



CITY COUNCIL AGENDA

Monday, April 28, 2025

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

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

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

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

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

CITY COUNCIL MEETING, 6:30 P.M.

Council Chambers | Televised

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

1. CONSENT AGENDA

- A. Approval of Expenditures for April 28, 2025 (Check No. 122642 through 122720) in the Amount of \$486,574.36
- B. Approval of April 7, 2025, Work Session Minutes
- C. Approval of April 10, 2025, City Council Special Work Session Minutes
- D. Approval of April 14, 2025, City Council Work Session Minutes
- E. Approval of April 14, 2025, City Council Meeting Minutes
- F. Approval of April 15, 2025, City Council Special Meeting Minutes
- G. Approval of the Hiring of Part-Time Staff for the Rookery Activity Center

- H. Adopt Resolution No. 25-55, Approving Acquisition and Accepting Drainage and Utility Easement, 2025 Street Reconstruction Project
- I. Adopt Resolution No. 25-54, Declaring Intent to Reimburse Certain Expenditures from Bond Proceeds
- J. Adopt Resolution No. 25-53 Authorizing the Issuance of a Cabaret License, Special Event Permit and Temporary liquor license to St. Joseph of the Lakes Catholic Church
- K. Approval of Exempt Gambling Permit for Lino Lakes Lions
- L. Consider Resolution No. 25-15, Approving Site Improvement Performance Agreement, 416 Lilac Street (BRF Enterprises, LLC)

2. FINANCE DEPARTMENT REPORT

No Report

3. ADMINISTRATION DEPARTMENT REPORT

- A. Consider Appointment of Building Inspector, Meg Sawyer

4. PUBLIC SAFETY DEPARTMENT REPORT

- A. Citygate Final Report, Dave Pecchia

5. PUBLIC SERVICES DEPARTMENT REPORT

No Report

6. COMMUNITY DEVELOPMENT REPORT

- A. Consider Resolution No. 25-52 Approving Interim Use Permit, Rehbeins Black Dirt, Diane Hankee
- B. Consider 2nd Reading of Ordinance No. 05-25, Vacating certain street, drainage, and utility easements on 70th Street and Otter Crossing South, Diane Hankee
- C. Consider Resolution No. 25-44, Approving Site Performance Agreement with ALDI, Diane Hankee

7. UNFINISHED BUSINESS

No Report

8. NEW BUSINESS

No Report

9. NOTICES AND COMMUNICATIONS

- A. There is a Special City Council Meeting in the community room, immediately following this evening's regular meeting. The City Council will be conducting employment contract negotiations and general business may be discussed. The full agenda is posted to the City website.
- B. Environmental Board Meeting on April 30th at 6:30 p.m.
- C. Economic Development Advisory Committee Meeting on May 1st at 8:00 a.m.
- D. Local Board of Appeal and Equalization Meeting on May 5th at 5:30 p.m.
- E. City Council Work Session at 6 p.m. and Regular Meeting at 6:30 p.m. on May 5th
- F. Park Board Meeting on May 7th at 6:30 p.m.

ADJOURNMENT



Expenditures

April 28, 2025

Check #122642 to #122720

\$486,574.36

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 122642 - 122720

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
04/11/2025	122642	AFSCME COUNCIL #5	Remittance Check	550.98
04/11/2025	122643	INTERNATIONAL UNION OF OPERAT	Remittance Check	665.00
04/11/2025	122644	LAW ENFORCEMENT LABOR SERVICE	Remittance Check	1,679.00
04/28/2025	122645	AFLAC	APRIL INSURANCE PREMIUMS	459.84
04/28/2025	122646	ALLIED OIL & TIRE COMPANY	(2) 55 GALLON DRUMS OF DEF FLUID	405.90
04/28/2025	122647	ANOKA COUNTY PROPERTY RECORDS	2025 SOLID WASTE MNGT FIRE STATION #1 -	545.16
			2025 SOLID WASTE MNGT FIRE STATION #2 -	545.16
			2025 SOLID WASTE MNGT PUBLIC WORKS - PI	388.84
			2025 SOLID WASTE MNGT THE ROOKERY - PIN	545.16
			2025 SOLID WASTE MNGT CITY HALL - PIN #	545.16
			2025 SOLID WASTE MNGT PUBLIC WORKS - PI	155.54
			2025 SOLID WASTE MNGT OUTLOT C WATERMAR	53.24
				<hr/> 2,778.26
04/28/2025	122648	ANOKA COUNTY TREASURY OFFICE	APRIL 2025 CAC FIBER	225.00
04/28/2025	122649	APPLIED CONCEPTS, INC.	ANTENNA CABLE	102.00
04/28/2025	122650	ASPEN MILLS, INC.	DEPT EXP - D. RILEY	32.85
			DEPT EXP - C. SOLORZANO	1,300.34
			DEPT EXP - B. POTHEN	1,391.83
			DEPT EXP - C. SOLORZANO	48.95
			UNIFORM ALLOWANCE - D. THILL	8.85
			UNIFORM ALLOWANCE - K. KRAEMER	162.35
			DEPT EXP - C. SCHIRMERS	62.95
			DEPT EXP - BREAKAWAY VESTS	69.90
				<hr/> 3,078.02
04/28/2025	122651	BEST OUTDOOR SERVICES	PLOW DAMAGE IRRIGATION HEAD REPAIRS	500.00
04/28/2025	122652	BLAINE LOCK & SAFE, INC.	GM SERVICE KEYS (4)	104.00
04/28/2025	122653	BRIAN FINKE	TUITION REIMBURSEMENT	493.65
04/28/2025	122654	BUREAU OF CRIMINAL APPREHENS	PRE-EMPLOYMENT FINGERPRINTING	32.00
04/28/2025	122655	CARDINAL INVESTIGATIONS	PRE-EMPLOYMENT BACKGROUND - K. PAGE	845.00
04/28/2025	122656	CARGILL, INC.	ROAD SALT	23,164.70
04/28/2025	122657	CENTENNIAL SCHOOL DISTRICT 12	ACTIVE ADULT BENTLEYVILLE TRIP	68.00
04/28/2025	122658	CENTENNIAL UTILITIES	2ND QTR 2025 UTILITIES	687.09
04/28/2025	122659	CENTURYLINK	TELEPHONE - CIVIC COMPLEX FIRE PROTECTI	68.69
			TELEPHONE - ROOKERY FIRE PROTECTION EQU	67.43
			TELEPHONE - ROOKERY POOL EMERGENCY PHON	142.91
			TELEPHONE	102.16
				<hr/> 381.19
04/28/2025	122660	CITY OF BLAINE	SHARED STREET LIGHTING INSTALL SUNSET &	44,866.03
04/28/2025	122661	CITY OF FRIDLEY	MOTOROLA RADIOS, CHARGERS & LAPEL MICS	7,500.00
04/28/2025	122662	CLIMB THEATRE, INC.	EARTH DAY EVENT PERFORMANCE	1,600.00
04/28/2025	122663	COMCAST	PHONE & INTERNET SERVICES	167.25
04/28/2025	122664	CORE & MAIN LP	FIRE HYDRANT REPLACEMENT PARTS	2,624.83
			VGB POWER CABLE	349.85

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 122642 - 122720

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
			TOUCHPADS	1,218.44
			HYDRANT PARTS	704.50
				<u>4,897.62</u>
04/28/2025	122665	DELTA DENTAL OF MINNESOTA	DENTAL INSURANCE PREMIUMS	5,056.40
04/28/2025	122666	DON'S CIRCLE SERVICE	FRONT END ALIGNMENT #308	156.80
04/28/2025	122667	EHLERS AND ASSOCIATES	HOURLY SERVICES - K. HORN	22,375.00
04/28/2025	122668	ELECTRO WATCHMAN, INC.	FIRE PULL STATION 168 REPAIR	520.27
04/28/2025	122669	EMBEDDED SYSTEMS, INC.	DECODER BOARDS FOR SIRENS (9)	8,955.00
04/28/2025	122670	EMERGENCY APPARATUS MAINTENAN	SAFETY INSPECTION, PUMP & FOAM SERVICE	2,309.09
04/28/2025	122671	ENDURANCE FITNESS OF MN, LLC	Q1 2025 REVENUE SHARE	3,928.75
04/28/2025	122672	FACTORY MOTOR PARTS COMPANY	POLICE TAHOE BRAKE PADS (STOCK)	208.28
			HIGH TEMP GREASE (STOCK)	61.50
			AIR FILTER #259	10.56
				<u>280.34</u>
04/28/2025	122673	FASTENAL COMPANY	HARDWARE FOR STREET SIGNS	49.71
04/28/2025	122674	FAUL PSYCHOLOGICAL PLLC	PRE-EMPLOYMENT EVALUATION - J. JOHNSON	1,330.00
04/28/2025	122675	FIRST ADVANTAGE OCC.	ANNUAL ENROLLMENT	367.10
04/28/2025	122676	FRATTALLONES HARDWARE & GARDE	BYPASS LOPPERS (2)	95.98
04/28/2025	122677	FRONTIER FIRE PROTECTION, INC	ANNUAL FIRE INSPECTION - ROOKERY	344.25
			ANNUAL FIRE INSPECTION - FIRE 2	517.50
				<u>861.75</u>
04/28/2025	122678	HACH COMPANY	WATER TESTING SUPPLIES	131.00
04/28/2025	122679	HALVERSON TREE	HAZARDOUS TREE REMOVAL ON TRAIL	5,850.00
04/28/2025	122680	HAWKINS, INC.	WATER TREATMENT CHEMICALS	120.00
			CHLORINE SWITCHOVER VALVE	660.00
			POOL TREATMENT CHEMICALS	614.33
				<u>1,394.33</u>
04/28/2025	122681	HERITAGE EMBROIDERY & DESIGN	BIRTHDAY PARTY SHIRTS	2,150.00
04/28/2025	122682	IMAGE PRINTING & GRAPHICS, IN	BUSINESS CARDS - M. ETEL	20.00
04/28/2025	122683	IMPERIAL DADE	JANITORIAL SUPPLIES	222.97
			GLASS CLEANER & GLOVES	75.54
			DUSTER WITH SLEEVE (2)	71.62
				<u>370.13</u>
04/28/2025	122684	INSTRUMENTAL RESEARCH, INC.	MARCH WATER TESTING AND WELL 4 SAMPLES	275.00
04/28/2025	122685	J. BECHER & ASSOCIATES, INC.	ADD SURGE PROTECTOR & REWORK SWITCH IN	581.83
04/28/2025	122686	KIMLEY-HORN AND ASSOCIATES, I	NW MAIN MASTER PLAN & AUAR	63,117.20
04/28/2025	122687	LEAST SERVICES/COUNSELING, LL	COUNSELING SERVICES	600.00
			COUNSELING SERVICES & MONTHLY RETAINER	630.00

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 122642 - 122720

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
				1,230.00
04/28/2025	122688	LRS	TOILET RENTAL - TOWER PARK	58.04
04/28/2025	122689	MACQUEEN EQUIPMENT, INC.	DEPT EXP - TURNOUT GEAR (6)	31,212.18
04/28/2025	122690	MANSFIELD OIL COMPANY	1,200 GALLONS DIESEL, 1,600 GALLONS GAS	8,353.18
04/28/2025	122691	Medica	HEALTH INSURANCE PREMIUMS	55,432.42
04/28/2025	122692	MENARDS - FOREST LAKE	TARPS (8)	91.92
			HARDWARE FOR PUMP REPAIR #413	4.68
			BRASS BALL VALVE #413	39.99
				136.59
04/28/2025	122693	MET COUNCIL ENVIRONMENTAL SER	MARCH 2025 SAC	68,884.20
04/28/2025	122694	METRO SALES INCORPORATED	CITY HALL WIDE FORMAT COPIER	54.26
			ROOKERY COPIER	465.44
			PUBLIC WORKS COPIER	113.10
				632.80
04/28/2025	122695	METRO-INET	APRIL IT SERVICES	29,240.00
04/28/2025	122696	MIDWAY FORD COMPANY	REPAIR AIR CONDITIONING #314	695.51
04/28/2025	122697	MIDWEST RADAR & EQUIPMENT, IN	RADAR CERTIFICATIONS (9)	378.00
04/28/2025	122698	MINNESOTA UNEMPLOYMENT INSURA	Q1 2025 UNEMPLOYMENT	1,840.08
04/28/2025	122699	MN DEPARTMENT OF HEALTH	1ST QTR 2025 WATER CONNECTION FEE	14,055.00
04/28/2025	122700	MN METRO NORTH TOURISM BOARD	MARCH 2025 TOURISM TAX	4,482.00
04/28/2025	122701	NORTHLAND RECREATION, LLC	WATERMARK PICKLEBALL COURTS WINDSCREENS	1,571.10
			TOWER PARK PICKLEBALL COURTS WINDSCREE	2,637.40
				4,208.50
04/28/2025	122702	O'REILLY AUTOMOTIVE STORES	UPPER BALL JOINT #308	23.19
			WATER PUMP & THERMOSTAT KIT #308	125.76
			BATTERY CORE RETURN	(22.00)
			BATTERY CORE RETURN	(22.00)
				104.95
04/28/2025	122703	OCCUPATIONAL HEALTH CENTERS O	NEW HIRE & POST ACCIDENT TESTING	310.00
04/28/2025	122704	OTTER LAKE ANIMAL CARE CENTER	RESCUE BOARDING	163.24
			CANINE MEDICATION	62.99
				226.23
04/28/2025	122705	PERFORMANCE PLUS LLC	FIT TESTING - A. RIEHM	36.00
04/28/2025	122706	POMP'S TIRE SERVICE, INC.	(2) FRONT TIRES #308	259.36
04/28/2025	122707	PRECISE MRM LLC	PRECISE GPS ANALYTIC HARDWARE	160.00
04/28/2025	122708	PRESS PUBLICATIONS, INC.	FIVE-YEAR FINANCIAL PLAN	63.35

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 122642 - 122720

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
			ASSESSMENT & CLASSIFICATION OF PROPERTY	114.04
				<u>177.39</u>
04/28/2025	122709	QUADIENT LEASING USA, INC.	POSTAGE MACHINE LEASE	527.04
04/28/2025	122710	QUALITY COUNTS, LLC	TRAFFIC COUNTS - MARILYN DR	320.00
04/28/2025	122711	ROBERT HALF	CONSULTING SERVICES - B. STANGLER	781.00
04/28/2025	122712	SPECIALTY VEHICLES INTERNATIO	TRACK REPLACEMENT & REPAIRS UTV #627	1,771.98
04/28/2025	122713	STANDARD INSURANCE COMPANY	LIFE & DISABILITY INSURANCE PREMIUMS	2,402.12
04/28/2025	122714	STREICHER'S, INC.	UNIFORM ALLOWANCE - C. SCHIRMERS	115.99
			UNIFORM ALLOWANCE - K. SINNA	97.98
				<u>213.97</u>
04/28/2025	122715	TASC - CLIENT INVOICES	ADMIN FEES MARCH 2025	73.70
04/28/2025	122716	TRANS UNION LLC	PRE-EMPLOYMENT CREDIT CHECK	32.98
04/28/2025	122717	U.S. BANK	DRY ERASE BOARDS (4)	122.36
			CHILD WATCH SUPPLIES	34.92
			TUITION - R. COLOTTI	20.00
			STORAGE DRIVE FOR DATA TRANSFER - LEGAL	70.27
			STOCK PHOTOS MONTHLY LICENSE FEE	29.00
				<u>35,725.06</u>
04/28/2025	122718	WALSER POLAR CHEVROLET	UNDERHOOD FUSE BLOCK #308	208.30
04/28/2025	122719	WALTERS RECYCLING & REFUSE	TRASH & RECYCLING	312.90
			TRASH & RECYCLING	1,670.28
				<u>1,983.18</u>
04/28/2025	122720	XCEL ENERGY	ELECTRIC	29.31
			ELECTRIC	4,967.08
				<u>4,996.39</u>
CKING TOTALS:				
Total of 79 Checks:				486,574.36
Less 0 Void Checks:				0.00
Total of 79 Disbursements:				<u>486,574.36</u>



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting April 28, 2025

Transfer In/(Out)

4/11/2025 Payroll #08	(219,121.64)
4/11/2025 Payroll #08 Federal Deposit	(62,942.63)
4/11/2025 Payroll #08 PERA	(61,759.66)
4/11/2025 Payroll #08 State	(14,578.07)
4/11/2025 Payroll #08 Child Support	(321.48)
4/11/2025 Payroll #08 H.S.A. Bank Pretax	(4,106.17)
4/11/2025 Payroll #08 TASC Pretax	(913.42)
4/11/2025 Payroll #08 Mission Sq 457 Def. Comp #301596	(1,950.00)
4/11/2025 Payroll #08 Mission Sq Roth IRA #706155	(669.23)
4/11/2025 Payroll #08 MSRS HCSP #98946-01	(5,426.07)
4/11/2025 Payroll #08 MSRS Def. Comp #98945-01	(2,405.00)
4/11/2025 Payroll #08 MSRS Roth IRA #98945-01	(1,024.00)
4/15/2025 Transfer from FRB Money Market	500,000.00
4/18/2025 Sales & Use Tax	(8,006.00)
4/18/2025 Building Permit Surcharge	(3,213.68)

**Lino Lakes City Council
Work Session
Minutes**

DATE: April 7, 2025
TIME STARTED: 6:00 P.M.
TIME ENDED: 7:51 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Cavegn, Lyden, Stoesz and
Ruhland
MEMBERS ABSENT: None

Staff Members Present: Interim City Administrator Dave Pecchia, City Clerk Roberta Colotti, Community Development Director Michael Grochala, Interim Fire Chief Dan L'Allier, City Planner Katie Larsen, and City Attorney Kristin Nierengarten.

1. Call to Order and Roll Call

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

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

The agenda was adopted as presented.

3. Administration Update

The City Administrator presented the following operations updates:

- Resolution No. 25-41 "Supporting Retention of City Zoning Authority" was sent to the Lino Lakes State Representative and Senator, as well as the League of Minnesota Cities. Our State Senator thanked the city for sending the resolution and provided notice that the state hearing on the proposed amendment to city zoning authority had been cancelled.
- Staff have received the final draft of the public safety department report from Citygate. Citygate representatives have requested a special meeting date of April 30th or May 7th to reduce travel costs.
- Working on the agenda for the Joint Work Session with the Charter Commission on April 10th and the Special City Council Meeting on April 15th, which was scheduled to interview City Administrator candidates.
- Ordinance No. 04-25 "Franchise Extension Agreement" with Comcast, which was adopted by the City Council on March 10th, has been fully executed by all parties.
- The debriefing of the recent water rescue indicated that one of two ambulances left that was needed at the time of the rescue. The overall ambulance service

response times are being reviewed with a goal of reducing response time, so that they are at the same level as other area response times. This is an item for ongoing discussion between the city and ambulance service provider.

- The Interim City Administrator and Community Development Director met with the Forrest Lake School District. The School District is working on future growth estimates and busing numbers.
- The City continues to work with our legal counsel on current litigation.

Council Consensus

It was the consensus of the City Council to schedule the presentation of the Citygate report for the April 28th regular meeting.

