMONY/PHOTOS  
☐ FAIR ☐ CONCERT ☐ PICNIC ☐ OTHER (Specify) \_\_\_\_\_

EVENT TITLE: Block Party

EVENT DATE(S): 9/6/14 - 9/7/14 ESTIMATED ATTENDANCE \_\_\_\_\_

LOCATION: St. Bridget of Sweden AREA OR PARK Parking lot

HOURS OF EVENT: 10 AM/PM TO 10 AM/PM SET UP TIMES \_\_\_\_\_ AM/PM TO \_\_\_\_\_ AM/PM

TAKE DOWN TIME: \_\_\_\_\_ AM/PM TO \_\_\_\_\_ AM/PM DESCRIPTION OF EVENT SET UP: \_\_\_\_\_

ALCOHOL/FOOD SERVED: ☒ YES ☐ NO ALCOHOL/SOLD: ☒ YES ☐ NO GAMBLING/RAFFLE ☒ Y ☐ N *Approved to state*

OPEN TO PUBLIC: ☒ YES ☐ NO \*EVENTS ARE SUBJECT TO NOISE ORDINANCE 93.18 AFTER 10:00 P.M.

REQUESTED RESOURCES, SUCH AS BARRICADES, POLICE, ETC.

\*\*\*Please attach additional sheets as necessary, including plans, fencing, maps, etc.

DEPARTMENTAL/OFFICE ROUTING

CONDITIONS FOR APPROVAL: \_\_\_\_\_

LAPD officer present during beer sales, please  
provide dates and times of beer sales. Fence  
Area serving beer as in the past events.

City Administrator [Signature] Date 7-17-14  
Police [Signature] Date 7-17-14  
Public Works [Signature] Date 7-17-14

Fire Dept. (if required) \_\_\_\_\_ Date \_\_\_\_\_

FEE of \$25.00 Collected 7-16-14

Reason for Denial: \_\_\_\_\_

DATE: \_\_\_\_\_  
DEPT: \_\_\_\_\_  
PHONE: \_\_\_\_\_

**City of Lindstrom**

13292 Sylvan Avenue, Lindstrom, MN 55045  
(651) 257-0623

(651) 257-0620 Fax

**3.2% Temporary Application - \$25.00**

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

NAME OF ORGANIZATION:

St. Bridget of Sweden

APPLICANT NAME:

ADDRESS: 13060 Lake Blvd. CITY: Lindstrom

STATE: MN ZIP: 55045

DAYTIME PHONE: (651) 257-2474 EVE. PHONE: ( ) CELL OR FAX: ( )  
651-257-1498

MANAGER ON SITE DAY OF EVENT:

Karl Kornowski

PAGER/CELL:

( ) 612-703-7570

Any change in the above information, please notify City Hall. Event may trigger additional License requirements.

**EVENT INFORMATION**

☐ BENEFIT



FUNDRAISER

☐ DINNER

☐ WEDDING

☐ DANCE

☐ PICNIC

☐ OTHER (Specify) \_\_\_\_\_

EVENT DATE(S): 9/6/14 - 9/7/14

LOCATION: 13060 Lake Blvd, Lindstrom (Parking Lot)

HOURS OF EVENT: 10 AM/PM TO 10 AM/PM 6pm - 11pm

ALCOHOL/FOOD SERVED: ☒ YES ☐ NO ALCOHOL/SOLD: ☒ YES ☐ NO

GAMBLING/RAFFLE/TICKETS ☒ YES ☐ NO

OPEN TO PUBLIC: ☒ YES ☐ NO

\*EVENTS ARE SUBJECT TO NOISE ORDINANCE 93.18 AFTER 10:00 P.M.

\*\*\*\*Please attach additional sheets as necessary, including plans, fencing, maps, etc.

Rev. 1-19-10

## **STAFF REPORT**

**MEETING DATE:** August 21, 2014

**SUBMITTED BY:** City Administrator

**ITEM:** National Heritage Area Resolution and Letter of Support

The Chisago Lakes Area Chamber of Commerce, in conjunction with the Northwest Regional Planning Commission and the St. Croix Foundation has participated in an area wide effort to obtain *North Woods and Waters of the St. Croix National Heritage Area* for the St. Croix Valley. This effort has been several years and will qualify our area for national attention and additional monies to preserve, protect and finance the unique environment and attractions of the St. Croix Valley.

The Chamber of Commerce has asked for a letter of support for this designation.

*[SAMPLE LETTER of SUPPORT:  
Please customize and tailor  
to your organization and its work]*

March 1, 2014

Marty Harding  
Chair of the Board of Directors  
St. Croix Valley Foundation  
516 Second Street, Suite 214  
Hudson, Wisconsin 54016

Dear Ms. Harding:

We write to express strong support for the feasibility study and proposed designation of the *North Woods and Waters of the St. Croix National Heritage Area*.

The landscape defined by the St. Croix and Namekagon Rivers is special to those of us who call it home, but it is also rich in stories and resources critical to our nation's development. For this reason, we were pleased to be able to participate in the feasibility study process along with hundreds of other citizens, organizations and businesses to reflect on our region's past and imagine possibilities for its future. The feasibility study report demonstrates the region's worthiness as a National Heritage Area (NHA) and documents the strong public support expressed for its designation.

[Optional: Insert several sentences about your organization and its mission/work here.]

Our organization supports the NHA because its goals are well matched to our own and appropriate for the region: to increase appreciation and understanding of the region's heritage among residents and visitors, to connect people and organizations across the region, and to build a sustainable economy using our natural and cultural heritage as a foundation. As a convener and connector, we believe the NHA would complement and enhance local efforts already underway to preserve and promote our region's distinctive assets.

[The strongest letters are those that can describe a financial, time, or in-kind commitment. If your organization is able to make a specific commitment, please include that here.]

We fully support designation of the *North Woods and Waters of the St. Croix National Heritage Area* and support the Northwest Regional Planning Commission as its coordinating entity. We stand ready as a continued resource and partner in this important effort.

Sincerely,

First Last  
Title

## **STAFF REPORT**

**MEETING DATE:** August 21, 2014

**SUBMITTED BY:** City Administrator

**ITEM:** Revised Fee Schedule - 2014

The City contracted the Building Inspection to Chisago County and has revised the Fee Schedule to remove fees related to a City Building Inspector.

**ACTION REQUESTED:**

**To approve the revised fee schedule for 2014**

**ATTACHMENTS:**

Fee Schedule, Ord 35.01

## § 35.01 FEE SCHEDULE

(A) **Staff Hourly Rates.** To be charged for building/development applications and outside services.

	Fees
City Administrator	\$67.50
Public Works Supervisor	\$53.50
Building/Zoning Official	\$59.00
Finance Director	\$59.00
Other Employees	\$40.00
City Attorney	Actual Cost
City Engineer	Actual Cost

(B) **Building Department.**

The City of Lindstrom requires Building Permits for most construction or alteration of buildings and their components within the City limits. These Permits include Building, Plumbing, Mechanical, Fireplace, Grading and Excavating, Impervious Surface, Fences, Roofing, Sign, Pool, Manufactured Homes Installation, Demolition, Siding, Windows, etc.

Apply for the following permits at the Lindstrom City Hall: Irrigation Meters, Fences, Signs, Bees, Chickens.

Apply for all other permits at Chisago County Environmental Services: 651-213-8371. Call Chisago County for Fee information.

If permit has not been applied for, and work has begun, the penalties will be up to double the following permit Fees.

	Fees
<b>PERMITS:</b>	
Fence Permit	\$25.00
Sign – General Permit	\$25.00 and \$5.00 for each additional 10 sq. ft. in excess of 50 sq. ft.
Sign – Other – Permit	\$25.00 and \$5.00 for each additional 10 sq. ft. in excess of 50 sq. ft.
TEMPORARY	
Keeping of Bees	\$25
Keeping of Chickens	\$25/first year \$25/renewal for 2 years
Building Moving Review	\$100.00 + Expenses



**(D) Sewer/Water Rates.** All rates are subject to change.

	<b>Fees</b>
Water Base Fee	\$10.00 per quarter residential
Sewer Base Fee	\$32.00 per quarter residential
State Test Fee	\$1.59 per quarter
Storm Water Fee	\$4.85 per quarter residential
Water Usage	0-20,000 gals - \$2.00/1,000  20,001 – 30,000 gals - \$2.25/1,000  Over 30,000 gals - \$2.50/1,000
Sewer Usage	-0-5,000 gals - \$5.72/1,000  Over 5,000 gals - \$6.32/1,000  Metering INSIDE only - \$7.65/1,000
Owner/Renter Duplicate Billing	\$15.00 per quarter

<b>Water &amp; Sewer:</b>	
Meter - Irrigation (over 3/4")	Cost of Meter + \$40.00 Inspection Fee
Meter - Standard Only	\$210.00
Meter - Standard Irrigation	\$210.00 and \$70.25 Inspection Fee
Water Access Fee (WAC)	\$4,130.00 (+\$210.00 for meter)
Sewer Access Fee (SAC)	\$4,880.00

**Fee in Lieu of Assessment:**

Stubbed Water	\$4,212.87	*Unstubbed Water	\$5,072.73
Stubbed Sewer	\$5,005.22	*Unstubbed Sewer	\$6,158.42

**(E) Zoning Department.** *\*All fees are non-refundable regardless of outcome.*

	<b>Fees</b>
Conditional Use Permit (CUP)	\$500.00
Minor Subdivision Fee (Lot Split Administrative Lot Split)	\$250.00 (\$200.00 + \$50.00 per lot) + Actual Costs
Ordinance Amendment	\$150.00
Planned Unit Development (PUD)	\$750.00 + Subdivision Fee
Re-Zoning Request	\$350.00
Subdivision Fee	\$750.00 + \$50.00 per lot
Park Dedication Fees	\$2,250.00 per lot/unit
Variance	\$350.00
Annexation Fees	\$100.00 + Filing and Recording Fees (Developments \$5.00/acre min. of \$100, max. of \$600.00)
Site Plan Review	\$500 Multi-Family, Industrial, Commercial
Preliminary Plat	\$350.00
Final Plat	\$100 + \$10 per lot
Parking Fees in lieu of space	\$3,800.00 per space

**(F) License Fees.**

	<b>Fees</b>
Dog/Cat	\$5.00 per year
Cigarette	\$100.00 per year
Garbage Hauler	\$200.00 per year
On-Sale Liquor Renewal	\$1,800 + \$100 Background Check per year
On-Sale Liquor - NEW	\$1,800.00 + \$500 Background Check
On-Sale 3.2% License	\$100 per year
On-Sale Wine License	\$300 per year
3.2% Temporary Liquor	\$25.00 per Event
Business License	\$25.00 One Time Fee
Peddlers/Solicitor Permit	\$25.00 per person

**(G) Public Works Fees.**

	<b>Fees</b>
Street Sweeper	\$110 per hour (3 hour Min.)
Truck Rental (single axle)	\$ 80.00 per hour
Loader Rental	\$130.00 per hour
Street Sign /Replacement	\$150.00
Sanding	\$200.00 per Ton spread
Bobcat Rental	\$100.00/hour
Water Turned ON/OFF (foreclosed properties)	\$40.00 per request

**(H) Miscellaneous Fees.**

	<b>Fees</b>
Assessment Search	\$20.00
Bad Check Fee	\$30.00
City/Zoning Map	\$5.00 + Tax
Administrative Fee + Charges Special Service Charges (Mowing, Snow Removal, etc.)	\$100.00 + Expenses
Cemetery Lots – Purchase (20% Permanent Care, 30% Operating, 50% Improvement)	Traditional - \$600.00 Cremation - \$300.00
Cemetery Lots – Open/Close	Traditional, Summer - \$250.00 Traditional, Winter - \$325.00 Cremation, Summer - \$75.00 Cremation, Winter - \$90.00
Weekend Surcharge	\$75.00 Traditional \$25.00 Cremation

Copies	\$0.25 per page + Tax
Copy of Comprehensive Plan	\$35.00 + Tax
Council Chambers	\$35.00 per hour (small groups)
Fax	\$2.00 for first page + \$0.75 for each additional page + Tax
Meeting Packets, Budget Copies	\$5.00 each + Tax
Meeting Tapes	\$20.00 per C/D + Tax
Notary	\$1.00 per document
Research/Copy Information	\$12.00 per hour
Street Lighting Fees (Qtrly.)	Mobile Homes - \$2.00/Unit Town Homes - \$2.00/Unit Multifamily (3+) - \$2.25/Unit Residential (1-2) - \$3.25/Unit Commercial - \$8.00/Account Schools/Churches - \$25.00 Account

## **STAFF REPORT**

**MEETING DATE: August 21, 2014**

**SUBMITTED BY: City Administrator**

**ITEM: Anderson Peninsula Purchase**

The Trust For Public Land has successfully negotiated a purchase price for the Eugene Anderson peninsula. They have also been successful at obtaining \$818,000 of grant money from LCCMR gambling proceeds to purchase the peninsula parcel. The peninsula is a 33 acre parcel with approximately 1.5 miles of shore land that juts out into North Center Lake.

This parcel has been considered for a public park since the early 1990's when the owner, Eugene Anderson discussed the idea with the City. It was again identified for a wilderness park in 1998 as a recommendation from the Governor's Design Team. The Park Commission set the goal of purchasing the Norelius and Anderson parcels as a Swedish Heritage and wilderness park in the middle 2000's. The City purchased the 17 acre Norelius parcel in 2007 as the first step in establishing this park. The City was able to purchase the 66 acre wooded parcel in 2010 with assistance from the Trust For Public Land. Since then the Trust For Public Land has been working to secure the peninsula parcel. TPL has been successful and the City is being offered this parcel for the price of \$82,000 and closing costs, estimated at \$8,000 for a total of \$90,000.

The Commission recommends the City purchase this parcel pointing to the goals in the Comprehensive Plan;

**Parks and Open Space Goal #1.** Develop quality park facilities which provide points of destination, unique parks options and varied recreational opportunities and experiences to meet the needs of the City residents now and in the future.

**Parks and Open Space Goal #2.** Preserve and protect the City's open space and water resources.

**Polices:**

- Identify and preserve sites having scientific, historic or archaeological significance such as cemeteries, Karl Oscar statue, the water tower coffee pot, etc.
- Combine resource protection with park and recreation development, where feasible, through multiple purpose projects.

**Resource Protection Goal #1.** Protect, conserve, and enhance natural resources and environmentally sensitive areas within and adjacent to the City for the community's long-term environmental benefit.

The Commission has revised their future projects; pushing some projects back and reducing others in order to make \$91,000 of existing money available to pay the City's portion of this purchase. They have also adjusted their 2015 budget to address making the 1970's house rentable; if determined livable and to secure the property. The Park Commission is recommending approval of this purchase.

As the City Administrator, I am also recommending this purchase. My recommendation is based on what type of community I hear our residents want to live in; Outdoor Recreational. Residents love this area because they have access to land and open space. I think it is important to secure and preserve those parcels that are significant and offer opportunities for Outdoor Recreation. This parcel expands the opportunities of the wooded Allemansrätt Park and provides different recreational opportunities on the lakeshore side of the 150 year old Anderson Homestead.

I also am recommending the purchase of this parcel because it reduces the City's need to upgrade the poor roads into and out of the area; Olinda Trail North and Irene Avenue. Neither of these roads can handle additional residential traffic travelling through someone else's neighborhood with no pedestrian paths or sidewalks. A \$90,000 investment saves the City the need to upgrade these roads.

Additionally, the purchase of this park preserves over a mile of lakeshore from development. North Center Lake is on the DNR Impaired Waters List and development can add nutrients into the lake which encourages weed growth. Keeping this property undeveloped does, in a little way, contribute to cleaning North Center Lake.

Finally, the purchase of this additional land provides us with a regionally significant park of over 120 acres that will serve our residents and visitors for years to come. Eventually, our City will grow around this parcel and more and more open space will be developed. It is unique to have this type of park so close to our neighborhoods and downtown.

This park also fits with the other two significant local parks; Kichisaga and Ojiketa. These three unique parks provide our area; an active ball field park, a wilderness park, and a campground park. The Chisago Lakes Area is a recreational destination and the purchase of this land enhances our destination and increases our ability to attract outside visitors; which is another characteristic we keep hearing for our area, Tourism.

Purchasing this property will result in a minor loss of market value. The parcel is taxed as agriculture and generates City taxes of \$2,714.03 on the large parcel and on the house parcel \$1,099.71 or \$3,813.74 in 2014. There is a loss but not significant. If the parcel developed with 20 or so homes the market value would increase but generally the additional taxes generated are a net loss when compared to the added infrastructure and services costs. Housing generally, does not pay for the infrastructure needed to support them.

Another consideration is the annual maintenance costs. The City has experience with the existing Norelius and Allemansrätt Park property which includes the annual capital cost, buckthorn removal and Norelius House and trails maintenance. The Peninsula will not have an annual capital cost or buckthorn removal cost because the land is paid for and there are no stands of buckthorn or other invasive species. The 1970's house will take some work but if it is made rentable the rent can pay the cost of the maintenance similar to the Norelius House. The Norelius house generates approximately \$6,000 in profit above expenses. Mowing of the peninsula parcel is estimated at less than \$5,000 per year and should be easily covered by any rental income from the 1970's house.

Attached are letters of support and an application for the Chisago Lakes Community Foundation for \$1,000 that was approved at their August 15<sup>th</sup> meeting to support the purchase of the Eugene Anderson Peninsula.

**ACTION TO BE CONSIDERED:**

To approve or not approve the purchase of the Anderson Peninsula



**Chisago Lakes Lake Improvement District**  
Department of Environmental Services/Zoning  
Board Room, Government Center  
313 North Main Street, Center City, Minnesota 55012

**LID BOARD MEMBERS**

**Joyce Anastasi**  
**Chair**  
Chisago, Kroon, and  
Spider Lakes

**Rick Ekstrand**  
Green/Little Green, School,  
and Mattson Lakes

**Orris Erlandson**  
North Lindstrom, South  
Lindstrom, and Wallmark  
Lakes

**Mike Mergens**  
**Vice Chair**  
North Center, Little, and  
Pioneer Lakes

**Steve Paquay**  
At Large

**Lou Sibik**  
At Large

**Eric Sogard**  
South Center, Ogren, Linn,  
Bloom and Swamp Lakes

**Jerry Spetzman**  
Administrator

**Cassie Waltz**  
Water Resource Specialist

**Letter of Support – Allemansratt Wilderness Park August 11, 2014**

To: Lindstrom City Council

Please consider this letter an indication of support from the Chisago Lakes Lake Improvement District (LID) for the acquisition of the Anderson peninsula as an addition to Allemansratt Wilderness Park. A motion of support was unanimously adopted by the LID Board at our August 4, 2014 meeting.

Work done by the LID is in pursuit of one of eight goals. Use of the Anderson peninsula as a park could potentially support some or all of the following LID goals:

1. Encourage environmentally sound land use practices to protect water quality,
2. Protect, encourage, and restore native shoreline to improve fish and wildlife habitat,
3. Promote environmental education, awareness and stewardship within the watershed,
4. Preserve, protect and enhance water quality within the Chisago Lakes watershed, and
5. Support safe and balanced recreational use of surface water.

As such, should the City elect to proceed with the acquisition and development of the park addition, the LID board would consider the financial support of projects which are in alignment with one or more of the above-stated LID goals. The LID board has set aside some funds in the 2015 draft budget for such projects and would consider allocating money for projects in upcoming years should those projects also be in alignment with LID goals.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joyce Anastasi".

