

NOTICE OF AGENDA

CITY COUNCIL MEETING

[City of Forest Lake - Link to Meeting Livestream](#)

Forest Lake City Center – Council Chambers
Forest Lake, Minnesota

February 12, 2024 – 7:00 PM

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve the Agenda (Action)
5. Open Forum - Citizen Petitions, Requests and Concerns: Please sign in at the front table.
The Open Forum is available for residents to express personal opinions for any item of business. Please limit your comments to three (3) minutes.
6. Consent Agenda Considerations (Action Items)*
 - a) Approve City Bills
 - b) Approve Minutes
 1. January 16, 2024 Special Council Meeting
 2. January 22, 2024 Regular Council Meeting
 - c) Approve Contractor's Request for Payment
 1. Water Treatment Plant No. 4 – Contractor's Request for Payment No. 21
 2. 2023 Street Pavement Maintenance Project – Contractor's Request for Payment No. 5 and Final
 - d) Approve Pay Equity Report
 - e) Approve Hire Administrative Assistant 1 – Utility Billing
 - f) Approve Hire of Police Captain
 - g) Approve Hire of Police Sergeant
 - h) 2024 Minnesota Law Enforcement Support Office (MN-LESO Program)
Authorization and Local Community Notification
 - i) Approve Massage Business License Renewals
 1. Timeless Elements Med Spa and Laser Center Inc
 - j) Approve Massage Individual License Renewals
 1. Janette Collins
 - k) Approve Liquor License - Temporary

1. Church of St. Peter – 1 to 4 Day Temporary On-Sale Liquor License for 04-26-2024
- l) Approve Gambling Permits
 1. Church of St. Peter – LG220 Gambling Exempt Permit
 2. Forest Lake Ducks Unlimited – LG220 Gambling Exempt Permit
 3. Forest Lake Fire Department Relief Association – LG220 Gambling Exempt Permit
- m) Approve Resolution 02-12-24-01 Authorize Execution of MNDOT Grant Agreements for Airport Improvements
- n) Accept Drainage and Utility Easements
 1. Lot 1, Block 3, Hidden Creek – Capstone Homes
 2. Lot 1, Block 2, Hidden Creek – Headwaters Land Group LLC
- o) Declaring Surplus Equipment and Property – Forest Lake Police Department

*Council may remove any item from the consent agenda for specific consideration.

7. Regular Agenda (Action Items)
 - a) Resolution 02-12-24-02 Accepting Donation from Morrie's Forest Lake Chevrolet – Alan Newman
 - b) Resolution 02-12-24-03 Accepting Donations for Bridge Lighting – Kevin Knopik
 - c) Forest Lake Rotary Winter Plunge Event Updates – Abbi Wittman
 - d) 2024 Local Street Improvement Project – Approve Plans and Specifications & Authorize Ad for Bid – Ryan Goodman
 - e) Ordinance No. 734 – 2024 Fee Schedule Revisions – Abbi Wittman
 - f) Job Description for Clerk and Posting – Kristina Handt
 - g) Selection of City Administrator Search Firm – Amanda Johnson
 - h) Board and Commission Appointments – Mara Bain
8. Discussion
 - a) DDA Staffing Study Presentation - Kristina Handt
 - b) Legislative Bonding Priorities - Kristina Handt
9. Staff Updates
10. Mayor and City Council Updates
11. Closed Session – The Council will go into closed session pursuant to Minn. Stat. 13D.05, subd 2(b) for a preliminary consideration of allegations or charges against an individual subject to its authority.
12. Adjourn

02/06/2024 03:17 PM
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INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
EXP CHECK RUN DATES 01/25/2024 - 02/12/2024
BOTH JOURNALIZED AND UNJOURNALIZED
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Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
10007	A-1 TIRE SERVICE				
	89403	ENGINE 1 - WHEEL CHANGE & SPIN BALANCE 22.5/24.5	178.00	114566	01/30/2024
	89404	ENGINE 4 - WHEEL CHANGE & SPIN BALANCE 22.5/24.5	106.00	114566	01/30/2024
	89405	ENGINE 3 - WHEEL CHANGE & DISMOUNT & CT10 RADIAL TIRE REPAIR & MOUNT & TIRE SERVICE SUPPLIES	194.00	114610	02/12/2024
TOTAL FOR: A-1 TIRE SERVICE			478.00		
MISC-UB	ALBERT & ROSAMOND TEDESCO				
	7116305	UB refund for account: 7116305 *UB refund for account: 7116305	59.03	114611	02/12/2024
TOTAL FOR: ALBERT & ROSAMOND TEDESCO			59.03		
10103	AMERICAN LEGAL PUBLISHING CORPORATI				
	31345	2024 S-18 SUPPLEMENT PAGES	934.31	114567	01/30/2024
	31466	2024 S-18 FOLIO/INTERNET SUPPLEMENT PAGES (MIN RATE)	100.00	114567	01/30/2024
TOTAL FOR: AMERICAN LEGAL PUBLISHING CORPORATI			1,034.31		
MISC	ANOKA COUNTY				
	VERIFIED CLAIM	COUNTY REGISTRATION OF NOTARY COMMISSION FOR D. BUGGE	20.00	114564	01/25/2024
TOTAL FOR: ANOKA COUNTY			20.00		
10165	ARROW LIFT ACCESSIBILITY				
	P-SI46751	SENIOR CENTER - (VERTICAL PLATFORM LIFT) - PM 2 OF 2 (PMV1RA) - REPLACE TRAVEL CABLE	2,159.14	114612	02/12/2024
TOTAL FOR: ARROW LIFT ACCESSIBILITY			2,159.14		
14059	BENEFIT EXTRAS INC				
	01102024	CLAIM REIMBURSEMENT	5,000.00	1653	01/11/2024
	01202024	SETTLE PURCHASE	186.02	1655	01/23/2024
TOTAL FOR: BENEFIT EXTRAS INC			5,186.02		
14257	BEST DEFENSE ARMORY & RANGE				
	RANGE CHARGES 2023	RANGE CHARGES FOR 2023	695.00	114568	01/30/2024
TOTAL FOR: BEST DEFENSE ARMORY & RANGE			695.00		

