



CITY COUNCIL AGENDA

Monday, March 9, 2026

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

***Mayor Rafferty, Councilmembers Lyden, Nelson, Ruhland and Rennaker
City Administrator: Karen Anderson***

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

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

CITY COUNCIL MEETING, 6:30 PM Council Chambers (televised)

- Call to Order and Roll Call
- Pledge of Allegiance
- Setting the Agenda: Addition or Deletion of Agenda Items

SPECIAL PRESENTATION

PUBLIC COMMENT

Sign-in prior to the start of the meeting per Rules of Decorum

1. Consent Agenda

- A. Approval of Expenditures for March 9, 2026 (Check No. 124537 through 124606) in the Amount of \$292,480.77
- B. Approval of February 23, 2026, City Council Work Session Minutes
- C. Approval of February 23, 2026, City Council Meeting Minutes
- D. Approval of March 2, 2026 City Council Work Session Minutes
- E. Resolution 26-01, Establishing Precinct Polling Locations for the City of Lino Lakes
- F. Approval of Resolution No. 26-25, Approving a Tobacco License for Three Stores, LLC

- G. Hiring of Part-Time Staff for the Rookery Activity Center
- H. Resolution 26-24, Adopting the Anoka County 2025 Hazard Mitigation Plan

2. Finance Department Report

3. Administration Department Report

4. Police Department Report

5. Fire Department Report

6. Public Services Department Report

7. Community Development Report

- A. Valvoline (Clearwater Commons), Katie Larsen
 - i. Resolution No. 26-21 Approving Auto Repair-Minor Conditional Use Permit
 - ii. Resolution No. 26-22 Approving Site Improvement Performance Agreement
- B. Peltier Ponds, Katie Larsen
 - i. Waive Full Reading, Provide Second Reading and Adopt Ordinance No. 01-26 Rezoning Property from R, Rural to PUD, Planned Unit Development
 - ii. Resolution No. 26-29 Approving Summary Publication of Ordinance 01-26
- C. Otter Lake Road Improvement Project, Michael Grochala
 - i. Resolution No. 26-26, Approving Revised City of Lino Lakes Right of Way Plat No. 4, Otter Lake Road Improvements
 - ii. Resolution No. 26-30, Approving Amended Resolution Authorizing and Directing the Acquisition of Certain Real Property Interests for the Otter Lake Road Extension Improvements Project by Eminent Domain
- D. Resolution No. 26-27, Approving Public Works Building Utilities Comprehensive Plan Amendment, Michael Grochala
- E. Resolution No. 26-28, Approving AT&T Utility Relocation Agreement, Public Works Building, Michael Grochala
- F. Resolution No. 26-31, Approving Resolution Agreement with WSB, LLC, MDH Correction Orders, 2025 Street Reconstruction Project, Michael Grochala

8. Unfinished Business

9. New Business

10. Notices and Communications

- A. Planning & Zoning Board Meeting, March 11th at 6:30 p.m.

ADJOURNMENT



Expenditures

March 9, 2026

Check #124537 to #124606
\$292,480.77

Significant Disbursements this Period:

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 124537 - 124606

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
02/27/2026	124537	BUREAU OF CRIMINAL APPREHENS	EMPLOYEE FINGERPRINTING - L. RASKA	32.00
02/27/2026	124538	CENTRAL PENSION FUND	Remittance Check	7,268.50
02/27/2026	124539	NCPERS GROUP LIFE INSURANCE	Remittance Check	168.00
			Remittance Check	168.00
				336.00
03/09/2026	124540	1ST CHOICE DOCUMENT DESTRUCTI	FEBRUARY RECYCLING SATURDAY	880.00
03/09/2026	124541	AARP	AARP CLASS FOR MARCH 2026	155.00
03/09/2026	124542	ALLIED OIL & TIRE COMPANY	55 GALLONS 5W40 ENGINE OIL	955.90
03/09/2026	124543	ANOKA COUNTY PROPERTY RECORDS	DOCUMENT RECORDING	92.00
03/09/2026	124544	ANOKA COUNTY TREASURY OFFICE	APX MICROPHONE BATTERY	106.50
03/09/2026	124545	AQUA LOGIC, INC	SPLASH POOL UV LIGHT REPAIR	1,953.29
			REPAIR OF SPLASH POOL UV CONTROLLER	480.00
				2,433.29
03/09/2026	124546	ASPEN MILLS, INC.	UNIFORM ALLOWANCE - G. STREATER	230.54
			UNIFORM ALLOWANCE - B. FINKE	325.40
			DEPT EXP - 300 PATCHES FOR REPATCHING	789.00
			ACCOMMODATION PINS	1,032.75
			BADGE PATCHES	1,071.00
			UNIFORM ALLOWANCE - N. HAMANN	39.95
			UNIFORM ALLOWANCE - R. STRUB	49.99
			UNIFORM ALLOWANCE - D. L'ALLIER	373.50
			UNIFORM ALLOWANCE - D. THILL	551.68
			UNIFORM ALLOWANCE - A. HALVERSON	113.52
			UNIFORM ALLOWANCE - I. SIMON	64.95
			UNIFORM ALLOWANCE - R. STRUB	179.95
			UNIFORM ALLOWANCE - A. HALLIN	250.65
				5,072.88
03/09/2026	124547	BOEHME, CURTIS M	REIMBURSEMENT - FUEL EXPENSE	20.00
03/09/2026	124548	BOND TRUST SERVICES CORPORATI	BOND SERIES 2015 PAYING AGENT FEE	475.00
03/09/2026	124549	BROADWAY AWARDS, INC.	COUNCIL PLAQUE	110.00
03/09/2026	124550	BROADWAY AWARDS, INC.	PLAQUES - COUNCIL	350.00
03/09/2026	124551	BROWNELLS INC	RIFLE REPAIR PARTS	90.46
03/09/2026	124552	CENTERPOINT ENERGY	NATURAL GAS	6,270.33
03/09/2026	124553	CENTURYLINK	TELEPHONE	108.22
03/09/2026	124554	CITY OF BLAINE	MAIN ST ROUNDABOUT ST. LIGHT COST SHARE	857.07
03/09/2026	124555	CITY OF HUGO	HUGO BLDG INSPECTOR 12/22/25, 12/23/25	197.20
			HUGO BLDG INSPECTOR 02/25/26	144.50
				341.70
03/09/2026	124556	COLLINS ELECTRICAL CONSTRUCTI	REPAIR GYM LIGHTS	1,979.91
03/09/2026	124557	CORE & MAIN LP	TOUCHPADS	1,200.50
			HYDRANT O-RINGS	586.00

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 124537 - 124606

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
				1,786.50
03/09/2026	124558	CUSTOM FIRE APPARATUS, INC.	ENGINE 1 #629 REPAIRS	182.95
03/09/2026	124559	DELTA DENTAL OF MINNESOTA	DENTAL INS PREMIUMS MARCH 2026	5,170.24
03/09/2026	124560	DEY DISTRIBUTING	INDUCER MOTOR FOR FIRE STATION 1	266.79
03/09/2026	124561	DUO-SAFETY LADDER CORPORATION	REPLACEMENT PART FOR LADDER	96.54
03/09/2026	124562	EARL F. ANDERSEN	STREET NAME PLATES 2026 CHANGEOUT	6,066.00
03/09/2026	124563	EHLERS AND ASSOCIATES	JAN HOURLY SERVICES - K. HORN	11,050.00
03/09/2026	124564	EMERGENCY TECHNICAL DECON	DEPT EXP - NUMBER PATCHES FOR HELMETS	450.00
03/09/2026	124565	ENDURANCE FITNESS OF MN, LLC	MONTHLY FEE MARCH 2026	11,665.00
03/09/2026	124566	FACTORY MOTOR PARTS COMPANY	TRAILER BATTERY #705 (RETURNED)	41.62
			STOCK FILTERS	48.07
			FUEL FILTER #137	16.34
			STOCK FILTERS	187.13
			BLACK NITRILE GLOVES	53.88
			FUEL FILTER #606	15.23
			75W90 GEAR LUBE (STOCK)	46.86
			BATTERY CORE RETURNS, BATTERY RETURN	(113.62)
				295.51
03/09/2026	124567	GDO LAW	MARCH PROSECUTOR CONTRACT	8,750.00
03/09/2026	124568	HAWKINS, INC.	CHLORINE PUMP- TOWER 3	2,169.30
03/09/2026	124569	HENRY SCHEIN, INC.	V-VAC SUCTION HANDLE	144.65
03/09/2026	124570	HYDRAULIC SPECIALTY, INC.	HYDRAULIC COUPLER FOR FECON ATTACHMENT	57.51
03/09/2026	124571	IMAGE PRINTING & GRAPHICS, IN	PRINTING - ENVELOPES, ORANGE ENTRY CARD	243.95
03/09/2026	124572	IMPERIAL DADE	JANITORIAL SUPPLIES	724.68
03/09/2026	124573	INNOVATIVE OFFICE SOLUTIONS L	POST-IT NOTES, STAPLES	23.63
03/09/2026	124574	INTERSTATE POWER SYSTEMS, INC	REPLACE ENGINE BLOCK HEATER FIRE 2 GEN	1,613.74
03/09/2026	124575	JASON BOONSTRA	MILEAGE REIMBURSEMENT	172.55
03/09/2026	124576	LANDFORM	JANUARY MAIN STREET COMP PLAN AMENDMENT	892.00
03/09/2026	124577	MACQUEEN EQUIPMENT, INC.	DEPT EXP - 6" LEATHER FRONTS FOR HELMET	716.00
03/09/2026	124578	MAXFIELD RESEARCH AND CONSULT	TOWN CENTER SOUTH MASTER PLAN MARKET ST	5,160.00
03/09/2026	124579	MENARDS - FOREST LAKE	BOILER ROOM CO 2 ALARM	27.47
03/09/2026	124580	METRO SALES INCORPORATED	ROOKERY COPIER	448.87
			PUBLIC WORKS COPIER	104.02
			PD COPIER CONTRACT	36.00
				588.89
03/09/2026	124581	MN METRO NORTH TOURISM BOARD	JANUARY 2026 TOURISM TAX	5,238.00
03/09/2026	124582	MNSPECT, LLC	FEBRUARY PLAN REVIEW 2026	1,383.75
03/09/2026	124583	MOZ, ALEKS	TUITION REIMBURSEMENT - A. MOZ	125.00
03/09/2026	124584	NELSON SANITATION & RENTAL, I	SANITARY SEWER JETTING	11,152.12
			SANITARY SEWER TELEVISIONING	11,152.12
				22,304.24
03/09/2026	124585	NORTHERN TOOL COMMERCIAL ACCO	WINCH ROPE AND HOOK FOR UNIT #627	83.58

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 124537 - 124606

- CHECK TYPE: PAPER CHECK

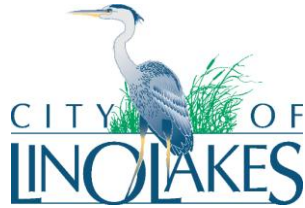
Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
03/09/2026	124586	OCCUPATIONAL HEALTH CENTERS	O NEW HIRE TESTING	206.00
03/09/2026	124587	PLAISTED COMPANIES, INC.	WINTER PATCH MIX	173.63
03/09/2026	124588	POO FREE PARKS	DOGGY POT BAGS	881.94
03/09/2026	124589	PRECISE MRM LLC	DATA FOR GPS	180.00
03/09/2026	124590	RECTRAC, LLC	NEW CUSTOMER TRAINING AND SETUP	375.00
			RECTRAC SOFTWARE SUBSCRIPTION 1-1-26 TH	9,660.00
			NEW CUSTOMER TRAINING AND SETUP	281.25
				10,316.25
03/09/2026	124591	ROADKILL ANIMAL CONTROL	FEBRUARY ROADKILL PICKUP SERVICES	129.00
03/09/2026	124592	SAFE-FAST, INC.	UNIFORM ALLOWANCE - A. MOONEY	161.40
03/09/2026	124593	SAFETY-KLEEN SYSTEMS, INC.	SOLVENT	50.42
03/09/2026	124594	SQUIRES, WALDSPURGER & MACE	P NOVEMBER LEGAL	7,052.00
			DECEMBER LEGAL	6,206.00
				13,258.00
03/09/2026	124595	STREICHER'S, INC.	UNIFORM ALLOWANCE - M. CARLSON	369.97
			UNIFORM ALLOWANCE - K. SINNA	345.99
			DEPT EXP - D. STAIGERWALD	21.99
			UNIFORM ALLOWANCE - A. HALLIN	369.97
				1,107.92
03/09/2026	124596	SWEDEBRO, INC	DMT ROOM EPOXY FLOORING	5,600.00
03/09/2026	124597	TRANSWEST TRUCK ST. MICHAEL	AIR COMPRESSOR GOVERNOR #215	86.87
03/09/2026	124598	TRI-STATE BOBCAT, INC.	#419 REPAIR WHEEL BEARINGS, CV AXLE, HY	4,114.51
03/09/2026	124599	TUSHIE MONTGOMERY ASSOCIATES	TOWN CENTER SOUTH MASTER PLAN	3,719.50
03/09/2026	124600	U.S. BANK EQUIPMENT FINANCE	S1 & S2 COPIER/PRINTER	646.08
03/09/2026	124601	UNIQUE PAVING MATERIALS CORPO	WINTER PATCH MIX	347.20
03/09/2026	124602	WEBBER RECREATIONAL DESIGN, I	B-BALL HOOP REPLACEMENT PARTS- NORTH PO	1,030.00
03/09/2026	124603	WHEELER HARDWARE COMPANY	DONGLE MONTHLY LICENSE & SERVICE FEE	75.00
03/09/2026	124604	WINNICK SUPPLY, INC.	STEEL FOR TRAILER REPAIR #703	37.41
			STEEL FOR TRAILER REPAIR #706	310.72
				348.13
03/09/2026	124605	WSB & ASSOCIATES, INC.	JANUARY MARKET PLACE DR REALIGNMENT	5,092.50
			JANUARY WINTERS WETLAND BANK	1,383.50
			JANUARY WATERMARK PARK	859.00
			JANUARY OTTER CROSSING 2ND ADDITION PP	263.00
			JANUARY WATER TREATMENT PLANT	23,973.75
			JANUARY WATERMARK 6TH ADDITION	263.00
			JANUARY NATURES REFUGE NORTH	920.50
			JANUARY WATERMARK 7TH ADDITION	394.50
			JANUARY 455 PARK CT FIJI CUBE	263.00
			JANUARY WATERMARK 8TH ADDITION	1,623.00
			JANUARY 2025 BIRCH ST SANITARY SEWER	5,287.00

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 124537 - 124606

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
			JANUARY JAVA PROPERTIES - LINO LAKES 2.	526.00
			JANUARY 2025 STREET REHABILITATION	3,708.25
			JANUARY LYNGBLOMSTEN - NURSING HOME FAC	1,667.25
			JANUARY OTTER LAKE RD EXT PROJ-ROW SERV	3,135.00
			JANUARY PELTIER PONDS PP	2,354.00
			JANUARY TEST WELL NO. 7B	2,596.25
			JANUARY 2025 SURFACE WATER MGMT PROJECT	448.00
			JANUARY ALDI	1,780.50
			JANUARY OTTER CROSSING SOUTH	478.00
			JANUARY HARVEST GRANGE PP	3,736.00
			JANUARY CHIPOTLE - CLEARWATER COMMONS	131.50
			JANUARY HAMPTON ADDITION FP	840.50
			JANUARY 2025 LUMEN FIBER EXTENSION	3,177.50
			JANUARY 2026 REHAB PROJECT	17,529.00
			JANUARY 2026 PRIVATE UTILITY PERMITS	2,313.00
			JANUARY 2026 GENERAL ENGINEERING SERVIC	8,290.58
			JANUARY PINE OAKS CONCEPT PLAN	1,660.50
			JANUARY VALVOLINE CLEARWATER COMMONS SB	1,907.00
			JANUARY WILKINSON WATERS FP	1,691.25
			JANUARY SHENANDOAH PARK SWMP FINAL DESI	484.00
			JANUARY PUBLIC WORKS UTILITY EXTENSION	3,471.50
			JANUARY CITY SPEC UPDATE	1,249.00
			JANUARY NW WATER SUPPLY FEASIBILITY STU	6,796.25
			JANUARY PW PLAN REVIEW	1,375.50
			JANUARY MISC GPS-GIS MAPPING	1,365.00
				113,034.08
03/09/2026	124606	XCEL ENERGY	ELECTRIC	21,631.61
CKING TOTALS:				
Total of 70 Checks:				292,480.77
Less 0 Void Checks:				0.00
Total of 70 Disbursements:				292,480.77



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting March 9, 2026

Transfer In/(Out)

2/20/2026 Sales and Use Tax	(10,160.00)
2/24/2026 Transfer to FRB MM	500,000.00
2/27/2026 Payroll #05	(234,568.63)
2/27/2026 Payroll #05 Federal Deposit	(66,954.69)
2/27/2026 Payroll #05 PERA	(63,615.47)
2/27/2026 Payroll #05 State	(15,315.10)
2/27/2026 Payroll #05 H.S.A. Bank Pretax	(3,545.17)
2/27/2026 Payroll #05 TASC Pretax	(1,159.58)
2/27/2026 Payroll #05 Mission Sq 457 Def. Comp #301596	(3,270.00)
2/27/2026 Payroll #05 Mission Sq Roth IRA #706155	(1,009.23)
2/27/2026 Payroll #05 MSRS HCSP #98946-01	(5,246.45)
2/27/2026 Payroll #05 MSRS Def. Comp #98945-01	(1,705.00)
2/27/2026 Payroll #05 MSRS Roth IRA #98945-01	(1,430.00)

**Lino Lakes City Council
Work Session
Minutes**

DATE: February 23, 2026
TIME STARTED: 6:00 P.M.
TIME ENDED: 6:28 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Lyden, Nelson, Ruhland and Rennaker
MEMBERS ABSENT: None

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, HR & Communications Manager Meg Sawyer, Community Development Director Mike Grochala, City Planner Katie Larsen, City Engineer Diane Hankee, and Police Sgt. William Owens.

1. Call to Order and Roll Call

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

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

The agenda was adopted as presented.

3. Meeting and Event Schedule

The City Council reviewed the upcoming meeting and special event schedule.

4. Review Regular Agenda

The City Council reviewed regular meeting agenda for this evening.

The HR & Communications Manager reported that two Police Records Technicians were being recommended for appointment this evening.

The City Planner reviewed the land use applications related to the Peltier Ponds development project, scheduled for formal action this evening.

5. Adjournment

Mayor Rafferty adjourned the meeting at 6:28 p.m.

These minutes were approved at the regular Council Meeting on March 9, 2026.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

DATE: February 23, 2026
TIME STARTED: 6:30 PM
TIME ENDED: 7:15 PM
LOCATION: City Council Chambers
MEMBERS PRESENT: Mayor Rafferty Councilmembers Lyden, Nelson, Ruhland and Rennaker
MEMBERS ABSENT: None

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, HR & Communications Manager Meg Sawyer, Community Development Director Mike Grochala, City Planner Katie Larsen, City Engineer Diane Hankee, and Police Sgt. William Owens.

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

SETTING THE AGENDA

The agenda was approved as presented.

SPECIAL PRESENTATIONS

None

PUBLIC COMMENT

Mayor Rafferty opened the public comment period at 6:32 p.m.

Delight DeMulling, 875 Lois Lane, Lino Lakes, stated that the City of Lino Lake Police & Fire Department maintains public statements regarding immigration enforcement on the City website. She wanted to acknowledge and express appreciation for these statements and for the City's commitment to protecting immigrant neighbors. She presented a draft Resolution "Affirming Community Safety, Civil Rights, and Limits on City Involvement in Civil Immigration Enforcement" for the consideration of the City Council. She stated that the proposed resolution sets lawful limits, protects access, guides staff and provides consistency. She stated that the resolution does not block federal immigration enforcement, does not interfere with valid court orders or warrants does not change federal law and does not require City staff to obstruct federal agents. She stated that this resolution would improve public safety because residents are more likely to call 911 when they trust local authorities and crimes are more likely to be reported. City staff and officers are not placed in legally uncertain situation, and clear policy reduces fear, confusion, and misinformation.

Mayor Rafferty closed the public comment period at 6:35 p.m.

1. CONSENT AGENDA

- A. Approval of Expenditures for February 23, 2026 (Check No. 124464 through 124536) in the Amount of \$1,410,324.31.
- B. Approval of Exempt Gambling Permit, Ducks Unlimited.
- C. Hiring of Part-Time Staff for the Rookery Activity Center.
- D. Approval of February 9, 2026, City Council Work Session Minutes.
- E. Approval of February 9, 2026, City Council Meeting Minutes.

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

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

2. FINANCE DEPARTMENT REPORT

No Report

3. ADMINISTRATION DEPARTMENT REPORT

- A. Appointment of Police Records Technician

Motion to appoint Aria Christ to the Police Records Technician position, at Step 4 of the Police Records Technician wage scale, with a start date of March 9, 2026.

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

- B. Appointment of Police Records Technician

Motion to appoint Chad Lunas to the Police Records Technician position, at Step 4 of the Police Records Technician wage scale, with a start date of March 9, 2026.

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

4. POLICE DEPARTMENT REPORT

No Report

5. FIRE DEPARTMENT REPORT

No Report

6. PUBLIC SERVICES DEPARTMENT REPORT

No Report

7. COMMUNITY DEVELOPMENT REPORT

A. Peltier Ponds

i. Resolution No. 26-05, Approving Comprehensive Plan Amendment Related to Peltier Ponds.

Motion to adopt Resolution 26-05, Approving Comprehensive Plan Amendment Related to Peltier Ponds.

RESULT:	Failed [3-2] 4/5th Vote Required to Pass
MOVER:	Ruhland
SECONDER:	Rennaker
AYES:	Rafferty, Ruhland and Rennaker
NAYS:	Lyden and Nelson

The Community Development Director provided additional explanation on the requested Comprehensive Plan Amendment. He stated that the developer could bring the project back with similar density and building styles but would be required to meet the existing Comprehensive Plan requirements which would likely result in a less desirable streetscape and neighborhood design. As a result, he asked that the Council reconsider the request presented this evening.

Motion to reconsider Resolution 26-05, Approving Comprehensive Plan Amendment Related to Peltier Ponds.

RESULT:	CARRIED [4-1]
MOVER:	Nelson
SECONDER:	Ruhland
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	Lyden

Motion to adopt Resolution 26-05, Approving Comprehensive Plan Amendment Related to Peltier Ponds

RESULT:	CARRIED [4-1] 4/5th Vote Required
MOVER:	Nelson
SECONDER:	Ruhland
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	Lyden

- ii. Approval of 1st Reading of Ordinance No. 01-26 Rezoning Property from R, Rural to PUD, Planned Unit Development

Motion to Provide First Reading of Ordinance No. 01-26, Rezoning Property from R, Rural to PUD, Planned Unit Development.

RESULT:	CARRIED [4-1]
MOVER:	Ruhland
SECONDER:	Rennaker
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	Lyden

- iii. Approval of Resolution No. 26-06 for Opening Utility Staging Area and PUD Preliminary Plan/Preliminary Plat

Motion to adopt Resolution No. 26-06 for Opening Utility Staging Area and PUD Preliminary Plan/Preliminary Plat.

RESULT:	CARRIED [4-1]
MOVER:	Ruhland
SECONDER:	Rennaker
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	Lyden

- B. Resolution No. 26-20, Authorize the Preparation of Plans and Specs, 2026 Public Works Utility Extension Project.

Motion to adopt Resolution No. 26-20, Authorize the Preparation of Plans and Specs, 2026 Public Works Utility Extension Project.

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

8. UNFINISHED BUSINESS

No Report

9. NEW BUSINESS

No Report

10. NOTICES AND COMMUNICATIONS

A. Environmental Board Meeting on February 25th at 6:30 p.m. in the Council Chambers.

ADJOURNMENT

Mayor Rafferty adjourned the meeting at 7:15 p.m.

These minutes were approved at the City Council Meeting on March 9, 2026.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**Lino Lakes City Council
Work Session
Minutes**

DATE: March 2, 2026
TIME STARTED: 6:00 P.M.
TIME ENDED: 10:34 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty Councilmembers Lyden, Nelson, Ruhland and Rennaker
MEMBERS ABSENT: None

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, Human Resources & Communications Manager Meg Sawyer, Finance Director Tracy Thoma, Community Development Director Mike Grochala, City Planner Katie Larsen, Public Services Director Rick DeGardner, Chief of Police Curt Boehme, and Fire Chief Dan L’Allier.

1. Call to Order and Roll Call

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

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

The City Clerk requested to move Item #9, Anoka County Real-Time Crime Center and Flock, to immediately following Item #4, Review of Bond Issuance Process.

The agenda was adopted as amended.

3. Presentation of 2025 Polco National Community Survey Results

The Human Resources and Communications Manager introduced Sonya Wytinck with Polco.

Ms. Wytinck presented the results of the 2025 Lino Lakes community survey.

The City Council reviewed the survey methodology and results. They requested that the survey be posted to the website.

4. Review of Bond Issuance Process

Ehlers & Associates Representative Keith Dahl provided the City Council with an overview of the bonding process, in preparation for the issuance of bonds for the Otter Lake Road Project and Public Works Facility. He provided information on how the bonds would be structured and the payment plan. He will be at the March 23rd Regular Meeting to formally present the bond sales.

5. Anoka County Real-Time Crime Center and Flock

Anoka County Sheriff’s Office Lieutenant Mendoza presented information on the proposal that will be presented to the Anoka County Board for consideration. The City of Lino Lakes is part of the Anoka County Joint Law Enforcement Council and that entity will be asked to contribute to the cost of the system in future years. The system includes drones, license plate readers and other technology focused on public safety. The Council was generally in favor with clarification that privacy and management of the data be addressed. Mendoza outlined the data

management, access, oversight and data retention periods that would be put in place to address these concerns.

6. **Valvoline, Clearwater Commons, Auto Repair – Minor Conditional Use Permit (CUP)**

The City Planner reviewed the Valvoline Conditional Use Permit (CUP) application, noting that this application is required in order to have auto repair at the site. The Planning & Zoning Board held the public hearing on Feb. 11, 2026, and there were no public comments. This item will be presented at the March 9th City Council meeting for formal action.

7. **City Recreation Complex Land Development: Tower Park**

The Community Development Director reviewed the site. He stated that in 1999 the City acquired approximately 63 acres in the southeast quadrant of Birch Street and Centerville Road for future construction of a community recreation complex. While there has been some interest in this site, it has not seen the recreational development fully realized.

Council Consensus

It was the consensus of the City Council to direct the Community Development Director to investigate the feasibility of marketing a portion of the property for sale.

8. **North Oaks and White Bear Township JPA Updates**

The Community Development Director reported that Joint Powers Agreements (JPA) are being worked on between the City of Lino Lakes, City of North Oaks and White Bear Township to support the development of the North Oaks Company planned Wilkinson Waters Development in Lino Lakes. It is anticipated that the agreements will be presented at the March 23rd Lino Lakes City Council meeting for formal action.

9. **Ash Street and Centerville Road Roundabout Landscaping**

The Community Development Director reported that Anoka County is proposing the construction of a roundabout at the intersection of Ash Street and Centerville Road. This project is planned for construction in 2027. Anoka County's typical landscaping is a grass center island. The City would be responsible for any additional proposed landscaping features. The City Council identified that this is a gateway to the city.

Council Consensus

The City Council provided consensus direction to staff to design the landscaping similar to other key locations with a higher level of landscaping.

10. **2025 Street Reconstruction Project**

The Community Development Director reported that staff have been working with WSB and the City Attorney on a resolution agreement for proposed corrective action related to the 2025 Street Reconstruction project. This item will be brought back for formal approval at a future meeting.

11. **Fire Department, Paid On Call Firefighter Update**

The Fire Chief presented information on the percentage of calls that Paid-On-Call firefighters are required to make in accordance with the department policies. The number for Officers is 30%

and Paid-On-Call Firefighters is 20%. He reviewed the percentages for the past several months. He stated that this number is being tracked by the department, using a report generated as part of the countywide system.

12. City Administrator Update

The City Administrator reported that the Human Resources Department is working on the job posting for four Part-Time Fire Lieutenants with a planned start date of July 1, 2026. This is included in the 2026 budget.

The City Administrator reported that the City is working to finalize the reclassification of the Fire Lieutenant/Fire Inspector position title. This reclassification is intended to better reflect the administrative, command, and supervisory responsibilities of the role. Funding for the reclassification was approved as part of the 2026 budget.

13. Adjournment

Mayor Rafferty adjourned the meeting at 10:34 p.m.

These minutes were approved at the regular Council Meeting on March 9, 2026.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

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

STAFF ORIGINATOR: Roberta Colotti, City Clerk

MEETING DATE March 9, 2026

AGENDA ITEM: Resolution 26-01, Establishing Precinct Polling Locations for the City of Lino Lakes

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City of Lino Lakes designated polling locations for 2026 in accordance with Minnesota Statute 204 B.16, subd. 1. The building identified for Precinct #1, by Resolution No. 25-169, adopted on December 8, 2025, has been determined to be unusable due to planned reconstruction. An alternative site is proposed for Precinct #1 that meets all requirements to host a polling site.

BACKGROUND

2026 Election Dates

In 2026, the City will be administering the August 11th State Primary Election and November 3rd General Election.

Polling Locations

- ~~Precinct #1 — Lino Lakes PW Bldg./Senior Center, 1189 Main Street~~
Precinct #1 — North Springs Church, 7868 Lake Drive
- Precinct #2 — Lino Lakes Fire Station #1, 7741 Lake Drive
- Precinct #3 — St. Joseph Catholic Church, 171 Elm Street
- Precinct #4 — City Hall, 600 Town Center Parkway
- Precinct #5 — Rice Creek Covenant Church, 125 Ash Street
- Precinct #6 — Lino Lakes Fire Station #2, 1710 Birch Street
- Precinct #7 — Living Water Lutheran Church, 865 Birch Street

Notice will be mailed to all voters within Precinct #1 with the updated polling site location information. The Secretary of State website also provides a link to polling location information by address for all Lino Lakes voters.

RECOMMENDATION

Motion to approve Resolution 26-01, Establishing Precinct Polling Locations for the City of Lino Lakes.

ATTACHMENTS

1. 26-01 - Resolution - Polling Locations 2026

**CITY OF LINO LAKES
RESOLUTION NO. 26-01**

**ESTABLISHING PRECINCT POLLING
LOCATIONS FOR THE CITY OF LINO LAKES**

WHEREAS, The City of Lino Lakes designated polling locations for 2026 in accordance with Minnesota Statute 204 B.16, subd. 1; and

WHEREAS, the building identified by Resolution No. 25-169, to be used for Precinct #1, has been determined to be unusable due to planned reconstruction.

WHEREAS, an alternative site is proposed for Precinct #1 that meets all requirements to host a polling site.

NOW, THEREFORE, BE IT RESOLVED by The City Council of The City of Lino Lakes that the following polling locations are designated for use in calendar year 2026 and future years until this resolution is superseded:

- ~~Precinct #1 – Lino Lakes PW Bldg./Senior Center, 1189 Main Street~~
Precinct #1 - North Springs Church, 7868 Lake Drive
- Precinct #2 - Lino Lakes Fire Station #1, 7741 Lake Drive
- Precinct #3 - St. Joseph Catholic Church, 171 Elm Street
- Precinct #4 - City Hall, 600 Town Center Parkway
- Precinct #5 - Rice Creek Covenant Church, 125 Ash Street
- Precinct #6 - Lino Lakes Fire Station #2, 1710 Birch Street
- Precinct #7 - Living Water Lutheran Church, 865 Birch Street

Adopted by the City Council of the City of Lino Lakes this 9th day of March, 2026.

Rob Rafferty, Mayor

Attest:

Roberta Colotti, CMC
City Clerk

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

STAFF ORIGINATOR: Roberta Colotti, City Clerk

MEETING DATE March 9, 2026

AGENDA ITEM: Approval of Resolution No. 26-25, Approving a Tobacco License for Three Stores, LLC

VOTE REQUIRED: Simple Majority

INTRODUCTION

Three Stores, LLC (DBA Snak Attack #102), has submitted a tobacco license application for the site located at 7997 Lake Drive, Lino Lakes, MN.

