



CITY COUNCIL AGENDA

Monday, September 8, 2025

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

***Mayor Rafferty, Councilmembers Cavegn, Ruhland, Stoesz and Lyden
City Administrator: Karen Anderson***

CITY COUNCIL WORK SESSION, 6:00 P.M. Community Room (not televised)

- A. Call to Order and Roll Call
- B. Setting the Agenda: Addition or Deletion of Agenda Items
- C. Franchise Agreements
- D. Review Regular Agenda
- E. Adjourn

CITY COUNCIL MEETING, 6:30 PM 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

SPECIAL PRESENTATION

- A. Proclamation: Constitution Week, September 17-23, 2025

1. Consent Agenda

- A. Consider Approval of Expenditures for September 8, 2025 (Check No. 123463 through 123521) in the Amount of \$408,125.56
- B. Approval of August 4, 2025, Work Session Minutes
- C. Approval of August 6, 2025, Special Work Session (Strategic Plan) Minutes

- D. Approval of August 18, 2025, City Council Closed Meeting Minutes
- E. Approval of August 18, 2025, Special Work Session (Budget) Minutes
- F. Approval of August 25, 2025, City Council Work Session Minutes
- G. Approval of August 25, 2025 City Council Regular Meeting Minutes
- H. Approval of Hiring of Part-Time Staff for the Rookery Activity Center
- I. Approval of Resolution No. 25-122, Declaring Cost to be Assessed and Calling Hearing on Proposed Assessment, 2025 Weed Abatement Charges
- J. Approve Disposal of Obsolete Police Department Property
- K. Approval of Resolution No. 25-125, Special Event Permit and Temporary Liquor License, American Legion Post 566, Oktoberfest Event
- L. Authorize North Metro Telecommunications Commission (NMTC) to Administer Broadband Provider Franchising Process

2. Finance Department Report

3. Administration Department Report

- A. Biennial Review of Council Compensation - Second Reading and Adoption of Ordinance No. 15-25, Roberta Colotti
- B. First Reading of Ordinance No. 16-25, Amending Chapter 202, Council and Commission Procedures, Roberta Colotti
- C. Resolution No. 25-123, Appointing Deputy City Clerk, Roberta Colotti

4. Police Department Report

- A. Renewal of Contract for Criminal Prosecution Services with Geck, Duea & Olson Law Firm, Curt Boehme

5. Fire Department Report

6. Public Services Department Report

7. Community Development Report

- A. Resolution Number No. 25-124, Authorize the Preparation of Plans and Specs, 2026 Street Rehabilitation Project, Diane Hankee
- B. Natures Refuge North, Katie Larsen

- i. Consider Resolution No. 25-118 Approving PUD Final Plan/Final Plat
- ii. Consider Resolution No. 25-119 Approving Development Agreement

C. Clearwater Commons, Katie Larsen

- i. Consider Resolution No. 25-120 Approving Final Plat
- ii. Consider Resolution No. 25-121 Approving Development Agreement

8. Unfinished Business

9. New Business

10. Notices and Communications

- Planning & Zoning Board Meeting, September 10, 2025 at 6:30 p.m. in the Council Chambers.

ADJOURNMENT



PROCLAMATION

Constitution Week September 17-23, 2025

WHEREAS: September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE I, Rob Rafferty by virtue of the authority vested in me as Mayor of City of Lino Lakes, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Lino Lakes to be affixed.

Adopted by the Lino Lakes City Council on September 8, 2025.

Rob Rafferty, Mayor

Attest:

Roberta Colotti, CMC
City Clerk



Expenditures

September 8, 2025

Check #123463 to #123521

\$408,125.56

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 123463 - 123521

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
08/29/2025	123463	CENTRAL PENSION FUND	Remittance Check	10,272.00
09/08/2025	123464	ANOKA COUNTY FINANCE DEPARTME	RETURN 1-12 EXCESS	100,424.00
09/08/2025	123465	ANOKA COUNTY TREASURY OFFICE	MEAL FOR GOVERNMENT MEETING	13.00
09/08/2025	123466	AQUA LOGIC, INC	SERVICE LEISURE POOL	450.00
09/08/2025	123467	ASPEN MILLS, INC.	DEPT EXP - A. ZUHLSDORF	26.85
			UNIFORM ALLOWANCE - A. HALVERSON	210.70
			UNIFORM ALLOWANCE - N. HAMANN	39.70
			UNIFORM ALLLOWANCE - A. NG	64.95
				342.20
09/08/2025	123468	BITUMINOUS ROADWAYS, INC.	ASPHALT HOT MIX	3,467.35
09/08/2025	123469	BLAINE BROTHERS	(2) MUD FLAPS #218	30.98
09/08/2025	123470	CARROLL CONSTRUCTION SUPPLY	ASPHALT CUTTING BLADES	350.00
09/08/2025	123471	CENTERPOINT ENERGY	NATURAL GAS	606.89
09/08/2025	123472	CONNEXUS ENERGY	WATERMARK PARK PAVILION ELECTRICITY	49.31
09/08/2025	123473	CORE & MAIN LP	HYDRANT LOCK RING	473.63
09/08/2025	123474	COURT SURFACES & REPAIR	ARENA ACRES TENNIS RESURFACE	7,250.00
09/08/2025	123475	CROWN MARKING, INC.	NAME PLATE - A. MOZ	38.14
09/08/2025	123476	DACOTAH PAPER CO.	COMPOSTABLE BAGES (4)	530.12
09/08/2025	123477	DDA HUMAN RESOURCES, INC.	CITY ADMINISTRATOR EXECUTIVE SEARCH	24,000.00
09/08/2025	123478	DELL MARKETING LP	COMPUTER - ACCT CLERK II	1,116.87
			DOCKING STATION & MONITORS (2) - ACCT C	571.97
			DOCKING STATION & MONITORS (2) - CD SP	571.97
				2,260.81
09/08/2025	123479	EHLERS AND ASSOCIATES	JULY HOURLY SERVICES - K. HORN	26,875.00
			2024 TIF REPORTING	6,320.00
				33,195.00
09/08/2025	123480	EMERGENCY AUTOMOTIVE TECHNOLO	UPFITTED WITH CORE #631	1,590.00
			LIGHTS INSTALLATION #631	2,161.08
			CLAIM #CA453726 SQUAD #319 DEER STRIKE	600.00
			(2) WHELEN BRAKE/TAIL LIGHTS #200	244.76
				4,595.84
09/08/2025	123481	ENDURANCE FITNESS OF MN, LLC	MONTHLY FEE	11,665.00
09/08/2025	123482	FACTORY MOTOR PARTS COMPANY	STOCK FILTERS	59.60
			TIRE PATCHING SUPPLIES	34.16
			TUBES OF GREASE (STOCK)	98.40
			FILTERS (STOCK)	46.90
			(2) STOCK ENGINE AIR FILTERS	26.14
			INNER AIR FILTER #415	12.61
			OUTER AIR FILTER #415	14.08
				291.89

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 123463 - 123521

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
09/08/2025	123483	FIDELITY SECURITY LIFE INSURA	SEPTEMBER INSURANCE PREMIUMS	215.31
09/08/2025	123484	FRATTALLONES HARDWARE & GARDE	CAULK GUN & ADHESIVE	37.56
09/08/2025	123485	GDO LAW	SEPTEMBER PROSECUTOR CONTRACT	8,750.00
09/08/2025	123486	GRAINGER	DRINK FOUNTAINS (2) - GRANT REIMBURSED	3,077.82
			SPLASH POOL PUMP BEARING	438.72
				3,516.54
09/08/2025	123487	HAWKINS, INC.	POOL TREATMENT CHEMICALS	1,585.06
09/08/2025	123488	HUGO EQUIPMENT COMPANY	CUTTING HELMETS (19)	2,083.16
09/08/2025	123489	IMAGE PRINTING & GRAPHICS, IN	BUSINESS CARDS - T. THOMA	20.00
09/08/2025	123490	IMPERIAL DADE	HAND TOWELS & DISINFECTANT SPRAY	336.21
			SHOWER CURTAIN	57.66
			VACUUM BELT	30.20
			JANITORIAL SUPLIES	133.45
				557.52
09/08/2025	123491	INNOVATIVE OFFICE SOLUTIONS L	PAPER (7) & LAMINATE SHEETS	368.63
09/08/2025	123492	JUSTIN & BREANNE LARSON	UB REFUND FOR ACCOUNT: 019411-000	1,145.18
09/08/2025	123493	L.T.G. POWER EQUIPMENT	FUEL FILTER #415	9.86
09/08/2025	123494	LRS	TOILET RENTAL - WATERMARK PARK	65.00
			TOILETS (2), HANDWASH STATION - BHD	315.00
			TOILET RENTAL - BIRCH PARK	65.00
			TOILET RENTAL - CITY HALL PARK	65.00
			TOILET RENTAL - CLEARWATER CREEK PARK	65.00
			TOILET RENTAL - HIGHLAND MEADOWS PARK	65.00
			TOILET RENTAL - LINO PARK	65.00
			TOILET RENTAL - MARSHAN PARK	65.00
			TOILET RENTAL - SUNRISE PARK	65.00
			TOILET RENTAL - TOWER PARK	65.00
				900.00
09/08/2025	123495	M/I HOMES	ESCROW RELEASE - 608 HAYWOOD DR	900.00
			ESCROW RELEASE - 612 HAYWOOD DR	900.00
			ESCROW RELEASE - 620 HAYWOOD DR	900.00
				2,700.00
09/08/2025	123496	MACQUEEN EQUIPMENT, INC.	SCBA FLOW TESTING	3,495.00
			DEPT EXP - PPE	32,380.95
				35,875.95
09/08/2025	123497	MANSFIELD OIL COMPANY	1,300 GALLONS DIESEL	4,268.22
			1,800 GALLONS OF GASOLINE	4,882.06
				9,150.28

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 123463 - 123521

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
09/08/2025	123498	MENARDS - FOREST LAKE	BATTERIES	4.07
			ALL PURPOSE CLEANER & DOORBELL	9.53
			BRACE FOR DESK REPAIR	4.79
			2 GALLONS OF BLEACH	5.98
			TIMER FOR CHARGING SCISSOR LIFT	8.99
				<u>33.36</u>
09/08/2025	123499	MET COUNCIL ENVIRONMENTAL SER	OCTOBER WASTE WATER SERVICES	112,082.94
09/08/2025	123500	METRO SALES INCORPORATED	PUBLIC WORKS COPIER	113.97
			PD COPIER CONTRACT	36.00
				<u>149.97</u>
09/08/2025	123501	MIDWAY FORD COMPANY	BRAKE PEDAL SWITCH #515	29.78
09/08/2025	123502	MN METRO NORTH TOURISM BOARD	JULY 2025 TOURISM TAX	9,946.00
09/08/2025	123503	NORTH COUNTRY AUTO BODY & MEC	CLAIM #CA453726 SQUAD #319 DEER STRIKE	4,559.47
09/08/2025	123504	O'REILLY AUTOMOTIVE STORES	FRONT BRAKE PADS #304	44.60
			(2) BATTERIES #510	376.56
			ENGINE AIR FILTER #318	13.07
			BATTERY #804	188.28
			FUEL SYSTEM CLEANER #259	12.49
			FILTERS (STOCK)	59.46
			BATTERY CORE RETURN	(10.00)
			(3) BATTERY CORE RETURNS	(66.00)
				<u>618.46</u>
09/08/2025	123505	OCCUPATIONAL HEALTH CENTERS O	NEW HIRE TESTING	100.00
09/08/2025	123506	OLSON'S SEWER SERVICE, INC.	DRAIN LINE CLEANING	500.00
			WASTEWATER REMOVAL & DISPOSAL AT PUBLIC	490.00
				<u>990.00</u>
09/08/2025	123507	PERFORMANCE PLUS LLC	ANNUAL RESPIRATOR QUALIFICATION (16)	720.00
09/08/2025	123508	PIONEER MANUFACTURING COMPANY	BASE SET (2)	608.40
			FIELD MARKING PAINT	517.50
				<u>1,125.90</u>
09/08/2025	123509	POMP'S TIRE SERVICE, INC.	(2) TIRES #304	320.00
			REPLACE TIRE (ROAD SERVICE) #210	713.50
				<u>1,033.50</u>
09/08/2025	123510	POWER PLAN OIB	CHIPPER KNIVES & BOLTS #424	209.95
09/08/2025	123511	PRECISE MRM LLC	CELLULAR DATA FOR GPS	160.00

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 123463 - 123521

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
09/08/2025	123512	PRESS PUBLICATIONS, INC.	ORD. NO. 14-25 SPECIAL CONNECTION FEES	63.35
			PHN LAKE AMELIA WOODS	44.35
			PHN ZONING CANNABIS - 2E REALTY JAROD A	44.35
				<u>152.05</u>
09/08/2025	123513	SAFETY-KLEEN SYSTEMS, INC.	SOLVENT	50.42
09/08/2025	123514	STANDARD INSURANCE COMPANY	LIFE & DISABILITY INSURANCE PREMIUMS	2,474.38
09/08/2025	123515	STAPLES INC.	CERTIFICATE PAPER	15.62
			PAPER, NOTEBOOKS & MEMOBOOKS	125.78
				<u>141.40</u>
09/08/2025	123516	T-MOBILE USA INC	CELL PHONES & WI-FI	798.74
09/08/2025	123517	TAYLOR PRINT & PACKAGING	UB WINDOW & RETURN ENVELOPES	4,320.75
09/08/2025	123518	WHEELER HARDWARE COMPANY	DONGLE MONTHLY LICENSE AND SERVICE FEE	75.00
09/08/2025	123519	WINNICK SUPPLY, INC.	OXYGEN GAS FOR CUTOFF TORCH	16.15
			STEEL FOR MUDFLAP REPAIR #218	22.03
			REPLACEMENT FAUCET (SHOP)	83.07
				<u>121.25</u>
09/08/2025	123520	WM CORPORATE SERVICES, INC.	UNSCREENED STREET SWEEPINGS TO LANDFIL	921.25
09/08/2025	123521	ZIEGLER, INC.	HYDRAULIC HOSE #409	53.72
			FUEL FILTER #269	36.06
				<u>89.78</u>
CKING TOTALS:				
Total of 59 Checks:				408,125.56
Less 0 Void Checks:				0.00
Total of 59 Disbursements:				<u>408,125.56</u>



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting September 8, 2025

Transfer In/(Out)

8/26/2025 Transfer from FRB Money Market	1,000,000.00
8/27/2025 Transfer from MCM MM	3,000,000.00
8/28/2025 Transfer to FRB Money Market	(2,000,000.00)
8/29/2025 Payroll #18	(245,338.53)
8/29/2025 Payroll #18 Federal Deposit	(67,320.20)
8/29/2025 Payroll #18 PERA	(64,019.55)
8/29/2025 Payroll #18 State	(15,518.70)
8/29/2025 Payroll #18 H.S.A. Bank Pretax	(4,553.62)
8/29/2025 Payroll #18 TASC Pretax	(1,145.03)
8/29/2025 Payroll #18 Mission Sq 457 Def. Comp #301596	(2,850.00)
8/29/2025 Payroll #18 Mission Sq Roth IRA #706155	(869.23)
8/29/2025 Payroll #18 MSRS HCSP #98946-01	(6,003.43)
8/29/2025 Payroll #18 MSRS Def. Comp #98945-01	(2,455.00)
8/29/2025 Payroll #18 MSRS Roth IRA #98945-01	(1,414.00)

**Lino Lakes City Council
Work Session
Minutes**

DATE: August 4, 2025
TIME STARTED: 6:01 P.M.
TIME ENDED: 7:45 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Ruhland, Lyden and Stoesz
EXCUSED ABSENT: Councilmember Cavegn

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, Community Development Director Mike Grochala, Human Resources and Communications Manager Meg Sawyer, Environmental Specialist Tom Hoffman, and Chief of Police Curt Boehme.

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 6:01 p.m.

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

The agenda was adopted as presented.

3. Biennial Review of Council Compensation

The City Clerk reported that in accordance with City Code Section 203.01 Compensation of Mayor and Council Members, the City Council is required to review the salaries every two years. Minnesota State Statute 415.22 states that the Council may set the salaries at an amount to be established by ordinance and that the date must be effective after the next election. The next Election is November 4, 2025. Any proposed amendment would be recommended for January 1, 2025. She noted that past practice has been to use the current and immediate prior year (2025 and 2024) salary adjustments for staff in setting the future (2026) Council salaries.

Council Action

The Council completed the formal review as required by City Code and move this item forward for further discussion at a future meeting.

4. Lino Lakes Main Street final Alternative Urban Areawide Review (AUAR)

The Environmental Specialist provided an overview of the AUAR scheduled for approval on August 11, 2025.

In September of 2024, the City Council approved a professional services contract with Kimley Horn to prepare a master plan and complete an Alternative Urban Areawide Review (AUAR). The study area includes 980 acres of the northwest portion of Lino Lakes. The process has included multiple community outreach opportunities,

involvement of study area stakeholders and review by the City advisory boards and City Council.

Three development scenarios originally emerged, one being the existing 2040 Comprehensive Plan. Each scenario maintained essentially the same residential unit count with a mix of land use types but provided for different design alternatives. Through the design process scenarios 2 and 3 merged into Scenario 2.1, which establishes a gateway into the City at the border with Blaine. Scenario 1 and Scenario 2.1 are proposed to be carried through the environmental review process.

The Environmental Board reviewed the AUAR at their July 30 meeting and recommended approval of the AUAR by City Council.

5. Otter Lake Road Extension Improvement Project Update

The Community Development Director reported that the City Council authorized the preparation of plans and specifications for the Otter Lake Road Extension Project in August of 2023. Design work has been ongoing, and final design is at the 60% stage. WSB Inc. was retained in September of 2024 to handle right-of-way acquisition for the City.

The project will require acquisition of permanent right-of-way, utility and drainage easements as well as temporary construction easements. Approximately 8 parcels are affected by the project. Appraisals preparation for the individual parcels is nearing completion, and staff expect to be ready to make offers in September.

The Community Development Director reported that while we are anticipating completing acquisition through direct purchase with property owners the City will initiate eminent domain proceedings, in part, to establish a possession date to allow for project construction. Staff are working with the City Attorney to set up the schedule for this process. Staff will likely be requesting City Council consideration to authorize staff to make offers in late August. Consideration to proceed with eminent domain proceedings would follow likely in September

6. Vadnais Lakes Area Water Management Organization (VLAMO) JPA Amendments / Updates

The Community Development Director reported that Since the early 1980's, communities in the metropolitan area have been required to manage surface water in accordance with the Metropolitan Water Management Program set out in Minnesota Statutes, sections 103B.201 through 103B.253 ("Act"). To address that requirement, the City, together with the other communities in the watershed, adopted a joint powers agreement in 1983 to form the Vadnais Lake Area Water Management Organization ("VLAWMO"). VLAWMO is a joint powers watershed management organization under Minnesota Statutes, section 103B.211 and is authorized to carry out the duties under the Act.

Since its formation, VLAWMO has developed, adopted, and updated its watershed management plan as required by the Act. It has also undertaken, on its own and in cooperation with the member communities, water quality and restoration projects throughout the watershed. VLAWMO is in the process of updating its watershed management plan and is working to update the JPA at the same time.

The JPA has been amended and renewed since its original adoption, with the current JPA set to expire on December 31, 2026. The JPA was last updated and readopted in 2016. The updated JPA is the result of a detailed review and work to incorporate VLAWMO's long-standing practices and procedures. This update also includes recognizing the storm sewer utility fee as VLAWMO's primary source of funding. VLAWMO was originally funded through a cost sharing assessment to each community. As with any joint powers agreement, all member communities need to adopt the same agreement language. VLAWMO staff worked with member community staff to seek review and comments. Staff reviewed the City's comments at the June 2, 2025, work session. Those comments were then incorporated into the JPA.

Council Consensus

It was the consensus of the City Council to place the JPA on the August 11, 2025 City Council agenda for formal consideration.

7. City Administrator Update

The City Administrator provided the following updates.

- Night to Unite is Tuesday, August 5, 2025 and there are 35 registered neighborhood parties.
- The second City Council Strategic Planning Session is this Wednesday, August 6, 2025 at 6:00 p.m. in the Community Room.
- Staff have been working diligently on preparing the 2026 Preliminary Budget book for discussion at the August 18th Special Budget Work Session at 6:00 p.m. in the Community Room. The budget meeting presentation format will include presentations from the Department Directors of their department budgets. A second budget meeting will be scheduled following this first budget meeting. The Preliminary Budget and Levey must be adopted by the end of September.
- The Police and Fire Departments are finalizing the re-branding of the departments, following the move from a Public Safety Department to a Police and Fire Department this year.
- The Human Resources and Communications Manager will be bringing forward the recommendation to appoint Lino Lakes Accountant Tracy Thoma to the position of Finance Director and the appointment of a Building Inspector, who is a current employee of a neighboring city at the August 11th meeting. The Human

Resources Department is currently conducting interviews and the recruitment process for open positions in finance, fire and the police departments.

8. Adjournment

Mayor Rafferty adjourned the meeting at 7:45 p.m.

These minutes were approved at the regular Council Meeting on September 8, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

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

DATE: August 6, 2025
TIME STARTED: 6:00 P.M.
TIME ENDED: 9:06 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Cavegn, Ruhland, Lyden and Stoesz
MEMBERS ABSENT: None

Staff Members Present: City Administrator Karen Anderson, Community Development Director Mike Grochala, Human Resources and Communications Manager Meg Sawyer, Chief of Police Curt Boehme, Fire Chief Dan L’Allier, Public Services Director Rick DeGardner, and Public Works Superintendent Justin Williams.

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. Strategic Plan

Facilitator Phil Kern reviewed the outcomes of Session #1 – Vision and Principles and led the discussion for Session #2 – Action Planning this evening.

The City Council and department managers discussed Core Strategies, Organizational Purpose/Commitment to Community, the 2025 Environmental Assessment, and Prioritized Short-Term Goals as part of the Strategic Planning process.

The Facilitator summarized with a review of the next steps for the Strategic Plan report, integrating the Plan into the organization actions, communicating the Plan and revisiting, assessing and refining the Plan.

4. Adjournment

Mayor Rafferty adjourned the meeting at 9:06 p.m.

These minutes were approved at the regular Council Meeting on September 8, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**Lino Lakes City Council
Closed Meeting
Minutes**

DATE: August 18, 2025
TIME STARTED: 5:31P.M.
TIME ENDED: 6:30 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Ruhland, Lyden and
Stoesz
MEMBERS EXCUSED ABSENT: Councilmember Cavegn

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, and
Community Development Director Mike Grochala.

Also Attending, Appointed Legal Counsel John Baker.

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 5:31 p.m.

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

The agenda was adopted as presented.

3. Announcement

Request from the City's appointed legal counsel (John Baker).

Litigation is currently pending in a matter entitled Zikar Holdings LLC (and two others) against the City of Lino Lakes (and two others), filed in federal court in September 2024. The Court has entered two orders in that case, and the Plaintiffs and the City have served and responded to significant written discovery requests and are in the deposition stage of discovery. The parties are also required to periodically submit confidential status letters to the Magistrate Judge. The course of that litigation should be informed by a confidential briefing of the City Council by Ms. Swenson and me as the City's counsel in that case, under the attorney-client privilege. So, under Minnesota Statutes Section 13D.05, subdivision 3(b), I respectfully request that a member of the City Council make a motion to close this meeting to the public, after I'm finished reading my request.

To more clearly describe the subject of that closed meeting: The Zikar Holdings LLC pending matter arises from several publicly made decisions, including the City's adoption of a one-year moratorium last summer, and the response of the City Council and several boards appointed by the Council to a request by Zikar Holdings LLC for concept plan review. The closed meeting I request would not include a decision by the Council on whether to settle or continue the pending litigation, but would be limited to

consequences of those publicly made decisions and the court's public orders.

Absolute confidentiality is necessary so that members of the Council are able to make an informed assessment of the available legal options and to provide guidance to us, as the City's legal counsel in that case, regarding some of those options. The need to have confidential discussions with specially appointed counsel and to discuss strategies regarding the pending litigation outweighs the purposes of the Open Meeting Law, and is permitted by the attorney-client privilege and Section 13D.05, subdivision 3(b), of that law.

So, I would now welcome such a motion.

4. Motion to go into Closed Session

By Councilmember Stoesz: On the grounds just stated by the City's appointed legal counsel, I hereby move to close the City Council Meeting under Section 13D.05, subdivision 3(b), and the attorney-client privilege, to discuss the lawsuit by Zikar Holdings LLC as described more specifically by Mr. Baker in the request that he just made.

RESULT:	Carried [4-0]
MOVER:	Stoesz
SECONDER:	Ruhland
AYES:	Rafferty, Lyden, Stoesz and Ruhland
NAYS:	None
By Roll Call Vote	

5. Closed Meeting Discussion with Attorney

Discussion with legal counsel regarding the lawsuit by Zikar Holdings LLC as described more specifically by Mr. Baker.

Motion to return to Open Session.

RESULT:	Carried [4-0]
MOVER:	Ruhland
SECONDER:	Lyden
AYES:	Rafferty, Lyden, Stoesz and Ruhland
NAYS:	None
By Roll Call Vote	

6. **Adjournment**

Motion to adjourn at 6:30 p.m.

RESULT:	Carried [4-0]
MOVER:	Ruhland
SECONDER:	Stoesz
AYES:	Rafferty, Lyden, Stoesz and Ruhland
NAYS:	None

These minutes were approved at the regular Council Meeting on September 8, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

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

DATE: August 18, 2025
TIME STARTED: 6:46 P.M.
RECESSED/RECONVENED: 9:10 P.M. / 9:17 P.M.
TIME ENDED: 10:52 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Ruhland, Lyden and Stoesz
MEMBERS EXCUSED ABSENT: Councilmember Cavegn

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, Interim Finance Director Kelly Horn, Finance Director Tracy Thoma, Community Development Director Mike Grochala, Human Resources and Communications Manager Meg Sawyer, Chief of Police Curt Boehme, Fire Chief Dan L’Allier, Fire Lieutenant Brian Finke, Public Services Director Rick DeGardner, and Public Works Superintendent Justin Williams.

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 6:46 p.m.

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

The agenda was adopted as presented.

3. Preliminary Tax Levy, General Fund Budget 2026 CIP – Overview

The Interim Finance Director presented information on Lino Lakes market values, tax capacity, and five-year historical taxable market values. It was noted that market values start with Anoka County’s assessment of property values. The 2026 taxable market value has increased over last year, and Lino Lakes has a slightly higher property value than the average in Anoka County.

The Interim Finance Director stated that in 2025 Lino Lakes was ranked the 8th lowest of 21 cities in Anoka County. Currently we are on the lower end of this pack of cities that are all hovering right around 40-45% city tax capacity rates. If we were to apply our proposed 2026 rate to this graph we would move to exactly where Bethel is now, and we’d be the 14th lowest of 21 cities, but still in the pack that are close together, and still solidly below the cities on the high end of the graph. The actual levy of other cities in 2026 will determine our standing after the 2026 budgets are finalized across the county.

The Interim Finance Director stated that the proposed 2026 preliminary total operating and debt levy is \$18,217,980. Providing for a city tax capacity rate of 43.442% in 2026.

4. **Administration & Finance, Community Development, Public Services and Police Department Budgets**

The City Council reviewed the department budgets, including the proposed changes in line items from 2025 to 2026.

5. **Recess / Reconvene**

Mayor Rafferty recessed the meeting at 9:10 p.m. and reconvened the meeting at 9:17 p.m.

6. **Fire Department Budget**

The City Council reviewed the Fire Department budget. Further staffing and equipment investments for 2026 are presented in the draft preliminary budget as recommended by the Citygate study completed earlier this spring. The full implementation is part of a multi-year plan.

7. **Council Discussion 2026 Budget**

The City Council discussed the proposed 2026 Budget and Levy and requested that it be brought back to the next budget work session for additional review and consideration.

8. **Adjournment**

Mayor Rafferty adjourned the meeting at 10:52 p.m.

These minutes were approved at the regular Council Meeting on September 8, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**Lino Lakes City Council
Work Session
Minutes**

DATE: August 25, 2025
TIME STARTED: 6:00 P.M.
TIME ENDED: 6:26 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Ruhland, Lyden, Cavegn and Stoesz
MEMBERS ABSENT: None

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, Human Resources and Communications Manager Meg Sawyer, Community Development Director Mike Grochala, City Planner Katie Larsen, Public Service Director Rick DeGardner, Chief of Police Curt Boehme and 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 presented.

3. Review Order of Business

The City Clerk reported that the order of business for City Council meetings is set by ordinance. She stated that at the last Work Session it was requested that the order of business be reviewed for possible amendment.

Council Consensus

It was the consensus of the City Council to direct staff to prepare an Ordinance Amending City Code Chapter 202.04 Order of Business for consideration at the September 8, 2025 meeting.

4. Review Regular Agenda

The City Council reviewed the regular agenda.

Mayor Rafferty noted that the current claims list includes the payment of road construction projects.

The Public Services Director stated that Resolution No. 25-112, Supporting the Long-Range Plan for the Rice Creek North Regional Trail, was being requested to support the Rice Creek grant application(s).

The City Clerk stated that the City Code requires a review of City Council salaries every two years. State law requires that any ordinance amendments must be adopted prior to

the next scheduled election and that the effective date must be after the next scheduled election. The proposed amendment is in keeping with past practice of using the current and past year staff salary percentage increase to determine the proposed council salary. That the draft ordinance establishes January 1, 2026 as the effective date for the proposed amendment. The first reading of the ordinance is being presented this evening, and the second reading is scheduled for September 8th, which would allow for adoption prior to the next election.

The Human Resources and Communications Manager stated that the two appointments within the Finance Department are to backfill open positions, due to internal promotions within the City. One promotion was within the Finance Department, and one was a promotional transfer to the Community Development Department. The new hires are for the positions of Accountant and Accounting Clerk II.

The Public Services Director stated that the contract with Verizon LLC for the lease of space on Water Tower #1 for an antenna was being amended to lower the lease rate. He noted that improvements in technology have increased the distances between required sites for telecommunications companies and competition created by the construction of monopole towers has driven down the market rate for the value of the lease.

5. **Adjournment**

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

These minutes were approved at the regular Council Meeting on September 8, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

DATE: August 25, 2025
TIME STARTED: 6:30 PM
TIME ENDED: 7:14 PM
LOCATION: City Council Chambers
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Cavegn, Lyden, Ruhland and Stoesz
MEMBERS ABSENT: None

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, Human Resources and Communications Manager Meg Sawyer, Community Development Director Mike Grochala, City Planner Katie Larsen, Public Service Director Rick DeGardner, Chief of Police Curt Boehme and 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.

Randy Rennaker, 379 Carl Street, Lino Lakes, spoke about the planning process used for the Master Plan, which is scheduled for approval this evening. He stated that on behalf of the Carl Street residents, he wanted to express their gratitude for making sure Carl Street remains as is under the proposed Master Plan. He stated that was the one thing that they asked when talk of development first made the docket three or four years ago. He stated that he also wanted to wish the landowners the best of luck. Stating that they welcome development in the city, and that he hopes that the process goes well for them, and that we see some nice development, commercial and residential in the northwest quadrant.

Mayor Rafferty closed the public comment period at 6:33 p.m.

SETTING THE AGENDA

The agenda was adopted as presented.

1. CONSENT AGENDA

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

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

2. FINANCE DEPARTMENT REPORT

No Report

3. ADMINISTRATION DEPARTMENT REPORT

A. Biennial Review of Council Compensation

Motion to waive full reading of Ordinance No. 15-25, Amending Chapter 203 of the Lino Lakes City Code by Adjusting the Salaries of the Mayor and Councilmembers.

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

Motion to provide first reading of Ordinance No. 15-25, Amending Chapter 203 of the Lino Lakes City Code by Adjusting the Salaries of the Mayor and Councilmembers

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

B. Motion to appoint Christine Stifter to the Accountant position within the Finance department, at Step 4 of the wage scale for the Accountant position, with a start date of September 3, 2025.

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

- C. **Motion to appoint Angela Zurek to the Accounting Clerk II position within the Finance department, at Step 3 of the wage scale for the Accounting Clerk II position, with a start date of September 8, 2025.**

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

4. POLICE DEPARTMENT REPORT

- A. **Motion to approve the contract for services, with Otter Lake Animal Care Center as presented and authorize the Mayor and City Administrator to sign the contract.**

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

- B. **Motion to approve the amendment to the School Resource Officer (SRO) contract as presented and authorize the Mayor and Chief of Police to sign the contract amendment.**

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

5. FIRE DEPARTMENT REPORT

No Report

6. PUBLIC SERVICES DEPARTMENT REPORT

- A. Motion to adopt Resolution No. 25-111, Approving First Amendment to Verizon LLC Lease Agreement - Water Tower #1.**

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

- B. Motion to adopt Resolution No. 25-113, Accepting Quotes and Awarding a Construction Contract, 2025 Parking Lot and Trail Maintenance Project.**

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

7. COMMUNITY DEVELOPMENT REPORT

- A. Motion to adopt Resolution No. 25-116 Approving the Lino Lakes Main Street Master Plan.**

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

- B. Java Lino Lakes Second Addition**

- i. Motion to adopt Resolution No. 25-114 Resolution Approving Java Lino Lakes Second Addition Final Plat.**

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

- ii. **Motion to adopt Resolution No. 25-115 Reoslution Approving Java Lino Lakes Second Addition Development Agreement.**

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

- C. **Motion to adopt Resolution No. 25-117 Authorizing Land Acquisition for the Otter Lake Road Extension Improvement Project.**

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

8. **UNFINISHED BUSINESS**

None

9. **NEW BUSINESS**

None

10. **NOTICES AND COMMUNICATIONS**

None

ADJOURNMENT

Mayor Rafferty adjourned the meeting at 7:14 p.m.