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Invoice					
14128	BOLTON & MENK INC				
0328600		2022 LS & FM IMPROVEMENTS	7,009.00	114569	01/30/2024
0328601		2024 ANNUAL REVIEWS	513.00	114569	01/30/2024
0328602		2024 LOCAL ST IMPROVEMENT	3,539.00	114569	01/30/2024
0328604		CSAH 32 PEDESTRIAN & STREET	3,327.00	114569	01/30/2024
0328605		CSAH 33 SAFETY IMPROVEMENTS	1,643.00	114569	01/30/2024
0328606		DOWNTOWN STORMWATER BMP P&S	7,197.00	114569	01/30/2024
0328607		EUREKA AVENUE IMPROVEMENTS	41,079.50	114569	01/30/2024
0328608		GENERAL ROUTINE ENGINEERING	2,500.00	114569	01/30/2024
0328609		HIDDEN CREEK	12,200.00	114569	01/30/2024
0328610		MS4 ANNUALPROGRAM ASSISTANCE	147.00	114569	01/30/2024
0328611		NON-ROUTINE ENGINEERING	978.50	114569	01/30/2024
0328612		SITE DEVELOPMENT - SUITE LIVING AKA DIGNICARE	173.00	114569	01/30/2024
0328613		SITE DEVELOPMENT - 880 15TH STREET SW	173.00	114569	01/30/2024
0328614		SITE DEVELOPMENT - WASHINGTON COUNTY NORTHERN ENVIRONMENTAL	348.00	114569	01/30/2024
0328615		SITE DEVELOPMENT - WESTLAKE COMMERCIAL EXPANSION	2,896.50	114569	01/30/2024
0328616		TH 97 IMPROVEMENT PROJECT	1,131.00	114569	01/30/2024
0328617		WTP 4 CONSTRUCTION	12,715.00	114569	01/30/2024
TOTAL FOR: BOLTON & MENK INC			97,569.50		
14180	BROTHERS FIRE & SECURITY				
W30981		2024 ANNUAL FIRE SPRINKLER INSPECTIONS	322.00	114613	02/12/2024
TOTAL FOR: BROTHERS FIRE & SECURITY			322.00		
14193	BS& A SOFTWARE				
149605		REMOTE UTILTIY TRAINING WITH AUDREY KATONA ON 12/19/23 & 12/20/23	2,200.00	114570	01/30/2024
TOTAL FOR: BS& A SOFTWARE			2,200.00		
18019	CAPITAL ONE TRADE CREDIT				
541202003247694		114967-200PC 6" COTTON SWAB B	3.79	114571	01/30/2024
INV0000044776		RUBBER WHEEL CHOCK W/EYEBOLT	15.98	114614	02/12/2024
TOTAL FOR: CAPITAL ONE TRADE CREDIT			19.77		
18024	CARGILL INC				
2909028455		CLEARLANE DEICER - 48,300.00 LB & 49,320.00 LB & 47,600.00 LB & 49,080.00 LB	11,500.62	114615	02/12/2024
2909033176		KD CRSE SO BULK NSF 60 - 50,820.00 LB	6,676.73	114615	02/12/2024
TOTAL FOR: CARGILL INC			18,177.35		

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	Invoice				
18113	CINTAS CORPORATION				
	4180214589	UNIFORM & CLOTHING - M.WELSH	73.76	114572	01/30/2024
	4180961890	UNIFORM & CLOTHING - M.WELSH	73.76	114572	01/30/2024
	4181647942	UNIFORM & CLOTHING - M.WELSH	73.76	114616	02/12/2024
	5195065615	REFILLS FOR FIRST AID KITS	169.58	114616	02/12/2024
TOTAL FOR: CINTAS CORPORATION			390.86		
18132	CITY OF WOODBURY				
	24-0010	2024 SWAT PARTICIPATION - 3 MEMBERS	7,879.50	114573	01/30/2024
TOTAL FOR: CITY OF WOODBURY			7,879.50		
MISC-UB	COLLEEN SWANSON				
	7114445	UB refund for account: 7114445	75.84	114617	02/12/2024
		*UB refund for account: 7114445			
TOTAL FOR: COLLEEN SWANSON			75.84		
18175	COMO LUBE & SUPPLIES INC				
	701322	USED OIL RECOVERY/ CALL IN	35.00	114618	02/12/2024
TOTAL FOR: COMO LUBE & SUPPLIES INC			35.00		
18179	COMPASS MINERALS AMERICA				
	1276821	BULK COARSE LA - HWY	2,390.71	114574	01/30/2024
TOTAL FOR: COMPASS MINERALS AMERICA			2,390.71		
18181	CONNEXUS ENERGY				
	DECEMBER 2023	DECEMBER 2023 ENERGY BILLING	2,405.22	1663	01/24/2024
	DECEMBER 2023-2	DECEMBER 2023-2 ENERGY BILLING	22.36	1662	01/09/2024
	DECEMBER 2023-3	DECEMBER 2023-3 ENERGY BILLING	22.36	1662	01/09/2024
TOTAL FOR: CONNEXUS ENERGY			2,449.94		
MISC-UB	DALE E. TEOREY				
	7103185	UB refund for account: 7103185	45.60	114619	02/12/2024
		*UB refund for account: 7103185			
TOTAL FOR: DALE E. TEOREY			45.60		
MISC-UB	DAN CROW				
	7112158	UB refund for account: 7112158	30.34	114620	02/12/2024
		*UB refund for account: 7112158			
TOTAL FOR: DAN CROW			30.34		

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	Invoice				
22026	DAVCO TECHNOLOGIES, INC				
	3036749	4 SHEETS PRISM WHITE LED LIGHTS & SPLICES & HEAT SHRINK TUBING & FITTINGS	3,702.63	114575	01/30/2024
TOTAL FOR: DAVCO TECHNOLOGIES, INC			3,702.63		
22128	DVS RENEWAL				
	EHC924	2020 FORD XPL - EXPIRES FEB 2025	16.25	114621	02/12/2024
TOTAL FOR: DVS RENEWAL			16.25		
26100	ECKBERG LAMMERS P.C.				
	38230	PROFESSIONAL SERVICES	4,867.50	114576	01/30/2024
TOTAL FOR: ECKBERG LAMMERS P.C.			4,867.50		
26013	ECM PUBLISHERS INC				
	980813	JAN 24 PH WESTLAKE SHOPPING	26.50	114577	01/30/2024
	980814	2024 BUDGET	166.95	114577	01/30/2024
	981565	ORD. 733 NUISANCE	29.15	114622	02/12/2024
	983948	BUSINESS CARDS - K. HANDT	113.92	114622	02/12/2024
TOTAL FOR: ECM PUBLISHERS INC			336.52		
26034	ELECTRIC PUMP INC				
	0077503-IN	NP462-6 45/460/3 50' FM FLS FV	43,060.05	114578	01/30/2024
TOTAL FOR: ELECTRIC PUMP INC			43,060.05		
26048	EMERGENCY AUTOMOTIVE TECHNOLOGIES				
	SVC23126A	SERVICES ON SQUAD #2011 DODGE DURANGO	104.99	114623	02/12/2024
TOTAL FOR: EMERGENCY AUTOMOTIVE TECHNOLOGIES			104.99		
30013	FASTENAL COMPANY				
	MNTC3228587	VEHICLE CLEANER 1GAL & 1GAL SMPLEGRN & 24OZCLNR/DEGRSR & 24"NTRLBRSTLPLYBROOM	88.08	114579	01/30/2024
	MNTC3228594	VEHICLE CLEANER 1GAL	32.77	114579	01/30/2024
TOTAL FOR: FASTENAL COMPANY			120.85		
30026	FERGUSON WATERWORKS #2518				
	0513213	R900I PRORATION FEE 5/8 R900I REG USG	146.99	114580	01/30/2024
	0524016	REG 2 T10 P/C R900I USG INSIDE	255.83	114580	01/30/2024
	0525122	LF 5/8X3/4 T10 MTR P/C R900I USG	3,734.08	114580	01/30/2024
TOTAL FOR: FERGUSON WATERWORKS #2518			4,136.90		