4. Even-Year Elections

The City Clerk presented information on the option to move to even-year elections for municipal offices. She reported that the City Council, Charter Commission or citizens through a petition could carry a request to amend the City Charter to establish even-year elections for municipal offices. Furthermore, the effective date for the change from odd-year to even-year elections could be set for a future date.

The City Clerk reviewed that voter engagement and cost savings are two factors to consider in reviewing the change to even-year elections. In 2024 Lino Lakes had 15,322 registered voters at 7 a.m. on the day of the General Election and 14,135 people voted that day. By comparison at the 2023 municipal election 1,785 people voted. There is also a cost to hold a stand-alone municipal election separate from the even-year general election. Currently there are 18 cities out of 856 that are scheduled to hold an odd-year election in 2025 according to the Secretary of State's office.

Council Consensus

It was the consensus of the City Council to forward this matter to the Charter Commission at the April 10, 2025, Joint Meeting and to defer to the Charter Commission to sponsor any amendments to the Charter.

The City Clerk noted that the Charter Commission will have two procedural options for processing the amendment, if supported, including the option to place the question of moving to even-year elections on a future ballot as a question for the voters.

The City Attorney stated that she would prepare a memo for the Charter Commission regarding the legal steps for their review.

5. Joint Meeting with the Charter Commission Overview

The City Clerk reviewed the agenda for the Joint Meeting with the Charter Commission.

It was noted that the City Council would be holding a Work Session, and the Charter Commission would be holding their regular meeting.

It was identified by the City Council that the topic “Other Questions for Council or Charter Commission” was too broad of a category to give sufficient notice of the topic of discussion, and as a result no vote or direction would be given on any items brought forward under this category.

6. Main Street Master Plan & AUAR Update

Kimley Horn Representative Leila Bunge presented a summary report of the Mapping NW Main planning meeting and feedback. She reported that they are preparing to move forward with the Alternative Urban Area-wide Review (AUAR) portion of the project.

Ms. Bunge stated that based on the feedback to date, there are two scenarios that are highlighted for continued discussion. Scenario 1 is based on the existing 2040 Comprehensive Plan and is required under the AUAR process. Scenario 2.1, which focuses on the “Gateway” into Lino Lakes at Sunset and Main Street, is also proposed for further study.

Councilmember Lyden requested that the original scenario be considered as well.

Ms. Bunge reported that the original and current scenarios are posted to the project page on the City website. No formal action is required this evening as this information is being presented for the information of the Council regarding the status of the planning effort.

7. Otter Crossing South Preliminary Plat

The City Planner reported that TYME Properties LLC, is proposing to Preliminary Plat one commercial lot south of CSAH 14 (Main Street), east of I-35E and west of CR 84 (Otter Lake Road) for the purpose of construction an ALDI’s grocery store. She reviewed the site performance agreement details. This item is scheduled for review at the next regular Council meeting.

8. Lake Ameila Ditch Study Update

The Community Development Director reported that in 2023 the City completed the Ameilia Lake Ditch study. The ditch has a drainage area of approximately 255 acres. It is a private ditch, meaning that maintaining the ditch is the responsibility of the individual property owners. Based on the existing concerns and anticipated future changes to the area, two phases of work were recommended.

The Community Development Director reported that in March, staff met with the six property owners to discuss the potential for the City taking over maintenance responsibilities of the ditch and completing a maintenance project to remove accumulated sediment and removal of lower quality trees and shrubs along the banks.

The overall intent of maintenance is to maintain/improve conveyance capacity and improve water quality entering Ameila Lake. City maintenance would be subject to the provisions of easements, by the owners, at no cost to the City. The property owners expressed some interest in the exchange but wanted time to consider. Staff will reach out to the property owners in two to three months to gauge interest.

9. Water Treatment Plant Construction – Building Setback

The Community Development Director introduced Jon Christensen, PE, WSB and Brian Bourassa.

Mr. Christensen stated that the City's new Water Treatment Plant building, located at 6590 12th Avenue S., was intended to have a 50' setback from the right-of-way boundary on Birch Street and on 12th Avenue S. The actual building currently under construction has a 46' setback from the right-of-way boundary on Birch Street. He reported that the building and associated sitework shift was caused by a data conversion process error at the start of the design phase of the project.

The Community Development Director stated that based on the WSB review it appears that the primary issue will be conformance with the zoning code. The property is in the PSP, Public/Semi Public zoning district. The setback from a major collector or arterial street is 50 feet. He presented four options to correct the issue.

Council Consensus

It was the consensus of the City Council to direct staff to pursue option #3 "Amend the Zoning Ordinance requirement in the PSP District".

10. Notices and Communications

Mayor Rafferty reported that the next VLAMO meeting is in a few weeks.

Councilmember Stoesz questioned when the North Metro TV report would be presented.

The City Administrator reported that a date has not been announced for the meeting.

Mayor Rafferty extended his appreciation to the public safety personnel who responded to the Baldwin Lake rescue.

11. Adjournment

Mayor Rafferty adjourned the meeting at 7:51 p.m.

These minutes were approved at the regular Council Meeting on April 28, 2025.

Roberta Colotti, CMC, City Clerk

Rob Rafferty, Mayor

**Lino Lakes City Council
Special Work Session
Joint Meeting with the Charter Commission
Minutes**

DATE: April 10, 2025
TIME STARTED: 6:30 P.M.
RECESS/RECONVENE 8:35 P.M. / 8:45 P.M.
TIME ENDED: 9:17 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Cavegn, Lyden, Stoesz and
Ruhland
MEMBERS ABSENT: None

Staff Members Present: Interim City Administrator Dave Pecchia and City Clerk Roberta Colotti.

Charter Commissioners Present: Chair Caroline Dahl, Commissioners, Donald Aldentaler, Kelli Damiani, Coral Digatono, John Grattan III, Dean Hausladen, Eric Holmstrom, Dan Nicholson, Angela Obert, Justin Reynolds, Melissa Rodriguez and Mike Trehus.

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 6:30 p.m.

The Chair of the Charter Commission called the regular Charter Commission Meeting to Order at 6:30 p.m.

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

The agenda was adopted as presented.

3. Charter Commission Public Comment Period

The Charter Commission Chair opened the floor for comment from the public. No comment was made. The Chair closed the public comment period.

4. Joint Discussion with Charter Commission

a. Notification to Residents of Development Proposals

There was discussion of the type of notification that is provided by the City to inform residents that a development project is being proposed. The proposed design of a sign notifying residents of a development project was presented and reviewed by the Charter Commission and City Council. The online "Notify Me" notification platform was discussed along with the other methods of notification.

b. Zoning Regulations: Minimum Distances Between Businesses

A memo from the City Attorney regarding the City's authority to govern the distances between businesses was reviewed. The Charter Commission Chair

brought forward a discussion on the distances between business and residential properties. The Mayor reviewed that zoning districts are for types of development and commercial developers will review if the proposed development will work before applying.

c. Open Mic

The Rules of Decorum regulations regarding the time allowed at open mic was discussed. Councilmember Lyden stated that it is also helpful if the speaker provides a written summary of their statement for the Council.

d. Five-Year Financial Plan

The Charter Commission Chair reviewed the history of the City Charter requirement calling for a five-year Financial Plan to be prepared. The Mayor reviewed the current financial management plan elements and steps for approval. The Charter Commission Chair accepted the report into the record for the Charter Commission.

e. 2024 Citizen Petitions to Amend the Charter

The Charter Commission Chair accepted in the record for the Charter Commission, the City Attorney's report stating that the City Council found the 2024 petitions to amend the City Charter (two petitions) and ordinance (one petition) to be legally invalid and that no further action was required.

f. Even-Year Elections

The City Clerk reported that the City Council had discussed even-year elections, and as a change from odd to even-year elections would require a Charter amendment, had deferred to the Charter Commission on the matter. She provided an overview of the statistics for the 2023 and 2024 elections and budgeted expenses.

The Charter Commission made a motion to schedule a discussion regarding even-year elections and a motion to set the discussion date for the regular Charter Commission meeting on July 10, 2025. It was noted that with this there would be no changes to the 2025 election and that any ballot questions regarding moving to even-year elections would need to be scheduled after 2025 given the timeframe for preparing and submitting a ballot question.

Recesses / Reconvene

Mayor Rafferty recessed the meeting at 8:35 p.m.

Commissioners Aldentaler and Nicholson left the meeting.

Mayor Rafferty reconvened the meeting at 8:45 p.m.

g. Stormwater Utility

Mayor Rafferty provided an overview of the Stormwater Utility history and the purpose of the funds. The Charter Commission and Council discussed funding options related to stormwater utilities and regulations surrounding stormwater management.

h. Other Questions for Council or Charter Commission

The Charter Commission Chair stated that she asked that this agenda item be added as a time for the Council to ask any questions of the Charter Commission as the Commission had set forth a series of questions for discussion this evening as part of the regular agenda.

Mayor Rafferty thanked the Chair for the opportunity and confirmed with the Council that there were no additional questions outside of the agenda items already discussed.

5. Charter Commission Old Business

The Charter Commission provided approval of the Charter Commission January 9, 2025, minutes as presented.

6. Charter Commission New Business

The Charter Commission Chair presented the Yearly Letter to the Judge, outlining Charter Commission activities in 2024, to the Charter Commission, prior to submitting to the Judge as required.

7. Adjournment

Mayor Rafferty adjourned the City Council Work Session at 9:17 p.m.

These minutes were approved at the regular Council Meeting on April 28, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty
Mayor

**Lino Lakes City Council
Work Session
Minutes**

DATE: April 14, 2025
TIME STARTED: 6:00 P.M.
TIME ENDED: 6:26 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Cavegn, Lyden, Stoesz and
Ruhland
MEMBERS ABSENT: None

Staff Members Present: Interim City Administrator Dave Pecchia, City Clerk Roberta Colotti, Community Development Director Michael Grochala, City Engineer Diane Hankee, City Planner Katie Larsen, Interim Public Safety Director Curt Boehme, Interim Fire Chief Dan L'Allier

1. Call to Order and Roll Call

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

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

The agenda was adopted as amended to move the Review of the Regular Agenda ahead of the Administrative Update.

3. Review Regular Agenda

The Interim Public Safety Director and Interim Fire Chief reviewed the Family and First Responder Recognition scheduled for Special Presentation this evening.

Mayor Rafferty stated that the City has been recognizing Arbor Day for 34 years. This evening a Proclamation Declaring Arbor Day is scheduled for Special Presentation.

The Council reviewed the two Community Service Officer, three Part-Time Firefighter, two Paid On-Call Firefighter, Community Development Administrative Assistant and Accounting Clerk II appointments scheduled for this evening.

Mayor Rafferty thanked the Interim City Administrator for his efforts to improve the timeline for the appointment process for public safety personnel, noting that this is the closest we have recently come to a full staff at the fire department.

The City Planner reviewed the Otter Crossing South Preliminary Plat request.

The City Engineer reviewed the scheduled public hearing to vacate certain street, drainage and utility easements on 70th Street and Otter Crossing South.

The City Engineer requested that Item 6E “Resolution NO. 24-44 – Approving Site Performance Agreement with ALDI” be removed from the agenda.

The City Planner reviewed the Java Lino Lakes project Final Plat, Development Agreement and Resolution to Amend Resolution No. 24-143 regarding the Legal Description.

The City Planner requested that Item D (ii) “Consider Resolution No. 25-46 “Approving Development Agreement, for the Java Lino Lakes project be adopted “as amended” with an amendment as there was an amendment to the development agreement item 10A of the contract, recommend by the City Attorney.

The City Engineer reviewed Item 6E, noting that it should be retitled “Market Place Drive Realignment Project” from the current title. She reviewed the details of this project.

The Community Development Director reviewed Item 6F “Consider Resolution No. 25-51 , Ordering Preparation of Alternative Urban Areawide Review (AUAR), Mapping NW Main”.

The Council supported moving Item 6F to the Consent Agenda for action at the regular meeting.

The Community Development Director requested direction regarding the requirements for holding a neighborhood meeting as part of the Peltier Ponds development process. It was noted that any expense associated with this meeting would be the responsibility of the developer.

Council Consensus

It was the Consensus of the City Council to require the Peltier Ponds developer to host a neighborhood meeting as part of the development project process.

4. Administration Update

The City Administrator stated that in consideration of the time, he would provide an Administration update at a future meeting.

5. Adjournment

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

These minutes were approved at the regular Council Meeting on April 28, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

DATE: April 14, 2025
TIME STARTED: 6:30 PM
TIME ENDED: 7:22PM
LOCATION: City Council Chambers
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Cavegn, Lyden, Ruhland and Stoesz
MEMBERS ABSENT: None

Staff Members Present: Interim City Administrator Dave Pecchia, City Clerk Roberta Colotti, Community Development Director Michael Grochala, City Engineer Diane Hankee, City Planner Katie Larsen, Interim Public Safety Director Curt Boehme, and Interim Fire Chief Dan L’Allier.

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

Mayor Rafferty provided an overview of the Rules of Decorum.

PUBLIC COMMENT

Mayor Rafferty opened the public comment period.

Catherine Decker, 614 Pine Street, Lino Lakes, expressed her concern regarding Nature’s Refuge North development proposal. She stated that the proposed high-density development of approximately 100 homes, on 30 buildable acres of land, is directly behind her property. She stated that the plan threatens to fundamentally disrupt not only the physical landscape but also the values and identity that define the city. She stated nearly 100 homes in such a limited space will require significant land and water alteration, including massive grading and fill that will inevitably change the flow and storage of water across the area. She stated that her property has never been impacted by flooding or the floodplain. She stated that she suspects this water will inevitably make its way to 10-22-32 which she said is already dammed by Andall Street and 4th Avenue, not flowing and flooding several of her neighbors. She stated that with the proposed changes, stormwater runoff will increase dramatically, putting her land and those of her neighbors at serious risk of increased flooding.

Ms. Decker asked the Lino Lakes Planning & Zoning Board, the City Council of Lino Lakes, the Rice Creek Watershed District and the developer to:

1. Ensure that no redirected wetlands or drainage paths encroach upon her property or surrounding properties or upstream and downstream lots; and
2. Maintain the current size and integrity of the floodplain to prevent future flooding and environmental degradation; and
3. The zoning for this area is consistent with the long-standing, neighboring properties.

She stated that an email had been sent to the Mayor on the matter and requested that it be added to the public record along with her public comment this evening.

Chris Stowe, 426 Pine Street, Lino Lakes, spoke about 10-22-32. He stated that dredging work had been done by Rice Creek Watershed. He reviewed the current condition of the drainage system. He outlined the flooding concerns for his property, noting that it impacts his livelihood. He expressed his concerns with the proposed development in the area and the impact that it will have on the drainage system. He stated that he has spoken with Rice Creek Watershed and is sharing his concerns this evening to put the City on notice.

Delight DeMulling, 875 Lois Lane, Lino Lakes, reported that she had received a detailed response from the City staff regarding her previous public comment question about federal funding that the City received. She stated that that regarding the state public safety funding that was pending, the impact of federal funding on the state may in turn impact the state's ability to fund local grants.

Ms. DeMulling suggested that the promotion for Night to Unite be updated regarding bullet number in the city newsletter, "Building relationships with your neighbors, which allows you to get to know one another and determine who belongs in your neighborhood" be amended. She suggested removing the last part of the sentence and just have it state building relationships with your neighbors, which allows you to get to know one another.

Sam Bennett, 6841 Lakeview Drive, Lino Lakes, reviewed the proposed improvement along Red Maple Lane. He outlined that reducing the roadway would reduce costs and allow for the preservation of more trees along the project area. He reviewed several alternatives that could be implemented to reduce the scope of the project and save all taxpayers and the assessed property owners money.

Motion to close the public comment period at 6:45 p.m.

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

SETTING THE AGENDA

Motion to move Item 6F "Consider Resolution No. 25-51, Ordering Preparation of Alternative Urban Areawide Review (AUAR), Mapping NW Main" to the consent agenda and to delete Item 6C "Consider Resolution No. 25-44 Approving Site Performance Agreement with ALDI" from the agenda and to adopt the balance of the agenda as presented.

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

SPECIAL PRESENTATIONS

The Interim Public Safety Director and Interim Fire Chief presented a family and first responder lifesaving recognition.

Mayor Rafferty issued a Proclamation declaring Friday, April 25, 2025, as Arbor Day in the City of Lino Lakes.

1. CONSENT AGENDA

Motion to Approve Consent Agenda Items #1A through 1G and Item 6F as presented.

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

2. FINANCE DEPARTMENT REPORT

None

3. ADMINISTRATION DEPARTMENT REPORT

A. Appointment: CSO

Motion to appoint Chloe Solorzano to the Community Service Officer position at Step 1 of the Community Service Officer wage scale, beginning April 16, 2025.

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

B. Appointment: CSO

Motion to appoint Bennett Pothén to the Community Service Officer position at Step 1 of the Community Service Officer wage scale, beginning April 16, 2025.

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

C. Appointment: Park-Time Firefighter

Motion to appoint Anas Sumrin to the Part-Time Firefighter position, at Step 1 of the Part-Time Firefighter wage scale, beginning April 21, 2025.

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

D. Appointment: Part-Time Firefighter

Motion to appoint Aidan Gregg to the Part-Time Firefighter position, at Step 1 of the Part-Time Firefighter wage scale, beginning April 21, 2025.

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

E. Appointment: Part-Time Firefighter

Motion to appoint Jaxon Johnson to the Part-Time Firefighter position, at Step 1 of the Part-Time Firefighter wage scale, beginning April 21, 2025.

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

F. Appointment: Paid On-Call Firefighter

Motion to appoint Samuel Gibson Eyestone to the Paid On-Call Firefighter position, at \$22.44 per hour, beginning April 21, 2025.

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

G. Appointment: Paid On-Call Firefighter

Motion to appoint Kaleb Paehlke to the Paid On-Call Firefighter position, at #22.44 per hour, beginning April 21, 2025.

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

H. Appointment: Community Development Administrative Assistant

Motion to appoint Marissa Ertel to the Administrative Assistant position, at Step 2 of the Administrative Assistant wage scale, beginning April 15, 2025.

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

I. Appointment: Accounting Clerk II

Motion to appoint Michael Persons to the Accounting Clerk II position, at Step 5 of the Accounting Clerk II wage scale, beginning April 15, 2025.

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

4. PUBLIC SAFETY DEPARTMENT REPORT

None

5. PUBLIC SERVICES DEPARTMENT REPORT

None

6. COMMUNITY DEVELOPMENT REPORT

A. Resolution No. 25-43

Motion to adopt Resolution No. 25-43 Approving Otter Crossing South Preliminary Plat

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

B. Vacation of Street, drainage, and utility easement on 70th Street and Otter Crossing South

i. Public Hearing

Mayor Rafferty opened the Public Hearing at 7:11 p.m.

No comments were made.

Motion to close the Public Hearing at 7:11 p.m.

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

ii. First Reading Ordinance No. 05-25

Motion to dispense with the full reading of Ordinance No. 05-25 Vacating Certain Street, Drainage, and Utility Easements (70th Street and Otter Lake Service Road, Anoka County, Minnesota)

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

Motion to provide first reading of Ordinance No. 05-25 Vacating Certain Street, Drainage, and Utility Easements (70th Street and Otter Lake Service Road, Anoka County, Minnesota)

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

C. Item Removed from Agenda

D. Java Lino Lakes

i. Resolution No. 25-45

Motion to adopt Resolution No. 25-45, Approving Java Lino Lakes Final Plat

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

The City Planner presented an amendment to the language within the development agreement as prepared by the City Attorney.

ii. Resolution No. 25-46

Motion to adopt Resolution No. 25-46, Approving Java Lino Lakes Development Agreement, as amended by the City Attorney.