Joyce Anastasi

Chair, Chisago Lakes Lake Improvement District

Dear Mayor Carlson and Councilors:

I'm writing today in support of the combined efforts of the City of Lindstrom, the Park Board, The Trust for Public Lands and the Anderson's family for the City to acquire the Anderson farmstead and around 1.5 miles of lake shore on North Center Lake.

Many people in Lindstrom including many elected officials have made Allemansratt Park a reality and the addition of 33 acres of undeveloped land so close in the City with so much lakeshore would be another great addition to your City.

Opportunities like this don't come up very often and it seems everything is lining up for you to take advantage of purchasing this land now with the price, the Environmental Trust Fund share and the Anderson's willing to sell.

I wholeheartly encourage you to purchase this property for Lindstrom now and into the future.

Thanks for your consideration.

Rick Olseen  
Former State Senator

August 1, 2014

Dear Lindstrom City Council...

We encourage and urge you to pursue purchase of the Eugene Anderson farmstead and peninsula on North Center Lake across Olinda Trail from Allemansrätt Wilderness Park.

The property would superbly complement Allemansrätt, a park that continually gains more visitors and new regular users. We thank you for your foresight and leadership that made Allemansrätt possible, and now we hope that you again will move forward with similar zeal.

The peninsula, more like an island connected to the shoreline by a small isthmus, offers vast opportunities for hiking, primitive camping and picnicking. It seems to be amazingly clear of invasive plants. Much of the island is open meadow with scattered clumps of original native basswood, maple, and aspen trees as well as several plantings of spruce and pine. Several wonderful hiking trails already exist throughout. Although accessible by car, it could easily be gated to restrict access.

When hiking along those shores, the visitor sees stunning contrasts with the nonstop development around the surrounding lake. The island's vast primitive lakeshore presents a fascinating and unique unspoiled resource.

This offers another marvelous opportunity to preserve something that's very rare. We hope that you will strive to implement steps toward the purchase and preservation of the farmstead and peninsula property adjacent to Allemansrätt Park.

Thank you.

Sincerely,  
Rich Bachman, president, 651-257-9380, [rich@bachmansphotography.com](mailto:rich@bachmansphotography.com)



Pete Lawrence, vice president, 651-323-0395, [pal@landscapedirection.com](mailto:pal@landscapedirection.com)  
Kathryn Myrick, secratasry, 651- 257-3717, [smyrick@lifetimefitness.com](mailto:smyrick@lifetimefitness.com)  
Heather Johnson, treasurer,, 651-257-8687, [hjohnson68@mac.com](mailto:hjohnson68@mac.com)  
Tony Minnichsoffer, member at large, 612-751-9026, [tonyminn@gmail.com](mailto:tonyminn@gmail.com)  
Dayle DeClercq, member at large, 651-257-5045, [declercq@frontiernet.net](mailto:declercq@frontiernet.net)

August 13, 2014

Re: Anderson Peninsula

Lindstrom Park Board,

At this time I would like to add my support to the proposed purchase of the “Anderson Peninsula”. This would complete and compliment the property already purchased to construct Allemansratt Park.

As a former City Council member, I was involved in the previous purchase of the Anderson and Norelius property. It was my wish at the time to be able to purchase the peninsula property also, but the price made that prohibitive. It is good to see that again with the assistance of the Trust for Public Land, and Mr. McGillivay, that the purchase of this property is now possible at a greatly reduced cost to the City.

As I’m sure you know the water quality of Center Lakes is considered to be “impaired”. Being able to keep this large amount of shoreline from being developed and in a natural state will help in improving our lake quality. As a former board member of the Lake Improvement District, and Center Lakes Association, I believe that keeping this much shoreline pristine can only aid them in their goals to improve the lake experience.

Sincerely,  
Jim Singer

29709 Neal Ave.  
Lindstrom

Center Lakes Association  
P O Box 568  
Lindstrom, Minnesota  
55045-0568

August 1, 2014

Mayor  
Keith Carlson  
City of Lindstrom  
City Hall  
13292 Sylvan Ave  
Lindstrom, Minnesota 55045-0568

Dear Honorable Mayor Carlson:

Center Lakes Association has become aware that the City of Lindstrom is considering the purchase of 33 acres of the Anderson Peninsula parcel located off of Olinda Trail on North Center Lake.

The Board Members of Center Lakes Association are in support of the purchase of this property as it would be an excellent addition to Allemansratt Park and the community. Preserving this as a natural park with limited development will help preserve the one mile of natural shoreline on North Center Lake.

Please consider this letter of support for the purchase of the Anderson Peninsula.

Thank you in advance for your consideration.

Sincerely,

Jill Behnke  
Center Lakes Association  
President

THE  
TRUST  
for  
PUBLIC  
LAND



2610 University Ave.  
Suite 300  
St. Paul, MN  
55114  
T: (651) 917-2240  
F: (651) 917-2248  
www.tpl.org

August 7, 2014

John Ollinger  
City Administrator  
Lindstrom City Hall  
13292 Sylvan Avenue  
Lindstrom, MN 55045

**Re: The Trust for Public Land  
Peninsula Project**

Dear John:

I am writing to provide you with information about the Trust for Public Land (TPL) relating to the Peninsula project. I hope this complements the background information I have previously provided to you and the City. Although we have previously worked together on the Allemensrat project, I thought it might be helpful to again summarize how TPL generally works. Please feel free to provide copies of this letter to other City personnel.

**What is the Trust for Public Land?**

The Trust for Public Land is a national, non-profit land conservation organization that conserves land for people to enjoy as parks, gardens, and other natural places, ensuring livable communities for generations to come. TPL assists communities in achieving their park and open space conservation goals through conservation finance and conservation real estate services.

**Experience in Acquiring Land**

TPL relies on its legal, real estate and finance expertise to successfully complete conservation land transactions. Since TPL's founding 40 years ago, we have conserved over 3 million acres with a fair market value of approximately \$7.4 billion in over 4,500 separate conservation transactions across the United States.

In Minnesota, we have protected over 90,000 acres since 1986. Recent projects include working with Crow Wing County to conserve 2,000 acres on the Mississippi River near Brainerd; establishing a new park and urban demonstration farm in the Frogtown Neighborhood of Saint Paul; acquiring 700 acres of land for the DNR in Rice County; and helping Anoka County acquire nearly 1,000 acres for new natural areas.

I have previously provided to you copies of our annual report, our national magazine, *Land & People*, and our local newsletter to give you a sense of the



range and diversity of TPL's work in Minnesota and around the country. Please let me know if you would like additional copies.

#### **How TPL Works**

TPL works in the marketplace, acting quickly and independently to acquire land in its own name from willing landowners for conservation. TPL acts as a principal in these transactions, and not as an agent of the landowner or of any public agency. This independent position is critical to TPL's success in the marketplace. At the same time, because TPL is acting for its own account, it assumes the risks of a principal. During the course of negotiations and pre-acquisition work, TPL incurs significant costs for items such as appraisals, surveys, environmental assessments and the legal costs of structuring and documenting a transaction. Additional, substantial costs may be incurred if TPL acquires the property and holds it well in advance of the public agency's acquisition from TPL. If a project fails, these costs must be absorbed by TPL.

TPL has experience working with landowners to satisfy their particular needs including those related to tax, timing, or estate issues. It is TPL's general policy to preserve the confidentiality of its dealings with landowners consistent with landowners' wishes and applicable law. This can often mean the difference between success and failure in an acquisition.

TPL has experience working with agencies at the local, state, and federal level in nearly every state in the nation. We tackle complicated transactions that public agencies may not have the staff or resources to do themselves. We offer a professional and streamlined approach, and bring extra hands and minds to assist often over-extended government staff.

It is TPL's intention that the property it purchases be preserved and used eventually for public open space purposes. We target our work to those properties identified as priorities for protection, and it is entirely up to a public agency as to whether or not it wants to acquire property from TPL.

Typically, TPL secures a property with a purchase/option agreement. During the option or inspection period, TPL performs the due diligence associated with the purchase, such as obtaining an appraisal, title review, environmental investigations, and surveys. We understand the need to meet the requirements of funding programs and to coordinate our due diligence with public agency staff to ensure that the legal and physical condition of the property is acceptable to the ultimate owner and property manager. If the public agency has decided to acquire the property, the land is typically sold by TPL at fair market value as established by an appraisal, or less.

As described in the attached TPL Appraisal Policy, TPL will work to ensure that this appraisal report is prepared in accordance with the highest professional standards and agency requirements, and we will provide you with whatever

additional assistance we can for your review of this report. (We assume that like most local units of government, the City does not have its own appraisal rules and procedures.) In this particular case, we will be having a DNR review of the appraisal as required by our LCCMR grant.

While performing the due diligence described above, TPL also works to help secure the funding for the acquisition. This may include writing grant applications, working with state legislators to secure state funds, working with federal members of Congress to secure federal appropriations, working with local communities to implement public financing mechanisms, and may even include private fund-raising efforts.

Once the due diligence has been completed, the acquisition funding has been secured, and an agency has agreed to purchase the property, TPL normally exercises its option, buys the property from the landowner and conveys it to the public agency.

In this particular case, our agreement with the landowners requires us to complete our due diligence by September and close within 60 days after that. We would plan to primarily use LCCMR funding that we have already received to purchase the property, and then sell the property to the City for \$82,000. There will also be some customary closing costs that the City will have to pay.

#### **What does TPL Charge for our Services?**

As an independent principal, TPL assumes the risks and liabilities of land ownership, as well as the costs associated with buying, owning and selling land. TPL believes that public agencies have enough burden in just paying for the land. TPL's business philosophy is to charge the government only for the land, and to absorb itself all of the direct and indirect costs related to the acquisition and transfer of the property. TPL is able to absorb transaction costs and provide financial and other programmatic benefits as a result of the generous support we receive from diverse private sources including individual donors, corporations and foundations. Our donors include many of the landowners with whom we work, and in fact we actively seek their financial support, since they often have both the means to give and a meaningful appreciation for TPL's public-interest activities. This arrangement allows TPL to meet its financial needs while assuring public agencies that they are paying no more than a property is worth. In keeping with this philosophy, we will be seeking a professional services fee or donation from the landowner on this project. [Please see the attachment for further information on TPL's Public Benefits Policy.]

A public agency is under no financial obligation to TPL until a specific purchase agreement has been entered into with TPL. At that point, the agency is buying the land from the Trust for Public Land using dollars we have worked together to secure.

**Conclusion**

I hope this letter helps to clarify how the Trust for Public Land works to conserve land for public use and enjoyment. Please do not hesitate to contact me if you have any questions. I would be more than happy to meet with you and any other representatives of the City to answer any further questions that you may have about the Trust for Public Land. We look forward to working with you on this important conservation project.

Sincerely,

A handwritten signature in black ink, appearing to read "R. McGillivray", with a long horizontal flourish extending to the right.

Robert J. McGillivray  
Senior Project Manager

Enc: TPL Public Benefits Policy  
TPL Appraisal Policy

### **TPL Appraisal Policy**

The appraisal is a key element in any Trust for Public Land (TPL, [www.tpl.org](http://www.tpl.org)) assisted conservation transaction. An appraisal sets the property value for public agencies, many of which are legally required to offer fair market value for property, and an appraisal assures that TPL will not be overpaying for a property, and thus conferring a private benefit on a landowner.

It is in TPL's, the acquiring agency's and the public's best interests that appraisals be performed by qualified appraisers, in conformance with appropriate standards and methodologies, and based upon the best data suggesting value, with rigorous review of the final results.

TPL's policy is to support a public agency appraisal process that is independent, fair and has integrity. TPL believes it is important to assure the public, and the public agencies to which we transfer lands, that they are acquiring land from TPL for a fair price.

To implement this policy, TPL will:

- rigorously follow each agency's appraisal rules and procedures;
- hire only the most accomplished appraisers;
- instruct appraisers to conform to the standards identified in the *Uniform Standards of Professional Appraisal Practice*, and where applicable, the *Uniform Appraisal Standards for Federal Land Acquisitions*;
- provide to the Agency, upon its request, any written information in our possession that is relevant to the value of the subject property, unless TPL is prohibited from releasing this information by a confidentiality agreement; and
- conform to the highest ethical standards.



### Trust for Public Land Public Benefits Policy

The Trust for Public Land (TPL, [www.tpl.org](http://www.tpl.org)) is a national nonprofit organization that conserves land for people to enjoy as parks, community gardens, historic sites, rural lands, and other natural places. Protecting the places people care about—from inner city to wilderness—is at the heart of TPL's work.

TPL's work depends on the generous support of donors and volunteers who share our mission of conserving land for people. *The Wall Street Journal's SmartMoney* magazine, *Money*, *Forbes*, and *The Chronicle of Philanthropy* have all rated TPL among the most efficient charities in the United States for keeping fund-raising and operating costs low while meeting mission goals.

TPL is a recognized 501 (c)(3) public charity and as such, donations to TPL are tax deductible. TPL is not a membership organization and receives no dues. Instead, TPL receives donations and support from corporations, foundations and individuals – including landowners. We ask landowners to contribute to TPL in virtually every transaction, and because they well understand our mission, skills and dedication, we usually are successful in receiving their support.

All donations and fees to TPL are plowed back into our work to conserve land for people. Our supporters voluntarily give to TPL because of their interest in the land we protect, and because of our "Land and People" mission.

This support allows TPL to risk its own funds to protect threatened lands for the public, to pay for the considerable project costs that we incur, and to generally support the organization and our mission.

The public, and public agencies in particular, benefit from TPL's Public Benefits Policy in several ways.

*Save cherished lands.* Because we are independently funded, we can take financial risks to protect extraordinary, and often threatened, properties - risks that public agencies are appropriately reluctant to take. As an experienced organization with a thirty-year track record of success, TPL has protected over 2 million acres of land valued at \$ 4 billion.

*Allow limited public funds to go further.* Our goal is to create savings for the public by conveying land to public agencies for less than fair market value, the price that many agencies are required to offer. Since 1972, TPL has saved the public \$ 569 million in these land acquisition costs alone.

*TPL typically saves agencies project costs.* We save agencies hundreds of thousands of dollars each year in appraisal, survey, staff, option consideration and other project costs by absorbing them ourselves. Thanks to our supporters, we are able to pay for costs that otherwise would be borne by the government agency, and ultimately, by the taxpayer.

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement"), having an Effective Date as provided below, is entered into by and between **THE TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation authorized to do business in Minnesota as The Trust For Public Land, Inc. ("Seller") and **THE CITY OF LINDSTROM, MINNESOTA**, a municipal corporation under the laws of the State of Minnesota ("Buyer").

### RECITALS:

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

#### SELLER:

The Trust for Public Land  
2610 University Avenue, Suite 300  
St. Paul, MN 55114  
Attn: Bob McGillivray  
Tel: (651) 999-5307  
Fax: (651) 917-2248

With copies to:

The Trust for Public Land  
2610 University Avenue, Suite 300  
St. Paul, MN 55114  
Attn: Mike Zender  
Tel: (651) 999-5319  
Fax: (651) 917-2248

#### BUYER:

The City of Lindstrom  
13292 Sylvan Avenue  
Lindstrom, MN 55045  
Attn: John Ollinger  
Tel: (651) 257-0625  
Fax: (651) 257-0623

With copies to:

Joel L. Jamnik  
Campbell Knutson, P.A.  
317 Eagandale Office Center  
1380 Corporate Center Curve  
Eagan, MN 55121  
Tel: (651) 234-6219  
Fax: (651) 452-5550

B. Thrivent Federal Credit Union, Julie A. and George A. Beck, wife and husband, and Lee A. and Robert A. Gill (collectively "Current Owner") are the owners of certain real property in Chisago County, Minnesota legally described on **Exhibit A** attached hereto and incorporated herein by this reference. Said real property, and any and all improvements, fixtures, timber, water and/or minerals located thereon and any and all rights appurtenant thereto including but not limited to timber rights, water rights, grazing rights, access rights and mineral rights, shall be referred to in this Agreement as the "Property" or the "Subject Property."

C. Seller has proposed to acquire the Property from Current Owner.

D. Buyer wishes to purchase the Property from Seller and Seller wishes to sell the Property to Buyer upon Seller's acquisition of the Property from Current Owner in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF TEN AND 00/100 DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Subject Property on the terms and conditions set forth herein.

2. **Purchase Terms.**

(a) **Price.** The purchase price (the "Purchase Price") for the Subject Property shall be \$82,000.00.

(b) **Method of Payment.** The Purchase Price shall be payable in cash, at Closing (as defined below), subject to any credits, prorations and adjustments provided elsewhere in this Agreement.

3. **Contingencies.**

(a) Buyer acknowledges that Seller does not presently own the Subject Property and that Seller's duties hereunder and Buyer's rights hereunder are both expressly contingent upon the acquisition by Seller of the Subject Property. In the event Seller does not acquire the Subject Property from Current Owner this Agreement shall terminate, and thereafter neither party shall have any further obligations hereunder.

(b) Buyer's obligations to perform hereunder are contingent upon Buyer has receiving from various sources sufficient funding to meet Buyer's obligations to Seller pursuant to this Agreement (collectively the "Buyer's Contingencies"). Buyer shall use its best efforts to satisfy Buyer's Contingencies prior to the Closing date. In the event that the Buyer's Contingencies are not met by the date of Closing, Seller shall have the option to terminate this Agreement or extend this Agreement by written notice to Buyer, which written notice shall specify the period of such extension.

4. **Condition of the Subject Property.**

(a) Buyer agrees that from the Effective Date through, to and including August 31, 2014 (the "Inspection Period"), Buyer will:

(i) make an independent investigation of the physical condition of the Subject Property including but not limited to, the condition of the soil, the

presence of hazardous materials or contaminants, other physical characteristics, and compliance with any statutes, ordinances or regulations;

(ii) study all aspects or circumstances of the Subject Property which Buyer deems material or relevant; and

(iii) make all inspections and verifications which Buyer deems necessary for the completion of Buyer's due diligence review for the transactions covered by this Agreement.

Buyer shall be solely responsible for conducting any inspections or tests required by law at its sole cost and expense. When available, Seller will provide Buyer with a Phase I Environmental Site Assessment prepared by Braun Intertec and any reports resulting from additional studies (the "EA Reports"). Should Buyer determine in its sole discretion based on its investigation of the Subject Property and its review of the EA Reports that the condition of the Subject Property is unacceptable to Buyer, prior to the expiration of the Inspection Period, Buyer shall so notify Seller in writing of its objections ("Objections"). In the event that Seller is unable to cause Buyer's Objections to be remedied, Buyer may elect to: (a) terminate this Agreement in which case Buyer shall have no obligation to purchase the Subject Property, and the parties' obligations hereunder shall terminate or (b) proceed to Closing, and accept title to the Property subject to such Objection(s) which are not remedied. Buyer's failure to make timely Objections will constitute a waiver of its rights to raise any Objections hereunder and Buyer will accept title to the Subject Property subject to such conditions. Buyer may not disclose any information, including environmental assessment reports, Buyer obtains through the investigations and inspections performed in accordance with this Section unless required to disclose such information pursuant to a court order or as otherwise required by law.

Before entering upon the Subject Property to conduct the investigations provided for herein, Buyer shall notify Seller and Seller shall have obtained Current Owner's permission for Buyer to enter upon the Subject Property to conduct said investigations. If Buyer does any excavation, Buyer agrees to restore the Subject Property to its natural condition if Buyer's acquisition of the Subject Property is not consummated as contemplated by this Agreement.

(b) Buyer agrees that Seller has made no representations or warranties with respect to the Subject Property except as set forth in this Agreement.

(c) Buyer will not undertake any activity which will jeopardize Seller's efforts to acquire the Subject Property.