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30065	FLOW MEASUREMENT AND CONTROL COMPAN				
	2505	CERTIFICATION OF 1ST CLOSED PIPE FLOW METER - WP1 - BACKWASH PUMP ROSEMOUNT 10 INCH MAG	4,742.00	114624	02/12/2024
TOTAL FOR: FLOW MEASUREMENT AND CONTROL COMPAN			4,742.00		
30073	FOREST LAKE ACE HARDWARE				
	63695/3	HINGE CONTIN 1-1/2X12 BB & GUIDE PIVOT TOP & AURA INT SAT 1X 1G	126.14	114581	01/30/2024
	63700/3	HB ELBOW 90 3/8X1/4 LF	26.97	114581	01/30/2024
	63720/3	HINGE CONTIN 1-1/2X12 BB	79.90	114581	01/30/2024
	63740/3	HB ELBOW 90 3/8X1/4 LF & 3M COMMERCIAL SPNGE 7.5"	76.51	114581	01/30/2024
	63749/3	BLADE RAZOR #9 1EDGE10PK	4.59	114625	02/12/2024
TOTAL FOR: FOREST LAKE ACE HARDWARE			314.11		
30098	FOREST LAKE PRINTING				
	19858	DYE-SUB/PLAQUE, FLPD FFOTY PLAQUE - 9X12 WALNUT, GOLD ALUMINUM, 2023 - JAMES MCARTHUR	96.35	114626	02/12/2024
TOTAL FOR: FOREST LAKE PRINTING			96.35		
MISC-UB	FRANK MESSIN TRUST				
	7111029	UB refund for account: 7111029 *UB refund for account: 7111029	9.15	114627	02/12/2024
TOTAL FOR: FRANK MESSIN TRUST			9.15		
34005	GALLAGHER BENEFIT SERVICES INC				
	303609	JANUARY 2024 CONSULTING SERVICES	1,200.00	114582	01/30/2024
TOTAL FOR: GALLAGHER BENEFIT SERVICES INC			1,200.00		
MISC-UB	GARY & DONNI MONN				
	7114343	UB refund for account: 7114343 *UB refund for account: 7114343	26.84	114628	02/12/2024
TOTAL FOR: GARY & DONNI MONN			26.84		
34075	GRAINGER INC				
	9005250775	CAR WASH BRUSH,10" L,YELLOW	44.76	114629	02/12/2024
	9959064032	ADJUSTABLE RELIEF VALVE,3/8X1/2 IN,25PS	39.42	114583	01/30/2024
	9959245367	HAND DRUM PUMP,LEVER,12 OZ. PER STROKE	47.14	114583	01/30/2024
	9963811998	HYDRAULIC MOTOR,2.8 CU. IN./REV	443.01	114583	01/30/2024
TOTAL FOR: GRAINGER INC			574.33		
34079	GRANNY MAYS				
	16139	MEAL SERVICES FOR JANUARY	198.00	114584	01/30/2024
TOTAL FOR: GRANNY MAYS			198.00		

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34108	GUARDIAN SUPPLY LLC				
	17196	UNIFORM/GEAR - NEW HIRE - Z. BOESEL	3,179.55	114585	01/30/2024
TOTAL FOR: GUARDIAN SUPPLY LLC			3,179.55		
38044	HAWKINS INC				
	6664826	150 LB CHLORINE CYLINDER BARCODE 009023 & 079854 & 110121 & 077250	40.00	114586	01/30/2024
	6673112	AZONE 15 - EPA REG. NO. 7870-5 & LPC-4 & SODIUM HYDROXIDE 50% DIAPHRAGM & CHLORINE EPA REG NO. 7870-2	5,163.18	114586	01/30/2024
TOTAL FOR: HAWKINS INC			5,203.18		
MISC-UB	HEADWATERS TH DEVELOPMENT LLC				
	7116856	UB refund for account: 7116856	900.00	114630	02/12/2024
		*UB refund for account: 7116856			
	7117200	UB refund for account: 7117200	300.00	114630	02/12/2024
		*UB refund for account: 7117200			
TOTAL FOR: HEADWATERS TH DEVELOPMENT LLC			1,200.00		
38049	HEALTH PARTNERS				
	CLAIMS01102024	HPAI SELF INSURED CLAIMS 15657 - JANUARY 2024	1,367.51	1658	01/16/2024
	CLAIMS01172024	HPAI SELF INSURED CLAIMS 15657 - JANUARY 2024	841.04	1659	01/22/2024
	CLAIMS01182024	HPAI SELF INSURED CLAIMS 15657 - JANUARY 2024	724.14	1670	01/29/2024
	PREMIUM012024	HEALTH PARTNERS PREMIUM - JANUARY 2024 INVOICE	27.79	1657	01/03/2024
TOTAL FOR: HEALTH PARTNERS			2,960.48		
38057	HEBERT AND WELCH PA				
	316	LEGAL SERVICES FOR JANUARY 2024	14,344.00	114631	02/12/2024
TOTAL FOR: HEBERT AND WELCH PA			14,344.00		
38126	HUGO EQUIPMENT COMPANY				
	201126	LEVER, BRAKE	25.99	114632	02/12/2024
	201153	DRIVE TUBE ASSEMBLY	91.99	114632	02/12/2024
	201487	STIHL 36" 3/8 .050 BAR & 33RS CHAIN 114DL	237.97	114632	02/12/2024
TOTAL FOR: HUGO EQUIPMENT COMPANY			355.95		
42005	IEDITWEB INC				
	01010727	SENIOR CENTER HOSTING WEBSITE 12/26/23 - 01/25/24	39.95	114633	02/12/2024
TOTAL FOR: IEDITWEB INC			39.95		
42010	IMPACT				
	209574	MAIL PREP - UTILITY BILLING 4TH QTR 2023	2,978.86	114587	01/30/2024
TOTAL FOR: IMPACT			2,978.86		

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MISC-UB	JEFFREY WAIT				
7103418		UB refund for account: 7103418	31.57	114634	02/12/2024
		*UB refund for account: 7103418			
TOTAL FOR: JEFFREY WAIT			31.57		
MISC	JOEL DORAN				
PZ23-1186		BD Payment Refund	500.00	114635	02/12/2024
		*BD Refund for Trx: 37122922, Record: PZ23-1186,			
		Address: [REDACTED]			
		Comment: [REDACTED] FOR VARIANCE			
TOTAL FOR: JOEL DORAN			500.00		
49014	KATH FUEL OIL SERVICE CO				
791055		CITGO A/W HYD 32 BULK & TERRACAIR DEF CLOSED DRUM	1,519.04	114588	01/30/2024
		55 & MYSTIK JT6 HI-TEMP #2 GREASE 10/14 OZ			
TOTAL FOR: KATH FUEL OIL SERVICE CO			1,519.04		
49126	KIM LANGE				
2024 01-02 MEDICA		MEDICARE SUPPLEMENT PREMIUMS - LANGE JANUARY AND	264.00	114636	02/12/2024
		FEBRUARY			
TOTAL FOR: KIM LANGE			264.00		
MISC-UB	KRYSTAL LAWSON				
7117213		UB refund for account: 7117213	60.90	114637	02/12/2024
		*UB refund for account: 7117213			
TOTAL FOR: KRYSTAL LAWSON			60.90		
53092	LINDE GAS & EQUIPMENT INC				
40916996		INDUSTRIAL ACETYLENE IND HIGH PRESSURE > 100CF -	190.43	114638	02/12/2024
		RENTAL 12/20/2023 TO 01/20/2024			
TOTAL FOR: LINDE GAS & EQUIPMENT INC			190.43		
MISC-UB	LOUISE KELLEY				
7101875		UB refund for account: 7101875	42.68	114639	02/12/2024
		*UB refund for account: 7101875			
TOTAL FOR: LOUISE KELLEY			42.68		
53160	LRS PORTABLES LLC				
MP243153		BELTZ PARK - 720 11TH AVE SE	100.00	114589	01/30/2024
TOTAL FOR: LRS PORTABLES LLC			100.00		