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

iii. Resolution No. 25-47

Motion to adopt Resolution NO. 25-47, Amending Resolution No. 24-143 Legal Description for Conditional Use Permit for Automobile Repair-Minor (Lot 1, Block 2, Java Lino Lakes)

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

E. Item Retitled from “2025 Street Reconstruction and Sewer and Water Extension Project” to “Market Place Drive Realignment Project”

i. Resolution 25-48

Motion to adopt Resolution No. 25-48, Accept Bid and Awarding a Construction Contract Market Place Drive Realignment Project.

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

ii. Resolution 25-49

Motion to adopt Resolution No. 25-49 Approving the Construction Services Contract Market Place Drive Realignment Project.

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

F. Item moved to Consent Agenda / Approved

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

None

9. NOTICES AND COMMUNICATIONS

Mayor Rafferty announced that there is a City Council Special Meeting, Tuesday, April 15th at 9:30 a.m. at City Hall. The City Council will be interviewing candidates for the City Administrator position. General business may be discussed. The full agenda is posted on the website.

ADJOURNMENT

Mayor Rafferty adjourned the meeting at 7:22 p.m.

These minutes were approved at the City Council Meeting on April 28, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
SPECIAL MEETING
MINUTES**

DATE: April 15, 2025
TIME STARTED: 9:45 AM
TIME ENDED: 1:23 PM
LOCATION: City Hall Community Room
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Cavegn, Lyden, Ruhland and Stoesz
MEMBERS ABSENT: None

Staff Members Present: Interim City Administrator Dave Pecchia, City Clerk Roberta Colotti, Human Resources and Communications Manager Meg Sawyer, Community Development Director Michael Grochala, Interim Public Safety Director Curt Boehme, Interim Fire Chief Dan L'Allier, and Public Services/Parks & Recreation Director Rick DeGardner.

The meeting was called to order by Mayor Rafferty at 9:45 AM

PUBLIC COMMENT

No Comment Provided

SETTING THE AGENDA

The agenda was adopted as presented.

1. CONSENT AGENDA

None

2. FINANCE DEPARTMENT REPORT

None

3. ADMINISTRATION DEPARTMENT REPORT

The Human Resources and Communications Manager and Pat Melvin with DDA Human Resources, Inc. reviewed the format for the interview process.

The City Council conducted interviews for the City Administrator position.

Motion to extend an offer to candidate Anderson, without selecting an alternate.

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

Motion to authorize the Interim City Administrator, Human Resources and Communications Manager and DDA Human Resources Representative Pat Melvin, to enter into negotiations with candidate Anderson and to prepare a draft contract for presentation to the City Council.

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

Council Consensus

It was the consensus of the City Council to seek a contract with the Interim City Administrator to provide advisory services at the conclusion of the Interim Administrator contract.

4. PUBLIC SAFETY DEPARTMENT REPORT

None

5. PUBLIC SERVICES DEPARTMENT REPORT

None

6. COMMUNITY DEVELOPMENT REPORT

None

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

None

9. NOTICES AND COMMUNICATIONS

No Report

ADJOURNMENT

Motion to adjourn the meeting at 1:23 p.m.

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

These minutes were approved at the City Council Meeting on April 28, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 28, 2025

TOPIC: Approval of the Hiring of Part-Time Staff for the Rookery Activity Center

VOTE REQUIRED: Simple Majority

INTRODUCTION

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

BACKGROUND

Staff is seeking approval to hire part-time personnel to work at The Rookery. The recruiting process has identified candidates that will be a great addition to our staff at The Rookery.

RECOMMENDATION

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

First Name	Last Name	Title
Brendan	Chretien	Lifeguard
Griffin	Lofgren	Lifeguard
Sarah	McMullen	Aquatics Lead
Alyda	Overgaard	Lifeguard
Tyler	Cook	Lifeguard
Jaxon	Noon	Lifeguard

Start dates vary based on position and training schedule.

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

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

STAFF ORIGINATOR: Diane Hankee PE, City Engineer

MEETING DATE: April 28, 2025

TOPIC: Consider Resolution No. 25-55, Approving Acquisition and Accepting Drainage and Utility Easement, 2025 Street Reconstruction Project

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting council approval to purchase a Drainage and Utility Easement associated with the 2025 Street Reconstruction Project.

BACKGROUND

The City is reconstructing 62nd Street east of West Shadow Lake Drive. The proposed improvements require additional drainage and utility easement from the property located at 760 62nd Street. The easement area already encumbered by a power line easement and will continue with its current use as a roadside ditch. The easement is 13 feet wide by 225 feet long. This property is currently occupied by a single family residential use and is zoned rural.

Through negotiations with the property owner a memorandum of agreement has been reached in the amount of \$2,300.00.

RECOMMENDATION

Staff is recommending approval of Resolution No. 25-55.

ATTACHMENTS

1. Resolution No. 25-55
2. Drainage and Utility Exhibit

**CITY OF LINO LAKES
RESOLUTION NO. 25-55**

**APPROVING ACQUISITION AND ACCEPTING DRAINAGE AND UTILITY EASEMENT
2025 STREET RECONSTRUCTION PROJECT**

WHEREAS, the City Council has authorized the preparation of plans and specifications to construct the 2025 Street Reconstruction Project, and

WHEREAS, the proposed improvements require the acquisition of a drainage and utility easement for the making of said improvements:

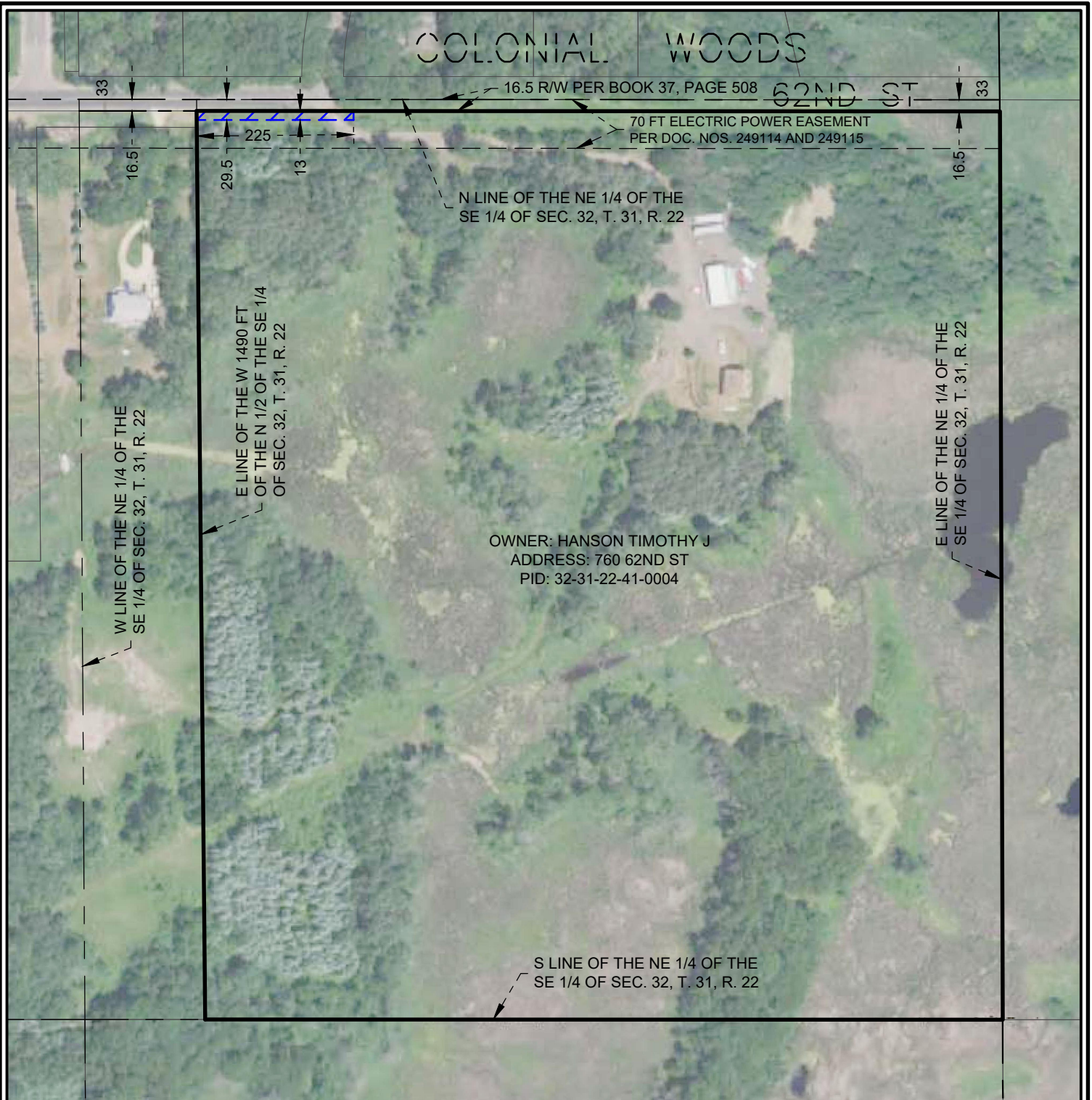
NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the purchase of a drainage and utility easement from the property located at 760 62nd Street is hereby approved in the amount of \$2,300.00.

Adopted by the City Council of the City of Lino Lakes this 28th day of April, 2025.

Rob Rafferty, Mayor

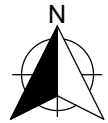
ATTEST:

Roberta Colotti, City Clerk



PERMANENT DRAINAGE AND UTILITY EASEMENT AREA = 2,925 SQ. FT.

PARCEL LINE



Graphic Scale (feet)



1 inch = 200 feet

Prepared by:



Drainage & Utility Easement Exhibit

PID: 32-31-22-41-0004
Address: 760 62nd St
City of Lino Lakes, Minnesota

WSB Project No. 023620-000

Date: 3/27/2025



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

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: April 28, 2025

TOPIC: Consider Resolution No. 25-54, Declaring Intent to Reimburse Certain Expenditures from Bond Proceeds, Market Place Drive Realignment

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting council approval to declare the City's intent to reimburse itself from bond proceeds for the proposed Market Place Drive Realignment Project.

BACKGROUND

On April 14, 2025 the City Council awarded the contract for the Market Place Drive Realignment Project. The project includes roadway improvements and extension of sanitary sewer and water trunk utility lines. The estimated project cost is \$1,635,900.

The projects will be funded by a combination of land sale proceeds, municipal street state aid and Area and Unit trunk utility funds. The portion of the project funded from the Area and Unit fund, estimated at \$537,000, may be financed by issues of bonds. The Internal Revenue Code requires cities to declare their intent to reimburse project costs incurred prior to receipt of bond proceeds. Preliminary expenditures such as architectural, engineering, surveying, bond issuance, and similar costs are exempt from this provision. The total amount of bonds issued may be less than the authorized limit.

Approval of the bond reimbursement resolution does not obligate the City to issue bonds.

RECOMMENDATION

Staff is recommending adoption of Resolution No. 25-54.

ATTACHMENTS

1. Resolution No. 25-54

CITY OF LINO LAKES, MINNESOTA

RESOLUTION NO. 25-54

**DECLARING THE OFFICIAL INTENT OF THE
CITY OF LINO LAKES TO REIMBURSE CERTAIN EXPENDITURES FROM THE
PROCEEDS OF BONDS TO BE ISSUED BY THE CITY
(Market Place Drive Project)**

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of a tax-exempt bond;

WHEREAS, the City has determined to make this declaration of official intent (“Declaration”) to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations.

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

1. The City proposes to undertake certain trunk sanitary sewer and water main improvements, as part of the Market Place Drive Improvement Project.
2. The City reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of bonds in an estimated maximum principal amount of \$537,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or 5 percent of the proceeds of an issue; or (c) “preliminary expenditures” up to an amount not in excess of 20 percent of the aggregate

issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the bonds described in paragraph 2 are consistent with the City’s budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City’s budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Adopted by the City Council of the City of Lino Lakes this 28th day of April, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

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

STAFF ORIGINATOR: Roberta Colotti, CMC, City Clerk

MEETING DATE: April 28, 2025

TOPIC: Resolution No. 25-53, Authorizing the Issuance of a Cabaret License, Special Event Permit and Temporary liquor license to St. Joseph of the Lakes Catholic Church

VOTE REQUIRED: Simple Majority

INTRODUCTION

The Council is being asked to consider approval of Resolution No. 25-53, Authorizing the Issuance of a Cabaret License (required to have a band/music with dance floor), Special Event Permit and Temporary liquor license to St. Joseph of the Lakes Catholic Church.

BACKGROUND

St. Joseph of the Lakes Catholic Church has applied for permits to host a festival event this summer on August 9th and 10th. They have included the dates for set-up and take-down in their application. They have successfully hosted this event in the past.

Background information has been submitted for the approval of the public safety division.

RECOMMENDATION

Adopt Resolution No. 25-53, Authorizing the Issuance of a Cabaret License, Special Event Permit and Temporary Liquor License to St. Joseph of the Lakes Catholic Church.

ATTACHMENTS

Resolution No. 25-53

**CITY OF LINO LAKES
RESOLUTION NO. 25-53**

**AUTHORIZING THE ISSUANCE OF A
CABARET LICENSE, SPECIAL EVENT PERMIT AND TEMPORARY LIQUOR LICENSE
TO ST. JOSEPH OF THE LAKES CATHOLIC CHURCH**

WHEREAS, the St. Joseph of the Lakes Catholic Church has applied for a cabaret license, special event permit and temporary liquor license; and,

WHEREAS, the event is scheduled to take place on August 9, 2025, and August 10, 2025, with setup and takedown scheduled around those dates; and,

WHEREAS, the event is to be hosted at the St. Joseph of the Lakes Catholic Church; and

WHEREAS, the Public Safety Department will review the plans for the event; and,

WHEREAS, St. Joseph of the Lake Catholic Church has successfully hosted this event in the past.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the City Council authorizes issuance of a Cabaret License, Special Event Permit and Temporary Liquor License for St. Joseph of the Lakes Catholic Church to host a festival on August 9th and 10th of this year, contingent upon the approval of the Public Safety Department including any and all background checks, payment of any fees, and confirmation of all required documentation.

Adopted by the City Council of the City of Lino Lakes on this 28th day of April 2025.

Rob Rafferty,
Mayor

ATTEST:

Roberta Colotti, CMC,
City Clerk

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

STAFF ORIGINATOR: Roberta Colotti, CMC, City Clerk

MEETING DATE: April 28, 2025

TOPIC: Approval of Exempt Gambling Permit for Lino Lakes Lions

VOTE REQUIRED: Simple Majority

INTRODUCTION

The Minnesota Department of Public Safety, Alcohol and Gambling Enforcement division issues Exempt Permits to nonprofit organizations that conduct lawful gambling on five or few days and awards less than \$50,000 in prizes during a calendar year. This is not a regular gambling permit which requires a City Council resolution. Instead, the City is asked to acknowledge the permit with either; no waiting period, require a 30-day waiting period or deny the application.

BACKGROUND

The City is in receipt of the following applications:

- Lino Lakes Lions, Raffle at St. Joseph Church on October 11, 2025
- Lino Lakes Lions, Raffle at St. Joseph Church on November 4, 2025

RECOMMENDATION

Motion to acknowledge and approve the application for Exempt and Excluded Gambling Permit for the Lino Lakes Lions raffles as presented, with no waiting period.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Diane Hankee PE, City Engineer

MEETING DATE: April 28, 2025

TOPIC: Consider Resolution No. 25-15 Approving Site Improvement Performance Agreement, 416 Lilac Street (BRF Enterprises, LLC)

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting City Council consideration to approve the site improvement performance agreement for the 416 Lilac Street (BRF Enterprises, LLC).

BACKGROUND

The City reviewed a land use application site and building plan for BRF Enterprises, LLC located at 416 Lilac Street. BRF Enterprises, LLC is owned by Brandon Fuhr. The property is zoned general industrial. He plans to operate a professional automotive collision/repair shop and a towing/recovery company. The existing building will be renovated and outdoor storage area hard surfaced and fenced. The existing site is 1.07 acres. The existing building was constructed in 1985. The rear yard area is currently a gravel surface.

The proposed BRF Enterprises, LLC plan meets ordinance and performance standards and staff recommends approval of the project.

RECOMMENDATION

Staff is recommending the City Council approve Resolution 25-15 approving the site improvement performance agreement for 416 Lilac Street (BRF Enterprises, LLC).

ATTACHMENTS

1. Resolution No. 25-15
2. Project Location Map
3. Site Improvement Performance Agreement

**CITY OF LINO LAKES
RESOLUTION NO. 25-15**

**APPROVING SITE IMPROVEMENT PERFORMANCE AGREEMENT WITH
BRF ENTERPRISES, LLC (416 LILAC STREET)**

WHEREAS, the City has completed review of the site and building plans for 416 Lilac Street (BRF Enterprises, LLC); and

WHEREAS, the legal description of the property is Lot 5, Block 1, Lino Industrial Park; and

WHEREAS, City Code Section 1007.020(6) requires a site improvement performance agreement.

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

Adopted by the Council of the City of Lino Lakes this 28th day of April, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

416 Lilac Street



1 in = 100 Ft

Address Labels



Parcels

**CITY OF LINO LAKES, MINNESOTA
SITE IMPROVEMENT PERFORMANCE AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2025, is by and between the **City of Lino Lakes**, a municipal corporation organized under the laws of the State of Minnesota, and BRF Enterprises LLC., 416 Lilac Street ("Developer").

WHEREAS, the Developer has received approval of Site Development Plans, hereinafter called the "Plans", by the City of Lino Lakes on the 28 day of April, 2025, and in accordance with the Plans all of which are made a part hereof by reference. In consideration of such approval, the Developer, its successors and assigns, does covenant and agree to perform the work as set forth in the Plans, in the aforesaid approval, and as hereinafter set forth upon the real estate (hereinafter referred to as "Property") described as follows:

LOT 5 BLOCK 1 LINO INDUSTRIAL PARK SUBJECT TO EASE OF RECORD

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

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

I. DESIGNATION OF IMPROVEMENTS.

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

II. ON-SITE WORK.

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

systems, curbing, lighting, fencing, fire lanes, sidewalks, exterior building architectural design and building elements, site grading and erosion control measures.

