



CITY COUNCIL AGENDA

Monday, August 10, 2026

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

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

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

- A. Call to Order and Roll Call
- B. Setting the Agenda: Addition or Deletion of Agenda Items
- C. Review Regular Agenda
- D. City Administrator Update
- E. 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 August 10, 2026 (Check No. 125443 through 125518) in the Amount of \$2,445,602.37
- B. Approval of July 27, 2026, City Council Work Session Minutes
- C. Approval of July 27, 2026, City Council Meeting Minutes
- D. Accept the Q2 2026 Financial Report for Filing
- E. Resolution No. 26-155, Approving Property Owner Agreements No Prior Connection,

Water Service Connection Project

2. Finance Department Report

3. Administration Department Report

4. Police Department Report

5. Fire Department Report

6. Public Services Department Report

- A. Resolution No. 26-152, Approving a Water Tower Lease Agreement with New Cingular Wireless PCS, LLC, Justin Williams

7. Community Development Report

- A. Lyngblomsten at Lino Lakes Second Addition, Katie Larsen
 - i. Approval of Resolution No. 26-149 for PUD Final Plan/Final Plat
 - ii. Approval of Resolution No. 26-150 for Planned Unit Development Agreement
- B. Resolution No. 26-153 Authorizing Professional Services Contract with WSB for the Preparation of the Water Supply Plan, Local Water Management Plan and Engineering Related Chapters of the 2050 Comprehensive Plan, Michael Grochala

8. Unfinished Business

9. New Business

10. Notices and Communications

- A. State Primary Election, Tuesday, August 11th from 7 a.m. to 8 p.m. Voters can find their polling location and view a sample ballot on the Secretary of State's website at www.sos.state.mn.us
- B. Planning & Zoning Board Meeting, August 12th at 6:30 PM in the Council Chambers at City Hall
- C. City Council Special Work Session, August 17th at 6 p.m. in the Community Room at City Hall.

ADJOURNMENT



Expenditures

August 10, 2026

Check #125443 to #125518
\$2,445,602.37

Significant Disbursements this Period:

- DPS Wooddale LLC - \$480,263.00 – ROW ACQ. Parcel 4, 3&4, 6 and 8 Fee, PE, and TE Otter Lake Rd Extension
- Lyngblomsten - \$266,800.61 – TIF Paygo 1st Half Settlement 2026
- Staab Construction Corporation - \$697,401.70 – Water Treatment Plant Pay App 26

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 125443 - 125518

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
07/31/2026	125443	CENTRAL PENSION FUND	Remittance Check	10,192.61
07/31/2026	125444	METROPOLITAN LIFE INSURANCE C	Remittance Check	8,965.64
08/10/2026	125445	ANOKA COUNTY	DOCUMENT RECORDING FEES	1,017.00
08/10/2026	125446	BOARD OF WATER & SOIL RESOURC	WETLAND CREDIT WITHDRAWAL FEES - BANK 1	6,060.06
08/10/2026	125447	AMCON CONSTRUCTION	ESCROW RELEASE - CONTRACTOR LICENSE BON	5,000.00
08/10/2026	125448	AMERICAN TEST CENTER	#622 AERIAL 1 LADDER TESTING	1,524.00
08/10/2026	125449	ANOKA COUNTY	OTTER LAKE RD EXT - RECORDING FEES DPS	1,029.99
08/10/2026	125450	ASPEN MILLS, INC.	DEPT EXP - ASST. CHIEF BADGE PATCHES	184.50
			DEPT EXP - ASST. CHIEF BADGE PATCHES	40.00
			DEPT EXP - NEW HIRE C. SOLORZANO	136.75
			DEPT EXP - G. KRAUSE REPATCH	12.00
			REBRANDING - RESERVE OFFICER J. IVES	245.50
			REBRANDING - RESERVE OFFICER J. MARTELL	314.35
			VEST ALTERATIONS - A. BENNETT	42.00
			RESERVE UNIFORM - N. BRENNAN	245.50
			DEPT EXP - NEW HIRE C. SOLORZANO	1,895.19
			RESERVES UNIFORM - N. BRENNAN	166.90
			RESERVES KNIT CAPS (6)	48.00
			DEPT EXP - DUTY CREW UNIFORMS	121.50
				<u>3,452.19</u>
08/10/2026	125451	BITUMINOUS ROADWAYS, INC.	ASPHALT TRAIL REPAIR (TIMBERWOLF TO SHE	410.80
08/10/2026	125452	BOARD OF WATER & SOIL RESOURC	WETLAND BANK WITHDRAWAL FEE BANK 1722 -	1,747.34
08/10/2026	125453	BRIAN FINKE	TUITION REIMBURSEMENT	478.55
08/10/2026	125454	BUSINESS ESSENTIALS	TRASH CAN LINERS	199.77
08/10/2026	125455	CARWASH TECHNOLOGIES	ST ESCROW CLOSURE - 416 LILAC ST (BRF)	1,546.39
08/10/2026	125456	CENTENNIAL UTILITIES	3RD QTR 2026 UTILITIES	833.67
08/10/2026	125457	CENTERPOINT ENERGY	NATURAL GAS	501.05
08/10/2026	125458	CENTURYLINK	TELEPHONE	191.53
08/10/2026	125459	CITY OF BLAINE	3RD QTR 2026 UTILITIES	5,268.53
08/10/2026	125460	COLLINS ELECTRICAL CONSTRUCTI	ROLL CALL RM OUTLETS X2, LOWER RECEIPT	1,160.15
			RELOCATE BWC, 1 DUPLEX, 1 DATA W/4 POR	887.80
				<u>2,047.95</u>
08/10/2026	125461	CONNEXUS ENERGY	WATERMARK PARK PAVILION ELECTRICITY	61.73
08/10/2026	125462	CRAFCO, INC.	MASTIC KETTLE RENTAL (2)	13,725.00
08/10/2026	125463	DPS WOODDALE LLC	ROW ACQ. PARCEL 4, 3&4, 6 AND 8 FEE, PE	480,263.00
08/10/2026	125464	ELECTRIC PUMP, INC.	LIFT STATION INSPECTIONS (ALL STATIONS)	4,000.00
08/10/2026	125465	EMERGENCY APPARATUS MAINTENAN	#625 E3 MAINTENANCE	7,548.59
			#630 ENGINE 2 MAINTENANCE	1,739.99
				<u>9,288.58</u>
08/10/2026	125466	ENDURANCE FITNESS OF MN, LLC	MONTHLY FEE AUGUST 2026	11,665.00
08/10/2026	125467	EUROFINS DRINKING WATER AND W	PFAS TESTING DRINKING WATER WELLS	2,580.00
08/10/2026	125468	FINANCE & COMMERCE, INC.	AD FOR BID OTTER LAKE ROAD EXT	342.38
08/10/2026	125469	FIRST ADVANTAGE OCC.	ANNUAL ENROLLMNT & EMPLOYEE DRUG TESTIN	212.79
08/10/2026	125470	FRIENDLY CHEVROLET	#319 REPLACE CAMSHAFT & ALL LIFTERS	9,229.52

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 125443 - 125518

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
08/10/2026	125471	GALLS, LLC	RIOT AGENT FILTERS (8)	447.00
08/10/2026	125472	GDO LAW	AUGUST PROSECUTOR CONTRACT	8,925.00
08/10/2026	125473	GUARDIAN FLEET SAFETY LLC	#334 TAHOE K9 BUILD	20,002.08
08/10/2026	125474	HAWKINS, INC.	WATER TREATMENT CHEMICALS	10,084.35
			WATER TREATMENT CHEMICALS	12,887.92
				22,972.27
08/10/2026	125475	HUGO EQUIPMENT COMPANY	WEED WHIP	254.99
			HAND TOOLS REPAIR SUPPLIES	225.93
			HAND GUARD	22.99
				503.91
08/10/2026	125476	IMPERIAL DADE	CAN LINERS (2), HAND & HAIR BODY WASH (	328.49
08/10/2026	125477	INTERSTATE POWER SYSTEMS, INC	LIFT 4 GEN REPAIR- FLYWHEEL, CRANKSHAFT	6,207.95
08/10/2026	125478	KNIGHTS PLUMBING LLC	80% REFUND 8189 20TH AVENUE	60.00
08/10/2026	125479	KWIK TRIP, INC.	JULY KWIK TRIP FUEL ALL VEHICLES	27,518.15
08/10/2026	125480	LEAGUE OF MN CITIES INSURANCE	WORK COMP INS 2026-2027	285,694.00
08/10/2026	125481	LRS	TOILET RENTAL - WATERMARK PARK	65.00
			TOILET RENTAL - BIRCH PARK	65.00
			TOILET RENTAL - CITY HALL PARK	65.00
			TOILET RENTAL - CLEARWATER CREEK	65.00
			TOILET RENTAL - HIGHLAND MEADOWS	65.00
			TOILET RENTAL - LINO PARK	65.00
			TOILET RENTAL - MARSHAN PARK	65.00
			TOILET RENTAL - SUNRISE PARK	255.00
			TOILET RENTAL - SUNSET OAKS PARK	65.00
			TOILET RENTAL - TOWER PARK	65.00
				840.00
08/10/2026	125482	LYNGBLOMSTEN AT LINO LAKES	TIF PAYGO 1ST HALF SETTLEMENT 2026	266,800.61
08/10/2026	125483	MARGIE SCHLUETER	MILEAGE REIMBURSEMENT	10.11
08/10/2026	125484	MARSHA ERICKSON	FALL 2026 NEWSLETTER DESIGN	1,600.00
08/10/2026	125485	MCDONOUGH K-9	K9 DEPOSIT	7,500.00
08/10/2026	125486	MENARDS - BLAINE	BOARDWALK REPLACEMENT BOARDS - P. RUN S	89.94
			AIR FITTING	2.29
				92.23
08/10/2026	125487	MENARDS - FOREST LAKE	GARBAGE BAGS	87.92
			TOILET PAPER HOLDER AND DISPOSABLE CUPS	25.47
			BUILDING REPAIR SUPPLIES	32.94
			MENS LOCKER ROOM WALL REPAIR	77.16
			GRASS SEED/LAWN PATCH - BLVD RESTORATIO	89.97
			CORED WIRE	21.75
				335.21

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08/10/2026	125488	MET COUNCIL ENVIRONMENTAL SER	SEPTEMBER WASTE WATER SERVICES	115,725.05
08/10/2026	125489	METRO SALES INCORPORATED	PD COPIER CONTRACT	36.00
08/10/2026	125490	MPJWR.LLC	WETLAND CREDIT PURCHASE BANK 1722 OTTER	89,585.06
08/10/2026	125491	MRPA	JOB POSTING	175.00
08/10/2026	125492	NAC MECHANICAL & ELECTRICAL	STATIC AIRFLOW SAFETY SWITCH FAILURE	1,608.88
			BOILER TEMP SENSOR	1,000.00
			BOILER PIPING AND WELDING ADDITIONS	10,000.00
				12,608.88
08/10/2026	125493	NORTHERN TOOL COMMERCIAL ACCO	PROGRESSIVE MOWER TIRES	182.38
08/10/2026	125494	O'REILLY AUTOMOTIVE STORES	AC CONDENSER #256	115.79
			BATTERY #628	210.99
			VACUUM HOSE	6.79
			BRAKE HOSES #255	44.58
			BATTERY CORE - RETURN	(44.00)
				334.15
08/10/2026	125495	OCCUPATIONAL HEALTH CENTERS O	NEW HIRE TESTING	295.00
08/10/2026	125496	OPENGOV, INC.	OPENGOV OMS	18,421.87
08/10/2026	125497	PERFORMANCE PLUS LLC	PRE-EMPLOYMENT ASSESSMENT	440.00
08/10/2026	125498	PETERSON COMPANIES	WELL 3 IRRIGATION REPAIR	2,850.42
			IRRIGATION REPAIR	125.61
				2,976.03
08/10/2026	125499	POMP'S TIRE SERVICE, INC.	REPAIR TIRE LEAK #620	41.00
			STOCK POLICE TAHOE & MOWER TIRES	3,227.42
			#620 ENGINE 4 REPLACE 6 TIRES	2,851.56
				6,119.98
08/10/2026	125500	PRECISE MRM LLC	GPS SERVICE FOR PACE CONTROLS	180.00
08/10/2026	125501	PREMIUM WATERS, INC.	KANDIYOHI WATER	116.89
08/10/2026	125502	PRESS PUBLICATIONS, INC.	SUMMARY FINANCIAL REPORT	345.78
			STATEMENT OF CASH FLOWS	345.78
			STATEMENT OF REVENUES, EXPENSES & CHANG	345.78
			STATEMENT OF NET POSITION	345.78
			AFB 2025 STREET RECON PROJECT BIDS	284.76
			LEGAL NOTICE - ELECTIONS	33.90
			PHN ZONING ORDINANCE TEXT AMENDMENT	54.24
			PHN WILKINSON WATERS AMENDMENT #1	61.02
				1,817.04
08/10/2026	125503	PRIMARY PRODUCTS COMPANY	MEDICAL GLOVES -PPE	175.00
08/10/2026	125504	REHBEIN TRANSIT CO, INC.	BUS FOR GRAND SLAM SUMMER CAMP TRIP	593.50

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			BUS FOR SUMMER CAMPFIELD TRIP CASCADE B	661.23
				<u>1,254.73</u>
08/10/2026	125505	REHBEINS BLACK DIRT	TOPSOIL FOR BLVD RESTORATIONS	30.00
08/10/2026	125506	SAFE-FAST, INC.	24 PAIR NITRILE WORK GLOVES	122.40
08/10/2026	125507	SAFETY-KLEEN SYSTEMS, INC.	SOLVENT	50.42
08/10/2026	125508	STAAB CONSTRUCTION CORPORATION	WTP PAY APP 26	697,401.70
08/10/2026	125509	STAPLES INC.	PAPER, MEMOBOOK, NOTEBOOK, PENS, POST-I	155.90
08/10/2026	125510	STREICHER'S, INC.	DEPT EXP - NEW HIRE C. VANG	45.97
			DEPT EXP - NEW HIRE C. SOLORZANO	45.97
			UNIFORM ALLOWANCE - C. BOEHME	159.99
			UNIFORM ALLOWANCE - D. THILL	286.96
				<u>538.89</u>
08/10/2026	125511	T-MOBILE USA INC	CELL PHONES & WI-FI	2,030.14
08/10/2026	125512	THE BANCORP BANK, N.A.	SUBPOENA PROCESSING	80.00
08/10/2026	125513	TRANS UNION LLC	PRE-EMPLOYMENT CREDIT CHECK	32.98
08/10/2026	125514	TWIN CITIES TRANSPORT & RECOV	TOW CHARGE CASE #26169613	250.00
08/10/2026	125515	VEHICLE SERVICE GROUP LLC	MOBILE POST LIFTS (4)	52,361.18
08/10/2026	125516	WHEELER HARDWARE COMPANY	MAIN SLIDING DOOR SERVICE	1,475.00
08/10/2026	125517	WSB & ASSOCIATES, INC.	JUNE 2026 GENERAL ENGINEERING SERVICES	8,290.58
			JUNE SUNSET AVE TRUNK SAN SEWER & WATER	8,452.00
			JUNE PUBLIC WORKS FACILITY PLAN REVIEW	2,151.50
			JUNE OTTER CROSSING SOUTH 2ND ADDITION	1,936.00
			JUNE TACO BELL (OTTER CROSSING S. 2ND)	526.00
			JUNE 2026 RISK & RESILIENCE ASSESSMENT	850.25
			JUNE LINO LAKES - GOODWILL	2,989.75
			JUNE WELL NO 7	21,201.00
			JUNE 2026 LINO LAKES PMP	4,206.50
			JUNE LYNGBLOMSTEN PUD AMEND #4	645.00
			JUNE WILKINSON WATERS 2ND FP	3,086.75
			JUNE PELTIER PONDS 1ST FP	4,242.50
			JUNE WATERMARK 3RD ADDITION	263.00
			JUNE WINTERS WETLAND BANK	8,504.75
			JUNE WATER TREATMENT PLANT	44,331.25
			JUNE NATURES REFUGE NORTH	1,348.00
			JUNE WATERMARK 8TH ADDITION	1,963.50
			JUNE WILKINSON WATERS	8,039.00
			JUNE 2025 BIRCH ST SANITARY SEWER	4,329.00
			JUNE SP 062-660-013 I35E & CR J INTERCH	131.50
			JUNE JAVA PROPERTIES - LINO LAKES 2.0	2,480.00
			JUNE OTTER LAKE RD EXT PROJECT - ROW SE	427.50
			JUNE PELTIER PONDS	789.00
			JUNE OTTER CROSSING SOUTH	263.00
			JUNE CENTERVILLE RD & CRJ RAB LANDSCAPI	4,625.00
			JUNE CLEARWATER COMMONS	155.00
			JUNE CHIPOTLE	131.50

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 125443 - 125518

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
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Bank CKING POOLED CHECKING

JUNE JAVA LINO LAKES 2ND ADDITION	263.00
JUNE HAMPTON ADDITION	2,207.50
JUNE CSAH 21/32 RAB REVIEW	263.00
JUNE 2025 LUMEN FIBER EXTENSION	390.00
JUNE 2026 REHAB PROJECT	31,517.25
JUNE 2026 PRIVATE UTILITY PERMITS	3,130.25
JUNE 2026 PW UTILITY EXT	12,695.75
JUNE VALVOLINE CLEARWATER COMMONS	263.00
JUNE 2025 STREET RECON & MUNICIPAL UTIL	7,857.25
JUNE 2026 TRUNK WATERMAIN PROJECT	3,810.75
JUNE BIRCHWOOD POND WQ SAMPLING	1,429.00
JUNE WEST RELIEF SEWER ALTNERATIVES ANA	1,637.50
JUNE 2026 TRAIL MAINTENANCE PROJECT	2,014.00
JUNE DRIVEWAY CURB REPLACEMENT	155.00
JUNE 2026 GPS/GIS MISC ASSISTANCE	1,560.00
	205,552.08

08/10/2026 125518 ZIEGLER, INC.

#270 REPLACE ENGINE WIRING HARNESS 3,406.54

CKING TOTALS:

Total of 76 Checks:

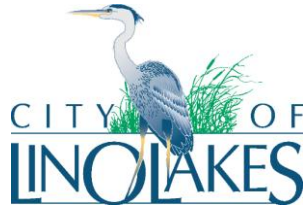
2,445,602.37

Less 0 Void Checks:

0.00

Total of 76 Disbursements:

2,445,602.37



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting August 10, 2026

Transfer In/(Out)

7/21/2026 Payroll#15 ACH Return - Margaret Penn	29.88
7/23/2026 Payroll#15 - Margaret Penn	(29.88)
7/31/2026 Payroll #16	(256,538.55)
7/31/2026 Payroll #16 Federal Deposit	(70,591.17)
7/31/2026 Payroll #16 PERA	(64,823.84)
7/31/2026 Payroll #16 State	(16,157.92)
7/31/2026 Payroll #16 H.S.A. Bank Pretax	(3,978.80)
7/31/2026 Payroll #16 TASC Pretax	(1,655.75)
7/31/2026 Payroll #16 Mission Sq 457 Def. Comp #301596	(3,270.00)
7/31/2026 Payroll #16 Mission Sq Roth IRA #706155	(720.00)
7/31/2026 Payroll #16 MSRS HCSP #98946-01	(5,470.27)
7/31/2026 Payroll #16 MSRS Def. Comp #98945-01	(1,505.00)
7/31/2026 Payroll #16 MSRS Roth IRA #98945-01	(1,180.00)

**LINO LAKES CITY COUNCIL
WORK SESSION
MINUTES**

DATE: July 27, 2026
TIME STARTED: 6:00 PM
TIME ENDED: 6:23 PM
LOCATION: City Council Chambers
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Lyden, Nelson, Ruhland and Rennaker
ABSENT: None

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

CALL TO ORDER

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

SETTING THE AGENDA

The agenda was adopted as presented.

REVIEW REGULAR AGENDA

The City Council reviewed the consent agenda items.

The Human Resources and Communications Manager presented the names of the two candidates for appointment this evening as Police Officers. She stated that both are current Community Service Officers (CSO's) and the appointments will be effective upon receipt of POST licensure, which is anticipated around August 10th.

Mayor Rafferty recognized the commitment of the two current CSO's to serving as Officers with the City of Lino Lakes.

The City Engineer reviewed the 2026 Seal Coat and Crack Fill Project, stating that the project is now complete and therefore the final payment is being presented for approval. The total project costs were just under budget.

The Community Development Director presented the request to purchase wetland credits for the Otter Lake Road Extension Project. He noted that with this project the final city owned credits would be applied and additional outside credits would also be purchased.

The Community Development Director stated that two quotes were received for the materials testing work for the Otter Lake Road Extension Project. The low quote was received from WSB and that is recommended for approval this evening with Resolution No. 26-142.

The City Engineer presented the 2026 Birch Street Sewer Crossing project with a request to award the construction contract and approve the construction services contract. She stated that this project was re-bid with a later timeframe based on the high bid prices received with the original bid. The low bid with this new timeframe was \$230,000 less than the original low bid.

The City Engineer reviewed the request to approve Payment No. 2 and Final Payment for the Andall Street Culvert Project. She stated that the project replaced the culvert in kind and meets the requirements of the Rice Creek Watershed District.

Mayor Rafferty asked the Community Development Director for an update on the Public Works Building construction project.

The Community Development Director stated that environmental review was conducted prior to construction and is continuing during construction. With the start of construction, the area under the building was found to have material that has been sent for water and soil environmental testing. Work is on hold until the results are returned. Once the results are received, if needed a Rapid Action Plan will be developed and submitted to the MPCA for any remediation. Possible remediation could include soil replacement or installing a vapor barrier depending on the test results. The project timeline related to the paving work is of the biggest concern, if there are project delays.

CITY ADMINISTRATOR UPDATE

The City Administrator presented the 2027 Budget meeting schedule. The Preliminary 2027 Budget & Levy will be presented for action at the September 14th meeting. The Final Budget & Levy will be presented at the December 7th meeting. The City is currently waiting on tax information from Anoka County to finalize the first draft of the 2027 Preliminary Budget & Levy.

ADJOURNMENT

Mayor Rafferty adjourned the meeting at 6:23 p.m.

These minutes were approved at the City Council Meeting on August 10, 2026.

Roberta Colotti, CMC,
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

DATE: July 27, 2026
TIME STARTED: 6:30 PM
TIME ENDED: 6:52 PM
LOCATION: City Council Chambers
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Lyden, Nelson, Ruhland and Rennaker
ABSENT: None

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

CALL TO ORDER

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

SETTING THE AGENDA

The agenda was adopted as presented.

SPECIAL PRESENTATIONS

The Lino Lakes Ambassadors presented their annual report for 2025/2026 and introduced the 2026/2027 Ambassador candidates.

PUBLIC COMMENT

Mayor Rafferty opened the Public Comment period at 6:37 p.m.

Chris Stowe, 426 Pine Street, spoke about fiscal responsibility. He stated that the City Council approved a road improvement project, roundabout landscaping project, and others at the last meeting. He stated that in total \$2.5 million was spent at that meeting. He said that we are doing road projects for businesses and they should pay for that cost. He stated that the City has reported that we need more firefighters. He said we are building a public works maintenance building for \$30 million. He said that financing The Rookery (former YMCA) has been a financial loss. He stated that spending is getting out of control.

Motion to Close the Public Comment period at 6:40 p.m.

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

1. CONSENT AGENDA

- A. Approval of Expenditures for July 27, 2026 (Check No. 125367 through 125442) in the Amount of \$2,877,831.99
- B. Approval of July 6, 2026, City Council Work Session Minutes
- C. Approval of July 6, 2026, City Council Special Closed Meeting Minutes
- D. Approval of July 13, 2026, City Council Work Session Minutes
- E. Approval of July 13, 2026, City Council Meeting Minutes
- F. Resolution No. 26-147, Approving Acquisition of Certain Real Property, Parcel 4, 3 & 4, 6 and 8, Right of Way Plat No. 4, Otter Lake Road Improvement Project
- G. Resolution No. 26-141, Approving Site Improvement Performance Agreement for a Commercial Building on Lot 2 of Otter Crossing South 2nd Addition

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

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

2. FINANCE DEPARTMENT REPORT

No Report

3. ADMINISTRATION DEPARTMENT REPORT

Motion to appoint Chloe Solorzano to the Police Officer position, at the Starting Step of the wage scale for the Police Officer position, effective upon receipt of POST licensure.

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

Motion to appoint Cohen Vang to the Police Officer position, at the Starting Step of the wage scale for the Police Officer position, effective upon receipt of POST licensure.

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

4. POLICE DEPARTMENT REPORT

No Report

5. FIRE DEPARTMENT REPORT

No Report

6. PUBLIC SERVICES DEPARTMENT REPORT

No Report

7. COMMUNITY DEVELOPMENT REPORT

A. Resolution No. 26-140, Payment No. 1 and Final, 2026 Seal Coat and Crack Fill Project

Motion to adopt Resolution No. 26-140, Approving Payment No. 1 and Final, 2026 Seal Coat and Crack Fill Project.

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

B. Resolution No. 26-146, Purchase of Wetlands Credits, Otter Lake Road Extension Project

Motion to adopt Resolution No. 26-146, Purchase of Wetlands Credits, Otter Lake Road Extension Project.

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

C. Resolution No. 26-142, Professional Services Agreement with WSB for Materials Testing Associated with the Otter Lake Road Extension Project

Motion to adopt Resolution No. 26-142 Approving Professional Services Agreement with WSB for Materials Testing Associated with the Otter Lake Road Extension Project.

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

D. 2026 Birch Street Sewer Crossing

Motion to adopt Resolution No. 26-143, Accepting Bids, Awarding Construction Contract.

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

Motion to adopt Resolution No. 26-144, Approving Construction Services Contract with WSB LLC

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

E. Resolution No. 26-145, Payment No. 2 and Final, Andall Street Culvert Project

Motion to adopt Resolution No. 26-145, Approving Payment No. 2 and Final, Andall Street Culvert Project.

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

8. UNFINISHED BUSINESS

None

9. NEW BUSINESS

None

10. NOTICES AND COMMUNICATIONS

A. Environmental Board Meeting, July 29th at 6:30 PM at City Hall

ADJOURNMENT

Mayor Rafferty adjourned the meeting at 6:52 p.m.

These minutes were approved at the City Council Meeting on August 10, 2026.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

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

STAFF ORIGINATOR: Tracy Thoma, Finance Director

MEETING DATE August 10, 2026

AGENDA ITEM: Accept the Q2 2026 Financial Report for Filing

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff has prepared the Q2 2026 Financial Report.

BACKGROUND

Attached is the Q2 2026 Financial Report including:

- Investment Summary
- General Fund
- Rookery
- Water
- Sewer
- Storm Water

RECOMMENDATION

Accept the Q2 2026 Financial Report for Filing.