(d) Buyer agrees to accept the Subject Property "as is," in its present condition and/or as otherwise required pursuant to the terms of this Agreement, subject to all reasonable use, wear and tear, and deterioration of any kind in, of, or to the Subject Property.

5. **Closing.** Final settlement of the obligations of the parties hereto shall occur on or before October 31, 2014 (the "Closing"). In addition, the Closing shall be delayed for any period of time that Seller is attempting to cause the cure of any objections raised by Buyer pursuant to Sections 4 or 6. This transaction shall be closed in escrow with Casterton Title & Closing Company, Inc., 13264 Lake Boulevard, Lindstrom, MN 55045 ("Escrow Holder") in accordance with the general procedures then in use by Escrow Holder, with such additional special procedures as may be required to conform with the terms and conditions of this Agreement. The cost of the escrow and closing fee shall be divided equally between Seller and Buyer.

6. **Title.** Seller shall by limited warranty deed convey to Buyer its interest in the Subject Property; provided, however, Seller at its option may convey the Subject Property to Buyer by deed directly from Current Owner to Buyer, subject only to the following:

(i) any federal, state or local laws, ordinances, regulations and/or orders whatsoever;

(ii) liens for real estate taxes not yet due and payable and other taxes and assessments of any kind or nature assessed (not yet due and payable) with respect to the Subject Property;

(iii) such other title objections and exceptions as may be waived by Buyer;

(iv) any restrictions or conditions required by any entity providing grants or funding for the acquisition of the Property; and

(v) the standard printed exceptions on the form of title insurance issued pursuant to Section 7.

The foregoing shall be referred to collectively as "Permitted Exceptions." Seller shall deliver to Buyer a copy of the commitment for title insurance issued by Escrow Holder committing the company to issue an Owner's Policy insuring title to the Subject Property in Seller. Buyer may at its cost and expense obtain a title commitment from Escrow Holder committing the company to issue an Owner's Policy insuring title to the Subject Property in Buyer. On or before August 31, 2014, Buyer shall advise Seller in writing of any exceptions other than the Permitted Exceptions which Buyer will require to be removed on or before Closing (such exceptions which are not Permitted Exceptions being hereafter referred to as "Impermissible Exceptions"). In the event Seller is unable to cause Current Owner to remove any such Impermissible Exceptions by Closing, Buyer may elect to terminate this Agreement in which case Buyer shall have no obligation to purchase the Subject Property and the parties' obligations hereunder shall terminate. If Buyer fails to notify Seller of any objection to exceptions in the time period provided herein, Buyer shall be deemed to have accepted all matters set forth in the title commitment and the same shall be deemed Permitted Exceptions.

7. **Title Insurance.** Buyer may, at its option, and its cost and expense procure a standard owner's policy of title insurance from the Escrow Holder insuring that Seller's interest in the Subject Property is vested in Buyer upon Closing, subject to the exceptions which are acceptable or are deemed acceptable pursuant to Section 6.

8. **Seller's Promise not to Further Encumber.** Seller shall not, without the prior written consent of Buyer, make any leases, contracts, options or agreements whatsoever affecting the Subject Property which would in any manner impede Seller's ability to perform hereunder and deliver title as agreed herein.

9. **Seller's Representations.** Seller makes the following representations:

(a) At Closing, Seller will have the power to sell, transfer and convey all of Seller's right, title and interest in and to the Subject Property in accordance with the terms and conditions of this Agreement.

(b) Seller represents and warrants that it is not a "foreign corporation" as defined in Section 1445 of the Internal Revenue Code. Seller's United States Taxpayer Identification Number is 23-7222333.

10. **Prorations, Closing Expenses and Fees.** Real estate taxes due and payable in the year of Closing will be prorated between the Seller and Buyer as of the date of Closing based on a calendar year and the latest available tax bill. Special assessments, levied, pending or constituting a lien against the Subject Property, if any, will be paid by Current Owner. Current Owner is responsible for paying any additional taxes, penalties and interest, including but not limited to compensatory or roll back taxes, on the Subject Property arising from the termination of a preferential tax classification of the Subject Property. Any documentary tax or real property transfer tax arising out of the conveyance of the Subject Property shall be paid by Buyer. The escrow and closing fee(s) charged by Escrow Holder shall be shared equally by Seller and Buyer. Buyer shall pay the premium for any title insurance policy or endorsements required by Buyer. Other fees and charges not otherwise allocated in this Agreement shall be allocated in accordance with the customary practice of Chisago County, Minnesota.

11. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, telecopier, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, telecopier, courier service or Express Mail, shall be deemed given when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

12. **Attorneys' Fees.** If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

13. **Remedies Upon Default.** In the event Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Seller shall, in addition to any and all other remedies provided in this Agreement, including the right to retain Deposit, or at law or in equity, have the right of specific performance against Buyer. In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer shall, in addition to any and all other remedies provided in this Agreement, or at law or in equity, have the right of specific performance against Seller.

14. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted will hold the other party harmless from said claim.

15. **Time of the Essence.** Time is of the essence of this Agreement.

16. **Binding on Successors.** This Agreement shall be binding not only upon the parties hereto, but also upon their heirs, personal representatives, assigns, and other successors in interest.

17. **Additional Documents.** Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

18. **Assignment.** Buyer may not assign its interests under this Agreement without the written consent of Seller.

19. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement. In

addition, facsimile, .pdf or photocopied signatures of or on behalf of either Buyer or Seller shall be satisfactory to both Buyer and Seller.

21. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

23. **Acceptance of Deed.** The acceptance by Buyer of the deed shall be deemed to be full performance by Seller of, and shall discharge Seller from, all obligations hereunder and Seller shall have no further liability hereunder.

24. **Risk of Loss.** All risk of loss shall be with Seller until Closing. In the event the Subject Property is destroyed or damaged in a manner that results in a material loss of value of the Property prior to Closing, Buyer shall have the right at its option to terminate this Agreement by written notice to Seller, in which case this Agreement shall terminate, and the parties shall have no further obligation to each other hereunder.

25. **Condemnation.** In the event of a taking of all or any part of the Subject Property under the power of eminent domain prior to the Closing, Buyer shall proceed to Closing with an assignment by Seller of all Seller's right, title and interest in and to any and all such awards and proceeds.

26. **Possession.** Seller shall deliver possession of the Subject Property concurrently with Closing in accordance with Section 4(d) and Section 6.

27. **Buyer's Representation.** Buyer represents that it has full power and authority to enter into this Agreement and the person signing this Agreement for Buyer has full power and authority to sign for Buyer and to bind it to this Agreement.

28. **Miscellaneous.** In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days which are not on a Saturday, Sunday or legal holiday.

29. **Signage.** The parties agree that permanent signage on the Property shall provide for recognition of the role of Seller and its funding sources in this acquisition, said signage being subject to the approval of Seller. This section shall survive the delivery of the deed.



IN WITNESS of the foregoing provisions the parties have executed and delivered this Agreement as of the date set forth below. The effective date (the “Effective Date”) of this Agreement shall be the last date of execution by either of the parties to this Agreement.

**SELLER:**

**THE TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation authorized to conduct business in Minnesota as The Trust For Public Land, Inc.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER:**

**THE CITY OF LINDSTROM, MINNESOTA**, a municipal corporation under the laws of the State of Minnesota

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**  
**(Legal Description)**

The following real property located in the County of Chisago, State of Minnesota, legally described as follows:

## **STAFF REPORT**

**MEETING DATE: August 21, 2014**

**SUBMITTED BY: City Administrator**

**ITEM: 295<sup>th</sup> DNR Public Access Storm Water Improvements**

The Chisago County Soil and Water Conservation District has approved the addition of a rain garden filtration basin for the 295<sup>th</sup> DNR Public Access. The City will maintain the garden until it is established. The DNR agrees to the location of the garden. The City has a summer employee responsible for maintenance of the gardens in the City.

### **ACTION TO BE CONSIDERED:**

To approve or not approve a Cooperative Agreement with the State of Minnesota for the storm water improvements on South Center Lake at the 295<sup>th</sup> Public Access

**COOPERATIVE AGREEMENT  
BETWEEN  
THE STATE OF MINNESOTA AND CITY OF LINDSTROM  
SOUTH CENTER LAKE PUBLIC WATER ACCESS STORMWATER IMPROVEMENTS**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the City of Lindstrom, hereinafter referred to as the "City".

**WITNESSETH:**

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public access sites on lakes and rivers where access is inadequate; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the City and the State have determined that improvements to and the annual maintenance of the storm water management controls within the South Center Lake Public Water Access, is of high priority for the City and the State under the state public water access program; and

WHEREAS, the State owns land described as: Sec. , T N, R W, Chisago County, as shown in the Map, which is attached and incorporated into this agreement as Exhibit A and hereinafter referred to as the "South Center Lake Water Access" and

WHEREAS, the City is willing to be the lead agency in the installation and annual operations and maintenance of the South Center Lake Public Water Access – Storm Water Management System; and

WHEREAS, the State is willing to allow the City to be the lead agency in the installation and annual operations and maintenance of the South Center Lake Public Water Access – Storm Water Management System, hereinafter referred to as "Storm Water BMP's"; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this agreement is attached hereto as Exhibit B; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

**I. STATE'S DUTIES AND RESPONSIBILITIES**

- a. The State shall provide technical assistance with the design and the annual operations and maintenance of the Storm Water BMP's within the boundaries of the South Center Lake Water Access.
- b. The State shall permit the City to develop, operate and maintain the Storm Water BMP's within the boundaries of the South Center Lake Water Access as identified in the Plan attached and incorporated into this agreement as Exhibit C; and
- c. The State shall permit the City to review and approve any alterations to the Storm Water BMP's proposed by the State during the term of this agreement.
- d. The State's responsibility for the annual operations and maintenance of the Storm Water BMP's during the term of this agreement shall be through separate maintenance agreements between the State and the City that may be agreed upon annually.
- e. The State reserves the right to inspect the Storm Water BMP's at any time to ensure that the City is in compliance with this agreement.

South Center Lake FWA  
City of Lindstrom - Stormwater BMPs  
DNR PAT 25 July 2014

1

## II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall develop, operate and maintain the Storm Water BMP's consistent with all local, state, and federal laws, regulations and rules that may apply to the management, operation, and maintenance of facilities of this type.
- b. The City shall obtain all federal, state, and local permits necessary for the development, operations and maintenance of the Storm Water BMP's.
- c. The City shall permit the State to review and approve any revisions to the Storm Water BMP's as designed and referenced in Exhibit C, proposed by the City during construction.
- d. The City shall permit the State to review and approve any alterations to the Storm Water BMP's proposed by the City during the term of this agreement.
- e. The City shall maintain the Storm Water BMP's and keep it functioning in accordance with the City's established practices for maintenance of facilities of this type.
- f. The City may close the South Center Lake Public Water Access in association with the maintenance of the Stormwater BMP's, without prior written consent of the State. The City shall notify the State within 48 hours of closing the South Center Lake Public Water Access if the Public Water Access will remain closed longer than 24 hours.

## III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e) above; however, the obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project. The State may also provide funding for its responsibilities under Article I (a)(b)(c)(d)(e) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

## IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

## V. TERM

- a. **Effective Date: August 1, 2014, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.** The City shall not begin work under this Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.
- b. **Expiration Date: August 1, 2024,** except as otherwise provided herein or agreed to in writing by both parties. This agreement shall renew at the end of the term for an additional one (1) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew at the end of each one (1) year period unless the required given notice is given.

## VI. AUDIT

Under Minnesota Statutes Section 16C.05, subd. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this

agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with or without cause or as necessary as provided in Article III, upon thirty (30) days written notice to the City. This Agreement may also be cancelled by the City at any time with or without cause, upon thirty (30) days written notice to the State.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed prior to the cancellation of the agreement. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

IX. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the City or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State  
Minnesota Department of Natural Resources  
Parks and Trails Division Area (3B) Supervisor  
1200 Warner Road  
St. Paul, MN. 55106

The City  
City of Lindstrom  
City Administrator  
13292 Sylvan Avenue  
Lindstrom, MN. 55045

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

CITY OF LINDSTROM

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DEPARTMENT OF ADMINISTRATION  
Delegated to Materials Management Division

CITY OF LINDSTROM

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req.  
by Minn. Stat. 16A.15 and 16C.05.

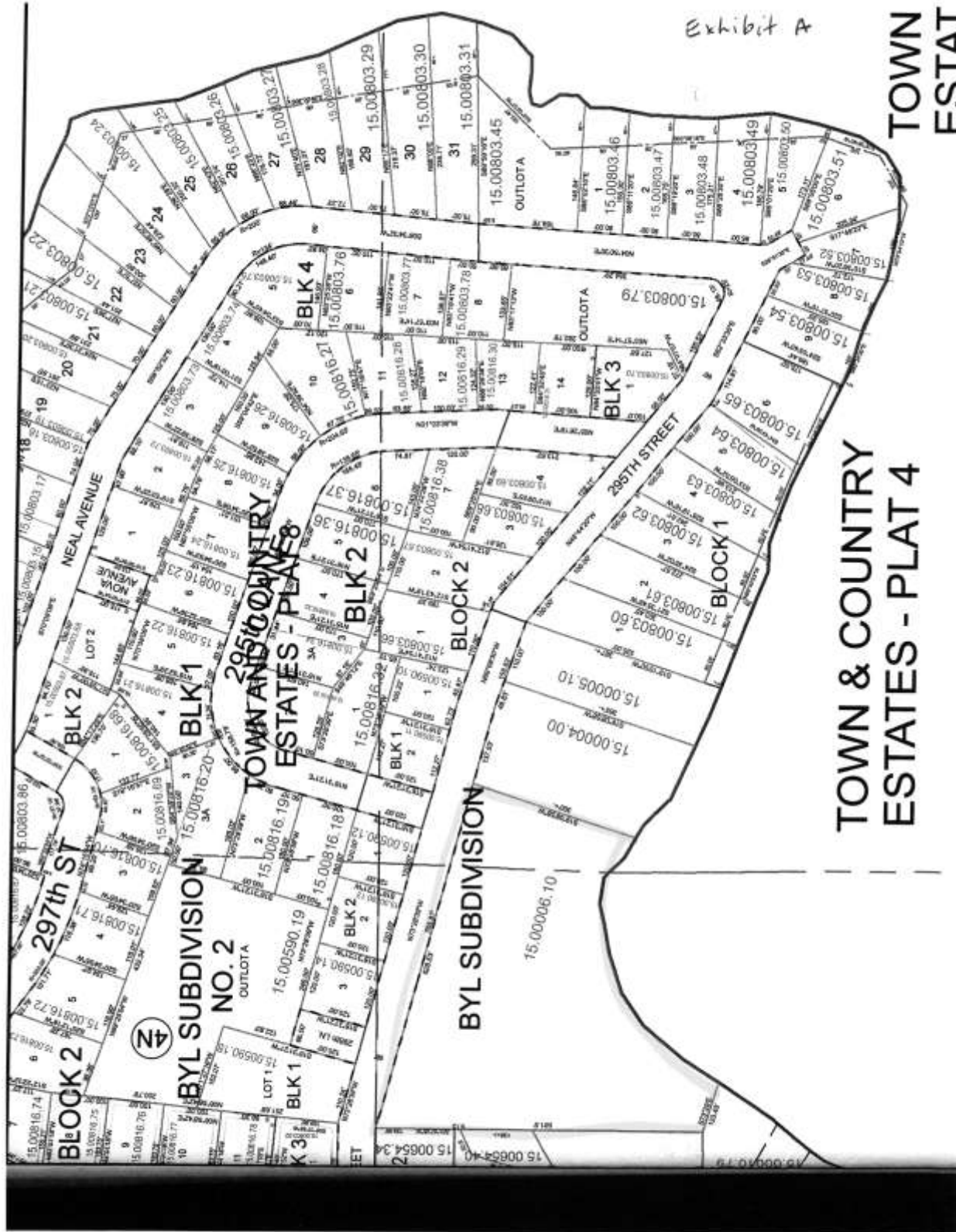
Signed: Ramon Ochoa

Date: July 28, 2014

Contract: 8116 57

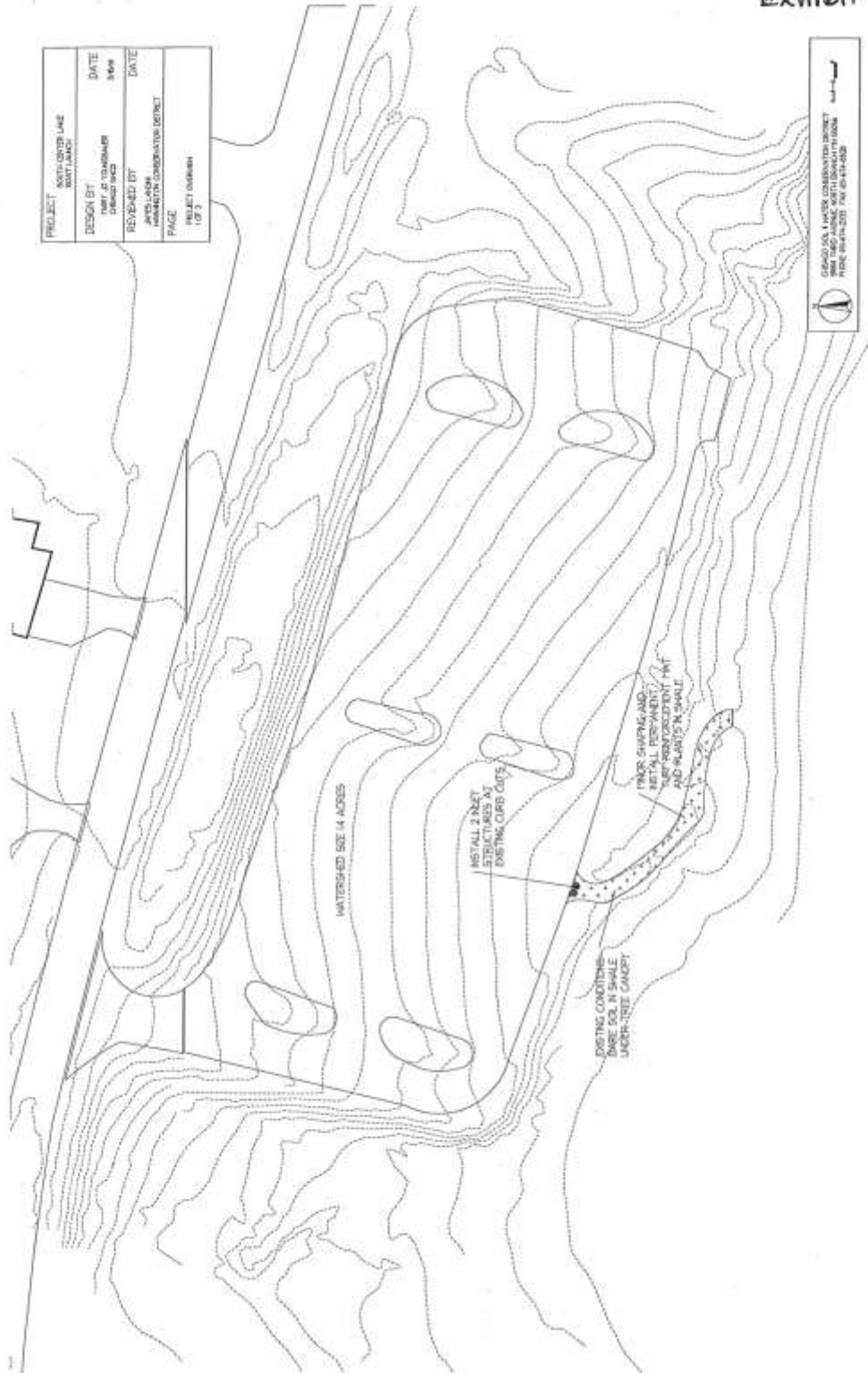
South Center Lake PWA  
City of Lindstrom - Stormwater BMPs  
DNR PAT 25 July 2014