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

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

	Description of Improvements	Estimated Costs
1.	Lighting	\$ 21,000.00
2.	Fences / Screen Structures	\$ 77,000.00
3.	Trash Disposal Structures	\$ 0.00
4.	Curbing / Islands / Delineators	\$ 0.00
5.	Storm Drainage Systems / Sewers / Catch Basins / Culverts / Swales	\$ 60,000.00
6.	Public Trails and / or Sidewalk	\$ 0.00
7.	Private Trails and / or Sidewalk	\$ 0.00
8.	Driveway / Curb cut / Parking Lot / Fire Lane	\$ 70,000.00
9.	Water mains / Hydrants / Sanitary Sewers	\$ 0.00
10.	Landscaping	\$ 15,000.00
11.	Site Grading	\$ 0.00
12.	Erosion Control	\$ 2,000.00
	Total Estimated Cost of Developer Improvements	\$ 245,000.00
	Security Requirement (Total * 35%)	\$ 85,750.00

III. DEVELOPER FEES.

A. Trunk Sanitary Sewer Connection Fees

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

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. The Sanitary Sewer Trunk Charge is \$1,801.00 per unit. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

Availability Charge

Commercial/Industrial/Institutional availability charges shall be paid at the time of building permit. Fees are based on the number of sanitary access charge (SAC) units assigned by Metropolitan Council Environmental Services (MCES).

City Sewer (CSAC)	\$1,686.00 Per SAC Unit
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Trunk sewer unit charges addressed under this paragraph are in addition to any SAC charges imposed by Metropolitan Council Environmental Services.

B. Trunk Water Connection Fees

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

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. The Water Trunk Charge is \$2,588.00 per unit. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

Availability Charge

Commercial/Industrial/Institutional availability charges shall be paid at the time of building permit. Fees are based on the number of sanitary access charge (SAC) units assigned by Metropolitan Council Environmental Services (MCES).

City Water (CWAC)	\$1,628.00 Per SAC Unit
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C. Surface Water Management Area Charges

The City established a trunk area charge to uniformly distribute the

costs of public trunk surface water infrastructure and water quality improvements. The Surface Water Management Charge shall be based on developable acreage, in the amount specified in Exhibit C.

		Acres/ Units	Fee
1.	Sanitary Sewer Trunk Unit Fee (\$1,801/unit; 2.92 units/Acre)		\$0
2.	City Sewer Availability Fee (\$1,686/SAC Unit)	3	\$5,058.00*
3.	Water Trunk Unit Fee (\$2,588/unit; 2.92 units/Acre)		\$0
4.	City Water Availability Fee (\$1,628/SAC Unit)	3	\$4,884.00*
5.	City Surface Water Management Fee (\$/Acre)		\$0
	Total Estimated (Budget) Developer Fees		\$9,942.00

*Collected with the Building Permit

- D. Metropolitan Council Environmental Services (MCES) Sewer Availability Charges (SAC) are in addition to the fees referenced above and shall be determined by MCES, and shall be paid with the Building Permit.

IV. RECORD DRAWINGS.

- A. Upon project completion, Developer shall submit record drawings, in electronic format, of all public and private infrastructure improvements, including grading, sanitary sewer, water main, storm sewer facilities, and roads, constructed by Developer. The as-built survey must include, but is not limited to, proposed and final contours with adequate elevation shots to show conformance, property irons (to be exposed in field), low floor and low opening elevations, and the 100-Year High Water Level (HWL) of all ponds, lakes, and wetland areas. The files shall be drawn in Anoka County NAD 83 Coordinate system and provided in both AutoCAD .dwg and Adobe .pdf file formats. The plans shall include accurate locations, dimensions, elevations, grades, slopes and all other pertinent information concerning the complete work. The Developer shall also submit certified compaction testing results for the site grading operations.
- B. A summary of the record plan attribute data for the storm sewer, water main, and sanitary sewer structures and pipes shall be submitted in the form of an Excel Spreadsheet as provided by the City Engineer.

- C. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

V. COMPLETION DATE.

If the activities authorized by site and building plan approval are not initiated within twelve (12) months from the final execution of this agreement, then Developer will need to start the site and building plan approval process from the beginning. If after twenty-four (24) months from the final execution of this agreement the Developer has not completed the project the City reserves the right to use securities to address site issues to ensure compliance with City Codes.

VI. GUARANTEE.

- A. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer. Concurrently with the execution hereof by the Developer, the Developer will furnish to, and at all times thereafter maintain with the City, a cash deposit, certified check, or Irrevocable Letter of Credit, based on thirty-five (35%) percent of the total estimated cost of Developer's On-site Work. An Irrevocable Letter of Credit shall be for the exclusive use and benefit of the City of Lino Lakes and shall state thereon that the same is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Development Contract, construction of all required improvements in accordance with the ordinances and specifications of the City and guarantees the workmanship and materials for the landscape improvements for a period of one year following the City's acceptance of the landscape improvements. The City reserves the right to draw, in whole or in part, on any portion of the Irrevocable Letter of Credit for the purpose of guaranteeing the terms and conditions of this contract, if Developer has been found to be in default of this agreement and only after providing Developer with written notice and opportunity to cure any default. The Irrevocable Letter of Credit shall be automatically extended for additional periods of one year from present or future expiration dates unless sixty (60) days prior to such the City Clerk or Administrator is notified in writing by certified mail or overnight mail that the Letter of Credit will not be renewed.
- B. Upon written request, The City will grant a reduction of the Letter of Credit, or cash deposit based on prepayment or the value of the completed improvements at the time of the requested reduction. The Developer may make such requests three times throughout the life of this agreement, with the third and/or final request being at the completion of the project. The City will respond to such request

within 30 days time. Prior to the final acceptance of the Developer's Improvements the City shall require a Letter of Credit or Cash Escrow to cover the warranty provisions of the agreement. The amount shall be agreed to by the City Engineer and Developer and Developer may use the Letter of Credit discussed in Section VI.A above.

VII. REIMBURSEMENT OF COSTS.

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

1.	Site Plan Review Fee	\$5,500.00
2.	Administration (Legal, Engineering, Planning and Contract Administration)	\$8,900.00
3.	Negative Short Term Escrow Balance	\$0.00
	Total Estimated (Budget) Costs for Escrow Account	\$14,400.00

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

- C. Intentionally Deleted.

VIII. REMEDIES FOR BREACH.

- A. The City shall give prior written notice to the Developer of any default hereunder before proceeding to enforce such financial guarantee or before the City undertakes any work for which the City will be reimbursed through the financial guarantee. If within twenty (20) days after receipt of such written notice to it, the Developer has not notified the City by stating in writing the manner in which the default will be cured and the time within which such default will be cured, the City will proceed with the remedy it deems reasonably appropriate.

- B. At any time after the completion date and any extensions thereof, if any of the work is deemed incomplete, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all expenses reasonably incurred by the City in connection therewith, including, but not limited to, engineering, legal, planning and litigation costs and expense. The enumeration of the remedies hereunder shall be in addition to any other remedies available to the City.
1. Specific Performance. The City may in writing direct the surety or the Developer to cause the Work to be undertaken and completed within a specified reasonable time. If the Developer fails to cause the Work to be done and completed in a manner and time reasonably acceptable to the City, the City may proceed to bring an action for specific performance to require work to be undertaken.
 2. Completion by the City. The City, after written notice, may enter the premises and proceed to have the Work done either by contract, by day labor or by regular City forces. The Developer may not question the manner of doing such work or the letting of any such contracts for the doing of any such work; provided that all such work is performed in a reasonable manner, the costs are reasonable and the work is completed in a good and workman-like manner and in accordance with the approved plans and specifications. Upon completion of such work, the Developer shall promptly pay the City the full cost thereof as aforesaid.
 3. Deposit of Financial Guarantee. In the event the financial guarantee has been submitted in the form of a Letter of Credit, the City may draw on the Letter of Credit the sum equal to the reasonably estimated cost of completing the Work, plus the City's reasonably estimated expenses as defined herein, including any other reasonable costs, expenses, and damages for which the surety may be liable hereunder, but not exceeding the amount set forth on the Letter of Credit. The money shall be deemed to be held by the City for the purpose of reimbursing the City for any reasonable costs incurred in completing the Work as hereinafter specified. Any funds remaining after completion of the project shall be promptly returned to the Developer.

IX. OCCUPATION OF PREMISES.

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

X. INSURANCE.

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

XI. REIMBURSEMENT FOR LITIGATION EXPENSES.

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

XII. VALIDITY.

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

XIII. GENERAL.

- A. Binding Effect. The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Property and shall be deemed covenants running with the land.
- B. Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other party, such notice or demand shall be delivered personally or (i) mailed by United States mail by certified mail (return receipt requested) or (ii) sent by nationally recognized overnight carrier to the addresses hereinbefore set forth on Page 1. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail or the overnight carrier in accordance with the above. The addresses of the parties hereto are as set forth on Page 1 until changed by notices given as above.
- C. Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the improvements furnished and let pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as fully as if set out herein in full.
- D. Hours of Construction Activity. Construction activity shall be limited to the hours set out as follows:

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

XIV. VIOLATIONS/BUILDING PERMITS.

In the event that Developer violates any of the covenants and agreements contained in this Site Improvement Performance Agreement and to be performed by the Developer, the City, at its option, and after providing written notice and opportunity to cure to Developer in addition to the rights and remedies as set out hereunder may refuse to issue building permits to any property within the development and/or stop building construction within the development until such time as such default has been corrected to the satisfaction of the City.

CITY OF LINO LAKES

By _____
Mayor

ATTEST:

By _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

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

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

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

Notary Public

DEVELOPER

By _____
BRF Enterprises LLC.

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

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

Notary Public

This instrument was drafted by:

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

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 28, 2025

TOPIC: Appointment of Building Inspector

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the appointment of Chris Chandler to the Building Inspector position within the Community Development department.

BACKGROUND

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

Chandler has over 20 years of experience in construction and municipal building inspection. He is currently the Building Inspector for the City of Lake Elmo, a position he has held since 2020. Previously, he worked as a Building Inspector for the City of Apple Valley, the City of Lonsdale, and the City of White Bear Lake. Chandler holds a degree in Building Inspection Technology Management from North Hennepin Community College.

The starting wage for Chandler will be at \$45.33 per hour, which is step 7 of a 7 step wage scale for the Building Inspector position. With the Council's approval, Chandler would start in the position on May 21, 2025.

The hiring of Chandler will backfill the Building Inspector vacancy that was created by a resignation on August 8, 2025. The 2025 Adopted Budget includes two full-time Building Inspectors in the Community Development department.

RECOMMENDATION

Please approve the appointment of Chris Chandler to the Building Inspector position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Diane Hankee PE, City Engineer

MEETING DATE: April 28, 2025

TOPIC: Consider Resolution No. 25-52 Approving Interim Use Permit,
Rehbeins Black Dirt

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting City Council consideration of the Interim Use Permit for earth moving and a black dirt stockpile on Rehbein's property off 21st Avenue South.

BACKGROUND

On March 14, 2022 the City Council approved Resolution No. 22-30 Approving Conditional Use Permit (CUP) for Earth Moving and Stockpiling at Rehbein's Black Dirt. The existing CUP is due for renewal. The property owner has requested renewal. Since the issuance of the CUP, the City has updated their zoning ordinance and this project is to be re-permitted as an Interim Use Permit (IUP). An IUP is required for renewal every 5 years.

The black dirt stock pile is located on 21st Avenue South (PID #24-31-22-24-0002, #24-31-22-24-0008, and #24-31-22-24-0009). The material from the stockpile is available for public and local business use during the summer months from 7:00 a.m. to 5:00 p.m. The enclosed IUP and Site, Grading, Erosion and Sediment Control Plan details the conditions of the current site approvals. The City hasn't had issue with the current operations and the City of Centerville did not have any concerns. There are no proposed changes with issuing of the IUP.

RECOMMENDATION

Staff and Planning & Zoning Board recommend approval of the Interim Use Permit, Rehbeins Black Dirt.

ATTACHMENTS

1. Resolution 25-52
2. Project Map

**CITY OF LINO LAKES
RESOLUTION NO. 25-52**

**RESOLUTION APPROVING INTERIM USE PERMIT FOR EARTH MOVING AND
STOCKPILING AT REHBEINS BLACK DIRT (PIDS #24-31-22-24-0002, #24-31-
22-24-0008, AND #24-31-22-24-0009)**

WHEREAS, On March 14, 2022, the City Approved a Conditional Use Permit for earth moving and stockpiling on properties on 21st Avenue South and hereafter referred to as “Development”; and

WHEREAS, the City has updated their zoning ordinance and this project is to be re-permitted as an Interim Use Permit (IUP); and

WHEREAS, the properties are zoned GB, General Business, and allow for earth removal, land reclamation, material storage or filling with an interim use permit; and

WHEREAS, the legal descriptions of the subject properties are as follows:

Lot 2, Block 2, CLEARWATER CREEK BUSINESS CENTER, Anoka County, Minnesota; and,

Outlot A, CLEARWATER CREEK BUSINESS CENTER, Anoka County, Minnesota; and,

That part of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 24, Township 31, Range 22, described as follows, to-wit: Commencing at the Southwest corner of said Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 24, thence running East along the South line of said Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) a distance of 275 feet; thence running North parallel with the West line of said Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) a distance of 375 feet; thence West parallel with the South line of said Southeast Quarter of Northwest Quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) a distance of 275 feet to the West line of said Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$); thence running South along the West line of said Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) a distance of 375 feet to the point of beginning; Anoka County, Minnesota.

WHEREAS, City staff has completed a review of the land use application based on the following plans:

- ALTA/NSPS Land Title Survey prepared by EG Rud & Sons, Inc. dated December 23, 2021
- Site, Grading, Erosion and Sediment Control Plan prepared by Carlson McCain dated April 6, 2022

- Clearwater Creek Business Center North Wetland Delineation Report prepared by Kjolhaug Environmental Services Company, Inc., dated August 5, 2021
- Preliminary Geotechnical Exploration Report, Haugo Geotechnical Services, dated November 26, 2021
- Applicant's Rice Creek Watershed District permit application, dated January 10, 2022; and

WHEREAS, a public hearing was held before the Planning & Zoning Board on April 9, 2025, and the Board recommended approval of the interim use permit.

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

FINDINGS OF FACT

1. The proposed development application has been found to be consistent with the policies and recommendations of the Lino Lakes Comprehensive Plan including:
 - a. Land Use Plan.
 - b. Transportation Plan.
 - c. Utility (Sewer and Water) Plans.
 - d. Local Water Management Plan.
 - e. Capital Improvement Plan.
 - f. Policy Plan.
 - g. Natural Environment Plan.

The proposed earth moving/black dirt stockpile is consistent with the Land Use, Utility, Local Water Management, Capital Improvement, Policy and Natural Environmental Plans and recommendations of the comprehensive plan.

2. The proposed development application is compatible with present and future land uses of the area.

The proposed earth moving/black dirt stockpile is compatible with present and future land uses of the area. Present land use is vacant commercial and future land use is commercial. Earth moving is allowed in all zoning districts with conditions.

3. The proposed development application conforms to performance standards herein and other applicable City Codes.

The proposed earth moving/ black dirt stockpile conforms to the performance standards of the City Code with conditions as established. The plans have been reviewed by City staff and were submitted to the RCWD for review.

4. Traffic generated by a proposed development application is within the capabilities of the City when:
 - a. If the existing level of service (LOS) outside of the proposed subdivision is A or B, traffic generated by a proposed subdivision will not degrade the level of service more than one grade.
 - b. If the existing LOS outside of the proposed subdivision is C, traffic generated by a proposed subdivision will not degrade the level of service below C.
 - c. If the existing LOS outside of the proposed subdivision is D, traffic generated by a proposed subdivision will not degrade the level of service below D.
 - d. The existing LOS must be D or better for all streets and intersections providing access to the subdivision. If the existing level of service is E or F, the subdivision developer must provide, as part of the proposed project, improvements needed to ensure a level of service D or better.
 - e. Existing roads and intersections providing access to the subdivision must have the structural capacity to accommodate projected traffic from the proposed subdivision or the developer will pay to correct any structural deficiencies.
 - f. The traffic generated from a proposed subdivision shall not require City street improvements that are inconsistent with the Lino Lakes Capital Improvement Plan. However, the City may, at its discretion, consider developer-financed improvements to correct any street deficiencies.
 - g. The LOS requirements in paragraphs a. to d. above do not apply to the I-35W/Lake Drive or I-35E/Main St. interchanges. At City discretion, interchange impacts must be evaluated in conjunction with Anoka County and the Minnesota Dept. of Transportation, and a plan must be prepared to determine improvements needed to resolve deficiencies. This plan must determine traffic generated by the subdivision project, how this traffic contributes to the total traffic, and the time frame of the improvements. The plan also must examine financing options, including project contribution and cost sharing among other jurisdictions and other properties that contribute to traffic at the interchange.

- h. The City does not relinquish any rights of local determination.

The black dirt stockpile operation currently exists south of the proposed relocation on the Centerville side of 21st Avenue S. The applicant estimates a maximum of 50 trucks per day will access the site. A traffic study was not completed due to the fact that the existing operation is relocating to a nearby site and the current location will cease operations. Traffic generated by the black dirt operation will not change the traffic on 21st Avenue S or at the 21st Avenue S/Main Street intersection.

21st Avenue S is a 9-ton design, but during spring road restrictions a 5-ton limit applies. The truck traffic will be limited to these weight restrictions. The hauling, dumping and grading of excavated materials shall occur within the project boundaries as shown on the plans. The site will be limited to one access.

5. The proposed development shall be served with adequate and safe water supply.

The proposed earth moving/black dirt stockpile does not require a water service as proposed. Municipal water main is located along 21st Avenue S and in the drainage and utility easement on the properties should the applicant wish to connect in the future.

6. The proposed development shall be served with an adequate and safe sanitary sewer system.

The proposed earth moving/ black dirt stockpile does not require service by sanitary sewer. However, facilities should be provided on site for any employees of the black dirt operation. Municipal sanitary sewer is located along 21st Avenue S and in the drainage and utility easement on the properties should the applicant wish to connect in the future.

7. The proposed development shall not result in the premature expenditures of City funds on capital improvements necessary to accommodate the proposed development.

The proposed earth moving/ black dirt stockpile will not expend City funds.

8. The proposed development will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, or odors.

The proposed earth moving/ black dirt stockpile will not be detrimental to any persons or property. Hours of operation, noise control measures, and erosion/dust control measures will be enforced.

9. The proposed development will not result in the destruction, loss, or damage of a natural, scenic or historic feature of major importance.

The proposed earth moving/ black dirt stockpile should not result in the destruction, loss or damage of natural, scenic or historic features as no known natural, scenic or historic features exist in the area. The existing wetlands and floodplain will not be affected by the activities as currently proposed.

BE IT FURTHER RESOLVED by The City Council of Lino Lakes in addition to the administrative requirements of an interim use permit, the following standards of Section 1007.050, are being met:

- (a) Properly fence any pit or excavation, and barricade entrances to prevent the general public from depositing garbage or refuse.

The proposed plans indicate earth moving for a stockpile, not a pit. The proposed plans do not currently show any fencing around the earth moving/black dirt stockpile operation or any barricades at the entrance. Staff is proposing that silt fence be placed around the stockpile as a condition of this permit.

- (b) Slope the banks, and otherwise guard and keep any pit or excavation in such condition as not to be dangerous because of sliding or caving banks.

The proposed earth moving/ black dirt stockpile is proposed with 3:1 side slopes on all sides, except for the working side, reducing the risk of sliding or caving banks. Areas not being excavated shall be established with turf within seven (7) days of placement to avoid sliding.

- (c) Properly drain, fill, or level off any pit or excavation so as to make the same safe and healthful as the permitting authority may determine.