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57406	MARIE RIDGEWAY LICSW LLC				
	2595	THERAPY SESSION ON 01/01/2024	160.00	114640	02/12/2024
TOTAL FOR: MARIE RIDGEWAY LICSW LLC			160.00		
57046	MARTIN-MCALLISTER CONSULTING PSYCH				
	15831	PUBLIC SAFETY ASSESSMENT - J. WENSMANN	625.00	114590	01/30/2024
TOTAL FOR: MARTIN-MCALLISTER CONSULTING PSYCH			625.00		
57106	MENARDS				
	25244	CIV TO CIII ADAPATER & 5/8" STANDARD BENT PIN	22.93	114591	01/30/2024
	25312	SEALBEST POTHOLE PATCH	30.52	114591	01/30/2024
	25314	1FIPX1FIPX18 SUPPLY & L"X2" BRASS NIPPLE	36.12	114591	01/30/2024
	25696	1/4" FIP BRASS TEE & HOSE BARB 3/8ID X 1/4MIP & BLUE TEFLON 1/211 X 1429"	18.11	114591	01/30/2024
	26126	1-5/8"X8' LINE POST & COMM GRADE FOOT PLATE & CARRIAGE BOLTS 3/8"X2" & TOP RAIL SLEEVE 1-3/8"	259.27	114591	01/30/2024
	26197	1-5/8"X8' LINE POST	18.59	114641	02/12/2024
	26199	3 PACK CORD WRAP	14.94	114641	02/12/2024
	26384	1000' CAUTION TAPE & PL CONCRETE/MASONRY SEAL	49.62	114641	02/12/2024
TOTAL FOR: MENARDS			450.10		
57123	METRO SALES INC				
	INV2435210	RICOH - MP CSSOLA COLOR COPIER - PRINTING PART OF THE PAGE & LCT NOT WORKING BYPASS TRAY NOT FEEDING	170.00	114592	01/30/2024
	INV2437038	RICOH - MP CSSO LA COLOR COPIER - NEEDS TRANSFER UNIT PARTS	386.40	114592	01/30/2024
	INV2445838	RICHO/IM C3000 C45000 C6000 COLOR COPIES	1,048.81	114592	01/30/2024
TOTAL FOR: METRO SALES INC			1,605.21		
57130	METROPOLITAN COUNCIL - ENVIRONMENTA				
	DECEMBER 2023	DECEMBER 2023 SAC REPORT	12,300.75	114565	01/25/2024
TOTAL FOR: METROPOLITAN COUNCIL - ENVIRONMENTA			12,300.75		
57131	METROPOLITAN COUNCIL - ENVIRONMENTA				
	0001167862	WASTE WATER SERVICES DEF REV - MARCH 2024	143,589.25	114642	02/12/2024
TOTAL FOR: METROPOLITAN COUNCIL - ENVIRONMENTA			143,589.25		
57229	MINNESOTA HOIST INSPECTION INC				
	2368	STANDARD AUTOMOTIVE LIFT INSPECTIONS & STANDARD OVERHEAD HOIST INSPECTION	1,299.35	114593	01/30/2024
TOTAL FOR: MINNESOTA HOIST INSPECTION INC			1,299.35		

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Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
57236	MINNESOTA POLLUTION CONTROL AGENCY				
	APPLICATION 2024	APPLICATION FOR WASTEWATER CERTIFICATION EXAMINATION - M. BURG	55.00	114594	01/30/2024
TOTAL FOR: MINNESOTA POLLUTION CONTROL AGENCY			55.00		
57264	MINNESOTA VALLEY TESTING LABS				
	1235366	COLIFORM, MF - WATER	151.25	114595	01/30/2024
	1237121	COLIFORM, MF - WATER	151.25	114595	01/30/2024
TOTAL FOR: MINNESOTA VALLEY TESTING LABS			302.50		
57411	MORRIE'S FOREST LAKE CHEVROLET				
	129777	SQUAD #2107 - CUSTOMER STATES THAT THERE IS AN EXHAUST LEAK FROM THE ENGINE AREA	770.00	114596	01/30/2024
TOTAL FOR: MORRIE'S FOREST LAKE CHEVROLET			770.00		
MISC	MTD INC				
	PB09637	BD Bond Refund	2,000.00	114643	02/12/2024
		*BD Bond Refund: BEL-0035, Address: [REDACTED]			
		Note: RELEASE OF EROSION & LANDSCAPE ESCROW			
TOTAL FOR: MTD INC			2,000.00		
57311	MUNICIPAL BUILDERS INC				
	PAY REQUEST 21	CONTRACTOR'S PAY REQUEST #21 - WTP4	77,855.35	114644	02/12/2024
TOTAL FOR: MUNICIPAL BUILDERS INC			77,855.35		
61007	NAPA AUTO PARTS				
	191676	55G MINUS 20 W S WASH	144.00	114597	01/30/2024
	191678	8MXTXREEL & HYD HOSE FITTINGS	339.90	114597	01/30/2024
	191754	ADAPTERS & HYD HOSE FITTINGS	100.63	114597	01/30/2024
	191755	ADAPTERS	23.49	114597	01/30/2024
	192297	HYD HOSE FITTINGS	116.00	114597	01/30/2024
	192299	HYD HOSE FITTINGS	82.80	114597	01/30/2024
	192487	CARB KIT & KIT	15.40	114597	01/30/2024
	192558	GRSE GUN	34.99	114597	01/30/2024
	192709	FILTER	34.12	114597	01/30/2024
	192910	AIR FILTER	28.26	114597	01/30/2024
TOTAL FOR: NAPA AUTO PARTS			919.59		
61042	NEWTRAX INC				
	99-58	FOREST LAKE AREA LOOP 12/6 & 12/13 & 12/20 & 12/27	1,652.00	114598	01/30/2024
TOTAL FOR: NEWTRAX INC			1,652.00		

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Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
65002	O'REILLY AUTO PARTS				
	1517-234969	HYD FITTING	32.52	114599	01/30/2024
	1517-235450	GSKT SEALANT	12.59	114599	01/30/2024
	1517-235517	AIR FILTER	59.86	114599	01/30/2024
	1517-235530	HYD FILTER	15.94	114599	01/30/2024
	1517-236485	BATTERY & CORE CHARGE	316.90	114645	02/12/2024
	1517-236646	RETURN OF BATTERIES - CORE CHARGES	(44.00)	114645	02/12/2024
TOTAL FOR: O'REILLY AUTO PARTS			393.81		
65037	OTTER LAKE ANIMAL CARE CENTER				
	243100	ANIMAL CONTROL - MULTIPLE SERVICES CASE #2023 - 767 & 784	270.00	114600	01/30/2024
TOTAL FOR: OTTER LAKE ANIMAL CARE CENTER			270.00		
69177	PEACHIIE MARKETING LLC				
	0000083	SOCIAL MEDIA MANAGEMENT & EMAIL MARKETING SERVICES JANUARY 2024	3,500.00	114646	02/12/2024
TOTAL FOR: PEACHIIE MARKETING LLC			3,500.00		
69086	PITNEY BOWES GLOBAL FINANCIAL SERVI				
	3106400922	SENDPRO C SERIES - VERSION 4 LEASING CHARGES SEP 30, 2023 - DEC 29, 2023	192.30	1664	01/09/2024
TOTAL FOR: PITNEY BOWES GLOBAL FINANCIAL SERVI			192.30		
69116	PRECISE MRM LLC				
	IN200-1047102	5MB FLAT DATA PLAN US WITH NAF C-US-5MB	20.00	114647	02/12/2024
TOTAL FOR: PRECISE MRM LLC			20.00		
78019	SALES TAX MN DEPT REVENUE EFT				
	123123	DECEMBER 2023 SALES TAX	124.00	1671	01/18/2024
TOTAL FOR: SALES TAX MN DEPT REVENUE EFT			124.00		
78058	SCHWABB INC				
	4442445	SI NOTARY STAMP-K	32.95	114601	01/30/2024
TOTAL FOR: SCHWABB INC			32.95		
78096	SHERWIN-WILLIAMS COMPANY				
	2841-1	3 CLEARCUT ELITE GLI CS N/P 2.5" THIN ANG & CS N/P 3" ANGLE SASH & HANDY PT PAIL LINER	113.86	114602	01/30/2024
TOTAL FOR: SHERWIN-WILLIAMS COMPANY			113.86		