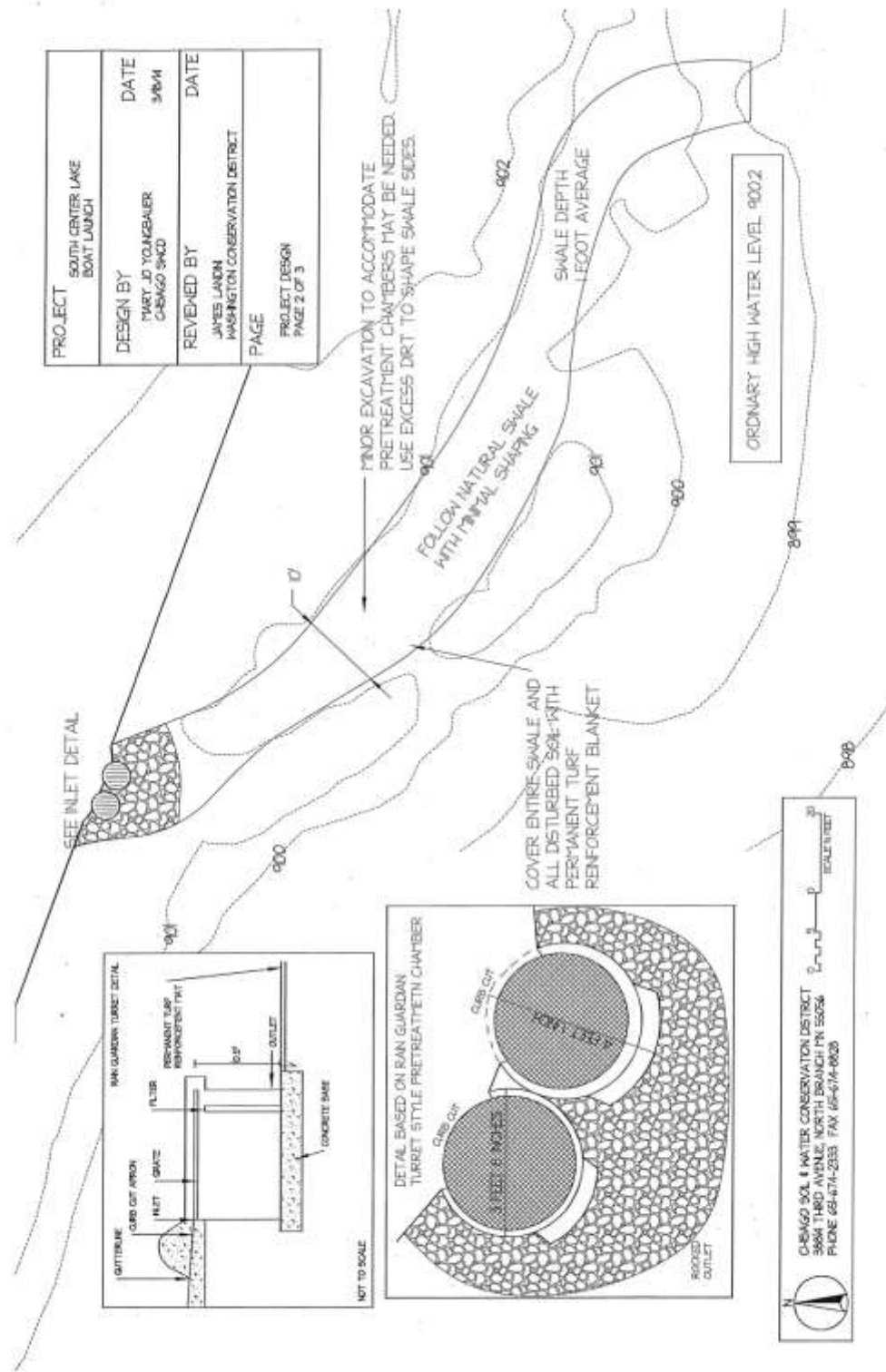
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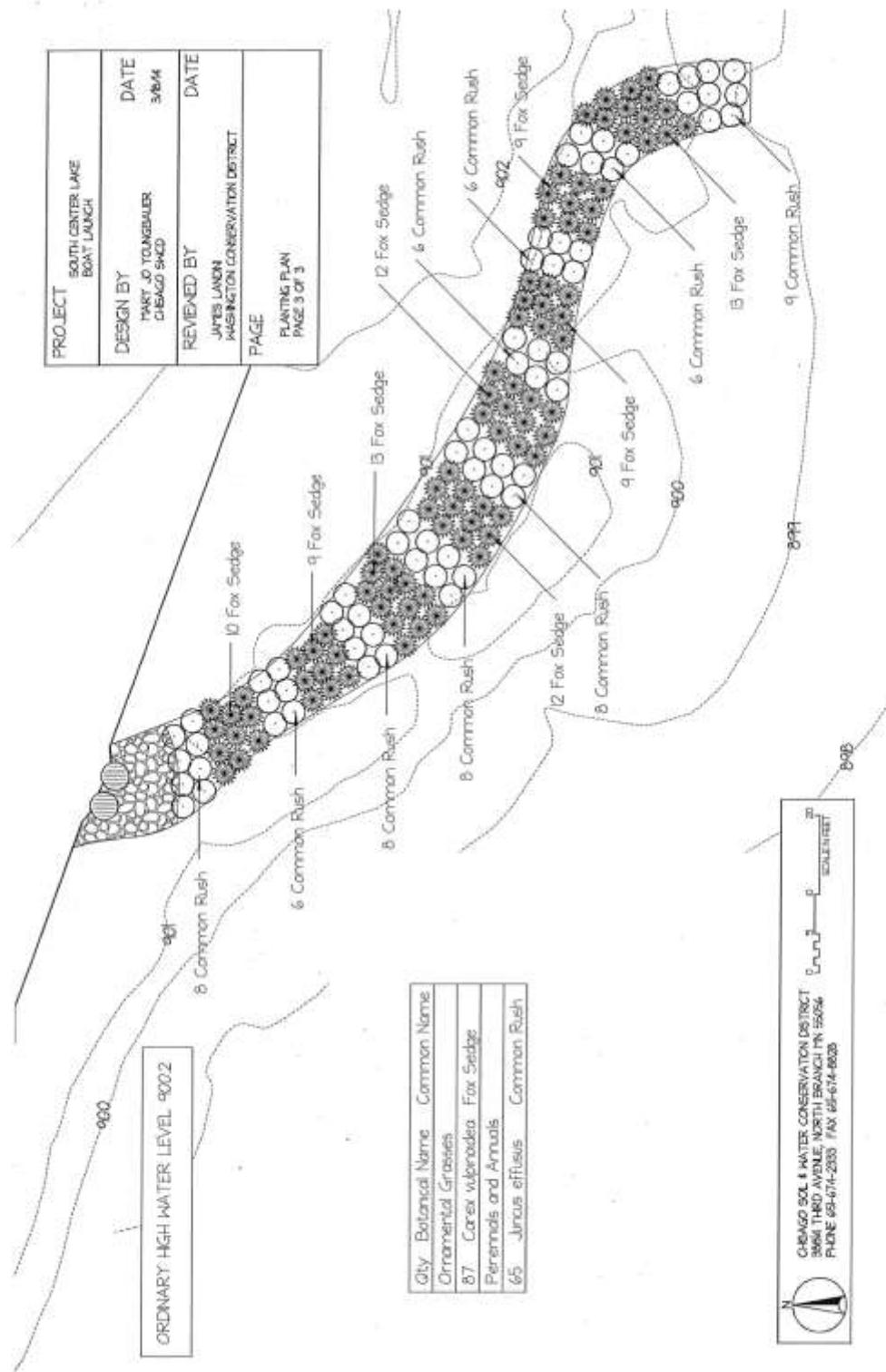




# Exhibit C







PROJECT	SOUTH CENTER LAKE BOAT LAUNCH	
DESIGN BY	MARTY JO YOUNGBAUMER CHICAGO SH&D	DATE 3/8/14
REVIEWED BY	JAMES LANDON WASHINGTON CONSERVATION DISTRICT	DATE
PAGE	PLANTING PLAN PAGE 3 OF 3	

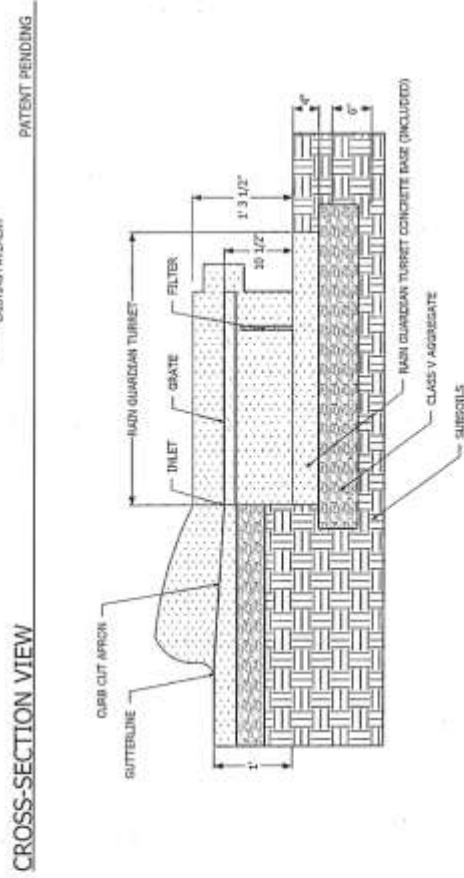
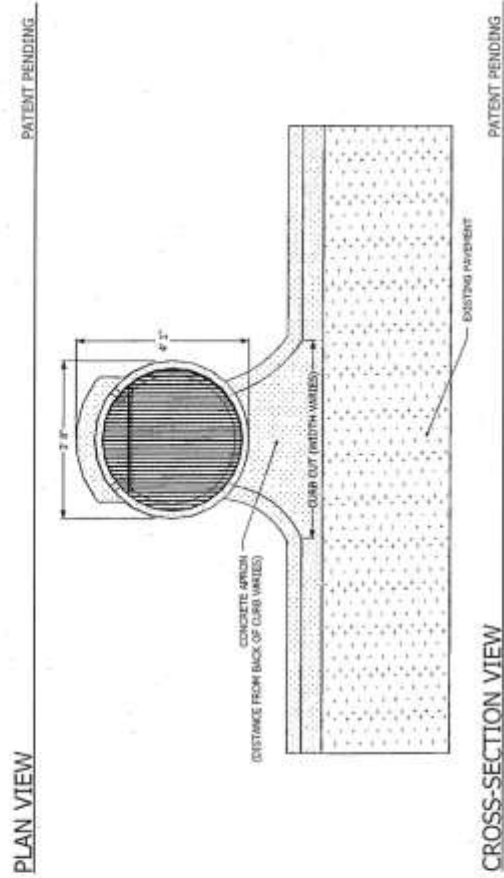
SOUTH CENTER LAKE BOAT LAUNCH						
RAIN GARDEN 1						
ITEM	DESCRIPTION	SIZE	QTY	MATERIAL PRICE PER UNIT	TOTAL PRICE	COMMENTS
MINOR SHAPING/EXCAVATION	FOLLOW NATURAL SHAPE OF SWALE. USE MINOR SHAPING ONLY IN CHANNEL WHERE NEEDED. MINOR EXCAVATION TO ACCOMMODATE PRETREATMENT CHAMBERS MAY BE NEEDED. USE EXCESS DIRT TO SHAPE SIDES OF SWALE UNIFORMLY.					
ROCK	6-18" MIXED BOULDERS	145 SQ FT	8 CU YD			
PERMANENT TURF REINFORCEMENT MAT	KEYED IN ON ALL SIDES AT LEAST 6 INCHES AND SEAMS OVERLAP AT LEAST 6 INCHES. INSTALL BENEATH ROCK AND OVER ENTIRE SWALE, AND OVER ANY DISTURBED SOIL	145 SQ FT	2 ROLLS			
PRETREATMENT CHAMBER	RAIN GUARDIAN TURRET OR APPROVED EQUAL			2		
CAREX VULPINOIDEA	FOX SEDGE	3.5 INCH POT		87		
JUNCUS EFFRUSUS	COMMON RUSH	3.5 INCH POT		65		



**TURRET**  
TYPICAL DETAIL

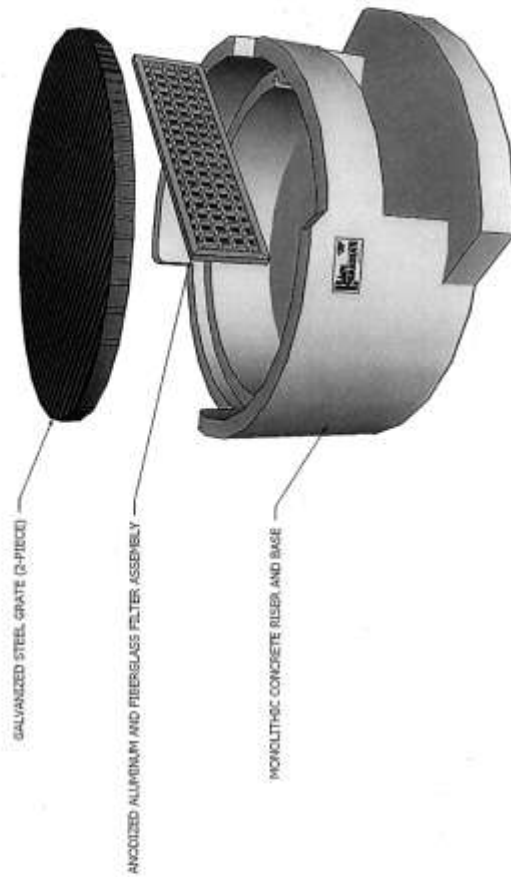


1318 HOCKAY DR. NE, SUITE 200  
 HAW LANE, MN 55304  
 (763) 434-2030 (M-F 8:30-4:30)  
 WWW.ANOKASWCD.ORG



## COMPONENT VIEW

PATENT PENDING



## SPECIFICATIONS

PATENT PENDING

MANUFACTURED BY  Oedex Concrete Products

1. STEEL REINFORCED, COLD JOINT SECURED MONOLITHIC CONCRETE STRUCTURE (1,030 LBS).
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS. CONCRETE AIR ENTRAINMENT (4% TO 8% BY VOLUME).
3. REINFORCEMENT IN ACCORDANCE WITH ASTM A615 GRADE 60 MINIMUM.
4. THREE-POINT PICK USING RECESSED LIFTING POCKETS WITH A STANDARD HOOK.
5. SOIL UNDER BASE TO BE COMPACTED TO 95% STANDARD PROCTOR.
6. TWO-PIECE LIGHT DUTY GALVANIZED GRATE (34.5 LBS/PIECE) FOR PEDESTRIAN LOADING.
7. TWO-PIECE LIGHT TRUCK GALVANIZED GRATE (77.5 LBS/PIECE) FOR 2,324 POUND WHEEL LOAD.
8. USE EXPANSION JOINT MATERIAL BETWEEN TURRET AND BI-DIRECTION INLET

## **STAFF REPORT**

**MEETING DATE: August 21, 2014**

**SUBMITTED BY: City Administrator**

**ITEM: Bull Lake - Non-motorized Classification**

The City was contacted recently by Jerry Spetzman, the Water Resources Manager from the Chisago County Lakes Improvement District to ask our consideration on making Bull Lake a non-motorized lake. The County is asking for your input on this designation.

“John,

Chisago County is in the process of drafting a county wide watercraft ordinance – primarily a no wake ordinance.

In the draft we’ve included a sentence restricting Bull Lake to non-motorized boats.

“E. No person shall operate a motorized watercraft on Bull Lake (no lake identification number). “

Is this OK with you?”

### **ACTION TO BE CONSIDERED:**

To provide support or to not support a non-motorized designation for Bull Lake

## **Draft Chisago County Ordinance Regulating the Operation of Watercraft**

Resolution No. ?????? Amending Resolution No. 070822-4. Last approved on August 22, 2007.

The Chisago County Board of Commissioners ordains:

**WHEREAS**, wave action from wind and watercraft has and will increase shoreline erosion and cause damage to real and personal property, and

**WHEREAS**, high water levels coupled with increased wave action have led to the inundation of low-lying yards and structures, and

**WHEREAS**, in an effort to protect public safety, property and limit environmental damage to lakes from shoreline erosion where the County can and may exert some control, the Chisago County Board of Commissioners enacts the following ordinance regulating the operation of watercraft.

### **Section 1: Definitions**

The following words and phrases when used in this ordinance have the meanings set forth below:

- A. **"High Water"** means water elevations at or exceeding the Ordinary High Water Level elevation established by the Minnesota Department of Natural Resources for each specific lake.
- B. **"Lake Identification Number"** is the unique number assigned by the Minnesota Department of Natural Resources which identifies a specific lake or bay.
- C. **"North Channel"** commonly known as North Channel Flowage with the westerly point being the County Road 20 bridge at North Lindstrom Lake and the Flowage Connection easterly point being the channel entrance on North Center Lake.
- D. **"Ordinary High Water Level"** (OHWL) is as defined in Minnesota Statutes 103G.005 as the highest water level that has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly the point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial.
- E. **"Operate"** as defined in Minnesota Statute 86B.005, Subd. 10, means to navigate or otherwise use a watercraft.

Draft: July 8, 2014



F. **“Person”** as defined in Minnesota Statute 86B.005, Subd. 14, includes an individual, partnership, corporation, or any body of persons, whether incorporated or formed into an association or not.

G. **“Slow No Wake”** as defined in Minnesota Statute 86B.005, Subd. 16a, means the operation of a watercraft at the lowest possible speed necessary to maintain steerage and in no case greater than five (5) miles per hour.

H. **“Watercraft”** as defined in Minnesota Statute 86B.005, Subd. 18, is any contrivance used or designated for navigation on water, except (1) a duck boat during the duck hunting season; (2) a rice boat during the harvest season; or (3) seaplane.

**Section 2: Lake Name, Lake Identification Number, DNR established Ordinary High Water Level elevation**

Lake	Lake Identification Number	Ordinary High Water Level elevation (feet above sea level)
Bull	No Lake Identification Number	900.2
Chisago	13001200	900.2
Comfort	13005300	887.2
Fish	13006800	916.4
Goose (north)	13008301	916.5
Goose (south)	13008302	916.5
Green	13004102	892.5
Horseshoe	13007300	922.2
Kroon	13001300	902.6
Linn	13001400	900.2
Little	13003300	923.0
Little Comfort	13005400	887.2
Little Green	13004101	892.5
Little Horseshoe	13008000	922.2
Mandall	13007400	916.5
North Center	13003200	900.2
North Lindstrom	13003500	900.2
Pioneer	13003400	OHW not established
Rabour	13007900	916.5
Rush (east)	13006901	915.1
Rush (west)	13006902	915.1
School	13004400	884.0
South Center	13002700	900.2
South Lindstrom	13002800	900.2
Spider	13001900	913.8

Draft: July 8, 2014

Sunrise	13003100	875.2
Wallmark	13002900	898.0

### Section 3: Regulations

- A. During periods of high water for those lakes, as listed herein, no person shall operate a watercraft at a greater than a slow-no-wake speed within 300 feet of the shoreline of the lake.
- B. The responsibility for High water determinations shall be with the Chisago County Sheriff using DNR approved lake level monitoring gauges. Where no gauge exists the Chisago County Sheriff may post and enforce the water body at his/her discretion during periods of observed high water.
- C. The slow no-wake restriction shall be lifted once the water body has been 0.1 feet below the high water elevation for three days.
- D. Regardless of water level a person shall only operate watercraft at a slow-no-wake speed or less on the following:
  1. Channel between Green Lake (13004102) and Little Green Lake (13004101).
  2. Channel between Chisago Lake (13001200) and South Lindstrom Lake (13002800).
  3. Channel between South Lindstrom Lake (13002800) and North Lindstrom Lake (13003500).
  4. North Channel between North Lindstrom Lake (13003500) and North Center Lake (13003200).
  5. Channel between North Center Lake (13003200) and South Center Lake (13002700).
  6. Northwest bay of South Center Lake (13002700) abutting Neal Avenue in Lindstrom.
  7. Channel between Rush Lake east (13006901) and Rush Lake west (13006902).
  8. Narrow channel into a bay on the southeast end of Rush Lake west (13006902).
  9. Channel on Rush Lake west (13006902) between Madsen's Landing and Wilson's Bay Island being 300 feet in each direction from a line being the shortest distance between the southerly point of Wilson's Island and Madsen's Landing.
  10. Channel between Goose Lake north (13008301) and Goose Lake south (13008302).
  11. Within 300 feet of the marked limits of the designated swimming beach on Fish Lake (13006800).
  12. Within 300 feet of the marked limits of the designated swimming beach on South Lindstrom Lake (13002800).