The proposed earth moving/ black dirt stockpile site is designed to drain in a similar manner as the existing conditions. Approximately half of the stockpile will drain towards the existing wetland east of the site and the other half will drain towards 21st Avenue S. Erosion control is proposed and will be needed to ensure that sediment is prevented from entering the wetland and storm sewer systems.

- (d) Limit the depth of such excavation to an elevation no lower than the minimum floor elevation for building construction as established by the City Engineer, so as not to diminish development potential of the parcel.

Not applicable to this project.

- (e) Limit any fill material to clean fill, defined as rock, sand, gravel, clay, or other like and similar non-decomposable material. Concrete, asphalt, metal, wood, and other debris shall be prohibited.

The project is only proposing stockpiling black dirt. The site will be limited to this type of material. The City will reserve the right to test the material.

- (f) Require that all decomposable material, or other unsuitable foundation material, be removed from an area before deposition of fill begins.

Not applicable to this project.

- (g) Prepare a site plan showing existing and proposed grade elevations and effect of storm water drainage on adjacent areas.

A site plan showing the existing and proposed grade elevations for the proposed earth moving/ black dirt stockpile was provided.

- (h) Specify a time when the excavation or land reclamation project shall be completed.

The proposed earth moving/ black dirt operations will occur in the summer months. The interim use permit will be reviewed every five (5) years for renewal. Renewal shall be approved by City Council.

- (i) Place a minimum of four (4) inches of top soil over the completed project and establish appropriate ground cover within sixty (60) days of completion, or in a time period consistent with the City's stormwater management and pollution prevention plan.

The proposed black dirt stockpile shall be seeded or hydromulched within seven (7) days of initial placement. At least 70% of the stockpile shall be stabilized and remain stabilized with vegetation at all times.

- (j) Reimburse the City for the cost of periodic inspections by the City for the purpose of determining that the terms under which the permit has been issued are being complied with.

The City will maintain a \$5,000 non-interest bearing escrow account provided by the owner that shall be reestablished annually by January 15th. This escrow will be for inspection, erosion control, and other City costs associated with the operation of the stockpile.

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

- (k) Implement the tree preservation plan.

Not applicable to this site.

- (l) In addition to a interim use permit, the City Engineer may determine that permits in excess of twenty-five thousand (25,000) cubic yards require the applicant to conduct a neighborhood meeting and to notify affected property owners within one-quarter (1/4) mile.

Properties within 350 feet, as required for IUP's, and the City of Centerville were notified. A neighborhood meeting is not proposed at this time.

- (m) Post a form of security and sum as the permitted authority may require, running to the City, conditioned to pay the City the cost and expense of repairing or cleaning any highways, streets, or other public ways within the City made necessary by the special burden resulting from transporting thereon by the applicant material to or from the site, the amount of such cost to be determined by the Council; and conditioned further to comply with all the requirements of this Ordinance and the particular permit, and to save the City free and harmless from all suits or claims for damages resulting from the negligent excavation, removal, storage, or filling of rock, sand, dirt, gravel, clay, or other like material within the City.

The City will collected securities through the issuance of the Site Performance Agreement.

- (n) Other conditions deemed appropriate to the application by the permitting authority.

This Interim Use Permit, if approved by City Council, shall only be valid for five (5) years and the owner will have to apply for renewal. Renewal must be approved by the City Council.

BE IT FURTHER RESOLVED by The City Council of the City of Lino Lakes hereby approves the interim use permit for earth moving and stockpiling located on 21st Avenue South (PID #24-31-22-24-0002, #24-31-22-24-0008, and #24-31-22-24-0009) subject to the following conditions:

1. Stockpile operations shall be limited to the areas identified in the plans prepared by Carlson McCain, dated April 6 2022, and any revisions to the plans approved by the City.

2. Comments from the City Engineer letter dated February 4, 2022, are to be address through the IUP operations.
3. Comments from the City Environmental Coordinator letter dated January 18th, 2022, are to be address through the IUP operations.
4. The vehicles accessing or exiting the site shall not track sediment on 21st Avenue S. The onsite facilitates and site circulation shall be sufficient to provide sediment removal prior to accessing City roadways.
5. Stockpile to be at least 80-ft from property lines shared with 2110 Northern Lights Blvd (currently Dairy Queen).
6. Stockpile shall be at least 50-ft from the road right-of-way.
7. The stockpile shall not exceed 118,000 square feet in area.
8. Silt fence should be used instead of the sediment control logs shown on the plan. Double silt fence shall be installed where adjacent to wetlands.
9. The type of stockpile material is limited to topsoil borrow as identified in Minnesota Department of Transportation's 2020 Standard Specification, Section 3877. Other materials are not allowed and will be required to be removed within 24 hours.
10. Maximum stockpile height is to be limited to 40-ft above the natural grade of the site.
11. Maximum side slope of stockpile to be 3:1, expect for the working face. The working face shall not be more than 150 ft in length at the base of the stockpile.
12. Maximum stockpile volume to be limited to 100,000 cubic yards.
13. The finished product pile shall not exceed 500 cubic yards in volume and 15-ft in height.
14. Any erosion control BMP that becomes non-functional or half full of sediment must be repaired, replaced, or supplemented by the end of the next day after discovery. BMP's shall remain in place throughout the duration of the IUP.
15. At least 70% of the stockpile surface area shall be established with vegetation at all times to prevent erosion.
16. Any street tracking that does occur from vehicles entering or leaving the site must be swept within one calendar day of discovery. The sediment removal facilities on site such as the gravel entrance must be maintained to prevent tracking. On site signage regarding tracking is required.
17. A trained individual with current certification in erosion and sediment control must perform inspections at a minimum every seven (7) days and within 24 hours after a rainfall event greater than ½ inch in 24 hours. Inspection records must be retained with the SWPPP and include information detailed in section 11.11 of the Construction Stormwater General Permit. Contact information for the inspector must be provided to the City. Inspection records must be provided to the City Environmental Coordinator on a monthly basis. Inspection records per NPDES standards shall be submitted on a monthly basis throughout the duration of the IUP.
18. Water suppression, soil binding agents, wind blocks, or other dust suppression methods will be required if dust leaving the site becomes an issue as identified

- by the City. Obtaining water to be used for dust control is the responsibility of the owner.
19. Hours of operation shall be limited to 7:00 a.m. to 5:00 p.m. during the summer months (April 1 through November 1).
 20. Sanitation facilities must be provided on site. Portable toilets shall be serviced regularly and screened from visibility of neighboring properties.
 21. Equipment on site shall be limited to what is necessary for stockpile operations, including mobile dirt screener, mobile dirt conveyer, loading and hauling equipment, and equipment needed for grading. Non-functioning equipment is not allowed to be stored on site. All equipment shall be screened from public view.
 22. Vehicles entering and leaving the site shall adhere to the 9-ton road weight restriction.
 23. Owner to limit speed of trucks entering of leaving the site and along 21st Avenue to 25 miles per hour.
 24. Maximum noise emitted at the property line shall conform to the noise regulations contained in City Code Section 901.03(4) and the owner shall not violate other nuisance regulations contained in Chapter 901.
 25. Owner shall submit to the City a monthly accounting of material hauled in to the site and hauled off the site. This accounting of material hauled from the site shall be in the form of a log of loads hauled out each day and documenting the quantity of material in each load together with copies of truck load tickets and/or bills of sale.
 26. Owner to protect municipal utilities on site from damage. Sanitary sewer main and water main are located in the drainage and utility easement on the property. Repair cost shall be the responsibility of the Owner.
 27. No fill may be placed in the delineated wetlands or in the FEMA floodplain on the site. Stockpile shall not encroach within 50-ft of the delineated wetland boundaries and the FEMA floodplain.
 28. Owner will follow the applicable standards and requirements of the City of Lino Lakes, Rice Creek Watershed District, Army Corp of Engineers, Minnesota Pollution Control Agency, and any other agency having jurisdiction over the property and shall secure and file with the City, copies of any permits required by outside agencies. Owner will file with the City within ten (10) days of receipt, copies of any permits and/or notice of enforcement actions by these agencies.
 29. Owner will permit a City Inspector to view the premises during normal business hours.
 30. The IUP shall only be valid for five (5) years. The permit may be extended by the City Council following a written request by the applicant submitted at least three months prior to expiration, and review at a public hearing. A new IUP will be needed for work (grading, other material stockpiles, excavation of material, etc.) that is not stated in this IUP.
 31. A Site Performance Agreement has been recorded.

These conditions are to be addressed prior to issuance of a grading permit.

Adopted by the Council of the City of Lino Lakes this 28th day of April, 2025.

Rob Rafferty, Mayor

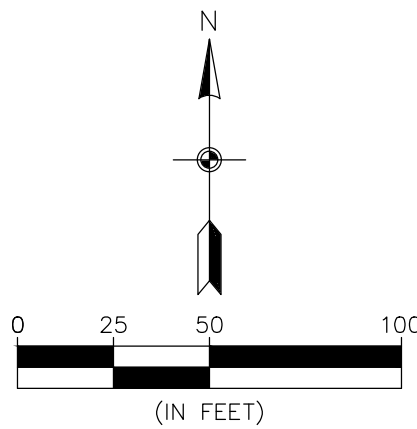
ATTEST:

Roberta Colotti, City Clerk

CALL BEFORE YOU DIG



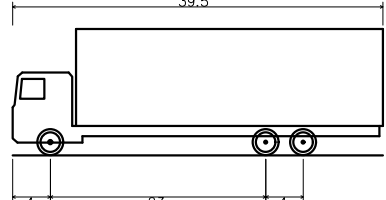
Know what's below.
Call before you dig.



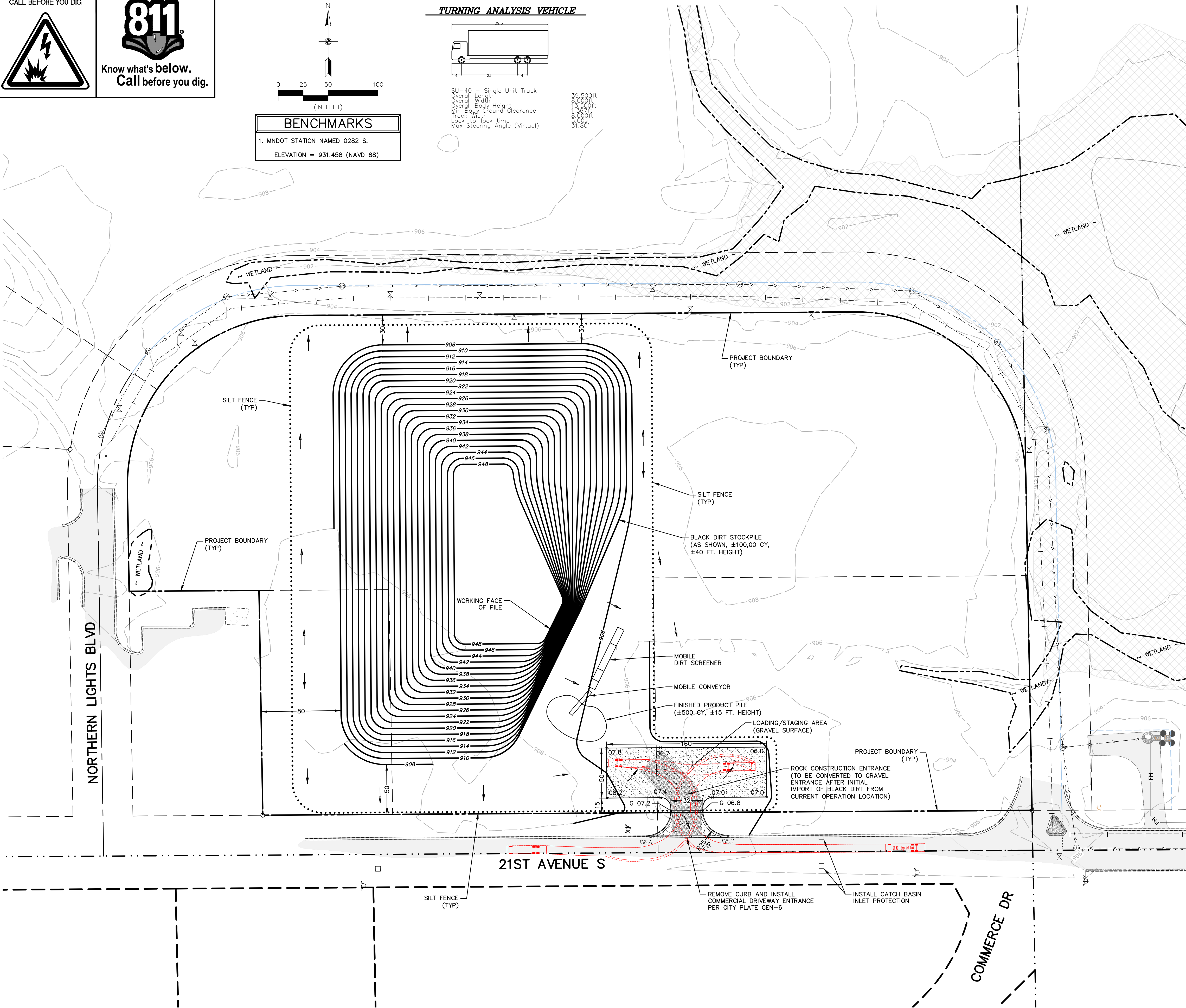
BENCHMARKS

1. MNDOT STATION NAMED 0282 S.
ELEVATION = 931.458 (NAVD 88)

TURNING ANALYSIS VEHICLE



SU-40 - Single Unit Truck
Overall Length 39.500ft
Overall Width 8.000ft
Overall Body Height 13.500ft
Min Body Ground Clearance 1.367ft
Track Width 9.000ft
Lock-to-lock time 6.00s
Max Steering Angle (Virtual) 31.60°



LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	---	---
EASEMENT LINE	---	---
CURB LINE	---	---
BITUMINOUS PAVEMENT	=====	=====
GRAVEL PAVEMENT	=====	=====
CONCRETE WALK	=====	=====
STORM SEWER	---<-->---	---<-->---
SANITARY SEWER	---<-->---	---<-->---
WATER MAIN	--- ---	--- ---
WETLAND	~~~~~	~~~~~
FEMA FLOODPLAIN	=====	=====
CABLE PEDESTAL	⊠	⊠
FIBER OPTIC BOX	⊠	⊠
HYDRANT	⊙	⊙
10' CONTOUR	---920---	---920---
2' CONTOUR	---918---	---918---
SPOT ELEVATION (CURB ELEVATIONS ARE TO GUTTER LINE)	---x---	---x---
TOP OF CURB ELEV.		T 44.3
GUTTER LINE ELEV.		G 43.8
EMERGENCY OVERTURN	⬅ x ➡	E.O.F.
SEDIMENT CONTROL LOG		000.0
ROCK CONST. ENTRANCE		=====

GOVERNING SPECIFICATIONS

- THE LATEST EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE CITY OF LINO LAKES SPECIFICATIONS.
- THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD).
- THE LATEST EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS.

GRADING NOTES

- SILT FENCE OR SEDIMENT FILTER LOGS AND EXISTING CATCH BASIN INLET PROTECTION SHALL BE INSTALLED PRIOR TO GRADING CONSTRUCTION, AND SHALL BE MAINTAINED UNTIL THE SITE HAS BEEN STABILIZED.
- CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND PAVEMENTS PRIOR TO THE START OF GRADING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES OR VARIATIONS FROM THE PLAN.
- CONTRACTOR SHALL STRIP, STOCKPILE AND RESPREAD SUFFICIENT TOPSOIL TO PROVIDE A MINIMUM OF 6" OF TOPSOIL OVER ALL DISTURBED AREAS THAT WILL BE SODDED, SEEDS OR LANDSCAPED.
- TURF ESTABLISHMENT SHALL BEGIN AS SOON AS POSSIBLE BUT IN NO CASE LATER THAN 7 DAYS AFTER GRADING COMPLETION.

SETBACK REQUIREMENTS

	BUILDING	PARKING
FROM STREETS	30 (40*)	15
REAR YARD	30 (5**)	10
SIDE YARD	10	10

* FROM COLLECTOR OR ARTERIAL STREET
** ACCESSORY BUILDING

SITE DATA

ZONING:	GB - GENERAL BUSINESS
TOTAL AREA:	9.37 AC.
HARD SURFACE AREA:	
CONCRETE ENTRANCE:	500 SF
GRAVEL:	9,100 SF
TOTAL:	9,600 SF

WETLAND CONSIDERATIONS

- KJOLHAUG ENVIRONMENTAL COMPLETED A WETLAND DELINEATION OF THE SITE IN AUGUST OF 2021. DELINEATED WETLANDS ARE SHOWN HEREON.
- THERE ARE NO WETLAND IMPACTS PROPOSED AS PART OF THIS PROJECT. THERE WILL BE NO LAND DISTURBING ACTIVITIES WITHIN 50 FEET OF A DELINEATED WETLAND BOUNDARY.

FLOODPLAIN CONSIDERATIONS

- THERE ARE NO REGULATORY FLOODPLAINS WITHIN THE BOUNDARY OF THE PROPOSED SITE.

RESTORATION NOTES

- DISTURBED AREAS NOT ACTIVELY BEING WORKED SHALL BE STABILIZED IMMEDIATELY, BUT NOT LESS THAN SEVEN DAYS AFTER WORK AS CEASED IN THOSE AREAS.
- AFTER INITIAL STOCKPILE CONSTRUCTION, AT LEAST 50 PERCENT OF THE STOCKPILE SURFACE AREA SHALL BE ESTABLISHED WITH VEGETATION.
- DISTURBED AREAS AFTER INITIAL STOCKPILE CONSTRUCTION SHALL BE STABILIZED WITH SEED AND MULCH. STOCKPILE AREAS NOT IN REGULAR USE SHALL BE STABILIZED WITH SEED AND HYDROMULCH.

TURF ESTABLISHMENT NOTES

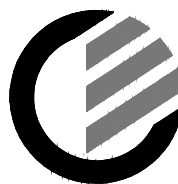
GENERAL AREAS

FERTILIZER: 10-10-10 AT 200 LBS/ACRE
SEED: MNDOT MIX 25-141 AT 59 LBS/ACRE
MULCH: MNDOT TYPE 1 AT 2 TONS/ACRE

STOCKPILE SLOPES

FERTILIZER: 10-10-10 AT 200 LBS/ACRE
SEED: MNDOT MIX 25-141 AT 59 LBS/ACRE
MULCH: MNDOT TYPE 6 HYDRAULIC SOIL STABILIZER AT 2,100 LBS/ACRE

ENGINEERING
SURVEYING
ENVIRONMENTAL



3880 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.488.7900 \ FAX 763.488.7958 \ CARLSONMCCAIN.COM

SITE GRADING, EROSION AND SEDIMENT CONTROL PLAN

REHBEIN BLACK DIRT
Lino Lakes, Minnesota

REHBEIN PROPERTIES

7625 24th Avenue N
Hugo, MN 55038

REVISIONS

- 04/06/22 Per City/RCDW Comments

DRAWN BY: JTR
DESIGNED BY: JTR
ISSUE DATE: 01/10/22

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name: Joseph T. Radach, P.E.
Signature: *Joe T. Radach*
Date: 01/10/22 License #: 45889

GENERAL INFORMATION

MINNESOTA'S CONSTRUCTION STORMWATER PERMIT IS AN EXTENSION OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM STORMWATER PROGRAM WHICH IS PART OF THE FEDERAL CLEAN WATER ACT. REGULATED PARTIES MUST DEVELOP A STORMWATER POLLUTION PREVENTION PLAN (SWPPP). THE SWPPP PROVIDES INFORMATION ON THE EXISTING AND PROPOSED SITE CONDITIONS, CONTROL MEASURES FOR STORMWATER POLLUTION PREVENTION BEFORE, DURING AND AFTER CONSTRUCTION, INSPECTION, MAINTENANCE AND INFORMATION RELATED TO THE PERMANENT STORMWATER MANAGEMENT SYSTEM. THE SWPPP SHALL BE KEPT ON SITE AT ALL TIMES DURING ACTIVE CONSTRUCTION.