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Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
Invoice					
78101	SHRED-IT USA				
8006006138		SHREDDING SERVICES FOR JANUARY 2023	469.26	114648	02/12/2024
TOTAL FOR: SHRED-IT USA			469.26		
78176	STAPLES INC				
3556888947		RETURN OF BLEACH LIQUID CONC 121 OZ 3CT	(25.39)	114603	01/30/2024
3557198046		SPILL MAGIC BIOHAZARD CLEANUP	88.69	114603	01/30/2024
3557198047		BLEACH LIQUID CONC 121 OZ 3CT & BLEACH LIQUID 6-1GAL/CT	67.58	114603	01/30/2024
3557268738		RETURN OF BLEACH LIQUID CONC 121 OZ 3CT	(25.39)	114603	01/30/2024
3557840378		JSERIES AIR CARE RFL FSPRN 6CT	55.47	114603	01/30/2024
TOTAL FOR: STAPLES INC			160.96		
MISC-UB	TAYLOR BYRNE				
7116904		UB refund for account: 7116904	138.64	114649	02/12/2024
		*UB refund for account: 7116904			
TOTAL FOR: TAYLOR BYRNE			138.64		
82108	TIRED IRON COLLISION CENTER INC				
12557		SQUAD 2012 - 2020 FORD POLICE INTERCEPTOR UTILITY VEHICLE AWD	179.10	114604	01/30/2024
TOTAL FOR: TIRED IRON COLLISION CENTER INC			179.10		
82134	TOM'S AUTO SERVICE INC				
10383		2012 CHEVROLET TAHOE - OIL CHANGE & BRAKE ROTOR & DISC BRAKE PAD SET	1,180.08	114605	01/30/2024
TOTAL FOR: TOM'S AUTO SERVICE INC			1,180.08		
86001	ULINE, INC				
173050044		INDUSTRIAL STEEL L-DESK WITH HUTCH - 66 X 72" & FABRIC TACKBOARD FOR INDUSTRIAL STEEL L-DESK	1,837.25	114606	01/30/2024
173208648		LATERAL FILE CABINET - 42" WIDE, 5 DRAWER, BLACK	1,372.25	114606	01/30/2024
173245273		ULINE PALLET TRUCK - LOW PROFILE FORK, 48 X 27" & DELUXE MESH TASK CHAIR	1,027.25	114606	01/30/2024
TOTAL FOR: ULINE, INC			4,236.75		
86045	USABBLUEBOOK				
INV00182654		3/4'' X 6'' MINI FOOTBALL STYLE NOZZLE EXTENSION	203.90	114607	01/30/2024
TOTAL FOR: USABBLUEBOOK			203.90		

Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
88049	VALLEY PAVING INC				
	PAY REQUEST 5	CONTRACTOR'S PAY REQUEST #5 - 2023 STREET PAVEMENT MAINTENANCE PROJECT	18,802.94	114650	02/12/2024
TOTAL FOR: VALLEY PAVING INC			18,802.94		
90018	WASHINGTON CONSERVATION DISTRICT				
	6382	4TH QTR SHARED WATER RESOURCE EDUCATOR PROGRAM	716.31	114651	02/12/2024
TOTAL FOR: WASHINGTON CONSERVATION DISTRICT			716.31		
90039	WASHINGTON COUNTY				
	220939	2024 TRUTH IN TAXATION	2,050.85	114608	01/30/2024
TOTAL FOR: WASHINGTON COUNTY			2,050.85		
90075	WEX BANK				
	94708241	PUBLIC WORKS MOTOR FUEL - JANUARY 2024	3,957.52	114654	02/12/2024
	94708519	POLICE MOTOR FUEL - JANUARY 2024	3,043.17	114653	02/12/2024
	94708708	FIRE MOTOR FUEL - JANUARY 2024	1,318.29	114652	02/12/2024
TOTAL FOR: WEX BANK			8,318.98		

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Invoice					
94003	XCEL ENERGY				
	856275325	51-0239648-7 ~ 775 WEST BROADWAY AVE-ELEC	43.83	1669	01/10/2024
	856275427	51-0239645-4 ~ 777 WEST BROADWAY AVE-ELEC	39.63	1669	01/10/2024
	856277159	51-0239659-0 ~ 1493 W BROADWAY AVE-TRAFFIC	73.02	1669	01/10/2024
	856282172	51-0677908-0 ~ 20066 FERN GLEN LN N-STREET	28.89	1669	01/10/2024
	856282709	51-0677899-8 ~ 20010 FERN GLEN LN N-STREET	23.96	1669	01/10/2024
	856322028	51-4372874-7 ~ 406 15TH ST SW-LIFT	291.54	1669	01/10/2024
	856323595	51-5193661-1 ~ GOVMNT BLDG	910.40	1669	01/10/2024
	856325507	51-5193670-2 ~ 456 3RD ST NW-PUMP	2,368.97	1669	01/10/2024
	856328703	51-5193665-5 ~ 49 LAKE ST N-STREET	7,208.10	1669	01/10/2024
	856330221	51-5193678-0 ~ FISH BARRIER	71.48	1669	01/10/2024
	856348707	51-5193667-7 ~ BEACH HOUSE	224.31	1669	01/10/2024
	856351691	51-7342887-2 ~ 5295 SCANDIA TR N-TRAFFIC	36.72	1669	01/10/2024
	856352551	51-5193673-5 ~ 1850 8TH ST SE - WTP	425.88	1669	01/10/2024
	856356601	51-8216739-7 ~ 4855 SCANDIA TR N - TRAFFIC	37.39	1669	01/10/2024
	856358378	51-8919722-8 ~ 208 8TH ST NW - TOWER	266.13	1669	01/10/2024
	856364669	51-0010257806-0 ~ 20187 FERN GLEN BLVD N-S	20.23	1669	01/10/2024
	856369031	51-9753120-9 ~ 1601 11TH AVE SW-BRIDGE	82.45	1669	01/10/2024
	856375739	51-0010258367-0 ~ 20116 FERN GLEN CT N - STREET	15.06	1669	01/10/2024
	856382396	51-0010257805-9 ~ 20126 FERN GLEN CT N-STR	15.81	1669	01/10/2024
	856388054	51-0011646952-3 ~ 1872 FOREST BLVD	15.73	1669	01/10/2024
	856388643	51-0012332089-3 ~ 204 LAKE STREET N UNIT-TRAFFIC	29.60	1669	01/10/2024
	856391828	51-9828587-1 ~ 97 BROADWAY AVE W - TRAFFIC	141.73	1669	01/10/2024
	856417911	51-0012384369-1 ~ 7865 SCANDIA TRL N	37.24	1669	01/10/2024
	856431459	51-0014133698-0 ~ 220 5TH ST NW	62.22	1669	01/10/2024
	856436834	51-0013429969-4 ~ 767 4TH ST SW	931.18	1669	01/10/2024
	856441417	51-0013956827-0 ~ 7060 SCANDIA TRL N	469.48	1669	01/10/2024
	856443868	51-0013225636-0 ~ 6358 SCANDIA TRL N	19.69	1669	01/10/2024
	856472981	51-0830223-8 ~ 6728 NORTH SHORE TRL N-ELEC	17.35	1661	01/11/2024
	856511389	51-4770834-3 ~ 21640 HARROW AVE N	155.23	1661	01/11/2024
	856542969	51-8829533-8 ~ 21036 KAROLINE CT N-LIFT	40.34	1661	01/11/2024
	856582798	51-0013131153-7 ~ 10100 SCANDIA TRL N	34.25	1661	01/11/2024
	856613694	51-0014003458-5 7686 NORTH SHORE CIR LIFT STATION	35.90	1661	01/11/2024
	856618156	51-0014224434-5 ~ 21228 KIEBLER CT N	43.56	1661	01/11/2024
	856652795	51-0014133727-6 ~ 23845 GRANADA AVE N LIFT STATION	33.08	1661	01/11/2024
	856670848	51-0239658-9 ~ LIFT STATIONS	218.24	1665	01/12/2024
	857297990	51-5193679-1 ~ AIRPORT	40.39	1666	01/18/2024
	857308719	51-5193669-9 ~ AUTO PROTECTIVE LIGHT	9.25	1666	01/18/2024
	857501035	51-5193663-3 ~ TRAFFIC SIGNALS	218.98	1667	01/19/2024
	857508544	51-5193674-6 ~ LIFT STATIONS	374.50	1667	01/19/2024
	857870933	51-5193676-8 ~ 1850 8TH ST SE & 65 3RD AVE NW WTP	10,633.98	1669	01/10/2024
	857926785	51-5193672-4 ~ LIFT STATIONS	317.90	1668	01/22/2024
	858587227	51-5193677-9 ~ LIFT STATIONS	3,271.09	1668	01/22/2024
	860465078	51-0010746167-3/CITY CENTER	7,415.72	1672	01/29/2024