ATTACHMENTS

1. Q2 2026 Financial Reports



2nd Quarter 2026 Financial Report

City of Lino Lakes
Investment Summary
For the Quarter Ended June 30, 2026

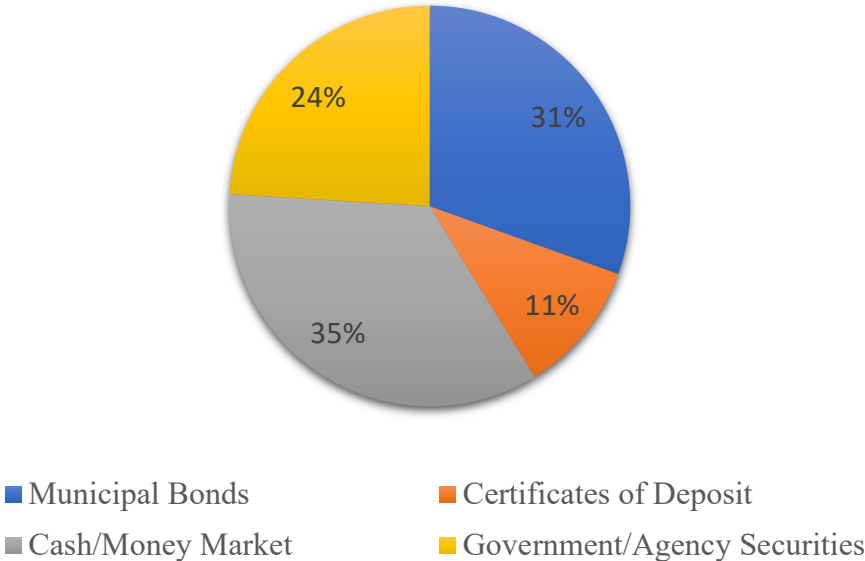
Portfolio Characteristics

Market Value	<u>\$ 97,763,190</u>
Number of Investments	165
Average Maturity (Date)	3/21/2028
Average Maturity (Years)	1.55

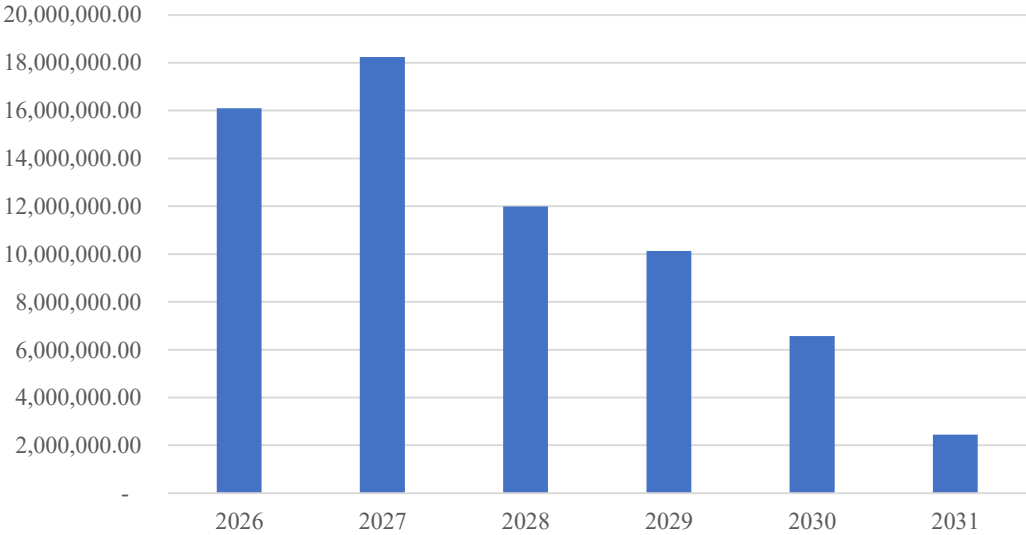
YTD Performance

Interest Earnings	<u>2026</u> \$714,685
Unrealized Gain (Loss)	-\$164,183

Sector Distribution



Cash Flow Distribution



City of Lino Lakes
Cash Balance by Fund
For the Quarter Ended June 30, 2026

	Fund	Cash Balance
101	General Fund	8,251,440
202	Rookery Activity Center	649,294
203	Economic Development Authority	274,228
204	Cable TV & Communications	265,640
205	Blue Heron Days	21,333
207	State Narcotics Forfeiture	26,130
208	DUI Forfeitures	45,053
209	Forfeitures - Other	1,575
210	Federal Forfeiture - Treasury	1,651
211	K9 Unit	1,851
214	Public Safety Aid	235,751
215	Local Affordable Housing Aid	346,965
301	Closed Bond	376,645
337	2014A G.O. Improvement Bonds	-
338	2015A G.O. Bonds	672,649
339	2015 EDA Lease Revenue Bonds	346,214
341	2016A G.O. Utility Revenue Bonds	168,052
344	2018A G.O. Bond	1,250,757
345	2020A G.O. Utility Revenue Bonds	291,078
346	2021A G.O. Street Reconstruction Bonds	155,112
347	2025A G.O. Street Recon & Utility Improvement	572,553
401	Building and Facilities	3,220,222
402	Capital Equipment Replacement	1,451,179
403	Office Equipment Replacement	46,101
405	Dedicated Parks	1,432,017
406	Area & Unit Trunk	15,480,979
418	T.I.F District 1-11	83
419	T.I.F District 1-12	324,446
420	Municipal State Aid (MSA)	8,157,084
421	Pavement Management	968,110
422	Surface Water Management	2,935,125
423	Street Reconstruction	514,488
425	Park & Trail Improvements	304,144
430	T.I.F. District 1-13	33,169
484	Comp Plan Updates	175,844
488	2024 Street Reconstruction	1,700,991
489	Public Works Facility Construction	26,248,633
601	Water Operating	5,875,691
602	Sewer Operating	7,811,510
603	Storm Water Operating	660,779
801	Contractor Deposits	6,305,535
810	Foxborough Environmental & Stewardship	147,196
811	Preserve Environmental & Stewardship	15,892
		\$ 97,763,187

City of Lino Lakes
General Fund Budget to Actual (Unaudited)
For the Quarter Ended June 30, 2026

					Percent Received or Expended Based on Budget Thru 06/30/2026
	Annual Budget	Budget Thru 06/30/2026	Actuals Thru 06/30/2026	Variance - Favorable (Unfavorable)	
Revenues					
Property Taxes	\$ 13,094,229	\$ 6,547,115	\$ 3,654,722	\$ (2,892,393) *	55.8 %
Other Taxes	145,000	72,500	78,480	5,980	108.2
Licenses and Permits	1,044,589	522,295	548,710	26,416	105.1
Intergovernmental Revenue	1,008,168	504,084	180,953	(323,131) (A)	35.9
Charges For Services	463,013	231,507	234,845	3,339	101.4
Fines & Forfeits	81,000	40,500	43,608	3,108	107.7
Investment Income	85,000	42,500	125,872	83,372 (B)	296.2
Miscellaneous Revenue	48,000	24,000	38,958	14,958	162.3
Transfers In	-	-	-	-	-
Total Revenues	15,968,999	7,984,500	4,906,148	(3,078,351)	61.4
Expenditures					
Mayor & Council	166,864	83,432	68,192	15,240	81.7
Administration	761,435	380,718	345,461	35,256	90.7
Elections	66,360	33,180	1,564	31,616 (C)	4.7
Charter Administration	6,980	3,490	-	3,490	-
Finance	902,172	451,086	542,923	(91,837) (D)	120.4
Legal Consultants	188,000	94,000	66,091	27,909 (E)	70.3
Economic Development	97,260	48,630	38,703	9,927	79.6
Planning & Zoning	218,793	109,397	106,707	2,689	97.5
Engineering	101,794	50,897	49,289	1,608	96.8
Community Development	351,830	175,915	158,032	17,883	89.8
Police	6,101,946	3,050,973	2,472,185	578,788	81.0
Fire	2,297,078	1,148,539	794,886	353,653 (F)	69.2
Building Inspections	595,731	297,866	262,515	35,351	88.1
Streets	1,265,485	632,743	551,830	80,912	87.2
Fleet Management	822,405	411,203	416,842	(5,640)	101.4
Government Buildings	694,726	347,363	342,731	4,632	98.7
Parks	968,444	484,222	336,242	147,980 (G)	69.4
Environmental	73,562	36,781	18,764	18,017 (H)	51.0
Solid Waste	97,763	48,882	34,906	13,976	71.4
Forestry	115,371	57,686	14,205	43,480 (I)	24.6
Other	75,000	37,500	47,800	(10,300) (J)	127.5
Total Expenditures	15,968,999	7,984,500	6,669,868	1,314,632	83.5
Revenues Over					
(Under) Expenditures	\$ -	\$ -	\$ (1,763,720)	\$ (1,763,720)	

* Property tax settlements are received from Anoka County in July (with 70% advance in June) and December.

Item Explanation of items with both a variance greater than \$15,000 and percentage less than 80% or greater than 120%

(A) Timing difference with receipt of TZD Grant, Police State Aid, Municipal State Aid, SCORE Grant and other aid payments.

(B) Interest rates are favorable and surpassing budget expectations.

(C) Most election expenses will be booked near the election in August and November.

City of Lino Lakes
General Fund Budget to Actual (Unaudited)
For the Quarter Ended June 30, 2026

- (D) Auditing Services and Technology Services (BS&A software) are over budget with most of the expense recorded year to date while the budget only reflects through June (\$12,503 and \$13,461 respectively). Professional Services are over budget \$41,461 due to specialized services needed for audit preparation and bond issuance. Personal Services are under budget \$21,464 due to personnel changes.
- (E) Legal expenses are currently under budget due to a billing lag from legal counsel.
- (F) Fire Personal Services has a favorable variance of \$206,393 due to lower than budgeted compensation costs. The 2026 budget assumed part time duty crew coverage based on 16 hour shifts, while actual scheduled shifts are 12 hours per day, resulting in lower personnel expenditures. Paid On Call Firefighter hours are significantly higher than budgeted, partially offset by the duty crew savings, but the net impact remains a favorable variance overall. The PERA SVF expense is currently \$75,000 under budget because the budget reflects half year costs, while the actual payment will be recorded in December. Health insurance costs are also below budget due to fewer employees enrolling in the health plan than anticipated during the budgeting process.
- (G) Favorable Parks Personal Services budget due to staff changes and MN Paid Leave payment timing. Favorable variance for Water Utilities with recorded irrigation expenses expected in July and August.
- (H) Favorable budget Personal Services variance due to MN Paid Leave.
- (I) Favorable budget Personal Services variance due to MN Paid Leave. Contracted Services is under budget because a planned project has not yet been completed.
- (J) Over budget due to the transfer out for the comp study recorded in January while budget only reflects through June.

City of Lino Lakes
Rookery Activity Center Fund Budget to Actual (Unaudited)
For the Quarter Ended June 30, 2026

	Annual Budget	Budget Thru 06/30/2026	Actuals Thru 06/30/2026	Variance - Favorable (Unfavorable)	Percent Received or Expended Based on Budget Thru 06/30/2026
Revenues					
Property Taxes	\$ 600,000	\$ 300,000	\$ 300,000	\$ - *	100.0 %
Intergovernmental	8,000	4,000	\$ -	(4,000)	-
Charges For Services	1,460,788	730,394	599,868	(130,526)	82.1
Investment Income	1,650	825	3,016	2,191	365.6
Miscellaneous Revenue	93,100	46,550	48,624	2,074	104.5
Total Revenues	<u>2,163,538</u>	<u>1,081,769</u>	<u>951,508</u>	<u>(130,261)</u>	<u>88.0</u>
Expenditures					
Personal Services	1,219,724	609,862	492,831	117,031	80.8
Supplies	84,150	42,075	38,108	3,967	90.6
Services & Charges	347,610	173,805	192,893	(19,088)	111.0
Contractual Services	256,955	128,478	99,668	28,810 (A)	77.6
Total Expenditures	<u>1,908,439</u>	<u>954,220</u>	<u>823,500</u>	<u>130,720</u>	<u>86.3</u>
Revenues Over (Under) Expenditures	<u>\$ 255,099</u>	<u>\$ 127,550</u>	<u>\$ 128,008</u>	<u>\$ 458</u>	

* Property tax settlements are received from Anoka County in July (with 70% advance in June) and December.

Item Explanation of items with variance greater than \$15,000 and percentage less than 80% or greater than 120%

(A) The Fitness Provider Contracted Services are under budget due to lower than budgeted revenue share expenses.

City of Lino Lakes
Water Fund Budget to Actual (Unaudited)
For the Quarter Ended June 30, 2026

	Annual Budget	Budget Thru 06/30/2026	Actuals Thru 06/30/2026	Prior Year Thru 06/30/2025	Variance - Favorable (Unfavorable)
Revenues					
Other Grants	\$ -	\$ -	\$ 624	\$ 3,795	\$ (3,171)
Return Check Fee	-	-	660	270	390
Interest On Investments	98,267	49,134	61,920	73,577	(11,658)
Market Value Adjustment	-	-	(23,410)	90,369	(113,779) (A)
Miscellaneous Revenue	2,000	1,000	671	800	(129)
Water Hook Up Charge	41,250	20,625	16,500	20,760	(4,260)
Water Meter Sales	90,000	45,000	45,652	54,647	(8,995)
Irrigation Controller Sales	5,000	2,500	585	1,485	(900)
Water Sales	1,671,765	835,883	489,306	558,860	(69,555) (B)
Water Base Fee	785,200	392,600	403,867	379,119	24,748 (C)
Penalty	40,000	20,000	22,937	5,108	17,829
Bond Proceeds	6,000,000	3,000,000	-	-	-
Total Revenues	8,733,482	4,366,741	1,019,311	1,188,790	(169,479)
Expenditures					
Personal Services	471,217	235,609	212,908	186,964	(25,944) (D)
Supplies	443,000	221,500	211,799	136,497	(75,302) (E)
Services & Charges	491,793	245,897	251,398	308,967	57,569 (F)
Contractual Services	44,995	22,498	14,839	12,866	(1,973)
Transfers Out	50,000	25,000	50,000	-	(50,000) (G)
Capital Outlay	6,400,000	3,200,000	-	34,270	34,270 (H)
Debt Service & Interest Exper	867,836	433,918	19,488	-	(19,488)
Total Expenditures	8,768,841	4,384,421	760,433	679,564	(80,869)
Revenues Over (Under) Expenditures	\$ (35,359)	\$ (17,680)	\$ 258,878	\$ 509,226	\$ (250,348)

Item Explanation of items with variance greater than \$20,000

- (A) The Market Value Adjustment represents the change in the fair value of investments due to market fluctuations. This is an unrealized gain/loss that will continue to vary with market conditions.
- (B) There was a decrease in the number of gallons billed from January to June. There were 131,324,000 billed in 2025 versus 102,341,000 billed in 2026.
- (C) Increase in water rates combined with an increase in accounts. The Flat Water Charge increased from \$20/Quarter/REU in 2025 to \$25/Quarter/REU in 2026. In addition, there were 5,868 accounts billed in 2025 versus 6,125 accounts billed in 2026.
- (D) Favorable budget Personal Services variance due to timing difference of MN Paid Leave payments.
- (E) Supplies is under budget due to timing of water meters and irrigation controller purchases.
- (F) Services & Charges is under budget due to the utility rate study that is not yet complete.
- (G) 2026 includes a Transfer Out for the Water Fund portion of 2025 Street Rehab. No similar transfer in 2025.

City of Lino Lakes
Water Fund Budget to Actual (Unaudited)
For the Quarter Ended June 30, 2026

(H) Approximately \$34,000 in 2025 Capital Outlay expenses. The 2026 Capital Outlay will be recorded at year end.

City of Lino Lakes
Sewer Fund Budget to Actual (Unaudited)
For the Quarter Ended June 30, 2026

	Annual Budget	Budget Thru 06/30/2026	Actuals Thru 06/30/2026	Prior Year Thru 06/30/2025	Variance - Favorable (Unfavorable)
Revenues					
Interest On Investments	\$ 124,387	\$ 62,194	\$ 84,003	\$ 98,322	\$ (14,320)
Market Value Adjustment	-	-	(30,953)	122,179	(153,132) (A)
Sewer Hook Up Charge	33,000	16,500	14,630	16,600	(1,970)
Sewer Sales	2,208,739	1,104,370	1,169,043	1,111,818	57,224 (B)
Penalty	35,000	17,500	22,922	6,472	16,450
Bond Proceeds	6,000,000	3,000,000	-	-	-
Total Revenues	8,401,126	4,200,563	1,259,644	1,355,392	(95,748)
Expenditures					
Personal Services	474,486	237,243	214,948	193,373	(21,575) (C)
Supplies	106,200	53,100	4,904	3,192	(1,712)
Services & Charges	396,709	198,355	109,781	111,163	1,382
Contractual Services	2,171,310	1,085,655	741,095	788,331	47,236 (D)
Operating Transfers	50,000	25,000	50,000	-	(50,000) (E)
Capital Outlay	6,425,000	3,212,500	-	719,256	719,256 (F)
Total Expenditures	9,623,705	4,811,853	1,120,728	1,815,315	694,587
Revenues Over (Under) Expenditures	\$ (1,222,579)	\$ (611,290)	\$ 138,916	\$ (459,924)	\$ 598,839

Item Explanation of items with variance greater than \$20,000

- (A) The Market Value Adjustment represents the change in the fair value of investments due to market fluctuations. This is an unrealized gain/loss that will continue to vary with market conditions.
Sewer Sales Increase
- (B) A favorable variance is due to an increase in sewer rates combined with an increase in accounts. There were 6,337 accounts billed in 2026 compared to 6,210 accounts billed in 2025.
- (C) Favorable budget Personal Services variance due to timing difference of MN Paid Leave payments.
- (D) Contracted Services show a favorable variance due to the timing of the sewer lining project payments 2026 vs. 2025.
- (E) 2026 includes a Transfer Out for the Water Fund portion of 2025 Street Rehab. No similar transfer in 2025.
- (F) Approximately \$719,000 in 2025 Capital Outlay expenses. The 2026 Capital Outlay will be recorded at year end.

City of Lino Lakes
Storm Water Fund Budget to Actual (Unaudited)
For the Quarter Ended June 30, 2026

	Annual Budget	Budget Thru 06/30/2026	Actuals Thru 06/30/2026	Prior Year Thru 06/30/2025	Variance - Favorable (Unfavorable)
Revenues					
Interest On Investments	\$ 8,966	\$ 4,483	\$ 7,120	\$ 6,099	\$ 1,022
Market Value Adjustment	-	-	(2,733)	7,303	(10,035)
Storm Water Utility	549,220	274,610	322,230	314,111	8,119
Penalty	10,000	5,000	7,189	3,454	3,735
Total Revenues	568,186	284,093	333,806	330,966	2,840
Expenditures					
Personal Services	219,561	109,781	95,610	97,731	2,121
Supplies	10,500	5,250	3,423	2,928	(495)
Services & Charges	49,280	24,640	38,188	12,845	(25,343) (A)
Contractual Services	247,500	123,750	81,473	89,178	7,705
Capital Outlay	208,500	104,250	42,383	-	(42,383) (B)
Total Expenditures	735,341	367,671	261,077	202,683	(58,394)
Revenues Over (Under) Expenditures	\$ (167,155)	\$ (83,578)	\$ 72,729	\$ 128,283	\$ (55,554)

Item Explanation of items with variance greater than \$20,000

- (A) Services & Charges has a favorable variance due to timing difference of engineering service payments.
- (B) The mini excavator was purchased as Capital Outlay in 2026. No 2025 similar Capital Outlay.

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

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: August 10, 2026

TOPIC: Resolution No. 26-155, Approving Property Owner Agreements
No Prior Connection, Water Service Connection Project

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting that City Council approve the Property Owner Agreements, No Prior Connection for the Water Service Connection Project.

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 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, the Water Service Connection Project was bid and the bids will be presented to Council on August 24, 2026 as staff is working on a reduction of some the cost and remove properties who are connecting with their contractor.

Staff has been working with property owners to gain compliance with the Minnesota Department of Health correction orders. Property owners have to option be part of the City project for water connection "City Contractor Agreement", or to contract with a contractor of their choice "Homeowner Contractor Agreement". The following properties have signed agreements for connection to municipal water:

Property Owner Agreement No Prior Connection City Contractor

8024 Danube Street
8016 Elbe Street
8019 Elbe Street
8020 Elbe Street
8021 Elbe Street
8025 Elbe Street

8029 Elbe Street

Property Owner Agreement No Prior Connection Homeowner Contractor

953 81st Street W

8032 Elbe Street

RECOMMENDATION

Staff is recommending the City Council approve Resolution 26-155 approving the Property Owner Agreements, No Prior Connection for the Water Service Connection Project.

ATTACHMENTS

1. Resolution No. 26-155
2. Property Owner Agreements

**CITY OF LINO LAKES
RESOLUTION NO. 26-155**

**APPROVING PROPERTY OWNER AGREEMENTS FOR THE WATER SERVICE
CONNECTION PROJECT**

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, certain properties were included in Minnesota Department of Health correction orders requiring well sealing due to the proximity of the newly installed sanitary sewer main; and

WHEREAS, the City and WSB bid the Water Service Connection Project to address Minnesota Department of Health correction orders; and

WHEREAS, the City and WSB have been working with property owners to gain compliance with the Minnesota Department of Health correction orders; and

WHEREAS, the City, WSB, and certain property owners have negotiated agreements that establish the responsibilities of the City, WSB, and property owners regarding compliance with the correction orders by connecting to municipal water, allocation of costs, and other responsibilities; and

WHEREAS, the following properties have signed agreements for connection to municipal water:

Property Owner Agreement No Prior Connection City Contractor:

8024 Danube Street
8016 Elbe Street
8019 Elbe Street
8020 Elbe Street
8021 Elbe Street
8025 Elbe Street
8029 Elbe Street

Property Owner Agreement No Prior Connection Homeowner Contractor:

953 81st Street W
8032 Elbe Street

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes that the Property Owner Agreements for No Prior Connection between the City of Lino Lakes, WSB and

the property owners at the addresses listed above are 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 10th day of August, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

Property Owner Agreement
No Prior Connection – City Contractor

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; 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. **Connection to Municipal Water and Well Sealing.** The City will hire a contractor to connect the Property to the municipal water line and to seal the existing water well on the Property. WSB will administer and oversee the corrective work in its capacity as the City engineer. WSB will ensure contractor submittal of the Well and Boring Sealing record to the Minnesota Department of Health. The Property Owner shall not be responsible for the costs incurred by the contractor.
 - b. **Payment of Water Connection Charges.** The Property shall not be responsible for paying the applicable water connection charges, the permits required for the connection to the Municipal Water or Well Sealing, or the applicable inspection fees permitted under the City Code.
 - c. **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 will receive copies of all applicable testing within 15 days of receipt.

- d. **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. **Access.** The Property Owner hereby grants the City, its contractor, and WSB, along with their respective employees, agents, contractors, or subcontractors, with a temporary right of reasonable access to the Property as reasonably necessary to perform, inspect, test, complete, restore, maintain, and warrant the municipal water line connection, sealing of the water well, necessary testing of the Property and its well, and any related or incidental work thereto authorized under this Agreement. WSB will coordinate with the Property Owner a time in which the Property Owner will be home to provide the contractor with access to the interior of the home to complete the municipal water service connection. Multiple entries onto the Property may be required to complete the work.
4. **Restoration and Maintenance.** The area disturbed by the contractor will be restored, to the extent possible, to pre-construction conditions. Landscape plantings may need to be relocated by the Property Owner if the Property Owner desires to salvage for planting elsewhere within the property. The City's contractor will be responsible for watering and establishing growth of the new turf for a period of 30days, after which the Property Owner will be responsible for maintenance.
5. **Contractor Warranty Period.** The City's contractor shall provide a 2-year warranty following final acceptance and final payment for the project. The contractor's warranty shall, at a minimum, cover all labor, materials, and workmanship. If any portion of the work is found to be defective or nonconforming during the warranty period, the contractor shall, at its sole cost and expense, promptly correct such work. The Property Owner is an intended third-party beneficiary of the contractor's warranty and may enforce the warranty directly against the contractor. Nothing in this Section shall be construed to impose any duty to enforce the contractor's warranty, or any warranty, obligation, or liability, on the part of the City or WSB, all of which are expressly disclaimed.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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)

Obang Asua

Obang Asua

Property Owner Agreement
No Prior Connection – City Contractor

This Agreement is entered into by and among Carol Nelson the owner(s) ("Property Owner") of the property located at 8016 Elbert (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; 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. **Connection to Municipal Water and Well Sealing.** The City will hire a contractor to connect the Property to the municipal water line and to seal the existing water well on the Property. WSB will administer and oversee the corrective work in its capacity as the City engineer. WSB will ensure contractor submittal of the Well and Boring Sealing record to the Minnesota Department of Health. The Property Owner shall not be responsible for the costs incurred by the contractor.
 - b. **Payment of Water Connection Charges.** The Property shall not be responsible for paying the applicable water connection charges, the permits required for the connection to the Municipal Water or Well Sealing, or the applicable inspection fees permitted under the City Code.
 - c. **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 will receive copies of all applicable testing within 15 days of receipt.

- d. **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. **Access.** The Property Owner hereby grants the City, its contractor, and WSB, along with their respective employees, agents, contractors, or subcontractors, with a temporary right of reasonable access to the Property as reasonably necessary to perform, inspect, test, complete, restore, maintain, and warrant the municipal water line connection, sealing of the water well, necessary testing of the Property and its well, and any related or incidental work thereto authorized under this Agreement. WSB will coordinate with the Property Owner a time in which the Property Owner will be home to provide the contractor with access to the interior of the home to complete the municipal water service connection. Multiple entries onto the Property may be required to complete the work.
4. **Restoration and Maintenance.** The area disturbed by the contractor will be restored, to the extent possible, to pre-construction conditions. Landscape plantings may need to be relocated by the Property Owner if the Property Owner desires to salvage for planting elsewhere within the property. The City's contractor will be responsible for watering and establishing growth of the new turf for a period of 30 days, after which the Property Owner will be responsible for maintenance.
5. **Contractor Warranty Period.** The City's contractor shall provide a 2-year warranty following final acceptance and final payment for the project. The contractor's warranty shall, at a minimum, cover all labor, materials, and workmanship. If any portion of the work is found to be defective or nonconforming during the warranty period, the contractor shall, at its sole cost and expense, promptly correct such work. The Property Owner is an intended third-party beneficiary of the contractor's warranty and may enforce the warranty directly against the contractor. Nothing in this Section shall be construed to impose any duty to enforce the contractor's warranty, or any warranty, obligation, or liability, on the part of the City or WSB, all of which are expressly disclaimed.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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)

Cave Nelson

Property Owner Agreement
No Prior Connection – City Contractor

This Agreement is entered into by and among 2 the owner(s) ("Property Owner") of the property located at 8019 Elbe Street (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; 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. **Connection to Municipal Water and Well Sealing.** The City will hire a contractor to connect the Property to the municipal water line and to seal the existing water well on the Property. WSB will administer and oversee the corrective work in its capacity as the City engineer. WSB will ensure contractor submittal of the Well and Boring Sealing record to the Minnesota Department of Health. The Property Owner shall not be responsible for the costs incurred by the contractor.
 - b. **Payment of Water Connection Charges.** The Property shall not be responsible for paying the applicable water connection charges, the permits required for the connection to the Municipal Water or Well Sealing, or the applicable inspection fees permitted under the City Code.
 - c. **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 will receive copies of all applicable testing within 15 days of receipt.

- d. **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. **Access.** The Property Owner hereby grants the City, its contractor, and WSB, along with their respective employees, agents, contractors, or subcontractors, with a temporary right of reasonable access to the Property as reasonably necessary to perform, inspect, test, complete, restore, maintain, and warrant the municipal water line connection, sealing of the water well, necessary testing of the Property and its well, and any related or incidental work thereto authorized under this Agreement. WSB will coordinate with the Property Owner a time in which the Property Owner will be home to provide the contractor with access to the interior of the home to complete the municipal water service connection. Multiple entries onto the Property may be required to complete the work.
4. **Restoration and Maintenance.** The area disturbed by the contractor will be restored, to the extent possible, to pre-construction conditions. Landscape plantings may need to be relocated by the Property Owner if the Property Owner desires to salvage for planting elsewhere within the property. The City's contractor will be responsible for watering and establishing growth of the new turf for a period of 30 days, after which the Property Owner will be responsible for maintenance.
5. **Contractor Warranty Period.** The City's contractor shall provide a 2-year warranty following final acceptance and final payment for the project. The contractor's warranty shall, at a minimum, cover all labor, materials, and workmanship. If any portion of the work is found to be defective or nonconforming during the warranty period, the contractor shall, at its sole cost and expense, promptly correct such work. The Property Owner is an intended third-party beneficiary of the contractor's warranty and may enforce the warranty directly against the contractor. Nothing in this Section shall be construed to impose any duty to enforce the contractor's warranty, or any warranty, obligation, or liability, on the part of the City or WSB, all of which are expressly disclaimed.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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

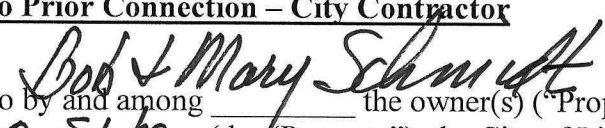
By: ____ [NAME], [TITLE]

PROPERTY OWNER(S)

Sarah H. H. Eger

Amy Carson

Property Owner Agreement
No Prior Connection – City Contractor



This Agreement is entered into by and among _____ the owner(s) ("Property Owner") of the property located at 8020 Elbe (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; 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. **Connection to Municipal Water and Well Sealing.** The City will hire a contractor to connect the Property to the municipal water line and to seal the existing water well on the Property. WSB will administer and oversee the corrective work in its capacity as the City engineer. WSB will ensure contractor submittal of the Well and Boring Sealing record to the Minnesota Department of Health. The Property Owner shall not be responsible for the costs incurred by the contractor.
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 - c. **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 will receive copies of all applicable testing within 15 days of receipt.

- d. **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. **Access.** The Property Owner hereby grants the City, its contractor, and WSB, along with their respective employees, agents, contractors, or subcontractors, with a temporary right of reasonable access to the Property as reasonably necessary to perform, inspect, test, complete, restore, maintain, and warrant the municipal water line connection, sealing of the water well, necessary testing of the Property and its well, and any related or incidental work thereto authorized under this Agreement. WSB will coordinate with the Property Owner a time in which the Property Owner will be home to provide the contractor with access to the interior of the home to complete the municipal water service connection. Multiple entries onto the Property may be required to complete the work.
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8. **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.
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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)

Aug 3, 2026

Mary P Schmidt

Robert J Schmidt (Mary Schmidt POA)

*8020 E/bk St
Lino Lakes, MN*

Property Owner Agreement
No Prior Connection – City Contractor

Jane & Mark Chapman
Marisa Harder Chapman

This Agreement is entered into by and among _____ the owner(s) ("Property Owner") of the property located at 8021 Elbe St (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; 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. **Connection to Municipal Water and Well Sealing.** The City will hire a contractor to connect the Property to the municipal water line and to seal the existing water well on the Property. WSB will administer and oversee the corrective work in its capacity as the City engineer. WSB will ensure contractor submittal of the Well and Boring Sealing record to the Minnesota Department of Health. The Property Owner shall not be responsible for the costs incurred by the contractor.
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 - c. **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 will receive copies of all applicable testing within 15 days of receipt.

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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. **Access.** The Property Owner hereby grants the City, its contractor, and WSB, along with their respective employees, agents, contractors, or subcontractors, with a temporary right of reasonable access to the Property as reasonably necessary to perform, inspect, test, complete, restore, maintain, and warrant the municipal water line connection, sealing of the water well, necessary testing of the Property and its well, and any related or incidental work thereto authorized under this Agreement. WSB will coordinate with the Property Owner a time in which the Property Owner will be home to provide the contractor with access to the interior of the home to complete the municipal water service connection. Multiple entries onto the Property may be required to complete the work.
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IN WITNESS WHEREOF, the parties have executed this Agreement as of this 29 date of July, 2026.

CITY OF LINO LAKES, MINNESOTA

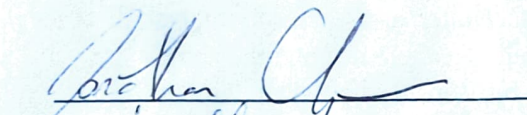
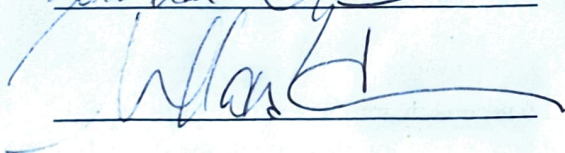
By: Rob Rafferty, Mayor

By: Roberta Colotti, CMC, City Clerk

WSB LLC

By: __ [NAME], [TITLE]

PROPERTY OWNER(S)

Property Owner Agreement
No Prior Connection – City Contractor

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; 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. **Connection to Municipal Water and Well Sealing.** The City will hire a contractor to connect the Property to the municipal water line and to seal the existing water well on the Property. WSB will administer and oversee the corrective work in its capacity as the City engineer. WSB will ensure contractor submittal of the Well and Boring Sealing record to the Minnesota Department of Health. The Property Owner shall not be responsible for the costs incurred by the contractor.
 - b. **Payment of Water Connection Charges.** The Property shall not be responsible for paying the applicable water connection charges, the permits required for the connection to the Municipal Water or Well Sealing, or the applicable inspection fees permitted under the City Code.
 - c. **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 will receive copies of all applicable testing within 15 days of receipt.

- d. **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. **Access.** The Property Owner hereby grants the City, its contractor, and WSB, along with their respective employees, agents, contractors, or subcontractors, with a temporary right of reasonable access to the Property as reasonably necessary to perform, inspect, test, complete, restore, maintain, and warrant the municipal water line connection, sealing of the water well, necessary testing of the Property and its well, and any related or incidental work thereto authorized under this Agreement. WSB will coordinate with the Property Owner a time in which the Property Owner will be home to provide the contractor with access to the interior of the home to complete the municipal water service connection. Multiple entries onto the Property may be required to complete the work.
4. **Restoration and Maintenance.** The area disturbed by the contractor will be restored, to the extent possible, to pre-construction conditions. Landscape plantings may need to be relocated by the Property Owner if the Property Owner desires to salvage for planting elsewhere within the property. The City's contractor will be responsible for watering and establishing growth of the new turf for a period of 30days, after which the Property Owner will be responsible for maintenance.
5. **Contractor Warranty Period.** The City's contractor shall provide a 2-year warranty following final acceptance and final payment for the project. The contractor's warranty shall, at a minimum, cover all labor, materials, and workmanship. If any portion of the work is found to be defective or nonconforming during the warranty period, the contractor shall, at its sole cost and expense, promptly correct such work. The Property Owner is an intended third-party beneficiary of the contractor's warranty and may enforce the warranty directly against the contractor. Nothing in this Section shall be construed to impose any duty to enforce the contractor's warranty, or any warranty, obligation, or liability, on the part of the City or WSB, all of which are expressly disclaimed.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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)

Nancy L. Barski

Nancy L. Barski

Property Owner Agreement
No Prior Connection – City Contractor

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; 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. **Connection to Municipal Water and Well Sealing.** The City will hire a contractor to connect the Property to the municipal water line and to seal the existing water well on the Property. WSB will administer and oversee the corrective work in its capacity as the City engineer. WSB will ensure contractor submittal of the Well and Boring Sealing record to the Minnesota Department of Health. The Property Owner shall not be responsible for the costs incurred by the contractor.
 - b. **Payment of Water Connection Charges.** The Property shall not be responsible for paying the applicable water connection charges, the permits required for the connection to the Municipal Water or Well Sealing, or the applicable inspection fees permitted under the City Code.
 - c. **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 will receive copies of all applicable testing within 15 days of receipt.

- d. **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.

- NO
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. **Access.** The Property Owner hereby grants the City, its contractor, and WSB, along with their respective employees, agents, contractors, or subcontractors, with a temporary right of reasonable access to the Property as reasonably necessary to perform, inspect, test, complete, restore, maintain, and warrant the municipal water line connection, sealing of the water well, necessary testing of the Property and its well, and any related or incidental work thereto authorized under this Agreement. WSB will coordinate with the Property Owner a time in which the Property Owner will be home to provide the contractor with access to the interior of the home to complete the municipal water service connection. Multiple entries onto the Property may be required to complete the work.

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5. **Contractor Warranty Period.** The City's contractor shall provide a 2-year warranty following final acceptance and final payment for the project. The contractor's warranty shall, at a minimum, cover all labor, materials, and workmanship. If any portion of the work is found to be defective or nonconforming during the warranty period, the contractor shall, at its sole cost and expense, promptly correct such work. The Property Owner is an intended third-party beneficiary of the contractor's warranty and may enforce the warranty directly against the contractor. Nothing in this Section shall be construed to impose any duty to enforce the contractor's warranty, or any warranty, obligation, or liability, on the part of the City or WSB, all of which are expressly disclaimed.

6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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

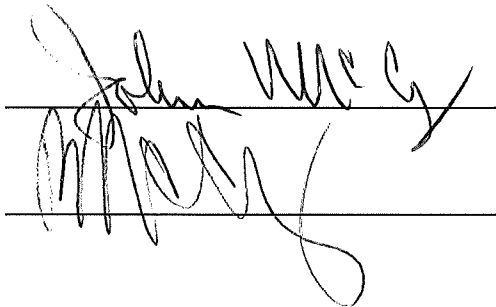
By: Rob Rafferty, Mayor

By: Roberta Colotti, CMC, City Clerk

WSB LLC

By: ____ [NAME], [TITLE]

PROPERTY OWNER(S)

Two horizontal lines with handwritten signatures written over them. The top signature is more legible and appears to be 'John M. G.'. The bottom signature is more stylized and cursive.

Will be using Dunaway Construction 651-464-1985

Property Owner Agreement
No Prior Connection – Homeowner Contractor

This Agreement is entered into by and among Curtis Hoovestol the owner(s) ("Property Owner") of the property located at 8032 Elbe St. (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, the Property Owner has elected to hire its own contractor to perform the municipal connection and well sealing work; 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. **Connection to Municipal Water and Well Sealing.** The Property Owner will hire a contractor to connect the Property to the municipal water line and to seal the existing water well on the Property. Prior to beginning work, the contractor shall submit to WSB and the City a work plan for review and approval for purposes of verifying the work meets the requirements of the Minnesota Department of Health. Upon completion of the work, the Property Owner and/or Contractor shall submit to WSB copies of paid invoices for the work, a copy of the Well and Boring Sealing Record completed by the contractor and also submitted to the Minnesota Department of Health within 60-days of completing the work, and proof of payment by the Property Owner to the contractor. WSB shall be solely responsible for reimbursement to the Property Owner for the amounts charged by the separately hired contractor, provided that the work is completed in accordance with the work plan, and verification from the Property

Owner that the Minnesota Department of Health has received the Well and Boring Sealing Record. However, if the amounts charged by the Property Owner's separately hired contractor are more than 110% of the cost charged by the City's publicly bid contractor who is performing work for other properties subject to the Correction Orders, the Property Owner shall be responsible for the costs in excess of 110% of the costs charged by the publicly bid contractor.

- b. **Payment of Water Connection Charges.** The Property shall not be responsible for paying the applicable water connection charges, the permits required for the connection to the Municipal Water or Well Sealing, or the applicable inspection fees permitted under the City Code.
 - c. **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.
 - d. **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 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. **Access.** The Property Owner will provide the City, and WSB, along with their respective employees, agents, contractors, or subcontractors, with access to the Property as reasonably necessary to complete all required testing of the wells prior to sealing and also to inspect the work being performed by the Property Owner's contract for compliance with all applicable codes/requirements. Multiple entries onto the Property may be necessary.
 - 4. **Warranty.** The City and WSB shall have no warranty obligation for the work of the contractor. All warranties on the Contractor's work shall be negotiated between the Property Owner and the separately hired contractor.

5. **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.
6. **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.
7. **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.
8. **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.
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[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 29 date of July, 2026.

CITY OF LINO LAKES, MINNESOTA

By: Rob Rafferty, Mayor

By: Roberta Colotti, CMC, City Clerk

WSB LLC

By: [NAME], [TITLE]

PROPERTY OWNER(S)

Curtis Hoovestol

8032 Elbe St. Lino Lakes 55014

Witnessed by: Lindsay DeMartino 7-29-2026

Property Owner Agreement
No Prior Connection – Homeowner Contractor

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, the Property Owner has elected to hire its own contractor to perform the municipal connection and well sealing work; 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. **Connection to Municipal Water and Well Sealing.** The Property Owner will hire a contractor to connect the Property to the municipal water line and to seal the existing water well on the Property. Prior to beginning work, the contractor shall submit to WSB and the City a work plan for review and approval for purposes of verifying the work meets the requirements of the Minnesota Department of Health. Upon completion of the work, the Property Owner and/or Contractor shall submit to WSB copies of paid invoices for the work, a copy of the Well and Boring Sealing Record completed by the contractor and also submitted to the Minnesota Department of Health within 60-days of completing the work, and proof of payment by the Property Owner to the contractor. WSB shall be solely responsible for reimbursement to the Property Owner for the amounts charged by the separately hired contractor, provided that the work is completed in accordance with the work plan, and verification from the Property

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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 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").
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4. **Warranty.** The City and WSB shall have no warranty obligation for the work of the contractor. All warranties on the Contractor's work shall be negotiated between the Property Owner and the separately hired contractor.

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[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)

Steven R. Moser

STEVEN R. MOSER

**CITY COUNCIL
STAFF REPORT
AGENDA ITEM 6.A.**

STAFF ORIGINATOR: Justin Williams, Public Services Superintendent

MEETING DATE August 10, 2026

AGENDA ITEM: Resolution No. 26-152, Approving a Water Tower Lease Agreement with New Cingular Wireless PCS, LLC

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council approval of a Water Tower Lease Agreement with New Cingular Wireless PCS, LLC, an AT&T affiliate, for the installation and operation of wireless communications equipment at the George Watch Lake Water Tower, 7470 4th Avenue. Approval would authorize the Mayor and City Clerk to execute the agreement and related Memorandum of Lease following final legal and administrative corrections.

BACKGROUND

AT&T proposes to lease interior and exterior space on the water tower and a 720 square foot ground area for its telecommunications facility. The initial installation includes nine antennas, nine radios, six DC trunks, two fiber bundles, two squids, and associated cabinets, cables, mounting hardware, and related equipment. All equipment and improvements will be installed and maintained at AT&T's expense.

Installation is contingent upon a satisfactory structural analysis and required governmental approvals. Plans are subject to review by the City's engineering consultant, and the installation is subject to inspection. The agreement also protects the City's operational priority, requires AT&T to avoid interference with City systems, and makes AT&T responsible for damage caused by its equipment or work.

AGREEMENT SUMMARY

The agreement provides an initial five-year term beginning on the first day of the month after installation starts, followed by four automatic five-year renewal terms for a maximum potential term of 25 years. AT&T will pay \$2,500 per month, with rent increasing 7.5 percent at the beginning of each renewal term.

AT&T will provide a \$7,050 initial escrow for eligible installation costs, with any unused funds returned after the installation is complete. AT&T is responsible for its equipment, installation,

utility use, eligible engineering and inspection costs, and damage caused by its equipment or work. City operations retain the highest priority, and AT&T's equipment may not interfere with City systems.

RECOMMENDATION

Staff recommends approval of Resolution No. 26-152, approving the agreement and authorizing the Mayor and City Clerk to execute it and the related Memorandum of Lease, subject to final legal and administrative corrections that do not materially alter the approved terms.

ATTACHMENTS

1. AT&T Water Tower #1 Memorandum of Lease
2. AT&T Water Tower #1 Lease Agreement
3. Resolution No. 26-152

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this _____ day of _____, 20____, by and between City of Lino Lakes, Minnesota, a Minnesota municipal corporation, having its principal office/residing at 600 Town Center Parkway, Lino Lakes, Minnesota 55014 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Water Tower Lease Agreement ("**Agreement**") on the _____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with Four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

City of Lino Lakes, Minnesota, a
Minnesota municipal corporation

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

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

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

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__, before me personally appeared _____, and acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

WATER TOWER LEASE AGREEMENT

THIS WATER TOWER LEASE AGREEMENT (this “**Agreement**”) effective on the latter of the signature dates below (“**Effective Date**”), between the City of Lino Lakes, Minnesota (“**Owner**”), a municipal corporation, having a place of business at 600 Town Center Parkway, Lino Lakes, Minnesota 55014 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a place of business at 1025 Lenox Park Blvd. NE, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Owner is the owner of certain real property, located at 7470 4th Avenue, Lino Lakes, Minnesota, on which the Owner constructed, owns, and maintains a Water Tower (“**Water Tower**”); and

WHEREAS, Tenant wishes to lease both interior space in, and exterior space on, the Water Tower; and

WHEREAS, Tenant desires to operate telecommunications equipment located on the Water Tower, as such equipment may be modified, supplemented, or replaced by Tenant from time to time as provided for herein.

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

1. **The Property.** The real estate, on which the Water Tower is located, is described in Exhibit A and is referred to as the “**Tower Property**”.
2. **The Leased Property.** Owner hereby leases to Tenant for Tenant's exclusive use certain space on the Water Tower and a 720 square foot portion of the Tower Property adjacent thereto as shown in Exhibit B, hereinafter referred to as the “**Leased Property**”.

Owner grants Tenant the non-exclusive right of ingress and egress from a public right of way to the Leased Property, seven days a week, 24 hours a day, for the purposes of installation, operation, maintenance, inspection and removal of the Equipment from the Leased Property, provided Tenant must follow Owner's security procedures when entering the Tower Property and the Water Tower, and provided that Tenant gives the Owner 24 hours' notice before entering the Tower Property, except in case of emergency. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Tower Property, Tenant must first obtain Owner's prior written permission on a case-by-case basis. Any approved UAS use shall be conducted in strict compliance with all applicable laws and regulations and subject to any reasonable conditions imposed by Owner, including limitations on flight areas, timing, and recording. Owner further grants to Tenant and its utility providers non-exclusive easement(s) for utilities, including, without limitation, fiber optic cabling and electrical power as may be reasonably necessary for utilization of Tenant's Equipment. In addition, Owner grants Tenant the right to run the necessary cables, conduits, and wires between the Equipment on the ground and on the Water Tower at locations agreed to by Owner and Tenant. Tenant will have the right to add, remove, modify and replace the Equipment from time to time with similar and comparable equipment provided the Equipment does not materially increase the size of the Leased Property, increase loading on the Water Tower or interfere with other equipment on the Water Tower. Prior to Tenant being able to use any new or replacement Equipment on the Leased Property, on a case by case basis as determined by Owner, Tenant may have to conduct and provide to Owner a passing structural analysis demonstrating that the Water Tower has sufficient structural capacity for Tenant's Equipment. In addition, if there is a reasonable basis to believe that Tenant's Equipment will interfere with the equipment of any other user of the Water Tower, then Owner may further require that Tenant conduct and provide to Owner an interference study indicating that the placement of the Equipment on the Leased Property presents no significant risk of interference with any other user of the Water Tower having a higher priority or equal priority. Owner has the authority, at the cost to the Tenant, to hire a qualified engineering firm to review proposed installations, review structural analyses, RF interference studies, as well as perform inspections of above mention items as directed; provided, however, that Owner shall obtain an estimate of such

costs and Tenant's prior written approval shall be required. Subject to the foregoing, such costs will be reimbursed to Owner.

3. **The Equipment.** Tenant's initial installation on the Water Tower shall include the following:

(i) 9 antennas, 9 radios, 6 DC Trunks, 2 fiber bundles, 2 squids, communications fixtures and related equipment, cables, accessories and improvements, equipment shelters or cabinets, batteries and any other items necessary to the successful and secure use of the Leased Property;

(ii) Transmission lines, mounting and grounding hardware, which lines and equipment must be anchored and installed on the Water Tower in accordance with good and accepted engineering practices, and which must not interfere with Owner's use of the Water Tower; and

(iii) In the event of an emergency power outage, and for the duration of such outage, Tenant may install a temporary portable generator to be located adjacent to the communications Water Tower. The fuel tank for the generator shall be self contained (gasoline or diesel) and must be used in accordance with all applicable fire and health codes.

The equipment listed in this paragraph is collectively referred to as the "**Equipment**".

4. **Equipment Installation.**

a. Owner approves the installation of the Equipment described herein as of the Effective Date of this Agreement. Tenant's subsequent installation and/or maintenance of such Equipment must be done according to plans approved by Owner's engineering consultant (the "**Engineer**") and inspected by the Engineer or an agent selected by the Engineer, which approval will not be unreasonably withheld, conditioned or delayed and which approval shall be deemed granted if the Engineer fails to approve or deny Tenant's plans within twenty (20) day of request for approval. Tenant will be responsible for the commercially reasonable cost of the inspection;

provided, however, that Owner shall obtain an estimate of such costs and Tenant's prior written approval shall be required.

b. Any damage done to the Leased Property, Owner's Property, and/or Water Tower itself by Tenant or its employees or agents, save normal wear and tear, during installation and/or during operation, must be repaired or replaced within thirty (30) days after written notification by the Engineer, at Tenant's expense, and to the Engineer's reasonable satisfaction. All work performed on the Water Tower must be constructed according to applicable federal, state and local laws, including, but not limited to, OSHA safety rules and regulations. All materials used on the Water Tower will not rust or cause the Water Tower structure to rust. In the event of such rust to Tenant's Equipment, Tenant must replace rusting Equipment. To the extent that Tenant's Equipment causes any portion of the Water Tower to rust, Tenant shall be responsible for the reasonable cost to remove and repair the rusted portion of the Water Tower structure, as near as practicable, to its pre-rust condition.

c. Notwithstanding the foregoing, without Owner's consent but with notice as required hereinbelow, Tenant may add, remove, modify, maintain, repair, and replace the Equipment (so long as the addition, removal, modification, maintenance, repair, or replacement Equipment does not increase the loading on the Water Tower). In addition, without Owner's consent, Tenant may add, remove, modify, maintain, repair, and replace any ground-based equipment and improvements, including within the interior of any shelters or base station equipment, provided there is no increase in the footprint of the Leased Property. Except in an emergency, no such addition, removal, modification, maintenance, repairs, like-kind or similar replacements shall be commenced unless, at least 30 days prior to commencement, Tenant provides Owner with the plans and specifications detailing such work and, in the case of modifications to the Equipment on the Water Tower, a structural or loading analysis demonstrating that the proposed Equipment changes will not increase the loading on the Water Tower. It is further agreed that Owner may require a third-party review of the modifications to the Equipment on the Water Tower, the commercially reasonable costs of which will be paid for by the Tenant out of the Escrow provided for in paragraph 40 hereof; provided, however, that Owner shall obtain an estimate of such costs and Tenant's prior written approval shall be required. In the event of an emergency, Tenant may make like for like replacements, modifications and repairs and commence such work

immediately so long as Tenant provides the plans and specifications related thereto within 30 days following the completion of such work.

5. **Additional Equipment.** Except as provided above, if any additional or replacement equipment results in increased loading on the Water Tower or increases the footprint of the Leased Property, then Tenant must provide Owner with a site plan consisting of pre-build plans and specifications and as-built drawings of the Equipment installed on the Leased Property, which show the actual location of all the Equipment. Said drawings must be accompanied by a complete detailed inventory of the existing Equipment. Any modifications that will increase the equipment footprint of the Leased Property may require a formal amendment to this Agreement. At the Engineer's sole discretion Owner may require a third party review of the proposed equipment modifications, the commercially reasonable costs of which to be paid for by the Tenant out of the Escrow provided for in paragraph 40 hereof; provided, however, that Owner shall obtain an estimate of such costs and Tenant's prior written approval shall be required. The Equipment will be owned and installed by Tenant at Tenant's cost.

6. **Contingencies.** The Parties acknowledge and agree that Tenant's ability to lawfully use the Leased Property is contingent upon Tenant obtaining each of the following: (a) a satisfactory structural analysis showing that the Tower is suitable for Tenant's Permitted Use ("**Structural Analysis**"); and (b) all certificates, permits, approvals and other authorizations (collectively, the "**Governmental Approvals**") that may be required by any governmental authority in accordance with all applicable federal, state and local laws, orders, rules and regulations ("**Applicable Law**"). Tenant will endeavor to obtain all Governmental Approvals promptly following the Effective Date. Owner hereby authorizes Tenant to file and submit for Governmental Approvals, at Tenant's sole cost and expense. Owner shall: (x) cooperate with Tenant in Tenant's efforts to obtain such Governmental Approvals; (y) promptly execute and deliver any and all documents necessary to obtain and maintain Government Approvals; and (z) take no action that would adversely affect Tenant's ability to obtain Governmental Approvals. Prior to the Commencement Date, if: (i) a structural analysis shows that the Tower is not suitable for Tenant's Permitted Use; (ii) any application for Governmental Approvals is rejected, conditioned,

materially delayed or otherwise not approved for any or no reason; or (iii) Tenant determines, in Tenant's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner, then, following the occurrence of any of the events set forth in clauses (i) through (iii) (collectively, the "**Contingencies**"), Tenant shall have the right to terminate this Agreement immediately upon written notice to Owner and without penalty or further obligation to Owner, its employees, officers, agents or lenders. If this Agreement is terminated in accordance with this Section 6, this Agreement shall be of no further force or effect (except as set forth to the contrary herein). If, following the Commencement Date, and through no fault of Tenant, any Governmental Approval issued to Tenant is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable governmental authority, then Tenant shall have the right to terminate this Agreement upon ninety (90) days' written notice to Owner without penalty or further obligation to Owner, its employees, officers, agents or lenders.

7. **Term.** This Agreement will be for an initial term of five (5) years (the "**Initial Term**") commencing on the first day of the month following the commencement of installation of the Equipment (the "**Commencement Date**"). The Initial Term shall automatically be extended for up to four (4) additional terms of five (5) years each (each, a "**Renewal Term**") unless Tenant elects, in Tenant's sole and absolute discretion, not to renew the Agreement at the end of the then-current term by giving Owner written notice at least ninety days (90) days prior to the end of the then-current term.

8. **Rent.** Tenant will pay Owner rent in the amount of two thousand- five hundred (\$2,500.00) per month. The monthly rent payment will increase by 7.5% effective upon the commencement of each Renewal Term. Payment will be due and payable on the first day of each month for the term of this Agreement. Failure to pay within thirty (30) days following receipt of written notice of such failure to pay may result in termination of this Agreement.

9. **Use of the Leased Property.** Tenant may use the Leased Property for the limited purpose of transmitting and receiving communications signals and constructing, maintaining, managing, and operating a telecommunication facility and uses incidental thereto. All improvements will be at Tenant's expense. Tenant must maintain the Leased Property in reasonable condition and in a manner not causing any damage to Owner's Property or equipment.

10. **Termination.** Tenant's installation, operation and maintenance of its Equipment must not damage or interfere in any way with Owner's operations or related repair and maintenance activities. Tenant agrees to cease all such actions which materially interfere with Owner's use of the Water Tower promptly upon receipt of written notice of such interference, provided, however, in such case, Tenant will have the right to terminate this Agreement. Notwithstanding any provision contained in this Agreement to the contrary, Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement without further liability by delivering written notice to Owner at least 180 days before termination. Further, Tenant shall have the right, but not the obligation, to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Owner due to any one or more of the following: (i) changes in Applicable Law which prohibit or materially, adversely affect Tenant's ability to operate Tenant's Equipment at the Leased Property; or (ii) Owner or a third party installs any structure, equipment, or other item on the Structure, Property or an adjacent property, which materially blocks, hinders, limits, or prevents Tenant from being able to use the Tenant Equipment for Tenant's Permitted Use. In addition, Tenant shall have the right, but not the obligation, to terminate this Agreement without further liability upon thirty (30) days prior written Notice to Owner and payment of a termination fee equal to 6 months' rent if Tenant, in its sole discretion, determines that Tenant's Permitted Use of the Leased Property is obsolete or unnecessary.

11. **Interference; Priority.** Owner established a priority of users of its property in case there are conflicts between the radio or telecommunication uses on the Property. Priority will be given in the following descending order:

- (a) City of Lino Lakes; and
- (b) Entities providing licensed or unlicensed commercial wireless telecommunication services, including cellular, personal communication services (PCS), specialized mobilized radio (SMR), or enhanced specialized mobilized radio (ESMR), paging, and wireless Internet, and similar services that are marketed to the general public.

Before placement of additional equipment after the initial installation, if there is a reasonable basis to believe that Tenant's Equipment will interfere with the equipment of any other

user of the Water Tower, then Owner may require that Tenant conduct and provide to Owner an interference study acceptable to Owner, indicating that Tenant's intended use will not interfere with any user having a higher priority as set forth above, or with any existing user having an equal priority with the Tenant on the Water Tower. Tenant warrants that its use of the Leased Property will not interfere with those existing radio frequency uses on the Tower Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Owner will not, nor will Owner permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Equipment, the operations of Tenant or the rights of Tenant under this Agreement. Owner will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Owner shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

If Owner receives a request from any entity having the same or lesser priority than Tenant to use the Tower Property for communication purposes (the "**Requestor**"), Owner will submit the Requester's proposal, complete with all technical specifications reasonably requested by Tenant, to Tenant for review for noninterference. Tenant will have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period will be deemed consent by Tenant to the installation of antennas or equipment pursuant to said proposal. If Tenant gives notice of objection due to concerns of interference during such thirty (30) day period, then Owner will not proceed with such proposal. The Requester will be responsible for the expenses incurred in any independent validation of Tenant's interference objections; provided, however, should the independent analysis conclude that Tenant's interference objections are invalid, Tenant will be responsible for any independent validation fees. A higher priority user may be allowed to place antenna or other communications facilities on the Water Tower regardless of potential or actual interference with Tenant's use; provided, however, that Owner will use reasonable efforts to ensure that the higher priority user's equipment is installed in a manner and location that will not interfere with Tenant's use to the extent possible under the circumstances.

Tenant's use and operation of its facilities must not interfere with the use and operation of other communication facilities on the Water Tower which have a higher priority use or which preexisted Tenant's Equipment.

12. **Condition of Water Tower and Property.** Owner intends to continue the use of the Property as a Water Tower for an indefinite period of time. During the term of this Agreement, Owner reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Tower Property in connection with operations as may be necessary, provided, Owner shall keep the Water Tower in good condition and repair as required by all applicable laws, rules and regulations. Owner will also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. Owner agrees to give reasonable advance notice of any such activities to the Tenant and to reasonably cooperate with Tenant to carry out such activities with a minimum amount of interference with Tenant's Equipment and Tenant's use of the Leased Property. If Owner fails to make such repairs, including maintenance, the Tenant may make the repairs and the costs thereof will be payable to the Tenant by Owner. Such costs will be reimbursed to Tenant within thirty (30) days following receipt of an invoice together with reasonable supporting documentation evidencing such costs.

13. **Water Tower Maintenance.**

a. Tenant understands and agrees that the Water Tower and the Tower Property may, from time to time, require repair and/or maintenance, including painting. Upon notification by Owner, Tenant will be responsible and agrees to provide adequate measures to cover its personal property or Equipment, and protect such from paint and debris fallout or damage which may occur during the paint restoration, repair, or maintenance process. In addition, any additional expenses of repainting, repairing, or maintaining Owner's property caused by Tenant's Equipment must be paid promptly by Tenant to Owner upon Owner's notice to Tenant of an invoice together with reasonable supporting documentation evidencing such additional costs. In addition, if deemed necessary by Owner, Tenant will temporarily remove its Equipment at Tenant's cost upon reasonable notice to allow necessary maintenance, repair, repainting, reconditioning, restoration,

or other activity as required by Owner. Except in the case of an emergency, Owner will give Tenant at least one hundred twenty (120) days' notice of repair, repainting, or restoration which requires Tenant to install a temporary facility or to otherwise remove or secure the antennas or the Equipment generally to protect them from damage. Any maintenance will be conducted by Owner as diligently and expeditiously as possible. Prior to any required removal or powering down of Tenant's Equipment, Tenant may install and operate a mobile communications facility, or "COW", on the Tower Property. Unless otherwise agreed to in writing, Tenant will remove the COW within seven (7) days after Tenant recommences commercial operation of its Equipment on the Water Tower.

14. Liability, Indemnity and Insurance.

a. Tenant will indemnify and hold Owner harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of Tenant's operations under this Agreement, except to the extent that any such claim is caused by negligence or willful misconduct of Owner. To the extent allowed by law, Owner will indemnify and hold Tenant harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of Owner, except to the extent that any such claim is caused by negligence or willful misconduct of Tenant.

b. The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 14 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

c. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Owner each waives any

claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

d. Tenant shall maintain commercial general liability insurance with respect to its activities on the Tower Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement. The Tenant shall maintain business automobile liability insurance or equivalent form with a limit of \$1,000,000.00 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles. The Tenant must also maintain workers' compensation insurance as required by Applicable Law. The Tenant must furnish Owner with properly executed certificates of insurance including Owner as an additional insured, which will clearly evidence all insurance except workers' compensation. Such additional insured coverage: (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors; (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Owner, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Owner, its employees, agents or independent contractors; and (iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

e. Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection d. In the event Tenant elects to self-insure its obligation to include Owner as an additional insured, the following provisions shall apply (in addition to those set forth in subsection d): (i) Owner shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Owner shall not settle any such claim, demand, lawsuit, or the like without the prior written

consent of Tenant; and (iii) Owner shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

15. **Hazardous Substances.** Owner represents and warrants, to the best of its knowledge that the Tower Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint. Owner and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Tower Property. To the extent allowed by law, Owner will defend, hold Tenant harmless and indemnify Tenant against and from any damage, loss, expenses or liability resulting from the discovery by any person of hazardous substances generated, stored, disposed of or transported to or over the Leased Property, as long as such substance was not stored, disposed of, or transported to or over the Leased Property by Tenant, its agents, contractors, employees, or invitees. Tenant will be responsible for any and all damages, losses, and expenses and will indemnify and defend Owner against and from any discovery by any persons of such hazardous wastes generated, stored or disposed of as a result of Tenant's Equipment during the term of this Agreement. In the event Tenant becomes aware of any hazardous materials on the Tower Property, or any environmental, health or safety condition or matter relating to the Tower Property, that, in Tenant's sole determination, renders the condition of the Leased Property or Tower Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Leased Property would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Owner.

16. **Release.** Owner and Tenant, and all parties claiming under them, hereby mutually release and discharge each other from all claims, liabilities and rights of action arising from or caused by any hazard covered by property insurance required to be carried hereunder, or covered by property insurance actually carried, regardless of the cause of the damage or loss but limited to the extent payment is made by the insurer. This release will not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Owner or Tenant.

17. **Utilities.** Tenant may have its own utility meter installed in a mutually agreed upon location. If separate metering is not commercially reasonable, then Tenant may install a utility sub meter on Owner's main utility meter, which Owner shall read and bill to Tenant on a monthly basis (without mark-up) for Tenant's utility consumption and provide Tenant with documentation to substantiate all invoiced amounts. Tenant's actual utility usage charges shall be paid by Tenant to Owner (each without mark-up) within sixty (60) days following Tenant's receipt of an undisputed invoice and documentation substantiating all invoiced amounts. In the event of a loss of power to the site, Tenant may install and operate an emergency backup generator at the Tower Property. Tenant will remove such generator within seven (7) days after power is restored to the Equipment.

18. **Encumbrances on the Equipment.** Owner waives any and all lien rights it may have, statutory or otherwise, concerning the Equipment or any portion thereof. The Equipment and any new and replaced equipment will at all times remain the sole exclusive property of Tenant. Owner will not take any action that would result in any claims, charges, levies, liens, or encumbrances on or against the Equipment.

19. **Condition of Leased Property.** Tenant, upon termination of this Agreement, will, within a reasonable period not to exceed ninety (90) days, remove its personal property and fixtures and restore the Leased Property to its original condition, reasonable wear and tear excepted. Notwithstanding the foregoing, Tenant will not be required to remove any underground utilities. If such time for removal causes Tenant to remain on the Leased Property after termination of this Agreement, Tenant will pay rent at the monthly rate of two thousand- five hundred Dollars (\$2,500), until such time as the removal of personal property and fixtures is completed.

20. **Sale of Leased Property.** Should Owner, at any time during the term of this Agreement, decide to sell all or any part of the Leased Property to a purchaser other than Tenant, such sale will be under and subject to this Agreement and Tenant's right hereunder, and any sale by Owner of the portion of Owner's property underlying any and all rights-of-way and easements for ingress, egress and utilities herein granted will be under and subject to the right of the Tenant in and to such rights-of-way and easement. In the event of a change in ownership, transfer or sale of the Tower Property, within ten (10) days of such transfer, Owner or its successor shall send the

following documents to Tenant: (i) deed transferring the Tower Property, and (ii) Payment Forms (defined below). Until Tenant receives all such documents, rent shall accrue in accordance with this Agreement, but Tenant shall have no obligation to deliver rent payments to Owner or its designee or successor in interest, as applicable, until Tenant receives the required documentation. Thereafter, Tenant shall deliver the accrued rent payments in accordance with the Payment Forms.

21. **Enjoyment of Leased Property.** Owner covenants that Tenant, on paying the fee and performing the covenants by it herein made, will and may peacefully and quietly have, hold, and enjoy the Leased Property in accordance with the term of this Agreement.

22. **Title to Leased Property.** Owner covenants that Owner is seized of good and sufficient title and interest in the Leased Property and has full authority to enter into and execute this Agreement. Owner further covenants that there are no other liens, judgments, or impediments of title on the Leased Property.

23. **Warranties.** Owner covenants, warrants, and represents to Tenant and Tenant's successors and assigns that:

(a) To the best of Owner's knowledge, Tenant's contemplated use of the Leased Property is not prohibited by or in violation of any zoning or other municipal laws, ordinances, rules or regulations, or any restrictions contained in any deed, Lease, or other instrument relating to the Leased Property.

(b) To the best of Owner's knowledge, all improvements on the Leased Property, including but not limited to equipment shelters and/or the tower have been constructed and maintained in conformance with all applicable laws, rules, and regulations.

(c) To the best of Owner's knowledge, Owner (insofar as the Leased Property is concerned) is not in violation of any applicable federal, state, county or local law, ordinance, regulation, statute, consent decree or order or any other requirement of any governmental, regulatory or administrative agency relating to, which imposes liability for, or which establishes standards of conduct concerning, the preservation of environmentally sensitive areas or the manufacture, processing, generation, distribution, use, treatment, storage, discharge, emission, release, disposal, clean-up, transport or handling of pollutants, contaminants or hazardous or toxic wastes, substances or materials.

24. **Title Insurance.** Tenant, at Tenant's option, may obtain title insurance on the Leased Property, and Owner's Property. Owner, at Tenant's expense, agrees to cooperate with Tenant's efforts to obtain a title insurance policy by executing documents or obtaining requested documentation as required by the title insurance company.

25. **Waiver and Consent.** Owner will, from time to time, within ten (10) days of any request by Tenant, execute "**Owner's Waiver(s) and Consent(s)**" in form satisfactory to and in favor of Tenant's lender(s), if in accordance with the terms of this Agreement. Said waivers and consents will include, but not be limited to, permitting Tenant to grant lender(s) a lien on and security interest in Tenant's leasehold interests and leasehold mortgage and other similar agreements in favor of lender. Any such lien will not be superior to the interest of Owner in the Tower Property or the Leased Property.

26. **Tenant Default.** Notwithstanding anything in this Agreement to the contrary, Tenant will not be in default under this Agreement until thirty (30) days after receipt of written notice from Owner specifying Tenant's failure to comply with any material provision of this Agreement, which failure is not cured within said thirty (30) days; provided, however, where such default cannot reasonably be cured within thirty (30) days, Tenant will not be deemed to be in default under this Agreement if Tenant commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion.

In the event of Tenant's default in the payment of rentals or in Tenant's failure to comply with any other material provision of this Agreement beyond all applicable notice and cure periods, Owner may, at its option, terminate this Agreement without affecting its right to sue for all past due rentals and any other damages to which Owner may be entitled.

27. **Owner Default.** In the event of (i) Owner's failure to provide access to the Leased Property as required by Section 2 within twenty-four (24) hours after written notice of such failure; (ii) Owner's failure to cure an interference problem as required by Section 11 within twenty-four (24) hours after written notice of such failure; or (iii) Owner's failure to comply with any material provisions of this Agreement, which failure is not cured within thirty (30) days after receipt of written notice thereof from Tenant (provided, however, where any such default cannot reasonably

be cured within thirty (30) days, Owner will not be deemed to be in default under this Agreement if Owner commences to cure such default within said thirty (30) days and thereafter diligently pursues such cure to completion). Tenant may, at its option, cure the failure at Owner's expense (which expense, in Tenant's discretion, may be deducted from rent), terminate this Agreement without affecting its right to demand, sue for, and collect all of its damages arising out of Owner's said failure to comply, and exercise any and all other rights available to it under law and equity.

28. **Modification.** It is hereby mutually agreed and understood that this Agreement, contains all agreements, promises, and understandings between Owner and Tenant on leasing of space on the Water Tower, that no verbal or oral agreement, promises, or understandings will be binding upon either Owner or Tenant in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement will be void and ineffective unless in writing and signed by the parties hereto.

29. **Interpretation.** This Agreement, together with any subsequent amendments, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties. This Agreement will not be construed or interpreted against either party based on a claim that the party drafted a provision. Both parties participated in drafting and revising this Agreement.

30. **Governing Law.** This Agreement and the performance thereof will be governed, interpreted, construed, and regulated by the laws of the State of Minnesota.

31. **Notice.** All notices hereunder must be in writing and will be deemed validly given if sent as follows (or any other address that the party to be notified may have designated to the sender by like notice):

For Notices to Tenant:

- (i) To Tenant's Lease Administration Department by email at NoticeIntake@att.com with "Cell Site #: MNL01312; Site Name: George Watch Lake (MN) FA#: 16383147," in the e-mail subject line; and
- (ii) With a copy of notices of default to Tenant's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

AT&T Market: Northern Plains-MN
AT&T Site Name: George Watch Lake
AT&T FA Code: 16383147
AT&T Site Number: MNL01312

New Cingular Wireless, PCS, LLC
Attn: Legal Dept. – Network Operations
Re: Cell Site #: MNL01312; Site Name:
George Watch Lake (MN) FA#: 16383147
208 S. Akard Street
Dallas, TX 75202-4206

For notices to Landlord via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

If to Owner: City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014
ATTN: Justin Williams

Notices by email to Tenant's Lease Administration Department will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered.

32. **Binding Effect.** This Agreement will extend to and bind the heirs, personal representatives, successors, and assigns of the parties hereto.

33. **Assignment.** None of the parties to this Agreement will transfer or assign this Agreement or any of the parties' rights or obligations under this Agreement without the express written consent of the other party; provided, however, that Tenant will have the right, without notice to or consent of Owner, to assign its rights under this Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any entity acquiring substantially all of the assets of Tenant; or (c) any successor entity in a merger or consolidation involving Tenant.

34. **Owner Equipment.** This Agreement will not be construed so as to preclude additions, deletions, or modifications by Owner to Owner's own equipment at this location. No

additions, deletions, or modifications to Tenant's equipment at this location may be made which, within Owner's reasonable discretion, harmfully interfere with Owner's use at its location.

35. **Recording.** At the request of either party, the parties will execute a written memorandum of this Agreement, which will be recorded as appropriate under the recording laws of the county and state in which the Leased Property is located. At the expiration or termination of this Agreement, Tenant will promptly execute a quit claim and/or release of any interest in the Leased Property, in recordable form, and deliver the same to Owner.

36. **Severability.** If any court of competent jurisdiction finds any provision or party of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties agree that this Agreement will be reformed to replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined to be invalid, illegal, or unenforceable.

37. **No Waiver.** Any failure by either Owner or Tenant to enforce any of the provisions of this Agreement upon any default, breach, or cause will not be deemed a waiver of any of Owner's or Tenant's rights or remedies with respect to any subsequent default, breach, or cause.

38. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

39. **Counterparts.** This Agreement may be signed in counterparts, meaning that the Agreement is valid if signed by all parties even if the signatures of the parties appear on separate copies of the same Agreement rather than on a sign documents.

40. **Escrow.** Owner acknowledges and agrees that Tenant shall deposit with Owner an initial escrow in the amount of Seven Thousand Fifty Dollars (\$7,050.00) (the "Initial Escrow") prior to or in connection with the initial installation of Tenant's Equipment. The Initial Escrow shall be used solely to cover costs for which Tenant is expressly responsible under this Agreement related to the initial installation of the Equipment. Following completion of the initial installation of Tenant's Equipment and payment of all applicable costs chargeable to the Initial Escrow, Owner

shall refund to Tenant the full remaining balance of the Initial Escrow, if any, resulting in an escrow balance of \$0.

After the refund of the Initial Escrow, no escrow shall be maintained on an ongoing basis. At any renewal or extension of the Initial Term, Owner may require Tenant to establish a new escrow in an amount reasonably determined by Owner at that time to cover anticipated inspection, administrative, and restoration costs, taking into account the condition of the Leased Property and Tenant's prior compliance with this Agreement. Any such escrow shall be established solely for the applicable renewal or extension term and shall not be tied to the amount of the Initial Escrow.

If, at any time thereafter, Owner reasonably determines that additional work is proposed for which Tenant is expressly responsible under this Agreement and for which escrow is required, Owner shall notify Tenant in writing. Any such escrow shall be established separately on a case-by-case basis, in an amount reasonably estimated to cover the applicable costs, and shall apply only to the specific work for which it is required. Any escrow established pursuant to this Section for future work or renewal term shall be refunded to Tenant following completion of such work and payment of all applicable costs. Any escrow funds remaining at the expiration or earlier termination of this Agreement shall be refunded to Tenant.

41. **Payment Forms.** Owner will deliver to Tenant a current IRS Form W-9 and an EPay Payment Direction Form (collectively the "**Payment Forms**"). Owner shall deliver the Payment Forms to Tenant: (i) upon execution of this Agreement; (ii) upon any change in Owner's name or address; and (iii) at such other times as may be reasonably requested by Tenant. Upon execution of this Agreement, Owner shall either: (1) upload the forms to the AT&T Owner Portal (<https://landlordportal.att.com/>); or (2) mail the Payment Forms to the AT&T Tower Asset Group – Lease Administration. The Payment Forms are attached as Exhibit C. To protect Owner's sensitive information, Owner shall not send any of the Payment Forms to Tenant via email. Tenant's obligation to make payment pursuant to this Agreement shall not be relieved by Owner's failure to provide the Payment Forms referenced herein, provided however, that payments shall be delayed until Tenant receives the Payment Forms.

42. **Taxes.**

(a) The Parties understand and agree that the Property is currently exempt from property taxes. In the event the Property is ever subject to taxation in the future due to transfer or otherwise, Owner shall be responsible for all taxes and assessments levied upon the lands, improvements and other property of Owner including any such taxes that may be calculated by a taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Leased Property if and as set forth in this Section 42. Nothing herein shall require Tenant to pay any franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Owner.

(b) In the event Owner receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Leased Property, Owner shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Owner does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Owner shall reimburse Tenant for any increased costs directly resulting from the delay.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Leased Property. Owner shall cooperate with respect to the commencement and prosecution of any such proceedings. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant.

43. **Limitation on Payments.** All charges payable under this Agreement such as utilities and taxes shall be billed by Owner within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Owner, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due

and payable without a requirement that it be billed by Owner. The provisions of this subsection shall survive the termination or expiration of this Agreement.

44. **Condemnation.** In the event Owner receives notification of any condemnation proceedings affecting the Tower Property, Owner will provide notice of the proceeding to Tenant within a reasonable amount of time. If a condemning authority takes all of the Tower Property, or a portion sufficient, in Tenant's sole determination, to render the Leased Property unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Equipment, moving expenses, prepaid Rent, and business dislocation expenses.

45. **Casualty.** Owner will provide notice to Tenant of any casualty or other harm affecting the Water Tower within twenty-four (24) hours of the casualty or other harm. If any part of the Equipment or the Water Tower is damaged by casualty or other harm as to render the Leased Property unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Owner, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof. Owner agrees to permit Tenant to place temporary transmission and reception facilities on the Tower Property at a location agreed to by Owner, in its sole discretion, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Owner or Tenant undertakes to rebuild or restore the Leased Property and/or the Equipment, as applicable, Owner agrees to permit Tenant to place temporary transmission and reception facilities on the Tower Property until the reconstruction of the Leased Property and/or the Equipment is completed at a location agreed to by Owner, at its sole discretion. If Owner determines not to rebuild or restore the Water Tower, Owner will notify Tenant of such determination within thirty (30) days after the casualty or other harm. Owner agrees that the rent shall be abated until the

Water Tower and/or the Leased Property are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Tower Property.

[Reminder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals
the day and year first above written.

OWNER:
City of Lino Lakes

By: _____
Name: _____
Its: Mayor
Date: _____

By: _____
Name: _____
Its: Clerk
Date: _____

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware Limited Liability company
By: AT&T Mobility Corporation, its Manager

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

EXHIBIT A

Legal Description of the Property

Parcel Identification Number: 17-31-22-23-0016

Outlot C, Apollo Business Park, Anoka County, Minnesota

OVERALL SITE PLAN

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. FURNISHING AND MONUMENTS SHOWN FOR CLARITY.

4TH AVENUE

EXISTING ACCESS ROUTE

EXISTING WATER TOWER

SEE SHEET A-1 FOR DETAILED SITE PLAN

0' 4' 8' 16' 24'

1

7171 WEST 9TH STREET, SUITE 600 OVERLAND PARK, KANSAS 66212			
5701 SOUTH SWIFT AVE DRIVE LITTLETON, CO 80120		DESIGNER: Kevin VanDusen, P.E. 975/2673700 50153 DESIGNER LICENSED BY THE STATE OF KANSAS	
DATE: 08/14/2014 PROJECT: DISH WIRELESS PROJECT INFORMATION 7470 4TH AVENUE LINO LAKE MINN, 55014		IT IS A WARNING OF LAW FOR ANY PERSON, FIRM OR COMPANY, TO REPRODUCE, COPIY, OR ALTER THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER. ANY SUCH VIOLATION SHALL BE SUBJECT TO LEGAL ACTION.	
DATE: 08/14/2014 PROJECT: DISH WIRELESS PROJECT INFORMATION 7470 4TH AVENUE LINO LAKE MINN, 55014		DATE: 08/14/2014 PROJECT: DISH WIRELESS PROJECT INFORMATION 7470 4TH AVENUE LINO LAKE MINN, 55014	
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EXHIBIT C

IRS FORM W-9 & EPAY PDF

(Page 1 of 3)

[IRS FROM W-9 (REVISED MARCH 2024) & EPAY PDF APPEAR ON FOLLOWING TWO (2) PAGES]

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) - - - - - Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions - - - - - ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
	- -
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



ePay Payment Direction Form

(1) ☐ NEW ADDRESS or ☐ CHANGE/MODIFY ADDRESS

(2) This address applies to: ☐ PAYMENTS ONLY or ☐ PAYMENTS AND NOTICES

SITE ADDRESS:	
FA:	
LESSOR NAME: *	
PAYEE NAME: **	
PAYEE PERCENTAGE PAYMENT SHARE: ***	
PAYEE VENDOR ID NUMBER: (if existing vendor)	
PAYMENT ADDRESS:	
PAYEE CONTACT INFO: Phone:	Email:

Please Include: a voided check or banking information on bank letterhead

PAYMENT REMITTANCE EMAIL:
BANK NAME:
BANK ROUTING NUMBER: (Must be a 9-digit number)
BANK ACCOUNT NUMBER: (Please include leading zeros)

* Lessor Name should be exactly as stated in Lease/License

** For cases of different payee names and management company handling payments and taxes see acknowledgement below

***Percentage of rent payment to be paid to Lessor/Payee named herein

I hereby authorize AT&T Mobility LLC and/or its subsidiaries to make all recurring and/or non-recurring payments related to the Payee Name and Payment Address (listed above). This authorization shall remain in effect until it has been modified in an executed agreement or newly submitted payment direction form.

LESSOR AUTHORIZED SIGNATURE

TITLE

DATE

(PRINT LEGIBLY)

Log into the AT&T Landlord Portal to upload the following key document (<https://landlordportal.att.com/home>):

For registration assistance/questions, email: g46945@att.com

**CITY OF LINO LAKES
RESOLUTION NO. 26-152**

**APPROVING A WATER TOWER LEASE AGREEMENT WITH NEW CINGULAR
WIRELESS PCS, LLC**

WHEREAS, the City of Lino Lakes owns and operates the George Watch Lake Water Tower located at 7470 4th Avenue; and

WHEREAS, New Cingular Wireless PCS, LLC, an AT&T affiliate, has requested to lease interior and exterior space on the water tower and a 720 square foot ground area for the installation and operation of wireless communications equipment; and

WHEREAS, the proposed Water Tower Lease Agreement provides an initial five year term followed by four automatic five year renewal terms, a maximum potential term of 25 years; and

WHEREAS, New Cingular Wireless PCS, LLC will pay the City \$2,500 per month, with rent increasing 7.5 percent at the beginning of each renewal term; and

WHEREAS, New Cingular Wireless PCS, LLC is responsible for its installation and operating costs, and City operations retain the highest priority under the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the Water Tower Lease Agreement with New Cingular Wireless PCS, LLC and the related Memorandum of Lease are approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the Water Tower Lease Agreement and Memorandum of Lease in the forms presented to the City Council, subject to final legal and administrative corrections that do not materially alter the approved terms.

BE IT FURTHER RESOLVED that City staff are authorized to take all actions necessary to administer the agreement and carry out the intent of this resolution.

Adopted by the City Council of the City of Lino Lakes this 10th day of August, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

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

STAFF ORIGINATOR: Katie Larsen, City Planner

MEETING DATE: August 10, 2026

TOPIC: Lyngblomsten at Lino Lakes Second Addition

- i. Approval of Resolution No. 26-149 for PUD Final Plan/Final Plat
- ii. Approval of Resolution No. 26-150 for Planned Unit Development Agreement

VOTE REQUIRED: Simple Majority

INTRODUCTION

The applicant, Lyngblomsten at Lino Lakes, LLC, submitted a land use application for Lyngblomsten at Lino Lakes Second Addition PUD Final Plan/Final Plat. The development contains a 4-story mixed use building at the southeast corner of the site. The first floor will be commercial uses and resident amenity center. The other three floors will be 59 market-rate independent living units for residents aged 55 and older.

Tentative Review Schedule:

Complete Application Date:	June 11, 2026
60-Day Deadline:	August 10, 2026
Environmental Board Meeting:	N/A
Park Board Meeting:	N/A
Planning & Zoning Board Meeting:	July 8, 2026
City Council Work Session:	August 10, 2026
City Council Meeting:	August 10, 2026

This staff report is based on the following information:

- Lyngblomsten Lino Lakes Campus-City Submittal Plan Set prepared by Wold Architects and Engineers dated July 22, 2026
- Lyngblomsten Lino Lakes Campus-City Submittal Final PUD (Amendment 4) Plan Set prepared by Wold Architects and Engineers dated July 22, 2026

- Stormwater Management Report prepared by Bolton & Menk revision date March 6, 2026
- Geotechnical Evaluation Report prepared by Braun Intertec dated June 4, 2026
- Traffic Study prepared by Transportation Collaborative & Consultants, LLC dated March 6, 2026
- Use Area Tabulation submitted by Wold Architects and Engineers dated June 8, 2026
- Title Commitment dated May 26, 2026

BACKGROUND

On May 11, 2026, the City Council passed Resolution No. 26-64 approving the PUD Preliminary Plan/Preliminary Plat Amendment #4 for the mixed use building. The Council staff report and resolution detail the project's consistency with the City's Comprehensive Plan and compliance with the City Code.

ANALYSIS

PUD Preliminary Plan

The PUD Preliminary Plan is the master plan of the entire 21 acre development. PUD Amendment #4 changed the standalone restaurant and commercial buildings to a single 4-story mixed use building.

Use	# Units
Townhomes	20
Independent Living (IL)-Campus Building	96
Independent Living (IL)-Mixed Use Building	59
Assisted Living (AL)	35
Memory Care	16
Skilled Care	61
	287

Preliminary Plat

The revised preliminary plat consists of the following lots and blocks:

Lot or Outlot	Purpose
Lots 1-21, Block 1	Townhomes
Lot 1, Block 2	Senior Living Campus
Lot 3, Block 2	Skilled Care Wing

Outlot A	Stormwater Pond
Outlot B	Lift Station
Lot 1, Block 1 Second Addition	Mixed Use Building

Phasing Plan

The development will be built out over three (3) phases. This final plat is for Phase 2.

Phase	Use
Phase 1	Townhomes and Senior Living Campus
Phase 2	Mixed Use Building
Phase 3	Skilled Care Wing

PUD Final Plan

The PUD Final Plan is for a specific stage or phase of the PUD Preliminary Plan. The Lyngblomsten at Lino Lakes Second Addition PUD Final Plan consists of a 4-story mixed use building at the southeast corner of the site. The first floor will be commercial uses and resident amenity center. The other three floors will be 59 market-rate independent living units for residents aged 55 and older.

The 2007 Master Planning Study-Hodgson Road & CR J states the Hodgson/Co Rd J intersection is a gateway and appropriate elements are to be included in the development of the corners of this intersection. Per the 2024 Lino Lakes Gateway Planning study, a gateway monument sign will be located in the northeast quadrant of the intersection creating a gateway as users enter Lino Lakes on Hodgson Road.

Per Resolution No. 26-64 approving PUD Preliminary Plan/Preliminary Plat Amendment #4:

1. An outdoor plaza with seating opportunities and amenities shall be constructed in the southeast corner of the site to enhance the gateway corridor.

The architectural rendering shows a private patio with gazebo for the Lyngblomsten residents. Enhanced landscaping with benches are provided for public use.

Final Plat

The Lyngblomsten at Lino Lakes Second Addition final plat consists of the following lots and blocks:

Lot or Outlot	Purpose	Ownership
Lot 1, Block 1	Mixed Use Building	Private

Public Land Dedication

The City will collect a cash fee in lieu of land dedication.

Mixed Use Building	Total #	Units or Acres	Fee per Unit or Acre	Total
Commercial	3.36	acres	\$2,725	\$9,156
Independent Senior Living Units	59	units	\$3,800	\$224,200
			TOTAL	\$233,356

Title Commitment

The City Attorney reviewed the title commitment and final plat. All mortgage holders may need to consent to plat and the development agreement.

Agreements

- Stormwater Maintenance Agreement
 - The stormwater maintenance for public facilities is already in place with the main campus building.
- Development Agreement
 - A Development Agreement will be prepared by the City and shall be executed.
- Site Improvement Performance Agreement
 - NA, required securities will be included in the Development Agreement.
- Anoka County License Agreement
 - NA, the landscaping, benches, etc. were removed from the Anoka County road right-of-way.

Planning & Zoning Board

The Planning & Zoning Board reviewed the final plat on July 8, 2026 and recommended approval.

Easement Vacation

An existing utility easement on the south side of site needs to be vacated. The City Council will hold the public hearing for the vacation on August 24, 2026.

Findings of Fact

City Code Section 1001.057(2) details requirements that shall be met before consideration of the final plat by the City Council. The attached Resolution No. 26-149 details these findings of fact.

RECOMMENDATION

Staff and the Planning & Zoning Board recommend approval of the Lyngblomsten at Lino Lakes Second Addition PUD Final Plan/Final Plat.

ATTACHMENTS

1. Lyngblomsten Site Plan
2. Preliminary Plat
3. Architectural Rendering
4. Landscape Plan South
5. Master Plan-Hodgson Road & CR J Study
6. Concept Plan-Gateway Planning Study
7. Resolution No. 26-149
8. Final Plat
9. Resolution No. 26-150
10. Development Agreement
11. City Engineer Memo dated August 4, 2026
12. Environmental Coordinator Memo dated August 4, 2026

MN

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F3 SITE PLAN
1" = 50'-0"

0 37'-6" 75'

MONUMENT SIGN, SEE SITE
LAYOUT PLAN - L1.0 FOR LOCATION

CAMPUS SUMMARY:

155 INDEPENDENT LIVING (IL) UNITS
35 ASSISTED LIVING (AL) UNITS
16 MEMORY CARE (MC) UNITS
61 SKILLED CARE (SNF) UNITS
20 TOWNHOMES

MAIN BUILDING GSF: 293,402 SF
(INCLUDING BASEMENT)

MULTI-USE COMMERCIAL/ IL
BUILDING GSF: 137,427 SF
(INCLUDING BASEMENT)

TOWNHOME SF: 1,480 SF

PARKING STALL COUNTS:
REFER TO CIVIL SHEET: SITE PLAN
OVERALL - C1.20

MONUMENT SIGN, SEE SHEET SIGNAGE EXTERIOR, A17

POTENTIAL DIRECTIONAL SIGNAGE
LOCATION

Lyngblomsten Lino
Lakes Campus

Lyngblomsten
1415 Almond Avenue,
Saint Paul, MN 55108



WOLD ARCHITECTS
AND ENGINEERS

50 South 6th Street, Suite 2250
Minneapolis, Minnesota 55402
wolda.com | 612 772 9025

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

ARCHITECT

under the laws of the State of MINNESOTA

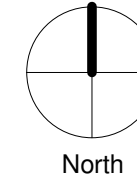
Sara Malin

License Number: 40063 Date:

Revisions

Description	Date	Num
PUD Submittal	10/08/2018	1
PUD Resubmittal	01/14/2019	2
PUD Resubmittal	03/11/2019	3
DD SET	06/28/2019	4
CD CHECK SET	08/30/2019	5
CD QAO CHECK SET	09/22/2019	6
CD SET	10/04/2019	7
PUD DEV STAGE RESUB	05/11/2020	8
PUD AMENDMENT 3	11/10/2025	9
PUD AMENDMENT 4	03/09/2025	10

Comm: 196015
Date: 10/4/19
Drawn: Author
Check: Checker



SITE PLAN

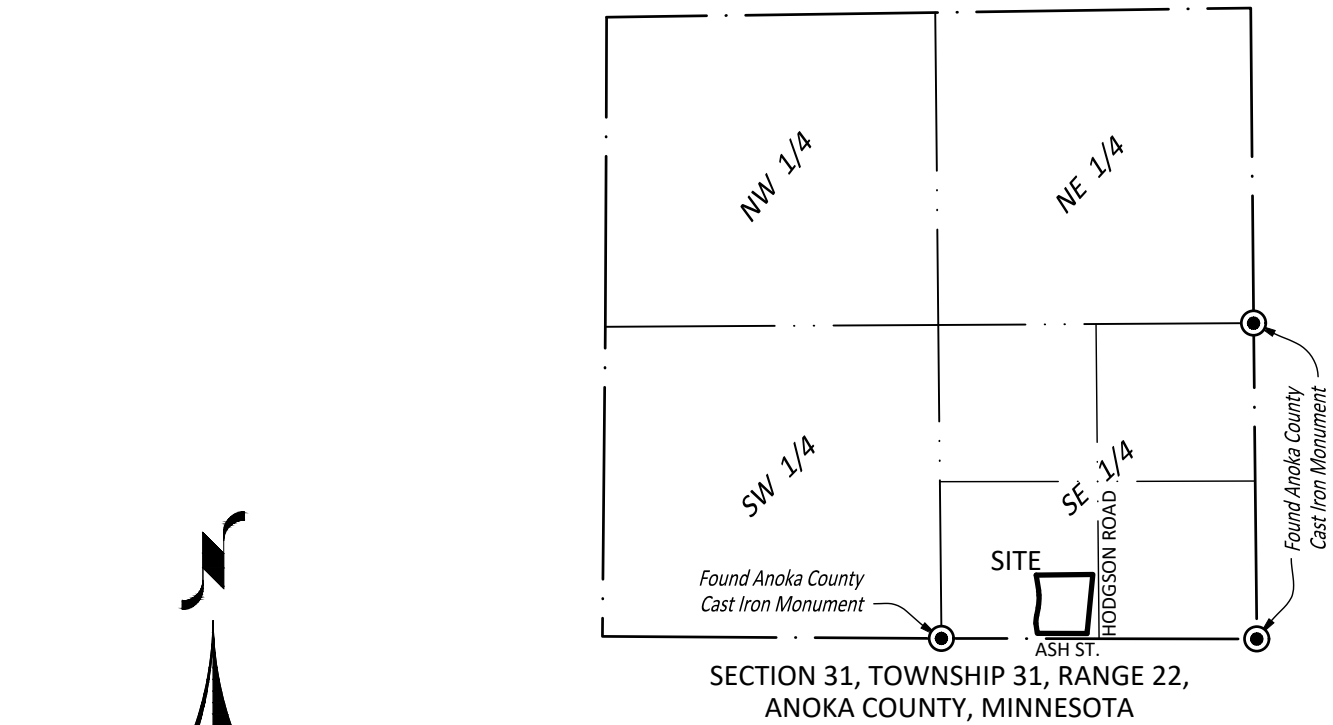
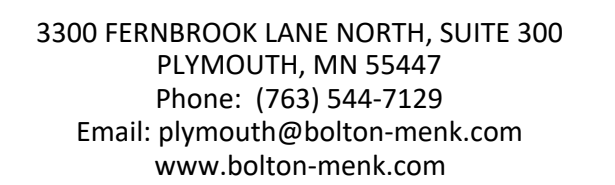
Scale: 1" = 50'-0"

A2

C

Lyngblomsten
1415 Almond Ave, St Paul, MN
55108

Lyngblomsten
1415 Almond Ave, St Paul, MN
55108



A horizontal scale bar with alternating black and white segments. It is marked with '0' at the left end, '30' at the midpoint, and '60' at the right end. Below the bar, the text 'SCALE IN FEET' is centered.

Horizontal Datum: Anoka County Coordinate System (1996 Adj.)

Benchmark: MNDOT monument "LINO MNMT", located in the northeast quadrant of Sunset Road and 35W
Elevation = 929.349

●	MONUMENT SET		BENCH
●	MONUMENT FOUND		BOLLARD
●	CAST IRON MONUMENT FOUND		MAILBOX
□	HANDHOLE		SOIL BORING
□	METER		SIGNON TRAFFIC
□	UTILITY PEDESTAL COMMUNICATION		CATCH BASIN RECTANGULAR
□	VAULT COMMUNICATIONS		MANHOLE STORM
□	TRANSFORMER ELECTRIC		TRAFFIC SIGN (DESCRIBE)
	LIGHT-GROUND		POLE - GUY WIRE/ANCHOR
①	MANHOLE ELECTRIC		TREE - CONIFEROUS
☼	POLE - LIGHT POLE		TREE - DECIDUOUS
☼	IRRIGATION CONTROL VALVE		CURB STOP WATER SERVICE
☼	UTILITY MARKER GAS		FIRE HYDRANT
☼	CONTROL PANEL SANITARY		MANHOLE WATER
①	LIFT STATION SANITARY		VALVE WATERMAIN
③	MANHOLE SANITARY		
—	UNDERGROUND COMMUNICATION		TREE DRIP LINE MULTIPLE
—	UNDERGROUND COMMUNICATION DRAWN FROM UTILITY MAPS		CURB & GUTTER
—	UNDERGROUND FIBER OPTIC DRAWN FROM UTILITY MAPS		ADJACENT
—	UNDERGROUND ELECTRIC		EASEMENT
—	UNDERGROUND GAS		RIGHT OF WAY
—	UNDERGROUND SANITARY		SIXTEENTH LINE
—	UNDERGROUND STORM		QUARTER LINE
—	UNDERGROUND WATERMAIN		SECTION LINE
—	FENCE		INDEX CONTOUR
—	FENCE IRON		INTERMEDIATE CONTOUR
			CONCRETE SURFACE
			BITUMINOUS SURFACE

LEGAL DESCRIPTION

Lot 2, Block 2, and Outlot C, LYNGBLOMSTEN AT LINO LAKES ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Anoka County, Minnesota.

SURVEYOR'S NOTES

- A) PROPERTY ZONED: PUD, Planned Unit Development
B) CONTOUR INTERVAL = 1 FT. & 5 FT.
C) UTILITIES SHOWN PER GOPHER STATE ONE CALL TICKET NO. 260480504
D.) = Public utilities shown drawn from existing record plan data.

E.) = Private utilities shown drawn from maps provided by Gopher State State One Call Ticket NO. 240571302
F) This property is contained in Zone X (areas determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map No. 27003C0344E, Community Panel No. 2700150344E effective date of December 16, 2015.
G.) Field work completed 2/26/2026

SITE DATA

TOTAL AREA = 146,507 SQ. FT. OR 3.36 ACRES

[illegible]Comm: 266010Date: 07/17/2026

Drawn: CDJ

Check: MRS

PREL

FREE PLATE

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Scale: AS INDI

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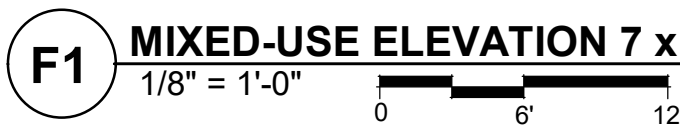
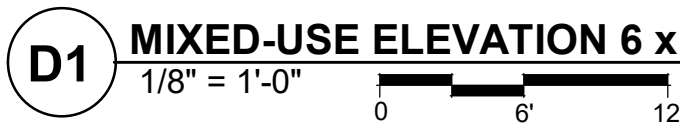
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114

Lyngblomsten
1415 Almond Ave,
Saint Paul, MN 55108



**WOLD ARCHITECTS
AND ENGINEERS**
50 South 6th Street, Suite 2250
Minneapolis, Minnesota 55402
woldae.com | 612 772 9025



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
ARCHITECT
 under the laws of the State of **Minnesota**

Comm: **260201049**
Date: _____
Drawn: **CN/JDV/KF**
Check: **BP**

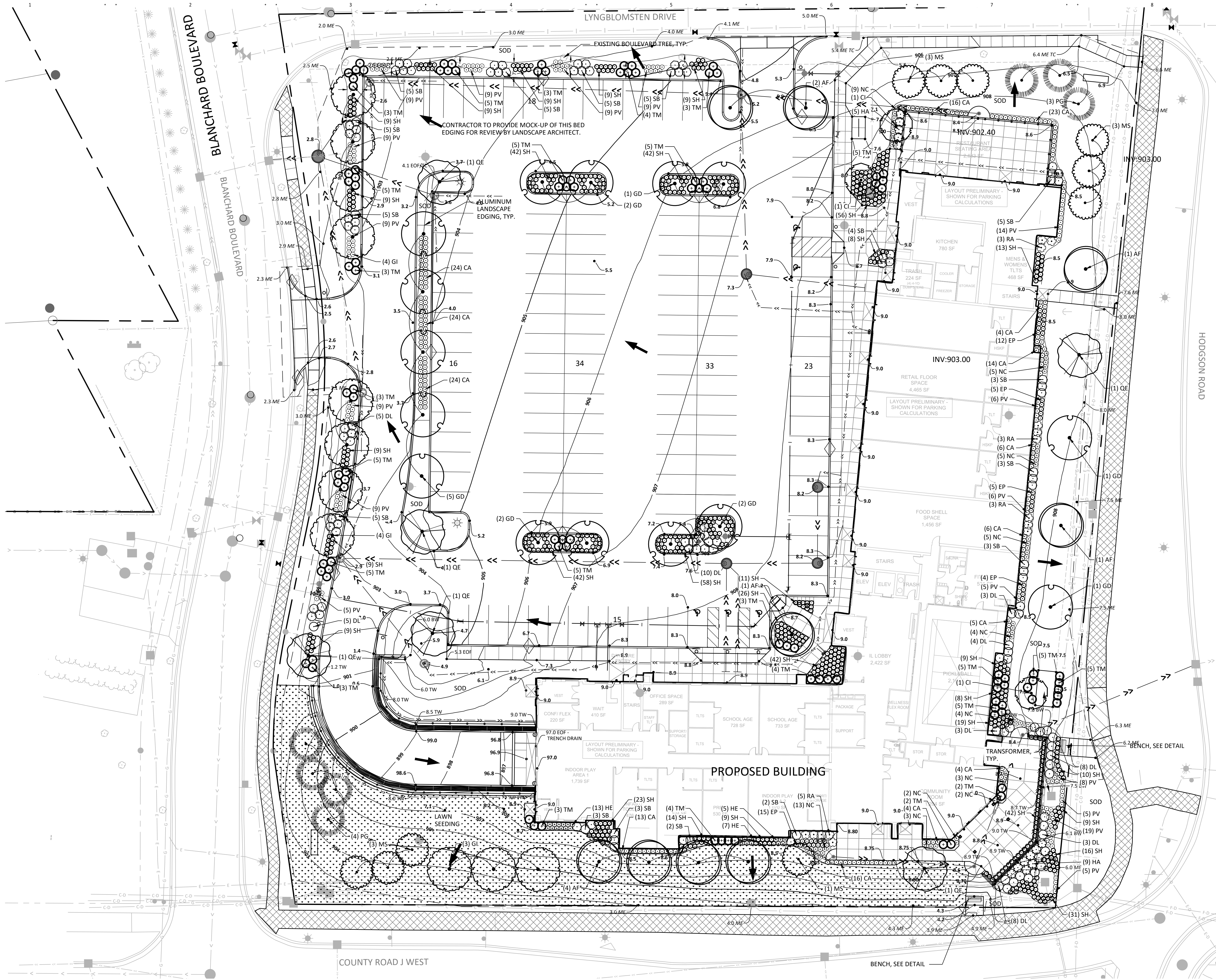
MIXED-USE EXTERIOR ELEVATIONS

Scale: 1/8" = 1'-0"

A5.106

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PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	CALIPER	HEIGHT	CONTAINER	SPACING
CANOPY TREES							
AF	9	ACER X FREEMANNI 'AUTUMN GLEN'	SIENNA GLEN FREEMAN MAPLE	2" CAL.	N.A.	B&B	PER PLAN
GI	11	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	SKYLINE HONEY LOCUST	2" CAL.	N.A.	B&B	PER PLAN
GD	15	GYMNOCLADUS DIOICUS 'ESPRESSO'	KENTUCKY COFFEETREE	2" CAL.	N.A.	B&B	PER PLAN
QE	6	QUERCUS ELIPSOIDALIS	NORTHERN PIN OAK	2" CAL.	N.A.	B&B	PER PLAN
EVERGREEN TREES							
PG	7	PICEA GLAUCA DENSATA	BLACK HILLS SPRUCE	N.A.	6'-8' HT.	B&B	PER PLAN
ORNAMENTAL TREES							
CI	3	CRATAEGUS CRUS-GALLI INERMIS	THORNLESS COCKSPUR HAWTHORN	1.5" CAL.	N.A.	B&B	PER PLAN
MS	10	MALUS X 'SPRING SNOW'	SPRING SNOW CRABAPPLE	1.5" CAL.	N.A.	B&B	PER PLAN
SHRUBS							
DL	50	DIERVILLA LONICERA 'MICHIGAN SUNSET'	DWARF BUSH HONEYSUCKLE	N.A.		#5 CONT.	48" O.C.
HA	14	HYDRANGEA ARBORESCENS 'ANNABELLE'	ANNABELLE HYDRANGEA	N.A.		#5 CONT.	48" O.C.
RA	14	RAULUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	N.A.		#5 CONT.	48" O.C.
SB	63	SPIRAEA JAPONICA 'GOLDFLAME'	GOLDFLAME JAPANESE SPIREA	N.A.		#5 CONT.	48" O.C.
TM	103	TAXUS X MEDIA 'TAUNTONI'	TAUNTON'S ANGLO-JAPANESE YEW	N.A.		#5 CONT.	48" O.C.
PERENNIALS							
CA	183	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	N.A.		#1 CONT.	24" O.C.
EP	41	ECHINACEA X 'PAS702917'	POWWOW® WILD BERRY CONEFLOWER	N.A.		#1 CONT.	24" O.C.
HE	25	HEMEROCALLIS X 'STELLA DE ORO'	STELLA DE ORO DAYLILY	N.A.		#1 CONT.	24" O.C.
NC	57	NEPETA X 'CAT'S PAJAMAS'	CAT'S PAJAMAS CATMINT	N.A.		#1 CONT.	24" O.C.
PV	145	PANICUM VIRGATUM 'PRAIRIE FIRE'	PRAIRIE FIRE SWITCH GRASS	N.A.		#1 CONT.	24" O.C.
SH	610	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSIED	N.A.		#1 CONT.	24" O.C.

GENERAL NOTES:

- CONTRACTOR SHALL FOLLOW MNDOT SECTION 2571 & CITY OF LINO LAKES CONSTRUCTION SPECIFICATIONS UNLESS SPECIFICALLY NOTED OTHERWISE ON PLANS AND DETAILS.
- CONTRACTOR TO COORDINATE WORK WITH ANY OTHER PROJECTS IN THE AREA.
- CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO ANY EXISTING UTILITIES OR FEATURES ON SITE (SIGNS, LIGHTS, CURBS, SIDEWALK, PLANT MATERIAL, ETC...) WHICH MAY OCCUR DURING CONSTRUCTION. NO CLAIMS OR PAYMENT FOR DAMAGE AND/OR REPLACEMENT WILL BE ALLOWED.
- CONTRACTOR SHALL LEGALLY DISPOSE OF EXCESS MATERIALS OFF-SITE. NO PAYMENT FOR DISPOSAL FEES OR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO DISPOSAL SITES. DISPOSE ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS. NO WASTE MATERIAL SHALL BE PLACED WITHIN THE RIGHT-OF-WAY OR ON PUBLIC ROADWAYS. PROVIDE ANY ADDITIONAL EXCAVATION REQUIRED FOR LIMITED RE-SHAPING OF ADJACENT AREAS TO ALLOW FOR DRAINAGE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIALS AND EQUIPMENT DURING NON-WORKING HOURS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING SOIL AND DEBRIS DEPOSITED BY CONSTRUCTION ACTIVITY OFF STREETS, DRIVEWAYS, SIDEWALKS, AND ADJACENT PROPERTIES. THE CONTRACTOR SHALL REMOVE ANY AND ALL SUCH DEBRIS SPILLED IMMEDIATELY. ALL PAVED STREETS AND WALKS SHALL BE MAINTAINED BY POWER BRUSH OR STREET SWEEPER THROUGHOUT CONSTRUCTION PERIOD.
- PROTECT EXISTING WALKS, DRIVEWAYS AND STREET SURFACING UNLESS SPECIFICALLY NOTED OTHERWISE. REMOVE AND REPLACE DAMAGED SURFACING WITHOUT ADDITIONAL COMPENSATION.
- THE CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES TO WITHIN CONSTRUCTION LIMITS UNLESS OTHERWISE AUTHORIZED BY THE OWNER IN WRITING PRIOR TO ACTIVITY.
- SOD ALL DISTURBED AREAS NOT COVERED BY PAVEMENT, BUILDING, OR PLANTING BEDS UNLESS OTHERWISE NOTED. SEE SHEET C1.52 FOR ADDITIONAL RESTORATION INFORMATION.
- PLANT QUANTITIES ARE FOR INFORMATION ONLY. PLANT SCHEDULE WILL PREVAIL IF CONFLICT OCCURS.
- CONTRACTOR SHALL PLACE HARDWOOD MULCH AROUND ALL TREES AND IN ALL PLANTING BEDS TO A DEPTH OF 3".
- THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE ENGINEER.
- THE REQUIRED LANDSCAPING SHALL BE MAINTAINED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF ZONING COMPLIANCE.

IRRIGATION NOTES:

- INCLUDE ALL COMPONENTS NECESSARY FOR A COMPLETE, INDEPENDENT IRRIGATION SYSTEM FOR THIS SITE INCLUDING BUT NOT LIMITED TO BACKFLOW PREVENTER, PRESSURE REDUCING VALVE, AND METER AS REQUIRED BY THE UTILITY PROVIDER.
- IRRIGATION ASSUMES SUITABLE WATER QUALITY FREE OF SALTS AND OTHER CONTAMINANTS. WATER SOURCE BY OTHERS. LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR DAMAGES INCURRED DUE TO CONTAMINATED WATER SOURCE.
- PERENNIAL AND SHRUB BEDS SHALL BE IRRIGATED WITH DRIP IRRIGATION.
- ALL TURF AREAS SHALL BE IRRIGATED WITH SPRAY HEADS OR ROTORS.

PLANTING CALCULATIONS:

FOUNDATION PLANTINGS

REQUIREMENT: 2 LG TREES + 6 LG SHRUBS PER 100 LF OF BLDG
(1 LG TREE = 1.5 MEDIUM OR 2 SMALL TREES)
(1 LG SHRUB = 1.5 MEDIUM OR 2 SMALL SHRUBS)
FRONT & STREET FACING DISTANCE = 494 LF
TREES REQUIRED (LARGE) = 10
SHRUBS REQUIRED (LARGE) = 30
TREES PROVIDED: 10 LG + 5 MED = 13 LG
SHRUBS PROVIDED: 0 LG + 86 MED + 341 SM = 227 LG

OPEN AREA PLANTINGS

REQUIREMENT: 1 LG TREE + 2 LG SHRUBS PER 2,500 SF OPEN SPACE
(1 LG TREE = 1.5 MEDIUM OR 2 SMALL TREES)
(1 LG SHRUB = 1.5 MEDIUM OR 2 SMALL SHRUBS)
OPEN AREA = 33,995 SF
TREES REQUIRED (LARGE) = 14
SHRUBS REQUIRED (LARGE) = 28
TREES PROVIDED: 10 LG + 6 MD = 14 LG
SHRUBS PROVIDED: 0 LG + 21 MED + 247 SM = 137 LG

BUFFER & SCREEN PLANTINGS

SEE PLAN. NO CALCULATIONS REQUIRED.

PARKING LOT CANOPY COVERAGE PLANTINGS

REQUIREMENT: 40% MIN. COVERAGE
VEHICULAR HARDSCAPE = 53,603 SF
CANOPY AREA REQUIRED (54,375 x 0.4) = 21,441 SF
CANOPY COVERAGE PROVIDED = 24,275 SF
7 LARGE TREES IN ONE ISLAND (1200) = 8,400 SF
9 LARGE TREES 100% COV. (X950) = 8,550 SF
12 LARGE TREES 50% COV. (X 600) = 7,200 SF
1 MEDIUM TREE 25% COV. (X125) = 125 SF

Lyngblomsten Lino Lakes Mixed Use Building

6070 Blanchard Blvd, Lino Lakes, MN 55014

Lyngblomsten

1415 Almond Ave, St Paul, MN 55108



WOLD ARCHITECTS AND ENGINEERS

50 South 6th Street, Suite 2250
Minneapolis, Minnesota 55402
woldac.com | 612.772.9025



3300 FERNBROOK LANE NORTH, SUITE 300
PLYMOUTH, MN 55447
Phone: (763) 544-7129
Email: plymouth@bolton-menk.com
www.bolton-menk.com

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 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

SAMUEL J. KESSEL
LIC. NO. 50677 DATE 07/13/2026

Revisions		
Description	Date	Num
PUD DEV STAGE RESUB	06/11/2020	1
PUD DEV STAGE RESUB	07/13/2020	2
PUD AMENDMENT 3	11/10/2025	3
PUD AMENDMENT 4	03/08/2026	4
PUD AMENDMENT 4 RESUB	06/08/2026	5
PUD AMENDMENT 4 RESUB	07/22/2026	6

Comm: 266010
Date: 07/13/2026
Drawn: TMB
Check: SJM

LANDSCAPE PLAN SOUTH

Scale: 1:20

L1.02



**Master Planning Study
Hodgson Road & CR J**

City of Lino Lakes

MASTER PLAN



**Master Planning Study
Hodgson Road & CR J**

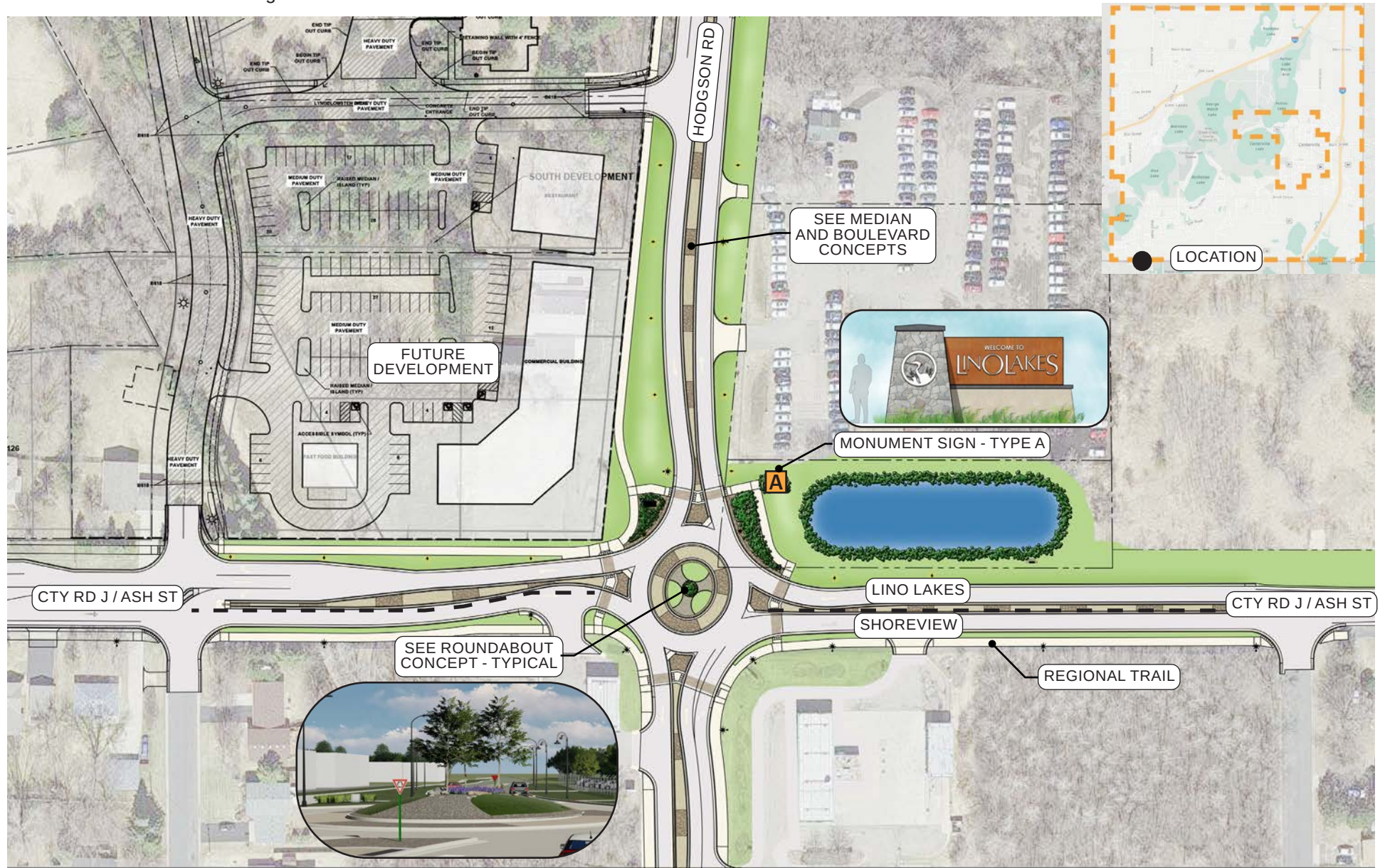
City of Lino Lakes

**HODGSON/CR J
NORTHEAST
CORNER
PERSPECTIVE**

CONCEPT DESIGN | HODGSON ROAD AND COUNTY ROAD J

PRIMARY GATEWAY

This primary gateway is an entrance into the city of Lino Lakes from the south, adjacent to the city of Shoreview. The roundabout island follows the design shown in "Roundabout Design - Typical". (1) One "Monument Sign Type A" will be located in the NE quadrant of the intersection (as shown below) creating a gateway as users enter Lino Lakes on Hodgson Road.



CONCEPT DESIGN | HODGSON ROAD AND COUNTY ROAD J

PRIMARY GATEWAY - RENDERING



BIRD'S EYE VIEW FROM SOUTH SIDE OF ROUNDABOUT

**CITY OF LINO LAKES
RESOLUTION NO. 26-149**

APPROVING LYNGBLOMSTEN AT LINO LAKES SECOND ADDITION PUD FINAL PLAN/FINAL PLAT

WHEREAS, on June 11, 2026, the City received a complete land use application for Lyngblomsten at Lino Lakes Second Addition PUD Final Plan/Final Plat hereafter referred to as Development; and

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

- Lyngblomsten Lino Lakes Campus-City Submittal Plan Set prepared by Wold Architects and Engineers dated July 22, 2026
- Lyngblomsten Lino Lakes Campus-City Submittal Final PUD (Amendment 4) Plan Set prepared by Wold Architects and Engineers dated July 22, 2026
- Stormwater Management Report prepared by Bolton & Menk revision date March 6, 2026
- Geotechnical Evaluation Report prepared by Braun Intertec dated June 4, 2026
- Traffic Study prepared by Transportation Collaborative & Consultants, LLC dated March 6, 2026
- Use Area Tabulation submitted by Wold Architects and Engineers dated June 8, 2026
- Title Commitment dated May 26, 2026; and

WHEREAS, on May 11, 2026, the City Council approved a preliminary plat amendment with Resolution No. 26-64; and

WHEREAS, on July 8, 2026, the Planning & Zoning Board reviewed and recommended approval of the Development; and

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

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

FINDINGS OF FACT

Per City Code Section 1001.057 Review, Approval or Denial:

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

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

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

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

NA. This is a mixed use development.

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

The City Attorney reviewed the title commitment and final plat. All mortgage holders may need to consent to plat and the development agreement.

- (d) Completed development contract.

A Development Agreement has been completed and shall be executed.

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

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

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

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

BE IT FURTHER RESOLVED the Lyngblomsten at Lino Lakes Second Addition PUD Final Plan/Final Plat is approved subject to the following conditions:

1. The requirements of Ordinance No. 07-19, Resolution No. 19-42, Resolution No. 20-44, Resolution No. 20-94, Resolution No. 23-126, Resolution No. 26-04, and Resolution No. 26-64 are still in effect.
2. The amended Design Guidelines-Lyngblomsten at Lino Lakes provide additional development guidance.
3. A separate administrative permit application is required for the restaurant accessory outdoor dining.

4. Commercial tenant storage areas and materials shall not be visible from the outside.

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

1. All comments from City Attorney regarding the title commitment and final plat shall be addressed.
 - a. All mortgage holders need to consent to plat and the development agreement.

BE IT FURTHER RESOLVED the following items shall be addressed prior to issuing a building permit:

1. All comments from the City Engineer memo dated August 4, 2026.
2. All comments from the Environmental Coordinator memo dated August 4, 2026.
3. The following documents shall be recorded:
 - a. Final Plat
 - b. Development Agreement
 - c. Anoka County License Agreement
 - d. Ordinance No. 04-26 vacating drainage and utility easement.

Adopted by the City Council of the City of Lino Lakes this 10th day of August, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

LYNGBLOMSTEN AT LINO LAKES SECOND ADDITION

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

Lot 2, Block 2, and Outlot C, LYNGBLOMSTEN AT LINO LAKES ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as LYNGBLOMSTEN AT LINO LAKES SECOND ADDITION and does hereby dedicate to the public for public use the public way and drainage and utility easements as created by this plat.

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

LYNGBLOMSTEN AT LINO LAKES, LLC

SIGNED: _____

By: _____, as _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____, by _____,
as _____ of Lyngblomsten at Lino Lakes, LLC, a Minnesota limited liability
company, on behalf of the company.

Notary Public, _____
My Commission Expires _____

Notary Printed Name _____

SURVEYORS CERTIFICATE

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

Dated this _____ day of _____, 20_____.

Mark R. Salo, Licensed Land Surveyor

Minnesota License No. 43933

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____ by Mark R. Salo.

Notary Public, _____ County, Minnesota
My Commission Expires _____

Notary Printed Name _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

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

City Council, City of Lino Lakes, Minnesota

By _____, Mayor By _____, Clerk

COUNTY SURVEYOR

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

David M. Zieglmeier, Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

By _____

Property Tax Administrator

By _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA

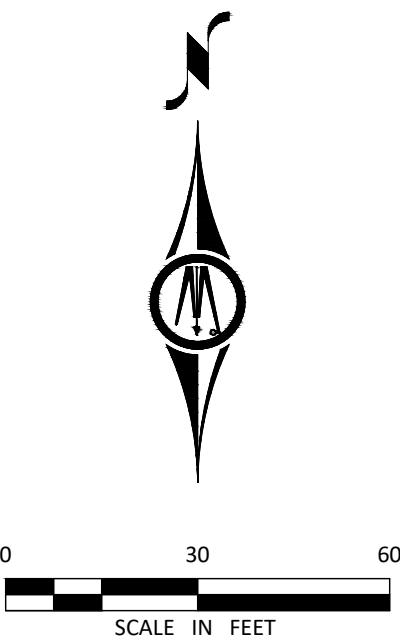
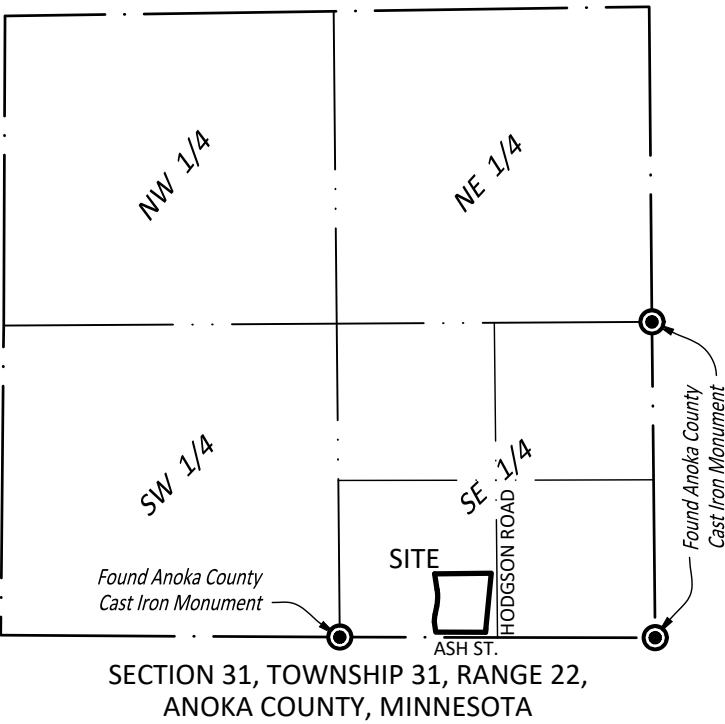
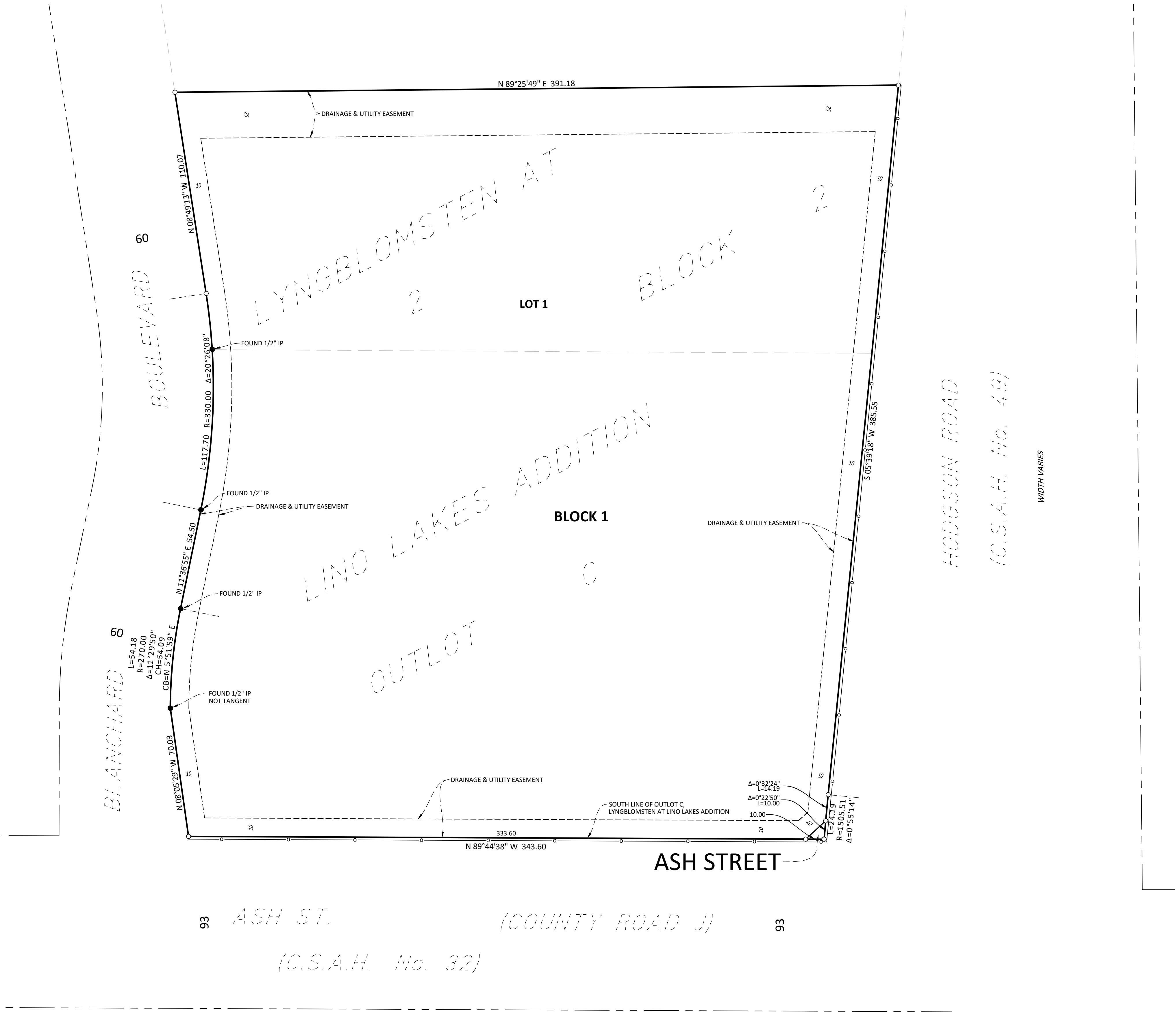
I hereby certify that this plat of LYNGBLOMSTEN AT LINO LAKES SECOND ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20_____, at ____ o'clock ____ M. and was duly recorded as Document Number _____.

By _____

County Recorder/Registrar of Titles

By _____, Deputy

LYNGBLOMSTEN AT LINO LAKES SECOND ADDITION



For the purpose of this plat the South line of Outlot C, LYNGBLOMSTEN AT LINO LAKES ADDITION, is assumed to bear North 89 degrees 44 minutes 38 seconds West.

- LEGEND**
- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH A PLASTIC CAP MARKED BY LIC. NO. 43933
 - DENOTES 1/2 INCH IRON MONUMENT FOUND, UNLESS OTHERWISE NOTED
 - ADJACENT PARCEL LINES
 - - - EASEMENT LINE
 - - - EXISTING EASEMENT LINE
 - - - RIGHT OF WAY
 - PLAT BOUNDARY LINE
 - LOT LINE
 - ANOKA COUNTY ACCESS CONTROL

**CITY OF LINO LAKES
RESOLUTION NO. 26-150**

**APPROVING LYNBLOMSTEN AT LINO LAKES SECOND ADDITION
PLANNED UNIT DEVELOPMENT AGREEMENT**

WHEREAS, on August 10, 2026 the City Council passed Resolution No. 26-149 approving Lyngblomsten at Lino Lakes Second Addition PUD Final Plan/Final Plat; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the Planned Unit Development Agreement is approved and authorizes the Mayor and City Clerk to execute such agreement on behalf of the City

Adopted by the City Council of the City of Lino Lakes this 10th day of August, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

PLANNED UNIT DEVELOPMENT AGREEMENT

Lyngblomsten at Lino Lakes Second Addition

THIS AGREEMENT is made this ____ day of _____, 2026, by and between the City of Lino Lakes ("City"), a Minnesota municipal corporation, and Lyngblomsten at Lino Lakes II, LLC ("Developer").

1. **Subdivision.** Developer received preliminary plat approval from the City by Resolution No. 26-64 for a plat known as Lyngblomsten at Lino Lakes Second Addition ("Subdivision"). Unless otherwise stated, all terms and conditions of this Agreement relate to work within the Subdivision.
2. **Final Plat Approval.** The City's approval of the final plat of Lyngblomsten at Lino Lakes Second Addition is contingent upon execution and delivery of this agreement, all required petitions, bonds, security, and other documents required by the City, and satisfaction of all conditions of approval required by Resolution No. 26-149. The Final Plat including 1 lot is attached hereto as Exhibit A.
3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the City and are fully executed.
4. **Developer Plans.**
 - a. The Subdivision shall be developed in accordance with the following Developer Plans, original copies of which are on file with the City Engineer. The Developer Plans may be prepared and revised after entering into this Agreement but must be approved by the City before commencement of any work. If the plans vary from the written terms of this Agreement, this Agreement shall control.
 - b. The Developer Plans as of the date of this Agreement are:
 - i. Lyngblomsten Lino Lakes Campus City Submittal – Final PUD (Amendment 4), prepared by Wold Architects and Engineers and Bolton & Menk, revised July 28, 2026.
5. **Permits.** The Developer shall be responsible for securing all site grading and development approvals and all other required permits from all appropriate Federal, State, Regional and Local jurisdictions prior to the commencement of site grading or construction and prior to the City awarding construction contracts for public improvements.

6. **Developer Improvements.** The Developer shall secure a contractor to install the improvements described in this paragraph, or otherwise required herein to be installed by Developer, hereinafter referred to as the “Developer Improvements,” which contractor shall be approved by the City in its absolute and sole discretion. Weis Builders is approved as a contractor. The Developer Improvements shall be constructed per the City Standard Specifications for Construction April 2026, current version.

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

a. Site Grading

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

b. Grading and Erosion Control

- i. The Developer shall grade the site to within 0.2 foot of the grades shown on the approved grading plan. No deviations will be allowed unless a revised plan is submitted and approved in writing by the City and all other regulatory agencies.
- ii. The street right-of-way, storm water storage ponds, and surface water drainage ways shall be graded prior to commencement of utility construction. Not less than four inches of topsoil and a City approved seed mix shall be installed within disturbed areas, and seed mix information shall be provided to the City (identified in the Developer Plans). Surface water management systems shall be maintained by the Developer until they are accepted by the City.
- iii. The Developer shall be responsible for ascertaining that site geotechnical and groundwater conditions are adequate and conforming with the grading and site improvement as proposed. The Developer shall provide testing from an approved testing company.

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

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

Developer shall be responsible for vegetative restoration of ponding areas, outlots, wetland mitigation areas, and other native planting areas identified on the plans in accordance with City Standard Specifications for Construction. Developer shall provide a contract with a qualified firm for the establishment and maintenance of all open space / native plant areas. Said contract shall cover a minimum of the 3 year establishment period, from the date of planting.

- j. The Developer shall arrange for all gas, telecommunications, cable, internet, electric, and other necessary private utility services to the Subdivision in accordance with City Code and State law. The utilities are required to be located within a joint trench. Street light installations shall be initiated by the Developer with City Engineer approval. The Developer is solely responsible for the cost of private utility and internet installation.
 - k. The Developer shall install mailboxes in accordance with Federal and Postal Service regulations.
 - l. The Developer shall install wetland buffer signs per City standard detail plates prior to the issuance of building permits.
7. **Time of Performance.** The Developer shall install all required improvements enumerated in Paragraph 6 by May 31, 2028. The Developer may request a reasonable extension of time from the City. If the extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

8. **City Improvements.**

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

9. Record Drawings.

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

10. Faithful Performance of Construction Contracts and Security.

- a. The Developer will fully and faithfully comply with all terms and conditions of any and all contracts entered into by the Developer for the installation and construction of all Developer Improvements. Concurrent with the execution hereof by the Developer, the Developer will furnish to, and at all times thereafter maintain with the City, a cash deposit, certified check, or Irrevocable Letter of Credit, based on one hundred fifty (150%) percent of the total estimated cost of Developer's Improvements as determined by the City Engineer.
- b. Irrevocable Letter of Credit. If an Irrevocable Letter of Credit is utilized, it shall be for the exclusive use and benefit of the City of Lino Lakes and shall state that it is issued to guarantee and assure performance by the Developer of all the terms and conditions of this Development Agreement and construction of all required improvements referenced therein in accordance with the ordinances and specifications of the City. The letter shall be in a form, and from a bank, as approved by the City. The City reserves the right to draw, in whole or in part, on any portion of the Irrevocable Letter of Credit for the purpose of guaranteeing the terms and conditions of this agreement. The Irrevocable Letter of Credit shall be automatically extended for additional periods of one year from present or future expiration dates on an annual basis, unless at least sixty (60) days prior to the expiration date, the Community Development Director and City Engineer, are

notified by certified mail or overnight courier, that the Letter of Credit will not be extended.

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

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

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

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

- a. Public Land Dedication

Mixed Use Building	Total #	Units or Acres	Fee per Unit or Acre	Total
Commercial	3.36	acres	\$2,725	\$9,156
Independent Senior Living Units	59	units	\$3,800	\$224,200
			TOTAL	\$233,356

- b. The Developer previously paid 15 months of maintenance and energy costs for street lights installed within the Subject Property at the rate of \$8/month/light, with the first phase of development. No further fees are due for street lighting.

- c. GIS Mapping Fees

- d. Trunk Sewer Connection Fees

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

Trunk Charge

The trunk charge was paid with first phase of development.

Sanitary Sewer	\$1,855.00 Per Unit
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Availability Charge

Commercial/Industrial/Institutional availability charges shall be paid at the time of building permit. Fees are based on the number of sanitary access charge (SAC) units assigned by Metropolitan Council Environmental Services (MCES). Residential uses shall be assigned one unit per dwelling unit unless otherwise noted by MCES.

City Sewer (CSAC)	\$1,737.00 Per SAC Unit
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Trunk sewer unit charges addressed under this paragraph are in addition to any SAC charges imposed by Metropolitan Council Environmental Services. An estimate of the total charge is specified in Exhibit B.

e. Trunk Water Connection Fees

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

Trunk Charge

The trunk charge was paid with first phase of development.

Water	\$2,666.00 Per Unit
-------	---------------------

Availability Charge

Commercial/Industrial/Institutional availability charges shall be paid at the time of building permit. Fees are based on the number of sanitary access charge (SAC) units assigned by Metropolitan Council Environmental Services (MCES). Residential uses shall be assigned one unit per dwelling unit unless otherwise noted by MCES.

City Water (CWAC)	\$1,677.00 Per SAC Unit
-------------------	-------------------------

An estimate of the total charge is specified in Exhibit B.

f. Surface Water Management Area Charges

The City established a trunk area charge to uniformly distribute the costs of public trunk surface water infrastructure and water quality improvements. The Surface Water Management Area Charge was paid with first phase of development.

17. **Assessment of Charges and Waiver of Rights. [Not applicable.]**

18. **Building Permits.** No building permits shall be issued until execution of this Agreement and provision of all security required under this Agreement.

19. **Special Provisions.**

a. There are no Special Provisions.

20. **Hours of Construction Activity.**

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

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

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

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

23. **General.**

a. Binding Effect

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

b. Validity.

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

c. Notices

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

To Developer: Jeff Heinecke
 Lyngblomsten at Lino Lakes II, LLC

1415 Almond Ave
St. Paul, MN 55108

With copy to: Judd Fenlon
Grand Real Estate Advisors, LLC
90 Dale St. South
St. Paul, MN 55102

To City: Community Development Director
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014

24. Land Use Controls - Planned Unit Development.

- a. Resolution No. 19-42 as amended approving the Lyngblomsten PUD Development Stage Plan/Preliminary Plat remains in effect.
- b. The Design Guidelines-Lyngblomsten at Lino Lakes provide additional development guidance.
- c. All landscaping, benches, amenities, etc. on private property and within road right-of-way shall be maintained by Lyngblomsten at Lino Lakes II, LLC or other private entity.
- d. A separate administrative permit application is required for the restaurant accessory outdoor dining.

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

CITY OF LINO LAKES

By _____
Mayor

ATTEST

By _____
City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____ day of _____, 2026,
by Rob Rafferty as Mayor of the City of Lino Lakes on behalf of said City.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____ day of _____, 2026,
by Roberta Colotti as City Clerk of the City of Lino Lakes on behalf of said City.

Notary Public

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

DEVELOPER
LYNGBLOMSTEN AT LINO LAKES II LLC

By _____
Jeffrey Heinecke
Its President and CEO

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2026, before me, a Notary Public within and for said County, personally appeared Jeffrey Heinecke, President and CEO of Lyngblomsten at Lino Lakes II LLC, a Minnesota limited liability company (Developer), who executed the foregoing instrument on behalf of said company.

Notary Public

This instrument was drafted by:

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

CONSENT AND SUBORDINATION

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

IN WITNESS WHEREOF, _____, has caused this Consent and Subordination to be executed this ____ day of _____, 2026.

By:

Its:

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this _____ day of _____, 2026, before me, a Notary Public within and for said County, personally appeared _____, who executed the foregoing instrument.

Notary Public

EXHIBIT A

Final Plat

Legal Description for Recording Purposes

Lot 1, Block 1, Lyngblomsten at Lino Lakes Second Addition, Anoka County, Minnesota,
according to the recorded plat thereof.

LYNGBLOMSTEN AT LINO LAKES SECOND ADDITION

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

Lot 2, Block 2, and Outlot C, LYNGBLOMSTEN AT LINO LAKES ADDITION, according to said plat on file and of record in the office of the County Recorder, in and for, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as LYNGBLOMSTEN AT LINO LAKES SECOND ADDITION and does hereby dedicate to the public for public use the public way and drainage and utility easements as created by this plat.

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

LYNGBLOMSTEN AT LINO LAKES, LLC

SIGNED: _____

By: _____, as _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____, by _____,
as _____ of Lyngblomsten at Lino Lakes, LLC, a Minnesota limited liability
company, on behalf of the company.

Notary Public, _____
My Commission Expires _____

Notary Printed Name _____

SURVEYORS CERTIFICATE

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

Dated this _____ day of _____, 20_____.

Mark R. Salo, Licensed Land Surveyor

Minnesota License No. 43933

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____ by Mark R. Salo.

Notary Public, _____ County, Minnesota
My Commission Expires _____

Notary Printed Name _____

CITY COUNCIL, CITY OF LINO LAKES, MINNESOTA

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

City Council, City of Lino Lakes, Minnesota

By _____, Mayor By _____, Clerk

COUNTY SURVEYOR

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

David M. Zieglmeier, Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

By _____

Property Tax Administrator

By _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA

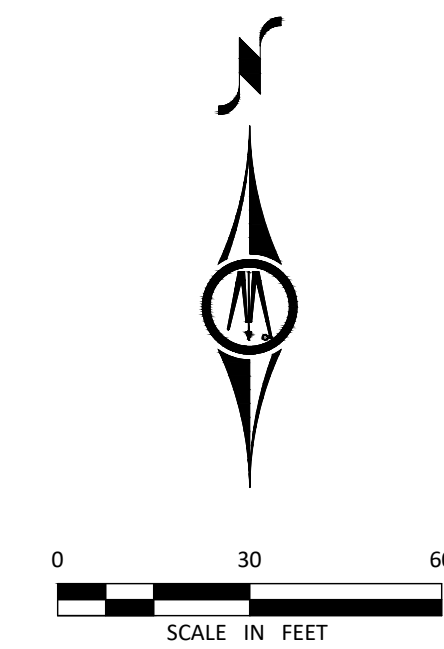
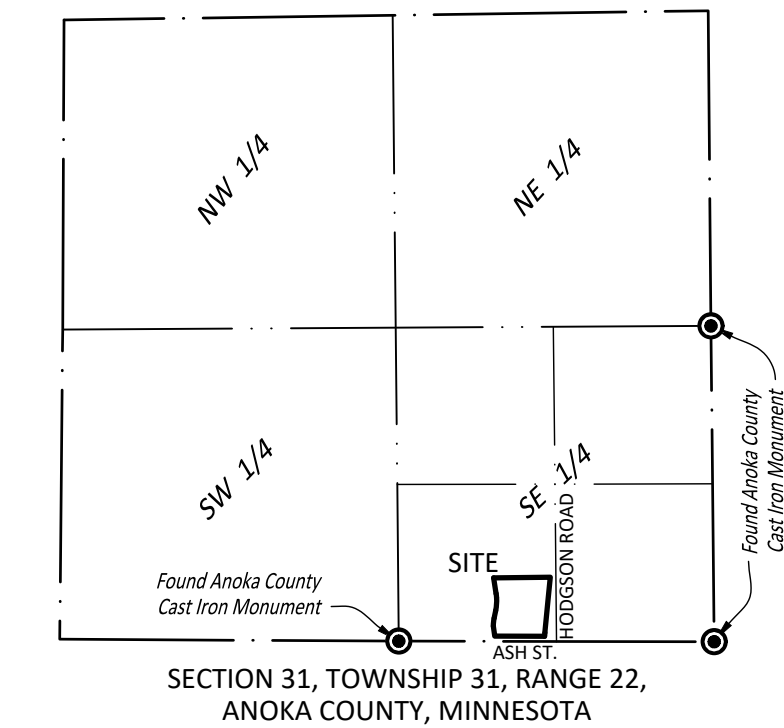
I hereby certify that this plat of LYNGBLOMSTEN AT LINO LAKES SECOND ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20_____, at ____ o'clock ____ M. and was duly recorded as Document Number _____.

By _____

County Recorder/Registrar of Titles

By _____, Deputy

LYNGBLOMSTEN AT LINO LAKES SECOND ADDITION



For the purpose of this plat the South line of Outlot C, LYNGBLOMSTEN AT LINO LAKES ADDITION, is assumed to bear North 89 degrees 44 minutes 38 seconds West.

LEGEND

- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH A PLASTIC CAP MARKED BY LIC. NO. 43933
 - DENOTES 1/2 INCH IRON MONUMENT FOUND, UNLESS OTHERWISE NOTED
-
- ADJACENT PARCEL LINES
 - - - - EASEMENT LINE
 - - - - EXISTING EASEMENT LINE
 - - - - RIGHT OF WAY
 - == PLAT BOUNDARY LINE
 - LOT LINE
 - ANOKA COUNTY ACCESS CONTROL

EXHIBIT B

Securities, Escrows & Fees

EXHIBIT B
Securities, Escrows & Fees

PROJECT: Lyngblomsten at Lino Lakes 2nd Add	NUMBER OF REU's: TBD	
APPLICANT: Lino Lakes, LLC	NO. OF LOT FRONTAGE: 0	
	AREA (ACRES): 3.36	

IMPROVEMENTS	COST
<u>DEVELOPER IMPROVEMENT COSTS (Private)</u>	
SITE GRADING	\$714,000
EROSION CONTROL	\$17,000
LANDSCAPING	\$214,000
PARKING LOT / TRAILS / SIDEWALK	\$473,500
STORM SEWER CONST.	\$62,600
WATERMAIN / HYDRANTS / SANITARY SEWER	\$229,700
FENCES / SCREEN STRUCTURES	\$16,200
TRASH DISPOSAL STRUCTURES	\$28,000
LIGHTING	\$45,000
Total	<u>\$1,800,000</u>
Letter of Credit Amount X 35%	\$630,000

<u>ESCROW for CITY'S COSTS</u>	
PLANNING/ REVIEW	\$0
ADMINISTRATION	\$54,000
ENGINEER PLAN REVIEW	\$2,000
ENGINEER CONSTRUCTION SERVICES	\$3,000
PROJECT FINAL DOCUMENTS & CITY ENGINEER	\$2,000
STREET LIGHT INSTALLATION	\$0
STREET & STORMWATER MAINTENANCE	\$2,500
PROPERTY TAXES	\$0
BOULEVARD TREE PLANTING	\$0
Total	<u>\$63,500</u>

<u>DEVELOPMENT FEES</u>	
PARK DEDICATION	\$233,356
PARK DEDICATION CREDIT	\$0
Subtotal Park Dedication Fee	\$233,356
AUAR	\$0
GIS MAPPING FEE	\$90
STREET LIGHTING OPERATION	\$0
Total	<u>\$233,446</u>

TRUNK SANITARY SEWER	
TRUNK CHARGE PER (ACRE OR UNIT)	\$0
AVAILABILITY CHARGE PER SAC UNIT	\$0
TRUNK SANITARY SEWER CREDIT	\$0
TRUNK WATERMAIN	
TRUNK CHARGE PER (ACRE OR UNIT)	\$0
AVAILABILITY CHARGE PER SAC UNIT	\$0
TRUNK WATERMAIN CREDIT	\$0
TOTAL TRUNK SEWER & WATER FEES	<u>\$0</u>
SURFACE WATER MANAGEMENT	\$0
SURFACE WATER MANAGEMENT CREDIT	<u>\$0</u>
TOTAL SURFACE WATER MANAGEMENT FEES	\$0
Total	<u>\$0</u>

<u>SUMMARY OF SECURITIES, ESCROW & FEES</u>	
SECURITY: DEVELOPER IMP'MENT COSTS	\$630,000
ESCROW FOR CITY COSTS	\$63,500
DEVELOPMENT FEES	\$233,446
SECURITY: TRUNK FEES	\$0

Memorandum

To: Katie Larsen, Lino Lakes City Planner

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

Date: August 4, 2026

Re: Lyngblomsten Nursing Home – Mixed (Residential/Commercial) Use Addition
Final PUD Plan Review
027097-000

WSB's review of the revised Preliminary PUD Plan submittal for the Lyngblomsten Nursing Home Addition in Lino Lakes, MN, prepared by Bolton and Menk and Wold and received June 8, 2026. Our comments were made on the following documents:

- Lyngblomsten – Final PUD prepared by Bolton and Menk, dated June 8, 2026

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

WSB (4/1/2026) original comments in black
 BMI (6/8/2026) responses in red.
 WSB (7/1/2026) responses and new comments in blue.
 BMI (7/22/2026) responses in red.
 WSB (7/1/2026) responses and new comments in green.

Engineering

• General

The Lyngblomsten Nursing Home is proposing a mixed-use (residential/commercial) building to their campus located north of between Hodgson Road (CSAH 49) and Blanchard Boulevard. The proposed building is a mixed-use structure with one lower-level parking level (approx. 29,800 SF), a commercial first floor (approx. 29,800 SF), and three upper residential floors (approx. 26,500 SF/ea). It proposes 59 independent living units as well as retail, restaurant, and daycare facilities on the first floor together with both an underground and outdoor parking areas as well as additional living amenities.

Comments:

1. ~~With the Final PUD plan, provide new building specific plan sheets (similar to the 'preliminary plat sheet S0.1' provided) that accurately depict the current topological information of the site as existing and clearly identify what grading/construction is proposed with the new building.~~

BMI (6/8/2026) This has been provided with the revised submittal

~~WSB (7/1/2026) Complete~~

2. ~~With the Final PUD plan, provide existing conditions plan sheet with removals/demolition required~~
 - a. ~~Identify adjacent existing utilities that will be utilized~~
~~BMI (6/8/2026) This has been provided with the revised submittal~~
~~WSB (7/1/2026) Complete~~

- **Grading**

The Lyngblomsten Mixed Use addition includes limited site grading for the building outdoor parking area and blending into the streets and driveways. The lot was rough-graded with the grading of the overall campus. A grading plan meeting City requirements will need to be submitted as part of the preliminary and final plats.

Comments:

1. With the Final PUD plan, provide new building addition specific grading plan sheet that accurately depicts the current topological information of the site as existing and clearly identify what grading/construction is proposed with the new building addition.
~~BMI (6/8/2026) This has been provided with the revised submittal~~
~~WSB (7/1/2026) See additional redline comments~~
~~BMI (7/22/2026) Refer to plan redline comment response.~~
~~WSB (7/1/2026) See additional redline comments~~
2. ~~All grading will need to meet maximum 3:1 slope requirements~~
~~BMI (6/8/2026) This has been provided with the revised submittal~~
~~WSB (7/1/2026) Complete~~

- **Stormwater Management**

Additional onsite treatment will not be required as the existing ponding areas were designed for drainage from this area. It is presumed that conveyance to these basins will be through an internal storm sewer system and overland swales. The system shall meet the City's and RCWD Stormwater Management requirements.

Comments:

1. With the Final PUD plan, provide s sub-surface drainage system design, similar to the other buildings on site
~~BMI (6/8/2026) This has been provided with the revised submittal~~
~~WSB (7/1/2026) See additional redline comments~~
~~BMI (7/22/2026) Refer to plan redline comment response.~~
~~WSB (7/1/2026) See additional redline comments~~

- **Water Supply/Sanitary Sewer**

A detailed utility plan for the Lyngblomsten Nursing Home Campus addition has not yet been proposed and will need to be submitted for preliminary plat by the applicant. There are 2 sets of existing 8" sanitary sewer and water stubs to the lot. The number of units and demand is within the anticipated capacity of the original campus design for the area and is supported with the existing infrastructure.

Comments:

1. With the Final PUD plan, provide better clarify the current topological information of the site as existing and clearly identify what grading/construction is proposed with the new building addition.
 - a. Show where extension of service stubs will connect to the building (mechanical room, etc.)
 - b. Identify and detail all connections to existing utilities
 - c. Label all water/utility fittings
 - d. Label all pipe characteristics (length, size, material, material grade, slope, etc.)

BMI (6/8/2026) This has been provided with the revised submittal

WSB (7/1/2026) See additional redline comments

BMI (7/22/2026) Refer to plan redline comment response.

WSB (7/1/2026) See additional redline comments

- ~~2. Identify all utility crossings and provide the top and bottom of pipe elevations~~
 - ~~a. Vertical pipe separation should be a minimum 18"~~
 - ~~b. Insulate when separation between storm sewer and water is less than 36"~~

~~BMI (6/8/2026) This has been provided with the revised submittal~~

~~WSB (7/1/2026) Complete~~

- ~~3. We recommend that the City Deputy Director of Public Safety Fire Division review the proposed plan for water supply and hydrant coverage.~~

~~BMI (6/8/2026) This has been provided with the revised submittal~~

~~WSB (7/1/2026) In progress~~

~~BMI (7/22/2026) Noted.~~

~~WSB (7/1/2026) Complete~~

- **Transportation**

Traffic from the addition is consistent to what was approved with the preliminary plat for the overall campus traffic study. Access to the parking area will be created with connections to Blanchard Boulevard on the west side and Lyngblomsted Drive on the north side. Underground parking with an entrance from the parking area at the southwest corner of the proposed building will be utilized as well.

Trails and sidewalks

Additional trails/ sidewalks are not proposed on the submitted Concept Plan as all required ones have already been installed with previous phases of the overall campus construction.

Comments:

- ~~1. With the Final PUD plan, show impacts to existing sidewalks with construction.~~
- ~~2. Provide a sidewalk/trail connection from the parking area to the eastern trail/northeastern intersection (Hodgson Road)~~

~~BMI (6/8/2026) This has been provided with the revised submittal~~

~~WSB (7/1/2026) Complete~~

- **Wetlands and Mitigation Plan**

No wetlands are proposed to be impacted with the proposed addition.

- **Landscaping**

~~A Landscape Plan for the Lyngblomsten Nursing Home Campus addition has not yet been submitted. One will need to be submitted and reviewed by staff and the City's Environmental Coordinator. The Environmental Coordinator will provide separate comments.~~

~~BMI (7/22/2026) This has been submitted and review comments have been received.~~

~~WSB (7/1/2026) Complete~~

- **Floodplain**

The submitted concept plan does not impact floodplain.

- **Drainage and Utility Easements**

All needed drainage and utility easements have been provided with the approved preliminary plat.

- **Development Agreement**

A development agreement will be required with the final plat.

- **Grading Agreement**

Grading agreement not required at this time.

- **Stormwater Maintenance Agreement**

The stormwater maintenance for public facilities are already in place with the main building.

- **Permits Required**

Required permits will be determined at the time of preliminary plat submittal. Potential permits may include some of the following and others:

1. NPDES General Construction Permit
2. City of Lino Lakes Zoning Permit for Construction

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



Environmental Memo

To: Katie Larsen, City Planner
From: Tom Hoffman, Environmental Coordinator
Date: August 4, 2026
Re: Environmental Comments – Lyngblomsten PUD Amendment 4

Environmental Board recommended the following at their March 25, 2026 meeting:

1. 30" screening is required adjacent to parking lots to public right of way. Screening should be provided on the north side of the parking lot adjacent to Lyngblomsten Drive.
2. Provide tree protection fencing and detail in the plan set for existing boulevard trees to be protected during construction.
3. Update canopy coverage calculations. My calculations show 11 trees receiving 50% credit for an additional 1,200 SF. Potentially 1 tree is within 7-12 and would receive 25 percent credit.
4. Recommend adding one additional tree along the Hodgson Road boulevard. Currently the proposal shows trees throughout the building breaking up the frontage. There is one gap of trees between the stairs and the restaurant that doesn't seem to blend into the overall design.
5. Confirm irrigation reuse area and provide final calculations for reuse.
6. Recommend matching curb to the rest of the development.
7. All landscaping should be removed from the Anoka County Right of Way unless an agreement and documentation is provided with the county approving the work.
8. The bench needs to move out of the ROW unless permitted by the County.
9. Tree species are required to be less than 30% of a genus to prevent widespread disease and promote diversity. Currently 47% of the trees are within the genus Acer. Add additional species to reduce the amount of maples
10. Recommend planting so perennials or shrubs in front of the entrance to provide screening of headlights as vehicles enter along with mitigating any potential light shine from the existing home across the road.
- 11.

12. The project will disturb more than an acre of soil and will be required to obtain an NPDES permit. Proof of permit shall be required before construction.
 - a. A SWPPP shall be required in additional submittals as required by the MPCA meeting sections 5.2-5.26.
 - b. Final erosion and sediment control will be reviewed with future submittals.
 - c. Inlet protection required on all existing catch basins.

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

STAFF ORIGINATOR: Michael Grochala, Community Development Director

MEETING DATE: August 10, 2026

TOPIC: Consider Resolution No. 26-153 Authorizing Professional Services Contract with WSB for the Preparation of the Water Supply Plan, Local Water Management Plan and Engineering Related Chapters of the 2050 Comprehensive Plan

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting City Council authorization to enter into a contract with WSB, LLC to prepare engineering studies and plans required as part of the 2050 Comprehensive Plan Update.

BACKGROUND

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 City Council previously retained Landform to lead the effort.

The Comprehensive Plan includes multiple engineering sections and supplemental studies that are required by state law. As part of the plan update the City will be completing two supplementary plans including:

- 1) Water Supply Plan. Minnesota Statutes, Section 103G.291 requires public water suppliers serving more than 1,000 people to prepare and submit a water supply plan to the Minnesota Department of Natural Resources for approval and update every 10 years. WSB is proposing to complete this plan in the amount of \$15,400.
- 2) Local Water Management Plan Update. Minnesota Statutes Section 103B and MN Rules Chapter 8410 require the preparation of the local water management plan often referred to as the local surface water or stormwater management plan. This document must be reviewed and approved by the local Watershed Management Organizations (WMO's), the Rice Creek Watershed District (RCWD) and the Vadnais Lakes Water Management Organization (VLAWMO), along with Metropolitan Council. WSB is proposing to complete this plan in the amount of \$37,952.

Both plans are required to be incorporated into the City's 2050 Comprehensive Plan.

WSB will be responsible for incorporation of these plans into the 2050 Comprehensive Plan along with the Transportation and Sanitary Sewer elements of the Comprehensive Plan. WSB has submitted a proposal to complete this work including project coordination for \$145,494.00.

The total WSB project proposal is \$198,846. Proposed funding for this portion of the project, including a 5% contingency, includes multiple sources including the general fund, Metropolitan Council, Area and Unit Fund, Surface Water Management Fund as follows.

Fund	Amount w/5% Contingency
General Fund	\$72,268
Metropolitan Council Grant	\$25,000
Area and Unit Fund	\$63,993
Surface Water Management Fund	\$48,527
Total	\$208,789

In anticipation of the plan update the City has previously budgeted and set aside dollars from the general fund in past budget cycles including \$40,000 in 2026. \$35,000 is planned for 2027. The Area and Unit and Surface Water Management funds are not property tax supported. These are funds collected at the time of development to cover trunk utility planning and infrastructure costs.

The city is eligible for a \$40,000 grant from Metropolitan Council for the Comprehensive Plan Update, of which \$25,000 is proposed to be allocated to the WSB portion of the project.

RECOMMENDATION

Staff is recommending approval of Resolution No. 26-153.

ATTACHMENTS

1. Resolution No. 26-153
2. WSB Water Supply Proposal
3. WSB Local Water Management Plan Proposal
4. WSB Comp Plan Proposal

**CITY OF LINO LAKES
RESOLUTION NO. 26-153**

**AUTHORIZING PROFESSIONAL SERVICES WITH WSB, LLC FOR THE PREPARATION OF WATER
SUPPLY PLAN, LOCAL WATER MANAGEMENT PLAN AND
2050 COMPREHENSIVE PLAN UPDATES**

WHEREAS, pursuant to Minnesota Statutes Section 103G.291 is required to update its Water Supply plan every 10 years; and

WHEREAS, pursuant to Minnesota Statutes Chapter 103B and Minnesota Rules Chapter 8410, the City is required to update its Local Water Management Plan; and

WHEREAS, the City of Lino Lakes is required to prepare an update to its Comprehensive Plan to meet the requirements of the Metropolitan Land Planning Act; and

WHEREAS, WSB, LLC., the City Engineer, has provided proposals to complete these studies and the transportation, sanitary sewer, water supply and local water management chapters of the Comprehensive Plan in the aggregate amount of \$198,846;

NOW, THEREFORE BE IT RESOLVED by the City Council of Lino Lakes, Minnesota that the below proposals with WSB, LLC are hereby approved:

1. Water Supply Plan in the amount of \$15,400.00
2. Local Water Management Plan in the amount of \$37,952
3. 2050 Comprehensive Plan Update in the amount of \$145,494.

BE IT FURTHER RESOLVED by the City Council of Lino Lakes, Minnesota that the Community Development Director is hereby authorized to execute the proposals on behalf of the City.

Adopted by the City Council of the City of Lino Lakes this 10th day of August, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

August 4, 2026

Michael Grochala, AICP
City of Lino Lakes
600 Town Center Parkway
Lino Lake, MN 55014

Re: Proposal to Provide Services to Complete the
City of Lino Lakes' Water Supply Plan

Dear Michael:

We are pleased to provide you with this proposal for services to assist the City of Lino Lakes (City) in completion of its Water Supply Plan (Plan) as required by the Minnesota Department of Natural Resources (DNR). Our multi-faceted team includes professionals in Water/Wastewater, Water Resources, City Planning, and GIS; ensuring that the City's Plan will be a cohesive document that will not only meet state regulations but will be a useful planning document throughout the next decade.

WSB has the technical skills to deliver high-quality Plans, and we are experienced in navigating the regulatory process required for such submittals. The combination of our technical expertise and project management experience ensures an exceptional final product that will also include the majority of information required for the City's 2050 Comprehensive Plan Update.

The following is a description of the required components and the method by which WSB will address them in the City's Water Supply Plan.

Task One: Water Supply System Description and Evaluation

1.1 Analysis of Water Demand

Using the appropriations permits and water use data, WSB will evaluate the past ten years of water demand data. The per capita usage and number of connections, large quantity users, and water used for essential versus non-essential uses will be considered, among other factors.

WSB will work with assigned City personnel to acquire the relevant and necessary City water system and usage information that will be required to complete this task.

1.2 Supply and Storage Capacity

An evaluation of the City's existing supply and storage will be conducted. WSB will outline the storage capacity of treated water versus the demand.

1.3 Water Sources

Two types of resources will be considered: surface water and interconnection. We will evaluate emergency interconnections and determine if there are any deficiencies.

1.4 Future Demand Projections

Using data compiled in the previous sections, WSB will determine what trends, if any, are seen. We will attempt to determine the cause behind any significant patterns. Using this analysis, the Plan will project demands through 2040 by estimating population served, per capita water demand, and peak water usage.

1.5 Resource Sustainability

WSB will outline water quality and quantity monitoring efforts currently undertaken by the City. From this data, it will be determined if there are any potential water supply issues or natural resource impacts as a result of permitted withdrawals. Each natural resource type will be evaluated to determine if water usage will have a negative impact. The results of the City's Wellhead Protection and Source Water Protection Plans will be described.

1.6 Capital Improvement Plan

The adequacy of each component of the existing water supply system will be determined. This includes storage and distribution systems. Proposed future water sources will be outlined as well as any alternatives available. WSB will consider the feasibility of water reuse, including reclaimed stormwater and/or wastewater, as well as interconnection to nearby suppliers.

Task Two: Emergency Planning and Response Procedures

WSB will describe the current status of the City's 1) Federal Emergency Response Plan; 2) Operational Contingency Plan; and 3) Emergency Response Procedures. We will include in the Emergency Response Procedures the method by which the City will augment water supplies (if required), the allocation and demand reduction procedures, any emergency demand reduction conditions or triggers in place, and several other related items.

Task Three: Water Conservation Plan Component

3.1 Progress Since 2018

WSB will describe any initiatives the City has undertaken since its last Water Supply Plan was approved by the DNR. Conservation practices the City is implementing – such as pricing, regulations, and education – will be included.

3.2 Triggers for Allocation and Demand Reduction Actions

This section will include future conditions and actions during a Governor's "Critical Water Deficiency Order" or other instances in which usage reductions must occur. WSB will work with the City to determine what triggers should be selected to initiate short- or long-term demand reductions, and what actions will be taken should such an instance arise.

3.3 Conservation Objectives and Strategies

This section of the Plan serves as a Key Benchmark for the DNR. It will include strategies by which the City will reduce unaccounted for water loss. The DNR has set goals for each community, including the following: 1) Reaching 75 gallons per capita of water usage daily; 2) Achieving at least a 1.5% per year reduction for industrial, commercial, and agricultural water use; 3) Decreasing the trend in total per capita demand; 4) Reducing the City's peaking factor to less than 2.6; 5) Implementing a conservation water rate structure; and 6) Support Wellhead

Protection Planning. WSB will work with the City to highlight the goals that have already been achieved and to outline the method the City will implement to achieve the remaining benchmarks. Included in the analysis will be possible regulatory changes, retrofitting potential, and educational programs.

Task Four: Project Management, Coordination, and Meetings

Project management is a key task included in each project undertaken by WSB. This task consists of management and administration, project coordination, and overall communication with the City and DNR. Proper completion of this task will help keep all affected parties routinely updated and informed regarding project issues, as well as keep the project on schedule and within budget. The proposed work plan will include one City Council meeting and two meetings with the City prior to finalizing the Plan.

Schedule

The water supply plan is due to the DNR on January 31, 2027. WSB will meet this completion date.

The Well Head Protection Plan is not due until April 2030. WSB will develop a proposal for this work in 2028.

Estimated Fee

WSB will complete the proposed work plan as proposed for a not to exceed fee of \$15,400.

Sincerely,

WSB

John Bradford

John Bradford, PE
Sr. Project Manager

Attachment

cc: Diane Hanke, PE, City Engineer

July 7, 2026



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

Re: Proposal to Complete the Local Water Management Plan Update

Dear Mr. Grochala:

WSB LLC is providing this proposal to complete the Local Water Management Plan update for the City of Lino Lakes. The previous plan update was completed in 2018. This update is required consistent with MN Rules 8410 and State Statute 103.B. A summary of the project scope is described as follows:

Work Plan

The Local Water Management Plan update will consist of updating any necessary water resource related inventory items or policy items based on watershed or agency changes. This task will focus on updating the problems and corrective actions section of the plan to remove completed items or items no longer needed. This will also include adding newly identified issues to identify future improvements and maintenance regarding stormwater and water resources within the City.

Based on updates to the problems and corrective actions section, an updated 10-year implementation plan will be developed. This will include studies, programs, and projects. WSB will work with City staff to prioritize these activities for the next 10 years so the City can include them in their formal capital improvement plan.

This task includes submitting the draft LWMP update to RCWD and VLAWMO and Metropolitan Council for review. The Metropolitan Council has a 45-day review that runs concurrently with the 60-day Watershed review. Comments provided will be reviewed and addressed as necessary. A final version of the report will be prepared and submitted to the City Council for review and approval.

Fee

The engineering fee to complete the LWMP update is proposed to be completed at an hourly not to exceed fee of \$37,952. This letter represents our understanding of the proposed scope of services. If you are in agreement with the scope of services and proposed fee, please sign in the appropriate space below and return one copy to us.

Schedule

We propose completing the LWMP and submitting for agency review by May of 2027.

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

If you have any questions about this proposal, please feel free to call me at 612-990-3576.

Sincerely,

WSB LLC.

A handwritten signature in black ink, appearing to read "Jacob Newhall", written in a cursive style.

Jacob Newhall
Director of Water Resources

ACCEPTANCE:

The City of Lino Lakes hereby accepts the WSB proposal of \$37,952.00 for services outlined in this letter.

City of Lino Lakes

Name _____

Title _____

Date _____



August 4, 2026

Michael Grochala, AICP
Community Development Director
City of Lino Lakes
600 Town Center Pkwy
Lino Lakes, MN 55014-1182

Re: 2050 Comprehensive Plan Update
Engineering and Transportation Components

Dear Michael:

WSB is pleased to submit this proposal for services related to Lino Lakes' 2050 Comprehensive Plan Update. We value the opportunities we have had to support the City through Diane Hankee's role as City Engineer, as well as our broader planning and engineering work in Lino Lakes. The following information outlines our project understanding and approach, work plan, proposed schedule, and cost breakdown.

Project Understanding

The City of Lino Lakes is beginning its decennial Comprehensive Plan update in 2026, with Landform leading the overall planning process and preparing the Land Use, Housing, Parks and Trails, Climate, and Natural Systems chapters. WSB understands that the City is requesting support for the Transportation, Wastewater, Water Supply, and Surface Water chapters, including completion of the applicable Metropolitan Council checklist items and identification of related plans or studies that may need to be completed in preparation for, or in conjunction with, the comprehensive plan update.

As part of this work, WSB will take a fresh look at the City's transportation system rather than relying solely on previously prepared materials. We also anticipate close coordination with Landform to provide WSB-generated information needed to support other chapters of the plan, even where those items fall outside the checklist components identified above.

We understand Landform intends to begin its work in late June or early August, with the goal of completing the plan for Metropolitan Council submittal in the third quarter of 2028. WSB will align its work with this schedule and coordinate with the City and Landform as needed to support timely completion of the required plan elements.

WSB also recognizes that several ongoing or upcoming infrastructure studies may inform the comprehensive plan update, including the Northwest Area Water Pressure Study and the anticipated West Relief Sewer feasibility study. The findings from these efforts will be incorporated into the relevant plan chapters, as appropriate, to ensure the

comprehensive plan reflects current infrastructure planning and long-term community needs.

I will serve as project manager to help ensure the work is completed on schedule and consistent with this proposal. I will also coordinate directly with Landform and WSB staff to support collaboration where engineering components intersect with Landform's land use planning efforts. I have included hours for meetings that may require my participation.

Project Components

Transportation

Functional Classification System

The City of Lino Lakes maintains and plans its roadway network in coordination with Anoka County, MnDOT, and the Metropolitan Council using the established functional classification system, which includes principal arterials, minor arterials, collector streets, and local roadways. Principal arterials such as I-35E provide regional mobility and connect Lino Lakes to the broader Twin Cities, while minor arterials and collectors distribute traffic within the community and support access to residential, commercial, and recreational areas. Local streets provide direct access to homes and businesses and are designed to emphasize safety and neighborhood livability.

The principal and minor arterial system in Lino Lakes is designed to accommodate both existing and future travel demand associated with continued residential and employment growth.

The Met Council has identified minimum requirements associated with functional classification for comprehensive plans. As part of its efforts, the WSB team will:

- Prepare GIS layers that will be used to show the transportation network in Lino Lakes. The GIS layers will contain information on functional classification. County roads and highways will be shown with the appropriate shields and numbers. State highways and interstates will include the appropriate shields and number references as well. Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.
- Provide a short write-up of the transportation network describing the principal and minor arterial routes will be provided along with an explanation of the different types of roadways (arterials, collectors, local) and their role in the transportation network.

Traffic Volumes and Travel Lanes

Specific items were explicitly identified as being needed for principal and minor arterials by the Met Council to help support regional mobility and connectivity. As part of its efforts, the WSB team will:

- Prepare GIS layers to show the existing number of travel lanes and traffic volumes on arterial routes. The same will be provided for 2050 traffic volumes. Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.
- Develop content for the plan text that identifies and describes existing travel lanes and traffic volumes on existing minor and principal arterial routes.

Because Lino Lakes will be modifying some land uses and densities as part of the land use planning efforts, traffic volumes for 2050 will have to be updated for 2050 with changes in TAZs and updates to the regional model. These changes and traffic modeling are discussed in the TAZ section and hours to get to the 2050 traffic volumes will be discussed there as well. This task is focused on preparing the GIS data and text write-up for future volumes and travel lanes.

Funded and Planned Investments

The 2050 Transportation Policy Plan (TPP) developed by the Met Council contains information on regional investments that are programmed to occur before 2050 as well as planned investments. Some of the regional investments are in the city of Lino Lakes or will impact Lino Lakes. As part of its efforts for this information, the WSB team will:

- Prepare GIS layers that show regional mobility investments for interchanges, managed lanes and targeted regional capacity. Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform. Based on information from the city, planned regional investments include the I-35E/J interchange and a planned potential managed lane from Main St to CR J.
- Write a section that highlights the regional transportation investments that will be occurring within and near the city of Lino Lakes. Vision and under study managed lane projects will be considered as part of this write-up and investments in the city's transportation network.

In addition to regional investments, the Met Council requires communities to document recommendations from any corridor studies and subarea studies relevant to the

transportation network. Additionally, the Met Councils also indicates that communities should note any opportunities to complete or update existing studies for areas identified as priority intersection locations in the Intersection Mobility and Safety Study completed by the Met Council.

The city has identified a limited number of studies to incorporate including the 2006 CSAH 14 and I-35W and I-35E study, Birch Street, and CSAH 14 between Sunset and Lake Drive. The city is also participating in a study with Anoka and Washington Counties. Potential recommendation from that study should also be included. As part of its effort, the WSB team will:

- Prepare GIS layers that show planned and/or programmed (funded) transportation investments from the relevant studies identified above. Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.
- Review Met Council Intersection Mobility and Safety Study to incorporate locations impacting Lino Lakes. A preliminary review indicates these are on county roadways (as is expected since data is focused primarily on arterial routes). The city is not interested in pursuing studies – but will participate if asked by the county. Text will be prepared denoting this.
- Prepare GIS layers that show Intersection Mobility and Safety Study locations in Lino Lakes and any areas for studies to be completed and/or updated. Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.

A draft of the roadway element of the transportation chapter will be provided to the city for review. Up to one round of edits will be made based upon city comments.

Safety Analysis

Lino Lakes will be required to take a Safe Systems Approach to safety on the transportation network. This approach considers emphasizing safe speeds, safer road design, and safe multimodal access. The plan will need to evaluate crash trends over the most recent five years, identify high-risk corridors and intersections, and prioritize investments that reduce fatalities and serious injuries for all users, including pedestrians and bicyclists. As part of its efforts in addressing minimum requirements for the city's comprehensive plan, the WSB team will:

- Prepare GIS layers showing crashes for the past five years. Multiple data layers will be prepared, including: all crashes within the past five years by severity (fatal,

incapacitating injury, injury, possible injury, and property damage); fatal and incapacitating injuries; fatal and incapacitating injuries by mode – highlighting pedestrian and bicycle crashes; met council identified fatal and incapacitating injury crashes from their 2022 and 2024 studies; Met Council top 25 high-risk corridors and intersections in the region (if applicable to the city); and Met Council top 10 high-risk corridors within Anoka County (if applicable to the city). Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.

- Review existing safety plans and studies prepared by MnDOT and/or Anoka County to identify overall crash trends and additional focus areas that should be incorporated into the comprehensive plan.
- Analyze crashes (fatal and incapacitating) for the past five years and document trends, patterns, and challenges (overall and by mode). WSB will use data from MnDOT's database. Identify high priority transportation corridors and locations within Lino Lakes to reduce fatalities and serious injuries.
- Prepare text documenting problem areas and identify potential solutions at the system level to address problem locations. This includes system items related to speed management, roadway departures, intersection improvements, etc.

A draft of the safety element of the transportation chapter will be provided to the city for review. Up to one round of edits will be made based upon city comments.

Transit Market Areas and Services

Lino Lakes is located within a developing to emerging transit market area, characterized by lower-density land use patterns but growing demand for transit services. For its comprehensive plan, the city needs to identify its market areas and its relationship to the market areas. WSB will:

- Prepare GIS layers showing the two market areas with the community. Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.
- Develop plan text identifying and describing the market areas and the city's land use and planning activities related to transit based upon the market area.

Transit System

The city is served by a combination of limited-route transit services and demand-response options, connecting residents to regional employment centers. For this

element of the comprehensive plan, the city is to describe existing transit facilities and services and identify planned facilities and services. The WSB team will:

- Prepare GIS layers showing existing transit facilities – including existing and planned transit centers and park and rides, existing and planned transit advantages. Mapping will also include a figure showing existing transit routes. No future service routes are expected. Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.
- Conduct a meeting with Mike and Katie and a representative of Anoka County transit services regarding services and infrastructure and support facilities. The meeting will also include a discussion of any planned service and/or facility expansion and any additional services the city is interested in pursuing. If needed, a Metro Transit representative will be invited to the meeting.
- Based upon the meeting with the city and transit providers, write plan text that describes existing transit services and routes – including demand response services (dial-a-ride, micro-transit, etc.). Describe existing and planned transit infrastructure and support facilities, and future desired facilities/services.

Multimodal Access to Transit

Providing access to those that walk, bike, or roll to transit services is an important component of making the transportation network serve all users. As part of the comprehensive planning process, the city is required to review accessibility to the transit network within its borders and identify needs to be addressed to ensure accessibility for those that cannot or choose not to drive. As part of its efforts, the WSB team will:

- Prepare GIS layers showing multimodal access to existing transit services and facilities – including trails, sidewalks, micro transit, etc. to transitway stations, bus stops, and other facilities. Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.
- Develop plan text that describes existing multimodal access to facilities and services in Lino Lakes. Plan will note there are no gaps within a half mile of the facility and that there are bike and sidewalk facilities provided.

A draft of the transit element of the transportation chapter will be provided to the city for review. Up to one round of edits will be made based upon city comments.

Local Bicycle Network

Both local and regional bicycle networks play an important role in transportation within the city. As part of its long-term planning activities, the Met Council requires the city to document its existing bicycle network (which includes trails and bicycle lanes) and discuss planned facilities. To address this required element, the WSB team will:

- Prepare GIS layers as needed after coordinating with Landform on their information, showing the existing and planned local bicycle network (including trails and bicycle lanes), including connections into neighboring communities, transit facilities, and key community destinations. Prepare GIS layers showing gaps in the network, including barriers such as highway and/or railway crossings and connections within the network. These items will be jointly identified by WSB and city staff. Final data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.
- Meet with Mike and Katie to identify key community destinations that the city wishes to show in relationship to its existing and planned bicycle network. This meeting will include a discussion on areas of further study for new/future bicycle connections and where the city identifies gaps in both the local and regional bicycle networks. The meeting will also include collecting any documentation of city policies regarding local and/or regional bicycle systems (e.g., requiring new developments to install trails, priorities for addressing system gaps, etc.).

It is recommended that representatives from Anoka County Parks be a part of the discussion to address county trail facilities (existing and planned) and to discuss issues related to the regional bicycle transportation network (for the next task). As part of this discussion, identify if any existing or planned facilities (local/county) should be designated as an RBTN alignment (to replace a corridor).

- Write plan text describing key destinations for the local bicycle network within Lino Lakes as well as existing and planned bicycle facilities. Text will identify segment gaps in the network as well as connection gaps to transit facilities, adjacent communities, and key destinations. Any areas for further study for new connections will be identified based upon the conversation with city staff. Text will include information on policies and/or plans to address network gaps and identify policies that could be explored as part of implementation to address the gaps/needs.

Regional Bicycle Transportation Network (RBTN)

As noted above, the city's bicycle network includes both local and regional facilities. The regional facilities help support longer connections between communities and key regional destinations. The work in this task focuses on the regional system. As part of its work, the WSB team will:

- Prepare GIS layers showing the existing and planned RBTN facilities (Tier 1 and Tier 2 corridors and alignments). In addition, show the local bicycle network (existing and planned) and its connections to the RBTN and any gaps between the systems. Prepare a layer that includes regional and local destinations (local identified in previous task) for the network. If specific alignments are identified by the city to replace "corridors" and meetings with the county and Met Council have occurred that confirm the alignment decision, a GIS layer will be created to show the future alignment within the corridor area. (see previous task and next bullet).
- Prepare GIS layers showing regional barriers such as freeways, railroad corridors, rivers, and streams). Information will be identified using data provided as part of the Regional Bike Barriers map prepared by the Met Council as well as city staff. Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.
- Develop text to describe the existing and planned RBTN within Lino Lakes. Provide information on both Tier 1 and Tier 2 elements. Describe destinations served, gaps, and barriers based upon conversations with city and county staff. Describe any proposed alignments vs corridors based upon meetings with city, county and Met Council staff.

Identify and describe barriers in the network and opportunities to address those barriers. Incorporate references to any plans and/or policies that exist or could be considered as part of implementation.

A draft of the biking element of the transportation chapter will be provided to the city for review. Up to one round of edits will be made based upon city comments.

Pedestrian Network and Needs

A pedestrian element needs to be included with the comprehensive plans and should be focused on walking and rolling as a transportation mode rather than a recreational activity. Cities are required to identify the needs of pedestrians in their plans and how this relates to the character of their communities.

- Prepare GIS layers showing the existing and planned pedestrian network, including sidewalks, bridges, and multiuse trails using information from Landform as a base. Identify areas where there are gaps in the pedestrian network. Incorporate GIS layers from the Met Council regarding locations in their 2022 and 2024 Pedestrian Safety Action Plan and Regional Safety Action Plan. Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.
- WSB staff will meet with Mike and Katie to identify if there are locations within the city that they want to prioritize for pedestrian travel. If so, these areas will need to be mapped and described. In the plan. The meeting will also be used to discuss the current status of the city's ADA transition plan and associated policies/plans for achieving compliance with the plan as well as any existing policies/plans/studies the city uses to as guidance for implementing the pedestrian network.
- Write plan text identifying and describing the existing and planned pedestrian network. The text will also describe gaps in the network and document any existing policies or policies that will be developed as part of implementing the comprehensive plan to address gaps and provide a connected, accessible and safe network for pedestrians. This section will also include any applicable references to existing Safe Routes to School Plans regarding implementation.
- If the city has an area within the community that it wants to prioritize for pedestrian travel, the WSB team will map locations and discuss practices and policies that will be implemented to help prioritize that area.
- Prepare text incorporating findings and recommendations (as applicable) from the Met Council's 2022 Pedestrian Safety action Plan and 2024 Regional Safety Action Plan.
- Prepare plan text that describes the status of the city's ADA transition plan. This will include documenting when the last update was completed and targeted date for compliance. In addition, the text will identify strategies, policies, or plans the city is using to monitor compliance and progress.

A draft of the pedestrian element of the transportation chapter will be provided to the city for review. Up to one round of edits will be made based upon city comments.

Freight Network and Facilities

Freight movement in Lino Lakes occurs primarily along principal and minor arterials, which provide connections to regional highways and industrial areas. While the city does not have any regional freight terminals, it supports freight access to local businesses and nearby industrial hubs. Met Council requirements for freight include documenting the existing system and any known problems. As part of its work for this sub-task, WSB will:

- Prepare GIS layers that include railways and associated at-grade crossings, locations identified on the regional Metropolitan Freight System map, and commercial/industrial nodes within the city that may generate freight movement. Prepare GIS layers with existing HCAADT on MnDOT roadways. Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.
- Based on comments from the city, there are currently no freight constraints/barriers. Text will be written to reflect that condition.

A draft of the freight element of the transportation chapter will be provided to the city for review. Up to one round of edits will be made based upon city comments.

Travel Demand Management (TDM)

The WSB team will update the existing section of the city's comprehensive plan regarding TDM based upon Met Council requirements. The WSB team will:

- Meet with Katie and Mike to identify any existing TDM policies, ordinances or practices that may have been updated since the last plan and/or any new items developed since the adoption of the last plan. They will also discuss any collaboration with the Anoka County TMO staff. If needed, staff from Anoka County will be invited to attend the meeting.
- Develop text for the comprehensive plan that outlines TDM activities, policies, procedures, practices, etc. within the city.

A draft of the TDM element of the transportation chapter will be provided to the city for review. Up to one round of edits will be made based upon city comments.

Aviation

Aviation requirements have not changed substantially since the last comprehensive plan update for 2040. The WSB team proposes utilizing previous text and references to ordinances/policies protecting airspace from obstructions and updating GIS layers

regarding lakes available for sea plane usage (map was not in previous plan). Data will be provided to Landform to prepare the official maps for the plans. The WSB team will review and edit (1 revision) the map developed by Landform.

As Lino Lakes is outside the influence areas of the airports, more detailed analyses and write-ups are not required for the comprehensive plan update.

A draft of the aviation element of the transportation chapter will be provided to the city for review. Up to one round of edits will be made based upon city comments.

Equity and Inclusion

This requirement is a repeat of requested Information regarding ADA transition plan for the pedestrian element of the transportation section. Based on input from city staff – information will be in the pedestrian element and this section will make reference to the pedestrian section.

Climate and Natural Systems

For the transportation section of the comprehensive plan, WSB team members will work with Landform team members on developing content for strategies to reduce GHG emissions. The WSB team will draft text that includes an acknowledgement of statewide targets for VMT and GHG emission reductions for the Twin Cities metropolitan area. Based upon the meeting with Landform regarding the climate section of the plan and the calculations they performed for reductions and input from WSB's sustainability team, text will be prepared that addresses the Met Council requirements.

A draft of the climate and natural systems element of the transportation chapter will be provided to the city for review. Up to one round of edits will be made based upon city comments.

Transportation Analysis Zones (TAZ)

Based on conversations with the city, it is anticipated that there will be changes in TAZ allocations and potential changes in overall population numbers. Jason Junge, PE will assist the city with reallocating TAZ information based upon land use/density changes for the city's TAZs. As part of his work, he will meet with city staff and with Kendra from Landform to discuss allocations and revisions. He will then work with Kendra to coordinate up to two meetings with Met Council staff to review and revise allocations. He will also coordinate a meeting with Met Council traffic modelers to discuss the

implications for the regional model and for traffic projections for 2050 (required for the roadway element of the transportation section).

The TAZ changes could require an update to the regional model and may require preparing travel forecast runs by the city. Jack Corkle reached out to Met Council travel forecasters, and there are a couple of potential ways forward that can be explored. Based on city input, we will take the approach below.

- The city's consultant team could obtain a copy of the regional model, update the TAZs as agreed to, run the model, and complete post-processing to identify 2050 traffic volumes. This would require up to two coordination meetings with Met Council travel modeling staff. One meeting to discuss approach to the model update and anticipated model changes and a second meeting to go over results and share updated model information with Met Council staff. WSB will partner with Haifeng Xiao to update the model and prepare the travel forecasts. We have included a placeholder of up to \$12,000 for modeling. We will work with the city before any modeling is done to minimize costs.

If Met Council staff can run the model – that will be the approach pursued.

In terms of plan content deliverables, WSB team members will provide an updated TAZ spreadsheet and provide 2050 traffic volumes for arterial routes. A write-up will be prepared documenting the TAZ and modeling process for city use and for submitting with the draft comprehensive plan. A summary will be provided for the plan text.

Implementation Plan Chapter Tasks for Transportation

As part of the implementation efforts, the WSB team will identify potential policies, ordinances, and plans to follow completion of the 2050 Comprehensive Plan update to assist the city in advancing its goals and meeting Met Council requirements. As part of this effort, WSB team members will:

- Identify projects for inclusion in a CIP and identify general timeframes for implementation.
- Identify policies and ordinances to be updated to allow for and/or better implement. Identified projects and ensure compliance with Met Council requirements.
- Meet with city staff and other consultant team members up to three times to discuss strategies and implementation items, make revisions, and ensure alignment with other plan chapters.

- Provide text for implementation items in support of Landform's efforts on this task.
- Provide GIS layers for implementation maps for identified projects

Project Coordination for Transportation

In addition to meetings identified by plan element in the transportation chapter and those for the implementation plan, additional meeting time with the city and its other consultant team members will be needed to keep tasks advancing and to ensure consistency in addressing comp plan elements. Transportation team members will attend up to 10 additional virtual meetings (up to an hour each) for coordination and collaboration as needed.

Wastewater

John Bradford, PE is a senior Municipal and Water/Wastewater engineer with over 30 years of public and consulting experience. WSB will complete the wastewater chapter meeting the Metropolitan Council requirements. Modeling has been updated since the 2040 Comprehensive Plan, limiting the expense for this update. The scope includes:

- GIS Mapping and Data Requirements
- Update Sewer Cad Model
- Regional System Update
- Subsurface and Private Systems Update
- Current and future population and flow data
- Inflow and Infiltration data and mitigation
- Incorporation of recent reports and studies

Water Supply

John Bradford, PE is a senior Municipal and Water/Wastewater engineer with over 30 years of public and consulting experience. WSB will complete the water supply chapter meeting the Metropolitan Council requirements. Modeling has been updated since the 2040 Comprehensive Plan, limiting the expense for this update. The scope includes:

- GIS Mapping and Data Requirements
- 2050 Model Updates using Northwest Water Supply model as basis.
- Incorporation of recent reports and studies

Surface Water

Jake Newhall and his Natural Resources team will complete the Surface Water chapter of the Comp Plan which will be updated to reflect the updated Local Water Management Plan. This chapter of the Comp Plan will highlight key components of the LWMP, including goals and purpose, implementation section, and background information including significant figures.

Estimated Cost

The total project cost is \$145,494, including project management and the Transportation, Water Supply and Surface Water scopes.

Schedule

WSB will complete these comprehensive plan chapters in coordination with Landform's schedule to support timely submittal of the full document to the Metropolitan Council. Our anticipated schedule is outlined below.

	2026	2026	2028
Project Management in Coordination with Landform	Quarters 3 and 4	All Quarters	Quarters 1, 2, 3
Preparation of Chapters		All Quarters	
Finalize Coordination with Landform			Quarters 1 and 2

This proposal reflects WSB's understanding of the City's requested scope of services for the Transportation, Wastewater, Water Supply, and Surface Water chapters associated with the Lino Lakes 2050 Comprehensive Plan Update. If the scope of services and proposed estimated fee are acceptable, please sign in the space provided below and return one copy to WSB.

Thank you for the opportunity to submit this proposal. We appreciate the City's consideration and would be happy to answer any questions or discuss the proposed scope in further detail.

Sincerely,
WSB



Lori Johnson
Senior Planner

ACCEPTANCE:

The City of Lino Lakes hereby accepts the WSB proposal of \$145,494 for services outlined in this letter.

City of Lino Lakes

Name _____

Title _____

Date _____