



CITY COUNCIL AGENDA

Monday, August 24, 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. Setting the Agenda: Addition or Deletion of Agenda Items
- B. Call to Order and Roll Call
- C. Review Regular Agenda
- D. City Administrator Update
- E. Notice: There is an Economic Development Authority (EDA) Meeting at 6:15 PM in the Community Room
- F. 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. Consider Approval of Expenditures for August 24, 2026 (Check No. 125519 through 125591) in the Amount of \$1,022,228.98
- B. Approval of August 3, 2026, City Council Work Session Minutes
- C. Approval of August 10, 2026, City Council Work Session Minutes

- D. Approval of August 10, 2026, City Council Meeting Minutes
- E. Hiring of Part-Time Staff for the Rookery Activity Center
- F. Resolution No. 26-162, Approving Property Owner Agreements, Water Service Connection Project
- G. Mutual Aid Agreement – State of Minnesota Department of Corrections – Lino Lakes

2. Finance Department Report

- A. **Public Hearing:** Resolution No. 26-156, Approving Adoption of a Housing Program and Issuance of Senior Housing Revenue Refunding Note, Tracy Thoma

3. Administration Department Report

- A. Appointment of Police Officer, Meg Sawyer

4. Police Department Report

5. Fire Department Report

6. Public Services Department Report

7. Community Development Report

- A. 2026 Trunk Watermain Project, Diane Hankee
 - i. Resolution No. 26-151, Accepting Bids, Awarding a Construction Contract
 - ii. Resolution No. 26-154, Approving Construction Services Contract With WSB LLC
- B. **PUBLIC HEARING:** Waive Full Reading, 1st Reading of Ordinance No. 05-26, Vacating Utility Easement, Outlot C, Lyngblomsten at Lino Lakes Addition, Diane Hankee
- C. Resolution No. 26-163, Accepting bids, Awarding Construction Contract, Water Service Connection Project, Diane Hankee

8. Unfinished Business

9. New Business

10. Notices and Communications

- A. Environmental Board Meeting, August 26th at 6:30 PM at City Hall

ADJOURNMENT



Expenditures

August 24, 2026

Check #125519 to #125591
\$1,022,228.98

Significant Disbursements this Period:

CHECK REGISTER FOR CITY OF LINO LAKES

CHECK NUMBER 125519 - 125591

- CHECK TYPE: PAPER CHECK

Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
08/14/2026	125519	AFSCME COUNCIL #5	Remittance Check	505.76
08/14/2026	125520	INTERNATIONAL UNION OF OPERAT	Remittance Check	630.00
08/14/2026	125521	LAW ENFORCEMENT LABOR SERVICE	Remittance Check	1,679.00
08/14/2026	125522	LINO LAKES FIRE DEPARTMENT IA	Remittance Check	409.44
08/18/2026	125523	BOARD OF WATER & SOIL RESOURC	WETLAND BANK 1601 AMF FOR 2026	500.00
08/24/2026	125524	A&L SUPERIOR QUALITY SOD, INC	ROLL TURFGRASS FOR BLVD REPAIR	32.50
			ROLL TURFGRASS FOR BLVD REPAIR	13.00
				45.50
08/24/2026	125525	ADVANCED GRAPHIX INC.	GRAPHICS SQUAD #334	593.75
08/24/2026	125526	AMERICAN LEGAL PUBLISHING COR	INTERNET RENEWAL 08/23/26-08/23/27	150.00
08/24/2026	125527	ANOKA COUNTY	DOCUMENT RECORDING	46.00
08/24/2026	125528	ANOKA COUNTY TREASURY OFFICE	RADIO ENCRYPTION (20), 14 RADIOS	83,133.14
08/24/2026	125529	ASPEN MILLS, INC.	DEPT EXP - NEW HIRE VANG	1,619.09
			UNIFORM ALLOWANCE - C. BOEHME	235.85
			UNIFORM ALLOWANCE - S. BERGERON	208.75
			DEPT EXP-RESERVES UNIFORM, S. KANNER	231.50
			DEPT EXP-RESERVES UNIFORM, S. KANNER	106.80
				2,401.99
08/24/2026	125530	AVON BUSINESS FORMS & PROMOTI	CORRECTION NOTICES (500)	305.60
08/24/2026	125531	BITUMINOUS ROADWAYS, INC.	ASPHALT HOT MIX 339.1TON	22,041.50
08/24/2026	125532	BLAINE BROTHERS	ALIGNMENT #620	473.83
08/24/2026	125533	BOULDER CONTRACTING LLC	ESCROW RELEASE - 1992 NORMA WAY	4,400.00
			ESCROW RELEASE - 6660 HERITAGE AVE	4,400.00
				8,800.00
08/24/2026	125534	BUREAU OF CRIMINAL APPREHENSI	PREEMPLOYMENT FINGERPRINTING	32.00
08/24/2026	125535	BUREAU OF CRIMINAL APPREHENSI	PREEMPLOYMENT FINGERPRINTING	32.00
08/24/2026	125536	BUREAU OF CRIMINAL APPREHENSI	PREEMPLOYMENT FINGERPRINTING	32.00
08/24/2026	125537	CENTENNIAL BOYS SOCCER BOOSTE	ROOKERY AD IN SOCCER PROGRAMS	100.00
08/24/2026	125538	CENTENNIAL SCHOOL DISTRICT 12	SPRING WINERY ADVENTURE ADULT TRIP MAY	89.00
08/24/2026	125539	CENTENNIAL UTILITIES	NATURAL GAS	2,589.16
08/24/2026	125540	CENTURYLINK	TELEPHONE - ROOKERY FIRE PROTECTION EQU	70.50
			TELEPHONE - ROOKERY POOL EMERGENCY PHON	147.92
			TELEPHONE - CIVIC COMPLEX FIRE PROTECTI	71.53
				289.95
08/24/2026	125541	CITY OF ST. PAUL	ASPHALT HOT MIX	2,387.28
			ASPHALT HOT MIX	2,517.49
				4,904.77
08/24/2026	125542	COLLINS ELECTRICAL CONSTRUCTI	OFFICE LIGHT DIAGNOSIS	391.40
08/24/2026	125543	COMCAST	FIRE STATION 2 INTERNET SERVICE	212.75
08/24/2026	125544	CONNEXUS ENERGY	ELECTRICITY	6,402.61

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08/24/2026	125545	CORPORATE FOUR INSURANCE AGEN	INSURANCE 8/25/26 - 8/25/27	8,000.00
08/24/2026	125546	CRAFCO, INC.	MASTIC - TWO PALLETS (4200 LBS)	3,450.00
08/24/2026	125547	CROWN MARKING, INC.	NAME PLATE - B. LACROIX	44.81
08/24/2026	125548	DELTA DENTAL OF MINNESOTA	DENTAL INS PREMIUMS SEPTEMBER 2026	5,211.61
08/24/2026	125549	FIDELITY SECURITY LIFE INSURA	AUGUST 2026 VISION INSURANCE PREMIUMS	229.43
08/24/2026	125550	FIRST ADVANTAGE OCC.	ANNUAL ENROLLMENT	36.71
08/24/2026	125551	GOPHER STATE ONE-CALL	JULY LOCATES	756.00
08/24/2026	125552	GRAINGER	SPLASH POOL PIPE GASKETS	11.48
08/24/2026	125553	HACH COMPANY	WATER TESTING CHEMICALS	690.13
08/24/2026	125554	HAWKINS, INC.	WATER TREATMENT CHEMICALS	15,892.25
			CHLORINE CYLINDERS	80.00
				15,972.25
08/24/2026	125555	IMAGE PRINTING & GRAPHICS, IN	BUSINESS CARDS - J.BOONSTRA	29.36
08/24/2026	125556	IMPERIAL DADE	JANITORIAL SUPPLIES	297.81
08/24/2026	125557	INNOVATIVE OFFICE SOLUTIONS L	PENS, MARKERS	81.14
08/24/2026	125558	INSTRUMENTAL RESEARCH, INC.	JULY WATER SAMPLES	634.00
08/24/2026	125559	KEYSTONE COMPENSATION GROUP L	COMPENSATION CONSULTING	18,500.00
08/24/2026	125560	LANGUAGE LINE SERVICES	JULY INTERPRETATION SERVICES	66.95
08/24/2026	125561	LEAST SERVICES/COUNSELING, LL	COUNSELING SERVICES & RETAINER FEE	1,080.00
08/24/2026	125562	MACQUEEN EQUIPMENT, INC.	BALE FOR NOZZLE	491.10
08/24/2026	125563	Medica	HEALTH INSURANCE PREMIUMS SEPTEMBER 202	66,663.17
08/24/2026	125564	MENARDS - FOREST LAKE	COMPRESSOR REPAIR SUPPLIES	8.86
			REPLUMB COMPRESSORS	26.93
			SAMPLE TAP SUPPLIES	31.14
			MISCELLANEOUS SUPPLIES	219.88
				286.81
08/24/2026	125565	MET COUNCIL ENVIRONMENTAL SER	JULY 2026 SAC	615,037.50
08/24/2026	125566	METRO SALES INCORPORATED	CITY HALL CD COPIER	217.73
			CITY HALL COPY ROOM COPIER	610.32
			CITY HALL WIDE COPIER	50.16
				878.21
08/24/2026	125567	METRO-INET	AUGUST IT SERVICES	33,282.00
08/24/2026	125568	MN DEPARTMENT OF LABOR & INDU	PRESSURE VESSEL & BOILER REGISTRATION	75.00
08/24/2026	125569	MN STRIPES INC.	PARKING LOT STRIPING-BOTH FIRE STATIONS	2,843.00
08/24/2026	125570	MNSPECT, LLC	FIELD INSPECTIONS & PLAN REVIEW JULY 20	5,625.00
08/24/2026	125571	NORTHERN TOOL COMMERCIAL ACCO	COMPRESSOR REPAIR SUPPLIES	46.99
			COMPRESSOR SUPPLIES	47.49
				94.48
08/24/2026	125572	OLSON'S SEWER SERVICE, INC.	WASTEWATER REMOVAL & DISPOSAL AT PW	577.00
08/24/2026	125573	PAVEMENT RESOURCES	CONTRACTED CRACKSEALING	30,950.00
08/24/2026	125574	PERFORMANCE PLUS LLC	PRE-EMPLOYMENT ASSESSMENT	440.00
08/24/2026	125575	PINEBEND LANDFILL	SCREENED STREET SWEEPINGS DISPOSAL	560.20

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Bank CKING POOLED CHECKING				
08/24/2026	125576	PLUNKETT'S PEST CONTROL INC.	GENERAL PEST CONTROL (08/01/2026-07/31/	324.98
08/24/2026	125577	PRESS PUBLICATIONS, INC.	SUMMER CAMP AD	650.00
08/24/2026	125578	Press Publications, Inc.	2025 ANNUAL TIF DISCLOSURE	135.60
08/24/2026	125579	QUADIENT FINANCE USA, INC.	POSTAGE MACHINE POSTAGE	1,100.00
08/24/2026	125580	REHBEIN TRANSIT CO, INC.	SUMMER CAMP TRIPS-ELM CREEK & NINJA COU	1,389.80
08/24/2026	125581	SHRED-IT, C/O STERICYCLE, INC	DOCUMENT DESTRUCTION	140.38
08/24/2026	125582	SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION REPAIR SUPPLIES	356.15
			PARK IRRIGATION REPAIR SUPPLIES	188.35
			IRRIGATION REPAIR SUPPLIES- CLEARWATER	88.15
				<u>632.65</u>
08/24/2026	125583	SQUIRES, WALDSPURGER & MACE P	MAY LEGAL	13,209.60
08/24/2026	125584	STREICHER'S, INC.	DEPT EXP - BALLISTIC VEST, KRAEMER	1,993.00
08/24/2026	125585	SYNERGY OUTDOOR SOLUTIONS	MULCH FOR CENTER MEDIANS TCP	7,290.00
08/24/2026	125586	TAYLOR PRINT & PACKAGING	UB WINDOW & RETURN ENVELOPES	4,781.82
08/24/2026	125587	U.S. BANK	ETHERNET CABLE 8FT	8.41
			HDMI CABLE, HEAVY DUTY SCISSORS, DRONE	35.27
			POST IT NOTES, ETHERNET CABLE 14FT	16.24
			TONER	49.89
			FOOT REST, TONER, BATTERIES, KEYBOARD &	154.57
			DRY ERASE WHITEBOARD (5), FLOOR MAT (2)	296.33
			ERGONOMIC MOUSE WRIST REST	21.99
			8 PORT SWITCH	22.99
			PHONE CASE, SCREEN PROTECTOR	32.91
			UNIFORM ALLOWANCE - K. MCKINNEY	20.66
			UNIFORM ALLOWANCE - K. MCKINNEY	117.98
			DOOR SIGN	9.79
			FILE FOLDERS	26.69
			STORAGE BINS	64.50
			STORAGE BINS	124.00
			DEPT EXP- NEW HIRE STREAMLIGHT (4)	673.72
			ADMINISTRATION JULY CELL PHONE BILL	202.04
			COMMUNITY DEVELOPMENT JULY CELL PHONE B	50.51
			CITY COUNCIL JULY CELL PHONE BILL	191.94
			FIRE JULY CELL PHONE BILL	114.38
			POLICE JULY CELL PHONE BILL	2,086.75
			ROOKERY JULY CELL PHONE BILL	45.46
			DRONE LIGHT MOUNTS	41.48
			UNIFORM ALLOWANCE - S. BERGERON	240.00
			DEPT EXP - NEW HIRE LIGHT, BAG, TOURN (	995.88
			UNIFORM ALLOWANCE - I. SIMON	146.96
			AVON MASK (2)	606.99
			UNIFORM ALLOWANCE - S. BERGERON	214.06
			NON-OXY FUEL FOR UTV	21.64
			BATTERY	5.49
			POOL HANDRAIL ANCHORS	45.59
			POOL VAC BAGS	232.17
			RUST REMOVER, STOP RUST REMOVER, PHONE	59.41
			WATER GEAR REPLACEMENT BELT - SWIM LESS	9.49

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Bank CKING POOLED CHECKING				
			POST IT NOTES	6.61
			PORTABLE POWER STATION	1,298.99
			USED OIL SIGN	9.45
			OFFICE CHAIR	195.99
			PHONE CASE, SCREEN PROTECTOR (2)	35.97
			POTTED PLANTS (2)	79.96
			BATTERIES (2)	33.58
			LAMINATE POUCHES	41.60
			LANYARDS	15.57
			3 RING BINDERS	37.99
			COFFEE CREAMER	19.98
			WATERPROOF CASE FOR WALKIE TALKIES	15.49
			OFFICE CHAIR	189.99
			WATER BOTTLE FILLING STATION FILTERS	88.43
			PAPER TOWELS	19.87
			WALL MOUNT FANS (2)	145.98
			POST IT NOTES, DUCT TAPE	18.94
			COMPUTER MONITORS (2)	219.98
			TAYLOR TECHNOLOGIES POOL CHEMICALS	13.99
			HAND HAIR AND BODY WASH (3)	154.20
			EXPANSION BATTERY	1,199.98
			NAME PLATE - J.ELLER	9.88
			LAPTOP CHARGER	94.98
			BINDING COVERS AND BINDING COMBS	62.87
			TAYLOR TECHNOLOGIES POOL CHEMICALS	16.95
			TAYLOR TECHNOLOGIES POOL CHEMICALS	9.99
			TOILET BOWL CLEANER	3.64
			AMAZON BUSINESS PRIME MEMBERSHIP	129.00
			NAME TAGS	13.89
			TITLE FOR VEHICLE #334	29.62
			MOVIE FOR BLUE HERON DAYS	395.00
			COFFEE, CUPS (2)	251.46
			RESERVES EVENT SUPPLIES	47.81
			SAWZALL BLADES	21.47
			PESTICIDE LICENSE RENEWAL - R. KISSICK	20.43
			NIGHT TO UNITE HANDOUTS	749.17
			MONTHLY PHONE PYMNT	555.46
			IIMC MEMBERSHIP RENEWAL - R. COLOTTI	235.00
			MCFOA MEMBERSHIP - R. COLOTTI	50.00
			NIGHT TO UNITE HANDOUTS	165.93
			NIGHT TO UNITE HANDOUTS	191.98
			NIGHT TO UNITE HANDOUTS	208.99
			FIRE OFFICER & INSTRUCTOR TRAINING GUID	300.19
			FIRE OFFICER II EXAM PREP TRAINING GUID	70.89
			SCREEN PROTECTOR & PHONE CASE	404.52
			PHONE ACCESSORIES	89.10
			WEATHER STRIPPING VEHICLE #625	75.99
			MONTHLY PHONE BILL	967.90
			TUITION - C. SCHIRMERS	75.00
			TUITION - A. NG	75.00

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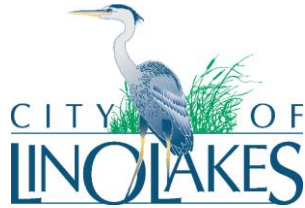
Check Date	Check	Vendor Name	Description	Amount
Bank	CKING POOLED CHECKING			
			TUITION - K. MCKINNEY	219.00
			TUITION - A. HALLIN	325.00
			PLYWOOD FOR PD BODY CAM MOUNT	38.31
			ICE FOR WATER SAMPLES	12.98
			EXPENSE REIMBURSED BY EMPLOYEE	86.54
			CAN LINERS AND REFILL BAGS	1,366.05
			CEILING TILES - PD LOCKER ROOM	65.28
			LIGHT BULBS	74.90
			LANDPLANER AND CONCRETE BUCKET	3,984.94
			RIVER ROCK	296.64
			RIVER ROCK	44.53
			1 GALLON ZIPLOC BAGS	17.82
			JULY VEHICLE WASHES	678.98
			PESTICIDE RENEWAL - R. BROWN, T. POWERS	290.00
			SUMMER CAMP FIELD TRIP TO BUNKER BEACH	997.29
			VENDOR FAIR SIGN UP	26.00
			SUMMER CAMP FIELD TRIP TO CASCADE BAY	264.00
			SUPPLIES FOR THE NEST	57.00
			SUMMER CAMP NINJAS FIELD TRIP	975.00
			CHILD WATCH CHECK-IN SOFTWARE JULY FEE	129.00
			SUMMER CAMP TRIP-SCIENCE MUSEUM	1,207.00
			SUMMER CAMP FIELD TRIP TO ELM CREEK PAR	83.93
			SUPPLIES FOR SUMMER CAMP	2.87
			ICE FOR SUMMER CAMP	15.76
			SUPPLIES FOR SUMMER CAMP	63.47
			SUPPLIES FOR SUMMER CAMP	9.36
			SUPPLIES FOR SUMMER CAMP	67.12
			SUPPLIES FOR SUMMER CAMP	55.82
			SUPPLIES FOR SUMMER CAMP	39.59
			SUPPLIES FOR SUMMER CAMP	80.12
			WRISTBANDS FOR SUMMER CAMP	163.00
			TUITION - P. MOONEN	335.00
			JULY UB STATEMENTS	1,825.75
			GFOA ANNUAL CONFERENCE - T. THOMA	300.00
			MNGFOA DAY TO UNITE REGISTRATION - T. T	10.00
			FUEL - SQUAD #334	80.00
			JULY 2026 JOB POSTING	89.07
			CERTIFIED MAIL	6.37
			FUEL - UTV	22.70
			FUEL - SQUAD #314	27.08
			FUEL LEVEL SENSOR- GENERATOR	61.00
			TRAILER CONNECTORS (STOCK)	29.94
			STOCK TRANSMISSION FILTERS	344.00
			FLOOR MATS #518	225.54
			BATTERY & COOLANT #312	207.98
			LIFEGUARD CERTIFICATION (3)	144.00
			SOUND SYSTEM FOR BLUE HERON DAYS	453.20
			MONTHLY SUBSCRIPTION FEE	440.00
			COFFEE FOR EDAC MEETING	21.61
			REFUND-NEW HIRE WEAPON LIGHT (4)	(699.96)

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Check Date	Check	Vendor Name	Description	Amount
Bank CKING POOLED CHECKING				
				31,811.41
08/24/2026	125588	U.S. BANK EQUIPMENT FINANCE	S1 & S2 PRINTER/COPIER	537.18
08/24/2026	125589	WALTERS RECYCLING & REFUSE	SEWER WASTE DISPOSAL DUMPSTER	1,016.90
			TRASH & RECYCLING	320.87
			TRASH & RECYCLING	2,002.74
				3,340.51
08/24/2026	125590	WHEELER HARDWARE COMPANY	DONGLE MONTHLY LICENSE & SERVICE FEE	75.00
08/24/2026	125591	XCEL ENERGY	ELECTRIC - STREET LIGHTS	5,015.62
			ELECTRIC - WTP	115.13
				5,130.75
CKING TOTALS:				
Total of 73 Checks:				1,022,228.98
Less 0 Void Checks:				0.00
Total of 73 Disbursements:				1,022,228.98



Electronic Funds Transfer
MN Statute 471.38 Subd. 3

Council Meeting August 24, 2026

Transfer In/(Out)

8/7/2026 Council Payroll #08	(4,135.88)
8/7/2026 Council Payroll #08 Federal Deposit	(170.78)
8/7/2026 Council Payroll #08 PERA	(450.78)
8/7/2026 Council Payroll #08 State	(23.19)
8/11/2026 Transfer from FRB MM to Checking	3,000,000.00
8/14/2026 Payroll #17	(256,859.17)
8/14/2026 Payroll #17 Federal Deposit	(72,192.28)
8/14/2026 Payroll #17 PERA	(65,874.98)
8/14/2026 Payroll #17 State	(16,442.27)
8/14/2026 Payroll #17 H.S.A. Bank Pretax	(4,117.91)
8/14/2026 Payroll #17 TASC Pretax	(1,655.75)
8/14/2026 Payroll #17 Mission Sq 457 Def. Comp #301596	(3,270.00)
8/14/2026 Payroll #17 Mission Sq Roth IRA #706155	(720.00)
8/14/2026 Payroll #17 MSRS HCSP #98946-01	(5,527.64)
8/14/2026 Payroll #17 MSRS Def. Comp #98945-01	(1,505.00)
8/14/2026 Payroll #17 MSRS Roth IRA #98945-01	(1,180.00)
8/17/2026 Building Permit Surcharge	(10,274.98)
8/17/2026 Transfer from MCM MM to Checking	2,000,000.00
8/18/2026 MN PFA Loan Payment - Due 8/20/2026	(759,516.78)

**LINO LAKES CITY COUNCIL
WORK SESSION
MINUTES**

DATE: August 3, 2026
TIME STARTED: 6:00 PM
TIME ENDED: 7:36 PM
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Lyden, Nelson, Ruhland and Rennaker
ABSENT: None

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, Community Development Director Mike Grochala, Public Service Director Rick DeGardner, Community Development Specialist Jessica Eller and Chief of Police Curt Boehme.

1. CALL TO ORDER

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

2. SETTING THE AGENDA

Councilmember Lyden requested to add an addendum to Item #3, Woods Edge Monument Signage.

The agenda was adopted as amended to include the addendum to Item #3, Woods Edge Monument Signage.

3. WOODS EDGE MONUMENT SIGNAGE

The Public Services Director reported that in 2023, the City Council initiated the Lino Lakes Gateway Design Plan to establish a consistent design standard for highlighting and identifying key gateway entrances throughout the City. The plan was completed in June 2024 and included a conceptual design for a monument sign at the Woods Edge/Civic Center entrance located at the intersection of Lake Drive and Town Center Parkway.

The Public Services Director presented a design option and stated that the estimated construction cost is between \$50,000 and \$100,000. With identified funding through the Closed Bond Fund. He asked if the Council wanted to proceed with the sign project and if so, for feedback on the draft design of the proposed sign.

Council Consensus

It was the consensus of the City Council not to move forward with the sign project at this time.

Further discussion by the City Council included a review of the sign design. It was identified that any future sign constructed, when future development occurs should have more design elements, such as lighting, etc.

Councilmember Lyden stated that his addendum to the discussion of this item is to consider a sign using a 1955 truck with a plaque recognizing that Lino Lakes was established in 1955. There is example of this type of sign that has a water feature incorporated.

4. HOUSING MAINTENANCE ASSISTANCE PROGRAMS

The Community Development Director and Community Development Specialist co-presented a Housing Maintenance Assistance Program for the consideration of the City Council. It was noted that in 2026 the Lino Lakes Economic Development Advisory Committee (EDAC) identified a Housing Maintenance Assistance Program as a strategic priority to encourage reinvestment in the City's existing housing stock and support long-term housing affordability.

They reviewed the state and Metropolitan Council revenue sources for this program and defined the timelines for implementing a program. The two programs proposed this evening are a Home Improvement Grant Program and a Multi-Family Affordability Improvement Grant Program.

Councilmember Ruhland stated that there are MN Housing Finance Agency programs that are similar to the programs proposed this evening, and if adopted he would like to see the City's programs line up with those programs.

Mayor Rafferty confirmed that the proposed Home Improvement Grant Program would provide funds to Lino Lakes residents for septic system improvements, water/sewer connections, hazardous tree removal and home improvements.

Council Consensus

It was the consensus of the City Council to direct staff to move forward with the establishment of the Housing Maintenance Assistance Program and bring this back for formal action.

5. POLICE DEPARTMENT UPDATE

The Chief of Police presented the Police Department Mid-Year Report (January 2026 through June 2026). The report included an overview of the police department's staffing levels and organizational structure, operational activity and crime statistics, community engagement efforts, and fleet equipment.

6. RESOLUTION NO. 26-148, AUTHORIZING AN OFF-SITE GAMBLING PERMIT FOR THE CENTENNIAL FOOTBALL BOOSTERS

The City Clerk reported that The Centennial Football Boosters are applying for an off-site gambling permit with the State of Minnesota, which requires a resolution of support from the City of Lino Lakes for their annual Kick-Off Event in August.

Motion to adopt Resolution No. 26-148, Authorizing an Off-Site Gambling Permit for the Centennial Football Boosters.

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

7. CITY ADMINISTRATOR UPDATE

The City Administrator provided the following updates:

- The City received the 2027 tax information for use in preparing the annual budget, from Anoka County today.
- The Q2 2026 Financial Report will be presented for filing at the August 10th City Council meeting.
- Great River Energy provided a response to the City follow-up to the May 1st City Council meeting with residents. The response will be shared directly with the residents that attended the meeting. The City will also have the response on file at City Hall for review.
- Blue Heron Days are scheduled for August 13th through the 16th.
- The City newsletter is expected to be received by residents next week. Highlights of this issue include: Blue Heron Days, the Lino Lakes Connect App, the new Rookery App, and information on the new City website design.
- Night to Unite is Tuesday, August 4th.
- The Data Center discussion will be brought back in the fall.
- The first budget meeting is scheduled for August 17th at 6 p.m. in the Community Room.
- The installation of the new playground equipment at Shenandoah Park is scheduled for this fall.

8. NOTICES AND COMMUNICATIONS

None

9. ADJOURNMENT

Mayor Rafferty adjourned the meeting at 7:36 p.m.

These minutes were approved at the City Council Meeting on August 24, 2026.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
WORK SESSION
MINUTES**

DATE: August 10, 2026
TIME STARTED: 6:00 PM
TIME ENDED: 6:17 PM
LOCATION: Community Room
MEMBERS PRESENT: Mayor Rafferty, Councilmembers Lyden, Nelson, Ruhland and Rennaker
ABSENT: None

Staff Members Present: City Administrator Karen Anderson, City Clerk Roberta Colotti, Finance Director Tracy Thoma, Community Development Director Mike Grochala, City Planner Katie Larsen, Public Service Director Rick DeGardner and Chief of Police Curt Boehme.

1. CALL TO ORDER

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

2. SETTING THE AGENDA

Councilmember Lyden requested to add a discussion of water tower lighting, as part of the review of the regular agenda, Item 6A.

The agenda was adopted as amended to include the discussion of water tower lighting.

3. REVIEW REGULAR AGENDA

The City Council reviewed the Consent Agenda items.

The Public Services Director provided an overview of the proposed Water Tower Lease Agreement with New Cingular Wireless PCS, LLC as presented as Item 6A. He stated that the revenue generated from the cellular tower leases are earmarked for buildings and facilities expenses. He reviewed the current lease agreements in place with other cellular companies.

Council Member Lyden stated that he asked to discuss water tower lighting, as he had recently read an article regarding an area city's project to light up the water tower using LED lights. He noted that the community had used the lights to show support for different local organizations and events by displaying the event/organization colors upon request.

The City Planner introduced the representatives of Lyngblomsten present this evening. She stated that they are requesting approval of the building project Planned Unit Development (PUD) Final Plan/Final Plat as well as approval of the Development Agreement.

The Community Development Director presented the request to approve the contract with WSB for the preparation of the 2050 Comprehensive Plan technical reports.

4. CITY ADMINISTRATOR UPDATE

No Report

5. ADJOURNMENT

Mayor Rafferty adjourned the meeting at 6:17 p.m.

These minutes were approved at the City Council Meeting on August 24, 2026.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

**LINO LAKES CITY COUNCIL
REGULAR MEETING
MINUTES**

DATE: August 10, 2026
TIME STARTED: 6:30 PM
TIME ENDED: 7:01 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, Finance Director Tracy Thoma, Community Development Director Mike Grochala, City Planner Katie Larsen, Public Service Director Rick DeGardner 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

None

PUBLIC COMMENT

Mayor Rafferty opened the Public Comment period at 6:31 p.m.

Scott Coggins, 15043 Thrush Street NW, Andover, presented a report on behalf of the citizen group, Anoka County Election Integrity Team (ACEIT). The report was titled “Why Were the Federal EAC Marks of Certification Removed from Anoka County’s Electronic Voting System in April of 2020 and What Does this Mean?”

Kevin Stanton, 1157 Main Street, Lino Lakes, reviewed his legal matters and requested assistance in furthering his complaint to the FBI.

Chris Stowe, 426 Pine Street, spoke in opposition to the use of the Flock camera system, noting that another area city discontinued the use of the cameras.

Mr. Stowe thanked the Council for not advancing the proposed \$100,000 sign near City Hall and cautioned against future concepts that could create light pollution, involve advertising, or use water. He stated that LED lighting for the water towers discussed at the Work Session was unnecessary given road repair needs. He also raised concerns about a panhandler at a local intersection and suggested the City consider an ordinance if one does not exist.

Motion to Close the Public Comment period at 6:39 p.m.

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

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

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

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

2. FINANCE DEPARTMENT REPORT

No Report

3. ADMINISTRATION DEPARTMENT REPORT

No Report

4. POLICE DEPARTMENT REPORT

No Report

5. FIRE DEPARTMENT REPORT

No Report

6. PUBLIC SERVICES DEPARTMENT REPORT

Motion to adopt Resolution No. 26-152, Approving a Water Tower Lease Agreement with New Cingular Wireless PCS, LLC

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

7. COMMUNITY DEVELOPMENT REPORT

A. Lyngblomsten at Lino Lakes Second Addition

Motion to adopt Resolution No. 26-149 for PUD Final Plan/Final Plat.

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

Motion to adopt Resolution No. 26-150 for Planned Unit Development Agreement.

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

8. UNFINISHED BUSINESS

None

9. NEW BUSINESS

None

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
- 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.
 - D. Blue Heron Days is August 13th to the 16th. The parade is August 15th.

ADJOURNMENT

Mayor Rafferty adjourned the meeting at 7:01 p.m.

These minutes were approved at the City Council Meeting on August 24, 2026.

Roberta Colotti, CMC
City Clerk

Rob Rafferty,
Mayor

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE August 24, 2026

AGENDA ITEM: Hiring of Part-Time Staff for the Rookery Activity Center

VOTE REQUIRED: Simple Majority

INTRODUCTION

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

BACKGROUND

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

RECOMMENDATION

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

First NameLast Name		Title
Grace	Hagen	Child Watch Attendant

Start dates vary based on position and training schedule.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: August 24, 2026

TOPIC: Resolution No. 26-162, Approving Property Owner Agreements,
Water Service Connection Project

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting that City Council approve the Property Owner Agreements 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 the option to be part of the City project for water connection "City Contractor Agreement", or to contract with a contractor of their choice "Homeowner Contractor Agreement". There are two MDH Stipulation Agreements for properties where they are allowed to keep their existing wells. The following properties have signed agreements for connection to municipal water:

Property Owner Agreement No Prior Connection City Contractor

8028 Elbe Street

Property Owner Agreement No Prior Connection City Contractor MDH Stipulation
Agreement and Minnesota Department of Health Stipulation Agreement

8020 Danube Street

Property Owner Agreement Prior Connection

954 81st Street W

8011 Elbe Street

RECOMMENDATION

Staff is recommending the City Council approve Resolution 26-162, Approving the Property Owner Agreements for the Well Sealing and Water Service Connection Project and Stipulation Agreements.

ATTACHMENTS

1. Resolution No. 26-162
2. Property Owner Agreements

**CITY OF LINO LAKES
RESOLUTION NO. 26-162**

**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:

8028 Elbe Street

Property Owner Agreement No Prior Connection City Contractor MDH Stipulation Agreement and Minnesota Department of Health Stipulation Agreement:

8020 Danube Street

Property Owner Agreement Prior Connection:

954 81st Street W
8011 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,

Community Development Director, 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 24th 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 Jernine the owner(s) (“Property Owner”) of the property located at 8028 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.
 - 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 30 date of July, 2026.

CITY OF LINO LAKES, MINNESOTA

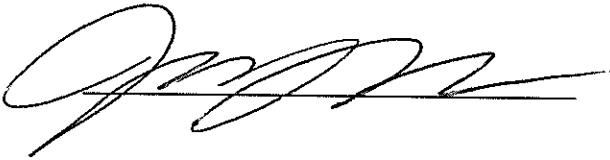
By: Rob Rafferty, Mayor

By: Roberta Colotti, CMC, City Clerk

WSB LLC

By: __ [NAME], [TITLE]

PROPERTY OWNER(S)



Property Owner Agreement
No Prior Connection – City Contractor
MDH Stipulation Agreement

This Agreement is entered into by and among James Schally and Janelle Schally the owner(s) (“Property Owner”) of the property located at 8020 Danube Street, Lino Lakes, Minnesota 55014 (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, due to the unique characteristics of the well located on Property Owner’s property, the Minnesota Department of Health entered into a stipulation with the City and Property Owner wherein the Property Owner is allowed to keep their well, though the Property Owner will still connect to municipal water;

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.** The City will hire a contractor to connect the Property to the municipal water line. The existing well may remain in place pursuant to the Stipulation Agreement with MDH number 250026 (the “MDH Stipulation Agreement”) attached hereto as Exhibit A. WSB will administer and oversee the corrective work in its capacity as the City engineer. The Property Owner shall not be responsible for the costs incurred by the contractor.
 - b. **Payment of Water Connection Charges.** The Property Owner shall not be responsible for paying the applicable water connection charges, the permits

required for the connection to the Municipal Water or Well Sealing, or the applicable inspection fees permitted under the City Code.

- c. **Utility Credit.** Property Owner will receive a utility credit in the total amount of One Thousand Dollars (\$1,000), which shall be applied as a credit against the Property Owner's municipal water utility bills as such bills become due and payable, until the full \$1,000 credit has been exhausted. The utility credit shall be applied on a periodic billing basis and shall not be paid in cash or refunded for any unused balance. If the Property is sold or otherwise transferred before full use of the credit, any remaining balance is forfeited and shall not transfer to or be available for use by any subsequent owner.
2. **Property Owner Release.** In return for the consideration outlined in Paragraph 1 above and other good and valuable consideration, the receipt of which is hereby acknowledged, Property Owner hereby releases and forever discharges the City and WSB and their agents and employees from any and all claims, causes of action, and demands of every kind or nature, whether asserted or unasserted, known or unknown, relating in any way to the Correction Orders, the connection to the Municipal Water, the continued use of the existing well, or the MDH Stipulation Agreement (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, 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

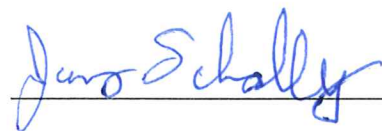
By: Rob Rafferty, Mayor

By: Roberta Colotti, CMC, City Clerk

WSB LLC

By: Monica Heil, Sr. Vice President, Municipal

PROPERTY OWNER(S)

_____
A handwritten signature in blue ink, appearing to read "Jono Schally", is written over a horizontal line.

_____
A handwritten signature in blue ink, appearing to read "Janelle Schally", is written over a horizontal line.

EXHIBIT A
STIPULATION AGREEMENT

**In the Matter of a Buried Sewer Constructed in the Lino Lakes City Right-of-Way
Adjacent to 8020 Danube Street, Lino Lakes, Anoka County, Minnesota**

THE FOLLOWING IS HEREBY STIPULATED AND AGREED by the City of Lino Lakes, Janelle Schally, James Schally, and the Minnesota Department of Health, Well Management Section (MDH).

I. STIPULATED STATEMENT OF FACTS

The following constitutes a summary of the facts on which this Stipulation Agreement (Agreement) is based.

1. Minnesota Statutes, chapter 103I grants the commissioner of health authority to regulate the drilling, construction, and sealing of wells and borings in Minnesota. It is the intent of Minnesota Statutes, chapter 103I to protect the public health and groundwater in Minnesota.
2. Minnesota Statutes, section 103I.205, subdivision 6, and Minnesota Rules, part 4725.4450, subpart 1, require that a contamination source must not be placed, constructed, or installed any closer to a water-supply well than the distances in this part.
3. Minnesota Rules, part 4725.0410 provides for the commissioner to grant a variance to any provision of this chapter and requires the commissioner to grant variances in accordance with the procedures and criteria specified in Minnesota Rules, parts 4717.7000 through 4717.7050. However, Minnesota Rules, part 4717.7010, subdivision 3 requires that a variance shall only have future effect.
4. Minnesota Rules, part 4725.4450, subpart 1, item E, subitem (12), requires a water-supply well be no less than 50 feet from *"a buried sewer, except as provided in item G, subitem (5), that:*
 - (a) serves as a collector or municipal sewer;*
 - (b) is open-jointed; or*
 - (c) is constructed of materials that do not meet the specifications, methods, and testing protocol in UPC table 701.1 and section 723.0 as incorporated by part 4714.0050;."*
5. The City of Lino Lake installed a buried municipal sewer in the City's Right-of-Way less than 50 feet from the water-supply well, Minnesota Unique Well Number 818809 (subject well), at 8020 Danube Street, Lino Lakes, Minnesota.
6. Janelle Schally and James Schally are the current owners of the subject well at 8020 Danube Street, Lino Lakes, Minnesota.

7. Barrott Drilling Services (former license number 1860) completed construction of the subject well on September 28, 2017. On the Well and Boring Construction Record, Barrott Drilling Services reported:
 - a. The total depth of the subject well is 200 feet below the ground surface (bgs).
 - b. The following geologic materials were reported as encountered during drilling:
 - i. sand from ground surface to 40 feet bgs,
 - ii. clay from 40 to 45 feet bgs,
 - iii. sand from 45 to 75 feet bgs,
 - iv. clay from 75 to 110 feet bgs,
 - v. clay gravel from 110 to 180 feet bgs, and
 - vi. coarse sand from 180 to 200 feet bgs.
 - c. Construction of the subject well was completed using plastic casing from approximately 12 inches above ground surface to 196 feet bgs. A well screen was set between 196 and 200 feet bgs.
 - d. The rotary drilling method was used to construct the subject well.
 - e. Bentonite grout was used to fill the annular space between the well casing and the borehole from 0 to 50 feet bgs.
8. Douglas Edson, hydrologist with the MDH St. Paul District Office, inspected the subject well on March 20, 2026. During the inspection, he observed the horizontal distance between the buried municipal sewer and the subject well was approximately 43.5 feet. There were no other compliance issues with the well.
9. MDH has determined that the City of Lino Lakes constructed the buried municipal sewer less than the 50-foot minimum required isolation distance between a buried municipal sewer and a water-supply well, in violation of Minnesota Rules, part 4725.4450, subpart 1, item E, subitem (12).
10. MDH has reviewed the available information and concludes that, in this specific case, the degree of safety that currently exists with the construction of the buried municipal sewer in proximity to the subject well likely is equivalent to the degree of safety that results when the minimum requirements of Minnesota Rules, chapter 4725 are met. MDH is willing to enter into an Agreement in this case due to the following factors:
 - a. MDH cannot issue a variance because Minnesota Rules, part 4717.7010, subdivision 3 requires that a variance shall only have future effect.
 - b. The subject well is cased to 196 feet bgs. This exceeds the minimum of 15 feet of watertight casing requirement of Minnesota Rules, part 4725.4550.
 - c. The casing of the subject well reportedly:

Michael Grochala
Janelle Schally and James Schally
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- i. penetrates clay from 40 to 45 feet bgs, clay from 75 to 110 feet bgs, and clay gravel from 180 to 196 bgs; and
- ii. the annular space between the casing of the subject well and the bore hole is filled with bentonite grout from 0 to 50 feet bgs through 5 feet of clay material.

11. MDH has determined that this Agreement is the appropriate enforcement tool to resolve the noncomplying conditions and that no further corrective work is required other than provided in this Agreement.

II. RESPONSIBILITIES OF PARTIES

Based on the facts and conditions stated in this Agreement, the Agreement allows the buried municipal sewer to remain constructed with the non-complying isolation distance.

This Agreement shall be effective by and between signatories when signed by MDH. This Agreement is valid until the subject well is permanently sealed by a licensed well contractor or the violation corrected. Failure to comply with the terms of this Agreement shall make this Agreement null and void. This Agreement may only be amended by written agreement between the parties.

The parties agree that this Agreement:

- 1. Does not modify or vary other provisions of Minnesota Rules, chapter 4725.
- 2. Does not modify, vary, or address any other statutes, rules, regulations, ordinances, or laws.
- 3. Does not permit future installation of contamination sources closer to the subject well than the distances established in Minnesota Rules, chapter 4725.
- 4. Does not permit any future construction, repair, or sealing work on the subject well or the buried municipal sewer that violates any statutes, rules, regulations, ordinances, or laws.
- 5. Does not constitute any type of guarantee or warrantee, expressed or implied, by MDH concerning the construction of the subject sewer or the subject well.

Michael Grochala
Janelle Schally and James Schally
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July 23, 2026

The parties further agree to the following:

RESPONSIBILITIES OF THE CITY OF LINO LAKES

The City of Lino Lakes agrees:

1. The City of Lino Lakes installed the buried municipal sewer approximately 42 feet from the subject well described in this Agreement, in violation of Minnesota Rules, part 4725.4450, subpart 1, item E, subitem (12).
2. Federal and state health programs may establish harsher penalties for violations of health laws or rules that constitute repeat violations. In any proceeding to resolve violations, if any, occurring after the date of the violations alleged in this Agreement, the City of Lino Lakes reserves the right to contest the extent to which the violations alleged in this Agreement should affect the penalty amount for later violations, but waives any right, in the proceedings brought by the MDH, to contend that the violations set forth in this Agreement did not occur as alleged or to require MDH to prove the violations alleged in this Agreement.
3. This Agreement being public data.

RESPONSIBILITIES OF JANELLE SCHALLY AND JAMES SCHALLY

Janelle Schally and James Schally agree to to:

1. Keep a copy of this Agreement with their permanent property records for this property.
2. Provide a copy of this Agreement to potential buyers for review prior to closing the sale of the property.
3. This Agreement being public data.

RESPONSIBILITIES OF MDH

MDH agrees that:

1. Except as required to enforce the terms of this Agreement, MDH shall not initiate any further enforcement actions against the City of Lino Lakes for the violation described herein.
2. MDH agrees to allow the buried municipal sewer to remain constructed with the non-complying isolation distance described in this Agreement, and the City of Lino Lakes may continue to operate, maintain, and repair the existing buried municipal sewer infrastructure as of this Agreement. This does not include replacement or installation of new buried municipal sewer within the non-complying isolation distance.
3. MDH retains the right to initiate additional enforcement actions against the City of Lino Lakes, or any other party in its sole discretion, for any violations of Minnesota Rules, chapter 4725 and Minnesota Statutes, chapter 103I, other than those described herein, in accordance with Minnesota Statutes, section 144.99.
4. This Agreement may be signed in counterparts. MDH shall copy and distribute to each signatory a fully executed stipulation including copies of all signature pages.

Michael Grochala
Janelle Schally and James Schally
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July 23, 2026

BY THEIR SIGNATURES HEREON, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT, THEIR AGENTS, CONTRACTORS, AND SUBSIDIARIES.

For: The City of Lino Lakes

By _____
Michael Grochala
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, Minnesota 55014

Dated this _____ day of _____ 20__.

For: Janelle Schally

By Janelle Schally
Janelle Schally
8020 Danube Street
Lino Lakes, Minnesota 55014

Dated this 18 day of Aug. 2026.

For: James Schally

By James Schally
James Schally
8020 Danube Street
Lino Lakes, Minnesota 55014

Dated this 18 day of Aug 2026.

For: Minnesota Department of Health

By _____
Teresa L. Purrington, Assistant Division Director
Well Management Section
Environmental Health Division

Dated this _____ day of _____ 20__.

July 23, 2026

Refer to: Case Number 250026

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

Delight Demulling
8074 Lake Drive
Lino Lakes, Minnesota 55014

Dear Michael Grochala and Delight Demulling:

Subject: Stipulation Agreement for a Buried Municipal Sewer Constructed in the Lino Lakes City Right-of-Way, Lino Lakes, Anoka County

Enclosed is a Stipulation Agreement (Agreement) between the City of Lino Lakes, Delight Demulling, and the Minnesota Department of Health (MDH). This Agreement is to allow the buried municipal sewer in the Lino Lakes City Right-of-Way adjacent to 8074 Lake Drive in Lino Lakes to remain where it is constructed.

Please review the enclosed Agreement. If you find the Agreement satisfactory, please sign it and return it to avery.guertin@state.mn.us by **August 27, 2026**. After we receive the signed Agreement, we will forward a fully executed copy of the Agreement to you for your records. If you do not sign and return the Agreement by the above specified deadline, MDH will rescind the offer for the Agreement. You will then be required to comply with Corrective Action 1 or 2 of the Correction Order issued on September 25, 2025.

If you have any questions or concerns, please contact Avery Guertin at avery.guertin@state.mn.us or 651-201-5959.

Sincerely,

Teresa L.

Purrington

Teresa L. Purrington, Assistant Division Director

Minnesota Department of Health

Well Management Section

P.O. Box 64975

St. Paul, Minnesota 55164-0975

Digitally signed by Teresa L.
Purrington
Date: 2026.07.24 13:31:12
-05'00'

Enclosures

cc: Jennifer Weier, MDH

**In the Matter of a Buried Sewer Constructed in the Lino Lakes City Right-of-Way
Adjacent to 8074 Lake Drive, Lino Lakes, Anoka County, Minnesota**

THE FOLLOWING IS HEREBY STIPULATED AND AGREED by the City of Lino Lakes, Delight Demulling, and the Minnesota Department of Health, Well Management Section (MDH).

I. STIPULATED STATEMENT OF FACTS

The following constitutes a summary of the facts on which this Stipulation Agreement (Agreement) is based.

1. Minnesota Statutes, chapter 103I grants the commissioner of health authority to regulate the drilling, construction, and sealing of wells and borings in Minnesota. It is the intent of Minnesota Statutes, chapter 103I to protect the public health and groundwater in Minnesota.
2. Minnesota Statutes, section 103I.205, subdivision 6, and Minnesota Rules, part 4725.4450, subpart 1, require that a contamination source must not be placed, constructed, or installed any closer to a water-supply well than the distances in this part.
3. Minnesota Rules, part 4725.0410 provides for the commissioner to grant a variance to any provision of this chapter and requires the commissioner to grant variances in accordance with the procedures and criteria specified in Minnesota Rules, parts 4717.7000 through 4717.7050. However, Minnesota Rules, part 4717.7010, subdivision 3 requires that a variance shall only have future effect.
4. Minnesota Rules, part 4725.4450, subpart 1, item E, subitem (12), requires a water-supply well be no less than 50 feet from "*a buried sewer, except as provided in item G, subitem (5), that:*
 - (a) *serves as a collector or municipal sewer;*
 - (b) *is open-jointed; or*
 - (c) *is constructed of materials that do not meet the specifications, methods, and testing protocol in UPC table 701.1 and section 723.0 as incorporated by part 4714.0050;."*
5. The City of Lino Lake installed a buried municipal sewer in the City's Right-of-Way less than 50 feet from the water-supply well, Minnesota Unique Well Number 709653 (subject well), at 8074 Lake Drive, Lino Lakes, Minnesota.
6. Delight Demulling is the current owner of the subject well at 8074 Lake Drive, Lino Lakes, Minnesota.

7. Sampson Well Company (current license number WCL-162) completed construction of the subject well on July 20, 2004. On the Well and Boring Construction Record, Sampson Well Company reported:
 - a. The total depth of the subject well is 260 feet below the ground surface (bgs).
 - b. The following geologic materials were reported as encountered during drilling:
 - i. sand from ground surface to 20 feet bgs,
 - ii. clay from 20 to 40 feet bgs,
 - iii. sand from 40 to 90 feet bgs,
 - iv. clay from 90 to 110 feet bgs,
 - v. rocky clay from 110 to 215 feet bgs, and
 - vi. sandstone/shale from 215 to 260 feet bgs.
 - c. Construction of the subject well was completed using plastic casing from approximately 12 inches above ground surface to 227 feet bgs. A well screen was set between 227 and 260 feet bgs.
 - d. The rotary drilling method was used to construct the subject well.
 - e. The following materials were used to fill the annular space between the well casing and the borehole:
 - i. Bentonite grout from 0 to 30 feet bgs,
 - ii. Drilling mud and cuttings from 30 to 203 feet; and
 - iii. Neat-cement grout from 203 to 223 feet.
8. Douglas Edson, hydrologist with the MDH St. Paul District Office, inspected the subject well on March 20, 2026. During the inspection, he observed the horizontal distance between the buried municipal sewer and the subject well was approximately 42 feet. There were no other compliance issues with the well.
9. MDH has determined that the City of Lino Lakes constructed the buried municipal sewer less than the 50-foot minimum required isolation distance between a buried municipal sewer and a water-supply well, in violation of Minnesota Rules, part 4725.4450, subpart 1, item E, subitem (12).
10. MDH has reviewed the available information and concludes that, in this specific case, the degree of safety that currently exists with the construction of the buried municipal sewer in proximity to the subject well likely is equivalent to the degree of safety that results when the minimum requirements of Minnesota Rules, chapter 4725 are met. MDH is willing to enter into an Agreement in this case due to the following factors:

Michael Grochala
Delight Demulling
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- a. MDH cannot issue a variance because Minnesota Rules, part 4717.7010, subdivision 3 requires that a variance shall only have future effect.
 - b. The subject well is cased to 227 feet bgs. This exceeds the minimum of 15 feet of watertight casing requirement of Minnesota Rules, part 4725.4550.
 - c. The casing of the subject well reportedly:
 - i. penetrates clay from 20 to 40 feet bgs, clay from 90 to 110 feet bgs, and rocky clay from 110 to 215 bgs;
 - ii. the annular space between the casing of the subject well and the bore hole is filled with bentonite grout from 0 to 30 feet bgs through 10 feet of clay material; and
 - iii. the annular space between the casing of the subject well and the bore hole is filled with neat-cement grout from 203 to 223 feet through 12 feet of rocky clay material.
11. MDH has determined that this Agreement is the appropriate enforcement tool to resolve the noncomplying conditions and that no further corrective work is required other than provided in this Agreement.

II. RESPONSIBILITIES OF PARTIES

Based on the facts and conditions stated in this Agreement, the Agreement allows the buried municipal sewer to remain constructed with the non-complying isolation distance.

This Agreement shall be effective by and between signatories when signed by MDH. This Agreement is valid until the subject well is permanently sealed by a licensed well contractor or the violation corrected. Failure to comply with the terms of this Agreement shall make this Agreement null and void. This Agreement may only be amended by written agreement between the parties.

The parties agree that this Agreement:

1. Does not modify or vary other provisions of Minnesota Rules, chapter 4725.
2. Does not modify, vary, or address any other statutes, rules, regulations, ordinances, or laws.
3. Does not permit future installation of contamination sources closer to the subject well than the distances established in Minnesota Rules, chapter 4725.
4. Does not permit any future construction, repair, or sealing work on the subject well or the buried municipal sewer that violates any statutes, rules, regulations, ordinances, or laws.
5. Does not constitute any type of guarantee or warrantee, expressed or implied, by MDH concerning the construction of the subject sewer or the subject well.

Michael Grochala
Delight Demulling
Page 4 of 6
July 23, 2026

The parties further agree to the following:

RESPONSIBILITIES OF THE CITY OF LINO LAKES

The City of Lino Lakes agrees:

1. The City of Lino Lakes installed the buried municipal sewer approximately 42 feet from the subject well described in this Agreement, in violation of Minnesota Rules, part 4725.4450, subpart 1, item E, subitem (12).
2. Federal and state health programs may establish harsher penalties for violations of health laws or rules that constitute repeat violations. In any proceeding to resolve violations, if any, occurring after the date of the violations alleged in this Agreement, the City of Lino Lakes reserves the right to contest the extent to which the violations alleged in this Agreement should affect the penalty amount for later violations, but waives any right, in the proceedings brought by the MDH, to contend that the violations set forth in this Agreement did not occur as alleged or to require MDH to prove the violations alleged in this Agreement.
3. This Agreement being public data.

RESPONSIBILITIES OF DELIGHT DEMULLING

Delight Demulling agrees to:

1. Keep a copy of this Agreement with their permanent property records for this property.
2. Provide a copy of this Agreement to potential buyers for review prior to closing the sale of the property.
3. This Agreement being public data.

Michael Grochala
Delight Demulling
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July 23, 2026

RESPONSIBILITIES OF MDH

MDH agrees that:

1. Except as required to enforce the terms of this Agreement, MDH shall not initiate any further enforcement actions against the City of Lino Lakes for the violation described herein.
2. MDH agrees to allow the buried municipal sewer to remain constructed with the non-complying isolation distance described in this Agreement, and the City of Lino Lakes may continue to operate, maintain, and repair the existing buried municipal sewer infrastructure as of this Agreement. This does not include replacement or installation of new buried municipal sewer within the non-complying isolation distance.
3. MDH retains the right to initiate additional enforcement actions against the City of Lino Lakes, or any other party in its sole discretion, for any violations of Minnesota Rules, chapter 4725 and Minnesota Statutes, chapter 103I, other than those described herein, in accordance with Minnesota Statutes, section 144.99.
4. This Agreement may be signed in counterparts. MDH shall copy and distribute to each signatory a fully executed stipulation including copies of all signature pages.

Michael Grochala
Delight Demulling
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July 23, 2026

BY THEIR SIGNATURES HEREON, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT, THEIR AGENTS, CONTRACTORS, AND SUBSIDIARIES.

For: The City of Lino Lakes

By _____
Michael Grochala
City of Lino Lakes
600 Town Center Parkway
Lino Lakes, Minnesota 55014

Dated this ____ day of _____ 20__.

For: Delight Demulling

By 
Delight Demulling
8074 Lake Drive
Lino Lakes, Minnesota 55014

Dated this 17 day of August 2026.

For: Minnesota Department of Health

By _____
Teresa L. Purrington, Assistant Division Director
Well Management Section
Environmental Health Division

Dated this ____ day of _____ 20__.

Property Owner Agreement
Prior Connection

This Agreement is entered into by and among ^{Julia}~~Pearson~~ the owner(s) ("Property Owner") of the property located at 945 81st St. W. (the "Property"), the City of Lino Lakes Minnesota (the "City") and WSB LLC ("WSB") (collectively the "Parties" and each a "Party").

RECITALS

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

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

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

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

- b. **Well Water Testing.** All required testing of the wells prior to sealing shall be performed by a qualified third-party at no charge to the Property Owner. The Property Owner shall submit to the City and WSB all testing results and invoices for the testing, which will be reimbursed by WSB.
 - c. **Utility Credit.** Property Owner will receive a utility credit in the total amount of One Thousand Dollars (\$1,000), which shall be applied as a credit against the Property Owner's municipal water utility bills as such bills become due and payable, until the full \$1,000 credit has been exhausted. The utility credit shall be applied on a periodic billing basis and shall not be paid in cash or refunded for any unused balance. If the Property is sold or otherwise transferred before full use of the credit, any remaining balance is forfeited and shall not transfer to or be available for use by any subsequent owner.
2. **Property Owner Release.** In return for the consideration outlined in Paragraph 1 above and other good and valuable consideration, the receipt of which is hereby acknowledged, Property Owner hereby releases and forever discharges the City and WSB and their agents and employees from any and all claims, causes of action and demands of every kind or nature, whether asserted or unasserted, known or unknown, relating in any way to the Correction Orders, the connection to the Municipal Water, or the Well Sealing (the "Released Claims").
3. **No Admission of Liability.** This Agreement does not constitute an admission of liability or wrongdoing by any party. Neither this Agreement nor any negotiations, discussions, or proceedings related to this Agreement shall be offered or received as evidence of an admission of liability or wrongdoing by any party.
4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications between them, whether oral or written, with respect to the subject matter hereof. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.
5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or relating to this Agreement shall be venued exclusively in the District Court of Anoka County, Minnesota, and the Parties hereby consent to the personal jurisdiction of such court.
6. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed

as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for all purposes.
8. **Authority to Execute.** Each party represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and that the person signing this Agreement on its behalf has been properly authorized to do so. Property Owner represents that it is the sole and exclusive owner of the Property and that it has not been transferred or otherwise devised to any other party.

[signature page to follow]

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

CITY OF LINO LAKES, MINNESOTA

By: Rob Rafferty, Mayor

By: Roberta Colotti, CMC, City Clerk

WSB LLC

By: [NAME], [TITLE]

PROPERTY OWNER(S)

Julie Pearson

Property Owner Agreement
Prior Connection

This Agreement is entered into by and among ^{JAMES & DOLORES} CARR the owner(s) ("Property Owner") of the property located at ^{MN 55014} 954 81ST W, LINO LAKES (the "Property"), the City of Lino Lakes Minnesota (the "City") and WSB LLC ("WSB") (collectively the "Parties" and each a "Party").

RECITALS

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

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

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

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

- b. **Well Water Testing.** All required testing of the wells prior to sealing shall be performed by a qualified third-party at no charge to the Property Owner. The Property Owner shall submit to the City and WSB all testing results and invoices for the testing, which will be reimbursed by WSB.
 - c. **Utility Credit.** Property Owner will receive a utility credit in the total amount of One Thousand Dollars (\$1,000), which shall be applied as a credit against the Property Owner's municipal water utility bills as such bills become due and payable, until the full \$1,000 credit has been exhausted. The utility credit shall be applied on a periodic billing basis and shall not be paid in cash or refunded for any unused balance. If the Property is sold or otherwise transferred before full use of the credit, any remaining balance is forfeited and shall not transfer to or be available for use by any subsequent owner.
2. **Property Owner Release.** In return for the consideration outlined in Paragraph 1 above and other good and valuable consideration, the receipt of which is hereby acknowledged, Property Owner hereby releases and forever discharges the City and WSB and their agents and employees from any and all claims, causes of action and demands of every kind or nature, whether asserted or unasserted, known or unknown, relating in any way to the Correction Orders, the connection to the Municipal Water, or the Well Sealing (the "Released Claims").
3. **No Admission of Liability.** This Agreement does not constitute an admission of liability or wrongdoing by any party. Neither this Agreement nor any negotiations, discussions, or proceedings related to this Agreement shall be offered or received as evidence of an admission of liability or wrongdoing by any party.
4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications between them, whether oral or written, with respect to the subject matter hereof. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.
5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or relating to this Agreement shall be venued exclusively in the District Court of Anoka County, Minnesota, and the Parties hereby consent to the personal jurisdiction of such court.
6. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed

as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for all purposes.
8. **Authority to Execute.** Each party represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and that the person signing this Agreement on its behalf has been properly authorized to do so. Property Owner represents that it is the sole and exclusive owner of the Property and that it has not been transferred or otherwise devised to any other party.

[signature page to follow]

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

CITY OF LINO LAKES, MINNESOTA

By: Rob Rafferty, Mayor

By: Roberta Colotti, CMC, City Clerk

WSB LLC

By: [NAME], [TITLE]

PROPERTY OWNER(S)





Property Owner Agreement
Prior Connection

This Agreement is entered into by and among ^{Dawn Murphy} ~~Murphy~~ the owner(s) ("Property Owner") of the property located at 8011 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;

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

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

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

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

- b. **Well Water Testing.** All required testing of the wells prior to sealing shall be performed by a qualified third-party at no charge to the Property Owner. The Property Owner shall submit to the City and WSB all testing results and invoices for the testing, which will be reimbursed by WSB.
 - c. **Utility Credit.** Property Owner will receive a utility credit in the total amount of One Thousand Dollars (\$1,000), which shall be applied as a credit against the Property Owner's municipal water utility bills as such bills become due and payable, until the full \$1,000 credit has been exhausted. The utility credit shall be applied on a periodic billing basis and shall not be paid in cash or refunded for any unused balance. If the Property is sold or otherwise transferred before full use of the credit, any remaining balance is forfeited and shall not transfer to or be available for use by any subsequent owner.
2. **Property Owner Release.** In return for the consideration outlined in Paragraph 1 above and other good and valuable consideration, the receipt of which is hereby acknowledged, Property Owner hereby releases and forever discharges the City and WSB and their agents and employees from any and all claims, causes of action and demands of every kind or nature, whether asserted or unasserted, known or unknown, relating in any way to the Correction Orders, the connection to the Municipal Water, or the Well Sealing (the "Released Claims").
3. **No Admission of Liability.** This Agreement does not constitute an admission of liability or wrongdoing by any party. Neither this Agreement nor any negotiations, discussions, or proceedings related to this Agreement shall be offered or received as evidence of an admission of liability or wrongdoing by any party.
4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and communications between them, whether oral or written, with respect to the subject matter hereof. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.
5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provisions. Any dispute arising out of or relating to this Agreement shall be venued exclusively in the District Court of Anoka County, Minnesota, and the Parties hereby consent to the personal jurisdiction of such court.
6. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed

as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for all purposes.
8. **Authority to Execute.** Each party represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder, and that the person signing this Agreement on its behalf has been properly authorized to do so. Property Owner represents that it is the sole and exclusive owner of the Property and that it has not been transferred or otherwise devised to any other party.

[signature page to follow]

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

CITY OF LINO LAKES, MINNESOTA

By: Rob Rafferty, Mayor

By: Roberta Colotti, CMC, City Clerk

WSB LLC

By: [NAME], [TITLE]

PROPERTY OWNER(S)

Dennis Murphy
Rob Murphy

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

STAFF ORIGINATOR: Curt Boehme , Chief of Police

MEETING DATE August 24, 2026

AGENDA ITEM: Mutual Aid Agreement – State of Minnesota Department of Corrections
– Lino Lakes

VOTE REQUIRED: Simple Majority

INTRODUCTION

The Minnesota Department of Corrections (DOC) Facility – Lino Lakes has requested the city enter into a mutual aid joint powers agreement (JPA).

BACKGROUND

This agreement would allow resources to be requested by the City or the Department of Corrections for emergency response within Lino Lakes as well as within the correctional facility in Lino Lakes.

The Council previously approved an agreement that was in effect from April 2019 through March 2024.

The Lino Lakes City Attorney has reviewed the agreement and did not have any concerns with the city signing the agreement.

RECOMMENDATION

Staff recommends the council approve the mutual aid joint powers agreement and authorize the Mayor and City Administrator to sign the contract.

ATTACHMENTS

1. Joint Powers Agreement between the City of Lino Lakes and State of Minnesota
Department of Corrections – Lino Lakes

Mutual Aid Agreements – Instructions

Process for Completion of DOC Mutual Aid Agreement

☒ Needs assessment

- Identify resource gaps or potential support areas (e.g., personnel, equipment).

☒ Partner engagement

- Initiate contact with the partnering agency.
- Confirm intent, scope, limitations, specialized resources, etc.
- Use DOC-approved Mutual Aid Agreement template

☐ Approval and signature of agreement

- **STEP 1:** Warden/Director signs



- **STEP 2:** At least one authorized representative of the partner agency/jurisdiction signs.



- **STEP 3:** Representative from the Emergency Preparedness and Operations Support (EPOS) Unit reviews, signs, and routes to Commissioner. Agreements can be sent to EPOS unit at imt.doc@state.mn.us. EPOS Member will brief Commissioner/Designee and obtain their signature.



- **STEP 4:** DOC Commissioner or designee signs



- **STEP 5:** EPOS Unit Rep files completed agreement within central repository and sends fully executed copy back to originating DOC facility/business unit.

☐ File and route copies of fully executed agreement to partner agency.

☐ Notify key personnel and update internal response plans.

Questions:

For additional support or questions contact [DOC Emergency Preparedness and Operations Support \(EPOS\)](#).



Minnesota Department of Corrections Mutual Aid Agreement

**This agreement is between the State of Minnesota, Department of Corrections
(DOC), Minnesota Correctional Facility Lino Lakes**

and

City of Lino Lakes, Minnesota

Purpose

This Agreement is made pursuant to Minn. Stat. § 471.59, which authorizes the joint and cooperative exercise of powers common to the parties; Minn. Stat. § 12.27, subd. 1, which authorizes mutual aid arrangements for reciprocal emergency management aid and assistance in an emergency or disaster too great to be dealt with unassisted; and DOC Policy 300.036, which allows emergency assistance to or from local governmental correctional or law enforcement systems through use of mutual aid agreements. The intent is to make equipment, personnel, and other resources available to parties under this agreement.

Definitions

1. "Party" means a governmental unit as defined by Minn. Stat. § 471.59, subd. 1. "Parties" shall collectively mean more than one Party.
2. "Requesting Official" means the person designated by a Party who is responsible for requesting Assistance from other Parties.
3. "Requesting Party" means a Party that requests Assistance from other Parties.
4. "Responding Official" means the person designated by a Party who is responsible to determine whether and to what extent that Party should provide Assistance to a Requesting Party.
5. "Responding Party" means a Party that provides Assistance to a Requesting Party.
6. "Assistance" means, but is not limited to:
 - Law enforcement personnel and equipment.
 - Fire and/or emergency medical services personnel and equipment.
 - Public works/utility personnel and equipment.
 - Logistical support and supplies.
 - If applicable, other personnel and specialized equipment as listed below:

Procedure

1. **Request for Assistance.** Whenever, in the opinion of a Requesting Official, there is a need for Assistance from other Parties, the Requesting Official may call upon the Responding Official of any other Party to furnish Assistance.
 - For the DOC, the Requesting Official is the facility warden/director/designee in consultation with the Commissioner of Corrections/designee.
2. **Response to Request.** Upon the request for Assistance from a Requesting Party, the Responding Official may authorize and direct that Party's personnel to provide Assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of resources.
 - For the DOC, the Responding Official is the facility warden/director/designee in consultation with the Commissioner of Corrections/designee.
3. **Recall of Assistance.** The Responding Official may at any time recall such Assistance when in their best judgment or by an order from the governing body/executive team of the Responding Party, it is considered to be in the best interests of the Responding Party to do so.
4. **Command of Scene.** The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and operational control of the Requesting Party until the Responding Official withdraws assistance.
5. **Limitations**
 - DOC staff may not use weapons, ammunition, or chemical agents to provide assistance, except in extraordinary circumstances, or as authorized by the Commissioner of Corrections/designee.
 - Unmanned Aerial Vehicles (UAV) – In accordance with Minn. Stat. § 243.552, authorization from the Commissioner of Corrections/designee must be obtained prior to flying a UAV over a state correctional facility.
 - Emergency Transportation – The DOC may provide emergency transportation of individuals who are in the custody of a local law enforcement agency (LEA). The LEA will provide sufficient staff to maintain security and control. At no time will the DOC have assumed custody of the individual.
 - Scheduled Events – DOC assistance, other than equipment, may not extend into operations such as crowd control for general public safety events or the enforcement of laws associated with scheduled public events without prior authorization from the Commissioner of Corrections/designee.

Workers' Compensation

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employees, volunteers, or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Damage to equipment

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Liability

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subd. 6) of the Requesting Party.
2. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in responding to a request for Assistance by the Requesting Party pursuant to this Agreement.

For purposes of determining total liability for damages pursuant to Minn. Stat. § 471.59, subd. 1a(b), the Parties are considered a single governmental unit, and the total liability of the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minn. Stat. § 466.04, subd. 1.

The intent of this subdivision is to impose on each Requesting Party a duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

3. No party to this Agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to any other Party, or for recalling Assistance, both as described in this Agreement.

Charges to the Requesting Party

1. No charges will be levied by a Responding Party to this Agreement for Assistance rendered to a Requesting Party under the terms of this Agreement unless that Assistance continues for a period of more than 24 hours. If Assistance provided under this Agreement continues for more than 24 hours, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any Assistance provided after the initial 24-hour period, including salaries, overtime, materials and supplies and other necessary expenses. The Requesting Party will reimburse the Party providing the Assistance for that amount.
2. In this scenario, the agreement must be amended to reflect the expenditure of funds by the appropriate party.
3. Such charges are not contingent upon the availability of federal government funds.
4. All wage calculations shall start at zero hours at the beginning of the deployment.
5. All equipment shall be reimbursed at the current applicable FEMA Rate, unless the assisting jurisdiction/organization has a documented rate (pre-deployment) for which they charge.

6. If agreed upon prior to deployment and authorized by the Responding Parties' existing contracts, policies, and unions, the Responding Party may be reimbursed for backfill/staffing cost as well as any reasonable administrative fee as a result of the deployment.

Release of Information.

To the extent consistent with law, all information, directly or indirectly, associated with a response under this agreement is the property and responsibility of the Requesting Party. Any person(s), directly or indirectly, involved in any operation cannot release information, documents, or direct statements to the public or news media unless authorized, except as required by law or court order, all information shall be vetted and approved for release by a Requesting Official or his or her designee.

Government Data and Privacy

The parties agree to abide by the applicable provisions of the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13), HIPAA requirements, and all other applicable state or federal rules, regulations or orders pertaining to the handling of data and/or privacy or confidentiality. The parties understand that all the data created, collected, received, stored, used, maintained or disseminated by the parties in providing assistance during the period of deployment is subject to the requirements of Chapter 13 and agree that nothing in this agreement is meant to limit either party's compliance with its obligations thereunder.

Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this agreement and appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the Requesting Party's County, State of Minnesota.

Duration

This Agreement will remain in effect for a period of two (2) years from the date of execution and shall be subject to review and update on an annual basis. Any Party may withdraw from this Agreement upon thirty (30) days written notice to the other Party or Parties to the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

signature page follows

Execution

Each party hereto has read, agreed to, and executed this Mutual Aid Agreement on the date indicated.

1. Dept. of Corrections

Minnesota Dept. of Corrections – Commissioner

Sign: _____

Printed Name _____

Date _____

Minnesota Dept. of Corrections – Warden/Director

Sign: _____

Printed Name Eddie Miles, Sr.

Facility Name MCF - hiro hakes

Date 8/6/26

Minnesota Dept. of Corrections – Emergency Preparedness & Operational Support (EPOS) Representative

Sign: _____

Printed Name _____

Facility Name _____

Date _____

2. Governmental Unit

(Enter) Official Name of Governmental Unit

Address: _____

Sign: _____

Printed Name _____

Title _____

Date _____

(**Additional Signature (as required)

Sign: _____

Printed Name _____

Title _____

Date _____

(**Additional Signature (as required)

Sign: _____

Printed Name _____

Title _____

Date _____

**CITY COUNCIL
REGULAR MEETING STAFF REPORT
AGENDA ITEM 2A**

STAFF ORIGINATOR: Tracy Thoma, Finance Director

MEETING DATE: August 24, 2026

TOPIC: **Public Hearing:** Resolution No. 26-156, Approving Adoption of Housing Program and Issuance of Senior Housing Revenue Refunding Note

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting City Council consideration to approve adoption of Housing Program and Issuance of a Senior Housing Revenue Refunding Note related to the Lyngblomsten Senior Housing Project.

BACKGROUND

In July of 2021 the City of Lino Lakes granted “host approval” for the City of Bethel to issue a Senior Housing Revenue Note in the amount of \$42,700,000.00 to Lyngblomsten at Lino Lakes, LLC (the “Borrower”) to finance the development of the senior community located at Hodgson Road and Ash Street. The Borrower is proposing to refinance the 2021 Note and taxable debt associated with the improvements.

The Borrower has requested that the City of Lino Lakes issue the tax-exempt or taxable bonds in the estimated principal amount not to exceed \$60,000,000 and loan the proceeds to the developer. Old National Bank has agreed to purchase the note from the City. Private activity tax-exempt financing allows the City to issue bonds on behalf of a private entity, enabling the borrower to access lower, tax-exempt interest rates. The City is not financially liable for repayment; the private borrower is. The City’s role is regulatory and facilitative, not fiscal. They do not pledge the City’s taxing authority.

The Borrower will pay the out-of-pocket expenses of the City related to this transaction, including legal fees, as well as the City’s negotiated administrative fee equal to \$60,000.00.

The issuance of the note requires the City to prepare a housing program for the project. The housing program sets forth the general description of the project, its geographic location and overall purpose.

In accordance with statutory requirements a public hearing must be held in order to issue the note. Following the public hearing the City Council will consider a resolution that approves the housing program, the issuance of the note and execution of the financing documents.

Further explanation is provided in the attached letter from Gina Fiorini, the City's Bond Counsel.

RECOMMENDATION

Staff has reviewed the request and is recommending approval of Resolution No. 26-156.

ATTACHMENTS

1. Resolution No. 26-156
2. Bond Counsel Memo, dated August 13, 2026
3. Program for Senior Multifamily Housing Development for Lyngblomsten at Lino Lakes LLC

CERTIFICATE

CITY OF LINO LAKES, MINNESOTA

I, the undersigned being a duly qualified and acting officer of the City of Lino Lakes, Minnesota, hereby attest and certify that:

1. As such officer, I have the legal custody of the original record from which the attached resolution was transcribed.

2. I have carefully compared the attached resolution with the original record of the meeting at which the resolution was acted upon.

3. I find the attached resolution to be a true, correct and complete copy of the original:

RESOLUTION AUTHORIZING A HOUSING PROGRAM AND PROVIDING FOR THE ISSUANCE AND SALE OF A SENIOR HOUSING REVENUE REFUNDING NOTE AT THE REQUEST OF LYNGBLOMSTEN AT LINO LAKES, LLC, AND APPROVING DOCUMENTS TO BE ENTERED INTO IN CONNECTION THEREWITH

4. I further certify that the affirmative vote on said resolution was _____ ayes, _____ nays, and _____ absent/abstention.

5. Said meeting was duly held, pursuant to call and notice thereof, as required by law, and a quorum was present.

WITNESS my hand officially as such officer this _____ day of August, 2026.

City Clerk

**CITY OF LINO LAKES
COUNTY OF ANOKA
STATE OF MINNESOTA**

RESOLUTION NO. 26-156

**RESOLUTION AUTHORIZING A HOUSING PROGRAM AND
PROVIDING FOR THE ISSUANCE AND SALE OF A SENIOR HOUSING
REVENUE REFUNDING NOTE AT THE REQUEST OF
LYNGBLOMSTEN AT LINO LAKES, LLC, AND APPROVING
DOCUMENTS TO BE ENTERED INTO IN CONNECTION THEREWITH**

BE IT RESOLVED by the City Council (the “City Council”) of the City of Lino Lakes, Minnesota (the “City”), as follows:

Authority. Pursuant to Minnesota Statutes, Chapters 462C and 462A, as amended (the “Act”), the City is authorized to issue revenue notes and sell such notes at public or private sale as may be determined by its governing body to be most advantageous; and to loan the proceeds of such notes to provide for the refunding of any notes then outstanding with the consent of the original issuer, all as further provided in the Act. Such notes are authorized to be secured by a pledge of the revenues to be derived from loan agreements with the borrower of such proceeds, and by such other security devices as may be deemed advantageous. Under the provisions of the Act, such notes shall be special, limited obligations, and shall not constitute an indebtedness of the issuer thereof, within the meaning of any state constitutional provision or statutory limitation, nor give rise to a pecuniary liability of the issuer or a charge against its general credit or taxing powers.

2. The Note and the Project. Lyngblomsten at Lino Lakes, LLC, a Minnesota limited liability company organized and operated as an organization recognized under Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”) (the “Borrower”), has submitted a conduit financing application to the City and requisite application fees and requested that the City issue one or more series of tax-exempt or taxable revenue notes pursuant to the Act, on behalf of the Borrower, the sole member of which is Lyngblomsten Services, Inc., a Minnesota nonprofit corporation organized and operated as an organization recognized under Section 501(c)(3) of the Code (“Lyngblomsten”). The City now hereby authorizes the issuance and sale of its Senior Housing Revenue Refunding Note, Series 2026 (Lyngblomsten at Lino Lakes Project) (the “Note”) in a principal amount not to exceed \$60,000,000 to Old National Bank, a national banking association (the “Purchaser”), on the further terms and conditions set forth herein and subject to receipt by the City simultaneously with or immediately upon issuance of the Note of a fee of \$60,000. Proceeds of the Note will be loaned to the Borrower (the “Loan”). The Borrower has represented to the City that the Loan will be used to (a) refund and refinance the outstanding amount of the tax-exempt Senior Housing Revenue Note (Lyngblomsten at Lino Lakes Project) Series 2021, issued by the City of Bethel, Minnesota (the “Prior Issuer”), on October 5, 2021, in the original principal amount of \$42,700,000, the proceeds of which were loaned by the Prior Issuer to the Borrower (the “Bethel Note”), and discharge the liens originally granted in connection herewith; (b) refinance the outstanding amount of the taxable TIF Note issued by the Borrower on October 5, 2021, in favor of Choice Financial Group, in the original principal amount of \$2,600,000 (the “TIF Note”), and discharge the liens originally granted in connection herewith;

(c) refinance the outstanding principal amount of the taxable Promissory Note Secured By Real Estate issued by the Borrower on October 5, 2021, in favor of Mission Investment Fund of the Evangelical Lutheran Church in America, in the original principal amount of \$12,000,000 (the “MIF Note,” and together with the Bethel Note and the TIF Note, the “Refunded Notes”), and discharge the liens originally granted in connection herewith; and (d) pay certain costs of issuing the Note. Proceeds of the Refunded Notes financed the acquisition, construction, and equipping of a senior housing development, including the development of a four-story building of approximately 352,445 square feet, containing 96 independent living apartment units and 53 assisted living and memory care units, as well as a separate clubhouse, and 20 detached two-bedroom independent living rental townhomes with attached garages, all located at approximately 6050-6070 Blanchard Blvd, Lino Lakes, Minnesota 55104, and Hammerly Court adjacent thereto (the “Project”). The Borrower is the owner and operator of the Project. Lyngblomsten Care Center, Inc., a Minnesota nonprofit corporation organized and operated as an organization recognized under Section 501(c)(3) of the Code and an affiliate of the Borrower, manages the Project on behalf of the Borrower.

3. Public Hearing. At a public hearing, duly noticed and held on the date hereof, in accordance with the Act and Section 147(f) of the Code, on the proposal to issue the Note and approve a housing program prepared in accordance with Section 462C.03 of the Act (the “Housing Program”) and presented to the City Council on the date hereof, all parties who appeared at the hearing were given an opportunity to express their views with respect to such proposal to issue the Note and approval of the Housing Program, and all interested persons were given the opportunity to submit written comments before the date of said public hearing.

Approval of Housing Program. The Housing Program attached as Exhibit A hereto was on file in the office of the City Administrator and available for public review in advance of the hearing on the date hereof and is hereby approved by the City. Dorsey & Whitney LLP, serving as bond counsel with respect to the Note, has submitted the Housing Program to the Metropolitan Council on behalf of the City for review and comment as required by the Act.

5. Documents Presented. The City Council hereby approves the issuance of the Note in the principal amount estimated not to exceed \$60,000,000, for the purposes described herein. The Note shall be issued pursuant to this resolution and the proceeds thereof shall be loaned to the Borrower under a Loan Agreement between the City and the Borrower (the “Loan Agreement”), the interest of the City in which, subject to certain reserved rights of the City, will be assigned to the Purchaser pursuant to a Pledge Agreement between the City and the Purchaser (the “Pledge Agreement”). The payments to be made by the Borrower under the Loan Agreement shall be established so as to produce revenues sufficient to pay the principal of, premium, if any, and interest on the Note when due. A Regulatory Agreement (the “Regulatory Agreement”) between the City, the Purchaser, and the Borrower may be required to impose affordability requirements on the Project and the Borrower.

Forms of the Note, the Loan Agreement, the Pledge Agreement, and the Regulatory Agreement, and any documents and certificates included therein (collectively, to the extent executed, the “Issuer Documents”), all relating to the Project and the issuance of the Note have been submitted to the City and are now on file in the office of the City Administrator.

6. Findings. It is hereby found, determined and declared that:

a. Based on representations to the City, the Project constitutes a project authorized by and described in the Act as a refunding of any notes then outstanding.

b. A public hearing on the Project and the Housing Program was held on this date after notice substantially in the form attached hereto as Exhibit B was published in the official newspaper of the City not less than 10 days in advance of said public hearing, and materials were made available for public inspection at City Hall, all as required by the Act and Section 147(f) of the Code, at which public hearing all those appearing who desired to speak were heard and written comments were accepted. The publication of such notice of public hearing and all related actions are hereby ratified and approved in full.

c. Pursuant to Section 462C.04 of the Act, Dorsey & Whitney LLP, serving as bond counsel with respect to the Note, made a timely submission of the Housing Program on behalf of the City to the Metropolitan Council for its review and comment.

d. On August 20, 2026, the Prior Issuer consented to the refunding of the Bethel Note in accordance with the Act. The City and the Prior Issuer each agree that the Cooperative Agreement entered into between them as of October 1, 2021, in connection with the issuance of the Bethel Note, shall automatically terminate upon issuance of the Note and refinancing of the Bethel Note.

e. No public official of the City has either a direct or indirect financial interest in the Project nor will any public official either directly or indirectly benefit financially from the Project.

f. To the actual knowledge of the City Council and the officers and employees of the City, there is no litigation pending or, to the knowledge of the City, threatened against the City relating to the Housing Program or the Issuer Documents, or questioning the due organization, powers or authority of the City to issue the Note or execute the Issuer Documents or undertake the transactions contemplated hereby.

g. It is desirable that the Note be issued by the City upon the terms set forth in the Issuer Documents under the provisions of which the City's interests in certain of the Issuer Documents, subject to certain reserved rights of the City, will be pledged to the Purchaser as security for the payment of principal of, premium, if any, and interest on the Note.

h. To the actual knowledge of the City Council and the officers and employees of the City, the execution and delivery of and the performance of the City's obligations under the Issuer Documents do not and will not violate any order of any court or any agency of government or in any proceeding to which the City is a party, or any indenture, agreement or other instrument to which the City is a party or by which it or any of its property is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument.

i. The Note shall be a special, limited obligation of the City. Under the provisions of the Act, the Note is not and shall not be payable from or charged upon any funds other than

amounts payable pursuant to the Loan Agreement and any and all other security of any kind or nature provided by the Borrower to the Purchaser, and otherwise pledged pursuant to the Issuer Documents; the City is not subject to any liability thereon; no owner or holder of the Note shall ever have the right to compel the exercise of the taxing power of the City to pay the Note or the interest thereon, nor to enforce payment thereof against any property of the City; neither the Note, the Issuer Documents, nor any document executed or approved in connection with the issuance of the Note shall constitute a pecuniary liability, general or moral obligation, charge, lien or encumbrance, legal or equitable, upon any property of the City; the Note shall not constitute a debt of the City within the meaning of any constitutional, charter, or statutory limitation; and the Note shall not constitute or give rise to a charge against the general credit or taxing powers of the City.

Approval and Execution of Issuer Documents; Further Action. The forms of the Issuer Documents presented to the City Council and on file as of the date hereof are hereby approved. The Issuer Documents and such other agreements, documents, instruments, certificates and forms as may be required in connection with the issuance and sale of the Note are hereby authorized to be executed and delivered on behalf of the City individually by any one, or together by any two, of the Mayor, the City Clerk, or the Finance Director, as applicable, substantially in the forms on file, with such necessary and appropriate variations, omissions, and insertions as do not materially change the substance thereof with respect to the City, and with all such changes therein as may be approved by the officers executing the same, which approval shall conclusively be evidenced by the execution thereof. In the event any officer of the City authorized to execute and deliver the Issuer Documents shall be unavailable or for any reason be unable to execute the Issuer Documents or such other agreements, documents, instruments, certificates and forms to be entered into by the City in connection with the transactions contemplated hereby, any other officer of the City is hereby authorized to act on behalf of such officer and undertake the execution as provided above. All such City officers named above, or another acting on their behalf as provided above, individually by any one, or together by any two, are hereby further authorized to take any and all other actions which may be deemed necessary to carry out the intent of this resolution or which are required to consummate the transactions contemplated hereby and the issuance of the Note. All actions heretofore taken by any officer or employee of the City in connection with the transactions contemplated hereby are hereby ratified and confirmed in all respects.

Approval, Issuance and Delivery of Note. As provided above, one or more officers of the City are hereby authorized and directed to execute and issue the Note, and the Note shall be issued substantially in such form, mature, bear interest, and be payable according to such terms, and shall otherwise contain such terms and provisions, as are set forth in the Note and the other Issuer Documents, which terms are for this purpose incorporated in this resolution by reference and made a part hereof. The aggregate principal amount of the Note, the interest rate or rates thereon, the amount and dates of the principal payments required to be made with respect thereto, and the rights of optional and mandatory redemption with respect thereto set forth in the Note are subject to the final approval of the officers of the City who execute and deliver the Note in accordance with the provisions of this resolution, such approval to be conclusively evidenced by the execution thereof. The Note shall recite that it is issued pursuant to the Act and such recital shall, to the fullest extent permitted by law, conclusively establish the legality and validity thereof.

Certificates. The officers and employees of the City are authorized to prepare and furnish to Dorsey & Whitney LLP, Minneapolis, Minnesota, the Purchaser, any loan participant, any placement agent and any other party, certified copies of all proceedings and records of the City relating to the Note, and such other affidavits and certificates as may be required to show the facts appearing from the books and records in the officers' custody and control or as otherwise known to them, including agreements and certificates relating to the reasonable expectations of the City with respect to the Project, the use of the proceeds of the Note and other tax related matters; and all such certified copies, certificates, agreements and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements of fact contained therein.

10. Nature of City's Obligations. All covenants, stipulations, obligations, representations, and agreements of the City contained in this resolution or contained in the Issuer Documents or other agreements, documents, instruments, certificates and forms to which the City is a party shall be deemed to be the covenants, stipulations, obligations, representations, and agreements of the City to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations, representations, and agreements shall be binding upon the City. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred, and duties and liabilities imposed upon the City by the provisions of this resolution or the Issuer Documents or other documents to which the City is a party shall be exercised or performed by such officers or agents as may be required or authorized by law to exercise such powers and to perform such duties. No covenant, stipulation, obligation, representation, or agreement herein contained or contained in any document shall be deemed to be a covenant, stipulation, obligation, representation, or agreement of any member of the City Council, or any officer, agent, or employee of the City in that person's individual capacity, and neither shall any member of the City Council nor any officer or employee executing the Note or such documents be liable personally on the Note or be subject to any representation, personal liability or accountability by reason of the issuance thereof. No provision, representation, covenant or agreement contained in the Note, this resolution or in any other document related to the Note, and no obligation therein or herein imposed upon the City or the breach thereof, shall constitute or give rise to a general or moral obligation, or indebtedness or pecuniary liability of the City or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants and representations set forth in the Note or in any other document related to the Note, the City is not obligated to pay or remit any funds or revenues, except for revenues derived from the Loan Agreement that are pledged to the payment of the Note, as provided therein. Except as herein otherwise expressly provided, nothing in this resolution or in the aforementioned documents expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the City or any holder of the Note, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provisions hereof, the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the City and any holders from time to time of the Note.

11. Definitions and Interpretation. Terms not otherwise defined in this resolution but defined in the forms of the Issuer Documents now on file shall have the same meanings in this resolution and shall be interpreted herein as provided therein. Notices may be given as provided in the Issuer Documents. In case any provision of this resolution is for any reason illegal or invalid or inoperable, such illegality, invalidity, or inoperability shall not affect the remaining provisions

of this resolution, which shall be construed or enforced as if such illegal or invalid or inoperable provision were not contained herein.

12. Costs. The Borrower has agreed to pay directly or through the City any and all costs paid or incurred by the City in connection with the transactions authorized by this resolution, whether or not the Note is issued, including but not limited to the administrative fee of the City in the amount of \$60,000 and fees of Kutak Rock LLP, Minneapolis, Minnesota, as issuer's counsel to the City.

Further, it is understood and agreed by the Borrower that the Borrower shall indemnify the City against all liabilities, losses, damages, costs, and expenses (including attorneys' fees and expenses incurred by the City) arising with respect to the Project and the Note as provided for and agreed to by and between the Borrower and the City in the Issuer Documents.

Adopted by the City Council of the City of Lino Lakes, Minnesota, this 24th day of August, 2026.

Rob Rafferty, Mayor

Attest: _____
Roberta Colotti, CMC, City Clerk

EXHIBIT A

PROGRAM FOR SENIOR MULTIFAMILY HOUSING DEVELOPMENT UNDER MINNESOTA STATUTES, CHAPTER 462C

LYNGBLOMSTEN AT LINO LAKES, LLC

Proposal; Authority. The City of Lino Lakes, Minnesota (the “City”), proposes to (a) adopt a Housing Program pursuant to Minnesota Statutes, Chapter 462C, as amended (the “Act”), (b) issue one or more series of tax-exempt or taxable revenue notes thereunder, and (c) pursuant to applicable authority conferred upon the City by the laws of the State of Minnesota, including, without limitation, the Act, take such other actions as may be necessary or desirable in furtherance of the objective to (1) refund and refinance the outstanding principal amount of, and any accrued interest and prepayment premium on, the tax-exempt Senior Housing Revenue Note (Lyngblomsten at Lino Lakes Project) Series 2021, issued by the City of Bethel, Minnesota (the “Prior Issuer”), on October 5, 2021, in the original principal amount of \$42,700,000, the proceeds of which were loaned by the Prior Issuer to the Borrower (the “Bethel Note”), and discharge the liens originally granted in connection herewith; (2) refinance the outstanding principal amount of, and any accrued interest and prepayment premium on, the taxable TIF Note issued by the Borrower on October 5, 2021, in favor of Choice Financial Group, in the original principal amount of \$2,600,000 (the “TIF Note”), and discharge the liens originally granted in connection herewith; (3) refinance the outstanding principal amount of, and any accrued interest and prepayment premium on, the taxable Promissory Note Secured By Real Estate issued by the Borrower on October 5, 2021, in favor of Mission Investment Fund of the Evangelical Lutheran Church in America, in the original principal amount of \$12,000,000 (the “MIF Note,” and together with the Bethel Note and the TIF Note, the “Refunded Notes”), and discharge the liens originally granted in connection herewith; and (4) pay certain costs of issuing the Note. Proceeds of the Refunded Notes financed the acquisition, construction, and equipping of a senior housing campus, including the development of a four-story building of approximately 352,445 square feet, containing 96 independent living apartment units and 53 assisted living and memory care units, as well as a separate clubhouse, and 20 detached two-bedroom independent living rental townhomes with attached garages, all located at approximately 6070 Blanchard Blvd, Lino Lakes, Minnesota 55104 (the “Project”). The Project specifically includes all of the following street addresses in Lino Lakes, Minnesota: 6050-6070 Blanchard Blvd, 258 Hammerly Court, 262 Hammerly Court, 247 Hammerly Court, 267 Hammerly Court, 250 Hammerly Court, 254 Hammerly Court, 271 Hammerly Court, 259 Hammerly Court, 263 Hammerly Court, 275 Hammerly Court, 266 Hammerly Court, 270 Hammerly Court, 283 Hammerly Court, 274 Hammerly Court, 279 Hammerly Court, 295 Hammerly Court, 278 Hammerly Court, 282 Hammerly Court, 287 Hammerly Court, and 291 Hammerly Court.

The owner and operator of the Project is Lyngblomsten at Lino Lakes, LLC, a Minnesota limited liability company organized and operated as an organization recognized under Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”) (the “Borrower”). The sole member

of the Borrower is Lyngblomsten Services, Inc., a Minnesota nonprofit corporation organized and operated as a Section 501(c)(3) public charity under the Code.

This Housing Program is subject to amendment or waiver by the City.

Purposes. In creating this Housing Program, the City is acting in furtherance of its findings that that the preservation of the quality of life in the City is in part dependent upon the maintenance and provision of adequate, decent, safe, sanitary, and affordable housing stock, including housing for the elderly, within the meaning of the Act; that accomplishing the goals of this Housing Program is a public purpose and will benefit the residents of the City; that the need exists within the City to continue to provide affordable housing facilities to and for the benefit of elderly persons; that there exist or are expected to exist elderly persons and families within the City who are and will be able to benefit from and are in need of this Housing Program; that this Housing Program is necessary in view of the limited resources that may be available to such persons relative to the expenses involved in accomplishing the type of objectives outlined in this Housing Program in the absence of one or more of the forms of assistance described herein or otherwise available pursuant to the Act; and that, the City hereby finds that such forms of assistance are often necessary for the benefit of such persons, families, and goals and that, furthermore, the successful implementation of the objectives of the kind described in this Housing Program has been found to provide impetus for the development of other housing and health care facilities, as well as the general development of the City, by other persons who are not the beneficiaries of such governmentally sponsored or assisted activities.

Housing Purposes. More particularly, the City finds that there exists a need for senior housing facilities for elderly persons, due to a variety of factors, including that the cost of acquisition and construction may in many cases prove economically unfeasible, given the high costs of acquisition and construction and prevailing area rental levels, and that therefore appropriate levels of public assistance may be helpful and necessary in bridging that gap.

General Description of the Program. The Borrower is the owner and operator of the Project and an affiliate of the Borrower, Lyngblomsten Care Center, Inc., a Minnesota nonprofit corporation organized and operated as an organization recognized under Section 501(c)(3) of the Code, manages the facility on behalf of the Borrower. The Project is for residency solely by elderly and disabled persons, and consequently, no income limits apply under the Act. A tax increment financing agreement, development agreement, and, if entered into for federal income tax purposes, a regulatory agreement, impose affordability requirements on the Project and the Borrower.

Revenue Note. Financing for the refunding and refinancing of the Refunded Notes will be obtained through the issuance of one or more series of tax-exempt or taxable revenue notes by the City pursuant to the Act (the "Note"). The maximum principal amount of the Note to be issued by the City is expected not to exceed \$60,000,000. The proceeds of the Note will be loaned to the Borrower under a loan agreement between the City and the Borrower. Loan repayments made by the Borrower under the loan agreement will be applied to payments of principal of and interest and premium, if any, owing on the Note. The proceeds of the Note will be loaned to the Borrower to, among other things, refund and refinance the Refunded Notes and pay costs of issuance of the Note. The Note is expected to be sold and issued prior to the end of calendar year 2026.

Monitoring Methods. It is believed the oversight exercised by the purchaser of the Note and certain other parties will be adequate to ensure the Housing Program as presented is in fact carried out. The Project must be operated by the Borrower in accordance with various operating covenants (relating to such things as maintenance, insurance, etc.) to be contained in the loan agreement and related documents to be entered into by the City, the Borrower and certain other parties, including the purchaser of the Note, which loan agreement and related documents will be assigned by the City, to the extent of the City's interests therein, to the purchaser of the Note as security for the holders of the Note.

Meeting Needs. The City believes that this Housing Program will meet the need identified by the City for ongoing availability of senior housing facilities. The specific methods anticipated to be used include the issuance of the Note under the Act to provide feasible refinancing for the Project.

Authorization. This Housing Program is undertaken pursuant to the Act.

Costs. The costs of the Project and the refunding and refinancing of the Refunded Notes and this Housing Program, including specifically the costs of the City generally, will be paid or reimbursed by the Borrower.

EXHIBIT B

NOTICE OF PUBLIC HEARING ON THE ISSUANCE OF SENIOR HOUSING REVENUE REFUNDING NOTE AND ADOPTION OF A HOUSING PROGRAM RELATED THERETO PURSUANT TO MINNESOTA STATUTES, CHAPTERS 462C AND 462A

NOTICE IS HEREBY GIVEN that a public hearing shall be conducted by the City Council of the City of Lino Lakes, Minnesota (the “City”), on a housing program to be adopted by the City (the “Program”) and the proposal that the City issue one or more series of tax-exempt or taxable revenue notes in an aggregate principal amount not to exceed \$60,000,000 (the “Note”) on behalf of Lyngblomsten at Lino Lakes, LLC, a Minnesota limited liability company organized and operated as an organization recognized under Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Borrower”), all pursuant to Minnesota Statutes, Chapters 462C and 462A, as amended (the “Act”). The sole member of the Borrower is Lyngblomsten Services, Inc., a Minnesota nonprofit corporation organized and operated as an organization recognized under Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”).

The Note will be issued by the City at the request of the Borrower. The proceeds of the Note will be loaned to the Borrower to (1) refund and refinance the outstanding principal amount of, and any accrued interest and prepayment premium on, the tax-exempt Senior Housing Revenue Note (Lyngblomsten at Lino Lakes Project) Series 2021, issued by the City of Bethel, Minnesota (the “Prior Issuer”), on October 5, 2021, in the original principal amount of \$42,700,000, the proceeds of which were loaned by the Prior Issuer to the Borrower (the “Bethel Note”), and discharge the liens originally granted in connection herewith; (2) refinance the outstanding principal amount of, and any accrued interest and prepayment premium on, the taxable TIF Note issued by the Borrower on October 5, 2021, in favor of Choice Financial Group, in the original principal amount of \$2,600,000 (the “TIF Note”), and discharge the liens originally granted in connection herewith; (3) refinance the outstanding principal amount of, and any accrued interest and prepayment premium on, the taxable Promissory Note Secured By Real Estate issued by the Borrower on October 5, 2021, in favor of Mission Investment Fund of the Evangelical Lutheran Church in America, in the original principal amount of \$12,000,000 (the “MIF Note,” and together with the Bethel Note and the TIF Note, the “Refunded Notes”), and discharge the liens originally granted in connection herewith; and (4) pay certain costs of issuing the Note. Proceeds of the Refunded Notes financed the acquisition, construction, and equipping of a senior housing campus, including the development of a four-story building of approximately 352,445 square feet, containing 96 independent living apartment units and 53 assisted living and memory care units, as well as a separate clubhouse, and 20 detached two-bedroom independent living rental townhomes with attached garages, all located at approximately 6070 Blanchard Blvd, Lino Lakes, Minnesota 55104 (the “Project”). The Project specifically includes all of the following street addresses in Lino Lakes, Minnesota: 6050-6070 Blanchard Blvd, 258 Hammerly Court, 262 Hammerly Court, 247 Hammerly Court, 267 Hammerly Court, 250 Hammerly Court, 254 Hammerly Court, 271 Hammerly Court, 259 Hammerly Court, 263 Hammerly Court, 275 Hammerly Court, 266 Hammerly Court, 270 Hammerly Court, 283 Hammerly Court, 274 Hammerly Court, 279 Hammerly Court, 295 Hammerly Court, 278 Hammerly Court, 282 Hammerly Court, 287 Hammerly Court, and 291 Hammerly Court.

The Borrower is the owner and operator of the Project. An affiliate of the Borrower, Lyngblomsten Care Center, Inc., a Minnesota nonprofit corporation organized and operated as an organization recognized under Section 501(c)(3) of the Code, manages the Project on behalf of the Borrower.

The Note, as and when issued, will be a special, limited revenue obligation of the City payable solely from the revenues expressly pledged to the payment thereof and will not constitute a charge, lien, or encumbrance upon any property of the City, except the revenues of the City derived from the Project pursuant to a loan agreement with the Borrower (the "Loan Agreement"). The Note will not be a charge against the City's general credit or taxing powers and will not constitute a general or moral obligation of the City, but will be payable from sums to be paid by the Borrower pursuant to the Loan Agreement.

The public hearing will be held at the City Council meeting in the City Council Chambers at Lino Lakes City Hall, 600 Town Center Parkway in the City on Monday, August 24, 2026, at 6:30 P.M. or as soon thereafter as reasonable. At said time and place the City Council shall give all parties who appear an opportunity to express their views with respect to the Program, proposed issuance of the Note, and/or the refunding and refinancing of the Refunded Notes to be accomplished with proceeds of the Note. Copies of the Program are available at the offices of the City. Written comments may be submitted to the City Clerk by interested persons prior to the hearing by mail or in-person submission.

The Project provides assistance for housing and, accordingly, the issuance of the Note is not a business subsidy, within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

Dated: August 11, 2026

CITY OF LINO LAKES, MINNESOTA

By: /s/ Roberta Colotti

City Clerk

August 13, 2026

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

RE: Resolution approving the issuance of a conduit revenue refunding note by the City of Lino Lakes for the benefit of Lyngblomsten at Lino Lakes, LLC

Dear Tracy and Mike:

On October 5, 2021, the City of Bethel, Minnesota (the “City of Bethel”) issued its Senior Housing Revenue Note (Lyngblomsten at Lino Lakes Project), Series 2021 (the “Bethel Note”), in the original aggregate principal amount of \$42,700,000, pursuant to Minnesota Statutes, Chapter 462C, as amended (the “Act”), and Sections 471.59 and 471.656, as amended (the “Joint Powers Act”). The City consented to the issuance of the Bethel Note by the City of Bethel in accordance with the Joint Powers Act and following a public hearing held in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”). The City of Bethel loaned the proceeds of the Bethel Note to Lyngblomsten at Lino Lakes, LLC, a Minnesota limited liability company (the “Borrower”), the sole member of which is Lyngblomsten Services, Inc., a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code. The Borrower used the proceeds of the Bethel Note, along with proceeds of taxable loans provided to the Borrower from other lenders, for the acquisition, construction, and equipping of a senior housing campus, including the development of a four-story building of approximately 352,445 square feet, containing 96 independent living apartment units and 53 assisted living and memory care units, as well as a separate clubhouse, and 20 detached two-bedroom independent living rental townhomes with attached garages, all located at approximately 6070 Blanchard Boulevard in the City (the “Facilities”).

The Borrower has now determined to refinance the Facilities and has requested that the City issue one or more series of tax-exempt or taxable conduit revenue obligations (the “Note”) in an estimated principal amount not to exceed \$60,000,000 and loan the proceeds thereof to the Borrower. The Borrower will use the proceeds of the Note to pay costs of issuance of the Note and refinance the Facilities through the refinancing of (1) the outstanding principal amount of, and any accrued interest and prepayment premium on, the Bethel Note; (2) the outstanding principal amount of, and any accrued interest and prepayment premium on, the taxable TIF Note issued by the Borrower on October 5, 2021, in favor of Choice Financial Group, in the original principal amount of \$2,600,000; and (3) the outstanding principal amount of, and any accrued interest and prepayment premium on, the taxable Promissory Note Secured By Real Estate issued by the Borrower on October 5, 2021, in favor of Mission Investment Fund of the Evangelical Lutheran Church in America, in the original principal amount of \$12,000,000.

Old National Bank, a national banking association (the “Lender”), has agreed to purchase the Note, if issued by the City. By resolution adopted by the City Council of the City of Bethel on August 20, 2026, the City of Bethel consented to the refunding of its Bethel Note.

The Note will be issued in accordance with the Act, and the City is required to prepare a housing program to satisfy the requirements of Section 462C.03 of the Act. In order to issue the Note, the City is required to conduct a public hearing in accordance with Section 147(f) of the Code and Section 462C.04 of the Act. The public hearing will be conducted during the City Council meeting on Monday, August 24, 2026. Following the public hearing, the City Council will be asked to consider a resolution, which approves the housing program, the issuance of the Note for the purposes described herein, and the execution and delivery of various financing documents, including but not limited to the Note, a Loan Agreement (the “Loan Agreement”) between the City and the Borrower, a Pledge Agreement between the City and the Lender, and a Regulatory Agreement between the City, the Borrower, and the Lender. Dorsey & Whitney LLP is bond counsel for the transaction and has prepared the approving resolution.

The Note will not constitute a general or moral obligation of the City and will not be secured by or payable from any property or assets of the City (other than the interests of the City in the Loan Agreement) and will not be secured by any taxing power of the City. The Note will not be subject to any debt limitation imposed on the City, and the issuance of the Note will not have any adverse impact on the credit rating of the City, even in the event the Borrower encounters financial difficulties with respect to the Facilities. The Borrower’s obligation to make loan payments under the Loan Agreement will be secured by a mortgage agreement and other security documents to be executed and delivered by the Borrower and/or an affiliate of the Borrower, as guarantor.

Each year the City has the ability to designate up to \$10,000,000 in tax-exempt bonds as “qualified tax-exempt obligations” (sometimes referred to as “bank-qualified bonds”) for purposes of Section 265(b)(3) of the Code. In order to issue bank-qualified bonds, an issuer must not expect to issue more than \$10,000,000 of bonds (other than private activity bonds that are not qualified 501(c)(3) bonds) in a calendar year. Because the City and the Lino Lakes Economic Development Authority have already issued general obligation bonds in a principal amount exceeding \$10,000,000 and because the principal amount of the Note exceeds \$10,000,000, the City will be unable to designate the Note as a bank-qualified bond and such designation is not required by the Lender. The issuance of the Note will not have an adverse effect on the City’s issuance of general obligation bonds or the Lino Lakes Economic Development Authority’s issuance of lease revenue bonds earlier this year.

The Borrower will pay the out-of-pocket expenses of the City with respect to this transaction, including legal fees of the City, as well as the City’s negotiated administrative fee for this transaction equal to \$60,000.00.

Please contact me with any questions you may have prior to the City Council meeting.

Sincerely,

Gina Fiorini

**PROGRAM FOR SENIOR MULTIFAMILY HOUSING DEVELOPMENT
UNDER MINNESOTA STATUTES, CHAPTER 462C**

LYNGBLOMSTEN AT LINO LAKES, LLC

Proposal; Authority. The City of Lino Lakes, Minnesota (the “City”), proposes to (a) adopt a Housing Program pursuant to Minnesota Statutes, Chapter 462C, as amended (the “Act”), (b) issue one or more series of tax-exempt or taxable revenue notes thereunder, and (c) pursuant to applicable authority conferred upon the City by the laws of the State of Minnesota, including, without limitation, the Act, take such other actions as may be necessary or desirable in furtherance of the objective to (1) refund and refinance the outstanding principal amount of, and any accrued interest and prepayment premium on, the tax-exempt Senior Housing Revenue Note (Lyngblomsten at Lino Lakes Project) Series 2021, issued by the City of Bethel, Minnesota (the “Prior Issuer”), on October 5, 2021, in the original principal amount of \$42,700,000, the proceeds of which were loaned by the Prior Issuer to the Borrower (the “Bethel Note”), and discharge the liens originally granted in connection herewith; (2) refinance the outstanding principal amount of, and any accrued interest and prepayment premium on, the taxable TIF Note issued by the Borrower on October 5, 2021, in favor of Choice Financial Group, in the original principal amount of \$2,600,000 (the “TIF Note”), and discharge the liens originally granted in connection herewith; (3) refinance the outstanding principal amount of, and any accrued interest and prepayment premium on, the taxable Promissory Note Secured By Real Estate issued by the Borrower on October 5, 2021, in favor of Mission Investment Fund of the Evangelical Lutheran Church in America, in the original principal amount of \$12,000,000 (the “MIF Note,” and together with the Bethel Note and the TIF Note, the “Refunded Notes”), and discharge the liens originally granted in connection herewith; and (4) pay certain the costs of issuing the Note. Proceeds of the Refunded Notes financed the acquisition, construction, and equipping of a senior housing campus, including the development of a four-story building of approximately 352,445 square feet, containing 96 independent living apartment units and 53 assisted living and memory care units, as well as a separate clubhouse, and 20 detached two-bedroom independent living rental townhomes with attached garages, all located at approximately 6070 Blanchard Blvd, Lino Lakes, Minnesota 55104 (the “Project”). The Project specifically includes all of the following street addresses in Lino Lakes, Minnesota: 6050-6070 Blanchard Blvd, 258 Hammerly Court, 262 Hammerly Court, 247 Hammerly Court, 267 Hammerly Court, 250 Hammerly Court, 254 Hammerly Court, 271 Hammerly Court, 259 Hammerly Court, 263 Hammerly Court, 275 Hammerly Court, 266 Hammerly Court, 270 Hammerly Court, 283 Hammerly Court, 274 Hammerly Court, 279 Hammerly Court, 295 Hammerly Court, 278 Hammerly Court, 282 Hammerly Court, 287 Hammerly Court, and 291 Hammerly Court.

The owner and operator of the Project is Lyngblomsten at Lino Lakes, LLC, a Minnesota limited liability company organized and operated as an organization recognized under Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”) (the “Borrower”). The sole member of the Borrower is Lyngblomsten Services, Inc., a Minnesota nonprofit corporation organized and operated as a Section 501(c)(3) public charity under the Code.

This Housing Program is subject to amendment or waiver by the City.

Purposes. In creating this Housing Program, the City is acting in furtherance of its findings that that the preservation of the quality of life in the City is in part dependent upon the maintenance and provision of adequate, decent, safe, sanitary, and affordable housing stock, including housing for the elderly, within the meaning of the Act; that accomplishing the goals of this Housing Program is a public purpose and will benefit the residents of the City; that the need exists within the City to continue to provide affordable housing facilities to and for the benefit of elderly persons; that there exist or are expected to exist elderly persons and families within the City who are and will be able to benefit from and are in need of this Housing Program; that this Housing Program is necessary in view of the limited resources that may be available to such persons relative to the expenses involved in accomplishing the type of objectives outlined in this Housing Program in the absence of one or more of the forms of assistance described herein or otherwise available pursuant to the Act; and that, the City hereby finds that such forms of assistance are often necessary for the benefit of such persons, families, and goals and that, furthermore, the successful implementation of the objectives of the kind described in this Housing Program has been found to provide impetus for the development of other housing and health care facilities, as well as the general development of the City, by other persons who are not the beneficiaries of such governmentally sponsored or assisted activities.

Housing Purposes. More particularly, the City finds that there exists a need for senior housing facilities for elderly persons, due to a variety of factors, including that the cost of acquisition and construction may in many cases prove economically unfeasible, given the high costs of acquisition and construction and prevailing area rental levels, and that therefore appropriate levels of public assistance may be helpful and necessary in bridging that gap.

General Description of the Program. The Borrower is the owner and operator of the Project and an affiliate of the Borrower, Lyngblomsten Care Center, Inc., a Minnesota nonprofit corporation organized and operated as an organization recognized under Section 501(c)(3) of the Code, manages the facility on behalf of the Borrower. The Project is for residency solely by elderly and disabled persons, and consequently, no income limits apply under the Act. A tax increment financing agreement, development agreement, and a regulatory agreement impose affordability requirements on the Project and the Borrower.

Revenue Note. Financing for the refunding and refinancing of the Refunded Notes will be obtained through the issuance of one or more series of tax-exempt or taxable revenue notes by the City pursuant to the Act (the “Note”). The maximum principal amount of the Note to be issued by the City is expected not to exceed \$60,000,000. The proceeds of the Note will be loaned to the Borrower under a loan agreement between the City and the Borrower. Loan repayments made by the Borrower under the loan agreement will be applied to payments of principal of and interest and premium, if any, owing on the Note. The proceeds of the Note will be loaned to the Borrower to, among other things, refund and refinance the Refunded Notes and pay costs of issuance of the Note. The Note is expected to be sold and issued prior to the end of calendar year 2026.

Monitoring Methods. It is believed the oversight exercised by the purchaser of the Note and certain other parties will be adequate to ensure the Housing Program as presented is in fact carried out. The Project must be operated by the Borrower in accordance with various operating covenants (relating to such things as maintenance, insurance, etc.) to be contained in the loan agreement and related documents to be entered into by the City, the Borrower and certain other

parties, including the purchaser of the Note, which loan agreement and related documents will be assigned by the City, to the extent of the City's interests therein, to the purchaser of the Note as security for the holders of the Note.

Meeting Needs. The City believes that this Housing Program will meet the need identified by the City for ongoing availability of senior housing facilities. The specific methods anticipated to be used include the issuance of the Note under the Act to provide feasible refinancing for the Project.

Authorization. This Housing Program is undertaken pursuant to the Act.

Costs. The costs of the Project and the refunding and refinancing of the Refunded Notes and this Housing Program, including specifically the costs of the City generally, will be paid or reimbursed by the Borrower.

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

STAFF ORIGINATOR: Meg Sawyer, Human Resources and Communications Manager

MEETING DATE August 24, 2026

AGENDA ITEM: Appointment of Police Officer

VOTE REQUIRED: Simple Majority

INTRODUCTION

The City Council is being asked to approve the appointment of Maximilian Severin to the Police Officer position within the Police Department.

BACKGROUND

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

The starting wage for Severin will be \$44.75 per hour, which is the Starting Step in a 7 step wage scale for the Police Officer position.

With the Council's approval, Severin will start in the Police Officer position once he receives his POST licensure.

The hiring of Severin as an officer will bring the police department to 27 sworn officers. Approval of this request will not result in an increase to personnel costs for the police department.

RECOMMENDATION

Please approve the appointment of Maximilian Severin to the Police Officer position.

ATTACHMENTS

None

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

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: August 24, 2026

TOPIC: 2026 Trunk Watermain Project

- I. Resolution No. 26-151, Accepting Bids, Awarding a Construction Contract
- II. Resolution No. 26-154, Approving Construction Services Contract with WSB LLC

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council accept bids and award a construction contract, and approve a construction services contract for the 2026 Trunk Watermain Project.

BACKGROUND

On June 22nd, 2026 the City Council ordered the project and authorized the advertisement for bid for the 2026 Trunk Watermain Project.

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

Bids were received on Tuesday, August 4, 2026. A total of 3 bids were received and are summarized in the following table:

Contractor	Base Bid
Meyer Contracting, Inc	\$569,115.94
Pember Companies, Inc	\$670,839.25

Geislinger & Sons	\$783,620.01
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The low bid was submitted by Meyer Contracting, Inc in the base bid amount of \$569,115.94 which is within the planned budget and is being recommended for award.

The estimated total project cost including contingency and overhead is \$740,000.00. The project is funded through the Area & Unit Trunk Fund.

The substantial completion date which includes sweeping and site cleanup is October 31st, 2026 and the final completion date for this project is November 30th, 2026.

WSB LLC has submitted a proposal to complete the construction services for the 2026 Trunk Watermain Project in the amount of \$48,600.00.

RECOMMENDATION

Staff is recommending approval of Resolution No. 26-151, Accept Bids and Awarding a Construction Contract for the 2026 Trunk Watermain Project, in the amount of \$569,115.94 to Meyer Contracting, Inc., and adoption of Resolution 26-154, Approving the Construction Services Contract with WSB for the 2026 Trunk Watermain Project, in the amount of \$48,600.00.

ATTACHMENTS

1. Resolution No. 26-151
2. Resolution No. 26-154
3. Project Location Map
4. Bid Summary
5. WSB Proposal

**CITY OF LINO LAKES
RESOLUTION NO. 26-151**

**RESOLUTION ACCEPT BIDS, AWARDING A CONSTRUCTION CONTRACT, 2026
TRUNK WATERMAIN PROJECT**

WHEREAS, pursuant to an advertisement for bids for the construction of the 2026 Trunk Watermain Project, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement; and

Contractor	Base Bid
Meyer Contracting, Inc.	\$569,115.94
Pember Companies, Inc.	\$670,839.25
Geislinger & Sons	\$783,620.01

WHEREAS, it appears that Meyer Contracting, Inc. is the lowest responsible bidder; and

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

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Meyer Contracting, Inc. in the amount of \$569,115.94 by the name of the City of Lino Lakes for the construction of the 2026 Trunk Watermain Project according to the plans and specifications approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidder the Bid Bonds made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted by the City Council of the City of Lino Lakes this 24th day of August, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, City Clerk

**CITY OF LINO LAKES
RESOLUTION NO. 26-154**

**APPROVING THE CONSTRUCTION SERVICES CONTRACT
2026 TRUNK WATERMAIN PROJECT**

WHEREAS, pursuant to the City Council awarding a construction contract to Meyer Contracting Inc. in the amount of \$569,115.94, on August 24th, 2026; and

WHEREAS, WSB LLC has submitted a proposal to complete the construction services for the 2026 Trunk Watermain Project in the amount of \$48,600.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lino Lakes, the Mayor and Clerk are hereby authorized and directed to enter into a contract with WSB LLC, in the name of the City of Lino Lakes for the construction services of the 2026 Trunk Watermain Project.

Adopted by the Council of the City of Lino Lakes this 24th day of August, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

2025 Trunk Watermain Crossing



BID TABULATION SUMMARY

PROJECT:
2026 Trunk Watermain Project

OWNER:
City of Lino Lakes

WSB PROJECT NO.:
030760-000

Bids Opened: Tuesday, August 4, 2026, at 10:00 am

Contractor		Bid Security (5%)	Grand Total Bid
1	Meyer Contracting, Inc.	X	\$569,115.94
2	Pember Companies, Inc.	X	\$670,839.25
3	Geislinger & Sons	X	\$783,620.01
Engineer's Opinion of Cost			\$559,080.50

I hereby certify that this is a true and correct tabulation of the bids as received on August 4, 2026.



Paul Hornby, Project Manager

 Denotes corrected figure

August 5, 2026

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

Re: Proposal for Construction Services for 2026 Trunk Watermain Project
WSB Project No. R-030760-000

Dear Mr. Grochala:

WSB & Associates, Inc. is pleased to provide a proposal for construction services associated with the 2026 Trunk Watermain Project. This construction services proposal would be subsequent to the City Council awarding the construction contract.

The proposed 2026 Trunk Watermain Project includes directional drilling a 30-inch diameter casing pipe and installing an 16-inch diameter watermain under I-35E, north of Main Street.

Scope of Engineering Services

WSB is pleased to provide professional construction engineering services for the 2026 Trunk Watermain Project including contract administration, construction observation, construction staking, and public notice and weekly updates for project stakeholders. Below is a detailed description of the engineering services and WSB's proposed approach.

I. Construction Services

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

Proposed Fee

WSB will complete the scope of work the project discussed herein on hourly basis for a not-to-exceed amount of \$48,600.00. Tasks not shown are considered outside of the scope of services. If additional work is necessary, we will prepare a detailed scope of work and include it as an addendum to this agreement.

This letter represents our complete understanding of the 2026 Trunk Watermain Project and the proposed scope of services. If you agree with the scope of services and proposed fee, please sign in the appropriate space below and return one copy to us.

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

Sincerely,



Brian Bourassa
Client Representative

Mark Erichson

Mark Erichson
Director

ACCEPTANCE:

The City of Lino Lakes hereby accepts the WSB proposal of \$48,600.00 for services outlined in this letter.

City of Lino Lakes

Name _____

Title _____

Date _____

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

STAFF ORIGINATOR: Diane Hankee, City Engineer

MEETING DATE: August 24, 2026

TOPIC: **PUBLIC HEARING:** 1st Reading of Ordinance No. 05-26, Vacating Utility Easement, Outlot C, Lyngblomsten at Lino Lakes Addition

VOTE REQUIRED: Super Majority

INTRODUCTION

Staff is requesting the 1st Reading of Ordinance No. 05-26, Vacating Utility Easement, Outlot C, Lyngblomsten at Lino Lakes Addition.

BACKGROUND

Outlot C is a vacant commercial parcel owned by Lyngblomsten at Lino Lakes LLC. The existing utility easement dedicated across the parcel are no longer required, as the lots will be combined. New easements will be dedicated with the final plat per City ordinance.

The Utility Easement Vacation Description Sketch received on July 29, 2026 details the proposed utility easement to be vacated.

The second reading of the ordinance is scheduled for September 14, 2026.

RECOMMENDATION

Staff is recommending approval of the 1st Reading of Ordinance No. 05-26, Vacating Utility Easement, Outlot C, Lyngblomsten at Lino Lakes Addition.

ATTACHMENTS

1. Ordinance No. 05-26
2. Utility Easement Vacation Description Sketch

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

**CITY OF LINO LAKES
ORDINANCE NO. 05-26**

**VACATING UTILITY EASEMENT
OUTLOT C, LYNGBLOMSTEN AT LINO LAKES ADDITION,
ANOKA COUNTY, MINNESOTA**

The City Council of Lino Lakes ordains:

Section 1: Findings of Fact

1. The City Council of Lino Lakes has determined to vacate a utility easement ("Easement").
2. The area of the vacated Easement is legally described as follows and shown in Attachment A-Vacation Exhibit.

A permanent utility easement over, under and across the East 20 feet of the South 10 feet of that part of Lot 5, AUDITOR'S SUBDIVISION NO. 107, Anoka County, Minnesota lying West of a line described as follows:

Beginning at a point on the South line of Lot 6, said Subdivision, which is 54.50 feet East of the Southwest corner of said Lot 6; thence North at right angles with said South line of said Lot 6, 289.31 feet to the North line of said Lot 5 and there terminating.

Also including a permanent utility easement over, under and across the East 20 feet of that part of Lot 6, AUDITOR'S SUBDIVISION NO. 107, Anoka County, Minnesota lying West of the above described line.

Also a permanent utility easement over, under and across the South 15 feet of that part of Lot 6, AUDITOR'S SUBDIVISION NO. 107, Anoka County, Minnesota lying West of a line described as follows:

Beginning at a point on the South line of Lot 6, said Subdivision, which is 34.50 feet East of the Southwest corner of said Lot 6; thence North at right angles with said South line of said Lot 6 to the North line of said Lot 6 and there terminating.

3. A public hearing was held on August 24, 2026 before the City Council in the City Hall Council Chambers after due published and posted notice had been given and reasonable attempts were made to give personal notice to all affected property owners, and all persons interested were given an opportunity to be heard; and

4. It appears to be in the best interest of the City to vacate such Easement; and
5. This ordinance shall be recorded with Anoka County; and
6. Four-fifths of all members of the City Council concur with this ordinance.

Section 2: Easement Vacated

The Easement described herein is hereby vacated.

Section 3: Effect

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

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

BY: _____
Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, CMC, City Clerk

ATTACHMENT A
Vacation Exhibit

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

STAFF ORIGINATOR: Diane Hankee PE, City Engineer

MEETING DATE: August 24, 2026

TOPIC: Resolution 26-163, Accepting bids, Awarding Construction Contract, Water Service Connection Project

VOTE REQUIRED: Simple Majority

INTRODUCTION

Staff is requesting Council's consideration to accept bids, award a construction contract for the Water Service Connection Project.

BACKGROUND

The Water Service Connection project, subsequent to the 2025 Street Reconstruction project, is being completed to address the Minnesota Department of Health (MDH) correction orders. The project includes connecting identified properties in the Pine Haven neighborhood and one property on Red Maple Lane to the municipal water system and sealing their existing wells. Some properties that are part of the correction order have already connected or are connecting privately and are not included. There are two properties with MDH stipulation agreements to keep their existing well.

As part of the Resolution Agreement for reimbursement between WSB and the City, the City will enter into the contract with the contractor and WSB will reimburse the City for project costs. Bids were received on Tuesday, July 7, 2026. A total of 2 bids were received and are summarized in the following table:

Contractor	Base Bid
Levanen Underground	\$310,430.00
Dunaway Construction	\$328,385.00

The low bid was submitted by Leanen Underground of Kimball, MN in the bid amount of \$310,430.00. The bid amount is within the planned budget and is being recommended for award.

WSB will coordinate with City Public Works for construction administration and inspection.

The substantial completion date is November 13, 2026.

RECOMMENDATION

Staff recommends adoption of Resolution No. 26-163, Accepting the Bid and Awarding a Construction Contract for Water Service Connection Project in the amount of \$310,430.00 to Levanen Underground.

ATTACHMENTS

1. Resolution 26-163
2. Bid Summary

**CITY OF LINO LAKES
RESOLUTION NO. 26-163**

**ACCEPT BID AND AWARDING A CONSTRUCTION CONTRACT
WATER SERVICE CONNECTION PROJECT**

WHEREAS, pursuant to an advertisement for bids for the construction of the Water Service Connection Project, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement; and

Contractor	Base Bid
Levanen Underground	\$310,430.00
Dunaway Construction	\$328,385.00

WHEREAS, it appears that Levanen Underground. is the lowest responsible bidder; and

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

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Levanen Underground in the amount of \$310,430.00 by the name of the City of Lino Lakes for the construction of the Water Service Connection Project according to the plans and specifications approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidder the Bid Bonds made with their bids, except that the deposits of the successful bidder and the next two lowest bidders shall be retained until a contract has been signed.

Adopted by the Council of the City of Lino Lakes this 24th day of August, 2026.

Rob Rafferty, Mayor

ATTEST:

Roberta Colotti, City Clerk

BID TABULATION SUMMARY

PROJECT:

2026 Water Service Connection Project

OWNER:

City of Lino Lakes

WSB PROJECT NO.:

023620-000

Bids Opened: Tuesday, July 7, 2026, at 10:00 am

Contractor		Bid Security (5%)	Grand Total Bid
1	Levanen Underground	X	\$310,430.00
2	Dunaway Construction	X	\$328,385.00
Engineer's Opinion of Cost			\$212,988.50

I hereby certify that this is a true and correct tabulation of the bids as received on July 7, 2026.

Paul Hornby, Sr. Project Manager

 Denotes corrected figure