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Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
Invoice					
TOTAL FOR: XCEL ENERGY			36,750.43		
98006	ZIEGLER INC				
	IN001328329	CATERPILLAR 926M WHEEL LOADER	220,267.95	114609	01/30/2024
TOTAL FOR: ZIEGLER INC			220,267.95		
TOTAL - ALL VENDORS			779,402.14		



City Council

Special Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

Tuesday, January 16, 2024

6:30 PM

City Center - Council Chamber

[City of Forest Lake - Livestream and Recorded Meetings](#)

1. Call to Order

2. Roll Call

Attendee Name	Title	Status	Arrived
Mara Bain	Mayor	Present	
Sam Husnik	Councilmember	Present	
Hanna Valento	Councilmember	Present	
Leif Erickson	Councilmember	Virtual [non-voting]	
Blake Roberts	Councilmember	Present	

3. Pledge of Allegiance

4. Approve the Agenda (Action)

Motion: Councilmember Valento made a Motion to Approve the Agenda as presented.

Motion seconded by Councilmember Husnik. Motion carried 4-0.

5. Closed Session

Motion: Mayor Bain made a Motion to Recess the Special Council Meeting and Convene in Closed Session Pursuant to Minnesota Statutes §13D.05 Subdivision (a), for the annual performance evaluation of City Administrator Patrick Casey.

Motion seconded by Councilmember Valento. Motion carried 4-0.

Motion: Mayor Bain made a Motion to Adjourn the Closed Session and Reconvene the Special Council Meeting in Council Chambers.

Motion seconded by Councilmember Valento. Motion carried 4-0.

The Regularly Scheduled Council Meeting reconvened at 9:18 p.m.

6. Open Session: Summary of Closed Session discussion and related items

a) Personnel Policy Amendment

Mayor Bain stated there was an amended personnel policy provided to the City Council.

Motion: Mayor Bain made a Motion to Approve an amendment to the City of Forest Lake Personnel Policy.

Motion seconded by Councilmember Valento. Motion carried 4-0.



City Council

Special Meeting

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Tuesday, January 16, 2024

6:30 PM

City Center - Council Chamber

b) Terminate Employment of Patrick Casey

Motion: Mayor Bain made a Motion to Terminate the Employment of Patrick Casey as City Administrator effective immediately and approve payment of termination benefits as outlined in paragraph 12 of Mr. Casey's employment agreement with the City of Forest Lake.
Motion seconded by Councilmember Roberts. Motion carried 4-0.

c) Letter of Understanding to hire Kristina Handt as the Interim City Administrator

Mayor Bain presented a letter of understanding with Kristina Handt to the City Council.

Motion: Mayor Bain made a Motion to Approve the letter of understanding with the City of Forest Lake and Kristina Handt.
Motion seconded by Councilmember Husnik. Motion carried 4-0.

7. Adjourn

Motion: Councilmember Valento made a Motion to Adjourn the Special Council Meeting at 9:20 p.m.
Motion seconded by Councilmember Husnik. Motion carried 4-0.



City Council

Regular Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

Monday, January 22, 2024

7:00 PM

City Center - Council Chamber

[City of Forest Lake - Livestream and Recorded Meetings](#)

1. Call to Order

2. Roll Call

Attendee Name	Title	Status	Arrived
Mara Bain	Mayor	Present	
Sam Husnik	Councilmember	Present	
Hanna Valento	Councilmember	Present	
Leif Erickson	Councilmember	Present	
Blake Roberts	Councilmember	Present	

3. Pledge of Allegiance

4. Approve the Agenda (Action)

Mayor Bain requested to remove item 6.c. from the Consent Agenda.

Motion: Mayor Bain made a Motion to Approve the Agenda as revised.
Motion seconded by Councilmember Valento. Motion carried 5-0.

5. Open Forum – Citizen Petitions, Requests, and Concerns

*The Open Forum is available for residents to express personal opinions for any item of business.
Please limit your comments to three (3) minutes.*

Comments:

Susan Young, 9950 199th Street North, shared the Forest Lake Rotary is having their Rotary Plunge. This plunge helps raise money for nonprofit organizations or other important causes. Twenty teams are signed up and the resident encouraged a team from the City Council to raise money for an important cause. The Rotary Plunge will take place on February 17.

6. Consent Agenda Considerations (Action Items)

Mayor Bain requested to remove items 6.g.1 and 6.g.2 from the Consent Agenda to the regular agenda.

- a. Approve City Bills
- b. Approve Minutes from the January 8, 2024 City Council Meeting
- c. ~~Approve Payout of Termination Benefits to Patrick Casey (no packet materials)~~
- d. Resolution 1-22-24-01 – Presidential Nomination Primary Election Judges Appointments
- e. Contractor's Request for Payment
 1. 2022-2023 Lift Station and Force Main Improvements Project – Request for Payment No. 13
 2. 2022-2023 Lift Station and Force Main Improvements Project – Change Order No. 2