PROJECT INFORMATION

PROJECT NAME: REHBEIN BLACK DIRT
PROJECT LOCATION: LINO LAKES, ANOKA COUNTY, MINNESOTA
PROJECT OWNER: GERALD PROPERTIES

SWPPP DESIGN

DESIGNER NAME: JOSEPH T. RADACH, PE
TRAINING DOCUMENTATION: U OF MN DESIGN OF CONST. SWPPP (EXPIRES 5/31/23)

RESPONSIBLE PARTIES

THE OWNER MUST IDENTIFY A PERSON KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMP'S WHO WILL OVERSEE THE IMPLEMENTATION OF THE SWPPP, AND THE INSTALLATION, INSPECTION AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMP'S.

SITE MANAGER: _____

TRAINING DOCUMENTATION: _____

INSPECTION REPRESENTATIVE: _____

TRAINING DOCUMENTATION: _____

SWPPP SHEETS

THE SWPPP CONSISTS OF SHEETS C1, C2, AND C3. SEDIMENT AND EROSION CONTROL NOTES ARE ON SHEET C1, NARRATE ON SHEET C2, AND DETAILS ON SHEET C3.

EXISTING SITE CONDITIONS

THE SITE IS LOCATED IN THE NORTHEAST QUADRANT OF 21ST AVENUE SOUTH AND COMMERCE DRIVE IN LINO LAKES, ANOKA COUNTY, MINNESOTA. THE SITE IS BOUNDED ON THE SOUTH BY AGRICULTURAL LAND, ON THE WEST BY 21ST AVENUE SOUTH, ON THE NORTH BY NORTHERN LIGHTS BOULEVARD AND A DAIRY QUARTER RESTUARANT, AND ON THE EAST BY AGRICULTURAL LAND AND INTERSTATE 35E. THE SITE IS CURRENTLY UNDEVELOPED AND USED FOR AGRICULTURAL PURPOSES.

THE PROPOSED SITE BOUNDARY CONSISTS OF 9.37 ACRES. THERE ARE NO EXISTING IMPERVIOUS SURFACES ON THE SITE. THE SITE IS RELATIVELY FLAT, WITH ELEVATIONS RANGING FROM 909 IN THE NORTH AND CENTRAL PORTIONS OF THE SITE, DOWN TO ABOUT 902 IN THE SOUTH. STORMWATER FROM THE SITE GENERALLY DRAINS FROM NORTH TO SOUTH AND ULTIMATELY TO CLEARWATER CREEK. THERE ARE TWO WETLANDS WITHIN THE SITE BOUNDARY, ONE ON THE NORTH EDGE OF THE SITE AND ONE ON THE SOUTH EDGE OF THE SITE.

PROPOSED SITE CONDITIONS

REHBEIN PROPERTIES PLANS ON USING THE SITE FOR BLACK DIRT STOCKPILING, SCREENING, AND SELLING. A DRIVEWAY ACCESS WILL BE ADDED TO 21ST AVENUE SOUTH TO SERVE THE SITE, AND A GRAVEL PAD WILL BE CONSTRUCTED TO USE FOR LOADING OF TRUCKS. DURING CONSTRUCTION, APPROXIMATELY 4.3 ACRES WILL BE DISTURBED. THE PROPOSED CONSTRUCTION WILL CREATE APPROXIMATELY 0.220 ACRES OF IMPERVIOUS, OR ABOUT 9,600 SQUARE FEET.

DRAINAGE PATTERNS ONSITE WILL MIMIC EXISTING CONDITIONS, WITH STORMWATER DRAINING SOUTH TO A SERIES OF WETLANDS BEFORE DRAINING TO CLEARWATER CREEK. BECAUSE THE SITE PROPOSES TO CREATE LESS THAN 10,000 SQUARE FEET OF IMPERVIOUS, NO STORMWATER TREATMENT PRACTICES ARE REQUIRED.

SOIL INFORMATION

IN OCTOBER OF 2021, HAUGO GEOTECHNICAL SERVICES DRILLED FOUR SOIL BORINGS TO APPROXIMATE NEAR SURFACE SOILS. THE BORINGS INDICATE THAT NEAR SURFACE SOILS CONSIST PRIMARILY OF SANDY LEAN CLAY WITH AREAS OF SILTY SAND. THE SOILS GENERALLY FALL WITHIN THE HYDROLOGIC SOIL GROUP "D", BUT CERTAIN AREAS MAY FALL WITHIN THE HYDROLOGIC SOIL GROUP "B". GROUNDWATER WAS FOUND IN ONE OF THE BORINGS AT AN ELEVATION OF ABOUT 899.

WETLAND CONSIDERATIONS

THERE ARE TWO WETLANDS ONSITE, ONE ON THE NORTH EDGE OF THE SITE AND ONE ON THE EAST EDGE OF THE SITE. THERE ARE OTHER WETLANDS LOCATED JUST OUTSIDE THE PROPERTY BOUNDARY. THERE IS NO PROPOSED DISTURBANCE WITHIN 50 FEET OF ANY WETLANDS.

STORMWATER RECEIVING WATERS

ALL STORMWATER FROM THE SITE ULTIMATELY DRAINS TO CLEARWATER CREEK.

SPECIAL/IMPAIRED WATER CONSIDERATIONS

CLEARWATER CREEK IS AN IMPAIRED WATER AND IS WITHIN 800-FEET OF THE SITE. ADDITIONAL BMP'S INCLUDE: IMMEDIATE STABILIZATION OF EXPOSED SOIL AREAS, AND COMPLETE STABILIZATION WITHIN SEVEN (7) CALENDAR DAYS AFTER CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE TEMPORARILY OR PERMANENTLY CEASES, AND TEMPORARY SEDIMENTATION BASINS FOR COMMON DRAINAGE AREAS OF FIVE (5) ACRES OR MORE.

STORMWATER MANAGEMENT PLAN

THE MPCA REQUIRES SITES TO PROVIDE A WATER QUALITY VOLUME OF ONE INCH OF RUNOFF FROM NEWLY CREATED IMPERVIOUS SURFACES GREATER THAN OR EQUAL TO ONE ACRE. RCWD REQUIRES SITES TO PROVIDE A WATER QUALITY VOLUME OF 1.1 INCHES OF RUNOFF FROM NEWLY CREATED IMPERVIOUS SURFACES GREATER THAN OR EQUAL TO 10,000 SQUARE FEET. BECAUSE THE SITE PROPOSED TO CREATE 9,600 SQUARE FEET OF IMPERVIOUS, NO STORMWATER TREATMENT FACILITIES ARE REQUIRED. NATURAL BUFFER STRIPS WILL BE MAINTAINED AROUND THE SITE AND SILT FENCE WILL BE USED TO CONTROL SEDIMENT.

PRIOR TO START OF CONSTRUCTION

THE FOLLOWING STORMWATER POLLUTION PREVENTION MEASURES SHALL BE IMPLEMENTED PRIOR TO CONSTRUCTION. REFER TO GRADING AND EROSION CONTROL PLANS FOR LOCATIONS.

- SILT FENCE
SILT FENCE SHALL BE INSTALLED AT THE LIMIT OF GRADING ON ANY FILL SLOPE. ADDITIONAL SILT FENCE MAY BE REQUIRED IN CUT SLOPE AREAS. SILT FENCE SHALL ALSO BE INSTALLED AROUND ANY INFILTRATION/FILTRATION PRACTICE.
- ROCK CONSTRUCTION ENTRANCE
ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE FIELD ENTRANCES TO THE SITE.
- CATCH BASINS
ALL CATCH BASINS SHALL BE PROTECTED WITH INLET PROTECTION DEVICES APPROVED BY THE LOCAL GOVERNING UNIT. THESE SHALL INCLUDE, BUT ARE NOT LIMITED TO, WMCO PROTECTION DEVICES, INFRASAFE PROTECTION DEVICES, FILTER FABRIC, BIO ROLLS AND STRAW BALES.
- TEMPORARY SEDIMENTATION BASIN
WHERE FIVE (5) OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION, A TEMPORARY (OR PERMANENT) SEDIMENT BASIN MUST BE PROVIDED PRIOR TO RUNOFF LEAVING THE CONSTRUCTION SITE OR ENTERING SURFACE WATERS. THE TEMPORARY (OR PERMANENT) BASINS MUST BE CONSTRUCTED AND MADE OPERATIONAL CONCURRENT WITH THE START OF SOIL DISTURBANCE THAT IS UPGRADIENT OF THE AREA AND CONTRIBUTES RUNOFF TO THE BASIN. WHERE THE TEMPORARY SEDIMENT BASIN IS NOT ATTAINABLE DUE TO SITE LIMITATIONS, EQUIVALENT SEDIMENT CONTROLS SUCH AS SMALLER SEDIMENT BASINS, AND/OR SEDIMENT TRAPS, SILT FENCES, VEGETATIVE BUFFER STRIPS OR ANY APPROPRIATE COMBINATION OF MEASURES ARE REQUIRED FOR ALL DOWN SLOPE BOUNDARIES OF THE CONSTRUCTION AREA AND FOR THOSE SIDE SLOPE BOUNDARIES DEEMED APPROPRIATE AS DICTATED BY INDIVIDUAL SITE CONDITIONS. IN DETERMINING WHETHER INSTALLING A SEDIMENT BASIN IS ATTAINABLE, THE PERMITEE(S) MUST CONSIDER PUBLIC SAFETY AND MAY CONSIDER FACTORS SUCH AS SITE SOILS, SLOPE AND AVAILABLE AREA ON SITE. THE BASIN MUST BE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF PART II.C. OF THE MPCA CONSTRUCTION STORMWATER PERMIT.

DURING CONSTRUCTION

THE FOLLOWING STORMWATER POLLUTION PREVENTION MEASURES SHALL BE IMPLEMENTED DURING CONSTRUCTION. REFER TO GRADING AND EROSION CONTROL PLANS FOR LOCATIONS.

- PHASED GRADING
TO THE EXTENT POSSIBLE, GRADING SHALL BE PHASED TO MINIMIZE THE AMOUNT OF DISTURBED AREAS DURING SITE CONSTRUCTION.
- TRACKED SEDIMENT
ANY SEDIMENT TRACKED FROM THE SITE ONTO THE STREET SHALL BE REMOVED IMMEDIATELY UPON DETECTION. THE ROCK CONSTRUCTION ENTRANCE SHALL BE INSPECTED AND REPAIRED IF INUNDATED WITH SEDIMENT.
- STOCKPILES
STOCKPILES SHALL BE PLACED IN AN AREA THAT WILL MINIMIZE THE NEED FOR RELOCATION. IF A STOCKPILE WILL REMAIN IN PLACE FOR AN EXTENDED PERIOD OF TIME, STABILIZATION MEASURES SHALL BE IMPLEMENTED, INCLUDING BUT NOT LIMITED TO, SEEDING AND SILT FENCING. TEMPORARY STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, CONDUITS OR DITCHES.
- TOPSOIL
UPON GRADING COMPLETION, A MINIMUM OF 6 INCHES OF TOPSOIL SHALL BE PLACED OVER ALL DISTURBED AREAS, EXCLUDING PROPOSED STREETS AND PARKING AREAS.
- DECOMPACTION
SOIL SURFACES COMPACTED DURING CONSTRUCTION AND REMAINING DISTURBED PERVIOUS AREAS MUST BE DECOMPACTED THROUGH SOIL AMENDMENT AND/OR RIPPING TO A DEPTH OF 18 INCHES WHILE TAKING CARE TO AVOID UTILITIES, TREE ROOTS AND OTHER EXISTING VEGETATION PRIOR TO FINAL REVEGETATION OR OTHER STABILIZATION.
- RESTORATION
ALL DISTURBED AREAS NOT ACTIVELY WORKED SHALL BE RESTORED WITH SEED AND MULCH, EROSION CONTROL BLANKET AND/OR SOD WITHIN 7 DAYS.
- SLOPES
IN ORDER TO MAINTAIN SHEET FLOW AND MINIMIZE RILLS AND/OR GULLIES, THERE SHALL BE NO UNBROKEN SLOPE LENGTH OF GREATER THAN 75 FEET FOR SLOPES WITH A GRADE OF 3:1 OR STEEPER.
- DRAINAGE DITCHES
THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH THAT DRAINS WATER FROM THE SITE, OR DIVERTS WATER AROUND THE SITE, MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE TO ANY SURFACE WATER. STABILIZATION MUST BE COMPLETED WITHIN 24 HOURS OF CONNECTING TO A SURFACE WATER.
- PIPE OUTLETS
PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER.
- CATCH BASINS
ALL CATCH BASINS SHALL BE PROTECTED WITH INLET PROTECTION DEVICES APPROVED BY THE LOCAL GOVERNING UNIT. THESE SHALL INCLUDE, BUT ARE NOT LIMITED TO, WMCO PROTECTION DEVICES, INFRASAFE PROTECTION DEVICES, FILTER FABRIC, BIO ROLLS AND STRAW BALES.
- DUST
CONSTRUCTION DUST SHALL BE CONTAINED TO THE EXTENT POSSIBLE. IF THE SITE BECOMES EXCESSIVELY DUSTY, APPROPRIATE MEASURES SHALL BE TAKEN TO REDUCE DUST BEING TRANSPORTED FROM THE SITE. DUST CONTROL MEASURES INCLUDE, BUT ARE NOT LIMITED TO, WATERING AND CALCIUM CHLORIDE APPLICATION.
- DEWATERING
DEWATERING ACTIVITIES SHALL BE CONDUCTED WITH AND APPROVED BY THE LOCAL GOVERNING UNIT. IF THERE WILL BE ANY DEWATERING OR BASIN DRAINING THAT MAY HAVE TURBID OR SEDIMENT LADEN DISCHARGE, THE WATER MUST BE DISCHARGED TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE WHENEVER POSSIBLE. APPROPRIATE BMP'S SHALL BE USED FOR EROSION AND SEDIMENT CONTROL AND ENERGY DISSIPATION.
- CONSTRUCTION MATERIALS AND DEBRIS
CONSTRUCTION MATERIALS SHALL BE STORED IN AN ORDERLY MANNER AND IN AN AREA THAT WILL MINIMIZE CONFLICTS WITH OTHER CONSTRUCTION ACTIVITIES. CONSTRUCTION DEBRIS SHALL BE CONTAINED IN DUMPSTERS AND REMOVED FROM THE SITE AS NECESSARY.
- CHEMICALS
CHEMICALS SHALL BE STORED IN A SAFE AREA IN SEALED CONTAINERS WITH THE ORIGINAL LABELING AND MATERIAL SAFETY DATA SHEETS AVAILABLE.
- SPILLS AND CONTAMINATION
IF FUEL, OIL OR A HAZARDOUS CHEMICAL IS SPILLED OR DETECTED DURING CONSTRUCTION ACTIVITIES, ALL APPROPRIATE AGENCIES SHALL BE IMMEDIATELY NOTIFIED, INCLUDING, BUT NOT LIMITED TO, THE MINNESOTA DUTY OFFICER AT 800-422-0798.
- CONCRETE WASHOUT AREA
PERMITTEES MUST PROVIDE EFFECTIVE CONTAINMENT FOR ALL LIQUID AND SOLID WASTES GENERATED BY WASHOUT OPERATIONS (E.G., CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS) RELATED TO THE CONSTRUCTION ACTIVITY. PERMITTEES MUST PREVENT LIQUID AND SOLID WASHOUT WASTES FROM CONTACTING THE GROUND AND MUST DESIGN THE CONTAINMENT SO IT DOES NOT RESULT IN RUNOFF FROM THE WASHOUT OPERATIONS AREAS. PERMITTEES MUST PROPERLY DISPOSE LIQUID AND SOLID WASTES IN COMPLIANCE WITH MPCA RULES. PERMITTEES MUST INSTALL A SIGN INDICATING THE LOCATION OF THE WASHOUT FACILITY.

POST CONSTRUCTION

WHEN THE SITE HAS BEEN COMPLETELY CONSTRUCTED, THE SITE MUST UNDERGO FINAL STABILIZATION. FINAL STABILIZATION OCCURS WHEN ALL OF THE GRADING, INFRASTRUCTURE AND BUILDING ACTIVITIES HAVE BEEN COMPLETED. TO ACHIEVE FINAL STABILIZATION, THE FOLLOWING MEASURES SHALL BE COMPLETED.

- ALL DISTURBED AREAS WITHOUT PERMANENT IMPERVIOUS SURFACES SHALL BE DECOMPACTED AND STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER. AREAS NOT REQUIRING SOD OR EROSION CONTROL BLANKET SHALL BE SEEDED AND MULCHED.
- SEDIMENT FROM CONVEYANCES AND TEMPORARY SEDIMENTATION BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS SHALL BE CLEANED OUT. SEDIMENTATION BASINS SHALL BE SUFFICIENTLY CLEANED OUT TO RETURN THE BASIN TO DESIGN CAPACITY. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN OR CONVEYANCES DISCHARGING OFF-SITE OR TO SURFACE WATERS.
- WHEN STABILIZED VEGETATION HAS BEEN ESTABLISHED OVER 70 PERCENT OF THE PERVIOUS SURFACE AREA, ALL SYNTHETIC TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED BY THE CONTRACTOR. THIS INCLUDES, BUT IS NOT LIMITED TO, SILT FENCE, TREE FENCE AND CATCH BASIN INLET PROTECTION DEVICES.

NOTICE OF TERMINATION

THE PERMITEE(S) MUST SUBMIT A NOTICE OF TERMINATION (NOT) TO THE MPCA WITHIN 30 DAYS AFTER FINAL STABILIZATION IS COMPLETE, OR ANOTHER OWNER/OPERATOR (PERMITEE) HAS ASSUMED CONTROL OVER ALL AREAS OF THE SITE THAT HAVE NOT UNDERGONE FINAL STABILIZATION.

INSPECTIONS & RECORD KEEPING

THE PERMITEE MUST, AT A MINIMUM, INSPECT, MAINTAIN AND REPAIR ALL DISTURBED SURFACES AND ALL EROSION AND SEDIMENT CONTROL FACILITIES AND SOIL STABILIZATION MEASURES EVERY DAY WORK IS PERFORMED ON THE SITE AND AT LEAST WEEKLY UNTIL LAND-DISTURBING ACTIVITY HAS CEASED. THEREAFTER, THE PERMITEE MUST PERFORM THESE RESPONSIBILITIES AT LEAST WEEKLY UNTIL VEGETATION COVER IS ESTABLISHED. THE PERMITEE SHALL MAINTAIN A LOG OF THESE ACTIVITIES, WHICH MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.

- RECORD NAME OF INSPECTOR AND DATE AND TIME OF INSPECTION.
- RECORD RAINFALL AMOUNT SINCE MOST RECENT INSPECTION.
- INSPECT ROCK CONSTRUCTION ENTRANCES FOR SEDIMENTATION. INSPECT ADJACENT STREETS FOR SEDIMENT TRACKING.

- INSPECT SITE FOR EXCESSIVE EROSION AND SEDIMENT ACCUMULATION.

- INSPECT SILT FENCE AND OTHER TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES
- INSPECT FLARED END SECTIONS FOR EROSION AND SEDIMENTATION.
- INSPECT PONDS, INFILTRATION BASINS, TEMPORARY SEDIMENTATION BASINS AND ALL OTHER BMP'S FOR EROSION AND SEDIMENTATION.
- INSPECT SURFACE WATERS, INCLUDING DRAINAGE DITCHES AND CONVEYANCE SYSTEMS FOR EVIDENCE OF SEDIMENT BEING DEPOSITED BY EROSION.

- INSPECT SITE AND ADJACENT PROPERTIES FOR CONSTRUCTION DEBRIS, TRASH AND SPILLS.
- INSPECT STABILIZED AREAS FOR EROSION.

- RECORD RECOMMENDED REPAIRS, MAINTENANCE AND/OR REPLACEMENTS REQUIRED TO ENSURE EROSION AND SEDIMENTATION CONTROL MEASURES ARE SUFFICIENT.
- RECORD RECOMMENDED AMENDMENTS TO THE SWPPP.

- RECORD REPAIRS, MAINTENANCE AND/OR REPLACEMENTS THAT WERE COMPLETED SINCE THE LAST INSPECTION.

MAINTENANCE

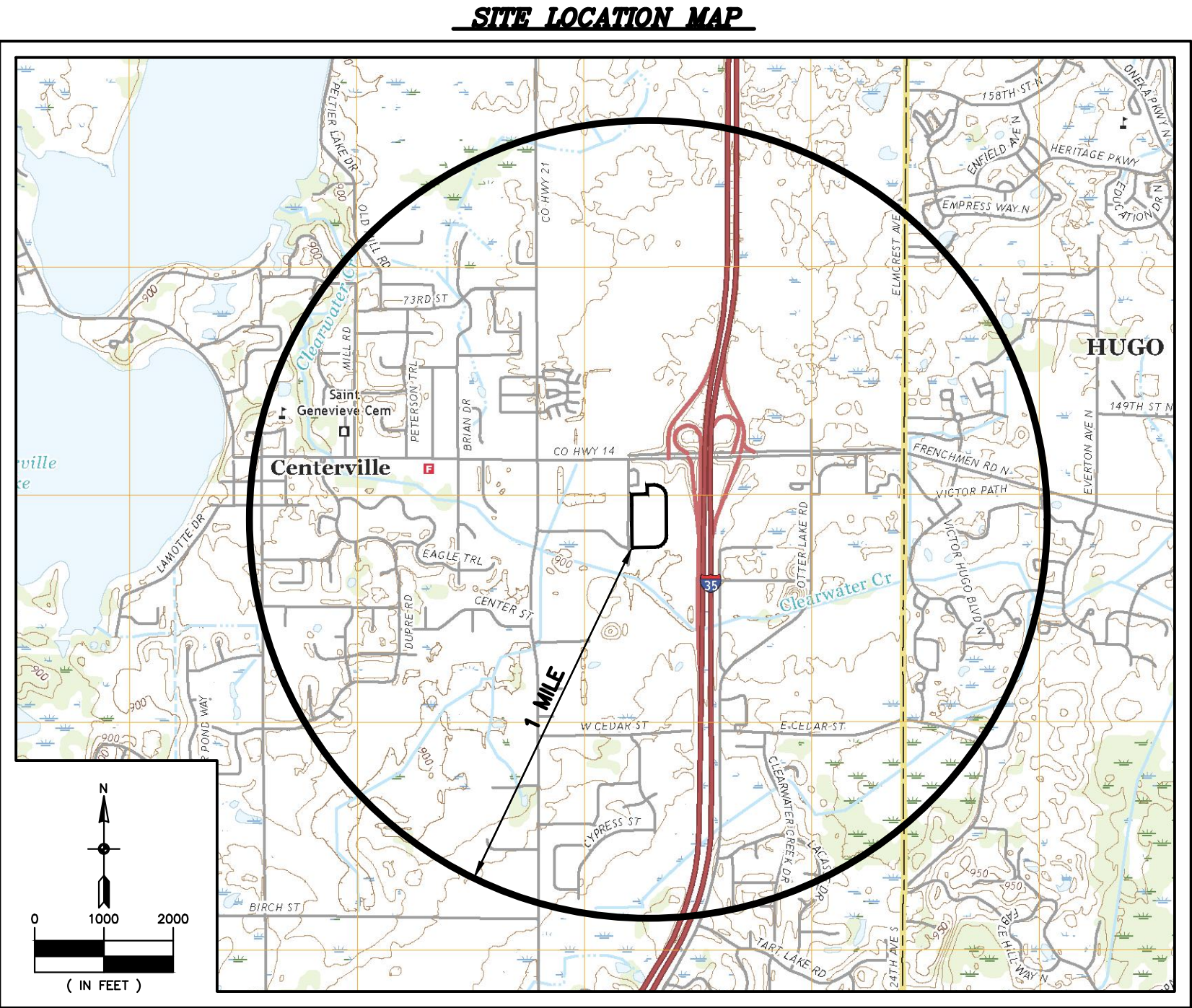
THE OWNER/CONTRACTOR IS RESPONSIBLE FOR THE OPERATION, INSPECTION AND MAINTENANCE OF ALL STORMWATER POLLUTION PREVENTION MEASURES FOR THE DURATION OF THE PROJECT. THE FOLLOWING GUIDELINES SHALL BE USED TO DETERMINE NECESSARY REPAIRS, MAINTENANCE AND/OR REPLACEMENT OF THE EROSION AND SEDIMENTATION CONTROL MEASURES.

- ROCK CONSTRUCTION ENTRANCES SHALL BE REPAIRED OR REPLACED IF THE ROCK BECOMES INUNDATED WITH SEDIMENT AND/OR EXCESSIVE SEDIMENT IS BEING TRACKED FROM THE SITE. SEDIMENT TRACKED ONTO ADJACENT STREETS SHALL BE REMOVED. MEASURES SHALL BE TAKEN IMMEDIATELY UPON DISCOVERY.
- SILT FENCE SHALL BE REPAIRED OR REPLACED WHEN SEDIMENT REACHES 1/3 THE HEIGHT OF THE SILT FENCE, THE SILT FENCE IS DAMAGED AND/OR THE SILT FENCE BECOMES NONFUNCTIONAL. MEASURES SHALL BE TAKEN WITHIN 24 HOURS OF DISCOVERY.
- CATCH BASIN INLET PROTECTION DEVICES SHALL BE CLEANED WHEN SEDIMENT REACHES 1/2 THE HEIGHT OF THE SEDIMENT TRAP AND/OR REPAIRED OR REPLACED IF THE DEVICE BECOMES NONFUNCTIONAL. MEASURES SHALL BE TAKEN WITHIN 72 HOURS OF DISCOVERY.
- FLARED END SECTIONS SHALL BE CLEANED IF DEBRIS IS RESTRICTING FLOW OR IF SEDIMENT HAS ACCUMULATED AT THE OUTLET. IF A FLARED END SECTION BECOMES NONFUNCTIONAL OR DAMAGED, IT SHALL BE REPAIRED OR REPLACED. MEASURES SHALL BE TAKEN WITHIN 72 HOURS OF DISCOVERY.
- IF SEDIMENT IS OBSERVED OFF-SITE OR NEAR SURFACE WATERS, THE SOURCE OF SEDIMENT HAS BEEN DETECTED AND ADDITIONAL MEASURES SHALL BE IMPLEMENTED. THE PERMITEE(S) SHALL COORDINATE SEDIMENT RETRIEVAL FROM SURFACE WATERS WITH ALL APPROPRIATE AGENCIES. MEASURES SHALL BE TAKEN WITHIN 7 DAYS OF DISCOVERY.
- PONDS, INFILTRATION BASINS, TEMPORARY SEDIMENTATION BASINS AND ALL OTHER BMP'S SHALL BE CLEANED IF DEBRIS IS PRESENT AND/OR EXCESSIVE SEDIMENTATION HAS OCCURRED. TEMPORARY AND PERMANENT SEDIMENTATION BASINS MUST BE DRAINED AND THE SEDIMENT REMOVED WHEN SEDIMENT HAS FILLED THE BASIN TO 1/2 THE STORAGE VOLUME. NO SEDIMENT SHALL BE ALLOWED TO ACCUMULATE IN INFILTRATION BASINS. MEASURES SHALL BE TAKEN WITHIN 72 HOURS OF DISCOVERY.

QUANTITIES

THE FOLLOWING TABLE PROVIDES ESTIMATED QUANTITIES FOR STORMWATER POLLUTION PREVENTION THROUGHOUT THE PROJECT.

ITEM	UNIT	ESTIMATED QUANTITY
ROCK ENTRANCE	EA.	1
SILT FENCE/BIO-ROLLS	L.F.	1,900
INLET PROTECTION	EA.	2
TURF ESTABLISHMENT	AC.	4.0



SWPPP NARRATIVE

REHBEIN BLACK DIRT
Lino Lakes, Minnesota

REHBEIN PROPERTIES

7625 24th Avenue N
Hugo, MN 55038

REVISIONS

- 04/06/22 Per City/RCWD Comments

DRAWN BY: JTR
DESIGNED BY: JTR
ISSUE DATE: 01/10/22

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name: Joseph T. Radach, P.E.
Signature: *Joe T. R.*
Date: 01/10/22 License #: 45889

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

STAFF ORIGINATOR: Diane Hankee PE, City Engineer

MEETING DATE: April 28, 2025

TOPIC: Ordinance No. 05-25, Vacating certain street, drainage, and utility easements on 70th Street and Otter Crossing South

- i. Consider 2nd Reading of Ordinance No. 05-25
- ii. Consider Resolution No. 25-56, Approving Summary Publication of Ordinance No. 05-25

VOTE REQUIRED: 4/5

INTRODUCTION

Staff is requesting City Council consideration of the 2nd Reading of Ordinance No. 05-25, vacating certain street, drainage, and utility easements on 70th Street and Otter Crossing South.

BACKGROUND

The Otter Crossing South preliminary plat and commercial development is located on a 28 acre site south of CSAH 14 (Main Street), east of I-35E and west of CR 84 (Otter Lake Road). The existing site includes three (3) lots which was a former bank that was recently removed. The developer TYME Properties LLC, is proposing to preliminary plat one (1) commercial lot. As a result of the newly proposed plat there are existing easements that will no longer be valid. The new plat will grant of permanent easements to serve the development.

The existing easements include Document #1271202.0 an easement for public streets and utility purposes and Document #487862.011 an easement for construction purposes shall be vacated contingent upon filing of the Otter Crossing South final plat. The City will be reimbursed in the amount of \$23,325.00 for the City's original acquisition cost.

RECOMMENDATION

Staff is recommending approval of the 2nd Reading of Ordinance No. 05-25, vacating certain street, drainage, and utility easements on 70th Street and Otter Crossing South and Resolution 25-56 Approving Summary Publication of Ordinance 05-25.

ATTACHMENTS

1. Ordinance No. 05-25
2. Drainage and Utility Easement Vacation Description Sketches
3. Resolution 25-56

1 st Reading: 04/14/25	Website Notice: 04/16/25
2 nd Reading: 04/28/25	Publication: 05/06/25
Adoption: 04/28/25	Effective: 06/05/25

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

**ORDINANCE VACATING CERTAIN STREET, DRAINAGE, AND UTILITY EASEMENTS
(70TH STREET AND OTTER LAKE SERVICE ROAD, ANOKA COUNTY, MINNESOTA)**

The City Council of Lino Lakes ordains:

Section 1: Findings of Fact

1. The City of Lino Lakes has received a petition from the only property owner abutting certain street, drainage, utility and ingress and egress easements requesting that the City vacate said easements in accordance with Minnesota Statutes § 412.851 and City Charter.
2. The easements proposed to be vacated are legally described as:

All that part of the Notice of Lis Pendens Street and Utility Easement described in doc. 1271202, Anoka County, Minnesota, depicted in Exhibit A, attached hereto,

and

All that part of the Permanent Easement as described in doc. 487862.011, Anoka County, Minnesota, depicted in Exhibit B, attached hereto.
3. A public hearing was held on April 14, 2025 before the City Council in the City Hall Council Chambers after due published and posted notice had been given and reasonable attempts were made to give personal notice to all affected property owners, and all persons interested were given an opportunity to be heard; and
4. It appears to be in the best interest of the City to vacate such Street and Utility and Ingress and egress, drainage and utility easements; and
5. This ordinance shall be recorded with Anoka County; and
6. Four-fifths of all members of the City Council concur with this ordinance.

Section 2: Street and Utility and Grant of Permanent Easement Vacated

The Street and Utility Easement and Permanent Easement described herein are hereby vacated.

Section 3: Any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto.

Section 4: Effect

This ordinance shall be in force and effect from and after its passage and publication according to the Lino Lakes City Charter and upon filing of the ordinance.

Section 5: The vacations provided for by this ordinance are contingent on the following:

- 1) Dedication of new easements in the Otter Crossing South plat. Should the new easements not be dedicated, the vacation provided by this ordinance shall be null and void.
- 2) Payment to the City of Lino Lakes in the amount of \$23,325.00 as reimbursement for the City's original acquisition cost.

Adopted by the Lino Lakes City Council this 28th day of April, 2025.

BY:

Rob Rafferty, Mayor

ATTEST:

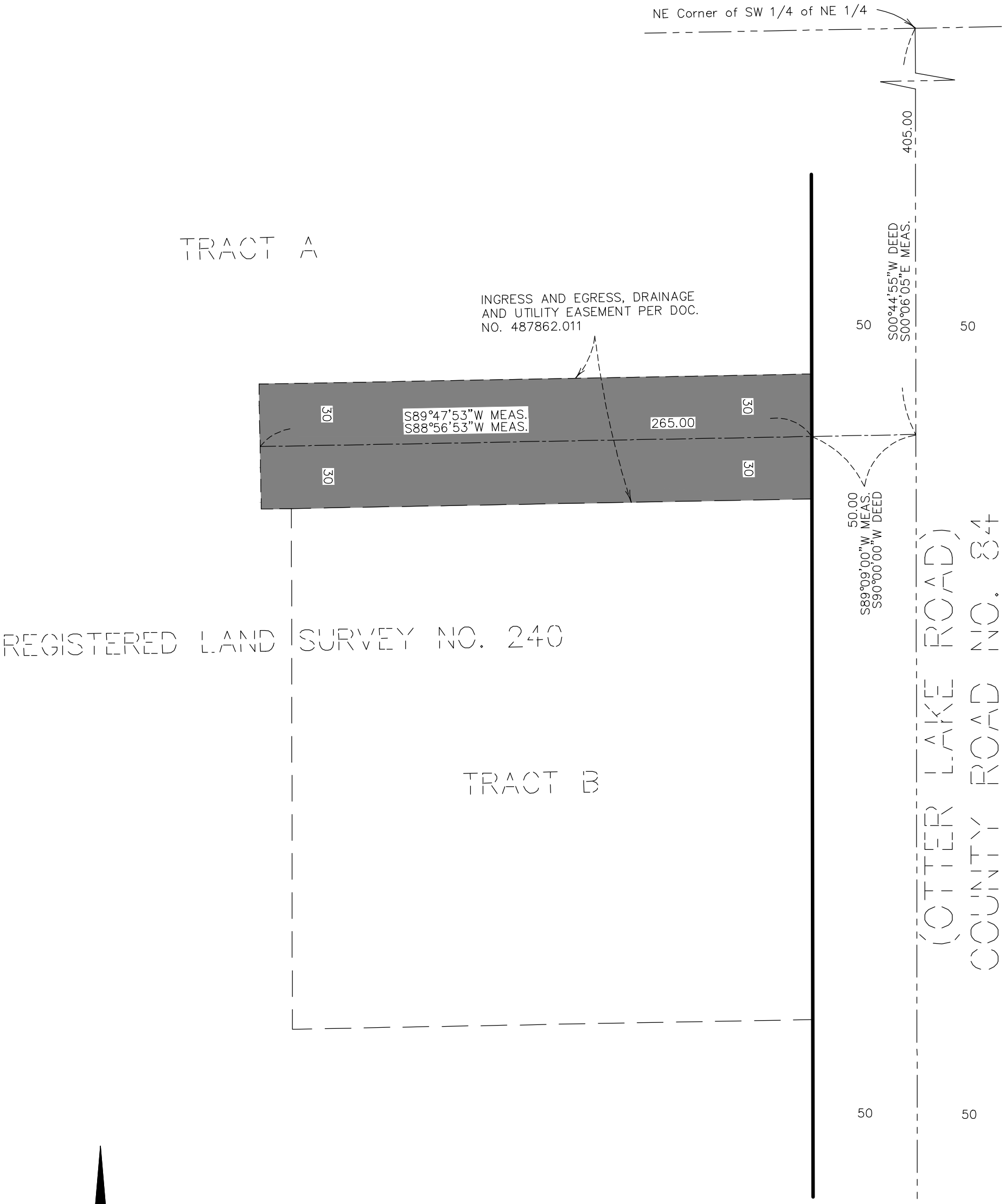
Roberta Colotti, CMC, City Clerk

EXHIBIT A

Vacation Exhibit-Street and Utility Easement

EXHIBIT B

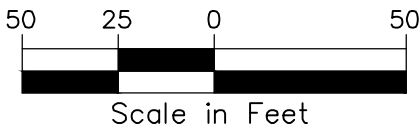
Vacation Exhibit- Permanent Easement



Denotes proposed easement to be vacated

EASEMENT TO BE VACATED

Ingress and egress, drainage and utility easement as described in doc. 487862.011, Anoka County, Minnesota.



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

APPROVING A SUMMARY OF ORDINANCE NO. 05-25 FOR PUBLICATION

WHEREAS, the City Council approved Ordinance No. 05-25, vacating certain street, drainage, and utility easements on 70th Street and Otter Crossing South; and

WHEREAS, the City Council approved the first reading on April 14, 2025, and the second reading and final passage on April 28, 2025; and

WHEREAS, Ordinance No. 05-25 is lengthy and MN statute 412.191 allows the city to publish a summary of an ordinance, and

WHEREAS, the City Council has determined that the summary clearly informs the public of the intent and effect of the ordinance, and

WHEREAS, the publication in the official newspaper will include a notice that a full printed copy of the ordinance is available at City Hall.

NOW, THEREFORE, BE IT FURTHER RESOLVED by The City Council of The City of Lino Lakes, Minnesota that the City Council approves the summary in Attachment A for publication according to state law and the City Charter.

Adopted by the City Council of the City of Lino Lakes this 28th day of April, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, City Clerk

ATTACHMENT A

CITY OF LINO LAKES SUMMARY OF ORDINANCE NO. 05-25

AN ORDINANCE VACATING DRAINAGE AND UTILITY EASEMENT

Section 1: Findings

The City Council of Lino Lakes has determined to vacate certain street, drainage, and utility easements on 70th Street and Otter Crossing South; and

A public hearing was held on April 14, 2025 before the City Council in the City Hall Council Chambers after due published and posted notice had been given and a reasonable attempts were made to give personal notice to all affected property owners, and all persons interested were given an opportunity to be heard; and

Section 3: Effect

This ordinance shall be in force and effect from and after its passage and publication according to the Lino Lakes City Charter and upon recording of the Drainage and Utility Easement Vacation.

Passed by the Lino Lakes City Council on April 28, 2025.

This is a summary of the adopted ordinance. A full printed copy of the ordinance is available at City Hall.

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

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: April 28, 2025

TOPIC: Consider Resolution No. 25-44 Approving Site Improvement Performance Agreement for ALDI's

VOTE REQUIRED: 3/5

INTRODUCTION

Staff is requesting City Council consideration to approve the site improvement performance agreement for ALDI's.

BACKGROUND

The City reviewed a land use application site and building plan for an ALDI's grocery store located on a commercial lot south of CSAH 14 (Main Street), east of I-35E and west of CR 84 (Otter Lake Road). The proposed grocery store plan meets ordinance and performance standards and staff recommends approval of the project.

City Code Section 1007.020(5)(d) requires the execution of a site performance agreement prior to issuance of a building permit.

RECOMMENDATION

Staff is recommending the City Council approve Resolution 25-44 approving the site improvement performance agreement for the ALDI's grocery store.

ATTACHMENTS

1. Resolution No. 25-44
2. Site Improvement Performance Agreement

**CITY OF LINO LAKES
RESOLUTION NO. 25-44**

APPROVING SITE IMPROVEMENT PERFORMANCE AGREEMENT WITH ALDI INC.

WHEREAS, the City has completed review of the site and building plans for an ALDI's grocery store; and

WHEREAS, the legal description of the property is:

Tract A, Registered Land Survey No. 240., Anoka County, Minnesota.

AND

That part of the Southwest Quarter of the Northeast Quarter of Section 24, Township 31, Range 22, described as follows: Beginning at the point of intersection of the South line of County State Aid Highway 14 and the Easterly right-of-way line of Interstate No. 35E; thence East along said South line of County State Aid Highway No. 14, a distance of 200 feet; thence at a right angle South 250 feet; thence at a right angle West 298.22 feet to the Easterly right of way line of Interstate Highway No. 35E; thence Northerly along said Easterly right-of-way line 275.62 feet to the point of beginning, according to the United States Government Survey thereof, Anoka County, Minnesota.; and

WHEREAS, City Code Section 1007.020(5)(d) requires the execution of a site performance agreement prior to issuance of a building permit.

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

Adopted by the Council of the City of Lino Lakes this 28th day of April, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

**CITY OF LINO LAKES, MINNESOTA
SITE IMPROVEMENT PERFORMANCE AGREEMENT**

THIS SITE IMPROVEMENT PERFORMANCE AGREEMENT (this “**Agreement**”) made this _____ day of _____, 2025 (the “**Effective Date**”), is by and between the **City of Lino Lakes**, a municipal corporation organized under the laws of the State of Minnesota (the “**City**”), and **Aldi Inc. (Minnesota)**, a Minnesota corporation (“**Developer**”).

WHEREAS, Developer has received approval of certain Site Development Plans dated _____ (the “**Plans**”) by the City on the ____ day of _____, 2025, and in accordance with the Plans all of which are made a part hereof by reference. In consideration of such approval, Developer, its successors and assigns, does covenant and agree to perform the work substantially (i.e., without material deviation) as set forth in the Plans, in the aforesaid approval, and as hereinafter set forth upon the real estate (hereinafter referred to as “**Property**”) described as follows:

Tract A, Registered Land Survey No. 240, Anoka County, Minnesota.

And

That part of the Southwest Quarter of the Northeast Quarter of Section 24, Township 31, Range 22, described as follows: Beginning at the point of intersection of the South line of County State Aid Highway 14 and the Easterly right-of-way line of Interstate No. 35E; thence East along said South line of County State Aid Highway No. 14, a distance of 200 feet; thence at a right angle South 250 feet; thence at a right angle West 298.22 feet to the Easterly right of way line of Interstate Highway No. 35E; thence Northerly along said Easterly right-of-way line 275.62 feet to the point of beginning, according to the United States Government Survey thereof, Anoka County, Minnesota.

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

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

I. DESIGNATION OF IMPROVEMENTS.

- A. Improvements on the Property set forth in the Plans to be installed at Developer’s expense by Developer as hereinafter provided are hereinafter referred to as “**On-Site Work**”.
- B. Improvements off the Property set forth in the Plans to be installed at Developer’s expense, if any, by Developer as hereinafter provided are hereinafter referred to as “**Off-Site Work**”. The On-Site Work and Off-Site Work are collectively referred to herein as the “**Improvements**”.

II. ON-SITE WORK.

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

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

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

	Description of Improvements	Estimated Costs
1.	Lighting	\$ 20,000.00
2.	Fences / Screen Structures	\$ 0.00
3.	Trash Disposal Structures	\$ 0.00
4.	Curbing / Islands / Delineators	\$ 100,000.00
5.	Storm Drainage Systems / Sewers / Catch Basins / Culverts / Swales	\$ 40,000.00
6.	Public Trails and / or Sidewalk	\$ 0.00
7.	Private Trails and / or Sidewalk	\$ 55,000.00
8.	Driveway / Curb cut / Parking Lot / Fire Lane	\$ 100,000.00
9.	Water mains / Hydrants / Sanitary Sewers	\$ 60,000.00
10.	Landscaping	\$ 30,000.00
11.	Site Grading	\$ 185,000.00
12.	Erosion Control	\$ 20,000.00
	Total Estimated Cost of Developer Improvements	\$ 610,000.00
	Security Requirement (Total * 35%)	\$ 213,500.00

III. OFF-SITE WORK

- A. Off-Site Work. There is no off-site work to be performed as part of the project contemplated hereby.
- B. Right Turn Lane. The southbound Otter Lake Road (CR 84) right turn lane at 70th Street shall be constructed by others.

IV. DEVELOPER FEES.

A. Trunk Sanitary Sewer Connection Fees

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

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. The Sanitary Sewer Trunk Charge is \$1,801.00 per unit. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

Availability Charge

Commercial/Industrial/Institutional availability charges shall be paid at the time of building permit. Fees are based on the number of sanitary access charge (SAC) units assigned by Metropolitan Council Environmental Services (MCES).

City Sewer (CSAC)	\$1,686.00 Per SAC Unit
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Trunk sewer unit charges addressed under this paragraph are in addition to any SAC charges imposed by Metropolitan Council Environmental Services.

B. Trunk Water Connection Fees

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

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the

time of hook-up, whichever is first. The Water Trunk Charge is \$2,588.00 per unit. Commercial/Industrial/Institutional (CII) trunk charges are based on a factor of 2.92 units per acre.

Availability Charge

Commercial/Industrial/Institutional availability charges shall be paid at the time of building permit. Fees are based on the number of sanitary access charge (SAC) units assigned by Metropolitan Council Environmental Services (MCES).

City Water (CWAC)

\$1,628.00 Per SAC Unit

C. Surface Water Management Area Charges

The City established a trunk area charge to uniformly distribute the costs of public trunk surface water infrastructure and water quality improvements. The Surface Water Management Charge shall be based on developable acreage, in the amount specified in table below.

		Acres /Units	Fee
1.	Sanitary Sewer Trunk Unit Fee (\$1,801/unit; 2.92 units/Acre)		\$0 ¹
2.	City Sewer Availability Fee (\$1,686/SAC Unit)	6	\$10,116.00 ²
3.	Water Trunk Unit Fee (\$2,588/unit; 2.92 units/Acre)		\$0 ¹
4.	City Water Availability Fee (\$1,628/SAC Unit)	6	\$ 9,768.00 ²
5.	City Surface Water Management Fee (\$/Acre)		\$0 ³
	Total Estimated Developer Fees		\$19,884.00²
	¹ Assessment paid as part of Otter Lake Road and Utility Improvements (1997) ² Sewer and Water Availability fees will be collected with Building Permit ³ To be collected with Otter Crossing 2 nd Development Agreement		

- D. Metropolitan Council Environmental Services (“**MCES**”) Sewer Availability Charges (“**SAC**”) are in addition to the fees referenced above and shall be determined by MCES and shall be paid with the Building Permit.

V. RECORD DRAWINGS.

- A. Upon completion of the Off-Site Work, Developer shall submit record drawings, in electronic format, of all public and private infrastructure improvements, including grading, sanitary sewer, water main, storm sewer facilities, and roads, constructed by Developer. The as-built survey must

include, but is not limited to, proposed and final contours with adequate elevation shots to show conformance, property irons (to be exposed in field), low floor and low opening elevations, and the 100-Year High Water Level (HWL) of all ponds, lakes, and wetland areas. The files shall be drawn in Anoka County NAD 83 Coordinate system and provided in both AutoCAD .dwg and Adobe .pdf file formats. The plans shall include accurate locations, dimensions, elevations, grades, slopes and all other pertinent information concerning the complete work. Developer shall also submit certified compaction testing results for the site grading operations.

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

VI. COMPLETION DATE.

If, subject to Force Majeure Delay, the activities authorized by site and building plan approval are not initiated within twelve (12) months from the Effective Date, then Developer will need to start the site and building plan approval process from the beginning. If, subject to Force Majeure Delay, after twenty-four (24) months from the Effective Date (the “**Completion Date**”) Developer has not substantially completed the On-Site Work and Off-Site Work, the City reserves the right to use securities to address site issues to ensure compliance with City Codes.

For purposes of this Agreement, the terms “**substantially completed**” or “**substantial completion**” in reference to the On-Site Work and/or Improvements shall mean and refer to the completion of all On-Site Work (other than immaterial punch list items) without material deviation from the Plans.

For the purposes of this Agreement, the term “**Force Majeure Delay**” means delays, outside the reasonable control of the party claiming its occurrence, which are the result of strikes, other labor troubles, severe or prolonged bad weather, acts of God, global pandemic, epidemic, government mandated quarantine or travel bans, government mandate closures, fire or other casualty to the development contemplated by this Agreement, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, results in delays, or acts of any federal, state or local governmental unit, shortages of materials, extraordinary restrictive governmental laws or regulations (such as gas rationing), riots, war, military power, sabotage. The time for performance of any obligation of Developer set forth in this Agreement shall be extended for the period of the delay of such obligation

due to Force Majeure Delay(s). Notwithstanding anything herein to the contrary no Force Majeure Delays shall extend the Completion Date more than an additional twelve (12) months.

VII. GUARANTEE.

- A. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer. Concurrently with the execution hereof by the Developer, the Developer will furnish to, and at all times thereafter maintain with the City, a cash deposit, certified check, or Irrevocable Letter of Credit, based on thirty-five (35%) percent of the total estimated cost of Developer's On-Site Work. An Irrevocable Letter of Credit shall be for the exclusive use and benefit of the City of Lino Lakes and shall state thereon that the same is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Development Contract, construction of all required improvements in accordance with the ordinances and specifications of the City and guarantees the workmanship and materials for improvements for a period of one year following the City's acceptance of the of the On-Site Work and the Off-Site Work. The City reserves the right to draw, in whole or in part, on any portion of the Irrevocable Letter of Credit for the purpose of guaranteeing the terms and conditions of this Agreement, if an Event of Default (defined below) by Developer has occurred. The Irrevocable Letter of Credit shall be automatically extended for additional periods of one year from present or future expiration dates unless sixty (60) days prior to such the City Clerk or Administrator is notified in writing by certified mail or overnight mail that the Letter of Credit will not be renewed.
- B. Upon written request, The City will grant a reduction of the Letter of Credit, or cash deposit based on prepayment or the value of the completed Improvements at the time of the requested reduction. Developer may make such requests three times throughout the life of this agreement, with the third and/or final request being at substantial completion of the Improvements. The City will respond to such request within 30 days after delivery of such request. Prior to the final acceptance of the Developer's Improvements the City shall require a Letter of Credit or Cash Escrow to cover the warranty provisions of this Agreement. The amount shall be agreed to by the City Engineer and Developer (with both parties acting reasonably and in good faith) and Developer may use the Letter of Credit described in Section VI.A above.

VII. REIMBURSEMENT OF COSTS.

- A. Developer agrees to establish a non-interest bearing escrow account with the City for the payment of all City fees and costs incurred by the City related to the On-site and Off-Site Work as set forth below following:

1.	Site Plan Review Fee	\$5,500.00
2.	Administration (Legal, Engineering, Planning and Contract Administration)	\$19,000.00
3.	Negative Short Term Escrow Balance	\$0
	Total Estimated (Budget) Costs for Escrow Account	\$24,500.00

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

VIII. CONSTRUCTION ACTIVITIES. The Developer has requested to commence site construction activities prior to Final Plat approval and prior to the effective date of the Street and Utility Easement (Document No. 1271202) vacation. Developer hereby acknowledges that they do so at their own risk. The City agrees to allow for commencement of site construction activities as follows:

- A. Grading and Utility Improvements. Site grading and utility improvements may commence upon completion of the following:
- i. Execution of this Agreement and receipt of all securities required herein.
 - ii. Execution of a Declaration for Maintenance of Stormwater Facilities, which said document shall be recorded against the Property.
 - iii. Issuance of Rice Creek Watershed District Permit.
 - iv. Review and approval of a Zoning Permit for Grading Application by the City Engineer.
- B. Building Permit. Building Permit Issuance shall be allowed subject to the following conditions:
- i. Satisfaction of the conditions outlined in VIII.A. above; and
 - ii. Provision of temporary public drainage and utility easements over all public utility improvements. Said easements shall expire upon filing of the final plat and dedication of permanent easements.

- iii. Review and approval of the building permit application by the Building Official.
- iv. Construction shall be limited to maintain a maximum distance of 150 feet from the furthest exterior wall to an improved gravel street as per the State Fire Code. Developer may construct and maintain access in order to meet the requirements.
- v. As-Built Survey. The Developer's engineer shall certify, in writing with an as-built survey, that all grading complies with the grading plan prior to issuance of a Certificate of Occupancy . The as-built survey must include, but is not limited to, proposed and final contours with adequate elevation shots to show conformance, property irons (to be exposed in field), low floor and low opening elevations, and the 100-Year High Water Level (HWL) of all ponds, lakes, and wetland areas.

IX. REMEDIES FOR BREACH.

- A. Developer shall not be deemed to be in default under this Agreement unless and until: (i) the City shall give prior written notice to the Developer of any alleged default and/or breach hereunder in reasonable detail; and (ii) the Developer has not, within 20 days after receipt of such default notice from the City, notified the City by stating in writing the manner in which the default will be cured and the time within which such default will be cured (each an **"Event of Default"**). The City shall not proceed to enforce such financial guarantee or undertake any work for which the City will be reimbursed through the financial guarantee, or otherwise exercise any other remedy prior to the occurrence of an Event of Default. Notwithstanding anything herein to the contrary, the City may remedy a default without notice and an opportunity to cure in the circumstances where the default presents an emergency situation or life-safety circumstance as reasonably determined by the City.
- B. Subject to Force Majeure Delay, at any time after the Completion Date and any extensions thereof, if an Event of Default occurs with respect to any incomplete Improvements, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all actual, third-party expenses reasonably incurred by the City in connection therewith, including, but not limited to, engineering, legal, planning and litigation costs and expense. The enumeration of the remedies hereunder shall be in addition to any other remedies available to the City.

1. Specific Performance. Following an Event of Default, the City may in writing direct the surety or the Developer to cause the Improvements to be undertaken and completed within a specified reasonable time. If, subject to Force Majeure Delay, the Developer fails to cause the Improvements to be substantially completed within such specified reasonable time, the City may proceed to bring an action for specific performance to require substantial completion of any incomplete Improvements.
2. Completion by the City. Following an Event of Default, the City, after written notice, may enter the Property and proceed to have the Improvements completed either by contract, by day labor or by regular City forces. All such work shall be performed in a reasonable manner, such costs shall be reasonable, and the Improvements must be completed in a good and workman-like manner and in accordance with the Plans. Upon completion of such work, the Developer shall pay the City the full cost thereof as aforesaid within 30 days after receipt of an invoice, final unconditional lien waivers from all contractors and subcontractors, and reasonable supporting documentation of all such costs.
3. Deposit of Financial Guarantee. In the event the financial guarantee has been submitted in the form of a Letter of Credit, the City may, following an Event of Default, draw on the Letter of Credit the sum equal to the reasonably estimated cost of completing the Work, plus the City's reasonably estimated expenses as defined herein, including any other reasonable costs, expenses, and damages for which the surety may be liable hereunder, but not exceeding the amount set forth on the Letter of Credit. The money shall be deemed to be held by the City for the purpose of reimbursing the City for any reasonable costs incurred in completing the Improvements in accordance with the Plans and as specified in this Agreement. Any funds remaining after completion of the Improvements shall be promptly returned to the Developer.

IX. OCCUPATION OF PREMISES.

The Developer agrees that it will not cause to be occupied any portion of the building or Improvements to be constructed upon the Property until substantial completion of the building and Improvements as more fully described in the Plans and following issuance of a Certificate of Occupancy; provided, however, the City acknowledges and agrees that the stocking of product shall not constitute a violation of the foregoing.

X. INSURANCE.

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

XI. REIMBURSEMENT FOR LITIGATION EXPENSES.

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

XII. VALIDITY.

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

XIII. GENERAL.

- A. Binding Effect. The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Property and shall be deemed covenants running with the land.
- B. Notices. Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other party, such notice or demand shall be delivered personally or (i) mailed by United States mail by certified mail (return receipt requested) or (ii) sent by nationally recognized overnight carrier to the addresses hereinbefore set forth on Page 1. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail or the overnight carrier in accordance with the above. The addresses of the

parties hereto are as set forth on Page 1 until changed by notices given as above.

- C. Incorporation by Reference. All plans, special provisions, proposals, specifications and contracts for the improvements furnished and let pursuant to this Agreement shall be and hereby are made a part of this Agreement by reference as fully as if set out herein in full.
- D. Hours of Construction Activity. Construction activity shall be limited to the hours set out as follows:

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

XIV. VIOLATIONS/BUILDING PERMITS.

Following an Event of Default by Developer and in addition to the rights and remedies as set out hereunder, the City may refuse to issue building permits to the Property and/or stop building construction within the Property until such time as such Event of Default has been cured.

CITY OF LINO LAKES

By _____
Mayor

ATTEST:

By _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

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

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

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

Notary Public

DEVELOPER:

Aldi Inc. (Minnesota),
a Minnesota corporation

By: _____
Name: Steve Bowman
Its: Group Director of Real Estate

Reviewed By: _____
Andrew Mack, Director of Real Estate

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Steve Bowman, Group Director of Real Estate of Aldi Inc. (Minnesota), a Minnesota corporation, on behalf of said corporation.

Notary Public for _____

My Commission expires: _____

This instrument was drafted by:

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