



CITY COUNCIL AGENDA

Monday, April 14, 2025

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

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

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

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

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

CITY COUNCIL MEETING, 6:30 P.M.

Council Chambers | Televised

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

SPECIAL PRESENTATIONS

- A. Family and First Responder Recognition, Presentation by Interim Public Safety Director Curt Boehme and Interim Fire Chief Dan L'Allier
- B. Proclamation, Arbor Day – Tree City USA, Environmental Specialist Tom Hoffman

1. CONSENT AGENDA

- A. Approval of Expenditures for April 14, 2025 (Check No. 122508 through 122641) in the Amount of \$1,977,325.47
- B. Approval of March 24, 2025 Work Session Minutes
- C. Approval of March 24, 2025 Council Meeting Minutes

- D. Approval of March 24, 2025 Special Council Meeting Minutes
- E. Approval of Resolution No. 25-50, Authorizing the Issuance of a Solicitor License to ACE Solid Waste
- F. Approval of Resolution No. 25-42 Extending Spargur Estates Final Plat Recording Date
- G. Approval of the Hiring of Part-Time Staff for the Rookery Activity Center

2. FINANCE DEPARTMENT REPORT

No Report

3. ADMINISTRATION DEPARTMENT REPORT

- A. Consider Appointment of Community Service Officer, Meg Sawyer/Curt Boehme
- B. Consider Appointment of Community Service Officer, Meg Sawyer/Curt Boehme
- C. Consider Appointment of Part-Time Firefighter, Meg Sawyer/Dan L'Allier
- D. Consider Appointment of Part-Time Firefighter, Meg Sawyer/Dan L'Allier
- E. Consider Appointment of Part-Time Firefighter, Meg Sawyer/Dan L'Allier
- F. Consider Appointment of Paid On-Call Firefighter, Meg Sawyer/Dan L'Allier
- G. Consider Appointment of Paid On-Call Firefighter, Meg Sawyer/Dan L'Allier
- H. Consider Appointment of Community Development Administrative Assistant, Meg Sawyer/Dave Pecchia
- I. Consider Appointment of Accounting Clerk II, Meg Sawyer/Dave Pecchia

4. PUBLIC SAFETY DEPARTMENT REPORT

No Report

5. PUBLIC SERVICES DEPARTMENT REPORT

No Report

6. COMMUNITY DEVELOPMENT REPORT

- A. Consider Resolution No. 25-43 Approving Otter Crossing South Preliminary Plat, Katie Larsen

- B. Vacating certain street, drainage, and utility easements on 70th Street and Otter Crossing South, Diane Hankee
 - i. Public Hearing
 - ii. Consider 1st Reading of Ordinance No. 05-25
 - *Council may vote to dispense with the full reading of the ordinance***
- C. Consider Resolution No. 25-44 Approving Site Performance Agreement with ALDI, Diane Hankee
- D. Java Lino Lakes, Katie Larsen
 - i. Consider Resolution No. 25-45 Approving Final Plat
 - ii. Consider Resolution No. 25-46 Approving Development Agreement
 - iii. Consider Resolution No. 25-47 Amending Resolution No. 24-143 Legal Description
- E. 2025 Street Reconstruction and Sewer and Water Extension Project, Diane Hankee
 - i. Consider Resolution 25-48, Accepting Bids and Awarding Contract
 - ii. Consider Resolution 25-49, Approving Construction Services Contract with WSB LLC.
- F. Consider Resolution No. 25-51, Ordering Preparation of Alternative Urban Areawide Review (AUAR), Mapping NW Main, Michael Grochala

7. UNFINISHED BUSINESS

No Report

8. NEW BUSINESS

No Report

9. NOTICES AND COMMUNICATIONS

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

ADJOURNMENT



**PROCLAMATION
ARBOR DAY - TREE CITY USA**

- WHEREAS,** Arbor Day provides an opportunity to celebrate the importance of trees and forests to our economy, culture, history, and future of the state; and
- WHEREAS,** Trees are of great value as they provide clean air and water, shade and energy savings, wildlife habitat, recreational opportunities, wood products, and jobs, while also capturing and storing carbon from the atmosphere, thereby offsetting greenhouse gas emissions; and
- WHEREAS,** Properly planting and caring for a diverse mix of trees makes community forests more resilient by minimizing the impacts of diseases, insects, and other stressors and providing long-term community environmental benefits; and
- WHEREAS,** Thoughtfully choosing, planting, and caring for a diverse mix of trees now supports resilient communities into the future.

NOW THEREFORE, I, Rob Rafferty, Mayor of the City of Lino Lakes, do hereby proclaim Friday, April 25th, 2025 as Arbor Day in the City of Lino Lakes.

Dated the 14th day of April, 2025

Rob Rafferty, Mayor

Attest: Roberta Colotti, CMC, City Clerk



Expenditures

April 14, 2025

Check #122508 to #122641

\$1,977,325.47

Significant Disbursements this Period:

- Nuss Truck & Equip - \$146,892.07 – 2025 Mack Plow Truck Chassis (2024 CIP)
- Towmaster - \$170,499.00 – 2025 Mack Plow Truck Outfitting (2024 CIP)
- Staab Construction - \$600,871.20 – Water Treatment Plant- Pay App #9

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 122508 - 122641

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
03/25/2025	122508	CENTURYLINK	TELEPHONE	102.08
03/25/2025	122509	JOSEPH RUSSO	UB REFUND FOR ACCOUNT: 015982-000	100.71
03/25/2025	122510	MATT GRAYSER	UB REFUND FOR ACCOUNT: 023102-000	145.32
03/25/2025	122511	MET COUNCIL ENVIRONMENTAL SER	FEBRUARY 2025 SAC	59,043.60
03/25/2025	122512	SCOTT & KATELYN MILLER	UB REFUND FOR ACCOUNT: 017503-000	125.00
03/25/2025	122513	XCEL ENERGY	ELECTRIC	22,983.39
03/28/2025	122514	CENTRAL PENSION FUND	CENTRAL PENSION FUND MARCH 2025	7,296.00
03/28/2025	122515	NCBERS GROUP LIFE INSURANCE	NCBERS LIFE INS MARCH 2025	336.00
04/04/2025	122516	BUREAU OF CRIMINAL APPREHENSI	PRE-EMPLOYMENT FINGERPRINTING	32.00
04/14/2025	122517	1ST CHOICE DOCUMENT DESTRUCTI	MARCH RECYCLING SATURDAY	840.00
04/14/2025	122518	AKER DOORS, INC.	PD GARAGE DOOR SEAL REPAIR (3 DOORS)	1,577.40
04/14/2025	122519	ALEXANDER P. SCHWARTZ	1ST QTR 2025 STIPEND	300.00
04/14/2025	122520	ALL SAFE GLOBAL	ANNUAL FIRE EXTINGUISHER INSPECTION	638.75
			ANNUAL FIRE EXTINGUISHER INSPECTION	311.16
				<hr/> 949.91
04/14/2025	122521	AMERICAN LEGAL PUBLISHING COR	ORDINANCE UPDATES	145.00
04/14/2025	122522	AMERICAN RED CROSS	LIFEGUARD CERTIFICATIONS (4)	200.00
04/14/2025	122523	ANOKA COUNTY TREASURY OFFICE	Q4 2024 SIGNAL BILLING	278.13
			MARCH 2025 CAC FIBER	225.00
				<hr/> 503.13
04/14/2025	122524	ASPEN EQUIPMENT, LLC	UTILITY BOX AND CRANE FOR #515	83,534.00
04/14/2025	122525	ASPEN MILLS, INC.	DEPT EXP - B. PEVITO	113.86
			UNIFORM ALLOWANCE - K. WILLS	386.78
			DEPT EXP - Z. CROWLEY	1,448.18
			UNIFORM ALLOWANCE - E. HEU	33.95
			EXPLORER NAME TAGS	10.85
				<hr/> 1,993.62
04/14/2025	122526	AXON ENTERPRISE, INC.	AXON BWC & ROOM CAMERAS/LICENSING	52,546.88
			AXON INTERVIEW ROOM CAMERAS/SERVER	9,411.73
				<hr/> 61,958.61
04/14/2025	122527	BAYCOM, INC.	PD DOCKING STATION FOR FIRE 2	397.00
04/14/2025	122528	BOB STRUB	UNIFORM ALLOWANCE - B. STRUB	139.96
04/14/2025	122529	BOYER TRUCKS - LAUDERDALE	REAR BRAKE CHAMBER #239	184.21
			AIR BRAKE CHAMBER #200	56.33
				<hr/> 240.54
04/14/2025	122530	BUSINESS ESSENTIALS	FACIAL TISSUE, PAPER TOWELS & TOILET PA	589.74
			FACIAL TISSUES	35.09
				<hr/> 624.83

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Bank CKING POOLED CHECKING				
04/14/2025	122531	CARDINAL INVESTIGATIONS	BACKGROUND INVESTIGATIONS (2)	1,527.50
04/14/2025	122532	CARGILL, INC.	ROAD SALT	15,142.98
			ROAD SALT	9,225.25
				24,368.23
04/14/2025	122533	CENTENNIAL UTILITIES	NATURAL GAS	7,860.31
04/14/2025	122534	CENTERPOINT ENERGY	NATURAL GAS	4,081.35
04/14/2025	122535	CENTURY COLLEGE	TUITION - D. RILEY	575.00
04/14/2025	122536	CHRIS HECK	CDL TUITION REIMBURSEMENT	1,740.00
04/14/2025	122537	CITY OF BLAINE	SHARED STREET LIGHT BILLING FOR 2024 (J	544.24
04/14/2025	122538	City of Shoreview	1ST QTR 2025 UTILITIES	746.64
04/14/2025	122539	CITYGATE ASSOCIATES, LLC	OPERATIONAL STUDY OF PUBLIC SAFETY DEPT	5,701.63
04/14/2025	122540	CIVICPLUS	CIVICENGAGE ANNUAL FEE	20,912.49
04/14/2025	122541	CLARK J. GOODER	1ST QTR 2025 STIPEND	300.00
04/14/2025	122542	COMCAST	PHONE & INTERNET SERVICES	398.44
04/14/2025	122543	CONNEXUS ENERGY	WATERMARK PARK PAVILION ELECTRICITY	16.77
			ELECTRICITY	5,238.90
				5,255.67
04/14/2025	122544	EARL F. ANDERSEN	REFLECTIVE BARRICADE PANELS	465.60
			STOP & STOP AHEAD STREET SIGNS (12)	539.15
			SPEED LIMIT STREET SIGN (2)	70.20
				1,074.95
04/14/2025	122545	EHLERS AND ASSOCIATES	TIF 1-13 LYNGBLOMSTEN - 2ND HALF PAYGO	885.00
			FEBRUARY HOURLY SERVICES - K. HORN	17,312.50
				18,197.50
04/14/2025	122546	ELIZABETH LARKIN	1ST QTR 2025 STIPEND	225.00
04/14/2025	122547	EMERGENCY APPARATUS MAINTENAN	PUMP REPAIRS #622	19,818.39
			REPAIR OIL & WATER LEAK #625	1,481.05
			REPAIR OIL LEAK #606	192.62
			PUMP SERVICE & SAFETY INSPECTION #630	2,560.20
			SAFETY INSPECTION #622	577.85
			PUMP SERVICE & SAFETY INSPECTION #606	710.38
			SAFETY INSPECTION & BULB REPLACEMENT #6	483.53
			PUMP, FOAM SYSTEM & HYDRAULIC SERVICE #	2,767.69
			SAFETY INSPECTION & SERVICE PUMP - UTV	579.86
				29,171.57
04/14/2025	122548	ENDURANCE FITNESS OF MN, LLC	MONTHLY FEE	11,665.00

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04/14/2025	122549	FACTORY MOTOR PARTS COMPANY	TRANSMISSION FILTERS & CABIN AIR FILTER	183.09
			PURGE SOLENOID #304	32.00
			BLACK NITRILE DISPOSABLE GLOVES	52.40
			ANTI-SPLATTER PAD FOR OIL DRAIN BARREL	21.33
			FUEL FILTER #252	16.92
			FUEL FILTER #252	16.80
				<hr/> 322.54
04/14/2025	122550	FASTENAL COMPANY	PLOW BOLTS (STOCK)	276.80
04/14/2025	122551	FIDELITY SECURITY LIFE INSURA	APRIL VISION INSURANCE	162.53
04/14/2025	122552	FOREST LAKE CONTRACTING, INC.	BIRCH & TOMAHAWK REPAIR TWO POLES	13,379.73
04/14/2025	122553	FREEDOM FOREVER MINNESOTA LLC	PARTIAL REFUND 6451 PHEASANT HILLS DR P	424.05
04/14/2025	122554	GALLS, LLC	UNIFORM ALLOWANCE - K. SINNA	145.00
04/14/2025	122555	GARY WILLIAMS	PICKLEBALL NET REPAIR	83.14
04/14/2025	122556	GDO LAW	APRIL PROSECUTOR CONTRACT	8,750.00
04/14/2025	122557	GOPHER STATE ONE-CALL	MARCH 2025 LOCATES	305.10
04/14/2025	122558	GRAINGER	AIR SOLENOID FOR TAILGATE ACTUATOR #200	99.68
			PAINT PENS FOR THE SHOP	100.68
				<hr/> 200.36
04/14/2025	122559	H&L MESABI COMPANY	PLOW CUTTING EDGES (STOCK)	2,378.00
			RETURN 5 FOOT CUTTING EDGE (1" THICK)	(264.00)
				<hr/> 2,114.00
04/14/2025	122560	HAWKINS, INC.	CHLORINE CYLINDERS	120.00
			WATER TREATMENT CHEMICALS	9,599.12
			POOL CHEMICALS	866.65
				<hr/> 10,585.77
04/14/2025	122561	HENNEPIN TECHNICAL COLLEGE	TUITION C. TIMMONS - ICPOET GRANT REIMB	12,000.00
04/14/2025	122562	HUEBSCH SERVICES	MATS AND SHOP TOWELS	870.38
04/14/2025	122563	HUGO EQUIPMENT COMPANY	SPARK PLUG BOOT & SCREWS FOR LEAF BLOWE	5.05
04/14/2025	122564	IMAGE PRINTING & GRAPHICS, IN	BUSINESS CARDS - M. BAGLEY	26.75
04/14/2025	122565	IMPERIAL DADE	JANITORIAL SUPPLIES	224.33
			JANITORIAL SUPPLIES	787.40
				<hr/> 1,011.73
04/14/2025	122566	INFINITE HEALTH COLLABORATIVE	WELLNESS PROGRAM - AFG GRANT REIMBURSED	3,990.00
04/14/2025	122567	INFINITE-DATA, LLC	EASY CIP ANNUAL LICENSE	4,862.02
04/14/2025	122568	INNOVATIVE OFFICE SOLUTIONS L	PAPER, PENS, SHARPIES & LAMINATE POCHE	336.01
04/14/2025	122569	INTERSTATE POWER SYSTEMS, INC	GENERATOR INSPECTION - LIFT 53	395.00
			GENERATOR INSPECTION - LIFT 13	395.00
			GENERATOR INSPECTION - LIFT 4	395.00

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			GENERATOR INSPECTION - LIFT 2	395.00
			GENERATOR INSPECTION - PORTABLE 2017	395.00
			GENERATOR INSPECTION - FIRE 1	395.00
			GENERATOR INSPECTION - PORTABLE 2018	395.00
			GENERATOR INSPECTION - LIFT 6	395.00
			GENERATOR INSPECTION - CITY HALL	395.00
				<hr/> 3,555.00
04/14/2025	122570	ISAAC WIPPERFURTH	1ST QTR 2025 STIPEND	225.00
04/14/2025	122571	J. BECHER & ASSOCIATES, INC.	RETROFIT 38 LIGHT FIXTURES IN PD	5,560.00
			CAT5 CABLE CAMERA DOCK STATIONS/LIGHT R	2,555.15
			CITY HALL LIGHT POLE REPAIR	723.87
				<hr/> 8,839.02
04/14/2025	122572	JANETH PENALOZA & JEFF JOHNSON	UB REFUND FOR ACCOUNT: 024983-000	89.23
04/14/2025	122573	JONATHAN PARSONS	1ST QTR 2025 STIPEND	225.00
04/14/2025	122574	JULIA NELSON	1ST QTR 2025 STIPEND	225.00
04/14/2025	122575	JULIE CUTTS	1ST QTR 2025 STIPEND	75.00
04/14/2025	122576	KATHY BALLERING	1ST QTR 2025 STIPEND	75.00
04/14/2025	122577	KATIE LARSEN	ANNUAL APA DUES - K. LARSEN	683.00
04/14/2025	122578	KELLIE SCHMIDT	1ST QTR 2025 STIPEND	150.00
04/14/2025	122579	KIMLEY-HORN AND ASSOCIATES, INC.	NW MAIN MASTER PLAN & AUAR	26,790.14
04/14/2025	122580	LANGUAGE LINE SERVICES	MARCH INTERPRETATION SERVICES	13.39
04/14/2025	122581	LINDSAY BUCHMEIER	1ST QTR 2025 STIPEND	225.00
04/14/2025	122582	LITTLE FALLS MACHINE, INC.	AUGER MOTOR FOR SANDER #218	1,231.35
04/14/2025	122583	LOGAN COMPANIES	PARTIAL REFUND 1950 WILLIAM LN PERMIT C	58.40
04/14/2025	122584	LRS	TOILET RENTAL - LINO PARK	65.00
			TOILET RENTAL - BIRCH PARK	65.00
			TOILET RENTAL - CITY HALL PARK	65.00
			TOILET RENTAL - SUNRISE PARK	65.00
				<hr/> 260.00
04/14/2025	122585	LYNN LEMBCKE CONSULTING	BODY WORN CAMERA AUDIT	1,250.00
04/14/2025	122586	MACQUEEN EQUIPMENT, INC.	DIRT SHOES FOR STREET SWEEPER #252	369.80
			DEPT EXP - FIRE HELMETS (6) & GLOBE HOO	2,589.96
			DEPT EXP - FACE PIECE W/NECK STRAP (6)	2,923.19
				<hr/> 5,882.95
04/14/2025	122587	MANSFIELD OIL COMPANY	1,600 GALLONS OF GASOLINE, 1,300 GALLON	9,052.51
04/14/2025	122588	MARSHA ERICKSON	SPRING 2025 NEWSLETTER DESIGN	1,600.00
04/14/2025	122589	MARTIN-MCALLISTER	PRE-EMPLOYMENT ASSESSMENT - S. MARTENSO	650.00
			PRE-EMPLOYMENT ASSESSMENTS - AZ, KP, AS	2,600.00
				<hr/> 3,250.00
04/14/2025	122590	MARY JO STEVENSON	1ST QTR 2025 STIPEND	225.00

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Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
04/14/2025	122591	MATHEW PAULSON	UNIFORM ALLOWANCE - M. PAULSON	47.96
			UNIFORM ALLOWANCE - M. PAULSON	169.99
				<u>217.95</u>
04/14/2025	122592	MENARDS - FOREST LAKE	EXTENSION CORDS & CLEANING SUPPLIES	178.11
			PHOTOCELL FOR PW YARD LIGHTS	9.08
				<u>187.19</u>
04/14/2025	122593	MERIDIAN ENERGY PRODUCTS	DISCONNECT DOWNED STREET LIGHT - 6439 F	150.00
04/14/2025	122594	MET COUNCIL ENVIRONMENTAL SER	MAY WASTE WATER SERVICES	112,082.94
04/14/2025	122595	METRO SALES INCORPORATED	CITY HALL COPY ROOM COPIER	480.16
			CITY HALL CD COPIER	192.12
			PD COPIER CONTRACT	36.00
				<u>708.28</u>
04/14/2025	122596	METRO-INET	MICROSOFT G3 LICENSE UPGRADE - D. PECCH	2,085.60
04/14/2025	122597	MICHAEL ROOT	1ST QTR 2025 STIPEND	300.00
04/14/2025	122598	MINNESOTA FIRE SERVICE CERTIF	HAZMAT CERTIFICATION FEE - MBFTE GRANT	818.00
04/14/2025	122599	MITCHELL DEMARS	MILEAGE REIMBURSEMENT - BACKGROUND CHEC	36.68
04/14/2025	122600	MN DEPARTMENT OF HEALTH	WATER EXAM FEE - R. MEYER	32.00
04/14/2025	122601	MPCA	MS4 GENERAL PERMIT	400.00
04/14/2025	122602	NAC MECHANICAL & ELECTRICAL	CITY HALL EXPANTION TANK REPLACEMENT	9,700.00
04/14/2025	122603	NATHAN VOJTECH	1ST QTR 2025 STIPEND	225.00
04/14/2025	122604	NEIL EVENSON	1ST QTR 2025 STIPEND	225.00
04/14/2025	122605	NUSS TRUCK & EQUIPMENT	2025 MACK DUMP TRUCK CHASSIS #272	146,892.07
04/14/2025	122606	O'REILLY AUTOMOTIVE STORES	BATTERY #805	217.14
04/14/2025	122607	OCCUPATIONAL HEALTH CENTERS O	OSHA BLOODBORNE PATHOGENS STANDARD & NE	209.00
04/14/2025	122608	PATRICK H. HUELMAN	1ST QTR 2025 STIPEND	225.00
04/14/2025	122609	PATRICK KOHLER	1ST QTR 2025 STIPEND	225.00
04/14/2025	122610	PERFORMANCE PLUS LLC	PRE-EMPLOYMENT ASSESSMENT	890.00
			PRE-EMPLOYMENT ASSESSMENT	419.00
			PRE-EMPLOYMENT ASSESSMENT	419.00
			PRE-EMPLOYMENT ASSESSMENT	419.00
				<u>2,147.00</u>
04/14/2025	122611	PERRY LADEN	1ST QTR 2025 STIPEND	225.00
04/14/2025	122612	POMP'S TIRE SERVICE, INC.	MOUNT 2 NEW TIRES ON STREET SWEEPER #25	947.02
			4 NEW TIRES FOR VAC TRAILER #501	519.56
				<u>1,466.58</u>
04/14/2025	122613	PRECISE MRM LLC	DATA PLAN FOR GPS ON EQUIPMENT	160.00
04/14/2025	122614	PREMIUM WATERS, INC.	KANDIYOHI WATER	106.89
04/14/2025	122615	PRESS PUBLICATIONS, INC.	NOTICE OF SPECIAL ASSESSMENT COLONIAL W	164.71

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Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
			ORD. NO. 01-25 REGULATION OF CANNABIS B	76.02
			NOTICE OF SPECIAL ASSESSMENT PINE HAVEN	164.71
			ORD. NO. 02-25 CANNABIS BUSINESS ZONING	88.69
			ORD. NO. 03-25 CANNABIS BUSINESS REGIST	38.01
			ORD. NO. 04-25 FRANCHISE EXTENSION AGRE	126.70
			PHN REHBEIN'S BLACK DIRT	44.35
			PHN NATURES REFUGE NORTH	57.02
			PHN WILKINSON WATERS	63.35
			PHN VACATE STREET EASEMENT	101.36
			MAPPING NW MAIN OPEN HOUSE AD	1,066.84
				<hr/>
				1,991.76
04/14/2025	122616	SAFETY-KLEEN SYSTEMS, INC.	SOLVENT	50.42
04/14/2025	122617	SHAWN C. HOLMES	1ST QTR 2025 STIPEND	225.00
04/14/2025	122618	SHRED-IT, C/O STERICYCLE, INC	DOCUMENT DESTRUCTION	207.97
04/14/2025	122619	STAAB CONSTRUCTION CORPORATIO	WATER TREATMENT PLANT	600,871.20
04/14/2025	122620	STANDARD INSURANCE COMPANY	LIFE & DISABILITY INSURANCE PREMIUMS	2,486.09
04/14/2025	122621	STAPLES INC.	OFFICE SUPPLIES	181.60
04/14/2025	122622	STAR TRIBUNE	NEWSPAPER SUBSCRIPTION (4/3/25 - 4/2/26	348.82
04/14/2025	122623	STREICHER'S, INC.	UNIFORM ALLOWANCE - M. REINEKE	18.99
			UNIFORM ALLOWANCE - A. HALLIN	352.92
			DEPT EXP - J. OLESON	1,548.90
			DEPT EXP - J. OLESON	343.97
			DEPT EXP - A. NG	1,548.90
			UNIFORM ALLOWANCE - B. PETRIE	175.96
			UNIFORM ALLOWANCE - A. HALVERSON	343.97
			DEPT EXP - Z. CROWLEY	1,548.90
				<hr/>
				5,882.51
04/14/2025	122624	SUNSET LAW ENFORCEMENT	DEPT AMMUNITION	7,795.40
04/14/2025	122625	SUZANNE GUTHMUELLER	1ST QTR 2025 STIPEND	225.00
04/14/2025	122626	T-MOBILE USA INC	CELL PHONES & WI-FI	798.60
04/14/2025	122627	THERESA KIMLER	UB refund for account: 009958-000	17.58
04/14/2025	122628	TOWMASTER	OUTFITTING FOR NEW MACK PLOW TRUCK #272	170,499.00
04/14/2025	122629	TRANS UNION LLC	PRE-EMPLOYMENT CREDIT CHECK	16.48
04/14/2025	122630	TRAUT COMPANIES	WELL #4 WELL AND PUMP REHAB	28,899.00
			WELL #1 PULL PUMP AND INSPECTION	6,125.00
				<hr/>
				35,024.00
04/14/2025	122631	TWIN CITIES TRANSPORT & RECOV	WINCH RECOVERY - ENGINE 2	1,000.00
04/14/2025	122632	TWIN CITY FAB, INC.	BEND STREET SIGN BARRICADES	95.00
04/14/2025	122633	ULINE	LOCKOUT TAGOUT KITS	651.63
04/14/2025	122634	UYANGA BAYANDALAI	1ST QTR 2025 STIPEND	150.00
04/14/2025	122635	VIKING ELECTRIC SUPPLY, INC.	LIGHT BULB FOR YARD LIGHT AT PW	35.20
04/14/2025	122636	W.W. GOETSCH ASSOCIATES, INC.	WELL 4 BOOSTER PUMP TUBING	72.39
04/14/2025	122637	WATER CONSERVATION SERVICE IN	LEAK DETECTION SERVICES	377.00
04/14/2025	122638	WILLIAM KUSTERMAN	1ST QTR 2025 STIPEND	150.00

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 122508 - 122641

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
04/14/2025	122639	WSB & ASSOCIATES, INC.	JANUARY SLATER ADDITION	722.50
			JANUARY WATERMARK 7TH ADDITION	1,018.50
			JANUARY 2025 STREET RECONSTRUCTION & MU	71,996.75
			JANUARY OTTER LAKE ROAD EXTENSION DESIG	20,884.70
			JANUARY WATERMARK 6TH ADDITION	840.50
			JANUARY 2023 LAKE DRIVE TRUNK WATER MAI	316.50
			JANUARY 2022 GATEWAY PLANNING	2,448.00
			JANUARY WATER TREATMENT PLANT	44,787.25
			JANUARY WATERMARK 5TH ADDITION	464.00
			JANUARY WINTER WETLAND BANK	14,007.75
			JANUARY NADEAU ACRES 2ND ADDITION	977.50
			JANUARY MARKET PLACE DR REALIGNMENT	2,516.00
			JANUARY I35E CORRIDOR AUAR 2025 UPDATE	1,262.75
			JANUARY BURQUE ESTATES	1,148.00
			JANUARY 416 LILAC ST - BRF ENTERPRISES	125.50
			JANUARY PELTIER PONDS	251.00
			JANUARY NORTH OAKS EAW REVIEW	2,016.50
			JANUARY SHUDA FARMS IUP	1,757.00
			JANUARY LYNGBLOMSTEN - NURSING HOME FAC	125.50
			JANUARY 2025 STREET REHABILITATION	15,911.50
			JANUARY JAVA PROPERTIES - LINO LAKES 2.	251.00
			JANUARY SPARGUR ESTATES	960.00
			FEBRUARY WILKINSON WATERS	722.50
			FEBRUARY 455 PARK CT - FIJI CUBE	125.50
			FEBRUARY WATERMARK 7TH ADDITION	627.50
			FEBRUARY 2024 STREET REHAB & TRUNK WATE	5,312.00
			FEBRUARY OTTER LAKE ROAD EXTENSION DESI	14,442.50
			FEBRUARY 440 PARK CT - LINO LAKES TECH	251.00
			FEBRUARY WATERMARK 6TH ADDITION	522.00
			FEBRUARY 2023 LAKE DRIVE TRUNK WATER MA	2,747.00
			FEBRUARY 2022 GATEWAY PLANNING	2,253.00
			FEBRUARY WATER TREATMENT PLANT	33,944.25
			FEBRUARY WATERMARK 5TH ADDITION	522.00
			FEBRUARY WINTERS WETLAND BANK	12,894.25
			FEBRUARY MARKET PLACE DR REALIGNMENT	4,605.00
			FEBRUARY ALDI	2,350.75
			FEBRUARY OTTER CROSSING SOUTH	1,996.25
			FEBRUARY I35E CORRIDOR AUAR 2025 UPDATE	8,573.25
			FEBRUARY BURQUE ESTATES	1,496.00
			FEBRUARY 416 LILAC ST - BRF ENTERPRISES	125.50
			FEBRUARY OTTER LAKE ROAD EXTENSION PROJ	2,352.00
			FEBRUARY NORTH OAKS EAW REVIEW	109.00
			FEBRUARY SHUDA FARMS IUP	1,004.00
			FEBRUARY 2025 STREET REHABILITATION	4,041.75
			FEBRUARY JAVA PROPERTIES - LINO LAKES 2	251.00
			JANUARY 2024 PAVEMENT INSPECTIONS	4,125.75
			JANUARY 2025 BIRCH STREET SANITARY SEWE	5,138.50
			JANUARY 2025 SURFACE WATER MANAGEMENT P	125.50
			JANUARY TEST WELL NO. 7B	4,153.50
			FEBRUARY 2025 PRIVATE UTILITY PERMITS	1,255.00
			FEBRUARY 2025 STREET RECONSTRUCTION & M	38,699.50

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 122508 - 122641

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
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Bank CKING POOLED CHECKING

FEBURARY 2025 SURFACE WATER MANAGEMENT	125.50
FEBRUARY SP 062-0660-013 I35E & CR J IN	592.00
FEBRUARY TEST WELL NO. 7B	6,143.00
JANUARY 2025 GENERAL ENGINEERING SERVIC	8,088.33
JANUARY 2025 GPS/GIS MISCELLANEOUS ASSI	612.50
FEBRUARY 2025 GENERAL ENGINEERING SERVI	8,088.33
FEBRUARY 2025 GPS/GIS MISCELLANEOUS ASS	1,946.00
JANUARY 2025 PRIVATE UTILITY PERMITS	1,506.00
FEBRUARY 2025 BIRCH STREET SANITARY SEW	(125.00)
	<u>366,531.11</u>

04/14/2025	122640	XTREME CUSTOM APPAREL & PROMO	ROOKERY APPAREL	175.00
			ROOKERY APPAREL	76.00
			ROOKERY APPAREL	85.00
			ROOKERY APPAREL	190.00
				<u>526.00</u>

04/14/2025	122641	ZIEGLER, INC.	VALVE STEM #275	7.70
			SIDE MIRRORS FOR NEW BACKHOE #275	321.12
				<u>328.82</u>

CKING TOTALS:

Total of 134 Checks:

1,977,325.47

Less 0 Void Checks:

0.00

Total of 134 Disbursements:

1,977,325.47



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting April 14, 2025

Transfer In/(Out)

3/20/2025 Building Permit Surcharge	(4,602.99)
3/20/2025 Sales & Use Tax	(8,782.00)
3/28/2025 Payroll #07	(219,707.13)
3/28/2025 Payroll #07 Federal Deposit	(61,442.96)
3/28/2025 Payroll #07 PERA	(59,856.57)
3/28/2025 Payroll #07 PERA CM#186420	52.03
3/28/2025 Payroll #07 State	(14,154.52)
3/28/2025 Payroll #07 Child Support	(321.48)
3/28/2025 Payroll #07 H.S.A. Bank Pretax	(3,894.03)
3/28/2025 Payroll #07 TASC Pretax	(913.42)
3/28/2025 Payroll #07 Mission Sq 457 Def. Comp #301596	(1,950.00)
3/28/2025 Payroll #07 Mission Sq Roth IRA #706155	(669.23)
3/28/2025 Payroll #07 MSRS HCSP #98946-01	(5,176.43)
3/28/2025 Payroll #07 MSRS Def. Comp #98945-01	(2,405.00)
3/28/2025 Payroll #07 MSRS Roth IRA #98945-01	(1,024.00)
4/4/2025 Council Payroll #03	(3,707.35)
4/4/2025 Council Payroll #03 Federal Deposit	(209.06)
4/4/2025 Council Payroll #03 PERA	(410.72)
4/4/2025 Council Payroll #03 State	(44.94)

**Lino Lakes City Council
Work Session
Minutes**

DATE: March 24, 2025
TIME STARTED: 6:00 P.M.
TIME ENDED: 6:27 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Cavegn, Lyden, Stoesz and
Ruhland
MEMBERS ABSENT: None

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

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

In the interest of allowing sufficient time to review the regular agenda items the Interim City Administrator requested that the review of the agenda take place prior to the administration update. The agenda was adopted as amended.