Draft: July 8, 2014

13. Within 300 feet of the marked limits of the designated swimming beach on Chisago Lake (13001200).
14. Within 300 feet of any DNR designated Public Water Access.

- E. No person shall operate a motorized watercraft on Bull Lake (no lake identification number).

#### **Section 4: Exemptions**

All authorized Resource Management, Emergency and Enforcement Personnel, when acting in the performance of their assigned duties, are exempt from the provisions of this ordinance.

#### **Section 5: Notification**

The Chisago County Sheriff shall be responsible for posting notification at all public accesses and marking all areas affected by this ordinance as practicable. This includes placement of a sign at public water accesses outlining essential elements of the ordinance, and the placement of necessary buoys and signs.

#### **Section 6: Enforcement**

The primary responsibility for enforcement of this ordinance shall be with the Chisago County Sheriff. Any licensed peace officer, including Conservation Officers of the Minnesota Department of Natural Resources, also may enforce this ordinance.

#### **Section 7: Penalty**

Each occurrence of a violation of Section 3 of this ordinance shall be a penal offense and any person who violates Section 3 shall be guilty of a misdemeanor and upon conviction may be sentenced to not more than 90 days in jail or a fine of not more than \$1,000 or both.

#### **Section 8: Effective Date**

This ordinance shall be in effect from and after the date of its passage and publication.

Draft: July 8, 2014

**MINUTES  
CITY OF LINDSTROM  
PLANNING COMMISSION MEETING  
TUESDAY, AUGUST 5, 2014  
7:00 P.M.  
City Hall Chambers  
13292 Sylvan Ave., Lindstrom, MN**

**CALL TO ORDER/PLEDGE:**

Acting Chair Waldoch called the meeting to order at 7:00 p.m.

**CALL OF ROLL:**

**Members Present:** Commissioners Mike Fricke, Dave Waldoch, Orris Erlandson, Kevin Backer

**Members Absent:** Commissioners Jeff Fuge, Mike Klun

**Others Present:** Administrator John Olinger, Deputy Clerk Kathy George, Council Liaisons Curt Flug & Bill Schlumbohm, John Nelson

**CONSIDERATION OF AGENDA:**

**Motion by Backer, seconded by Fricke, to approve the agenda as presented. Motion carried 5-0.**

**CONSIDERATION OF MINUTES:**

**Motion by Erlandson, seconded by Backer, to approve the July 1<sup>st</sup>, 2014 minutes. Motion carried 5-0.**

**PUBLIC HEARINGS/PRESENTATIONS:**

None.

**BUSINESS:**

- 1. Comprehensive Plan.** Olinger led the Planning Commission in a continued discussion on what the vision for the City of Lindstrom should be. He stated that the mission is “to be a community”. All agreed that Lindstrom is not and does not want to be a regional center. Olinger shared comments received from people during Karl Oskar Days in response to the question “I wish Lindstrom...” Comments from Park Commission members and EDA members were also reviewed.

Discussion turned to the words “live, work, play”. Some points made include:

- a. Lindstrom housing is less expensive than neighboring communities.
- b. Lindstrom is dependent on neighboring communities filling up their industrial parks.
- c. The EDA has been working to strengthen and beautify the downtown core.
- d. What are the possibilities of having a resort? Rose Hill would cost \$1,000,000 to acquire. The buildings would have to be torn down. Rebuilding would be necessary. Infrastructure needs upgrading.
- e. How about a marina? There used to be a lot of marinas. One would need to offer other services as well – such as, a bar/restaurant, cabins for rent, a store, renting boats/pontoons, delivering food out to fishermen, etc.

After much discussion, Planning Commissioners reached consensus that the vision for the City of Lindstrom is “*Lindstrom, A great place.*” This statement seems to cover a lot of ground.

## **2. North/South Lindstrom Lakes Channel Update**

City staff sent a letter to MN DOT outlining the plan to address the upstream water. With that letter, MN DOT states they will proceed with the improvements to the pond outlet. The City engineer is working on a design for the upstream flow. Discussions are underway with the township, as this is the most desirable option. MN DOT was out surveying the channel area recently.

### **MISCELLANEOUS DISCUSSION:**

Olinger reported that a request may be coming to the Planning Commission soon. A property owner is putting in a vineyard and has received a grant from the DNR to install a 10’ fence. The property will likely need to be rezoned and language amended regarding security fences. Olinger just wanted to provide a heads-up.

**ADJOURNMENT:** Motion to adjourn by Erlandson, seconded by Backer. Motion carried 5-0. 7:55 p.m.

Submitted by Deputy Clerk George



## MEMO

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**To:** Honorable Mayor and City Council Members  
Mr. John Olinger, City Administrator

**From:** Jon Herdegen, P.E. – City Engineer

**Subject:** Engineer's Report

**Date:** August 13, 2014

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### County Road 14 Bike Trail

The work for this project has been completed and judging by the amount of use we have witnessed, the trail has been well-received by the community. The general contractor for the project, RE Peterson, has been has recently provided final quantities for the work and they are enclosed for review and consideration. It was originally anticipated that a trail would following the existing terrain and that a minimal amount of excavation work would be necessary. During construction, a number of soft areas were discovered and additional excavation was needed to ensure the trail would be constructed on a sound foundation. Given the quantity discrepancy, the contractor agreed to a reduction in the total compensation for this work (reducing the actual quantity from 220CY to 110CY). We feel that the compensation for this work is reasonable for the unforeseen conditions.

The total cost of the work completed is \$40,570. Less 5% retainage, the amount requested by the contractor is \$38,541.50. The City has observed the construction and finds the work to be acceptable.

**Action Requested:** Consider partial payment No. 1 in the amount of \$38,541.50 to RE Peterson for the construction of the County Road 14 Bike Trail Project.

### Pleasant Hill Park – Storm Water Management System

RE Peterson has also made significant progress on the stormwater pond at Pleasant Hill Park. The pond has been excavated; filter aggregate and drain tile have been installed; the engineered soil has been imported and the site is currently rough graded. We intend to get the pond and berms blanketed and seeded later on this month and allow the vegetation to get established prior to removing the existing stormwater pipes and manholes.

Enclosed for review and consideration are is an itemized breakdown of the work completed to date. We are still waiting to receive final construction quantities verification from the contractor.

---

#### Offices in Illinois, Iowa, Minnesota, and Wisconsin

60 Plato Blvd. East, Suite 140, St. Paul, MN 55107-1835  
(612) 548-3132 (866) 452-9454  
FAX: (763) 786-4574 WEB ADDRESS: [www.msa-ps.com](http://www.msa-ps.com)

Page 1 of 2

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**MEMO**

August 13, 2014

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Any quantity adjustments will be made on a subsequent payment application after the contractor has submitted proper documentation. The total cost of the work completed is \$62,837.63. Less 5% retainage, the amount requested by the contractor is \$59,695.75. The City has observed the construction and finds the work to be acceptable.

**Action Requested:** Consider partial payment No. 1 in the amount of \$59,695.75 to RE Peterson for the construction of the Pleasant Hill Park Stormwater Management System.

**Andrews Ave. Drainage**

There is an increasingly problematic drainage issue occurring at the intersection of Andrews Ave. and Montclair Drive behind Casterton Title. We have prepared plans to reestablish separate driveways for the businesses and install culverts to manage the stormwater runoff. These plans have been distributed to a few local contractors and we hope to have bids for the work to consider at the meeting.

Mr. Casterton has expressed his desire to pave the area and requested that the paving work is included in the project. The project quote form were structured such that the cost of the paving work can be determined separately and paid for privately. If Mr. Casterton decides against the pavement, the driveways will be restored to their current condition as part of the project.



**Action Requested:** Consider the quotes to correct the drainage issue and direct staff to accept the lowest quote (to be distributed at the meeting).

# PARTIAL PAY ESTIMATE NO. 1

FROM: June 2, 2014  
TO: June 20, 2014

COMPLETION DATE  
ORIGINAL:  
REVISED:

AMOUNT OF CONTRACT  
ORIGINAL: \$33,980.00  
REVISED:

PROJECT: COUNTY ROAD 14 BIKE TRAIL  
CITY PROJECT NO. 9992022

CONTRACTOR: RE PETERSON, INC  
ADDRESS: 30315 NEAL AVENUE  
LINDSTROM, MN 55045

OWNER: CITY OF LINDSTROM

OFFICE: 651-257-1815

SPEC NO.	ITEM DESCRIPTION	UNIT	QTY		UNIT PRICE	THIS PERIOD		TOTAL TO DATE	
			TOTAL			QTY	TOTAL	QTY	TOTAL
2104.509	REMOVE STORM SEWER STRUCTURE	EA	1		\$ 500	1	\$ 500	1	\$ 500
2105.501	COMMON EXCAVATION (P)	CY	10		\$ 50	110	\$ 5,500	110	\$ 5,500
2105.521	GRANULAR BORROW (P)	CY	60		\$ 25	60	\$ 1,500	60	\$ 1,500
2105.525	TOPSOIL BORROW (P)	CY	30		\$ 30	30	\$ 900	30	\$ 900
2211.501	AGGREGATE BASE CLASS 5	TN	115		\$ 20	238	\$ 4,760	238	\$ 4,760
2360.501	TYPE SP 9.5 WEAR COURSE MIXTURE 2B (TRAIL)	TN	50		\$ 140	60	\$ 8,400	60	\$ 8,400
2501.567	12" APRON	EA	1		\$ 500	1	\$ 500	1	\$ 500
2503.511	12" RCP PIPE SEWER	LF	65		\$ 50	65	\$ 3,250	65	\$ 3,250
2506.502	DRAINAGE STRUCTURE DES 27-4020	EA	1		\$ 2,000	1	\$ 2,000	1	\$ 2,000
2506.502	DRAINAGE STRUCTURE DES 48-4020	EA	2		\$ 2,000	2	\$ 4,000	2	\$ 4,000
2531.501	CURB & GUTTER DESIGN B424	LF	20		\$ 60	20	\$ 1,200	20	\$ 1,200
2531.532	PEDESTRIAN CURB RAMP WITH TRUNCATED DOME	EA	1		\$ 1,300	1	\$ 1,300	1	\$ 1,300
2575.505	SODDING TYPE LAWN	SY	317		\$ 10	0	\$ -	0	\$ -
2575.601	EROSION CONTROL	LS	1		\$ 500	1	\$ 500	1	\$ 500
2563.601	TRAFFIC CONTROL	LS	1		\$ 500	1	\$ 500	1	\$ 500
2582.503	CROSSWALK MARKING - POLY PREFORM (GR IN)	SF	270		\$ 38	270	\$ 4,860	270	\$ 4,860
CO1	HYDRO-SEEDING	LS	1		\$ 900	1	\$ 900	1	\$ 900

AMOUNT EARNED	\$ 40,570.00	\$ 40,570.00
AMOUNT RETAINED - 5%	\$ 2,028.50	\$ 2,028.50
PREVIOUS PAYMENTS		\$ -
AMOUNT DUE	\$ 38,541.50	

## CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now

Contractor: RE PETERSON, INC

By 

Date \_\_\_\_\_

## ENGINEER'S CERTIFICATION

The undersigned certifies that the work has been carefully observed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract

Engineer: MSA PROFESSIONAL SERVICES

By \_\_\_\_\_

Date \_\_\_\_\_

## APPROVED BY OWNER

Owner: CITY OF LINDSTROM

By \_\_\_\_\_

Date \_\_\_\_\_



# PARTIAL PAY ESTIMATE NO. 1

FROM: May 15, 2014  
TO: August 8, 2014

COMPLETION DATE  
ORIGINAL:  
REVISED:

AMOUNT OF CONTRACT  
ORIGINAL: \$84,693.03  
REVISED:

PROJECT: PLEASANT HILL PARK STORMWATER MANAGEMENT IMPROVEMENTS  
CITY PROJECT NO. 9992021

CONTRACTOR: RE PETERSON, INC  
ADDRESS: 30315 NEAL AVENUE  
LINDSTROM, MN 55045  
OFFICE: 651-257-1815

OWNER: CITY OF LINDSTROM

SPEC NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	THIS PERIOD	TOTAL TO DATE
			TOTAL		QTY	TOTAL
<b>SCHEDULE 1.0 - GRADING</b>						
2021.501	MOBILIZATION	LS	1	\$ 1,000.00	0.75	\$ 750.00
2101.511	CLEARING & GRUBBING	LS	1	\$ 500.00	1	\$ 500.00
2105.501	COMMON EXCAVATION (EV) (P)	CY	525	\$ 6.00	1,800	\$ 10,800.00
2105.525	TOPSOIL BORROW (LV)	CY	179	\$ 16.00	0	\$ -
2105.601	ENGINEERED SOIL	CY	860	\$ 17.00	860	\$ 14,620.00
2563.601	TRAFFIC CONTROL	LS	1	\$ 500.00	\$ -	\$ -
2573.502	SILT FENCE, TYPE MACHINE SLICED	LF	181	\$ 2.00	\$ -	\$ -
2573.602	INLET PROTECTION	EACH	4	\$ 100.00	\$ -	\$ -
2573.602	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	1	\$ 1,000.00	1	\$ 1,000.00
2575.523	EROSION CONTROL BLANKETS CATEGORY 2	SY	1,121	\$ 1.40	\$ -	\$ -
2575.601	SITE RESTORATION	LS	1	\$ 950.00	\$ -	\$ -
2575.610	SCOUR STOP	SY	55	\$ 165.00	\$ -	\$ -
<b>T SCHEDULE 1.0 - GRADING - TOTAL</b>					<b>\$ 27,670.00</b>	<b>\$ 27,670.00</b>
<b>SCHEDULE 2.0 - STORM</b>						
2104.509	REMOVE MANHOLE	EA	2	\$ 500.00	\$ -	\$ -
2104.525	ABANDON PIPE IN-PLACE	LF	108	\$ 9.00	\$ -	\$ -
2104.601	REMOVE SEWER PIPE (STORM)	LF	115	\$ 8.00	\$ -	\$ -
2451.511	COARSE FILTER AGGREGATE	CY	688	\$ 28.61	688	\$ 19,683.68
2501.515	30" RC PIPE APRON WITH TRASH GUARD	EACH	1	\$ 1,460.00	\$ -	\$ -
2502.601	6" PERF PE PIPE DRAIN	LF	1,083	\$ 5.65	1,083	\$ 6,118.95
2502.602	6" PE PIPE DRAIN CLEANOUT	EACH	13	\$ 395.00	13	\$ 5,135.00
2503.511	24" RC PIPE SEWER DES 3006 CL III	LF	39	\$ 50.00	\$ -	\$ -
2503.511	30" RC PIPE SEWER DES 3006 CL III	LF	91	\$ 60.00	\$ -	\$ -
2506.502	CONST DRAINAGE STRUCTURE DESIGN 48-4020 (OUTL)	EACH	1	\$ 3,240.00	\$ -	\$ -
2506.502	CONST DRAINAGE STRUCTURE DESIGN 48-4020	EACH	1	\$ 2,600.00	\$ -	\$ -
2506.502	CONST DRAINAGE STRUCTURE DESIGN 60-4020	EACH	1	\$ 3,560.00	\$ -	\$ -
<b>T SCHEDULE 2.0 - STORM - TOTAL</b>					<b>\$ 30,937.63</b>	<b>\$ 30,937.63</b>
<b>SCHEDULE 3.0 - ALTERNATE</b>						
2104.525	ABANDON PIPE IN-PLACE (DEDUCT)	LF	108	\$ (9.00)	\$ -	\$ -
2104.601	REMOVE SEWER PIPE (STORM)	LF	108	\$ 10.00	\$ -	\$ -
2511.501	RANDOM RIPRAP CLASS III	CY	58	\$ 90.00	47	\$ 4,230.00
2511.515	GEOTEXTILE FILTER TYPE IV	SY	175	\$ 2.00	\$ -	\$ -
2575.610	SCOUR STOP (DEDUCT)	SY	55	\$ (165.00)	\$ -	\$ -
<b>T SCHEDULE 3.0 - ALTERNATE - TOTAL</b>					<b>\$ 4,230.00</b>	<b>\$ 4,230.00</b>

PROJECT COST SUMMARY			
T	SCHEDULE 1 - GRADING - TOTAL	\$ 27,670	\$ 27,670
T	SCHEDULE 2 - STORM - TOTAL	\$ 30,938	\$ 30,938
T	SCHEDULE 3 - ALTERNATE - TOTAL	\$ 4,230	\$ 4,230
	AMOUNT EARNED	\$ 62,837.63	\$ 62,837.63
	AMOUNT RETAINED - 5%	\$ 3,141.88	\$ 3,141.88
	PREVIOUS PAYMENTS		\$ -
	AMOUNT DUE	\$ 59,695.75	

**CONTRACTOR'S CERTIFICATION**

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor: **RE PETERSON, INC**

By \_\_\_\_\_

Date \_\_\_\_\_

**ENGINEER'S CERTIFICATION**

The undersigned certifies that the work has been carefully observed and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: **MSA PROFESSIONAL SERVICES**

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED BY OWNER**

Owner: **CITY OF LINDSTROM**

By \_\_\_\_\_

Date \_\_\_\_\_

**John Olinger**

---

**From:** Jon Herdegen [jherdegen@msa-ps.com]  
**Sent:** Friday, July 18, 2014 3:11 PM  
**To:** John Olinger (jolinger@cityoflindstrom.us) (jolinger@cityoflindstrom.us)  
**Cc:** Mark Dzubay  
**Subject:** Akerson & Bronson  
**Attachments:** image001.gif

Hello John,

This took a look at some rough cost estimates for Akerson St. and Bronson Ave. as a follow-up to last night's Council Meeting. I had to make a few assumptions but these figures should represent a total project cost for each project:

Akerson St. between Highway 8 and Newlander Ave. (1,700 lf)

Assumptions: 10-ton design, 32' wide, concrete curb/gutter, storm sewer, no other utility replacements, no sidewalk  
Total Project Cost: \$660,000

Bronson Ave Between Vine St. and Linden St. (380 LF)

Assumptions: 7-ton design, 40' wide (parking on both sides), concrete curb/gutter, no storm or other utilities replacement; no sidewalk.  
Total Project Costs: \$120,000

Please let me know if you have questions. Thanks.

 **Jon Herdegen, PE** | Project Engineer  
MSA Professional Services, Inc.  
(612) 548-3124

**CHISAGO LAKES JOINT SEWAGE TREATMENT COMMISSION**  
**Regular Commission Meeting Minutes**  
**July 21, 2014 4:00 P.M.**

**Pending**

- 1. CALL TO ORDER:** Chairman Mark Wolcott called the meeting to order at 4:03 P.M. at the Lindstrom City Hall.

**1a. ROLL CALL**

Commissioners in attendance were: Joe Zerwas, George McMahon, Mark Wolcott, Bob Gustafson, Chuck Lucia, Don Taylor, Joe Wishy, Curt Flug and Steve Zerwas.

Attending Staff: Plant Superintendent Mark Nelson and Clerk Debbie Steele

Guests: Chuck Janski, CLJSTC Engineer, John Pechman, Chisago City Administrator, Peter Grundhoefer, CLJSTC Attorney, and Denise Martin, Chisago County Press.

**1b. APPROVE AGENDA**

A Motion was made by Joe Zerwas to approve the July 21, 2014 Regular Commission Meeting Agenda. The Motion was seconded by Curt Flug. All Ayes. The Motion carried.

**2. CONSENT AGENDA**

**2a. Minutes of the June 16, 2014 Regular Commission Meeting**

A Motion was made by Don Taylor to approve the Minutes of the June 16, 2014 Commission Meeting. The Motion was seconded by George McMahon. All Ayes. The Motion carried.

**3. PAYMENT OF BILLS**

**3a. Bills for Approval**

**3b. Disbursements**

A Motion was made by Bob Gustafson, the Motion was seconded by Don Taylor to approve the payment of the Bills for Approval list totaling \$13,571.47 and the Additional Bills to pay list totaling \$28,706.14. All Ayes. The Motion carried.

The Disbursements Report listing the check sequence and voided checks was reviewed.

**4. CORRESPONDENCE AND COMMUNICATIONS**

**4a. Letter from Mark Pothén-IUOE Local 49**

Requesting a meeting of the Personnel Committee to discuss the Request for Qualified Contractor search for the Treatment Plant. The Personnel Committee Meeting date will be decided later in today's Commission Meeting.

**4b. League of Minnesota Cities:** Acknowledgement of Claim for Sewer Backup.

**4c. Pember Companies:** Request for revised completion date. Will be covered in the Engineers Report.

## **5. Reports**

### **5a. Attorney's Report**

#### **1. Advertising: Statement of Qualifications-Plant for Plant Privatization.**

Attorney Grundhoefer said he had worked with Stantec Engineer Tom Dye to finalize that statement of Qualifications advertising. It was sent to the newspaper for publication. The first publication was July 16, 2014. Responses are requested by August 7, 2014, so they can be presented at the August Commission Meeting. Attorney Grundhoefer said that a summary of the Statement of Qualifications was also sent to the League of Minnesota Cities and placed in the Marketplace Request for Proposals Section of their publication. LMCIT agreed to do it at no cost.

#### **2. Chisago City Force Main Connection Agreement**

Attorney Grundhoefer said that the Agreement as amended was ready for action. Attorney Grundhoefer recommended adopting a policy for future connections. A Motion was made by George McMahon to Approve the Chisago City Force Main Agreement between Chisago City and the Commission, the Motion was seconded by Curt Flug. All Ayes. The Motion carried. A Motion was made by George McMahon that the topic of future hook ups to force main be referred to the Long Range Planning Committee to work on a policy. The Motion was seconded by Curt Flug. All Ayes. The Motion carried.

#### **3. Proposed Reconditioning of State Aid Highway #24**

Attorney Grundhoefer said that the Highway Department had sent correspondence about this project last month about the easements and the right of way plats. A Motion was made by Curt Flug to approve pending review by Attorney Grundhoefer. The Motion was seconded by Joe Zerwas. All Ayes. The Motion carried.

### **5b. Engineer's Report**

#### **1. Lindstrom Main Lift Station Construction Update**

Engineer Chuck Janski said that Pember Company is requesting an extension of the Contract date. Pember is waiting to hear from Xcel about the easement request. A Motion was made by George McMahon to extend the Contract completion date by 30 days after Xcel has the power to the site. The Motion was Seconded by Steve Zerwas. All Ayes. The Motion carried.

#### **2. Pond Testing Project Update**

Engineer Chuck Janski said that the Pond Testing Project had been awarded to R. E. Peterson at the June 16, 2014 Commission Meeting subject to approval from the MPCA. Engineer Janski said that the Minnesota Pollution Control Agency has approved the Pond Testing Plan. Chuck said that the other source of the barrels didn't pan out, they were just starting their project so we wouldn't have access to them for at least a month or longer. R. E. Peterson is planning to set the barrels and

place the rip rap Thursday or Friday this week. Mark Nelson will be taking the readings on that.

### **3. Midi-Loan Breakdown**

Chuck Janski said that we have received a request for the first payment on the \$816,000 Midi Loan. He said that this was an interest only payment for \$6,375.57 due on September 1, 2014. Engineer Janski presented a spreadsheet with proposed adjusted percentages for the Midi-Loan payments to be used until the final project costs are available. When the projects are completed the Midi-Loan percentages will be recalculated. The Projects should be completed by fall 2014. The March 2015 payment will include Principal and Interest. A Motion was made by George McMahon to approve the first payment using the percentages on page 24 of the Meeting Packet. The Motion was seconded by Joe Zerwas.

### **5c. June 2014 Revised Operation's Report**

Plant Superintendent, Mark Nelson said that there was one correction on the Operations Report. He said that the rainfall amount was incorrect. The correct amounts are June 2014 9.97 inches and 2014 year to date 24.45 inches. Mark said that the flows were up for the year so far. Mark said that we didn't make the limit for Ammonia this month.

### **5d. June 2014 Operator's Report**

Mark Nelson said it had been a busy month with a lot of issues due to a lot of rain. He said that there were issues with lift station generators. Mark said he had quotes for the Chisago Main Lift Station generator replacement. One quote was from Interstate Power Systems for \$22,983.33 and there was another from Generator Power Systems for \$27,795.00. Sales tax is not included in these quotes. A Motion was made by Curt Flug to approve the quote from Interstate Power Systems for \$22,983.33. The Motion was seconded by Joe Zerwas. All Ayes. The Motion carried.

### **5e. June 2014 Budget Report**

## **6. Business**

### **6a. Schedule Budget Committee Meeting**

The next Budget Committee Meeting will be scheduled at the September 2014 Commission Meeting.

### **6b. Schedule Personnel Committee Meeting**

The Commission decided to place "Mark Pothien-IUOE Local 49-Discuss the request for A Qualified Contractor Search for the Treatment Plant" on the August 18, 2014 Commission Meeting Agenda in the Business Section, instead of scheduling a Personnel Committee Meeting.

## **7. Adjournment**

A Motion was made by Bob Gustafson to Adjourn the Commission Meeting, Don Taylor Seconded the Motion. All Ayes. The Motion carried. The Commission Meeting Adjourned at 4:52 P.M.



## Chisago Lakes Joint Cable TV Commission - Meeting

### Minutes

**Aug. 4, 2014** 4:00 pm School District Board Room notes by Jack Doepke

Legend: 1 = Motion 2= Seconded YES = approved

Present: Bob Meyer, Jack Doepke, Gregg Carlson, AnnMarie Brink, Patty Mattson, Ron Swenson, Terry Vruno, Terry Smith, Dave Ertl  
guests Kathy George (City of Lindstrom) & Mike Pouh (Alpha Video)

Meeting called to order 4:05pm

Agenda items added – Mike Klun will not appear (on vacation), audit report and Alpha video proposal. Agenda approved JD1 RS 2 YES

Prior June meeting minutes approved (no meeting in July) with note that correct spelling of Mike Pouh's name is not "pouch" TS 1 AB2 YES

### TREASURER'S REPORT (AnnMarie).

- June report balance total \$128,019.85. + July interest of \$9.37 (see attached) Since we didn't have a July meeting, September meeting will have any add'l July updates. Approved GC1 TS2 YES

### COORDINATOR'S REPORT (Terry Vruno)

- Channel 20 has been down for two weeks, Channel 10 had been up & down. Midco (Keith) has been contacted and working on their end of it. Terry will go in tomorrow a.m. and try some more work arounds. Mike Klun is on vacation and unavailable at present to assist. Problem seems to be Tightrope Carousel related.
- Kathy George from City of Lindstrom attended. She will be replacing Barb who use to do Channel 20 bulletin board messages. She'll meet with Terry tomorrow and start the learning curve.
- Lindstrom City Hall Canon GL2 camera acting up. When Channel 20 comes back up, perhaps switch out GL2 from studio stock?

- **MACTA REPORT** Jack & Bob attended the MACTA (Mn Assoc of Community Telecommunications Admin) conference June 25 in Edina. Jack reported the 3 main sessions of interest dealt with cable stations starting to send content up to YouTube with all its (free) possibilities, 60 Technical Tips in 60 minutes from 6 experts (who each had 60 seconds to sell their idea) and the keynote speech by Tony Perez, NATOA.

"The Emerging Threat to Existing Cable Television Business" In essence, with internet-based viewing sweeping the populace, cable TV's days are numbered. The remaining attraction is local sports unavailable anywhere else. When that goes, ??? Oh, and they displayed some very cool state-of-the-art equipment we probably don't need.

### NEW BUSINESS

- **Audit** - Lindgren & Assoc finished audit & reported no problems, that it's not cost-effective to have an audit less than every 3 years or with change of officers. They suggested we keep operating funds of no more than \$32,500 in checking during the year (put the rest in savings) and dual signatures are not required on the checks (our by-laws currently require this). They found 4 checks that were lacking a second signature but cleared (banks don't check for this). We paid \$360 for this audit.

- **ALPHA VIDEO QUOTE** - Mike Pouh gave an excellent explanation of 2 different automated channel playback systems Alpha could install to upgrade our cablecasting hardware &



software. The video servers would be 2-channel (for our channels 10 & 20) with capability for remote programming, messaging and oversight. (see attached proposal as separate pdf file) In discussion after Mike left, the board is leaning towards the Cablecast system with Bob bouncing that proposal off some outside resources for comment and possible revisions/reductions. The Cablecast is quoted for \$36,435 and the Leightronix system is \$31,635. See end with Jack's notes on what each line items does at end)

**BILLS TO BE PAID** - Terry Vruno \$650, Lindgren & Assoc. \$360. Motion to accept DE1 RE2 YES

**NEXT MEETING** **Sept. 8, 2014 4:00 pm** DISTRICT OFFICE      **Adjourn**    JD 1   TS 2  
YES



JUNE 2014

A. CHECKING ACCOUNT (US Bank)			Beginning Book Balance: <u>\$ 28,988.25</u>
	Date	Description	
Receipts		Mid Continent Communication	\$783.50
		Lindstrom Peg & Fran	\$ 3,659.03
		Total Receipts:	\$ 4,422.53

Ending Book Balance: \$ 24,966.26

[illegible]

Bank Balance: \$ 24,938.28

Cert #	Int Rate	Length	Mat Date	Bank	Prev Bal	Int	Balance
6938	1.80%	59 mths	5/7/2017	usbank	\$ 5,523.87	\$ -	\$ 5,523.87
6976	1.80%	59 mths	5/7/2017	usbank	\$ 5,523.87	\$ -	\$ 5,523.87
					\$ -	\$ -	\$ -
4584		savings		usbank	\$ 92,006.78	\$ 9.07	\$ 92,015.85
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
Total Certificate of Deposits:					\$ 103,084.52	\$ 9.07	\$ 103,083.59

Total Certificate of Deposits:	\$ 103,054.52	\$ 9.07	\$ 103,063.59
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**TOTAL CASH AVAILABLE (CHECKING AND CDs) \$ 128,019.85**

**Tax Identification Number: 41-1580858**

JULY  
+ 9.37 INT.

128,019.85

## Tightrope Cablecast System Breakdown

### 1) CBL-SXLE-320 Tightrope Cablecast SXLE Video Server (schedules , plays videos from hard drive, can record & pass through live events as well – the HEART OF THE SYSTEM)

Two channel decode, one channel encode, multi-format server with 2TB of storage in a 2 rack unit chassis. SDI and composite video with balanced audio. Supports main and high level MPEG-2 and QuickTime. Includes Cablecast Automation and Carousel Server Software. Includes 6 hours of Installation support and training

1@\$7,720.00

### 2) CBL-CG330-SDI Tightrope Bulletin Board Player (messages & bulletin board, displays when videos aren't playing)

Carousel bulletin board configured for broadcast in a 1RU chassis. SDI and Composite outputs, genlock input, hardware accelerated graphics. All Carousel features as well as interface with the Cablecast schedule for display of “Airs Again On”, “Coming up Next” and Cablecast schedule bulletins updated dynamically throughout the day. 2 hours of installation support and end user training are included

2 @

\$3,295.00 = \$6,590.00

(one for Chan 10, one for Chan 20, would replace 2 out-dated Carousel units we already have)

### 3) CBL-232422-8PT Tightrope 8-port Serial Adaptor (ability to play back DVDs, old analog media)

For Cablecast Video and Automation Servers. 8-Port RS-232 or RS-422 serial device. Includes 3 foot USB extension cable to the breakout box.

1@ \$580.00

### 4) Extron MAV 88 AV 8x8 Composite Video & Stereo Audio Matrix Switcher (input/output box for all connections)

1@\$915.00

### 5) RS80 Rolls AM / FM Tuner (play radio as background under bulletin board) 1 @

\$255.00

(we talked about omitting this item)

### 6) 320D Aphex Compellor Audio Leveler (raises or lowers audio for stable sound sent out head end) We cablecast in standard definition analog format. This protects from unwanted variations.

one for each channel

2 @

\$1,115.00 = \$2,230.00

### 7) Extron MDA 3AV DA (distribution amps – to see video being cablecast on studio monitors)

2@

\$150.00= \$300.00

**8) DV-D01U TASCAM RACKMOUNT DVD PLAYER** (computer-controlled interface) 1  
@ \$365.00

(energy-star compliant consumer players now shut down when inactive)

**9) Vaddio PreVIEW Dual 6.4 LCD Rack Mount Monitors** (2 studio video monitors (in 1 unit)  
to view  
each channel)

1 @ \$1,065.00

**10) AR-AM4 Marshall Audio Monitor - 4 Stereo Pairs** (to listen to what's being cablecast)

1 @ \$420.00

**11) Netgear Prosafe 8PT GETH Switch** with 4PT POE (computer units switching  
connections)

1 @ \$125.00

**SubTotal**  
**\$20,565.00**

**12) Computer, Dell Latitude E5430 Laptop With Cablecast DVD Import Software** 1 @  
\$845.00

(copy DVDs and rip into computer's video formats, transfer into server)

**SubTotal**  
**\$845.00**

## **Equipment Rack and Accessories**

**13) Extron Versa Tools Rackshelf**

1 @ \$75.00

**14) Belkin 19" Rackmount 8 Port KVM** (operate multiple units with 1 keyboard, mouse) 1 @  
\$970.00

**15) Belkin OmniView Dual Port USB / Video Cable 6'** (for above)

2 @ \$30.00 = \$60.00

**16) Middle Atlantic High Density 20Amp Power Strip** (AC multiple outlet strip) 1 @  
\$105.00

**17) APC 3000VA 3RU Smart-UPS** (battery backup – a BIG one) 1  
@ \$1,935.00

18) APC Network Management Card (manage system remotely) 1 @  
\$390.00

**SubTotal**  
**\$3,535.00**

### **Alpha Video Systems Integration**

19 Alpha Video Installation Labor 1 @  
\$6,780.00

20 Alpha Video Installation Materials  
1 @ \$1,175.00

**SubTotal**  
**\$7,955.00**

**Running SubTotal**  
**\$32,900.00**

### **Support**

22 Alpha Video 1-Yr SMA 1 @  
\$1,635.00

23 Annual Hardware Assurance contract for the CBL-SXLE-320 1  
@ \$525.00

24 Annual Hardware Assurance contract for the CBL-CG330-SDI 2 @ \$215.00 =  
\$430.00

25 Annual software maintenance contract. Covers all the software upgrades including major releases at one facility utilizing a single Tightrope Video server.  
1 @ \$945.00

**SubTotal**  
**\$3,535.00**

Shipping charges are not included and will be billed at actual cost.

**Sub Total**  
**\$36,435.00**

Sales tax is not included and will be billed at actual.



# Chisago Lakes TV Automated Channel Playback System

Scope of Work  
August 1st, 2014



Alpha Video & Audio, Inc.  
7711 Computer Avenue  
Edina, MN 55435  
952.896.9898 / 800-388-0008  
[www.alphavideo.com](http://www.alphavideo.com)



### **Introduction**

Alpha Video and Audio Inc. is pleased to present this proposal for the Chisago Lakes TV, Automated Channel Playback System. This statement of work document outlines the equipment and services that Alpha Video will deliver and the responsibilities of Chisago Lakes TV for a successful implementation.

### **Playback System Overview**

Scope is based upon system functionality and services provided. Comparable quotes are provided for both a Tightrope Media System and a Leightronix System. Actual equipment provider will be chosen at a later date by Chisago Lakes TV.

Alpha Video will provide and install a two channel automated playback system to replace the existing system. The new system will be located in the equipment rack at the Chisago Lakes TV office and provide programming and bulletin boards to two individual cable channels.

The Playback system shall consist of an automated content server with two individual bulletin boards. These items will be determined by the chosen manufacture.

An AM/FM tuner for background audio will be implemented into the system along with an audio leveler, and distribution amplifiers for program video. Network connectivity to the servers will be required by Chisago Lakes TV. A IRU network switch is required prior to installation.

The equipment rack shall have a dual LCD monitor with two inputs. One LCD monitor will be dedicated to each channel. The A inputs on each monitor will allow operators to view the program video being.

A four input audio monitor shall also be located in the rack allowing the operator to listen to the program audio being broadcasted

The equipment rack shall also have a KVM with integrated monitor, keyboard, and mouse which will be connected to both automated playback servers and bulletin board players for local administration. All devices in the equipment rack shall be connected to a power strip that will be connected to a UPS to provide a battery backup for the system as well as regulated power.



For more information, please contact:  
p. 952-896-9996 / 1-800-388-0008  
e-mail: [info@alphavideo.com](mailto:info@alphavideo.com)  
[www.alphavideo.com](http://www.alphavideo.com)



A remote Laptop computer will be provided with the appropriate software installed to remove files off DVD's and format the file for use with the new server.

Chisago Lakes TV is responsible for providing any additional equipment to send to video and audio to broadcast. The output of the system shall be composite video and balanced stereo audio. Chisago Lakes TV must provide a network switch and four static IP address to be used with system components.

#### **Additional Installation Information or Requirements**

This proposal assumes that all existing equipment required for the functionality of the system is in proper operating condition and without defect. If any of the required existing equipment is not in proper operating condition, a change order may be required for the functionality outlined in this proposal. This proposal also assumes that work can be carried out continuously throughout the day with limited to no interruptions. If daily interruptions do occur during on site work, change orders may be required based on installation inefficiencies related to these interruptions.

#### **Standards of Integration**

##### **General**

- System and components will be installed in a neat and professional manner.
- All equipment will be new and blemish free unless otherwise noted in this document.
- Any above ceiling components shall be installed with trim rings and/or grommets when necessary.
- All rack equipment will be installed using proper manufacture supplied mounting hardware.
- All rack blank spaces will be filled with either a blank or vent panel depending on need.
- All racks will have proper ventilation to prevent heat buildup and increase equipment life expectance.



For more information, please contact:  
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e-mail: info@alphavideo.com  
www.alphavideo.com





#### Wiring and Cables

- All rack cabling will be bundled neatly with cable ties or hook & loop depending on requirements.
- Low and high voltage cabling will be separated in accordance with NFPA 70 (National Electric Code) 2008 specifications.
- All cabling in conduit will comply with the conduit fill specifications in NFPA 70 (National Electric Code) 2008.
- Proper strain relief at connections and joints will be used.
- Sufficient service loops shall be provided for all above ceiling elements, above racks, in racks or in cable trays so that components may be minimally moved or serviced without cable strain.
- All connectors are sized to fit the specific cabling and are installed in accordance with manufacturer specifications.
- All permanently installed cabling will be labeled with permanent CAD generated labels.

#### Installer Testing and Adjustments

- Proper grounding will be verified on all equipment.
- Audio shall be free of distortion, hums, buzzes or pops.

#### Training

Alpha Video will provide up to 1 hour of system training to no more than three key users on basic system operation and troubleshooting. Additional time for manufacturer provided internet training shall also be provided. The training will be provided once the system is fully functional and will be continuous during one day unless otherwise noted above.

#### Documentation

Alpha Video will provide shop drawings that reflect the final system design. Upon project completion, a full set of "D" size as-built drawings will be provided, which will include components of the video, audio and control systems and any architectural documentation used during the installation. Those drawings will become property of Chisago Lakes TV upon receipt of final payment for this project.



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e-mail: [info@alphavideo.com](mailto:info@alphavideo.com)  
[www.alphavideo.com](http://www.alphavideo.com)





#### **Project Management**

Alpha Video will appoint a project manager that will be the main point of contact for Chisago Lakes TV regarding this project. The project manager will manage the installation timeline and coordinate work with any additional trades involved in this installation.

Installation can only begin when the project manager has been notified that construction progress has reached a point that electronic equipment can be installed in a secure and clean job site.

#### **Change Requests**

When the scope of work is agreed upon, any changes to that scope must be requested as a change order. Change requests shall be submitted in written form so that both parties fully understand the request. Any costs resulting from change orders shall be the responsibility of Chisago Lakes TV.

#### **System Warranty and Support**

Alpha Video offers a standard 90-day warranty on all systems installations. During the 90 days, Alpha Video will facilitate system service, phone support or repair at no charge for labor, travel, and/or shipping on any Alpha Video installed system or component. All system hardware is covered under the terms and conditions of each manufacturer's warranty. Alpha Video, at its option, may repair or replace any product or part of the products, which proves defective because of failure, under normal use, for the length of the 90-day warranty period. An optional extension for a full 1-year support agreement is available for purchase during the 90 day warranty period.

Phone support is available Monday through Friday during regular business hours of 8:00 a.m. to 5:00 p.m. Alpha Video's office number is 952-896-9898. Calls will be returned within a four-hour period. If the issue cannot be rectified over the phone a technician will be on site within 24 – 48 hours. Alpha Video will not be open on various holidays that occur during a Monday - Friday work week. Chisago Lakes TV agrees that prompt and full access to the system will be granted to Alpha Video at any time Alpha Video is on-site to service the system.



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Products not provided by Alpha Video but included in this installation will not be covered by this warranty. Alpha Video is not responsible for any failure of equipment that is connected to or caused by Client furnished equipment. The warranty coverage will commence on date the Certificate of Completion form is signed by both Alpha Video and Chisago Lakes TV. Service issues after the 90-day period will be handled as time, materials and travel, plus fees associated with such work unless a warranty extension has been purchased. This warranty does not cover system misuse, reconfiguration or negligence on the part of Chisago Lakes TV.

#### Client Responsibilities

This statement of work indicates the responsibilities of Alpha Video and Audio Inc. As in any system installation, this project contains a number of customer responsibilities. They include, but are not limited to:

- Any High Voltage AC necessary
- Any necessary conduits, back boxes, or structural supports for mounted equipment
- One key point of contact for control system design verification
- Owner furnished equipment described above (PC, PC monitor, laptops, etc.)
- Provide access to the job site during normal business hours (7am to 5pm M-F)
- Coordination with Client staff for training times
- Disposal of existing equipment, cabling, and racks
- 1 RU 10/100/1000 network switch
- Four static IP addresses
- Any additional equipment transmission equipment to send signal to the cable company



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[www.alphavideo.com](http://www.alphavideo.com)

**Client Sign-Off**

As an appointed representative of Chisago Lakes TV, I hereby agree with and approve the above statement of work including all outlined Client Responsibilities. A purchase order for this project, in verbal or written form indicates acceptance of this statement of work.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_



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[www.alphavideo.com](http://www.alphavideo.com)





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 Phone: 952-896-9898 - Fax 952-896-9899 - Visit us at [www.alphavideo.com](http://www.alphavideo.com)

## Quotation

Date	Quote #	Cust #
07/31/14	AAAQ29128	N/A

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Prepared For:	Sales Representative:
Terry Vruno Chisago Lakes TV C/O White Bear Taxidermy 4911 Long Ave White Bear Lake, MN 55110 USA	<b>Mike Pouh</b> Sales Executive 952-841-3365 <a href="mailto:mike.pouh@alphavideo.com">mike.pouh@alphavideo.com</a>

ID #	Item	Description	Qty	Unit Price	Ext. Price
<b>Chisago Lakes TV - Cablecast System 2014</b>					
<b>Tightrope Cablecast System</b>					
1	CBL-SXLE-320	Tightrope Cablecast SXLE Video Server Two channel decode, one channel encode, multi-format server with 2TB of storage in a 2 rack unit chassis. SDI and composite video with balanced audio. Supports main and high level MPEG-2 and QuickTime. Includes Cablecast Automation and Carousel Server Software. Includes 5 hours of installation support and training	1	\$7,720.00	\$7,720.00
2	CBL-CG339-SDI	Tightrope Bulletin Board Player Carousel bulletin board configured for broadcast in a 1RU chassis. SDI and Composite outputs, genlock input, hardware accelerated graphics. All Carousel features as well as interface with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins updated dynamically throughout the day. 2 hours of installation support and end user training are included	2	\$3,295.00	\$6,590.00
3	CBL-232422-8PT	Tightrope 8-port Serial Adaptor For Cablecast Video and Automation Servers. 8-Port RS-232 or RS-422 serial device. Includes 3 foot USB extension cable to the breakout box.	1	\$580.00	\$580.00
<b>Audio &amp; Video Equipment</b>					
4	60-555-21	Extron MAV 88 AV 8x8 Composite Video & Stereo Audio Matrix Switcher	1	\$915.00	\$915.00
5	RS80	Rolls AM / FM Tuner	1	\$255.00	\$255.00
6	320D	Aphex Compallor Audio Level	2	\$1,115.00	\$2,230.00
7	60-439-29	Extron MDA 3AV DA	2	\$150.00	\$300.00
8	DV-D01U	TASCAM RACKMOUNT DVD PLAYER	1	\$365.00	\$365.00
9	999-5500-002	Vaddio PreVIEW Dual 5.4 LCD Rack Mount Monitors	1	\$1,065.00	\$1,065.00
10	AR-AM4	Marshall Audio Monitor - 4 Stereo Pairs	1	\$420.00	\$420.00
11	GS108P-100NAS	Netgear Prosafe 8PT GETh Switch with 4PT POE	1	\$125.00	\$125.00
<b>SubTotal</b>					<b>\$20,565.00</b>
<b>Remote Computer</b>					

08/01/14

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## Quotation

Date	Quote #	Cust #
07/31/14	AAAQ29128	N/A

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ID #	Item	Description	Qty	Unit Price	Ext. Price
12	8 M1374_FCN	Dell Latitude E5430 Laptop With Cablecast DVDImport Software	1	\$845.00	\$845.00
<b>SubTotal</b>					<b>\$845.00</b>

### Equipment Rack and Accessories

13	60-190-20	Extron Versa Tools Rackshelf	1	\$75.00	\$75.00
14	F1D9401-06	Belkin 19" Rackmount 8 Port KVM	1	\$970.00	\$970.00
15	F1D9401-06	Belkin OmniView Dual Port USB / Video Cable 6'	2	\$30.00	\$60.00
16	PD-2420SC-NS	Middle Atlantic High Density 20Amp Power Strip	1	\$105.00	\$105.00
17	SURTA3000XL	APC 3000VA 3RU Smart-UPS	1	\$1,935.00	\$1,935.00
18	AP8031	APC Network Management Card	1	\$390.00	\$390.00
<b>SubTotal</b>					<b>\$3,535.00</b>

### Alpha Video Systems Integration

19		Alpha Video Installation Labor	1	\$6,780.00	\$6,780.00
20		Alpha Video Installation Materials	1	\$1,175.00	\$1,175.00
<b>SubTotal</b>					<b>\$7,955.00</b>
21		<b>Running SubTotal</b>			<b>\$32,900.00</b>

### Support

22		Alpha Video 1-Yr SMA	1	\$1,635.00	\$1,635.00
23	CBL-SXLE-320-HA	Annual Hardware Assurance contract for the CBL-SXLE-320	1	\$525.00	\$525.00
24	CBL-CG330-SDI-HA	Annual Hardware Assurance contract for the CBL-CG330-SDI	2	\$215.00	\$430.00
25	CBL-SA5-SYS	Annual software maintenance contract. Covers all the software upgrades including major releases at one facility utilizing a single Tightrope Video server.	1	\$945.00	\$945.00
<b>SubTotal</b>					<b>\$3,535.00</b>

Shipping charges are not included and will be billed at actual cost.  
Sales tax is not included and will be billed at actual.

Sub Total	\$36,435.00
Sales Tax	\$0.00
Shipping	\$0.00
<b>Total</b>	<b>\$36,435.00</b>

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ PO: \_\_\_\_\_

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change.  
MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

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## Quotation

Date	Quote #	Cust #
07/31/14	AAAQ29129	N/A

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Prepared For:	Sales Representative:
Terry Vuono Chisago Lakes TV C/O White Bear Taxidermy 4911 Long Ave White Bear Lake, MN 55110 USA	<b>Mike Pouh</b> Sales Executive 952-841-3365 mike.pouh@alphavideo.com
<b>Phone:</b> (651)429-3432 <b>Fax:</b> (651)426-1324 <b>Terms:</b> NET 30 <b>Ship via:</b> Best Way	

ID #	Item	Description	Qty	Unit Price	Ext. Price
<b>Chisago Lakes TV - Leightronix System 2014</b>					
<b>Leightronix Video Server System</b>					
1	ULTRANEXUS	Leightronix Network Managed Video System Controller Network-Managed Video System Controller and Digital Video Server Optimized for Internet, Streaming Video-on-Demand, Includes 2 Playback Channels Includes 1 Hardware Encoder for Broadcast, 1 Hardware Encoder Optimized for Internet Streaming Video-on-Demand File Creation Includes a One-Year Subscription to TOTAL INFO Dynamic Video Content	1	\$9,910.00	\$9,910.00
2	LGX-2TBR-L	Leightronix 2TB USB Hard Drive 2 Terabyte-USB RAID External Hard Disc Array (Rack Mountable) for Use with UltraNEXUS	1	\$1,695.00	\$1,695.00
3	LGX-DVPLY	Leightronix Control Interface DVply DVD Player Interface Cable for Connecting TASCAM DV-D01U DVD Player to UltraNEXUS	1	\$50.00	\$50.00
<b>Audio &amp; Video Equipment</b>					
4	RS80	Rollis AM / FM Tuner	1	\$255.00	\$255.00
5	329D	Aphex Compellor Audio Level	2	\$1,115.00	\$2,230.00
6	60-439-20	Extron MDA 3AV DA	2	\$150.00	\$300.00
7	DV-D01U	TASCAM RACKMOUNT DVD PLAYER	1	\$365.00	\$365.00
8	999-5500-002	Vaddio PreVIEW Dual 6.4 LCD Rack Mount Monitors	1	\$1,065.00	\$1,065.00
9	AR-AM4	Marshall Audio Monitor - 4 Stereo Pairs	1	\$420.00	\$420.00
10	GS108P-100NAS	NETGEAR PROSAFE 8PT GETH SWCH WITH 4PT POE	1	\$125.00	\$125.00
11	VM-55	Kramer 1/5 Composite Video & Stereo Audio Distribution Amplifier	2	\$225.00	\$450.00
12	RR-1	Kramer 19-Inch Rack Adapter	1	\$60.00	\$60.00
<b>SubTotal</b>					<b>\$16,925.00</b>
<b>Remote Computer</b>					
13	8 M1374_FCN	Dell Latitude E5430 Laptop With Leightronix Total Import Software	1	\$845.00	\$845.00

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## Quotation

Date	Quote #	Cust #
07/31/14	AAAQ29129	N/A

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ID #	Item	Description	Qty	Unit Price	Ext. Price
<b>SubTotal</b>					<b>\$845.00</b>
<b>Equipment Rack and Accessories</b>					
14	80-190-20	Extron Versa Tools Rackshelf	1	\$75.00	\$75.00
15	F10C108H	Belkin 19" Rackmount 8 Port KVM	1	\$970.00	\$970.00
16	F1D9401-86	Belkin OmniView Dual Port USB / Video Cable 6'	2	\$30.00	\$60.00
17	PD-2420SC-NS	Middle Atlantic High Density 20Amp Power-Strip	1	\$105.00	\$105.00
18	SURTA3000XL	APC 3000VA 3RU Smart-UPS	1	\$1,935.00	\$1,935.00
19	AP9631	APC Network Management Card	1	\$390.00	\$390.00
<b>SubTotal</b>					<b>\$3,535.00</b>
<b>Alpha Video Systems Integration</b>					
20		Alpha Video Installation Labor	1	\$6,780.00	\$6,780.00
21		Alpha Video Installation Materials	1	\$1,175.00	\$1,175.00
<b>SubTotal</b>					<b>\$7,955.00</b>
22		<b>Running SubTotal</b>			<b>\$29,260.00</b>
<b>Leighttronix Training</b>					
23	LGX-WPT	Leighttronix Customized Online Product Training via WebEx® (per Hour)	8	\$115.00	\$920.00
<b>Support</b>					
24		Alpha Video 1-Yr SMA	1	\$1,455.00	\$1,455.00
Shipping charges are not included and will be billed at actual cost.				Sub Total	\$31,635.00
Sales tax is not included and will be billed at actual.				Sales Tax	\$0.00
				Shipping	\$0.00
<b>Total</b>					<b>\$31,635.00</b>

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_ PO: \_\_\_\_\_

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change.  
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EDA Meeting  
August 4, 2014  
7:30 a.m.

**Members present:** Randy Diers, Keith Carlson, AnnMarie Brink, Greg Shaleen, Sheryl Campbell

**Members absent:** Rob Doherty, Roger Lindgren, Jim McCarville

**Others present:** John Olinger, Gary Gerke, Kathy George, Ian Dudley

**Consideration of Agenda:** Brink moved to approve as presented, Carlson seconded. Motion carried.

**Consideration of Minutes:** Carlson moved to approve the minutes of the July 8, 2014, meeting as written, Brink seconded, motion carried.

- 1. Fascia Loan Application – Lindstrom Bakery:** The City received a loan application from Bernetta Coulombe, owner of the Lindstrom Bakery located at 12830 Lake Boulevard, for a fascia loan in the amount of \$4,309 to install 180 lineal feet of new 24-gauge prefinished galvanized metal gutters at the east and west side of her building. Four new 4"x5" open faced down spouts will also be installed at each corner of the building. Two quotes were received, with the low quote from Lake Area Roofing & Construction, Inc. in Blaine, MN. Coulombe would like to work out an agreement with the City to pay back the loan on an accelerated payment plan, rather than being assessed to her taxes. Olinger reported that staff recommends approval of the loan request.

This is the first request received for this program. **After review and discussion, a motion to approve the Fascia Loan to Bernetta Coulombe for the Lindstrom Bakery building in the amount of \$4,309 was made by Brink, seconded by Campbell. All aye.**

- 2. Board Membership:** At the July meeting, the EDA moved to appoint Sheryl Campbell if she was willing. Campbell accepted and the Board welcomed her. Olinger will follow up with Rob Doherty to see if he is still able to serve.
- 3. Strengthening the Core:** Olinger reported that there has been interest in the fascia loan program, besides the Lindstrom Bakery. Business owners can borrow up to \$5,000 at 1% interest over a 10-year term, with their payments added to their taxes. The lag could be due to the fact that contractors are busy, with the market picking up.

The plantings downtown are done and look great. The gardener is doing a good job maintaining them. The sprinkler system works on battery power. There is some discussion between the contractor and MN DOT about whether it should be on 110 volt electricity. Apparently, there was no requirement in the specifications.



The grass in the plaza areas is not growing. MN DOT will place sod this fall.

Benches have been installed. Olinger is working on the kiosks and their placement.

Two quotes are expected for the Liquor Store on-sale exterior upgrade. A fall completion is hoped for. There are no plans to remodel the interior. Dudley noted that Swedish tourists like the atmosphere of the on-sale, as it is a traditional American pub.

The list of available properties in Lindstrom has been updated and posted on the City's website. No feedback has been received yet. Board Members discussed various buildings, as there has been some interest. However, it was felt that the City / EDA may have to do more to help potential businesses make the numbers work for financing. Also look for ways to match investors with potential tenants. Interest in residential developments is picking up. The flow of Highway 8 is going well. Board Members also felt that it is important to engage the downtown business owners so that they will consider offering extended hours. Many residents of Lindstrom commute to work in other communities. When they are back in Lindstrom, all the stores are closed.

Board Members also discussed the discrepancy between what the Assessor has listed as building values and what the market will bear. The Assessor uses a formula based on square footage and other factors, but the numbers don't work for potential buyers. Taxes are an overwhelming problem when it comes to cash flow. Perhaps after the November election, the representatives can be invited to speak with the EDA about the unique challenges for development/new businesses that are here in Lindstrom. If the representatives will not come to the EDA, then perhaps EDA members will need to go to the Senate and the House to testify. Dudley added that from the arts community he has noticed that it is very difficult to get funding for big projects in this area, since it is on the fringe of the metro area.

Olinger shared the number of hits that have been occurring on the Chamber website that seem to coincide with the KS95 radio ads that have been running. The Chamber, Chisago City EDA, and Lindstrom EDA all contributed to purchase about \$10,000 worth of ads to promote activities for day trips, shopping, adventure, arts, etc., and to draw visitors to the Chamber website. For example, in June the Chamber had 5,163 hits. In July, there were 10,205.

Karl Oskar Days went really well, with about 1,200 people attending the street dance.

**4. 2015 Budget:** The proposed budget was reviewed as follows:

Revenues	
Levy	\$60,000
Rental Income	7,200
2014 Carryover	<u>1,000</u>
<i>Total Revenues</i>	<i>\$68,200</i>

Expenses	
Salaries/Admin	\$11,565
Maple Street House	500
Newell Brick House	3,750
Alternator Shop	300
Fascia Loan Program	- 0 -
Holmquist payback to County	5,000
Holmquist fund 456 reimbursement	25,000
Maple Street Lot/Principal & Interest	<u>22,280</u>
<i>Total Expenses</i>	<i>\$68,395</i>

It was noted that the plan for the Maple Street property is to continue mowing and maintaining the parcel for now. It could be used for parking during events. The Holmquist reimbursement of \$25,000 is a one-time transfer. **After discussion, a motion was made by Carlson, seconded by Shaleen, to recommend approval of the proposed 2015 budget, with the EDA levy set at \$60,000. All aye.**

5. **EDA 5-Year Plan:** Top priorities remain the Panel One Company building and Elms Estates. Acquisition of the Elms Estates property would allow more space for service-type business development. Board Members discussed the process to relocate residents. There is the potential that some of the property owners in this area may become involved in the redevelopment. EDA Members would like to ramp up the incentives to attract new businesses. George offered to gather information on a program that the City of Princeton has implemented. Olinger will put together a possible “package” based on what the City tried to do for the jewelry store.
6. **Lindstrom’s 20-year Vision:** The Planning Commission is working on updating the Comprehensive Plan for the City. They are seeking input from all Committees on what the vision is for the City – what type of community do we want Lindstrom to be in 20 years. Some things the City could work towards that would position the City better for development include market value, annexation, and possible consolidation. EDA Members offered the following comments:
  - A highly regarded resort (or recreation) type community that balances housing, recreation, and work (employment) needs of its residents and guests.
  - A town you call home.
  - Small town feel, small town services.
  - A place to spend a day or a week.
  - A welcoming, friendly, safe, livable, small town/community.

EDA Members were asked to contemplate their vision for Lindstrom between now and the next meeting.

Meeting adjourned at 9:10 a.m.

**CITY OF LINDSTROM**  
**Cash Report for City Council**  
 Current Period: July 2014

08/06/14 8:59 AM  
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FUND	FUND Descr	Begin Mth	MTD Debit	MTD Credit	2014 YTD Bal
Last Dim 10100					
101	General Fund	\$130,622.60	\$910,236.83	\$260,942.94	\$779,916.49
211	Library Special Fund-E.Anderso	\$13,223.64	\$0.00	\$0.00	\$13,223.64
225	Cemetery Perpetual Care Fund	\$125,179.71	\$0.00	\$1,200.00	\$123,979.71
226	Cemetery Improvement Fund	\$5,124.62	\$400.00	\$0.00	\$5,524.62
227	Fire Equipment Fund	\$79,644.91	\$0.00	\$15,000.00	\$64,644.91
238	Park Board (Harmony in Parks)	\$7,295.69	\$671.01	\$5,912.89	\$2,053.81
241	Economic Development Authority	\$7,358.19	\$32,465.42	\$38,821.75	\$1,001.86
243	Construct. Mitigation Fund	\$3,986.74	\$4,500.00	\$0.00	\$8,486.74
299	Benefits Payable Fund	\$40,258.04	\$7,532.32	\$1,282.32	\$46,508.04
301	Streetscape Bonds of 2001	\$33,359.90	\$0.00	\$0.00	\$33,359.90
302	ImprovBond of 2007 (\$400,000)	\$58,045.64	\$14,357.51	\$5,550.00	\$66,853.15
304	ECE Loan of 2006 (\$240,000)	\$75,941.32	\$18,250.00	\$97,720.00	-\$3,528.68
305	W & S Bonds 2006 (\$2,795,000)	\$633,556.35	\$0.00	\$43,787.50	\$589,768.85
313	Improve Bonds 2009A (260,000)	\$6,540.19	\$4,816.66	\$4,185.00	\$7,171.85
314	Improve Bonds 2010A (680,000)	\$138,529.91	\$11,054.53	\$7,305.64	\$142,278.80
323	2012A GO Ref Bond (\$2,475,000)	\$5,175.96	\$0.00	\$1,728.75	\$3,447.21
377	TIF District #2 (Big Scott s)	\$155,141.18	\$39,693.57	\$34.17	\$194,800.58
378	TIF District #3 (Anderson s)	\$1,696.94	\$4,906.39	\$6,603.33	\$0.00
380	TIF District 1-5 Holiday Area	\$0.00	\$1,594.82	\$34.17	\$1,560.65
381	TIF 1-6 (Nabpco)	\$3,258.61	\$4,851.55	\$34.16	\$8,076.00
402	FD Capital Projects/Equipment	\$109,109.12	\$44,650.00	\$6,293.00	\$147,466.12
403	Capital Revolving Equip Fund	\$72,300.06	\$40,756.00	\$22,006.00	\$91,050.06
406	Park Improve. Commission Fund	\$15,248.14	\$24,130.00	\$15,252.40	\$24,125.74
407	Capital Project - Streetscape	\$1,881.25	\$0.00	\$0.00	\$1,881.25
412	Xcel Powerline Project (09)	\$94,886.10	\$0.00	\$0.00	\$94,886.10
421	Streets Maint/Repairs/Projects	\$149,713.30	\$0.00	\$63,695.28	\$86,018.02
423	Capital Construction/Repairs	\$14,641.49	\$49,695.00	\$10,350.00	\$53,986.49
425	Park Fund (Allemansratt)	\$51,206.44	\$12,913.00	\$75.00	\$64,044.44
428	Vehicle Replacement Fund	\$169,158.47	\$36,927.00	\$0.00	\$206,085.47
455	Park Dedication Fees	\$20,274.57	\$0.00	\$0.00	\$20,274.57
456	Highway & 1st Ave Project	\$79,451.84	\$74,051.05	\$1,961.65	\$151,541.24
601	Water Operating Fund	\$1,042,556.60	\$57,213.42	\$55,475.45	\$1,044,294.57
602	Sewer Operating Fund	\$543,564.67	\$139,253.59	\$322,120.81	\$360,697.45
603	Composting Site	-\$407.99	\$227.50	\$719.16	-\$899.65
609	Liquor Store - On Sale	\$133,858.96	\$87,020.19	\$85,520.63	\$135,358.52
630	Water Capital Reserve Fund	\$76,378.92	\$36,054.00	\$0.00	\$112,432.92
631	Sewer Capital Reserve Fund	\$19,185.44	\$5,121.00	\$0.00	\$24,306.44
632	On Sale Capital Reserve Fund	\$7,500.00	\$5,000.00	\$0.00	\$12,500.00
633	Off Sale Capital Reserve Fund	\$61,099.00	\$10,000.00	\$0.00	\$71,099.00
651	Water Hookup (WAC)	\$980,569.09	\$4,655.00	\$1,101.16	\$984,122.93
652	Surface Water Management Fund	\$83,195.70	\$7,287.67	\$18,947.87	\$71,535.50
653	Sewer Hookup (SAC/ITCC)	\$729,496.76	\$12,908.54	\$1,101.16	\$741,304.14
699	Liquor Store - Off Sale	\$210,281.44	\$214,988.79	\$283,169.71	\$142,100.52
802	Community Garden	\$221.00	\$0.00	\$8.78	\$212.22
872	Vet s Memorial/Comm Svc Fund	\$5,613.67	\$200.00	\$19.02	\$5,794.65
874	Vet s Memorial Perpetual Care	\$82,044.55	\$0.00	\$0.00	\$82,044.55
Last Dim 10100		\$6,276,968.73	\$1,918,382.36	\$1,377,959.70	\$6,817,391.39
		\$6,276,968.73	\$1,918,382.36	\$1,377,959.70	\$6,817,391.39

**CITY OF LINDSTROM - FINANCE REPORT**  
**EXP. & REV. VS AMOUNT BUDGETED - July 2014**

EXPENDITURES	AMOUNT BUDGETED	ACTUAL YTD EXPENDED	\$ OVER (UNDER)	% OF BUDGET REMAINING
<b>GENERAL FUND OPERATING</b>				
MAYOR & COUNCIL	17,156	7,933	(9,223)	53.8%
LEGAL NOTICES	4,000	905	(3,095)	77.4%
ADMINISTRATION	299,535	147,602	(151,933)	50.7%
ELECTIONS	4,500	0	(4,500)	100.0%
INTERNAL AUDITING	13,180	12,292	(888)	6.7%
LEGAL SERVICES (thru June)	17,000	6,146	(10,854)	63.8%
PLANNING	10,925	912	(10,013)	91.6%
CITY HALL/CITY AUTO	27,443	15,765	(11,678)	42.8%
POLICE	617,257	360,430	(256,827)	41.6%
FIRE	145,598	42,771	(102,827)	70.6%
BUILDING INSPECTION	93,396	27,539	(65,857)	70.5%
CIVIL DEFENSE	730	0	(730)	100.0%
ANIMAL CONTROL	100	0	(100)	100.0%
GENERAL ENGINEERING	8,000	2,457	(5,543)	69.3%
PUBLIC WORKS	244,391	141,497	(102,894)	42.1%
STREET LIGHTING	65,200	18,611	(46,589)	71.5%
CONTRACT FOR SERVICES	1,000	750	(250)	25.0%
TOURISM/MAINSTREET BEAUTIFICATION	24,549	22,622	(1,927)	7.8%
includes Karl & Kristina Statues Cost of \$12,000				
CABLE TV COMMISSION	17,300	10,123	(7,177)	41.5%
CHISAGO LAKES AREA INFORMATION CENTER	5,990	2,639	(3,351)	55.9%
COMMUNITY CENTER	17,852	8,267	(9,585)	53.7%
PARKS OPERATING	101,111	42,567	(58,544)	57.9%
LIBRARY	17,715	17,479	(236)	1.3%
TOWNSHIP TAX REIMBURSEMENTS (Differentials)	8,299	5,756	(2,541)	30.6%
CEMETERY	23,461	10,745	(12,716)	54.2%
<b>MISCELLANEOUS TRANSFERS TO CAPITAL ACCOUNTS</b>				
ADMINISTRATION	500	0	(500)	100.0%
ELECTIONS (Transfer for future election)	3,500	0	(3,500)	100.0%
STREET/PUBLIC WORKS/STORM SEWER	181,156	150,000	(31,156)	17.2%
TECHNOLOGY	5,200	0	(5,200)	100.0%
REIMBURSE TAX PAYMENT (NSP)	3,077	0	(3,077)	100.0%
GENERAL PARKS	28,500	5,600	(22,900)	80.4%
COFFEE/POT MAINTENANCE CONTRACT	5,545	0	(5,545)	100.0%
CONTINGENCIES/CLEANUP/COMPOST/EDA	4,000	0	(4,000)	100.0%
	<b>2,017,166</b>	<b>1,061,409</b>	<b>(955,757)</b>	<b>47.4%</b>

**GENERAL FUND OPERATING EXPENDITURES:**

All Departments are within their budgets at this time.

continued

CITY OF LINDSTROM - July, 2014

REVENUES	AMOUNT BUDGETED	ACTUAL YTD REVENUE	\$ OVER (UNDER)	% OF BUDGET REMAINING
GENERAL FUND				
TAXES	1,541,678	815,344	(726,334)	47.1%
LICENSES & PERMITS	42,375	13,294	(29,081)	68.6%
INTERGOVERNMENTAL	73,958	22,733	(51,226)	69.3%
CHARGES FOR SERVICES	65,575	34,536	(31,039)	47.3%
MISCELLANEOUS	115,050	59,602	(55,448)	48.2%
TRANSFERS (From LL, LM & Reserves)	178,530	105,018	(73,512)	41.2%
	\$2,017,166	\$1,050,526	(\$966,640)	47.9%

**GENERAL FUND OPERATING REVENUES:**

All Revenues are coming in at a normal rate. The Licenses & Permits will be under budget due to the County taking over the building permits. The first half of LGA did come in as promised by the MN Dept of Revenue. Tax collections appear to be at 100% for the first half.

**ADDITIONAL FINANCE INFORMATION**

Removal of Snow on Highway 8: \$18,022.50 (Budgeted \$40,000)  
Through April 2014

Salt & Sand for Streets: \$ 9,486.24 (Budgeted \$15,000)  
Through April 2014

**City of Lindstrom  
Parks Commission Minutes  
August 4, 2014**

Members present: Pam Schultz, Rusty Johnson, Shari Bachman, John Renaker

Members absent: Matt Rein, Ian Dudley, Austin Turman

Others present: City Administrator John Olinger, Deputy Clerk Kathy George, Public Works Assistant Bill Straub, Council Member Joe Wishy, Rich Bachman, Dale & Pat Williams, Rick & Audrey Twite, Mick & Melissa Vrundy, Jay & Heidi Quist, Steve & Sarah Magnuson, LouAnn Mattson, Ric Stanghelle, Joe & Linda Rogers, Nicole Mortensen, Bernard Johnson, Becky Kellum, Greg Tschida, Don Dreckman, Denise Martin, Bob McGillivray, Eli Klatt, Brad Klatt

**Consideration of Agenda:** Eagle Scout Project was added to the Agenda. The Agenda was approved as amended.

**Consideration of Minutes:** Approval of the July 7, 2014, Park Commission meeting minutes was deferred until the September meeting.

**Allemansrätt Park – Anderson Peninsula:** The focus of the meeting was to meet with neighboring property owners and discuss the possibility for the City to acquire the Anderson Peninsula property. Approximately 80 letters were sent to neighbors, inviting them to the meeting. After introductions, Chair Johnson turned the meeting over to Commission Member Bachman.

Bachman reviewed maps of the current Allemansrätt Park property and the Anderson Peninsula. She stated that about ten years ago, the City acquired 17 acres from the Norelius family. Then, about 5 years ago, 68 acres were added to the City park. Concordia College owns adjacent land and they have provided permission for walking trails.

Allemansrätt Park has been well-used. It is a wilderness park, with very minimal maintenance required. The City's Public Works crew mows a few times a year. The Friends of Allemansrätt Park support the upkeep with various projects. There have been five Eagle Scout projects that have each made improvements to the park.

Bachman stated that the Anderson Peninsula property is 33 acres. There is an 1870's-era homestead that would likely be preserved. An existing pole barn building could be used for storage. There is over one mile of lakeshore on North Center Lake that would be preserved. The terrain is flatter than the existing Allemansrätt Park, which will make it easier for people to walk, hike, snowshoe, cross-country ski, etc. There is a 1970's-era house as well. The condition of the house is unknown; however, people have lived in it in recent years. This house may be used for rental income, or to house a caretaker, or it may be torn down. It might be possible to create a dock/beach area where visitors could boat up and have a picnic. Both the Center Lakes

Association and the Lake Improvement District have been interested and may possibly provide some financial support. If camping is eventually allowed, it would be primitive, walk-in sites with compost toilets. Open land could possibly be used to plant a tree nursery for City parks. The property is also the site of the first “tiered” farming process in the State of Minnesota.

There is an easement through the Anderson property right now that allows Cedar Ridge property owners to have access to the lake. It is the City’s intention to continue to allow access.

Bachman stated that one “con” that she has heard from people in response to the possibility of the Anderson property becoming part of the City Park system is that the property would be taken off the tax rolls. She reviewed an overlay plan, showing that if the property were developed, about 20 single-family homes could be built, or 30 townhomes, or 5-6 agricultural uses. If developed, the traffic would increase about nine trips per day, per family. The need for road improvements would likely negate any tax revenue potential.

The Anderson property was listed on the market for sale at \$8,000,000. Then it went down to \$5,000,000, and then \$3,000,000. The Trust for Public Land has negotiated a purchase agreement with the owners for \$900,000. They would sell the property to the City for \$82,000, plus closing costs. The Anderson family is supportive of preserving the land and making it a part of Allemansrätt Park. Bachman stated that the Park Commission has redirected funds in their budget to allow for the City’s share of the purchase, as follows:

Fund 456-Immigrant Trail Kiosk	\$26,770
Fund 456-Memorial Park	\$17,500
Fund 456-Benches, planters	\$20,000
Fund 406-KichiSaga Trail	\$ 5,000
Fund 425-Public Parking	\$ 5,000
Fund 455-Park Dedication	<u>\$17,557</u>

Total	\$91,827
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Taxes would not be raised because of this purchase. There would be no increased costs to property owners – no taxes, no road improvements. The property might be gated so that visitors have to walk-in, as the Park Commission will need time to finalize the details. A resource management plan is a requirement of the grant. Bachman stated that the Park Commission plans to vote tonight on making a recommendation to the City Council. The City Council will receive the recommendation at the August 21<sup>st</sup> Council Meeting. If approved, an October closing is anticipated.

Comments from the public were as follows, *with responses noted in italics*:

- Consider keeping the road open to allow access with canoes, kayaks, etc.
  - *One long-term goal of the Park Commission is to create a water trail through the Chisago Lakes area.*
- Where do the funds come from to maintain the new park area?
  - *The City Public Works budget, with help from the Friends of Allemansrätt.*
- Who makes the decision about future development?
  - *If the property is purchased with funds from the Trust for Public Lands, and then given to the City, it can never be developed. It will be a wilderness park with no paved trails, no playgrounds, no public boat launch, etc.*
- Is the grant finalized?
  - *Bob McGillivray was present on behalf of the Trust for Public Lands. He stated that he has been working on this acquisition for over 12 years. It has been a long journey, and everything has finally fallen into place. The Purchase Agreement has been achieved. Funds have already been approved for this purchase. Funds come from lottery proceeds. McGillivray noted that if the house is to be rented out or if development will occur, the City will have to get permission from the Legislative-Citizen Commission on Minnesota Resources (LCCMR). There will be a Deed restriction that the property be used as a park.*
- Will sewer and water be extended to the property?
  - *There is a well and septic system now. No other services are anticipated.*
- Is there a conflict between the grant and the easement to the Cedar Ridge property owners?
  - *The title work will have to be examined to make sure; however, McGillivray is not aware of any issues with it.*
- With the thought to put in a dock, would the weeds be removed?
  - *The DNR has jurisdiction over the lakes; the City would be treated the same as any property owner.*
- Is there a natural sandy beach area?
  - *The family had a beach area in front of the house. There are other potential locations.*



- There is a 100-acre parcel for sale south of town on Glader & Olinda with open land, trees, access to Lind Lake and South Center Lake. The asking price is \$850,000. Wouldn't the City be better-off purchasing this property and developing it as an industrial park?
  - *The City would not be able to purchase property for an industrial park using funds from the Trust for Public Land. Industrial Park property/concerns are not addressed by the Park Commission.*
- If acquired, will the Anderson Peninsula become a part of Allemansrätt Park?
  - *Yes – it may be referred to as the Anderson Peninsula or Phase II or something like that.*
- How would the deer herd be managed?
  - *Perhaps offer special hunting permits. Perhaps neighboring residents could be granted permits (archery?).*

Most attendees expressed their support for the acquisition. Some stated it is a fantastic idea. They asked that the neighbors be kept informed. And they also asked the City to ensure that the easement remains in place.

Mick Vrundy stated concern for the condition of the existing City parks, and their use. When he drove around, the Beach Park had people there; however, the rest of the parks seem to be underused. He inferred that the properties that border the Anderson Peninsula would experience an increase in their market value and, therefore, an increase in taxes. City Administrator Olinger stated that the County Assessor looks at market values compared to recent sales – not at whether a property borders a park. Vrundy also questioned the drastic increase in property taxes for the Anderson property. He stated that in 2009 the taxes went from \$2,500 to \$18,000. Now they are about \$14,000. It was explained that the property used to be assessed as agricultural and homestead. However, the owners got rid of the cows and also moved out. There are three undivided interests in the property – Thrivent, and two Anderson sisters. Olinger also explained that if the property were developed, the City would not receive additional taxes. The tax burden is spread out among all property taxpayers. The roads would have to be upgraded. Water, sewer, and electricity would all have to be extended. These additional costs would negate any benefit of new taxpayers sharing the burden.

**After all comments were received, a motion to recommend that the City Council proceed with the purchase through the Trust for Public Land, and further to protect the easement for the Cedar Ridge neighbors, was made by Renaker, seconded by Bachman. Motion passed 4-0. The recommendation will be presented at the August 21<sup>st</sup> Council Meeting.**

Park Commission Meeting  
August 4, 2014  
Page Five

**Eagle Scout Project.** Eli Klatt was present to report on the completion of his Eagle Scout project. Klatt presented photos of the work done to install drain tiles at Morning Sun park. **After review and discussion, a motion to approve completion of the project was made by Bachman, seconded by Schultz. Motion passed 4-0.**

Meeting adjourned 7:50 p.m.