BACKGROUND

The site is currently owned by Lino Lakes Property, Inc. (DBA Corner Express). The buyer, Three Stores, LLC (DBA Snak Attack #102) will be required to meet all conditions of the license prior to issuance of the tobacco license.

RECOMMENDATION

Motion to Adopt Resolution No. 26-25, Approving a Tobacco License for Three Stores, LLC.

ATTACHMENTS

1. 26-25- Resolution - Tobacco License - Three Stores LLC

**CITY OF LINO LAKES
RESOLUTION NO. 26-25**

APPROVING A TOBACCO LICENSE FOR THREE STORES, LLC

WHEREAS, Three Stores, LLC (DBA Snak Attack #102) has submitted a tobacco license application for the site located at 7997 Lake Drive, Lino Lakes, MN; and,

WHEREAS, the applicant will be required to pass a background check completed by the Lino Lakes Police Department, make payment of all fees and complete any required city and state application forms as a condition of license approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota, that the City hereby approves the issuance of a tobacco license to Three Stores, LLC, with said approval contingent upon the applicant meeting and maintaining all requirements for said license, including but not limited to a successful background check, and payment of all license fees.

Adopted by the City Council of the City of Lino Lakes this 9th day of March 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC
City Clerk

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE March 9, 2026

AGENDA ITEM: 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
Maverick	Yang	Lifeguard
Andrew	Turi	Lifeguard
Breanna	Churchill	Guest Services Representative
Matthew	McManus	Guest Services Representative
Max	Taylor	Guest Services Representative
Elisa	Samudio Dorn	Aquatics Lead
Peyton	Trojanowski	Lifeguard

Start dates vary based on position and training schedule.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Curt Boehme , Chief of Police

MEETING DATE March 9, 2026

AGENDA ITEM: Resolution 26-24, Adopting the Anoka County 2025 Hazard Mitigation Plan

VOTE REQUIRED: Simple Majority

INTRODUCTION

In 2003, the City Council approved the City's participation in the Anoka County Hazard Mitigation Plan (HMP) process. This led to the Federal Emergency Management Agency's (FEMA) approval of the county-wide plan in 2007 and again in 2019. As a standard, the plan must be regularly reviewed, updated, and re-approved. Anoka County is now seeking adoption of the updated Anoka County 2025 HMP by the City of Lino Lakes.

BACKGROUND

The City of Lino Lakes works with other cities in Anoka County, as well as the county itself, to address needs that arise when disasters occur. In 2003, the City passed a resolution entering into a Hazard Mitigation Planning process with Anoka County. In 2007, a HMP was officially approved, and it was updated and approved again in 2019. The purpose of the HMP is to:

- Involve members of the county, cities, townships, the public, private partners, and other agencies in drafting and adopting an action plan that serves as a blueprint for future development and preparedness activities across the county.
- Identify the possible risks and hazards that may affect Anoka County through a systematic hazard identification and risk assessment process.
- Prioritize loss reduction and emergency preparedness activities for disasters.
- Determine areas within Anoka County that may be vulnerable to various hazards.
- Develop strategies and best practices to avoid and mitigate the impact of hazards.

FEMA requires each of the participating cities to re-approve their involvement in the HMP for a city to receive federal disaster assistance. By adopting the Anoka County 2025 HMP we will have met this federal requirement. Adoption is also necessary for the City to remain eligible for various FEMA grants that may become available for mitigation projects.

Approval to participate in the ongoing plan does not restrict the City from developing its own independent plan, nor does it prevent the City from applying for grants independently of other Anoka County government entities. Approval of the plan provides a framework for defining strategies and resources to address the effects of a disaster, and it is drafted with the agencies and personnel the City would most likely rely on if a disaster were to occur in Lino Lakes.

Anoka County has received FEMA “Approval Pending Adoption” of the updated Anoka County Hazard Mitigation Plan. The Anoka County Board of Commissioners have signed off and approved the plan and are now seeking adoption of the updated plan by all cities within Anoka County. The 2025 HMP can be reviewed here:

https://maps.umn.edu/hmp_hub/anoka/AnokaCountyHMP2025.pdf

RECOMMENDATION

Staff recommend approval of Resolution 26-24 adopting the Anoka County 2025 Hazard Mitigation Plan.

ATTACHMENTS

1. 26-24 - Resolution - Adopting Anoka County Hazard Mitigation Plan

**CITY OF LINO LAKES
RESOLUTION NO. 26-24**

CITY OF LINO LAKES, MINNESOTA

**RESOLUTION TO ADOPT THE 2025 ANOKA COUNTY
HAZARD MITIGATION PLAN**

WHEREAS, the City of Lino Lakes recognizes the threat of natural hazards to people and property within the City of Lino Lakes; and

WHEREAS, the City of Lino Lakes has participated in the development of the 2025 Anoka County Hazard Mitigation Plan in accordance with Federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2025 Anoka County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property within the City of Lino Lakes from the impacts of future hazards and disasters; and

WHEREAS, by adoption the City of Lino Lakes demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Anoka County Hazard Mitigation Plan; and

WHEREAS, approval of the 2025 Anoka County Hazard Mitigation Plan by the Federal Emergency Management Agency (FEMA) will make Anoka County and participating jurisdictions eligible to apply for FEMA Hazard Mitigation Assistance grants.

NOW THEREFORE BE IT RESOLVED that the City of Lino Lakes supports the hazard mitigation planning effort and wishes to adopt the 2025 Anoka County Hazard Mitigation Plan.

Adopted by the City Council of the City of Lino Lakes this 9th day of March, 2026.

Rob Rafferty, Mayor

Attest:

Roberta Colotti, CMC
City Clerk

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

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: March 9, 2026

TOPIC: Valvoline (Clearwater Commons)

- i. Resolution No. 26-21 Approving Auto Repair-Minor Conditional Use Permit
- ii. Resolution No. 26-22 Approving Site Improvement Performance Agreement

VOTE REQUIRED: Simple Majority

INTRODUCTION

The applicant, Valvoline Instant Oil Change Facility, is proposing to construct a Valvoline Instant Oil Change Facility. The property address is 7104 21st Avenue North.

Tentative Review Schedule:

Complete Application Date:	January 14, 2026
60-Day Deadline:	March 15, 2026
Environmental Board Meeting:	January 28, 2026
Park Board Meeting:	N/A
Planning & Zoning Board Meeting:	February 11, 2026
City Council Work Session:	March 2, 2026
City Council Meeting:	March 9, 2026

BACKGROUND

The Land Use Application is for the following:

- Conditional Use Permit
 - Auto repair-major and minor for fast oil change facility
- Site & Building Plan Review

This staff report is based on the following submittals:

- Site Development Plan prepared by CESO dated January 12, 2026
- Color Building Elevations dated January 12, 2026

ANALYSIS

History

The site is legally described as Lot 3, Block 1, Clearwater Commons. In June 2025, the City approved the preliminary plat for this 3 lot commercial subdivision. The final plat was approved in September 2025. Site grading, utilities, stormwater management, private street, traffic study, wetlands, AUAR, etc. were reviewed for all 3 lots. Site and building plan review for Chipotle was also completed for Lot 1 in conjunction with the preliminary plat.

This land use application is for conditional use permit and site & building plan review specifically for Lot 3 and the proposed Valvoline facility.

Existing Site Conditions

The lot is 0.64 acres and is an existing agricultural, relatively flat property.

Zoning and Land Use

The site is zoned GB, General Business and is guided commercial per the City's 2040 Comprehensive Plan. A conditional use permit (CUP) is required for auto repair-major and minor for a fast oil change facility.

Current Zoning	GB, General Business
Existing Land Use	Vacant Commercial
Future Land Use per 2040 Comp Plan	Commercial
Utility Staging Area	1A=2018-2025

Similar to the Valvoline (Java Lino Lakes), staff recommends the conditional use permit 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.

The conditional use permit findings will be discussed later in this report.

Surrounding Zoning and Land Use

Direction	Zoning	Existing Land Use	Future Land Use
North	GB, General Business	Vacant Commercial	Commercial
South	GB, General Business	Commercial	Commercial
East	GB, General Business	Vacant Commercial	Commercial
West	City of Centerville	City of Centerville	City of Centerville

Site and Building Plan Review

The attached Site and Building Plan Review Worksheet was completed to determine zoning code compliance regarding lot sizes, setbacks, architecture, lighting and off-street parking. In general, the proposed development is compliant with minor revisions as noted.

Site Plan

The building will be located on Lot 3, Block 1, Clearwater Commons. The lot area is 27,878 sf (0.64 acres). The site is accessed from the private street along the north of the lot.

Eight (8) parking spaces are required and nine (9) are provided.

Drive-through service facilities are accessory uses. Per City Code Section 1007.132(7):

(c) Drive-through service facilities:

1. At least 120 feet of segregated passenger motor vehicle stacking must be provided for the single service lane. Where multiple service lanes are provided, the minimum passenger motor vehicle stacking may be reduced to 60 feet per lane.

Sixty (60) feet of multiple service lane stacking is provided.

2. The stacking lane and its access must be designed to control traffic in a manner to protect the buildings and will not interfere with on-site traffic circulation or access to the required parking space.

Traffic is controlled and will not interfere with on-site traffic circulation or access.

3. No part of the public street or boulevard may be used for stacking of passenger motor vehicles or motorcycles.

No public street or boulevard are used for stacking.

4. The stacking lane, order board intercom, and window placement shall be designed and located in such a manner as to minimize glare to adjacent premises, particularly residential premises, and to maximize maneuverability of vehicles on the site.

The stacking lanes are designed and located to minimize glare to adjacent premises. There are no nearby residential premises. There are no order board and windows on site. Maneuverability of vehicles is maximized.

5. The drive-through window and its stacking lanes shall be screened from view of adjoining residential zoning districts and public street rights-of-way.

There is no drive-through window. There is no adjoining residential zoning districts. Stacking lanes are screened from Main Street by the building.

6. A lighting and photometric plan will be required that illustrates the drive-through service lane lighting and shall comply with § [1007.046](#).

A photometric plan has been submitted; however, revisions are required to determine compliance.

Architectural Plans and Exterior Building Materials

The building footprint is approximately 1,462 sf and has 2 service bays, office space, and a restroom.

Exterior materials include EIFS, 2 different colors of brick, and glass. Colors are browns, tans, and beige. The exterior materials, colors, and percentages are compliant with performance standards.

The building height is 24ft which is less than that maximum 45 ft allowed.

The trash enclosure is made of split face cmu painted brown and sand to compliment the building.

Rooftop mechanical equipment shall be screened by the parapets.

Grading Plan and Stormwater Management

Per the City Engineer Memo dated February 4, 2026:

Stormwater management for the Valvoline site was included with the overall Clearwater Commons development and consists of collecting stormwater runoff with several catch basins and conveying it to an underground BMP on the west side of the site through an existing stub. The proposed site meets these requirements.

Public Utilities

The site will be municipally served by an 8" sanitary sewer main and 8" watermain located along the private street.

Tree Preservation, Mitigation Standards and Landscaping

Per the January 28, 2026 Environmental Board staff report:

Tree Preservation

A resource inventory was completed for the project showing 10 trees proposed for impacts. Nine of the trees are poplar and 1 willow that would be considered significant trees.

3 trees are to be removed from this site and are within the basic use area.

Landscaping

Landscaping will be required for each lot as it develops and will be required to meet all city requirements. Currently trees are being planted along the private street for screening.

Canopy cover standards are required to mitigate the effects of hardscape by establishing tree canopy cover. The required minimum canopy coverage is 40%. The site is comprised of 11,621 SF of impervious at 40% requires 4,649 SF of coverage. Eight trees are being proposed within the vehicular hardscape area to provide 4,800 SF.

Foundation landscape zone 6 large shrubs and two large trees are required per 100 LF of building. The site includes 157 LF, 2 large trees are being proposed along with 10 large shrubs. One additional large tree should be proposed to meet requirements.

Open area landscape is required to provide 1 large tree and two large shrubs per 2,500 SF of open space. Open area on site is 9,410SF/2500=3.76 or 4 large trees and 8 shrubs. They are proposing to meet the requirements.

Buffer and screening between vehicle hardscape and public right of way. Minimum height screening of 30" to be provided for Main Street and SR 30E. All planting screens require at a minimum a double row of plants with triangulated spacing (See illustration). Planting plans shall include species which are sized to appropriately screen visibility within five years of planting. Small shrubs shall be planted at a maximum interval of three feet on center; medium shrubs shall be planted at a maximum interval of four feet on center; and large shrubs shall be planted at a maximum interval of six feet on center unless; otherwise authorized by the City.

Signage

A separate Sign Permit Application with detailed sign information is required for any permanent or temporary signage.

Impervious Surface Coverage

The allowed maximum impervious surface coverage per lot in the GB, General Business District is 75%. The proposed impervious surface is 58% and is compliant.

Traffic Study

The traffic study for the three (3) lot Clearwater Commons commercial subdivision details compliance with City requirements. The proposed Valvoline is consistent with the study.

EQB Environmental Review

The site is within the 2005 I-35E Corridor AUAR environmental review boundary. The AUAR was updated in July 2025. The AUAR identifies this site as commercial in the land use scenarios. The proposed Valvoline is consistent with commercial development. No further environmental assessment is required.

Wetlands

There are no wetlands on site.

Shoreland District

The site 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 comments are attached.
- Police Department reviewed the site and building plan and had no concerns.
- Fire Department reviewed the site and building plan and had no concerns.
- City Engineer comments are attached.
- Environmental Coordinator comments are attached.
- Planning & Zoning Board held a public hearing on February 11, 2026. There were no public comments. The Board recommended approval of the conditional use permit.

Agreements

Stormwater Maintenance Agreement

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

Development Agreement

A Development Agreement is not required because this is an existing lot of record, not a subdivision.

Site Improvement Performance Agreement

A Site Improvement Performance Agreement shall be executed prior to construction.

Comprehensive Plan

The Valvoline project is 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 Valvoline project is consistent with commercial land use.

Housing Plan

The goals and policies of the Housing Plan are not negatively impacted by the Valvoline project.

Economic Development

The Valvoline project 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. 21st Avenue North is a minor collector City road. The exiting road system can accommodate the traffic generated by the Valvoline project.

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 Clearwater Commons development and Valvoline project 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 Valvoline project 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 Valvoline project 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 collected cash in lieu of land dedication with the Clearwater Commons final plat.

Findings of Fact

The findings of fact are detailed in the attached resolution.

RECOMMENDATION

Staff and Planning & Zoning Board recommend approval of the Valvoline (Clearwater Commons) conditional use permit with conditions as detailed in Resolution No. 26-21.

ATTACHMENTS

1. Site Location & Aerial Map
2. Site Development Plan
3. Color Building Elevations
4. Site and Building Plan Review Worksheet
5. City Engineer Memo dated February 4, 2026
6. Environmental Memo dated February 2, 2026
7. Anoka County Highway Department Letter dated February 3, 2026
8. Resolution No. 26-21 Approving Conditional Use Permit
9. Resolution No. 26-22 Approving Site Improvement Performance Agreement

10. Site Improvement Performance Agreement

Site Location and Aerial Map



1 in = 200 Ft

Address Labels

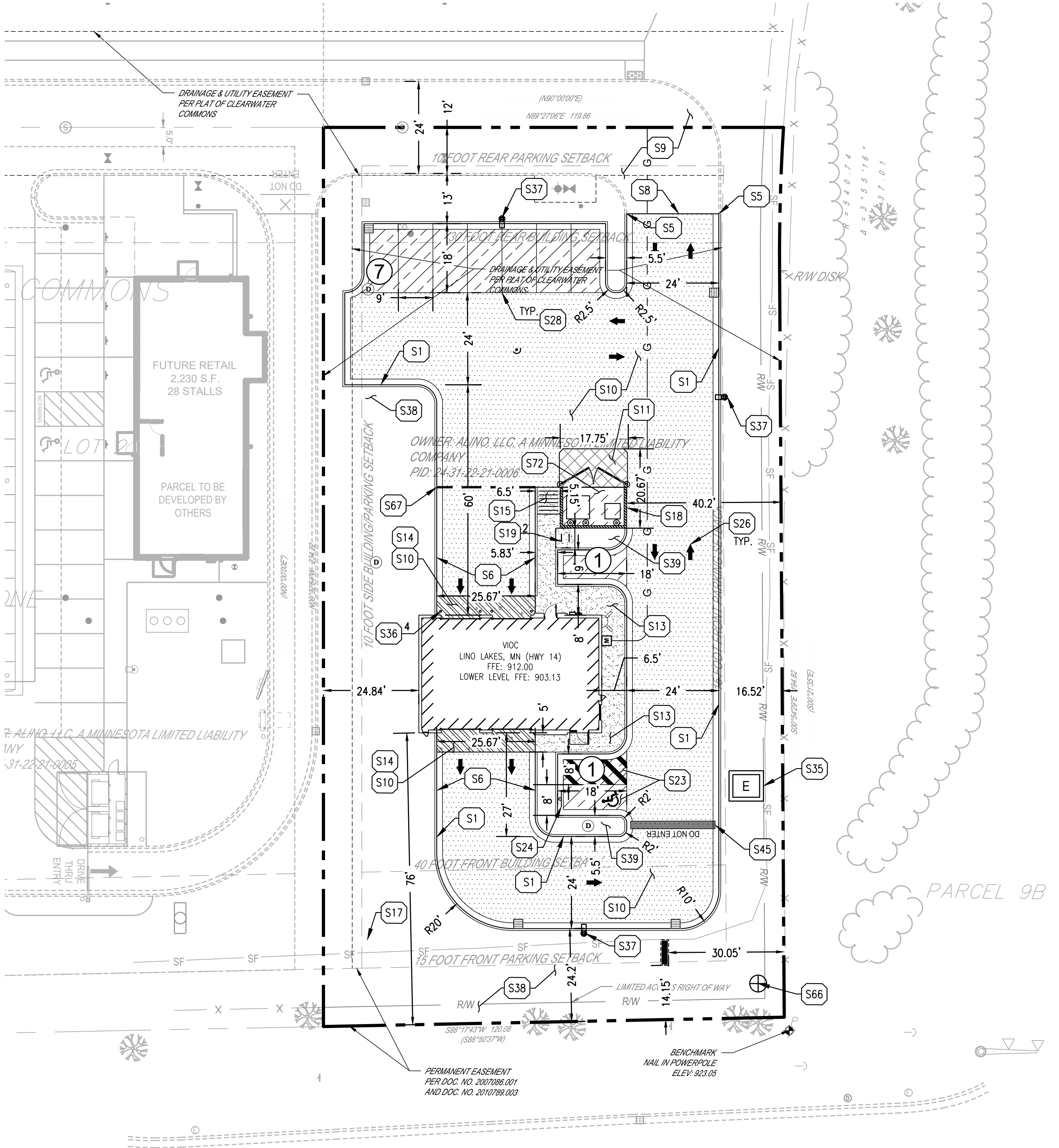
Parcels



Drawing Name: C:\Users\cesoc\OneDrive\Documents\Projects\767414\767414.dwg User: cesoc Date: 01/07/2025 Time: 10:00:00 Plot Date: 01/07/2025 Time: 10:00:00 Plotter: HP DesignJet T1100e Plot Size: 36x48 inches Plot Scale: 1 inch = 20 feet Plot Orientation: Landscape Plot Status: Success



FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: MINNESOTA UTILITIES PROTECTION SERVICE AT 811 OR 800-252-1166 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF STATE UTILITIES PROTECTION SERVICE



MAIN STREET (C.S.A.H. NO. 14)
RIGHT OF WAY PLAT NO. 75
ANOKA COUNTY HIGHWAY®

GENERAL SITE NOTES:

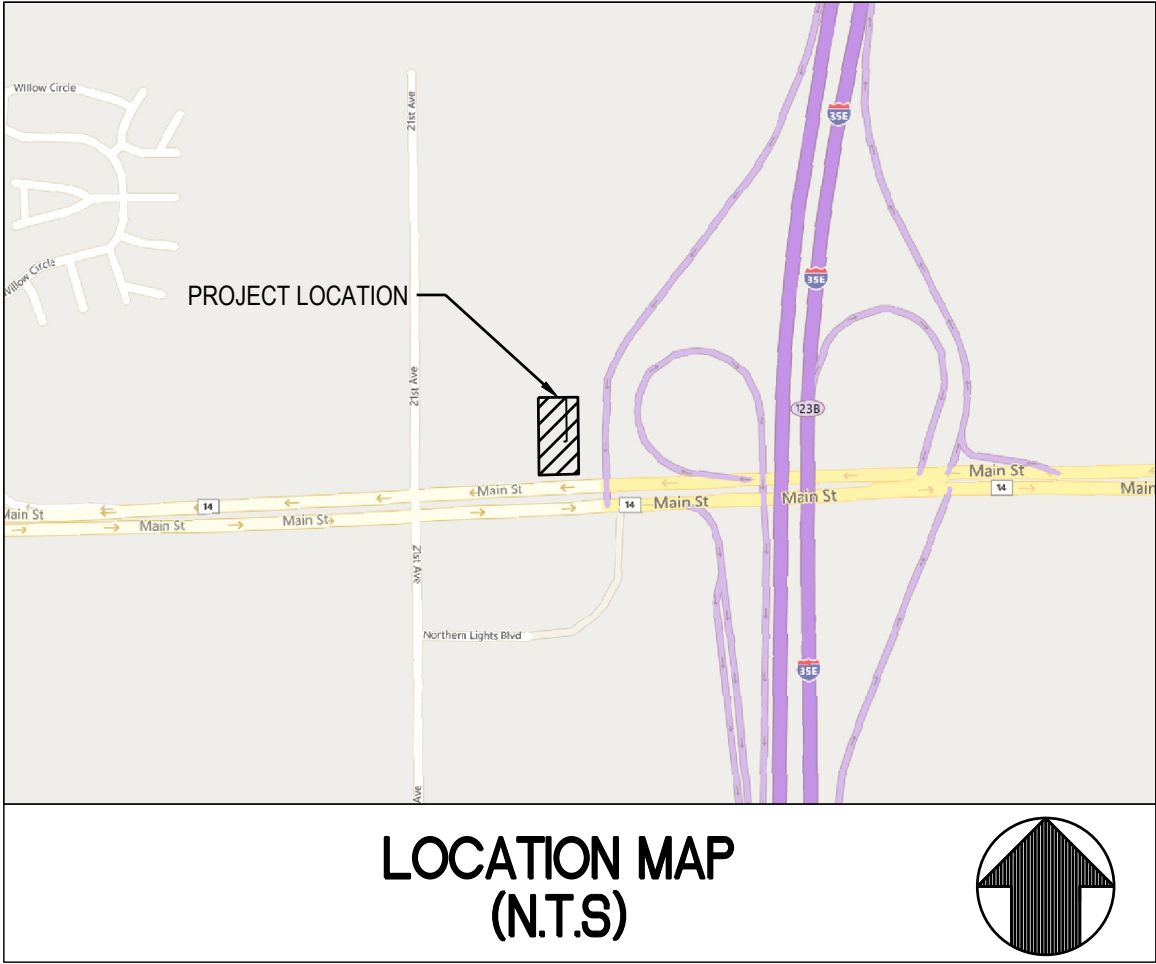
- CONTRACTOR MUST SECURE ALL NECESSARY PERMITS PRIOR TO STARTING WORK.
- IF THE CONTRACTOR, IN THE COURSE OF THE WORK, FINDS ANY DISCREPANCIES BETWEEN THE PLANS AND THE PHYSICAL CONDITIONS OF THE LOCALITY, OR ANY ERRORS OR OMISSIONS IN THE PLANS OR IN THE LAYOUT AS GIVEN BY THE ENGINEER, IT SHALL BE HIS DUTY TO IMMEDIATELY INFORM THE ENGINEER, IN WRITING, AND THE ENGINEER WILL PROMPTLY VERIFY THE SAME. ANY WORK DONE AFTER SUCH A DISCOVERY, UNTIL AUTHORIZED, WILL BE AT THE CONTRACTOR'S RISK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS, AND DIMENSIONS SHOWN HEREON BEFORE BEGINNING CONSTRUCTION.
- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE TO THE STATE AND LOCAL GOVERNMENT AGENCY'S LATEST CONSTRUCTION SPECIFICATIONS AND DETAILS.
- ALL HANDICAP SITE FEATURES SHALL BE CONSTRUCTED TO MEET ALL FEDERAL, STATE AND LOCAL CODE.
- NOTIFY THE CITY INSPECTOR TWENTY-FOUR (24) HOURS BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
- THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, REFERENCE POINTS, AND STAKES.
- ARCHITECTURAL PLANS ARE TO BE USED FOR BUILDING STAKE OUT.
- ALL DIMENSIONS ARE FROM FACE OF BUILDING, CURB, AND WALL UNLESS OTHERWISE SPECIFIED ON PLANS.
- CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC SHALL BE PROTECTED FROM INJURY, AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
- CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE CONTRACT LIMITS DUE TO CONSTRUCTION OPERATION.
- ALL STREET SURFACES, DRIVEWAYS, CULVERTS, CURB AND GUTTERS, ROADSIDE DRAINAGE DITCHES AND OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED IN ACCORDANCE WITH THE SPECIFICATIONS.
- ALL ROAD WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STATE AND LOCAL GOVERNMENT AGENCY SPECIFICATIONS.
- STANDARD/HEAVY DUTY PAVEMENT AND CONCRETE SECTIONS SHALL FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT PREPARED BY AMERICAN ENGINEERING TESTING, DATED JULY 29, 2024
- ALL CURB RADII SHALL BE 5' UNLESS OTHERWISE NOTED ON THE PLANS.
- LOWER LEVEL EXCAVATION REQUIRED TO BE COMPLETED BY CONTRACTOR.

SITE KEY NOTES

- S1 CURB AND GUTTER PER VIOC STANDARDS. REFER TO DETAIL ON C-7.0.
S5 TAPER CURB TO MATCH EXISTING.
S6 TAPER CURB FROM 6" TO 0" OVER 10'. REFER TO DETAIL ON C-7.0.
S8 MATCH EXISTING PAVEMENT ELEVATION.
S9 EXISTING PAVEMENT TO REMAIN.
S10 ASPHALT/CONCRETE PAVING (PER PAVING PLAN)
S11 HEAVY DUTY CONCRETE APRON OUTSIDE TRASH ENCLOSURE (PER PAVING PLAN)
S13 CONCRETE SIDEWALK. REFER TO DETAIL ON C-7.0.
S14 CONCRETE SEALER BY SIKKA: SIKKAGARD H 1001 (3 COATS)
S15 SIDEWALK RAMP @ 8.33% MAX. REFER TO DETAIL ON C-7.0.
S17 MONUMENT / PYLON SIGN (PER ARCH. PLANS)
S18 DUMPSTER ENCLOSURE (PER ARCH. PLANS)
S19 BICYCLE RACK. REFER TO NOTE FOR NUMBER. REFER TO DETAIL ON C-7.0.
S23 ADA ACCESSIBLE PARKING SPACE AND AISLE STRIPING & SYMBOL OF ACCESSIBILITY (TYPICAL-PER ADA AND LOCAL REQUIREMENTS). REFER TO DETAIL ON C-7.0.
S24 ACCESSIBLE PARKING SIGN (TYPICAL-PER ADA AND LOCAL REQUIREMENTS)
VAN ACCESSIBLE PARKING SIGN (TYPICAL-PER ADA AND LOCAL REQUIREMENTS). REFER TO DETAIL ON C-7.0.
S26 DIRECTIONAL TRAFFIC ARROW (PER LOCAL CODES) REFER TO DETAIL ON C-7.0.
S28 PARKING STALL STRIPING (PER LOCAL CODES)
S35 TRANSFORMER PAD LOCATION (SEE UTILITY PLAN)
S36 BOLLARD (SEE NOTE FOR NUMBER) REFER TO DETAIL ON C-7.0.
S37 LIGHT POLE (TYPICAL-PER LIGHTING PLAN)
S38 LANDSCAPE AREA (PER LANDSCAPE PLAN)
S39 LANDSCAPE ISLAND (PER LANDSCAPE PLAN)
S45 "DO NOT ENTER" PAVEMENT MARKING. REFER TO DETAIL ON C-7.0.
S66 CONSTRUCTION CAMERA POST PER STD C-7.0.
S67 SERVICE BELL HOSE. (PER ARCH PLANS).
S72 TRASH ENCLOSURE CONCRETE PAD (PER ARCH. PLANS)

SITE DATA SUMMARY:

VALVOLINE TRACT:	0.638 ACRES/ 27,821 SF
ZONING	GB - GENERAL BUSINESS DISTRICT
BUILDING	1,462 SF
FAR:	1:10.4
LOT COVERAGE:	5.26% (1,462 SF)
PARKING REQUIRED:	8 (1 ACCESS. PARKING SPACES)
PARKING PROVIDED:	9 (1 ACCESS. PARKING SPACES)
PERVIOUS COVER:	11,778 SF
IMPERVIOUS COVER:	16,043 SF
REQUIRED BICYCLE PARKING	N/A
PROVIDED BICYCLE PARKING	2



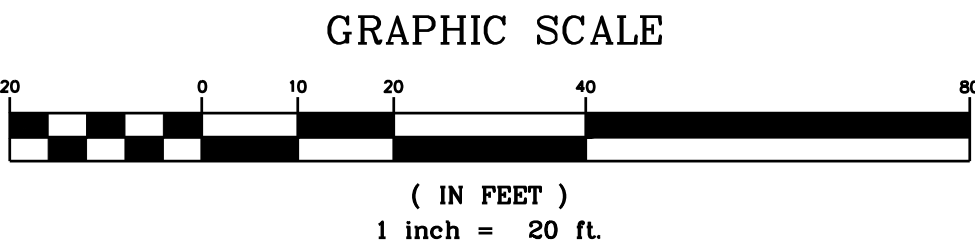
EXISTING LEGEND:

- RW — RIGHT OF WAY
— — — — — PROPERTY LINE
— — — — — PROPERTY BOUNDARY
— — — — — EASEMENT
— — — — — CURB
— — — — — EDGE OF PAVEMENT
— — — — — EDGE OF WALK
— — — — — PAVEMENT MARKINGS
— GAS — GAS — GAS LINE
— SF — SF — SILT FENCE
— W — W — WATER LINE
— E — E — UNDERGROUND ELECTRIC
— T — T — UNDERGROUND TELE
— OHL — OHL — OVERHEAD LINE
— SAN — SAN — SANITARY SEWER
— — — — — 100 — 100 — MAJOR CONTOURS
— — — — — 100 — 100 — MINOR CONTOURS

- ⊕ WATER METER
⊕ WATER VALVE
⊕ POWER/TELE POLE
⊕ POWER POLE
⊕ AIR CONDITIONER
⊕ ELECTRIC BOX
⊕ LIGHT POLE
⊕ GAS VALVE
⊕ GAS METER
⊕ STORM CATCH BASIN
⊕ STORM INLET BASIN
⊕ STORM MANHOLE
⊕ STORM CLEANOUT
⊕ SANITARY MANHOLE
⊕ SANITARY CLEANOUT
⊕ TRAFFIC MANHOLE
⊕ SIGN
⊕ TELEPHONE POLE

PROPOSED LEGEND:

- — — — — PROPERTY LINE
— — — — — PROPOSED CURB
— — — — — PROPOSED CURB & GUTTER
— — — — — PROPOSED FENCE
⊕ PROPOSED SITE LIGHT, SEE PHOTOMETRIC PLAN
⊕ PROPOSED DRAINAGE STRUCTURES (SEE GRADING/DRAINAGE PLANS)
⊕ PROPOSED PARKING SPACES
— — — — — PROPOSED RETAINING WALL
— — — — — PROPOSED EASEMENT LINE
— — — — — PROPOSED SAW CUT
⊕ PROPOSED SITE CONSTRUCTION CAMERA PER STD C-7.0
⊕ PROPOSED DRIVEWAY ASPHALT PAVEMENT. REFER TO PAVING PLAN
⊕ PROPOSED ASPHALT PARKING LOT PAVEMENT. REFER TO PAVING PLAN
⊕ PROPOSED STANDARD DUTY CONCRETE PAVEMENT. REFER TO PAVING PLAN.
⊕ PROPOSED CONCRETE SIDEWALK PAVEMENT. REFER TO PAVING PLAN.
⊕ PROPOSED HEAVY DUTY CONCRETE APRON OUTSIDE TRASH ENCLOSURE. REFER TO PAVING PLAN.
⊕ PROPOSED BLACK CONCRETE SEALER.
⊕ PROPOSED TRASH ENCLOSURE CONCRETE PAD. REFER TO ARCH PLANS.