City Council

Regular Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

Monday, January 22, 2024

7:00 PM

City Center - Council Chamber

3. Water Treatment Plant No. 4 – Request for Payment No. 20
- f. Letters of Credit
 1. 880 15th Street SW – Letter of Credit Reduction No. 1
 2. Culvers Site Improvements – Letter of Credit Reduction No. 1
- g. ~~Special Events~~
 1. ~~Resolution No. 01-22-24-02 Granting Access to Forest Lake First Lake for 2024 Kids Pro Ice Racing Event~~
 2. ~~Resolution No. 01-22-24-03 Granting Access to Forest Lake First Lake for 2024 Rotary Winter Plunge~~
- h. Business Licensing and Permits
 1. Gambling Permits
 - A. White Bear Lake Area High School Wrestling Boosters – LG220 Gambling Exempt Permit
 2. Massage Business License Renewals
 - A. Essential Massage
 - B. La Grande Salon
 - C. Massage by K's Caring Hands
 - D. Melo LLC
 3. Massage Individual License Renewals
 - A. Abigail Schlecht
 - B. Charles Bachman
 - C. Kay Ketchum
 - D. Kaylee Gale
 - E. Laura Olds
 - F. Theresa Tryman
 4. Tobacco License Renewals
 - A. DB Liquor LLC dba Liquor Works
 - B. FKG Oil Company dba Forest Lake MotoMart
 - C. Forest Lake Tobacco Inc. – 668 Lake St S
 - D. Holiday Stationstore #2746253
 - E. Holiday Stationstore #2746311
 - F. Hwy 61 Stop and Go
 - G. KSIALL Company dba MGM Wine & Spirits
 - H. Kwik Trip Inc dba Kwik Trip #429
 - I. Northern Tier Retail LLC dba Speedway #4370
 - J. Walgreen co. dba Walgreens #07111
 - K. Walmart Inc. dba Walmart #2274
 - L. Wine & Roses Liquors Inc dba Wine & Roses Liquors
 5. Liquor License Renewals
 - A. Ashew Holdings LLC dba Friar Tucks
 - B. D & D of Minnesota Inc. dba Famous Dave's
 - C. Forest Lake VWF Post 4210 dba VFW Post
 - D. KSIALL Company dba MGM Wine & Spirits



City Council

Regular Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
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Monday, January 22, 2024

7:00 PM

City Center - Council Chamber

- E. Kwik Trip Inc dba Kwik Trip #429
- F. Mallards MN LLC dba Mallards
- G. Morales Food Inc dba Stellas on 97
- H. New Joy Garden MN Inc dba Joy Garden (3.2 beer)
- I. New Joy Garden MN Inc dba Joy Garden (wine)
- J. Northern Tier Retail LLC dba Speedway \$4370
- K. Old Log Cabin Inc. dba Old Log Cabin
- L. Other Guy's LLP dba Norman Quacks
- M. VR Companies LLC dba The Grillium
- N. Wine & Roses Liquors Inc dba Wine & Roses Liquors

Motion: Mayor Bain made a Motion to Approve the Consent Agenda Items 6.a. through 6.b., 6.d. through 6.f., and 6.h.

Motion seconded by Councilmember Husnik. Motion carried 5-0.

g. Special Events

1. **Resolution No. 01-22-24-02 Granting Access to Forest Lake First Lake for 2024 Kids Pro Ice Racing Event**
2. **Resolution No. 01-22-24-03 Granting Access to Forest Lake First Lake for 2024 Rotary Winter Plunge**

Mayor Bain asked if there would be an ability to coordinate with emergency management for these events given the current ice conditions. She also asked for the Chief to give insight into the protocol. Fire Chief Newman stated there if there is not enough ice to hold the event, they will collaborate with event organizers. There are best practices regarding ice and ice measurement they will refer to.

Councilmember Valento asked if it would be best practice to abstain from voting due to their role on the Rotary Club Board.

Motion: Mayor Bain made a Motion to Adopt Resolution No. 01-22-24-02, Granting Access to Forest Lake First Lake for 2024 Kids Pro Ice Racing Event and Resolution No. 01-22-24-03 Granting Access to Forest Lake First Lake for 2024 Rotary Winter Plunge.

Motion seconded by Councilmember Erickson. Motion carried 5-0.

7. Regular Agenda (Action Items)

a) Kristina Handt Interim Administrator Contract (under separate cover)

City Attorney Johnson presented the administrator contract for the interim administrator position. The position would last until Forest Lake hires a city administrator. The City would need to provide 30-day notice when the position ends.

Motion: Councilmember Husnik made a Motion to Approve the interim administrator contract.

Motion seconded by Councilmember Valento. Motion carried 5-0.



City Council

Regular Meeting

~ Minutes ~

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www.ci.forest-lake.mn.us

Monday, January 22, 2024

7:00 PM

City Center - Council Chamber

b) Resolution 01-22-24-04 – Accepting Donation from Tired Iron Collision Center

Chief of Police Peterson publicly thanked Tired Iron Collision Center for the donation of \$1,200 for the Shop with a Cop event. He recommended accepting the donation with gratitude.

Motion: Mayor Bain made a Motion to Adopt Resolution 01-22-24-04 Accepting Donation from Tired Iron Collision Center with gratitude.

Motion seconded by Councilmember Roberts. Motion carried 5-0.

c) Resolution 01-22-24-05 – Accepting Donation from Forest Lake American Legion Post 225

Chief of Police Peterson publicly thanked Forest Lake American Legion Post 225 for the donation of \$100 for the Shop with a Cop event. He recommended accepting the donation with gratitude.

Motion: Mayor Bain made a Motion to Adopt Resolution 01-22-24-05 Accepting Donation from Forest Lake American Legion Post 225 with gratitude.

Motion seconded by Councilmember Erickson. Motion carried 5-0.

d) Approving Police Officer – New Hire

Chief of Police Peterson shared that there was one vacancy open for a police officer position. One candidate completed interviews and thorough background checks. Chief of Police Peterson requested the approval to hire Zachary Boesel with the Forest Lake Police Department at Paygrade 9 and Step 5 under the 2023-2025 Law Enforcement Labor Services Labor Contract.

Councilmember Husnik asked how many applications were received. Chief of Police Peterson stated there is an open application and this position received four applications.

Motion: Councilmember Husnik made a Motion to Approve the hiring of Zachary Boesel to fill the open position of police officer at paygrade 9 and step 5 pursuant to the 2023-2025 LELS Labor Contract.

Motion seconded by Councilmember Valento. Motion carried 5-0.

8. Discussion

a) City Administration Search (no packet materials)

City Attorney Johnson shared that the City Council received proposals from DDA, Baker Tilly, and Gov HR USA. City Attorney Johnson asked the City Council for their next steps for the city administration search plan. City Attorney Johnson also asked if the City Council would like DDA to attend the February 12th meeting.

Councilmember Erickson shared positive feedback on the DDA proposal, specifically with the two-year guarantee and the value.

Mayor Bain asked for potential next steps, including in-person proposals with the firms, individual Council member meetings, reference checks, or meeting attendance.



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Councilmember Roberts questioned whether the City Council could request a two-year guarantee from the remaining firms.

Mayor Bain stated it would be helpful to receive specific city references for the named individuals working for the firms. Mayor Bain stated the firms could be invited to the meeting on February 12 and attend either in-person or virtually. Mayor Bain encouraged the City Council to be prepared to decide on the firm to hire a City Administrator by February 12.

Councilmember Erickson asked if these firms would help with other staffing searches as well. Mayor Bain confirmed it made good sense for the firm to hire additional positions.

Councilmember Roberts asked if there was pricing available for hiring remaining positions. City Attorney Johnson stated that DDA has the staffing study completed and can share the results of the staffing study on February 12.

Councilmember Erickson supported the idea of DDA presenting the staffing study and the City Council completing a workshop to discuss the study following the meeting.

Mayor Bain confirmed that the City Council saw initial information from the study. The City Council has not heard the complete presentation from DDA or discussed the information. Mayor Bain thought it would be unlikely to provide approval on the same night as the presentation.

Councilmember Roberts questioned whether there were benefits of advertising positions such as deputy clerk.

Mayor Bain encouraged the City Council to discuss expectations during a workshop. Mayor Bain requested the other firms provide a quote for the additional position searches. The City Council will hear the DDA presentation on the staffing study and the City Administrator search to determine the next steps.

b) Deputy Clerk Position (no packet materials)

Interim City Administrator Handt reviewed the history of the administrator/clerk and deputy clerk positions. The DDA study suggested separating the administrator/clerk roles as other comparable cities have a clerk and an administrator position.

Councilmember Valento shared that the City is understaffed and communicated the value of separating the clerk and administrator positions to alleviate additional stress in one role.

Councilmember Erickson stated the job duties of the two roles are very different. Mayor Bain communicated that there has been a lot of transition in the deputy clerk role. It is difficult to re-train the position every two to three years.



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Mayor Bain asked Interim City Administrator Handt for the next steps to hire these positions. Interim City Administrator Handt indicated the next steps would be to update the job descriptions and determine the pay grades the positions would fall into.

Councilmember Erickson asked if splitting these roles would impact the proposals from the firms. City Attorney Johnson confirmed the other firms would be made aware of these changes.

c) Public Meeting Virtual Attendance Options

Community Development Director Wittman reviewed the disruption of the January 8 City Council meeting through the virtual attendance option. The Zoom links are now updated with secure features. Community Development Director Wittman asked the City Council if they wanted to continue offering the virtual attendance option.

Mayor Bain asked for additional options to livestream the meetings in place of Zoom. Community Development Director Wittman shared that the City Council meeting could be streamed via YouTube and Facebook

Mayor Bain asked if the Zoom account was low-cost. Mayor Bain expressed hesitancy with removing remote options based on positive previous participation. This is also an option for vendors to participate remotely.

d) 2024 Local Board of Appeal and Equalization Meeting Date

Community Development Director Wittman shared that the Washington County Assessor's Office set the Board of Appeal and Equalization Meeting date for April 8 from 5:30-6:30 p.m. The City Council adopted the 2024 meeting calendar and published the meeting for either April 15 or April 29. Community Development Director Wittman asked the City Council for the preferred meeting date to coordinate with Washington County.

Mayor Bain suggested the City Council set the meeting for April 15 from 5:30-6:30 p.m. and the City Council can meet for the City Council Workshop at 6:30 p.m.

e) 2024 New State Funding

Finance Director Knopik shared the City received a one-time Public Safety Aid for \$918,000 at the end of 2023 from the State Legislature. In 2024, the City will receive approximately \$210,000 for local, affordable housing aid. Staff will have recommendations for fund usage before fund disbursement in June.

Mayor Bain communicated that housing funds are used in areas where Forest Lake does not have a large footprint. Mayor Bain encouraged staff to provide recommended usage for the funds.

Mayor Bain asked if the funds are committed to the City over a four-year period. Community Development Director Wittman stated the funds are new and are dependent on the



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government in place. The funds are guaranteed for four years. The City Council will need to determine who will distribute the funds to meet housing goals and capitalize on housing partnership opportunities.

Councilmember Erickson asked if the County CDA and other non-profit partners could help keep the money local. Community Development Director Wittman confirmed there would need to be evidence to show how and where the finances were used. The City needs to consider where there are gaps to use these funds efficiently and effectively.

9. Staff Updates

Community Development Director Wittman shared they will attend a local transportation meeting to discuss the expansion of transportation in Forest Lake and area cities. This meeting will provide follow-up with partners from past meeting discussions.

Interim City Administrator Handt thanked the staff for their welcome over the past week, noting early voting for the primary started last week.

Public Works Director Adams communicated that the hockey rinks are open and will be maintained as temperatures allow.

City Engineer Goodman stated staff submitted for another I & I grant. The potential allocation will be communicated in February. The City should receive a minimum of \$50,000. On Tuesday, February 6, there will be an Open House from 4:30-6:30 p.m. for the County State Highway 32 project. They will hold another public engagement meeting for the Broadway Avenue maintenance project.

Chief of Police Peterson has partnered with the City of Forest Lake Lions Club and AARP to present information on senior scams. They have started to organize the City of Forest Lake Safety Camp, Coffee with the Cops, and Night to Unite.

10. Mayor and City Council Updates

Councilmember Roberts welcomed Interim City Administrator Handt and thanked City Attorney Johnson for the assistance during the transition. Councilmember Roberts suggested if the staff takes on additional roles, they should be compensated.

Councilmember Valento welcomed Interim City Administrator Handt and expressed appreciation for City staff.

Councilmember Husnik attended the School Board meeting and met with MnDOT aeronautics at the airport.

Councilmember Erickson agreed with the comments expressed by Councilmember Valento and Councilmember Roberts.



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7:00 PM

City Center - Council Chamber

Mayor Bain expressed appreciation for the City staff in assisting to create a smooth transition.

11. Closed Session

Motion: Mayor Bain made a Motion to Move into Closed Session Pursuant to Minnesota Statutes §13D.05 Subdivision 3(b) for confidential attorney-client discussion regarding threatened litigation re contract dispute with Taylor West contract for the Downtown Stormwater BMP's ON1.126684. Motion seconded by Councilmember Valento. Motion carried 5-0.

Motion by Bain, seconded by Husnik to open the meeting.

Council reconvened the regular meeting to Adjourn.

Motion by Bain, seconded by Valento to adjourn the meeting at 8:34pm.

**Office of Engineering**

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

February 2, 2024

Honorable Mayor and City Council
City of Forest Lake
1408 Lake Street South
Forest Lake, MN 55025

RE: Contractor's Request for Payment No. 21
Water Treatment Plant No. 4

Dear Mayor and Council:

We recommend the council approve Contractor's Pay Request No. 21 and pay \$77,855.35 to Municipal Builders, Inc. for the services and materials they provided on the above referenced project. The request includes withholding of 5% retainage of the work completed.

Over the past month, the Contractor has continued to work towards startup of the new plant, including configuration of the process control sequences, chemical feed systems, installation of the ion-exchange media, filter components, and completed installation of the power distribution system, lighting, and emergency generator startup. The Contractor has also performed pressure testing and disinfection of the potable water piping and process tanks. The new plant is anticipated to be operational later this month.

Please call me at 612-597-7140 if you have any questions or concerns regarding this Contractor's payment request.

Sincerely,

Ryan J. Goodman, P.E.
City Engineer

Enclosures: Contractor's Pay Request No. 21

Contractor's Application for Payment

Owner:	City of Forest Lake		Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.		Engineer's Project No.:	N13.120880
Contractor:	Municipal Builders, Inc.		Agency's Project No.:	
Project:	Water Treatment Plan No. 4			
Contract:				
Application No.:	21	Application Date:	2/1/2024	
Application Period:	From	12/29/2023	to	2/2/2024

1. Original Contract Price	\$	8,479,757.00
2. Net change by Change Orders	\$	275,565.12
3. Current Contract Price (Line 1 + Line 2)	\$	8,755,322.12
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	8,494,362.82
5. Retainage		
a. 5% X \$ 8,494,362.82 Work Completed	\$	424,718.14
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	424,718.14
6. Amount eligible to date (Line 4 - Line 5.c)	\$	8,069,644.68
7. Less previous payments	\$	7,991,789.33
8. Amount due this application	\$	77,855.35
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	260,959.30

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Municipal Builders, Inc.

Signature:

Chris Sluter

Date:

2/2/24

Name:

CHRIS SLUTER

Title:

SR. PROJECT MGR

Recommended by Bolton & Menk, Inc.

Approved by Forest Lake

By:

Jake R. Pichelmann

By:

Name:

Jake R. Pichelmann, P.E.

Name:

Title:

Project Manager

Title:

Date:

02-02-2024

Date:

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Forest Lake					Owner's Project No.:		
Engineer:	Bolton & