



CITY COUNCIL AGENDA

Monday, June 22, 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)

- Call to Order and Roll Call
- Setting the Agenda: Addition or Deletion of Agenda Items
- A. Review Regular Agenda
- B. City Administrator Update
- C. 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 June 22, 2026 (Check No. 125153 through 125241) in the Amount of \$1,211,251.88
- B. Adopt Resolution 26-124, Authorizing Gambling Permit for the Centennial Football Boosters
- C. Approval of June 1, 2026, City Council Work Session Minutes
- D. Approval of June 1, 2026, City Council Special/Closed Meeting Minutes

- E. Approval of June 8, 2026, City Council Work Session Minutes
- F. Approval of June 8, 2026, City Council Meeting Minutes
- G. Adopt Resolution No. 26-111, Special Event Permit and Temporary Liquor License, American Legion Post 566, 2026 Events
- H. Adopt Resolution No. 26-112, Amending Gypsum Consulting, Inc., Solicitor License
- I. Adopt Resolution No. 26-113, Authorizing the Issuance of a Solicitor License to Pommier Window Washing LLC
- J. Resolution No. 26-116, Approving Property Owner Agreement Prior Connection, 904 81st Street
- K. Hiring of Part-Time Staff for the Rookery Activity Center

2. Finance Department Report

- A. Consider Resolution No. 26-123 Authorizing Preparation of Utility Rate and Restructure Study, Tracy Thoma

3. Administration Department Report

- A. Appointment of Public Works Maintenance Worker, Meg Sawyer

4. Police Department Report

5. Fire Department Report

6. Public Services Department Report

7. Community Development Report

- A. Resolution 26-114, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid, 2026 Trunk Watermain Project, Diane Hankee
- B. Harvest Grange, Katie Larsen
 - i. Approval of 2nd Reading of Ordinance No. 02-26 Rezoning Property from R, Rural to R-2, Two Family Residential and R-3, Medium Density Residential
 - ii. Approval of Resolution No. 26-115 Approving Summary Publication of Ordinance No. 02-26
- C. Otter Lake Road Improvement Project, Michael Grochala
 - i. Consider Resolution No. 26-117, Accepting Bids, Awarding Construction Contract
 - ii. Consider Resolution No. 26-118, Approving Construction Services Contract

with WSB LLC

- iii. Resolution No. 26-119, Approving Encroachment Agreement with Mn Pipe Line Company
- iv. Resolution No. 26-122, Approving Street Lighting Agreement with Connexus Energy

D. Consider Resolution No. 26-120, Approving Local Road Improvement Program Grant Agreement, Grant Terms and Conditions, Michael Grochala

E. Public Works Building. Michael Grochala

- i. Consider Resolution No. 26-121, Approving Professional Services Contract with RJM Construction, Construction Manager as Agent
- ii. ~~Consider Resolution No. 26-108, Approving Encroachment Agreement with Great River Energy~~

8. Unfinished Business

9. New Business

10. Notices and Communications

- A. The Park Board Meeting is July 1st at 6:30 PM in the Council Chambers
- B. The Economic Development Advisory Committee Meeting is July 2nd at 8 AM at City Hall
- C. There is a Closed Meeting of the City Council Immediately Following tonight's Council Meeting, in the Council Work Room for the purpose of conducting the City Administrator's Annual Performance Review

ADJOURNMENT



Expenditures

June 22, 2026

Check #125153 to #125241

\$1,211,251.88

Significant Disbursements this Period:

- North Valley, Inc. - \$359,253.40 – 2026 Street Rehab Pay App 1

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 125153 - 125241

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
06/05/2026	125153	AFSCME COUNCIL #5	Remittance Check	505.76
06/05/2026	125154	INTERNATIONAL UNION OF OPERAT	Remittance Check	630.00
06/05/2026	125155	LAW ENFORCEMENT LABOR SERVICE	Remittance Check	1,606.00
06/08/2026	125156	ANOKA COUNTY	DEED TAX BERNIER PARCELS 3, 3&4, 3&5 RI	1,016.90
06/08/2026	125157	ANOKA COUNTY	DEED TAX FOR PARCEL 2&2A, RIGHT OF WAY	1,379.40
06/08/2026	125158	ANOKA COUNTY	DEED TAX PARCEL 1 RIGHT OF WAY PLAT NO.	215.49
06/08/2026	125159	CONNEXUS ENERGY	TRANSFORMER, BORING & FEES PW ELECTRIC	14,858.00
06/08/2026	125160	CONNEXUS ENERGY	ELECTRICITY	6,792.55
06/22/2026	125161	AFLAC	JUNE 2026 INSURANCE PREMIUMS	322.68
06/22/2026	125162	AMERICAN LEGAL PUBLISHING COR	CITY CODE - ONLINE RENEWAL PD 7/7/26-7/	400.00
06/22/2026	125163	ANOKA COUNTY PROPERTY RECORDS	2026 SOLID WASTE MNGT HAMPTON ADDITION	13.62
06/22/2026	125164	APPLIED CONCEPTS, INC.	RADAR REPAIR - #320	297.50
06/22/2026	125165	ASCEN TEK, INC	USED ANTIFREEZE & OIL FILTER DISPOSAL	225.40
06/22/2026	125166	ASPEN MILLS, INC.	DEPT EXP - BADGES	1,348.00
			DEPT EXP - POC UNIFORM BOOTS	150.00
			DEPT EXP - DUTY CREW WORK UNIFORM	18.98
			DEPT EXP - R. CALHOUN ALTERATIONS	176.65
			UNIFORM ALLOWANCE - D. THILL	324.55
				<u>2,018.18</u>
06/22/2026	125167	AXON ENTERPRISE, INC.	AXON BWC & ROOM CAMERAS/LICENSES	52,546.88
06/22/2026	125168	BATTERIES PLUS BULBS #028	UPS BATTERIES	219.13
06/22/2026	125169	BAYCOM, INC.	DESKTOP DOCKING STATION (2) - PATROL	1,038.00
06/22/2026	125170	BENCO - HOPKINS	MOVE & REINSTALL MECHANICS LIFT	1,445.00
06/22/2026	125171	BEST OUTDOOR SERVICES	PLOW DAMAGED IRRIGATION - 220 WOODRIDGE	120.00
06/22/2026	125172	BLINO LLC	ACQUIRE PARCEL 1 FEE & PE OTTER LAKE RD	68,000.00
06/22/2026	125173	BRIAN'S INSULATION INC	WATERPROOFING BASEMENT EXTERIOR WALL	9,180.00
06/22/2026	125174	CENTENNIAL UTILITIES	NATURAL GAS	3,453.90
06/22/2026	125175	CENTURYLINK	TELEPHONE - CIVIC COMPLEX FIRE PROTECTI	70.78
			TELEPHONE - ROOKERY POOL EMERGENCY PHON	146.96
				<u>217.74</u>
06/22/2026	125176	CINTAS CORPORATION	MATS AND SHOP TOWELS	428.69
06/22/2026	125177	CITY OF HUGO	HUGO BLDG INSPECTOR 6/10/26	174.50
06/22/2026	125178	CITY OF ST. PAUL	ASPHALT HOT MIX	5,151.87
06/22/2026	125179	CM PROPERTIES 14, LLC	CM PROP. APPRAISAL OTTER LAKE RD EXT	2,000.00
06/22/2026	125180	COLLINS ELECTRICAL CONSTRUCTI	COMMUNITY GREENS OUTLET REPAIR	2,401.88
			REPAIR PD VEHICLE PLUG-INS	910.77
				<u>3,312.65</u>
06/22/2026	125181	COMCAST	JUNE INTERNET FIRE STATION 2	212.75
			PHONE & INTERNET SERVICES	335.10
				<u>547.85</u>
06/22/2026	125182	CORE & MAIN LP	HYDRANT REPAIR PARTS	5,176.63

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CHECK NUMBER 125153 - 125241

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
			3/4" WATER METERS	16,640.00
			3" WATER METERS (3)	5,040.00
			3/4" WATER METERS	25,038.08
				<u>51,894.71</u>
06/22/2026	125183	DATA PRACTICES OFFICE	TUITION - A. CHRIST	250.00
			TUITION - C. LUNAS	250.00
				<u>500.00</u>
06/22/2026	125184	DON'S CIRCLE SERVICE	DIAGNOSE ENGINE NOISE & MISFIRE #319	470.40
06/22/2026	125185	EHLERS AND ASSOCIATES	MAY HOURLY SERVICES - K. HORN	1,457.50
			TIF 1-13 LYNGBLOMSTEN INCOME CERT REVIE	295.00
				<u>1,752.50</u>
06/22/2026	125186	ELECTRO WATCHMAN, INC.	FIRE ALARM INSPECTION	139.12
			FIRE ALARM SYSTEM MONITORING	839.40
				<u>978.52</u>
06/22/2026	125187	EMBEDDED SYSTEMS, INC.	SIREN #7 REPAIR	163.88
06/22/2026	125188	EMERGENCY APPARATUS MAINTENAN	FIX HYDRAULIC LEAK AERIAL #622	1,986.11
			#629 ENGINE 1 REPAIRS	5,657.90
				<u>7,644.01</u>
06/22/2026	125189	FACTORY MOTOR PARTS COMPANY	ENGINE OIL	76.08
			STOCK FILTERS	26.02
			SIREN BATTERIES	491.96
				<u>594.06</u>
06/22/2026	125190	FERGUSON WATERWORKS #2518	BLUE AND GREEN MARKING FLAGS	280.28
06/22/2026	125191	FIRST ADVANTAGE OCC.	ANNUAL ENROLLMENT	36.71
06/22/2026	125192	GOPHER STATE ONE-CALL	MAY LOCATES	893.70
06/22/2026	125193	GRAINGER	CHECK VALVE	96.83
			SOLENOID VALVE	179.82
				<u>276.65</u>
06/22/2026	125194	HALVERSON TREE	EMERGENCY TREE REMOVAL - 1180 DURANGO P	2,100.00
06/22/2026	125195	HAWKINS, INC.	WATER TREATMENT CHEMICALS	11,307.73
			FLUORIDE CHEMICAL PUMP	1,006.50
			CHLORINE CYLINDERS	130.00
				<u>12,444.23</u>

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06/22/2026	125196	IGNITE DESIGN LLC	PAR TAGS AND COMMAND BOARDS	786.82
06/22/2026	125197	IMPERIAL DADE	JANITORIAL SUPPLIES	430.85
			JANITORIAL SUPPLIES	129.47
			JANITORIAL SUPPLIES	676.18
				<u>1,236.50</u>
06/22/2026	125198	INSTRUMENTAL RESEARCH, INC.	MAY WATER SAMPLING	534.00
06/22/2026	125199	KWIK TRIP, INC.	FUEL ALL VEHICLES MAY 2026	5,312.24
06/22/2026	125200	LANGUAGE LINE SERVICES	MAY INTERPRETATION SERVICES	30.90
06/22/2026	125201	League of MN Cities Insurance	CLAIM #CA494552 DEDUCTIBLE SQUAD #330 H	1,000.00
			CLAIM #GL354795 DEDUCTIBLE	1,000.00
				<u>2,000.00</u>
06/22/2026	125202	MACQUEEN EQUIPMENT, INC.	KUSSMAUL AUTO EJECT #628	310.02
06/22/2026	125203	Medica	HEALTH INSURANCE PREMIUMS JULY 2026	62,574.51
06/22/2026	125204	MENARDS - FOREST LAKE	DOOR SWEEP - PD CLASSROOM	13.79
			CONCRETE SUPPLIES, WEED KILLER, FAN	176.33
			AIR HOSE, ELECTRICAL SUPPLIES	43.48
			FOAM INSULATION AND CAULK	367.75
			RETURN GRAY CAULKING, PUR FIRE CAULKING	7.69
			CHEMICAL FEED CLEANING SUPPLIES	21.64
				<u>630.68</u>
06/22/2026	125205	MET COUNCIL ENVIRONMENTAL SER	JULY WASTE WATER SERVICES	115,725.05
06/22/2026	125206	MET COUNCIL ENVIRONMENTAL SER	MAY 2026 SAC	29,521.80
06/22/2026	125207	METRO SALES INCORPORATED	PAPER FOR CITY HALL WIDE FORMAT PRINTER	136.50
			CITY HALL WIDE COPIER	37.63
				<u>174.13</u>
06/22/2026	125208	METROPOLITAN LIFE INSURANCE C	JULY 2026 LIFE & LTD INSURANCE PREMIUMS	2,687.26
06/22/2026	125209	MIDWEST MACHINERY CO.	WHEEL HUB PLUG	4.97
			HYDRAULIC FILTER #140	100.92
				<u>105.89</u>
06/22/2026	125210	MIKE ROWE	MILEAGE REIMBURSEMENT	75.58
06/22/2026	125211	MINNESOTA CHIEFS OF POLICE AS	TUITION - K. KRAEMER	875.00
06/22/2026	125212	NAC MECHANICAL & ELECTRICAL	SPRING A/C STARTUPS	1,513.75
			SPRING A/C STARTUPS	3,473.75
				<u>4,987.50</u>
06/22/2026	125213	NORTH VALLEY, INC.	2026 STREET REHAB PAY APP 1	359,253.40
06/22/2026	125214	O'REILLY AUTOMOTIVE STORES	BELT #409	23.23

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Bank CKING POOLED CHECKING				
			IGNITION COIL #267	61.80
				<u>85.03</u>
06/22/2026	125215	OERTEL ARCHITECTS	LINO LAKES PUBLIC WORKS FACILITY MAY 20	49,452.20
06/22/2026	125216	PAUL CONWAY SHIELDS, INC	DEPT EXP - HELMET SHIELD PPE	354.50
06/22/2026	125217	PETERSON COMPANIES	IRRIGATION REPAIR - BIRCH PARK	591.84
06/22/2026	125218	PIONEER MANUFACTURING COMPANY	FIELD MARKING PAINT	685.37
06/22/2026	125219	POMP'S TIRE SERVICE, INC.	MOUNT & BALANCE 4 NEW TIRES #263	1,675.04
06/22/2026	125220	PRESS PUBLICATIONS, INC.	ORD 04-26 - LYNGBLOMSTEN PUD #4	67.80
06/22/2026	125221	PRODIGY EMS, INC.	ANNUAL EMT TRAINING CERT PROGRAM	1,330.00
06/22/2026	125222	PYE-BARKER FIRE & SAFETY, LLC	FIRE EXTINGUISHER RECHARGE (2)	210.00
06/22/2026	125223	REDPATH AND COMPANY LLC	2025 FINAL AUDIT BILLING	14,500.00
06/22/2026	125224	ROADKILL ANIMAL CONTROL	MAY ROADKILL PICKUP SERVICES	129.00
06/22/2026	125225	ROBERTA COLOTTI	MILEAGE REIMBURSEMENT	76.85
06/22/2026	125226	SHRED-IT, C/O STERICYCLE, INC	DOCUMENT DESTRUCTION	220.74
06/22/2026	125227	SOCCER SHOTS TWIN CITIES	SOCCER SHOTS - SPRING SESSION 2026	1,155.00
06/22/2026	125228	SQUIRES, WALDSPURGER & MACE P	MARCH LEGAL	14,121.73
06/22/2026	125229	STONE CREEK HOMES INC	ESCROW RELEASE - 7542 LEONARD AVE	3,400.00
06/22/2026	125230	TASC - CLIENT INVOICES	ADMIN FEES MAY 2026	87.10
06/22/2026	125231	TRAUT COMPANIES	WELL 5 INVESTIGATION	742.50
06/22/2026	125232	U.S. BANK	USB FLASH DRIVES (20)	116.00
			SURGE PROTECTOR POWERSTRIP (2)	25.86
			WIPES, DISHWASH CLEANER	18.47
			CSO MOURNING BANDS; BRASS PINS, POWERST	39.16
			GROMMET (2), BRASS NAILS, PKG TAPE	33.96
			BATTERIES - 3V, C, D	57.07
			HOLSTER, CALENDAR	63.54
			TONER	121.88
			AMMO BAG	56.25
			COMMUNITY DEVELOPMENT MAY CELL PHONE BI	50.51
			CITY COUNCIL MAY CELL PHONE BILL	191.94
			FIRE MAY CELL PHONE BILL	486.58
			POLICE MAY CELL PHONE BILL	2,014.79
			ROOKERY MAY CELL PHONE BILL	45.46
			ADMINISTRATION MAY CELL PHONE BILL	226.66
			SWEARING-IN SUPPLIES	62.71
			TUITION - A. CHRIST, C. LUNAS	238.00
			MAGAZINES (11)	186.93
			REPLACEMENT SIDE MIRRORS FOR UTV	189.17
			MAGAZINES (11)	197.89
			POSTAGE FOR RADAR REPAIR	21.55
			BUSINESS CARDS-REBRAND & NEW HIRE	100.94
			TASER BATTERIES (5)	447.70
			UNIFORM ALLOWANCE - M. PAULSON	277.78
			HEX NUT AND WASHERS	1.82
			PLUMBING CONNECTION	20.61
			PAINTING SUPPLIES	98.25
			WIRE BRUSH, JB WELD, SPRAY CLEANER	25.64
			PAINT, DUST BAGS	64.93

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Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
			BOILER PRESSURE SWITCH	54.07
			GYM DOOR GLASS REPLACEMENT	704.52
			EXIT SIGN LIGHT (2), BATTERY REPLACEMEN	54.97
			CABLE CONNECTORS (3)	29.97
			SWIFTER DUSTERS (2)	17.88
			REPLACEMENT BELT - SWIM LESSONS	8.99
			STAINLESS STEEL CLEANER (2), AC MOTOR R	78.14
			RESCUE TUBE JACKET (6)	120.00
			STORAGE SHELVES	99.99
			POOL NET (2)	29.98
			STORAGE CRATE	60.99
			POOL CLEANER	24.28
			HAIR DRYER (2), WATER FOUNTAIN FILTERS	325.89
			GARAGE DOOR OPENERS (4)	99.80
			STORAGE SHELVES	99.99
			HAND, HAIR & BODY WASH (3)	162.36
			ZIP TIES	27.86
			POOL CHEMICALS (3), PAPER TOWELS	64.04
			KEYBOARD AND MOUSE	22.59
			COFFEE CARAFE, PAPER TOWELS	58.82
			COFFEE	40.71
			OFFICE CHAIR	123.49
			HEADSET	15.99
			BUSINESS CARD HOLDER	46.55
			DOOR STOPPERS, MAIL SORTER (2) - SUMMER	325.97
			FINGERPAINTS (2)	59.98
			RESCUE TUBE JACKET (2)	41.80
			DISPOSABLE GLOVES (2)	19.70
			SUMMER CAMP SUPPLIES	155.30
			LAMINATE POUCHES - SUMMER CAMP	16.14
			SUMMER CAMP SUPPLIES	315.92
			COFFEE (4), CUPS(2)	474.42
			MONTHLY SUBSCRIPTION FOR COMMUNICATIONS	45.00
			WOOD FOR CUBICLE NAMEPLATES	195.00
			POLY FOR CUBICLE NAMEPLATES	21.47
			LEATHER FOR CUBICLE NAMEPLATES	46.75
			PROPANE CYLINDER EXCHANGE FOR ROSEBUD T	24.86
			TOPSOIL FOR SOD REPAIRS	37.08
			STREET SWEEPINGS ANALYSIS	74.50
			TUITION - K. MCKINNEY	375.00
			TUITION - C. TIMMONS	375.00
			TUITION - A. NG	600.00
			TUITION - K. MCKINNEY	169.00
			TUITION - K. MCKINNEY	199.00
			TUITION - K. SINNA	250.00
			DEPT EXP - W. OWENS	161.98
			TUITION - J. CROWE	375.00
			LODGING - J. CROWE	369.36
			TUITION - M. PAULSON, M. CARLSON	600.00
			TUITION - I. SIMON	499.00

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			TUITION - C. TIMMONS	175.00
			NIGHT TO UNITE KICKOFF SUPPLIES	99.98
			NIGHT TO UNITE KICKOFF SUPPLIES	19.26
			ELECTIONS TRAINING	12.00
			APPARATUS CLEANING SUPPLIES	83.60
			HANGING FILE FOLDERS	14.97
			DRY ERASE CALENDAR AND MARKERS	19.78
			DOOR STOPPERS AND PERMANENT MARKERS	26.78
			LABEL MAKER FOR INSPECTIONS	29.89
			FIRE HOSE ADAPTER	51.17
			3 GALLONS OF BLEACH	19.44
			HOUSE NUMBERS FOR MARSHAN BLDG	29.88
			RAKES, DEMO BAGS, CONCRETE CLEANER	438.67
			PROPANE REFILL	58.37
			REPLACEMENT BOARDWALK BOARDS	65.90
			MAY VEHICLE WASHES	713.52
			JUNE VEHICLE WASHES	678.98
			SUMMER CAMP APPAREL	1,948.00
			PROGRAM CHECK IN SOFTWARE MAY FEE	129.00
			CHILD WATCH CHECK IN SOFTWARE MAY FEE	129.00
			SUMMER CAMP SUPPLIES	41.94
			SUMMER CAMP SUPPLIES	496.85
			SUMMER CAMP SUPPLIES	328.90
			SUMMER CAMP SUPPLIES	19.96
			SUMMER CAMP SUPPLIES	9.72
			SUMMER CAMP SUPPLIES	107.76
			MAY UB STATEMENTS	2,052.48
			CLEANING DAY EVENT SUPPLIES	424.73
			EMPLOYEE APPRECIATION EVENT SUPPLIES	1,351.29
			BRAKE PRESSURE SWITCH #312	104.99
			LIFEGUARD CERTIFICATION (4)	192.00
			MONTHLY SUBSCRIPTION FEE	440.00
			ANNUAL FIREFIGHTER LICENSES	1,425.00
			FIREFIGHTER LICENSES	300.00
			NREMT LICENSE (5) - POC	520.00
			COFFEE FOR EDAC MEETING MAY	21.61
			COFFEE FOR EDAC MEETING	21.61
			TUITION - K. LARSEN	58.00
			BRASS NAIL REFUND	(11.59)
			MAGAZINE (11) REFUND	(169.65)
			DEPT EXP - W. OWENS ORDER CANCELLED	(161.98)
			SUMMER CAMP SUPPLIES RETURN	(14.84)
			REFUND ON TAX CHARGE	(26.79)
			REBATE	(1,848.94)
				<u>24,107.39</u>
06/22/2026	125233	U.S. BANK EQUIPMENT FINANCE	S1 & S2 PRINTER/COPIER	537.18
06/22/2026	125234	UPPER CUT TREE SERVICE	TREE REMOVAL PHEASANT HILLS PARK	6,500.00
06/22/2026	125235	VEHICLE SERVICE GROUP LLC	MOBILE POST LIFTS (2)	22,298.50
06/22/2026	125236	WALSER POLAR CHEVROLET	ULV TRANSMISSION FLUID	213.02

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06/22/2026	125237	WALTERS RECYCLING & REFUSE	DUMPSTER - PW CLEANUP	1,453.01
			TRASH & RECYCLING	316.07
			TRASH & RECYCLING	1,975.82
				<u>3,744.90</u>
06/22/2026	125238	WEBBER RECREATIONAL DESIGN, I	BBALL BACKBOARDS, RIMS - CLEARWATER CK	1,518.00
06/22/2026	125239	WSB & ASSOCIATES, INC.	APRIL 2025 LUMEN FIBER EXTENSION	3,100.00
			APRIL 2026 REHAB PROJECT	2,299.00
			APRIL 2026 PRIVATE UTILITY PERMITS	2,700.50
			APRIL 2026 GENERAL ENGINEERING SERVICES	8,290.58
			APRIL PINE OAKS (MI HOMES) CP	263.00
			APRIL SUNSET AVE CR IMPROVEMENT PRJ	9,372.25
			APRIL PUBLIC WORKS FACILITY PLAN REVIEW	1,482.00
			APRIL OTTER CROSSING SOUTH 2ND ADDITION	920.50
			APRIL TACO BELL (OTTER CROSSING SOUTH 2	585.50
			APRIL 2026 CRACKFILL & SEAL COAT	1,841.50
			APRIL LINO LAKES GOODWILL	2,851.75
			APRIL LYNGBLOMSTEN PUD #4	591.25
			APRIL NATURES REFUGE	1,412.00
			APRIL MARKET PL DR REALIGNMENT	585.00
			APRIL WINTERS WETLAND BANK	9,925.25
			APRIL WATER TREATMENT PLANT	40,924.00
			APRIL WATERMARK 6TH ADDITION	441.50
			APRIL 2025 STREET RECON & MUNICIPAL UTI	7,344.75
			APRIL NATURES REFUGE NORTH	3,811.50
			APRIL WATERMARK 7TH ADDITION	232.50
			APRIL WATERMARK 8TH ADDITION	4,334.50
			APRIL WILKINSON WATERS	4,867.25
			APRIL 2025 BIRCH STREET SAN SEWER	10,853.50
			APRIL I35E & CR J INTERCHANGE PROJECT	263.00
			APRIL 2025 STREET REHABILITATION	487.50
			APRIL OTTER LAKE RD EXT PROJ - ROW SERV	4,631.25
			APRIL PELTIER PONDS	3,976.25
			APRIL 2025 SURFACE WATER MGMT PROJ	4,680.25
			APRIL CLEARWATER COMMONS	10,604.00
			APRIL CHIPOTLE CLEARWATER COMMONS	7,143.00
			APRIL JAVA LINO LAKES 2ND ADDITION	1,841.00
			APRIL HAMPTON PROPERTY	6,454.00
			APRIL CSAH 21/32 ROUNDABOUT REVIEW	582.50
			APRIL 2026 TRUNK WATERMAIN PROJECT	20,753.75
			APRIL SHENANDOAH DRAINAGE FINAL DESIGN	3,088.25
			APRIL 2026 PUBLIC WORKS UTIL EXT	22,076.50
			APRIL WATERMARK PARK	4,473.50
			APRIL WELL NO. 7 PLANS & SPECS	1,439.00
			APRIL GPS GIS MISC ASST	2,827.50
			APRIL MISC PROJECT ESCROWS	704.50
				<u>215,055.33</u>
06/22/2026	125240	XCEL ENERGY	7601 APPALOOSA STREETLIGHT REPLACEMENT	3,350.84

CHECK REGISTER FOR CITY OF LINO LAKES
CHECK NUMBER 125153 - 125241

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
06/22/2026	125241	ZIEGLER, INC.	COUPLING REPAIR	73.40
CKING TOTALS:				
Total of 89 Checks:				1,211,251.88
Less 0 Void Checks:				0.00
Total of 89 Disbursements:				1,211,251.88



Electronic Funds Transfer
 MN Statute 471.38 Subd. 3

Council Meeting June 22, 2026

Transfer In/(Out)

6/3/2026 H.S.A. Employer Contribution	(6,374.84)
6/5/2026 Transfer to FRB MM	(1,500,000.00)
6/5/2026 Payroll #12	(235,817.27)
6/5/2026 Payroll #12 Federal Deposit	(69,391.19)
6/5/2026 Payroll #12 PERA	(65,333.44)
6/5/2026 Payroll #12 State	(15,818.29)
6/5/2026 Payroll #12 H.S.A. Bank Pretax	(3,976.87)
6/5/2026 Payroll #12 TASC Pretax	(1,648.06)
6/5/2026 Payroll #12 Mission Sq 457 Def. Comp #301596	(3,270.00)
6/5/2026 Payroll #12 Mission Sq Roth IRA #706155	(720.00)
6/5/2026 Payroll #12 MSRS HCSP #98946-01	(5,451.49)
6/5/2026 Payroll #12 MSRS Def. Comp #98945-01	(1,505.00)
6/5/2026 Payroll #12 MSRS Roth IRA #98945-01	(1,330.00)
6/10/2026 Building Permit Surcharge	(2,243.45)
6/5/2026 Council Payroll #06 State	(23.19)
6/18/2026 MN Sales & Use Tax	(5,197.00)

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

STAFF ORIGINATOR: Roberta Colotti, City Clerk

MEETING DATE June 22, 2026

AGENDA ITEM: Adopt Resolution 26-124, Authorizing Gambling Permit for the Centennial Football Boosters

VOTE REQUIRED: Simple Majority

INTRODUCTION

The Centennial Football Boosters are applying for a gambling permit with the State of Minnesota. A language change was requested by the state to the Resolution approved by the City Council on May 26, 2026.

BACKGROUND

The language change requested by the state is to remove the specific types of gambling (i.e., pull-tabs (paper) with dispensing device, electronic pull-tabs and electronic linked bingo) to a generic approval of "lawful gambling". The attached resolution contains this revised language.

RECOMMENDATION

Motion to adopt Resolution 26-124, Authorizing Gambling Permit for the Centennial Football Boosters.

ATTACHMENTS

1. 26-124 - Resolution - Centennial Football Boosters - Gambling Permit

**CITY OF LINO LAKES
RESOLUTION NO. 26-124**

**AUTHORIZING GAMBLING PERMIT FOR THE
CENTENNIAL FOOTBALL BOOSTERS**

WHEREAS, the State of Minnesota issues lawful gambling permits and requires a resolution of support from the City of Lino Lakes as a condition of the application, and

WHEREAS, Centennial Football Boosters are making application to offer lawful gambling at the Fiesta Mexican Grill and Bar, located at 7090 21st Avenue NE, Lino Lakes, MN.

NOW, THEREFORE, BE IT RESOLVED that the Lino Lakes City Council authorizes the award of a lawful gambling permit for the Centennial Football Boosters at the Mexican Grill and Bar, located at 7090 21st Avenue NE, Lino Lakes, MN.

Adopted by the City Council of the City of Lino Lakes this 22nd day of June, 2026.

Rob Rafferty, Mayor

Attest:

Roberta Colotti, CMC
City Clerk

**Lino Lakes City Council
Work Session
Minutes**

DATE: June 1, 2026
TIME STARTED: 6:00 P.M.
TIME ENDED: 9:00 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty (arrived at 6:59 p.m.), Councilmembers Lyden, Ruhland, Nelson and Rennaker
MEMBERS ABSENT: None

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, Finance Director Tracy Thoma, Accountant Christine Stifter, Community Development Director Mike Grochala and Chief of Police Curt Boehme.

1. Call to Order and Roll Call

Acting Mayor Ruhland 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. City Audit Presentation

Andy Hering with Redpath & Company presented the 2025 Audit Report.

The Finance Director reported that the 2025 Audit will be presented at the June 8th Regular Meeting to be accepted by the City Council.

4. 2050 Comprehensive Plan: Consultant Contract

Kendrah Lindahl with Landform Consultants presented her firm's proposal to prepare the 2050 Comprehensive Plan. Her firm employs 20+ staff members and Landform has served as the City's Planning Consultant agency for 15+ years. Services will be billed on an hourly basis, and the total estimated cost is \$170,153.

Landform has partnered with TC2 to assist with the Parks and Natural Resources elements and anticipate working with the City's engineering consultant, WSB, to develop the engineering elements of the plan. It is their understanding that WSB will prepare a separate scope of work for their chapters. They have partnered with both firms in the past and have confidence that this Project Team will be able to collaborate to effectively create the 2050 Lino Lakes Comprehensive Plan.

The City's 2050 Comprehensive Plan is required to be completed by December 31, 2028.

The Community Development Director stated that the Metropolitan Council has a \$40,000 grant available. The City has budgeted for the project cost over three years.

The City Council reviewed and discussed the proposed scope of services including the public engagement calendar.

Council Member Lyden stated that he would like to see the costs to complete the 2050 Comprehensive Plan reduced.

It was noted by the consultant that the number of community engagement events would be the area that would be cut if there was a need to reduce the costs.

Council Consensus

It was the consensus of the City Council to schedule formal approval of the 2050 Comprehensive Plan contract, as presented, with Landform for the June 8th meeting. (Councilmember Lyden favored a reduced cost plan.)

5. Harvest Grange: Rezoning and Preliminary Plat

The City Planner reported that the applicant, Twin Cities Land Holding, LLC, is proposing a residential development in the southwest quadrant of CSAH 54 (20th Ave S) and Cedar Street. The development contains four (4) parcels totaling approximately 27 gross acres and 95 housing units. It is called Harvest Grange.

The City Planner provided an overview of the Rezoning and Preliminary Plat application. She stated that formal action would be taken at the June 8th meeting.

6. Zoning Ordinance Text Amendment (ZOTA): Farm Animals

The City Planner reported that staff has been asked to discuss the City's zoning ordinance regarding keeping farm animals, specifically chickens and bees. The current City's zoning ordinance (CHAPTER 1007: ZONING CODE) allows for the keeping of farm animals such as chickens and bees on rurally zoned properties (R, Rural or R-X, Rural Executive).

The City Council discussed the recent public comment requests to allow for the keeping of chickens and bees in residential districts.

It was reviewed that 8,919 acres (52%) of the zoned land in Lino Lakes is rurally zoned and allowed to keep farm animals.

Council Consensus

It was the consensus of the City Council to retain the current zoning ordinance regulations related to the keeping of chickens and bees.

7. Franchise Agreements

The City Clerk presented electric and gas utility franchise agreement drafts. She presented information on franchise fees, noting that would be established by a separate ordinance as authorized in the franchise agreement.

The Council discussed the draft franchise agreements and franchise fees. They requested additional information on a 4% residential franchise fee, commercial and industrial fees, and general information on franchise agreements for consideration at the July 6th Work Session.

8. Ordinance Amendment to Restrict the Sale of Flavored Vape and Tobacco Products

The Chief of Police reported that on April 27, 2026, Nathan N., a high school student, spoke during the public comment portion of the City Council meeting and asked the Council to consider adopting a city ordinance restricting the sale of commercial flavored vape and tobacco products. The City Council requested additional information regarding the potential regulation of flavored tobacco and vape products in the city.

The Chief of Police provided background information the Family Smoking Prevention and Tobacco Control Act of 2009, the 2020 Minnesota law change setting the minimum sale age for all tobacco products from 18 to 21, a survey of area cities with further restrictions on the sale of flavored tobacco products, and a review of the business impact/current tobacco license holders.

The City Council reviewed the information provided and discussed the considerations of an ordinance amendment. It was noted that the request is intended to prevent youth smoking and tobacco product use and the current law prohibits sales to those under age 21.

Councilmember Nelson stated that she was in favor of amending the ordinance to further prevent tobacco use by youth.

Council Consensus

It was the consensus of the City Council to retain the current ordinance. (Councilmember Nelson favored amending the ordinance.)

9. City Recreational Complex Development Update

The Community Development Director reported that at the March 2, 2026, City Council work session the City Council discussed the possibility of selling a portion of the City's Recreation Complex land to a private entity, with the requirement that it be used for recreational purposes. The intent is to have a private group construct a private recreational facility that would generate activity on the site and provide seed money for additional public park improvements. The consensus of the Council was to direct staff to investigate the feasibility of marketing a portion of the property for sale. At that time staff identified several items that would need to be examined as part of any consideration.

The Community Development Director reviewed the latest research on the project options.

Council Consensus

It was the consensus of the City Council to sell the 10-acres as part of the area sports complex/recreation development.

The Community Development Director gathered further input from the City Council relating to the project area development including preferred types of uses, open access to residents and purpose for the land sale.

10. City Administrator Update

No Report

11. Notices and Communications

There is a Special City Council Meeting and Closed Session immediately following tonight's Work Session, to be held in the Community Room.

12. Adjournment

Mayor Rafferty adjourned the meeting at 9:00 p.m.

These minutes were approved at the regular Council Meeting on June 22, 2026.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**Lino Lakes City Council
Special Meeting / Closed Meeting
Minutes**

DATE: June 1, 2026
TIME STARTED: 9:01 P.M.
TIME ENDED: 9:18 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, Finance Director Tracy Thoma, Community Development Director Michael Grochala and City Attorney Zach Cronen.

1. Call to Order and Roll Call

Mayor Rafferty called the meeting to order at 9:01 p.m.

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

The agenda was adopted as presented.

3. Community Development Report

A. Otter Lake Road Extension Improvements, Land Acquisition

i. Closed Session

Mayor Rafferty requested that the City Council go into Closed Session for discussions with the City Attorney regarding Otter Lake Right of Way Condemnation Litigation; Pursuant to Minnesota Statutes, Section 13D.05, subd. 3(b) Attorney-Client Privilege, the meeting will be closed for confidential discussion with legal counsel regarding potential condemnation litigation and strategies relating to the same.

Motion to go into closed session at 9:02 p.m.

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

Closed Meeting discussion with City Attorney.

Motion to return to Open Session at 9:17 p.m.

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

- ii. Open Session Council Consideration to Approve Memorandum of Agreements, Parcels 1, 2, and 3, City of Lino Lakes Right of Way Plat No. 4

Motion to Adopt Resolution No. 26-96, Approving Acquisition of Parcel 1, Right of Way Plat No. 4, Otter Lake Road Extension Project.

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

Motion to Adopt Resolution No. 26-97, Approving Acquisition of Parcel 2 and Parcel 2A, Right of Way Plat No. 4, Otter Lake Road Extension Project.

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

Motion to Adopt Resolution No. 26-98, Approving Acquisition of Parcel 3, Parcel 3 & 4 and Parcel 3 & 5, Right of Way Plat No. 4, Otter Lake Road Extension Project

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

4. Adjournment

Mayor Rafferty adjourned the meeting at 9:18 p.m.

These minutes were approved at the regular Council Meeting on June 22, 2026.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**Lino Lakes City Council
Work Session
Minutes**

DATE: June 8, 2026
TIME STARTED: 6:00 P.M.
TIME ENDED: 6:27 P.M.
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Ruhland, Nelson and Rennaker
EXCUSED ABSENT: Councilmember Lyden

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, Finance Director Tracy Thoma, Community Development Director Mike Grochala, City Planner Katie Larsen, City Engineer Diane Hankee, Chief of Police Curt Boehme and Fire Chief Dan L’Allier.

1. Call to Order and Roll Call

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

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

The agenda was adopted as presented.

3. Review Regular Agenda

The City Council reviewed the regular agenda for this evening.

The American Legion Post 566 Outstanding Police Officer of the Year Award recipient Officer Alex Hallin has also been selected for the State Award. The Outstanding Firefighter of the Year recipient Brett McReavy was recognized for this outstanding work including being part of the Chemical Assessment Team.

The City Clerk noted that Consent Agenda Item 1L had been added to the agenda following the original agenda distribution last week.

The Finance Director reported that the Auditor had made a full presentation at the last work session and this evening the Audit is being presented for the acceptance of the City Council.

The Fire Chief reviewed the proposed designation of Fairview Health Services as the Primary Ambulance Service for the City of Lino Lakes. He stated that the city has two options for primary providers. He reported that staff met with Fairview Health Services and based on the service levels identified under their proposal, it is recommended that the city designate them as our primary provider. It has been six years since the city moved to the current provider. The current provider will remain as a secondary provider. This change will be effective October 1st of this year.

The City Planner reviewed the proposal to rezone property for the Harvest Grange development.

The City Planner reviewed the Otter Crossing South 2nd Addition project.

The Community Development Director reviewed the proposed contract with Landform to draft the 2050 Comprehensive Plan at cost of \$170,153. WSB will be preparing the Local Water Management, Water Supply, Sanitary Sewer and Transportation components of the plan. A separate WSB contract will be brought to the City Council at a future date. There is a \$40,000 Metropolitan Council planning grant available to cover part of the cost. The City's 2050 Comprehensive Plan ("Plan") is required to be completed by December 31, 2028 to meet the requirements of the Metropolitan Land Planning Act

The Community Development Director reviewed the Otter Lake Road Roundabout project.

The City Engineer reviewed the Otter Lake Road Extension project.

The Community Development Director reviewed the Public Works Building grant of a maintenance easement, wetland easement and easement with MN Pipe Line Company, LLC. He also reviewed the Professional Services Contracts for the Public Bid Package 2, Rebid Quote Categories.

He reported that the building demolition "Building Breaking" is anticipated to be held next Wednesday.

4. City Administrator Update

No Report

5. Adjournment

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

These minutes were approved at the regular Council Meeting on June 22, 2026.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

DATE: June 8, 2026
TIME STARTED: 6:30 PM
TIME ENDED: 7:24 PM
LOCATION: City Council Chambers
MEMBERS PRESENT: Mayor Rafferty Councilmembers Nelson, Ruhland and Rennaker
EXCUSED ABSENT: Councilmember Lyden

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, Finance Director Tracy Thoma, Community Development Director Mike Grochala, City Planner Katie Larsen, City Engineer Diane Hankee, Chief of Police Curt Boehme and Fire Chief Dan L’Allier.

CALL TO ORDER

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

SETTING THE AGENDA

The agenda was approved as presented.

SPECIAL PRESENTATIONS

American Legion Post 566 Representatives presented the Outstanding Police Officer of the Year Award to Police Officer Alex Hallin. They also announced that he had received the State Level Award.

The Outstanding Firefighter of the Year Award was presented to former Firefighter Brett McReavy

PUBLIC COMMENT

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

Scott Coggins, Anoka County Elections Integrity Team (ACEIT) Member, presented information on the City of Oak Grove petition to the MN Supreme Court.

Teresa O’Connell, 1000 Main Street, Lino Lakes, stated that she was interested in volunteering to be part of the 2050 Comprehensive Plan process.

Motion to Close the Public Comment period at 6:42 p.m.

RESULT:	CARRIED [4-0]
MOVER:	Nelson
SECONDER:	Rennaker
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

1. CONSENT AGENDA

- A. Approval of Expenditures for June 8, 2026 (Check No. 125081 through 125152) in the Amount of \$1,146,456.76
- B. Hiring of Part-Time Staff for the Rookery Activity Center
- C. Approve Not Waiving Monetary Limits on Municipal Tort Liability
- D. Adopt Resolution No. 26-102 Approving Acquisition of Permanent Easement, 980 James Street, Public Works Utility Extension Project
- E. Adopt Resolution No. 26-101, Approving Business Licenses for Chili Thai Cuisine, LLC
- F. Adopt Resolution No.26-104, Authorizing the Issuance of a Solicitor License to Birch Tree Care
- G. Adopt Resolution No. 26-67, Approving Site Improvement Performance Agreement for Taco Bell at Otter Crossing South 2nd Addition
- H. Approval of May 26, 2026, City Council Work Session Minutes
- I. Adopt Resolution No. 26-99, Approving Site Improvement Performance Agreement for Goodwill
- J. Approval of May 26, 2026, City Council Meeting Minutes
- K. Adopt Resolution No. 26-110, Approving Water Conservation Grant Agreement with Metropolitan Council
- L. Approve Additional Expenditures in the Amount of \$17,469.79.

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

RESULT:	CARRIED [4-0]
MOVER:	Rennaker
SECONDER:	Nelson
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

2. FINANCE DEPARTMENT REPORT

- A. 2025 Audit Report

Motion to accept the 2025 Audit Report.

RESULT:	CARRIED [4-0]
MOVER:	Rennaker
SECONDER:	Ruhland
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

3. ADMINISTRATION DEPARTMENT REPORT

No Report

4. POLICE DEPARTMENT REPORT

No Report

5. FIRE DEPARTMENT REPORT

A. Resolution 26-90 Establishing Fairview Health Services as the Primary Ambulance Service

Motion to adopt Resolution No. 26-90 Establishing Fairview Health Services as the Primary Ambulance Service for the City of Lino Lakes.

RESULT:	CARRIED [4-0]
MOVER:	Ruhland
SECONDER:	Nelson
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

6. PUBLIC SERVICES DEPARTMENT REPORT

No Report

7. COMMUNITY DEVELOPMENT REPORT

A. Harvest Grange

Motion to waive the full reading of Ordinance No. 02-26 Rezoning Property from R, Rural to R-2, Two Family Residential and R-3, Medium Density Residential.

RESULT:	CARRIED [4-0]
MOVER:	Nelson
SECONDER:	Ruhland
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

Motion to provide first reading of Ordinance No. 02-26 Rezoning Property from R, Rural to R-2, Two Family Residential and R-3, Medium Density Residential.

RESULT:	CARRIED [4-0]
MOVER:	Ruhland
SECONDER:	Rennaker
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

Motion to adopt Resolution No. 26-23 Approving Preliminary Plat.

RESULT:	CARRIED [4-0]
MOVER:	Nelson
SECONDER:	Rennaker
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

B. Otter Crossing South 2nd Addition

Motion to adopt Resolution No. 26-91 Approving Final Plat.

RESULT:	CARRIED [4-0]
MOVER:	Ruhland
SECONDER:	Rennaker
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

Motion to adopt Resolution No. 26-92 Approving Development Agreement.

RESULT:	CARRIED [4-0]
MOVER:	Ruhland
SECONDER:	Nelson
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

C. Resolution No. 26-100 Approving Professional Services Agreement with Landform for 2050 Comprehensive Plan

Motion to adopt Resolution No. 26-100 Approving Professional Services Agreement with Landform for 2050 Comprehensive Plan.

RESULT:	CARRIED [4-0]
MOVER:	Rennaker
SECONDER:	Ruhland
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

D. Resolution No. 26-103, Authorizing Preparation of Plans and Specs, Otter Lake Road Roundabout, Otter Crossing South

Motion to adopt Resolution No. 26-103, Authorizing Preparation of Plans and Specs, Otter Lake Road Roundabout, Otter Crossing South.

RESULT:	CARRIED [4-0]
MOVER:	Ruhland
SECONDER:	Nelson
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

E. Otter Lake Road Extension Project

Motion to adopt Resolution No. 26-51, Approving Joint Powers Agreement with the City of Hugo for Improvement and Maintenance of 24th Avenue/Elmcrest Avenue.

RESULT:	CARRIED [4-0]
MOVER:	Rennaker
SECONDER:	Ruhland
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

Motion to adopt Resolution No. 26-109, Approving Design Contract Amendment with WSB Inc. for 24th Avenue/Elmcrest Avenue and Rosemary Way Improvements.

RESULT:	CARRIED [4-0]
MOVER:	Nelson
SECONDER:	Ruhland
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

F. Public Works Building, Grant of Easements and Approving Agreements

Motion to adopt Resolution No. 26-106, Approving Buffer Maintenance Agreement and Grant of Wetland Easement to the Rice Creek Watershed District.

RESULT:	CARRIED [4-0]
MOVER:	Rennaker
SECONDER:	Ruhland
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

Motion to adopt Resolution No. 26-107, Approving Easement Encroachment Agreement with Minnesota Pipe Line Company, LLC.

RESULT:	CARRIED [4-0]
MOVER:	Rennaker
SECONDER:	Nelson
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

G. Resolution No. 26-105, Accepting Bids and Awarding Construction and Professional Services Contracts, Public Works Bid Package 2, Rebid Quote Categories

Motion to adopt Resolution No. 26-105, Accepting Bids and Awarding Construction and Professional Services Contracts, Public Works Bid Package 2, Rebid Quote Categories.

RESULT:	CARRIED [4-0]
MOVER:	Rennaker
SECONDER:	Nelson
AYES:	Rafferty, Nelson, Ruhland and Rennaker
NAYS:	None

8. UNFINISHED BUSINESS

No Report

9. NEW BUSINESS

No Report

10. NOTICES AND COMMUNICATIONS

- A. Planning and Zoning Board Meeting, June 10, 2026, at 6:30 p.m. at City Hall

ADJOURNMENT

Mayor Rafferty adjourned the meeting at 7:24 p.m.

These minutes were approved at the City Council Meeting on June 22, 2026.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

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

STAFF ORIGINATOR: Roberta Colotti, City Clerk

MEETING DATE June 22, 2026

AGENDA ITEM: Adopt Resolution No. 26-111, Special Event Permit and Temporary Liquor License, American Legion Post 566, 2026 Events

VOTE REQUIRED: Simple Majority

INTRODUCTION

American Legion Post 566 has applied for a Special Event Permit and Temporary Liquor license to host two special events.

BACKGROUND

The American Legion Post 566 is planning the Ride for the Joes Event on July 18, 2026, and Blue Heron Days events on August 14th and 15th, with setup and take down the days before and after the events. They have requested to rent the City stage as part of the Special Event Permit application. They are also seeking a temporary liquor license. They have successfully hosted community events in the past.

RECOMMENDATION

Motion to adopt Resolution No. 26-111, Special Event Permit and Temporary Liquor License, American Legion Post 566, 2026 Events.

ATTACHMENTS

1. 26-111 - Resolution - Am Legion Special Event Permit 2026

**CITY OF LINO LAKES
RESOLUTION NO. 26-111**

**SPECIAL EVENT PERMIT AND TEMPORARY LIQUOR
LICENSE, AMERICAN LEGION POST 566, 2026 EVENTS**

WHEREAS, the American Legion Post 566 is planning the Ride for the Joes Event on July 18, 2026 and Blue Heron Days events on August 14th and 15th, with setup and take down the days before and after the events; and,

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes, Minnesota, that the City Council authorizes issuance of a Special Event Permit and Temporary Liquor License for submittal to the State for final approval, for the American Legion, Ride for the Joes Event and Blue Heron Days Events. An alternative date in 2026 may be approved by the City Administrator in the event of inclement weather. Approval is contingent on approval by the police and fire departments, and compliance with all city regulations, completed application, any required insurance policies, and payment of any fees.

Adopted by the Council of the City of Lino Lakes on this 22nd day of June 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC
City Clerk

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

STAFF ORIGINATOR: Roberta Colotti, City Clerk

MEETING DATE June 22, 2026

AGENDA ITEM: Adopt Resolution No. 26-112, Amending Gypsum Consulting, Inc.,
Solicitor License

VOTE REQUIRED: Simple Majority

INTRODUCTION

The Council is being asked to consider Resolution No. 26-112, Amending Gypsum Consulting, Inc., Solicitor License.

BACKGROUND

Gypsum Consulting, Inc., located at 1330 Lagoon Ave., Minneapolis, MN 55446, has been issued a solicitor's license and is requesting to add the following salesperson to their permit:

1. Jackson Mack

They sell Quantum Fiber Internet, Direct TV Stream, and AT&T cell phones.

RECOMMENDATION

Motion to adopt Resolution No. 26-112, Amending Gypsum Consulting, Inc., Solicitor License

ATTACHMENTS

1. 26-112 - Resolution - Amending Gypsum Consulting Inc Solicitor Lic

**CITY OF LINO LAKES
RESOLUTION NO. 26-112**

Amending Gypsum Consulting, Inc., Solicitor License

WHEREAS, Gypsum Consulting, Inc., located at 1330 Lagoon Ave., Minneapolis, MN 55446, has been issued a solicitor license and is requesting to add the following salespeople to their permit:

1. Jackson Mack

NOW, THEREFORE, BE IT RESOLVED that the City Council of Lino Lakes, Minnesota hereby approves the request of Gypsum Consulting, to add Jackson Mack to their solicitor permit, contingent upon a successful background check and payment of all fees.

Adopted by the City Council of the City of Lino Lakes this 22nd of June 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC
City Clerk

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

STAFF ORIGINATOR: Roberta Colotti, City Clerk

MEETING DATE June 22, 2026

AGENDA ITEM: Adopt Resolution No. 26-113, Authorizing the Issuance of a Solicitor License to Pommier Window Washing LLC

VOTE REQUIRED: Simple Majority

INTRODUCTION

The Council is being asked to approve Resolution No. 26-113, Authorizing the Issuance of a Solicitor License to Pommier Window Washing LLC .

BACKGROUND

The attached resolution outlines the conditions and requirements for the issuance of a solicitor's permit to the applicant. All conditions must be met prior to the permit being finalized and as a condition of continued maintenance of the permit. The list of salespeople is included in the resolution. All salespeople are required to complete a successful background check as a condition of approval.

RECOMMENDATION

Motion to adopt Resolution No. 26-113, Authorizing the Issuance of a Solicitor License to Pommier Window Washing LLC

ATTACHMENTS

1. 26-113- Solicitor License Pommier Window Washing

**CITY OF LINO LAKES
RESOLUTION NO. 26-113**

**AUTHORIZING THE ISSUANCE OF A SOLICITOR LICENSE TO
POMMIER WINDOW WASHING LLC**

WHEREAS, Pommier Window Washing LLC, located at 7014 Humber Trail NE, North Branch, MN 55056, has applied for a solicitor license to allow the following salespeople to solicit within the City of Lino Lakes:

1. Evan Pommier

WHEREAS, Pommier Window Washing, LLC, will be required to comply with the provisions of Chapter 613 of the Lino Lakes City Code for obtaining the necessary license as a condition of issuance.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Lino Lakes, Minnesota hereby approves the request of Pommier Window Washing LLC, to solicit throughout Lino Lakes for a period of six (6) months, for a license term beginning within the year 2026, contingent upon successful completion of all conditions of the license.

Adopted by the City Council of the City of Lino Lakes on June 22, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC
City Clerk

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

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: June 22, 2026

TOPIC: Resolution No. 26-116, Approving Property Owner Agreement
Prior Connection, 904 81st Street

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting that City Council approve the Property Owner Agreement Prior Connection for 904 81st Street.

BACKGROUND

The City has substantially completed the 2025 Street Reconstruction project. As part of the project sanitary sewer main and municipal water was extended to serve adjacent properties and for future utility extension. The property owners of 904 81st Street connected to municipal sewer and water. The Minnesota Department of Health (MDH) sent correction orders listing specific properties that required well sealing due to the proximity of the newly installed sanitary sewer main. As part of the agreement between WSB and the City, properties who were included in the correction order and already connected to utilities are to receive water service connection reimbursement.

RECOMMENDATION

Staff is recommending the City Council approve Resolution 26-116 approving the Property Owner Agreement Prior Connection for 904 81st Street.

ATTACHMENTS

1. Resolution No. 26-116
2. Property Owner Agreement 904 81st Street

**CITY OF LINO LAKES
RESOLUTION NO. 26-116**

APPROVING PROPERTY OWNER AGREEMENT PRIOR CONNECTION

WHEREAS, the City has substantially completed the 2025 Street Reconstruction project and sanitary sewer main and municipal water was extended as part of the project; and

WHEREAS, the property owners of 904 81st Street connected to municipal sewer and water; and

WHEREAS, 904 81st Street was included in Minnesota Department of Health correction orders requiring well sealing due to the proximity of the newly installed sanitary sewer main; and

WHEREAS, properties included in the Minnesota Department of Health correction order and already connected to utilities are to receive water service connection reimbursement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes that the Property Owner Agreement Prior Connection between the City of Lino Lakes, WSB and the property owner of 904 81st Street 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 22nd day of June, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

Property Owner Agreement
Prior Connection

This Agreement is entered into by and among _____ the owner(s) (“Property Owner”) of the property located at _____ (the “Property”), the City of Lino Lakes Minnesota (the “City”) and WSB LLC (“WSB”) (collectively the “Parties” and each a “Party”).

RECITALS

WHEREAS, WSB and the City have entered into a Resolution Agreement related to the installation of a sanitary sewer in the City due to Correction Order Nos. 250026 and 250027 for 20 properties issued by the Minnesota Department of Health (“Correction Orders”); and

WHEREAS, the Property is one of the 20 properties included in the Correction Orders;

WHEREAS, as between the City and WSB, certain duties, costs, and responsibilities for the corrective work are allocated by a separate agreement between the City and WSB, which agreement is not amended or limited by this Property Owner Agreement; and nothing herein creates rights in the Property Owner under that separate agreement;

WHEREAS, Property Owner is one of five properties who has already connected to municipal water; and

WHEREAS, in order to avail itself of the rights under the Resolution Agreement, Property Owner is entering into this Agreement.

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. **Benefits to Property Owner.** In consideration for the release below, the Property Owner shall receive the following benefits:
 - a. **Payment of Water Connection Charges.** The Property Owner shall not be responsible for paying the applicable water connection charges, the permits required for the connection to the Municipal Water, or Well Sealing. Property Owner shall submit to WSB and the City invoices for all water connection charges, the permits required for the connection to the Municipal Water, or Well Sealing incurred. Upon receipt of all invoices, receipt of a contractor-completed Well and Boring Sealing Record, proof of payment by the Property Owner and verification that the Minnesota Department of Health has also received a copy of the Well and Boring Sealing Record provided by the Property Owner’s contractor, the Property Owner will be reimbursed for those costs by WSB. The City will not be responsible for providing the reimbursement. Property Owner will not receive reimbursement for any of the costs until the well sealing is complete, the invoice

proving sealing of the well is submitted and the Minnesota Department of Health receipt of the Well and Boring Sealing Record has been verified by WSB.

- b. **Well Water Testing.** All required testing of the wells prior to sealing shall be performed by a qualified third-party at no charge to the Property Owner. The Property Owner shall submit to the City and WSB all testing results and invoices for the testing, which will be reimbursed by WSB.
 - c. **Utility Credit.** Property Owner will receive a utility credit in the total amount of One Thousand Dollars (\$1,000), which shall be applied as a credit against the Property Owner's municipal water utility bills as such bills become due and payable, until the full \$1,000 credit has been exhausted. The utility credit shall be applied on a periodic billing basis and shall not be paid in cash or refunded for any unused balance. If the Property is sold or otherwise transferred before full use of the credit, any remaining balance is forfeited and shall not transfer to or be available for use by any subsequent owner.
2. **Property Owner Release.** In return for the consideration outlined in Paragraph 1 above and other good and valuable consideration, the receipt of which is hereby acknowledged, Property Owner hereby releases and forever discharges the City and WSB and their agents and employees from any and all claims, causes of action and demands of every kind or nature, whether asserted or unasserted, known or unknown, relating in any way to the Correction Orders, the connection to the Municipal Water, or the Well Sealing (the "Released Claims").
 3. **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.
 4. **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.
 5. **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.
 6. **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.

7. **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.
8. **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. Property Owner represents that it is the sole and exclusive owner of the Property and that it has not been transferred or otherwise devised to any other party.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this __ date of _____, 2026.

CITY OF LINO LAKES, MINNESOTA

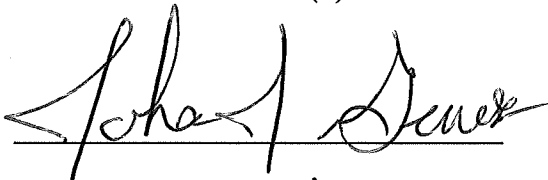
By: Rob Rafferty, Mayor

By: Roberta Colotti, CMC, City Clerk

WSB LLC

By: [NAME], [TITLE]

PROPERTY OWNER(S)



John J Genosky

June 8, 2026

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE June 22, 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
Karen	Swyter	Child Watch Attendant
Ella	Barno	Child Watch Attendant
Claire	Fast	Child Watch Attendant

Start dates vary based on position and training schedule.

ATTACHMENTS

None

**CITY COUNCIL
STAFF REPORT
AGENDA ITEM 2.A.**

STAFF ORIGINATOR: Tracy Thoma, Finance Director

MEETING DATE June 22, 2026

AGENDA ITEM: Consider Resolution No. 26-123 Authorizing Preparation of Utility Rate and Restructure Study

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting council consideration to authorize preparation of a Utility Rate and Restructure Study.

BACKGROUND

The primary goal of the utility rate and restructure study is to develop fair and equitable water, sanitary sewer, and storm water rates while ensuring each utility fund remains financially stable and aligned with its operating, capital, and reserve requirements. A key component of this effort will be the development of a long-term financial plan that positions the City to successfully carry out planned infrastructure improvements as scheduled, with confidence that adequate resources will be available when needed.

The last utility rate study was performed in 2021 by Baker Tilly recommending water and sewer rates through 2026. The utility rate structure was not addressed at that time.

Staff are recommending the authorization of Ehlers Public Finance Advisors to conduct the utility rate and restructure study. The City of Lino Lakes has a well-established relationship with Ehlers. The project team will consist of Keith Dahl, supported by Kelly Horn and Jeanne Vogt. The proposed cost is a *not-to-exceed* amount of \$58,900. Only actual hours worked will be billed, so the final cost may be less. The utility rate study was included in the 2026 water and sewer fund budget. Results of the study should be available in November for Council to consider rate recommendations to take effect on January 1, 2027.

The study will include:

- Water Rate Study

- Sanitary Sewer Rate Study
- Storm Water Rate Study
- Water Rate Restructure
- Sanitary Sewer Rate Restructure
- Utility Connection Fee Study

RECOMMENDATION

Staff is recommending acceptance of the proposal and authorization to enter into a professional services agreement with Ehlers Public Finance Advisors to prepare the Utility Rate and Restructure Study.

ATTACHMENTS

1. Ehlers Utility Rate Study Proposal - 06.17.26
2. 26-123 - Authorizing Preparation of Utility Rate and Restructure Study

June 17, 2026

Tracy Thoma
Finance Director
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014

RE: Proposal for a Utility Rate and Restructure Study

Dear Tracy,

We are pleased to present this proposal to undertake a utility rate study for the City of Lino Lakes (“City”). We appreciate our long-standing relationship with the City and hope this proposal demonstrates our team’s collective qualifications to deliver a study that meets your objectives.

Establishing a stable and predictable approach to utility funding is essential to minimizing long-term impacts on ratepayers. We recognize the importance of equipping both the City Council and Administration with clear, well-supported guidance to promote a consistent and sustainable approach to utility rate adjustments. Developing a pattern of modest, predictable annual rate changes can help avoid larger, more disruptive increases in the future while maintaining system reliability and financial stability. As it has been approximately five years since the City last completed a utility rate study, this effort also represents a timely opportunity to refresh assumptions and align with best practices for periodic review. This study will provide the Council and Administration with the information and tools needed to make informed decisions that balance ratepayer impacts with ongoing system needs.

The primary goal of the utility rate study is to develop fair and equitable water, sanitary sewer, and storm water rates while ensuring each utility fund remains financially stable and aligned with its operating, capital, and reserve requirements. A key component of this effort will be the development of a long-term financial plan that positions the City to successfully carry out planned infrastructure improvements as scheduled, with confidence that adequate resources will be available when needed.

The utility rate study will result in:

- A comprehensive understanding of the anticipated financial needs of the City’s utility systems, including the operating and capital funds for the water, sanitary sewer, and

storm water utilities.

- A funding plan to support future capital projects and ongoing system replacement
- Rate and fee recommendations that are fair, equitable, and aligned with user categories, with projections through 2037 (10 years)
- Recommendations for maintaining appropriate cash balances and reserve levels to support financial stability
- A flexible financial planning tool to help the City respond to changes in capital plans, revenue variability, and community growth

Project Approach

Ehlers approaches its studies with a keen awareness that any adjustments to utility rates will impact all stakeholders: the residents and businesses who pay the bills, the City’s financial health, and City staff who need to implement and effectively communicate proposed rate changes.



We work as a team with City staff so that all aspects of the utilities are considered and factored into recommended rates. We take complex data and modeling and translate it into clear, practical guidance that supports the City Council in making informed, forward-looking decisions.

Appendix A details the methodology for the **Water Rate Study**. We recommend retaining tiered rates for the water utility and will evaluate the efficacy and equity of the existing tier structure over time. This review will position the City to confirm that the current approach continues to align with conservation goals, cost-of-service principles, and long-term financial

sustainability. The City will receive a rate structure analysis to proactively address these considerations.

Appendix B details the methodology for the **Sanitary Sewer Rate Study**. This effort will include an evaluation of the City's existing rate structure, focusing on financial stability, equity among user classes, and alignment between revenues and system costs. We will review historical and projected performance to identify opportunities for improvement and provide forward-looking options that enhance clarity and adaptability. The City will receive a rate structure analysis to proactively address these considerations.

Appendix C details the methodology for the **Storm Water Rate Study**. This effort will include a review and evaluation of the City's existing rate structure and policies, focusing on equity, revenue adequacy, and alignment with system costs and long-term financial needs. We will assess how the current framework performs under existing and projected conditions and identify opportunities to strengthen clarity, consistency, and adaptability.

Appendix D details the methodology for the **Utility Connection Fee Study**, including water, sanitary sewer, and surface water management. We will prepare a forward-looking analysis of access charges to ensure that new development contributes proportionally to the infrastructure required to serve growth. This approach will help position the City to align connection fees with system capacity needs, planned capital investments, and long-term financial sustainability objectives across all utility systems, particularly in the utility capital funds.

Utility Rate Study Project Deliverables

Upon completion, the City will have:

- Rate recommendations for the water, sanitary sewer and storm water utility funds for the next 10 years
- An evaluation of the rate structure for the Water and Sanitary Sewer utilities
- Rate recommendations for the water and sewer trunk and availability charges, as well as surface water management fees for the next 10 years
- Recommendations for appropriate cash balances and a strategy for maintaining reserves in both the utility operating funds and utility capital improvement funds
- A funding plan for future capital projects and utility replacement
- The rate study results in a PowerPoint presentation outlining rate-setting recommendations to be presented at two City Council meetings for consideration

- An Executive Summary report memorializing the customized recommendations
- Financial projections will be provided in electronic format so that if the City chooses, it can update spreadsheets internally for future years
- A transparent decision-making process

Project Team & Schedule

The project team for the utility rate study will consist of Keith Dahl, supported by Kelly Horn and Jeanne Vogt. Keith will serve as Project Manager and will attend City Council meetings. Kelly and Jeanne will complete the numerical analysis.

Depending on the availability of capital improvement plans, growth estimates, financial information and meeting schedules, an analysis of the utility funds can begin in late July. At our first meeting we can finalize an expected timeline with you for various milestones to ensure the process is completed in a timely fashion. We understand the Council would like to consider the rate recommendations in November with new rate structures taking effect on January 1, 2027 and Ehlers is committed to and can meet this schedule.

Proposed Cost

We have discussed options to look at your existing rates for all utilities and the options for potential rate restructure for each utility. We have provided a breakdown of cost for just a rate study for each utility and then a rate study that includes the analysis of your rates/tiers & connection fee study. Ehlers proposes to complete the Water, Sanitary Sewer, Storm Water, and Utility Connection Fee Rate and Restructure Study for the **not-to-exceed** cost of \$58,900. You will only be billed for actual hours worked, so the final cost may be less.

Utility Rate and Restructure Study	
Water Rate Study	\$16,120
Sanitary Sewer Rate Study	13,020
Storm Water Rate Study	7,750
Utility Connection Fee Study	9,300
Water Rate Restructure	7,130
Sanitary Sewer Rate Restructure	<u>5,580</u>
Total Utility Rate and Restructure Study	\$58,900

As the projects unfold, Ehlers will invoice monthly for work completed in the prior month. Additional work outside the scope of the above studies, such as additional rate structure

scenarios or detailed analysis related to a customer assistance program, will be performed upon request of the City on an hourly basis at our normal rate of \$310.

Ehlers is committed to delivering and showing value in our work. Thank you for collaborating with us in your financial planning discussion. We appreciate your consideration and look forward to discussing how Ehlers can best serve the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith Dahl". The signature is fluid and cursive, with the first name "Keith" being more prominent than the last name "Dahl".

Keith Dahl
Senior Municipal Advisor
(651) 697-8595
kdahl@ehlers-inc.com

Appendix A

Scope of Work for the Water Rate Study, Rate Restructure

Ehlers proposes to take the following steps in completing the Water Rate Study. Our approach is flexible and has proven to deliver the information, recommendations, and facilitated discussion essential to setting water utility rates with confidence and accuracy.

Step 1. Gather and review data from City staff

Rate studies are a team effort. Ehlers will work with you to ensure that we receive the necessary data for the study. Some of this information may already be available on the City's website.

- Detailed water usage data for the previous 12 months
- Most recent DNR Pumping Report
- Projected growth estimates (if applicable)
- 2025 audited financial statements
- 2026 Budget and actuals
- Most recent capital improvement plan
- Debt repayment schedules for all water utility debt obligations
- Current year fee schedule and utility billing information necessary to analyze billing data
- City ordinance that pertains to rate setting
- Other information as necessary

Step 2. Complete a review of the City's Capital Improvement Plan

We will use information from City staff and consulting engineers, if applicable, to compile a detailed Capital Improvement Plan for the water utility. We will ensure all water utility-related costs, such as equipment and capital improvement projects, are included in the Capital Improvement Plan.

Step 3. Solicit feedback on concrete objectives that the City wants to achieve with the study.

At our initial meeting, Ehlers will work with staff to make sure we fully understand the utility's financial situation, including outstanding and planned capital projects, the City's short and long-term goals, and future estimates of land use and growth.

Step 4. Complete water rate study

This step will focus on providing a financial projection for the water utility that identifies the targeted revenues needed to pay for operations, maintenance, and future capital improvements. Ehlers will:

- Develop a pro forma cash flow statement for the water fund showing total operating revenues and total expenses, including operations and maintenance costs, depreciation, department servicing, net operating income, capital improvements, etc., to evaluate the adequacy of existing and proposed rates
- Develop a funding strategy for capital improvements
- Analyze twelve months of detailed utility billing data
- Identify any additional issues, such as:
 - ✓ The use of debt vs. cash to pay for future capital improvements, with an emphasis on financing capital improvements with cash.
 - ✓ Minimum cash balance for the funds
 - ✓ Address city-identified issues
- Develop inflationary water rate recommendations for the next ten years

Step 5. Provide up to two options for a new water rate structure

- Restructure rates to achieve equity between user classes, assure tiers are set appropriately to promote conservation
- Ensure new rate structure will achieve revenue requirements for the water fund

Step 6. Review preliminary findings with City staff

- Review preliminary findings and seek direction for any revisions
- Facilitate discussion to prioritize projects, if necessary, and develop proposed charges

Step 7. Prepare Recommendations

The rate analysis will give recommendations for the staff and Council to consider. The recommendations will be customized for the City and will address annual adjustments to rates, cash balance policies, and the timing of capital improvements.

Step 8. Community Comparison

Ehlers will survey up to five other communities that are either comparable or nearby to Lino Lakes to gather rate information and calculate a sample bill in each community.

Step 9. Presentation to Council and the Community

The water rate study will be presented together with the other utility and connection fee studies. The utility rate study will include a total of two PowerPoint presentations at a City Council work session or meeting.

Step 10. Prepare Executive Summary

An Executive Summary will be prepared for the utility rate study, including an overview of the background, approach and recommendations for the water rates.

Appendix B

Scope of Work for the Sanitary Sewer Rate Study, Rate Restructure

Ehlers proposes to take the following steps in completing the Sanitary Sewer Rate Study. Our approach is flexible and has proven to deliver the information, recommendations, and facilitated discussion essential to setting sanitary sewer utility rates with confidence and accuracy.

Step 1. Gather and review data from City staff

Rate studies are a team effort. Ehlers will work with you to ensure that we receive the necessary data for the study. Some of this information may already be available on the City's website.

- Summary sewer usage data for the previous 12 months
- Projected growth estimates (if applicable)
- 2025 audited financial statements
- 2026 Budget and actuals
- Most recent capital improvement plan
- Debt repayment schedules for all sewer utility debt obligations
- Current year fee schedule and utility billing information necessary to analyze billing data
- City ordinance that pertains to rate setting
- Other information as necessary

Step 2. Complete a review of the City's Capital Improvement Plan

We will use information from City staff and consulting engineers, if applicable, to compile a detailed Capital Improvement Plan for the sanitary sewer utility fund. We will ensure all sewer utility-related costs, such as equipment and capital improvement projects, are included in the Capital Improvement Plan.

Step 3. Solicit feedback on concrete objectives that the City wants to achieve with the study.

At our initial meeting, Ehlers will work with staff to make sure we fully understand the utility's financial situation, including outstanding and planned capital projects, the City's short and long-term goals, and future estimates of land use and growth.

Step 4. Complete sewer rate study

This step will focus on providing a financial projection for the sewer utility that identifies the targeted revenues needed to pay for operations, maintenance, and future capital improvements. Ehlers will:

- Develop a pro forma cash flow statement for the sewer fund showing total operating revenues and total expenses, including operations and maintenance costs, depreciation, department servicing, net operating income, capital improvements, etc., to evaluate the adequacy of existing and proposed rates
- Develop a funding strategy for capital improvements
- Identify any additional issues, such as:
 - ✓ The use of debt vs. cash to pay for future capital improvements, with an emphasis on financing capital improvements with cash.
 - ✓ Minimum cash balance for the funds
 - ✓ Address city-identified issues
- Develop inflationary sewer rate recommendations for the next ten years

Step 5. Provide one option for a new sewer rate structure

- Analyze twelve months of detailed utility billing data
- Restructure rates to simplify rate structure and achieve equity between user classes, which would result in a fixed base charge and a volumetric rate
- Ensure new rate structure will achieve revenue requirements for the sewer fund

Step 6. Review preliminary findings with City staff

- Review preliminary findings and seek direction for any revisions
- Facilitate discussion to prioritize projects, if necessary, and develop proposed charges

Step 7. Prepare Recommendations

The rate analysis will give recommendations for the staff and Council to consider. The recommendations will be customized for the City and will address annual adjustments to rates, cash balance policies, and the timing of capital improvements.

Step 8. Community Comparison

Ehlers will survey up to five other communities that are either comparable or nearby to Lino Lakes to gather rate information and calculate a sample bill in each community.

Step 9. Presentation to Council and the Community

The sanitary sewer rate study will be presented together with the other utility and connection fee studies. The utility rate study will include a total of two PowerPoint presentations at a City Council work session or meeting.

Step 10. Prepare Executive Summary

An Executive Summary will be prepared for the utility rate study, including an overview of the background, approach and recommendations for the sanitary sewer rates.

Appendix C

Scope of Work for the Storm Water Rate Study

Ehlers proposes taking the following steps in completing the Storm Water Rate Study. Our approach is flexible and has proven to deliver the information, recommendations, and facilitated discussion essential to setting storm water utility rates with confidence and accuracy.

Step 1. Gather and review data from City staff

Rate studies are a team effort. Ehlers will work with you to ensure that we receive the necessary data for the study. Some of this information may already be available on the City's website.

- Summary storm water billing data for the previous 12 months
- Projected growth estimates (if applicable)
- 2025 audited financial statements
- 2026 Budget and actuals
- Most recent capital improvement plan
- Debt repayment schedules for all storm water utility debt obligations (if any)
- Current year fee schedule and utility billing information necessary to analyze billing data
- City ordinance that pertains to rate setting
- Other information as necessary

Step 2. Complete a review of the City's Capital Improvement Plan

We will use information from City staff and consulting engineers, if applicable, to compile a detailed Capital Improvement Plan for the storm water utility fund. We will ensure all storm water utility-related costs, such as equipment and capital improvement projects are included in the Capital Improvement Plan.

Step 3. Solicit feedback on concrete objectives that the City wants to achieve with the study.

At our initial meeting, Ehlers will work with staff to make sure we fully understand the utility's financial situation, including outstanding and planned capital projects, the City's short and long-term goals, and future estimates of land use and growth.

Step 4. Complete storm water rate study

This step will focus on providing a financial projection for the storm water utility that identifies the targeted revenues needed to pay for operations, maintenance, and future capital improvements. Ehlers will:

- Develop a pro forma cash flow statement for the storm water fund showing total operating revenues and total expenses, including operations and maintenance costs, depreciation, department servicing, net operating income, capital improvements, etc., to evaluate the adequacy of existing and proposed rates
- Develop a funding strategy for capital improvements
- Identify any additional issues, such as:
 - ✓ The use of debt vs. cash to pay for future capital improvements, with an emphasis on financing capital improvements with cash.
 - ✓ Minimum cash balance for the funds
 - ✓ Address city-identified issues
- Develop inflationary storm water rate recommendations for the next ten years

Step 5. Review preliminary findings with City staff

- Review preliminary findings and seek direction for any revisions
- Facilitate discussion to prioritize projects, if necessary, and develop proposed charges

Step 6. Prepare Recommendations

The rate analysis will give recommendations for the staff and Council to consider. The recommendations will be customized for the City and will address annual adjustments to rates, cash balance policies, and the timing of capital improvements.

Step 7. Community Comparison

Ehlers will survey up to five other communities that are either comparable or nearby to Lino Lakes to gather rate information and calculate a sample bill in each community.

Step 8. Presentation to Council and the Community

The storm water rate study will be presented together with the other utility and connection fee studies. The utility rate study will include a total of two PowerPoint presentations at a City Council work session or meeting.

Step 9. Prepare Executive Summary

An Executive Summary will be prepared for the utility rate study, including an overview of the background, approach and recommendations for the storm water rates.

Appendix D

Scope of Work for the Water and Sewer Connection, and Surface Water Management Fees Study

Ehlers proposes the following steps in completing the connection fee study. Our approach is flexible and has proven to deliver the information, recommendations, and facilitated discussion essential to setting development fees with confidence and accuracy.

Step 1. Gather and review data from City staff

Rate studies and financial plans are a team effort. Ehlers will work with you to ensure that we receive the necessary data for the study.

Step 2. Complete a review of the City's Capital Improvement Plan

We will use information from City staff and consulting engineers, if applicable, to compile a detailed Capital Improvement Plan for the for the expansion of the water and sewer utilities and surface water management systems.

Step 3. Solicit feedback on concrete objectives that the City wants to achieve with the study.

At our initial meeting, Ehlers will work with staff to make sure we fully understand the City's financial situation, including outstanding and planned capital projects and the City's short and long-term goals. We will specifically engage in a discussion about the City's goal that "growth pays for growth."

Step 4. Complete fee study and financial plan

This step will focus on providing recommendations for water and sewer access charges and developing a financial plan. Ehlers will:

- Assemble and review debt schedules related to outstanding debt for prior system expansions
- Develop a pro forma cash flow statement showing projected development, proposed capital expenditures, and fee revenue to evaluate the adequacy of proposed connection fees

- Develop recommendations for development-related fees and charges for the water and sewer system.

Step 5. Review preliminary findings with City staff

As we receive direction from the staff, we will adjust our methodology as needed. We will respond to the City's priorities and concerns without incurring unnecessary steps or cost.

Step 6. Prepare Recommendations

The connection fee study will give recommendations for the staff and Council to consider.

Step 7. Community Comparison

Ehlers will survey up to five other communities that are either comparable or nearby to Lino Lakes.

Step 8. Presentation to Council and the Community

The connection fee study will be presented together with the other utility studies. The utility rate study will include a total of two PowerPoint presentations at a City Council work session or meeting.

Step 9. Prepare Executive Summary

An Executive Summary will be prepared for the connection fee study, including an overview of the background, approach and recommendations for the water, sewer, and surface water management access charges.

**CITY OF LINO LAKES
RESOLUTION NO. 26-123**

**APPROVING PROFESSIONAL SERVICES AGREEMENT WITH EHLERS FOR
PREPARATION OF UTILITY RATE AND RESTRUCTURE STUDY**

WHEREAS, the City of Lino Lakes has identified the need to ensure adequate funding for the water and sewer utilities operations, debt service, and capital infrastructure; and

WHEREAS, Ehlers Public Finance Advisors has submitted a proposal to provide professional services to assist the City in conducting a Utility Rate and Restructure Study; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the Professional Services Agreement with Ehlers Public Finance Advisors for Preparation of a Utility Rate and Restructure Study is hereby approved and staff is authorized to execute the proposal on behalf of the City.

Adopted by the City Council of the City of Lino Lakes this 22rd day of June, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE June 22, 2026

AGENDA ITEM: Appointment of Public Works Maintenance Worker

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the appointment of Michael Cave to the full-time Parks Maintenance Worker position within the Public Works Department.

BACKGROUND

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

Cave brings relevant maintenance experience from the City of Coon Rapids Public Works department and a background as a construction foreman.

The starting wage for Cave will be \$34.52 per hour, which is Step 2 in a 7 step wage scale for the Maintenance Worker position.

With the Council's approval, Cave would start in the Parks Maintenance Worker position on June 29, 2026.

The hiring of Cave will backfill the Parks Maintenance Worker vacancy that was created due to a resignation on April 16, 2026. The 2026 Adopted Budget includes four full-time Parks Maintenance Worker positions.

RECOMMENDATION

Please approve the appointment of Michael Cave to the Parks Maintenance Worker position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Diane Hankee, PE City Engineer

MEETING DATE: June 22, 2026

TOPIC: Resolution 26-114, Order Project, Approve the Plans and Specifications and Authorize the Ad for Bid, 2026 Trunk Watermain Project

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council approval to order the project and authorize the ad for bid for the 2026 Trunk Watermain Project.

BACKGROUND

On May 27, 2025, the City Council approved the preparation of the plans and specifications for the 2026 Trunk Watermain Project. The 2026 Trunk Watermain Project includes directional drilling a 30-inch diameter casing pipe and installing an 16-inch diameter watermain under I-35E, north of Main Street. The project will loop the water system from the Watermark Development to the future system on the east side of I35E that will be installed with the Otter Lake Road Extension project.

The estimated total project cost is \$690,000. Funding for the project is expected to be from the Area & Unit Trunk Fund.

The project schedule:

Authorize Preparation of Plans and Specifications	May 27, 2025
Order Improvement, Approve Plans and Specs, Authorize Ad for Bids	June 22, 2026
City Opens Bids	July 22, 2026
City Council Awards Contract	July 27, 2026
Construction Begins	August, 2026
Final Completion	October 31, 2026

RECOMMENDATION

Staff is recommending approval of Resolution No. 26-114, Order Project, Approve the Plans and

Specifications and Authorize the Ad for Bid for the 2026 Trunk Watermain Project.

ATTACHMENTS

1. Resolution No. 26-114
2. Construction Plans

**CITY OF LINO LAKES
RESOLUTION NO. 26-114**

**ORDER PROJECT, APPROVE PLANS AND SPECIFICATIONS, AND AUTHORIZE
ADVERTISEMENT FOR BIDS FOR 2026 TRUNK WATERMAIN PROJECT**

WHEREAS, the City Engineer has prepared plans and specifications for the 2026 Trunk Watermain Project. Project plans and specifications have been presented to the City Council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.

2. The City Clerk shall prepare and cause to be inserted in the official paper and in Finance and Commerce an advertisement for bids for the making of such improvement under such approved plans and specifications. The advertisement shall be published for two weeks, shall specify the work to be done, shall state that bids will be received by the Clerk, at which time they will be publicly opened at the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at 6:30 p.m. on July 27th, 2026, in the Council chambers of the City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for five (5) percent of the amount of such bid.

Adopted by the Council of the City of Lino Lakes this 22nd day of June 2026.

Rob Rafferty, Mayor

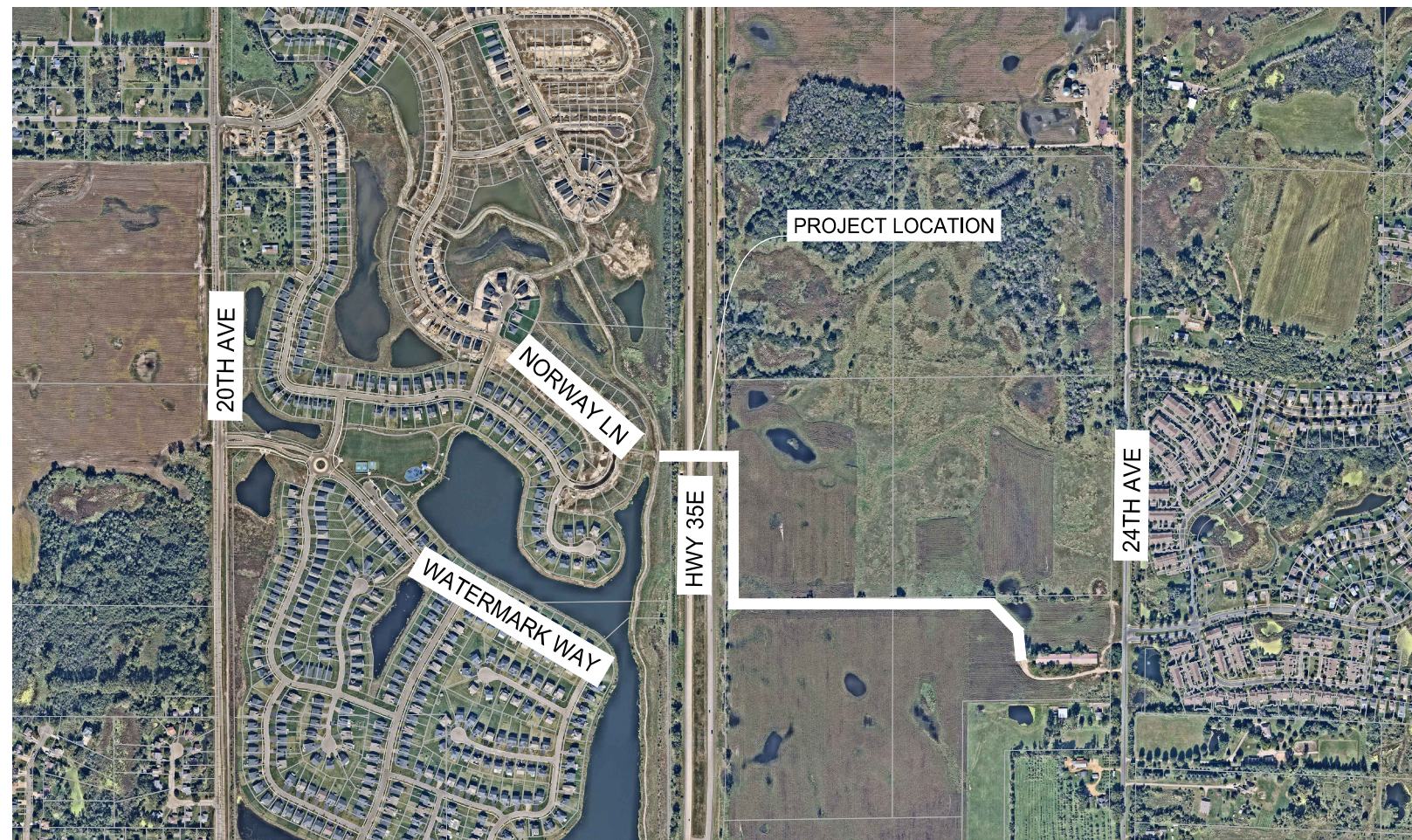
ATTEST:

Roberta Colotti, CMC, City Clerk

2026 TRUNK WATERMAIN PROJECT

CITY OF LINO LAKES, MN

CONSTRUCTION PLAN FOR WATERMAIN IMPROVEMENTS



PROJECT LOCATION MAP

EXISTING PLAN SYMBOLS

- PROPERTY LINES/RIGHT-OF-WAY
- UTILITY EASEMENT
- TREE LINE
- SIGN
- DECIDUOUS TREE
- SHRUB
- CONIFEROUS TREE

EXISTING UTILITY SYMBOLS

- FIBER OPTIC LINE
- GAS LINE
- COMMUNICATION LINE
- ELECTRIC POWER LINE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- COMMUNICATIONS PEDESTAL
- POWER POLE
- ELECTRIC BOX
- CATCH BASIN
- STORM APRON
- STORM SEWER MANHOLE
- GATE VALVE
- HYDRANT
- SANITARY SEWER MANHOLE

GOVERNING SPECIFICATIONS

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

THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

THE LATEST EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA'S "STANDARD UTILITIES SPECIFICATION" SHALL APPLY.

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

PLAN SET INDEX

SHEET NO.	SHEET TITLE
1	TITLE SHEET
2	GENERAL LAYOUT
3	STATEMENT OF ESTIMATED QUANTITIES
4	TABULATIONS
5	MISCELLANEOUS DETAILS
6	ACCESS ROUTE PLAN
7	WATERMAIN PLANS
8-11	EROSION CONTROL PLANS



THIS PLAN SET HAS BEEN PREPARED FOR:

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

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



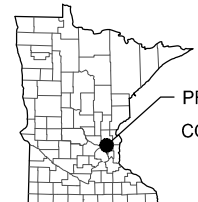
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PAUL HORNBY, P.E.

DATE: 06/26/2026 LICENSE NUMBER: 23359

EXCAVATION NOTICE SYSTEM

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



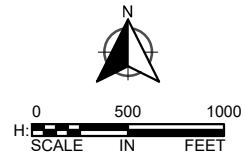
PROJECT LOCATION
COUNTY: ANOKA

SECT 13, TWP 31N, RNG 22W
HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD88

UTILITY INFORMATION

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED, "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".

GOPHER ONE CALL TICKET NUMBER: 260932078
UTILITY COORDINATION MEETING HELD ON: 05/21/2026



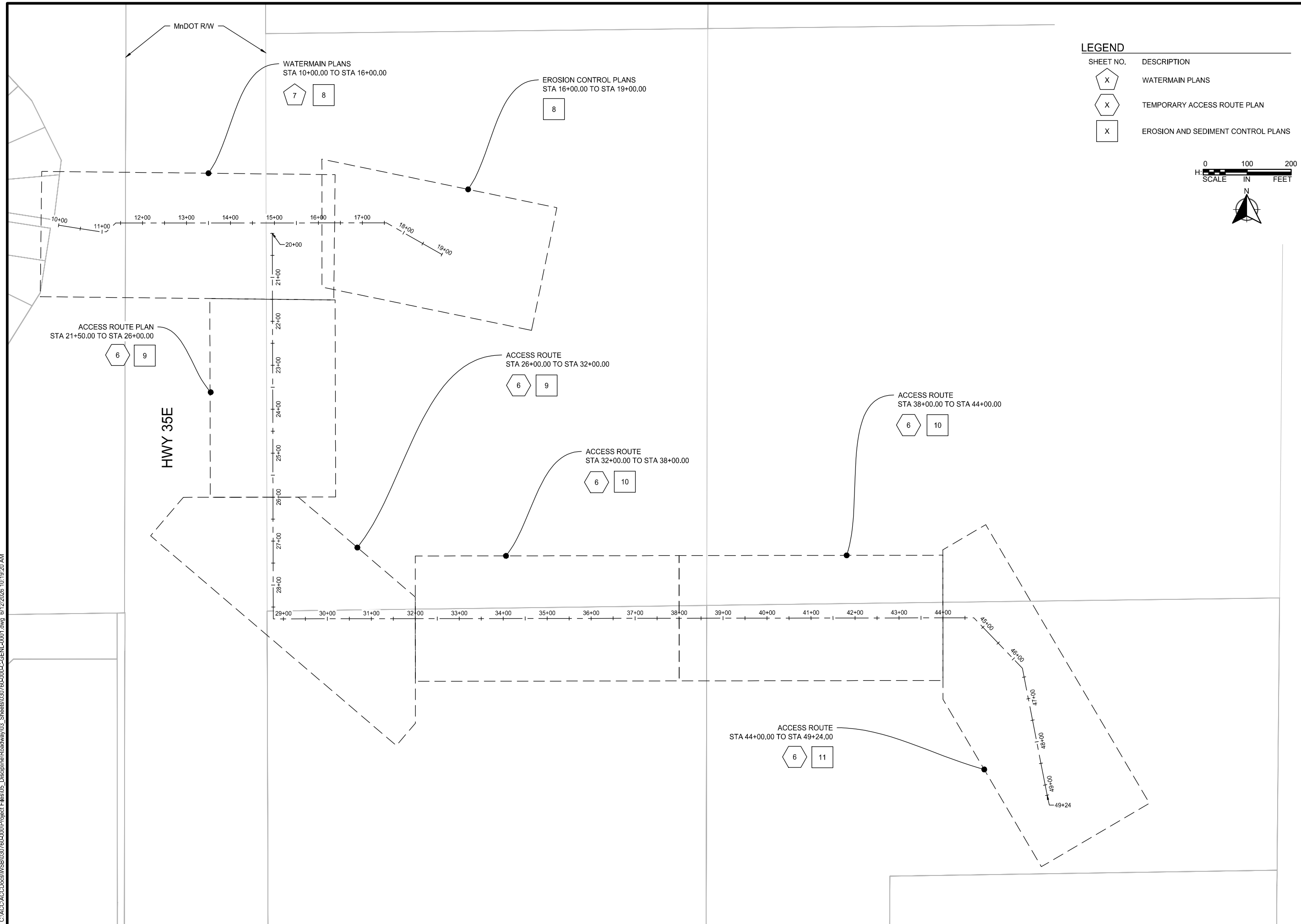
PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

WSB PROJ. NO. 030760-000

SHEET
1
OF
11

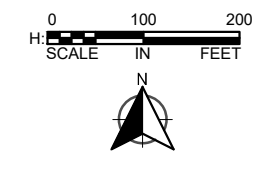
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LEGEND

SHEET NO.	DESCRIPTION
X	WATERMAIN PLANS
X	TEMPORARY ACCESS ROUTE PLAN
X	EROSION AND SEDIMENT CONTROL PLANS



SCALE: AS SHOWN
DESIGN BY: CPK
PLAN BY: CPK
CHECK BY: PTH

REVISIONS	
NO.	DESCRIPTION

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.

PAUL HORNBY, PE
DATE: 06-26-2026 LIC. NO.: 23359

GENERAL LAYOUT

**2026 TRUNK WATERMAIN PROJECT
CITY OF LINO LAKES, MN**

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STATEMENT OF ESTIMATED QUANTITIES

NOTES	TAB	ITEM NO.	MNDOT SPECIFICATION NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
A. WATERMAIN IMPROVEMENTS						
		1	2021.501	MOBILIZATION	LS	1
1		2	2104.503	SALVAGE FENCE	L F	20
1		3	2106.601	DEWATERING	LS	1
		4	2106.601	CONSTRUCT ACCESS ROAD	LS	1
1		5	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	hour	12
1		6	2123.610	UTILITY CREW	hour	12
	A	7	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1
	A	8	2504.602	HYDRANT	EACH	1
	A	9	2504.602	6" GATE VALVE & BOX	EACH	1
	A	10	2504.603	6" WATERMAIN DUCTILE IRON CL 52	L F	6
	A	11	2504.603	16" WATERMAIN DUCTILE IRON CL 50	L F	58
	A	12	2504.603	18" WATERMAIN HDPE DR 11 (DIRECTIONAL DRILLED)	L F	339
	A	13	2504.603	30" HDPE DR 11 CASING PIPE (DIRECTIONAL DRILLED)	L F	335
	A	14	2504.608	DUCTILE IRON FITTINGS	LB	1642
1		15	2557.603	INSTALL FENCE	L F	20
		16	2563.601	TRAFFIC CONTROL	LS	1
		17	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1
		18	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	3200
2		19	2574.507	COMMON TOPSOIL BORROW	C Y	35
2		20	2574.508	FERTILIZER TYPE 4	LB	10
3		21	2575.504	RAPID STABILIZATION METHOD 4	S Y	300
2		22	2575.505	SEEDING	ACRE	0.1
2		23	2575.508	HYDRAULIC MULCH MATRIX	LB	200
4		24	2575.509	MULCH MATERIAL TYPE 3	TON	2.00
2		25	2575.523	WATER	MGAL	86
2		26	2575.523	RAPID STABILIZATION METHOD 3	MGAL	204
3		27	2575.608	SEED WET DITCH	LB	3
2		28	2575.608	SEED SOUTHERN SHORTGRASS ROADSIDE	LB	3

NOTES

- 1.) TO BE USED AS APPROVED BY THE ENGINEER.
- 2.) GENERAL RESTORATION ON WEST SIDE OF HIGHWAY
- 3.) WETLAND RESTORATION
- 4.) TILLED FARMLAND RESTORATION

BASIS OF QUANTITIES

WATER (TURF ESTABLISHMENT): 0.0224 MGAL/S Y
 FERTILIZER TYPE 4: 120 LBS/ACRE
 HYDRAULIC MULCH MATRIX: 2500 LBS/ACRE
 SEED WET DITCH: 20 LBS/ACRE
 SEED SOUTHERN SHORTGRASS ROADSIDE: 26 LBS/ACRE
 MULCH MATERIAL TYPE 3: 2 TONS/ACRE
 RAPID STABILIZATION METHOD 3: 6000 GAL/ACRE



SCALE: AS SHOWN
 PLAN BY: CPK
 DESIGN BY: CPK
 CHECK BY: PTH

NO.	DATE	DESCRIPTION

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PAUL HORNBY, PE
 DATE: 06-26-2026 LIC. NO.: 23359

STATEMENT OF ESTIMATED QUANTITIES

2026 TRUNK WATERMAIN PROJECT
 CITY OF LINO LAKES, MN

WSB PROJECT NO.
 030760-000

SHEET
 3 OF 11
 Page 69 of 149

WATERMAIN TABULATION									A
STREET	CONNECT TO EXISTING WATER MAIN EACH	WATERMAIN OFFSET EACH	STRUCTURE		CIRCULAR				DUCTILE IRON FITTINGS LB
			HYDRANT EACH	6" GATE VALVE & BOX	16" WATERMAIN DUCTILE IRON CL 50 L F	6" WATERMAIN DUCTILE IRON CL 52 L F	18" WATERMAIN HDPE DR 11 L F	24" WATERMAIN HDPE DR 11 L F	
HIGHWAY 35E	1	0	1	1	58	6	339	335	1642
TABULATION TOTAL:	1	0	1	1	58	6	339	335	1642

WATERMAIN TABULATION NOTES:

1.) ALL DUCTILE IRON FITTINGS SHALL BE C153 (COMPACT).

SCALE: AS SHOWN
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REVISIONS	
NO.	DESCRIPTION

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PAUL HORNBY, PE
 DATE: 06-26-2026 LIC. NO.: 23359

TABULATIONS

2026 TRUNK WATERMAIN PROJECT
 CITY OF LINO LAKES, MN

WSB PROJECT NO.
 030760-000

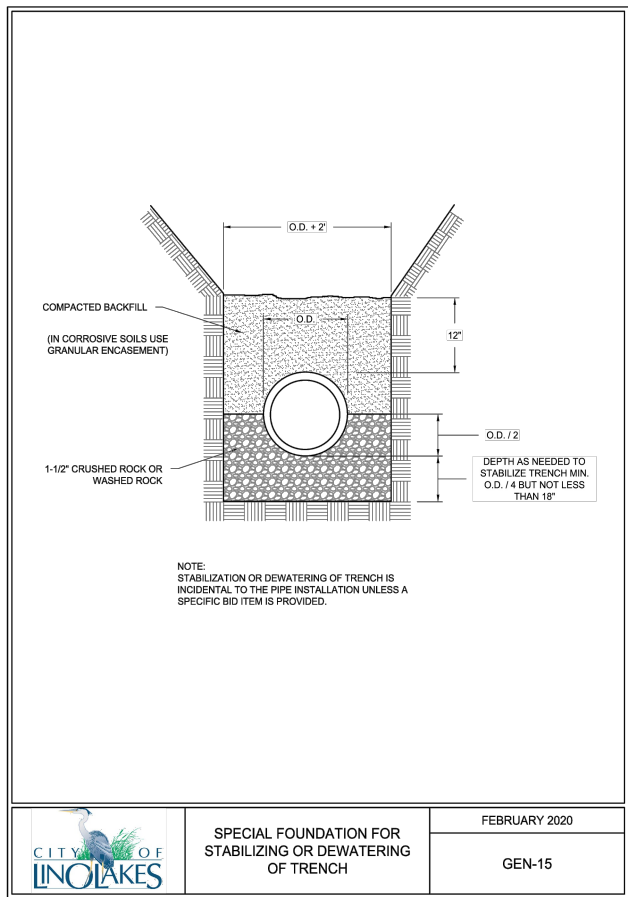
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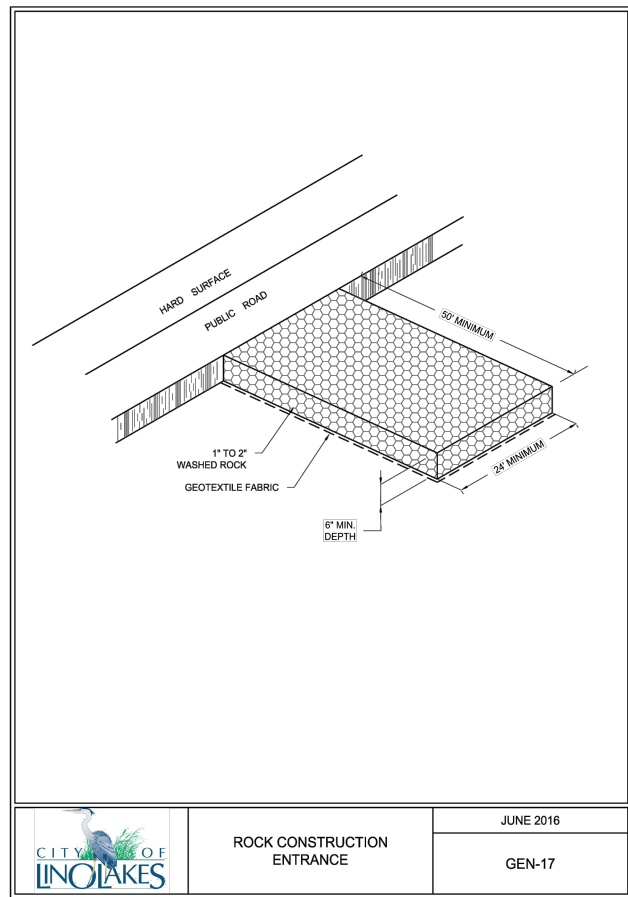
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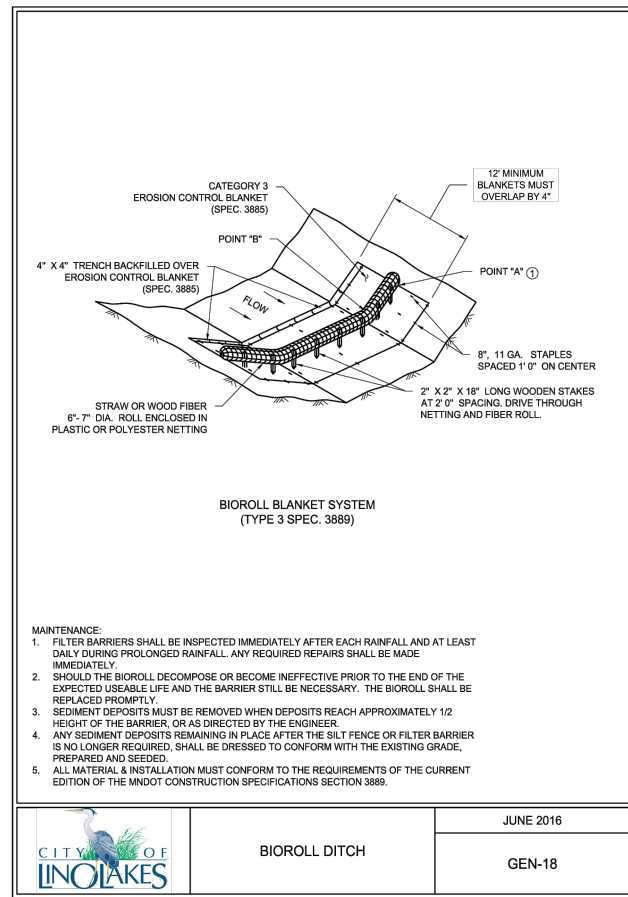
PAUL HORNBY, PE
 DATE: 06-26-2026 LIC. NO.: 23359



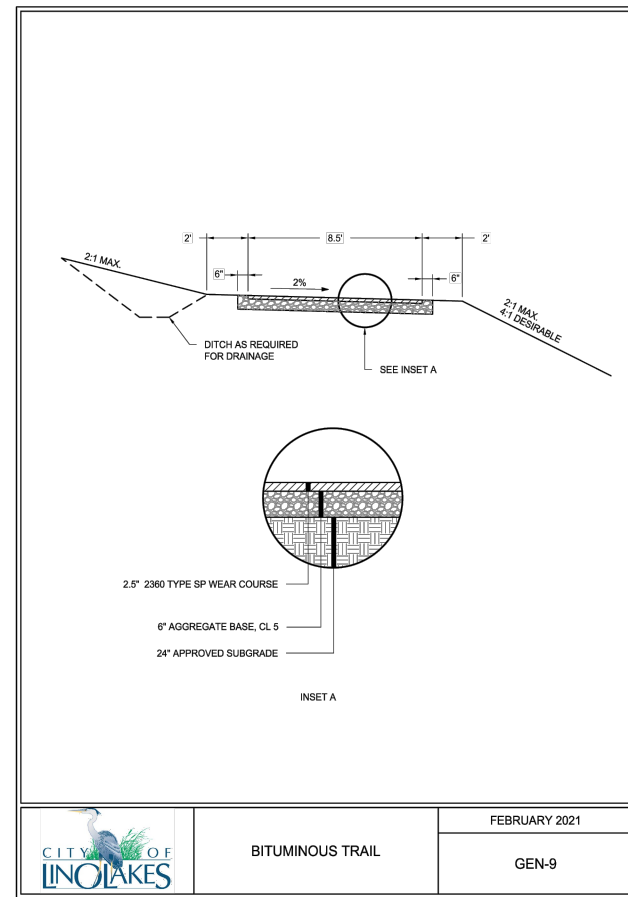
SPECIAL FOUNDATION FOR STABILIZING OR DEWATERING OF TRENCH
 FEBRUARY 2020
 GEN-15



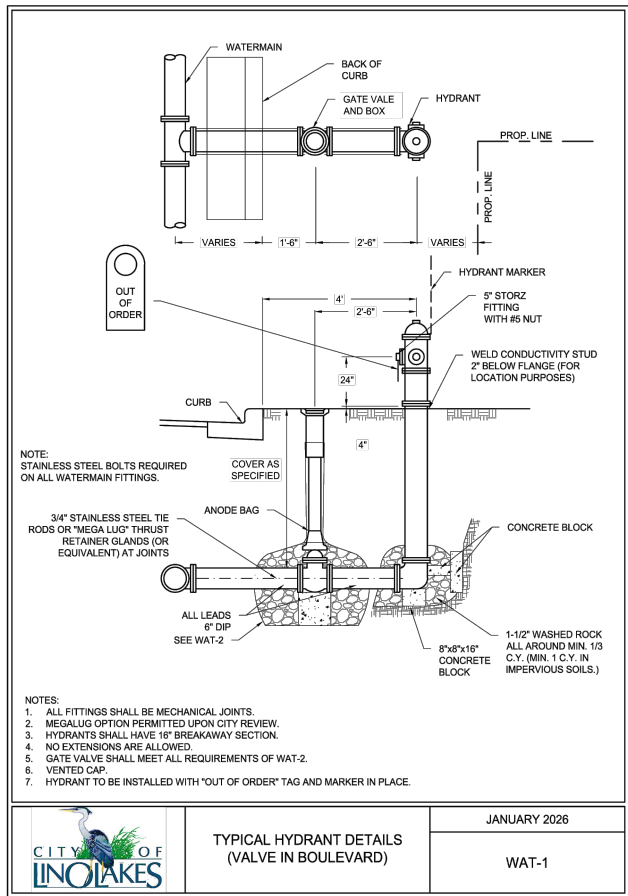
ROCK CONSTRUCTION ENTRANCE
 JUNE 2016
 GEN-17



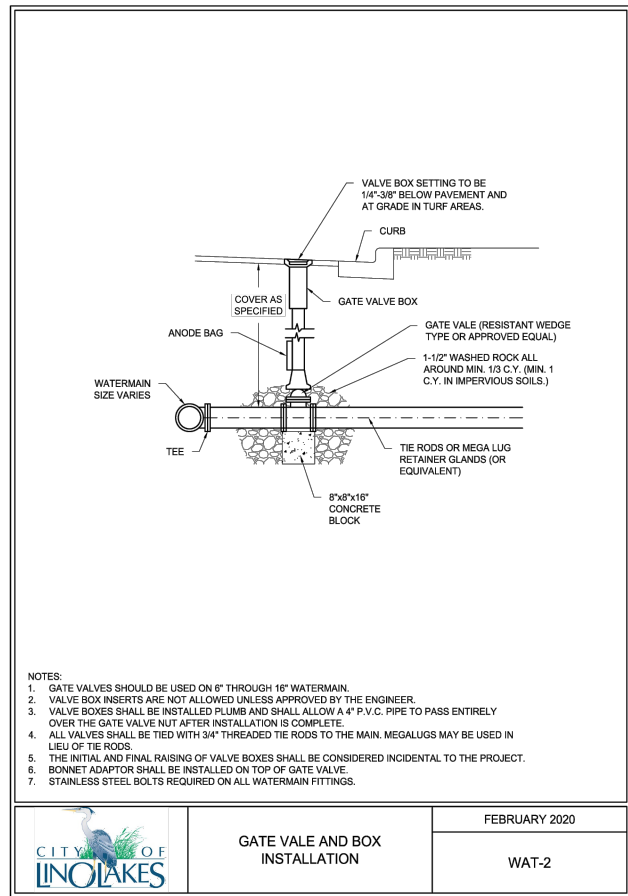
BIOROLL DITCH
 JUNE 2016
 GEN-18



BITUMINOUS TRAIL
 FEBRUARY 2021
 GEN-9



TYPICAL HYDRANT DETAILS (VALVE IN BOULEVARD)
 JANUARY 2026
 WAT-1



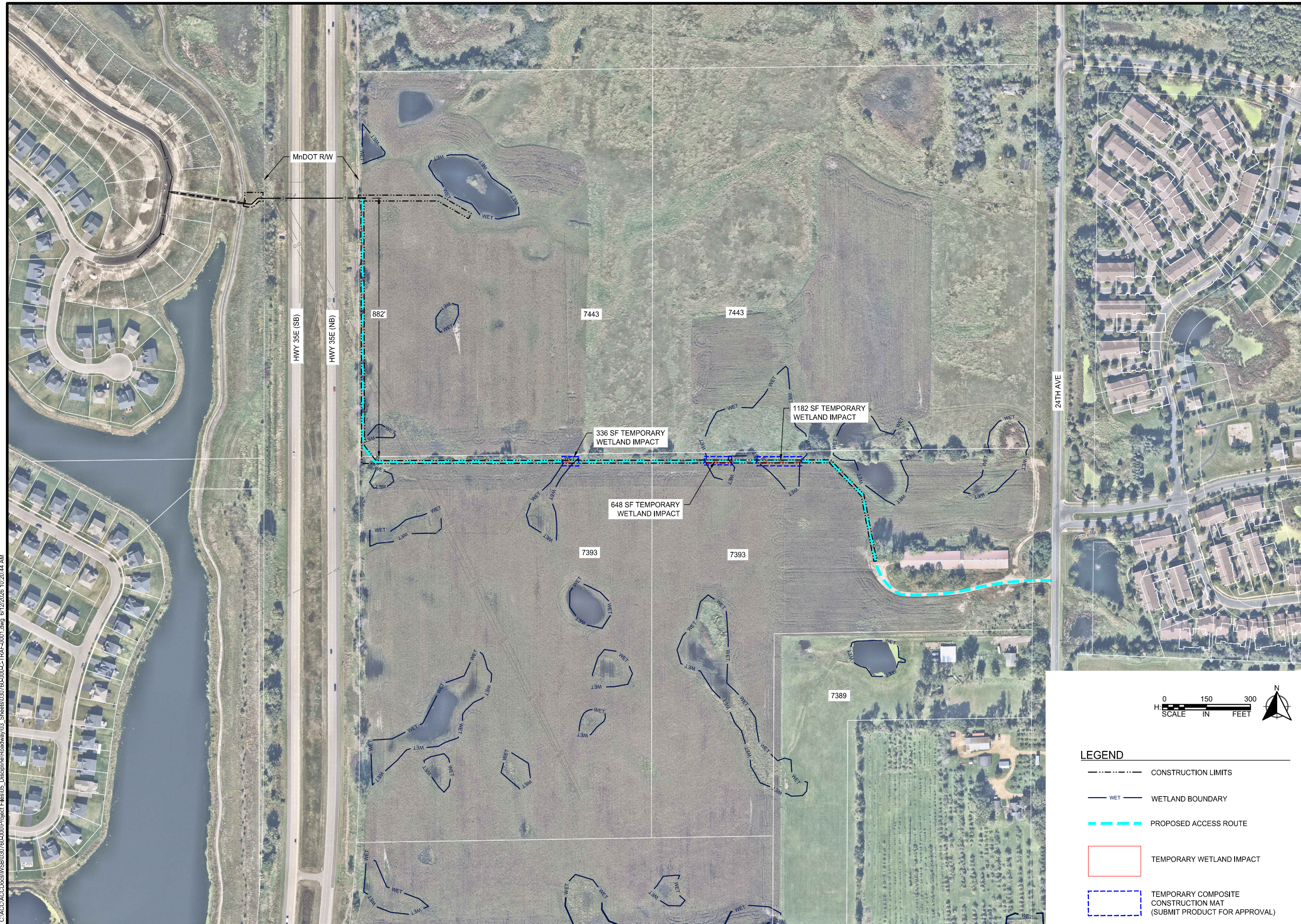
GATE VALE AND BOX INSTALLATION
 FEBRUARY 2020
 WAT-2

MISCELLANEOUS DETAILS

2026 TRUNK WATERMAIN PROJECT
 CITY OF LINO LAKES, MN

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LEGEND

- CONSTRUCTION LIMITS
- WETLAND BOUNDARY
- PROPOSED ACCESS ROUTE
- TEMPORARY WETLAND IMPACT
- TEMPORARY COMPOSITE CONSTRUCTION MAT (SUBMIT PRODUCT FOR APPROVAL)



wsb CITY OF LINO LAKES

SCALE: AS SHOWN
 PLAN BY: CPK

DESIGN BY: CPK
 CHECK BY: PTH

REVISIONS	
NO.	DESCRIPTION

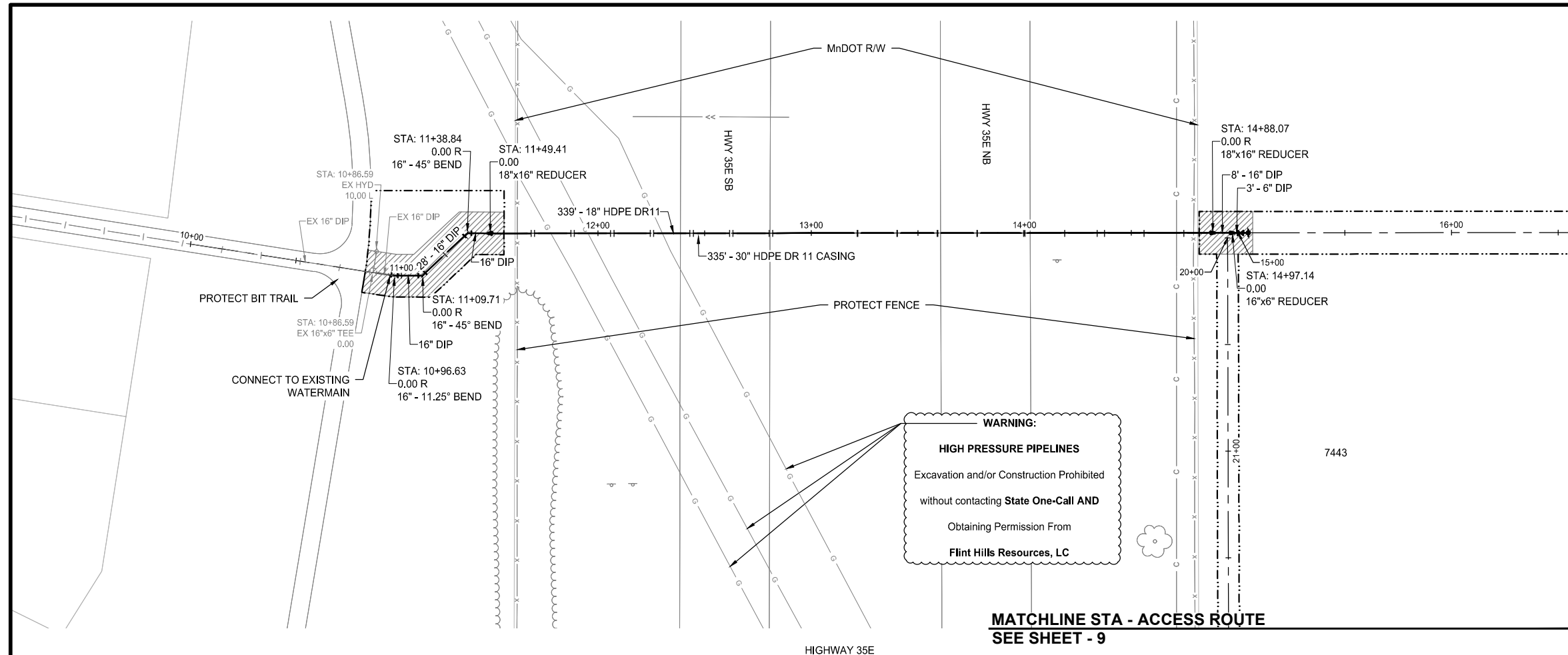
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PAUL HORNBY, PE
 DATE: 06-26-2026 LIC. NO.: 23359

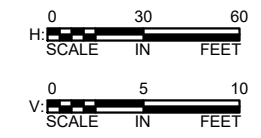
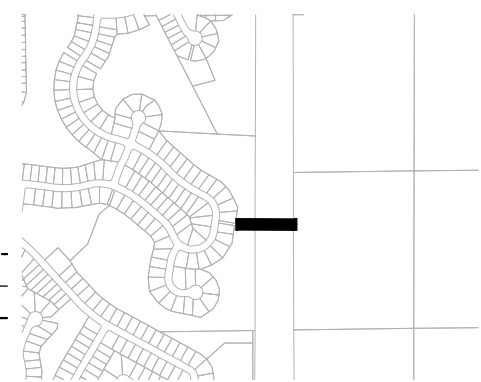
ACCESS ROUTE PLAN

**2026 TRUNK WATERMAIN PROJECT
 CITY OF LINO LAKES, MN**

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LOCATION



WARNING:
HIGH PRESSURE PIPELINES
 Excavation and/or Construction Prohibited
 without contacting **State One-Call AND**
 Obtaining Permission From
Flint Hills Resources, LC

MATCHLINE STA - ACCESS ROUTE
SEE SHEET - 9

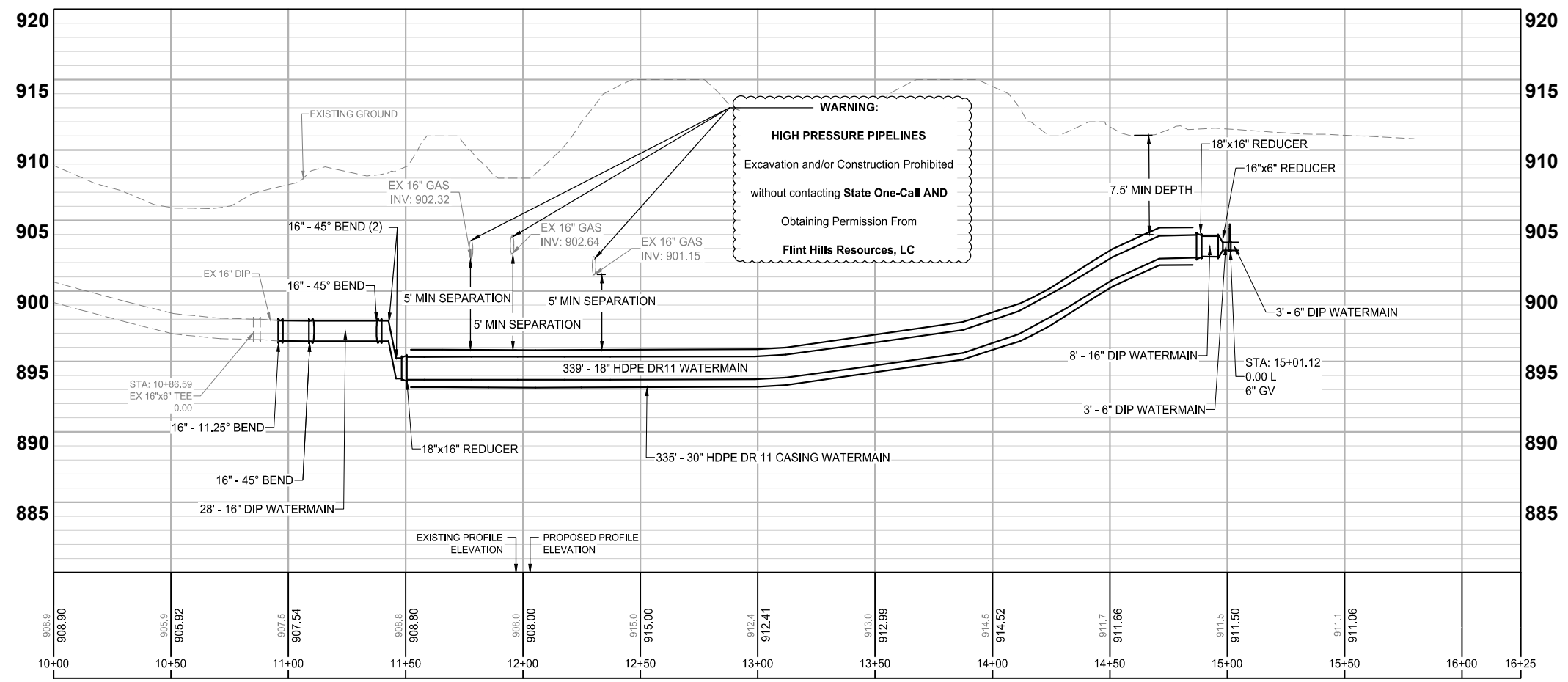
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PAUL HORNBY, PE
 DATE: 06-26-2026 LIC. NO.: 23359

WATERMAIN PLANS



WARNING:
HIGH PRESSURE PIPELINES
 Excavation and/or Construction Prohibited
 without contacting **State One-Call AND**
 Obtaining Permission From
Flint Hills Resources, LC

NOTES:

- CONTRACTOR SHALL CONTACT FLINT HILLS RESOURCES REPRESENTATIVES FOR ANY WORK OCCURRING WITHIN 25- FEET OF THE PETROLEUM PIPELINE.

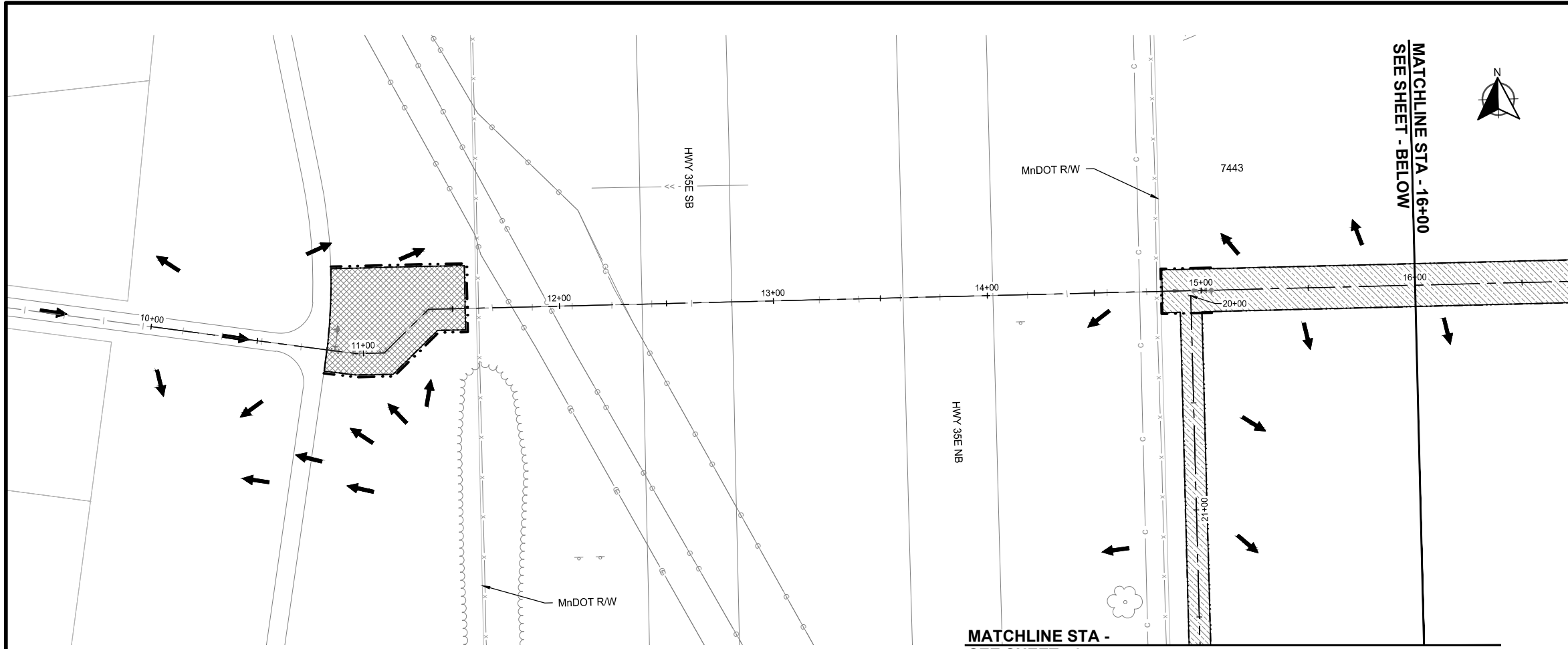
LEGEND

- CONSTRUCTION LIMITS
- - - EXISTING WATERMAIN
- PROPOSED WATERMAIN
- ⊕ EXISTING HYDRANT WITH VALVE
- ⊕ PROPOSED HYDRANT WITH VALVE
- ⊕ PROPOSED WATER FITTINGS
- ▨ OPEN TRENCH EXCAVATION

2026 TRUNK WATERMAIN PROJECT
CITY OF LINO LAKES, MN

WSB PROJECT NO.
 030760-000

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LOCATION

0 30 60
SCALE IN FEET

wsb CITY OF LINO LAKES

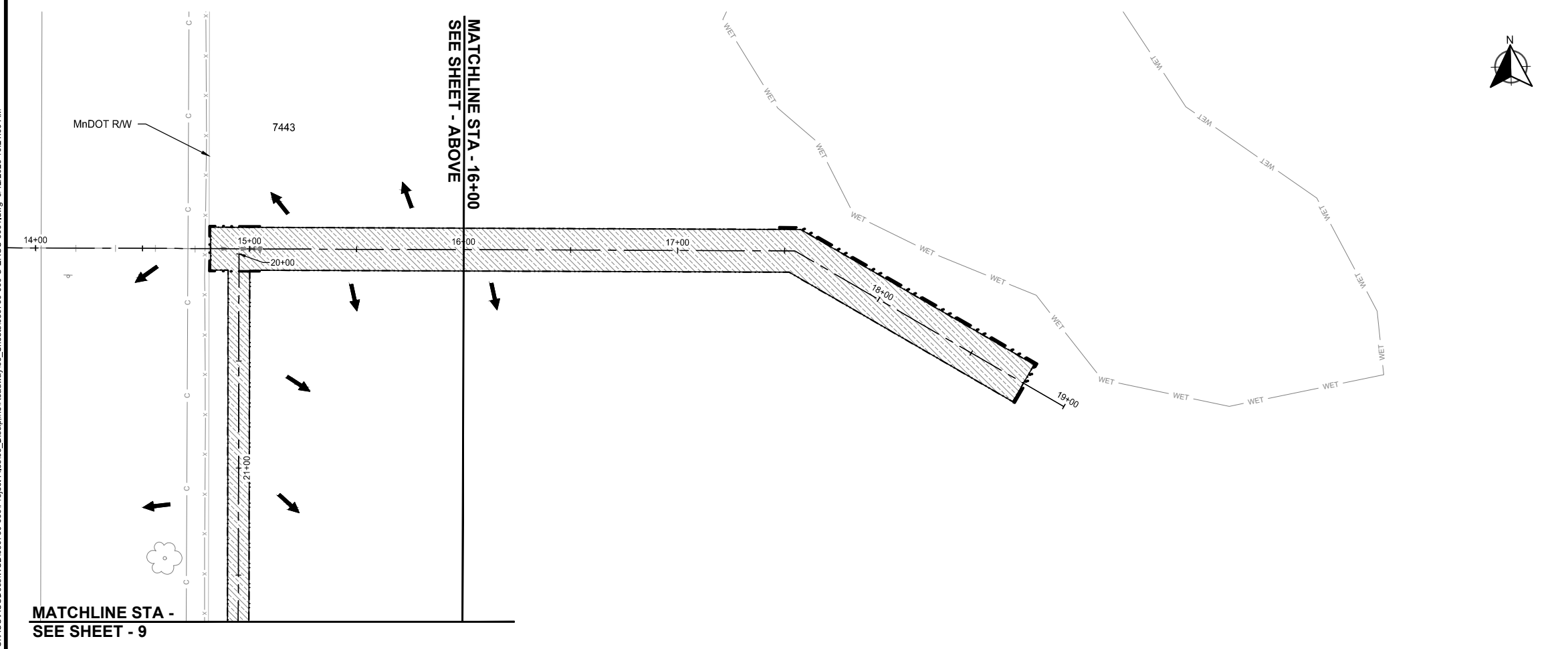
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PLAN BY: CPK
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REVISIONS	
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PAUL HORNBY, PE
DATE: 06-26-2026 LIC. NO.: 23359

EROSION CONTROL PLANS



- NOTES:**
1. THE CONTRACTOR SHALL AMEND THE SWPPP AND EROSION CONTROL PLAN SHEETS TO LOCATIONS OF PROPOSED STOCKPILES, STAGING AREAS, AND POTENTIAL POLLUTANT GENERATING ACTIVITIES (IF DESIGNATED CONCRETE WASHOUT AREAS, FUELING LOCATIONS, CHEMICAL STORAGE, ETC.)
 2. ADDITIONAL EROSION CONTROL CAN BE ADDED AT ANY PHASE OF THE PROJECT WITH APPROVAL BY THE ENGINEER.
 3. DISTURBED SOILS WITHIN 200' OF WETLAND OR SURFACE WATER NEED STABILIZATION WITHIN 24 HOURS OF COMPLETION OR INACTIVITY.

- LEGEND**
- CONSTRUCTION LIMITS
 - ← FLOW DIRECTION
 - - - SEDIMENT CONTROL LOG TYPE WOOD FIBER
 - [Hatched Box] STABILIZED CONSTRUCTION EXIT
 - [Cross-hatched Box] PERMANENT: SEED SOUTHERN SHORTGRASS ROADSIDE @ 26 LBS/ACRE FERTILIZER TYPE 4 @ 120 LBS/ACRE COMMON TOPSOIL BORROW HYDRAULIC MATRIX TYPE FIBER REINFORCEMENT
TEMPORARY: RAPID STABILIZATION METHOD 3
 - [Diagonal Hatched Box] WET DITCH:
PERMANENT: MNDOT SEED WET DITCH @ 20 LBS/ACRE WITH FERTILIZER TYPE 4 @ 120 LBS/ACRE AND EROSION CONTROL BLANKET (CAT 25/WOOD FIBER)
TEMPORARY: RAPID STABILIZATION METHOD 4
 - [Dotted Box] MULCH MATERIAL TYPE 3

**2026 TRUNK WATERMAIN PROJECT
CITY OF LINO LAKES, MN**

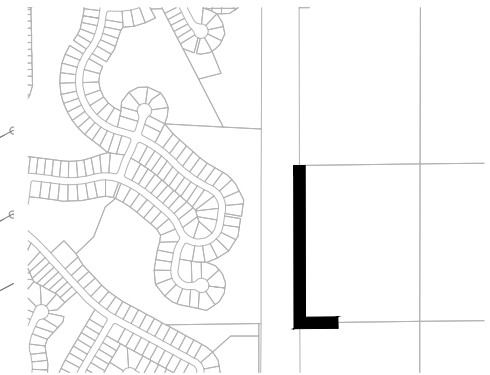
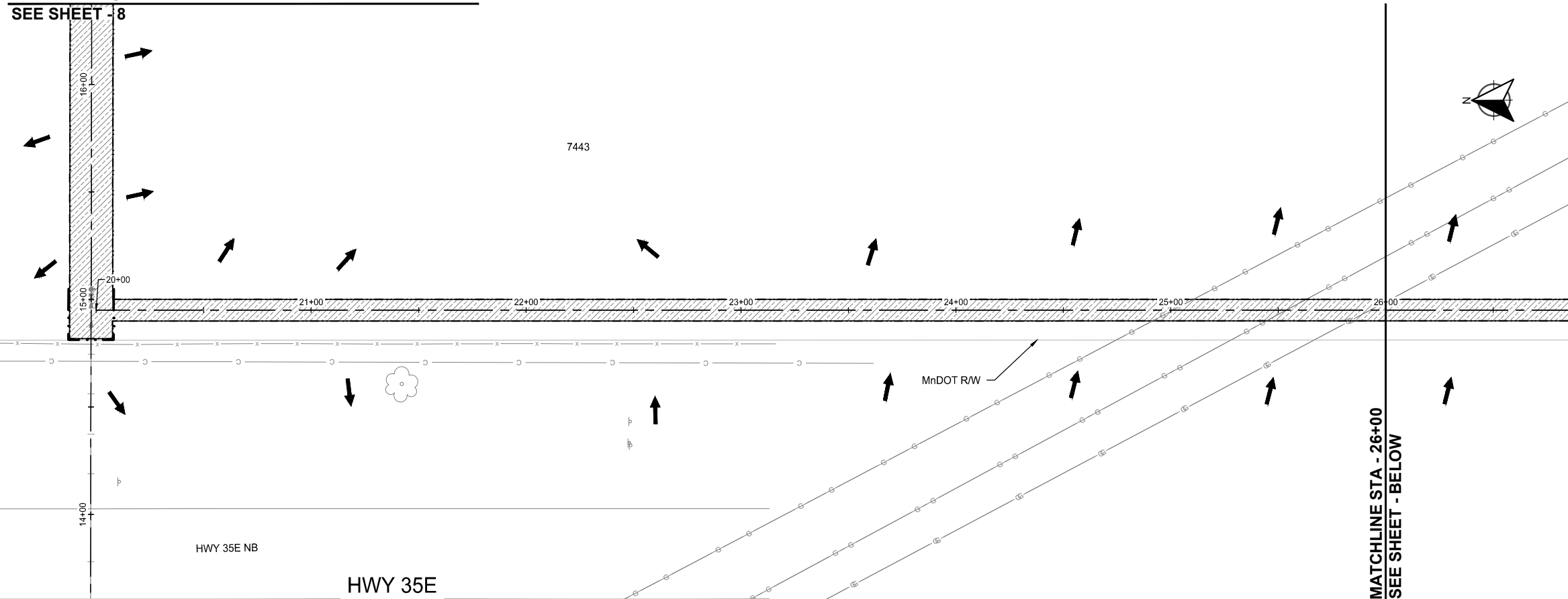
WSB PROJECT NO. 030760-000

MATCHLINE STA - TAIL DITCH
SEE SHEET - 8

LOCATION



SCALE: AS SHOWN
DESIGN BY: CPK
PLAN BY: CPK
CHECK BY: PTH



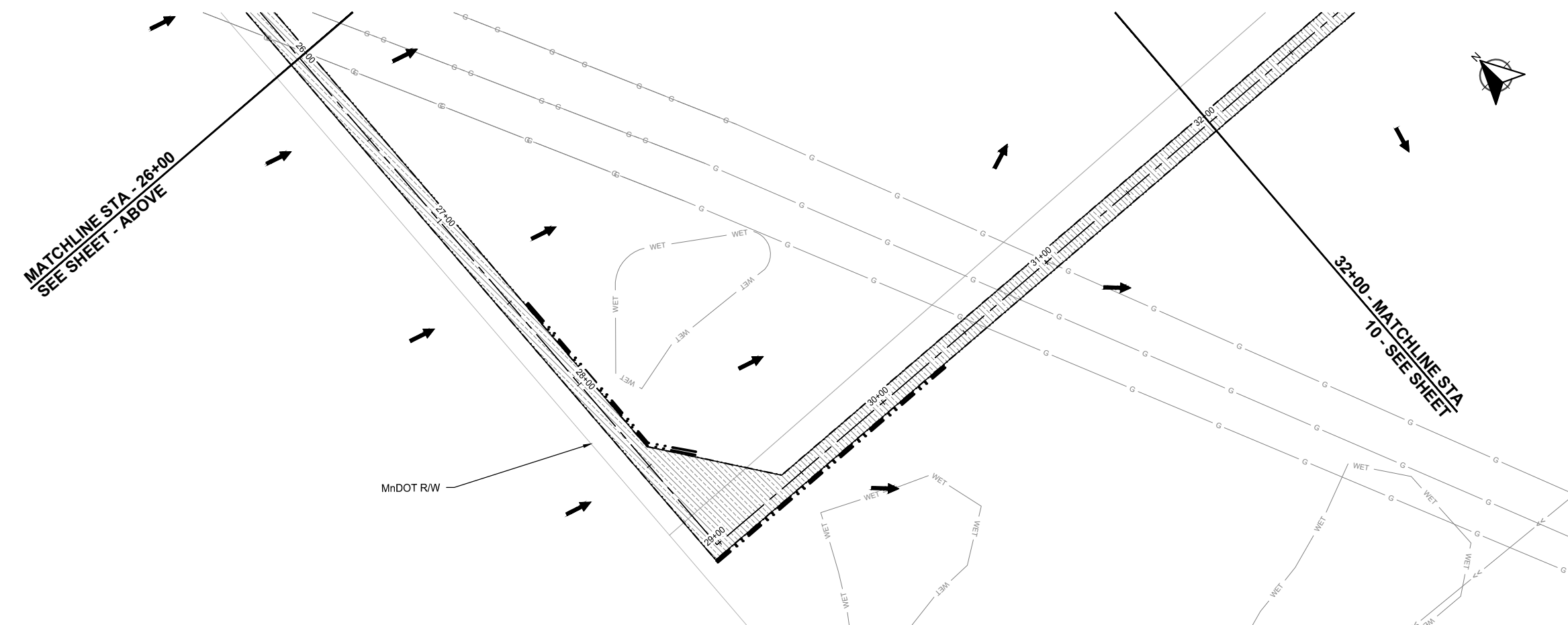
REVISIONS	
NO.	DESCRIPTION

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.

PAUL HORNBY, PE
DATE: 06-26-2026 LIC. NO.: 23359

MATCHLINE STA - HWY 35E CROSSING
SEE SHEET - 8

MATCHLINE STA - 26+00
SEE SHEET - BELOW



- NOTES:
- THE CONTRACTOR SHALL AMEND THE SWPPP AND EROSION CONTROL PLAN SHEETS TO LOCATIONS OF PROPOSED STOCKPILES, STAGING AREAS, AND POTENTIAL POLLUTANT GENERATING ACTIVITIES (IF DESIGNATED CONCRETE WASHOUT AREAS, FUELING LOCATIONS, CHEMICAL STORAGE, ETC.)
 - ADDITIONAL EROSION CONTROL CAN BE ADDED AT ANY PHASE OF THE PROJECT WITH APPROVAL BY THE ENGINEER.
 - DISTURBED SOILS WITHIN 200' OF WETLAND OR SURFACE WATER NEED STABILIZATION WITHIN 24 HOURS OF COMPLETION OR INACTIVITY.

- LEGEND
- CONSTRUCTION LIMITS
 - FLOW DIRECTION
 - SEDIMENT CONTROL LOG
TYPE WOOD FIBER
 - STABILIZED CONSTRUCTION EXIT
 - PERMANENT: SEED SOUTHERN SHORTGRASS ROADSIDE @ 26 LBS/ACRE
FERTILIZER TYPE 4 @ 120 LBS/ACRE
COMMON TOPSOIL BORROW
HYDRAULIC MATRIX TYPE FIBER
REINFORCEMENT
TEMPORARY: RAPID STABILIZATION METHOD 3
 - WET DITCH:
PERMANENT: MNDOT SEED WET DITCH @ 20 LBS/ACRE WITH FERTILIZER TYPE 4 @ 120 LBS/ACRE AND EROSION CONTROL BLANKET (CAT 25/WOOD FIBER)
TEMPORARY: RAPID STABILIZATION METHOD 4
 - MULCH MATERIAL TYPE 3

EROSION CONTROL PLANS

2026 TRUNK WATERMAIN PROJECT
CITY OF LINO LAKES, MN

WSB PROJECT NO.
030760-000

SHEET
9 OF 11
Page 75 of 149

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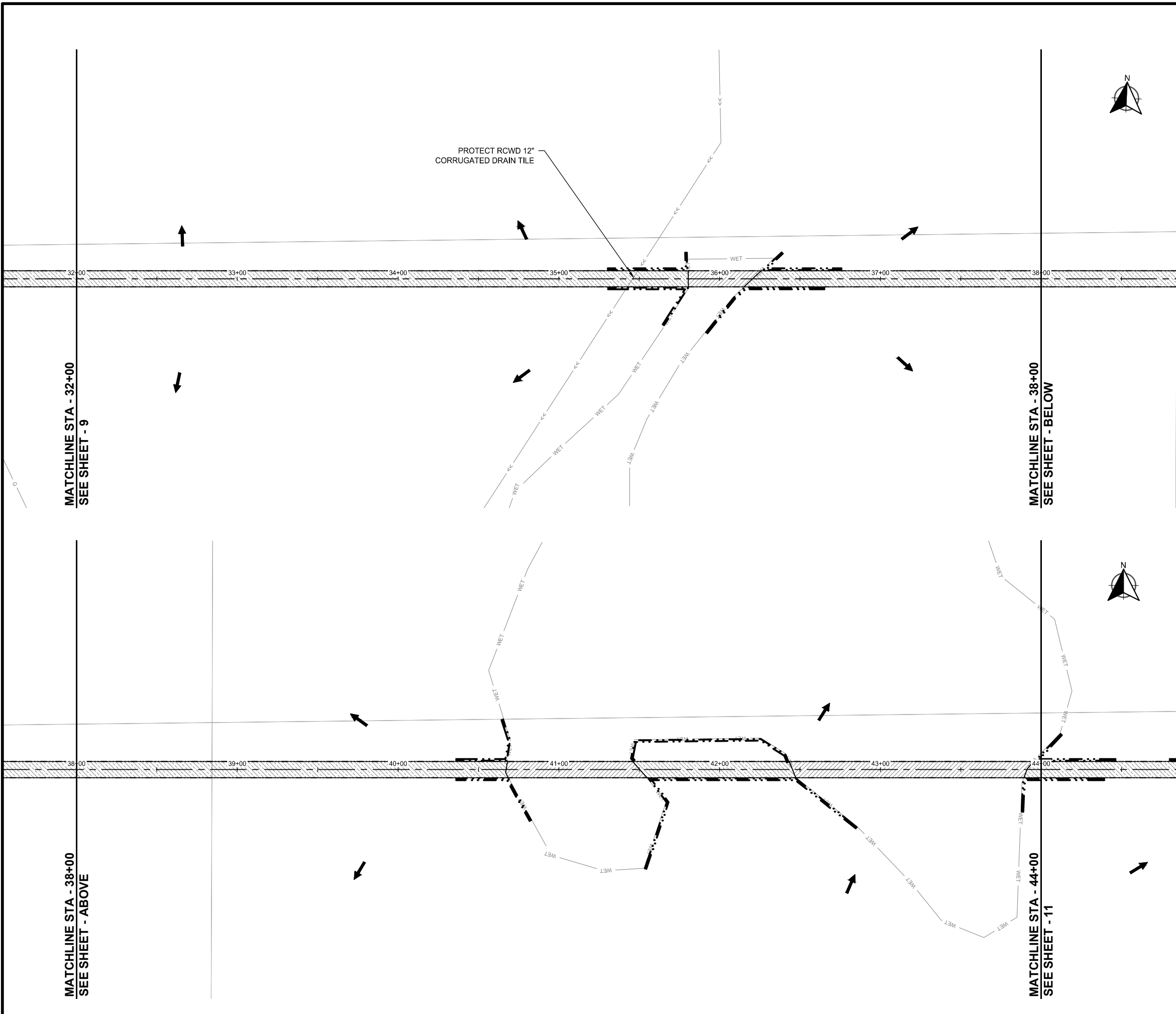
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MATCHLINE STA - 32+00
SEE SHEET - 9

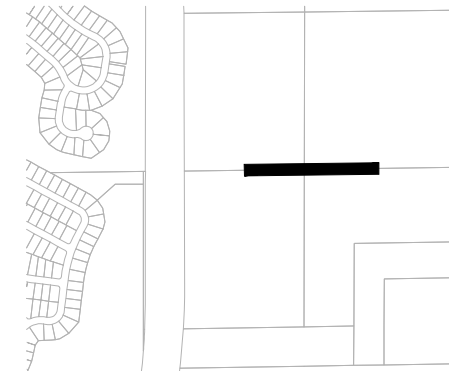
MATCHLINE STA - 38+00
SEE SHEET - ABOVE

MATCHLINE STA - 38+00
SEE SHEET - BELOW

MATCHLINE STA - 44+00
SEE SHEET - 11



LOCATION



0 30 60
SCALE IN FEET



NOTES:

1. THE CONTRACTOR SHALL AMEND THE SWPPP AND EROSION CONTROL PLAN SHEETS TO LOCATIONS OF PROPOSED STOCKPILES, STAGING AREAS, AND POTENTIAL POLLUTANT GENERATING ACTIVITIES (IF DESIGNATED CONCRETE WASHOUT AREAS, FUELING LOCATIONS, CHEMICAL STORAGE, ETC.)
2. ADDITIONAL EROSION CONTROL CAN BE ADDED AT ANY PHASE OF THE PROJECT WITH APPROVAL BY THE ENGINEER.
3. DISTURBED SOILS WITHIN 200' OF WETLAND OR SURFACE WATER NEED STABILIZATION WITHIN 24 HOURS OF COMPLETION OR INACTIVITY.

LEGEND

- CONSTRUCTION LIMITS
- ← FLOW DIRECTION
- - - SEDIMENT CONTROL LOG
TYPE WOOD FIBER
- [Pattern] STABILIZED CONSTRUCTION EXIT
- [Pattern] PERMANENT: SEED SOUTHERN SHORTGRASS ROADSIDE @ 26 LBS/ACRE FERTILIZER TYPE 4 @ 120 LBS/ACRE COMMON TOPSOIL BORROW HYDRAULIC MATRIX TYPE FIBER REINFORCEMENT
TEMPORARY: RAPID STABILIZATION METHOD 3
- [Pattern] WET DITCH:
PERMANENT: MNDOT SEED WET DITCH @ 20 LBS/ACRE WITH FERTILIZER TYPE 4 @ 120 LBS/ACRE AND EROSION CONTROL BLANKET (CAT 25/WOOD FIBER)
TEMPORARY: RAPID STABILIZATION METHOD 4
- [Pattern] MULCH MATERIAL TYPE 3

SCALE: AS SHOWN
PLAN BY: CPK
DESIGN BY: CPK
CHECK BY: PTH

REVISIONS	
NO.	DESCRIPTION

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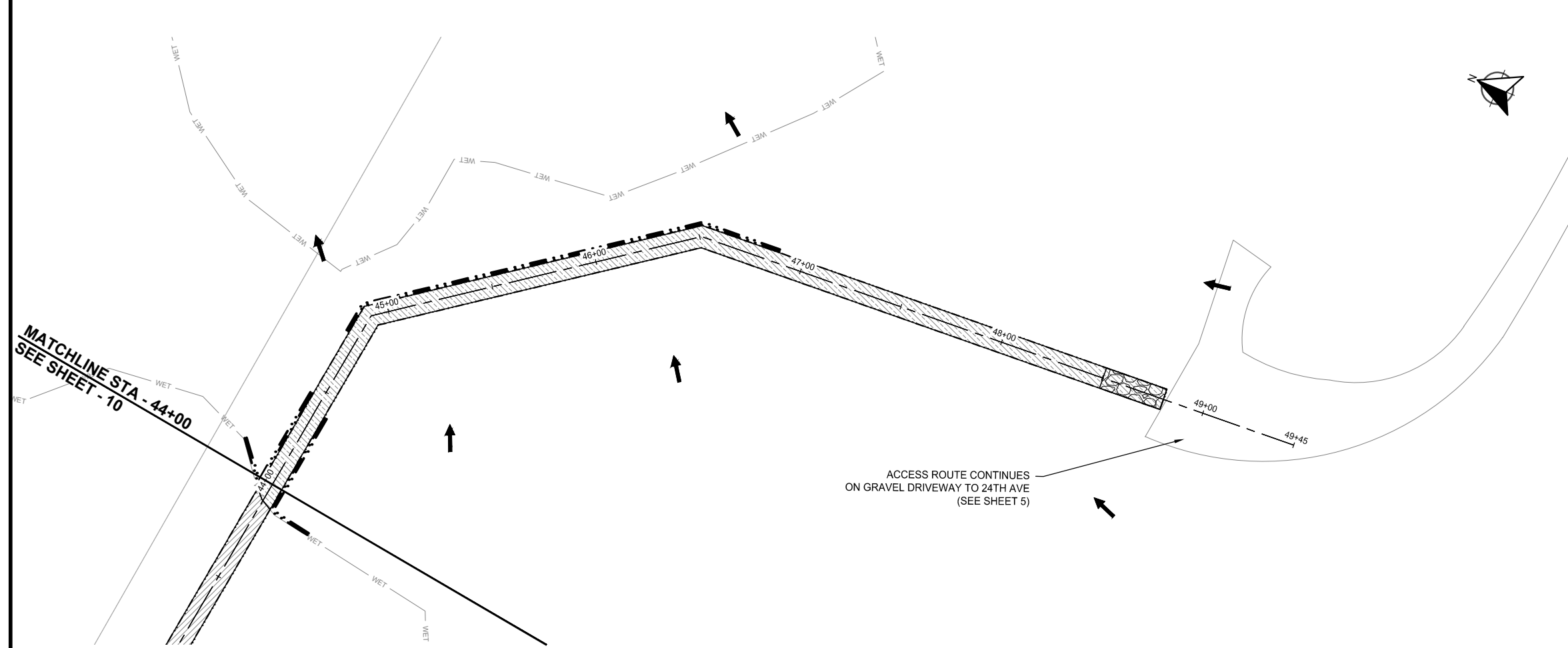
PAUL HORNBY, PE
DATE: 06-26-2026 LIC. NO.: 23359

EROSION CONTROL PLANS

2026 TRUNK WATERMAIN PROJECT
CITY OF LINO LAKES, MN

WSB PROJECT NO. 030760-000

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LOCATION

0 30 60
SCALE IN FEET

SCALE: AS SHOWN
DESIGN BY: CPK
PLAN BY: CPK
CHECK BY: PTH

REVISIONS	
NO.	DESCRIPTION

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.

PAUL HORNBY, PE
DATE: 06-26-2026 LIC. NO.: 23359

EROSION CONTROL PLANS

- NOTES:**
- THE CONTRACTOR SHALL AMEND THE SWPPP AND EROSION CONTROL PLAN SHEETS TO LOCATIONS OF PROPOSED STOCKPILES, STAGING AREAS, AND POTENTIAL POLLUTANT GENERATING ACTIVITIES (IF DESIGNATED CONCRETE WASHOUT AREAS, FUELING LOCATIONS, CHEMICAL STORAGE, ETC.)
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LEGEND

-----	CONSTRUCTION LIMITS
←	FLOW DIRECTION
-----	SEDIMENT CONTROL LOG TYPE WOOD FIBER
	STABILIZED CONSTRUCTION EXIT
	PERMANENT: SEED SOUTHERN SHORTGRASS ROADSIDE @ 26 LBS/ACRE FERTILIZER TYPE 4 @ 120 LBS/ACRE COMMON TOPSOIL BORROW HYDRAULIC MATRIX TYPE FIBER REINFORCEMENT TEMPORARY: RAPID STABILIZATION METHOD 3
	WET DITCH: PERMANENT: MNDOT SEED WET DITCH @ 20 LBS/ACRE WITH FERTILIZER TYPE 4 @ 120 LBS/ACRE AND EROSION CONTROL BLANKET (CAT 25/WOOD FIBER) TEMPORARY: RAPID STABILIZATION METHOD 4
	MULCH MATERIAL TYPE 3

**2026 TRUNK WATERMAIN PROJECT
CITY OF LINO LAKES, MN**

WSB PROJECT NO. 030760-000

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

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: June 22, 2026

TOPIC: Harvest Grange

- i. Approval of 2nd Reading of Ordinance No. 02-26 Rezoning Property from R, Rural to R-2, Two Family Residential and R-3, Medium Density Residential
- ii. Approval of Resolution No. 26-115 Approving Summary Publication of Ordinance No. 02-26

VOTE REQUIRED: Simple Majority

INTRODUCTION

The applicant, Twin Cities Land Holding, LLC, is proposing a residential development in the southwest quadrant of CSAH 54 (20th Ave S) and Cedar Street. The development, Harvest Grange, contains four (4) parcels totaling approximately 27 gross acres and 95 housing units.

BACKGROUND

The City Council approved the 1st reading of the rezoning ordinance on June 8, 2026.

The Findings of Fact are detailed in Ordinance No. 02-26.

RECOMMENDATION

Staff recommends approval of the above noted ordinance and resolution.

ATTACHMENTS

- 1. Ordinance No. 02-26
- 2. Resolution No. 26-115

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

**CITY OF LINO LAKES
ORDINANCE NO. 02-26**

REZONE CERTAIN REAL PROPERTY FROM R, RURAL TO R-2, TWO FAMILY RESIDENTIAL AND R-3, MEDIUM DENSITY RESIDENTIAL FOR HARVEST GRANGE

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 R-2, Two-Family Residential and R-3, Medium Density Residential.
2. The Planning and Zoning Board held a public hearing on February 11, 2026.
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 rezoning is consistent with the 2040 Comprehensive Plan.

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

The 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 Harvest Grange development conforms with all performance standards with minor revisions as noted.

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

The Harvest Grange development can be accommodated with existing public services and will not overburden the city's service capacity

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 Harvest Grange 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 R-2, Two Family Residential and R-3, Medium Density Residential.

Section 3: Legal Description

The zoning districts are shown in Exhibit A and legally described as:

ZONING DISTRICT DIVISION LINE DESCRIPTION A (R-2, Two Family Residential):

Those parts of the following described parcels:

That part of the East Half of the Northeast Quarter, Section 26, Township 31, Range 22, Anoka County, Minnesota, described as follows:

Commencing at the Southeast corner of said East Half of the Northeast Quarter; thence Northerly, along the East line of said Northeast Quarter, a distance of 1865.00 feet, to the point of the actual point of beginning; thence Westerly parallel with the South line of said Northeast Quarter, a distance of 578.00 feet; thence Southerly, parallel with said East line of the Northeast Quarter, a distance of 200 feet; thence Westerly parallel with said South line, a distance of 739.7 feet, more or less to the West line of said East Half of the Northeast Quarter; thence Northerly along said West line of said East Half of the Northeast Quarter, a distance of 579.00 feet, more or less to the South line of the North 401 feet of said East Half of the Northeast Quarter; thence Easterly along said South line of the North 401 feet, a distance of 375.5 feet to the West line of the East 944 feet of said East Half of the Northeast Quarter; thence Southerly, along said West line of the East 944 feet, a distance of 188.04 feet, to the South line of the North 589 feet of said East Half of the Northeast Quarter; thence Easterly, along said South line of the North 589 feet, a distance of 944.18 feet, to the East line of said East Half of the Northeast Quarter; thence Southerly along said East line, a distance of 187.86 feet to the actual point of beginning.

AND

That part of the North 401.00 feet of the East Half of the Northeast Quarter of Section 26, Township 31, Range 22, Anoka County, Minnesota, lying Southerly and Westerly of the North 208.71 feet of the East 417.42 feet, according to the United States Government Survey thereof and situate in Anoka County, Minnesota.

AND

The East 944.00 feet of the South 188.00 feet of the North 589.00 feet of the East Half of the Northeast Quarter of Section 26, Township 31, Range 22, Anoka County, Minnesota according to the United States Government Survey thereof and situate in Anoka County, Minnesota.

Lying westerly of the following described line and its northwesterly and southerly extension:

Commencing at the Northeast corner of said Section 26; thence North 89 degrees 15 minutes 51 seconds West, 984.34 feet to the point of beginning of the line to be described; thence South 18 degrees 17 minutes 50 seconds East, 196.57 feet; thence South 14 degrees 09 minutes 21 seconds West, 84.92 feet; thence South 36 degrees 27 minutes 12 seconds West, 66.08 feet; thence South 00 degrees 34 minutes 32 seconds East, 200.00 feet; thence South 65 degrees 12 minutes 03 seconds East, 142.85 feet; thence South 50 degrees 18 minutes 05 seconds East, 30.00 feet; thence South 40 degrees 01 minute 26 seconds East, 54.58 feet; thence South 47 degrees 23 minutes 55 seconds East, 77.97 feet; thence South 47 degrees 52 minutes 02 seconds East, 60.75 feet; thence South 37 degrees 36 minutes 28 seconds East, 120.03 feet; thence South 51 degrees 07 minutes 45 seconds West, 160.00 feet; thence South 00 degrees 00 minutes 00 seconds West, 50.00 feet and said line there terminating.

ZONING DISTRICT DIVISION LINE DESCRIPTION B (R-3, Medium Density Residential):

The Northerly 208.71 feet of the easterly 417.42 feet of the Northeast Quarter of the Northeast Quarter of Section 26, Township 31, Range 22, Anoka County, Minnesota.

AND

Those parts of the following described parcels:

That part of the East Half of the Northeast Quarter, Section 26, Township 31, Range 22, Anoka County, Minnesota, described as follows:

Commencing at the Southeast corner of said East Half of the Northeast Quarter; thence Northerly, along the East line of said Northeast Quarter, a distance of 1865.00 feet, to the point of the actual point of beginning; thence Westerly parallel with the South line of said Northeast Quarter, a distance of 578.00 feet; thence Southerly, parallel with said East line of the Northeast Quarter, a distance of 200 feet; thence Westerly parallel with said South line, a distance of 739.7 feet, more or less to the West line of said East Half of the Northeast Quarter; thence Northerly along said West line of said East Half of the Northeast Quarter, a distance of 579.00 feet, more or less to the South line of the North 401 feet of said East Half of the Northeast Quarter; thence Easterly along said South line of the North 401 feet, a distance of 375.5 feet to the West line of the East 944 feet of said East Half of the Northeast Quarter; thence Southerly, along said West line of the East 944 feet, a distance of 188.04 feet, to the South line of the North 589 feet of

said East Half of the Northeast Quarter; thence Easterly, along said South line of the North 589 feet, a distance of 944.18 feet, to the East line of said East Half of the Northeast Quarter; thence Southerly along said East line, a distance of 187.86 feet to the actual point of beginning.

AND

That part of the North 401.00 feet of the East Half of the Northeast Quarter of Section 26, Township 31, Range 22, Anoka County, Minnesota, lying Southerly and Westerly of the North 208.71 feet of the East 417.42 feet, according to the United States Government Survey thereof and situate in Anoka County, Minnesota.

AND

The East 944.00 feet of the South 188.00 feet of the North 589.00 feet of the East Half of the Northeast Quarter of Section 26, Township 31, Range 22, Anoka County, Minnesota according to the United States Government Survey thereof and situate in Anoka County, Minnesota.

Lying easterly of the following described line and its northwesterly and southerly extension:

Commencing at the Northeast corner of said Section 26; thence North 89 degrees 15 minutes 51 seconds West, 984.34 feet to the point of beginning of the line to be described; thence South 18 degrees 17 minutes 50 seconds East, 196.57 feet; thence South 14 degrees 09 minutes 21 seconds West, 84.92 feet; thence South 36 degrees 27 minutes 12 seconds West, 66.08 feet; thence South 00 degrees 34 minutes 32 seconds East, 200.00 feet; thence South 65 degrees 12 minutes 03 seconds East, 142.85 feet; thence South 50 degrees 18 minutes 05 seconds East, 30.00 feet; thence South 40 degrees 01 minute 26 seconds East, 54.58 feet; thence South 47 degrees 23 minutes 55 seconds East, 77.97 feet; thence South 47 degrees 52 minutes 02 seconds East, 60.75 feet; thence South 37 degrees 36 minutes 28 seconds East, 120.03 feet; thence South 51 degrees 07 minutes 45 seconds West, 160.00 feet; thence South 00 degrees 00 minutes 00 seconds West, 50.00 feet and said line there terminating.

Section 4: Development Regulations

The development shall conform to the plans, requirements, and conditions of approval as listed in Council Resolution No. 26-23.

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 Harvest Grange 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 ____ day of _____, 2026.

Rob Rafferty, Mayor

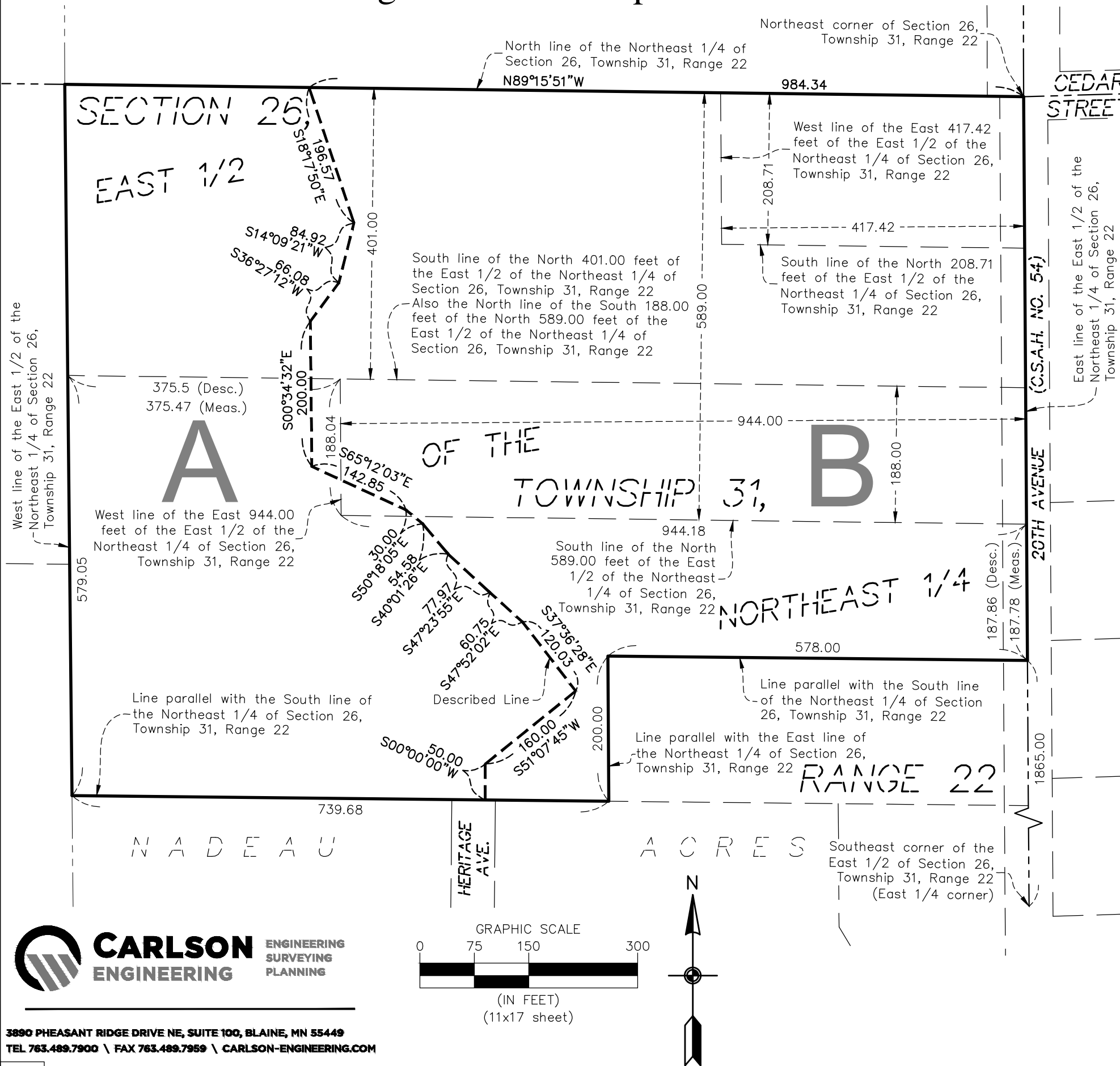
ATTEST:

Roberta Colotti, CMC
City Clerk

EXHIBIT A

**Proposed Zoning Map
and Legal Descriptions**

Zoning District Description Sketch



ZONING DISTRICT DIVISION LINE DESCRIPTION A (R-2, Two Family Residential):

Those parts of the following described parcels:

That part of the East Half of the Northeast Quarter, Section 26, Township 31, Range 22, Anoka County, Minnesota, described as follows:

Commencing at the Southeast corner of said East Half of the Northeast Quarter; thence Northerly, along the East line of said Northeast Quarter, a distance of 1865.00 feet, to the point of the actual point of beginning; thence Westerly parallel with the South line of said Northeast Quarter, a distance of 578.00 feet; thence Southerly, parallel with said East line of the Northeast Quarter, a distance of 200 feet; thence Westerly parallel with said South line, a distance of 739.7 feet, more or less to the West line of said East Half of the Northeast Quarter; thence Northerly along said West line of said East Half of the Northeast Quarter, a distance of 579.00 feet, more or less to the South line of the North 401 feet of said East Half of the Northeast Quarter; thence Easterly along said South line of the North 401 feet, a distance of 375.5 feet to the West line of the East 944 feet of said East Half of the Northeast Quarter; thence Southerly, along said West line of the East 944 feet, a distance of 188.04 feet, to the South line of the North 589 feet of said East Half of the Northeast Quarter; thence Easterly, along said South line of the North 589 feet, a distance of 944.18 feet, to the East line of said East Half of the Northeast Quarter; thence Southerly along said East line, a distance of 187.86 feet to the actual point of beginning.

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That part of the North 401.00 feet of the East Half of the Northeast Quarter of Section 26, Township 31, Range 22, Anoka County, Minnesota, lying Southerly and Westerly of the North 208.71 feet of the East 417.42 feet, according to the United States Government Survey thereof and situate in Anoka County, Minnesota.

AND

The East 944.00 feet of the South 188.00 feet of the North 589.00 feet of the East Half of the Northeast Quarter of Section 26, Township 31, Range 22, Anoka County, Minnesota according to the United States Government Survey thereof and situate in Anoka County, Minnesota.

Lying westerly of the following described line and its northwesterly and southerly extension:

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ZONING DISTRICT DIVISION LINE DESCRIPTION B (R-3, Medium Density Residential):

The Northerly 208.71 feet of the easterly 417.42 feet of the Northeast Quarter of the Northeast Quarter of Section 26, Township 31, Range 22, Anoka County, Minnesota.

AND

Those parts of the following described parcels:

That part of the East Half of the Northeast Quarter, Section 26, Township 31, Range 22, Anoka County, Minnesota, described as follows:

Commencing at the Southeast corner of said East Half of the Northeast Quarter; thence Northerly, along the East line of said Northeast Quarter, a distance of 1865.00 feet, to the point of the actual point of beginning; thence Westerly parallel with the South line of said Northeast Quarter, a distance of 578.00 feet; thence Southerly, parallel with said East line of the Northeast Quarter, a distance of 200 feet; thence Westerly parallel with said South line, a distance of 739.7 feet, more or less to the West line of said East Half of the Northeast Quarter; thence Northerly along said West line of said East Half of the Northeast Quarter, a distance of 579.00 feet, more or less to the South line of the North 401 feet of said East Half of the Northeast Quarter; thence Easterly along said South line of the North 401 feet, a distance of 375.5 feet to the West line of the East 944 feet of said East Half of the Northeast Quarter; thence Southerly, along said West line of the East 944 feet, a distance of 188.04 feet, to the South line of the North 589 feet of said East Half of the Northeast Quarter; thence Easterly, along said South line of the North 589 feet, a distance of 944.18 feet, to the East line of said East Half of the Northeast Quarter; thence Southerly along said East line, a distance of 187.86 feet to the actual point of beginning.

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**CITY OF LINO LAKES
RESOLUTION NO. 26-115**

APPROVING SUMMARY OF ORDINANCE NO. 02-26 FOR PUBLICATION

WHEREAS, the City Council has approved the first and second readings of Ordinance No. 02-26 amending City Code Chapter 1007: Zoning Code; and

WHEREAS, Ordinance No. 02-26 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. 02-26, 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 22nd day of June, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

EXHIBIT A

CITY OF LINO LAKES

SUMMARY PUBLICATION OF ORDINANCE NO. 02-26 TO REZONE CERTAIN REAL PROPERTY FROM R, RURAL TO R-2, TWO FAMILY RESIDENTIAL AND R-3, MEDIUM DENSITY RESIDENTIAL FOR HARVEST GRANGE

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 Harvest Grange from R, Rural to R-2, Two Family Residential and R-3, Medium Density Residential.

Passed by the Lino Lakes City Council on June 22, 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: June 22, 2026

TOPIC: Otter Lake Road Improvement Project

- i. Consider Resolution No. 26-117, Accepting Bids, Awarding Construction Contract
- ii. Consider Resolution No. 26-118, Approving Construction Services Contract with WSB LLC
- iii. Resolution No. 26-119, Approving Encroachment Agreement with Mn Pipe Line Company
- iv. Resolution No. 26-122, Approving Street Lighting Agreement with Connexus Energy

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council’s consideration to accept bids, award a construction contract, approve a construction services contract, and approve utility agreements for the Otter Lake Road Extension Project.

BACKGROUND

On April 13, 2026, the City Council authorized the advertisement for bid for the Otter Lake Road Extension Project. The project includes the extension of Otter Lake Road from Main Street to its intersection with 24th Avenue/Elmcrest approximately ¾ mile north, connection to Rosemary Lane, paving of 24th Avenue/Elmcrest gravel section to 80th Street, extension of trunk sanitary sewer and water, and regional surface water management improvements.

Contract Award

Bids for the project were received on Thursday, June 11, 2026. A total of 9 bids were submitted and are summarized in the following table:

Contractor	Base Bid
North Pine Aggregate, Inc.	\$10,598,386.85
Forest Lake Contracting, Inc.	\$10,886,743.57
LaTour Construction, Inc.	\$11,030,188.66
S R Weidema, Inc.	\$11,909,252.00
Park Construction Company	\$11,909,780.46
Meyer Contracting Inc.	\$11,989,456.95
S.M. Hentges & Sons, Inc.	\$12,961,985.64
A-1 Excavating, LLC	\$12,969,969.00
Dresel Contracting, Inc.	\$16,317,548.90

The low bid was submitted by North Pine Aggregate of Forest Lake, MN in the base bid amount of \$10,598,386.85. North Pine Aggregate has previously completed projects in Lino Lakes.

The low bid was approximately \$700,000 below the engineer’s estimate and is within the estimated budgeted amount and recommended for award. The estimated total project cost, including construction contingency, engineering, right of way acquisition and roadway lighting is \$14,900,000.00. The project is being funded by several sources including Municipal State Aid, Mn/DOT Local Road Improvement Grant, Area and Unit Fund, Surface Water Management Fund and the City of Hugo.

The project will start in mid to late July and the final completion date for this project is fall of 2027.

Construction Administration

Construction Administration includes overall project management, contractor and utility coordination, labor compliance, review and preparation of pay vouchers, construction observation and inspection, surveying, construction staking and preparation of record plans.

WSB LLC has submitted a proposal to complete the construction services for the project in the amount of \$857,992.00.

Mn Pipe Line Company Encroachment Agreement

The proposed road crosses a 60-foot wide pipeline easement owned by Mn Pipe Line Company. An encroachment agreement is required for both the roadway and utility crossings of the pipeline area. Work within the easement area requires involvement of Mn Pipe Line Company personnel for observation. Additionally, the City is responsible for future disturbance costs incurred by the pipeline company related to roadway improvements.

Connexus Energy Street Lighting Agreement

The two roundabout locations require street lighting. The south roundabout lighting includes a decorative pole and fixture that is being installed as part of the main construction contract. The northern roundabout will have standard fixtures that will be installed by Connexus Energy as the electrical provider for the area. Connexus has submitted a proposal for the lighting that includes the light fixtures and poles, underground electrical service, control cabinets and installation. The cost is \$96,608.50. These lights will be maintained by Connexus under a separate monthly fee maintenance agreement.

RECOMMENDATION

Staff recommends adoption of:

- Resolution No. 26-117, Accepting the Bid and Awarding a Construction Contract to North Pine Aggregate, LLC.
- Resolution No. 26-118, Approving the Construction Services Contract with WSB LLC.
- Resolution No. 26-120, Approving Encroachment Agreement with Mn Pipe Line .
- Resolution No. 26-122, Approving Street Lighting Agreement with Connexus Energy

ATTACHMENTS

1. Letter of Recommendation
2. Resolution No. 26-117
3. Resolution No. 26-118
4. WSB Proposal
5. Resolution No. 26-119
6. Mn Pipe Line Encroachment Agreement
7. Resolution No. 26-122



June 11, 2026

Honorable Mayor and City Council
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014

Re: Otter Lake Road Extension
SAP 210-114-002
City of Lino Lakes, MN
WSB Project No. 023584-000

Dear Mayor and City Council Members:

Electronic bids were received for the above-referenced project on Thursday, June 11, 2026, and were viewed and read aloud. Nine bids were received. The enclosed Bid Tabulation indicates the low bidder as North Pine Aggregate, Inc., Forest Lake, Minnesota, in the amount of \$10,598,386.85. The Engineer's Estimate was \$11,293,159.70.

We recommend that the City Council consider these bids and award a contract in the amount of \$10,598,386.85 to North Pine Aggregate, Inc., based on the results of the bids received.

If you have any questions, please call me at 612.360.1311.

Sincerely,
WSB

Andrew Plowman, PE
Sr. Project Manager

Attachments

cc: Jake Jensen, North Pine Aggregate, Inc.

ams

**CITY OF LINO LAKES
RESOLUTION NO. 26-117**

**ACCEPT BID AND AWARING A CONSTRUCTION CONTRACT
OTTER LAKE ROAD EXTENSION PROJECT**

WHEREAS, pursuant to an advertisement for bids for the construction of the Otter Lake Road Extension project, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement; and

Contractor	Base Bid
North Pine Aggregate, Inc.	\$10,598,386.85
Forest Lake Contracting, Inc.	\$10,886,743.57
LaTour Construction, Inc.	\$11,030,188.66
S R Weidema, Inc.	\$11,909,252.00
Park Construction Company	\$11,909,780.46
Meyer Contracting Inc.	\$11,989,456.95
S.M. Hentges & Sons, Inc.	\$12,961,985.64
A-1 Excavating, LLC	\$12,969,969.00
Dresel Contracting, Inc.	\$16,317,548.90

WHEREAS, it appears that North Pine Aggregate, Inc is the lowest responsible bidder; and

WHEREAS, the base bid amount is within the budgeted amount and the City Council finds that it would be in the best interest of the city to proceed with the project,

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with North Pine Aggregate, Inc. of Forest Lake, Minnesota in the amount of \$10,598,386.85 by the name of the City of Lino Lakes for the construction of the Otter Lake Road Extension Project according to the plans and specifications approved by the City Council and on file in the office of the City Clerk.

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

Adopted by the Council of the City of Lino Lakes this 22nd day of June, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, City Clerk

**CITY OF LINO LAKES
RESOLUTION NO. 26-118**

**APPROVING THE CONSTRUCTION SERVICES CONTRACT
OTTER LAKE ROAD EXTENSION IMPROVEMENT PROJECT**

WHEREAS, pursuant to the City Council awarding a construction contract to North Pine Aggregate, Inc in the amount of \$10,598,386.85, on June 22, 2026, for construction of the Otter Lake Road Extension project (the “Project”); and

WHEREAS, the Project will require professional engineering services, including but not limited to, project management, inspections and surveying, and

WHEREAS, WSB LLC has submitted a proposal to complete the construction services for the Project in the amount of \$857,992.00; and

WHEREAS, the City Council finds that it would be in the best interests of the City to proceed with the construction administration, observation and inspection and surveying;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes, the Mayor and Clerk are hereby authorized and directed to enter into a contract with WSB LLC, in the name of the City of Lino Lakes for the construction services of the Otter Lake Road Extension Project for the not to exceed amount of \$857,992.00.

Adopted by the Council of the City of Lino Lakes this 22nd day of June, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk



June 16th, 2026

Mike Grochala
Community Development Director
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014

**RE: Otter Lake Road Extension
City of Lino Lakes
S.A.P. 210-114-002
Construction Services Proposal**

Dear Mr. Grochala:

WSB is excited about the opportunity to present this scope of work and deliverables for construction services for the Otter Lake Road Extension Project. The scope of work WSB will provide is the staff and services as necessary to meet the expected outcomes of this contract, which include the following tasks:

- Project Management
- Contract Administration
- Construction Observation and Inspection
- Survey

Deliverables and responsibilities provided for each of the above tasks are described in the Project Approach/Scope of Services below. The intent of the scope is to outline the major tasks required for this project and highlight areas of importance that are needed to complete the requested services. The scope does not list all responsibilities to be performed.

PROJECT UNDERSTANDING

The Otter Lake Road project includes extending the roadway from Rosemary Way to north of Heritage Pkwy. Scope of services also includes widening and lane adjustments on Otter Lake Road from CSAH 14 to Rosemary Way. The project also includes the extension of Rosemary Way to the east of Otter Lake Road. This project consists of a new roadway alignment, two roundabouts, sanitary sewer and watermain, storm sewer, drainage ponds, and curb and gutter, signing and striping. This project also includes the reclamation of 24th Avenue and repaving, and paving the existing gravel surface to 80th Street E.

Construction is expected to begin in July of 2026 and be completed in September of 2027.

PROJECT APPROACH/SCOPE OF SERVICES

A. Project Management

WSB will provide project management throughout the duration of this project. This will include the following deliverables:

- Prepare materials for and attend the preconstruction meeting and weekly on-site meetings for the duration of the project.
- Prepare materials and coordinate private utility relocations prior to construction.

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

- Provide understanding of City's standard construction practices as they relate to the project.
- Review and verify prepared pay vouchers and documented quantities.
- Provide the tools and equipment needed to WSB personnel to perform and meet the expected outcomes of the project including cell phones, computers, iPad's, PPE, testing equipment, and additional supplies needed to perform the work.
- Provide services required under this contract as necessary to accommodate the contractor's schedule.

B. Contract Administration

WSB will provide contract administration for this project. Our project team will work with the contractor and the City to ensure construction work and activities will be constructed in accordance with the plans and standards and are correctly and adequately documented throughout the project. Scope of work for this task includes:

- Attend construction meetings for close coordination of day-to-day progress of work and ensure the project is being completed as intended.
- Communicate regularly with involved stakeholders to keep them informed regarding the impact of construction to the area, including neighbors, businesses, and local agencies.
- Review, document and file contractor permits, submittals, test reports, and certificates of compliance.
- Verify and review labor submittal's meet requirements.
- Accurately verify contract pay items daily.
- Prepare pay vouchers in accordance with project revenues and expenses.
- Respond to all contractor requests for information (RFI).
- Complete necessary field finalizing of the project documentation in accordance with project specifications.

C. Construction Observation and Inspection

WSB will provide Construction Observation and Inspection services through construction of the project and final project closeout. This task will include:

- Record construction activities daily.
- Ensure construction practices and materials used on site are compliant with project specifications.
- Accurately measure and record contract pay items daily.
- Perform daily reviews of construction signing, detour signing, and construction traffic control maintenance.
- Perform monthly labor compliance interviews.
- Communicate regularly with the Project Manager, Contractor, City, and involved stakeholders.
- Provide services required under this contract as necessary to accommodate the contractor's schedule and needs.
- Exercise the "Authority and Duties of the Inspector" as necessary.

D. Survey

WSB will provide Survey services through project construction. This will include:

- Provide required construction staking including setting benchmark elevation locations.
- Provide and maintain records for as-builts.
- Coordinate with contractor on private utility relocations.

Depending on project sequencing and workload, as determined by the contractor, we will adjust our staffing needs accordingly.

PROPOSED FEE

The estimated cost proposal we are providing is based on the contract documents and anticipated schedule for the work. A better understanding of the level of effort needed will be realized once the contractor presents their approach to the work. WSB will provide the services as outlined in Project Approach/Scope of Services. Our budget was developed based on our understanding of the scope and experience with many similar projects. Our estimate is based on an assumed 18-weeks of construction in 2026, working 5 days a week, and 10 hours per day during construction activities and 26-weeks of construction in 2027, working 5 days a week, and 10 hours per day. The estimated cost of this project is not to exceed \$857,992.00. All travel time is included in the estimated fee.

The proposed scope and fee presented herein represents our complete understanding of the project based on site visits and work performed to date. If you have any questions or concerns, please feel free to contact me at (612) 360-1298. Once again, we appreciate the opportunity to submit this proposal and look forward to working with you and city staff.

Sincerely,



Brian Bourassa
Client Representative



Mark Erichson
Director

Attachments

ACCEPTED BY:

City of Lino Lakes

By: _____

Date: _____

**CITY OF LINO LAKES
RESOLUTION NO. 26-119**

APPROVING EASEMENT ENCROACHMENT AGREEMENT

WHEREAS, the Minnesota Pipe Line Company, LLC (the “Grantor”) owns a pipeline easement (the “easement”) that crosses the lies within the Otter Lake Road Extension (the “Project) Right-of-Way corridor, and

WHEREAS, Sanitary sewer, water main, storm sewer and roadway improvements constructed as part of the Project, will encroach upon said easement, and

WHEREAS, Grantor has agreed to allow encroachment onto the easement subject to certain terms and conditions included in the Encroachment Agreement, attached hereto as Exhibit A;

NOW, THEREFORE BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the City hereby approves the Encroachment Agreement and the Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City subject to final review by the City Attorney.

Adopted by the City Council of the City of Lino Lakes this 22nd day of June, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

Exhibit A
Encroachment Agreement

**CITY OF LINO LAKES
RESOLUTION NO. 26-122**

APPROVING STREET LIGHTING AGREEMENT WITH CONNEXUS ENERGY

WHEREAS, the Otter Lake Road Extension project (the “Project”), requires the installation of roadway lighting, and

WHEREAS, the roundabout intersection with Heritage Parkway is proposed to be serviced by lighting units provided and installed by Connexus Energy, and

WHEREAS, Connexus, as the electrical utility provider for the area, will also provide ongoing maintenance and replacement for the luminaries subject to a separate maintenance agreement, and

WHEREAS, Connexus has provided a cost for the supply and install of the lighting units in the amount of \$96,608.50,

NOW, THEREFORE BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the City hereby approves the agreement with Connexus Energy for the Otter Lake Road/Heritage Parkway Roundabout Lighting in the amount of \$96,608.50. The Community Development Director is hereby authorized to execute the agreement on behalf of the City.

Adopted by the City Council of the City of Lino Lakes this 22nd day of June, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

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

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: June 22, 2026

TOPIC: Consider Resolution No. 26-120, Approving Local Road Improvement Program Grant Agreement, Grant Terms and Conditions

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council’s consideration to approve the Local Road Improvement Program grant terms and conditions for the Otter Lake Road extension project.

BACKGROUND

In November of 2025 the City Council approved the grant application to the Minnesota Department of Transportation (MnDOT) Local Road Improvement Program (LRIP) to the Otter Lake Road Project. An application was submitted requesting the maximum grant amount of \$1,500,000. In March of 2026 the City was notified of the grant award in that amount.

Acceptance of the grant requires the approval of the Grant Agreement with the State of Minnesota. LRIP funds may only be used for eligible construction costs. In accepting the grant the City agrees to:

- pay any additional costs over the grant amount.
- certify that the City owns or has easement over the land proposed for improvement, and acknowledges that is cannot be sold, mortgaged or encumbered without the approval of the Commissioner of Minnesota Management and Budget and the property remains restricted for a period of 37.5 years.

RECOMMENDATION

Staff recommends adoption of Resolution No. 26-120.

ATTACHMENTS

1. Resolution No. 26-120
2. Grant Agreement

**CITY OF LINO LAKES
RESOLUTION NO. 26-120**

**APPROVING LOCAL ROAD IMPROVEMENT PROGRAM GRANT AGREEMENT
GRANT TERMS AND CONDITIONS
SAP 210-594-001, TIED TO 210-114-002**

WHEREAS, City of Lino Lakes has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$1,500,000.00 by reason of the lowest responsible bid;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the City does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper City Officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the City Council of the City of Lino Lakes this 22nd day of June, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
 GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

- Public Entity (Grantee) name, address and contact person:

City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014
 Contact: Michael Grochala, mgrochala@linolakes.us, 651-982-2427

- Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP 210-594-001, Tied to 210-114-002	\$1,500,000.00	\$9,098,386.85	December 31, 2031

- Total Amount of LRIP Grant for all projects under this Agreement: \$1,500,000.00
- The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Schedule, Workforce Certificate, and Equal Pay Certificate
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions

5. Additional requirements, if any: None

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____
State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
2023 LRIP Funds, (SAAS Acct 385)	\$1,500,000.00	Grant Funds:	
		SAP 210-594-001 Roadway, curb and gutter, storm sewer	\$1,500,000.00
Other:			
Subtotal	\$1,500,000.00	Subtotal	\$1,500,000.00
Public Entity Funds:		Items paid for with Non-	
Matching Funds		LRIP Grant Funds:	
Local Match	\$9,098,386.85	SAP 210-594-001 and SAP 210-114-002 Roadway, curb and gutter, storm sewer	\$9,098,386.85
Other:			
Subtotal	\$9,098,386.85	Subtotal	\$9,098,386.85
TOTAL FUNDS	\$10,598,386.85	TOTAL PROJECT COSTS	\$10,598,386.85

EXHIBIT B

PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date June 22, 2026
Construction Start Date July 6, 2026
Construction Substantial Complete Date October 31, 2027
Contract Final Completion Date : December 31, 2031



WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **NORTH PINE AGGREGATE INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.

Certificate start date: **2/6/2026**

Certificate expiration date: **2/5/2030**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'R. Lucero', written over a faint horizontal line.

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER
540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr



EQUAL PAY CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **NORTH PINE AGGREGATE INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **June 23, 2023**

Certificate expiration date: **June 22, 2027**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'R. Lucero', written over a faint horizontal line.

Rebecca Lucero, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER
540 Fairview Ave N, Suite 201 • St. Paul, MN 55104 • Tel 651.539.1100
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • mn.gov/mdhr

Rev 10/26/2021

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of **Anoka**, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20__; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20__

City of Lino Lakes, a political subdivision of the
State of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

Otter Lake Road, from CSAH 14 (Main Street) to approximately 2000 feet north of CSAH 14 (Main Street), in the City of Lino Lakes.

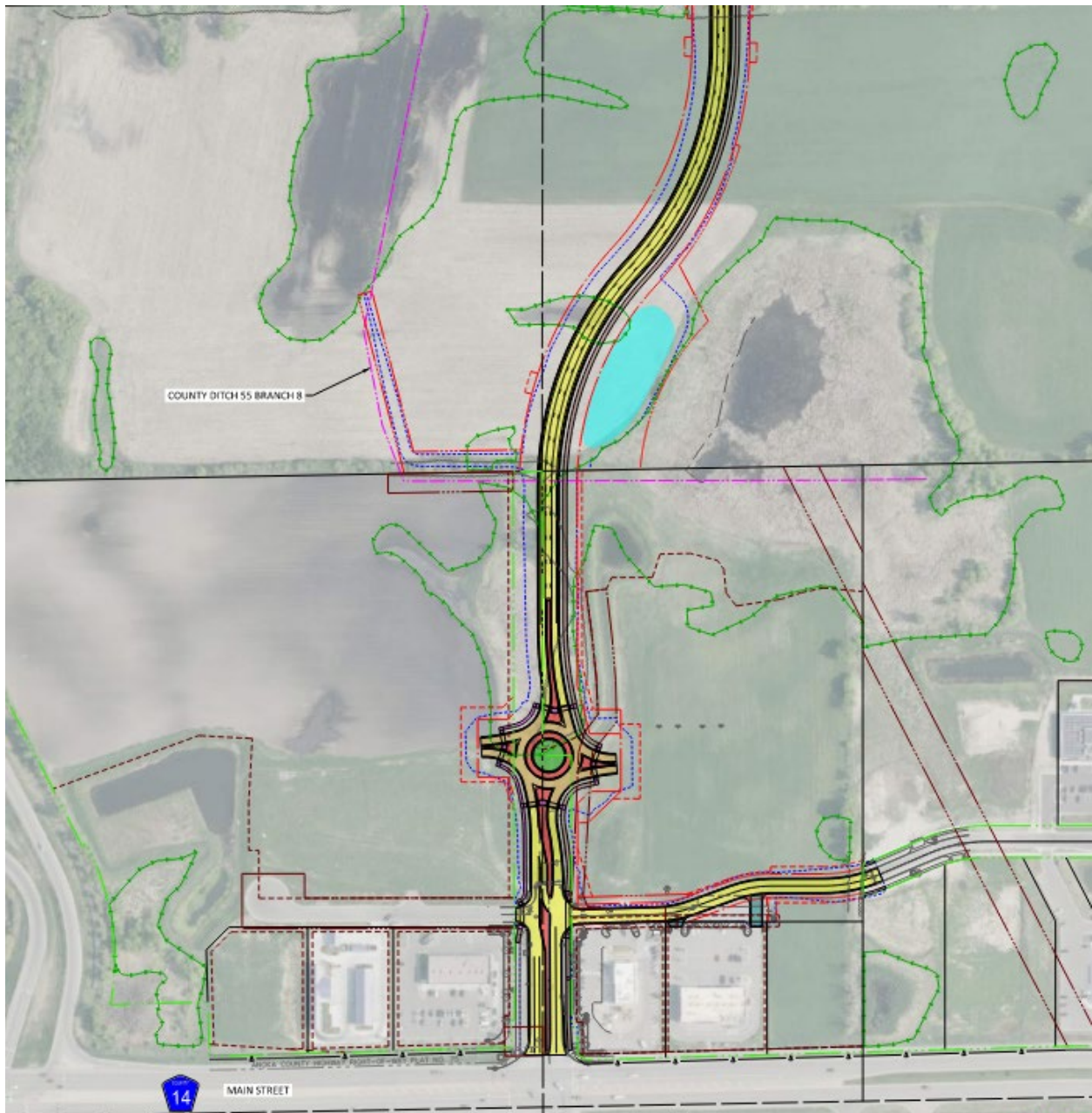


EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project

Form Name: Local Road Improvement Program: 2025 Solicitation Application
Submission Time: December 12, 2025 12:34 pm
Browser: Chrome 143.0.0.0 / Windows
IP Address: 64.188.174.220
Unique ID: 1413399214
Location: 47.0227, -91.6707

Local Road Improvement Program: 2025 Solicitation Application

A: Applicant Entity Information

Applicant Name	Michael Grochala
Applicant Job Title / Position	Community Development Director
Applicant Phone	(651) 982-2427
Applicant Email	MGrochala@linolakes.us
Applicant Address	600 Town Center Parkway Lino Lakes, MN 55014
Applicant Entity Name	Lino Lakes
Applicant Entity Type	State Aid City
As a grant applicant, are you representing a non-state aid city or township? If yes, it is required to have a county project sponsor.	No, I am not a non-state city or township
As a grant applicant, are you serving as the lead entity for a LRIP grant application benefitting multiple jurisdictions (a co-application)?	Yes, LRIP funds requested by this application will fund improvements in other jurisdictions in addition to my own

B: Project Location

MnDOT District	Metro District
County	Anoka
City	Lino Lakes
Name/Designation of Road	Otter Lake Road (Future MSAS)
Type of Road	Municipal State Aid Street (MSAS)
Functional Classification of Road	Major Collector
Average Daily Traffic (ADT) Count or Estimate	5832 (North of CSAH 14)

Year of ADT Data Collection (If available)	2025
Road Authority Type (entity who has primary jurisdictional ownership of the road)	State Aid City
Road Authority Name	City of Lino Lakes
Project Termini - From	County State Aid Highway (CSAH) 14/Main Street
Project Termini - To	24th Ave N/Elm Crest Ave
Beginning Point - Latitude	45.16511262072016
Beginning Point - Longitude	-93.02539003168257
General Environment (the general environment that represents the majority of the project)	Urban
Will construction of the proposed improvements impact or disturb the right-of-way of a jurisdiction other than the applicant entity or project sponsor?	Yes, the project will impact rights-of-way in addition to my own and/or that of my project sponsor (if applicable)

C. LRIP Grant Eligibility Checks

Has the PROJECT received a legislative appropriation (also known as an "earmark") or previous competitive LRIP grant funds?	No
The applicant must have a signed resolution (not just a letter of support) from their council or governing board approving the project and pledging support to fund engineering, right-of-way, inspection, and other non-LRIP eligible costs, as well as LRIP-eligible items in excess of the LRIP grant amount. The applicant understands this eligibility requirement and has executed the signed resolution for attachment to the application.	Yes

Township and Non-State Aid City applicants will need a County to serve as their project sponsor. If a project sponsor is required, the applicant must have a signed resolution (not just a letter of support) from the sponsoring entity's board supporting the project and agreeing to act as the project sponsor. The applicant understands this eligibility requirement and has obtained this signed resolution for attachment to the application. Not Applicable (application is from a State Aid City or County)

The applicant must have a signed resolution (not just a letter of support) from all entities other than the applicant entity or project sponsor whose property or right-of-way will be impacted by the proposed project. The applicant understands this eligibility requirement and has obtained, if required, this signed resolution(s) from all impacted entities for attachment to the application. Yes

Projects are required to be ready for construction in 2026, 2027 or 2028. The applicant understands this eligibility requirement and will execute a signed MnDOT grant agreement prior to starting construction and prior to December 31, 2028. Yes

Please select the anticipated construction year 2026

LRIP grant funds cannot be used on trunk highway improvements or on local improvements that are located within trunk highway right-of-way. The applicant understands this eligibility requirement. Yes

Only construction costs are grant eligible for the program. Development of engineering and construction plans are not eligible expenses nor are right-of-way acquisition costs. All selected projects must follow the State Aid process, which includes identifying applicable design standards and developing a construction plan set signed by a licensed professional engineer. The applicant must have the ability to develop this plan set or the funds to pay a consultant to develop the proposed project plan set. Exhibits from engineering studies do not qualify as a construction plan set. The applicant understands this requirement and has the ability or funds to develop the plan set.

LRIP funds cannot be used to pay local entity staff time to construct or install any improvements. Local entity staff time is not an eligible cost for the program. All selected projects must be advertised for bids and awarded to a contractor, consistent with the Uniform Municipal Contracting Law in Statute 471.345 (<https://www.revisor.mn.gov/statutes/cite/471.345>). The applicant understands this program requirement and plans to bid the project out to a contractor.

D: Project Description

Type of Project	New Construction
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Provide a description of the proposed project corridor's existing transportation deficiencies, including any current operational or safety concerns. Also, include supporting data (e.g. pavement condition index (PCI) ratings, percentages of heavy truck traffic, etc.). Attaching pictures (via Section I. Attachments) can be helpful supplements yet, are not required.

The project will improve the connectivity of the existing network east of I-35E by providing a N/S major collector roadway with access across Main St. The next parallel roadway to the east on the north side of CSAH 14 is 24th Ave/Elmcrest Ave, which ends at CSAH 14 with a right-in/right-out intersection which offers no access for trips across CSAH 14. The portion of 24th Ave/Elmcrest Ave parallel to the proposed extension is a narrow rural section roadway with no shoulders that has seen traffic volumes increase in recent years, reaching 4,921 in 2025. At the county border, CSAH 14/Main St becomes CSAH 8/Frenchman Rd. At Victor Hugo Blvd, the first parallel roadway in Washington County, there is an existing traffic signal at CSAH 8, however the road terminates within the existing developments and doesn't provide connectivity for longer north-south trips. Everton Ave N and Oneka Pkwy N to the east serve only local north-south trips, terminating within existing developments. The first continuous N/S roadway on the east side of I-35E with access across CSAH 14/CSAH 8 is TH 61 (nearly two miles from I-35E), which pulls traffic even further east due to its diagonal alignment. The project will continue the frontage road system along I-35E by extending Otter Lake Rd to the north. The design will accommodate the projected post-2040 traffic volumes, estimated to reach 11,100 on Otter Lake Rd south of CSAH 14 and 10,000 on 24th Ave N north of the project area. The proposed roadway is included in the Met Council's functional classification map as a planned major collector and will create a continuous link between TH 97 in Columbus and CR 96 in White Bear Lake. The project is included in the current City of Lino Lakes and Anoka County Transportation Plans, Hugo Comp Plan, and has been studied as part of the I-35E Corridor AUAR, last updated in 2025. Based on the traffic study, the existing system will be insufficient to accommodate trips generated by future development.

Provide a robust and specific description of the proposed project, including roadway dimensions, lane configurations and all other associated improvements. Attaching a proposed typical section to the application can be helpful as a supplement to conveying the intent of the proposed project (yet a typical section is not an LRIP application submittal requirement). Address how the proposed project will eliminate transportation deficiencies and improve operations and safety along the corridor. Note, that projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under the Section E3. Rural Road Safety Account Considerations and Eligibility page of the application.

The proposed project includes the construction of .9 miles of three-lane roadway on a new alignment between CSAH 14/Main St and 24th Ave/Elmcrest Ave in the City of Lino Lakes (Figures 1 and 2 in Attachment 1). The proposed design includes two through lanes, turn lanes at several proposed intersection locations, and a new single-lane roundabout just north of CSAH 14/Main St at Rosemary Lane and one at Heritage Parkway. A new shared use path will be constructed adjacent to the new roadway for the full extent of the project. The proposed typical section is shown in Figure 3 in Attachment 1. As part of the project, a portion of the existing 24th/Elmcrest Ave will be removed between Heritage Pkwy and the new connection to 24th/Elmcrest Ave as shown in the attached layout (Figure 2 in Attachment 1). The expected useful life of the newly constructed roadway is approximately 20 years.

The primary purpose of the new roadway is to improve connectivity and establish a collector road system for a planned development area. The proposed project includes turn lanes at the new corridor intersections and a new roundabout just north of CSAH 14/Main St to prepare for anticipated turning movement volumes associated with new development and maintain safe vehicle operations as this area of Lino Lakes develops. Additionally, the construction of a dedicated shared-use path is aimed at enhancing safety and connectivity for pedestrians and bicyclists.

E: LRIP Account Considerations and Eligibility

Select the LRIP Account requested for funding

Routes of Regional Significance

E2: Routes of Regional Significance Account Considerations and Eligibility

For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?

Part of an economic development plan
 Provides capacity or congestion relief to a parallel trunk highway system or county road
 Project limits provide a direct connection to the regional system, trunk highway, or a county road

Describe the potential number of persons and multiple local entities who will be positively impacted and how they will benefit by the proposed project.

The proposed project is anticipated to positively impact local roadway users as well as travelers making longer distance trips along I-35E. The improvements are estimated to benefit 5,377 daily users throughout the year, based on an average of traffic volumes from the existing segments of Elmcrest Ave/24th Ave (4,921 vehicles, 2025) and Otter Lake Rd (5,832 vehicles, 2025). As discussed previously and shown in the attached maps, the number of benefited users is anticipated to increase as the area within the AUAR study area develops. Nonmotorized users in the area will also experience positive impacts through the inclusion of a shared-use path along the roadway extension. This facility will not only enhance safety for pedestrians and cyclists but also provides a recreational space. Additionally, it facilitates access to businesses along CSAH 14/Main St for the neighboring residential developments, potentially contributing to increased foot and bicycle traffic and the possibility for extra sales to local businesses. The project may also improve emergency response times for local agencies by creating a more efficient route for police, ambulance, and fire services. Ensuring quicker assistance during critical situations will contribute to increased public safety and an improved sense of community security.

Describe the project's contribution to the local, regional or state economy, including economic development or redevelopment efforts. Specifically reference plans and letters of support addressing anticipated business and community impacts.

The proposed project aligns with the City of Lino Lakes 2040 Comprehensive Plan which designates the project area as a Business Campus. This new designation aims to facilitate the high-quality, integrated development of various business uses in prominent locations, particularly near the I-35E and I-35W corridors and interchanges. Envisioned as employment hubs, these areas are planned to accommodate office spaces, service facilities, research and development centers, data facilities, and light industrial uses. The I-35E Corridor AUAR, which was last updated in 2025, evaluated two scenarios to help plan for and manage growth within the northeastern portion of the city. Scenario 1 represents development based on the City's current 2040 Comprehensive Plan full build out land use and has higher industrial use and less residential. Scenario 2 has higher residential and commercial land use, with less industrial. In either scenario, the Otter Lake Rd extension will serve as a key north-south route and efficiently manage access as new development and growth in the area occurs. The proposed project also has the potential to make a significant contribution to the local, regional, and state economy by supporting the Minnesota Technology Corridor. This collaborative initiative involves five cities and two counties, aiming to attract technology companies to the region and facilitate their growth. Premier project sites for technology business development in the I-35 corridor are strategically located less than 30 minutes from the Twin Cities and Minneapolis-St. Paul International Airport, with direct access to I-35. Situated approximately 1.5 miles from the proposed project along I-35E in Lino Lakes is one of these premier development sites within the Minnesota Technology Corridor. This site, spanning over 250 acres, is strategically designated for Industrial/Business Campus land use. The proposed project will improve access to I-35 for this development site.

F: Project Readiness and Ability to Maintain

Estimated Construction Year	2026
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Are there railroad impacts (RR crossing or RR tracks within 600' of the project)?	No RR xings or tracks within 600'
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What is the status of the engineering and design work on the project?	Design in progress
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Engineering Design	Final Design is at 90%
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Is Right-of-Way (ROW) acquisition required? ROW acquisition underway

RR impacts - Copy - Copy

ROW acquisition negotiations are in process, offers have been made and the Lino Lakes City Council has authorized eminent domain.

Describe the local entity's ability to adequately provide for the safe operation and maintenance of the facility upon completion.

The City of Lino Lakes has an annual pavement management program that sets aside funds to complete preventative maintenance activities on roadways owned by the city. This ensures that any safety or maintenance issues that may arise can be dealt with on a proactive basis.

G: Multimodal/Complete Streets

Identify infrastructure improvements for non-motorized, multi-modal, and/or transit users on this project and how they align with elements of Complete Streets. (Adoption of a Complete Streets policy is not required for grant eligibility).

The proposed project offers improvements that will benefit a diverse range of road users, including vehicle traffic as well as people walking and biking. Specifically, the project will include a trail along the full extension, creating a crucial link in a larger trail system running through the city of Hugo and extending to TH 61. The new facility will connect to the existing trails along CSAH 14/Main St (which connect to Rice Creek Chain of Lakes Park Reserve west of I-35E), Heritage Parkway in Hugo, and along the existing segment of Otter Lake Rd south of the project area. By linking large residential areas in Hugo to neighborhoods and employment centers in both Hugo and Lino Lakes along CSAH 14/Main Street, the connection will promote equitable access to transportation alternatives. The proposed improvements will encourage active transportation, reduce reliance on single-occupancy vehicles, and foster a safer, more pedestrian-friendly environment.

The project will also improve access to the park and ride on the west side of I-35E along 21st Ave N, which is currently served by Metro Transit Route 275, providing service to downtown St. Paul. The proposed extension will improve access to the park and ride for both motorized and nonmotorized users, encouraging multimodal transportation. Improving the viability of different modes of transportation, such as cars, bikes, and public transit, will help the city minimize future congestion and improve overall mobility as this area

H: Estimated Project Construction Cost (only include construction costs)

Has this project been selected for federal funding? No

LRIP Request 1500000

Federal Funds 0

County State Aid Funds 0

Municipal State Aid Funds 5500000

Local Township Funds 0

Local City Funds 2000000

Local County Funds 0

MnDOT Trunk Highway Funds 0

Other Funds 0

Total Project Cost 9000000

Are funds from all sources committed? No

If no, describe which sources are not committed and plan to get funds committed.

All applicable funding sources for this project have been secured, with the exception of LRIP funds. The LRIP contribution is essential to fully implement the proposed improvements and achieve the intended safety and operational benefits. Without these funds, the project cannot be completed as designed, which would limit its ability to address critical infrastructure needs and enhance transportation efficiency for the community. Securing LRIP funding will ensure the successful delivery of a project that aligns with local and state priorities, improves roadway conditions, and supports long-term economic and mobility goals.

Is this project concurrently applying for competitive funding from any other sources in addition to this program? No

I. Attachments

Approved applicant entity resolution of support (PDF)

<https://www.formstack.com/admin/download/file/18894340444>

Approved resolution(s) of support from any entities benefitting from or impacted by the project (if applicable) (PDF) <https://www.formstack.com/admin/download/file/18894340452>

Engineering or planning-based cost estimate (Excel preferred but not required) <https://www.formstack.com/admin/download/file/18894340465>

Timeline indicating major milestones and their anticipated completion date (PDF) <https://www.formstack.com/admin/download/file/18894340466>

County Road Safety Plan (CRSP) or study that identifies the proposed project or improvements (PDF) - or - a link to the documents if publicly available elsewhere <https://www.formstack.com/admin/download/file/18894340475>

At least one location map with project routes or improvements identified. If you choose to include project photos, please make sure the project location map is the first page in this attachment. (PDF) <https://www.formstack.com/admin/download/file/18894340476>

Letters of concurrence or support. Please merge multiple letters into a single file. <https://www.formstack.com/admin/download/file/18894340487>

Upload additional supporting documents here. Please merge multiple similar documents together or if additional upload slots are required. <https://www.formstack.com/admin/download/file/18894340497>

Upload additional supporting documents here. Please merge multiple similar documents together or if additional upload slots are required. <https://www.formstack.com/admin/download/file/18894340502>

Upload additional supporting documents here. Please merge multiple similar documents together or if additional upload slots are required. <https://www.formstack.com/admin/download/file/18894340527>

J. Conflict of Interest Disclosure

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:

Determined that no potential organization conflict of interest exists

K. Affirmation of Non-Collusion

The Applicant affirms that this solicitation response has been submitted without collusion.

Yes

L. 2025 LRIP Application Submittal

The applicant affirms to the best of their current knowledge and belief that this grant application submittal is accurate and complete.

Yes

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

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

**LOCAL ROAD IMPROVEMENT PROGRAM GRANT AGREEMENT
GRANT TERMS AND CONDITIONS
SAP 210-594-001, TIED TO 210-114-002**

WHEREAS, City of Lino Lakes has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$1,500,000.00 by reason of the lowest responsible bid;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the City does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper City Officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Adopted by the City Council of the City of Lino Lakes this 22nd day of June, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 Additional Funds. If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 Condemnation. If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 Liability. The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 Relationship of the Parties. Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 Assignment or Modification. Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 Waiver. Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 Antitrust Claims. The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 Entire Agreement. The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 Telecommunications Certification. If federal funds are included in **Exhibit A**, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 Title VI/Non-discrimination Assurances. Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in **Exhibit A**, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

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

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: June 22, 2026

TOPIC: Public Works Building

- i. Consider Resolution No. 26-121, Approving Professional Services Contract with RJM Construction, Construction Manager as Agent
- ii. Consider Resolution No. 26-108, Approving Encroachment Agreement with Great River Energy

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting City Council consideration to approve a Construction Manager as Agent (CMa) contract amendment for Site Services with RJM Construction

Staff is requesting City Council consideration to approve an Easement Encroachment Agreement with Great River Energy.

BACKGROUND

In June of 2025 the City retained the services of RJM Construction to serve as the Construction Manager as Agent (CMa) for the public works building. RJM’s scope of work includes the following:

Pre-construction activities: these include consulting on aspects of project design with the City and Oertel Architects, creating parameters for quality, cost and time, constructability reviews and cost analysis and management of the overall project budget. This would also include development of a phasing and sequencing plans.

Procurement activities: these would include developing a procurement plan to include multiple bid packages, along with bid and award administration.

Construction Phase: these activities would include coordination of all subcontractors, vendors and suppliers, prepare project schedule, lead change order review and dispute resolution in coordination with staff and Oertel Architects, enforcing and maintaining quality of control standards and review of contractor labor, materials and other costs.

Closeout: Management and coordination of final start-up, testing and occupancy, facilitate commissioning process and compile all project documentation.

Staff has worked with RJM to finalize the compensation based on a 14 month schedule, the adjusted building size of 98,000 square feet and Cost of Work of \$26,736,687.

Summary total for Construction Management Fees		
	Unit	Total
Preconstruction Services	Lump Sum	\$18,000.00
Construction Phase Site Services ¹	Months	\$1,238,900.00
Reimbursables ¹	Months	\$ 55,277.00
General Conditions	Months	\$420,445.00
General Liability & Builders Risk Ins	Months	\$347,604
CM Fee	Lump Sum	\$384,187.00
Total Fee		\$2,464,412
¹ Not to exceed fee billed on actual hours worked		

Construction phase services and reimbursables are billed on actual hours/units. A shorter construction period will result in a reduction in overall cost.

The total compensation is approximately \$162,000 under the estimated budget figure for these services included in the pre-bid project estimate.

Great River Energy Agreement

The Public Works property includes an easement in favor of Great River Energy (GRE) electrical transmission lines. The proposed stormwater pond is located partially within the GRE transmission line easement. Accordingly, an agreement is required to encroach into the easement area.

RECOMMENDATION

Staff is recommending approval of Resolution No. 26-121 and Resolution No. 26-108.

ATTACHMENTS

1. Resolution No. 26-121
2. Resolution No. 26-108

**CITY OF LINO LAKES
RESOLUTION NO. 26-121
APPROVING PROFESSIONAL SERVICES CONTRACT WITH RJM CONSTRUCTION,
CONSTRUCTION MANAGER AS AGENT, PUBLIC WORKS BUILDING**

WHEREAS, the City entered into a contract with RJM Construction in June of 2026, and

WHEREAS, following award of contracts for the project the total budget and Cost of Work have been updated to reflect estimated expenditures; and

WHEREAS, the contract provides for a contract amendment based on the Cost of Work of the project and the provision of site services throughout construction of the project, and

WHEREAS, it is appropriate to amend the contract to document the revised scope of project and adjustment to compensation,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota approves the amendment to the Agreement between the City of Lino Lakes and RJM Construction attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to execute a contract on behalf of the City.

Adopted by the City Council of the City of Lino Lakes this 22nd day of June, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

Exhibit A

AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

This Amendment to Agreement Between Owner and Construction Manager (“Amendment”) amends the terms of the AIA C132 Agreement between the City of Lino Lakes (“Owner”) and RJM Construction LLC (“Construction Manager”) dated May 8th, 2025 (“Agreement”) effective June 15th, 2026.

RECITALS

- A. Owner and Construction Manager are parties to the Agreement, as defined above.
- B. Owner and Construction Manager desire to amend certain terms of the Agreement, as provide for in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Revised Scope of Project.

- a. Section 1.1.1 of the Agreement is amended to state as follows: The Owner’s program for the Project: Approximately 98,000sf new public works facility with vehicle storage, vehicle maintenance, office space, community meeting space.
- b. Section 1.1.3 of the Agreement is amended to state as follows: The Owners budget for the Cost of Work, as defined in Section 6.1: The Owner’s budget for the Cost of Work is \$26,736,687.
- c. Section 1.1.4.3 of the Agreement is amended to state as follows: Substantial Completion date or dates: August 19, 2027 (Certificate of Occupancy), pending issuance of building permit and watershed permit to allow for construction to commence on June 15, 2026.

2. Compensation Adjustment. The parties agree that the revised compensation set forth in Exhibit A replaces and supersedes the compensation structure set forth in Section 11.1.2 and Exhibit A of the Agreement as it relates to the original Project budget of \$17,225,000.

All impacts to Construction Manager compensation arising from the increase in Project size, scope (approximately 98,000 sf), Cost of the Work (\$26,736,687), and updated schedule shall be deemed included in the compensation stated in Exhibit A.

For the avoidance of doubt, and as reflected in Exhibit A, the Construction Manager’s total fee for the revised scope of the Work shall be \$384,197, which amount includes all adjustments to the fee under Section 11.1.2 associated with the increase in the Cost of the Work.

Construction Phase Site Services shall continue to be billed in accordance with the Agreement based on actual hours worked at the rates set forth in Section 11.5;

provided, however, that such Site Services shall remain subject to a not-to-exceed amount of \$1,238,900, as reflected in Exhibit A.

3. **Builder's Risk Insurance.** The parties agree that Construction Manager will provide the "all risk" property insurance ("Builder's Risk Insurance") for the Project, which Owner is required to provide according to its agreements with its prime contractors, AIA form A132, Exhibit A and General Conditions, AIA form A232. Provided, however, Owner will remain responsible for deductible amounts payable pursuant to the Builder's Risk Insurance policy provided by Construction Manager and for losses not covered under the Builder's Risk Insurance, subject to rights of subrogation, if any, against prime contractors and others.
4. **No Further Modification.** Except as expressly modified by this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect.
5. **Counterparts.** This Amendment may be executed in counterparts and by electronic or PDF signatures, each of which shall be deemed an original, and all of which together shall constitute one agreement

City of Lino Lakes

RJM Construction LLC

By:
Its:

By: Curtis Sell, CHC

Exhibit A

Revised Cost Information

COST PROPOSAL
CITY OF LINO LAKES
PUBLIC WORKS BUILDING
EXHIBIT A - AMENDMENT
RJM Construction
6/17/2026

PreConstruction Services				
		Start Date:		1-Mar-25
		Finish Date:		1-Mar-26
	12	53	267	2136
	Mo.	Wks	Days	Hours
Description	Quantity	Unit	Unit Cost	Total
Principal Executive	100	HRS	\$ 200.00	\$20,000
Project Manager	75	HRS	\$ 145.00	\$10,875
Estimator	400	HRS	\$ 150.00	\$60,000
MEP Director	50	HRS	\$ 180.00	\$9,000
Travel - Mileage		MO		Included
Subtotal Preconstruction Services				\$99,875

**Discounted Pre-Construction, RJM will provide the resources and hours noted above for a lump sum amount of \$18,000

Construction Phase Site Services				
		Start Date:		15-Jun-26
		Finish Date:		19-Aug-27
Cost of Work Budget		\$	26,736,687.00	
Lino Lakes Public Works - Negotiated 6/8/2026				
	14	62	310	2483
	Mo.	Wks	Days	Hours
Description	Quantity	Unit	Unit Cost	Total
Project Executive - Curtis Sell	680	HRS	\$ 200.00	\$136,000
Project Manager - Aaron Chappuis	2483	HRS	\$ 145.00	\$359,967
Project Engineer - Presley Kimmes	1986	HRS	\$ 115.00	\$228,393
Superintendent - John Mackenzie	2,483	HRS	\$ 140.00	\$347,555
General Superintendent - Curt Sell Sr.	248	HRS	\$ 155.00	\$38,479
Director of Risk Management - Jim Lockhart	40	HRS	\$ 200.00	\$8,000
Safety Engineer - John Schramm	0	HRS	\$ 115.00	\$0
Director of Safety - Kale Fischer	248	HRS	\$ 155.00	\$38,479
Director of Quality Control (Project > \$20M) - Mike Johnson	186	HRS	\$ 155.00	\$28,859
Administrative Assistant - Ai Yang	214	HRS	\$ 85.00	\$18,190
Trucking/Deliveries - RJM Shop Foreman	124	HRS	\$ 98.00	\$12,152
Truck	3,900	HRS	\$ 4.50	\$17,550
Fuel	62	Wks	\$ 85.00	\$5,275
SUBTOTAL Site Services				\$1,238,900

% of Cost of Work **4.63%**

Monthly Reimbursables				
		Start Date:		15-Jun-26
		Finish Date:		19-Aug-27
	14	62	310	2483
	Mo.	Wks	Days	Hours
Description	Quantity	Unit	Unit Cost	Total
Site Construction Trailer	14	MO	\$ 950.00	\$13,617
Office Supplies/ Equipment	14	MO	\$ 350.00	\$5,017
Project Technology	62	Wks	\$ 400.00	\$24,825
Cell Phones	62	Wks	\$ 50.00	\$3,103
Blue Prints	62	Wks	\$ 50.00	\$3,103
Postage & Deliveries	62	Wks	\$ 50.00	\$3,103

Truck - Project Superintendent		MO		included above
Project Construction Mileage	14	MO	\$ 75.00	\$1,075
Safety Supplies and Signage	14	MO	\$ 100.00	\$1,433
Superintendent Lodging/ Meals (Per Week)		Wks		N/A
SUBTOTAL Reimbursables				\$55,277

Summary Total for Construction Management Fees				
	Quantity	Unit	Unit Cost	Total
Preconstruction Services	12	LS	\$18,000	\$18,000
Construction Phase Site Services	14	Months	\$86,434.91	\$1,238,900
Reimbursables	14	Months	\$3,856.50	\$55,277
General Conditions	14	Months	\$30,031.75	\$420,445
General Liability & Builders Risk Insurance	14	Months	\$24,828.86	\$347,604
CM Fee	1	LS	\$384,187.00	\$384,187
TOTAL FEE				\$2,464,412

The General Conditions items listed below are now inclusive of the total fee. These costs are strictly a pass thru cost and all savings will accrue back to the City of Lino Lakes.

General Conditions

Blueprinting	Site Fencing	Temporary Roads
Progress photos	Temporary Toilets	Winter Conditions
Builders Risk Insurance	Temporary Enclosures	Test and Balance
Construction Cleaning	Temporary Services	Tools/ Equipment
Dumpsters	Snow Plowing	Final Cleaning

~~Due to the unknowns of this project at this time, the general conditions will be developed during preconstruction. These costs are strictly a pass thru cost and all savings are the saving of the owner.~~

**CITY OF LINO LAKES
RESOLUTION NO. 26-108**

APPROVING ENCROACHMENT AGREEMENT WITH GRE

WHEREAS, Great River Energy (the “Grantor”) owns a transmission line easement (the “easement”) that crosses the City’s Public Works property located at 1189 Main Street , and

WHEREAS, stormwater management and landscaping improvements being constructed as part of the new municipal public works building, are proposed to encroach upon said easement, and

WHEREAS, Grantor has agreed to allow encroachment onto the easement subject to certain terms and conditions included in the Encroachment Agreement, attached hereto as Exhibit A;

NOW, THEREFORE BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the City hereby approves the Encroachment Agreement and the Mayor and City Clerk are hereby authorized to execute the agreement on behalf of the City subject to final review by the City Attorney.

Adopted by the City Council of the City of Lino Lakes this 22nd day of June, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

Exhibit A
Encroachment Agreement