These minutes were approved at the City Council Meeting on September 8, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**CITY COUNCIL
STAFF REPORT
AGENDA ITEM 1.H.**

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE September 8, 2025

AGENDA ITEM: Approval of 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 NameLast Name		Title
Gabe	Gurske	Lifeguard
Nina	Rekucki	Manager on Duty

Start dates vary based on position and training schedule.

ATTACHMENTS

None

**CITY COUNCIL
AGENDA ITEM 1.I.**

STAFF ORIGINATOR: Tom Hoffman, Environmental Coordinator

MEETING DATE: September 8, 2025

TOPIC: i. Consider Resolution No. 25-122, Declaring Cost to Be Assessed, Ordering Preparation of Assessment Role, and Calling for Hearing on Proposed Assessment, 2025 Weed Abatement Charges

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting City Council consideration to declare the cost to be assessed for delinquent weed abatement charges and call for a hearing on proposed assessments.

BACKGROUND

City Code section 904 establishes weeds or grass growing in excess of eight inches in height to be a public nuisance. Property owners in violation of this requirement are notified and provided an opportunity to cure the nuisance. If the violation is not addressed within a specified period of time, City staff and/or private contractors are directed to abate the nuisance. The cost of abatement is charged to the property owner. In the event that the property owner fails to pay the costs incurred, the City may certify the charges against the property for collection with property taxes as a special assessment.

Minnesota Statutes § 429.101 provides for the special assessment of certain service including weed elimination from properties. Special Assessments levied under this statute are subject to the procedural requirements of M.S. § 429.061 which requires the determination of the costs to be assessed and a public hearing to adopt the assessments.

There are two properties proposed to be assessed. The total amount to be assessed is \$360.00. The amount charged is based on staff time for completing the work and administrative costs. Staff is proposing a public hearing date be set for October 13, 2025. Property owners who pay any outstanding fees prior to the hearing will be removed from the assessment role.

RECOMMENDATION

Staff recommends approval of Resolution No. 25-122.

ATTACHMENTS

1. Resolution No. 25-122

**CITY OF LINO LAKES
RESOLUTION NO. 25-122**

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND CALLING HEARING ON PROPOSED
ASSESSMENT
2025 WEED ABATEMENT CHARGES**

WHEREAS, pursuant to City Code Section 904, any weeds or grass growing upon any lot or parcel of land in the City of Lino Lakes to a greater height than eight (8”), or which have gone or about to go to seed are declared to be a nuisance, and

WHEREAS, certain property owners in noncompliance with such code requirements were notified and provided the opportunity to comply with such provisions, and

WHEREAS, upon failure of the property owner to comply with the provisions of said notice, the City Weed Inspector ordered the abatement of such nuisance, in accordance with the City Code Section 904, and charged the property owner thereof for expenses incurred by the City, and

WHEREAS, the total cost incurred by the City is \$360.00.

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

1. The portion of the cost of such improvement to be paid by the city is hereby declared to be \$360.00.
2. Assessments shall be payable in equal annual installments extending over a period of one year, the first of the installments to be payable on or before the first Monday in January 2026, and shall bear interest at the rate of 5% percent per annum from the date of the adoption of the assessment resolution.
3. The city clerk shall forthwith calculate the proper amount to be specially assessed for such work against every property where work was completed by the City, as provided by law, and he/she shall file a copy of such proposed assessment in her office for public inspection.
4. The clerk shall upon the completion of such proposed assessment, notify the council thereof.

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

1. A hearing shall be held at 6:30 p.m. on October 13, 2025 in the city hall located at 600 Town Center Parkway to pass upon such proposed assessment. All persons owning property affected by such Weed Abatement charges will be given an opportunity to be heard with reference to such assessment.

2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the City the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

Adopted by the Council of the City of Lino Lakes this 8th day of September, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC
City Clerk

**CITY COUNCIL
STAFF REPORT
AGENDA ITEM 1.J.**

STAFF ORIGINATOR: Curt Boehme , Chief of Police

MEETING DATE September 8, 2025

AGENDA ITEM: Approve Disposal of Obsolete Police Department Property

VOTE REQUIRED: Simple Majority

INTRODUCTION

The Lino Lakes Police Department has surplus obsolete city property that needs to be properly disposed of.

BACKGROUND

Around 2012, the police department purchased Panasonic squad cameras, which were used until approximately 2018. At that time, they were replaced with new Panasonic squad and body-worn cameras. These cameras remained in use until spring of 2025, when they were replaced by Axon cameras.

Police staff have consulted with Metro-Inet, who advised the Panasonic camera devices and accessories are no longer supported by software and have no further use. All data has been removed from the camera devices to ensure criminal justice is not released.

Additionally, the police department has obsolete police radios, non-functioning speed-detecting radar and laser units, and other miscellaneous non-functioning electronics.

The radios will be decommissioned through the Anoka County Radio Shop, ensuring all programming is deleted. All other electronic items will be disposed of through an appropriate facility to ensure the secure handling of any residual data.

RECOMMENDATION

Staff recommends the council approve disposal of the property listed on the inventory of items to be disposed of.

ATTACHMENTS

1. Inventory of Items to be Disposed Of

Police Department Inventory of Items to be Disposed

Panasonic Body Worn Camera	
LLPD Camera Number	Serial Number
Unknown	RAA00012
Unknown	QIA00827
1	QIA01642
2	QJA01581
3	QJA01582
4	QJA01583
5	QJA01584
6	QJA01877
7	QJA01878
8	QJA01879
9	QJA01880
10	QJA01941
11	QJA01942
12	QJA01943
13	QJA01944
14	QKA00317
15	QKA00318
16	QKA00319
17	QKA00320
18	QKA00537
19	QKA00538
20	QKA00539
21	QKA00540
23	QKA00726
24	QKA00727
25	QKA00728
26	QJA00017
28	RAA00175
29	TBA00205

Panasonic Squad Cameras		
Base Serial Number	Lino Lakes Asset Tag on Base	Camera Serial Number
L9TAA0698	2526	B117100105
KFA00313	N/A	C29100001P0L50027
L9TAA0648	N/A	C29100001P0L50221
OAA00337	N/A	C29100001P1C40553(G)
QJA00224	N/A	C29100001P1C40563(G)
QJA00226	N/A	C29100001P1C40574(G)
QJA00243	N/A	C29100001P1C40588(G)
QJA00247	N/A	C29100001V0F40365
QJA00254	N/A	C29100001V0F40369
Panasonic Squad Cameras		
Base Serial Number	Lino Lakes Asset Tag on Base	Camera Serial Number
QJA00287	N/A	C29102011P13L20394(G)
QJA00386	N/A	D1TY00064
QKA00307	N/A	D1TY00105
QKA00520	N/A	D1TY00111
QKA00595	N/A	D1TY00129
	N/A	KFA00379
	N/A	KFA00382
	N/A	KFA00592
	N/A	L9TA00147
	N/A	L9TA00243
	N/A	L9TA00246
	N/A	L9TA00297
	N/A	MLA00263
	N/A	OAA00278
	N/A	QIA00158
	N/A	QIA00159
	N/A	QIA00165
	N/A	QIA00192
	N/A	QIA00197
	N/A	QIA00215
	N/A	QIA00254
	N/A	QIA00276
	N/A	QIA00315
	N/A	QJA00251
	N/A	QJA00459
	N/A	QJA00534
	N/A	QKA00014
	N/A	QKA00015

	N/A	QKA00016
	N/A	QKA00038
	N/A	QKA00256
	N/A	QKA00329
	N/A	QKA00446

Police Radios	
Base Serial Number	Radio Head Serial Number
500CES0349	CAM040P3WD
500CES0350	CAM040P3TY
500CES0351	CAY066TNH8
500CES0352	CAM0563F1Y
500CES0353	CAM040P442
500CES0355	CAM040P3M9
500CES0356	CAM040P43Y
500CES0357	CAM040P3KY
500CES0358	*****P439
500CES0359	No Serial Number
500CFH2642	No Serial Number
500CGK1551	No Serial Number
500CES0354	No Serial Number
500CES2372	No Serial Number

Radar Unit	
Model	Serial Number
DSR 2X	DP013320
Golden Eagle II	XE26371
Golden Eagle II	XE2468
Golden Eagle II	XE24673
Pro 1000 radar unit	DS14757
Pro 1000 radar unit	4268

Other	
Window tint meter	210002445
Mobile Pro 900 computer	53FM900200
Ultra Lyte laser	UX015989
Ray Allen F Series temperature monitor	No Serial Number

**CITY COUNCIL
STAFF REPORT
AGENDA ITEM 1.K.**

STAFF ORIGINATOR: Roberta Colotti, City Clerk

MEETING DATE September 8, 2025

AGENDA ITEM: Approval of Resolution No. 25-125, Special Event Permit and Temporary Liquor License, American Legion Post 566, Oktoberfest Event

VOTE REQUIRED: Simple Majority

INTRODUCTION

American Legion Post 566 has applied for a Special Event Permit and Temporary Liquor license to host an Oktoberfest Event on September 27, 2025.

BACKGROUND

The American Legion Post 566 is planning an Oktoberfest event on September 27th with setup on September 26th and take down on September 28th. They have requested to rent the City stage as part of this event. They are also seeking a temporary liquor license. They have successfully hosted community events in the past.

RECOMMENDATION

Motion to adopt Resolution No. 25-125, Special Event Permit and Temporary Liquor License, American Legion Post 566, Oktoberfest Event

ATTACHMENTS

1. 25-125 - Resolution Am Legion Oktoberfest - Special Event Permit

CITY OF LINO LAKES
RESOLUTION NO. 25-125

**SPECIAL EVENT PERMIT AND TEMPORARY LIQUOR
LICENSE, AMERICAN LEGION POST 566, OKTOBERFEST EVENT**

WHEREAS, the American Legion Post 566 is planning an Oktoberfest Event on September 27, 2025 with set-up on September 26th and take down on September 28th; and,

WHEREAS, the event is being hosted at the American Legion; and,

WHEREAS, they have requested use of the City stage; and,

WHEREAS, they have submitted an application and certificate of insurance to be forwarded to the State for final approval for a temporary liquor license; and,

WHEREAS, the permit applications and plan for the event will be required to be in compliance with city code and regulations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes, Minnesota, that the City Council authorizes issuance of a Special Event Permit and Temporary Liquor License for submittal to the State for final approval, for the American Legion, Oktoberfest Event, with set-up and take-down the day before and after the event. An alternative date in 2025 may be approved by the City Administrator in the event of inclement weather. Approval is contingent on approval by the police and fire departments, and compliance with all city regulations, completed application, any required insurance policies, and payment of any fees.

Adopted by the Council of the City of Lino Lakes on this 9th day of September 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC
City Clerk

**CITY COUNCIL
STAFF REPORT
AGENDA ITEM 1.L.**

STAFF ORIGINATOR: Karen Anderson, City Administrator

MEETING DATE September 8, 2025

AGENDA ITEM: Authorize North Metro Telecommunications Commission (NMTC) to Administer Broadband Provider Franchising Process

VOTE REQUIRED: Simple Majority

INTRODUCTION

The Lino Lakes City Charter requires a franchise for utilizing public right away for the purpose of operating a public utility. Our cable franchises are managed through the North Metro Telecommunications Commission (NMTC), of which we are a member city. Under NMTC's Joint Powers Agreement, NMTC has the authority to administer and enforce these franchise agreements.

BACKGROUND

Recently, the City has been approached by several companies seeking to install fiber and related infrastructure in the public right-of-way to provide broadband services. Residents and businesses increasingly depend on broadband access, which in turn depends on providers having access to the right-of-way. NMTC believes these utility companies are subject to the Franchise requirements of the City Charter.

NMTC has administered franchise agreements on behalf of the City with cable providers, such as Comcast of Minnesota, Inc. There is an opportunity to partner again with NMTC to administer the franchising process specifically for broadband service providers. If there is interest in having NMTC assist in preparing and overseeing this process, it is requested that the Council provide authorization this evening to move forward.

For your reference, a copy of City Charter, Chapter 10. Franchises is attached. It states, in part:

"Except as otherwise provided by state law, no person, firm or corporation shall place or maintain any permanent or semi-permanent fixtures in, over, upon, or under any street or public place for the purpose of operating a public utility, or for any other purpose, without a franchise therefor from the City. A franchise shall be granted only by ordinance, which shall not be an emergency ordinance. No exclusive franchise shall be granted unless the

proposed ordinance is submitted to the voters of the City following a public hearing and approved by at least a majority of those voting thereon. Every ordinance granting a franchise shall contain all the terms and conditions of the franchise.”

In addition to franchise requirements, companies are also required to obtain Right-of-Way (R-O-W) permits for any work within the public right-of-way, regardless of whether they hold a franchise.

Staff has also reviewed all the City’s existing franchise agreements, and found that some have expired, while others were never formally adopted. Staff is working to update all franchise agreements.

RECOMMENDATION

Authorize working with the North Metro Telecommunications Commission (NMTC) to administer the franchising process on behalf of the City of Lino Lakes for broadband providers.

ATTACHMENTS

1. Chapter 10 - Franchises - Charter

CHAPTER 10. FRANCHISES

SECTION 10.01. FRANCHISES GENERALLY.

Except as otherwise provided by state law, no person, firm or corporation shall place or maintain any permanent or semi-permanent fixtures in, over, upon, or under any street or public place for the purpose of operating a public utility, or for any other purpose, without a franchise therefore from the City. A franchise shall be granted only by ordinance, which shall not be an emergency ordinance. No exclusive franchise shall be granted unless the proposed ordinance is submitted to the voters of the City following a public hearing and approved by at least a majority of those voting thereon. Every ordinance granting a franchise shall contain all the terms and conditions of the franchise. The grantee shall bear the costs of publication of the franchise ordinance and shall make a sufficient deposit with the City Clerk to guarantee publication before the ordinance is passed.

(Amended 5-27-2003)

SECTION 10.02. TERM.

No perpetual franchise or privilege shall be created, nor shall any exclusive franchise or privilege be granted for a period of more than twenty-five (25) years.

SECTION 10.03. PUBLIC HEARING.

Before any franchise ordinance is adopted or any rates, fares, or prices to be charged by a public utility are fixed by Council, the Council shall hold a public hearing on the matter. Not less than ten (10) days prior to the date of the hearing, notice of such hearing shall be published at least once in the official newspaper and additional notice of such hearing shall be given in such manner as the Council shall determine.

SECTION 10.04. POWER OF REGULATION RESERVED.

Subject to any applicable state law, the Council may by ordinance reasonably regulate and control the exercise of any franchise, including the maximum rates, fares, or prices to be charged by the grantee. No franchise value shall be included in the valuation of the grantee's property in regulating utility rates, fares, or prices under any applicable state or municipal law, or regulation, or in proceedings for municipal acquisition of the grantee's property by purchase or eminent domain.

SECTION 10.05. RENEWALS OR EXTENSIONS.

Every extension, renewal, or modification of any existing franchise, or of any franchise granted thereafter, shall be subject to the same limitations and shall be granted in the same manner as a new franchise.

**CITY COUNCIL
STAFF REPORT
AGENDA ITEM 3.A.**

STAFF ORIGINATOR: Roberta Colotti, City Clerk

MEETING DATE September 8, 2025

AGENDA ITEM: Biennial Review of Council Compensation - Second Reading and Adoption of Ordinance No. 15-25

INTRODUCTION

The Lino Lakes City Charter states that the compensation for the office of Mayor and Council Member is to be set in accordance with State Law.

BACKGROUND

City Code Section 203.01 Compensation of Mayor and Council Members, states that every two years the City Council will review the salaries. It is recommended that the City Council review the City Council salaries to be effective January 1, 2026, in accordance with state law, city code and past practices.

Minnesota Statute 415.22 states that the Council may set the salaries at an amount to be established by ordinance and that the date must be effective after the next election. The next election is November 4, 2025. Presented here this evening is a draft ordinance amending the salaries, effective January 1, 2026. This schedule is in compliance with the State Statute. The increase is consistent with the total wage adjustment for City employees from 2024-2025.

REQUESTED COUNCIL DIRECTION

1. Motion to waive the full reading of Ordinance No. 15-25 Amending Chapter 203 of the Lino Lakes City Code by Adjusting the Salaries of the Mayor and Councilmembers.
2. Motion to provide second reading and adopt Ordinance No. 15-25 Amending Chapter 203 of the Lino Lakes City Code by Adjusting the Salaries of the Mayor and Councilmembers.

ATTACHMENTS

1. City Charter - Council Salaries
2. MS 415-11 - Setting Council Salaries
3. City Code - Council Salary Amounts
4. 15-25, Amending Chapter 203, Council Compensation

SECTION 2.07. SALARIES.

The Mayor and Council Members shall receive such compensation as is fixed by the Council in accordance with state law. Any increases in such compensation shall be available in accordance with applicable state law. Other officers and employees of the City shall receive such salaries or wages as may be fixed by the Council.

415.11 SECOND TO FOURTH CLASS CITIES; GOVERNING BODY SALARIES.

Subdivision 1. **Set by ordinance.** Notwithstanding the provisions of any general or special law, charter, or ordinance, the governing body of any statutory or home rule charter city of the second, third or fourth class may by ordinance fix their own salaries as members of such governing body, and the salary of the chief elected executive officer of such city, in such amount as they deem reasonable.

Subd. 2. **After next election.** No change in salary shall take effect until after the next succeeding municipal election.

Subd. 3. **Temporary reductions.** Notwithstanding subdivision 2 or a charter provision to the contrary, the governing body may enact an ordinance to take effect before the next succeeding municipal election that reduces the salaries of the members of the governing body. The ordinance shall be in effect for 12 months, unless another period of time is specified in the ordinance, after which the salary of the members reverts to the salary in effect immediately before the ordinance was enacted.

History: *Ex1967 c 42 s 1,2; 1976 c 44 s 34; 2009 c 152 s 17*

§ 203.01 COMPENSATION OF MAYOR AND COUNCIL MEMBERS.

(1) *Salaries.* The compensation of the Mayor and each Council member shall be established from time to time by City Council ordinance pursuant to M.S. § 415.11. Effective January 1, 2024, the salary of the Mayor shall be \$11,298, and the salary of each Council member shall be \$9,497. Thereafter, every two years the City Council will consider whether a salary adjustment is warranted. This salary is intended to cover all meetings that may be attended by the Mayor or Council members except as expressly provided in this section.

(Ord. 07-97, passed 4-28-1997; Am. Ord. 17-01, passed 9-24-2001; Am. Ord. 10-05, passed 10-24-2005; Am. Res. 06-13, passed 2-13-2006)

(2) *Payment.* The salaries established hereby are to be paid monthly.

(3) *Economic Development Authority (EDA) meetings.* The City Council will be compensated for attendance at EDA meetings at the rate of \$40 per meeting.

(Prior Code, § 203.01) (Am. Ord. 07-97, passed 4-28-1997; Am. Ord. 08-18, passed 11-26-2018; Am. Ord. 17-18, passed 11-26-2018; Am. Ord. 06-21, passed 6-28-2021; Am. Ord. 03-23, passed 6-26-2023)

1 st Reading: August 25, 2025	Website Notice: August 29, 2025
2 nd Reading: September 8, 2025	Publication: September 16, 2025
Adoption: September 8, 2025	Effective: January 1, 2026

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

**AMENDING CHAPTER 203 OF THE LINO LAKES CITY CODE
BY ADJUSTING THE SALARIES OF THE MAYOR AND COUNCILMEMBERS**

The Council of Lino Lakes ordains:

Section 1. That Chapter 203 of the Lino Lakes Code of Ordinances be amended to read as follows:

CHAPTER 203: COUNCIL COMPENSATION

§ 203.01 COMPENSATION OF MAYOR AND COUNCILMEMBERS.

- (1) *Salaries.* The compensation of the Mayor and each Council member shall be established from time to time by City Council ordinance pursuant to M.S. § 415.11. Effective January 1, ~~2024~~ 2026, the annual salary of the Mayor shall be ~~\$11,298~~ \$12,400, and the salary of each Council member shall be ~~\$9,497~~ \$10,423. Thereafter, every two years the City Council will consider whether a salary adjustment is warranted. This salary is intended to cover all meetings that may be attended by the Mayor or Council members except as expressly provided in this section.
- (2) *Payment.* The annual salaries established hereby are to be paid monthly.
- (3) *Economic Development Authority (EDA) meetings.* The City Council will be compensated for attendance at EDA meetings at the rate of \$40 per meeting.

Section 2. Effective Date. This Ordinance shall be effective January 1, 2026

Adopted by the Lino Lakes City Council on this 8th day of September, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC
City Clerk

**CITY COUNCIL
STAFF REPORT
AGENDA ITEM 3.B.**

STAFF ORIGINATOR: Roberta Colotti, City Clerk

MEETING DATE September 8, 2025

AGENDA ITEM: First Reading of Ordinance No. 16-25, Amending Chapter 202, Council and Commission Procedures

VOTE REQUIRED: Simple Majority

INTRODUCTION

It is requested that the City Council review the Council and Commission procedures outlined in City Code Chapter 202 for possible amendment.

BACKGROUND

There are three sections of City Code Chapter 202, Council and Commission Procedures proposed for amendment.

Section 202.04 Order of Business. The primary change is to set the agenda following roll call. This will allow the Council the opportunity to amend the order prior to other items of business taking place. The City Council reviewed the order of business at the last Work Session and recommended a few other modifications to the order and naming of items to be in keeping with current practice, which are reflected in the draft ordinance.

Section 202.17 Petitions. This section was updated to focus on petitions and to clarify that other written reports or correspondence would be processed in keeping with the Rules of Decorum, which were recently updated to address written materials.

Section 202.20 Amendment of Rules. This section allows for a temporary suspension of the rules by consent of a majority of all Council members. To provide greater flexibility in addressing timely items requiring a reordering of the order of business or suspension of certain rules, it is proposed that the requirement that the amendment be made at a prior meeting be struck from the language in the code.

RECOMMENDATION

1. Motion to waive the full reading of Ordinance No. 16-25, Amending Chapter 202, Council and Commission Procedures

2. Motion to provide first reading of Ordinance No. 16-25, Amending Chapter 202, Council and Commission Procedures

ATTACHMENTS

1. 16-25, Amending Chapter 202, Council and Commission Procedures

1 st Reading: September 8, 2025	Website Notice: September 23, 2025
2 nd Reading: September 22, 2025	Publication: September 30, 2025
Adoption: September 22, 2025	Effective: October 30, 2025

CITY OF LINO LAKES ORDINANCE NO. 16-25

AMENDING CHAPTER 202, COUNCIL AND COMMISSION PROCEDURES

The Council of Lino Lakes ordains:

Section 1. That Chapter 202, Council and Commission Procedures, of the Lino Lakes Code of Ordinances, be amended to read as follows:

SECTION 202.04 ORDER OF BUSINESS.

At the hour appointed for meeting, the members shall be called to order by the Mayor, and in his or her absence by the Acting Mayor, and in the absence of both, by the City Clerk. The City Clerk shall call the roll, note the absentees and announce whether a quorum is present. In the absence of the City Clerk, the Mayor shall appoint a secretary pro-tem. Upon the appearance of a quorum the Council shall proceed to business, which shall be conducted in the following order:

- ~~—(1) Call to order;~~
- ~~—(2) Roll call;~~
- ~~—(3) Pledge of allegiance;~~
- ~~—(4) Public comment;~~
- ~~—(5) Setting the agenda;~~
- ~~—(6) Presentations of petitions, memorials and demonstrations;~~
- ~~—(7) Approval of minutes of previous meetings;~~
- ~~—(8) Consent agenda;~~
- ~~—(9) Reports of city officers and motions, resolutions and reading of ordinances;~~
- ~~—(10) Unfinished business;~~
- ~~—(11) New business;~~
- ~~—(12) Notices and communications; and~~
- ~~—(13) Adjournment.~~

- (1) Call to Order
- (2) Roll Call
- (3) Setting the Agenda
- (4) Pledge of Allegiance
- (5) Special Presentations
- (6) Public Comment
- (7) Consent Agenda
 - a. Approval of Minutes of Previous Meetings
- (8) Department Reports
- (9) Unfinished Business
- (10) New Business
- (11) Notices and Communications
- (12) Adjournment

SECTION 202.17 PETITIONS.

Petitions ~~and other papers addressed to the Council~~ shall be read by the City Clerk upon presentation of the same to the Council. Other papers addressed to the Council and written materials submitted for the record or information of the City Council will be processed in accordance with the Rules of Decorum adopted by the City Council.

SECTION 202.20 AMENDMENT OF RULES.

These rules, or any of them, may be temporarily suspended by consent of a majority of all Council members and shall not be repealed, altered or amended, unless by concurrence of a majority of the whole Council, ~~and upon notice given at some preceding meeting.~~

Section 2. Effective Date. This ordinance shall be in force and effect from and after its passage and publication according to the Lino Lakes City Charter.

Adopted by the Lino Lakes City Council on this 22nd day of September, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC
City Clerk

**CITY COUNCIL
STAFF REPORT
AGENDA ITEM 3.C.**

STAFF ORIGINATOR: Roberta Colotti, City Clerk

MEETING DATE September 8, 2025

AGENDA ITEM: Resolution No. 25-123, Appointing Deputy City Clerk

VOTE REQUIRED: Simple Majority

INTRODUCTION

The appointment of a Deputy City Clerk is recommended to ensure the continuity of essential services during the City Clerk's absence.

BACKGROUND

At the February 10, 2025, City Council Work Session, the Interim City Administrator reported to the City Council that key roles within the city had been identified for having a staff member assigned as a back-up during an absence or staff vacancy. The Public Services Administrative Assistant has been designated as back-up for the City Clerk position. Because the title City Clerk or Deputy City Clerk is required to sign official documents on behalf of the City. It is being requested that the Public Services Administrative Assistant be formally appointed as a Deputy City Clerk. The organizational chart and general job duties will remain the same for the Public Services Administrative Assistant role with the addition of the Deputy City Clerk title and back-up role. There is no pay change.

RECOMMENDATION

Motion to adopt Resolution No. 25-123, Appointing Deputy City Clerk.

ATTACHMENTS

1. 25-123 - Appointing Deputy City Clerk

**CITY OF LINO LAKES
RESOLUTION NO. 25-123**

APPOINTING DEPUTY CITY CLERK

WHEREAS, the role of City Clerk is an essential position, responsible for signing documents and representing the City of Lino Lakes; and

WHEREAS, the appointment of a Deputy City Clerk will ensure continuity of services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Lino Lakes, Minnesota hereby appoints Angie Thorson as Deputy City Clerk.

Adopted by the City Council of the City of Lino Lakes on September 8, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC
City Clerk

**CITY COUNCIL
STAFF REPORT
AGENDA ITEM 4.A.**

STAFF ORIGINATOR: Curt Boehme , Chief of Police

MEETING DATE September 8, 2025

AGENDA ITEM: Renewal of Contract for Criminal Prosecution Services with Geck, Duea & Olson Law Firm

VOTE REQUIRED: Simple Majority

INTRODUCTION

Since 2012, the law firm of Geck, Duea & Olson (“GDO”) has provided criminal prosecution services for all petty misdemeanor, misdemeanor and gross misdemeanor offenses occurring in Lino Lakes.

BACKGROUND

The current contract between the City and GDO will expire on December 31, 2025. The proposed three-year contract establishes a flat monthly fee of \$8,925 per month for 2026, with a 2% annual increase through 2028. The proposed monthly fee translates to an annual cost of \$107,100 for 2026. A complete breakdown of all fees is included in the attached contract.

RECOMMENDATION

The services provided by GDO have consistently met the needs of the police department. Staff recommends the council approve the contract as presented and authorize the Mayor and Police Chief to sign the contract.

ATTACHMENTS

1. Prosecution Contract 2026-2028

August 11, 2025

City Administrator Karen Anderson
640 Town Center Parkway
Lino Lakes, MN 55014

Police Chief Curt Boehme
Lino Lakes Police Department
640 Town Center Parkway
Lino Lakes, MN 55014

Re: 2026-2028 Prosecution Contract

City Administrator Anderson and Chief Boehme:

It has been our pleasure to represent the City of Lino Lakes as your Criminal Prosecutor since January 1, 2012. We are very interested in continuing as the Lino Lakes City Prosecutor. We were previously appointed to a five-year term for fiscal years 2021-2025. We are interested in a three-year agreement for fiscal years 2026-2028.

Robb Olson heads up our prosecution team, and has 30 years of experience in this area. Fellow GDO Partner Heather Monnens and associate attorney Andrew Tiede assist with municipal prosecution for Lino Lakes. Our office prosecutes all petty misdemeanor, misdemeanor and gross misdemeanor offenses occurring in Lino Lakes, including DWI and domestic assault cases. The balance of the remaining cases consists of assaults or disorderly conduct charges, thefts, code violations, and traffic-related offenses.

We work in close conjunction with the Lino Lakes Police Department reviewing reports for charging and providing general advice about cases. Our office also provides ongoing training for police officers in connection with training conducted at the Police Department. We have regular contact with Lino Lakes Police personnel to ensure that we are providing quality representation to the Lino Lakes Police Department.

We appear in Anoka County District Court for all arraignments (first appearance), pretrials, court trials (contested traffic tickets), and contested evidentiary hearings, along with other miscellaneous appearances for probation violations, setting of bail, etc. Once a month we have a jury trial calendar for unresolved cases. We also handle in-custody arraignment calendars for defendants that were arrested and are in custody for domestic assault, gross misdemeanor DWIs, and other offenses. We process all legal paperwork and attend hearings regarding forfeiture of motor vehicles by repeat DWI offenders.

We received a flat fee of \$8,750 per month or \$105,000 annually for our prosecution work for fiscal years 2022-2025. For this three-year prosecution services contract term, we would propose a 2% annual increase. Specifically, City shall pay Prosecutor a monthly retainer for the sum of \$8,925 per month or \$107,100 annually for year 2026; \$9,103 per month or \$109,242 annually for year 2027; and \$9,285 per month or \$111,425 for year 2028.

We propose that the limited time spent by us on forfeiture work will be charged at \$135.00 per hour for attorney time. As before, we will advance and obtain additional reimbursement from the City for any out-of-pocket costs, such as filing fees, witness fees, service of process fees, couriers, and appeal costs (with prior approval), although these costs are incurred on a very infrequent basis.

Please feel free to contact me with any questions or comments you may have regarding our ongoing relationship with the City.

Respectfully submitted,

GDO Law



Robb L. Olson
Managing Partner
4770 White Bear Parkway, Suite 100
White Bear Lake, MN 55110
651-426-1533

The above proposal is hereby accepted by the City of Lino Lakes. The law firm of GDO Law is appointed as the City Prosecutor for fiscal years 2026-2028.

Date: _____, 2025

Mayor Rob Rafferty

Date: _____, 2025

Curt Boehme
Police Chief

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 7A**

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: September 8, 2025

TOPIC: Consider Resolution Number No. 25-124, Authorize the Preparation of Plans and Specs, 2026 Street Rehabilitation Project

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council authorization to prepare plans and specifications for the 2026 Street Rehabilitation Project.

BACKGROUND

The 2026 Street Rehabilitation improvements are part of the City's Capital Improvement Plan which is based off the City's Pavement Management Program. The Pavement Management Program evaluates the condition of the roadways and provides recommendations for maintenance for the City's entire network of roadways. The proposed 2026 Street Rehabilitation Improvements Project includes the following:

Mill and Overlay (approximately 1.5 miles)

- Country Lakes Dr, Deerwood Ln and Fawn Ln (north of Birch St)
- Lonesome Pine Trl
- 4th Ave from Lilac St to Apollo Dr
- Terra Ct and Lea Ct and the cul du sac of Heather Ct and Meadow Ct.

Bid Alternate

- Ware Rd from Hodgson Rd to Birch St (.25 miles)

A bid alternate is part of the 2026 Street Rehabilitation project. If funding allows, the City Council will consider awarding Ware Rd alternate in with the 2026 project. Throughout the project area, gate valves will be replaced if they have not been previously repaired.

WSB LLC has submitted a proposal to complete the topographic survey, plans and specifications, and provide bid documents for the 2026 Street Rehabilitation Project for a total not to exceed the amount of \$77,000.00.

The estimated total project cost is \$1,350,000.00. Funding for the project is funded from the Pavement Management Fund, and Water Operating Fund.

The project schedule:

Authorize Preparation of Plans and Specifications	September 8, 2025
Order Improvement, Approve Plans and Specs, Authorize Ad for Bids	December 8, 2025
City Opens Bids	January 27, 2026
City Council Awards Contract	February 9, 2026
Construction Begins	April-May, 2026
Final Completion	August 31, 2026

RECOMMENDATION

Staff is recommending approval of Resolution No. 25-124, Authorizing the Preparation of Plans and Specifications, 2026 Street Rehabilitation Project.

ATTACHMENTS

1. Resolution No. 25-124
2. WSB Engineering Proposal
3. Project Location Map

**CITY OF LINO LAKES
RESOLUTION NO. 25-124**

**AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS
FOR THE 2026 STREET REHABILITATION PROJECT**

WHEREAS, the City Council finds that it would be in the best interest of the City to proceed with the preparation of plans and specifications for the 2026 Street Rehabilitation Project as follows:

Mill and Overlay (approximately 1.5 miles)

- Country Lakes Dr, Deerwood Ln and Fawn Ln (north of Birch St)
- Lonesome Pine Trl
- 4th Ave from Lilac St to Apollo Dr
- Terra Ct and Lea Ct and the cul du sac of Heather Ct and Meadow Ct.