3. Review Regular Agenda

The Community Development Director reviewed draft Resolution No. 25-41 Supporting Retention of City Zoning Authority. He stated that there are several bills being proposed at the State Legislature that would reduce city zoning authority, and this resolution asks that our State Representatives uphold the current zoning authority. He said that the resolution would be sent to our State Senator and Representative as well as the League of Minnesota Cities.

The Human Resources and Communications Manager stated that this evening the Council was being asked to appoint a Paid On-Call Firefighter as well as a Part-Time Firefighter. She reviewed the current staffing levels at each fire station.

The City Engineer stated that there are two public hearings on the agendas. One is for the Pine Haven 2025 Street Reconstruction and Sewer and Water Extension project. The other is for the Colonial Woods 2025 Street Reconstruction and Sewer and Water Extension project.

The Community Development Director reviewed the two resolutions declaring the intent to reimburse certain expenditures from bond proceeds for the 2025 Street Reconstruction and Sewer and Water Extension projects.

4. Administration Update

The City Administrator presented the following operations updates:

- The City continues to work with our legal counsel on current litigation.
- The Public Safety Department responded to a water rescue that posed significant risk to the public safety responders. The department is conducting a debriefing of the incident.
- The Human Resources Department is actively conducting the hiring process for a payroll position within the Finance Department and several positions within the Community Development Department.
- The Public Safety Department wellness consultant associate advised of an opportunity for additional employee wellness and strategic planning services. However, that would not be pursued unless grant funding can be identified to support the costs.
- The agreement with Citygate has been extended until the end of May. It is anticipated that the report will be presented at the April 14th or 28th Council Meeting. Any amendments to the City Code resulting from the Citygate proposal will be drafted by staff and reviewed by the City Attorney for presentation to the City Council.
- A fire sprinkler permit plan & review ordinance is being researched by staff.
- The discussion regarding the Interim Assistant City Administrator position is identified for the April 7th Work Session.
- The Administration, Finance and Community Development customer service workload and need for additional Administrative Assistants is being reviewed and will be brought forwarded to the Council at a future meeting.
- The Mayor and Interim City Administrator met with the Forrest Lake School District regarding their busing routes and future population projections as it relates to school district boundaries. They will be following up with the Community Development Director.
- The Interim City Administrator continues to hold weekly department manager team meetings and individual meetings with department managers.

5. Adjournment

Mayor Rafferty adjourned the meeting at 6:27 p.m.

These minutes were approved at the regular Council Meeting on April 14, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

DATE: March 24, 2025
TIME STARTED: 6:30 PM
TIME ENDED: 7:45 PM
LOCATION: City Council Chambers
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Cavegn, Lyden, Ruhland and Stoesz
MEMBERS ABSENT: None

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

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

Mayor Rafferty provided an overview of the Rules of Decorum.

PUBLIC COMMENT

Mayor Rafferty opened the public comment period.

Chris Harvey, Oak Park Heights, requested that the City Council adopt an ordinance prohibiting panhandling similar to the Oak Park Heights ordinance. He reviewed his concerns with panhandling in the City of Lino Lakes.

Mayor Rafferty closed the public comment period at 6:38 p.m.

SETTING THE AGENDA

The agenda was adopted as presented.

1. CONSENT AGENDA

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

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

2. FINANCE DEPARTMENT REPORT

None

3. ADMINISTRATION DEPARTMENT REPORT

A. Appointment of Paid On-Call Firefighter

Motion to appoint Seth Martenson to the Paid On-Call Firefighter position, as presented.

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

B. Appointment of Part-Time Firefighter

Motion to appoint Alicia Zuhlsdorf to the Part-Time Firefighter position, as presented.

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

4. PUBLIC SAFETY DEPARTMENT REPORT

None

5. PUBLIC SERVICES DEPARTMENT REPORT

A. Resolution No. 25-35 Behm's Park & Shenandoah Park Equipment Contract

Motion to adopt Resolution No. 25-35, Approving Contract with Northland Recreation, Inc. for Behm's Park and Shenandoah Park Playground Equipment, with the amendment that the amount listed is to be a "not to exceed" number.

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

6. COMMUNITY DEVELOPMENT REPORT

A. Resolution No. 25-36, 2025 Street Reconstruction and Sewer and Water Extension, Pine Haven

Mayor Rafferty Opened the Public Hearing at 6:54 p.m. for the 2025 Street Reconstruction and Sewer and water Extension, Pine Haven, Special Assessments

Dolly Carr, 954 81st Street, Lino Lakes, stated that her neighbor had asked about the markings on the boulevard trees. They also asked how an ambulance can get to the property during the time of construction.

The City Engineer stated that the trees are marked along the line for the water and sewer trench.

The City Engineer stated that regarding access by an ambulance during construction, the contractor can cover the trench in an emergency. They will need to work with the homeowner during the time the cement is installed as that cannot be driven over, however, it can be installed in sections.

Jesse Rodriguez, 8021 Danube Street, Lino Lakes, questioned the extra fee to connect to the sewer system and asked if he was required to connect if his septic system was out of compliance.

The City Engineer stated that if the septic system is failing the property owner would need to connect to the sewer system.

Motion to Close the public hearing at 6:59 p.m.

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

Motion to adopt Resolution No. 25-36, Adopting Special Assessments, 2025 Reconstruction and Sewer and Water Extension, Pine Haven.

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

B. Resolution 25-37, 2025 Street Reconstruction and Sewer and Water Extension, Colonial Woods, Special Assessments

Mayor Rafferty Opened the Public Hearing on the 2025 Street Reconstruction and Sewer and Water Extension, Colonial Woods, Special Assessments at 7:05 p.m.

Caesare and Mark Engstrom, 6250 Red Maple Lane, Lino Lakes, presented a written objection to the proposed assessments.

Caesare Engstrom stated that they installed a new septic system in 2019 and a new well and pump that was dug/installed in 2024. Now with this project they are faced with having to pay the assessment and will be forced to abandon their well and septic in the future, which they just spent money to install. Due to the unexpected expense of having to install a new well last year, this upcoming assessment will put a strong financial burden on them. When they purchased the home in 2019 the ability to have a well and septic was one of the reasons they purchased the property, and with this project that will change. The proposed project will completely change the makeup of the neighborhood as well. Many of the trees are going to be removed which will affect their property value and the curb appeal around the neighborhood. She stated that given that they have a newer septic and well, the connection to the city sewer and water ultimately does not increase their property value, which then conflicts with MN Statue 429.051 Apportionment of Cost. She requested that the cost of the assessment be waived as they do not feel that it is fair or permissible to impose the costs as it serves no benefit or purpose to their property.

Caesare Engstrom stated that she signed a petition against the proposed project and questioned why that was not being considered further.

Dan Langanki, 6249 Red Maple Lane, Lino Lakes, questioned the cost difference between the Colonial Woods and Pine Haven projects.

Jill and Steve Bushor, 6339 Red Maple Lane, Lino Lakes, stated that the proposed project does not benefit them as their septic system is fairly new. They questioned the number of trees being proposed to be removed. They stated that the planned stormwater drainage improvements are only fixing half the problem. That the stormwater plan will result in some of the pond area being drained which will reduce their property value.

Cindy Langanki, 6249 Red Maple Lane, Lino Lakes, said that she too sees all of the trees that are marked for removal. She asked if there was any way to preserve more of the existing trees and/or what the plan for replanting was for those trees that would be taken down.

Rick D., 6233 Red Maple Lane, Lino Lakes, stated that he has lived here for a long time and that residents in the area asked for the project 15+ years ago. New buyers had to put in a septic system with the purchase of their home and if the project had been done 15 years ago that wouldn't have been necessary.

The City Engineer addressed the question of the petition against the project not moving forward. She stated that it was considered not valid because it did not achieve the 51% of property owners required to sign the petition.

The City Engineer reviewed the costs and financing for the Pine Haven and Colonial Woods projects in response to the question about cost differences.

The City Engineer stated that the trees marked for removal are within the right-of-way. The wetland pond is designed to clean stormwater. She noted that the plan for the ponding area was reviewed by the Rice Creek Watershed.

The City Engineer stated that some of the trees marked for removal are due to road and drainage system requirements. She stated that they could re-evaluate the trees along the roadway. They did review the tree plan with a tree expert and also looked at the health of the trees. Oak Wilt was identified in the area.

Councilmember Lyden asked if there was anything the city could do regarding the half of the pond that was planned to be drained.

The City Engineer stated that could be reviewed, however, there are multiple considerations already with the drainage plan, which is now adding water quality treatment. Half of the area could not tie in based on hydrology. Half is required by Rice Creek Watershed to benefit water quality.

Councilmember Cavegn stated that the city requires developers to re-plant and asked if the city would consider re-planting in the project area.

The City Engineer stated that she could review this with the Community Development Department.

Motion to close the Public Hearing at 7:34 P.M.

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

Motion to adopt Resolution No. 25-27, Adopting Special Assessments, 2025 Street Reconstruction and Sewer and Water Extension, Colonial Woods.

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

C. 2025 Street Reconstruction and Sewer and Water Extension Project

Motion to adopt Resolution No. 25-31, Accepting Bids and Awarding Contract.

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

Motion to adopt Resolution No. 25-30, Approving Construction Services Contract with WSB, LLC.

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

D. Resolution No. 25-39 Bond Proceeds

Motion to adopt Resolution No. 25-39, Declare Intent to Reimburse Certain Expenditures from Bond Proceeds, 2025 Street Reconstruction and Sewer and Water Extension Project.

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

E. Resolution No. 25-40 – Bond Proceeds

Motion to adopt Resolution No. 25-40, Declare Intent to Reimburse Certain Expenditure from Bond Proceeds, 2025 Street Rehabilitation Project.

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

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

None

9. NOTICES AND COMMUNICATIONS

- A. There will be a Special City Council meeting immediately following tonight's Regular Meeting, in the Community Room. The City Council will be meeting with DDA Human Resources regarding the City Administrator hiring process. The full agenda is posted on the website, and this meeting is open to the public.
- B. Environmental Board Meeting, 6:30 PM, March 26, 2025, at City Hall.

ADJOURNMENT

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

These minutes were approved at the City Council Meeting on April 14, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
SPECIAL MEETING
MINUTES**

DATE: March 24, 2025
TIME STARTED: 8:00 PM
TIME ENDED: 9:10 PM
LOCATION: City Council Chambers
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Cavegn, Lyden, Ruhland and Stoesz
MEMBERS ABSENT: None

Staff Members Present: Interim City Administrator Dave Pecchia, City Clerk Roberta Colotti, Human Resources and Communications Manager Meg Sawyer, Interim Public Safety Director Curt Boehme and Interim Fire Chief Dan L'Allier.

The meeting was called to order by Mayor Rafferty at 8:00 PM.

PUBLIC COMMENT

Mayor Rafferty opened the public comment period.

No one was present for Public Comment.

Mayor Rafferty closed the public comment period at 8:02 p.m.

SETTING THE AGENDA

The agenda was adopted as presented.

1. CONSENT AGENDA

No Report

2. FINANCE DEPARTMENT REPORT

None

3. ADMINISTRATION DEPARTMENT REPORT

The Human Resources and Communications Manager stated that Pat Melvin with DDA Human Resources, Inc. is present this evening to review the City Administrator candidate list with the City Council.

Pat Melvin, DDA Human Resources, Inc., provided an overview of the hiring process to date. He stated that eight candidates are being presented for consideration to invite to an interview. He asked that the Council select the top four to five candidates that they would like to interview.

The City Council provided a ranking of candidates and determined to invite the top four candidates to interview on April 15th. They expressed a preference for in-person vs. online interviews.

Council Consensus

To direct DDA Human Resources to make an offer to interview to the top four candidates. To authorize reimbursement to in-state candidates for mileage and out-of-state candidates for mileage and lodging.

4. PUBLIC SAFETY DEPARTMENT REPORT

None

5. PUBLIC SERVICES DEPARTMENT REPORT

None

6. COMMUNITY DEVELOPMENT REPORT

None

7. UNFINISHED BUSINESS

None

8. NEW BUSINESS

None

9. NOTICES AND COMMUNICATIONS

No Report

ADJOURNMENT

Mayor Rafferty adjourned the meeting at 9:10 p.m.

These minutes were approved at the City Council Meeting on April 14, 2025.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

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

STAFF ORIGINATOR: Roberta Colotti, CMC, City Clerk

MEETING DATE: April 14, 2025

TOPIC: Resolution No. 25-50, Authorizing the Issuance of a Solicitor License to ACE Solid Waste

VOTE REQUIRED: Simple Majority

INTRODUCTION

The Council is being asked to consider Resolution No. 25-50, Authorizing the Issuance of a Solicitor License to ACE Solid Waste.

BACKGROUND

ACE Solid Waste, located at 6601 McKinley Street NW, Ramsey, MN, has submitted a solicitor's license application to the City Clerk's office.

The term of the license is six (6) months, effective during 2025. The City has received the necessary forms required to issue a Solicitor's License. The Lino Lakes Public Safety Department completed a background check and there are no limiting conditions. The company representatives requested to work in Lino Lakes are listed in the enclosed resolution.

RECOMMENDATION

Approval of Resolution No. 25-50, Authorizing the Issuance of a Solicitor License to ACE Solid Waste.

ATTACHMENTS

Resolution No. 25-50

**CITY OF LINO LAKES
RESOLUTION NO. 25-50**

**AUTHORIZING THE ISSUANCE OF A SOLICITOR LICENSE TO
ACE SOLID WASTE**

WHEREAS, ACE Solid Waste, located at 6601 McKinley Street NW, Ramsey, MN has applied for a solicitor license to allow the following salespeople to solicit within the City of Lino Lakes and no disqualifying conditions were found with the background check:

1. Gary Jenson

WHEREAS, ACE Solid Waste has complied with the provisions of Chapter 613 of the Lino Lakes City Code for obtaining the necessary license.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Lino Lakes, Minnesota hereby approves the request of ACE Solid Waste to solicit throughout Lino Lakes for a period of six (6) months, for a license term completely within the year 2025, contingent upon payment and maintenance of all conditions of the license.

Adopted by the City Council of the City of Lino Lakes this 14th day of April 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC
City Clerk

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

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: April 14, 2025

TOPIC: Consider Resolution No. 25-42 Extending Spargur Estates Final Plat Recording Date

VOTE REQUIRED: Simple Majority

INTRODUCTION

The developer, Mespargur Inc., is requesting a 90 day extension to record the Spargur Estates final plat.

BACKGROUND

On January 13, 2025, the City Council passed Resolution No. 25-09 approving Spargur Estates final plat. Per Subdivision Ordinance Section 1001.059(3), the developer shall record the plat within 90 days after the date of approval, otherwise the approval of the final plat shall be considered void, unless the developer requests and receives an extension from the City Council. The 90 day deadline is April 14, 2025. A 90 day extension would make the new recording deadline July 13, 2025.

RECOMMENDATION

Staff recommends approval of Resolution No. 25-42.

ATTACHMENTS

1. Resolution No. 25-42

**CITY OF LINO LAKES
RESOLUTION NO. 25-42**

SPARGUR ESTATES FINAL PLAT RECORDING EXTENSION

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

WHEREAS, the City's Subdivision Ordinance Section 1001.059(3) states the developer shall record the plat within 90 days after the date of approval, otherwise the approval of the final plat shall be considered void, unless the developer requests and receives an extension from the City Council; and

WHEREAS, the developer, Mespargur Inc., has requested a 90 day extension to record the final plat.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the recording date deadline for the Spargur Estates final plat and related documents has been extended to July 13, 2025.

Adopted by the City Council of the City of Lino Lakes this _____ day of _____, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 14, 2025

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

VOTE REQUIRED: Simple Majority

INTRODUCTION

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

BACKGROUND

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

RECOMMENDATION

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

First Name	Last Name	Title
Cheyenne	Koch	Lifeguard

Start dates vary based on position and training schedule.

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

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 14, 2025

TOPIC: Appointment of Community Service Officer

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the appointment of Chloe Solorzano to the vacant Community Service Officer position within the Public Safety Department.

BACKGROUND

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

The starting wage for Solorzano will be at \$26.27 per hour, which is Step 1 of a 7 step wage scale for the Community Service Officer position. With the Council's approval, Solorzano would start in the position on April 16, 2025.

The hiring of Solorzano will backfill the Community Service Officer vacancy in the Police Department. We currently have one Community Service Officers on staff. The 2025 Adopted Budget includes three part-time Community Service Officer positions.

RECOMMENDATION

Please approve the appointment of Chloe Solorzano to the Community Service Officer position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 14, 2025

TOPIC: Appointment of Community Service Officer

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the appointment of Bennett Pothén to the vacant Community Service Officer position within the Public Safety Department.

BACKGROUND

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

The starting wage for Pothén will be at \$26.27 per hour, which is Step 1 of a 7 step wage scale for the Community Service Officer position. With the Council's approval, Pothén would start in the position on April 16, 2025.

The hiring of Pothén will backfill the Community Service Officer vacancy in the Police Department. We currently have one Community Service Officers on staff. The 2025 Adopted Budget includes three part-time Community Service Officer positions.

RECOMMENDATION

Please approve the appointment of Bennett Pothén to the Community Service Officer position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 14, 2025

TOPIC: Consider Appointment of Part-Time Firefighter

VOTE REQUIRED: Simple Majority

INTRODUCTION

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

BACKGROUND

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

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

The starting wage for Sumrin will be at \$26.27 per hour, which is Step 1 of a 7 step wage scale for the Part-Time Firefighting position.

With the Council's approval, Sumrin would start in the position on April 21, 2025.

The Public Safety Department currently has 11 Part-Time Firefighters on staff.

RECOMMENDATION

Please approve the appointment of Anas Sumrin to the Part-Time Firefighter position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 14, 2025

TOPIC: Consider Appointment of Part-Time Firefighter

VOTE REQUIRED: Simple Majority

INTRODUCTION

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

BACKGROUND

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

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

The starting wage for Gregg will be at \$26.27 per hour, which is Step 1 of a 7 step wage scale for the Part-Time Firefighting position.

With the Council's approval, Gregg would start in the position on April 21, 2025.

The Public Safety Department currently has 11 Part-Time Firefighters on staff.

RECOMMENDATION

Please approve the appointment of Aidan Gregg to the Part-Time Firefighter position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 14, 2025

TOPIC: Consider Appointment of Part-Time Firefighter

VOTE REQUIRED: Simple Majority

INTRODUCTION

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

BACKGROUND

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

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

The starting wage for Johnson will be at \$26.27 per hour, which is Step 1 of a 7 step wage scale for the Part-Time Firefighting position.

With the Council's approval, Johnson would start in the position on April 21, 2025.

The Public Safety Department currently has 11 Part-Time Firefighters on staff.

RECOMMENDATION

Please approve the appointment of Jaxon Johnson to the Part-Time Firefighter position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 14, 2025

TOPIC: Consider Appointment of Paid On-Call Firefighter

VOTE REQUIRED: Simple Majority

INTRODUCTION

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

BACKGROUND

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

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

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

With the Council's approval, Eyestone would start as a Paid On-Call Firefighter on April 21, 2025.

RECOMMENDATION

Please approve the appointment of Samuel Gibson Eyestone to the Paid On-Call Firefighter position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 14, 2025

TOPIC: Consider Appointment of Paid On-Call Firefighter

VOTE REQUIRED: Simple Majority

INTRODUCTION

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

BACKGROUND

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

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

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

With the Council's approval, Paehlke would start as a Paid On-Call Firefighter on April 21, 2025.

RECOMMENDATION

Please approve the appointment of Kaleb Paehlke to the Paid On-Call Firefighter position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 14, 2025

TOPIC: Appointment of Community Development Administrative Assistant

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the appointment of Marissa Ertel to the Administrative Assistant position within the Community Development Department.

BACKGROUND

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

Ertel is currently working as the Office Specialist at City Hall. Prior to coming Lino Lakes she was an Office Generalist at ENT clinic in Woodbury. She has a bachelor's degree in Sociology from Lindenwood University in Missouri.

The starting wage for Ertel will be at \$29.69 per hour, which is step 2 of a 7 step wage scale for the Administrative Assistant position. With the Council's approval, Ertel would start in the position on April 15, 2025.

The hiring of Ertel will backfill the Administrative Assistant vacancy that was created on February 25, 2025. The 2025 Adopted Budget includes one full-time Administrative Assistant in the Community Development department.

RECOMMENDATION

Please approve the appointment of Marissa Ertel to the Administrative Assistant position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE: April 14, 2025

TOPIC: Appointment of Accounting Clerk II

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the appointment of Micheal Persons to the Accounting Clerk II position within the Finance department.

BACKGROUND

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

Persons has over 15 years of relevant accounting and tax experience, primarily at the State of Minnesota Management and Budget. He also owns a tax preparation company. He has a bachelor's degree in Economics and Management from Hamline University.

The starting wage for Persons will be at \$35.32 per hour, which is step 5 of a 7 step wage scale for the Accounting Clerk II position. With the Council's approval, Persons would start in the position on April 15, 2025.

The hiring of Persons will backfill the Accounting Clerk II vacancy that was created on March 3, 2025. The 2025 Adopted Budget includes one full-time Accounting Clerk II in the Finance department.

RECOMMENDATION

Please approve the appointment of Michael Persons to the Accounting Clerk II position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: April 14, 2025

TOPIC: Consider Resolution No. 25-43 Approving Otter Crossing South Preliminary Plat

VOTE REQUIRED: Simple Majority

INTRODUCTION

The applicant, TYME Properties LLC, is proposing to preliminary plat one (1) commercial lot south of CSAH 14 (Main Street), east of I-35E and west of CR 84 (Otter Lake Road) for the purpose of constructing an ALDI's grocery store.

BACKGROUND

The Land Use Application is for the following:

- Preliminary Plat (Otter Crossing South)
 - 1 commercial lot

This staff report is based on the following information:

- Preliminary Plat Plan Set prepared by Pioneer Engineering dated March 18, 2025
- Vacation Exhibits prepared by Pioneer Engineering dated March 5, 2025
- Geotechnical Evaluation Reports prepared by Braun Intertec dated April 7, 2006, September 21, 2007 and November 4, 2024
- Wetland Delineation Report prepared by Midwest Natural Resources, Inc. dated December 7, 2022
- Traffic Study prepared by SSTS Traffic Solutions dated February 16, 2024
- Boundary/Easement Exhibit prepared by Pioneer Engineering dated December 6, 2023
- Certificate of Survey prepared by ISG dated January 8, 2025
- Right Turn Lane Exhibit prepared by Pioneer Engineering dated March 18, 2025

ANALYSIS

Existing Site Conditions

The 28 acre site includes three (3) existing lots. One of the lots was a former bank which has been recently demolished. Per the November 4, 2024 Braun Intertec report, the site currently exists as an agricultural land, predominantly covered with grass and topsoil at the time of our borings. The site features a generally flat to gently undulating topography, with ground elevations ranging from approximately 912 feet at Boring ST-10 to 920 feet at ST-13. The slope rises gently from west to east. Historical aerial imagery indicates that the parcel has primarily been used for agricultural purposes, with no evidence of structures having been present on the site.

Subdivision Ordinance

Conformity with the Comprehensive Plan and Zoning Code

The site is guided commercial per the City's 2040 Comprehensive Plan and zoned GB, General Business. An ALDI grocery store is proposed on Lot 1/1A. A grocery store is a retail business which is a permitted use.

The preliminary plat is consistent with the comprehensive plan for commercial development and zoning code requirements for GB, General Business with minor revisions as detailed in this staff report.

Blocks and Lots

The proposed preliminary plat contains the following areas:

Parcel	Acres	Purpose
Lot 1, Block 1 ^a	1.32 acres	Grocery Store
Lot 1A, Block 1 ^a	2.76 acres	Grocery Store
Outlot A	23.19 acres	Future development
Outlot B	2.23 acres	Future development
CR 84 (Otter Lake Rd)	0.26 acres	Dedicated road right-of-way
TOTAL	29.76 acres	

^a Lot 1 is abstract property and Lot 1A is torrens property. The grocery store will be constructed on both Lots 1 and 1A and it will be treated as one lot.

An additional 10ft of road right-of-way along CR 84 (Otter Lake Road) is being dedicated on the plat as required.

Streets and Alleys

CSAH 14 (Main Street) is an A-Minor Arterial Connector county road. An existing right-in only lane will access the site from Main Street. No additional access points or driveways are allowed along this section of Main Street.

CR 84 (Otter Lake Road) is a minor arterial county road.

The north access into the site is 70th Street which is a private street. This will be a temporary full access road until future development of Outlot A. Then this north access will be right-in/right out and full access will be to the south. Document #487862.011 is a 60 ft wide Grant of Permanent Easement over the private street and conveyed to the City for ingress and egress, drainage and utility purposes. This easement will be vacated by separate Council action and drainage and utility easements will be provided on the final plat.

Otter Lake Service Road is a public local road that will provide future access to Outlot A.

There are no public streets being constructed within the development. The internal system will be private streets and drive lanes.

Document #1271202.0 recorded against the property dedicates a 60ft wide public street and utility easement east-west across the property. This easement will be vacated by separate Council action. The City Council will hold the public hearing which is tentatively scheduled for April 14, 2025.

A shared driveway and maintenance agreement will be required for all private streets and/or shared driveways. An access control agreement will be required for the future right-in/right-out only for the north access on Otter Lake Road.

Easements

Standard drainage and utility easements at least 10 feet wide shall be provided on the preliminary plat over Lot 1 and Lot 1A lot lines, Lot 1 and Lot 1A wetland #3 and stormwater management facilities.

Public Land Dedication

The City will collect cash fee in lieu of land dedication for commercial development at the time of final plat.

Otter Crossing South	
4.08 acres x \$2,600 per acre =	\$10,608

Site and Building Plan Review

A grocery store is a permitted retail use. Site and building plan review for permitted uses are completed at a staff level. The March 12, 2025 Planning & Zoning report details the review. The ALDI grocery store meets zoning code requirements regarding lot sizes, setbacks, architecture, lighting, off-street parking, and other performance standards with minor revisions.

Traffic Study

A Traffic Study was prepared by SSTS dated February 16, 2024. The study analyzed the following intersections:

- Main St (CSAH 14) & I-35E SB Ramps
- Main St (CSAH 14) & I-35E NB Ramps
- Main St (CSAH 14) & Otter Lake Rd (CR 84)
- Main St/Frenchman Rd/CSAH 8 & Victor Hugo Blvd
- Otter Lake Rd (CR 84) & Gymnastics/Industrial Building Access
- Access Locations for Build Conditions

Trip Generation

The study analyzed a Phase 1 development scenario that included a supermarket, fast food, and retail. The Phase 1 development is expected to generate 1,658 new weekday daily trips. The AM peak is 7:15am to 8:15am and PM peak is 4:15pm to 5:15pm. The table below provides a detailed breakdown of land use, shared trips, and pass-by trips. Pass-by trips occur when motorists already on the highway system stop at the development site prior to continuing their intended route.