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01/12/2026	PERMIT SET

PROFESSIONAL SEAL

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.

Print Name: Jeffrey Alan Tibbitts
Signature: _____
Date: _____ Registration No. 42586

PROFESSIONAL LICENSE NO: 42586

PROFESSIONAL IN CHARGE
JEFFREY ALAN TIBBITTS
PROJECT MANAGER
EW

QUALITY CONTROL
JS

DRAWN BY
JSM

PROJECT NAME



VALVOLINE
INSTANT OIL CHANGE

LINO LAKES, MN
HWY 14

PROJECT NUMBER
767414

SHEET NAME

SITE PLAN

SHEET #

C-1.0



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LINO LAKES, MN
HWY 14

PROJECT NUMBER
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SHEET NAME

PAVING PLAN

SHEET #

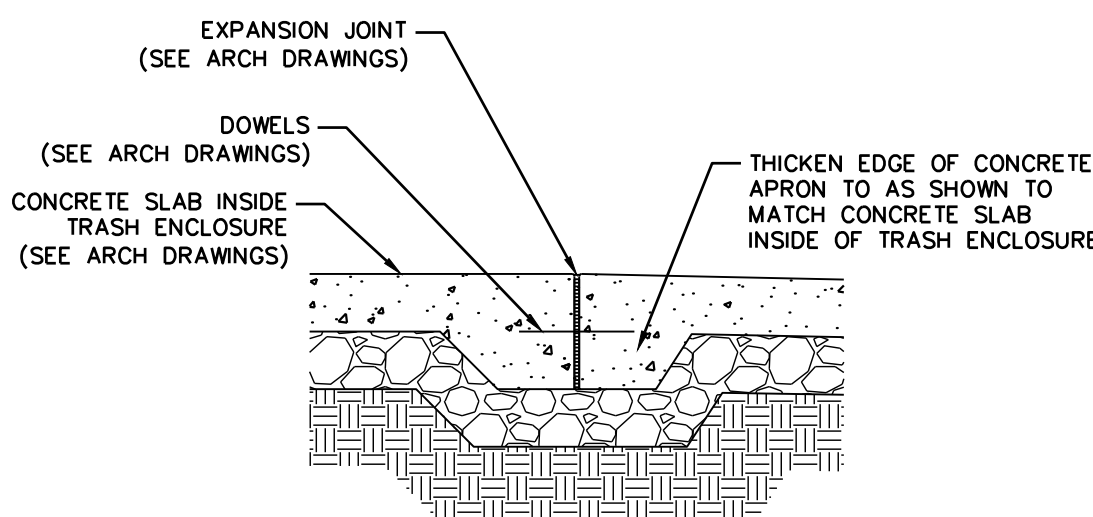
C-2.0

GENERAL PAVING NOTES:

- CONTRACTOR MUST SECURE ALL NECESSARY PERMITS PRIOR TO STARTING WORK.
- IF THE CONTRACTOR, IN THE COURSE OF THE WORK, FINDS ANY DISCREPANCIES BETWEEN THE PLANS AND THE PHYSICAL CONDITIONS OF THE LOCALITY, OR ANY ERRORS OR OMISSIONS IN THE PLANS OR IN THE LAYOUT AS GIVEN BY THE ENGINEER, IT SHALL BE HIS DUTY TO IMMEDIATELY INFORM THE ENGINEER, IN WRITING, AND THE ENGINEER WILL PROMPTLY VERIFY THE SAME. ANY WORK DONE AFTER SUCH A DISCOVERY, UNTIL AUTHORIZED, WILL BE AT THE CONTRACTOR'S RISK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS, EASEMENTS, AND DIMENSIONS SHOWN HEREON BEFORE BEGINNING CONSTRUCTION.
- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE TO THE STATE AND LOCAL GOVERNMENT AGENCY LATEST CONSTRUCTION SPECIFICATIONS AND DETAILS.
- ALL HANDICAP SITE FEATURES SHALL BE CONSTRUCTED TO MEET ALL FEDERAL, STATE AND LOCAL CODE.
- NOTIFY THE COUNTY INSPECTOR TWENTY-FOUR (24) HOURS BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
- THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, REFERENCE POINTS, AND STAKES.
- ARCHITECTURAL PLANS ARE TO BE USED FOR BUILDING STAKE OUT.
- ALL DIMENSIONS ARE FROM FACE OF BUILDING, CURB, AND WALL UNLESS OTHERWISE SPECIFIED ON PLANS.
- CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC SHALL BE PROTECTED FROM INJURY, AND ADJOINING PROPERTY PROTECTED FROM DAMAGE.
- CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING ITEM AND/OR MATERIAL INSIDE OR OUTSIDE CONTRACT LIMITS DUE TO CONSTRUCTION OPERATION.
- ALL STREET SURFACES, DRIVEWAYS, CULVERTS, CURB AND GUTTERS, ROADSIDE DRAINAGE DITCHES AND OTHER STRUCTURES THAT ARE DISTURBED OR DAMAGED IN ANY MANNER AS A RESULT OF CONSTRUCTION SHALL BE REPLACED OR REPAIRED IN ACCORDANCE WITH THE SPECIFICATIONS.
- ALL ROAD WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STATE AND LOCAL GOVERNMENT AGENCY SPECIFICATIONS.
- STANDARD/HEAVY DUTY PAVEMENT AND CONCRETE SECTIONS SHALL FOLLOW THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT PREPARED BY AMERICAN ENGINEERING TESTING DATED JULY 29, 2024, AND SHOWN ON THIS SHEET.

PAVING KEY NOTES

- | | |
|-----|---|
| P1 | MATCH EXISTING PAVEMENT ELEVATION |
| P2 | EXISTING PAVEMENT TO REMAIN |
| P3 | CONCRETE SIDEWALK (PER VIOC STD ON C-7.0) |
| P6 | DRIVEWAY ASPHALT PAVING (SEE PAVING DETAIL) |
| P7 | PARKING LOT ASPHALT PAVING (SEE PAVING DETAIL) |
| P8 | STANDARD DUTY CONCRETE PAVING (SEE PAVING DETAIL) |
| P10 | HEAVY DUTY CONCRETE APRON OUTSIDE TRASH ENCLOSURE (PER PAVING DETAIL) |
| P15 | CONCRETE SEALER BY SIKA: SIKAGARD H 1001 (3 COATS) |
| P17 | TRASH ENCLOSURE CONCRETE PAD (SEE ARCH. PLANS) |



TRASH ENCLOSURE PAD AND
APRON TRANSITION DETAIL
N.T.S.

EXISTING LEGEND:

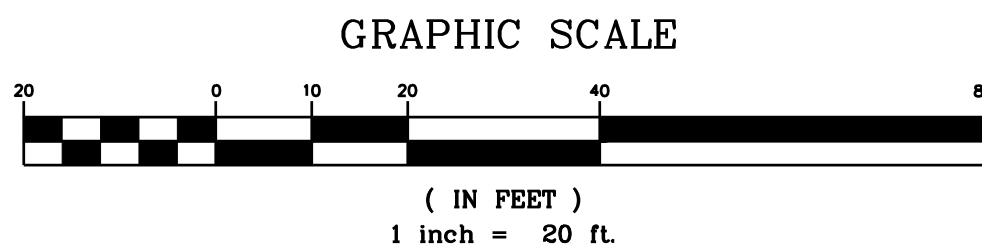
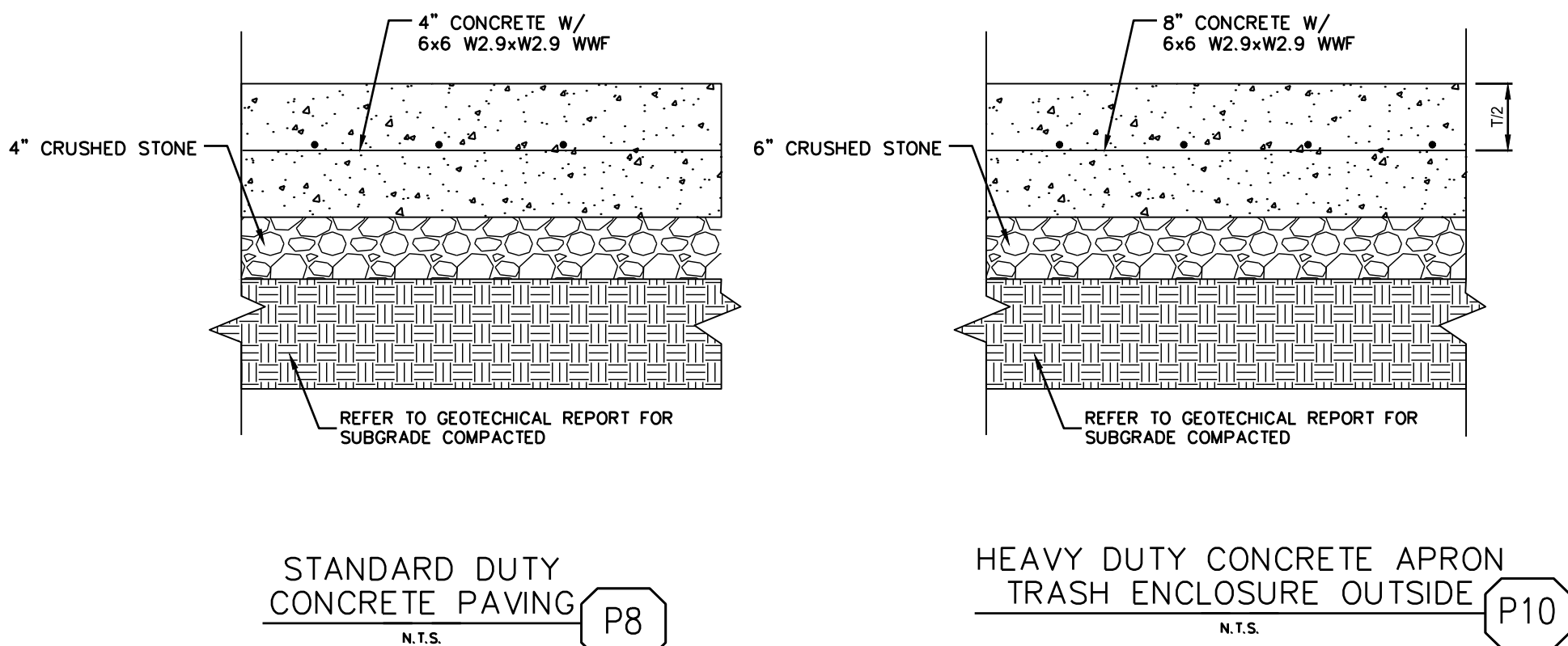
		RIGHT OF WAY	
		PROPERTY LINE	
		PROPERTY BOUNDARY	
		EASEMENT	
		CURB	
		EDGE OF PAVEMENT	
		EDGE OF WALK	
		PAVEMENT MARKINGS	
		GAS LINE	
		SILT FENCE	
		WATER LINE	
		UNDERGROUND ELECTRIC	
		UNDERGROUND TELE	
		OVERHEAD LINE	
		STORM SEWER	
		SANITARY SEWER	
		MAJOR CONTOURS	
		MINOR CONTOURS	
	WATER METER		STORM CATCH BASIN
	WATER VALVE		STORM INLET BASIN
	POWER/TELE POLE		STORM MANHOLE
	POWER POLE		STORM CLEANOUT
	AIR CONDITIONER		SANITARY MANHOLE
	ELECTRIC BOX		SANITARY CLEANOUT
	LIGHT POLE		TRAFFIC MANHOLE
	GAS VALVE		SIGN
	GAS METER		TELEPHONE POLE

PROPOSED LEGEND:

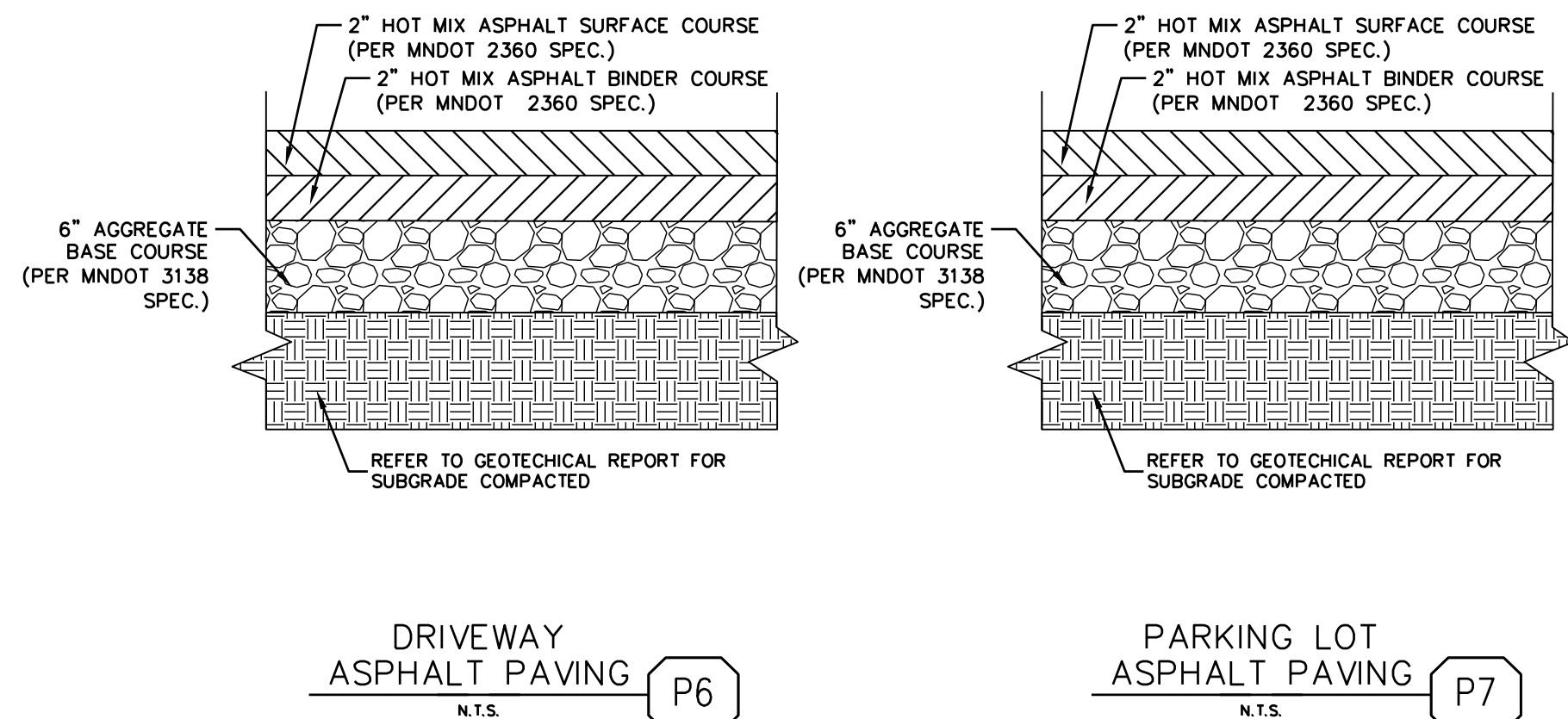
---	PROPERTY LINE
---	PROPOSED CURB
---	PROPOSED CURB & GUTTER
---	PROPOSED SITE LIGHT, SEE PHOTOMETRIC PLAN
---	PROPOSED DRAINAGE STRUCTURES (SEE GRADING/DRAINAGE PLANS)
---	WATER METER, (SEE TO UTILITY PLAN).
---	SEWER STRUCTURES, (SEE TO UTILITY PLAN).
---	PROPOSED DRIVEWAY ASPHALT PAVEMENT. REFER TO KEYNOTE P6, THIS SHEET.
---	PROPOSED PARKING LOT PAVEMENT. REFER TO KEYNOTE P7, THIS SHEET.
---	PROPOSED CONCRETE PER STRUCTURAL DESIGN DETAILS
---	PROPOSED CONCRETE SIDEWALK PAVEMENT. REFER TO KEYNOTE P3, THIS SHEET.
---	PROPOSED CONCRETE APRON OUTSIDE TRASH ENCLOSURE. REFER TO KEYNOTE P10, THIS SHEET.
---	PROPOSED CONCRETE SEALER. REFER TO KEYNOTE P15, THIS SHEET.
---	PROPOSED TRASH ENCLOSURE CONCRETE PAD. REFER TO ARCHITECTURAL PLANS.

PAVING NOTES:

- REFER TO GEOTECHNICAL REPORT BY AMERICAN ENGINEERING TESTING, DATED JULY 29, 2024 OR ITS LATEST REVISION, FOR ADDITIONAL RECOMMENDATIONS AND REQUIREMENTS. IF ANY CONFLICTS WITH THIS REPORT AND THESE DETAILS, THE MORE STRINGENT SPECIFICATION SHALL APPLY.
- GC TO PROVIDE BID ALTERNATIVES FOR ALL AVAILABLE PAVEMENT OPTIONS WITHIN THE GEOTECHNICAL REPORT.



MAIN STREET (C.S.A.H. NO. 14)
RIGHT OF WAY PLAT NO. 75
ANOKA COUNTY HIGHWAY®



FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: MINNESOTA UTILITIES PROTECTION SERVICE AT 811 OR 800-252-1166 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF STATE UTILITIES PROTECTION SERVICE



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Signature: _____

Date: _____ Registration No. 42586

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42586

PROFESSIONAL IN CHARGE
JEFFREY ALAN TIBBITTS

PROJECT MANAGER
EW

QUALITY CONTROL
JS

DRAWN BY
JSM

PROJECT NAME



VALVOLINE
INSTANT OIL CHANGE

LINO LAKES, MN
HWY 14

PROJECT NUMBER
767414

SHEET NAME

GRADING
PLAN

SHEET #

C-3.0

GENERAL GRADING/DRAINAGE NOTES:

- ALL GRADING AND SITE PREPARATION SHALL CONFORM WITH SPECIFICATIONS CONTAINED IN THE GEOTECHNICAL REPORT.
- ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE TO THE CITY LATEST CONSTRUCTION SPECIFICATIONS AND DETAILS.
- PRIOR TO ANY EXCAVATION OF THE PROJECT SITE, THE CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, REFERENCE POINTS AND STAKES.
- ALL INDICATED ELEVATIONS ARE FINISHED ELEVATIONS.
- FIELD VERIFY LOCATIONS, SIZES AND IF APPLICABLE INVERTS OF EXISTING UTILITIES FOR PROPOSED CONNECTIONS PRIOR TO CONSTRUCTION.
- LOCATE AND PROTECT ALL UTILITIES ASSOCIATED WITH THE PROJECT PRIOR TO CONSTRUCTION.
- INSTALL SILT CONTROL MEASURES BEFORE BEGINNING SITE WORK. THESE MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.
- MAINTAIN PROPER SITE DRAINAGE AT ALL TIMES DURING CONSTRUCTION. PREVENT STORM WATER FROM RUNNING INTO OR STANDING IN EXCAVATED AREAS.
- INSTALL ALL APPROPRIATE TREE PROTECTION MEASURES PRIOR TO GRADING.
- CUT AND FILL SLOPES SHALL HAVE A MAXIMUM SLOPE OF 2:1.
- ALL EXCAVATION SHALL INCLUDE CLEARING, STRIPPING AND STOCKPILING TOPSOIL, REMOVING UNSUITABLE MATERIALS, THE CONSTRUCTION OF EMBANKMENTS, CONSTRUCTION FILLS, AND THE FINAL SHAPING AND TRIMMING TO THE LINES AND GRADES SHOWN ON THE PLANS.
- ALL TREES, BRUSH, AND ORGANIC TOPSOIL AND OTHER OBJECTIONABLE MATERIAL SHALL BE REMOVED, UNLESS OTHERWISE SPECIFIED, AND DISPOSED OF AT AN OFF-SITE LOCATION, WITH THE EXCEPTION THAT ENOUGH TOPSOIL SHALL BE RETAINED FOR RESPAID AND GENERAL LANDSCAPING. AREAS WHICH ARE TO BE FILLED SHALL BE COMPACTED TO A MAXIMUM DENSITY OF 95% AS DETERMINED BY THE MODIFIED AASHTO COMPACTION TEST IN THE PAVED AREAS AND 85% IN THE OTHER AREAS.
- STRIP AND STOCKPILE TOPSOIL. SPREAD FOUR (4) INCHES MINIMUM OF TOPSOIL ON LANDSCAPE AREAS AND REMOVE EXCESS TOPSOIL FROM SITE. PREPARE SUB-GRADE FOR PAVEMENT AND CURBS AND BACKFILL CURBS AFTER CURB CONSTRUCTION.
- PROVIDE SUPPLY OF TOPSOIL FOR LANDSCAPE CONTRACTOR FOR INSTALLATION IN ALL LANDSCAPE ISLANDS.
- PROVIDE AND INSTALL TOPSOIL IN DISTURBED AREAS TO BE GRASSED, TO INCLUDE PAVEMENT SHOULDERS AND DETENTION AREAS.
- ALL EARTHWORK AND BASE COURSE FOR THE PARKING AREA SHALL BE COMPACTED TO A MINIMUM OF 95% MODIFIED LABORATORY DENSITY. CERTIFICATION SAID COMPACTION SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER, OR HIS/HER REPRESENTATIVE, PRIOR TO THE PLACEMENT OF THE BASE COURSE MATERIAL. BOTH PROOF ROLLING AND COMPACTION TESTING MUST BE APPROVED AND WITNESSED BY THE ENGINEER OR OWNER REPRESENTATIVE.
- THE PAVEMENT SUBGRADE AND BASE COURSE MATERIAL SHALL BE INSPECTED AND APPROVED BY THE ENGINEER OR OWNER REPRESENTATIVE PRIOR TO CONSTRUCTING THE BASE AND SURFACE COURSES THEREON.
- CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE TO ALL INLETS AND CATCH BASINS. AREAS OF SURFACE PONDING SHALL BE CORRECTED BY CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
- IF AREAS ARE DISTURBED BEYOND PROPOSED GRADES BY NEGLIGENCE OF THE CONTRACTOR, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REGRADING OR REPAIR TO MATCH ORIGINAL EXISTING CONDITIONS.
- SHORING SHALL BE DONE AS NECESSARY FOR THE PROTECTION OF THE WORK AND FOR THE SAFETY OF PERSONNEL. SHORING SHALL BE IN ACCORDANCE WITH ALL O.S.H.A AND LOCAL REGULATIONS.
- STRUCTURES FOR STORM SEWERS SHALL BE IN ACCORDANCE WITH THESE IMPROVEMENT PLANS AND THE APPLICABLE STANDARD SPECIFICATIONS. WHERE GRANULAR TRENCH BACKFILL IS REQUIRED AROUND THESE STRUCTURES, THE COST SHALL BE CONSIDERED AS INCIDENTAL AND SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE FOR THE STRUCTURE.
- CONFIRM INVERTS OF ALL EXISTING STORM INLETS AND SANITARY SEWER MANHOLES BEFORE COMMENCING CONSTRUCTION.
- ALL STORM SEWER LINES 18"-54" DIAMETER ARE TO BE REINFORCED CONCRETE PIPE ACCORDING TO ASTM C-76 TYPE III, UNLESS OTHERWISE SPECIFIED ON PLANS.
- A GEOTEXTILE MATTING (LANDLOCK TRM 450 OR EQUIVALENT) SHALL BE USED FOR EROSION CONTROL AN ALL SLOPES GREATER THAN 3H:1V.
- DRAINAGE STRUCTURES AND DETENTION POND SHALL BE MAINTAINED BY PROPERTY OWNERS.
- CONTRACTOR SHALL ADHERE TO PROPOSED GRADES ALONG CREEKS, ESPECIALLY IN THE AREA OF THE PROPOSED DETENTION POND. IF AREAS ARE DISTURBED BEYOND PROPOSED GRADES BY NEGLIGENCE OF THE CONTRACTOR, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY PENALTIES INCURRED.
- ALL PROPOSED SPOT ELEVATIONS SHOWN INDICATE FINISHED GRADED ELEVATIONS AT EDGE OF PAVEMENT AND/OR GRADE BREAKS, UNLESS OTHERWISE NOTED.
- SEE GENERAL NOTES FOR ADDITIONAL INFORMATION.
- LOWER-LEVEL EXCAVATION REQUIRED TO BE COMPLETED BY CONTRACTOR

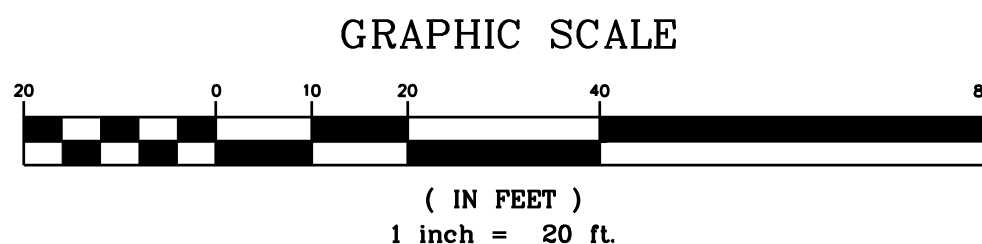
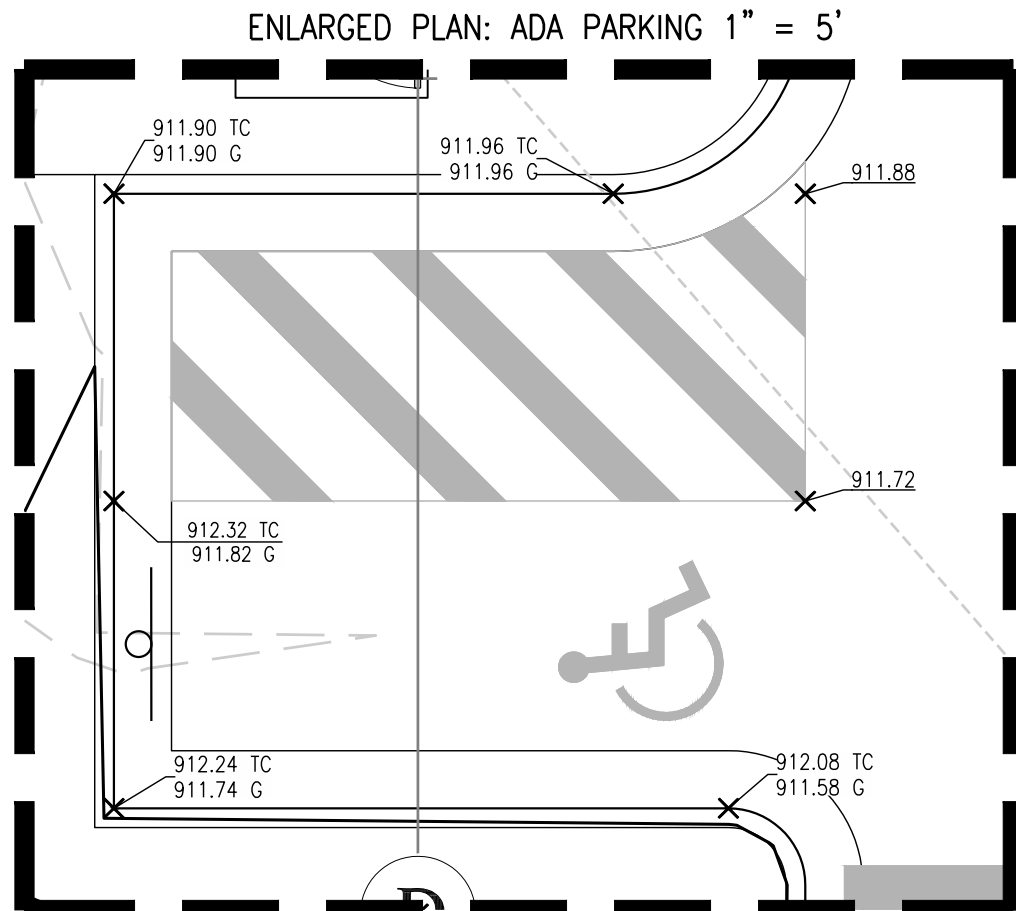
EXISTING LEGEND:

	RIGHT OF WAY		STORM CATCH BASIN
	PROPERTY LINE		STORM INLET BASIN
	PROPERTY BOUNDARY		STORM MANHOLE
	EASEMENT		STORM CLEANOUT
	CURB		SANITARY MANHOLE
	EDGE OF PAVEMENT		SANITARY CLEANOUT
	EDGE OF WALK		TRAFFIC MANHOLE
	PAVEMENT MARKINGS		SIGN
	GAS LINE		TELEPHONE POLE
	SILT FENCE		
	WATER LINE		
	UNDERGROUND ELECTRIC		
	UNDERGROUND TELE		
	OVERHEAD LINE		
	STORM SEWER		
	SANITARY SEWER		
	MAJOR CONTOURS		
	MINOR CONTOURS		

PROPOSED LEGEND:

	PROPERTY LINE
	PROPOSED CURB & GUTTER
	PROPOSED CURB
	PROPOSED CONTOUR
	PROPOSED STORM SEWER PIPE
	DRAINAGE SLOPE AND DIRECTION
	BOTTOM OF WALL
	TOP OF WALL
	SIDEWALK ELEVATION
	FLOW LINE (EAST)
	FLOW LINE (SOUTH)
	RIM ELEVATION
	EXISTING SPOT ELEVATION
	TOP OF CURB
	GUTTER

MAIN STREET (C.S.A.H. NO. 14)
RIGHT OF WAY PLAT NO. 75
ANOKA COUNTY HIGHWAY



FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: MINNESOTA UTILITIES PROTECTION SERVICE AT 811 OR 800-252-1166 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF STATE UTILITIES PROTECTION SERVICE



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PROJECT MANAGER
EW

QUALITY CONTROL
JS

DRAWN BY
JSM

PROJECT NAME



VALVOLINE
INSTANT OIL CHANGE

LINO LAKES, MN
HWY 14

PROJECT NUMBER
767414

SHEET NAME

UTILITY PLAN

SHEET #

C-6.0

GENERAL UTILITY NOTES:

- CONTRACTOR IS TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND ENSURE NO CONFLICTS EXIST WITH PROPOSED IMPROVEMENTS. NOTIFY ENGINEER IMMEDIATELY IF UTILITIES ARE LOCATED DIFFERENTLY THAN SHOWN. THE CONTRACTOR SHALL COORDINATE WITH EACH RESPECTIVE UTILITY COMPANY IN ORDER TO RELOCATE IF NEEDED IN CONFORMANCE WITH THEIR GUIDELINES.
- CONTRACTOR SHALL NOTIFY AND COORDINATE WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO THE REMOVAL OF INDICATED UTILITIES ON SITE (SEE DEMOLITION PLAN). CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY PERMITS REQUIRED FOR DEMOLITION AND HAUL OFF FROM THE APPROPRIATE AUTHORITIES.
- AUTHORIZATION MUST BE OBTAINED FROM THE CITY OF LINO LAKES AUTHORITY TO CONSTRUCT, ALTER OR MODIFY A WATER OR SEWER LINE. CONSTRUCTION OF WATER AND SEWER INFRASTRUCTURE WILL BE AUTHORIZED BY THE WATER SYSTEM UPON:
 - APPROVAL OF SUBMITTED PLANS.
 - NOTIFICATION OF THE WATER SYSTEM AT LEAST 24 HOURS PRIOR TO STARTING CONSTRUCTION.
- AT THE COMPLETION OF THE WATER AND/OR SEWER CONSTRUCTION AND PRIOR TO RECORDING THE FINAL PLAT, THE CONTRACTOR WILL FURNISH THE WATER SYSTEM INSPECTOR RECORD DRAWINGS OF THE PROJECT.
- BUILDING CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THE GAS COMPANY FOR THE CONSTRUCTION OF THE GAS LINE BETWEEN METER AND MAIN.
- BUILDING CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THE POWER COMPANY FOR THE CONSTRUCTION OF ELECTRICAL CONDUIT TO PROVIDE SERVICE TO THE TRANSFORMER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING, PRIOR TO CONSTRUCTION, ALL EXISTING LOCATIONS AND INVERT ELEVATIONS OF SANITARY SEWERS, STORM DRAINAGE, AND WATER MAINS. IF ANY INVERT ELEVATION VARIES MORE THAN 0.1 FT. FROM RECORD ELEVATIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY. WORK SHALL NOT PROCEED UNTIL THE CONTRACTOR IS NOTIFIED BY THE ENGINEER.
- CONNECT TO EXISTING UTILITIES AND INSTALL UTILITIES IN COMPLIANCE WITH REQUIREMENTS OF APPROPRIATE JURISDICTIONAL AGENCIES.
- COORDINATE WITH BUILDING PLANS TO ASSURE ACCURACY OF UTILITY CONNECTIONS AND COMPLIANCE WITH LOCAL CODES.
- ALL SEWERS TO BE MAINTAINED THROUGHOUT CONSTRUCTION, INCLUDING CLEANING OF ANY SILT OR DEBRIS ACCUMULATED IN STRUCTURES.
- ALL SURPLUS EXCAVATED MATERIAL FROM THE TRENCH SHALL BE DISPOSED OFF THE SITE BY CONTRACTOR.
- COORDINATE EXACT TRENCHING, ROUTING, AND POINT OF TERMINATION WITH ALL UTILITY COMPANIES.
- ALL WATER LINES SHALL HAVE AT LEAST FOUR AND ONE HALF (4.5) FEET ABOVE GROUND COVER FROM THE TOP OF THE PIPE TO THE FINISHED GROUND SURFACE.
- ALL WATER LINES 2" OR SMALLER SHALL BE TYPE K-COPPER.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING UTILITY LOCATES.

UTILITY KEY NOTES

- | | |
|-----|---|
| U1 | SANITARY SEWER (SEE NOTE FOR TYPE, SIZE AND SLOPE) |
| U2 | SANITARY SEWER POINT OF ENTRY (PER MEP PLANS) |
| U3 | SANITARY SEWER POINT OF CONNECTION |
| U5 | SANITARY SEWER CLEAN-OUT. REFER TO DETAIL ON C-7.1. |
| U9 | CONNECT TO EXISTING SANITARY CLEAN-OUT. EXISTING SANITARY CLEAN-OUT TO BE CONSTRUCTED BY DEVELOPER (CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION) |
| U11 | OIL-WATER SEPARATOR (PER MEP/ARCH. PLANS) |
| U13 | DOMESTIC WATER LINE (SEE NOTE FOR TYPE AND SIZE) |
| U15 | DOMESTIC WATER METER INSIDE BUILDING. |
| U19 | FIRE DEPT. CONNECTION ON BUILDING (PER LOCAL CODES) REFER TO DETAIL ON C-7.3. |
| U21 | WATER VALVE (EXISTING). REFER TO DETAIL ON C-7.3. |
| U22 | BACKFLOW PREVENTER INSIDE BUILDING. |
| U26 | WATER LINE POINT OF ENTRY (PER MEP PLANS) |
| U27 | WATER LINE POINT OF CONNECTION |
| U28 | CONTRACTOR SHALL COORDINATE WITH WATER DEPARTMENT TO ENSURE THAT SERVICE IS NOT INTERRUPTED AT ANY TIME. |
| U37 | MAINTAIN MIN. 18" VERTICAL SEPARATION |
| U38 | MAINTAIN MIN. 10" HORIZONTAL SEPARATION |
| U39 | LIGHT POLE LOCATIONS (SEE LIGHTING PLAN FOR DETAILS) |
| U41 | EXISTING POWER POLE |
| U43 | PROPOSED ELECTRIC TRANSFORMER |
| U44 | UNDERGROUND ELECTRIC SERVICE |
| U46 | ELECTRIC SERVICE POINT OF ENTRY (PER MEP PLANS) |
| U47 | ELECTRIC SERVICE POINT OF CONNECTION |
| U48 | UNDERGROUND TELEPHONE SERVICE (INSTALL TWO 2" CONDUITS) |
| U50 | TELEPHONE SERVICE POINT OF ENTRY (PER MEP PLANS) |
| U51 | TELEPHONE SERVICE POINT OF CONNECTION |
| U52 | GAS SERVICE LINE. CONTRACTOR SHALL COORDINATE WITH GAS COMPANY FOR THE INSTALLATION OF THE GAS SERVICE LINE. |
| U53 | GAS METER |
| U55 | GAS LINE POINT OF ENTRY (PER MEP PLANS) |
| U56 | GAS LINE POINT OF CONNECTION (TO BE DETERMINED) |
| U60 | CONTRACTOR TO VERIFY EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION. |
| U66 | ELECTRIC SERVICE LINE. CONTRACTOR SHALL COORDINATE WITH ELECTRIC COMPANY PRIOR TO ANY EXCAVATION OR INSTALLATION OF CONDUITS. NO OTHER UTILITIES ALLOWED IN ELECTRIC DITCH. CONTRACTOR SHALL INSTALL TWO (2) - 4" SECONDARY CONDUITS FROM THE TRANSFORMER TO THE BUILDING. (SEE MEP PLANS). |
| U68 | TELEPHONE SERVICE LINE. CONTRACTOR SHALL COORDINATE WITH TELEPHONE COMPANY PRIOR TO ANY EXCAVATION OR INSTALLATION OF CONDUITS. |

EXISTING LEGEND:

	RIGHT OF WAY
	PROPERTY LINE
	PROPERTY BOUNDARY
	EASEMENT
	CURB
	EDGE OF PAVEMENT
	EDGE OF WALK
	PAVEMENT MARKINGS
	GAS LINE
	SILT FENCE
	WATER LINE
	UNDERGROUND ELECTRIC
	UNDERGROUND TELE
	OVERHEAD LINE
	STORM SEWER
	SANITARY SEWER
	MAJOR CONTOURS
	MINOR CONTOURS
	WATER METER
	WATER VALVE
	POWER/TELE POLE
	POWER POLE
	AIR CONDITIONER
	ELECTRIC BOX
	LIGHT POLE
	GAS VALVE
	GAS METER
	STORM CATCH BASIN
	STORM INLET BASIN
	STORM MANHOLE
	STORM CLEANOUT
	SANITARY MANHOLE
	SANITARY CLEANOUT
	TRAFFIC MANHOLE
	SIGN
	TELEPHONE POLE

PROPOSED LEGEND:

	PROPERTY LINE
	PROPOSED CURB & GUTTER
	PROPOSED CURB
	PROPOSED RETAINING WALL
	PROPOSED EASEMENT LINE
	GAS LINES
	TELEPHONE LINES
	SANITARY SEWER LINES
	WATER LINES
	UNDERGROUND ELECTRIC LINES
	CLEAN OUT
	PROPOSED DRAINAGE STRUCTURES (SEE GRADING/DRAINAGE PLANS)
	WATER METER
	IRRIGATION METER
	RPZ/BFP
	WATER VALVE
	SEWER MANHOLE
	LIGHT POLES

MAIN STREET (C.S.A.H. NO. 14)
RIGHT OF WAY PLAT NO. 75
ANOKA COUNTY HIGHWAY

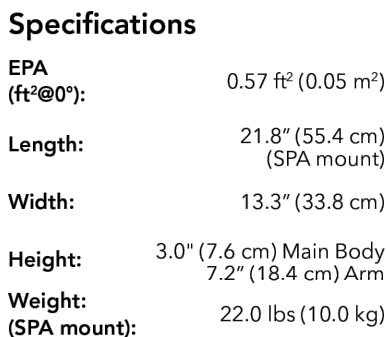
FORTY-EIGHT (48) HOURS BEFORE DIGGING IS TO COMMENCE, THE CONTRACTORS SHALL NOTIFY THE FOLLOWING AGENCIES: MINNESOTA UTILITIES PROTECTION SERVICE AT 811 OR 800-252-1166 AND ALL OTHER AGENCIES WHICH MIGHT HAVE UNDERGROUND UTILITIES INVOLVING THIS PROJECT AND ARE NONMEMBERS OF STATE UTILITIES PROTECTION SERVICE



Luminaire Schedule Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Mounting Height
	1	DSXW1 T3M	Single	DSXW1 LED 20C 1000 40K T3M MVOLT	1.000	7572	73.2	13
	1	RSX1 LED P4 40K R2	Single	RSX1 LED P4 40K R2	1.000	16421	133.1431	27.5
	1	DSXW1 T2M	Single	DSXW1 LED 20C 1000 40K T2M MVOLT	1.000	7372	73.2	13
	3	DSXW1 1FTM	Single	DSXW1 LED 20C 1000 40K T1FTM MVOLT	1.000	7711	73.2	VARIABLE. SEE PLAN
	2	RSX1 LED P4 40K R3	Single	RSX1 LED P4 40K R3	1.000	16359	133.14	27.5

Luminaire Schedule Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Mounting Height
	1	DSXW1 T3M	Single	DSXW1 LED 20C 1000 40K T3M MVOLT	1.000	7572	73.2	13
	1	RSX1 LED P4 40K R2	Single	RSX1 LED P4 40K R2	1.000	16421	133.1431	27.5
	1	DSXW1 T2M	Single	DSXW1 LED 20C 1000 40K T2M MVOLT	1.000	7372	73.2	13
	3	DSXW1 1FTM	Single	DSXW1 LED 20C 1000 40K 1FTM MVOLT	1.000	7711	73.2	VARIABLE SEE PLAN
	2	RSX1 LED P4 40K R3	Single	RSX1 LED P4 40K R3	1.000	16359	133.14	27.5

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Horiz Spill @ Prop Line	ILLUMINANCE	Fc	0.68	2.1	0.1	6.80
Pavement Area	ILLUMINANCE	Fc	3.36	9.9	0.2	16.80
Sidewalk	ILLUMINANCE	Fc	5.42	10.8	1.2	4.52

[illegible]

Specifications	
EPA (ft ² @0°):	0.57 ft ² (0.05 m ²)
Length:	21.8" (55.4 cm) (SPA mount)
Width:	13.3" (33.8 cm)
Height:	3.0" (7.6 cm) Main Body 7.2" (18.4 cm) Arm
Weight: (SPA mount):	22.0 lbs (10.0 kg)

Introduction

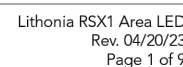
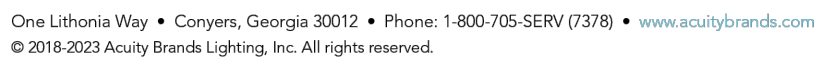
The new RSX LED Area family delivers maximum value by providing significant energy savings, long life and outstanding photometric performance at an affordable price. The RSX1 delivers 7'000 to 17'000 lumens allowing it to replace 70W to 400W HID Luminaire.

The RSX features an integral universal mounting mechanism that allows the luminaire to be mounted on most existing grid hole patterns. This "no-drill" solution provides significant labor savings. An easy-access door on the bottom of mounting arm allows for wiring without opening the electrical enclosure. A mast arm adaptor, adjustable integral splitter and other mounting configurations are available.

Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect.
*See ordering tree for details

Ordering Information				EXAMPLE: RSX1 LED P4 40K R3 MVL0T SPA D8BXX			
RSX1 LED							
Series	Performance Package	Color Temperature	Distribution	Voltage	Mounting		
RSX1 LED	P1	30K 3000K	R3 Type 2-Wide	MVL0T 120V-277V ¹	SPA Square pole mounting (1.5" min. 32 pole for 1.98", 2.5" min. pole for 2, 3, 4, 6, 8") IS Inverted pole mounting (1.5" min. 32 pole for 2, 3, 4, 6, 8") MA Mast arm adapter (16" 2-3.6" OD horizontal tension) WAS Adjustable bracket (16" 2-3.6" OD tension) WASB Wall bracket WASAB Wall bracket with surface conduit pole mounting ⁴ AASP Adjustable tilt arm square pole mounting ⁴ AAIP Adjustable tilt arm round pole mounting ⁴ AAIW Adjustable tilt arm with wall bracket ⁴ AAIWCS Adjustable tilt arm wall bracket and surface conduit box ⁴		
	P2	30K 3000K	R3 Type 4-Wide	MVL0T 120V-277V ¹			
	P3	30K 5000K	R3S Type 3 Short	MVL0T 120V-277V ¹			
	PA		R3S Type 4-Wide	MVL0T 120V-277V ¹			
			R4 Type 4-Wide	MVL0T 120V-277V ¹			
			R4S Type 3 Short	MVL0T 120V-277V ¹			
			R4S Type 4-Wide	MVL0T 120V-277V ¹			
			R5S Type 3 Short ¹	MVL0T 120V-277V ¹			
			R5S Type 4-Wide	MVL0T 120V-277V ¹			
			AFR Automotive Front Row	MVL0T 120V-277V ¹			
		AFR80 Automotive Front Row Right Rotated	MVL0T 120V-277V ¹				
		AFR90 Automotive Front Row Left Rotated	MVL0T 120V-277V ¹				

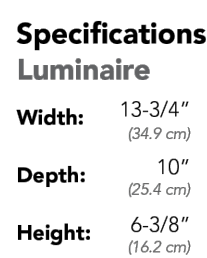
Options		Finish
Shipped Installed		LEAD Lead paint
PE	Plastic pipe shield*	BLK Black
PH	Photocured, button style**	DAWD Natural Aluminum
PER	Screen wire twist-lock (except only on controls)	DWHD White
PI	Paint (120, 270, 300)	DRD Natural Dark Bronze
DF	Double face (240, 260, 480)	BRK Beveled Black
SFOZK	20KZ Super Lock (180 standard)	DWGD Textured White
FD	Field adjustable output*	
DMG	0-30 db (range entered) not back of housing for external control (control/optional separate)	
Shipped Installed "Standard and Networked Sensors/Controls (factory default settings, see table page 9)" RGVFR Right light R/generation 2, with Networked, 6 Level monochromatic sensor ^{1/16, 1/8, 1/4, 1/2, 3/4, 1} RAA Ray Alignment AC compliant CS Control Group Net Networked Sensors/Controls with Light AC can be used as a standard or networked solution. Sensor coverage pattern is affected when luminance is turned on.		
Shipped Separately (includes some field assembly) EGVFR External light shield* ES External glass full view (360° around light aperture)* BS Bird spikes**		



_____	RIGHT OF WAY
_____	PROPERTY LINE
=====	PROPERTY BOUNDARY
-----	EASEMENT
=====	CURB
=====	EDGE OF PAVEMENT
=====	EDGE OF WALK
=====	PAVEMENT MARKINGS
_____ GAS _____ GAS	GAS LINE
_____ SF _____ SF	SILT FENCE
_____ W _____ W	WATER LINE
_____ E _____ E	UNDERGROUND ELECTRIC
_____ T _____ T	UNDERGROUND TELE
_____ CHL _____	OVERHEAD LINE
_____	STORM SEWER
_____ SAN> _____ SAN> _____	SANITARY SEWER
----- 100 -----	MAJOR CONTOURS
----- 102 -----	MINOR CONTOURS

	WATER METER		STORM CATCH BASIN
	WATER VALVE		STORM INLET BASIN
	POWER/TELE POLE		STORM MANHOLE
	POWER POLE		STORM CLEANOUT
	AIR CONDITIONER		SANITARY MANHOLE
	ELECTRIC BOX		SANITARY CLEANOUT
	LIGHT POLE		TRAFFIC MANHOLE
	GAS VALVE		SIGN
	GAS METER		SIGN
			TELEPHONE POLE

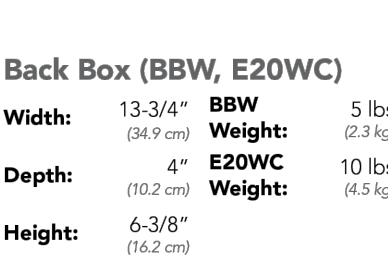
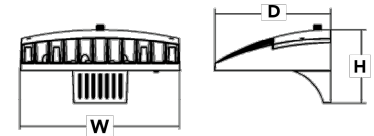
 PROPERTY LINE
 PROPOSED CURB & GUTTER
 PROPOSED CURB
 LIGHT POLES



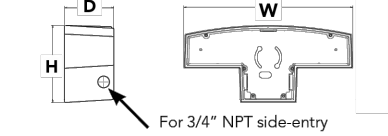
Width: 13-3/4"
(34.9 cm)

Depth: 10"
(25.4 cm)

Height: 6-3/8"
(16.2 cm)



Width:	(34.9 cm)	Weight:	(2.3 kg)
Depth:	4" (10.2 cm)	E20WC	10 lb
		Weight:	(4.5 kg)
Height:	6-3/8" (16.2 cm)		



Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting energy-efficient lighting with a variety of optical and control options for customized performance.

integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

Series LED								
Symbols	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options	
[OSW] LED								
10C	10 LEDs (one ring)	350 350 mA 510 510 mA	30K 3000K 50K 5000K	T2S Type II Short T2M Type I Medium	MVOL ¹ 120 ¹ 128 ¹	Shipped included (blank) Surface mounting	Shipped installed Phenolic/cer. cut button type 4	
20C	20 LEDs (two rings) ²	700 700 mA 1000 1000 mA (1 A)	AMBP Amber phosphor converter	T3S Type III Short T4M Type IV Medium	260 ¹ 292 ¹	Surface mounting backlock for control entry ¹	DEG No dimming was pulled outside fixture for use with an external control; ordered separately	
				FTM Forward Flow Medium	347 ¹ 426 ¹		PBR 180° motion/ambient light sensor, <15 mg/m ² /s ¹ PIR 180° motion/ambient light sensor, 15-30 mg/m ² /s ¹ PIR/HVC Motion/ambient sensor, 0-15' mounting height, ambient sensor enabled at 15'-1' PIR/HVC Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 15'-1'	
							E2WC Emergency battery backup (includes external component enclosure), CA Title 20 compliant ³	

Other Options		Finish (selected)			
Shipped installed		D68D Dark bronze			
SF Single rise (120, 277 or 347H) ^{1,3b}	BSW End-different spindles	D6LD Black	D5SD Sandstone	DWHGD Textured white	
DF Double rise (200, 240 or 480H) ^{1,3b}	VG Vandal guard	D4MD Natural aluminum	D6BTD Textured dark bronze	D5STD Textured sandstone	
HS House-size (96H) ^{1,3}	DOL Diffused drop less	D4WD White	D6BTD Textured black		
SPD Separate surge protection ^{1,3}			D6ATD Textured natural aluminum		

NOTES
1 20C 1000 is not available with PIR, PIRH, PIR1FC3

DSXWSH U	House-side shield (one per light engine)	3	Single fuse (SF) requires 120, 277 or 347 voltage and (DF) requires 208, 240 or 480 voltage option.
DSXWSBW U	Bad-deterrent spikes	4	Only available with 20C, 700mA or 1000mA. Not a PIRH.
DSXWTWS U	Wardial/guard accessory	5	Back box ships installed on fixture. Cannot be fielded as an accessory.
		6	Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option.

3 Single fuse (SF) requires 120, 277 or 347 voltage or (DF) requires 208, 240 or 480 voltage option.

conduit entry applications. Not available with BBW mounting option.
 Not available with fusing. Not available with 347 or 480 voltage options.
 Emergency components located in back box housing. Emergency mode
 IES files located on product page at www.lithonia.com
 9 Not available with SPD.
 10 Not available with E20WC.
 11 Also available as a separate accessory; see Accessories information.
 12 Not available with E20WC.

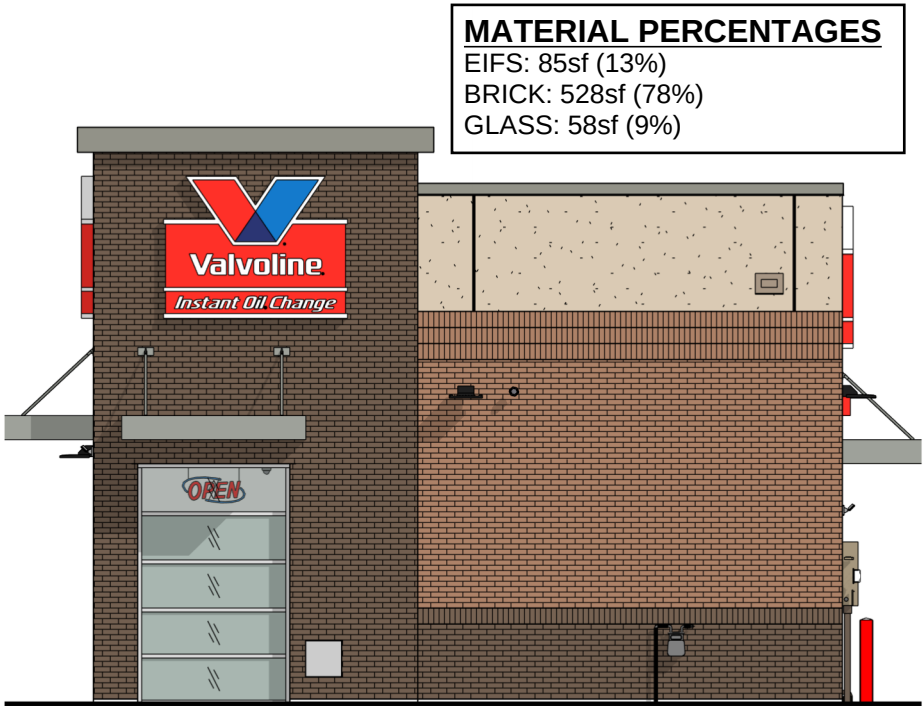
One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com
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DSKW1-LED
Rev. 1/18/23

(IN FEET)
1 inch = 20 ft.

C-8.0

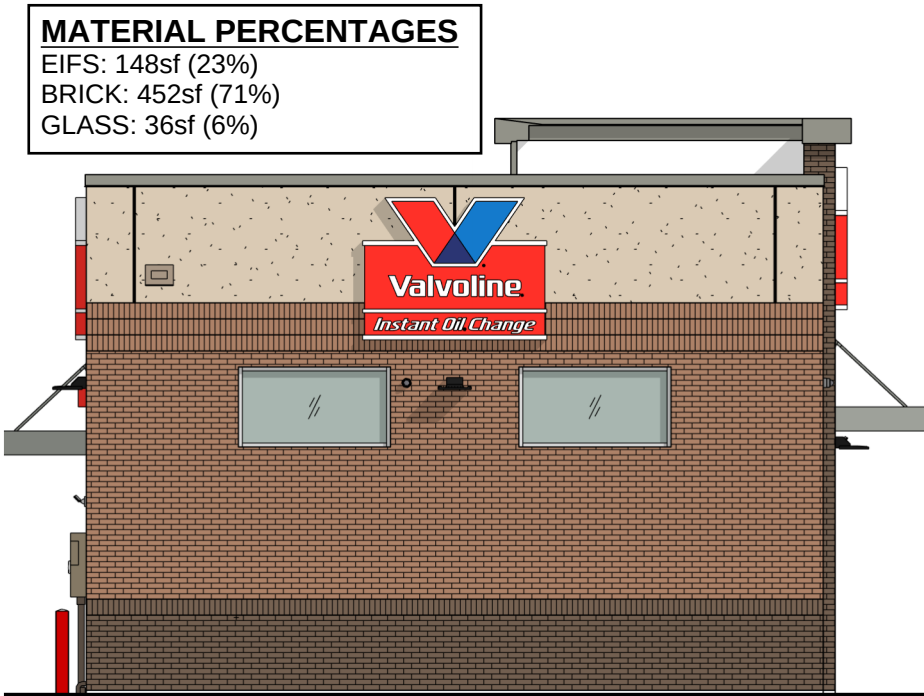
1/12/2026 11:22:05 AM Autodesk Docs://VIOC Lino Lakes MN (Hwy 14)/VIOC - Lino Lakes, MN (Hwy14)_RV724.rvt



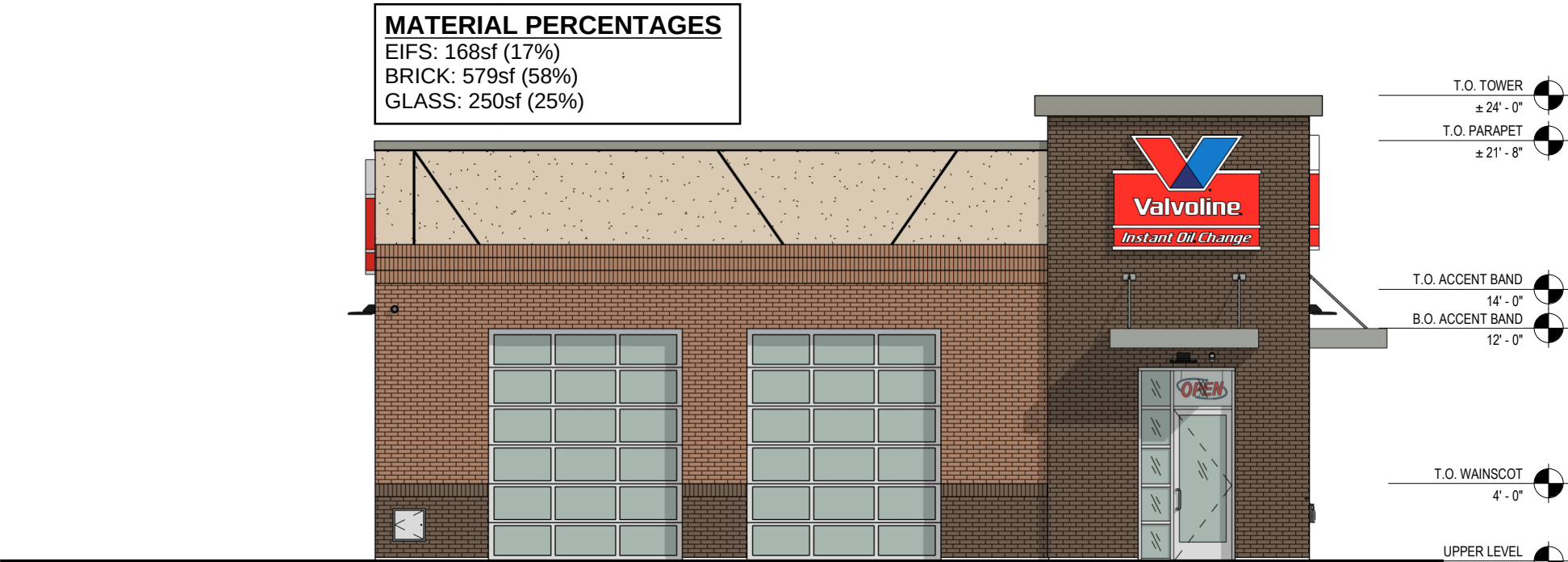
2 EXTERIOR ELEVATION (RIGHT) East
Scale: 1/8" = 1'-0"



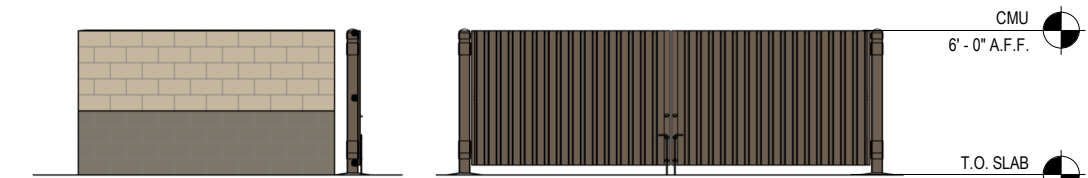
1 EXTERIOR ELEVATION (REAR) North
Scale: 1/8" = 1'-0"



4 EXTERIOR ELEVATION (LEFT) West
Scale: 1/8" = 1'-0"



3 EXTERIOR ELEVATION (FRONT) South
Scale: 1/8" = 1'-0"



5 TRASH ENCLOSURE ELEVATIONS
Scale: 1/8" = 1'-0"

EXTERIOR FINISHES - BRICK / BRICK / CMU

EXTERIOR INSULATED FINISH SYSTEM:	DRYVIT (SANDPEBBLE FINE) COLOR #1: #113 AMARILLO WHITE	MASONRY SEALER:	ALL MASONRY SURFACES SHALL BE TREATED w/ SEALER.	STOREFRONT SYSTEM:	2x4 1/2" KAWNEER TRIFAB VG 451T SERIES CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM W/ 1" INSULATED GLAZING.
THIN BRICK #1 (WAINSCOT AND TOWER):	GLEN-GERY "MODULAR BAXTER BROWN WIRECUT"	PREFABRICATED METAL CANOPY:	AWNEX INC. "SEATTLE" DESIGN PREFINISHED TO MATCH PAC-CLAD "SILVER"	TRASH ENCLOSURE:	SPLIT FACE CMU FIELD PAINTED SHERWIN-WILLIAMS SW-7515 "HOMESTEAD BROWN" AND SW-2822 "DOWNING SAND". PROVIDE MOCK-UP AND VERIFY COLOR W/ OWNER.
THIN BRICK #2 (ABOVE WAINSCOT):	GLEN-GERY "MODULAR MT RUSHMORE"	PARAPET CAP FLASHING:	ALUMINUM BREAK METAL PREFINISHED TO MATCH PAC-CLAD "SILVER"	GATE SYSTEM:	FIELD PAINTED SHERWIN-WILLIAMS SW-7515 "HOMESTEAD BROWN", PROVIDE MOCK-UP AND VERIFY COLOR W/ OWNER.
MORTAR:	LEHIGH STANDARD KIT - "BEIGE"	TOWER SOFFIT AND FASCIA:	PAC-CLAD SNAP EDGE EXTENDED FASCIA (12-12") PREFINISHED TO MATCH PAC-CLAD "SILVER"	O.H. DOOR FINISH:	CLEAR ANODIZED ALUMINUM
		THRU-WALL SCUPPER:	ALUMINUM BREAK METAL - PREFINISHED TO MATCH DIMENSIONAL METALS, INC. - "BEIGE"	ACCESS PANEL:	STAINLESS STEEL

T.O. TOWER	± 24' - 0"
T.O. PARAPET	± 21' - 8"
T.O. ACCENT BAND	14' - 0"
B.O. ACCENT BAND	12' - 0"
T.O. WAINSCOT	4' - 0"
UPPER LEVEL	0' - 0"

DATE	ISSUE RECORD
01/08/2026	OWNER REVIEW SET
01/12/2026	PERMIT SUBMITTAL





SITE & BUILDING PLAN REVIEW WORKSHEET

PROJECT: Valvoline (Clearwater Commons)

DATE: January 16, 2026

REVISED: January 28, 2026

Planning & Zoning Board Date: February 11, 2026

City Council Date: March 9, 2026

To be addressed by applicant

ZONING/LAND USE

Zoning District	GB
Future Land Use Plan	Commercial
Sewered or Unsewered Lot	Sewered
CUP required?	Yes
Comprehensive Plan Amendment?	No
Rezoning required?	No
Variance required?	No

	Required	Proposed
Lot size (sf)	20,000	27,878
Lot width (ft.)	100	120

NOTES:

GB, General Business

CUP required for Automobile Repair-Major and Minor. Fast oil change is minor.

Setbacks-Main Street Right-of-Way

Principal Building-Major Collector or Arterial
Parking Lot

Required	Proposed
40 ft	77 ft
15 ft	24.2 ft

Setbacks-Side Lot Line (West)

Principal Building
Accessory Building
Parking Lot

Required	Proposed
10 ft	24.84 ft
10 ft	62
10 ft	5ft

Setbacks-Street Right-of-Way (I-35E)

Principal Building (Arterial)
Accessory Building
Parking Lot

Required	Proposed
40 ft	47
10 ft	40.2
10 ft	15

Setbacks-Rear Lot Line (Private Driveway)

Principal Building
Accessory Building
Parking Lot

Required	Proposed
30 ft	128
5 ft	94
10 ft	25

From Residential Land Use
Between Principal Buildings

Required	Proposed
35 ft	NA
TBD	NA

trash enclosure

needs to be revised

trash enclosure

13 ft from back of curb

	Required	Proposed
Height	45 ft max	24' 0"

top of tower

Impervious surface restrictions

Permitted	Proposed
75% max	58%

GENERAL PROVISIONS

Building Type and Construction

Commercial

Accessory buildings or structures

Number of structures

Required	Proposed
0	0
Size	400 sf
	NA

Size

Refuse and recyclable materials enclosure

Yes

Outdoor lighting

1.0 ft candle allowance onto right of way

1.1

plan shall be revised

0.4 ft candle allowance onto adjacent prop.

2.1

plan shall be revised

Hooded lights

Yes

	Required	Proposed
Light Fixture Pole Height	30 ft max.	27.5 ft

	Required	Proposed
Light Fixture Location		
Street ROW	10 ft	15 ft
Side or rear	5 ft	0 ft

Smoke, Dust, Odors, Noise	Minimal
Sewage Disposal (on-site)	NA
Waste material	Yes
Bulk storage (liquid)	No
Radiation emission	No
Electrical emission	No
Exterior storage	No

Typical construction activities.

Typical construction waste material will be property disposed of.

Off-Street Parking

	Required	Proposed
Angle of parking	NA	90
Space Width	9 ft	9 ft
Space Length	18 ft	18 ft
Aisle Width One Way	15 ft	NA
Aisle Width Two Way	24 ft	24 ft

Curb cut access 30 feet from ROW intersection	NA
Curb cut access onto public street 40 feet from one another	70
Curb cut/driveway access 5 feet from side yard	15

	Required	Proposed
Curb cut width	36 feet max.	24
Driveway grade elevation	5%	< 1%
Striping 4" wide	4"	4"

Continuous concrete perimeter curb barrier	Yes
6+ spaces shall be landscaped on all sides	Yes
50+ space parking lots require 100 sf island per 25 spaces	NA

	Required	Proposed
# space requirements	8	9
# handicap space requirements	1	1

Off-Street Loading Spaces NA

Only 9 spaces provided

Auto Repair: 4 spaces plus 2 spaces per service bay.
 4 spaces + (2 spaces x 2 bays) = 4+4 = 8 spaces required

parking spaces will be used for temporary loading spaces

SPECIAL REVIEW REGULATIONS

Shoreland District	NA
Floodplain District	NA
Town Center Design & Development Guide	NA
Industrial Park Covenants	NA

EAW/AUAR COMPLIANCE

Does an EAW/AUAR exist?	Yes
Is an EAW/AUAR required?	No
Is project in compliance?	Yes
Does EAU/AUAR need to be revised?	No

2005 I-35E Corridor AUAR; updated 2025

The commercial building is consistent with all 3 AUAR Land Use Scenarios

for commercial development

ADDITIONAL NOTES

See additional conditions listed in staff reports.

A separate Sign Permit application for all ground and/or building wall signs shall be submitted and approved prior to the construction or installation of any signage.

Memorandum

To: Katie Larsen, Lino Lakes City Planner
From: Diane Hankee PE, Lino Lakes City Engineer
Date: February 4, 2026
Re: Valvoline (Clearwater Commons)
Site and Building Plan Review
033167-000

WSB reviewed the Civil plans for the Valvoline site in Lino Lakes, MN, received January 27, 2026. The site is approximately 0.64 acres and located east of 21st Avenue and north of Main Street in the Clearwater Commons commercial development. Comments were made on the following documents:

- Valvoline (VIOC) – Civil Plans prepared by CESO, dated January 27, 2026.

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.

Engineering

- **General**

The Valvoline site project proposes to create an approximate ~1,500 SF oil change facility which includes the associated parking lot, utilities, and landscaping. The site is located on Lot 3 Block 1 of the Clearwater Commons commercial development.

- **Grading**

A grading and drainage plan was provided for the site which included paved areas and curb, as well as the access to the private road to the north.

Comments:

1. Provide EOF elevations, locations and routes for all low points
 - a. Meet freeboard requirements with building lowest openings
2. See additional redline comments on plan sheets

- **Stormwater Management**

Stormwater management for the Valvoline site was included with the overall Clearwater Commons development and consists of collecting stormwater runoff with several catch basins and conveying it to an underground BMP on the west side of the site through an existing stub. The proposed site meets these requirements.

- **Water Supply**

A proposed 8" DIP CL 52" watermain stub is supplied to the site from the access road per the Clearwater Commons construction plans. The site proposes extending the water service south to a hydrant by the building. A 1" domestic service is tapped off of the line and serves the building.

Comments:

1. We recommend that the City Deputy Director of Public Safety-Fire Division review the proposed plan for water supply and hydrant coverage.
2. Call out all utility crossings
 - a. Provide minimum 18" separation between water and sewer
 - b. Insulate when separation between water and storm sewer is less than 36"
3. See additional redline comments on plan sheets

- **Sanitary Sewer**

A proposed 6" PVC Sanitary Sewer stub is supplied to the site from the access road per the Clearwater Commons construction plans. The site proposes extending the 6" sanitary to serve the building

Comments:

1. Sanitary sewer service inverts do not match from the building (901.5) to the sanitary sewer connection (898.1)
 - a. Pipe shown much shallower (~906)
 - b. Update to show service pipe at ~3% slope at ~10' depth
2. See additional redline comments on plan sheets

- **Transportation**

The Valvoline site proposes an access off of the proposed frontage road installed with Clearwater Commons.

Refer to the traffic study presented with the Clearwater Commons Preliminary Plat submittal for specific traffic assumptions.

Comments:

1. We recommend that the City Deputy Director of Public Safety-Fire Division review the proposed plan for emergency access.
 - a. Show Lino Lakes Pumper fire truck turning movements for Valvoline site
 - i. Similar submitted with Clearwater Commons development

- **Wetlands and Mitigation Plan**

The site is not proposing to impact existing wetland.

- **Landscaping**

The City's Environmental Coordinator to review landscaping and provide additional in-depth comments.

- **Floodplain**

No floodplain impacts are proposed on site.

- **Drainage and Utility Easements**

Existing drainage and utility easements provided with Clearwater Commons

Comments:

1. Existing utility (sanitary and water) easements to remain
2. No additional easements are required

- **Development Agreement**

A Development Agreement will not be required but a Site Performance Agreement will be.

- **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 is in place. Both the Rice Creek Watershed District (RCWD) and the City of Lino Lakes are parties to the Declaration.

- **Permits Required**

1. NPDES General Construction Permit
2. City of Lino Lakes Zoning Permit for construction
3. Rice Creek Watershed District (RCWD) (if necessary)

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



Environmental Memo

To: Katie Larsen, City Planner

From: Tom Hoffman, Environmental Coordinator

Date: February 2, 2026

Re: Environmental Comments – Valvoline CUP

The Environmental Board recommended the following at their January 28, 2026 meeting:

1. Recommend replacing American Yellowwood with a MN native species. Yellowwood is tolerant and hardy within the zone, however there has been minimal planting and success of yellowwood in Lino. Native species should be prioritized.
2. An additional tree should be added to the foundation landscape planting. The 1.57X2= 3.2 and would require an additional large tree. Additional shrubs can be planted in lieu of the tree.
3. Provide a seeding or planting plan for open space not being landscaped. Symbol should be shown on the landscaping page.
 - a. Recommend using native plantings or low maintenance turf as a replacement to traditional turf grass.
4. Add note to BMP Maintenance that street sweeping of all impervious may be required at the discretion of the City engineer to reduce sediment tracking.
5. Copy of final NPDES permit will be required be issuance of grading permit. All requirements for the SWPPP shall meet MPCA design standards.
 - a. Coverage should be added under the Clearwater Commons permit for land disturbance.



Anoka County
TRANSPORTATION DIVISION
Highway

Katie Larson
City of Lino Lakes
600 Town Center Pkwy
Lino Lakes, MN 55014-1182

February 03, 2026

RE: Site Plan – Valvoline

Dear Katie,

We have reviewed the Site Plan for Valvoline to be located north of CSAH 14 (Main Street) and west of the southbound off-ramp for I-35E within the City of Lino Lakes, and I offer the following comments:

- The proposed right of way along CSAH 14 should be sufficient for future reconstruction purposes
- As proposed, the site will introduce no new access points onto CSAH 14. This is acceptable and the right of access has been previously dedicated.
- Internal site grading shall not commence until the requested ACHD Engineering plan approvals are received, and the applicable permits can be issued.
- Any utility relocation in the CSAH 14 right of way, will be required to be coordinated directly by the city/developer.
- Please note that no plantings or private signs will be permitted within the county right of way and care must be exercised when locating private signs, building, structures, plantings, berms, etc. outside of the county right of way, so as not to create any new sight obstructions for this section of CSAH 14.

The ACHD Engineering Plan Review process will apply to this site. The following items should be submitted to Camila Arenas, Engineer I, Camila.Arenas@anokacountymn.gov (checklist and payment information are available on our website: <https://www.anokacountymn.gov/4072/Development-Review>):

- Traffic Control plans (if anything will be set up in County right-of-way)
- Grading and erosion control plans
- Drainage calculations – Note that the post-developed rate/volume of runoff must not exceed the pre-developed rate/volume of runoff for the 10-year critical design storm
- ACHD Design Requirements Checklist
- Engineering plan review fee (estimated at \$150.00)

License permit bonding, methods of construction, design details, work zone traffic control, restoration requirements and follow-up inspections are typical elements of the permitting process. Contact Sue Burgmeier via phone at 763.324.3176 or via email at HighwayPermits@anokacountymn.gov for further information and to coordinate the ACHD Permit process.

Our Passion Is Your Safe Way Home

1440 Bunker Lake Boulevard N.W. ▲ Andover, MN 55304-4005
Office: 763-324-3100 ▲ Fax: 763-324-3020 ▲ www.anokacounty.us/highway

Affirmative Action / Equal Opportunity Employer

Thank you for the opportunity to comment. Feel free to contact me if you have any questions regarding this review.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Ulvenes", written on a light gray rectangular background.

Brandon Ulvenes
Civil Engineer II

xc: CSAH 22/Plats+Developments/2026
Jerry Auge, Assistant County Engineer
David Zieglmeier, County Surveyor
Sean Thiel, Traffic Engineering Manager
Sue Burgmeier, Traffic Technician
Camila Arenas, Engineer I

**CITY OF LINO LAKES
RESOLUTION NO. 26-21**

**APPROVING AUTOMOBILE REPAIR-MINOR CONDITIONAL USE PERMIT
FOR VALVOLINE (CLEARWATER COMMONS)**

WHEREAS, the City received a land use application for a conditional use permit for automobile repair-major and minor (“Development”); and

WHEREAS, the February 11, 2026 Planning & Zoning Board Staff Report and the March 9, 2026 Council Staff Report provide supporting narrative and documentation for the Development; and

WHEREAS, the property is zoned GB, General Business and allows for automobile repair-major and minor with an approved conditional use permit; and

WHEREAS, the legal description of the property is Lot 3, Block 1, Clearwater Commons; and

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

- Site Development Plan prepared by CESO dated January 12, 2026
- Color Building Elevations dated January 12, 2026; and

WHEREAS, the Planning & Zoning Board held a public hearing on February 11, 2026 and the Board recommended approval of the conditional use permit.

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.

(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 divisions 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 traffic study for the three (3) lot Clearwater Commons commercial subdivision details compliance with City requirements. The proposed automobile repair-minor is consistent with the study.

The proposed automobile repair-minor meets Level of Service (LOS) requirements and 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 repair-minor.

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 automobile repair-minor conditional use permit is approved subject to the following conditions:

1. 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.

2. Automobile repair-major is not allowed without an approved conditional use permit.
3. Customer vehicles waiting for repair shall not be parked on-site longer than 24 hours.
4. A Site Improvement Performance Agreement shall be executed.
5. A Declaration for Maintenance of Stormwater Facilities in favor of RCWD and the City shall be recorded.
6. Rooftop or ground mounted mechanical equipment shall be screened per City Code Section 1007.043(2)(d)14.
7. Annual inspections may be conducted by the City to ensure City Code compliance.
8. A separate sign permit application shall be submitted and approved by the City prior to any permanent, replacement, or temporary signage installation.
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:

1. City Engineer memo dated February 4, 2026.
2. Environmental memo dated February 2, 2026.
3. Anoka County Highway Department letter dated February 3, 2026.
4. All comments highlighted in red on the Site & Building Plan Review Worksheet.
5. Sheet C-1.0, Site Plan:
 - a. Parking lot and turnaround along west lot line shall meet 10ft requirement.
 - b. Include an internal sidewalk connection from Lot 3 to Lot 2.
6. Sheet C-8.0, Photometric Plan:
 - a. Foot candle measurements exceed City code requirements and shall be revised.
7. ALTA/NSPS Land Title Survey
 - a. Both sheets of the survey shall be signed and dated.

Adopted by the City Council of the City of Lino Lakes this 9th day of March, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

**CITY OF LINO LAKES
RESOLUTION NO. 26-22**

**APPROVING SITE IMPROVEMENT PERFORMANCE AGREEMENT FOR
VALVOLINE (CLEARWATER COMMONS)**

WHEREAS, the City has completed review of the site and building plans for Valvoline Instant Oil Change (Clearwater Commons); and

WHEREAS, the legal description of the property is Lot 3, Block 1, Clearwater Commons;
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 Lino Lakes, Minnesota that that the Site Improvement Performance Agreement between the City of Lino Lakes and Valvoline, LLC is hereby approved and the Mayor and City Clerk are authorized to execute such agreements on behalf of the City.

Adopted by the Council of the City of Lino Lakes this 9th day of March, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

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

THIS AGREEMENT made this _____ day of _____, 2026, is by and between the **City of Lino Lakes**, a municipal corporation organized under the laws of the State of Minnesota, and Valvoline, LLC ("Developer").

WHEREAS, the Developer has received approval by the City of Lino Lakes for the Site Development Plan prepared by CESO dated January 12, 2026, hereinafter called the "Plans", in accordance with the Plans all of which are made a part hereof by reference. In consideration of such approval, the Developer, its successors and assigns, does covenant and agree to perform the work as set forth in the Plans, in the aforesaid approval, and as hereinafter set forth upon the real estate (hereinafter referred to as "Property") described as follows:

Lot 3, Block 1, Clearwater Commons

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

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

I. DESIGNATION OF IMPROVEMENTS.

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

II. ON-SITE WORK.

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

building architectural design and building elements, site grading and erosion control measures.

Such improvements shall be completed in accordance with Section VII 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	\$ 15,000.00
2.	Fences / Screen Structures	\$ 0.00
3.	Trash Disposal Structures	\$ 5,000.00
4.	Curbing / Islands / Delineators	\$ 20,340.00
5.	Storm Drainage Systems / Sewers / Catch Basins / Culverts / Swales	\$ 34,727.00
6.	Public Trails and / or Sidewalk	\$ 0.00
7.	Private Trails and / or Sidewalk	\$ 6,636.00
8.	Driveway / Curb cut / Parking Lot / Fire Lane	\$ 68,180.00
9.	Water mains / Hydrants / Sanitary Sewers	\$ 23,695.00
10.	Landscaping	\$ 10,000.00
11.	Site Grading	\$ 11,000.00
12.	Erosion Control	\$ 21,530.00
	Total Estimated Cost of Developer Improvements	\$ 216,108.00
	Security Requirement (Total * 35%)	\$ 75,638.00

III. OFF-SITE WORK Not Applicable.

IV. EASEMENTS/RIGHT OF WAY

- A. The Developer is party to easements of record and Restated and Amended Declaration of Easements.

V. 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 \$1,855.00 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)	\$1,737.00 Per SAC Unit
-------------------	-------------------------

Trunk sewer unit charges addressed under this paragraph are in addition to any SAC charges imposed by Metropolitan Council Environmental Services.

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 \$2,666.00 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)

\$1,677.00 Per SAC Unit

C. Surface Water Management Area Charges

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

		Acre	Fee
1.	Sanitary Sewer Trunk Unit Fee (\$1,855/unit; 2.92 units/Acre)		Paid Previously
2.	City Sewer Availability Fee (\$1,737/SAC Unit)		To be Paid w/Building Permit
3.	Water Trunk Unit Fee (\$2,666/unit; 2.92 units/Acre)		Paid Previously
4.	City Water Availability Fee (\$1,677/SAC Unit)		To be Paid w/Building Permit
5.	City Surface Water Management Fee (\$/Acre)		Paid Previously
	Total Estimated (Budget) Developer Fees		w/Building Permit

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

VI. 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.

VII. 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.

VIII. GUARANTEE.

- A. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer. Concurrently with the execution hereof by the Developer, the Developer will furnish to, and at all times thereafter maintain with the City, a cash deposit, certified check, or Irrevocable Letter of Credit, based on thirty-five (35%) percent of the total estimated cost of Developer's On-site Work. An Irrevocable Letter of Credit shall be for the exclusive use and benefit of the City of Lino Lakes and shall state thereon that the same is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Development Contract, construction of all required improvements in accordance with the ordinances and specifications of the City and guarantees the workmanship and materials for the landscape improvements for a period of one year following the City's acceptance of the landscape improvements. The City reserves the

right to draw, in whole or in part, on any portion of the Irrevocable Letter of Credit for the purpose of guaranteeing the terms and conditions of this contract, if Developer has been found to be in default of this agreement and only after providing Developer with written notice and opportunity to cure any default. The Irrevocable Letter of Credit shall be automatically extended for additional periods of one year from present or future expiration dates unless sixty (60) days prior to such the City Clerk or Administrator is notified in writing by certified mail or overnight mail that the Letter of Credit will not be renewed.

- B. Upon written request, The City will grant a reduction of the Letter of Credit, or cash deposit based on prepayment or the value of the completed improvements at the time of the requested reduction. The Developer may make such requests three times throughout the life of this agreement, with the third and/or final request being at the completion of the project. The City will respond to such request within 30 days time. Prior to the final acceptance of the Developer's Improvements the City shall require a Letter of Credit or Cash Escrow to cover the warranty provisions of the agreement. The amount shall be agreed to by the City Engineer and Developer and Developer may use the Letter of Credit discussed in Section VI.A above.

VII. REIMBURSEMENT OF COSTS.

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

1.	Site Plan Review Fee	\$2,500.00
2.	Administration (Legal, Engineering, Planning and Contract Administration)	\$18,500.00
3.	Negative Short Term Escrow Balance	\$0.00
	Total Estimated (Budget) Costs for Escrow Account	\$21,000.00

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

The Developer may request a statement of the account each month for review.

C. Intentionally Deleted.

VIII. REMEDIES FOR BREACH.

- A. The City shall give prior written notice to the Developer of any default hereunder before proceeding to enforce such financial guarantee or before the City undertakes any work for which the City will be reimbursed through the financial guarantee. If within twenty (20) days after receipt of such written notice to it, the Developer has not notified the City by stating in writing the manner in which the default will be cured and the time within which such default will be cured, the City will proceed with the remedy it deems reasonably appropriate.
- B. At any time after the completion date and any extensions thereof, if any of the work is deemed incomplete, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all expenses reasonably incurred by the City in connection therewith, including, but not limited to, engineering, legal, planning and litigation costs and expense. The enumeration of the remedies hereunder shall be in addition to any other remedies available to the City.
 1. Specific Performance. The City may in writing direct the surety or the Developer to cause the Work to be undertaken and completed within a specified reasonable time. If the Developer fails to cause the Work to be done and completed in a manner and time reasonably acceptable to the City, the City may proceed to bring an action for specific performance to require work to be undertaken.
 2. Completion by the City. The City, after written notice, may enter the premises and proceed to have the Work done either by contract, by day labor or by regular City forces. The Developer may not question the manner of doing such work or the letting of any such contracts for the doing of any such work; provided that all such work is performed in a reasonable manner, the costs are reasonable and the work is completed in a good and workman-like manner and in accordance with the approved plans and specifications. Upon completion of such work, the Developer shall promptly pay the City the full cost thereof as aforesaid.

3. Deposit of Financial Guarantee. In the event the financial guarantee has been submitted in the form of a Letter of Credit, the City may draw on the Letter of Credit the sum equal to the reasonably estimated cost of completing the Work, plus the City's reasonably estimated expenses as defined herein, including any other reasonable costs, expenses, and damages for which the surety may be liable hereunder, but not exceeding the amount set forth on the Letter of Credit. The money shall be deemed to be held by the City for the purpose of reimbursing the City for any reasonable costs incurred in completing the Work as hereinafter specified. Any funds remaining after completion of the project shall be promptly returned to the Developer.

IX. OCCUPATION OF PREMISES.

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

X. INSURANCE.

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

XI. REIMBURSEMENT FOR LITIGATION EXPENSES.

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

XII. VALIDITY.

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

XIII. GENERAL.

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

Monday through Friday	7:00 a.m. to 7:00 p.m.
Saturday	9:00 a.m. to 5:00 p.m.

Sunday and Holidays	No working hours allowed
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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 _____, 2026, 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 _____, 2026 by Roberta Colotti as City Clerk of the City of Lino Lakes on behalf of said City.

Notary Public

DEVELOPER

By _____
Valvoline, LLC.

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2026, 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 7B**

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: March 9, 2026

TOPIC: Peltier Ponds

- i. Approval of 2nd Reading of Ordinance No. 01-26 Rezoning Property from R, Rural to PUD, Planned Unit Development
- i. Approval of Resolution No. 26-29 Approving Summary Publication of Ordinance No. 01-26

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting City Council consideration of the above noted items.

BACKGROUND

The applicant, U.S. Home, LLC (aka Lennar), is proposing a master planned residential development located west of CSAH 54 (20th Ave N) across from Watermark, east of Peltier Lake, and north of the City of Centerville border. The development contains four (4) parcels totaling approximately 125 gross acres and 282 housing units. The proposed development is called Peltier Ponds.

The City Council approved the 1st reading of the rezoning ordinance on February 23, 2026.

The Findings of Fact are detailed in Ordinance No. 01-26.

RECOMMENDATION

Staff recommends approval of the above noted ordinance and resolution.

ATTACHMENTS

1. Ordinance No. 01-26
2. Resolution No. 26-29

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

**CITY OF LINO LAKES
ORDINANCE NO. 01-26**

**ORDINANCE TO REZONE CERTAIN REAL PROPERTY FROM R,
RURAL TO PUD, PLANNED UNIT DEVELOPMENT FOR
PELTIER PONDS**

The City Council of Lino Lakes ordains:

Section 1: Findings of Fact

1. The City received a Land Use Application to rezone certain property from R, Rural to PUD, Planned Unit Development.
2. The Planning and Zoning Board opened the public hearing on July 9, 2025 and continued the hearing to December 10, 2025.
3. Per City Code Section 1007.015 (4):

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

1. The proposed action is consistent with the official City Comprehensive Plan.

The PUD rezoning is consistent with the 2040 Comprehensive Plan as amended. The development area is guided low density, medium density, and high density residential which allows for a variety of housing types and lot sizes.

2. The proposed action is or will be compatible with present and future land uses of the area.

The PUD rezoning is compatible with present and future residential land uses of the area.

3. The proposed action conforms with all performance standards contained herein.

The proposed master planned development conforms with all performance standards with minor revisions.

4. The proposed action can be accommodated with existing public services and will not overburden the city's service capacity.

Based on projected water use, the initial phase of development can be accommodated by the City's system prior to development of Well 7. As the water issue continues to develop it may impact the City's ability to service future phases of the development. In such case future phases of the development may be deemed premature.

5. Traffic generation by the proposed action is within capabilities of streets serving the property as described in § [1007.020](#)(4)(d) of this chapter.

Traffic generated by the proposed master planned development is within the capabilities of the streets serving the property.

Section 2: Amendment

The Zoning Ordinance of the City of Lino Lakes is hereby amended to rezone the following described property from R, Rural to PUD, Planned Unit Development.

Section 3: Legal Description

The property is legally described as:

Parcel 1

The Northeast Quarter of the Northeast Quarter of Section 14, Township 31, Range 22, Anoka County, Minnesota.

AND

The North Half of Lot 1, AUDITOR'S SUBDIVISION NUMBER 47 REVISED, Anoka County, Minnesota, EXCEPT the following described real property: That part of the North Half of Government Lot 1, Section 14, Township 31, Range 22, Anoka County, Minnesota described as follows: Commencing at the North Quarter corner of said Section 14; thence North 89 degrees 35 minutes 06 seconds West along the North line of said Section 14 a distance of 148.88 feet to the Meander corner and the centerline of Town Road; thence South 5 degrees 57 minutes 00 seconds West along said centerline of Town Road a distance of 331.55 feet to the actual point of beginning of the tract to be hereby described; thence continuing South 5 degrees 57 minutes 00 seconds West a distance of 84.40 feet; thence South 15 degrees 18 minutes 48 seconds West along said centerline a distance of 251.26 feet to its intersection with the South line of said North Half of Government Lot 1 as monumented; thence South 88 degrees 58 minutes 52 seconds East along said South line a distance of 354.76 feet; thence North 0 degrees 24 minutes 54 seconds East a distance of 330.56 feet; thence North 89 degrees 35 minutes 06 seconds

West a distance of 282.00 feet to the actual point of beginning. Also known as a part of Lot 1, AUDITOR'S SUBDIVISION NO. 47 REVISED, Anoka County, Minnesota.

Abstract Property.

Parcel 2

The Southeast Quarter of the Northeast Quarter of Section 14, Township 31, Range 22, Anoka County, Minnesota

AND

The South Half of Lot 1, Auditor's Subdivision No. 47 Revised, Anoka County, Minnesota, EXCEPT that certain part of the South Half of Government Lot 1, Section 14, Township 31, Range 22, Anoka County, Minnesota, now known as the South Half of Lot 1, Auditor's Subdivision No. 47 Revised, described as follows: Beginning at the North Quarter Corner of said Section 14, as the same is marked by a stone monument; thence West along the Section line for 156 feet to a point near the centerline of a public road; thence South 6 degrees West, following the general line of said public road, for 662.95 feet to the centerline of said Government Lot 1, and the point of beginning of the tract hereby described; thence East, along said Government Lot centerline for 200.29 feet; thence South, at right angles for 180 feet; thence West at right angles for 261.71 feet, more or less, to the centerline of aforesaid public road; thence North 12 degrees 21 minutes East, along said road centerline, to aforesaid centerline of Government Lot 1; thence East along said Government Lot centerline for 22 feet to the point of beginning.

Abstract Property

Section 4: Development Regulations

The development shall conform to the plans, requirements, and conditions of approval as listed in Council Resolution No. 26-06. If not otherwise specified, the following City Code Chapter 1007 regulations shall govern:

- City Code Section 1007.110, R-1, Single Family Residential for 80ft wide lots
- City Code Section 1007.112, R-2, Two Family Residential for 55ft and 65ft wide lots
- City Code Section 1007.113, R-3, Medium Family Residential for the townhomes

Section 5: 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 the filing of the ordinance.

Section 6: Contingency

The rezoning provided for by this ordinance is contingent on the filing of Peltier Ponds final plat. Should the final plat not be filed, the rezoning provided by this ordinance shall be null and void.

Adopted by the Lino Lakes City Council this 9th day of March, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC
City Clerk

**CITY OF LINO LAKES
RESOLUTION NO. 26-29**

APPROVING SUMMARY OF ORDINANCE NO. 01-26 FOR PUBLICATION

WHEREAS, the City Council has approved the first and second readings of Ordinance No. 01-26 amending City Code Chapter 1007: Zoning Code; and

WHEREAS, Ordinance No. 01-26 is lengthy, and Minn. Statute 412.191 provides for a city to publish a summary of an ordinance; and

WHEREAS, the City Council determines that the summary clearly informs the public of the intent and effect of the ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the summary of Ordinance No. 01-26, attached hereto as Exhibit A, for publication according to State Law and City Charter is approved.

Adopted by the City Council of the City of Lino Lakes this 9th day of March, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

EXHIBIT A

CITY OF LINO LAKES

SUMMARY OF ORDINANCE NO. 01-26 TO REZONE CERTAIN REAL PROPERTY FROM R, RURAL TO PUD, PLANNED UNIT DEVELOPMENT FOR PELTIER PONDS

The City Council of Lino Lakes ordains:

Section 1. The Lino Lakes City Code Chapter 1007: Zoning Code has been amended to rezone the property located in the future plat of Peltier Ponds from R, Rural to PUD, Planned Unit Development.

Passed by the Lino Lakes City Council on March 9, 2026.

This is a summary of the adopted ordinance. A full printed copy of the ordinance is available at City Hall or on the City's website at <https://linolakes.us/163/City-Code-Zoning-Ordinances>.

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

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: March 9, 2026

TOPIC: Otter Lake Road Improvement Project

- i. Consider Resolution No. 26-26, Approving Revised City of Lino Lakes Right of Way Plat No. 4, Otter Lake Road Improvements
- ii. Resolution No. 26-30, Approving Amended Resolution Authorizing and Directing the Acquisition of Certain Real Property Interests for the Otter Lake Road Extension Improvements Project by Eminent Domain.

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting council approval of the revised Right-of-Way plat No. 4 identifying parcels for future road improvements and the amended resolution authorizing acquisition of property by eminent domain.

BACKGROUND

As part of the Otter Lake Road Extension improvement project the City needs to acquire permanent right-of-way, drainage and utility easements and temporary construction easements. Eight (8) parcels are affected by the acquisition process.

On November 11, 2025, the City approved Right of Way Plat No. 4 (Resolution No. 25-157), identifying the parcels to be acquired. On December 8, 2025, the City Council directed staff and the City Attorney to make offers on the property and authorized eminent domain proceedings (Resolution No. 25-176).

Following City approval, the plat was submitted to the County Surveyor for review. The review identified an overlap in legal descriptions between multiple properties. Based on direction from the County Surveyor and City Attorney, the plat has been revised to identify the overlap as a separate parcel on the plat. While plat identifies the overlay it does not determine ownership. The City intends to acquire each party's interest over the identified area. The

overlap totals approximately 740 square feet of right-of-way and 87.12 square feet of temporary easement.

The City Attorney has requested that, in addition to approving the revised Right-of-Way Plat No.4, that the Council also amend Resolution 25-176 to reflect the adoption of the revised plat.

RECOMMENDATION

Staff is recommending adoption of Resolution No. 26-26 and Resolution No. 26-30.

ATTACHMENTS

1. Resolution No. 26-26
2. Resolution No. 26-30

**CITY OF LINO LAKES
RESOLUTION NO. 26-26**

**RESOLUTION APPROVING REVISED CITY OF LINO LAKES
RIGHT OF WAY PLAT NO. 4
(OTTER LAKE ROAD EXTENSION)**

WHEREAS, the City of Lino Lakes, Minnesota is proposing to undertake the extension of Otter Lake Road; and

WHEREAS, construction of the improvements will require the acquisition of right-of-way and permanent and temporary easements to facilitate the roadway improvements; and

WHEREAS, WSB, the City Engineer, prepared a plat outlining all tracts and parcels of land affected by the proposed acquisition in accordance with Minnesota Statutes 505.1793; and

WHEREAS, on November 11, 2025 the City Council adopted Right-of-Way plat No. 4 by Resolution No. 25-157, and

WHEREAS, following review by the County Surveyor, the plat was revised to identify overlap between legal descriptions of three abutting properties, incorporated as Parcel 3 & 4 and Parcel 3 & 5 on the plat,

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

1. That the revised Right-of-Way plat is hereby approved.
2. The Mayor and City Clerk are hereby authorized to execute said plat on behalf of the City.

Adopted by the City Council of the City of Lino Lakes this 9th day of March, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

CITY OF LINO LAKES RIGHT OF WAY PLAT NO. 4

SURVEYOR'S CERTIFICATE

I hereby certify that this is a true and correct representation of a survey of the boundaries as shown and that said survey was made under my direct supervision; that all distances are correctly shown in feet and decimals of a foot; that the monuments for the guidance of future surveys have been correctly placed in the ground as shown; that the right-of-way boundary lines are designated on the plat and it was prepared pursuant to Chapter 505.1793, Minnesota Statutes.

Dated this _____ day of _____, 20__.

Jeremy R. Honga, Licensed Land Surveyor,
Minnesota License No. 58013

CITY COUNCIL, Lino Lakes, Minnesota

That part of Otter Lake Road located in Sections 13 and 24, Township 31, Range 22, Anoka County, Minnesota, as shown on this plat effected by the City of Lino Lakes, is certified to be the official plat of that portion of said road within said sections pursuant to Minnesota Statutes Chapter 505.1793. The foregoing plat was accepted and approved by the City Council of Lino Lakes, Minnesota, at a regular meeting thereof held this this _____ day of _____, 20____.

COUNTY SURVEYOR, Anoka County, Minnesota

This plat of CITY OF LINO LAKES RIGHT OF WAY PLAT NO. 4 was reviewed and approved by me this _____ day of _____, 20__.

David M. Zieglmeier, Anoka County Surveyor

COUNTY RECORDER, Anoka County, Minnesota

I hereby certify that this plat of CITY OF LINO LAKES RIGHT OF WAY PLAT NO. 4 was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____.M. and was duly recorded as Document No. _____.

County Recorder

By _____, Deputy

REGISTRAR OF TITLES, Anoka County, Minnesota

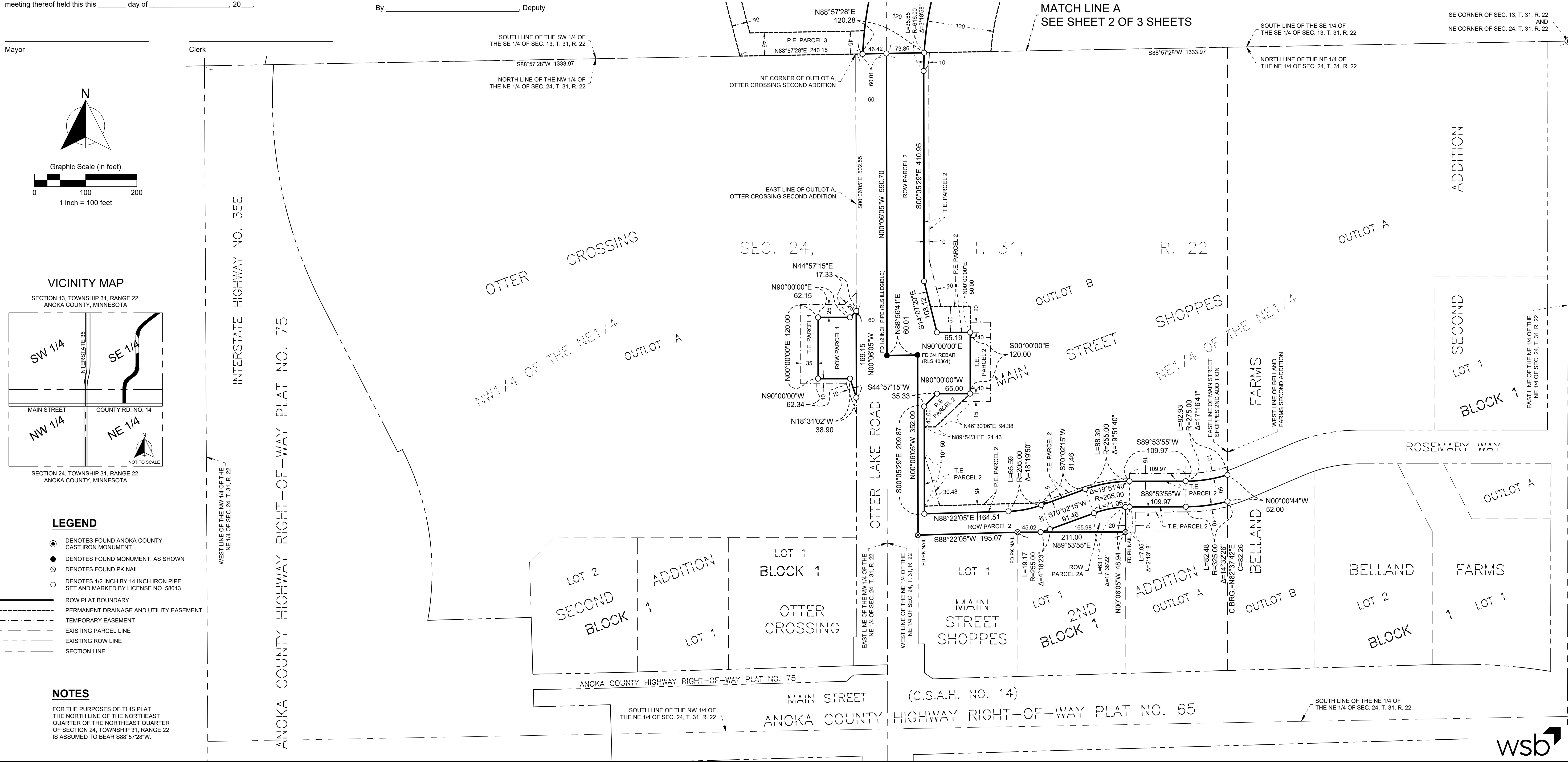
I hereby certify that this plat of CITY OF LINO LAKES RIGHT OF WAY PLAT NO. 4 was filed in the office of the Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____.M. and was duly recorded as Document No. _____.

Registrar of Titles

By _____, Deputy

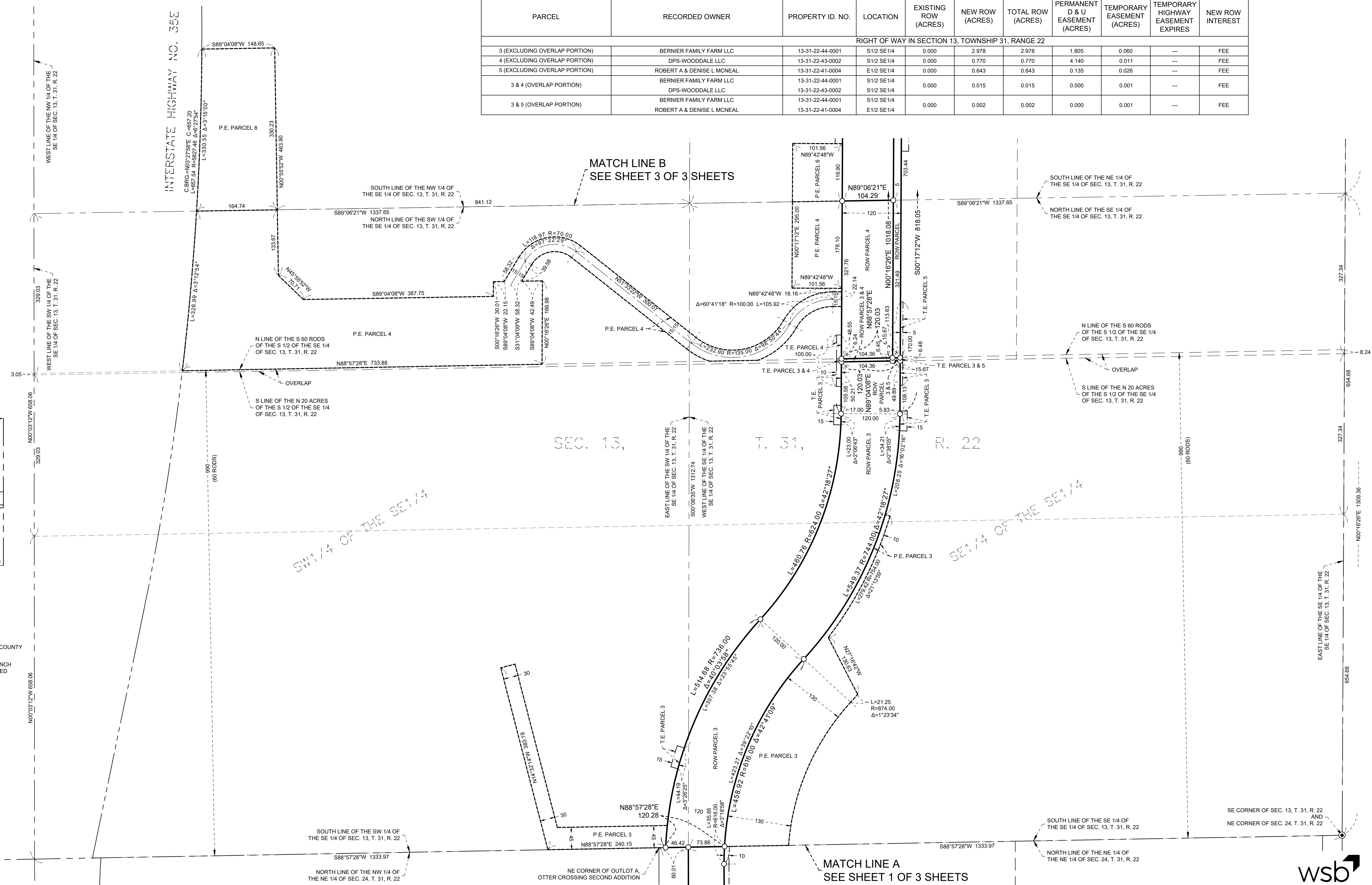
OTTER LAKE ROAD

PARCEL	RECORDED OWNER	PROPERTY ID. NO.	LOCATION	EXISTING ROW (ACRES)	NEW ROW (ACRES)	TOTAL ROW (ACRES)	PERMANENT D & U EASEMENT (ACRES)	TEMPORARY EASEMENT (ACRES)	TEMPORARY HIGHWAY EASEMENT EXPIRES	NEW ROW INTEREST
RIGHT OF WAY IN SECTION 24, TOWNSHIP 31, RANGE 22										
1	BLINO LLC	24-31-22-12-0009	NW1/4 NE1/4	0.000	0.212	0.212	0.00	0.196	---	FEE
2	CM PROPERTIES 14 LLC	24-31-22-11-0011	NE1/4 NE1/4	0.000	2.024	2.024	0.232	0.462	---	FEE
2A	CM PROPERTIES 14 LLC	24-31-22-11-0011	NE1/4 NE1/4	0.000	0.106	0.106	0.000	0.000	---	FEE



OTTER LAKE ROAD

PARCEL	RECORDED OWNER	PROPERTY ID. NO.	LOCATION	EXISTING ROW (ACRES)	NEW ROW (ACRES)	TOTAL ROW (ACRES)	PERMANENT D & U EASEMENT (ACRES)	TEMPORARY EASEMENT (ACRES)	TEMPORARY HIGHWAY EASEMENT EXPIRES	NEW ROW INTEREST
RIGHT OF WAY IN SECTION 13, TOWNSHIP 31, RANGE 22										
3 (EXCLUDING OVERLAP PORTION)	BERNIER FAMILY FARM LLC	13-31-22-44-0001	S1/2 SE1/4	0.000	2.978	2.978	1.805	0.060	---	FEE
4 (EXCLUDING OVERLAP PORTION)	DPS-WOODDALE LLC	13-31-22-43-0002	S1/2 SE1/4	0.000	0.770	0.770	4.140	0.011	---	FEE
5 (EXCLUDING OVERLAP PORTION)	ROBERT A & DENISE L MCNEAL	13-31-22-41-0004	E1/2 SE1/4	0.000	0.643	0.643	0.135	0.026	---	FEE
3 & 4 (OVERLAP PORTION)	BERNIER FAMILY FARM LLC DPS-WOODDALE LLC	13-31-22-44-0001 13-31-22-43-0002	S1/2 SE1/4 S1/2 SE1/4	0.000	0.015	0.015	0.000	0.001	---	FEE
3 & 5 (OVERLAP PORTION)	BERNIER FAMILY FARM LLC ROBERT A & DENISE L MCNEAL	13-31-22-44-0001 13-31-22-41-0004	S1/2 SE1/4 E1/2 SE1/4	0.000	0.002	0.002	0.000	0.001	---	FEE



DRAFT - 2026-02-27

NOTES

FOR THE PURPOSES OF THIS PLAT
THE NORTH LINE OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER
OF SECTION 24, TOWNSHIP 31, RANGE 22
IS ASSUMED TO BEAR S88°57'28"W.

wsb

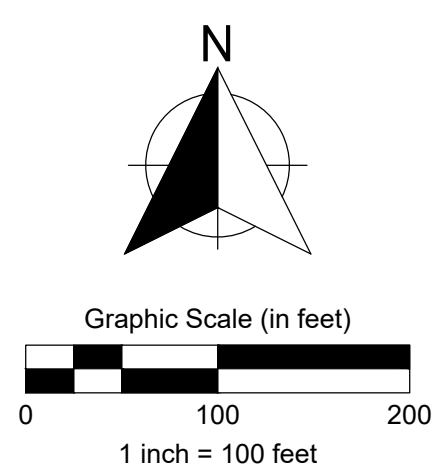
OTTER LAKE ROAD



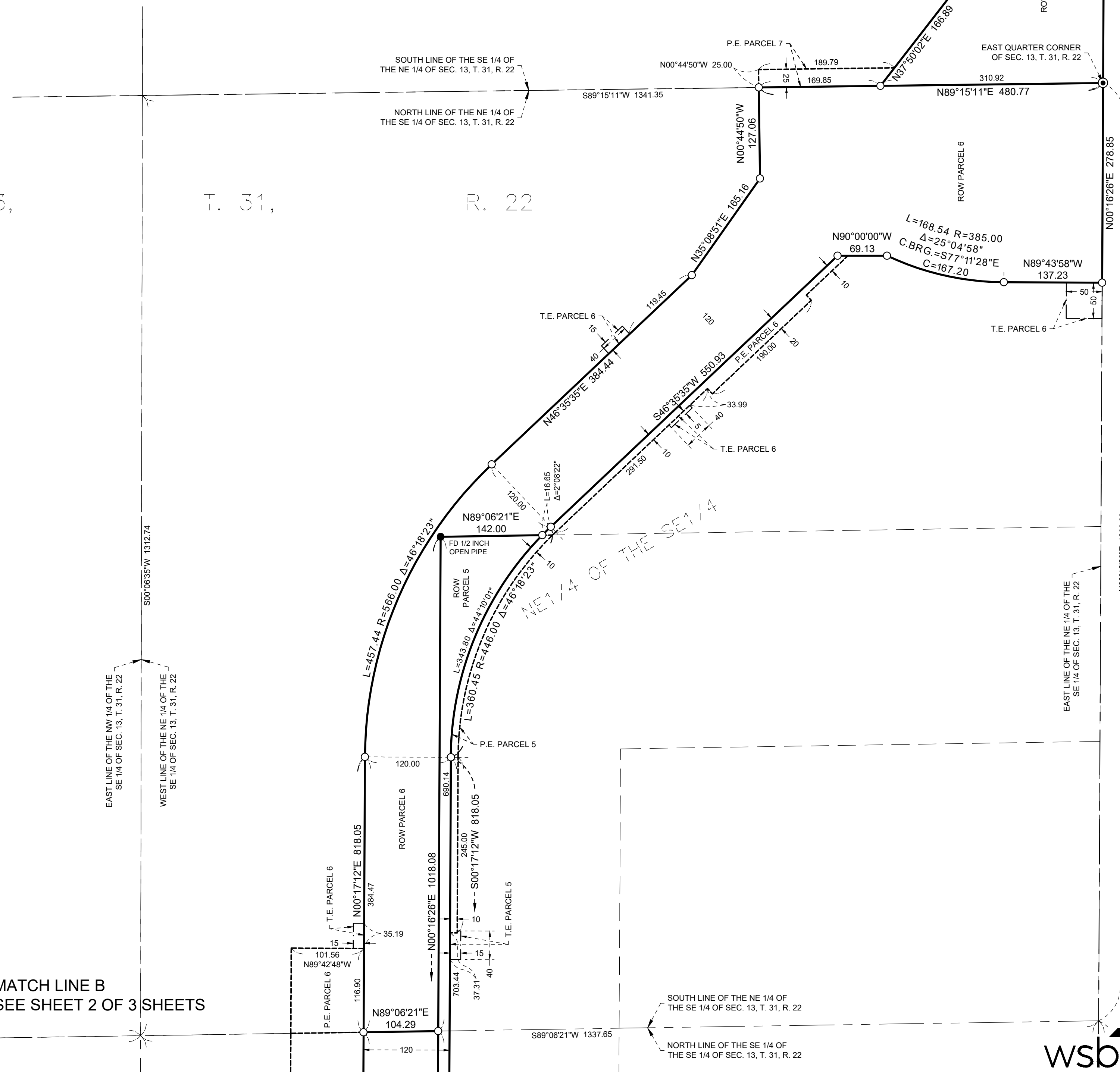
- | | |
|---|---|
| | ROW PLAT BOUNDARY |
| | PERMANENT DRAINAGE AND UTILITY EASEMENT |
|  | TEMPORARY EASEMENT |
| | EXISTING PARCEL LINE |
| | EXISTING ROW LINE |
| | SECTION LINE |

NOTES

FOR THE PURPOSES OF THIS PLAT
THE NORTH LINE OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER
OF SECTION 24, TOWNSHIP 31, RANGE 22
IS ASSUMED TO BEAR S88°57'28"W.



PARCEL	RECORDED OWNER	PROPERTY ID. NO.	LOCATION	EXISTING ROW (ACRES)	NEW ROW (ACRES)	TOTAL ROW (ACRES)	PERMANENT D & U EASEMENT (ACRES)	TEMPORARY EASEMENT (ACRES)	TEMPORARY HIGHWAY EASEMENT EXPIRES	NEW ROW INTEREST
RIGHT OF WAY IN SECTION 13, TOWNSHIP 31, RANGE 22										
3 & 5 (OVERLAP PORTION)	BERNIER FAMILY FARM LLC ROBERT A & DENISE L MCNEAL	13-31-22-44-0001 13-31-22-41-0004	S1/2 SE1/4 E1/2 SE1/4	0.000	0.002	0.002	0.000	0.001	---	FEE
5 (EXCLUDING OVERLAP PORTION)	ROBERT A & DENISE L MCNEAL	13-31-22-41-0004	E1/2 SE1/4	0.000	0.643	0.643	0.135	0.026	---	FEE
6	DPS-WOODDALE LLC	13-31-22-41-0005	NE1/4 SE1/4	0.000	5.923	5.923	0.449	0.088	---	FEE
7	L. & D. WINTER 2023 CHARITABLE REMAINDER UNITRUST	13-31-22-14-0001	SE1/4 NE1/4	0.000	2.013	2.013	0.103	0.092	---	FEE
8	DPS-WOODDALE LLC	13-31-22-42-0001	NW1/4 SE1/4	0.000	0.000	0.000	1.176	0.000	---	FEE



**CITY OF LINO LAKES
RESOLUTION NO. 26-30**

**AMENDED RESOLUTION AUTHORIZING AND DIRECTING THE ACQUISITION OF
CERTAIN REAL PROPERTY INTERESTS FOR THE OTTER LAKE ROAD EXTENSION
IMPROVEMENTS PROJECT BY EMINENT DOMAIN**

WHEREAS, on August 14, 2023, the City Council authorized the preparation of plans and specifications for the Otter Lake Road Extension Improvement project (the “Project”); and

WHEREAS, the construction of the Project will require the acquisition of certain land and easements involving properties located within the City, said land and easements being more specifically described in the attached Exhibit A; and

WHEREAS, the City of Lino Lakes, a Minnesota municipal corporation, acting by and through the City Council, is authorized by law, including but not limited to Minnesota Statutes Section 465.01 and Chapter 9 of the City Charter, to acquire real estate which is needed for public use or purpose; and

WHEREAS, it is necessary that the City have title and possession of land interests for the Project before the construction contracts may be let, which is planned to occur in the spring of 2026; and

WHEREAS, on August 25, 2025, the City Council authorized the City representatives, City Community Development Director and City Attorney to make offers to property owners consistent with the appraisals obtained for the needed acquisition; and

WHEREAS, agents or employees of the City have had discussions with or attempted to have discussions with the owners of the properties in an effort to reach an agreement upon terms and conditions under which the City may voluntarily acquire the necessary real property interests required from each property; and

WHEREAS, to date, representatives of the City have been unable to reach an agreement with all parties with an interest in the properties described in Exhibit A upon the terms and conditions under which the City may acquire the necessary real property interests required for the Project; and

WHEREAS, the City Council finds that it is reasonably necessary, proper, and convenient, and in the interest of the public health, public safety, convenience, and general welfare of the citizens of the City that title to and possession of the necessary real property interests

described in Exhibit A be acquired, if necessary, through use of the power of eminent domain; and

WHEREAS, via Resolution 25-176 adopted by the City Council on December 8, 2025, the City Council authorized the acquisition of the necessary property interests shown in City of Lino Lakes Right of Way Plat No. 4 via the power of eminent domain; and

WHEREAS, subsequently the City discovered a small overlap in three abutting parcels shown in City of Lino Lakes Right of Way Plat No. 4; and

WHEREAS, the City has therefore revised City of Lino Lakes Right of Way Plat No. 4 to incorporate Parcel 3 & 4 and Parcel 3 & 5 into the plat;

WHEREAS, the City Council adopted the final version City of Lino Lakes Right of Way Plat No. 4 by Resolution No. 26-26; and

WHEREAS, the City Council finds, given the need to submit the project to bid in the spring of 2026, that the use of the quick-take procedures in Minnesota Statutes section 117.042 is necessary so the title may be in place prior to bidding and wishes to adopt an amended resolution incorporating the final version of City of Lino Lakes Right of Way Plat No. 4.

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

1. The property interests described in City of Lino Lakes Right of Way Plat No. 4, attached hereto as Exhibit A, attached hereto and made a part hereof as though fully set forth at this point, shall be acquired for the stated public purposes, and that the interests shall be acquired, if necessary, through the exercise of the power of eminent domain.
2. City staff, City consultants, and the law firm of Squires, Waldspurger & Mace, P.A. are authorized and directed to take all steps necessary on behalf of the City to fulfill the purposes of this resolution and to acquire the property interests described herein by serving a notice of quick-take under Minn. Stat. § 117.042, together with other required documents, and filing an action in eminent domain if necessary.
3. The City's legal counsel and representatives are authorized to remove any property listed in Exhibit A from the eminent domain proceedings if the City settles with the property owners between the adoption of this resolution and the filing of a petition in district court.
4. All actions taken to date by City staff, City consultants, and the City's legal counsel in furtherance of the acquisition of the necessary property interests shown in Exhibit A are hereby ratified by the City Council.

Adopted by the City Council of the City of Lino Lakes this _____ day of _____,
2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

Exhibit A

CITY OF LINO LAKES RIGHT OF WAY PLAT NO. 4

SURVEYOR'S CERTIFICATE

I hereby certify that this is a true and correct representation of a survey of the boundaries as shown and that said survey was made under my direct supervision; that all distances are correctly shown in feet and decimals of a foot; that the monuments for the guidance of future surveys have been correctly placed in the ground as shown; that the right-of-way boundary lines are designated on the plat and it was prepared pursuant to Chapter 505.1793, Minnesota Statutes.

Dated this _____ day of _____, 20__.

Jeremy R. Honga, Licensed Land Surveyor,
Minnesota License No. 58013

CITY COUNCIL, Lino Lakes, Minnesota

That part of Otter Lake Road located in Sections 13 and 24, Township 31, Range 22, Anoka County, Minnesota, as shown on this plat effected by the City of Lino Lakes, is certified to be the official plat of that portion of said road within said sections pursuant to Minnesota Statutes Chapter 505.1793. The foregoing plat was accepted and approved by the City Council of Lino Lakes, Minnesota, at a regular meeting thereof held this this _____ day of _____, 20____.

COUNTY SURVEYOR, Anoka County, Minnesota

This plat of CITY OF LINO LAKES RIGHT OF WAY PLAT NO. 4 was reviewed and approved by me this _____ day of _____, 20__.

David M. Zieglmeier, Anoka County Surveyor

COUNTY RECORDER, Anoka County, Minnesota

I hereby certify that this plat of CITY OF LINO LAKES RIGHT OF WAY PLAT NO. 4 was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____.M. and was duly recorded as Document No. _____.

County Recorder

By _____, Deputy

REGISTRAR OF TITLES, Anoka County, Minnesota

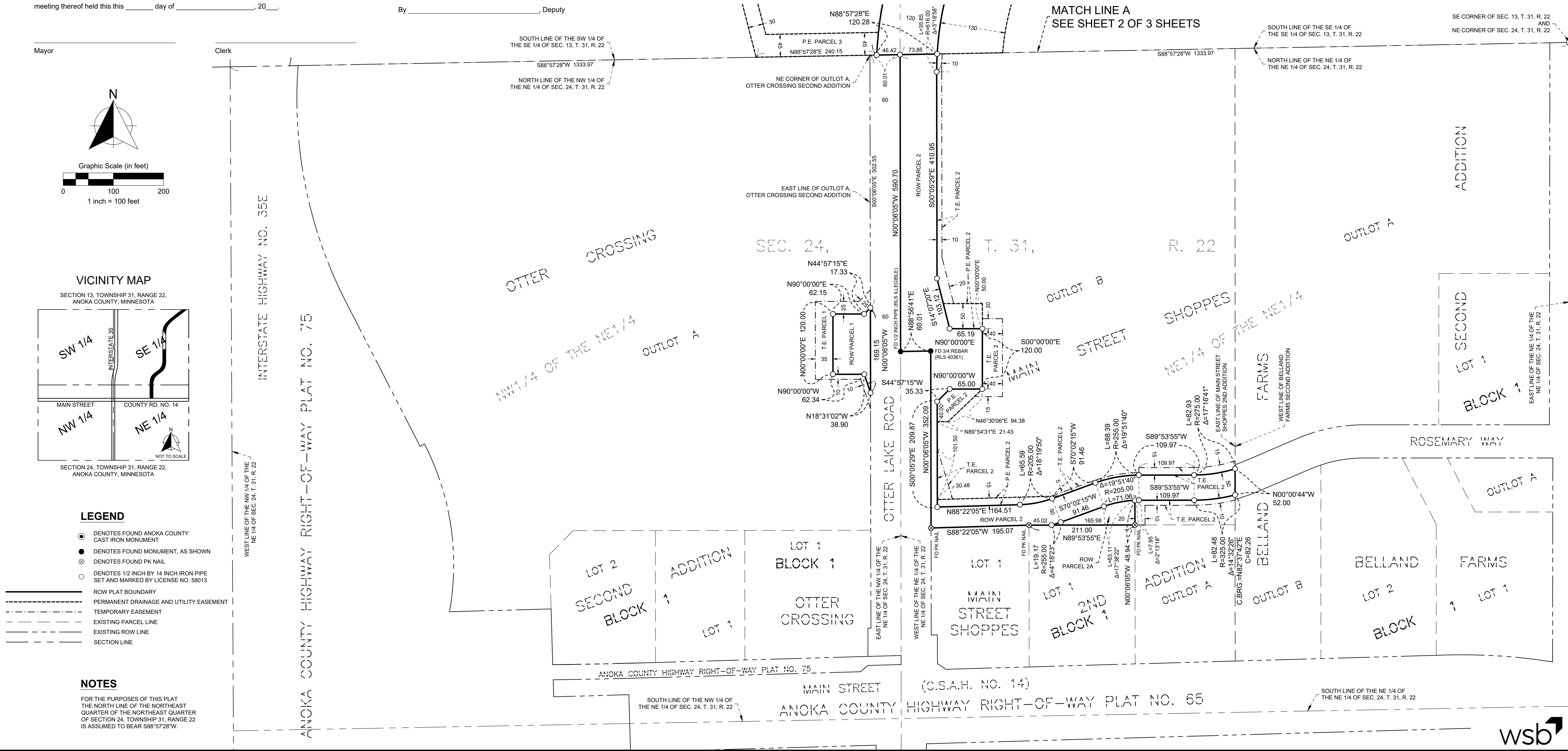
I hereby certify that this plat of CITY OF LINO LAKES RIGHT OF WAY PLAT NO. 4 was filed in the office of the Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____.M. and was duly recorded as Document No. _____.

Registrar of Titles

By _____, Deputy

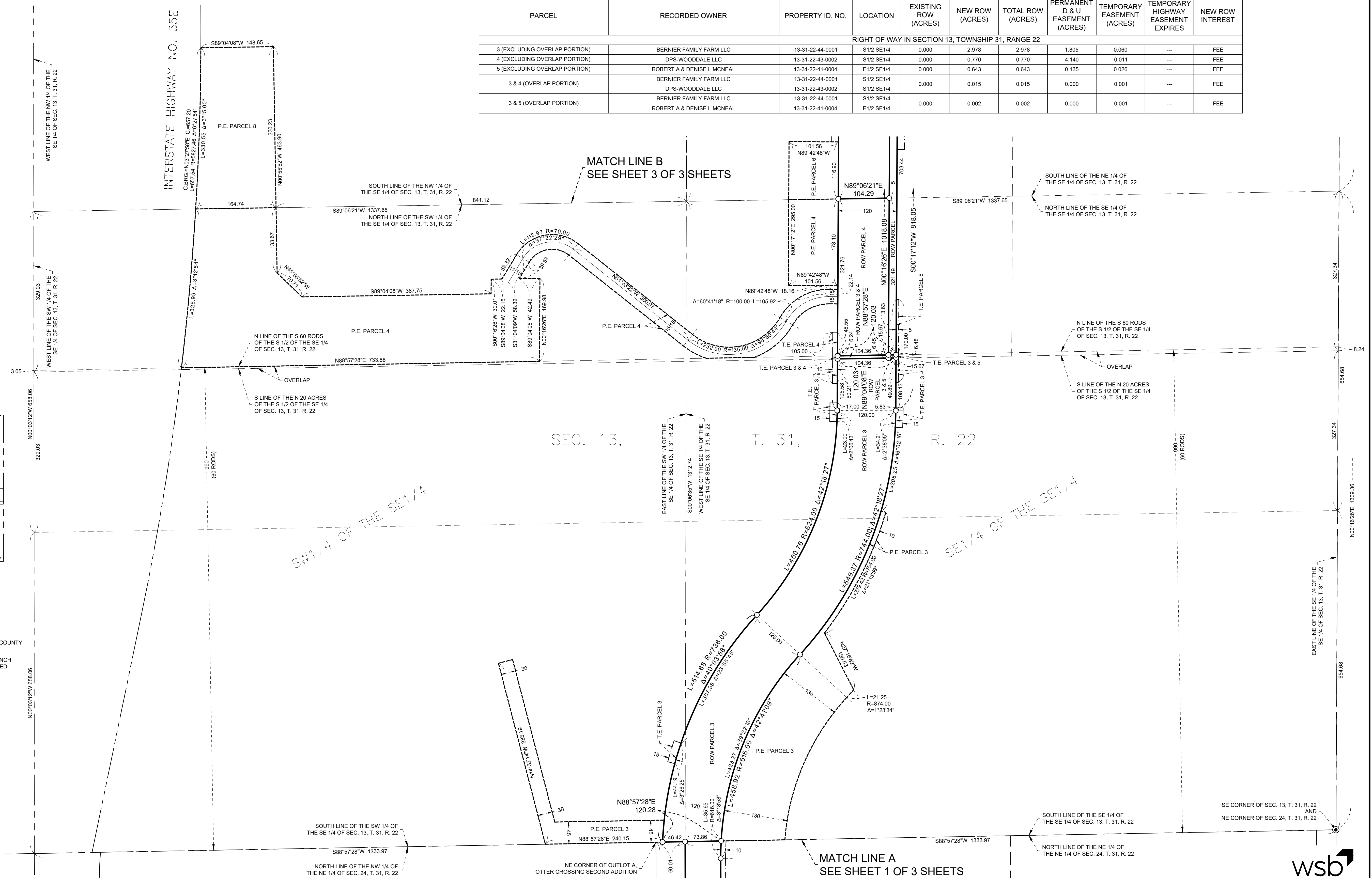
OTTER LAKE ROAD

PARCEL	RECORDED OWNER	PROPERTY ID. NO.	LOCATION	EXISTING ROW (ACRES)	NEW ROW (ACRES)	TOTAL ROW (ACRES)	PERMANENT D & U EASEMENT (ACRES)	TEMPORARY EASEMENT (ACRES)	TEMPORARY HIGHWAY EASEMENT EXPIRES	NEW ROW INTEREST
RIGHT OF WAY IN SECTION 24, TOWNSHIP 31, RANGE 22										
1	BLINO LLC	24-31-22-12-0009	NW1/4 NE1/4	0.000	0.212	0.212	0.00	0.196	---	FEE
2	CM PROPERTIES 14 LLC	24-31-22-11-0011	NE1/4 NE1/4	0.000	2.024	2.024	0.232	0.462	---	FEE
2A	CM PROPERTIES 14 LLC	24-31-22-11-0011	NE1/4 NE1/4	0.000	0.106	0.106	0.000	0.000	---	FEE



CITY OF LINO LAKES RIGHT OF WAY PLAT NO. 4
OTTER LAKE ROAD

PARCEL	RECORDED OWNER	PROPERTY ID. NO.	LOCATION	EXISTING ROW (ACRES)	NEW ROW (ACRES)	TOTAL ROW (ACRES)	PERMANENT D & U EASEMENT (ACRES)	TEMPORARY EASEMENT (ACRES)	TEMPORARY HIGHWAY EASEMENT EXPIRES	NEW ROW INTEREST
RIGHT OF WAY IN SECTION 13, TOWNSHIP 31, RANGE 22										
3 (EXCLUDING OVERLAP PORTION)	BERNIER FAMILY FARM LLC	13-31-22-44-0001	S1/2 SE1/4	0.000	2.978	2.978	1.805	0.060	---	FEE
4 (EXCLUDING OVERLAP PORTION)	DPS-WOODDALE LLC	13-31-22-43-0002	S1/2 SE1/4	0.000	0.770	0.770	4.140	0.011	---	FEE
5 (EXCLUDING OVERLAP PORTION)	ROBERT A & DENISE L MCNEAL	13-31-22-41-0004	E1/2 SE1/4	0.000	0.643	0.643	0.135	0.026	---	FEE
3 & 4 (OVERLAP PORTION)	BERNIER FAMILY FARM LLC	13-31-22-44-0001	S1/2 SE1/4							
	DPS-WOODDALE LLC	13-31-22-43-0002	S1/2 SE1/4	0.000	0.015	0.015	0.000	0.001	---	FEE
3 & 5 (OVERLAP PORTION)	BERNIER FAMILY FARM LLC	13-31-22-44-0001	S1/2 SE1/4							
	ROBERT A & DENISE L MCNEAL	13-31-22-41-0004	E1/2 SE1/4	0.000	0.002	0.002	0.000	0.001	---	FEE



DRAFT - 2026-02-27

wsb

SHEET 2 OF 3 SHEETS

Page 94 of 3

IO. 4

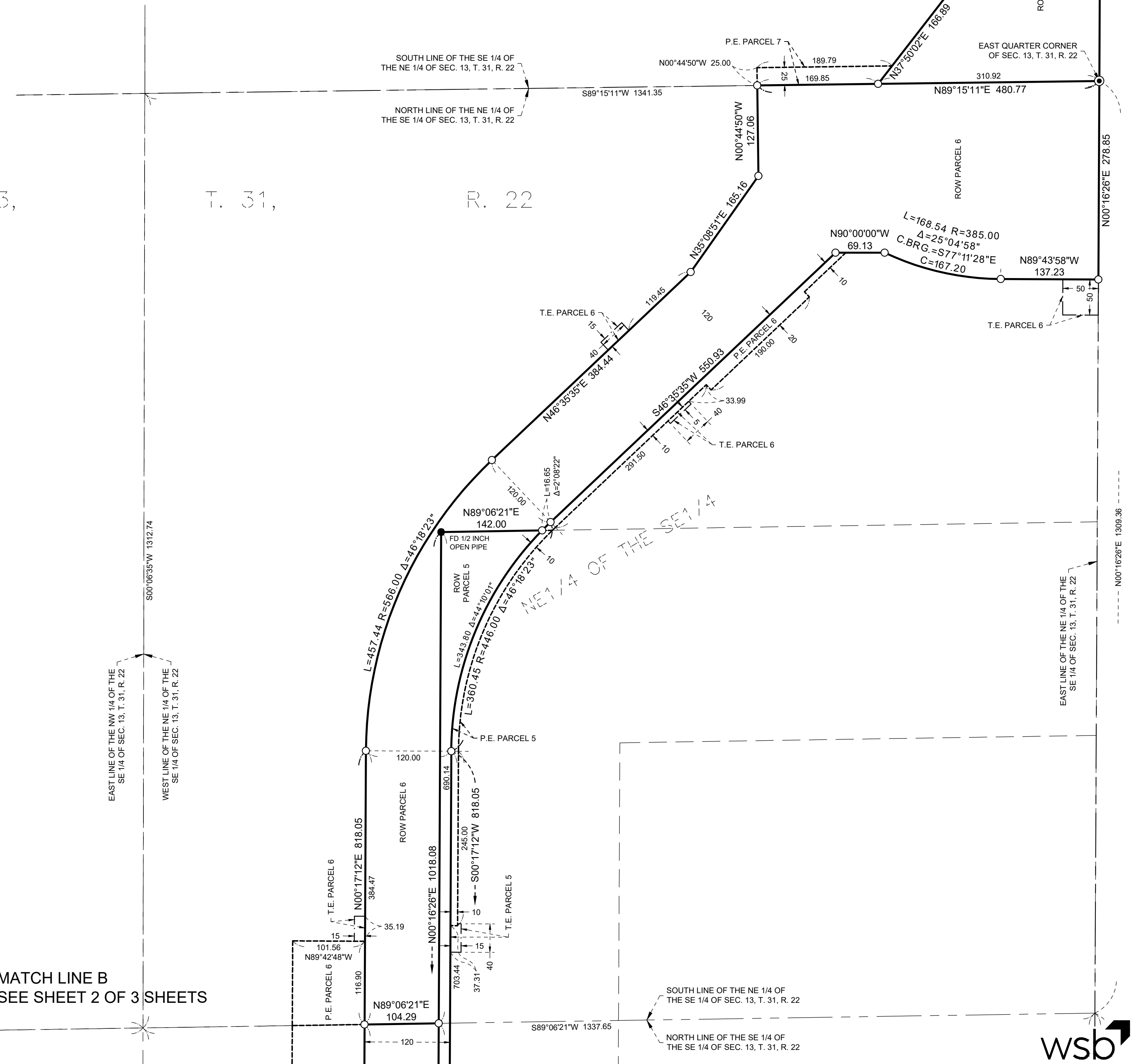


- | | |
|---|---|
| | ROW PLAT BOUNDARY |
|  | PERMANENT DRAINAGE AND UTILITY EASEMENT |
| | TEMPORARY EASEMENT |
| | EXISTING PARCEL LINE |
| | EXISTING ROW LINE |
| | SECTION LINE |

FOR THE PURPOSES OF THIS PLAT
THE NORTH LINE OF THE NORTHEAST
QUARTER OF THE NORTHEAST QUARTER
OF SECTION 24, TOWNSHIP 31, RANGE 22
IS ASSUMED TO BEAR S88°57'28"W.



PARCEL	RECORDED OWNER	PROPERTY ID. NO.	LOCATION	EXISTING ROW (ACRES)	NEW ROW (ACRES)	TOTAL ROW (ACRES)	PERMANENT D & U EASEMENT (ACRES)	TEMPORARY EASEMENT (ACRES)	TEMPORARY HIGHWAY EASEMENT EXPIRES	NEW ROW INTEREST
RIGHT OF WAY IN SECTION 13, TOWNSHIP 31, RANGE 22										
3 & 5 (OVERLAP PORTION)	BERNIER FAMILY FARM LLC ROBERT A & DENISE L MCNEAL	13-31-22-44-0001 13-31-22-41-0004	S1/2 SE1/4 E1/2 SE1/4	0.000	0.002	0.002	0.000	0.001	---	FEE
5 (EXCLUDING OVERLAP PORTION)	ROBERT A & DENISE L MCNEAL	13-31-22-41-0004	E1/2 SE1/4	0.000	0.643	0.643	0.135	0.026	---	FEE
6	DPS-WOODDALE LLC	13-31-22-41-0005	NE1/4 SE1/4	0.000	5.923	5.923	0.449	0.088	---	FEE
7	L. & D. WINTER 2023 CHARITABLE REMAINDER UNITRUST	13-31-22-14-0001	SE1/4 NE1/4	0.000	2.013	2.013	0.103	0.092	---	FEE
8	DPS-WOODDALE LLC	13-31-22-42-0001	NW1/4 SE1/4	0.000	0.000	0.000	1.176	0.000	---	FEE



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

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: March 9, 2029

TOPIC: Consider Resolution No. 26-27, Approving Public Works Building Utilities Comprehensive Plan Amendment

VOTE REQUIRED: Super Majority

INTRODUCTION

Staff is requesting City Council consideration to approval a Comprehensive Plan Amendment to provide for sanitary sewer and water service to the Public Works Building.

BACKGROUND

The City is in the process of completing plans and specifications for a new Public Works building to replace the existing facility at 1189 Main Street. Constructed in 1971, the current buildings are substandard and no longer meet the operational needs of the City. This capital improvement project has been under consideration by the City Council for more than 15 years. In 2025, the City retained Oertel Architects to design the new facility and RJM Construction to serve as construction manager. The design phase is nearing completion, with construction anticipated to begin in May 2026.

The existing facility is currently served by on-site well and sewage treatment systems. Following review of site constraints, high ground water table, facility operations and fire protection requirements, connection to municipal utilities is preferred option for potable water supply and wastewater disposal. Extension of municipal utilities to the site requires amendment to the 2040 Comprehensive Plan to change the properties Utility Staging Designation from Stage 3 (Post 2040) to Stage 1A (2018- 2025).

ANALYSIS

Existing Conditions

The existing public works facility is located on a 28-acre parcel, divided diagonally by a large wetland and floodplain complex. The property is currently served by onsite septic system and well. City Hall park is also located on the property. One softball field and the ice hockey rink will be removed as part of the project. Three new pickleball courts will be added as part of the improvements to the site.

The City published notice of the public hearing and proposed change in the official newspaper.

Land Use Plan

The site is currently guided public/semi-public in the 2040 Comprehensive Plan. No change is proposed.

Utility Staging Plan

The property currently lies within the Stage 3 Planned Service Area (Post 2040). The amendment proposes to change the City's property to Stage 1A Planned Service Area (2018 – 2025).

Sanitary Sewer

The public works property lies with sanitary sewer subdistrict 2C which is intended to be served by a future sanitary sewer lift station that pumps effluent to the sanitary sewer trunk line along Lake Drive (subdistrict 2B), west of the site. The City is proposing to construct a small pump station that will only service the proposed building. No additional areas of subdistrict 2C will be served by this line. Projected flows from the Public Works building will likely be rerouted to a future larger Lift Station serving subdistrict 2C when it develops. The balance of subdistrict 2C is not intended to develop until after 2040.

The limited flows from the public works station are within the available capacity and projected flows of Sewer District 2.

Water

A 12" water main will be extended from either 81st Avenue or Janes Avenue to service the site. The water main will serve as a future trunk line for service within district 2C and as a possible distribution line for a future well field near Public Works, identified in the City's comprehensive plan. The planned water use of approximately 2.4 million gallons a year is within the available capacity of the existing system and our permitted annual appropriation of 900 million gallons.

In summary:

1. The 28-acre public works property will be changed from Stage 3 Planned Service Area to Stage 1A Planned Service Area on the Utility Staging Map.
2. No other property outside of the existing Stage 1A area will be served by the proposed extension without an amendment to the City's Comprehensive Plan.
3. No utility service stubs will be provided to abutting properties outside of the Stage 1A Urban Service Area.

Consistency with the Comprehensive Plan

The proposed amendments are supported by and consistent with the Sanitary Sewer

(Chapter 8) goals and policies as noted below:

Goal 1c. Provide for the capacity and extension of sanitary sewer to developed areas of the city currently served by on-site systems.

The proposed amendments are supported by and consistent with the Community Facilities (Chapter 11) goals and policies as noted below:

Goal 3. Maintain quality public facilities and the full complement of city services to the residents of Lino Lakes.

Findings of Fact

The following are Findings of Fact for the Comprehensive Plan Amendment:

1. The proposed 2040 Comprehensive Plan amendment is necessary to provide municipal services to the City's Public Works Building.
2. The Public Works property is guided Public-Semi Public and no change to the 2040 Land Use is proposed.
3. Only the Public Works property is proposed to be served by the proposed pump station and force main.
4. The proposed staging plan changes are consistent with the policy text for the 2040 Comprehensive Plan.
5. No changes to growth forecasts are anticipated or proposed as a result of the proposed change.
6. The proposed amendment is consistent with Sanitary Sewer Plan planned infrastructure improvements and simply allows those improvements to occur earlier.
7. The proposed amendment is consistent with Water Supply Plan, planned infrastructure improvements and simply allows those improvements to occur earlier.
8. The municipal utility service will be limited to the Public Works Building and no other properties outside of the Stage 1A Planned Service Area will be allowed to connect without an amendment to the Comprehensive Plan.
9. Municipal sanitary sewer services are not being provided to any properties outside of the Stage 1A Planned Service Areas and no special assessments are proposed for properties abutting the proposed extension.

PLANNING AND ZONING BOARD

The Planning and Zoning Board held a public hearing on February 11, 2026. The City published notice of the proposed change in the official newspaper. There were no public comments and the board unanimously recommended approval.

METROPOLITAN COUNCIL

If approved by the City Council, the amendment will be submitted to Metropolitan Council for review and determination that the amendment is in conformance with regional policies.

RECOMMENDATION

Staff recommends approval of the Public Works Building Comprehensive Plan Amendment.

ATTACHMENTS

1. Resolution No. 26-27
2. General Location map
3. Site Constraints Map
4. 2040 Future Land Use Map
5. Existing 2040 Utility Staging Plan
6. Proposed 2040 Utility Staging Plan
7. Sewer Subdistrict and Utility Routing Map

**CITY OF LINO LAKES
RESOLUTION NO. 26-27**

**APPROVING COMPREHENSIVE PLAN AMENDMENT FOR PUBLIC WORKS
BUILDING PROPERTY**

WHEREAS, the City is proposing to construct a new Public Works building at 1189 Main Street, and

WHEREAS, the property (Anoka County Property Identification Numbers 04-31-22-44-0001 and 04-31-22-44-0004) is currently served by an individual subsurface sewage treatment system and private well; and

WHEREAS, the City finds that it is in the best interest of the public health, welfare and safety to extend municipal sewer and water utilities to service the property as part of the construction project, and

WHEREAS, the land use of the parcel is currently guided Public/Semi-Public in the City's 2040 Comprehensive Plan and located in a Stage 3 (post 2040), Planned Service area; and

WHEREAS, it is necessary to amend the 2040 Comprehensive Plan, Utility Staging Plan, to change the Planned Service Area from Stage 3 to Stage 1A to service the property, and

WHEREAS, the Planning and Zoning Board following published notice, held a public hearing on February 11, 2026 and recommended approval of the proposed amendment,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the Comprehensive Plan is hereby amended to:

1. Reclassify the 28-acre Public Works property (Anoka County Property Identification Numbers 04-31-22-44-0001 and 04-31-22-44-0004) from Stage 3 Planned Service Area to Stage 1A Planned Service Area, as shown on attached Exhibit B.

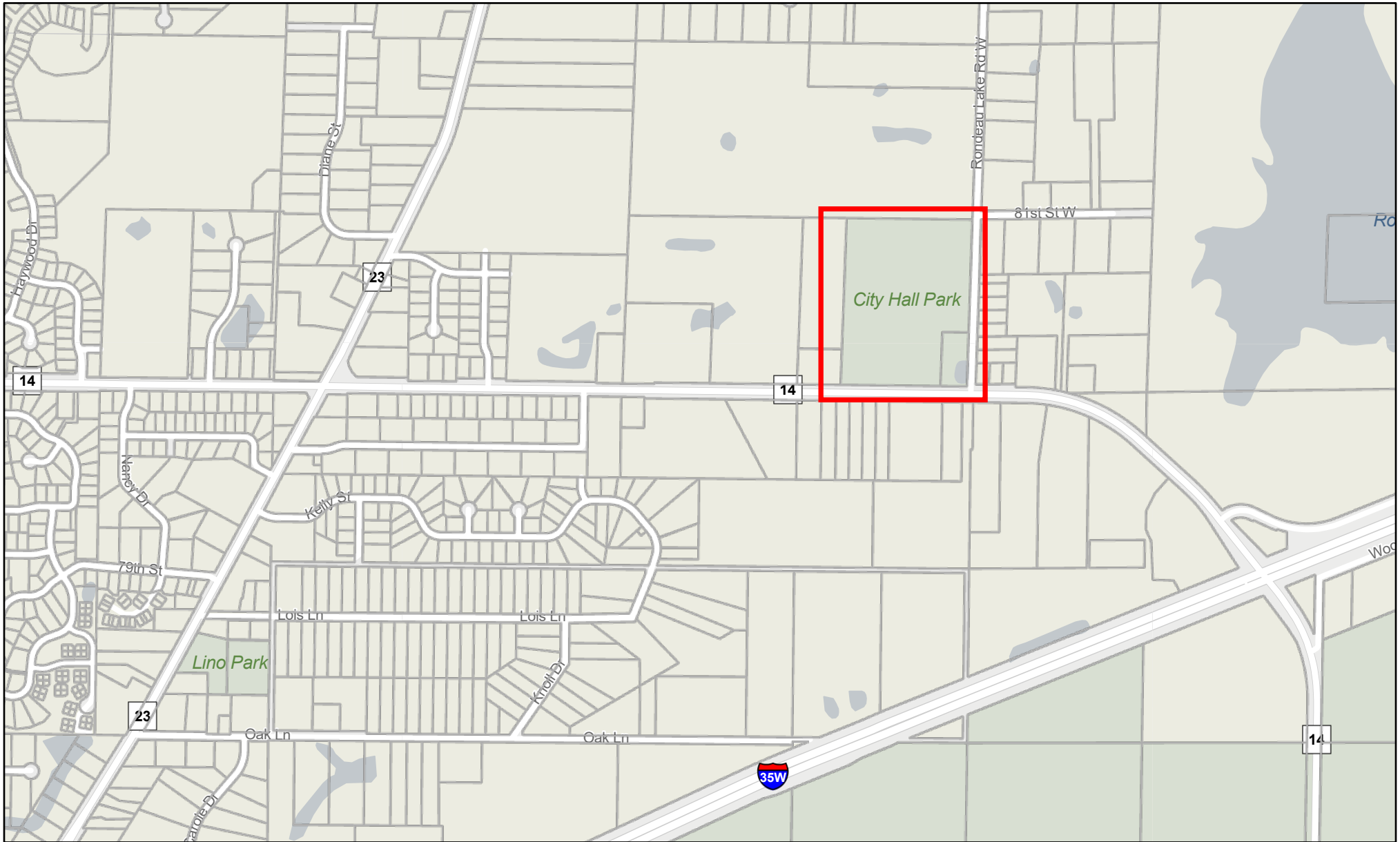
BE IT FURTHER RESOLVED, that municipal utility service will be limited to the Public Works Building and no other properties, outside of the State 1A Planned Service Area, will be allowed to connect without an amendment to the Comprehensive Plan.

Adopted by the City Council of the City of Lino Lakes this 9th day of March, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk



1 in = 1,000 Ft

PUBLIC WORKS COMPREHENSIVE PLAN AMEMDMENT

GENERAL LOCATION MAP



PUBLIC WORKS COMPREHENSIVE PLAN AMENDMENT
SITE CONSTRAINTS MAP



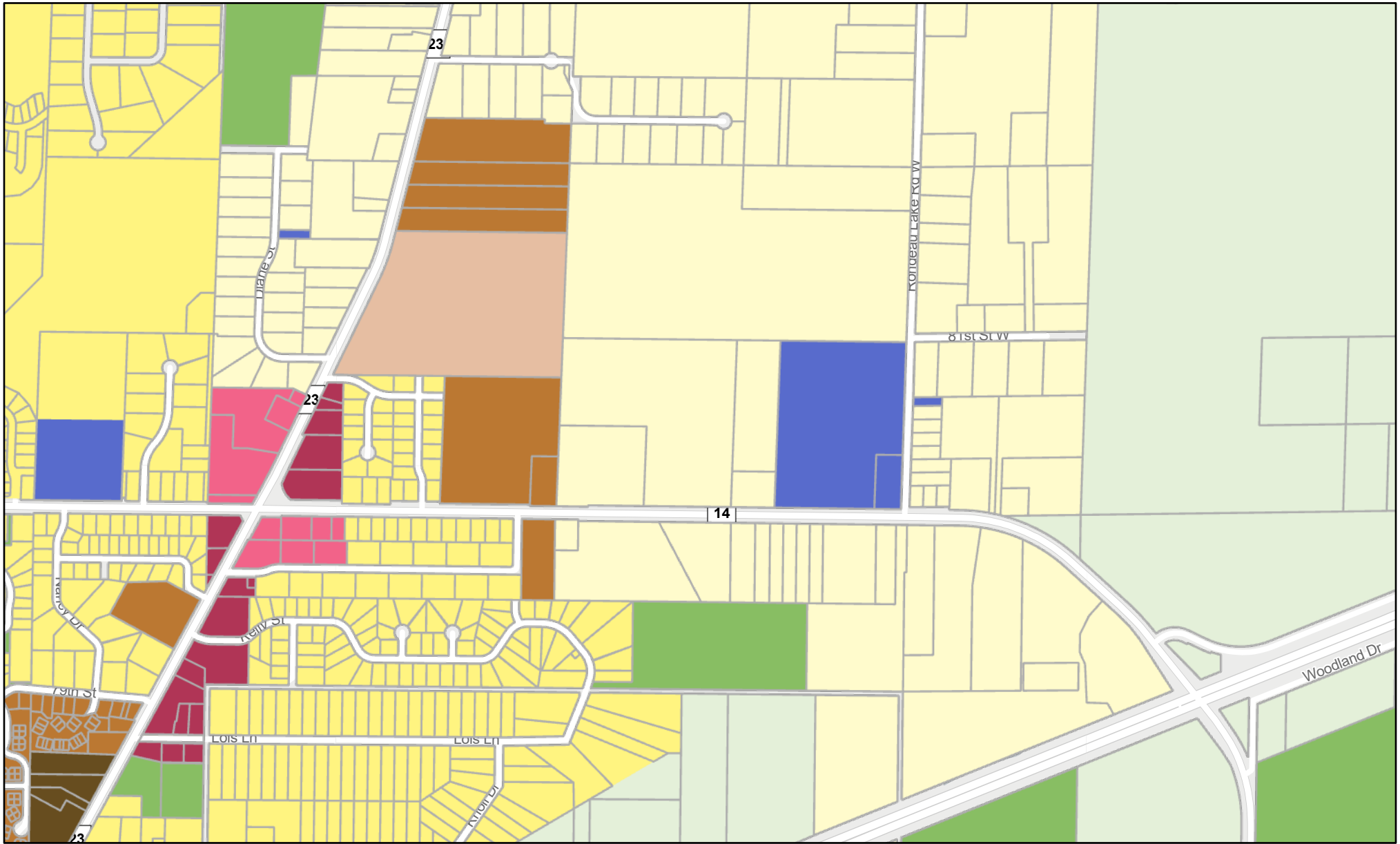
1 in = 200 Ft

-  Parcels
-  Wetland Delineations
-  RCWD Floodplain



February 6, 2026

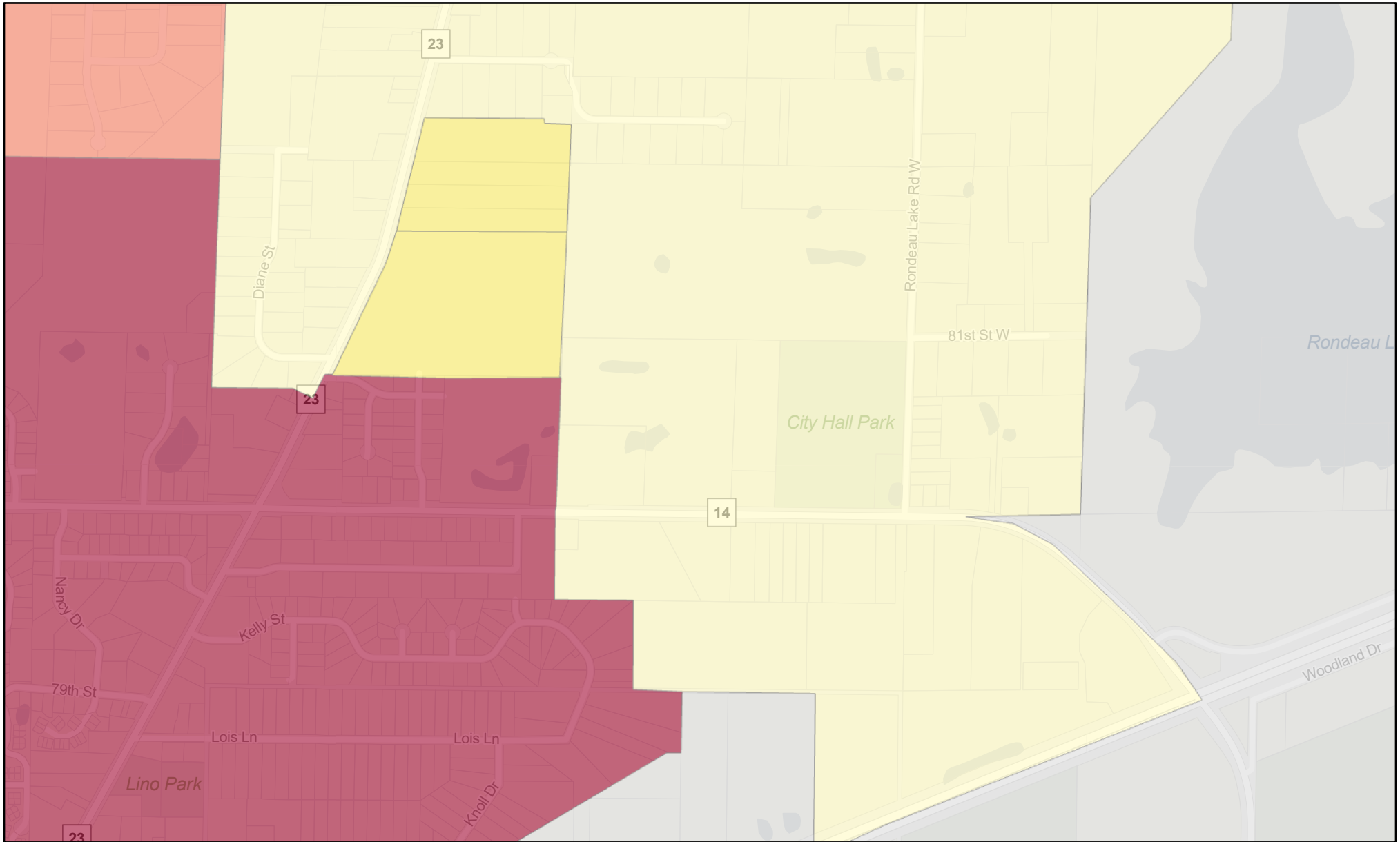
Map Powered By Datafi



1 in = 1,000 Ft

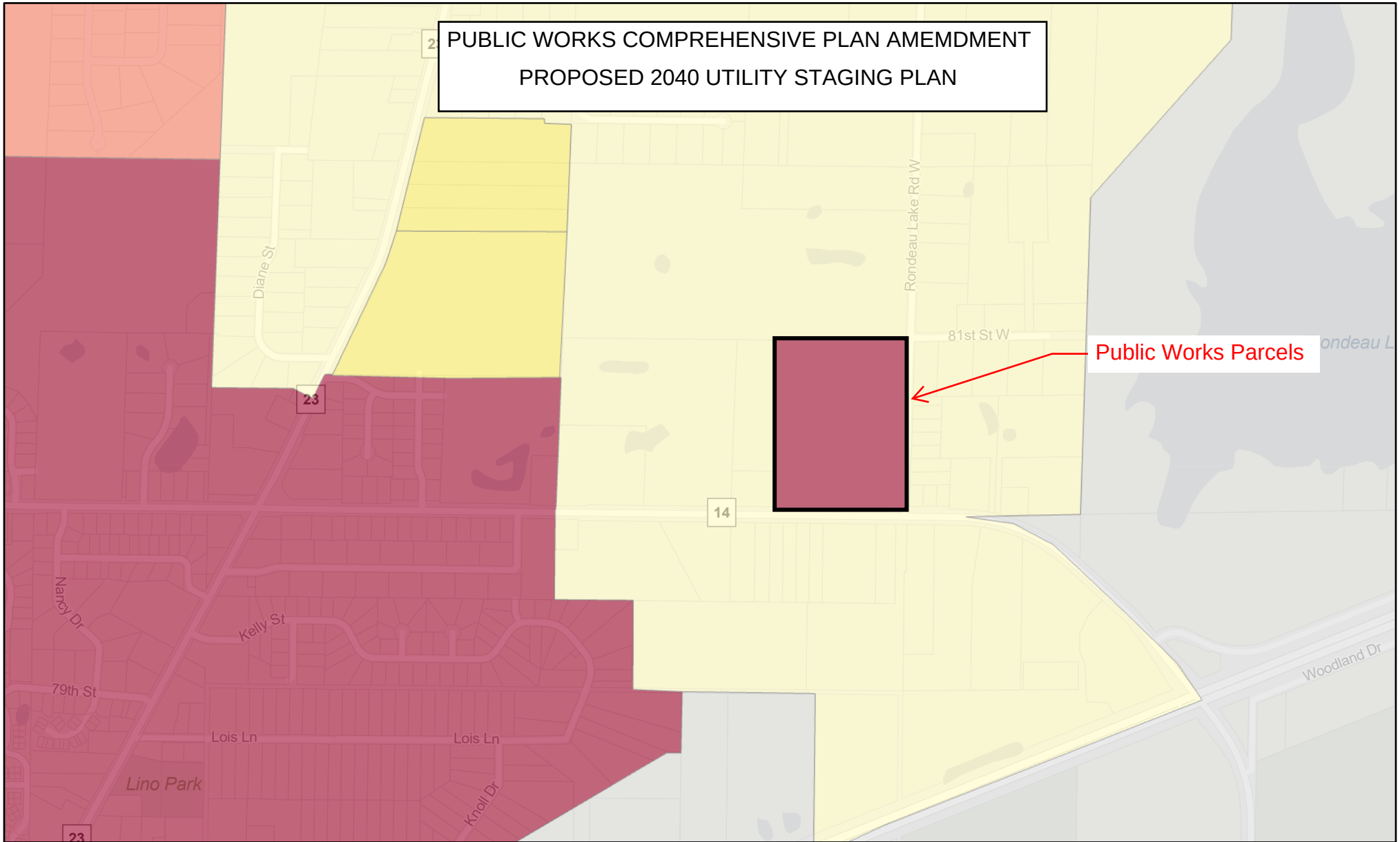
- | | | |
|-------------------------|----------------------------------|-------------------------|
| Parcels | Medium Density Residential | Commercial |
| Permanent Rural | High Density Residential | Civic and Institutional |
| Urban Reserve | Planned Residential / Commercial | Parks and Open Space |
| Low Density Residential | Signature Gateway District | |





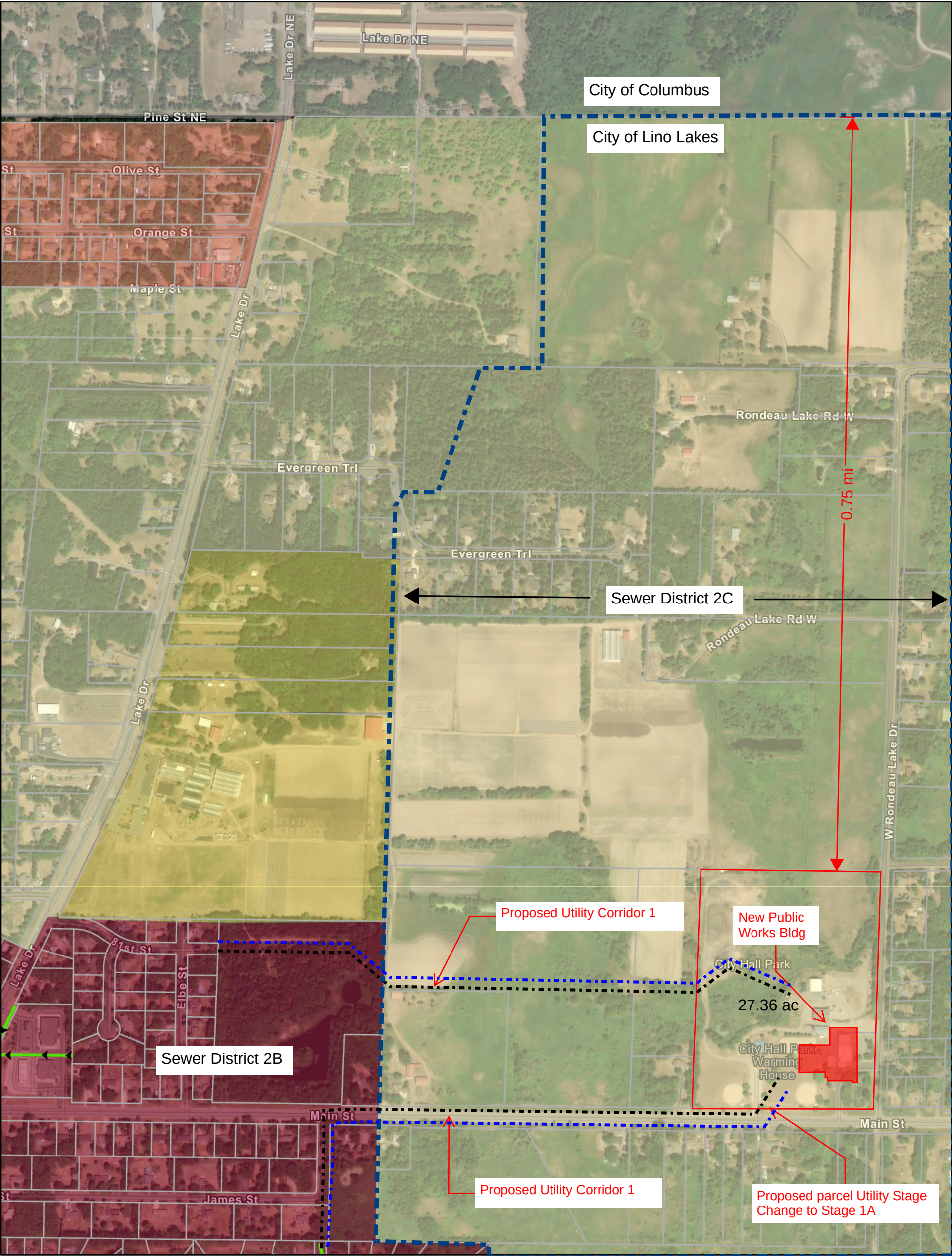
- Stage 1A Planned Service Area (2018 - 2025)
- Stage 1B Planned Service Area (2025 - 2030)
- Stage 2B Planned Service Area (2035 - 2040)
- Stage 3 Planned Service Area (Post 2040)
- No Service





- Stage 1A Planned Service Area (2018 - 2025)
- Stage 1B Planned Service Area (2025 - 2030)
- Stage 2B Planned Service Area (2035 - 2040)
- Stage 3 Planned Service Area (Post 2040)
- No Service





- Sewer Gravity Mains
- Parcels
- Stage 1A Planned Service Area (2018 - 2025)
- Stage 1B Planned Service Area (2025 - 2030)
- Stage 2B Planned Service Area (2035 - 2040)
- Stage 3 Planned Service Area (Post 2040)
- City Mask

New Public Works Building
1189 Main Street
PIN: 04-31-22-44-0001

2040 Land Use: Civic/Institutional
Proposed 2040 Land Use: Civic/Institutional

Current 2040 Stage: Stage 3 (Post 2040)
Proposed 2040 Stage: Stage 1A (2018-2025)

Proposed Building Size:
92,054 SF
24 SAC Units

1 in = 500 Ft



N
January 16, 2026
Map Powered By Datafi

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

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: March 9, 2026

TOPIC: Resolution 26-28, Approving AT&T Utility Relocation Agreement, Public Works Building

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council approval of the 1st Amendment to Option and Structure Lease Agreement with AT&T to address Cell Tower utility relocations at the public works site.

BACKGROUND

The City owns and leases space for cellular services on an existing monopole tower at the Public Works site. With the pending public works building construction both power and fiber utilities will need to be relocated. The existing lease agreement with AT&T requires the landlord (City) to participate in relocation costs. Staff has worked with the City Attorney and AT&T to draft an agreement to share costs for the relocation.

Under the proposed amendment AT&T and the City will split the relocation costs equally with the City's share not to exceed \$25,000 dollars. Following relocation, the city will survey the easement location, prepare a legal description and grant a 10-foot wide "non-exclusive easement" over the route.

RECOMMENDATION

Staff is recommending approval of Resolution No. 26-28.

ATTACHMENTS

1. Resolution No. 26-28
2. First Amendment to Option and Structure Lease Agreement

**CITY OF LINO LAKES
RESOLUTION NO. 26-28**

**RESOLUTION APPROVING FIRST AMENDMENT TO OPTION AND STRUCTURE
LEASE AGREEMENT, PUBLIC WORKS CELLULAR TOWER**

WHEREAS, the City and New Cingular Wireless PCS, LLC (“Tenant”) entered into an Option and Structure Lease Agreement, dated June 27, 2025, for facilities located at 1189 Main Street, Lino Lakes, Minnesota (Public Works property), and

WHEREAS, due to the 2026 Public Works reconstruction project the City and Tennant desire to amend the Agreement to allow for a Tenant utility relocation, and

WHEREAS, the City and Tennant desire to amend the Agreement in accordance with the First Amendment to Option and Structure Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the First Amendment to Option and Structure Lease Agreement, attached hereto at Exhibit A, is hereby approved and the Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City.

Adopted by the City Council of the City of Lino Lakes this 9th day of March, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

EXHIBIT A

Market: Northern Plains (MN)
Cell Site Number: MNL01130
Cell Site Name: Hwy 14 & 23
Fixed Asset Number: 10102784

FIRST AMENDMENT TO OPTION AND STRUCTURE LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND STRUCTURE LEASE AGREEMENT (“**First Amendment**”), is dated to be effective as of the latter of the signature dates below, by and between City of Lino Lakes, a municipal corporation, having a mailing address of 600 Town Center Parkway, Lino Lakes MN 55014 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into an Option and Structure Lease Agreement dated June 27, 2005, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 1189 Main St., City of Lino Lakes, County of Anoka, State of Minnesota (collectively, the “**Agreement**”); and

WHEREAS, due to a 2026 Landlord Public Works Development Project, Landlord and Tenant desire to amend the Agreement to allow for a Tenant utility relocation; and

WHEREAS, Landlord and Tenant desire to amend the Agreement further as set forth below.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

- 1. Utility Relocation Costs.** Landlord and Tenant agree to equally share the total cost of the Tenant’s utility relocation, provided, however, that Landlord’s share of the utility relocation costs shall not exceed Twenty-five Thousand and 00/100 Dollars (\$25,000.00) (“Landlord’s Relocation Share”). Tenant shall coordinate and pay for all required utility relocation costs up front with the utility service providers, i.e. Lumens and Connexus. Upon the completion of the utility relocation project and final billing, Tenant shall notify Landlord of the Landlord’s Relocation Share, and Landlord shall reimburse Tenant for Landlord’s Relocation Share within sixty (60) days of receipt of such notice. This Paragraph of the First Amendment shall supersede Paragraph 7 of the Agreement with respect to the 2026 Landlord Public Works Development Project.
- 2. Utility Easement.** By separate recordable instrument to be approved and recorded after the relocated easement location is determined as provided for in this Paragraph, Landlord will grant to Tenant a ten foot (10’) wide non-exclusive easement over the approved utility relocation route, which is generally shown in the new “**Exhibit 1A**” and is attached to this First Amendment, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto. The form of the non-exclusive easement to be granted by Landlord is attached hereto as “**Exhibit B.**” Once the relocation of the utilities has been completed, Tenant shall professionally survey the relocated utility easement location to create a legal description of the 10 foot (10’) wide non-exclusive utility easement.

Tenant shall be responsible for the costs of preparing and recording the utility easement and an amendment to the recorded memorandum of lease, which indicates the new location of the relocated utility easement. Landlord shall cooperate with approving and executing the utility easement and amendment to the memorandum of lease. The utility easement legal description shall replace the route shown in Exhibit 1A and be attached to the amendment of the memorandum of lease and recorded in the real estate records of Anoka County by Tenant.

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
4. **Capitalized Terms.** All capitalized terms used but not defined in this First Amendment shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be effective as of the latter of the signature dates below.

LANDLORD:

City of Lino Lakes,
a municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Andrew Sackreiter
Its: Director
Date: _____

|

[illegible]

Notary Seal

My Commission Expires: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

Notary Seal

My Commission Expires: _____

EXHIBIT 1A

NEW 10FT WIDE UTILITY EASEMENT



Exhibit B

Template Non-Exclusive Utility Easement

PERMANENT NON-EXCLUSIVE UTILITY EASEMENT

THIS INSTRUMENT is made this _____ day of _____, 2026, by the City of Lino Lakes, a municipal corporation under the laws of Minnesota (“Grantor”), in favor of New Cingular Wireless PCS, LLC, a Delaware limited liability company (“Grantee”).

Recitals

A. Grantor is the fee owner of the following described property in Anoka County, Minnesota (the “Property”):

Parcel A:

The Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) of Section 4, Township 31, Range 22, Anoka County, Minnesota. EXCEPT the West 10 acres thereof. EXCEPT the East 233 feet of the South 468 feet of Section 4, Township 31, Range 22, Anoka County, Minnesota. EXCEPT Parcel 60 of Anoka County Highway Right-of-Way Plat No. 25.

Parcel B:

The East 233 feet of the South 468 feet of Section 4, Township 31, Range 22, Anoka County, Minnesota. EXCEPT Parcel 61 of Anoka County Highway Right-of-Way Plat No. 25. ~~ENTER LEGAL DESCRIPTION OF OVERALL PROPERTY~~ PART OF THE SE1/4 OF SE1/4 OF SEC 4 TWP 31 RGE 22, EX W 10 ACRES THEREOF, ALSO EX E 233 FT OF S 468 FT OF SD 1/4 1/4, EX RDS

B. Grantor desires to grant to the Grantee an easement over a portion of the Property, according to the terms and conditions contained herein.

Terms of Utility Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee a non-exclusive utility easement as legally described and depicted in the attached Exhibit A (the "Easement Area"):

A permanent non-exclusive easement for utility purposes, together with the right to construct, operate and maintain such utility lines, wires, circuits, and conduits, associated equipment cabinets, and such appurtenances thereto, within, over, under and across the described Easement Area in the County of Anoka, State of Minnesota.

2. Scope of Easement. The easement includes the right of the Grantee, its contractors, agents, and employees to enter upon said Easement Area at all reasonable times for the purposes of constructing, operating, and maintaining such utility lines, wires, circuits, and conduits, associated equipment cabinets, and such appurtenances thereto.

3. Restoration. Notwithstanding the foregoing easement rights, Grantee shall restore the Easement Area to as near the original condition as reasonably possible after use of the Easement Area or the exercise of the rights granted to the Grantee by this Easement.

4. Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement herein.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this _____ day of _____, 2026.

[signature page to follow]

CITY OF LINO LAKES

Rob Rafferty, Mayor

Roberta Colotti, City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026
by Rob Rafferty and Roberta Colotti, as Mayor and City Clerk, respectively, on behalf of the City of
Lino Lakes, a municipal corporation under the laws of Minnesota.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014

Exhibit A
~~Drainage &~~ Utility Easement Description and Sketch

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

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: March 9, 2026

TOPIC: Resolution No. 26-31, Approving Resolution Agreement with WSB, LLC, MDH Correction Orders, 2025 Street Reconstruction Project

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting City Council consideration of the Resolution Agreement between the City of Lino Lakes and WSB LLC establishing responsibilities, cost allocations, and corrective actions required to address Minnesota Department of Health (MDH) Correction Orders related to well–sanitary sewer separation violations discovered following the 2025 Utility and Street Reconstruction Project.

BACKGROUND

During the 2025 project, new sanitary sewer facilities were installed in the Pine Haven and Colonial Woods neighborhoods. After construction, WSB—serving as the City’s engineer—identified that the sewer alignment was installed within 50 feet of private wells on 20 properties, contrary to Minnesota Rules. MDH issued Correction Orders (Nos. 250026 and 250027) on September 25, 2025, requiring relocation of the sanitary sewer or capping of wells. MDH later granted the City an extension for compliance to November 30, 2026.

Under the 2014 engineering services contract, WSB is obligated to indemnify the City for damages, liability, and costs arising from negligent errors or omissions. The proposed Agreement formalizes corrective responsibilities, reimbursement procedures, and long-term obligations.

Staff and WSB representatives met with the City Council on December 1, 2025, to discuss proposed remedies. Staff subsequently contacted all of the property owners affected by the correction orders to review options. The City also held a neighborhood meeting with the Pine Haven neighborhood to present the proposed resolution and obtain resident feedback. Following the neighborhood meeting staff continued discussions with WSB to address resident

concerns. Based on these discussions an agreement was prepared to establish responsibilities, cost allocations, and corrective actions addressing both MDH and resident concerns.

Summary of Agreement terms

Affected Properties

There are 20 total properties affected by the project, divided into two groups:

- Connected Properties (5) — These are properties that have already connected to municipal water and have had their wells sealed or have contracted for sealing.
- Non-Connected Properties (15) — These are properties that still have unsealed wells and have not applied for utility connection permits.

Corrective Work and Cost Responsibilities

- WSB is responsible for all costs associated with connecting properties to municipal water and sealing wells that do not meet MDH setback requirements.
- Costs include excavation, installation, backfilling, restoration, and all water connection charges and permit fees for Connected Properties.

Reimbursement and Payment Procedures

Connected Properties:

- Properties that have already been connected to water will be reimbursed for the cost of installation upon submittal of contract invoices and proof of payment; WSB reimburses within 30 days.
- Properties will be reimbursed for the 2025 water connection charges and permit fees paid totaling \$8,619.30 per property, payable within 30 days of Agreement execution.

Non-Connected Properties:

- WSB will pay the 2026 water connection charges (\$7,623) directly to the City when permits are pulled.
- WSB pays the construction cost for connection to water.
- Property owners may hire their own contractor; WSB will reimburse up to a maximum of 10% over the City's bid price.
- The City will waive inspection fees.

Contracting and Oversight

- The City will procure contractors for corrective work unless a property owner opts to use their own contractor.
- WSB will design, bid, administer, and oversee corrective work as City Engineer.
- WSB reimburses the City within 30 days of invoicing for all corrective work costs.

Additional Provisions

- Well Testing: WSB will pay for pre-sealing testing and provides results within 15 business days.
- Timeline: Best efforts will be made to complete all work by November 30, 2026; WSB remains responsible for MDH-related costs through November 30, 2031, for properties refusing work unless MDH determines no corrective action is required.
- Utility Credit: A \$1,000 water utility credit will be provided to each affected property; WSB funds \$500 per property. The City water utility will cover the remaining credit.
- Property Owner Releases: WSB prepares releases including access authorization, claim release, and utility credit information; City approves final language.
- Administrative and Legal Costs:
 - WSB pays \$5,000 for non-legal administrative costs.
 - WSB pays all City legal fees incurred to date and future legal fees related to the correction orders.
 - WSB Internal Costs: WSB will not bill the City for any of its own costs related to the correction orders.

The Agreement ensures that WSB—not the City—bears the full cost of corrective work, reimbursements, legal fees, and administrative expenses associated with the MDH correction orders. The City's only financial participation is its share of the \$1,000 utility credit per property.

Once approved staff will coordinate with WSB to contact all affected property owners to review the agreement parameters and begin gather information for corrective actions.

RECOMMENDATION

Motion to approve the Resolution Agreement between the City of Lino Lakes and WSB LLC regarding corrective actions and cost responsibilities associated with MDH Correction Orders Nos. 250026 and 250027.

ATTACHMENTS

1. Resolution No 26-31
2. Resolution Agreement

**CITY OF LINO LAKES
RESOLUTION NO. 26-31**

**RESOLUTION APPROVING THE RESOLUTION AGREEMENT BETWEEN THE CITY OF
LINO LAKES AND WSB LLC REGARDING MDH CORRECTION ORDERS FOR 20
AFFECTED PROPERTIES**

WHEREAS, the City of Lino Lakes (“City”) and WSB LLC (“WSB”) are parties to a January 1, 2014 Professional Services Contract under which WSB provides engineering services to the City; and

WHEREAS, as part of the City’s 2025 Utility and Street Reconstruction Project, sanitary sewer facilities were installed within 50 feet of private wells on 20 properties in the Pine Haven and Colonial Woods neighborhoods, contrary to Minnesota Rules without a variance; and

WHEREAS, WSB, serving as the City’s engineer for the project, identified the setback issue following construction, and the Minnesota Department of Health (“MDH”) subsequently issued Correction Orders Nos. 250026 and 250027 on September 25, 2025; and

WHEREAS, MDH has granted the City an extension until November 30, 2026 to complete the required corrective actions; and

WHEREAS, under the 2014 Contract, WSB is obligated to indemnify and hold the City harmless for damages, liability, and costs arising from negligent errors or omissions in the performance of professional services; and

WHEREAS, the City and WSB have negotiated a Resolution Agreement establishing responsibilities, corrective actions, reimbursement procedures, and long-term obligations necessary to resolve the issues identified in the MDH Correction Orders; and

WHEREAS, the City Council finds that approval of the Resolution Agreement is in the best interest of the City and its residents, ensures compliance with MDH requirements, secures reimbursement for City costs associated with corrective work and provides relief to affected property owners .

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

1. The Resolution Agreement between the City of Lino Lakes and WSB LLC, attached hereto as Exhibit A, is hereby approved.
2. The Mayor and City Clerk are authorized to execute the Agreement on behalf of the City.

3. City staff are directed to implement the terms of the Agreement, including coordination with WSB, affected property owners, and MDH to ensure timely completion of corrective actions.
4. All actions taken by City staff to date in furtherance of the Agreement are hereby ratified and approved.

Adopted by the City Council of the City of Lino Lakes this 9th day of March, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

Exhibit A

EXHIBIT A

RESOLUTION AGREEMENT

THIS RESOLUTION AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2026, by and between the CITY OF LINO LAKES, MINNESOTA (the “City”) and WSB LLC (“WSB”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS WSB and the City are parties to that certain contract dated January 1, 2014 (the “Contract”), under which WSB agrees to provide city engineer services to the City;

WHEREAS, as part of the City’s 2025 Utility and Street Reconstruction Project (the “Project”), the City installed new sanitary sewer facilities within certain right of way in the Pine Haven and Colonial Woods neighborhoods;

WHEREAS, WSB served as the City’s engineer for the Project;

WHEREAS, following the construction of the Project, WSB discovered that the sanitary sewer line was installed within 50 feet of wells located on 20 properties identified in Exhibit A (collectively, “the Properties”), contrary to Minnesota Rules absent a variance from the Minnesota Department of Health (“MDH”);

WHEREAS, WSB then sought a variance on behalf of the City due to the unavailability of another location for the sanitary sewer line which would meet the 50 foot requirement but the variance request was not considered by MDH;

WHEREAS, the MDH issued correction orders (Correction Order Nos. 250026 and 250027) for the Properties dated September 25, 2025, which required corrective action completed on or before November 13, 2025;

WHEREAS, the MDH has subsequently granted the City an extension until November 30, 2026 to complete the necessary remedial measures;

WHEREAS, pursuant to the Contract and confirmation via letter from WSB dated October 1, 2025, WSB must indemnify and hold the City harmless from damages, liability, and cost – including reasonable attorneys’ fees – to the extent caused by WSB’s negligent errors or omissions in the performance of professional services on behalf of the City;

WHEREAS, in settlement of the dispute, the Parties have agreed to certain corrective actions to be taken with respect to the Properties and the Parties’ responsibility for the costs associated with the corrective actions; and

WHEREAS, the Parties now wish to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the Parties agree as follows:

1. **Scope of Properties.** The 20 Properties are made up of the Connected Properties and the Non-Connected Properties, as each are defined below. The use of the term “Property” or “Properties” shall include both Connected Properties and Non-Connected Properties.

- a. **Connected Properties.** The parties agree that of the 20 Properties, 5 of the Properties have previously applied for utility connection permits, connected to municipal water, and have sealed, or have contracted for sealing of the well located on their property. Those properties are identified as the following:

- i. 8011 Elbe
 - ii. 8032 Danube
 - iii. 954 81st
 - iv. 945 81st
 - v. 904 81st

(collectively the “Connected Properties”).

- b. **Non-Connected Properties.** The parties agree that of the 20 Properties, 15 of the Properties have not previously applied for utility connection permits. These properties currently have an unsealed well that does not meet the setback requirements under Minnesota Rules. Those properties are identified as the following:

- i. 8032 Elbe
 - ii. 8028 Elbe
 - iii. 8024 Elbe
 - iv. 8020 Elbe
 - v. 8016 Elbe
 - vi. 8019 Elbe
 - vii. 8021 Elbe
 - viii. 8025 Elbe
 - ix. 8029 Elbe
 - x. 953 81st
 - xi. 8074 Lake Drive
 - xii. 8020 Danube
 - xiii. 8024 Danube
 - xiv. 8028 Danube
 - xv. 6216 Red Maple Ln

(collectively the “Non-Connected Properties”).

2. **Costs and Responsibilities for Connection to Municipal Water and Well Sealing for Connected Properties.** WSB shall be responsible for the costs incurred or to be

incurred to connect the Connected Properties to municipal water supply and seal the wells located on the Properties that do not meet separation requirements from the mainline sanitary sewer, and all costs for 2025 water connection charges and permit fees. Such costs shall include but are not limited to all construction components for the corrective work, including excavation, installation, backfilling, and surface restoration to a condition substantially similar to that which existed prior to the commencement of the work.

- a. **Completed Well-Sealing.** For those Connected Property property owners who have already completed both the well-sealing and municipal water connection process, the construction costs for sealing the well and connecting to City municipal water supply shall be determined as follows:
 - i. For reimbursement for municipal water connection costs, the property owner and/or its contractor shall provide an invoice showing the total amount paid by the property owner to the contractor for connection to municipal water, and include proof of payment by the property owner.
 - ii. For reimbursement for well-sealing costs, the property owner and/or its contractor shall provide an invoice showing the total amount paid by the property owner to the contractor for well-sealing, and include proof of payment. The property owner and/or contractor must also provide a well-sealing certification or other documentation to confirm that the well-sealing has been properly completed in accordance with Minnesota law.

Such reimbursement shall be made within 30 days of WSB's receipt of documentation verifying the costs incurred. The City shall be copied on all payment correspondence.

- b. **Unfinished Well-Sealing.** For those property owners who have only completed the municipal water connection process but not yet sealed their well, the construction costs for sealing the well and connecting to City municipal water supply shall be determined as follows:
 - i. For reimbursement for municipal water connection costs, the property owner and/or its contractor shall provide an invoice showing the total amount paid by the property owner to the contractor for connection to municipal water, and include proof of payment by the property owner.
 - ii. For well-sealing costs, WSB shall coordinate the work and make payment to the contractor consistent with Section 3 depending on whether the property owner hires a contractor directly (Section 3(b)) or if the City hires the contractor (Section 3(a)).

Such reimbursement for municipal water connection costs shall be made

within 30 days of WSB's receipt of documentation verifying the costs incurred. The City shall be copied on all payment correspondence.

- c. **Municipal Water Connection Charges and Permit Fees.** The 2025 municipal water connection charges to be reimbursed to all Connected Property property owners is as follows:

Trunk	\$2,588
WAC	\$1,628
Special Connection	<u>\$3,280</u>
Total	\$7,496

The permit fees reimbursable to all Connected Property property owners is as follows:

Water Connection Inspection	\$250.00
¾" Domestic Meter + MXU	\$623.30
Sales Tax on Meter	<u>\$ 50.64</u>
Total	\$1,123.30

Such reimbursement for municipal water connection charges and permit fees in the total amount of \$8,619.30 per Connected Property shall be made within 30 days of the date of this Agreement. The City shall be copied on all payment correspondence.

3. **Costs and Responsibilities for Connection to Municipal Water and Well Sealing for Non-Connected Properties.** For all Non-Connected Properties, WSB shall be responsible for the costs of hiring a contractor to perform the work identified herein except, as outlined herein, property owner may choose to hire their own contractor to perform the work and be reimbursed by WSB for those costs. If the property owner's cost of using their own contractor exceeds the costs obtained by the City in a public bidding process, then WSB shall only be responsible for reimbursing the property owner in the amount of the cost for the contractor obtained by the City through the public bidding plus an additional ten (10) percent. The property owner, in their release agreement with the City, shall also acknowledge that there will be no warranties provided by the City or WSB for any work performed by their own contractor. The Parties agree that WSB shall be responsible for the design of the corrective work, any necessary bidding or contract procurement responsibilities as a part of the City's contract, and administration of the City's contracts for corrective work, subject to final approval by the City.

- a. **City Contracts.** The City will, unless otherwise agreed to with specific property owners, enter into the corrective work contract with the contractor(s) selected after following the necessary procurement processes. WSB shall administer and oversee the corrective work as the City engineer. Except as outlined below, the City shall pay the contractor directly for properly performed

work consistent with the applicable contract documents. WSB shall reimburse the City for all costs incurred for the work in this Section 3 within 30 days of the receipt of an invoice from the City.

- b. **Property Owner Contracts.** Upon request from a property owner, that property owner may choose to select their own contractor to perform the necessary work hereunder. WSB shall require a work plan developed by the property owner's contractor to review for compliance with the requirements imposed by the MDH as part of the correction orders. Upon completion of the work, WSB shall reimburse the property owners consistent with the process outlined in Section 2(a) for Connected Property property owners and reimbursement limits specified in Section 3.
- c. **Municipal Water Connection Charges for Non-Connected Properties.** WSB agrees to pay the applicable municipal water connection charges at the time permits are pulled for individual properties. Such payments shall be made directly to the City in accordance with the City's established fee schedule and payment procedures. WSB will obtain permits from the City after an agreement has been executed between the property owner and the City for the corrective work. The City agrees that it will waive its inspection fees permitted under City Code. For 2026, the municipal water connection charges for each Non-Connected Property will be as follows:

Trunk	\$2,666
WAC	\$1,677
Special Connection	<u>\$3,280</u>
Total	\$7,623

- 4. **Well Testing.** WSB agrees to cover the cost of testing the wells prior to sealing. Such testing shall be conducted by a qualified third-party professional in accordance with applicable Minnesota Department of Health standards and regulations. WSB shall provide copies of all test results to the City and the affected property owners within 15 business days of receipt.
- 5. **Overall Project Responsibilities.** The Parties agree both shall use their best efforts to obtain property owner compliance and complete all work on or before November 30, 2026. However, WSB agrees that for Properties that do not agree to the work in 2026, WSB will remain responsible for the costs related to resolving issues with the MDH and property owners incurred prior to November 30, 2031. However, if a property owner has refused corrective work before November 30, 2026, and the MDH makes a determination that the Property no longer requires corrective work by the City or grants the property owner or City a variance negating the need for corrective work, WSB shall no longer be held responsible by the City for corrective work at that Property. Further, if the MDH grants an extension for the timeline for a property owner to comply with the correction orders, the parties agree that the extended deadline should govern the period for when the corrective work must be completed. WSB shall provide written

documentation of any such MDH determination to the City within 5 business days of receipt. The parties understand and agree that WSB remains responsible for its indemnification obligations to the City under the Contract.

6. **Utility Credit.** The City and WSB agree that a \$1,000 water utility credit will be provided to the affected property owners. WSB shall be responsible for 50% of the utility credit for the 20 Properties, representing a total amount of \$10,000. This equates to \$500 per property owner. For each property, WSB shall make this payment to the City within 30 days of the completion of the corrective work. The City will be responsible for the remaining portion of utility credits offered to property owners.
7. **Property Owner Agreement.** WSB will prepare a release for each property owner to sign at the earlier date of when the property owner agrees to the corrective work or reimbursement for work already performed. The release will include at least the following information: consent from the property owner to allow the City, WSB, and any necessary contractors to access the Property to perform the work; a release of claims from the property owner; and information regarding the utility credit offered to the property. The final language in the agreement will be subject to City approval.
8. **Administrative and Legal Costs.** WSB agrees to pay a total sum of \$5,000 for all non-legal administrative costs incurred by the City. This payment shall be made within 30 days of the execution of this Agreement.

WSB agrees to pay the City's legal fees already incurred to date in the amount of \$4,277. WSB also agrees to pay the City's legal fees related to the correction orders. The City shall reasonably attempt to provide WSB notice prior to engaging the attorney for such work and an estimate of the cost and shall keep WSB apprised of the status of legal actions. Payment for legal fees incurred to date shall be made within 30 days of the execution of this Agreement. Payment for future undisputed legal fees shall be made within 45 days of WSB's receipt of an invoice from the City. WSB is entitled to review full billing invoices to confirm reasonableness of billing and subject matter. Where reasonably possible, the City agrees that it will attempt to notify WSB prior to requesting any legal work be performed with respect to the 20 properties. Failure of the City to provide notice does not negate WSB's responsibilities under this Paragraph.

9. **WSB's Costs.** WSB agrees that the City will not be billed for any of WSB's costs associated with the correction orders, including but not limited to administrative costs, professional fees, testing costs, and any other expenses incurred by WSB in fulfilling its obligations under this Agreement.
10. **No Admission of Liability.** This Agreement does not constitute an admission of liability or wrongdoing by any party. Neither this Agreement nor any negotiations, discussions, or proceedings related to this Agreement shall be offered or received as evidence of an admission of liability or wrongdoing by any party.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the

parties and supersedes all prior agreements, understandings, and communications between them, whether oral or written, with respect to the subject matter hereof. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

- 12. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provisions.

Any dispute arising out of or relating to this Agreement shall be venued exclusively in the District Court of Anoka County, Minnesota, and the Parties hereby consent to the personal jurisdiction of such court.

- 13. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 14. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for all purposes.

- 15. Authority to Execute.** Each party represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and that the person signing this Agreement on its behalf has been properly authorized to do so.

signature page to follow

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF LINO LAKES, MINNESOTA

By: _____
Rob Rafferty, Mayor

By: _____
Roberta Colotti, City Clerk

WSB LLC

By: _____

Exhibit A

List of affected properties identified in Correction Order Nos. 250026 and 250027, all located in Lino Lakes, Minnesota:

- 8032 Elbe
- 8028 Elbe
- 8024 Elbe
- 8020 Elbe
- 8016 Elbe
- 8010 Elbe (In MDH letter dated Dec. 3, 2025, MDH determined no correction actions are required for 8010 Elbe and this address was removed from the list)
- 8011 Elbe
- 8019 Elbe
- 8021 Elbe
- 8025 Elbe
- 8029 Elbe
- 954 81st
- 953 81st
- 945 81st
- 904 81st
- 8074 Lake Drive
- 8020 Danube
- 8024 Danube
- 8028 Danube
- 8032 Danube
- 6216 Red Maple Ln