WHEREAS, Ware Rd from Hodgson Rd to Birch St (.25 miles) will be included as a bid alternate; and

WHEREAS, WSB, the City Engineer, has submitted a proposal to prepare plans and specifications for said improvements.

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

1. Authorizes the Preparation of the Plans and Specifications for the 2026 Street Rehabilitation Project.
2. WSB is designated as the engineer for this improvement and directed to prepare plans and specifications for the 2026 Street Rehabilitation Project for an amount not to exceed \$77,000.00.

Adopted by the Council of the City of Lino Lakes this 8th day of September, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, City Clerk

September 2, 2025



City of Lino Lakes
Mr. Michael Grochala
600 Town Center Parkway
Lino Lakes, MN 55014

Re: Proposal to Complete 2026 Street Rehabilitation Project Design Plans and Specifications

Dear Mr. Grochala:

WSB LLC is providing this proposal for the design and bidding services for the 2026 Street Rehabilitation Project. The local streets designated for rehabilitation were determined by their OCI ratings established in the City's Pavement Management Study, and the scope verified by cores. A summary of the project scope is described as follows:

Mill and Overlay (approximately 1.5 miles)

- Country Lakes Dr, Deerwood Ln and Fawn Ln (north of Birch St)
- Lonesome Pine Trl
- 4th Ave from Lilac St to Apollo Dr
- Terra Ct and Lea Ct and the cul du sac of Heather Ct and Meadow Ct.

Bid Alternate

- Ware Rd from Hodgson Rd to Birch St (.25 miles)

The project scope includes curb and gutter replacement as necessary. Gate valves will be replaced within the project area if they have not been previously repaired. Based on the project scope, WSB would perform the following tasks:

I. Prepare Final Project Plans

Final construction plans will be prepared indicating the project locations and plan view sheets for the areas to be milled and overlaid. Surveyed topographic information will be used to prepare the construction plans. Base drawing information will include GSOC design locates, curb inspection, city parcel map information and record plans.

II. Final Quantities

An Engineer's Opinion of Probable Cost will be completed with the final construction plans.

III. Prepare Permits, Specifications and Bidding Documents

WSB will assist the City in preparing permit application(s) and/or approval requests and will assist the City with submitting the applications/approval requests to the appropriate regulatory agencies.

WSB will perform an internal constructability review of the final plans, quantities, and specifications. A final set of construction documents will be prepared for electronic bidding.

WSB will assemble and submit the final contract documents, either paper or electronic copies, to the City and request authorization to advertise the project for bidding. WSB will receive and respond to bidder inquiries concerning the plans, specifications, and intent of the project. Logs of all inquiries will be kept and maintained to document inquiries. WSB will perform the project bid opening on behalf of the City.

The engineering fee to complete the design of the 2026 Street Rehabilitation Project is \$77,000.00 (not to exceed). This letter represents our understanding of the 2026 Street Rehabilitation Project and the proposed scope of services. If you are in agreement with the scope of services and proposed fee, please sign in the appropriate space below and return one copy to us.

WSB LLC will provide a separate proposal to the City for construction services once the final plans are completed and the project is bid.

If you have any questions about this proposal, please feel free to call me at 612-360-1278.

Sincerely,

WSB LLC.

Mark Erichson

Mark Erichson
Director



Brian Bourassa
Client Representative

ACCEPTANCE:

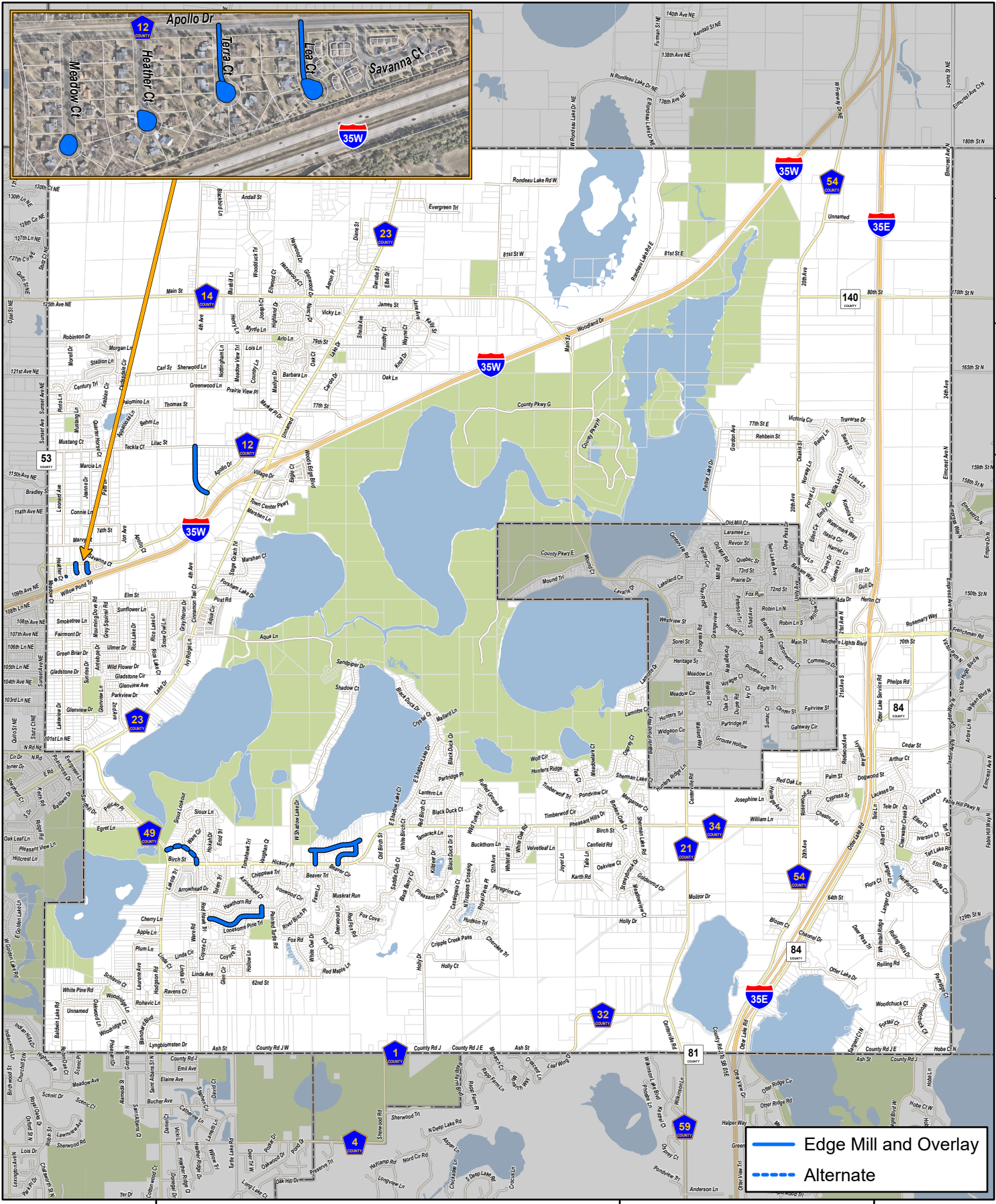
The City of Lino Lakes hereby accepts the WSB proposal of \$77,000.00 for services outlined in this letter.

City of Lino Lakes

Name _____

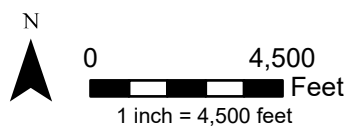
Title _____

Date _____



2026 Rehabilitation Project

Edge Mill & Overlay
City of Lino Lakes, Minnesota



**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 7B**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: September 8, 2025

TOPIC: Natures Refuge North

- i. Consider Resolution No. 25-118 Approving PUD Final Plan/Final Plat
- ii. Consider Resolution No. 25-119 Approving Development Agreement

VOTE REQUIRED: Simple Majority

INTRODUCTION

The applicant, M/I Homes of Minneapolis/St Paul, LLC., submitted a land use application for Natures Refuge North PUD Final Plan/Final Plat. The final plat is for 45 single family villa lots.

Tentative Review Schedule:

Complete Application Date:	July 10, 2025
60-Day Deadline:	September 8, 2025
Environmental Board Meeting:	N/A
Park Board Meeting:	N/A
Planning & Zoning Board Meeting:	August 13, 2025
City Council Work Session:	September 8, 2025
City Council Meeting:	September 8, 2025

This staff report is based on the following information:

- Land Use Plan prepared by Carlson Engineering revision date July 25, 2025
- Preliminary Plat prepared by Carlson Engineering revision date July 25, 2025
- Final Plat prepared by Carlson Engineering received on July 25, 2025
- Title Commitment dated May 13, 2025

BACKGROUND

On May 12, 2025, the City Council passed Resolution No. 25-61 approving the Natures Refuge PUD Preliminary Plan/Preliminary Plat. The Council staff report and resolution detail the project's consistency with the City's Comprehensive Plan and compliance with the City Code.

ANALYSIS

Preliminary Plat

The original preliminary plat contained 93 single family lots and 5 outlots. A condition of preliminary plat approval was that Outlot E be platted as a lot. The preliminary plat was revised and this condition has been met. The total single family lot count is now 94.

Density

Per the City's 2040 Comprehensive Plan the site is guided for low density residential. This land use provides for housing at densities ranging from 1.6 to 3.0 units per net acre that is served by municipal sewer and water services. The net density is 2.99 units per acre, which is consistent with the Comprehensive Plan's guided land use and density range.

The following chart implements Met Council's formula for calculating net density.

Gross Area (acres)	59.30
Wetlands & Water Bodies	(5.31)
Public Parks & Open Space	(22.60)
Net Area (acres)	31.39
# of Units	94
Gross Density (units/acre)	1.59
Net Density (units/acre)	2.99

Final Plat

The final plat contains the following lots and outlots:

Lot or Outlot	Purpose	Ownership
Lots	Single family villa homes	Private
A	Open space and wetlands	HOA
B	Future development	Private
C	Open space	HOA
D	Open space, wetlands, stormwater ponds, trail corridor	HOA
E	Lift station	City
F	Future development	Private
G	Open space, stormwater ponds, trail corridor	HOA

Phasing Plan

The development is proposed to be constructed in two (2) phases.

Phase	# Lots
1	45
2	49
Total	94

Public Land Dedication

The City will collect cash fee in lieu of land dedication and provide credit for trail construction costs. The following is a summary:

Natures Refuge North 1st Addition	
Total # Units =	45
x Park Dedication Fee	\$3,500
= Cash in Lieu Value	\$157,500
(Trail Construction Costs)	(\$46,920)
TOTAL CASH FEE DUE =	\$110,580

WMC Buffer Declaration and Conservation Easements

The following table summarizes the outlots that will require WMC Buffer Declaration and Conservation Easements.

Outlot	Purpose	WMC Buffer Declaration	Conservation Easement
A	Open space and wetlands	Yes	Yes
B	Future development	NA	NA
C	Open space	No	Yes
D	Open space, wetlands, stormwater ponds, trail corridor	Yes	Yes
E	Lift station	NA	NA
F	Future development	NA	NA
G	Open space, stormwater ponds, trail corridor	Yes	Yes

Title Commitment

The City Attorney reviewed the title commitment and notes the title work shall be updated to reflect proper ownership and plat signatures.

Homeowners Association (HOA)

A homeowners association will provide yard maintenance and snow removal. The HOA will also maintain the stormwater reuse system, lake/borrow area, and open space and wetland buffers.

Agreements

Stormwater Maintenance Agreement

The stormwater maintenance for public facilities will be covered under the City's Programmatic Stormwater Management Agreement after the facilities have been installed and accepted by the City. Borrow areas / lakes area will be maintained by the HOA.

Development Agreement and Final Plat

A Development Agreement will be prepared by the City and shall be executed.

Site Improvement Performance Agreement

Not applicable.

Planning & Zoning Board

The Planning & Zoning Board reviewed the PUD Final Plan/Final Plat on August 13, 2025. Per City Code Section 1001.057 Review, Approval or Denial:

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

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

The final plat substantially conforms with the preliminary plat and phasing plan.

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

The development is proposed to be constructed in two (2) phases.

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

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

Findings of Fact

City Code Section 1001.057 (2) details requirements that shall be met before consideration of the final plat by the City Council. The attached Resolution No. 25-118 details these findings of fact.

RECOMMENDATION

Staff and the Planning & Zoning Board recommend approval of the Natures Refuge North PUD Final Plan/Final Plat.

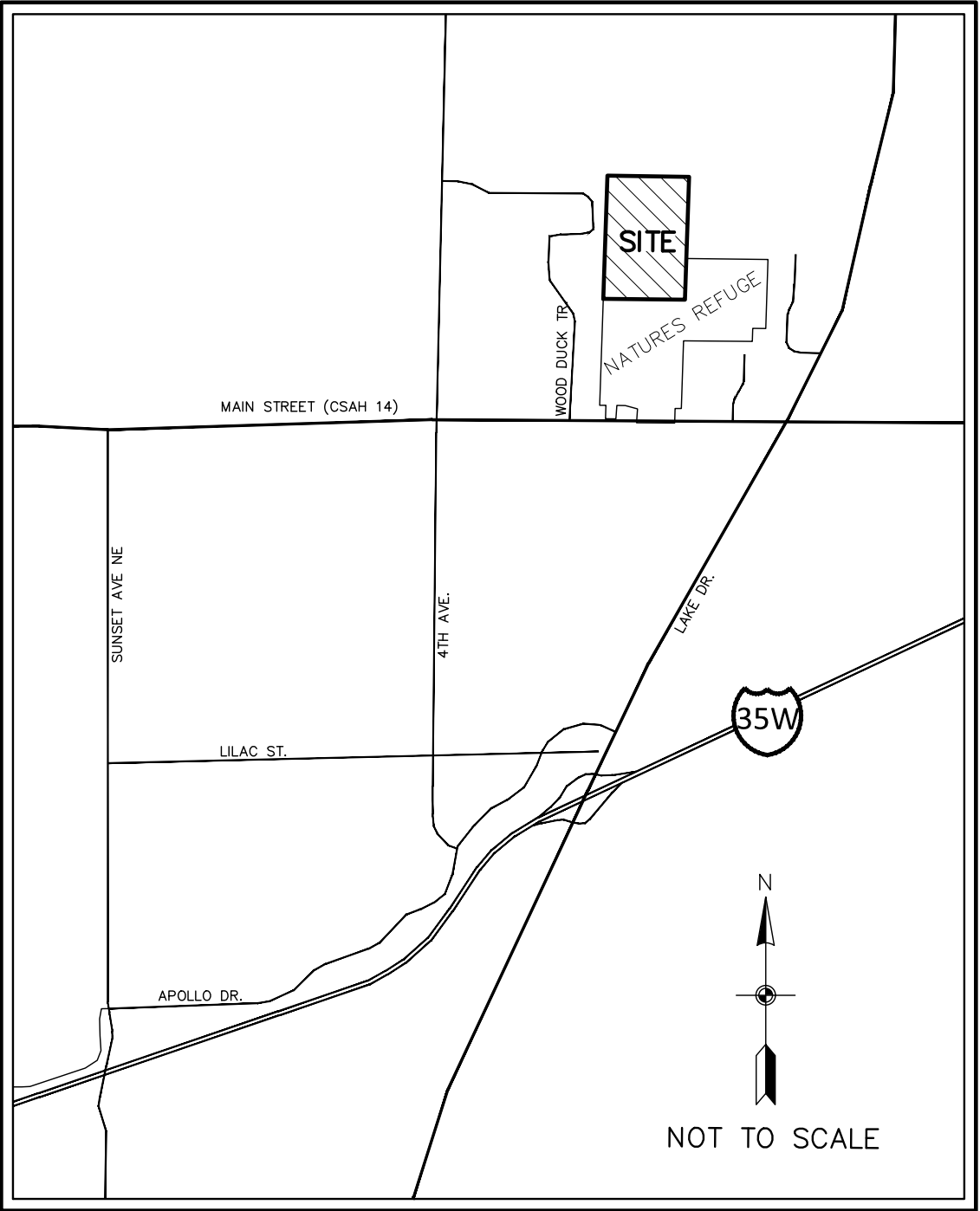
ATTACHMENTS

1. Land Use Plan
2. Preliminary Plat

3. Resolution No. 25-118
4. Final Plat
5. Resolution No. 25-119
6. Development Agreement
7. City Engineer Memo dated August 6, 2025
8. Environmental Memo dated August 6, 2025

NATURES REFUGE NORTH

LINO LAKES, MINNESOTA



VICINITY MAP

(NO SCALE)

SOIL BORINGS

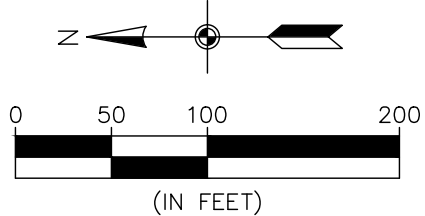
HAUGO GEOTECHNICAL SERVICES
2825 CEDAR AVE. S.
MINNEAPOLIS, MN 55407
(612)729-2959

WETLANDS

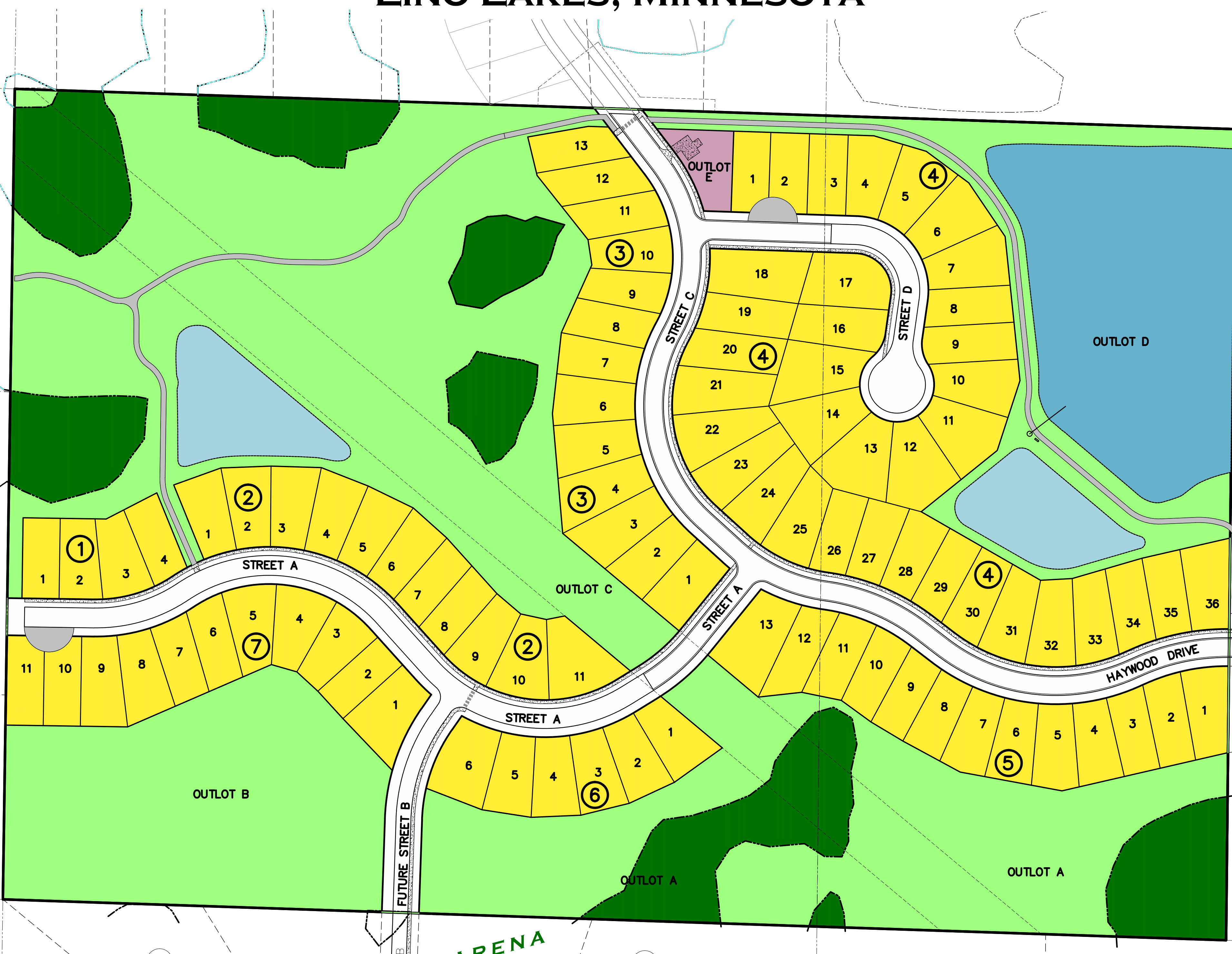
KJOLHAUG ENVIRONMENTAL SERVICES COMPANY
26105 WILD ROSE LANE
SHOREWOOD, MINNESOTA 55331
(952)401-8757

OWNER CONTACT

M/I HOMES OF MINNEAPOLIS, LLC.
5354 PARKDALE DRIVE, #100
ST. LOUIS PARK, MN 55416
(763)586-7200



BENCHMARK	
1. Anoka County Benchmark No. 2011	- Elevation 894.88 ft. (NAVD88)
2. Anoka County Benchmark No. 2012	- Elevation 911.80 ft. (NAVD88)



LEGEND

- PUBLIC OPEN SPACE
- LAKE/BORROW AREA (NWL)
- STORM PONDS
- WETLANDS (REMAINING)
- SINGLE FAMILY LOTS
- PUBLIC UTILITY - LIFT STATION

SITE DATA

TOTAL SITE AREA	±59.30 AC.	TOTAL LOT AREA	±19.94 AC.
TOTAL ROW AREA	±5.59 AC.	TOTAL NUMBER OF LOTS/UNITS	94
PUBLIC UTILITY - LIFT STATION	±0.23 AC.	MINIMUM HOUSE SETBACK DATA:	
WATER AREA	±10.94 AC.	FRONT	25 OR 30 FT.*
WETLANDS (REMAINING)	±5.31 AC.	SIDE	7.5 FT.
LAKE/BORROW AREA (NWL)	±4.02 AC.	SIDE CORNER	20 OR 25 FT.*
STORM PONDS	±1.61 AC.	REAR SETBACK	30 FT.
PUBLIC OPEN SPACE	±22.60 AC.	*30 FT. FRONT SETBACK FOR LOTS 25-36 BLOCK 4 & LOTS 1-12 BLOCK 5	

ARENA
ACRES



**CARLSON
ENGINEERING**

ENGINEERING
SURVEYING
PLANNING

3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSON-ENGINEERING.COM

Drawn: ADB
Designed: BJK
Date: 3/4/25

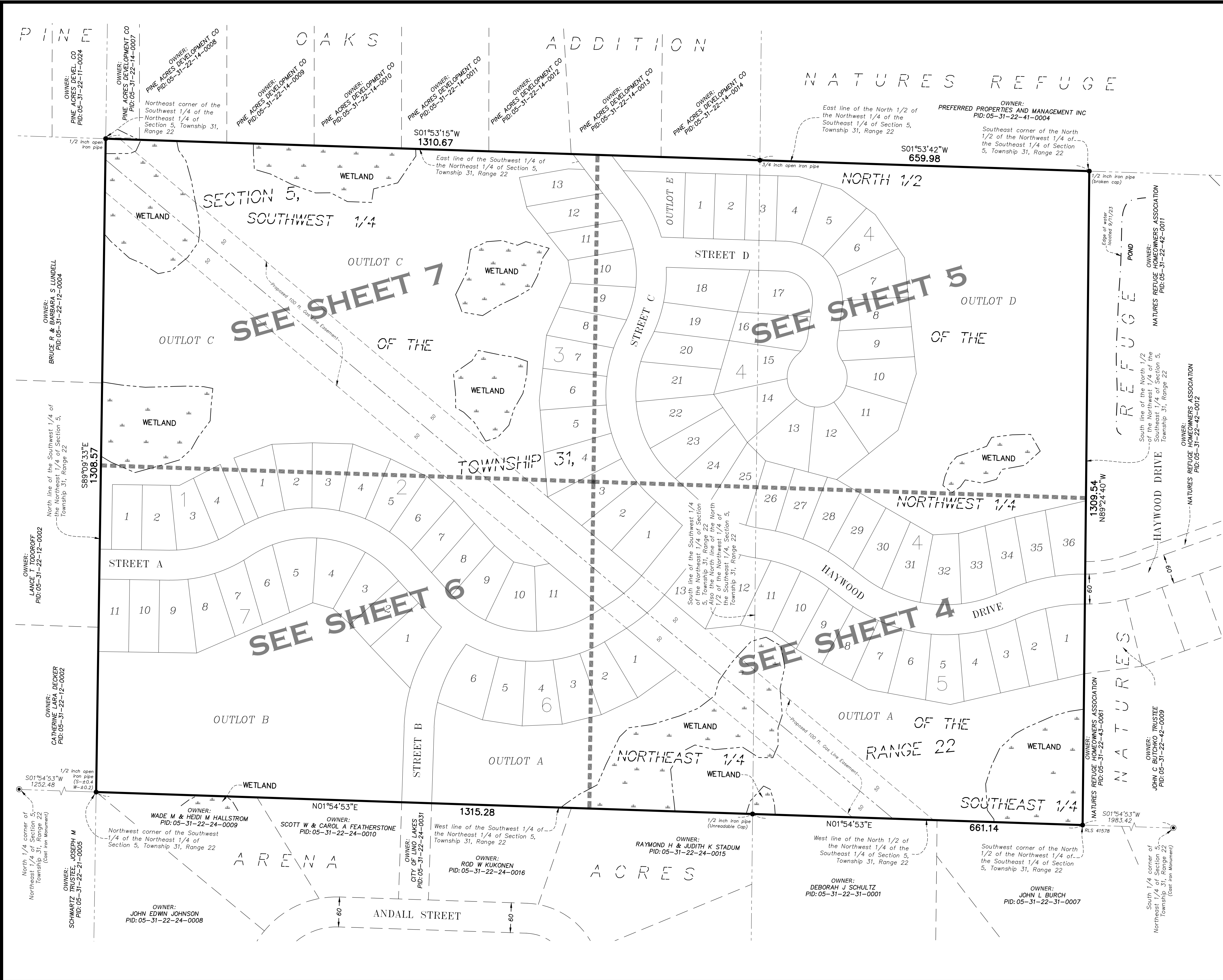
Revisions:
1. 4/25/25 Per City & Watershed Comments
2. 5/5/25 Per Watershed Comments
3. 6/4/25 Per City & Watershed Comments
4. 6/26/25 Per City Comments
5. 7/25/25 Per City Comments

M/I HOMES OF MINNEAPOLIS, LLC
5354 Parkdale Drive, #100
St. Louis Park, Minnesota 55416

NATURES REFUGE NORTH
Lino Lakes, Minnesota

LAND USE PLAN

1
of
1



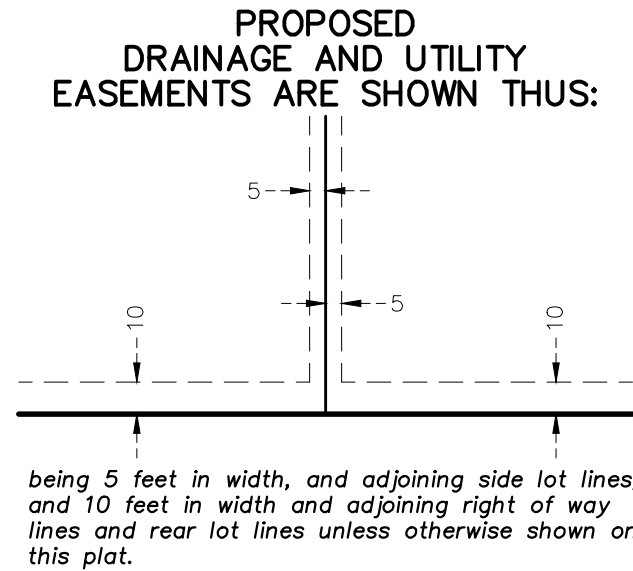
PARCEL DESCRIPTION:

(Per Schedule A of Title Commitment File No. 59590, with a commitment date of August 22, 2023 at 7:00 A.M., prepared by CBH Title, LLC as issuing agent for Old Republic National Title Insurance Company)

The Southwest Quarter of the Northeast Quarter Section 5, Township 31, Range 22, and the North Half of the Northwest Quarter of the Southeast Quarter of Section 5, Township 31, Range 22, Anoka County, Minnesota.

SITE DATA	
TOTAL SITE AREA	±59.30 AC.
TOTAL ROW AREA	±5.59 AC.
TOTAL OUTLOT AREA	±33.77 AC.
OUTLOT A	±7.91 AC.
OUTLOT B	±4.50 AC.
OUTLOT C	±14.34 AC.
OUTLOT D	±6.79 AC.
OUTLOT E	±0.23 AC.
TOTAL LOT AREA	±19.94 AC.
SMALLEST LOT	±7,800 S.F.
LARGEST LOT	±12,996 S.F.
AVERAGE LOT	±9,234 S.F.
TOTAL NUMBER OF LOTS	94
GROSS DENSITY	1.59 LOTS/AC.
EXISTING ZONING	R-X
PROPOSED ZONING	PUD
UTILITIES	AVAILABLE

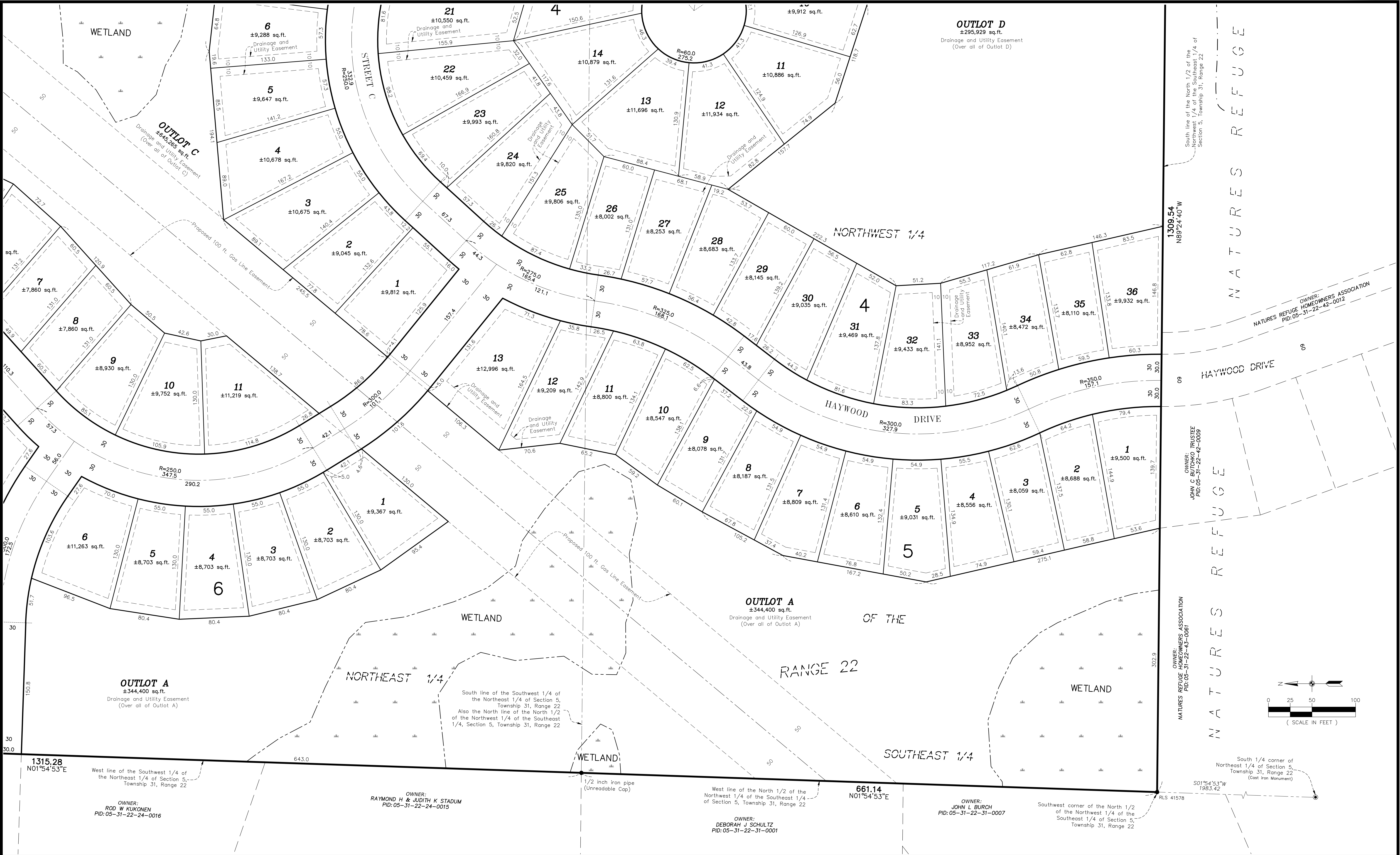
SETBACK DATA	
MINIMUM RESIDENTIAL SETBACK DATA:	
FRONT	25 FT.
SIDE	7.5 FT.
SIDE CORNER	20 FT.
REAR SETBACK	30 FT.