Land Use	Type	Land Use Code	Size	Trips Generated:				
				AM Peak		PM Peak		Weekday ADT
				Enter	Exit	Enter	Exit	
Supermarket	Retail	850	19,500 s.f.	33	23	87	87	1,062
Fast Food - w/Drive Thru	Retail	934	3,000 s.f.	68	66	52	48	1,402
Strip Retail Plaza	Retail	822	9,800 s.f.	14	9	32	32	370
Totals - Gross				115	98	171	167	2,834
				213		338		
Shared Trips				12	10	17	17	283
				21		34		
Pass-By Trips				39	39	53	53	893
				78		106		
Totals - Net*				64	49	101	98	1,658
				113		199		

- Pass-by trips per land use are per ITE's Trip Generation Manual, 11th Edition.

- A 10% shared trip reduction was applied based on review of ITE's internal capture rates.

Level of Service

Level of Service (LOS) is used to describe the operating conditions and driver delay (measured in seconds) of an intersection. Operations are given letter designations from “A” (best operating conditions) to “F” (worst conditions).

City Code Section 1007.020, Site Plan Review and Section 1001.013(2)(c), Premature Subdivision establishes minimum Level Of Service (LOS) requirements. The ordinance states that if the LOS is A or B, the proposed subdivision shall not the degrade the LOS more than one grade. If the LOS is C or D, it shall not degrade the LOS. Intersections with a LOS of E or F must be improved to ensure a LOS of D or better.

Intersection	Criteria	Measure of Effectiveness (Delay in Sec and Queue in Ft)			
		2026 No-Build		2026 Build	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
Main St (CSAH 14) & I-35E SB Off-Ramp (Signalized)	Overall LOS & Delay	A 6.6	A 6.5	A 6.7	A 6.6
	Worst Movement LOS & Delay	D 36.7 (SBL)	D 40 (SBL)	D 35.5 (SBL)	D 40.5 (SBL)
	95th Percentile Queue	SBL - 121'	SBL - 114'	SBL - 130'	SBL - 124'
Main St (CSAH 14) & I-35E NB Ramps (Signalized)	Overall LOS & Delay	A 5.7	A 8.2	A 6.0	A 8.1
	Worst Movement LOS & Delay	C 33 (SBR)	C 20.8 (SBR)	D 35.8 (SBR)	C 21 (SBR)
	95th Percentile Queue	SBR - 133'	SBR - 182'	SBR - 133'	SBR - 180'
Main St (CSAH 14) & Otter Lake Rd (Signalized)	Overall LOS & Delay	B 18.2	C 22.4	C 20.7	C 26.2
	Worst Movement LOS & Delay	D 40.7 (NBT)	D 47.4 (NBT)	D 47.2 (SBT)	E 66.4 (WBL)
	95th Percentile Queue	WBT - 342'	WBT - 398'	WBT - 340'	EBT - 317'
Main St (CSAH 14) & Victor Hugo Blvd (Signalized)	Overall LOS & Delay	B 17.3	C 25.0	B 17.6	C 27.5
	Worst Movement LOS & Delay	D 43.4 (WBL)	E 49.6 (EBL)	D 42.7 (WBL)	E 60.9 (EBL)
	95th Percentile Queue	WBT - 193'	EBL - 220'	WBT - 187'	EBL - 266'
Otter Lake Rd & Gymnastics Access (Side-Street Stop-Controlled)	Overall LOS & Delay	A 0.1	A 0.8	A 0.1	A 0.9
	Worst Movement LOS & Delay	A 0.1 (SBT)	A 6.8 (WBL)	A 1 (SBL)	A 7.3 (WBL)
	95th Percentile Queue	No Queue	WBR - 43'	SBLT - 4'	SBLT - 50'
Otter Lake Rd & Existing Access (Side-Street Stop-Controlled) *	Overall LOS & Delay			A 1.7	A 2.4
	Worst Movement LOS & Delay	NA	NA	A 6 (EBL)	A 8.3 (EBL)
	95th Percentile Queue			EBLR - 46'	EBLR - 70'
Main St (CSAH 14) & Right-In Only Access (Free Right Movements)	Overall LOS & Delay			A 2.4	A 2.1
	Worst Movement LOS & Delay	NA	NA	A 3.6 (WBT)	A 3 (WBT)
	95th Percentile Queue			No Queue	EBT - 15'

- Level of Service reported from an average delay from 10 SimTraffic simulations for overall intersection and worst movement.
- 95th percentile queues are a result from an average of 10 SimTraffic simulations and the longest queue per intersection is reported.
- Overall LOS “D” and individual movement LOS “E” are considered acceptable if queuing is accommodated.
- * A dedicated SBL turn lane is assumed with Build conditions on Otter Lake Rd at the access.

The proposed Level of Service does not degrade by more than one (1) LOS; therefore, the traffic generated by the proposed development is within the capabilities of the City.

EQB Environmental Review

The site is within the 2005 I-35E Corridor AUAR environmental review boundary. The AUAR was updated in May 2020. The AUAR identifies this site as commercial in the land use scenarios. The proposed ALDI’s grocery store is consistent with commercial development. No further environmental assessment is required.

Wetlands

The preliminary plat includes four (4) wetlands totally approximately 5.94 acres. These wetlands do not appear to be impacted and do not appear to be within the Wetland Management Corridor (WMC). Minimum 10 ft wide drainage and utility easements are required over Wetland 3 on Lot 1 and Lot 1A.

The applicant will need to work with RCWD for Wetland Conservation Act regulations.

Shoreland District

The preliminary plat is not located in the Shoreland District.

Floodplain

There is no FEMA floodplain on site.

Additional City and Government Agency Review Comments

Anoka County Highway Department

Anoka County Highway Department reviewed the preliminary plat and their comments have been addressed.

Public Safety Comments

The Lino Lakes Fire Division had no comments on the preliminary plat.

The Lino Lakes Police Division had no comments on the preliminary plat.

Environmental Board

The Environmental Board reviewed the project at their February 26, 2025 meeting.

Planning & Zoning Board

The Planning & Zoning Board held a public hearing on March 12, 2025. There were no public comments. The Board recommended approval with a 6-0 vote.

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

The applicant shall submit a Land Use Application for final plat after preliminary plat approval. A Development Agreement will then be prepared by the City as part of the final plat application.

Site Improvement Performance Agreement

Site Improvement Performance Agreements will be required for construction of the ALDI grocery store.

Comprehensive Plan

The Otter Crossing South preliminary plat and commercial development are consistent with the goals and policies of the comprehensive plan regarding land use, housing, economic development, transportation, local water management plan, sanitary sewer, water supply and parks, greenway and trails.

Land Use Plan

The Comprehensive Plan guides this property for commercial use. The preliminary plat and proposed grocery store are consistent with commercial land use.

Housing Plan

The goals and policies of Housing Plan are not negatively impacted by the commercial development.

Economic Development

The commercial development supports the City's economic development plan.

Transportation Plan

Goals of the Transportation Plan are to ensure that street and roads are as safe as possible and to reduce unnecessary traffic. CSAH 14 (Main Street) is an A-Minor Arterial Connector county road. CR 84 (Otter Lake Road) is a minor arterial county road. The exiting road system can accommodate the traffic generated by the commercial development.

Local Water Management Plan

The purpose of the water management program is to protect, preserve, and use natural surface and groundwater storage and retention systems and prevent erosion of soil into surface water

systems. The commercial development will construct stormwater management BMP's such as curb, gutter, and stormwater ponds.

Sanitary Sewer Plan

The goal of the sanitary sewer plan is to maintain the city's residents and businesses with an affordable and safe sanitary sewer system. The commercial development will be served by an affordable and safe sanitary sewer system.

Water Supply Plan

A goal of the water supply plan is to provide residents and businesses with affordable potable water that is safe and of high quality for daily consumption and fire demand. The commercial development will be served with a safe and high quality water supply.

Parks, Greenways and Trails

A goal and policy of the parks, greenways and trails plan is to continue to development and fund recreational activities in the City. The City will require cash in lieu of land dedication for the one (1) new commercial lot.

Findings of Fact

The findings of fact are detailed in the attached resolution.

Vacations

Document #1271202.0 regarding the permanent easement for public streets and utility purposes and Document #487862.011 regarding the grant of permanent easement for construction purposes shall be vacated contingent upon filing of the final plat.

Theses vacations will be processed in a separate staff report. The City Council will hold the public hearing on April 14, 2025.

RECOMMENDATION

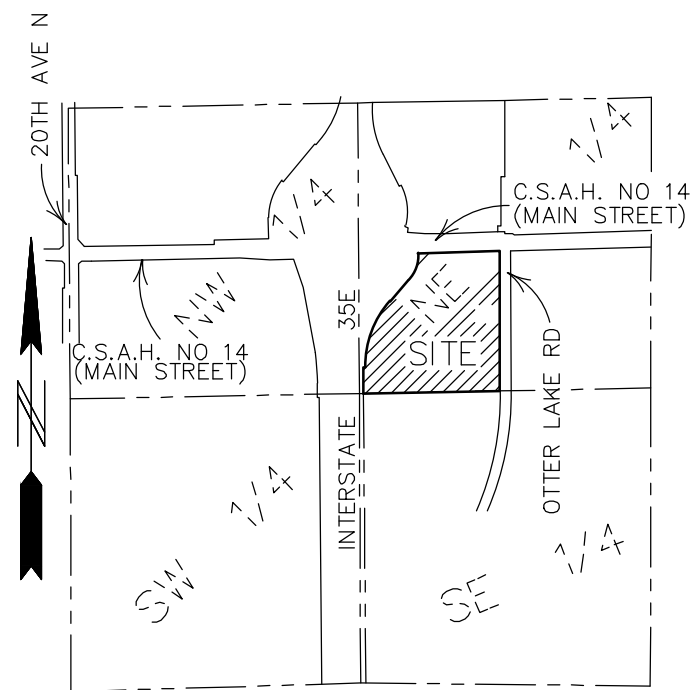
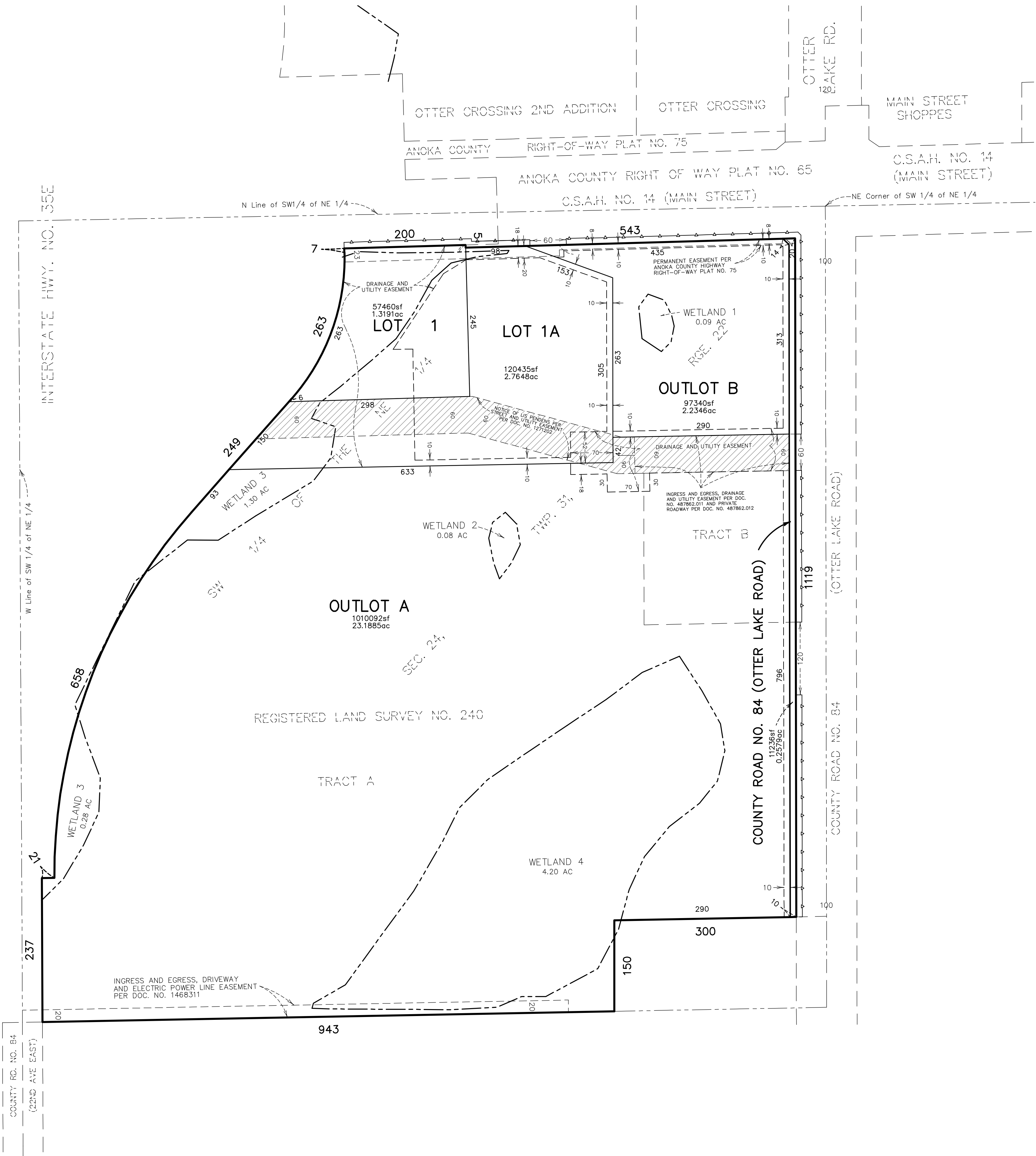
Staff recommends approval of the Otter Crossing South preliminary plat.

ATTACHMENTS

1. Site Location & Aerial Map
2. Otter Crossing South Preliminary Plat
3. City Engineer Memo-Otter Crossing South dated April 9, 2025
4. Resolution No. 25-43 Approving Preliminary Plat



ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 75



SECTION 24, TWP. 31, RGE. 22
ANOKA COUNTY, MINNESOTA
LOCATION MAP
NO SCALE

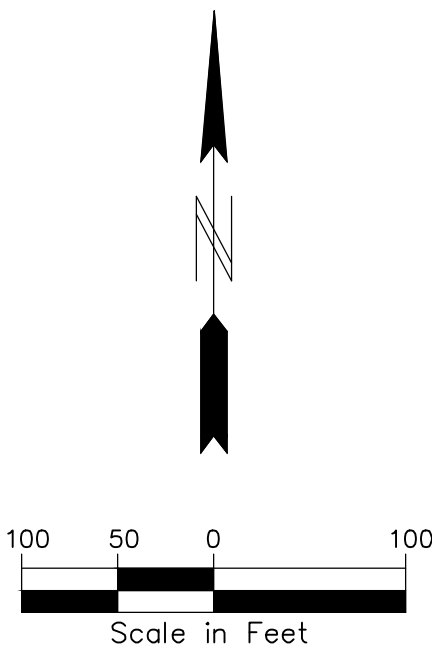
- DENOTES EASEMENTS TO BE VACATED
- DENOTES RESTRICTED ACCESS

ZONING INFORMATION

2040 Comprehensive Land Use is commercial
Zoning is GB, General Business

Tract A, Registered Land Survey No. 240, Anoka County, Minnesota.
(Torrens)
And
That part of the Southwest Quarter of the Northeast Quarter of Section 24,
Township 31, Range 22, described as follows: Beginning at the point of
intersection of the South line of County State Aid Highway 14 and the Easterly
right-of-way line of Interstate No. 35E; thence East along said South line of
County State Aid Highway No. 14, a distance of 200 feet; thence at a right
angle South 250 feet; thence at a right angle West 298.22 feet to the Easterly
right of way line of Interstate Highway No. 35E; thence Northerly along said
Easterly right-of-way line 273.62 feet to the point of beginning, according to
the United States Government Survey thereof, Anoka County, Minnesota.
(Abstract)
And
Tract B, Registered Land Survey No. 240, Anoka County, Minnesota.
(Torrens)

TOTAL GROSS AREA	29.76	ACRES
LOT 1 AREA	1.32	ACRES
LOT 1A AREA	2.76	ACRES
TOTAL LOT AREA	4.08	ACRES
NUMBER OF LOTS	2	
NUMBER OF OUTLOTS	2	
TOTAL OUTLOT AREA	25.42	ACRES
TOTAL RIGHT OF WAY AREA	0.26	ACRES
TOTAL WETLAND AREA	5.95	ACRES



BENCH MARK
TOP NUT HYDRANT IN N.W. QUAD. OF
OTTER LAKE ROAD & PRIVATE DRIVE
370 FT. NORTH OF MAIN STREET
EL=920.47 NVGD88(DATUM)
00-SURV-119015-BASE.DWG

Memorandum

To: Katie Larsen, Lino Lakes City Planner
From: Diane Hankee PE, Lino Lakes City Engineer
Date: April 9, 2025
Re: Otter Crossing South
Preliminary Plat Review
028173-000

WSB reviewed the Preliminary Plat submittal for the Otter Crossing South site in Lino Lakes, MN, received April 1, 2025. The site is 3.80 acres and located off 70th Avenue and Otter Lake Road. Comments were made on the following documents:

- Otter Crossing South – Preliminary Plat submittal prepared by Pioneer, dated March 18, 2025, received February 10, 2025.

The following review comments should be responded to in writing by the applicant.

Engineering

- **General**

The Otter Crossing South commercial development proposes to create a commercial lot and access for the current Aldi site (Lot 1 and Lot 1A) 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 not provided for the preliminary plat as there was no additional grading proposed outside the scope of the Aldi project.

- **Stormwater Management**

No specific stormwater management calculations were for the Otter Crossing South preliminary plat as there was no additional stormwater management proposed outside the scope of the Aldi site

- **Water Supply**

The City's water system has the pumping capacity to supply the proposed project. However, due to the City's limited firm capacity each project is being evaluated on a case by case basis to determine its impact on the system's peak day demand. Based on this evaluation the projected use falls within our current available firm capacity.

The City has initiated the permit process for construction of Well No. 7, however if approved, the new well will not likely be operational until late 2026. In the meantime due to uncontrollable variable in weather conditions that effect water demands the city reserves the right to impose water restrictions during peak days.

A specific utility plan was not provided for the preliminary plat however the ghost plat showed the existing 8" watermain stub on 70th Street that would be utilized by the proposed Aldi site. There were no additional utilities proposed outside the scope of the Aldi project. A future watermain stub will need to be provided to the south currently beyond the temporary cul de sac that will ultimately loop to both Otter Lake Road and The Otter Lake Service Road in the southwest corner of the site.

Comments:

1. Future easement will be required in favor of the restaurant site for utilities from the Otter Lake Service Road or the restaurant service stubs should be shifted to the access road as part of the Aldi plan/construction

- **Sanitary Sewer**

A specific utility plan was not provided for the preliminary plat however the master plan showed the existing 8" sanitary stub on 70th Street that would be utilized by the proposed Aldi site. There were no additional utilities proposed outside the scope of the Aldi project. A future sanitary sewer stub will need to be provided to the south currently beyond the temporary cul de sac that will ultimately serve the remaining outlot area to the southwest.

Comments:

2. Future easement will be required in favor of the restaurant site for utilities from the Otter Lake Service Road or the restaurant service stubs should be shifted to the access road as part of the Aldi plan/construction

- **Transportation**

The current Otter Crossing South development proposes utilizing and extending the existing accesses from Main Street/ CSAH 14 and Otter Lake Road/ CR84. A traffic study and analysis was conducted for the overall development and redline comments were provided for the submitted study (attached).

Comments:

3. A traffic and queueing analysis should be done specifically for the proposed frontage road and 70th Street intersection. Surrounding accesses should be spaced and meet any requirements of that analysis.
4. ~~The temporary turnaround/cul de sac should be shifted to the south leg of the frontage road and 70th Street intersection.~~
5. Ghost platting on the north side should reduce accesses to Otter Lake Service Road to one access lined up as shown or remove all accesses for future development

- **Wetlands and Mitigation Plan**

Site disturbances are in an upland location and wetland impacts are not proposed with this addition. Future plats may impact delineated wetlands on site and will need to be mitigated at that time.

- **Landscaping**

The City's Environmental Coordinator to review landscaping and provide additional in-depth comments when provided. No landscaping is currently proposed outside the scope of the Aldi project.

- **Floodplain**

No floodplain impacts are proposed on site.

- **Drainage and Utility Easements**

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).

Comments:

1. Distinguish new/proposed easements from vacated easements when they are overlapping
 - a. Consider additional document that shows post-vacated 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 Hanke at (651) 982-2430 or dhanke@linolakes.us.

**CITY OF LINO LAKES
RESOLUTION NO. 25-43**

RESOLUTION APPROVING OTTER CROSSING SOUTH PRELIMINARY PLAT

WHEREAS, the City received a land use application for Otter Crossing South preliminary plat ("Development"); and

WHEREAS, City staff completed review of the Development based on the following submittals:

- Preliminary Plat Plan Set prepared by Pioneer Engineering dated March 18, 2025
- Vacation Exhibits prepared by Pioneer Engineering dated March 5, 2025
- Geotechnical Evaluation Reports prepared by Braun Intertec dated April 7, 2006, September 21, 2007 and November 4, 2024
- Wetland Delineation Report prepared by Midwest Natural Resources, Inc. dated December 7, 2022
- Traffic Study prepared by SSTS Traffic Solutions dated February 16, 2024
- Boundary/Easement Exhibit prepared by Pioneer Engineering dated December 6, 2023
- Certificate of Survey prepared by ISG dated January 8, 2025
- Right Turn Lane Exhibit prepared by Pioneer Engineering dated March 18, 2025; and

WHEREAS, a public hearing was held before the Planning & Zoning Board on March 12, 2025 and the Board recommended approval of the preliminary plat with a 6-0 vote.

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

FINDINGS OF FACT

Per City Code Section 1001.013, Premature Subdivision:

(1) *General*. Any concept plan, preliminary plat or final plat deemed premature pursuant to the following criteria shall be denied by the City Council.

(2) *Conditions for establishing a premature subdivision*. A subdivision may be deemed premature should any of the following conditions not be met.

(a) *Consistency with the Comprehensive Plan*. Including any of the following:

1. Land use plan;
2. Transportation plan;
3. Utility (sewer and water) plans;
4. Local water management plan;
5. Capital improvement plan; and
6. Growth management policies, including MUSA allocation criteria.

Otter Crossing South preliminary plat is consistent with the goals and policies of the comprehensive plan.

(b) *Consistency with infill policies.* A proposed urban subdivision shall meet the city's infill policies:

1. The urban subdivision must be located within the Metropolitan Urban Service Area (MUSA) or the staged growth area as established by the city's Comprehensive Plan;
2. The cost of utilities and street extensions must be covered by one or more of the following:
 - a. An immediate assessment to the proposed subdivision;
 - b. One hundred percent of the street and utility costs are privately financed by the developer;
 - c. The cost of regional and/or oversized trunk utility lines can be financed with available city trunk funds; and
 - d. The cost and timing of the expenditure of city funds are consistent with the city's capital improvement plan.
3. The cost, operation and maintenance of the utility system are consistent with the normal costs as projected by the water and sewer rate study; and
4. The developer payments will offset additional costs of utility installation or future operation and maintenance.

Otter Crossing South preliminary plat is consistent with infill policies. The development is within the current Utility Staging Area 1A (2018-2025). The cost and timing of the expenditure of city funds are consistent with the city's capital improvement plan. The cost, operation and maintenance of the utility system are consistent with the normal costs projected by the water and sanitary rate study. No future utility costs are proposed.

(c) *Roads or highways to serve the subdivision.* A proposed subdivision shall meet the following requirements for level of service (LOS), as defined by the Highway Capacity Manual:

1. If the existing level of service (LOS) outside of the proposed subdivision is A or B, traffic generated by a proposed subdivision will not degrade the level of service more than one grade;
2. If the existing LOS outside of the proposed subdivision is C, traffic generated by a proposed subdivision will not degrade the level of service below C;
3. If the existing LOS outside of the proposed subdivision is D, traffic generated by a proposed subdivision will not degrade the level of service below D;
4. The existing LOS must be D or better for all streets and intersections providing access to the subdivision. If the existing level of service is E or F, the subdivision developer must provide, as part of the proposed project, improvements needed to ensure a level of service D or better;

5. Existing roads and intersections providing access to the subdivision must have the structural capacity to accommodate projected traffic from the proposed subdivision or the developer will pay to correct any structural deficiencies;
6. The traffic generated from a proposed subdivision shall not require city street improvements that are inconsistent with the Lino Lakes capital improvement plan. However, the city may, at its discretion, consider developer-financed improvements to correct any street deficiencies;
7. The LOS requirements in divisions (2)(c)1. to 4. above do not apply to the I-35W/Lake Drive or I-35E/Main St. interchanges. At city discretion, interchange impacts must be evaluated in conjunction with Anoka County and the Minnesota Department of Transportation, and a plan must be prepared to determine improvements needed to resolve deficiencies. This plan must determine traffic generated by the subdivision project, how this traffic contributes to the total traffic, and the time frame of the improvements. The plan also must examine financing options, including project contribution and cost sharing among other jurisdictions and other properties that contribute to traffic at the interchange; and
8. The city does not relinquish any rights of local determination.

Otter Crossing South preliminary plat meets the requirements for level of service (LOS). Intersections currently operate at an overall Level of Service (LOS) A. Build condition overall LOS will continue to operate at a level A.

The proposed Level of Service does not degrade by more than one (1) LOS; therefore, the development is not considered premature. Existing roads and intersections providing access to the subdivision have the structural capacity to accommodate projected traffic from the proposed subdivision. No street improvements are proposed that are inconsistent with the City's capital improvement plan. The city does not relinquish any rights of local determination.

(d) *Water supply.* A proposed subdivision shall be deemed to have an adequate water supply when:

1. The city water system has adequate wells, storage or pipe capacity to serve the subdivision;
2. The water utility extension is consistent with the Lino Lakes water plan and offers the opportunity for water main looping to serve the urban subdivision;
3. The extension of water mains will provide adequate water pressure for personal use and fire protection; and
4. The rural subdivision can demonstrate that each of the proposed lots can be provided with a potable water supply.

Otter Crossing South preliminary plat will have an adequate water supply.

(e) *Waste disposal systems.* A proposed subdivision shall be served with adequate waste disposal systems when:

1. The urban sewerer subdivision is located inside the city's MUSA or is consistent with the MUSA allocation criteria;
2. The city has sufficient MUSA and pipe capacity to serve the subdivision if developed to its maximum density;
3. The subdivision will result in a sewer extension consistent with Lino Lakes sewer plan and capital improvement plan;
4. A rural subdivision can demonstrate that each lot can be served by an adequate sanitary sewer disposal system; and
5. A rural subdivision with a proposed communal sanitary sewer or water system has an effective long range management and maintenance program with proper financing.

Otter Crossing South preliminary plat will be served with an adequate waste disposal system.

BE IT FURTHER RESOLVED the Otter Crossing South preliminary plat is not a premature subdivision; and

BE IT FURTHER RESOLVED the Otter Crossing South preliminary plat is approved subject to the following conditions:

1. A declaration stating Lot 1 and Lot 1A, Otter Crossing South shall be maintained together for the purposes of sale and development.
2. A shared access, parking, and maintenance agreement and exhibit shall be recorded.
3. A declaration of access control along CR 84 (Otter Lake Road) and exhibit shall be recorded.
4. Document #1271202.0 regarding the permanent easement for public streets and utility purposes shall be vacated contingent upon filing of the final plat.
5. A Quit Claim Deed related to the vacation of Document #1271202.0 shall be recorded.
6. Document #487862.011 regarding the grant of permanent easement for construction purposes shall be vacated contingent upon filing of the final plat.

BE IT FURTHER RESOLVED the following items shall be addressed prior to City Council approval of the Otter Crossing South final plat:

1. All comments from the City Engineer memos dated April 9, 2025.
2. The City Attorney shall draft the quit claim deed related to the vacations.

Adopted by the City Council of the City of Lino Lakes this _____ day of _____, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

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

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: April 14, 2025

TOPIC: **PUBLIC HEARING:** Consider 1st Reading of Ordinance No. 05-25, Vacating certain street, drainage, and utility easements on 70th Street and Otter Crossing South

VOTE REQUIRED: Super Majority

INTRODUCTION

Staff is requesting City Council consideration of the 1st Reading of Ordinance No. 05-25, vacating certain street, drainage, and utility easements on 70th Street and Otter Crossing South.

BACKGROUND

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

The existing easements include Document #1271202.0 an easement for public streets and utility purposes and Document #487862.011 an easement for construction purposes shall be vacated contingent upon filing of the Otter Crossing South final plat.

The second reading of the ordinance is scheduled for April 28, 2025.

RECOMMENDATION

Staff is recommending approval of the 1st Reading of Ordinance No. 05-25, vacating certain street, drainage, and utility easements on 70th Street and Otter Crossing South.

ATTACHMENTS

1. Ordinance No. 05-25

1 st Reading:	Website Notice:
2 nd Reading:	Publication:
Adoption:	Effective:

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

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

The City Council of Lino Lakes ordains:

Section 1: Findings of Fact

1. The City of Lino Lakes has received a petition from the only property owner abutting certain street, drainage, utility and ingress and egress easements requesting that the City vacate said easements in accordance with Minnesota Statutes § 412.851 and City Charter.

2. The easements proposed to be vacated are legally described as:

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

and

All that part of the Permanent Easement as described in doc. 487862.011, Anoka County, Minnesota, depicted in Exhibit B, attached hereto.

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

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

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

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

Section 4: Effect

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

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

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

Adopted by the Lino Lakes City Council this ____ day of _____, 2025.

BY: _____
Rob Rafferty, Mayor

ATTEST:

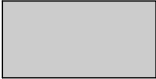
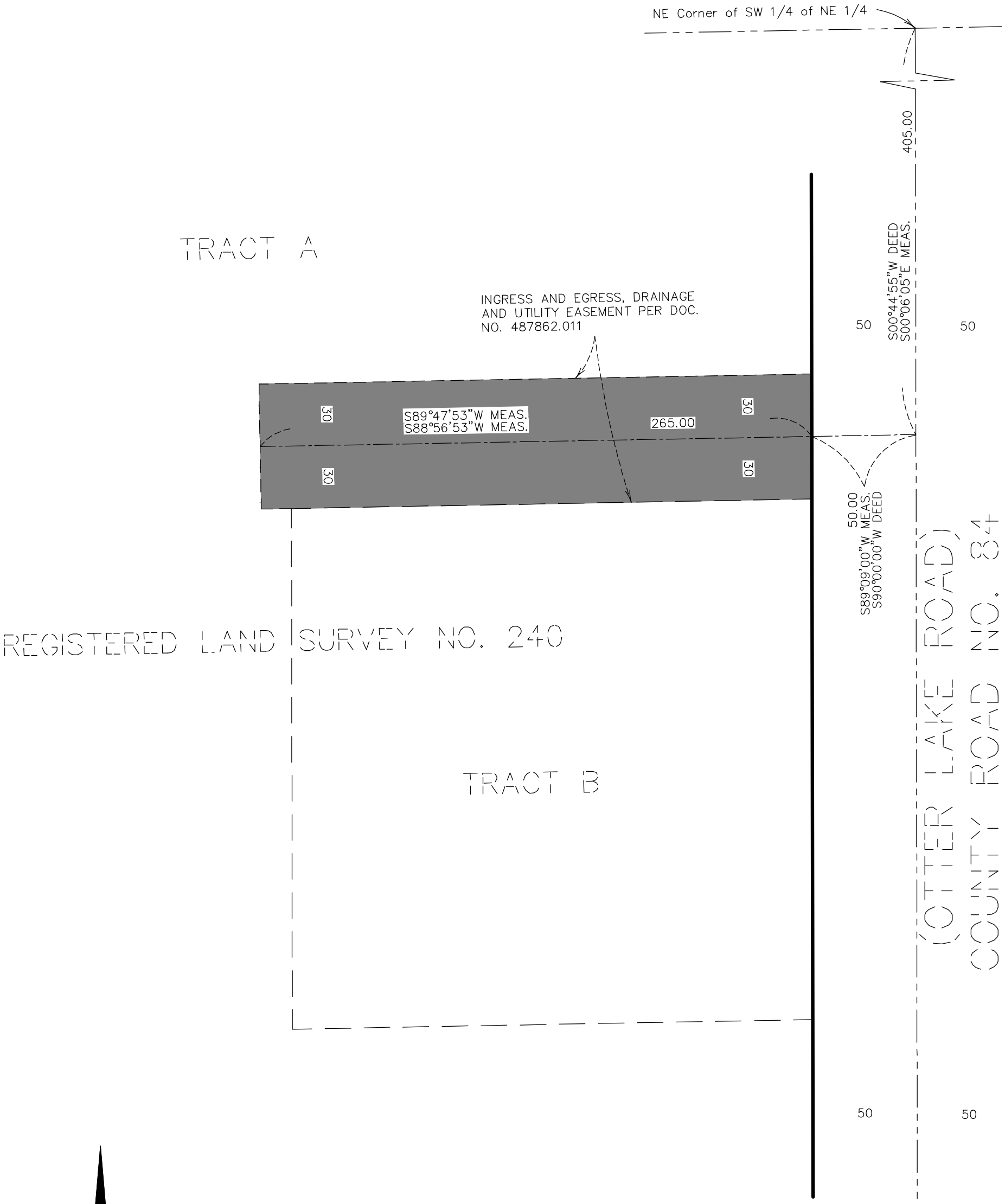
Roberta Colotti, CMC, City Clerk

EXHIBIT A

Vacation Exhibit-Street and Utility Easement

EXHIBIT B

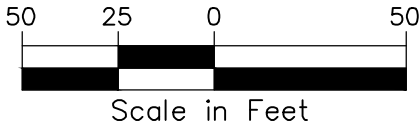
Vacation Exhibit- Permanent Easement



Denotes proposed easement to be vacated

EASEMENT TO BE VACATED

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



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

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: April 14, 2025

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

VOTE REQUIRED: 3/5

INTRODUCTION

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

BACKGROUND

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

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

RECOMMENDATION

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

ATTACHMENTS

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

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

APPROVING SITE IMPROVEMENT PERFORMANCE AGREEMENT WITH ALDI INC.

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

WHEREAS, the legal description of the property is:

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

AND

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

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

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

Adopted by the Council of the City of Lino Lakes this 14th day of April, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

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

THIS AGREEMENT made this _____ day of _____, 2025, is by and between the **City of Lino Lakes**, a municipal corporation organized under the laws of the State of Minnesota, and Aldi Inc. ("Developer").

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

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

And

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

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

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

I. DESIGNATION OF IMPROVEMENTS.

- A. Improvements on the project site to be installed at the Developer's expense by the Developer as hereinafter provided are hereinafter referred to as "On-site Work".
- B. Improvements off the project site to be installed at the Developer's expense, if any, by the Developer as hereinafter provided are hereinafter referred to as "Off-Site Work".

II. ON-SITE WORK.

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

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

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

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

III. OFF-SITE WORK

- A. Off-site Work. The Developer shall design and install, at the Developer's expense, the southbound Otter Lake Road (CR 84) right turn lane at 70th Street in compliance with all applicable statutes, codes and ordinance of the City and Anoka County.

Such improvements shall be completed in accordance with Section V. set forth herein.

- C. Right-of-Way. The Developer shall be responsible for acquiring any right-of-way, temporary easements, or permanent easements necessary for the making of such improvements.
- D. Plans & Specifications. The Developer shall prepare plans and specifications for the making of such improvements. Said plans and specifications shall be subject to review and approval by the City of Lino Lakes and Anoka County.
- E. Construction Observation. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City and County standards as a condition of City/County acceptance. In addition, the City and/or County shall have one or more inspectors inspect the work on a full or part-time basis.

The Developer, or its engineer shall schedule a preconstruction meeting at a mutually agreeable time at the Lino Lakes City Hall, located at 600 Town Center Parkway, Lino Lakes, Minnesota with contractors, subcontractors, the City/County staff, and other parties specified by the City to review the program for the construction work.

- F. Record Plans. Within thirty (30) days after the completion of the improvements the Developer shall supply the City with a complete set of reproducible mylar "Record" drawings, and two complete sets of paper copy "Record" drawings, all prepared in accordance with City standards. An electronic copy of the plans shall also be submitted in an AutoCAD DWG format.
- G. Cost Estimates. The Developer shall provide the City with a written estimate of all applicable costs of the Off-Site Work, itemized by type; the estimates shall be based upon the actual estimates provided by the contractors who are to do the Work. Said cost estimates shall be reviewed by the City, and the City shall establish the actual amount of the

financial guarantee. The Description of and estimated Costs of Developer's Off-Site Work is as follows:

	<u>Description of Improvements</u>	<u>Estimated Costs</u>
1.	SB Right Turn Lane (Otter Lake Road)	\$180,000
	Total Estimated Cost of Developer Improvements	\$180,000
	Security Requirement (Total * 125%)	\$225,000

IV. DEVELOPER FEES.

A. Trunk Sanitary Sewer Connection Fees

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

Trunk Charge

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

Availability Charge

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

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

B. Trunk Water Connection Fees

The City established trunk utility connection fees to uniformly distribute the costs of public trunk water infrastructure. The Trunk Utility Connection

Fee consists of two components; a Trunk Charge and an Availability Charge.

Trunk Charge

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

Availability Charge

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

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

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

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

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

V. RECORD DRAWINGS.

- A. Upon project completion, Developer shall submit record drawings, in electronic format, of all public and private infrastructure improvements, including grading, sanitary sewer, water main, storm sewer facilities, and roads, constructed by Developer. The as-built survey must include, but is not limited to, proposed and final contours with adequate elevation shots to show conformance, property irons (to be exposed in field), low floor and low opening elevations, and the 100-Year High Water Level (HWL) of all ponds, lakes, and wetland areas. The files shall be drawn in Anoka County NAD 83 Coordinate system and provided in both AutoCAD .dwg and Adobe .pdf file formats. The plans shall include accurate locations, dimensions, elevations, grades, slopes and all other pertinent information concerning the complete work. The Developer shall also submit certified compaction testing results for the site grading operations.
- B. A summary of the record plan attribute data for the storm sewer, water main, and sanitary sewer structures and pipes shall be submitted in the form of an Excel Spreadsheet as provided by the City Engineer.
- C. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

VI. COMPLETION DATE.

If the activities authorized by site and building plan approval are not initiated within twelve (12) months from the final execution of this agreement, then Developer will need to start the site and building plan approval process from

the beginning. If after twenty-four (24) months from the final execution of this agreement the Developer has not completed the project the City reserves the right to use securities to address site issues to ensure compliance with City Codes.

VII. GUARANTEE.

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

VII. REIMBURSEMENT OF COSTS.

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

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

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

- C. Intentionally Deleted.

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

- A. Grading and Utility Improvements. Site grading and utility improvements may commence upon completion of the following:

- i. Execution of this agreement and receipt of all securities required herein.
- ii. Execution of a Declaration for Maintenance of Stormwater Facilities, Said document shall be recorded against the property.
- iii. Issuance of Rice Creek Watershed District Permit.
- iv. Review and approval of a Zoning Permit for Grading Application by the City Engineer.

- B. Building Permit. Building Permit Issuance shall be allowed subject to the following conditions:

- i. Satisfaction of the conditions outlined in VIII.A. above; and
- ii. As-Built Survey. The Developer's engineer shall certify, in writing with an as-built survey, that all grading complies with the grading plan prior to issuance of building permits. The as-built survey must include, but is not limited to, proposed and final contours with adequate elevation shots to show conformance, property irons (to be exposed in field), low floor and low opening elevations, and the 100-Year High Water Level (HWL) of all ponds, lakes, and wetland areas.
- iii. Provision of temporary public drainage and utility easements over all public utility improvements. Said easements shall expire upon filing of the final plat and dedication of permanent easements.
- iv. Review and approval of the building permit application by the Building Official.
- v. Construction shall be limited to maintain a maximum distance of 150 feet from the furthest exterior wall to an improved gravel street as per the State Fire Code. The developer may construct and maintain access in order to meet the requirements;

IX. REMEDIES FOR BREACH.

- A. The City shall give prior written notice to the Developer of any default hereunder before proceeding to enforce such financial guarantee or before the City undertakes any work for which the City will be reimbursed through the financial guarantee. If within twenty (20) days after receipt of such written notice to it, the Developer has not notified the City by stating in writing the manner in which the default will be cured and the time within which such default will be cured, the City will proceed with the remedy it deems reasonably appropriate.
- B. At any time after the completion date and any extensions thereof, if any of the work is deemed incomplete, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all expenses reasonably incurred by the City in connection therewith, including, but not limited to, engineering, legal, planning and litigation costs and expense. The enumeration of the remedies hereunder shall be in addition to any other remedies available to the City.
 - 1. Specific Performance. The City may in writing direct the surety or the Developer to cause the Work to be undertaken and completed within a specified reasonable time. If the Developer fails to cause

the Work to be done and completed in a manner and time reasonably acceptable to the City, the City may proceed to bring an action for specific performance to require work to be undertaken.

2. Completion by the City. The City, after written notice, may enter the premises and proceed to have the Work done either by contract, by day labor or by regular City forces. The Developer may not question the manner of doing such work or the letting of any such contracts for the doing of any such work; provided that all such work is performed in a reasonable manner, the costs are reasonable and the work is completed in a good and workman-like manner and in accordance with the approved plans and specifications. Upon completion of such work, the Developer shall promptly pay the City the full cost thereof as aforesaid.
3. Deposit of Financial Guarantee. In the event the financial guarantee has been submitted in the form of a Letter of Credit, the City may draw on the Letter of Credit the sum equal to the reasonably estimated cost of completing the Work, plus the City's reasonably estimated expenses as defined herein, including any other reasonable costs, expenses, and damages for which the surety may be liable hereunder, but not exceeding the amount set forth on the Letter of Credit. The money shall be deemed to be held by the City for the purpose of reimbursing the City for any reasonable costs incurred in completing the Work as hereinafter specified. Any funds remaining after completion of the project shall be promptly returned to the Developer.

IX. OCCUPATION OF PREMISES.

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

X. INSURANCE.

Developer or its general contractor shall take out and maintain until one year after the City accepted the Developer Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's or general contractor's work, as the case may be, or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than Five Hundred Thousand and no/100 (\$500,000.00) Dollars for one person and One Million and no/100 (\$1,000,000.00) Dollars for each occurrence; limits for property damage shall be not less than One Million and no/100

(\$1,000,000.00) Dollars for each occurrence; or a combination single limit policy of Two Million and no/100 (\$2,000,000.00) Dollars or more. The City, its employees, its agents and assigns shall be named as an additional insured on the policy, and the Developer or its general contractor shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given ten days advance written notice of the cancellation of the insurance. The certificate may not contain any disclaimer for failure to give the required notice.

XI. REIMBURSEMENT FOR LITIGATION EXPENSES.

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

XII. VALIDITY.

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

XIII. GENERAL.

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

- D. Hours of Construction Activity. Construction activity shall be limited to the hours set out as follows:

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

XIV. VIOLATIONS/BUILDING PERMITS.

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

CITY OF LINO LAKES

By _____
Mayor

ATTEST:

By _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

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

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

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

Notary Public

DEVELOPER

By Aldi Inc.

[illegible]

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

Notary Public

This instrument was drafted by:

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

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

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: April 14, 2025

TOPIC: Java Lino Lakes

- i. Consider Resolution No. 25-45 Approving Final Plat
- ii. Consider Resolution No. 25-46 Approving Development Agreement
- iii. Consider Resolution No. 25-47 Amending Resolution No. 24-143 Legal Description

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council consideration of the above noted items.

Complete Application Date:	March 14, 2025
60-Day Deadline:	May 13, 2025
Environmental Board Meeting:	N/A
Park Board Meeting:	N/A
Planning & Zoning Board Meeting:	April 9, 2025
City Council Work Session:	April 14, 2025
City Council Meeting:	April 14, 2025

The applicant, Java Companies, LLC., submitted a land use application for final plat for Java Lino Lakes. The plat is for three (3) commercial lots near Lake Drive, Marketplace Drive, and 77th Street. The preliminary plat was previously called Lino Retail 2.0 but the final plat has been changed to Java Lino Lakes.

The Land Use Application is:

- Final Plat for 3 commercial lots

This staff report is based on the following information:

- Lino Lakes 2.0 civil plan set prepared by Design Tree revision date March 5, 2025

- Java Lino Lakes Preliminary Plat prepared by Design Tree revision date February 7, 2025
- Java Lino Lakes Final Plat prepared by Design Tree received on March 11, 2025
- Final Stormwater Management Study prepared by Design Tree dated March 5, 2025
- Title Commitments

Resolution No. 25-47 amends Resolution No. 24-143 approving the CUP for auto-repair-minor. The legal description in Resolution No. 24-143 referenced Lot 1, Block 2, Lino Retail 2.0 but the final plat name changed from Lino Retail 2.0 to Java Lino Lakes. The legal description is now Lot 1, Block 2, Java Lino Lakes.

BACKGROUND

On November 12, 2024, the City Council passed Resolution No. 24-142 approving the preliminary plat for what was then called Lino Retail 2.0. The final plat is now called Java Lino Lakes. The Council staff report and resolution detail the project's consistency with the City's Comprehensive Plan and compliance with the City Code for zoning and subdivision requirements.

ANALYSIS

The final plat contains the following lots:

Parcel	Acres	Purpose
Lot 1, Block 1	1.61 acres	Retail (auto parts sales)
Lot 2, Block 1	1.41 acres	3 unit multi-tenant retail building
Lot 1, Block 2	1.32 acres	Fast oil change facility
77 th Street	0.56 acres	Vacated road right-of-way
Lake Drive	0.11 acres	Dedicated road right-of-way
TOTAL	5.01 acres	

Planning & Zoning Board

On April 9, 2025, the Planning and Zoning Board reviewed the Java Lino Lakes final plat and made the following 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

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

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

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

Public Land Dedication

The City will collect cash fee in lieu of land dedication for commercial development at the time of final plat.

Java Lino Lakes	
4.34 acres x \$2,600 per acre =	\$11,284

Title Commitment

The City Attorney reviewed the title commitments and final plat and notes mortgage consents are required per the title company.

Agreements

- *Stormwater Maintenance Agreement*

The stormwater facilities will be privately maintained and a Declaration for Maintenance of Stormwater Facilities will be required.

- *Development Agreement and Final Plat*

The applicant shall submit a Land Use Application for final plat after preliminary plat approval. A Development Agreement will then be prepared by the City as part of the final plat application.

- *Site Improvement Performance Agreement*

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

Findings of Fact

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

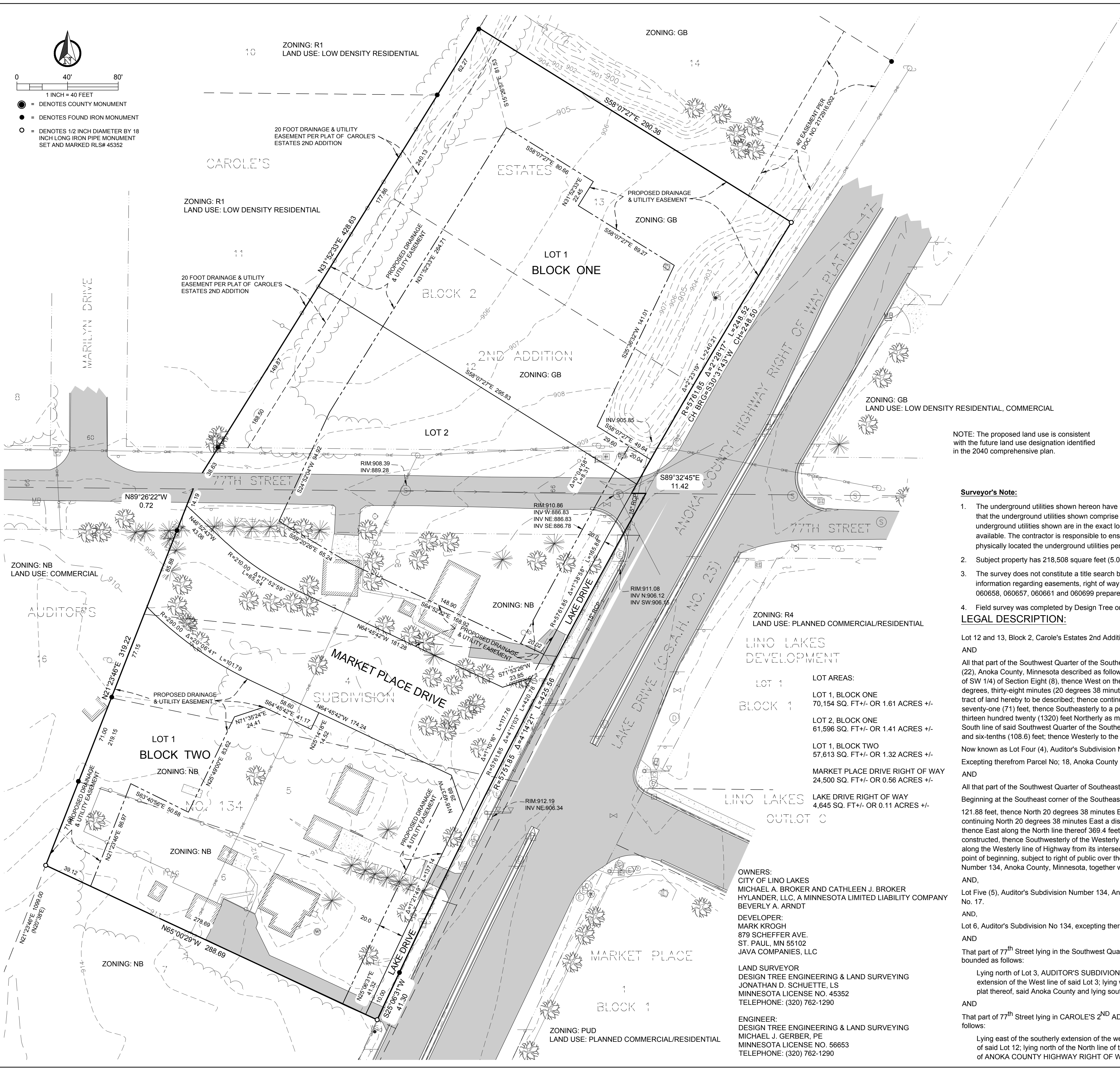
RECOMMENDATION

Staff and the Planning & Zoning Board recommend approval of the Java Lino Lakes final plat.

ATTACHMENTS

1. Preliminary Plat
2. Resolution No. 25-45
3. Final Plat
4. Resolution No. 25-46
5. Development Agreement
6. Resolution No. 25-47
7. City Engineer Memo dated April 2, 2025
8. Environmental Memo dated March 26, 2025
9. Fire Hydrant Location Map

F:\DESIGN TREE ENGINEERING\PROJECTS\109 - JAVA PROPERTIES\10923008 - LINO LAKES 2.0\CONSTRUCTS\SURVEY\PP-10923008.DWG ### 3/12/2025



PRELIMINARY PLAT OF JAVA LINO LAKES

LEGEND

- PLATTED & EXISTING LOT LINES
- EXISTING RIGHT OF WAY
- EASEMENT LINES
- CENTERLINE
- BOUNDARY LINE
- WOOD FENCE
- CHAINLINK FENCE
- WIRE FENCE
- STORM SEWER LINE
- SANITARY SEWER LINE
- WATERMAIN
- OVERHEAD ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND FIBER
- UNDERGROUND ELECTRIC
- UNDERGROUND GAS LINE
- EDGE OF WETLAND
- BUILDING
- EDGE OF TREE LINE OR WOODS
- CONCRETE PAVEMENT
- BITUMINOUS PAVEMENT
- AGGREGATE SURFACING
- LANDSCAPING
- HYDRANT
- GATE VALVE
- WELL
- SANITARY MANHOLE
- SANITARY SEWER CLEANOUT
- STORM MANHOLE
- CATCH BASIN
- APRON
- SHRUB
- POWER POLE
- LIGHT POLE
- GUY WIRE
- POWER BOX
- ELECTRIC METER
- COMMUNICATION PEDESTAL
- HAND HOLE
- GAS METER
- SIGN
- BOLLARD
- ELECTRIC MANHOLE
- WATER CURB STOP
- DECIDUOUS TREE
- CONIFEROUS TREE
- TRAFFIC SIGNAL
- FLAG POLE
- BEEHIVE CATCH BASIN

NOTE: The proposed land use is consistent with the future land use designation identified in the 2040 comprehensive plan.

Surveyor's Note:

- The underground utilities shown hereon have been located from field survey information and existing record drawings. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from information available. The contractor is responsible to ensure that any existing utilities (shown or not shown) are not damaged during construction. The surveyor has physically located the underground utilities per Gopher State One Call Ticket No. 240100013, 240100015, 240100016 and 240100017.
- Subject property has 218,508 square feet (5.01 acres) more or less.
- The survey does not constitute a title search by Design Tree Engineering and Land Surveying to determine ownership or easements of record. For all information regarding easements, right of way and title of record, Design Tree Engineering and Land Surveying relied upon an title commitments number 060658, 060657, 060661 and 060699 prepared by Servion Commercial Title with a preparation date of October 5, 2023.
- Field survey was completed by Design Tree on 12/21/2023.

LEGAL DESCRIPTION:

Lot 12 and 13, Block 2, Carole's Estates 2nd Addition, Anoka County, Minnesota.

AND

All that part of the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section Eight (8), Township, Thirty-one (31), Range Twenty-two (22), Anoka County, Minnesota described as follows: Beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4) of Section Eight (8), thence West on the South line thereof one hundred twenty-two and 88/100 (122.88) feet, thence North twenty degrees, thirty-eight minutes (20 degrees 38 minutes) East twelve hundred forty-one and three-tenths (1241.3) feet, to the point of beginning of the tract of land hereby to be described; thence continuing North twenty degrees, thirty-eight minutes (20 degrees 38 minutes) East, a distance of seventy-one (71) feet, thence Southeasterly to a point on the Westerly line of Trunk Highway No. 8 as same is now laid out and constructed, distance thirteen hundred twenty (1320) feet Northerly as measured on the Westerly line of said Trunk Highway No. 8, from the point of intersection with the South line of said Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4), thence Southeasterly along said Westerly line one hundred eight and six-tenths (108.6) feet; thence Westerly to the point of beginning.

Now known as Lot Four (4), Auditor's Subdivision Number 134, according to the recorded plat thereof and situate in Anoka County, Minnesota.

Excepting therefrom Parcel No. 18, Anoka County Highway Right-of-Way Plat No. 17.

AND

All that part of the Southwest Quarter of Southeast Quarter of Section 8, Township 31, Range 22, Anoka County, Minnesota, described as follows: Beginning at the Southeast corner of the Southeast Quarter of Southwest Quarter of Section 8, thence West on the South line thereof 121.88 feet, thence North 20 degrees 38 minutes East 1312.3 feet to the point of beginning of the tract of land hereby to be described, thence continuing North 20 degrees 38 minutes East a distance of 105.9 feet, more or less, to the North line of said Southwest Quarter of Southeast Quarter, thence East along the North line thereof 369.4 feet, more or less, to the West line of Trunk Highway Number 8 as the same is now laid out and constructed, thence Southwesterly of the Westerly line of said Highway 146.3 feet, more or less, to a point distant 1320 feet Northerly as measured along the Westerly line of Highway from its intersection with the South line of said Southwest Quarter of Southeast Quarter, thence Northwesterly to point of beginning, subject to right of public over the North 33 feet thereof for road purposes, being now known as Lot 3, Auditor's Subdivision Number 134, Anoka County, Minnesota, together with streets and alleys adjacent thereto, vacated or to be vacated.

AND,

Lot Five (5), Auditor's Subdivision Number 134, Anoka County, Minnesota, excepting therefrom Parcel 19, Anoka County Highway Right-of-Way Plat No. 17.

AND,

Lot 6, Auditor's Subdivision No 134, excepting therefrom Parcel 20, Anoka County Highway Right-of-Way Plat No. 17, Anoka County, Minnesota.

AND

That part of 77th Street lying in the Southwest Quarter of the Southeast Quarter of Section 8, Township 31, Range 22, Anoka County, Minnesota, bounded as follows:

Lying north of Lot 3, AUDITOR'S SUBDIVISIONS No. 134, according to the recorded plat thereof, said Anoka County; lying east of the northerly extension of the West line of said Lot 3; lying west of ANOKA COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 17, according to the recorded plat thereof, said Anoka County and lying south of the North line of said Southwest Quarter of the Southeast Quarter.

AND

That part of 77th Street lying in CAROLE'S 2ND ADDITION ESTATES, according to the recorded plat thereof, Anoka County, Minnesota, bounded as follows:

Lying east of the southerly extension of the west line of Lot 12, Block 2, said CAROLE'S 2ND ADDITION ESTATES; lying south of the south line of said Lot 12; lying north of the North line of the Southwest Quarter of the Southeast Quarter, Section 8, Township 31, Range 22 and lying west of ANOKA COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 17, according to the recorded plat thereof, said Anoka County.

DESIGN TREE
engineering + land surveying
Corporate Office:
120 17th Ave W Alexandria, MN 56308
888-216-1916

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.

PRINTED NAME: Jonathan D. Schuette
DATE: 09/09/24
LICENSE #: 45352

PREPARED FOR:
JAVA COMPANIES

LINO LAKES, MN

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NO. DATE DESCRIPTION
1 2/7/25 CITY COMMENTS

PRELIMINARY
PLAT

1 of 1

**CITY OF LINO LAKES
RESOLUTION NO. 25-45**

RESOLUTION APPROVING JAVA LINO LAKES FINAL PLAT

WHEREAS, on March 14, 2025, the City received a complete land use application for Java Lino Lakes final plat hereafter referred to as Development; and

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

- Lino Lakes 2.0 civil plan set prepared by Design Tree revision date March 5, 2025
- Java Lino Lakes Preliminary Plat prepared by Design Tree revision date February 7, 2025
- Java Lino Lakes Final Plat prepared by Design Tree received on March 11, 2025
- Final Stormwater Management Study prepared by Design Tree dated March 5, 2025
- Title Commitments; and

WHEREAS, the City Council approved the preliminary plat with Resolution No. 24-142 on November 12, 2024; and

WHEREAS, the Planning & Zoning Board reviewed and recommended approval of the Development on April 9, 2025; 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.

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 has reviewed the status of the title/property ownership related to the final plat.

(d) Completed development contract.

A Development Agreement has been completed and shall be executed.

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

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

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

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

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

1. Shared Driveway and Parking Access Agreements and exhibits shall be recorded detailing private maintenance responsibilities include the driveways, landscaped parking lot medians, island landscaping, lighting, and other related appurtenances.
 - a. Lot 1, Block 1, Java Lino Lakes to 7731 Lake Drive (American Legion)
 - b. Lot 1 to Lot 2, Block 1, Java Lino Lakes
 - c. Lot 1, Block 2, Java Lino Lakes to 7671 Lake Drive
2. The existing houses, driveways, and structures located within the plat shall be removed and the ground properly restored within one (1) year of final plat approval.
3. All private septic systems shall be properly removed.
4. All private wells shall be properly capped.

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 April 2, 2025.

2. The City of Lino Lakes shall be added to the final plat as a signatory.
3. Standard 10ft wide drainage and utility easements shall be provided along all lot lines.
4. Mortgage consents per the title company are required.

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 April 2, 2025.
2. All comments from Environmental memo dated March 26, 2025.
3. All comments related to fire hydrant locations from Fire Division email dated March 24, 2025.
4. Recorded copies of the following shall be submitted to the City:
 - a. Ordinance No. 14-24 for 77th street vacation
 - b. Ordinance No. 17-24 for rezoning
 - c. Final Plat
 - d. Development Agreement
 - e. Declaration of Maintenance of Stormwater Facilities
 - f. Shared Driveway and Parking Access Agreements
 - g. Resolution No. 24-13 for Conditional Use Permit
5. Copies of the following shall be submitted to the City:
 - a. MPCA SSTS Abandonment Reporting Form for private septic system removal.
 - i. 7675 Lake Drive
 - ii. 7681 Lake Drive
 - iii. 7691 Lake Drive
 - b. MDH Well and Boring Sealing Record for private well removal.
 - i. 7675 Lake Drive
 - ii. 7681 Lake Drive
 - iii. 7691 Lake Drive
6. Sheets C201-C203, Site Plans:
 - a. A minimum 5ft wide sidewalk shall be stubbed from Lake Drive to Building C for pedestrian access.
5. Sheet C601, Civil Details:
 - a. The fence detail shall be revised to show a maintenance free fence, not cedar.

Adopted by the City Council of the City of Lino Lakes this 14th day of April, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

JAVA LINO LAKES

City of Lino Lakes
County of Anoka
Sec. 8, Twp. 31, Rng. 22

KNOW ALL PERSONS BY THESE PRESENTS: Java Lino Retail 2.0 LLC, a Minnesota limited liability company, owner of the following described property:

Lot 12 and 13, Block 2, Carole's Estates 2nd Addition, Anoka County, Minnesota.

AND

All that part of the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section Eight (8), Township, Thirty-one (31), Range Twenty-two (22), Anoka County, Minnesota described as follows: Beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4) of Section Eight (8), thence West on the South line thereof one hundred twenty-two and 88/100 (122.88) feet, thence North twenty degrees, thirty-eight minutes (20 degrees 38 minutes) East twelve hundred forty-one and three-tenths (1241.3) feet, to the point of beginning of the tract of land hereby to be described; thence continuing North twenty degrees, thirty-eight minutes (20 degrees 38 minutes) East, a distance of seventy-one (71) feet, thence Southeasterly to a point on the Westerly line of Trunk Highway No. 8 as same is now laid out and constructed, distance thirteen hundred twenty (1320) feet Northerly as measured on the Westerly line of said Trunk Highway No. 8, from the point of intersection with the South line of said Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4), thence Southeasterly along said Westerly line one hundred eight and six-tenths (108.6) feet; thence Westerly to the point of beginning.

Now known as Lot Four (4), Auditor's Subdivision Number 134, according to the recorded plat thereof and situate in Anoka County, Minnesota.

Excepting therefrom Parcel No; 18, Anoka County Highway Right-of-Way Plat No. 17

AND

All that part of the Southwest Quarter of Southeast Quarter of Section 8, Township 31, Range 22, Anoka County, Minnesota, described as follows:

Beginning at the Southeast corner of the Southeast Quarter of Southwest Quarter of Section 8, thence West on the South line thereof 121.88 feet, thence North 20 degrees 38 minutes East 1312.3 feet to the point of beginning of the tract of land hereby to be described, thence continuing North 20 degrees 38 minutes East a distance of 105.9 feet, more or less, to the North line of said Southwest Quarter of Southeast Quarter, thence East along the North line thereof 369.4 feet, more or less, to the West line of Trunk Highway Number 8 as the same is now laid out and constructed, thence Southwesterly of the Westerly line of said Highway 146.3 feet, more or less, to a point distant 1320 feet Northerly as measured along the Westerly line of Highway from its intersection with the South line of said Southwest Quarter of Southeast Quarter, thence Northwesterly to point of beginning, subject to right of public over the North 33 feet thereof for road purposes, being now known as Lot 3, Auditor's Subdivision Number 134, Anoka County, Minnesota, together with streets and alleys adjacent thereto, vacated or to be vacated.

AND

Lot Five (5), Auditor's Subdivision Number 134, Anoka County, Minnesota, excepting therefrom Parcel 19, Anoka County Highway Right-of-Way Plat No. 17.

AND

Lot 6, Auditor's Subdivision No 134, excepting therefrom Parcel 20, Anoka County Highway Right-of-Way Plat No. 17, Anoka County, Minnesota.

AND

That part of 77th Street lying in the Southwest Quarter of the Southeast Quarter of Section 8, Township 31, Range 22, Anoka County, Minnesota, bounded as follows:

Lying north of Lot 3, AUDITOR'S SUBDIVIONS No. 134, according to the recorded plat thereof, said Anoka County; lying east of the northerly extension of the West line of said Lot 3; lying west of ANOKA COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 17, according to the recorded plat thereof, said Anoka County and lying south of the North line of said Southwest Quarter of the Southeast Quarter.

AND

That part of 77th Street lying in CAROLE'S 2ND ADDITION ESTATES, according to the recorded plat thereof, Anoka County, Minnesota, bounded as follows:

Lying east of the southerly extension of the west line of Lot 12, Block 2, said CAROLE'S 2ND ADDITION ESTATES; lying south of the south line of said Lot 12; lying north of the North line of the Southwest Quarter of the Southeast Quarter, Section 8, Township 31, Range 22 and lying west of ANOKA COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 17, according to the recorded plat thereof, said Anoka County.

Has caused the same to be surveyed and platted as JAVA LINO LAKES and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat. Also dedicating to the County of Anoka the right of access on County State Highway Number 23 as shown on the plat.

In witness, whereof, said Java Lino Retail 2.0 LLC, a Minnesota limited liability company, has caused these presents to be signed by its manager this _____ day of _____, 20 ____.

JAVA LINO RETAIL 2.0 LLC

Mark Richard Krogh, Manager

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____ by Mark Richard Krogh, Manager of Java Lino Retail 2.0 LLC, a Minnesota limited liability company, on behalf of the company.

_____. (Signature)

_____. (Print Name)

Notary Public, _____County, Minnesota

My commission expires _____

SURVEYOR'S CERTIFICATE

I Jonathan D. Schuette do hereby certify that this plat JAVA LINO LAKES 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 ____.

Jonathan D. Schuette, Licensed Land Surveyor
Minnesota License No. 45352

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Jonathan D. Schuette, Licensed Land Surveyor.

_____. (Signature)

_____. (Print Name)

Notary Public, _____County, Minnesota

My commission expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

This plat of JAVA LINO LAKES 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 ____.

By _____
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 tranfer entered this _____ day of _____, 20 ____.

Property Tax Administrator

By _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

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

County Recorder/Registrar of Titles

By _____, Deputy

City of Lino Lakes
County of Anoka
Sec. 8, Twp. 31, Rng. 22



**CITY OF LINO LAKES
RESOLUTION NO. 25-46**

RESOLUTION APPROVING JAVA LINO LAKES DEVELOPMENT AGREEMENT

WHEREAS, on April 14, 2025 the City Council passed Resolution No. 25-45 approving Java Lino Lakes 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 Java Lino Retail 2.0, LLC. and the City of Lino Lakes for Java Lino Lakes 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 14th day of April, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

DEVELOPMENT AGREEMENT

Java Lino Lakes

THIS AGREEMENT is made this ____ day of _____, 2025, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, and Java Lino Retail 2.0 LLC. ("Developer").

1. **Subdivision.** Developer received preliminary plat approval from the City by Resolution No. 24-142 for a plat known as Lino Retail 2.0 ("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 Java Lino Lakes (previously known as Lino Retail 2.0) 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. 25-45. 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. Lino Lakes 2.0 Java Properties plan set containing 21 sheets, prepared by Design Tree Engineering Inc., dated March 5, 2025.
 - ii. Java Properties, 77th & Lake Landscape plan set, containing 5 sheets, prepared by Plan-Type Landscape Architecture, dated March 11, 2025.
 - iii. Java Lino Lakes Final Plat, received March 11, 2025, prepared by Design Tree Engineering Inc.
5. **Permits.** The Developer shall be responsible for securing all site grading and development approvals and all other required permits from all appropriate Federal,

State, Regional and Local jurisdictions prior to the commencement of site grading or construction and prior to the City awarding construction contracts for public improvements.

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

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

a. Site Grading

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

b. Grading and Erosion Control

- i. The Developer shall grade the site to within 0.2 foot of the grades shown on the approved grading plan. No deviations will be allowed unless a revised plan is submitted and approved in writing by the City and all other regulatory agencies.
- ii. The 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 where applicable.
- 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 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 or access drives.
- c. **Street and Parking Improvements.** Final access drive and parking grading, subbase, gravel base, concrete curb and gutter, and bituminous base and wear course, traffic control signs and striping shall be furnished and installed for Lot 2, Block 1. Developer or assigns shall enter into a separate Site Performance Agreement for these improvements on Lot 1, Block 1 and Lot 2, Block 2
- d. **Sidewalks, Trails and Streetlighting.** Intentionally left blank.
- e. **Stormwater Improvements.** 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 Improvements.** Sanitary sewer mains, laterals or extensions, including all necessary building services and other appurtenances, shall be furnished and installed.
- g. **Water Improvements.** Water mains, laterals or extensions, including all necessary building services, hydrants, valves and other appurtenances, shall be furnished and installed.
- h. **Survey Monuments.** 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.** 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. for Lot 2, Block 1. Developer or assigns shall enter into a separate Site Performance Agreement for these improvements on Lot 1, Block 1 and Lot 2, Block 2.

Developer shall be responsible for vegetative restoration of ponding areas, outlots, 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. **Private Utilities.** 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. The Developer is solely responsible for the cost of private utility and internet installation.
 - k. **Mailboxes.** This section intentionally left blank.
 - l. **Wetland Buffer Signs.** This section intentionally left blank.
7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by October 30, 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.** Upon satisfaction of the requirements provided for in a certain Purchase Agreement between the City and Java Companies, LLC, dated September 18, 2023, as amended, and dedication of public right-of-way and public easements as shown in the Plat of Java Lino Lakes, the City will commence with the Marketplace Drive Street and Utility improvements.
9. **Record Drawings.**
- a. Upon project completion, Developer shall submit record drawings, in electronic format, of all public and private infrastructure improvements constructed by the

developer, 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 (35%) 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. Surety Agreement. 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 storm sewer, sanitary sewer, water main and pond IB2 improvements lying within public easements as shown in Exhibits C shall become City property without further notice or action unless the improvements are to be deemed private infrastructure. All other improvements including stormwater facilities shall be the responsibility of the developer or assigns.
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). Not Applicable.
 - v. Boulevard tree planting. Not Applicable.
 - vi. Access drives, 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

Park dedication shall be based on the area of the previously unplatted portion of the subdivision. The Park Dedication Fee for this site is calculated as follows:

Java Lino Lakes	
1.81 acres x \$2,600 per acre =	\$4,706

- b. Intentionally left blank.
- 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. The fee shall be based on 1.81 acres.

Sanitary Sewer	\$1,801.00 Per Unit
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Availability Charge

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

City Sewer (CSAC)	\$1,686.00 Per SAC Unit
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Trunk sewer unit charges addressed under this paragraph are in addition to any SAC charges imposed by Metropolitan Council Environmental Services. An estimate of the total charge 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. The fee shall be based on 1.81 acres.

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
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Availability Charge

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

City Water (CWAC)	\$1,628.00 Per SAC Unit
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An estimate of the total charge 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. The fee shall be based on 1.81 acres.

17. Assessment of Charges and Waiver of Rights.

- a. No assessments shall be charged for the construction of City Improvements listed in Section 8. The Developer's 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. Final plat is filed for record with the Anoka County Recorder's office.
- b. As-Built Survey. The Developer's engineer shall certify, in writing with an as-built survey, that all grading complies with the grading plan prior to issuance of building permits. The as-built survey must include, but is not limited to, proposed and final contours with adequate elevation shots to show conformance, property irons (to be exposed in field), low floor and low opening elevations, and the 100-Year High Water Level (HWL) of all ponds, lakes, and wetland areas.
- c. Review and approval of the building permit application by the Building Official.
- d. Construction shall be limited to maintain a maximum distance of 150 feet from the furthest exterior wall to an improved street as per the State Fire Code. The developer may construct and maintain access in order to meet the

requirements; If any building permits 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.

- e. Developer acknowledges that no certificate of occupancy will be issued until the Marketplace Drive improvements including public sanitary sewer and water main, storm sewer, curb and gutter, bituminous base course, and temporary street signs have been installed. The City shall make best efforts to complete these improvements in a timely manner but shall assume no liability resulting from delays in completion of improvements.

19. Special Provisions.

- a. Shared Driveway and Parking Access Agreements and exhibits shall be recorded detailing private maintenance responsibilities include the driveways, landscaped parking lot medians, island landscaping, lighting, and other related appurtenances.
 - i. Lot 1, Block 1, Java Lino Lakes to 7731 Lake Drive (American Legion)
 - ii. Lot 1 to Lot 2, Block 1, Java Lino Lakes
 - iii. Lot 1, Block 2, Java Lino Lakes to 7671 Lake Drive
- b. The existing houses, driveways, and structures located within the plat shall be removed and the ground properly restored within one (1) year of final plat approval.
- c. All private septic systems shall be properly removed.
- d. All private wells shall be properly capped.

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.

Java Lino Retail 2.0 LLC.
879 Scheffe Ave
St. Paul MN 55102
Mark Krogh mark@javaprop.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.** This section intentionally left blank.

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 Java Lino Lakes Final Plat
according to the recorded plat thereof.

JAVA LINO LAKES

City of Lino Lakes
County of Anoka
Sec. 8, Twp. 31, Rng. 22

KNOW ALL PERSONS BY THESE PRESENTS: Java Lino Retail 2.0 LLC, a Minnesota limited liability company, owner of the following described property:

Lot 12 and 13, Block 2, Carole's Estates 2nd Addition, Anoka County, Minnesota.

AND

All that part of the Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4) of Section Eight (8), Township, Thirty-one (31), Range Twenty-two (22), Anoka County, Minnesota described as follows: Beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter (SE 1/4 of SW 1/4) of Section Eight (8), thence West on the South line thereof one hundred twenty-two and 88/100 (122.88) feet, thence North twenty degrees, thirty-eight minutes (20 degrees 38 minutes) East twelve hundred forty-one and three-tenths (1241.3) feet, to the point of beginning of the tract of land hereby to be described; thence continuing North twenty degrees, thirty-eight minutes (20 degrees 38 minutes) East, a distance of seventy-one (71) feet, thence Southeasterly to a point on the Westerly line of Trunk Highway No. 8 as same is now laid out and constructed, distance thirteen hundred twenty (1320) feet Northerly as measured on the Westerly line of said Trunk Highway No. 8, from the point of intersection with the South line of said Southwest Quarter of the Southeast Quarter (SW 1/4 of SE 1/4), thence Southeasterly along said Westerly line one hundred eight and six-tenths (108.6) feet; thence Westerly to the point of beginning.

Now known as Lot Four (4), Auditor's Subdivision Number 134, according to the recorded plat thereof and situate in Anoka County, Minnesota.

Excepting therefrom Parcel No; 18, Anoka County Highway Right-of-Way Plat No. 17

AND

All that part of the Southwest Quarter of Southeast Quarter of Section 8, Township 31, Range 22, Anoka County, Minnesota, described as follows:

Beginning at the Southeast corner of the Southeast Quarter of Southwest Quarter of Section 8, thence West on the South line thereof 121.88 feet, thence North 20 degrees 38 minutes East 1312.3 feet to the point of beginning of the tract of land hereby to be described, thence continuing North 20 degrees 38 minutes East a distance of 105.9 feet, more or less, to the North line of said Southwest Quarter of Southeast Quarter, thence East along the North line thereof 369.4 feet, more or less, to the West line of Trunk Highway Number 8 as the same is now laid out and constructed, thence Southwesterly of the Westerly line of said Highway 146.3 feet, more or less, to a point distant 1320 feet Northerly as measured along the Westerly line of Highway from its intersection with the South line of said Southwest Quarter of Southeast Quarter, thence Northwesterly to point of beginning, subject to right of public over the North 33 feet thereof for road purposes, being now known as Lot 3, Auditor's Subdivision Number 134, Anoka County, Minnesota, together with streets and alleys adjacent thereto, vacated or to be vacated.

AND

Lot Five (5), Auditor's Subdivision Number 134, Anoka County, Minnesota, excepting therefrom Parcel 19, Anoka County Highway Right-of-Way Plat No. 17.

AND

Lot 6, Auditor's Subdivision No 134, excepting therefrom Parcel 20, Anoka County Highway Right-of-Way Plat No. 17, Anoka County, Minnesota.

AND

That part of 77th Street lying in the Southwest Quarter of the Southeast Quarter of Section 8, Township 31, Range 22, Anoka County, Minnesota, bounded as follows:

Lying north of Lot 3, AUDITOR'S SUBDIVIONS No. 134, according to the recorded plat thereof, said Anoka County; lying east of the northerly extension of the West line of said Lot 3; lying west of ANOKA COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 17, according to the recorded plat thereof, said Anoka County and lying south of the North line of said Southwest Quarter of the Southeast Quarter.

AND

That part of 77th Street lying in CAROLE'S 2ND ADDITION ESTATES, according to the recorded plat thereof, Anoka County, Minnesota, bounded as follows:

Lying east of the southerly extension of the west line of Lot 12, Block 2, said CAROLE'S 2ND ADDITION ESTATES; lying south of the south line of said Lot 12; lying north of the North line of the Southwest Quarter of the Southeast Quarter, Section 8, Township 31, Range 22 and lying west of ANOKA COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 17, according to the recorded plat thereof, said Anoka County.

Has caused the same to be surveyed and platted as JAVA LINO LAKES and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat. Also dedicating to the County of Anoka the right of access on County State Highway Number 23 as shown on the plat.

In witness, whereof, said Java Lino Retail 2.0 LLC, a Minnesota limited liability company, has caused these presents to be signed by its manager this _____ day of _____, 20 ____.

JAVA LINO RETAIL 2.0 LLC

Mark Richard Krogh, Manager

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20 ____ by Mark Richard Krogh, Manager of Java Lino Retail 2.0 LLC, a Minnesota limited liability company, on behalf of the company.

_____. (Signature)

_____. (Print Name)

Notary Public, _____ County, Minnesota

My commission expires _____

SURVEYOR'S CERTIFICATE

I Jonathan D. Schuette do hereby certify that this plat JAVA LINO LAKES 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 ____.

Jonathan D. Schuette, Licensed Land Surveyor
Minnesota License No. 45352

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20 ____ by Jonathan D. Schuette, Licensed Land Surveyor.

_____. (Signature)

_____. (Print Name)

Notary Public, _____ County, Minnesota

My commission expires _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

This plat of JAVA LINO LAKES 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 ____.

By _____
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 tranfer entered this _____ day of _____, 20 ____.

Property Tax Administrator

By _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

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

County Recorder/Registrar of Titles

By _____, Deputy

JAVA LINO LAKES

City of Lino Lakes
County of Anoka
Sec. 8, Twp. 31, Rng. 22

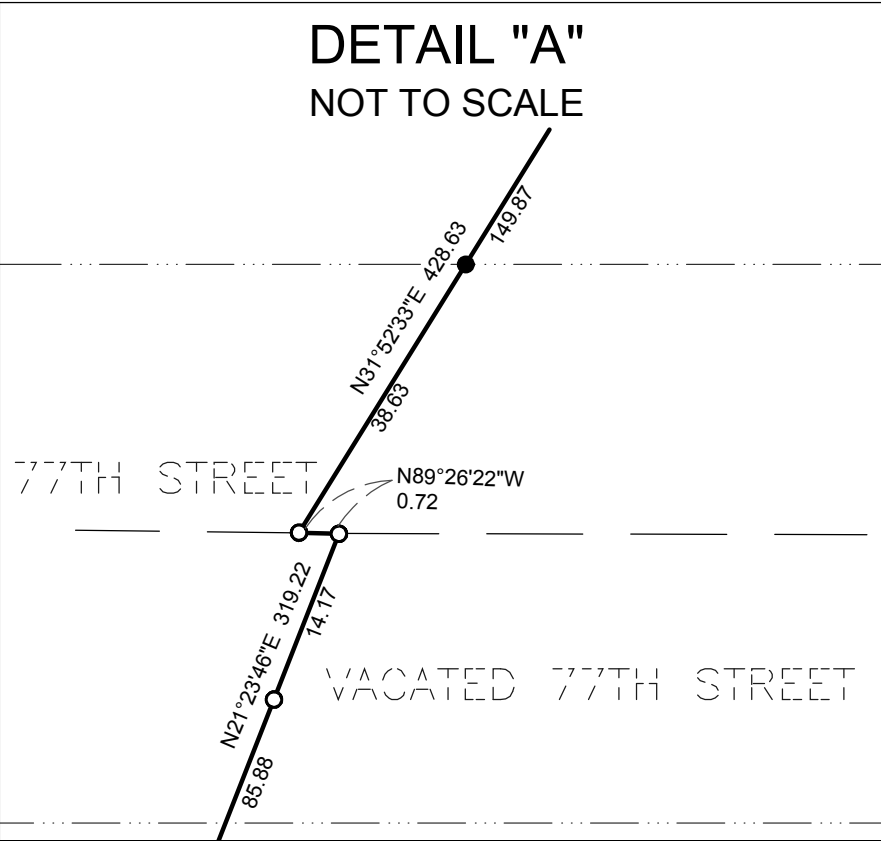


EXHIBIT B
Securities, Escrows & Fees

EXHIBIT B
Securities, Escrows & Fees

PROJECT: JAVA LINO LAKES	NUMBER OF REU's:	na
APPLICANT: JAVA LINO RETAIL 2.0 LLC	NO. OF LOT FRONTAGE:	na
	AREA (ACRES):	4.9

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Private)</u>	
SITE GRADING	\$158,000
EROSION CONTROL	\$6,000
LANDSCAPING	\$86,000
ROADS & PARKING LOTS	\$154,000
STORM SEWER CONST.	\$53,667
SANITARY SEWER CONST.	\$53,667
WATERMAIN CONST.	\$53,667
LIGHTING	\$30,000
Total	<u>\$595,001</u>
Letter of Credit Amount X 35%	\$208,250

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$1,500
ADMINISTRATION	\$17,850
ENGINEER PLAN REVIEW	\$4,500
ENGINEER CONSTRUCTION SERVICES	\$8,500
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$3,800
STREET LIGHT INSTALLATION	\$0
STREET & STORMWATER MAINTENANCE	\$3,000
PROPERTY TAXES	\$0
BOULEVARD TREE PLANTING	\$0
Total	<u>\$39,150</u>

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$4,706
PARK DEDICATION CREDIT	\$0
Subtotal Park Dedication Fee	\$4,706

AUAR	\$0
GIS MAPPING FEE	\$441
STREET LIGHTING OPERATION	\$0
Total	<u>\$5,147</u>

TRUNK SANITARY SEWER	
TRUNK CHARGE PER (ACRE OR UNIT)	\$9,553
AVAILABILITY CHARGE PER SAC UNIT	With Building Permit
SANITARY LATERAL	\$0
TRUNK WATERMAIN	
TRUNK CHARGE PER (ACRE OR UNIT)	\$13,728
AVAILABILITY CHARGE PER SAC UNIT	With Building Permit
WATERMAIN LATERAL	\$0
TOTAL TRUNK SEWER & WATER FEES	<u>\$23,281</u>

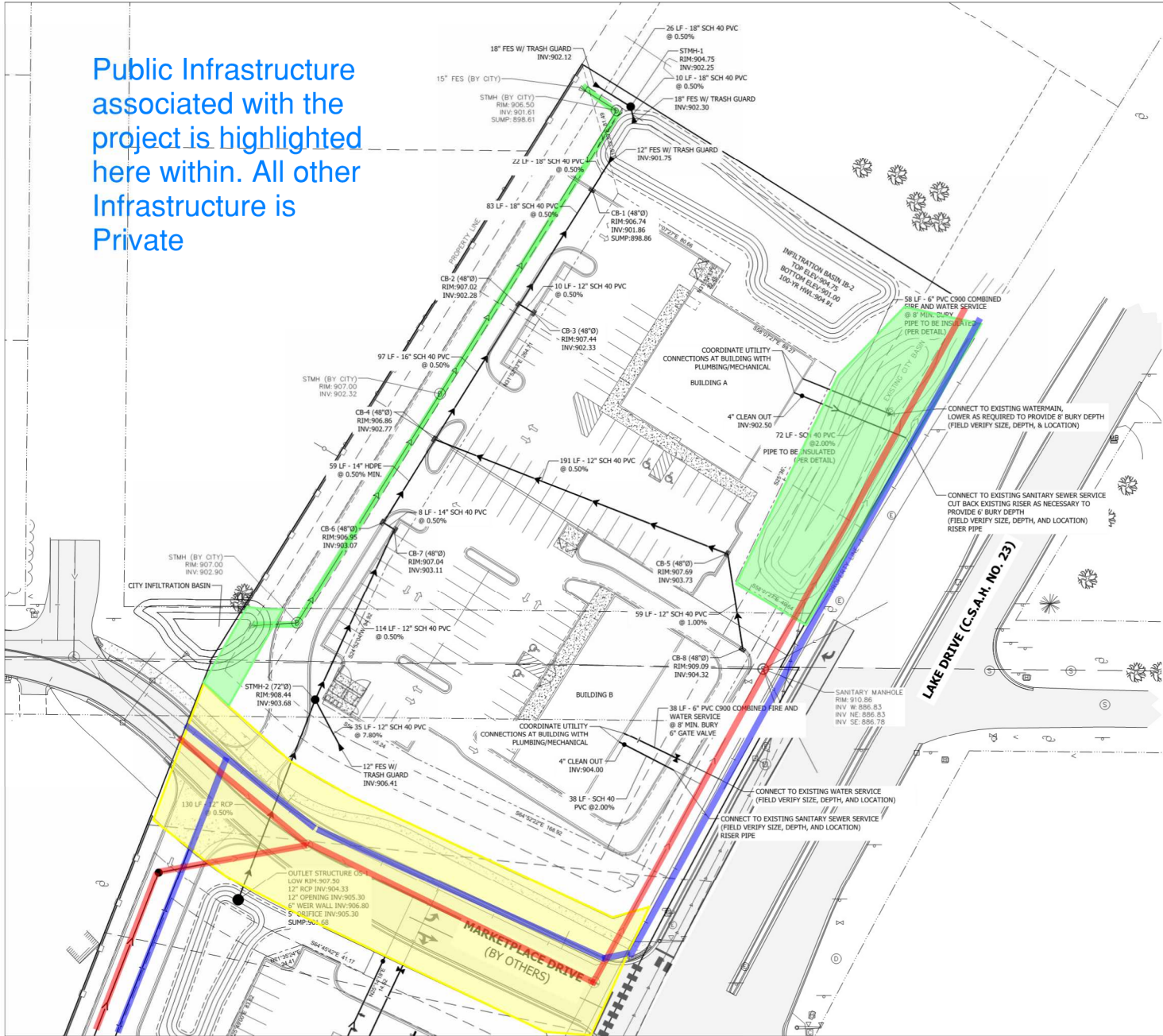
SURFACE WATER MANAGEMENT	\$22,236
SURFACE WATER MANAGEMENT CREDIT	\$0
TOTAL SURFACE WATER MANAGEMENT FEES	<u>\$22,236</u>
Total	<u>\$45,517</u>

<u>SUMMARY OF SECURITIES, ESCROW & FEES</u>	
SECURITY: DEVELOPER IMP'MENT COSTS	\$208,250
CASH: ESCROW FOR CITY COSTS	\$39,150
CASH: DEVELOPMENT FEES	\$5,147
CASH: TRUNK FEES	\$45,517

EXHIBIT C

Ownership of Improvements

Public Infrastructure associated with the project is highlighted here within. All other Infrastructure is Private



- NOTES:**
1. THE LOCATIONS AND ELEVATIONS OF THE EXISTING UTILITIES SHOWN HEREIN ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/OR RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING LOCATION AND ELEVATION TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION.
 2. CONTRACTOR SHALL VERIFY AND COORDINATE BUILDING UTILITY CONNECTION SIZES, LOCATIONS, AND ELEVATIONS WITH PLUMBING, MECHANICAL, AND ELECTRICAL CONTRACTORS.
 3. ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
 4. ALL WATER PIPING SHALL BE BURIED A MINIMUM OF 8".
 5. SEE WATER DETAILS FOR ADDITIONAL INFORMATION.
 6. A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED AT ALL WATER LINE CROSSINGS WITH SANITARY SEWER OR STORM SEWER. THE WATER LINE SHALL NOT HAVE JOINTS OR CONNECTIONS WITHIN 10 FEET OF THE CROSSING. INSULATE CROSSINGS WITH STORM SEWER.
 7. SANITARY SEWER CLEANOUTS SHALL BE PROVIDED WITHIN 5' OF THE BUILDING FOR UNIT'S CONNECTION.
 8. SANITARY SEWER CLEANOUT SPACING SHALL NOT EXCEED 90'.
 9. SANITARY SEWER SERVICES SHALL HAVE A MINIMUM OF 2.00% GRADE.
 10. SEE SANITARY SEWER DETAILS FOR ADDITIONAL INFORMATION.
 11. ALL NONCONDUCTIVE PIPE SHALL BE INSTALLED WITH A LOCATE (TRACER) WIRE PER MINNESOTA RULES, PART 7560.0150.
 12. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MINNESOTA STATE PLUMBING CODE.
 13. ALL PIPING SHALL BE TESTED IN ACCORDANCE WITH THE MINNESOTA STATE PLUMBING CODE.
 14. CONTRACTOR SHALL COORDINATE UTILITY INSPECTIONS WITH LOCAL AUTHORITIES HAVING JURISDICTION.
 15. GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.
 16. OVER EXCAVATE INFILTRATION BASIN AREAS BY 3'-FT. DOCUMENT PRESENCE OF GROUNDWATER. DOCUMENT SOIL CONDITIONS.
 17. CONTRACTOR SHALL PERFORM A DOUBLE-RING INFILTRATION TEST AT BOTTOM ELEVATION OF STORMWATER BASIN AND VERIFY DESIGN INFILTRATION RATE OF 1.63 IN/HR.

PROPOSED UTILITY LEGEND

- = HYDRANT
- = CURB STOP
- ⋈ = GATE VALVE
- = SANITARY MANHOLE
- = CLEANOUT
- = STORM MANHOLE
- = CATCH BASIN
- ▲ = CULVERT APRON
- = WATER LINE
- = SANITARY LINE
- = STORM LINE



DESIGN TREE
engineering + land surveying
Corporate Office
120 17th Ave W Alexandria, MN 56308
888-216-1916



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Michael J. Gerber
PRINTED NAME: MICHAEL J. GERBER
DATE: 09/04/2024 LICENSE #: 56653

LINO LAKES 2.0

LINO LAKES, MN

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DRAWN BY:	NPK	
CHECKED BY:	JE	
PROJECT NO.:	10923008	
NO.	DATE	DESCRIPTION
1	03/05/2025	PRELIMINARY PLAT RESUB.

**UTILITY PLAN
(NORTH)**

DRAWING NO.

C401

**CITY OF LINO LAKES
RESOLUTION NO. 25-47**

**RESOLUTION AMENDING RESOLUTION NO. 24-143 LEGAL DESCRIPTION FOR
CONDITIONAL USE PERMIT FOR AUTOMOBILE REPAIR-MINOR
(LOT 1, BLOCK 2, JAVA LINO LAKES)**

WHEREAS, on November 12, 2024, the City Council approved Resolution No. 24-143 for a conditional use permit for automobile repair-minor related to preliminary plat Lot 1, Block 2, Lino Retail 2.0 (“Development”); and

WHEREAS, the final plat changed the name from Lino Retail 2.0 to Java Lino Lakes; and

WHEREAS, the legal description of the property is amended to Lot 1, Block 2, Java Lino Lakes upon filing of the final plat; and

WHEREAS, the following conditions of Resolution No. 24-143 still apply; and

WHEREAS, the property will be zoned GB, General Business with the adoption of Ordinance No. 17-24 and allows for automobile repair-major and minor with an approved conditional use permit; and

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

- Narrative prepared by Java Companies received September 9, 2024
- Preliminary Plat prepared by Design Tree dated September 9, 2024
- Civil Plan Set prepared by Design Tree dated September 4, 2024
- Landscape Plan prepared by Plan-Type dated August 2, 2024
- Architectural Plans prepared by Lampert Architects dated September 6, 2024
- Final Stormwater Management Study prepared by Design Tree dated July 16, 2024
- Geotech Sketch and Logs prepared by Braun Intertec dated August 27, 2024
- Traffic Impact Study prepared by Alliant dated September 23, 2024; and

WHEREAS, a public hearing was held before the Planning & Zoning Board on October 9, 2024 and the Board recommended approval of a conditional use permit for automobile repair-minor with a 5-0.

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

FINDINGS OF FACT

Per City Code Section 1007.016(3):

(e) The Planning and Zoning Board shall hold the public hearing and consider possible adverse effects of the proposed conditional use. Its judgement shall be based upon, but not limited to, the following factors:

1. The proposed development application has been found to be consistent with the design standards listed in § [1007.020](#)(4).

See below.

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

The proposed automobile repair-minor will not involve activities detrimental to any person, property, or the general welfare.

3. Will not result in the destruction, loss, or damage of a natural, scenic or historic feature of major importance.

The proposed automobile repair-minor will not result in the destruction of a natural, scenic, or historic feature of major importance.

Per City Code Section 1007.020:

(4) *Performance Standards.* Plans which fail to meet the following criteria shall not be approved.

(a) The proposed development application must be consistent with the policies and recommendations of the Lino Lakes Comprehensive Plan.

The proposed automobile repair-minor is consistent with commercial land use.

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

The proposed automobile repair-minor is compatible with present and future land uses of the area.

(c) The proposed development application conforms to performance standards herein and other applicable City Codes.

The proposed automobile repair-minor conforms to City Code performance standards with minor revisions as noted in the Council staff report.

- (d) Traffic generated by a proposed development application is within the capabilities of the City when:
1. If the existing level of service (LOS) outside of the proposed development is A or B, traffic generated by a proposed development will not degrade the level of service more than one grade.
 2. If the existing LOS outside of the proposed development is C, traffic generated by a proposed development will not degrade the level of service below C.
 3. If the existing LOS outside of the proposed development is D, traffic generated by a proposed development will not degrade the level of service below D.
 4. The existing LOS must be D or better for all streets and intersections providing access to the proposed development. If the existing level of service is E or F, the developer must provide, as part of the proposed project, improvements needed to ensure a level of service D or better.
 5. Existing roads and intersections providing access to the proposed development must have the structural capacity to accommodate projected traffic from the proposed development or the developer will pay to correct any structural deficiencies.
 6. The traffic generated from a proposed development shall not require City street improvements that are inconsistent with the Lino Lakes Capital Improvement Plan. However, the City may, at its discretion, consider developer-financed improvements to correct any street deficiencies.
 7. The LOS requirements in paragraphs 1. to 4. above do not apply to the I-35W/Lake Drive or I-35E/Main St. interchanges. At City discretion, interchange impacts must be evaluated in conjunction with Anoka County and the Minnesota Dept. of Transportation, and a plan must be prepared to determine improvements needed to resolve deficiencies. This plan must determine traffic generated by the proposed development project, how this traffic contributes to the total traffic, and the time frame of the improvements. The plan also must examine financing options, including project contribution and cost sharing among other jurisdictions and other properties that contribute to traffic at the interchange.

The proposed automobile repair-minor meets Level of Service (LOS) requirements. is within the capabilities of the City. The existing roads and intersections providing access to the proposed development have the structural capacity to accommodate projected traffic from the proposed development. The traffic generated from a proposed development does not require City street improvements that are inconsistent with the Lino Lakes Capital Improvement Plan.

- (e) The proposed development shall be served with adequate and safe water supply.

The proposed automobile repair-minor will have an adequate and safe water supply.

- (f) The proposed development shall be served with an adequate or safe sanitary sewer system.

The proposed automobile repair-minor will be served with an adequate waste disposal system.

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

The proposed automobile repair- minor does not require City funds.

- (h) Fire prevention and fighting equipment acceptable to the Board of Fire Underwriters and City Council shall be readily available when any activity involving the handling or storage of flammable or explosive materials is carried on.

The proposed automobile repair-minor will have fire prevention and fighting equipment readily available.

BE IT FURTHER RESOLVED the following specific performance standards of City Code Section 1007.132(8) have also been met:

- (a) Automobile repair-major and minor provided that:

1. The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence.

The architectural appearance and functional plan of the building and site are not dissimilar to the existing and proposed commercial buildings in the area.

2. All repair work shall be conducted within the principal building.

All repair work will be conducted within the principal building.

3. All painting must be conducted in an approved paint booth. All paint booths and all other activities of the operation shall thoroughly control the emission of fumes, dust, or other particulate matter so that the use shall be in compliance with the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 1-15, as amended.

No painting or paint booths are proposed with the automobile.

4. The emission of odor by a use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota regulations APC, as amended.

The emission of odor will be in compliance with state regulations.

5. All flammable materials, including liquids and rags, shall conform with the applicable provisions of the Minnesota Uniform Fire Code.

All flammable materials will conform with Minnesota Uniform Fire Code.

6. All outdoor storage shall be prohibited except the storage of customer vehicles waiting for repair.

Outdoor storage is prohibited except for the storage of customer vehicles waiting for repair.

BE IT FURTHER RESOLVED the conditional use permit provided for by this resolution is contingent on the filing of Lino Retail 2.0 final plat. Should the final plat not be filed, the conditional use permit provided by this resolution shall be null and void.

BE IT FURTHER RESOLVED the conditional use permit shall only be for automobile repair-minor as defined in City Code Section 1007.001(2) Definitions.

AUTOMOBILE REPAIR-MINOR. An establishment providing goods or services related to passenger motor vehicles such as car washes; repair businesses limited to minor engine repair, fluid changing, tire service and muffler repair; and other uses of similar character, but not including uses defined as a major automobile business or automobile sales.

BE IT FURTHER RESOLVED the conditional use permit for automobile repair-minor is approved subject to the following conditions:

1. Automobile repair-major is not allowed without an approved conditional use permit.
2. Customer vehicles waiting for repair shall not be parked on-site longer than 24 hours.
3. A Site Improvement Performance Agreement shall be executed.
4. A Declaration for Maintenance of Stormwater Facilities in favor of RCWD and the City shall be recorded.
5. If installed, rooftop or ground mounted mechanical equipment shall be screened per City Code Section 1007.043(2)(d)14.
6. Annual inspections may be conducted by the City to ensure City Code compliance.
7. A separate sign permit application shall be submitted and approved by the City prior to any permanent, replacement, or temporary signage installation.
8. A building permit application for change of use shall be submitted for any new tenant that occupies a multi-tenant industrial building unit.
9. Failure to comply with any of the listed conditions may result in revocation of the conditional use permit.

BE IT FURTHER RESOLVED the following comments shall be addressed at the time of Java Lino Lakes final plat submittal:

1. All comments from the City Engineer memo dated October 29, 2024.
2. All comments from the Environmental memo dated November 4, 2024.
3. All comments from Anoka County Transportation Division letter dated September 19, 2024.
4. All comments highlighted in red on the Site & Building Plan Review Worksheets.
5. A draft of the Shared Driveway and Parking Access Agreements and exhibits shall be submitted.
6. Revision dates shall be included on all applicable plan sheets.
7. The lot lines on all plan sheets shall be clearly stand out from other lines.
8. The building footprint square footage noted on all plan sheets, narrative, reports, etc. shall be consistent.
9. Trash and recycling enclosure details shall be provided.
10. Mechanical equipment screening shall be provided.
11. Certificate of Survey:
 - a. The survey shows existing trees that do not exist. Please revise.
 - b. Existing wells and septic systems shall be shown for all lots.
12. Preliminary Plat:
 - a. The new road extension shall be labeled Marketplace Drive.
13. Sheet C102 and C103, Removals Plan (North and South):
 - a. The existing houses, driveways, and structures within the plat shall be shown as removed.
14. Sheet C201, Site Plan (North):
 - a. Sheet shall be titled Site Plan (Overall).
 - b. Buildings shall be labeled Building A, Building B, and Building C consistent with architectural plans.
 - c. Building footprint square footage shall be included.
 - d. There appear to be extra lines turned on. Please review and remove.
 - e. Monument sign locations shall be shown.
15. Sheet C202, Site Plan (North):
 - a. The Parking Information shall show how the number of parking spaces were calculated. See information in Site Plan Worksheets.
 - b. Monument sign locations shall be shown.
16. Sheet C203, Site Plan (South):
 - a. The lot lines shall match the preliminary plat.
 - i. The south lot line is not correct.
 - b. The parking lot/driveway exit setback along Marketplace Drive shall be 15ft
 - c. The south lot line building setback shall be revised to 10ft.
 - d. A minimum 5ft wide sidewalk shall be provided along Lake Drive adjacent to Lot 1, Block 2, Lino Retail 2.0 and provide access to the lot.
 - e. The Parking Information shall show how the number of parking spaces were calculated. See information in Site Plan Worksheets.
 - f. Monument sign locations shall be shown.
17. Sheet C302, Grading Plan (South):

- a. The building shall be labeled Building C.
- 18. Landscape Plan:
 - a. A six (6) foot high maintenance free privacy fence shall be located along the west lot lines of all three (3) lots.
- 19. Page M of 1, Viking Electric Photometric Plan:
 - a. The plan shall use the current proposed site plan.
 - b. Lot lines shall be clearly shown for all lots.
 - c. Foot candles shall meet city code performance standards.
 - d. Measurements shall include any proposed drive-through boards and lighting.
- 20. Sheet A2, Proposed Building C Elevations:
 - a. The sum of West Elevation Class I materials should be 75.5%.

Adopted by the City Council of the City of Lino Lakes this _____ day of _____, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

Memorandum

To: Katie Larsen, Lino Lakes City Planner

From: Diane Hankee PE, Lino Lakes City Engineer

Date: April 2, 2025

Re: Java Properties – Lino Lakes Retail 2.0
Final Plat Review
026734-000

WSB reviewed the site plans for the Lino Lakes Retail 2.0 site by Java Properties in Lino Lakes, MN, received March 11, 2025. The site is 3.9 acres and located at 77th Street west of Lake Drive (CSAH 23). The lot has frontage along Lake Drive (CSAH 23). Comments were made on the following documents:

- Lino Lakes 2.0 Civil Plans prepared by Design Tree, dated March 5, 2025, received March 11, 2025.
- Lino Lakes 2.0 Traffic Impact Study prepared by Alliant Engineering, March 5, 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.

Design Tree Engineering (DTE) (3/11/2025) responses in **red**.
WSB (4/2/2025) responses and new comments in **blue**.

Engineering

- **General**

The Lino Lakes Retail 2.0 project proposes to construct three (3) commercial lots which includes the associated parking lot, utilities, landscaping, and stormwater management features. The site combines several lots as well as right of way from 77th Street which will be realigned as an extension of Marketplace Drive from the east side of Lake Drive (CSAH 23). One unused original lot will remain on the south end as potentially a continued single-family use.

Comments:

1. Revise all plan sheets with updated City plans for the 2025 Market Place Drive Realignment Project
 - a. Update items that will be constructed and removed as part of the project
(DTE 3/11/2025) See revised plans
(WSB 4/2/2025) See comments and as-bid plans
 - b. Coordinate the location and elevation of specific items such as utility services to be able to best serve the proposed sites within the scope of the City project.

(DTE 3/11/2025) Noted, see revised plans
(WSB 4/2/2025) See comments and as-bid plans

2. Developer/ Contractor shall coordinate relocation of existing utilities with private utility companies and City
 - a. Relocation scheduling is per private utility companies
(DTE 3/11/2025) Noted, this is being coordinated with City/utility companies
(WSB 4/2/2025) Complete with construction
 - b. Developer/contractor responsible for coordinating site construction scheduling with private utility companies' scheduling
(DTE 3/11/2025) Noted
(WSB 4/2/2025) Complete with construction
3. Applicant shall Reference the City's General Specification and Standard Detail Plates for Street and Utility Construction and use the City's standard details for GV's and cleanouts.

- **Grading**

A grading and drainage plan was provided for the site including paved areas, curb, and retaining walls.

Comments:

1. ~~Watershed district approval for the City project is still pending. Additional stormwater features may be required as a result of the final review.~~
(DTE 3/11/2025) Noted, will coordinate with City for final stormwater design.
(WSB 4/2/2025) Watershed permitting for the City project is approved, no further design changes are anticipated for that element of design.
2. ~~Call out all EOFs from site stormwater basins, existing and proposed.~~
(DTE 3/11/2025) EOF locations have been called out on the plans.
(WSB 4/2/2025) Complete
3. ~~Tip in curb and gutter on islands of the parking lot for Building B will result in ponded water, specify tip out.~~
(DTE 3/11/2025) Locations of tipped out curb have been added to the plans.
(WSB 4/2/2025) Complete
4. ~~Shift the sidewalk on the west side of the driveway south towards the roadway in order to eliminate the retaining wall in the City basin.~~
(DTE 3/11/2025) Sidewalk location has been revised per the comment and the revised plans provided by the City.
(WSB 4/2/2025) Complete
5. ~~Retaining walls will require permitting through the City separate from the building permit.~~
(DTE 3/11/2025) Retaining walls have been eliminated
(WSB 4/2/2025) Complete

6. ~~Provide Emergency Overflow (EOF) elevations for all low points in the parking or green space areas.~~
~~(DTE 3/11/2025) EOF locations have been called out on the plans~~
~~(WSB 4/2/2025) Complete~~
7. (WSB 4/2/2025) Check with Anoka County to see whether connecting to the existing storm sewer on Lake Drive without crossing Market Place Drive is possible from infiltration basin IB-1 (assumed INV 906.09)
8. (WSB 4/2/2025) The spot elevations of the proposed entrances behind the curbline differ from the spot elevations on the City plans. Coordinate what elevations will be necessary beyond the sidewalk and apron.

- **Stormwater Management**

Stormwater management for the Lino Retail 2.0 site consists of infiltration basins for the southern and northern lots. Additionally, some stormwater infrastructure is proposed for the City realignment of Marketplace Drive. 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	2.37	5.53	14.27	Needed if basins landlocked
Currently Proposed	1.65	4.77	10.86	Needed if basins landlocked

Comments:

1. ~~An approximate City storm sewer alignment is marked up on the plans showing the pipe intended to provide an outflow for the site rather than emergency overflows. The northern infiltration basin shall outlet into the pipe.~~
~~(DTE 3/11/2025) The plans have been revised with the updated City storm sewer design~~
~~(WSB 4/2/2025) Complete~~
2. ~~Remove the City infiltration basin between the roadway and parking lot, the basin west of the driveway access will provide sufficient storage for runoff.~~
~~(DTE 3/11/2025) This basin has been removed~~
~~(WSB 4/2/2025) Complete~~
3. ~~Provide an equalization pipe or channel between the existing City stormwater basin and proposed infiltration basin at the 100-yr HWL (906.3).~~
~~(DTE 3/11/2025) The plans have been revised to eliminate interaction between the City and Development's stormwater infrastructure.~~
~~(WSB 4/2/2025) Complete~~
4. ~~Pipe storage for infiltration is not allowed for water quality volume or rate control. Nonperforated pipes must be used for storm sewer conveyance.~~

~~(DTE 3/11/2025) The perforated pipes were initially considered to meet the Department of Labor and Industries requirement to not surcharge storm sewer. The storm sewer has been revised to eliminate this conflict and has been revised to be nonperforated.~~

~~(WSB 4/2/2025) Complete~~

5. ~~An outlet control structure will be needed for the southern infiltration basin based on proposed RCWD rule changes due to go into effect by the end of 2024.~~

~~a. At the very least, permanent stabilization is needed along the overflow path to reduce the likelihood of large scale erosion in major storm events.~~

~~(DTE 3/11/2025) Outlet control structures have been added to both infiltration basins and a storm sewer connection has been added to the south basin~~

~~(WSB 4/2/2025) Complete~~

6. ~~Soil borings indicate significant amounts of SM soils, meaning design infiltration rates should be 0.45 in/hr consistent with RCWD and MPCA standards.~~

~~(DTE 3/11/2025) The design infiltration rate has been revised to be 0.45 in/hr.~~

~~(WSB 4/2/2025) Complete~~

7. ~~In situ infiltration rate testing will be needed during or after construction to confirm designed rates are achievable.~~

~~a. Testing before construction can be used to demonstrate infiltration rates above the 0.45 in/hr standard.~~

~~(DTE 3/11/2025) The design infiltration rate has been revised to be 0.45 in/hr~~

~~(WSB 4/2/2025) Complete~~

8. ~~Both infiltration basins must be able to demonstrate they meet 48-hour drawdown requirements.~~

~~(DTE 3/11/2025) Outlets have been added to both basins to provide maximum depth below outlet of 1.8' which correlates to a 48-hour drawdown time~~

~~(WSB 4/2/2025) Complete~~

9. ~~The lowest floor elevation of all buildings must be specified to ensure compliance with infiltration basin freeboard requirements (basin bottom must be at or below lowest floor elevation).~~

~~a. This is especially relevant for the potential oil change pit in the Valvoline building.~~

~~(DTE 3/11/2025) The FFE of each building has been added to the plans. The basement elevation of the Valvoline building has also been added to the plans.~~

~~(WSB 4/2/2025) Complete~~

10. ~~Show roof drain routing. Tie into storm sewer at or upstream of a sumped structure to provide pretreatment of roof runoff.~~

~~(DTE 3/11/2025) The locations of the roof drains will be finalized once tenants have been finalized.~~

~~(WSB 4/2/2025) Noted, though the locations must still comply with the original comment.~~

11. ~~The Marketplace Drive roadway and existing stormwater basin, including offsite tributary drainage, must be included in the HydroCAD model to understand all flows throughout the site.~~

~~(DTE 3/11/2025) The Marketplace Drive roadway and existing stormwater basin have not been included in the HydroCAD model as there is no interaction between the City and Development's stormwater infrastructure.~~

~~(WSB 4/2/2025) Complete~~

12. ~~HydroCAD runoff should be set to "Calculate separate pervious/impervious runoff (SBUH weighting)" for most accurate runoff results.~~

~~(DTE 3/11/2025) The HydroCAD model has been updated per the comment.~~

~~(WSB 4/2/2025) Complete~~

13. ~~Proposed impervious should be entered as paved parking and roof as there is a mix of both.~~

~~(DTE 3/11/2025) The HydroCAD model has been updated per the comment.~~

~~(WSB 4/2/2025) Complete~~

14. ~~Existing and proposed models should route to a Link node to calculate total offsite flows.~~

~~(DTE 3/11/2025) The HydroCAD model has been updated to include one discharge node for both existing and proposed conditions~~

~~(WSB 4/2/2025) Complete~~

15. Confirm drainage area delineations match site grading, some areas on the perimeter of the sites do not appear possible to route to proposed stormwater basins as indicated in HydroCAD.

(DTE 3/11/2025) The drainage areas have been updated per the comment.

(WSB 4/2/2025) The existing modeled drainage area of 4.551 acres exceeds the proposed modeled drainage area of 4.071 acres. These areas must match for proper confirmation of rate control.

16. ~~For modeling of outflow rates and HWLs, exfiltration is not allowed in HydroCAD to conservatively design assuming basin infiltration capacity is lost in the future.~~

~~(DTE 3/11/2025) Infiltration has been removed from the HydroCAD model per the comment~~

~~(WSB 4/2/2025) Complete~~

17. (WSB 4/2/2025) It is recommended to consolidate the parking space curb cuts going into IB-1.

18. (WSB 4/2/2025) The IB-1 storage curve in the HydroCAD modeling is incorrect for the 906 contour.

19. (WSB 4/2/2025) Some kind of trash screening is needed on the IB-1 outlet opening to reduce the potential for clogging of the 5" orifice.

20. (WSB 4/2/2025) The EOF for IB-2 must include riprap stabilization.

21. (WSB 4/2/2025) Provide the vertical separation of the storm sewer crossing the watermain in Marketplace Dr.

- a. Maintain minimum 18" separation with watermain
- b. Insulation is needed for when vertical separation is less than 36" with watermain

- **Water Supply**

Existing and proposed water services are provided for the 3 commercial lots through existing and proposed City infrastructure on Lake Drive (CSAH 23) and the future Market Place Drive.

Comments:

1. Coordinate with the City 2025 Market Place Drive Realignment Project for providing the appropriately sized stubs at the appropriate locations
(DTE 3/11/2025) The latest design file provided by the City has been included in the plans.
(WSB 4/2/2025) See comments and as-bid plans
2. ~~Verify that the proposed 6" water stubs are sufficient for the building's combined domestic and fire suppression needs.~~
(DTE 3/11/2025) Noted
(WSB 4/2/2025) Complete
3. We recommend that the City Deputy Director of Public Safety-Fire Division review the proposed plan for water supply and hydrant coverage.
(DTE 3/11/2025) Noted
(WSB 4/2/2025) Current version to be reviewed
4. Show removing all watermain up to the gate valve and the hydrant assembly along the current 77th Street
(DTE 3/11/2025) The plans have been revised to include removal of the watermain and hydrant by the City as that is shown in the Marketplace Dr plans.
(WSB 4/2/2025) City will remove the hydrant assembly but the watermain shall be removed up to but NOT including the existing gate valve. Plug gate valve for redundancy
5. Building A will utilize the existing 6" water service stub instead of installing a new service tee on the main
 - a. Lower water service and insulate below the existing basin
(DTE 3/11/2025) The utility plan has been revised per the comment
(WSB 4/2/2025) Show existing service
6. ~~Remove/abandon/seal all existing wells per Minnesota Department of Health requirements.~~
(DTE 3/11/2025) Notes have been added to the Removal Plans stating the information from the comment.
(WSB 4/2/2025) Complete
7. (WSB 4/2/2025) Provide 6" gate valve when connecting to the western water service south of Marketplace Drive
 - a. Provide temporary hydrant or air release bleed pipe on southern end
8. (WSB 4/2/2025)

- **Sanitary Sewer**

Existing and proposed sanitary sewer services are provided for the 3 commercial lots through existing and proposed City infrastructure on Lake Drive (CSAH 23) and the future Market Place Drive.

Comments:

1. Coordinate with the City 2025 Market Place Drive Realignment Project for providing the appropriately sized stubs at the appropriate locations
(DTE 3/11/2025) The latest design file provided by the City has been included in the plans.
(WSB 4/2/2025) See comments and as-bid plans
2. Building A will utilize the existing 6" sanitary sewer service stub instead of installing a new service wye
 - a. Cut back on the existing riser as necessary to lower the sanitary sewer service and maintain minimum cover below the existing basin
(DTE 3/11/2025) The utility plan has been revised per the comment.
(WSB 4/2/2025) Show existing service
- ~~3. Remove/abandon all existing septic systems per Minnesota Pollution Control Agency and County requirements.
(DTE 3/11/2025) Notes have been added to the Removal Plans stating the information provided in the comment.
(WSB 4/2/2025) Complete~~

- **Transportation**

In the 2025 construction season the City will realign 77th St to the Market Place Dr / CSAH 23 (Lake Dr) signalized intersection. When the Market Place Dr signal was installed the median at 77th St was also installed. The intent was that 77th would realign in the future to provide that access again at Market Place Dr. This has been a long standing plan of the City in coordination with Anoka County. Anoka County completed an corridor study of Lake Drive in 2020, from Hodgson Rd to Pine St. This study evaluated access and mobility. As improvements are completed on Lake Dr in the future the mobility will improve throughout the corridor. This study can be found on Anoka County's website.

The Lino Retail 2.0 project site proposes one access to the north and one access to the south of the realigned Market Place Drive. There will be stubs to the north and south to extend the drive aisles further in the future. Reference the easement section here within and planner's report for access easement information.

As required by Ordinance the applicant submitted a Traffic Impact Study. The proposed development is expected to generate approximately 214 AM peak hour, 212 PM peak hour, and 2,680 daily trips. 95% of the daily trips will go directly from the site to Market Place Dr and eastbound to Lake Dr. Traffic from the proposed development on adjacent local roadways is considered minimal. Marilyn Dr existing volumes are 170 daily trips and with the Market Place realignment 270 trips per day are estimated, with the proposed development 370 daily trips. 77th St existing volumes are 175 daily trips and with the

Market Place realignment 250 trips per day are estimated, with the proposed development 280 daily trips. These volumes are well under capacity for the local roadways.

The study also analyzed capacity of the following intersections:

- CSAH 23 (Lake Dr) & Market Place Dr
- CSAH 23 (Lake Dr) & 77th St W
- 77th St W & Marilyn Dr

To evaluate the intersection of CSAH 23 (Lake Dr) & Market Place Dr the intersection of CSAH 23 (Lake Dr) & 79th St was included in the study. The build condition capacity analysis has an overall LOS A during AM and PM peak hours thus meeting ordinance. There are no delay or queuing issues identified.

Sidewalk will be installed by the City along Market Place Dr from Lake Dr to 77th St/ Marilyn Dr. There is also sidewalk along Lake Dr in the development area. There are pedestrian crossings at the intersection of CSAH 23 (Lake Dr) & Market Place Dr. The City has a future trail planned along Lake Dr from Apollo Drive to Main Street.

Comments:

- ~~1. The proposed site access' north and south should be stop conditions.~~
(DTE 3/11/2025) Stop signs have been added to the entrances per the comment.
(WSB 4/2/2025) Complete
2. We recommend that the City Deputy Director of Public Safety-Fire Division review the proposed plan for emergency access.
(DTE 3/11/2025) Noted
(WSB 4/2/2025) Current version to be reviewed
3. Provide turning movements for all proposed emergency, garbage, and delivery/semi-truck vehicles.
(DTE 3/11/2025) Turning exhibits have been provided as a separate submittal.
(WSB 4/2/2025) Current version to be reviewed

- **Wetlands and Mitigation Plan**

There are no delineated wetlands shown on the existing survey for the site.

- **Landscaping**

Landscaping plans were provided as part of the submittal. The City's Environmental Coordinator to review landscaping and provide in-depth comments.

- **Floodplain**

No floodplain impacts are proposed on site.

- **Drainage and Utility Easements**

Drainage and utility easements are required for utilities outside the road right of way and stormwater systems.

Comments:

- ~~1. All stormwater facilities will need to be contained in D&U easements up to the 100-yr HWL.~~
- ~~2. (DTE 3/11/2025) Noted, these easements will be included in the final plat submittal~~
- ~~3. (WSB 4/2/2025) Complete~~
- ~~4. D&U easement is needed over the proposed City storm sewer running to the north end of the site.~~
~~(DTE 3/11/2025) Noted, these easements will be included in the final plat submittal~~
~~(WSB 4/2/2025) Complete~~
5. Dedicate additional 20' drainage and utility easement for existing sanitary sewer (20'+ deep) along the west side of Lake Drive/CSAH 23.
(DTE 3/11/2025) Noted, these easements will be included in the final plat submittal.
(WSB 4/2/2025)– Submit with Final Plat
6. Provide an access easement over the rear drive lane from the Market Place Drive Right of Way to the development line (adjacent with the Legion property)
(DTE 3/11/2025) Noted, these easements will be included in the final plat submittal
(WSB 4/2/2025) – Submit with Final Plat
7. (WSB 4/2/2025) For Lot 1 Block 2
 - Provide minimum standard 5' easement to the south side
 - Reduce to standard 10' easement adjacent to County Road 23/Lake Drive
 - Provide minimum standard 10' easement adjacent to Market Place Drive
8. (WSB 4/2/2025) For Lot 2 Block 1
 - Provide additional 10' (20' to 30') adjacent to County Road 23/Lake Drive
9. (WSB 4/2/2025) For Block 1
 - Change additional rear 65' drainage and utility easement to additional 45' access easement (should not overlap existing easements) adjacent to existing 20' rear drainage and utility easement

- **Development Agreement**

A Development Agreement will be required.

- **Grading Agreement**

Grading agreement not required at this time.

- **Stormwater Maintenance Agreement**

Private stormwater facilities will be maintained through a Declaration for Maintenance of Stormwater Facilities. Both the Rice Creek Watershed District (RCWD) and the City of Lino Lakes shall be parties to the Declaration. City Engineer to provide template.

- **Permits Required**

1. NPDES General Construction Permit
(DTE 3/11/2025) Noted, the contractor shall obtain the permit prior to construction.
(WSB 4/2/2025) Complete – To be addressed prior to construction
2. City of Lino Lakes Zoning Permit for construction
(DTE 3/11/2025) Noted, in progress
(WSB 4/2/2025) Complete – To be addressed prior to construction
3. Rice Creek Watershed Permit
(DTE 3/11/2025) A RCWD permit shall be applied concurrently with the city submittal.
(WSB 4/2/2025) Complete – To be addressed prior to construction
4. Anoka County Right-of-Way Permit if grading work extends into their right of way.
(DTE 3/11/2025) Noted, the contractor shall obtain the permit prior to construction.
(WSB 4/2/2025) Complete – To be addressed prior to construction

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: March 26, 2025

Re: Environmental Comments – Java Lino Lakes

Environmental Board had recommended the following at their September 25, 2024 meeting. Additional comments from revised plans are shown below:

1. A six (6) foot high maintenance free privacy fence shall be located along the west lot lines of all three (3) lots.
 - a. Detail shows Cedar fencing, update for maintenance free.
- ~~2. At least one of the trees on Lot 1, Block 2, planted to meet foundation landscape requirements should be moved to the Lake Drive facing foundation area.~~
- ~~3. The location of low maintenance turf areas (MN DOT 34-131) should be identified on the plan sheets.~~
- ~~4. The Photometric Plan should be revised to clearly show property lines and location of lighting sources/type.~~
- ~~5. Detail sheets showing all fixtures for both overhead lighting and exterior building lighting shall be submitted for review and approval.~~
6. Remove plantings from IB-2 basins EOF route, plantings should not encroach on maintenance access.
7. The northern most American Larch planted on sheet L102 should be moved away from the pipe and flare of the storm sewer outlet.

F:\DESIGN TREE ENGINEERING\PROJECTS\109 - JAVA PROPERTIES\10923008 - LINO LAKES 2.0\CONSTRUCTS\CIVIL\10923008-C-BASE-PROPOSED-ORIGINAL-PRELIM.DWG ## 3/5/2025



NOTES:

- MARKETPLACE DRIVE IMPROVEMENTS TO BE COMPLETED SUMMER 2025. CONTRACTOR SHALL COORDINATE SITE AND UTILITY CONNECTIONS WITH CITY DURING CONSTRUCTION.

DESIGN TREE
engineering + land surveying

Corporate Office:
120 17th Ave W Alexandria, MN 56308
888-216-1916

JAVA
COMPANIES

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Michael J. Gerber

PRINTED NAME: MICHAEL J. GERBER

DATE: 09/04/2024

LICENSE #: 56653

LINO LAKES 2.0

LINO LAKES, MN

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DRAWN BY: NPK

CHECKED BY: JEA

PROJECT NO.: 10923008

NO.	DATE	DESCRIPTION
1	03/05/2025	PRELIMINARY PLAT RESUB.

SITE PLAN
OVERALL

DRAWING NO.

C201

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

STAFF ORIGINATOR: Diane Hankee PE, City Engineer

MEETING DATE: April 14, 2025

TOPIC: Market Place Drive Realignment Project

- i. Consider Resolution No. 25-48, Accepting bids, Awarding Construction Contract
- ii. Consider Resolution No. 25-49, Approving Construction Services Contract with WSB LLC

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council's consideration to accept bids, award a construction contract, and approve a construction services contract for the Market Place Drive Realignment Project.

BACKGROUND

On January 13, 2025, the City Council ordered the project and authorized the advertisement for bid for the Market Place Drive Realignment Project. The Market Place Drive Realignment Project includes realigning 77th Street between Marilyn Drive and Lake Drive so that the 77th Street aligns with Market Place Drive at Lake Drive. This realignment has been a long standing plan of the City's to improve access on to Lake Drive to serve the adjacent neighborhoods.

The City entered into a Purchase Agreement on September 20, 2023, with Java Companies, LLC. for the sale of City property being platted as Java Lino Lakes. The sale of the property is providing funding for the proposed improvements and the plat will provide right-of-way for the improvement of Market Place Drive

Bids were received on Tuesday, March 11, 2025. A total of 9 bids were received and are summarized in the following table:

Contractor	Base Bid
Northdale Construction Company, Inc.	\$1,035,427.63
S R Weidema, Inc.	\$1,094,798.34
North Valley, Inc.	\$1,097,674.29

New Look Contracting, Inc.	\$1,117,951.50
Park Construction Company	\$1,138,399.89
Valley Paving, Inc.	\$1,144,307.26
RL Larson Excavating, Inc.	\$1,190,183.85
Forest Lake Contracting, Inc.	\$1,328,705.46
A-1 Excavating LLC	\$1,412,075.00

The low bid was submitted by Northdale Construction Company, Inc. of Albertville, MN in the bid amount of \$1,035,427.63. The bid amount is within the planned budget and is being recommended for award. Northdale Construction completed the City's Lift Station No. 14 project in 2022.

The estimated total project cost including contingencies and overhead is \$1,600,000.00. Funding the project is from land sale proceeds, Area and Unit Fund and Municipal State Aid Street funds.

The substantial completion date is July 31, 2025 and the final completion date for this project is August 29, 2025.

WSB LLC has submitted a proposal to complete the construction services for the Market Place Drive Realignment Project in the amount of \$85,300.00.

RECOMMENDATION

Staff recommends adoption of Resolution No. 25-48, Accepting the Bid and Awarding a Construction Contract for Market Place Drive Realignment Project in the amount of \$1,035,427.63 to Northdale Construction Company, Inc., and adoption of Resolution No. 25-49, Approving the Construction Services Contract with WSB LLC. for the Market Place Drive Realignment Project, in the amount of \$85,300.00.

ATTACHMENTS

1. Resolutions 25-48 and 25-49
2. Project Map
3. Bid Summary
4. WSB Proposal

**CITY OF LINO LAKES
RESOLUTION NO. 25-48**

**ACCEPT BID AND AWARDING A CONSTRUCTION CONTRACT
MARKET PLACE DRIVE REALIGNMENT PROJECT**

WHEREAS, the City entered into a Purchase Agreement (the “Agreement”), dated September 20, 2023, with Java Companies, LLC. for the sale of certain real property being platted as Java Lino Lakes; and

WHEREAS, the sale of said property is providing funding for the proposed improvements and the plat will provide right-of-way for the improvement of Market Place Drive; and

WHEREAS, pursuant to an advertisement for bids for the construction of the Market Place Drive Realignment Project, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement; and

Contractor	Base Bid
Northdale Construction Company, Inc.	\$1,035,427.63
S R Weidema, Inc.	\$1,094,798.34
North Valley, Inc.	\$1,097,674.29
New Look Contracting, Inc.	\$1,117,951.50
Park Construction Company	\$1,138,399.89
Valley Paving, Inc.	\$1,144,307.26
RL Larson Excavating, Inc.	\$1,190,183.85
Forest Lake Contracting, Inc.	\$1,328,705.46
A-1 Excavating LLC	\$1,412,075.00

WHEREAS, it appears that Northdale Construction Company, Inc. is the lowest responsible bidder; and

WHEREAS, the City Council finds that it would be in the best interest of the City to proceed with the project upon satisfaction of the Agreement,

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

1. Hereby awards the contract for the construction of the Market Place Drive Realignment Project to Northdale Construction Company, Inc. in the amount of \$1,035,427.63 conditioned upon the real estate closing between City and Java Companies, LLC.
2. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Northdale Construction Company, Inc. in the name of the City of Lino Lakes according to the plans and specifications approved by the City Council and on file in the office of the City Clerk upon the completion of said closing.

BE IT FURTHER RESOLVED, The City Clerk is hereby authorized and directed to return forthwith to all bidders the Bid Bonds made with their bids, except that the deposits of the successful bidder and the next two lowest bidders shall be retained until a contract has been signed.

Adopted by the Council of the City of Lino Lakes this 14th day of April, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, City Clerk

**CITY OF LINO LAKES
RESOLUTION NO. 25-49**

**APPROVING THE CONSTRUCTION SERVICES CONTRACT
MARKET PLACE DRIVE REALIGNMENT PROJECT**

WHEREAS, pursuant to the City Council awarding a construction contract to Northdale Construction Company, Inc. in the amount of \$1,035,427.63 and pursuant to the Purchase Agreement between the City and Java Companies, LLC.; and

WHEREAS, WSB LLC has submitted a proposal to complete the construction services for the Market Place Drive Realignment Project in the amount of \$85,300.00; and

WHEREAS, the City Council finds that it would be in the best interests of the City to proceed with the construction oversight and administration upon satisfaction of the Purchase Agreement and construction contract award,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes, the Mayor and Clerk are hereby authorized and directed to enter into a contract with WSB LLC, in the name of the City of Lino Lakes for the construction services of the Market Place Drive Realignment Project conditioned upon:

1. Real estate closing between City and Java Companies, LLC.
2. The construction contract award to Northdale Construction Company, Inc.

Adopted by the Council of the City of Lino Lakes this 14th day of April, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

EXISTING PLAN SYMBOLS

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

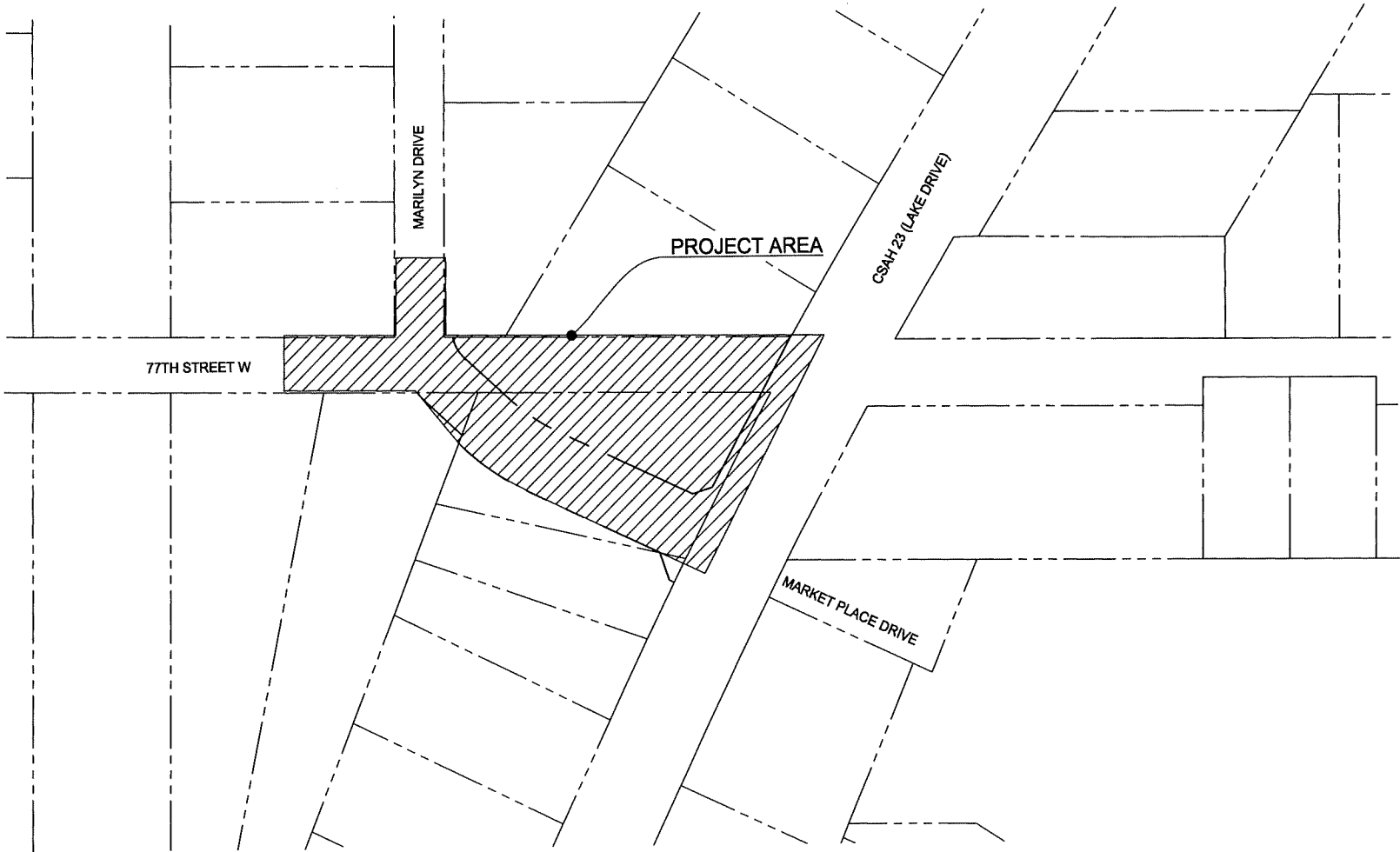
EXISTING UTILITY SYMBOLS

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

2025 MARKET PLACE DRIVE REALIGNMENT PROJECT

CITY OF LINO LAKES, MN

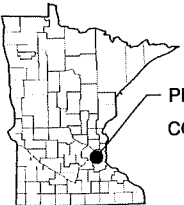
CONSTRUCTION PLAN FOR SANITARY SEWER, WATER MAIN, STORM SEWER, & ROAD REALIGNMENT
LOCATED ON 77TH STREET FROM MARILYN DRIVE TO CSAH 23 (LAKE DRIVE)
CSAH 23 (LAKE DRIVE) FROM 77TH STREET TO MARKET PLACE DRIVE



PROJECT LOCATION MAP

EXCAVATION NOTICE SYSTEM

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



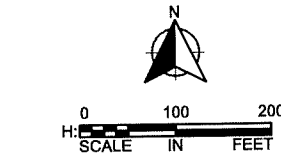
PROJECT LOCATION
COUNTY: ANOKA

UTILITY INFORMATION

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CII/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

GOPHER ONE CALL TICKET NUMBER: 240300396

UTILITY COORDINATION MEETING HELD ON: 8/4/2021



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

GOVERNING SPECIFICATIONS

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

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

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

PLAN SET INDEX

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

THIS PLAN SET CONTAINS 40 SHEETS

THIS PLAN SET HAS BEEN PREPARED FOR:



CITY OF LINO LAKES
600 TOWN CENTER PARKWAY
LINO LAKES, MN 55014
(651) 982-2400

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DIANE L. HANKEE, PE

DATE: 12/13/2023

LICENSE NUMBER: 43338

WSB PROJ. NO. 017210-000

SHEET
1
OF
40

BID TABULATION SUMMARY

PROJECT:

2025 Market Place Drive Realignment Project

OWNER:

City of Lino Lakes

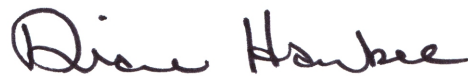
WSB PROJECT NO.:

017210-000

Bids Opened: Tuesday, March 11, 2025, at 10:00 am

	Contractor	Bid Security (5%)	Grand Total Bid
1	Northdale Construction Company, Inc.	X	\$1,035,427.63
2	SR Weidema, Inc.	X	\$1,094,798.34
3	North Valley, Inc.	X	\$1,097,674.29
4	New Look Contracting, Inc.	X	\$1,117,951.50
5	Park Construction Company	X	\$1,138,399.89
6	Valley Paving, Inc.	X	\$1,144,307.26
7	RL Larson Excavating, Inc.	X	\$1,190,183.85
8	Forest Lake Contracting, Inc.	X	\$1,328,705.46
9	A-1 Excavating LLC	X	\$1,412,075.00
Engineer's Opinion of Cost			\$1,146,224.60

I hereby certify that this is a true and correct tabulation of the bids as received on March 11, 2025.



Diane Hankee, Sr. Professional Engineer

 Denotes corrected figure



April 8, 2025

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

Re: Proposal for Construction Services for Market Place Drive Realignment Project
WSB Project No. R-017210-000

Dear Mr. Grochala:

WSB & Associates, Inc. is pleased to provide a proposal for construction services associated with the Market Place Drive Realignment Project. This construction services proposal would be subsequent to the City Council awarding the construction contract.

The proposed Market Place Drive Realignment Project includes realigning 77th Street between Marilyn Drive and Lake Drive so that the 77th Street aligns with Market Place Drive at Lake Drive.

Scope of Engineering Services

The professional construction engineering services for the Market Place Drive Realignment Project includes contract administration, construction observation, construction staking, and public notice and weekly updates for project stakeholders. Below is a detailed description of the engineering services and WSB's proposed approach.

I. Construction Services

- a. *Project Management/Contract Administration*
Contract Administration includes holding meetings with the contractor & City of Lino Lakes (preconstruction & weekly construction), processing monthly quantities for pay vouchers, and communicating with residents on a daily basis.
- b. *Construction Observation*
WSB will provide an experienced engineering specialist whose responsibilities will include communicating with the Contractor as an agent of the City, calculating and keeping track of daily construction quantities and costs, contact and meet with residents as necessary, and work with the Contractor to assist with a quality constructed product.
- c. *Construction Staking (Survey)*
WSB will provide Surveying staff as necessary to provide field staking for necessary utility alignments, elevations, and any necessary curbing or structure related information during construction. WSB will collect as-built information as necessary once construction is completed.
- d. *Materials Testing*
WSB will complete the materials testing on the project in conformance with the City standard specifications for construction.

Proposed Fee

WSB will complete the scope of work the project discussed herein on hourly basis for a not-to-exceed amount of \$85,300.00. Tasks not shown are considered outside of the scope of services. If additional work is necessary, we will prepare a detailed scope of work and include it as an addendum to this agreement.

This letter represents our complete understanding of the Market Place Drive Realignment Project and the proposed scope of services. If you agree with the scope of services and proposed fee, please sign in the appropriate space below and return one copy to us.

If you have any questions about this proposal, please feel free to call me at 763-287-8536.

Sincerely,



Brian Bourassa
Client Representative

Mark Erichson

Mark Erichson
Director

ACCEPTANCE:

The City of Lino Lakes hereby accepts the WSB proposal of \$85,300.00.00 for services outlined in this letter.

City of Lino Lakes

Name _____

Title _____

Date _____

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

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: April 14, 2025

TOPIC: Consider Resolution No. 25-51, Ordering Preparation of Alternative Urban Areawide Review (AUAR), Mapping NW Main

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting City Council consideration to order the preparation of the Mapping NW Main AUAR.

BACKGROUND

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.

Resolution No. 25-51 authorizes the preparation of the draft AUAR document. The development scenarios will be analyzed for potential environmental impacts. A mitigation plan will be created to address the environmental impacts.

Once it is prepared, the draft AUAR will be brought to the Environmental Board and City Council for discussion and revisions. The City Council will authorize the distribution of the draft for public comment. This will begin a 30-day public comment period.

RECOMMENDATION

Approve Resolution No. 25-51.

ATTACHMENTS

1. Lino Lakes AUAR Order
2. Resolution No. 25-51
3. Scenario 1
4. Scenario 2.1

AUAR ORDER

ALTERNATIVE URBAN AREAWIDE REVIEW (AUAR)

Northwest Quadrant of the City of Lino Lakes

Location of AUAR Study Area: Comprised of all land generally located east of Sunset Avenue, south of Pine Street, west of 4th Avenue, and north of Century Trail/Carl Street within the City of Lino Lakes, Anoka County, Minnesota (see Figure 1)

Responsible Governmental Unit (RGU): City of Lino Lakes

	RGU and Proposer
Contact person(s)	City of Lino Lakes Michael Grochala, AICP
Title	Community Development Director
Address	600 Town Center Pkwy
City, State, ZIP	Lino Lakes, MN 55014-1182
Phone	651-982-2427
E-mail	mgrochala@linolakes.us

As the RGU, the City of Lino Lakes is ordering an AUAR for the potential redevelopment of the study area described above.

Development Scenarios

Two development scenarios, defined in Table 1 and shown on Figures 2 and 3, are proposed to be evaluated in the AUAR.

- Scenario 1: (Figure 2) represents the density and land uses presently allowed under the City of Lino Lakes current *2040 Comprehensive Plan*.
- Scenario 2: (Figure 3) would require amendment to the City of Lino Lakes current *2040 Comprehensive Plan*.

Table 1: AUAR Development Scenarios

Component	Scenario 1 (Figure 2)	Scenario 2 (Figure 3)
Low Density Residential	1,600 units	1,500 units
Medium Density Residential	600 units	900 units
High Density Residential	1,200 units	1,100 units
Commercial	60,000 SF	62,000 SF
Total Project Area	962 acres	962 acres

Figure 1: AUAR Study Area

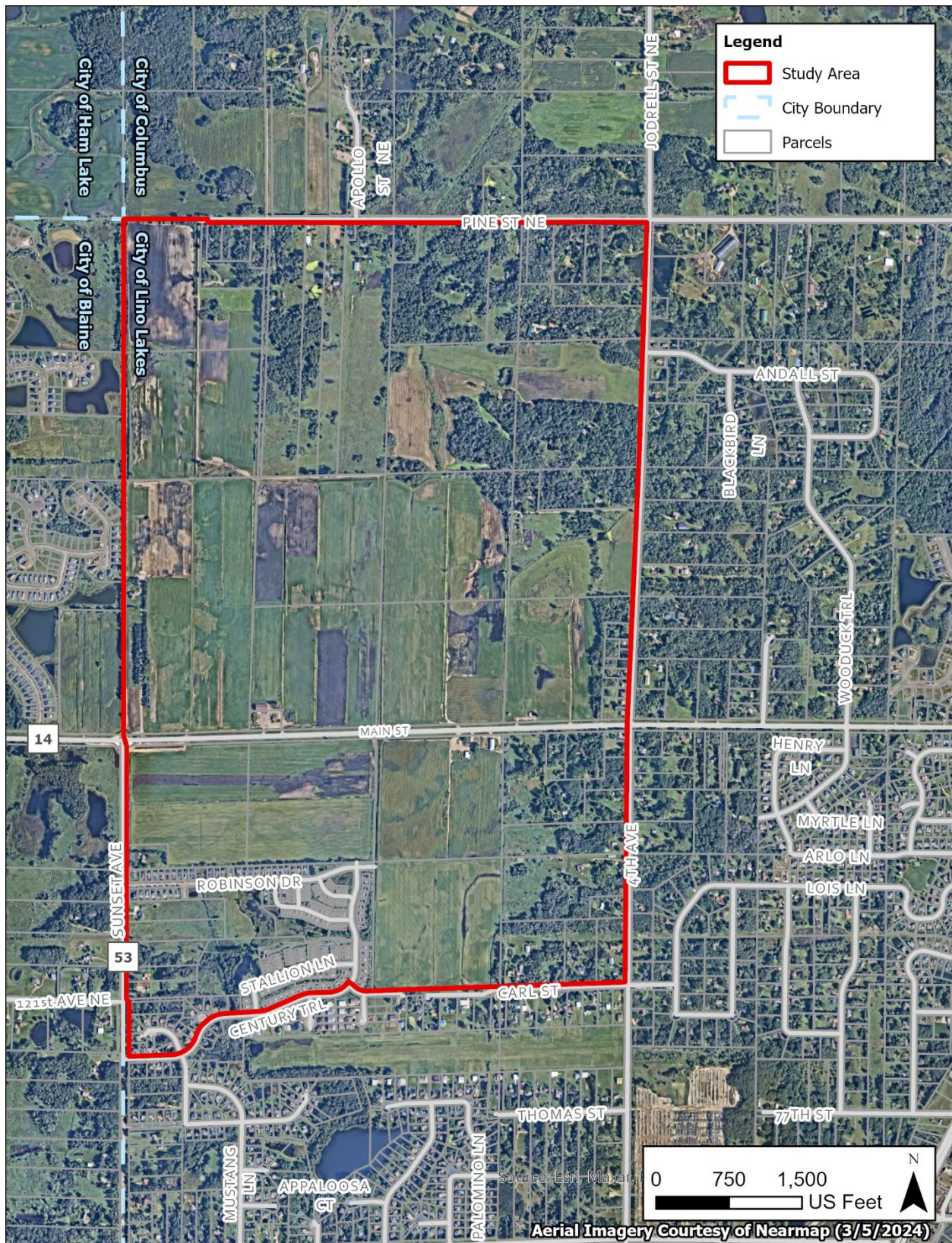


Figure 2: AUAR Study Area – Scenario 1

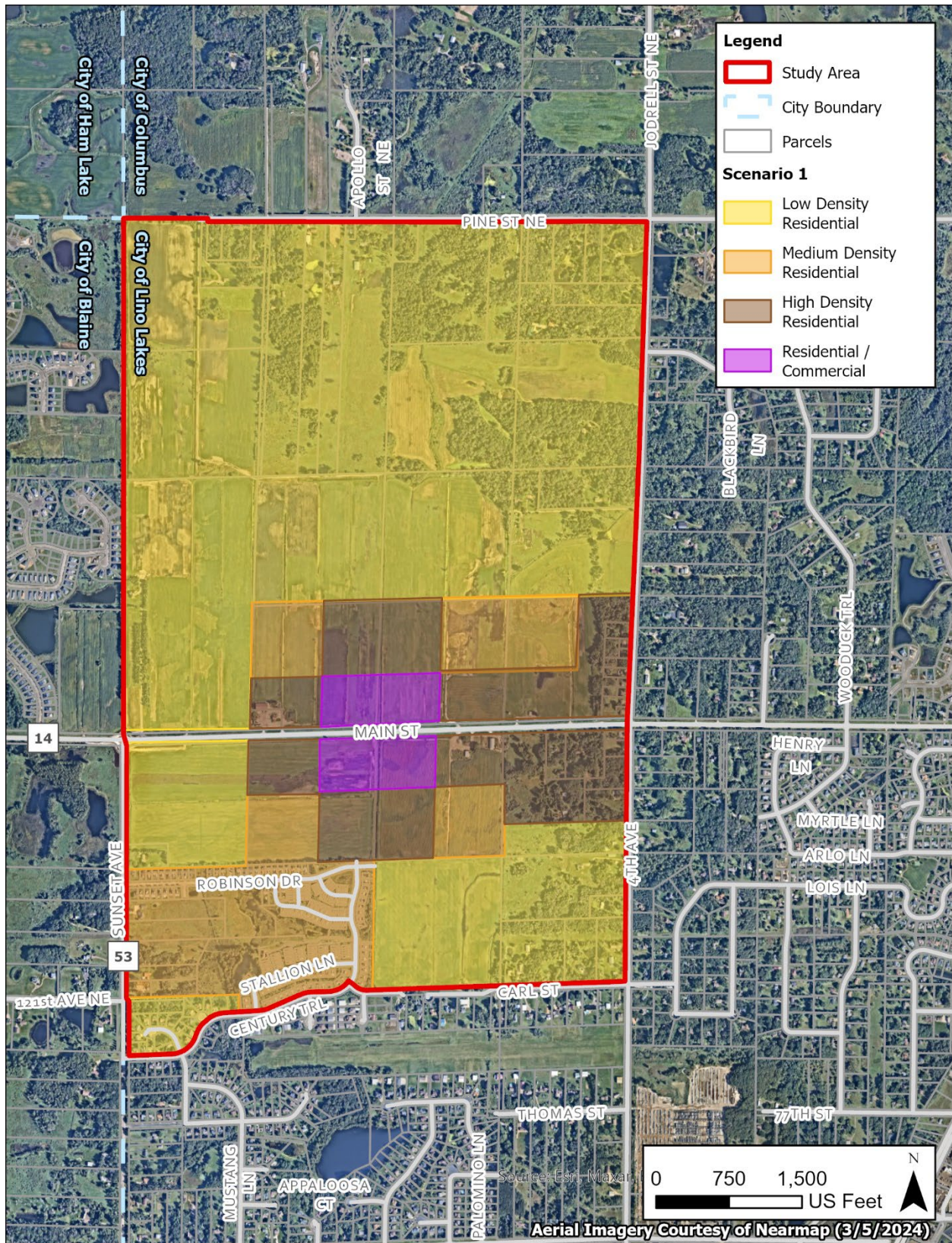
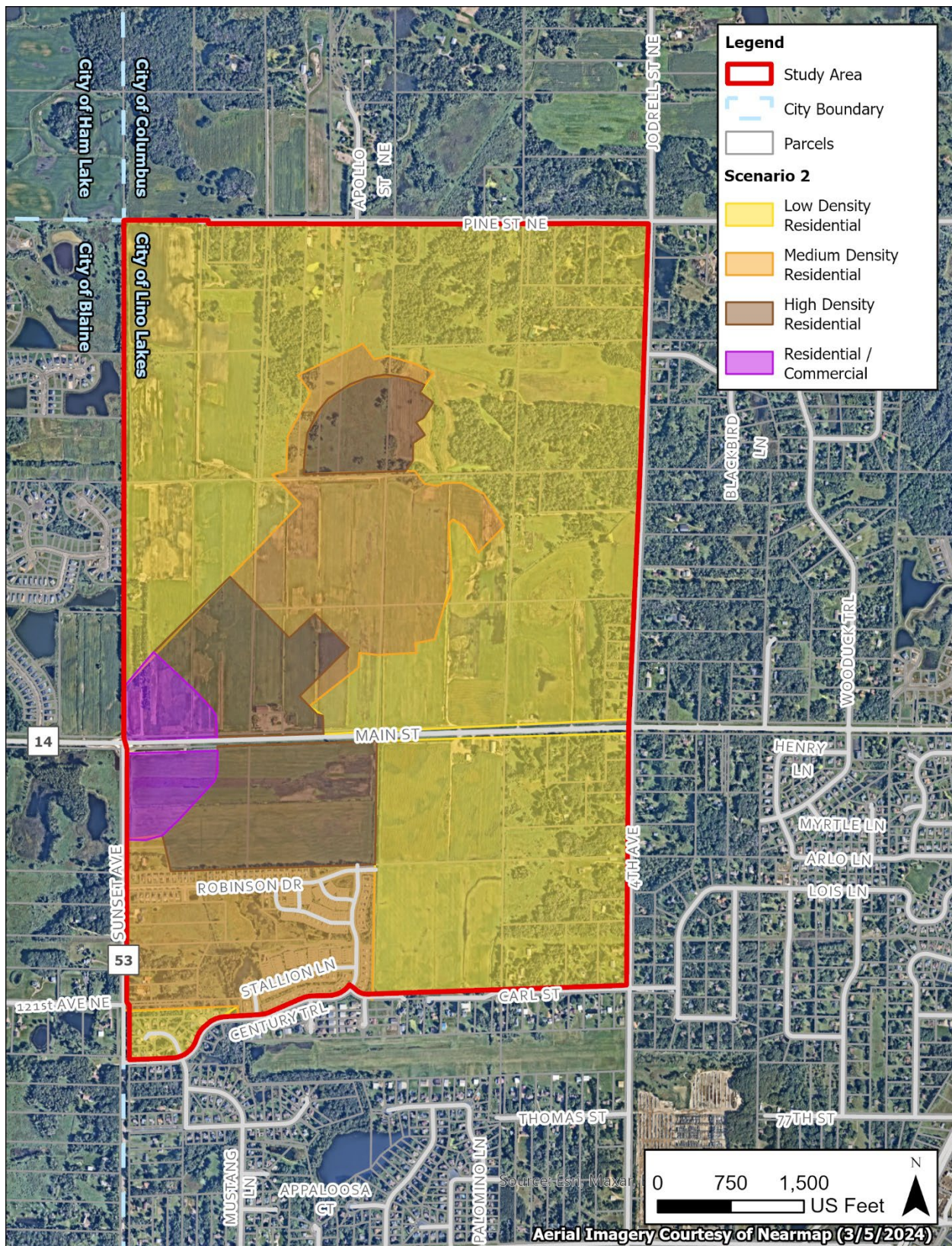


Figure 3: AUAR Study Area – Scenario 2



**CITY OF LINO LAKES
RESOLUTION NO. 25-51**

**RESOLUTION ORDERING PREPARATION OF AN ALTERNATIVE URBAN AREAWIDE
REVIEW (AUAR) FOR THE NORTHWEST QUADRANT OF THE CITY OF LINO LAKES**

WHEREAS, The City of Lino Lakes has determined that the land uses and densities for the future development of the northwest quadrant of the city north and south of Main Street into residential and commercial uses requires an Environmental Review pursuant to Minnesota Rules Chapter 4410; and

WHEREAS, Minnesota Rules Chapter 4410.3610 provides for a substitute form of Environmental Review known as an Alternative Urban Areawide Review (AUAR) process; and

WHEREAS, an Alternative Urban Areawide Review (AUAR) process allows for the Environmental Review of development and associated infrastructure in a particular geographic area within a jurisdiction if the local government unit has an adopted Comprehensive Plan; and

WHEREAS, the City of Lino Lakes has an adopted Comprehensive Plan that identifies future development of the northwest quadrant around Main Street; and

WHEREAS, the City recognizes the need to begin planning for future development of the land identified in the study area so a coherent community results over the long term and infrastructure facilities are planned and built in the most efficient manner; and

WHEREAS, the City of Lino Lakes is the Responsible Governmental Unit (RGU) pursuant to Minnesota Rules Part 4410.3610 Subp. 1; and

WHEREAS, the study area is approximately 962 acres, located east of Sunset Avenue, south of Pine Street, west of 4th Avenue, and north of Century Trail/Carl Street within the City of Lino Lakes; and

WHEREAS, two proposed development scenarios have been identified to be evaluated as part of the AUAR:

Scenario 1: represents the density and land uses presently allowed under the City of Lino Lakes current 2040 Comprehensive Plan and includes up to 1,600 low density residential, 600 medium density residential, 1,200 high density residential, and 60,000 square feet of commercial.

Scenario 2: would require amendment to the City of Lino Lakes current 2040 Comprehensive Plan and includes up to 1,500 low density residential, 900 medium

density residential, 1,100 high density residential, and 62,000 square feet of commercial.

WHEREAS, the City Council of the City of Lino Lakes deems an AUAR, as provided for in the Minnesota Environmental Review Program, to be the most appropriate form of environmental review for the study area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that is should and hereby does orders the preparation of an Alternative Urban Areawide Review for the northwest quadrant of the city north and south of Main Street.

Adopted by the City Council of the City of Lino Lakes this _____ day of _____, 2025.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

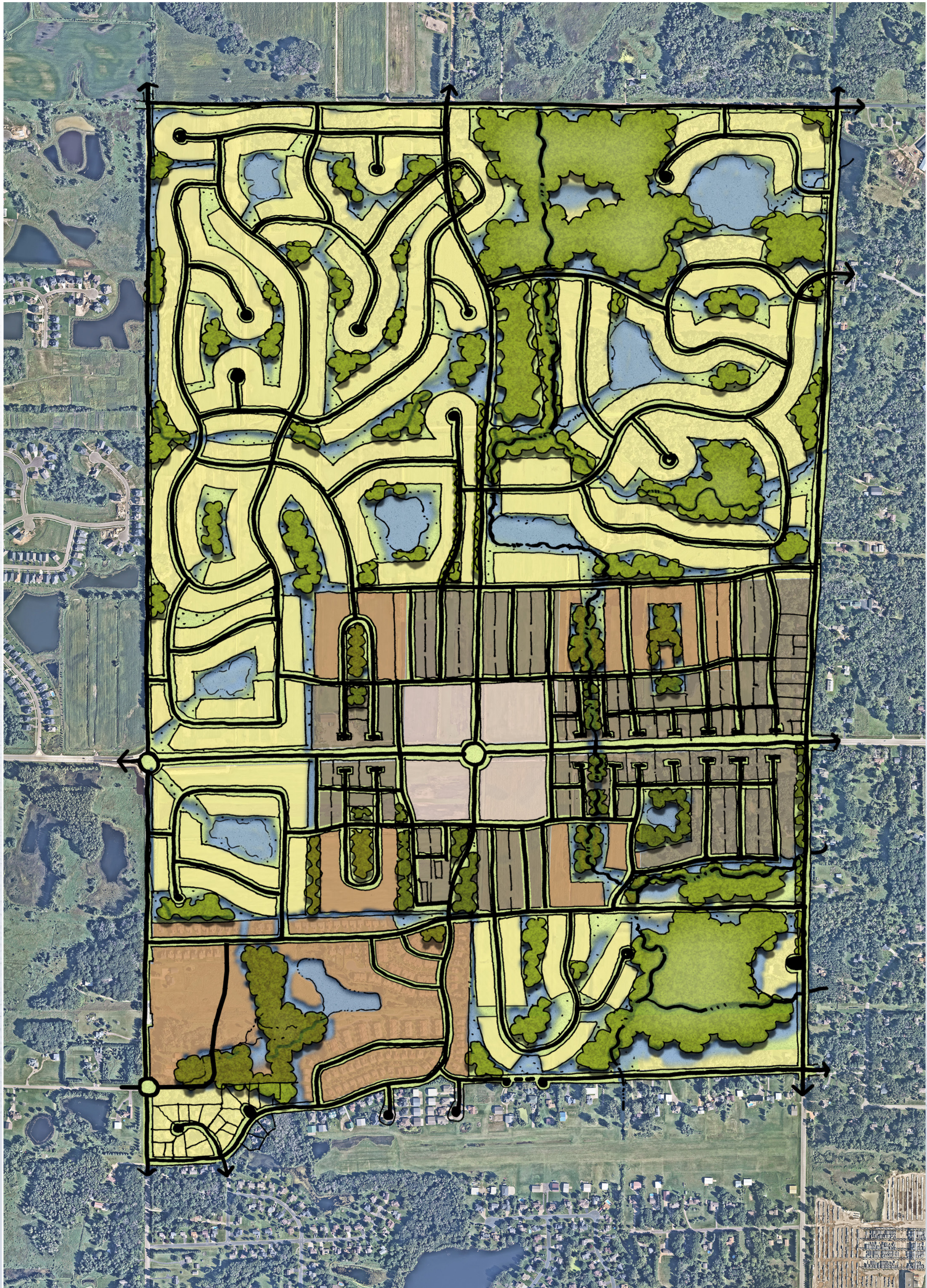
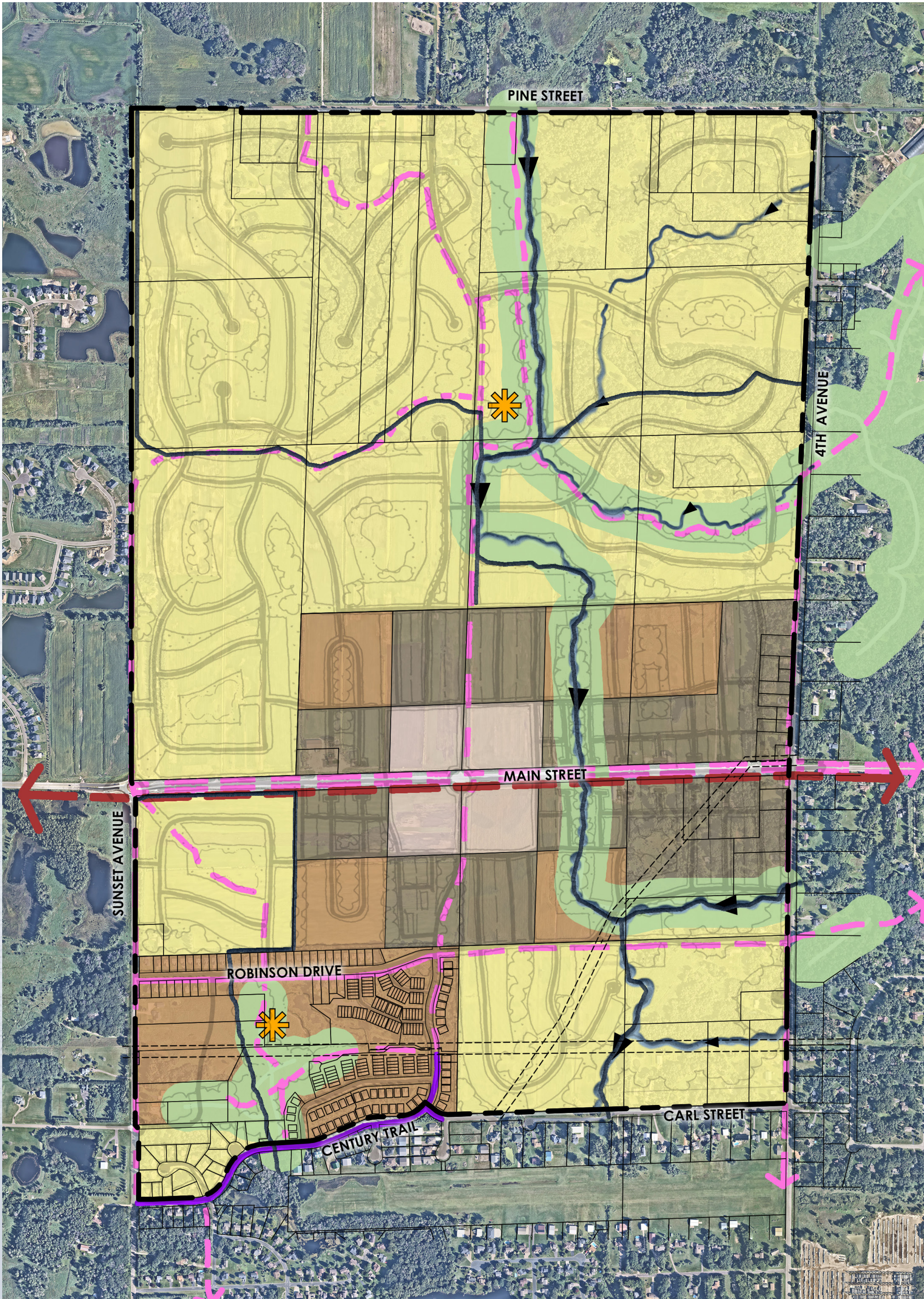
SCENARIO 1: “COMPREHENSIVE PLAN”



LEGEND

- Future Neighborhood Park
- Major Drainage Routes
- Minor Drainage Routes
- Existing Asphalt
- Existing Concrete Trail
- Proposed Trails
- Proposed Regional Trail
- Greenway System Natural Resource Enhancement/Conservation Area

Land Use	City Comprehensive Plan Full Build Out Scenario				
	Gross Acres	Approx net acres w/o wetlands and open water	Approx # of Units Low	Approx # of Units High	SF of Commercial
NORTH OF MAIN STREET					
Low Density Resi (R1/R1-X/R2)	516	423	677	1269	
Medium Density Resi (R2/R3)	36	35	138	207	
High Density Resi (R4)	63	62	370	494	
Planned Resi / Com (R5)					
Planned Resi (80%)	11	11	90	112	
Commerical (20%)	3	3			30,492
Sub-Total (approximate acres)	630	533			
SOUTH OF MAIN STREET					
Low Density Resi (R1/R1-X/R2)	134	97	155	291	
Medium Density Resi (R2/R3)	76	64	254	381	
High Density Resi (R4)	64	53	317	423	
Planned Resi / Com (R5)					
Planned Resi (80%)	11	10	83	104	
Commerical (20%)	3	3			28,314
Park & Open Space	16	9			
Sub-Total (approximate acres)	304	236			
TOTAL	934	769	2,084	3,281	

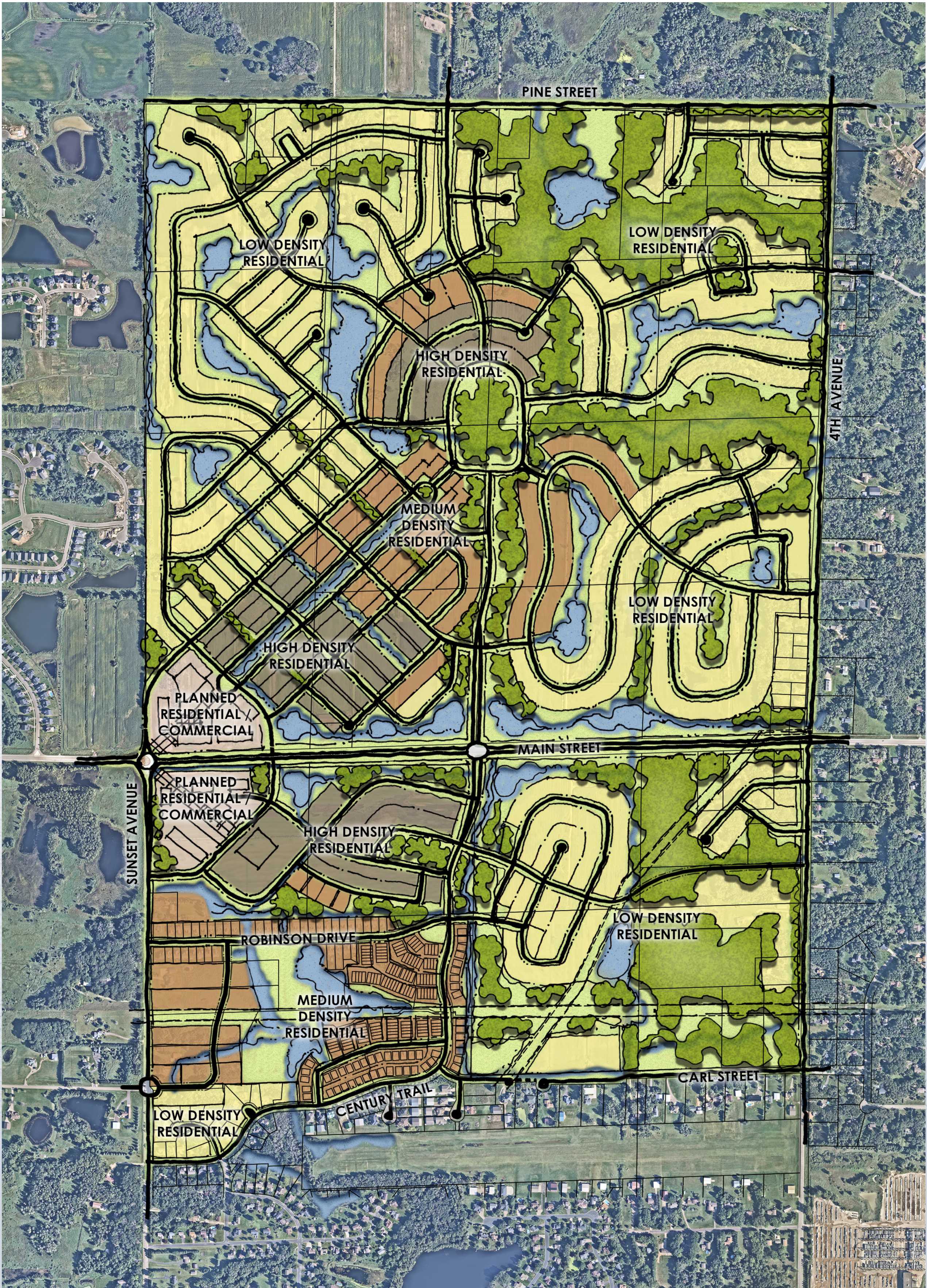
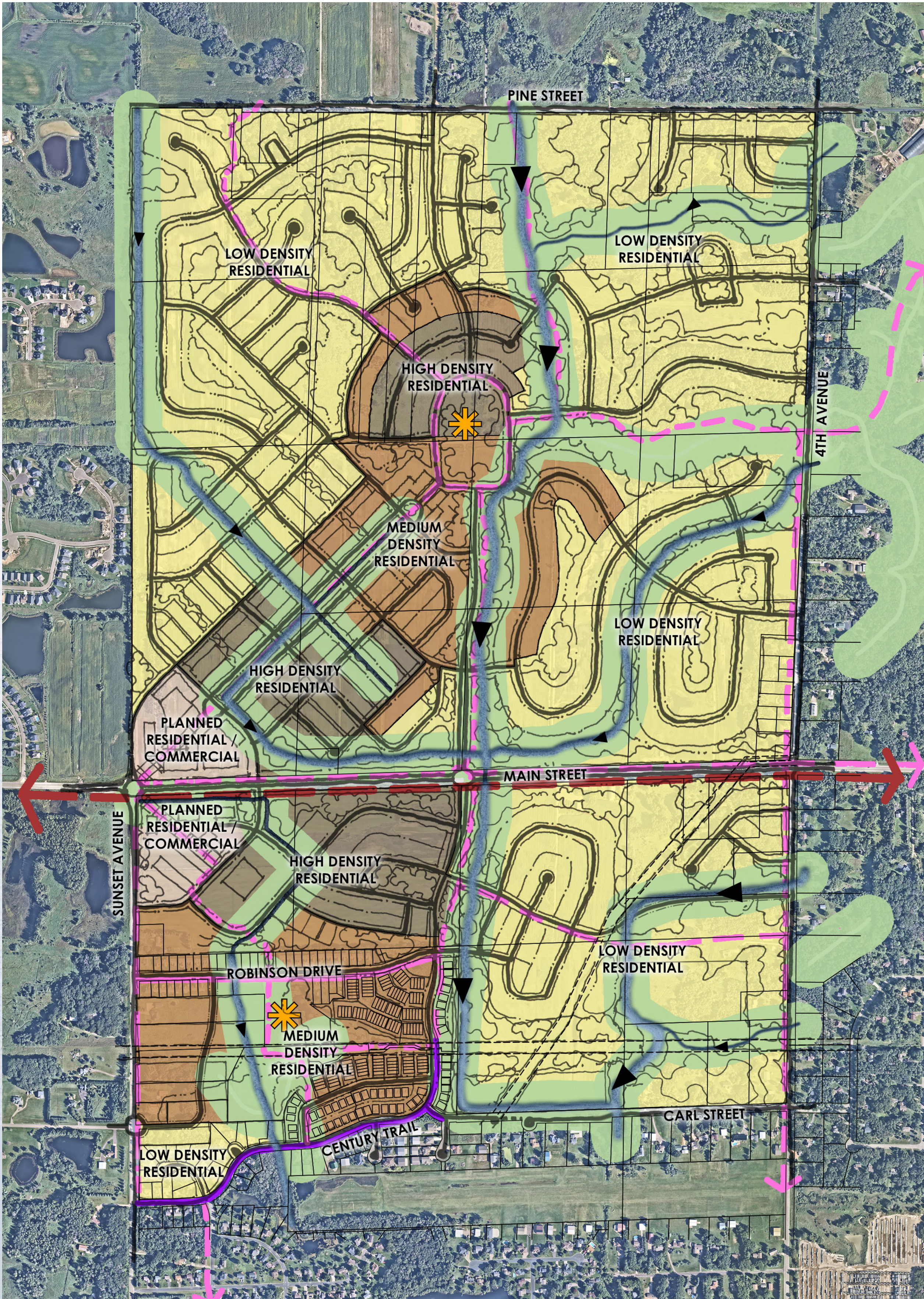


PREFERRED SCENARIO 2.1: “GATEWAY VILLAGE”



LEGEND

- Future Neighborhood Park
- Major Drainage Routes
- Minor Drainage Routes
- Existing Asphalt
- Existing Concrete Trail
- Proposed Trails
- Proposed Regional Trail
- Greenway System Natural Resource Enhancement/ Conservation Area



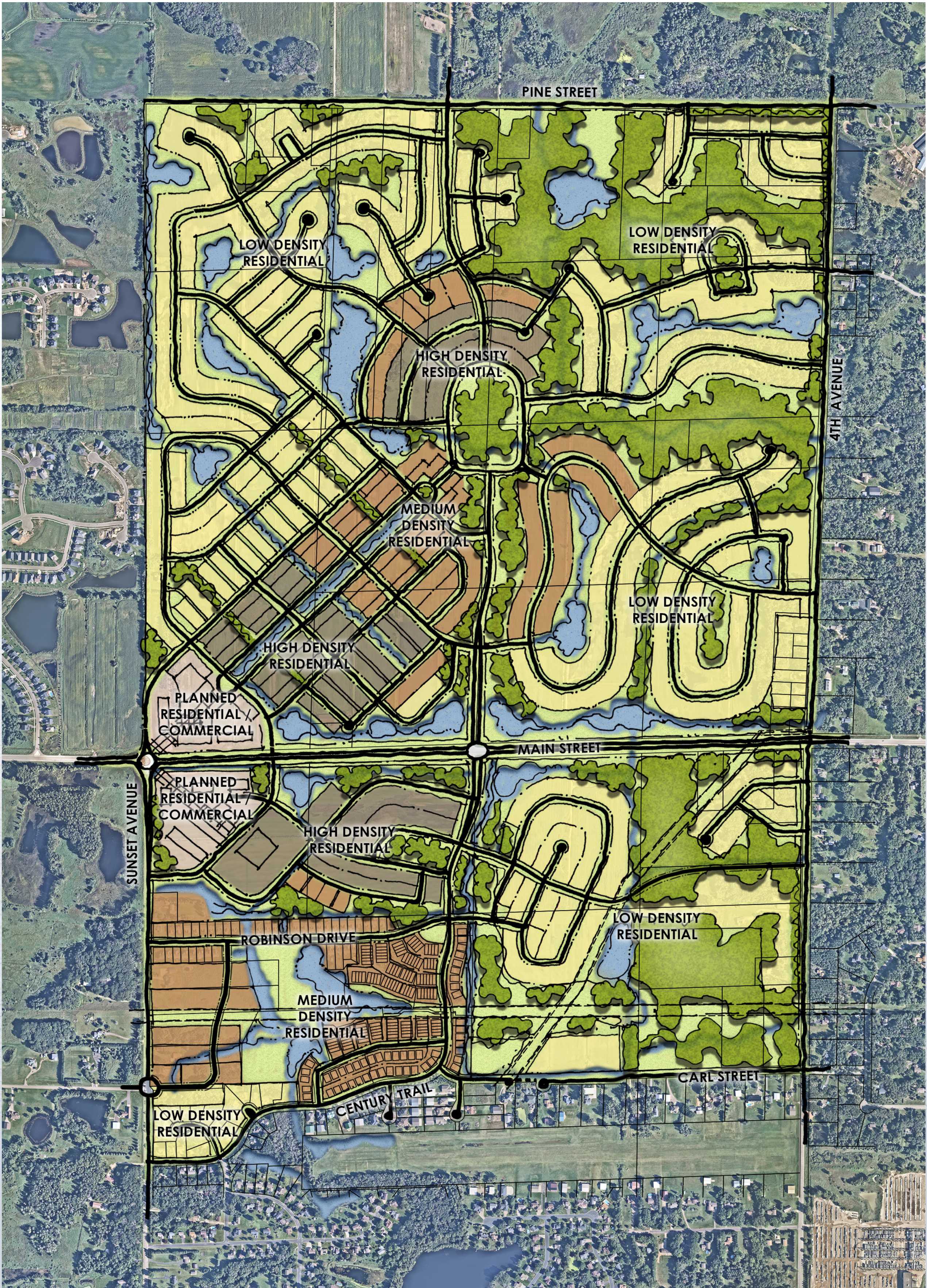
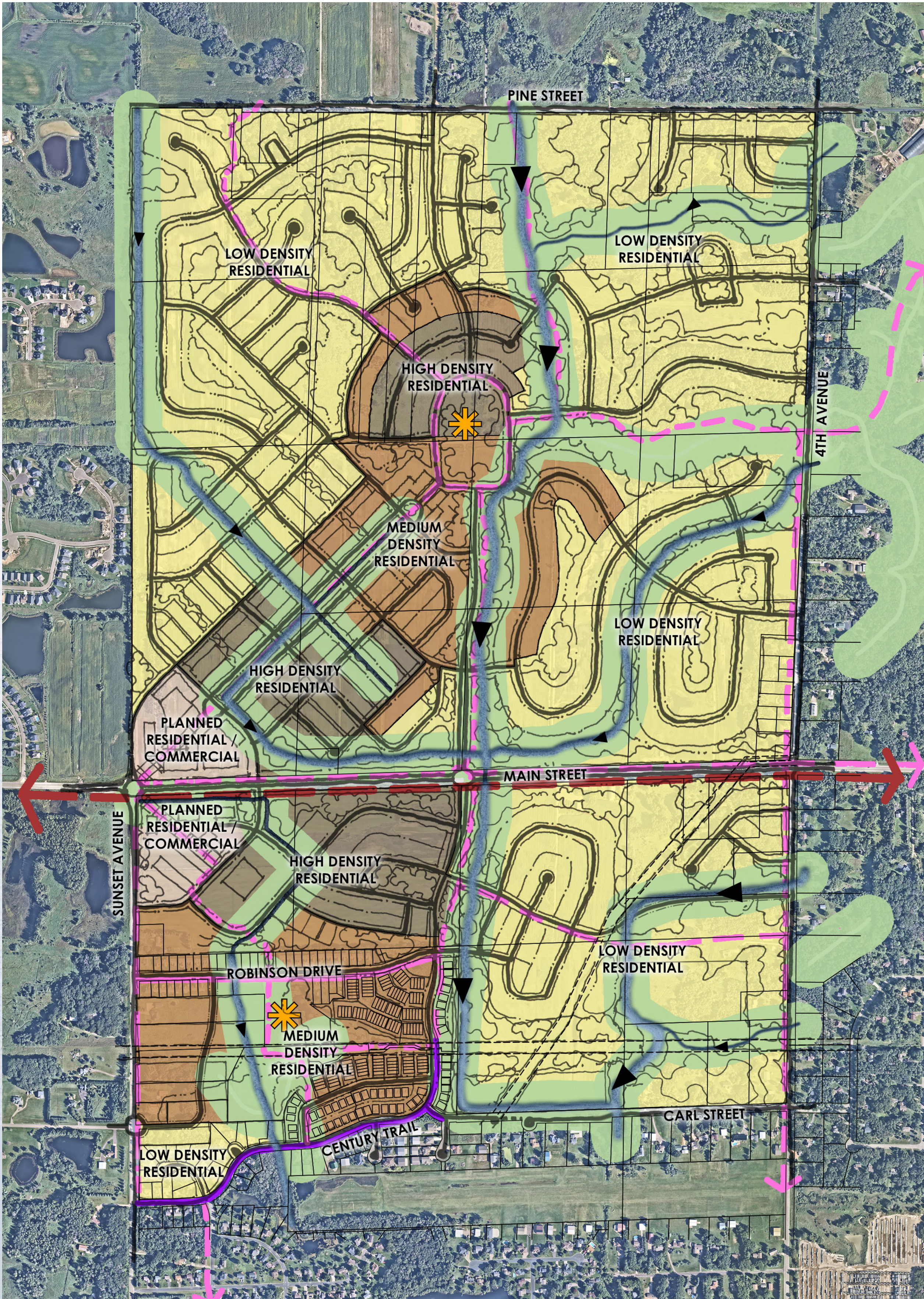
Land Use	Gateway Village Scenario 2.1				
	Gross Acres	Approx net acres w/o wetlands and open water	Approx # of Units Low	Approx # of Units High	SF of Commercial
NORTH OF MAIN STREET					
Low Density Resi (R1/R1-X/R2)	464	367	587	1101	
Medium Density Resi (R2/R3)	88	88	352	528	
High Density Resi (R4)	64	64	384	512	
Planned Resi / Com (R5)					
Planned Resi (80%)	11	11	90	112	
Commercial (20%)	3	3			30,492
Sub-Total (approximate acres)	630	533			
SOUTH OF MAIN STREET					
Low Density Resi (R1/R1-X/R2)	158	109	174	327	
Medium Density Resi (R2/R3)	72	60	240	360	
High Density Resi (R4)	44	44	264	352	
Planned Resi / Com (R5)					
Planned Resi (80%)	11	11	90	112	
Commercial (20%)	3	3			30,492
Park & Open Space	16	9			
Sub-Total (approximate acres)	304	236			
TOTAL	934	769	2,181	3,404	

PREFERRED SCENARIO 2.1: “GATEWAY VILLAGE”



LEGEND

- Future Neighborhood Park
- Major Drainage Routes
- Minor Drainage Routes
- Existing Asphalt
- Existing Concrete Trail
- Proposed Trails
- Proposed Regional Trail
- Greenway System Natural Resource Enhancement/Conservation Area



Land Use	Gateway Village Scenario 2.1				
	Gross Acres	Approx net acres w/o wetlands and open water	Approx # of Units Low	Approx # of Units High	SF of Commercial
NORTH OF MAIN STREET					
Low Density Resi (R1/R1-X/R2)	464	367	587	1101	
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High Density Resi (R4)	64	64	384	512	
Planned Resi / Com (R5)					
Planned Resi (80%)	11	11	90	112	
Commercial (20%)	3	3			30,492
Sub-Total (approximate acres)	630	533			
SOUTH OF MAIN STREET					
Low Density Resi (R1/R1-X/R2)	158	109	174	327	
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Planned Resi (80%)	11	11	90	112	
Commercial (20%)	3	3			30,492
Park & Open Space	16	9			
Sub-Total (approximate acres)	304	236			
TOTAL	934	769	2,181	3,404	