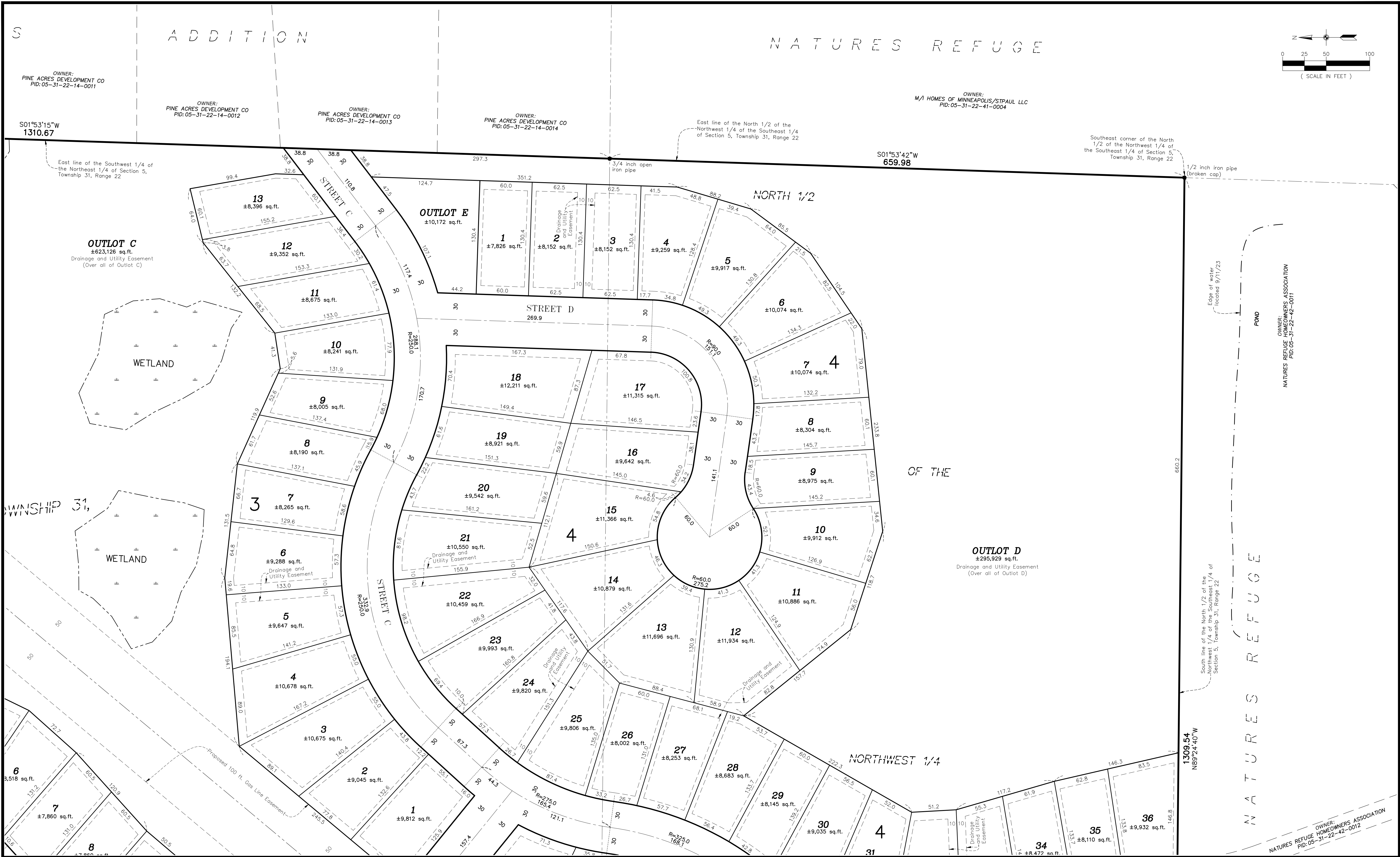
LEGEND

- Denotes Anoka Section Monument, as noted
- Denotes Found Iron Monument
- Denotes wetlands delineated by Kjolhaug Environmental services in 2023.

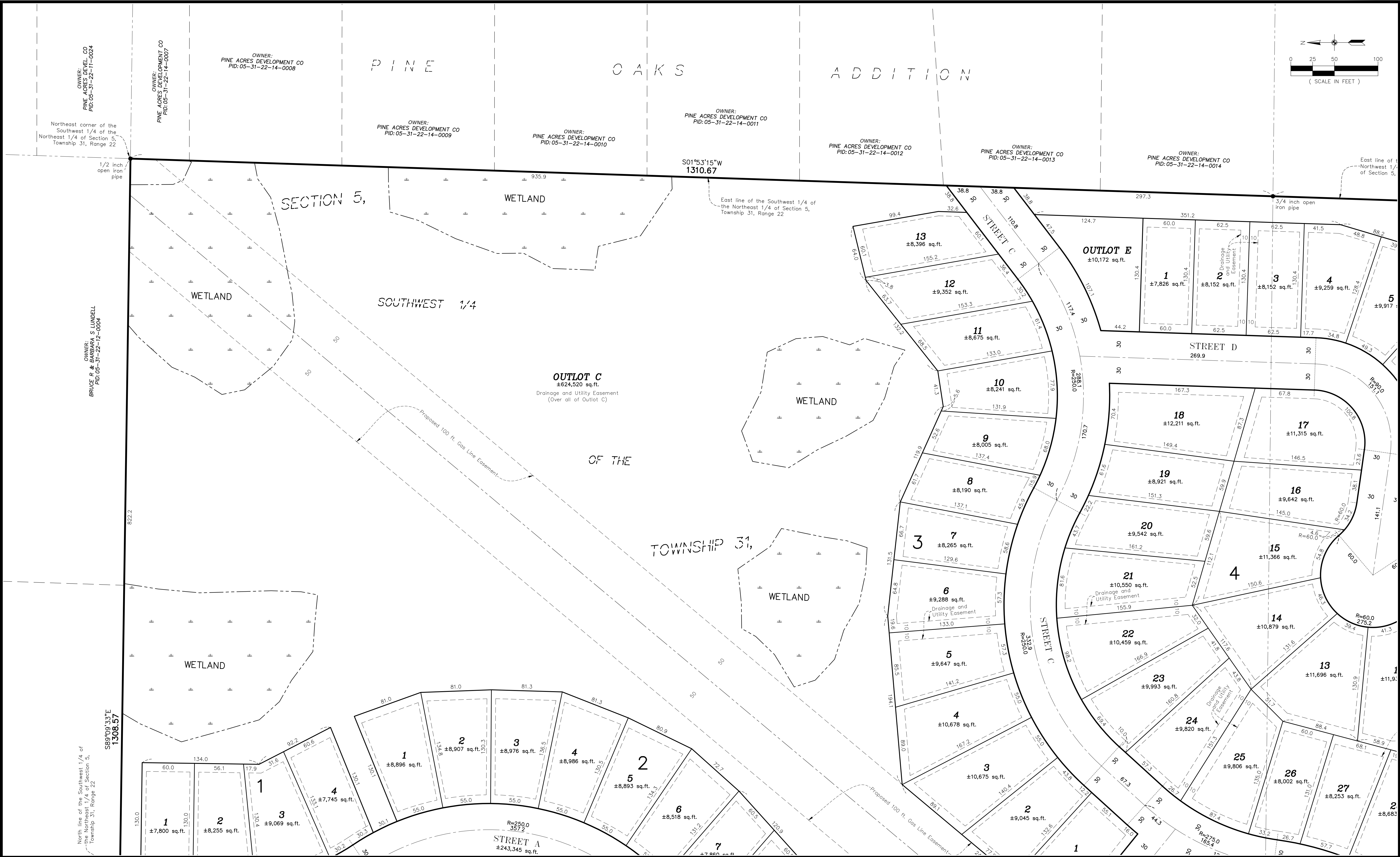
(SCALE IN FEET)



CARLSON ENGINEERING ENGINEERING SURVEYING PLANNING	3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7950 CARLSON-ENGINEERING.COM	I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota OWNER: RAYMOND H & JUDITH K STADUM PID: 05-31-22-24-0015 Date: 3/4/2025 License #: 40361	DRAWN BY: NJS ISSUE DATE: 3/4/2025 FILE NO: 957	Revisions: 1. 4/25/25 Per City & Watershed Comments 2. 6/4/25 Per City & Watershed Comments 3. 6/26/25 Per City Comments 4. 7/25/25 Per City Comments	M/I HOMES OF MINNEAPOLIS, LLC 5354 Parkdale Drive, #100 St. Louis Park, Minnesota 55416	NATURES REFUGE NORTH Lino Lakes, Minnesota	PRELIMINARY PLAT	4 of 15
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CARLSON ENGINEERING ENGINEERING SURVEYING PLANNING	3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7959 CARLSON-ENGINEERING.COM	I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota Print Name: Thomas R. Balluff, L.S. Signature: <i>Thomas R. Balluff</i> Date: 3/4/2025 License #: 40361	DRAWN BY: NJS ISSUE DATE: 3/4/2025 FILE NO: 957	Revisions: 1. 4/25/25 Per City & Watershed Comments 2. 6/4/25 Per City & Watershed Comments 3. 6/26/25 Per City Comments 4. 7/25/25 Per City Comments	M/I HOMES OF MINNEAPOLIS, LLC 5354 Parkdale Drive, #100 St. Louis Park, Minnesota 55416	NATURES REFUGE NORTH Lino Lakes, Minnesota	PRELIMINARY PLAT	5 of 15
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 CARLSON ENGINEERING ENGINEERING SURVEYING PLANNING	3890 PHEASANT RIDGE DR NE SUITE 100 BLAINE, MN 55449 TEL 763.489.7900 FAX 763.489.7959 CARLSON-ENGINEERING.COM	I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota Print Name: Thomas R. Balluff, L.S. Signature: <i>Thomas R. Balluff</i> Date: 3/4/2025 License #: 40361	DRAWN BY: NJS ISSUE DATE: 3/4/2025 FILE NO: 957	Revisions: 1. 4/25/25 Per City & Watershed Comments 2. 6/4/25 Per City & Watershed Comments 3. 6/26/25 Per City Comments 4. 7/25/25 Per City Comments	M/I HOMES OF MINNEAPOLIS, LLC 5354 Parkdale Drive, #100 St. Louis Park, Minnesota 55416	NATURES REFUGE NORTH Lino Lakes, Minnesota	PRELIMINARY PLAT	7 of 15
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**CITY OF LINO LAKES
RESOLUTION NO. 25-118**

RESOLUTION APPROVING NATURE REFUGES NORTH PUD FINAL PLAN/FINAL PLAT

WHEREAS, on July 10, 2025, the City received a complete land use application for Natures Refuge North PUD Final Plan/Final Plat hereafter referred to as Development; and

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

- Land Use Plan prepared by Carlson Engineering revision date July 25, 2025
- Preliminary Plat prepared by Carlson Engineering revision date July 25, 2025
- Final Plat prepared by Carlson Engineering received on July 25, 2025
- Title Commitment dated May 13, 2025; and

WHEREAS, on May 12, 2025, the City Council approved the preliminary plat with Resolution No. 25-61; and

WHEREAS, on August 13, 2025, the Planning & Zoning Board reviewed and recommended approval of the Development; and

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

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

FINDINGS OF FACT

Per City Code Section 1001.057 Review, Approval or Denial:

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

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

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

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

preceding phase consists of 40 or more lots.

The development is proposed to be constructed in two (2) phases.

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

The City Attorney reviewed the title commitment and notes the title work shall be updated to reflect proper ownership and plat signatures.

- (d) Completed development contract.

A Development Agreement has been completed and shall be executed.

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

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

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

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

BE IT FURTHER RESOLVED the Natures Refuge North PUD Final Plan/Final Plat is approved subject to the following conditions:

1. The conditions detailed Resolution No. 25-61 approving the Natures Refuge North PUD Preliminary Plan and Preliminary Plat remain in effect.
2. A WMC Buffer Declaration shall be recorded over Outlots A, D and G.
3. A Conservation Easement shall be recorded over Outlots, A, C, D, and G.
4. A trail easement shall be recorded over the trails and corridors after the trails have been constructed.
5. Outlots A, C, D, and G shall be deeded to a Homeowner's Association (HOA).
6. Outlot E shall be deeded to the City.
7. A homeowner's association will maintain the stormwater re-use system, lake/borrow area, and open space and wetland buffers.

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

1. All comments from the City Engineer memo related to the final plat dated August 6,

2025.

2. The title work shall be updated to reflect proper ownership and plat signatures.

BE IT FURTHER RESOLVED the following items shall be addressed prior to issuing building permits within the plat:

1. All comments from the City Engineer memo dated August 6, 2025.
2. All comments from the Environmental Coordinator memo dated August 6, 2025.
3. Street names shall be added to the plan sets.
4. Recorded copies of the following documents shall be provided to the City:
 - a. Final plat
 - b. Development Agreement
 - c. Stormwater Re-use Agreement
 - d. WMC Buffer Declaration
 - e. Conservation Easement
 - f. Deeds
 - i. Outlots A, C, D, and G to Homeowner's Association (HOA)
 - ii. Outlot E to the City
 - g. Homeowner's Association Documents
 - i. Articles of Incorporation
 - ii. Bylaws
 - iii. Declaration of Covenants, Conditions, Restrictions and Easements

Adopted by the City Council of the City of Lino Lakes this 8th day of September, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

KNOW ALL PERSONS BY THESE PRESENTS: That M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, owner of the following described property:

The Southwest Quarter of the Northeast Quarter Section 5, Township 31, Range 22, and the North Half of the Northwest Quarter of the Southeast Quarter of Section 5, Township 31, Range 22, Anoka County, Minnesota.

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

In witness whereof said M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____

M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

John Rask, Area President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by John Rask, Area President of M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, on behalf of the company.

(Signed)

(Printed)

Notary Public, _____

My commission expires _____

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

Dated this _____ day of _____, 20____

Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by Thomas R. Balluff.

(Signed)

(Printed)

Notary Public, _____

My commission expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

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

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

By: _____ Mayor

By: _____ Clerk

COUNTY SURVEYOR

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

David M. Ziegmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By: _____ Deputy

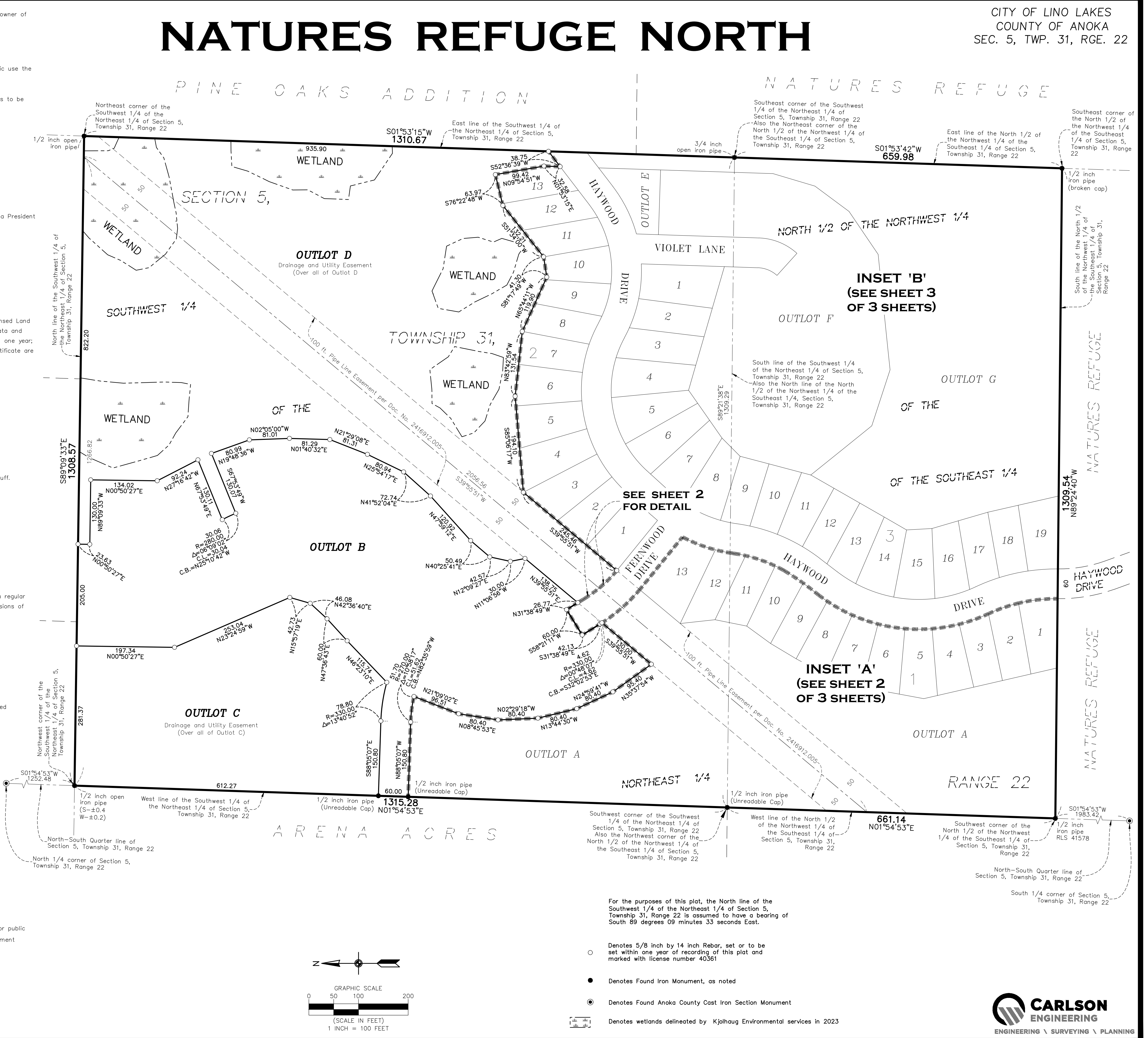
COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

I hereby certify that this plat of WATERMARK 8TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock ____M. and was duly recorded as Document Number _____

County Recorder/Registrar of Title

By: _____ Deputy



CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 5, TWP. 31, RGE. 22

[illegible]

EASEMENTS ARE SHOWN THUS:

The diagram shows a corner of a property with a vertical line and a horizontal line meeting at a right angle. A dashed line extends from the vertical line to the left, and another dashed line extends from the horizontal line upwards. An arrow points from the vertical line to the left dashed line, labeled '5'. An arrow points from the horizontal line to the upward dashed line, labeled '5'. A third arrow points from the vertical line to the horizontal line, labeled '10'.

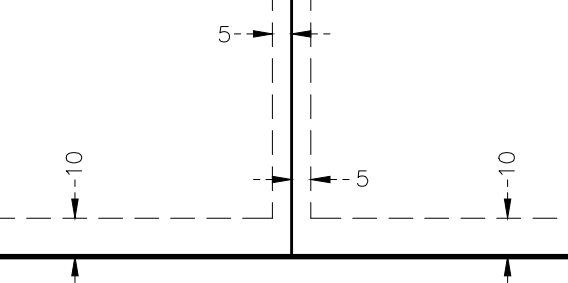
- 
- CARLSON**
ENGINEERING
ENGINEERING \ SURVEYING \ PLANNING

NATURES REFUGE NORTH

CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 5, TWP. 31, RGE. 22

INSET B

DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:

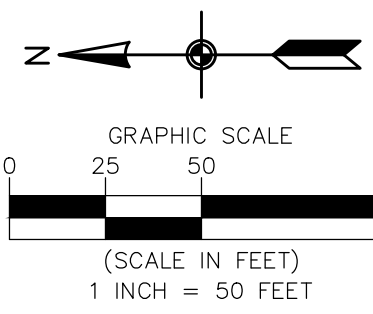
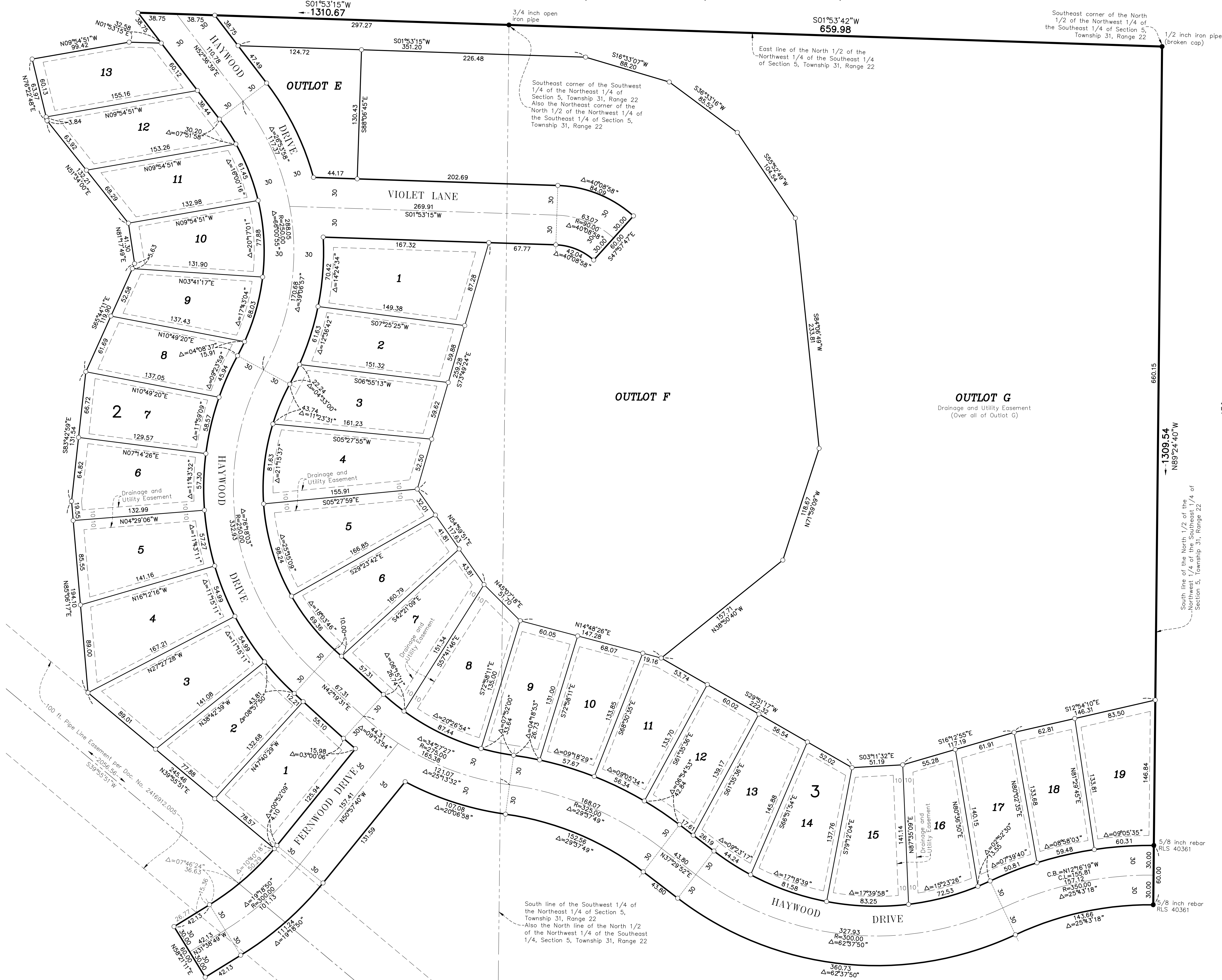


being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

○ Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361

● Denotes Found Iron Monument, as noted

Denotes wetlands delineated by Kjolhaug Environmental services in 2023



**CITY OF LINO LAKES
RESOLUTION NO. 25-119**

RESOLUTION APPROVING NATURES REFUGE NORTH DEVELOPMENT AGREEMENT

WHEREAS, on September 8, 2025 the City Council passed Resolution No. 25-118 approving Natures Refuge North PUD Final Plan/Final Plat; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes approves the Development Agreement between M/I Homes of Minneapolis/St. Paul, LLC and the City of Lino Lakes for Natures Refuge North and authorizes the Mayor and City Clerk to execute such agreement on behalf of the City

Adopted by the City Council of the City of Lino Lakes this 8th day of September, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

PLANNED UNIT DEVELOPMENT AGREEMENT

Natures Refuge North

THIS AGREEMENT is made this ____ day of _____, 2025, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, and M/I Homes of Minneapolis/St. Paul LLC. ("Developer").

1. **Subdivision.** Developer received preliminary plat approval from the City by Resolution No. 25-61 for a plat known as Natures Refuge North ("Subdivision"). The Developer has subsequently received approval for Natures Refuge North Grading Agreement by Resolution No. 25-66 and a Trunk Utility Agreement by Resolution 25-108. Unless otherwise stated, all terms and conditions of this Agreement relate to work within the Subdivision and prior approved agreements.
2. **Final Plat Approval.** The City's approval of the final plat of Natures Refuge North is contingent upon execution and delivery of this agreement, all required petitions, bonds, security, and other documents required by the City, and satisfaction of all conditions of approval required by Resolution No. 25-118. The Final Plat including 45 lots is attached hereto as Exhibit A.
3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the City and are fully executed.
4. **Developer Plans.**
 - a. The Subdivision shall be developed in accordance with the following Developer Plans, original copies of which are on file with the City Engineer. The Developer Plans may be prepared and revised after entering into this Agreement but must be approved by the City before commencement of any work. If the plans vary from the written terms of this Agreement, this Agreement shall control.
 - b. The Developer Plans as of the date of this Agreement are:
 - i. Natures Refuge North 3 page final plat, prepared by Carlson McCain, received July 25, 2025.
 - ii. Natures Refuge North 1st Addition Sanitary Sewer, Watermain, Storm Sewer and Street Construction Plans containing 19 sheets, prepared by Carlson McCain, dated June 26, 2025.

- iii. Natures Refuge North Grading, Development and Erosion Control Plans containing 8 sheets, prepared by Carlson McCain, dated June 26, 2025.
 - iv. Natures Refuge North 1st Addition Landscape Plans containing 3 sheets, prepared by Carlson McCain, dated June 26, 2025
5. **Permits.** The Developer shall be responsible for securing all site grading and development approvals and all other required permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of site grading or construction and prior to the City awarding construction contracts for public improvements.
6. **Developer Improvements.** The Developer shall secure a contractor to install the improvements described in this paragraph, or otherwise required herein to be installed by Developer, hereinafter referred to as the “Developer Improvements,” which contractor shall be approved by the City in its absolute and sole discretion. The Developer Improvements shall be constructed per the City Standard Specifications for Construction January 2024, current version.

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

- a. Site Grading
 - i. Grading has commenced subject to the Natures Refuge North Grading Agreement. The Developer has a Rice Creek Watershed District (RCWD) permit for the Natures Refuge North project.
 - ii. All site grading shall be conducted in accordance with the grading plan as approved by the City and in accordance with NPDES and RCWD requirements. The Developer shall perform the work in accordance with a Storm Water Pollution Prevention Plan (SWPPP) pursuant to Minnesota Pollution Control Agency (MPCA) requirements.
- b. Grading and Erosion Control
 - i. The Developer shall grade the site to within 0.2 foot of the grades shown on the approved grading plan. No deviations will be allowed unless a revised plan is submitted and approved in writing by the City and all other regulatory agencies.

- ii. The street right-of-way, storm water storage ponds, and surface water drainage ways shall be graded prior to commencement of utility construction. Four inches of topsoil and a City approved seed mix shall be installed within disturbed areas, and seed mix information shall be provided to the City. Surface water management systems shall be maintained by the Developer until they are accepted by the City.
 - iii. The Developer shall be responsible for ascertaining that site geotechnical and groundwater conditions are adequate and conforming with the grading and site improvement as proposed. The Developer shall provide testing from an approved testing company.
 - iv. The Developer's engineer shall certify in writing, with an as-built survey, that all grading complies with the approved grading plan prior to issuance of any building permits.
 - v. The Developer shall promptly clear dirt and debris within public rights-of-way and drainage and utility easements resulting from construction by the Developer, its purchasers, builders and contractors within five (5) days after notification by the City. The Developer shall be responsible for all necessary street and storm sewer maintenance, including street sweeping, until all home construction is completed, unless otherwise released by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on them, including detour signs if necessary. If and when the streets become impassable, such streets shall be barricaded and closed. The Developer shall maintain a smooth, hard driving surface and adequate drainage on all temporary streets. If the Developer chooses to have the City snow plow the streets before the wear course is installed and in order to provide access to the Development area, the Developer shall be responsible for damage such as curb and gutter replacement caused by the City's snow removal process.
- c. Final street grading, subbase, gravel base, concrete curb and gutter, and bituminous base and wear course, street signs and striping shall be furnished and installed.
 - d. Sidewalks, trails and street lighting shall be installed within 6 months of the bituminous base course. Extensions may be approved by the City Engineer, due to weather conditions, upon receipt of a written request in writing by the Developer to the City. In no case shall such extension extend beyond one year from the date of installation of bituminous base course. The Developer shall be responsible for sidewalk damage until the project is accepted by the City and escrow balances are returned.

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

Developer shall be responsible for vegetative restoration of ponding areas, outlots, wetland mitigation areas, and other native planting areas identified on the plans in accordance with City Standard Specifications for Construction. Developer shall provide a contract with a qualified firm for the establishment and maintenance of all open space / native plant areas. Said contract shall cover a minimum of the 3 year establishment period, from the date of planting.
 - j. The Developer shall arrange for all gas, telecommunications, cable, internet, electric, and other necessary private utility services to the Subdivision in accordance with City Code and State law. The utilities are required to be located within a joint trench. Street light installations shall be initiated by the Developer with City Engineer approval. The Developer is solely responsible for the cost of private utility and internet installation.
 - k. The Developer shall install mailboxes in accordance with Federal and Postal Service regulations.
 - l. The Developer shall install wetland buffer signs per City standard detail plates prior to the issuance of building permits.
7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by October 31, 2026. The Developer may request a reasonable extension of time from the City. If the extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

8. City Improvements.

No City installed improvements are proposed to be constructed for this subdivision.

9. Record Drawings.

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

10. Faithful Performance of Construction Contracts and Security.

- a. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Developer Improvements. Concurrent with the execution hereof by the Developer, the Developer will furnish to, and at all times thereafter maintain with the City, a cash deposit, certified check, or Irrevocable Letter of Credit, based on one hundred fifty (150%) percent of the total estimated cost of Developer's Improvements as determined by the City Engineer.
- b. Irrevocable Letter of Credit. If an Irrevocable Letter of Credit is utilized, it shall be for the exclusive use and benefit of the City of Lino Lakes and shall state that it is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Development Agreement and construction of all required improvements referenced therein in accordance with the ordinances and specifications of the City. The letter shall be in a form, and from a bank, as approved by the City. The City reserves the right to draw, in whole or in part, on any portion of the Irrevocable Letter of Credit for the purpose of guaranteeing the terms and conditions of this agreement. The Irrevocable Letter of Credit shall be

automatically extended for additional periods of one year from present or future expiration dates on an annual basis, unless at least sixty (60) days prior to the expiration date, the Community Development Director and City Engineer, are notified by certified mail or overnight courier, that the Letter of Credit will not be extended.

- c. Alternatively, the Developer may enter into a Public Improvement Surety Agreement, subject to City approval.
 - d. Reduction of Security. The Developer may request reduction of the Letter of Credit or cash deposit based on prepayment or the value of the completed improvements at the time of the requested reduction.
11. **Warranty.** The Developer warrants all utility work required to be performed by it against poor material and faulty workmanship for a period of two years after its completion and acceptance by the City. All new streets shall be warranted by the developer for a period of one year from the time the final inspection of the street is completed and accepted by the City Council. All trees, grass and sod shall be warranted to be alive, of good quality and disease free for 12 months after planting. Prior to final acceptance of the Developer Improvements the City shall require a Surety Bond or Cash Escrow to cover the warranty provisions of this Agreement. The amount shall be 20 % of the original cost of construction identify in Exhibit B.
12. **Dedication.** The Developer shall dedicate to the City, at no cost to the City, any permanent or temporary easements that may be necessary for the construction and installation of the Developer Improvements. All such easements required by the City shall be in writing, in recordable form, containing such terms and conditions as the City shall determine.
13. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the public improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are to be deemed private infrastructure.
14. **Recording and Release.** The Developer agrees that the terms of this Development Agreement shall be a covenant on any and all property included in the Subdivision. The Developer agrees that the City shall have the right to record a copy of this Development Agreement with the Anoka County Recorder to give notice to future purchasers and owners. This shall be recorded against the Subdivision described on Page 1.
15. **Escrow for City's Costs.**
- a. The Developer agrees to establish a non-interest bearing escrow account with the City in an amount determined by the City Administrator or their designee for

the payment of all costs incurred by the City related to the development of the Subdivision including, but not limited to, the following (See Exhibit B for breakdown of costs):

- i. Planning/ Review
- ii. Administration - 3% of Developer Improvement Costs
- iii. City Engineering and Legal
- iv. Street lighting installation (by utility company, developer to initiate)
- v. Street, storm sewer and pond maintenance
- vi. Property Taxes. Should the recording of the Final Plat occur after July 1st, any and all property taxes on any public property dedicated as a part of this plat shall be the responsibility of the Developer.

- b. If the above escrow amounts are insufficient, the Developer shall make such additional deposits as required by the City. The City shall have a right to reimburse itself from the Escrow with suitable documentation supporting the charges.

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

- a. Park Dedication

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

Natures Refuge North 1st Addition	
Total # Units =	45
x Park Dedication Fee	\$3,500
= Cash in Lieu Value	\$157,500
(Trail Construction Costs)	(\$46,920)
TOTAL CASH FEE DUE =	\$110,580

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

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

Trunk Charge

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

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

Availability Charge

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

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

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

- e. Trunk Water Connection Fees

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

Trunk Charge

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

hook-up, whichever is first. Residential trunk charges are based on one unit per dwelling unit.

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

Availability Charge

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

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

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

f. Surface Water Management Area Charges

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

17. **Assessment of Charges and Waiver of Rights.**

- a. In consideration of the construction of City Improvements listed in Section 7 and /or provision of sewer, water and storm water services, the Developer agrees that the costs of City Improvements together with Trunk Sewer Unit Charge, Trunk Water Unit Charge and the Surface Water Management Area Charge (collectively, "the Charges") may be assessed against the Subdivision parcels. The Developer hereby waives any and all procedural and substantive objections to the special assessments, including notice and hearing requirements, any claim that the assessments exceed the benefit to the properties, and any right to appeal.
- b. Unless the Developer pays the entire balance owed for the Charges contemporaneously with the execution of this Agreement, the Developer shall provide to the City a cash escrow or irrevocable letter of credit in an amount equal to 35% of the total assessments for the Charges as estimated by the City Engineer (see Exhibit B). The letter of credit shall be in a form, and from a bank, as approved by the City. The letter of credit or cash escrow may be used by the

City upon default by Developer in the payment of special assessments. The cash escrow or letter of credit shall remain in place throughout the term of the special assessments. The letter of credit may not be terminated without the City's written consent.

- c. Developer, its heirs, successors or assigns, agrees that within 30 days after the date of sale of a lot, the Developer, its heirs, successors or assigns, at its own cost and expense, shall pay the entire unpaid charges assessed or to be assessed under this Agreement against such property.
- d. If a certificate of occupancy is issued before the special assessments have been levied, the Developer, its heirs, successors or assigns shall pay the City the sum of cash equal to 120% of the Engineer's estimate of the special assessments for such Charges that would be levied against the property. Upon such payment the City shall issue a certificate showing the assessments are paid in full. Notwithstanding the issuance of said certificate, the Developer shall be liable to the City for any deficiency and the City shall pay the Developer any surplus arising from the payment based upon such estimate.
- e. Acceleration of Special Assessments upon Default. In the event the Developer violates any of the covenants, conditions or agreements herein, violates any ordinance, rule or regulation of the City, County of Anoka, State of Minnesota or other governmental entity having jurisdiction over the plat or development, or fails to pay when due any installment of any special assessment levied pursuant to this agreement, or any interest thereon, the City at its option, in addition to its rights and remedies hereunder, after 10 days written notice to the Developer, may declare all of the unpaid special assessments which are then estimated or levied pursuant to this agreement due and payable in full, with interest. The City may seek recovery of such special assessments due and payable from the security provided herein. In the event that such security is insufficient to pay the outstanding amount of such special assessments plus accrued interest the City may certify such outstanding special assessments in full to the County Auditor pursuant to Minnesota Statutes section 429.061, subdivision 3, for collection the following year. The City, at its option, may commence legal action against the Developer to collect the entire unpaid balance of the special assessments then estimated or levied pursuant hereto, with interest, including reasonable attorney's fees, and Developer shall be liable for such special assessments and, if more than one, such liability shall be joint and several. In addition to any other rights and remedies upon Developer's default, the City may refuse to issue building permits and/or Certificates of Occupancy for any property within the Subdivision until such time as such default has been corrected to the satisfaction of the City. The Developer agrees to reimburse the City for all costs incurred by the City in the enforcement of this agreement, or any portion thereof, including

court costs and reasonable engineering and attorneys' fees, if the City prevails in any enforcement action.

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

- a. Site grading, certified compaction testing, City sewer, water, storm sewer, and bituminous base construction of the streets, temporary street signs, gas, electric, telecommunication, cable and internet are installed and approved by the City, except as provided below
 - i. Model Homes: Structures may be installed as model homes consistent with City ordinance upon approval of the final plat. A record drawing of the site grading for the model home lots shall be submitted prior to issuance of building permits for the model homes.
 - ii. If any building permits for model homes are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties. Any such costs shall be reimbursed from Developer's escrow.

19. **Special Provisions.**

- a. The Developer shall install, operate, and maintain a water reuse system to irrigate the platted areas. The Developer shall not use municipal potable water for irrigation unless approved by the City. The Developer shall enter into a Stormwater Re-use Agreement with the City. The City will provide trunk water utility credit for the re-use system as outlined in Exhibit B.
- b. The Developer is due an additional \$318,102.00 in trunk sanitary sewer and water credit for lift station and mainline pipe costs. The City will credit this amount with Natures Refuge North 2nd Addition.
- c. Homeowners' Association Covenants and Restrictions
 - i. The Developer shall establish a Homeowners' Association (the "HOA") for all phases of the Development and shall submit a Master Homeowners' Association Covenants and Restrictions to the City Attorney for review. The Master Homeowners' Association Covenants and Restrictions shall, among other matters, provide for the collection of annual dues for the HOA's maintenance obligation for the [open space and wetland buffers, Lake 300 and low area per Stormwater Declaration and stormwater re-

use and irrigation system per Agreement] within each phase of the Development, together with reasonable reserves. The Covenants and Restrictions shall provide that the City has the right to perform maintenance of the open space and wetland buffers, Lake 300 and low area, and stormwater re-use and irrigation system if the HOA fails to do so in compliance with applicable rules and regulations, and allow for the City to assess a lien or a Minn. Stat. Ch. 429 special assessment against the homesites for work which was to be paid for by the HOA dues. Homeowners' Association Covenants and Restrictions applicable to each phase will be submitted at the time of final plat approval of each phase, and the City shall have the right to review and to approve those portions of the Covenants and Restrictions for each Community within the Development that are required by the terms of this Agreement. Any amendments to the Homeowner's Association Covenants impairing the rights of the City shall be approved by the City Attorney. The Developer and Owner hereby waive, on their own behalves and on behalf of future owners, any procedural or substantive challenge to assessments under this section. All Covenants for the Project shall include language consistent with this section.

20. Hours of Construction Activity.

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

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

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

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

23. **General.**

a. Binding Effect

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subdivision and shall be deemed covenants running with the land, unless otherwise released pursuant to section 14 of this Agreement.

b. Validity.

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

c. Notices

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

M/I Homes of Minneapolis/St. Paul, LLC
Attn: John Rask
5354 Parkdale Drive #100
St. Louis Park, MN 55416
jrask@mihomes.com

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

24. **Land Use Controls - Planned Unit Development.**

- a. Natures Refuge North is a Planned Unit Development (PUD) as approved by the City Council by Ordinance No. 09-25, Resolution No. 25-61 and Resolution No. 25-118.

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

CITY OF LINO LAKES

By _____
Mayor

ATTEST

By _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

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

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

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

Notary Public

THIS PAGE INTENTIONALLY LEFT BLANK

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

DEVELOPER

By _____

Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

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

Notary Public

This instrument was drafted by:

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

CONSENT AND SUBORDINATION

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

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

By:

Its:

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

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

Notary Public

EXHIBIT A

Final Plat

Legal Description for Recording Purposes

All lots, blocks, and outlots contained in Natures Refuge North
according to the recorded plat thereof.

KNOW ALL PERSONS BY THESE PRESENTS: That M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, owner of the following described property:

The Southwest Quarter of the Northeast Quarter Section 5, Township 31, Range 22, and the North Half of the Northwest Quarter of the Southeast Quarter of Section 5, Township 31, Range 22, Anoka County, Minnesota.

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

In witness whereof said M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____

M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC

John Rask, Area President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by John Rask, Area President of M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, on behalf of the company.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

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

Dated this _____ day of _____, 20____

Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by Thomas R. Balluff.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

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

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

By: _____ Mayor
By: _____ Clerk

COUNTY SURVEYOR

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

David M. Ziegmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By: _____ Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

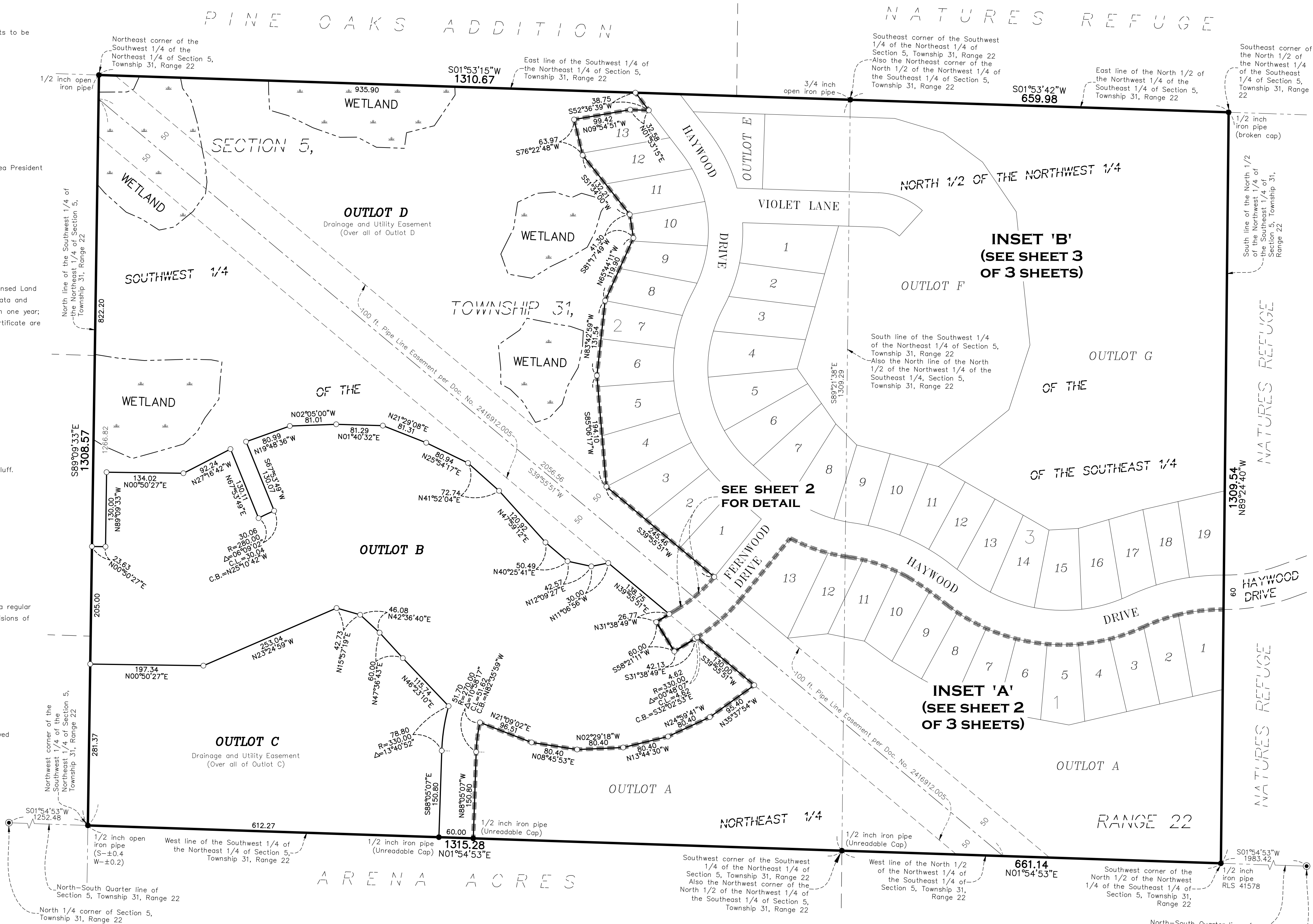
I hereby certify that this plat of WATERMARK 8TH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20____ at _____ o'clock ____M. and was duly recorded as Document Number _____

County Recorder/Registrar of Title

By: _____ Deputy

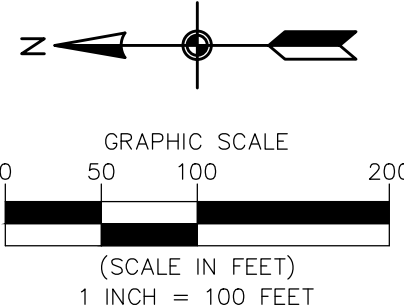
NATURES REFUGE NORTH

CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 5, TWP. 31, RGE. 22



For the purposes of this plat, the North line of the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 31, Range 22 is assumed to have a bearing of South 89 degrees 09 minutes 33 seconds East.

- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- Denotes Found Iron Monument, as noted
- ⦿ Denotes Found Anoka County Cast Iron Section Monument
- ▤ Denotes wetlands delineated by Kjelhaug Environmental services in 2023



CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 5, TWP. 31, RGE. 22

[illegible]

A diagram of a 10x10 grid. The grid is divided into four quadrants by a vertical dashed line and a horizontal dashed line. The dimensions are labeled: 10 for the width of the left half, 5 for the width of the right half, and 5 for the height of the top half. The grid is composed of solid lines for the outer boundary and dashed lines for the internal divisions.

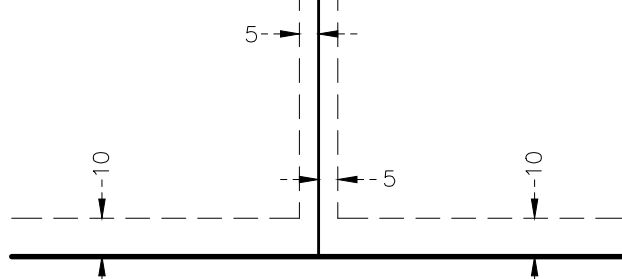
- 
- CARLSON**
ENGINEERING
ENGINEERING \ SURVEYING \ PLANNING

NATURES REFUGE NORTH

CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 5, TWP. 31, RGE. 22

INSET B

DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines,
and 10 feet in width and adjoining right of way
lines and rear lot lines unless otherwise shown on
this plat.

○ Denotes 5/8 inch by 14 inch Rebar, set or to be
set within one year of recording of this plat and
marked with license number 40361

● Denotes Found Iron Monument, as noted

Denotes wetlands delineated by
Kjohaug Environmental services in 2023

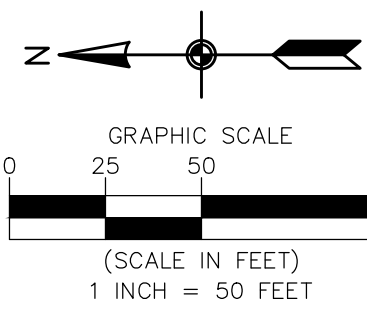
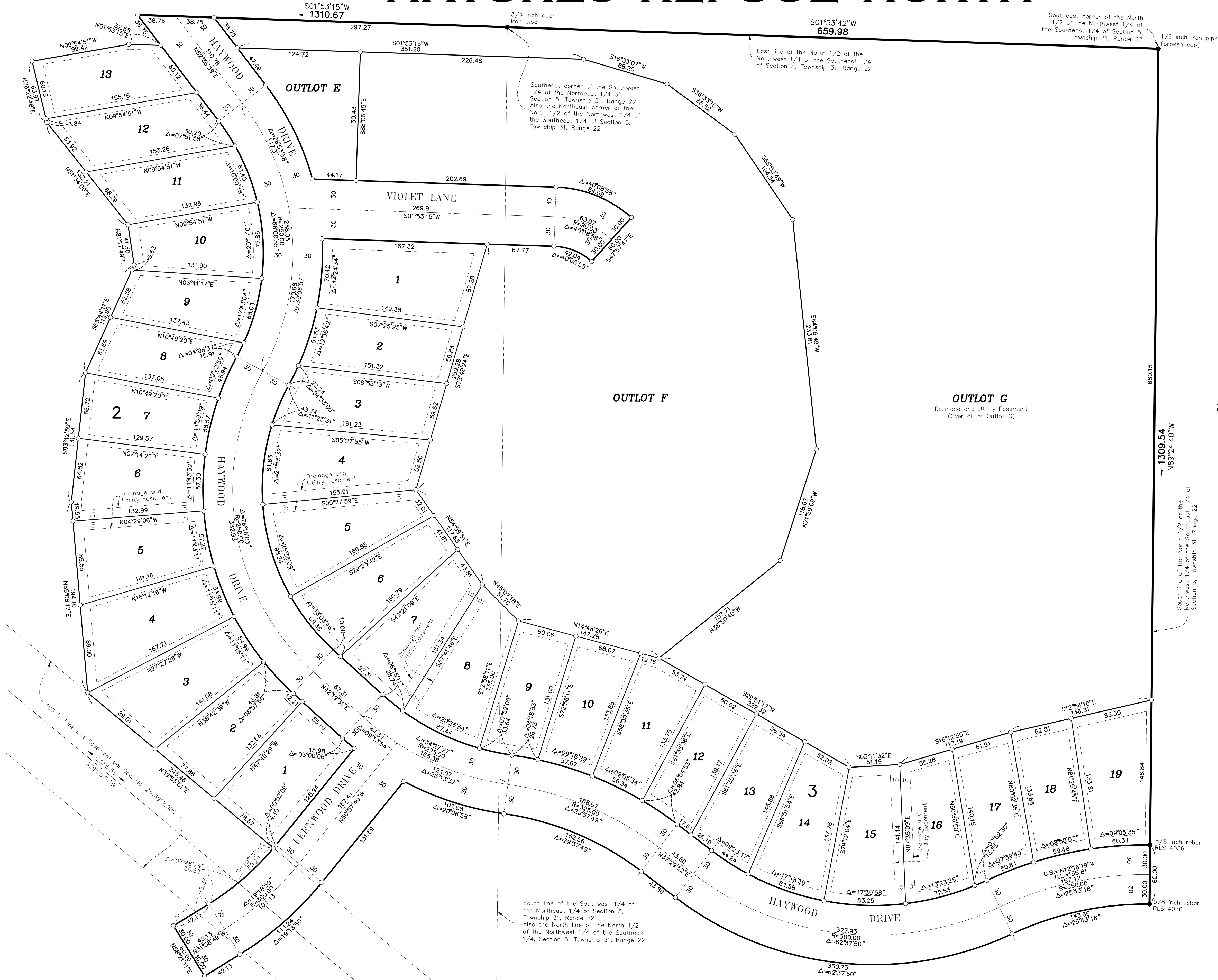


EXHIBIT B

Securities, Escrows & Fees

EXHIBIT B
Securities, Escrows & Fees

PROJECT: Natures Refuge North Grading Agreement	NUMBER OF REU's:	45
APPLICANT: M/I Homes of Minneapolis/St. Paul, LLC	NO. OF LOT FRONTAGES	48
	AREA (ACRES):	14.7

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Public)</u>	
SITE GRADING	\$0
EROSION CONTROL	\$5,000
LANDSCAPING	\$84,500
TRAIL	\$46,920
STREETS	\$538,945
STORM WATER REUSE	\$249,000
STORM SEWER CONST.	\$0
SANITARY SEWER CONST.	\$0
WATERMAIN CONST.	\$0
ENGINEERING & SURVEYING	\$43,000
Total	<u>\$967,365</u>
Letter of Credit Amount X 150%	\$1,451,048

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$0
ADMINISTRATION	\$29,030
ENGINEER PLAN REVIEW	\$2,000
ENGINEER CONSTRUCTION SERVICES	\$29,021
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$2,500
STREET LIGHT INSTALLATION	\$9,000
STREET & STORMWATER MAINTENANCE	\$2,500
PROPERTY TAXES	\$0
BOULEVARD TREE PLANTING	\$0
Total	<u>\$74,051</u>

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$157,500
PARK DEDICATION CREDIT	\$46,920
Subtotal Park Dedication Fee	\$110,580

AUAR	\$0
GIS MAPPING FEE	\$4,320
STREET LIGHTING OPERATION	\$360
Total	<u>\$115,260</u>

TRUNK SANITARY SEWER	
TRUNK CHARGE PER (ACRE OR UNIT)	\$81,045
AVAILABILITY CHARGE PER SAC UNIT	\$75,870
TRUNK SANITARY SEWER CREDIT	(\$409,777)
TRUNK WATERMAIN	
TRUNK CHARGE PER (ACRE OR UNIT)	\$116,460
AVAILABILITY CHARGE PER SAC UNIT	\$73,260
STORMWATER RE-USE CREDIT	(\$19,250)
TRUNK WATERMAIN CREDIT	(\$235,710)
TOTAL TRUNK SEWER & WATER FEES	(\$318,102)
	\$0

SURFACE WATER MANAGEMENT	\$120,954
SURFACE WATER MANAGEMENT CREDIT	\$0
TOTAL SURFACE WATER MANAGEMENT FEES	\$120,954

<u>SUMMARY OF SECURITIES, ESCROW & FEES</u>	
SECURITY: DEVELOPER IMP'MENT COSTS	\$1,451,048
ESCROW FOR CITY COSTS	\$74,051
DEVELOPMENT FEES	\$115,260
SECURITY: TRUNK FEES	\$120,954



Memorandum

To: Eric Zweber, WSB

Cc: Katie Larsen, Lino Lakes City Planner

From: Kris Keller PE, WSB
Diane Hankee PE, Lino Lakes City Engineer

Date: August 6, 2025

Re: Natures Refuge North - Preliminary Plat
Natures Refuge North 1st Addition - Final Plat
Engineering Review - 023898-000

WSB's review of the Preliminary Plat submittal for the Natures Refuge North development and the Final Plat submittal for Natures Refuge North 1st Addition in Lino Lakes, MN, prepared by Carlson and received July 9, 2025. Our comments were made on the following documents:

- Natures Refuge North Plans prepared by Carlson, dated June 26, 2025.
- Lift Station information, received July 18, 2025.

The following review comments should be responded to in writing by the applicant. There are additional redline comments on the plan set that should be responded to as well. Not all redline comments are in the review memo.

Carlson (4/25/2025) responses in **red**.

WSB (5/23/2025) responses and new comments in **blue**.

Carlson (6/6/2025) responses in **orange**.

WSB (6/25/2025) responses and new comments in **green**.

WSB (8/6/2025) responses and new comments in **purple**.

Engineering

- **General**

The Natures Refuge North Addition is the second phase of the overall Natures Refuge development which includes 60 acres north of CSAH 14 (Main Street), west of CSAH 23 (Lake Street) and east of Wood Duck Trail. The current conceptual project proposes 92 villa lots and associated infrastructure. This property was originally part of a larger development of which an Environmental Assessment Worksheet (EAW) was prepared. The evaluation concluded that the project did not have the potential for significant environmental effects.

- **Grading**

The Natures Refuge North Addition includes site grading for the 92 units as well as extensions of Haywood Drive and three local streets that are yet to be named.

Comments:

1. ~~Show EOF elevations, locations, and routes for all low points in the paved and green spaces.~~

~~Carlson (4/25/2025) EOF's have been added to all low points and ponds.~~

~~WSB (5/23/2025) Verify proposed EOFs where elevations are undetermined or where drainage may overflow in multiple directions (see plan comments)~~

~~Carlson (6/6/2025) See additional regional EOF exhibit attached. The limiting factor for EOF will be the existing home to the north at approximately 906.5~~

~~WSB (6/25/2025) Complete~~

- a. ~~EOF elevations must meet minimum freeboard requirements with building lowest opening elevations (LOEs)~~

~~Carlson (4/25/2025) EOF's elevation have been verified to meet freeboard requirements.~~

~~WSB (5/23/2025) Discuss freeboard requirements for Lot 168 (LO/WO)~~

~~Carlson (6/6/2025) Rear of pad drains towards Pond 600. The northern side of the house is shown to drain towards the CBMH. The elevation of the north side of the house should remain above 10.0 to maintain freeboard. The portion of the house that is further south and drains towards Pond 600 should remain above 07.5 to maintain freeboard.~~

~~WSB (6/25/2025) Complete — 'side berm' will need to be extended such that overflow drainage from the CB goes over the 09.0 EOF without going towards the swale by the house~~

2. ~~WSB (5/23/2025) Describe removing the existing retaining wall and coordinating grading and restoration with the adjacent property owner east of Lot 101~~

~~Carlson (6/6/2025) All coordination with the existing homeowner to be done by M/I Homes. Easement is in place to fill along the side of their house and match front yards and back yards. Homeowner to be notified prior to any work being done on their property. Overall, this will provide a better yard for both the existing home and new home.~~

~~WSB (6/25/2025) Complete — To be addressed with future plans and Lot 1 Block 1 building permit~~

3. ~~WSB (5/23/2025) Label all high points (particularly between lots along side lot lines — some missing)~~

~~Carlson (6/6/2025) Added.~~

~~WSB (6/25/2025) Complete~~

- **Stormwater Management**

Stormwater management for the Natures Refuge North Addition consists of storm sewer draining streets and yards, two sedimentation basins, and a large basin excavated for fill material. The stormwater systems shall meet the City's and Rice Creek Watershed District's (RCWD) Stormwater Management requirements. All proposed future public streets must meet City design standards. Existing and proposed discharge rates are summarized below.

Pre- and Post- Development Discharge Rates (cfs)				
Condition	2-Year	10-Year	100-Year	10-Day Snowmelt

Existing	0.26	0.95	8.68	Needed if basins landlocked
Proposed	0.45	1.07	7.46	Needed if basins landlocked

Comments:

- ~~Outflow rates increase for all modeled storm events beyond what can be attributed to model accuracy. Further attempts at providing rate control must be made. For example, ditching flows from back yards to the inlets routing to BMPs, lowering the FES north of Wetland 50 to better route flows into Pond 500, or small rate-control basins at areas that cannot reasonably be routed into a BMP.~~

~~a. If increases cannot be avoided, it must be demonstrated that they will not cause an adverse downstream impact.~~

~~Carlson (4/25/2025) Flows have been adjusted and plans modified.~~

~~WSB (5/23/2025) Updated modeling shows the total existing flow rates are maintained, decrease, or increase within model tolerance. Rate control is met with this current design.~~
- ~~The SWMP water quality calculations show 0.90 acres of existing impervious, however the HydroCAD existing modeling has 3.57 acres of unconnected roof land cover. Please clarify these differences.~~

~~Carlson (4/25/2025) Existing impervious adjusted within water quality calculations.~~

~~WSB (5/23/2025) Complete~~
- ~~Please revise the Water Quality calculations in the SWMP as they do not match HydroCAD modeling. For instance, HydroCAD modeling shows 16.86 total acres and 7.52 acres of impervious routed to Pond 600, but the SWMP has a total area of 9.77 acres and 0.196 acres of impervious.~~

~~Carlson (4/25/2025) Water quality calculation updated.~~

~~WSB (5/23/2025) The SWMP still shows incorrect land covers for the Water Quality calculations of Pond 500 and 600. The planned drainage areas well exceed 0.973 and 2.511 acres, respectively.~~

~~Additionally, 9.02 acres of impervious area are claimed to be directed to ponds 500 and 600, but the submitted HydroCAD models only include 8.59 acres of impervious in the pond subcatchments. Compared to the 11.19 acres of total proposed impervious, there is significantly more than the 15% limit of new impervious not being treated for water quality as required in RCWD Rule C.6.(e).~~

~~Comment remains open. The Water Quality calculation pages still need to be corrected and total impervious not routed to BMPs is still over the 15% threshold.~~

~~Carlson (6/6/2025) Revised.~~

~~Note that within Pond 600 calculations, Subcatchments 25B, 30, 35, 600 & 601 will flow into Pond 600. Pond 500 has 1 subcatchment. Also added calculations for runoff control at the water quality volume for both ponds.~~

~~Per discussion, the impervious not being treated is all rear yard drainage. These areas will be filtered through grassed yards, wooded outlots, wetlands, and a dry pond. TSS and TP removals will occur and can be calculated through a MIDS model if necessary. Assumption is that most if not all the TSS and TP will be removed.~~

~~WSB (6/25/2025) Complete~~
- ~~NURP criteria specify a maximum depth of 10'. Pond 500 has a depth of 11', raising the bottom elevation to 10' will bring it into NURP compliance and still keep the majority of its dead volume.~~

~~Carlson (4/25/2025) Pond 500 has been revised to a depth of 10'~~

~~WSB (5/23/2025) Complete~~

5. ~~Per new RCWD standards, any new impervious flowing to a pond designed in accordance with NURP criteria counts as full water quality treatment, therefore the full volume credit can be claimed for new impervious flowing to Pond 500 and 600 if properly designed.~~

~~Carlson (4/25/2025) Water quality revised.~~

~~WSB (5/23/2025) Complete~~

6. ~~Pond 300 should be renamed to Lake 300 as its depth is well in excess of the 10' max depth outlined in NURP criteria. Additionally, it cannot be counted as providing water quality treatment.~~

~~Carlson (4/25/2025) Note has been revised.~~

~~WSB (5/23/2025) Complete~~

7. ~~Please clarify why drainage area 26S is modeled. It is offsite and has no change from existing to proposed conditions.~~

~~Carlson (4/25/2025) 26S was modeled assuming the Street B connection to Andall may occur. We are assuming the new street will have ribbon curb and there will be no drainage increase to 26 (for now).~~

~~WSB (5/23/2025) Noted.~~

8. ~~The 2.5" event should be modeled in HydroCAD to determine runoff volumes needed for pond dead storage.~~

~~Carlson (4/25/2025) The 2.5" event is calculated within our pond spreadsheet which gives us our required dead storage through calculations within this spreadsheet.~~

~~WSB (5/23/2025) Noted, though per Comment 3 above, these calculations need to be updated.~~

~~Carlson (6/6/2025) Revised.~~

~~WSB (6/25/2025) Complete~~

9. ~~As many wetlands receiving runoff are Type 1, they are classified as highly susceptible and therefore must have no increase in bounce or inundation period for the 2- and 10-year events.~~

~~Carlson (4/25/2025) Kjolhaug environmental reviewed the wetland susceptibility and all wetlands were adjusted. No wetlands are considered highly susceptible.~~

~~WSB (5/23/2025) Complete~~

10. ~~Detailed storm sewer plans, profiles, and calculations will be needed in future submittals. This should include all utility crossings to confirm constructability and any need for insulation. It should also include structure type and sizing to confirm constructability with pipe alignments. It is likely that more storm sewer design comments will be generated at that time.~~

- a. ~~The pipe run from FES to 503 as shown has a velocity under the minimum of 3 ft/s.~~

~~Carlson (4/25/2025) The plan and profiles will be provided with final plans. Design spreadsheet and structure map provided until final plans are made.~~

~~WSB (5/23/2025) Noted. This submittal does not include a profile view of utilities. To be completed~~

11. ~~All proposed storm sewer serving public roads must be a minimum 15" diameter and consist of RCP.~~

~~Carlson (4/25/2025) Noted.~~

~~WSB (5/23/2025) Multiple stretches of 12" pipe are shown in the provided storm design sheet, such as those coming from CBs 402A, 404, 415, etc. that must be upsized to 15".~~

~~Carlson (6/6/2025) Revised.~~

~~WSB (6/25/2025) Complete~~

12. ~~Inlet spread and run calculations, especially at sag points, will be needed to confirm public roads are designed in accordance with City standards of maintaining an 8' drivable lane during the 3-year storm event.~~

~~Carlson (4/25/2025) Spread calcs added — based on 3-year event.~~

~~WSB (5/23/2025) Complete~~

13. ~~Erosion control blankets must be shown on slopes 4:1 and steeper, such as around proposed basins.~~

~~Carlson (4/25/2025) Erosion control blanket added where necessary.~~

~~WSB (5/23/2025) Erosion control blanket is shown in some locations but is missing at other 4:1 slopes. See plan markups.~~

~~Carlson (6/6/2025) Added.~~

~~WSB (6/25/2025) Complete~~

14. ~~WSB (5/23/2025) If overflows exist between wetlands in HydroCAD modeling, they should be identical in both directions. For example, the overflow from W25-B to W25-A is at 905.0, but vice versa the overflow is at 904.7.~~

~~Carlson (6/6/2025) Revised to 905.0 both directions. Note that this does change flow and HWL very slightly. Numbers updated in all plans. Everything will remain within tolerances.~~

~~WSB (6/25/2025) Complete~~

15. ~~WSB (5/23/2025) The outlet pipe for Lake 300 will need a trash guard to minimize the likelihood of clogging the 4" orifice.~~

~~Carlson (6/6/2025) Trash guards will be added with final plans. See attached draft. (final to be submitted shortly)~~

~~WSB (6/25/2025) Complete~~

- **Water Supply**

The City's water supply system well firm capacity should meet or exceed its maximum day demand. This criteria is currently constrained by poor water quality in some wells, the White Bear Lake court orders and ongoing litigation, and annual variability in water use due to drought and other factors. The City's existing firm capacity (excluding Well No. 2 due to poor water quality) is 4.38 million gallons per day (MGD). The City's maximum day demand from 2015 to 2024 was 3.87 MGD. Near-term development within the City is projected to increase the maximum day demand by 0.42 MGD, bringing it to 4.29 MGD. The City is actively pursuing Well No. 7 to increase firm capacity, but it will likely not be in service until the fall of 2026. Based on the wide annual variability in maximum day demand and its susceptibility to drought conditions, the City will continue to monitor water demands and reserves the right to impose water restrictions and to reevaluate water supply capacity.

The City has begun conversations with the Minnesota Department of Natural Resources (DNR) about permitting Well No. 7 and is awaiting confirmation whether it can be constructed at this time given the ongoing White Bear Lake litigation.

Applicant to verify water pressure is adequate for all locations within the development. The watermain may need to be looped through the site, and the watermain will need to include a 12-inch diameter trunk watermain as identified in the Comprehensive Plan. All proposed units are required to be on the municipal water supply.

Water infrastructure for the Natures Refuge North Addition has not yet been designed and will need to be submitted for preliminary plat by the applicant. It is anticipated that the existing 16" DIP trunk main on Haywood Drive will need to be extended north through the development to the eastern boundary similar to what is shown in the City's 2040 Comprehensive Plan. A 12" stub will need to be extended to the west towards Arena Acres and Andall Street. Otherwise, the development will include a water system with predominately 8- inch diameter ductile iron pipe (DIP) water main with 1-inch Type K copper services being extended to each lot, consistent with the original Natures Refuge development. Water supply will need to be evaluated in conjunction with current pending DNR water appropriation approvals.

Comments:

1. ~~Connect to existing 16" DIP Watermain~~
~~Carlson (4/25/2025) Note added.~~
~~WSB (5/23/2025) Complete~~
2. ~~Identify on all plans coordinating with utility (gas) provider for utility installation, grading, and street construction~~
~~Carlson (4/25/2025) Note added.~~
~~WSB (5/23/2025) Complete~~
3. ~~Verify potential conflicts at all utility crossings~~
 - a. ~~Maintain minimum 18" separation from watermain/services~~
~~Carlson (4/25/2025) Watermain will be adjusted (lowered) as needed to maintain separation from service crossings. This will be determined with final plans.~~
~~WSB (5/23/2025) To be completed with final plans~~
 - b. ~~Insulate when separation between storm sewer and watermain or forcemain is less than 36"~~
~~Carlson (4/25/2025) Noted. To be shown on final plans.~~
~~WSB (5/23/2025) Complete~~
4. ~~Provide barricades to protect the temporary hydrant at the ends of Street A and Street C~~
~~Carlson (4/25/2025) Barricades added and called out on site plan.~~
~~WSB (5/23/2025) Complete— Future thru street sign to be added with final plat~~
5. ~~Add a gate valve to the western leg of the Street C/D tee~~
~~Carlson (4/25/2025) Valve added~~
~~WSB (5/23/2025) Complete~~
6. ~~Extend watermain and hydrant with Street B to Andall Street with this development~~
~~Carlson (4/25/2025) Street added and grading as been adjusted.~~
~~WSB (5/23/2025) Complete~~
7. ~~WSB (5/23/2025) Show gate valve symbol at connection to existing~~
~~Carlson (6/6/2025) Revised.~~

~~WSB (6/25/2025) Complete~~

8. ~~WSB (8/6/2025)~~ The applicant shall review the water pressure at the north end of the existing Natures Refuge development in coordination with City Public Works staff

- **Sanitary Sewer**

Sanitary sewer collection for the Natures Refuge North Addition has not yet been proposed and will need to be submitted for preliminary plat by the applicant. It is anticipated that the existing 10- inch diameter poly-vinyl chloride (PVC) trunk main on Haywood Drive will be extended north to serve a portion of the proposed addition. The remainder of the addition will need to be evaluated by the applicant as to whether a lift station as shown in the City's 2040 Comprehensive Plan is necessary. If necessary, the lift station will need to be oversized to accommodate the remaining sanitary sewer district 2K and a portion of 2A. Oversizing costs for the lift station will be credited by the City. The site will otherwise be served by 8- inch diameter main along with 4-inch Schedule 40 PVC service pipe to each lot. Additional sanitary sewer stubs will be extended to the west, north, and east. The proposed sanitary sewer is consistent with the with the original Natures Refuge development.

Comments:

1. ~~Connect to existing 10" PVC SDR 35 sanitary sewer main~~
 - a. ~~Match existing slope~~

~~Carlson (4/25/2025) Note added. Existing invert and slope based on proposed stub elevation from Natures Refuge.~~

~~WSB (5/23/2025) Complete~~
2. [Lift Station]
 - a. ~~The lift station can be raised by 2 feet~~

~~Carlson (4/25/2025) Per discussion, the lift station was raised 4 feet.~~

~~WSB (5/23/2025) Complete~~
 - b. ~~Projected peak hourly flow from 228 residential units is about 120 gpm, so 8" sewers shown are sufficient.~~

~~Carlson (4/25/2025) Noted~~

~~WSB (5/23/2025) Complete~~

 - i. ~~Forcemain will be 4".~~

~~Carlson (4/25/2025) Noted~~

~~WSB (5/23/2025) Complete~~
 - c. ~~Deep 35' build at the lift station, but looks like it's needed to serve the northeast corner by gravity.~~

~~Carlson (4/25/2025) Noted~~

~~WSB (5/23/2025) Complete~~

 - i. ~~Looks like about 50' radius around wet well for excavation during construction, hopefully enough unless Geotech requires shallower embankment.~~

~~Carlson (4/25/2025) Noted. Assuming sandy soils — 1:1 minimum will be needed. Easement does cover a 50' radius from the center of~~

~~lift station. Future maintenance should be covered. Sheet piling or trench box should cover any embankment issues along the street side if for some reason the lift station needed to be repaired.~~

~~WSB (5/23/2025) Complete~~

- ~~d. Can the 12' build at the northwest corner serve the street extending north outside the service area if desired?~~

~~Carlson (4/25/2025) No. Currently it does not. Please advise if this sanitary line needs to service the area to the north.~~

~~WSB (5/23/2025) Engineering to verify with final plat~~

3. ~~Insulate all sewer with less than 7' cover~~

- ~~a. Consider lowering the watermain to limit conflicts between services and mains~~

~~Carlson (4/25/2025) Watermain will be lowered as needed for service conflicts — this will be shown with final plans.~~

~~WSB (5/23/2025) To be completed with final plans~~

4. WSB (8/6/2025) Lift station pumps shall be 5 HP for ultimate build (~200 gpm at ~55' TDH).

5. WSB (8/6/2025) The permanent standby natural gas generator does not need to be installed at this time. Instead, a receptacle for the City's portable generator and a manual transfer switch shall be installed now. The concrete slab and conduit for the future generator shall still be installed now.

6. WSB (8/6/2025) Lift Station Plan

- a. Change valve vault access and bypass castings to a single 30"x30" hatch.
- b. Extend concrete slab 3' past valve vault.
- c. Shift wet well vent pipe to west side of hatch so as not to obstruct access from driveway (still behind hatch when open).

7. WSB (8/6/2025) Electrical Plan

- a. Confirm that 240V, 3-phase power is available.
- b. Remove VFDs.
- c. Update pump and mixer horsepower.
- d. Shift light pole southeast so it's not between wet well and valve vault.

• **Transportation**

The proposed development will have a primary access from Haywood and Glenwood Drives. Which is the shortest route out the proposed neighborhood. The City also requires a connection to Andall St. to the existing Arena Acers Development. The City has an existing right of way to provide access to the easterly property.

Per the traffic study the connection to Andall St will receive minimal traffic, however it will provide connectivity for public safety and the neighborhoods it serves. This connection is in conformance with the City's Ordinances for adjoining adjacent subdivision for reasonable circulation of traffic. The City of Lino Lakes' Comprehensive Plan requires neighborhood street connections for reduced travel times and linking neighborhoods together.

The City's Engineering and Public Safety departments submit that the roadway connection to Andall Street shall be constructed as detailed below.

Trails and sidewalks

A trail is proposed extending from the south end of the development at the connection with Natures Refuge, to the north end of the development and branching west to one of the new streets. Reference the City Planner's report for trail and sidewalk detail.

Comments:

1. ~~There is little to no significant impact on the adjacent streets and intersections due to the trips expected to be generated by the proposed development.~~
~~Carlson (4/25/2025) Noted~~
~~WSB (5/23/2025) Complete~~
2. ~~There is no difference in operations with or without the Andall Street access.~~
 - a. ~~Improving Fire and Life Safety response to both neighborhoods (providing additional means of access).~~
 - b. ~~Connectivity of neighborhoods which generally results in a reduction of overall vehicle miles traveled~~
 - c. ~~Provides access for the existing neighborhood to sidewalks and trail system. Also, can provide a far safer route to/from the school with almost no need to walk/bike on CSAH 14.~~
~~Carlson (4/25/2025) Noted — Street added~~
~~WSB (5/23/2025) Complete~~
3. ~~It may be beneficial to look into providing a trail extension from the school to Basswood to provide a non-motorized connection to the school completely independent from CSAH 14.~~
~~Carlson (4/25/2025) Noted~~
~~WSB (5/23/2025) To be further reviewed with final plans~~
4. ~~The CSAH 14/Wood Duck intersection is expected to operate acceptably during full-build scenarios, however it still would improve safety by providing exclusive left-turn lanes on CSAH 14. Would get queueing vehicles out of the through lane and eliminate the potential for through vehicles to use the right-turn lanes as bypass lanes.~~
~~Carlson (4/25/2025) Noted~~
~~WSB (5/23/2025) To be further reviewed with final plans~~
5. ~~Andall Street should be constructed as a 24 foot wide roadway within the cleared path from the watermain / fire hydrant extension to the Arena Acres Development. The City will consider a sidewalk on one side of the roadway during the final plat review. It is anticipated that approximately 15 trees will be removed with the construction of the watermain and roadway. There will also be wetland impacts that will need to be mitigated.~~
~~Carlson (4/25/2025) Street has been adjusted.~~
~~WSB (5/23/2025) Complete~~
6. ~~Provide a striped crosswalk at the east end of Street C instead of having the trail cross the road~~
~~Carlson (4/25/2025) Trail adjusted. Markings to be provided with final plans~~
~~WSB (5/23/2025) To be completed with final plans~~

- a. ~~Provide pedestrian crossing and advanced pedestrian crossing signs~~
~~Carlson (4/25/2025) Pedestrian crossing will be shown with final plans.~~
~~WSB (5/23/2025) To be completed with final plans~~
- b. ~~Provide pedestrian ramps~~
~~Carlson (4/25/2025) Trail adjusted in order for pedestrian ramps to be installed~~
~~WSB (5/23/2025) Complete~~
- c. ~~Realign trail to cross Street C at a perpendicular angle~~
~~Carlson (4/25/2025) Revised~~
~~WSB (5/23/2025) Complete~~
- 7. ~~Provide barricades to protect the temporary hydrant~~
~~Carlson (4/25/2025) Barricades added and called out on site plan.~~
~~WSB (5/23/2025) Complete — Future thru street sign to be added with final plat~~
- 8. ~~Provide a separate trail easement for the public trail crossing Outlot D~~
~~Carlson (4/25/2025) This will be provided with final plans — once trail is built~~
~~WSB (5/23/2025) To be completed with final plans~~
- 9. ~~Provide road profiles meeting 30 MPH horizontal and vertical design curves~~
~~Carlson (4/25/2025) Speed limit reduction signs will be provided in lieu of meeting 30 MPH horizontal and vertical curves. These will be provided with final plans.~~
~~WSB (5/23/2025) To be completed with final plans~~

- **Wetlands and Environment**

The project proposes approximately 1.62 acres of wetland impact. A wetland replacement plan will need to be submitted, reviewed, and approved through RCWD and the City.

A Wetland Replacement Plan application must include a statement from the MnDNR, or the applicant's licensed professional, based on MnDNR database review, as to the potential presence of an endangered or threatened species or potential impact to a rare natural community (Minn. Rules 8420.0330, subp. 3.A(5); 8420.0525). Applicants should initiate this review early.

The current WCA NOD document states they are avoiding impacts to wetland 8 however, wetland 8 will be impacted with the connection to Andall Street and should be included with the impacts.

Review of the MnDNR's Natural Heritage Information System database indicates the potential presence of several protected species within and near the project area, including protected plant species. The applicant should coordinate with the DNR on the need for additional studies or surveys.

Wetland buffers meeting minimum and average requirements will be required around all wetland areas following construction. Any disturbed buffer areas should be seeded with a seed mix containing native, non-invasive, species.

- **Landscaping**

A Landscape Plan for Natures Refuge North Addition has been submitted and will be reviewed by staff and the City's Environmental Coordinator. The Environmental Coordinator will provide separate comments.

- **Floodplain**

The Natures Refuge North Addition does not impact the existing floodplain.

- **Drainage and Utility Easements**

Roadways are proposed within right-of-way and lots include standard drainage and utility easements. Larger drainage and utility easements will be required to be provided over any utilities outside the right of way and any surface water management features.

Comments:

- ~~1. More detailed storm sewer plans must be submitted to sufficiently review required drainage and utility easements over pipes.~~
 - ~~**a. This could potentially impact lot widths of existing parcels**~~

~~Carlson (4/25/2025) Design spreadsheet provided — storm depths verified easements verified.~~
~~WSB (5/23/2025) Confirm pipe depths from 401-401A and 419-407, grading seems to show pipe depths greater than 10' between the houses, this would require easement in excess of 10' to cover excavation at 1:1 slopes out from the pipe alignment. Providing profile view of pipes would simplify this check.~~
~~Carlson (6/6/2025) See attached final plan & profiles (DRAFT).~~
~~WSB (6/25/2025) Complete~~
- ~~2. Provide a separate trail easement for the public trail crossing Outlot D~~

~~Carlson (4/25/2025) Trail easement will be provided after trail is constructed.~~
~~WSB (5/23/2025) To be completed.~~
- ~~3. WSB (5/23/2025) Provide easement for temporary turnaround~~

~~Carlson (6/6/2025) Easement added. Will be provided as a separate easement document with final plans.~~
~~WSB (6/25/2025) Complete~~

- **Development Agreement**

A development agreement will be required with the final plat.

- **Grading Agreement**

Grading agreement not required at this time.

- **Stormwater Maintenance Agreement**

The stormwater maintenance for public facilities in the Natures Refuge North Addition will be covered under the City's Programmatic Stormwater Management Agreement after the

facilities have been installed and accepted by the City. Borrow areas / Lakes area will be maintained by the HOA.

- **Permits Required**

Potential permits may include some of the following and others:

1. ~~NPDES General Construction Permit~~
~~Carlson (4/25/2025) To be acquired prior to grading — will be acquired with final plans~~
~~WSB (5/23/2025) To be completed~~
2. ~~City of Lino Lakes Zoning Permit for Construction~~
~~Carlson (4/25/2025) To be with final plans~~
~~WSB (5/23/2025) To be completed~~
3. ~~Minnesota Pollution Control Agency Sanitary Sewer Extension Permit~~
~~Carlson (4/25/2025) To be with final plans~~
~~WSB (5/23/2025) To be completed~~
4. ~~Minnesota Department of Health~~
~~Carlson (4/25/2025) To be with final plans~~
~~WSB (5/23/2025) To be completed~~
5. ~~Rice Creek Watershed District Permit~~
~~Carlson (4/25/2025) To be acquired prior to grading~~
~~WSB (5/23/2025) To be completed~~
6. ~~US Army Corps of Engineers Section 404 Permit~~
~~Carlson (4/25/2025) To be acquired prior to grading~~
~~WSB (5/23/2025) To be completed~~

If you or the applicant have any questions regarding these comments, please contact Kris Keller at (612) 419-3083 or kkeller@wsbeng.com. You may also contact Diane Hanke at (651) 982-2430 or dhanke@linolakes.us.



Environmental Memo

To: Katie Larsen, City Planner
From: Tom Hoffman, Environmental Coordinator
Date: August 6, 2025
Re: Environmental Comments – Natures Refuge North Final Plat

Environmental Board had recommended the following at their March 26, 2025 meeting:

1. Coordinate with the Rare Plant Rescue group (contact Carrie Taylor at Anoka Conservation District) to allow for transport of any rare plants for which impact is unavoidable to a donor site, such as Wollan's Park Wetland Bank in Lino Lakes.
2. Show minimal plantings of oaks along the two stormwater ponds. These areas are to remain largely unplanted to encourage native plant species. A few oaks should be scattered around the basin to provide soil stabilization and screening.
 - a. Add additional oaks along the backside of pond-500. Tree spacing of approximately 200-250' will be similar to the development to the south and allow for the natural oak savannah restoration
3. Stormwater management to be reviewed by City Engineer
 - a. Use of stormwater for irrigation purposes for the site should be evaluated and if feasible required as part of site development. Larger stormwater ponds constructed for fill should be evaluated for water reuse.
 - b. Infiltration is required to be shown where feasible based on soil borings. If infiltration is not feasible follow the Minimum impact design standards (MIDS)) as designed by the MPCA
 - c. Stormwater Pond 500 and 600 are shown to be collecting drainage from wetland overflows. Verify basins are sized to handle additional runoff

- i. Credit is not given for drainage from the wetlands that is directed to the stormwater ponds
- 4. City Tree Protection Fence detail should be added to the plan sheet. Standard detail Gen-27
- 5. Trees scheduled to be preserved must have Tree Protection Fence installed in accordance with City tree protection fence detail.
- 6. Ash trees preserved will not provide any existing tree credit. All ash trees should be removed unless noted they are and will continue to be treated for EAB on two-year rotations
- 7. Seed mixes should be updated to MNDOT seed mix design numbers for final plans. Please provide more site-specific mixes for each location. Currently showing wet ditch planting for stormwater areas and tall grass roadside mix for buffer locations.
- 8. Low maintenance turf should be evaluated through out the development. Ground covers should be drought resistant to reduce the need for irrigation use.
- 9. Add a note to the landscape plan to stockpile topsoil and preserve during the project. Topsoil should be spread over the open space and natural areas to promote the existing seed bank and encourage native plants.
- 10. The project will disturb more than an acre of soil and will be required to obtain an NPDES permit. Proof of permit shall be required before construction.
 - a. A SWPPP shall be required in additional submittals as required by the MPCA meeting sections 5.2-5.26
 - b. Final erosion and sediment control will be reviewed with future submittals
- 11. Wetlands 30 and 35 are outside of the WMC buffer area. These wetlands appear to be outside of the area of disturbance. Staff recommends extending buffers around both wetlands as much as possible. Combining the buffer between the two wetlands would add the most protection and add additional wildlife benefits.
 - a.



12. Confirm wetland outlets are above the HWL for the wetlands and will not affect hydrology during final design.
13. The Andall St connection should have the minimum width as derived from the traffic study and allowed by city ordinance to allow for emergency services and public street connection. Reduction of the road width will preserve wetlands and trees through the corridor.
 - a. Trail connections should be provided along with water stubs for fire prevention.
 - b. This will be evaluated as final design of the roadway is staked.
14. Tree removal should be completed in the fall or winter to minimize impacts to migrating or nesting bat populations
15. Provide a Blandings turtle mitigation plan, surmountable curb is provided to allow turtles access off of the roads.
16. Submit the approved MN DNR Take Permit

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 7C**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: September 8, 2025

TOPIC: Clearwater Commons
i. Consider Resolution No. 25-120 Approving Final Plat
ii. Consider Resolution No. 25-121 Approving Development Agreement

VOTE REQUIRED: Simple Majority

INTRODUCTION

The applicant, Capital Real Estate, Inc., submitted a land use application for Clearwater Commons final plat. The final plat is for three (3) commercial lots north of CSAH 14 (Main Street), west of I-35E, east of 21st Avenue North and south of the park and ride. A stand-alone Chipotle Restaurant is proposed on Lot 1.

Tentative Review Schedule:

Complete Application Date:	July 18, 2025
60-Day Deadline:	September 16, 2025
Environmental Board Meeting:	N/A
Park Board Meeting:	N/A
Planning & Zoning Board Meeting:	August 13, 2025
City Council Work Session:	September 8, 2025
City Council Meeting:	September 8, 2025

This staff report is based on the following information:

- Preliminary Plat prepared by Bogart, Pederson & Associates, Inc. revision date July 10, 2025
- Final Plat prepared by Bogart, Pederson & Associates, Inc. received on July 11, 2025
- Title Commitment dated June 3, 2025

BACKGROUND

On June 9, 2025, the City Council passed Resolution No. 25-78 approving the Clearwater Commons preliminary plat. The Council staff report and resolution detail the project's consistency with the City's Comprehensive Plan and compliance with the City Code.

ANALYSIS

The final plat contains the following lots and outlots:

Parcel	Acres	Purpose
Lot 1, Block 1	1.01 acres	Chipotle Restaurant
Lot 2, Block 1	0.63 acres	Future Retail
Lot 3, Block 1	0.64 acres	Future Auto Service
Outlot A	11.88 acres	Future development
TOTAL	14.16 acres	

All additional road right-of-way along 21st Avenue North was dedicated on the Alino Addition final plat.

Findings of Fact

Per City Code Section 1001.057 Review, Approval or Denial:

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

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

The final plat substantially conforms with the preliminary plat.

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

Not applicable. This is a three (3) lot commercial subdivision.

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

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

Public Land Dedication

The City will collect cash fee in lieu of land dedication based on the acreage of the three (3) commercial platted lots.

Clearwater Commons	
2.28 acres x \$2,600 per acre =	\$5,928

Title Commitment

The City Attorney reviewed the title commitment and notes that the plat and development agreement shall be recorded before any mortgage interests.

Agreements

Stormwater Maintenance Agreement

The stormwater facilities will be privately maintained, and a Declaration for Maintenance of Stormwater Facilities will be required. Both the Rice Creek Watershed District (RCWD) and the City of Lino Lakes shall be parties to the Declaration

Development Agreement and Final Plat

A Development Agreement has been prepared by the City and shall be executed.

Site Improvement Performance Agreement

Site Improvement Performance Agreements will be required for the construction of each commercial building.

Planning & Zoning Board

The Planning & Zoning Board reviewed the final plat on August 13, 2025. Per City Code Section 1001.057 Review, Approval or Denial:

- (1) The Planning and Zoning Board shall consider the final plat and the Community Development Department shall forward the Planning and Zoning Board recommendations to

the City Council. The following requirements shall be met before consideration of the final plat by the Planning and Zoning Board:

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

The final plat substantially conforms with the preliminary plat.

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Not applicable. This is a three (3) lot commercial subdivision.

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

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

Findings of Fact

City Code Section 1001.057 (2) details requirements that shall be met before consideration of the final plat by the City Council. The attached Resolution No. 25-120 details these findings of fact.

RECOMMENDATION

Staff and the Planning & Zoning Board recommend approval of the Clearwater Commons final plat.

ATTACHMENTS

1. Preliminary Plat
2. Resolution No. 25-120
3. Final Plat
4. Resolution No. 25-121
5. Development Agreement
6. City Engineer Memo dated August 8, 2025
7. Environmental Memo dated August 6, 2025
8. MNDOT Letter dated August 5, 2025

Preliminary Plat of **CLEARWATER COMMONS**

CITY OF LINO LAKES
ANOKA COUNTY, MN

Table of Contents

1. Overview of OUTLOT A, ALINO ADDITION
2. Northern Portion of Proposed OUTLOT A, CLEARWATER COMMONS
3. Southern Portion of OUTLOT A, CLEARWATER COMMONS
4. Proposed Improvements in Lots 1 thru 3, Block 1, CLEARWATER COMMONS

Overview

Existing Property Description per Deed of Sale Doc. No. 2222872.005:
Outlot A, ALINO ADDITION, Anoka County, Minnesota

Survey Notes:

1. Reference Title Commitment No. CP73593, by Chicago Title Insurance, Dated April 24, 2024, Received September 11, 2024.
2. Portions of field edge were digitized from Autodesk Civil 3D 2020 online aerial imagery and are for reference purposes only.
3. Contours were created using MNDNR MN/Topo Lidar and RTK GPS methods (NAVD 88).
4. A wetland delineation was performed by Ken Arndt, BWSR Cert. No. 1247, of Midwest Natural Resources, Inc. Notice of Decision LGU Project No. 22-198R Dated 10/14/2022.
5. Soil Borings were conducted by American Engineering Testing, Inc. on July 29th, 2024; Project No. P-0034331. Reference soil boring report for any mottling or soil information.
6. Rice Creek Watershed District has a flood elevation of 906.7 feet (NAVD 88) for this parcel per Anna Grace, Regulator Technician at Rice Creek Watershed District.
7. Reference Record Drawings completed by WSB for 21st Ave Street and Utility Improvements dated Feb. 1, 2014.
8. Reference Record Drawings completed by EVS for Storm Sewer Improvements on "Private Entrance Road" dated April 23, 2014.
9. Reference Civil Engineering plans for proposed "CLEARWATER COMMONS" by Bogart Pederson, dated 6/18/2025.
10. Reference Certificate of Survey For Capital Real Estate, Inc. Dated 1/10/2025, File No. 24-0255.00.

Existing Lot List

OUTLOT A, ALINO ADDITION TOTAL ACREAGE: 14.16% Ac.

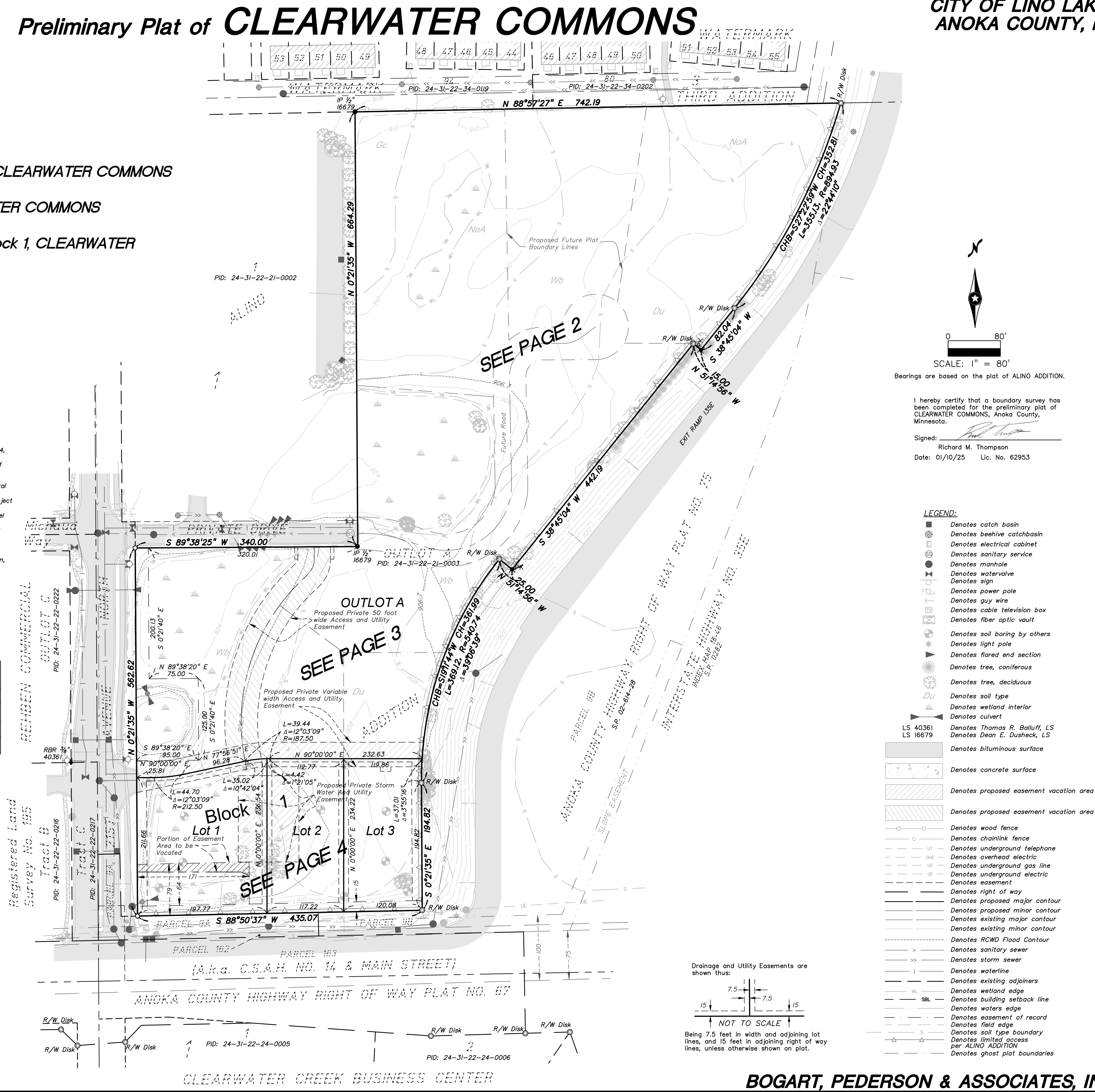
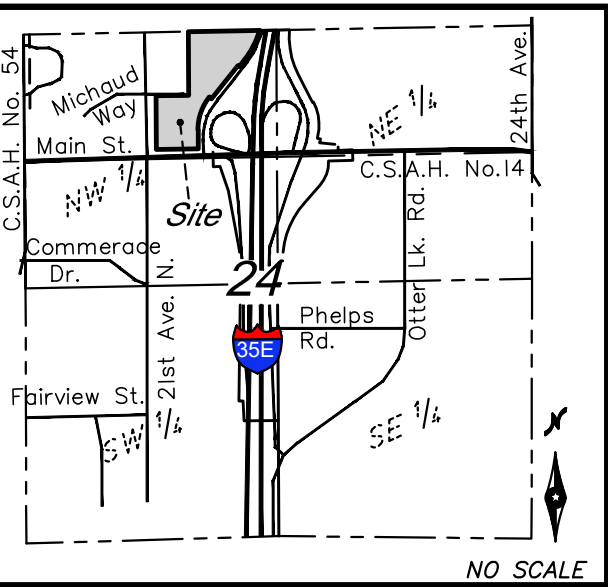
Proposed Lot List

Lot	Square Feet	Buildable Sq. Ft. Pre Wetland Mitigation	Buildable Sq. Ft. Post Wetland Mitigation
1	44,006% (1.01% Ac.)	2,172%	21,417%
2	27,588% (0.63% Ac.)	19,675%	15,796%
3	27,820% (0.64% Ac.)	19,906%	19,795%
Outlot A	517,448% (11.88Ac.)	N/A	N/A

1007.042 (3) (sub 1) General Provisions
Buildable area as defined for zoning districts with a minimum lot area less than 10 acres is defined as being contiguous buildable land exclusive of utility easements.

Wetlands are also excluded from any buildable area.

VICINITY MAP
Sec. 24, Twp. 31, Rng. 22
Anoka County, MN



- LEGEND:**
- Denotes catch basin
 - Denotes beehive catchbasin
 - Denotes electrical cabinet
 - Denotes sanitary service
 - Denotes manhole
 - Denotes water valve
 - Denotes sign
 - Denotes power pole
 - Denotes guy wire
 - Denotes cable television box
 - Denotes fiber optic vault
 - Denotes soil boring by others
 - Denotes light pole
 - Denotes flared end section
 - Denotes tree, coniferous
 - Denotes tree, deciduous
 - Denotes soil type
 - Denotes wetland interior
 - Denotes culvert
 - Denotes Thomas R. Balluff, LS
 - Denotes Dean E. Dusheck, LS
 - Denotes bituminous surface
 - Denotes concrete surface
 - Denotes proposed easement vacation area
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 - Denotes wetland edge
 - Denotes building setback line
 - Denotes waters edge
 - Denotes easement of record
 - Denotes field edge
 - Denotes soil type boundary
 - Denotes limited access per ALINO ADDITION
 - Denotes ghost plat boundaries

Drainage and Utility Easements are shown thus:

15 7.5 7.5 15

NOT TO SCALE

Being 7.5 feet in width and adjoining lot lines, and 15 feet in adjoining right of way lines, unless otherwise shown on plat.

- Bearings are based on the plot of ALINO ADDITION.
- Denotes found iron monument
 - Denotes set 1/2 inch by 14 inch iron monument with a plastic plug stamped R.L.S. 47466
 - ✕PK Denotes found PK nail
 - ⊙ Denotes found right of way disk

REFERENCE BENCHMARK:
Reference benchmark is MNDOT Geodetic monument "0282 M." 135E mile post 123.80, 92.3 feet west of Southbound 135E, and 7.2 feet east of a fence line. Elevation = 909.55 feet (NAVD 88)

PLAT BENCHMARK:
Top Nut of Hydrant located approximately 3307 feet north of the intersection of CSAH 14 and 21st Ave North, 11.7 feet North of southwest OUTLOT A, ALINO ADDITION entrance, 8.0 feet east of sidewalk ramp east of 21st Ave. North. Elevation = 912.63 feet (NAVD 88)

OWNER:
ALINO, LLC.
3435 Labore Rd
Suite #150
Vadnais Heights, MN 55110

DEVELOPER:
Capital Real Estate, Inc.
7650 Edinborough Way, Suite 200
Edina, MN 55435
(612) 313-2500

SURVEYORS & ENGINEERS:
Bogart, Pederson & Associates, Inc.
13076 First Street
Becker, MN 55308-9322
763-262-8822

TOTAL AREA: 14.16% Acres

EXISTING ZONING: General Business

PROPOSED ZONING: General Business

CITY OF LINO LAKES 2040 COMPREHENSIVE PLAN:
2017 Existing Land Use: Vacant-Commercial
2040 Future Land Use: Commercial

MINIMUMS:
Lot Width: 100 feet
Sewered Lot: 20,000 Sq. Ft.

DENOTES BUILDING SETBACKS:
Front:
Local or Minor collector: 30 feet
Major Collector or arterial street: 40 feet
Rear:
Principal building: 30 feet
Accessory building: 5 feet
Parking lot: 10 feet
Side lot line:
Principal building: 10 feet
Accessory building: 10 feet
Parking lot: 10 feet
Maximum impervious coverage: 75% of lot

DATE: 12/17/24
FIELD DATE: June 11th, 2024
BK/PG: 2.10/ Pg. 68
DRAWN BY: RT/CK
CHECKED BY: CEG/DJJ
DWG FILE: 24-0255 Prelim
FILE NO: 24-0255.00

REVISIONS:
1-2/7/25-Revisions per City
2-2/24/25-Revisions per Client
3-6/19/25-Revisions per City Comment
4-7/10/25-Added D&U easement detail

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

Signed:
Richard M. Thompson
Date: 01/10/25 Lic. No. 62953

BOGART, PEDERSON & ASSOCIATES, INC.
LAND SURVEYING
CIVIL ENGINEERING
MAPPING
13076 FIRST STREET, BECKER, MN 55308-9322
TEL: 763-262-8822 FAX: 763-262-8844

PRELIMINARY PLAT
for
Capital Real Estate, Inc.
CLEARWATER COMMONS
City of Lino Lakes
Anoka County, MN
SHEET 1 OF 4

BOGART, PEDERSON & ASSOCIATES, INC.

Preliminary Plat of **CLEARWATER COMMONS**

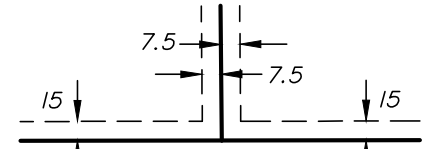
CITY OF LINO LAKES
ANOKA COUNTY, MN

SOILS CHART

Map symbol & soil name	Hydrologic group	Water table depth (in)
Du: Dundas loam	B/D	6
Gc: Glencoe loam	B/D	0
Wb: Webster loam	B/D	6
NeA: Nessel fine sandy loam, 1 to 4 percent slopes	C	30

* Data from USDA Web Soil Survey

Drainage and Utility Easements are shown thus:



NOT TO SCALE

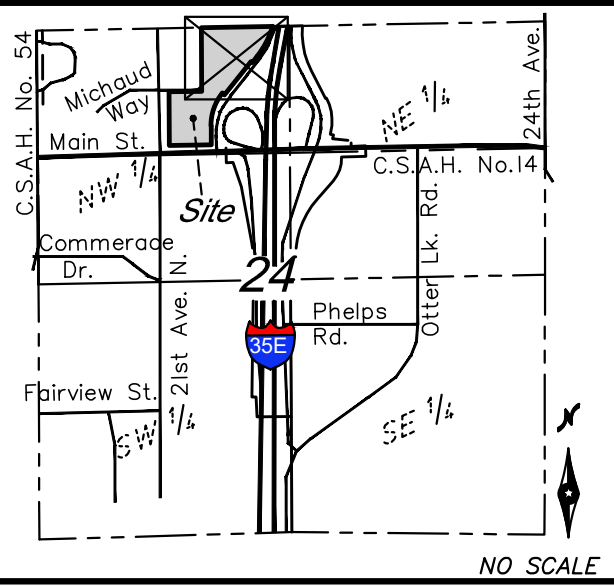
Being 7.5 feet in width and adjoining lot lines, and 15 feet in adjoining right of way lines, unless otherwise shown on plat.

I hereby certify that a boundary survey has been completed for the preliminary plat of CLEARWATER COMMONS, Anoka County, Minnesota.

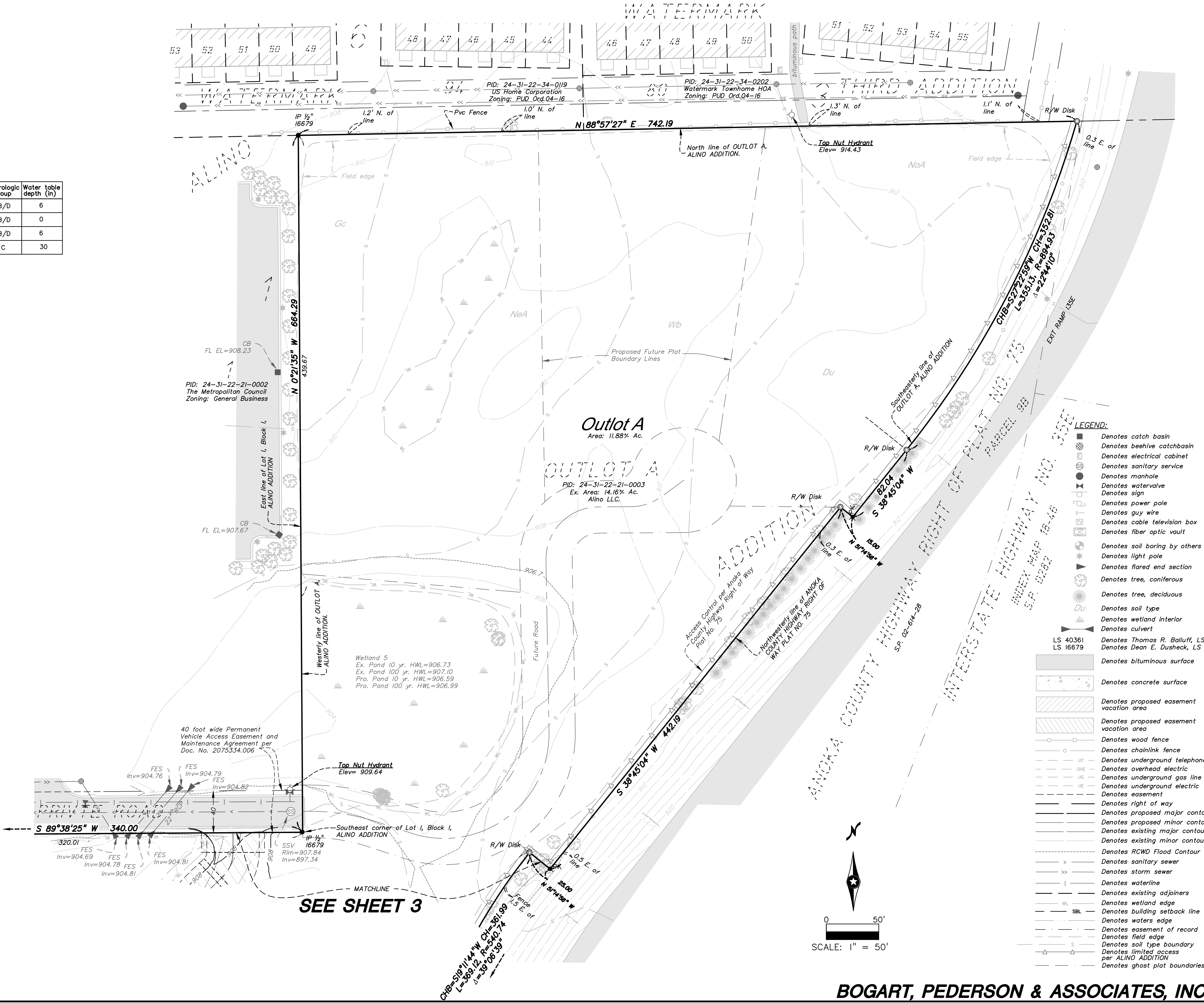
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VICINITY MAP

Sec. 24, Twp. 31, Rng. 22
Anoka County, MN



NO SCALE



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763-262-8822

TOTAL AREA: 14.16% Acres

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DATE: 12/17/24

FIELD DATE: June 11th, 2024

BK/PG: 2.10/ Pg. 68

DRAWN BY: RT/CK

CHECKED BY: CEG/DJJ

DWG FILE: 24-0255 Prelim

FILE NO: 24-0255.00

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2-2/24/25-Revisions per Client
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4-7/10/25-Added D&U easement detail

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PRELIMINARY PLAT

for

Capital Real Estate, Inc.

CLEARWATER COMMONS

City of Lino Lakes

Anoka County, MN

BOGART, PEDERSON & ASSOCIATES, INC.

Preliminary Plat of CLEARWATER COMMONS

CITY OF LINO LAKES
ANOKA COUNTY, MN

Proposed Lot List

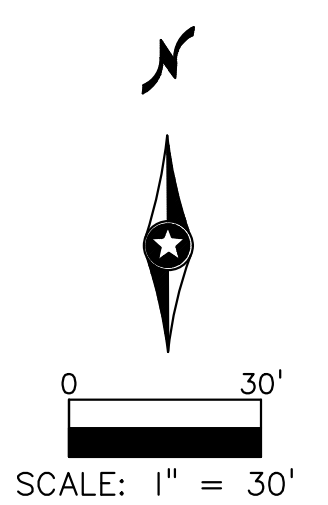
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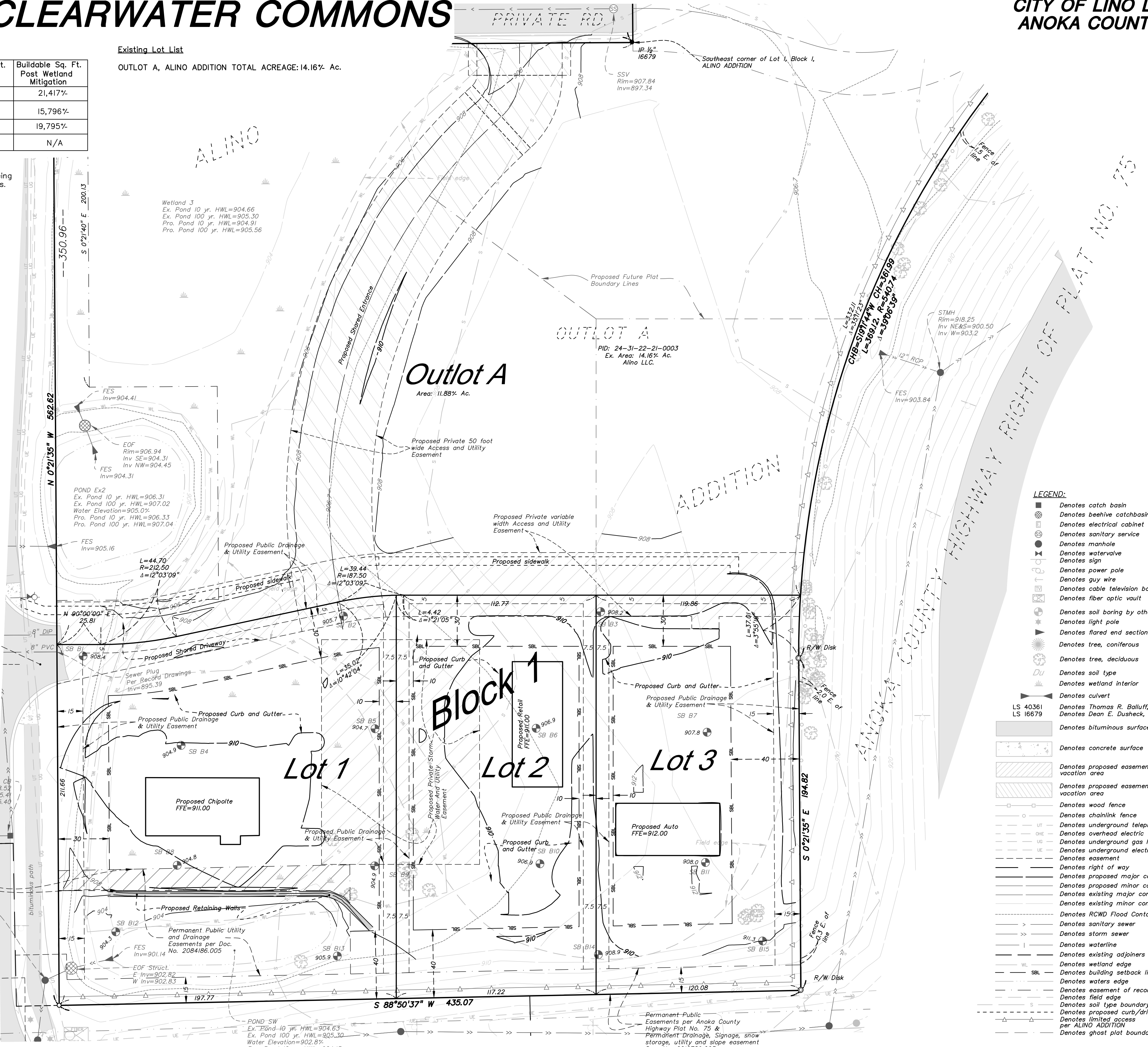
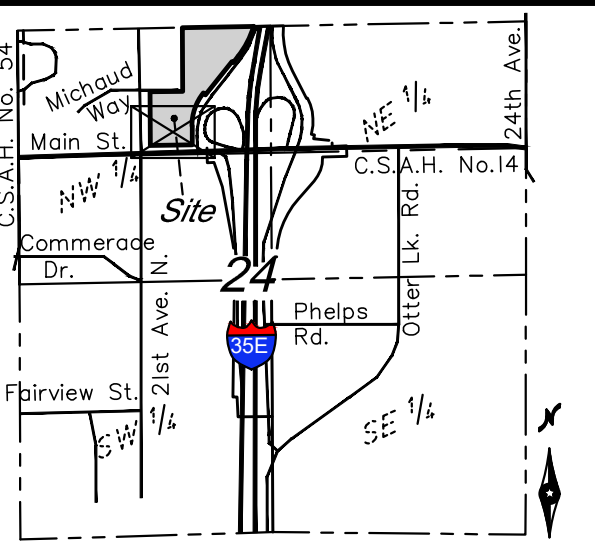
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OUTLOT A, ALINO ADDITION
Access, approximately 300 feet
North of Main Street.
Doc. No. 2075334.005

VICINITY MAP
Sec. 24, Twp. 31, Rng. 22
Anoka County, MN



LEGEND:

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TOTAL AREA: 14.16% Acres

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Local or Minor collector: 30 feet
Major Collector or arterial street:40 feet
- Rear:
Principal building: 30 feet
Accessory building: 5 feet
Parking lot: 10 feet
- Side lot line
Principal building: 10 feet
Accessory building: 10 feet
Parking lot: 10 feet
- Maximum impervious coverage:75% of lot

DATE: 12/17/24
FIELD DATE: June 11th, 2024
BK/PG: 2.10/ Pg. 68
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I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signed:
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Date: 01/10/25 Lic. No. 62953

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PRELIMINARY PLAT

for
Capital Real Estate, Inc.
CLEARWATER COMMONS

City of Lino Lakes
Anoka County, MN

BOGART, PEDERSON & ASSOCIATES, INC.

**CITY OF LINO LAKES
RESOLUTION NO. 25-120**

RESOLUTION APPROVING CLEARWATER COMMONS FINAL PLAT

WHEREAS, on July 18, 2025, the City received a complete land use application for Clearwater Commons final plat; and

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

- Preliminary Plat prepared by Bogart, Pederson & Associates, Inc. revision date July 10, 2025
- Final Plat prepared by Bogart, Pederson & Associates, Inc. received on July 11, 2025
- Title Commitment dated June 3, 2025; and

WHEREAS, on June 9, 2025, the City Council approved the preliminary plat with Resolution No. 25-78; and

WHEREAS, on August 13, 2025, the Planning & Zoning Board reviewed and recommended approval of the final plat; and

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

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

FINDINGS OF FACT

Per City Code Section 1001.057 Review, Approval or Denial:

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

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

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

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

preceding phase consists of 40 or more lots.

Not applicable. This is a three (3) lot commercial subdivision.

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

The City Attorney reviewed the title commitment and notes that the plat and development agreement shall be recorded before any mortgage interests.

(d) Completed development contract.

A Development Agreement has been completed and shall be executed.

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

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

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

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

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

1. A shared access, parking, and maintenance agreement and exhibit shall be recorded.
2. The plat and development agreement shall be recorded before any mortgage lenders.

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

1. All comments from the City Engineer memo related to the final plat dated August 8, 2025.

BE IT FURTHER RESOLVED the following items shall be addressed prior to issuing grading and/or building permits within the plat:

1. All comments from the City Engineer memo dated August 8, 2025.
2. All comments from the Environmental Coordinator memo dated August 6, 2025.
3. All comments from MNDOT letter dated August 5, 2025.
4. Recorded copies of the following documents shall be provided to the City:

- a. Final plat
- b. Development Agreement
- c. Declaration for Maintenance of Stormwater Facilities
- d. Declaration of Driveway & Utility Easement
- e. Declaration of Easements, Covenants, and Restrictions

Adopted by the City Council of the City of Lino Lakes this 8th day of September, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

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

OUTLOT A, ALINO ADDITION, Anoka County, Minnesota.

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

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

Signed: ALINO, LLC

Chief Manager

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____ by _____, Chief Manager of ALINO, LLC, a Minnesota limited liability company, on behalf of the company.

(Signature) Notary Public, _____ County, Minnesota

(Printed Name) My Commission Expires _____

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

Dated this _____ day of _____, 20_____.

Richard M. Thompson, Licensed Land Surveyor
Minnesota License No. 62953

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____ by Richard M. Thompson

(Signature) Notary Public, _____ County, Minnesota

(Printed Name) My Commission Expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

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

Mayor Clerk

COUNTY SURVEYOR

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

David M. Zieglmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator By _____ Deputy

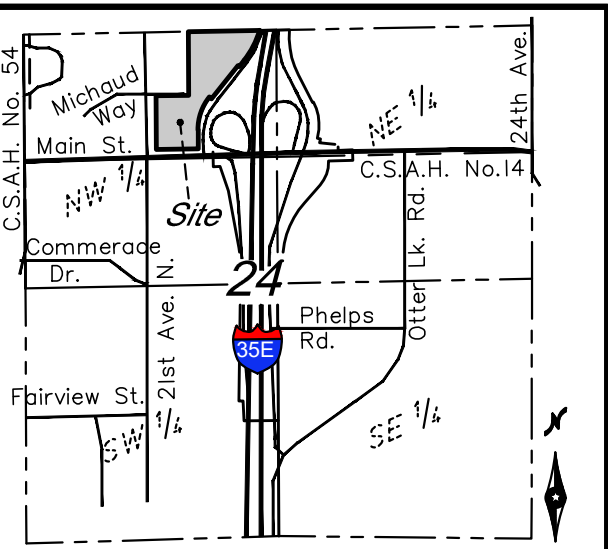
COUNTY RECORDER/REGISTRAR OF TITLES

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

By: _____ By: _____
County Recorder/Registrar of Titles Deputy

VICINITY MAP

Sec. 24, Twp. 31, Rng. 22
Anoka County, MN



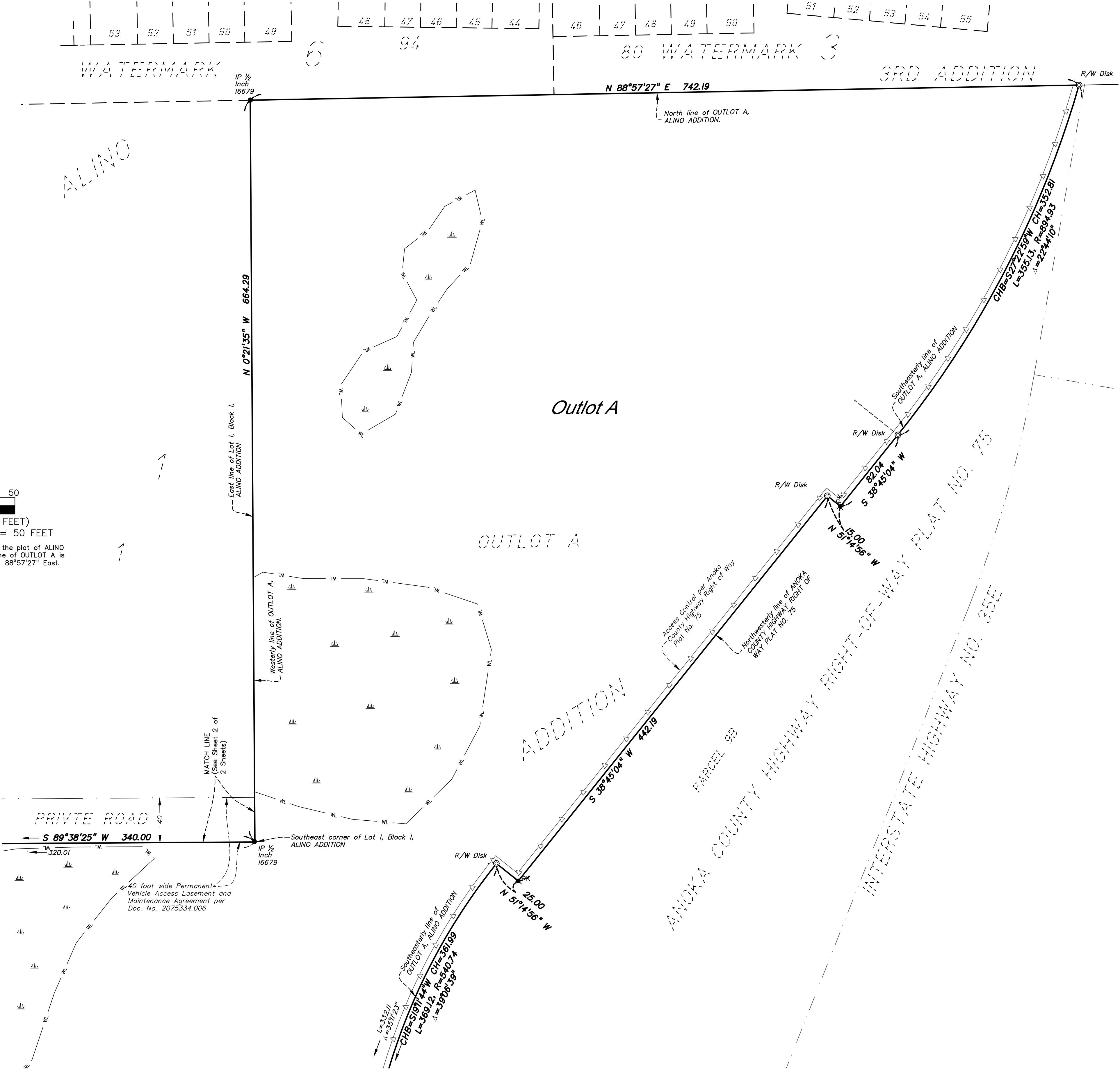
NO SCALE

LEGEND:

- Denotes found iron pipe monument
- ⊙ Denotes found right of way disk
- Wetland symbol Denotes delineated wetland
- LS 40361 Denotes Thomas R. Balluff, LS
- LS 16697 Denotes Dean E. Dusheck, LS
- Wetland symbol Denotes wetland delineation was performed by Ken Arndt, BWSR Cert. No. 1247, of Midwest Natural Resources, Inc. Notice of Decision LGU Project No. 22-198R Dated 10/14/2022.
- Triangle symbol Denotes limited access per ALINO ADDITION
- Dashed line symbol Denotes easement
- Dashed line symbol Denotes easement of record
- Solid line symbol Denotes existing adjoiners
- Dashed line symbol Denotes right of way
- Dashed line symbol Denotes waters edge

CLEARWATER COMMONS

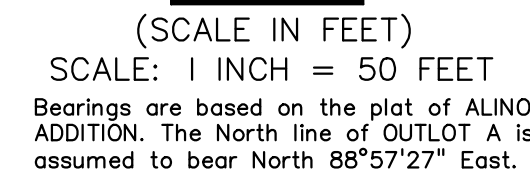
CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 24, TWP. 31, RNG. 22



BOGART, PEDERSON & ASSOCIATES, INC.

Sheet 1 of 2 Sheets

**CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 24, TWP. 31, RNG. 22**



- | | |
|-----------|--|
| ● | Denotes found iron pipe monument |
| ○ | Denotes set $\frac{1}{2}$ inch by 14 inch iron pipe monument with a plastic plug stamped R.L.S. 62953 |
| ⊙ | Denotes found right of way disk |
| ⊗ | Denotes $\frac{1}{2}$ inch by 14 inch iron pipe monument with a plastic plug stamped R.L.S. 62953 to be set within one year of platting date |
| <u>dl</u> | Denotes delineated wetland |
| LS 40361 | Denotes Thomas R. Balluff, LS |
| LS 16697 | Denotes Dean E. Dusheck, LS |
| w. | Denotes wetland delineation was performed by Ken Arndt, BWSR Cert. No. 1247, of Midwest Natural Resources, Inc. Notice of Decision LGR Project No. 22-198R Dated 10/14/2022. |
| △ | Denotes limited access per ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 75 |
| ○ | Denotes limited access per plot of ALINO ADDITION |
| — — — — — | Denotes easement |
| — — — — — | Denotes easement of record |
| — — — — — | Denotes existing adjoiners |
| — — — — — | Denotes right of way |
| — — — — — | Denotes waters edge |

NOT TO SCALE



**CITY OF LINO LAKES
RESOLUTION NO. 25-121**

RESOLUTION APPROVING CLEARWATER COMMONS DEVELOPMENT AGREEMENT

WHEREAS, on September 8, 2025 the City Council passed Resolution No. 25-120 approving Clearwater Commons final plat; and

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

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

Adopted by the City Council of the City of Lino Lakes this 8th day of September, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

DEVELOPMENT AGREEMENT

Clearwater Commons

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

1. **Subdivision.** Developer received preliminary plat approval from the City by Resolution No. 25-78 for a plat known as Clearwater Commons ("Subdivision"). Unless otherwise stated, all terms and conditions of this Agreement relate to work within the Subdivision.
2. **Final Plat Approval.** The City's approval of the final plat of Clearwater Commons is contingent upon execution and delivery of this agreement, all required petitions, bonds, security, and other documents required by the City, and satisfaction of all conditions of approval required by Resolution No. 25-120. The Final Plat including 3 lots is attached hereto as Exhibit A.
3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the City and are fully executed.
4. **Developer Plans.**
 - a. The Subdivision shall be developed in accordance with the following Developer Plans, original copies of which are on file with the City Engineer. The Developer Plans may be prepared and revised after entering into this Agreement but must be approved by the City before commencement of any work. If the plans vary from the written terms of this Agreement, this Agreement shall control.
 - b. The Developer Plans as of the date of this Agreement are:
 - i. Final Plat prepared by Bogart, Pederson & Associates, Inc. received on July 11, 2025.
 - ii. Clearwater Commons Street and Utility Construction plan set containing 24 sheets, revision dated July 10, 2025, prepared by Bogart, Pederson & Associates, Inc. received on July 11, 2025.
5. **Permits.** The Developer shall be responsible for securing all site grading and development approvals and all other required permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of site grading or construction and prior to the City awarding construction contracts for public improvements.

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

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

a. Site Grading

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

b. Grading and Erosion Control

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

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

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

Developer shall be responsible for vegetative restoration of ponding areas, outlots, wetland mitigation areas, and other native planting areas identified on the plans in accordance with City Standard Specifications for Construction. Developer shall provide a contract with a qualified firm for the establishment and maintenance of all open space / native plant areas. Said contract shall cover a minimum of the 3 year establishment period, from the date of planting.
 - j. The Developer shall arrange for all gas, telecommunications, cable, internet, electric, and other necessary private utility services to the Subdivision in accordance with City Code and State law. The utilities are required to be located within a joint trench. Street light installations shall be initiated by the Developer with City Engineer approval. The Developer is solely responsible for the cost of private utility and internet installation.
 - k. The Developer shall install mailboxes in accordance with Federal and Postal Service regulations.
 - l. The Developer shall install wetland buffer signs per City standard detail plates prior to the issuance of building permits.
7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by November 31, 2025. The Developer may request a reasonable extension of time from the City. If the extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
8. **City Improvements.**

No City installed improvements are proposed to be constructed for this subdivision.
9. **Record Drawings.**

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

10. Faithful Performance of Construction Contracts and Security.

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

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

- ii. Administration - 3% of Developer Improvement Costs
- iii. City Engineering and Legal
- iv. Street lighting installation is not applicable
- v. Boulevard tree planting
- vi. Street, storm sewer and pond maintenance
- vii. Property Taxes. Should the recording of the Final Plat occur after July 1st, any and all property taxes on any public property dedicated as a part of this plat shall be the responsibility of the Developer.

- b. If the above escrow amounts are insufficient, the Developer shall make such additional deposits as required by the City. The City shall have a right to reimburse itself from the Escrow with suitable documentation supporting the charges.

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

- a. Park Dedication

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

Clearwater Commons	
2.28 acres x \$2,600 per acre =	\$5,928

- b. Maintenance and energy costs for street lights installed within the Subject Property is not applicable.
- c. GIS Mapping Fees
- d. Trunk Sewer Connection Fees

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

Trunk Charge

The trunk charge shall be paid at the time of subdivision approval or at the time of hook-up, whichever is first. Commercial/Industrial/Institutional (CII) trunk charges

are based on a factor of 2.92 units per acre.

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

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). Residential uses shall be assigned one unit per dwelling unit unless otherwise noted by MCES.

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

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

e. Trunk Water Connection Fees

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

Trunk Charge

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

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

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). Residential uses shall be assigned one unit per dwelling unit unless otherwise noted by MCES.

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

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

f. Surface Water Management Area Charges

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

17. Assessment of Charges and Waiver of Rights.

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

City shall issue a certificate showing the assessments are paid in full. Notwithstanding the issuance of said certificate, the Developer shall be liable to the City for any deficiency and the City shall pay the Developer any surplus arising from the payment based upon such estimate.

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

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

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

19. **Special Provisions.**

- a. The property is subject to deferred assessments. Assessments are due to be paid in full to the City at the time of Final Plat. Being reviewed by City Attorney.

20. **Hours of Construction Activity.**

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

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

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

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

23. **General.**

- a. Binding Effect

The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subdivision and shall be deemed covenants running with the land, unless otherwise released pursuant to section 14 of this Agreement.

b. Validity.

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

c. Notices

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

ALino LLC
3435 Labore Rd, Ste 150
Vadnais Heights, MN 55110
Paul@tymeproperties.com

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

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

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

CITY OF LINO LAKES

By _____
Mayor

ATTEST

By _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

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

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

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

Notary Public

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

DEVELOPER

By _____

Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

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

Notary Public

This instrument was drafted by:

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

CONSENT AND SUBORDINATION

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

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

By:

Its:

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

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

Notary Public

EXHIBIT A

Final Plat

Legal Description for Recording Purposes

All lots, blocks, and outlots contained in Clearwater Commons
according to the recorded plat thereof.

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

OUTLOT A, ALINO ADDITION, Anoka County, Minnesota.

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

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

Signed: ALINO, LLC

Chief Manager

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____ by _____, Chief Manager of ALINO, LLC, a Minnesota limited liability company, on behalf of the company.

(Signature) _____ Notary Public, _____ County, Minnesota

(Printed Name) _____ My Commission Expires _____

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

Dated this _____ day of _____, 20_____.

Richard M. Thompson, Licensed Land Surveyor
Minnesota License No. 62953

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____ by Richard M. Thompson

(Signature) _____ Notary Public, _____ County, Minnesota

(Printed Name) _____ My Commission Expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

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

Mayor _____ Clerk _____

COUNTY SURVEYOR

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

David M. Zieglmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator _____ By _____ Deputy

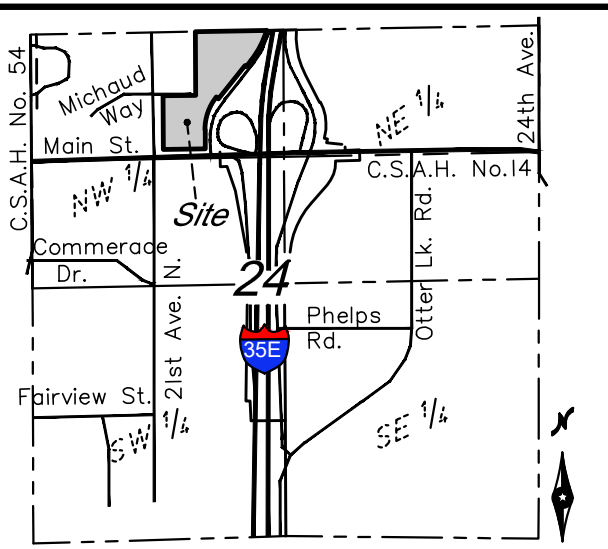
COUNTY RECORDER/REGISTRAR OF TITLES

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

By: _____ County Recorder/Registrar of Titles By _____ Deputy

VICINITY MAP

Sec. 24, Twp. 31, Rng. 22
Anoka County, MN



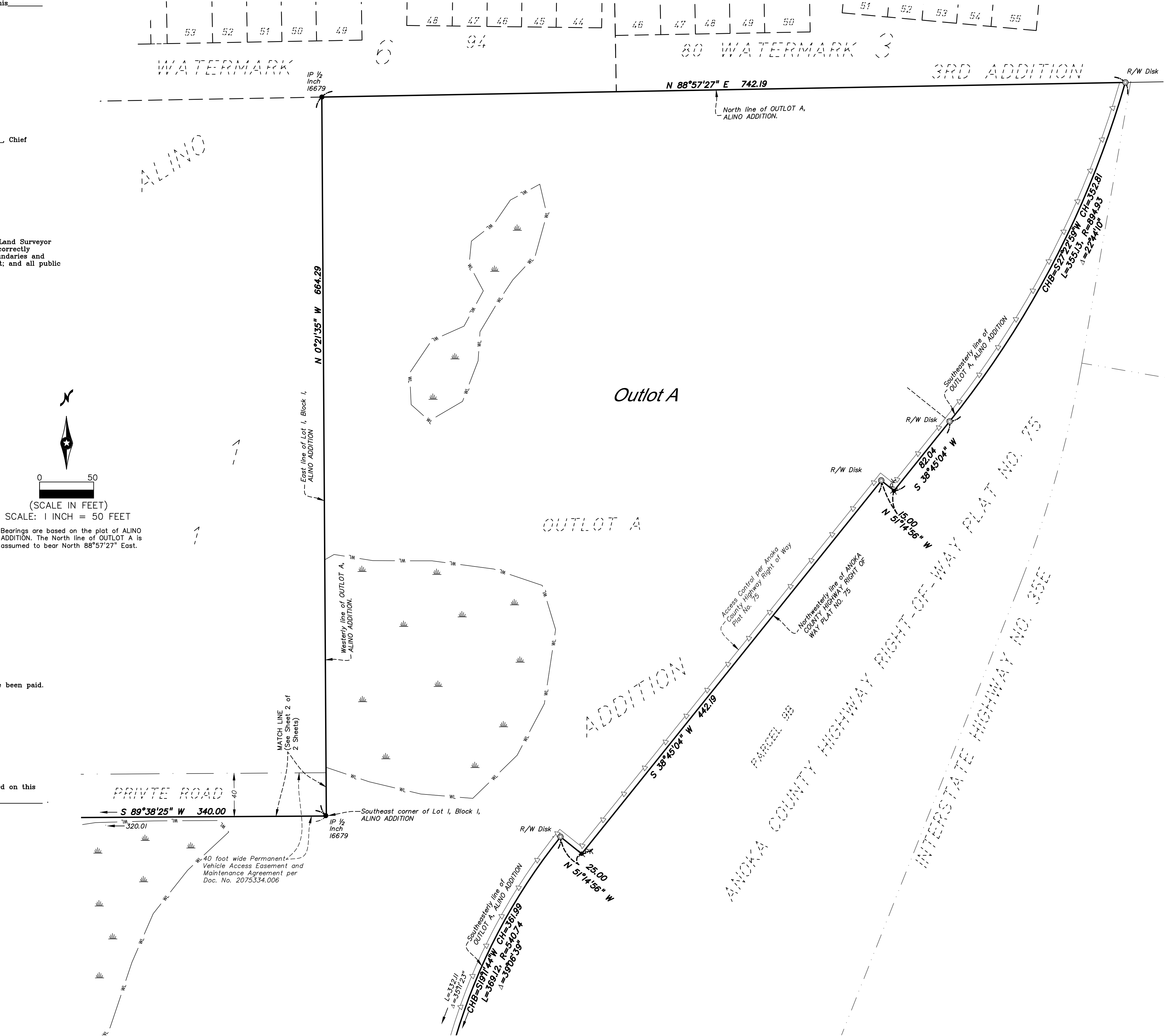
NO SCALE

LEGEND:

- Denotes found iron pipe monument
- ⊙ Denotes found right of way disk
- Wetland symbol Denotes delineated wetland
- LS 40361 Denotes Thomas R. Balluff, LS
- LS 16697 Denotes Dean E. Dusheck, LS
- Wetland symbol Denotes wetland delineation was performed by Ken Arndt, BWSR Cert. No. 1247, of Midwest Natural Resources, Inc. Notice of Decision LGU Project No. 22-198R Dated 10/14/2022.
- Triangle symbol Denotes limited access per ALINO ADDITION
- Dashed line symbol Denotes easement
- Dashed line symbol Denotes easement of record
- Solid line symbol Denotes existing adjoiners
- Dashed line symbol Denotes right of way
- Dashed line symbol Denotes waters edge

CLEARWATER COMMONS

CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 24, TWP. 31, RNG. 22



BOGART, PEDERSON & ASSOCIATES, INC.

Sheet 1 of 2 Sheets

CLEARWATER COMMONS

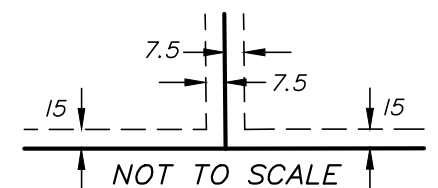
CITY OF LINO LAKES
COUNTY OF ANOKA
SEC. 24, TWP. 31, RNG. 22

(SCALE IN FEET)
SCALE: 1 INCH = 50 FEET
Bearings are based on the plat of ALINO ADDITION. The North line of OUTLOT A is assumed to bear North 88°57'27" East.

LEGEND:

- Denotes found iron pipe monument
- Denotes set 1/2 inch by 14 inch iron pipe monument with a plastic plug stamped R.L.S. 62953
- ⊙ Denotes found right of way disk
- ⊙ Denotes 1/2 inch by 14 inch iron pipe monument with a plastic plug stamped R.L.S. 62953 to be set within one year of platting date
- Denotes delineated wetland
- LS 40361 Denotes Thomas R. Balluff, LS
- LS 16697 Denotes Dean E. Dusheck, LS
- Denotes wetland delineation was performed by Ken Arndt, BWSR Cert. No. 1247, of Midwest Natural Resources, Inc. Notice of Decision LGU Project No. 22-198R Dated 10/14/2022.
- Denotes limited access per ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 75
- Denotes limited access per plat of ALINO ADDITION
- Denotes easement
- Denotes easement of record
- Denotes existing adjoiners
- Denotes right of way
- Denotes waters edge

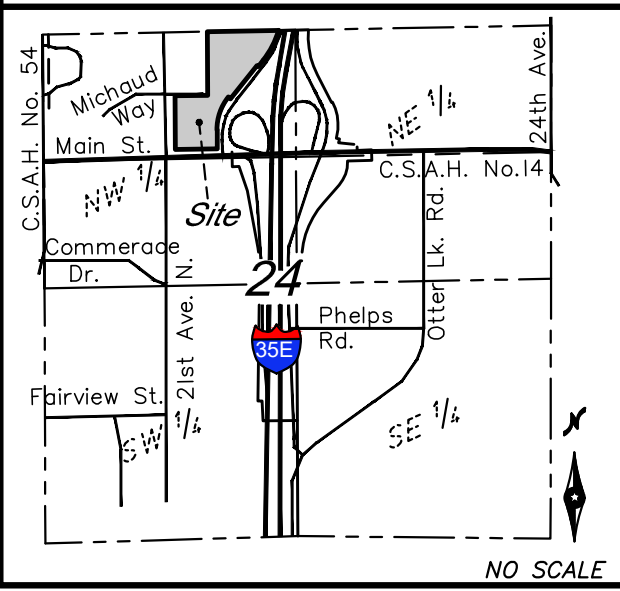
Drainage and Utility Easements are shown thus:



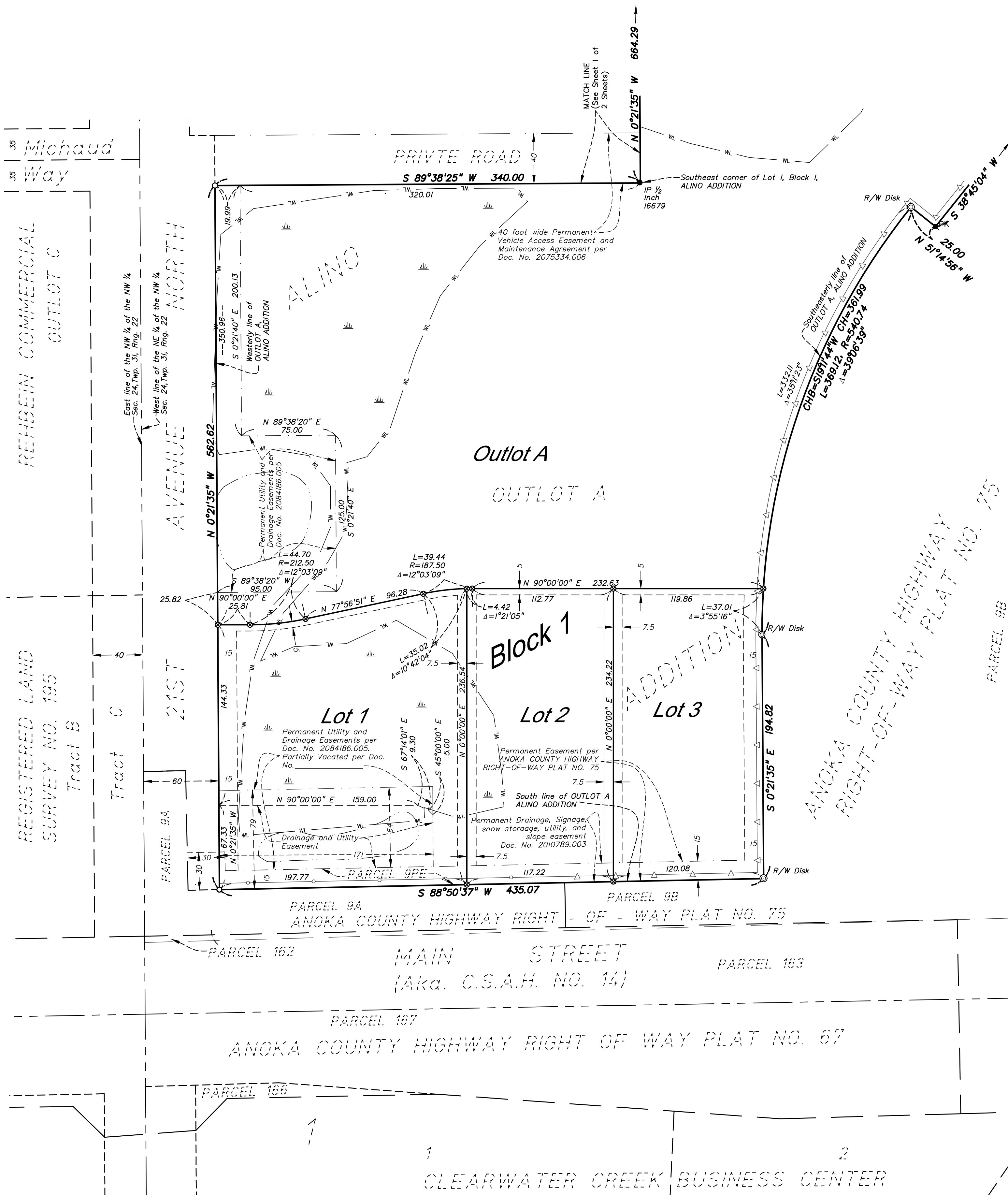
Being 7.5 feet in width and adjoining lot lines, and 15 feet in adjoining right of way lines, unless otherwise shown on plat.

VICINITY MAP

Sec. 24, Twp. 31, Rng. 22
Anoka County, MN



NO SCALE



BOGART, PEDERSON & ASSOCIATES, INC.

Sheet 2 of 2 Sheets

EXHIBIT B

Securities, Escrows & Fees

EXHIBIT B
Securities, Escrows & Fees

PROJECT: CLEARWATER COMMONS	NUMBER OF REU's: 3
APPLICANT: ALINO, LLC	NO. OF LOT FRONTAGE: NA
	AREA (ACRES): 2.28

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Public)</u>	
SITE GRADING	\$0
EROSION CONTROL	\$0
LANDSCAPING	\$0
TRAIL	\$0
STREETS	\$0
STORM SEWER CONST.	\$0
SANITARY SEWER CONST.	\$0
WATERMAIN CONST.	\$0
ENGINEERING & SURVEYING	\$0
Total	\$0
Letter of Credit Amount X 150%	\$0

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$0
ADMINISTRATION	\$2,000
ENGINEER PLAN REVIEW	\$2,000
ENGINEER CONSTRUCTION SERVICES	\$0
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$2,200
STREET LIGHT INSTALLATION	\$3,000
STREET & STORMWATER MAINTENANCE	\$2,000
PROPERTY TAXES	\$0
BOULEVARD TREE PLANTING	\$0
Total	\$11,200

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$5,928
PARK DEDICATION CREDIT	\$0
Subtotal Park Dedication Fee	\$5,928
AUAR	\$741
GIS MAPPING FEE	\$270
STREET LIGHTING OPERATION	\$120
Total	\$7,059

TRUNK SANITARY SEWER	
TRUNK CHARGE PER (ACRE OR UNIT)	\$11,990
AVAILABILITY CHARGE PER SAC UNIT	WITH BUILDING PERMIT
TRUNK SANITARY SEWER CREDIT	\$0
TRUNK WATERMAIN	
TRUNK CHARGE PER (ACRE OR UNIT)	\$17,230
AVAILABILITY CHARGE PER SAC UNIT	WITH BUILDING PERMIT
TRUNK WATERMAIN CREDIT	\$0
TOTAL TRUNK SEWER & WATER FEES	\$29,220
SURFACE WATER MANAGEMENT	
SURFACE WATER MANAGEMENT	\$27,909
SURFACE WATER MANAGEMENT CREDIT	\$0
TOTAL SURFACE WATER MANAGEMENT FEES	\$27,909
Total	\$57,129

<u>SUMMARY OF SECURITIES, ESCROW & FEES</u>	
SECURITY: DEVELOPER IMP'MENT COSTS	\$0
ESCROW FOR CITY COSTS	\$11,200
DEVELOPMENT FEES	\$7,059
SECURITY: TRUNK FEES (CASH)	\$57,129



Memorandum

To: Katie Larsen, Lino Lakes City Planner
From: Diane Hankee PE, Lino Lakes City Engineer
Date: August 8, 2025
Re: Clearwater Commons
Final Plat Review
028758-000

WSB reviewed the Final Plat submittal for the Clearwater Commons site in Lino Lakes, MN, received July 11, 2025. The site is approximately 14.1 acres and located east of 21st Avenue and north of Main Street. Comments were made on the following documents:

- Clearwater Commons – Final Plat submittal prepared Bogart, Pederson & Associates, dated July 10, 2025, received July 14, 2025.

The following review comments should be responded to in writing by the applicant. There are additional redline comments on the plan set that should be responded to as well. Not all redline comments are in the review memo.

BPA (7/7/2025) responses in red.
WSB (8/6/2025) responses and new comments in blue.

Engineering

- **General**

The Clearwater Commons commercial development proposes to create three (3) current commercial lots with looping access from 21st Avenue North through the site to the private street to the north and outlots the remaining area for future commercial development. A Master plan was provided that laid out an idea of how the remaining outlotted areas could be platted in the future.

- **Grading**

A grading and drainage plan was provided for the site which included paved areas, curb, and retaining walls for the initial Chipotle site as well as the looping access to the private road to the north.

Comments:

1. ~~See comments provided on Chipotle Site review memo and plan redlines~~
~~BPA (7/7/2025) Redline comments received and reviewed and revisions have~~
~~been incorporated into revised plans resubmitted.~~
WSB (8/6/2025) Complete

2. ~~Provide all structure inlet elevations~~

~~BPA (7/7/2025) Additional grade elevations are called out on the grading plan where inlets of structures are. Full structure information is provided on the utility plan.~~

~~WSB (8/6/2025) Complete~~

3. ~~Provide EOF elevations, locations and routes for all low points~~

~~BPA (7/7/2025) EOF's are now clearly shown for all low points.~~

~~WSB (8/6/2025) Complete~~

4. ~~Per Anoka County Review~~

- a. ~~Internal site grading shall not commence until the requested ACHD Engineering plan approvals are received and the applicable permits can be issued.~~

~~BPA (7/7/2025) Comment noted~~

~~WSB (8/6/2025) Complete~~

- b. ~~As proposed, the plat will not introduce any new access points onto CSAH 14, and the right of access is dedicated to Anoka County in the plat. Any existing driveways and field entrances shall be removed, and the ditch section restored to match existing depth, slope, and grades.~~

~~BPA (7/7/2025) Comment noted~~

~~WSB (8/6/2025) Complete~~

- c. ~~Please note that no plantings or private signs will be permitted within the county right of way and care must be exercised when locating private signs, building, structures, plantings, berms, etc. outside of the county right of way, so as not to create any new sight obstructions for this section of CSAH 14.~~

~~BPA (7/7/2025) This note has been added to the landscaping plan~~

~~WSB (8/6/2025) Complete~~

- **Stormwater Management**

The stormwater management calculations for the Clearwater Commons preliminary plat match those of the Chipotle site, see comments for that site. Additional comments on detailed storm sewer review may still come up for the non-Chipotle lots as they submit for site plan reviews.

The SWMP dated 4/25/25 appears to largely address Stormwater Management comments made for the Chipotle site. However, detailed review of those comments will be made with a resubmittal for that site.

- **Water Supply**

The existing 8" watermain stub at the intersection with 21st Avenue will be utilized and extended to the eastern limits of the development to serve the 3 commercial lots to the south and potentially one or more of the future commercial lots to the north.

Comments:

1. We recommend that the City Deputy Director of Public Safety-Fire Division review the proposed plan for water supply and hydrant coverage.

- a. Verify adequate fire flows for 8" non-looped design
BPA (7/7/2025) See Fire Flow Test Review letter from Nova Fire Protection enclosed. Available flow and pressure is sufficient for proposed development.
WSB (8/6/2025) Provide turning movement diagram for emergency access to the hydrants and sites
- 2. ~~Call out all utility crossings~~
 - a. ~~Provide minimum 18" separation between water and sewer~~
 - b. ~~Insulate when separation between water and storm sewer is less than 36"~~
BPA (7/7/2025) Utility crossing invert and top elevations are now called out.
WSB (8/6/2025) Complete
- 3. ~~Provide utility service(s) for future commercial lots to the north~~
 - a. ~~Consider extending watermain along access road north and looping to Michaud Way to improve resiliency and limit impacts to the roadway with possible future utility installations.~~
BPA (7/7/2025) Utility services are now provided to the 2 lots on the north side of the east-west drive aisle. It is infeasible to connect the water main to the north. Future lots on the north will be able to extend that watermain as needed.
WSB (8/6/2025) Complete
- 4. ~~Note existing 8" gate valve shown on watermain stub in record plans~~
 - a. ~~Test existing gate valve (2015) and~~
~~if keeping~~
 - i. ~~Connect to existing 8" DIP watermain; delete proposed 8" gate valve~~
BPA (7/7/2025) The existing gate valve is proposed to be kept. A note has been added to field test existing gate valve.
WSB (8/6/2025) Complete
 - ~~if not keeping~~
 - ii. ~~Remove existing 8" DIP pipe back to and including existing gate valve; Connect to existing 8" DIP watermain with new 8" gate valve~~
- 5. ~~Install 8" gate valve to isolate Lot 1/Chipotle service~~
BPA (7/7/2025) Gate valve has been added
WSB (8/6/2025) Complete
- 6. ~~Call out phase limits for Lot 2 water service~~
BPA (7/7/2025) These limits are now more clearly called out.
WSB (8/6/2025) Complete

- **Sanitary Sewer**

The existing 8" sanitary sewer stub at the intersection with 21st Avenue will be utilized and extended to the eastern limits of the development to serve the 3 commercial lots to the south and potentially one or more of the future commercial lots to the north.

Comments:

- 1. ~~Match existing sanitary sewer pipe slope (0.40% – field verify) from connection through to first structure~~
BPA (7/7/2025) The sanitary sewer is now matching the existing slope

~~WSB (8/6/2025) Complete~~

- ~~2. Adjust SAN MH 1-6 location such that angles are at or greater than 90 degrees~~
 - ~~a. Avoid placing in proposed wheel paths~~

~~BPA (7/7/2025) This MH has been adjusted to get the 90 degree connection and be in the middle of the right drive lane.~~

~~WSB (8/6/2025) Complete~~
 - ~~b. Better clarify (provide detail) how the proposed 3'+ drop will be achieved~~

~~BPA (7/7/2025) Now a small 1 foot drop is proposed, which can utilize the existing detail.~~

~~WSB (8/6/2025) Complete~~
- ~~3. Consider 6" (instead of 4") diameter services for Lots 1& 2 for future flexibility of commercial tenants~~

~~BPA (7/7/2025) 6" services are now proposed~~

~~WSB (8/6/2025) Complete~~
- ~~4. DOLI typically requires minimum 2.00% slope with service pipes less than 8"~~

~~BPA (7/7/2025) These services are now 2%.~~

~~WSB (8/6/2025) Complete~~
5. WSB (8/6/2025) Sanitary sewer manhole/castings close to proposed curb line
 - a. Sanitary sewer structures should be shifted to the roadway centerline
 - b. Maintain 10' horizontal separation from watermain

- **Transportation**

The current Clearwater Commons development proposes extending an access road to the east from the existing entrance at 21st Avenue and extending to the eastern development limits. A second access road is proposed to be teed from the first access road to the north to connect to Michaud Way. A traffic study and analysis was conducted for the overall development and all redline comments have been addressed.

Comments:

1. A right-in right-out access is required at the intersection of the access road with 21st Avenue
 - a. A median (porkchop) at the intersection will be required to direct traffic

~~BPA (7/7/2025) A median is now incorporated at the entrance. A Right only sign is also included.~~

~~WSB (8/6/2025) See Figure 6-2.9 in the MnDOT Traffic Engineering Manual for required regulatory signage and general pork chop shape at right-in/right-out intersections.~~
- ~~2. The submitted Traffic Impact Study is in the process of being reviewed and additional comments will be forthcoming.~~

~~BPA (7/7/2025) See revised Traffic Study and Comment Response letter.~~

~~WSB (8/6/2025) All comments have been addressed.~~
3. Provide specific typical sections for access roads
 - a. Note proposed road crown or cross drainage.

~~BPA (7/7/2025) A typical section for the access road is now included~~
~~WSB (8/6/2025) Typical section added to sheet C24.~~

~~4. Per Anoka County Review~~

- ~~a. As proposed, the plat will not introduce any new access points onto CSAH 14, and the right of access is dedicated to Anoka County in the plat.~~

~~BPA (7/7/2025) Comment noted.~~
~~WSB (8/6/2025) Complete~~

- **Wetlands and Mitigation Plan**

The site is proposing to impact 28,573 square feet of an existing wetland. This impact is proposed to be offset by purchasing wetland credits.

- **Landscaping**

The City's Environmental Coordinator to review landscaping and provide additional in-depth comments when provided.

Comments:

- ~~1. It is recommended that tree plantings are deconflicted with drainage structures to avoid future root intrusion. This conflict is present for CBMH 4-8.~~

~~BPA (7/7/2025) This tree has been moved to the west.~~
~~WSB (8/6/2025) Complete~~

- **Floodplain**

No floodplain impacts are proposed on site.

- **Drainage and Utility Easements**

Comments:

1. Clarify limits of public and private utilities
- a. Additional utility easements are to be provided with shared utility mainline extensions (not services).

~~BPA (7/7/2025)~~

- ~~i. The only public utility easements being created are the perimeter drainage and utility easements granted around the 3 lots per the Final Plat.~~
- ~~ii. Private Access and Utility Easement will be granted over the east-west drive aisle for the benefit of the private lot owners within the development. See depiction provided.~~

~~WSB (8/6/2025) The main lines in the roadway east of 21st Avenue will be Public while the services to the north and south from the roadway will be private.~~

- ~~2. Drainage and utility easements are required for stormwater systems. This includes the area encompassing the 100-yr HWL of any BMPs. Existing utility (sanitary and~~

~~water) easements to remain and additional utility easements are to be provided with shared utility mainline extensions (not services).~~

~~BPA (7/7/2025) Comment noted~~

~~WSB (8/6/2025) Complete~~

-
-
3. The full footprint of the underground BMP must be contained within a drainage and utility easement.

BPA (7/7/2025) A depiction and description of the proposed easement area has been drafted. We propose dedication of the easement by separate document — perhaps the tri-party agreement with the City and the RCWD?

WSB (8/6/2025) Future discussions with Applicant, City, and RCWD will be needed

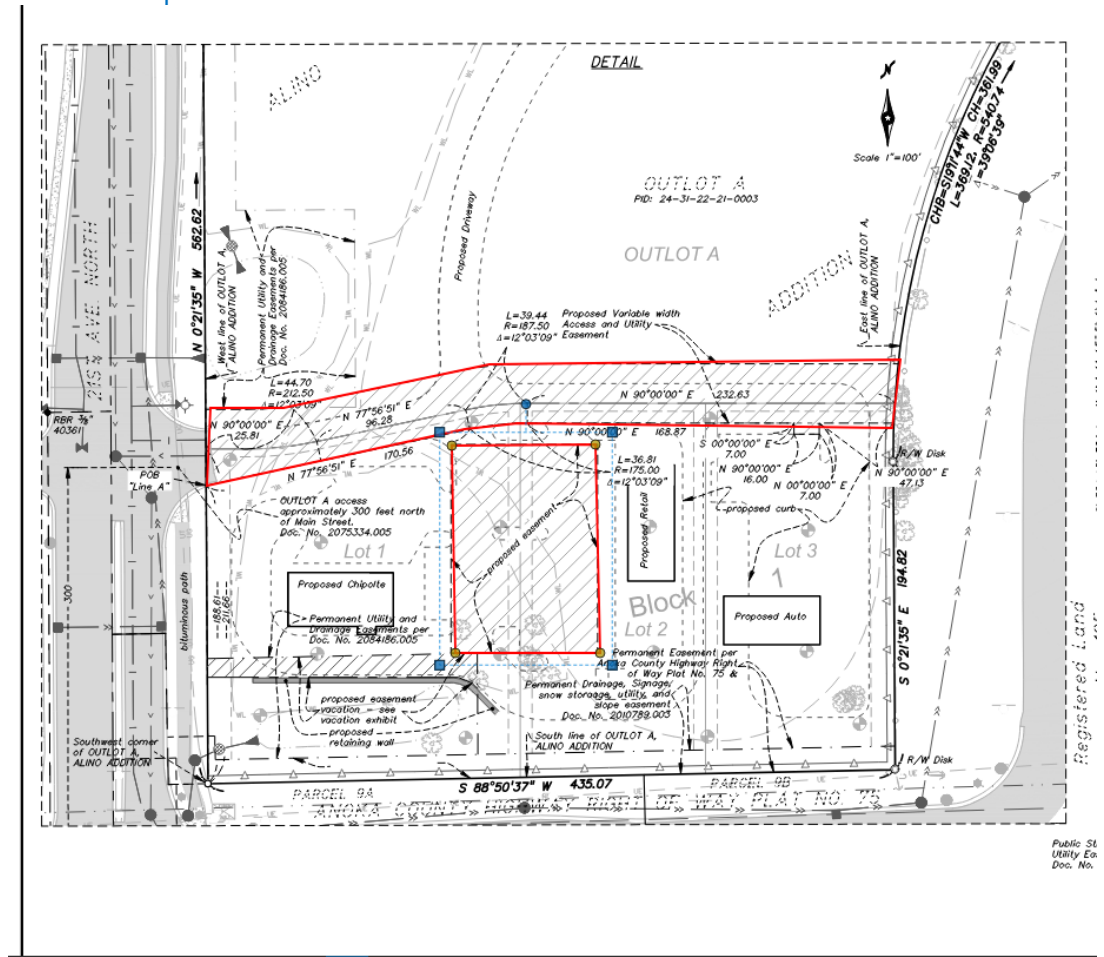
- #### ~~4. Per Anoka County Review~~

- a. ~~The existing right of way along CSAH 14 is approximately 80 feet north of centerline which should be sufficient for future reconstruction purposes.~~

~~BPA (7/7/2025) Comment noted.~~

~~WSB (8/6/2025) Complete~~

5. WSB (8/6/2025) The areas in red below should be included as public D&U's and be added to the plat.



- **Development Agreement**

A Development Agreement will be required with the final plat.

- **Grading Agreement**

Grading agreement not required at this time.

- **Stormwater Maintenance Agreement**

The stormwater facilities will be privately maintained and a Declaration for Maintenance of Stormwater Facilities will be required. Both the Rice Creek Watershed District (RCWD) and the City of Lino Lakes shall be parties to the Declaration.

- **Permits Required**

1. NPDES General Construction Permit
2. City of Lino Lakes Zoning Permit for construction
3. MDH Watermain Extension
4. MPCA/MCES Sanitary Sewer Main Extension

If you or the applicant have any questions regarding these comments, please contact Kris Keller at (612) 419-3083 or kkeller@wsbeng.com. You may also contact Diane Hankee at (651) 982-2430 or dhankee@linolakes.us.

7. Environmental Coordinator Memo dated August 6, 2025



Environmental Memo

To: Katie Larsen, City Planner
From: Tom Hoffman, Environmental Coordinator
Date: August 6, 2025
Re: Environmental Comments – Clearwater Commons Final Plat

Environmental Board had recommended the following at their April 30, 2025 meeting:

1. Recommend stubbing or extending future sidewalk to the north along the proposed road for future pedestrian connections.
2. Sidewalk can be added when additional lots are subdivided for development. Stubbing the sidewalk now will make sure the pedestrian ramps will be in compliance and not have to regrade or remove existing walk.
3. Ten trees are proposed for impacts on the resource inventory page. Provide a tree survey of all trees onsite that are significant.
4. Trees to be removed should be categorized by area. If they are in the basic use area mitigation is not required. Trees within an ESA require additional mitigation.
5. Landscaping and planting requirements are to be met individually as each lot develops.
 - a. On sheet C14 include ESA location of trees in the current table
 - b. Provide mitigation calculations on either C13 or C14 of the replacement trees required.
 - c. Tree species quantities vary on C12 and C13. C12 shows 50 trees and C13 shows 52
 - i. 1 less locust and 1 less maple on C12. Confirm tree numbers and ensure they match on all sheets
6. Show maintenance access to the new proposed outlet to the existing sw stormwater basin. It appears that the proposed retaining wall would limit future maintenance.
7. Currently proposing sod along the SW stormwater basin. This area should have a native buffer. Use MNDOT seed mix to establish buffer

8. Sod is being proposed along private road, recommend using low mow turf grass or native grasses where feasible.
9. Water conservation should be considered by reducing areas that need required maintenance and watering.
10. Stormwater management for the site is to be reviewed by the City Engineer and will be required for each site to meet requirements at the time of building.
11. Proposed underground filtration will require pretreatment and additional access points for future maintenance and inspection.
12. Redundant perimeter control is shown around wetlands and existing stormwater facilities. Note or show detail that redundant perimeter control should be spaced 3-5' apart.
13. Final review of erosion and sediment control will be completed with final plans.
14. Review of rare, unique, and sensitive areas should be completed for the site. Primarily areas of wetland impact should be included to verify there are no rare or endangered wetland species.
15. Copy of final NPDES permit will be required be issuance of grading permit. All requirements for the SWPPP shall meet MPCA design standards.
16. Provide a Blandings Turtle mitigation plan

August 5, 2025

Katie Larsen
City Planner
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014

SUBJECT: Clearwater Commons
MnDOT Review #**P25-020A**
NW Quadrant of I35E and Main St (CSAH 14)
Lino Lakes, Anoka County

Dear Katie Larsen,

The Minnesota Department of Transportation (MnDOT) has reviewed the final plat for Clearwater Commons, in compliance with Minnesota Statute 505.03, subdivision 2, Plats. Before any further development, please address the following:

Water Resources

A MnDOT drainage permit is required before development occurs. The permit applicant shall demonstrate that the off-site runoff entering MnDOT drainage system(s) and/or right of way will not increase. The drainage permit application, including the information below, should be submitted online to: <https://olpa.dot.state.mn.us/OLPA/>. Please upload this letter with the drainage permit application.

The following information must be submitted with the drainage permit application:

1. Grading plans, drainage plans, and hydraulic calculations demonstrating that proposed flows to MnDOT right of way remain the same as existing conditions or are reduced.
2. Existing and proposed drainage area maps with flow arrows and labeling that corresponds with the submitted calculations.
3. Hydro CAD model and PDF of output for the 2, 10, and 100-year Atlas 14 storm events.

Once a drainage permit application is submitted, a thorough review will be completed and additional information may be requested. Please contact Jason Swenson, Water Resources Engineering, at jason.swenson@state.mn.us or 651-234-7539 with any questions.

Transit

If there are construction impacts to 21st Ave, such as closure or detour, that would impact the Park and Ride location just north of Michaud Way, coordination with Metro Transit is required.

Please coordinate with Metro Transit at the following email address if there are any impacts to bus stops or transit routes in the area: Transit-BusOps-StreetSup-AssistManagers@metc.state.mn.us.

Please contact Amrish Patel, Transit Advantages Coordinator, at amrish.patel@state.mn.us or 651-234-7949, with any questions.

Permits

Any work that affects MnDOT right of way will require an appropriate permit. All permits are available and must be applied at: <https://olpa.dot.state.mn.us/OLPA/>. Upload this letter when applying for permits.

For questions regarding permit submittal requirements, please contact Buck Craig of MnDOT's Metro District Permits Section at buck.craig@state.mn.us or 651-775-0405.

Review Submittal Options

MnDOT's goal is to complete reviews within 30 calendar days. Review materials received electronically can be processed more rapidly. Do not submit files via a cloud service or SharePoint link. In order of preference, review materials may be submitted as:

1. Email documents and plans to metrodevreviews.dot@state.mn.us. Attachments may not exceed 20 MB (megabytes) per email. Documents can be zipped as well. If multiple emails are necessary, number each email.
2. Files over 20 MB can also be uploaded to MnDOT's Web Transfer Client site: <https://mft.dot.state.mn.us>. Contact metrodevreviews.dot@state.mn.us, and staff will create a shared folder in which files can be uploaded to. Please send an accompanying email with a narrative for the development.

You are welcome to contact me at regina.burstein@state.mn.us with any questions.

Sincerely,



Regina Burstein
2025.08.05 11:10:19
-05'00'

Regina Burstein
Senior Planner

Copy sent via email:

Jason Swenson, Water Resources
Buck Craig, Permits
Chinou Vue, Right of Way
Rabindra Pariyar, Traffic
Amrish Patel, Transit
Matthew Parent, Area Manager
Mohammad Dehdashti, Design

Michael Kowski, Maintenance
Molly McCormick, Multimodal Planning
Keith Jakober, Surveying
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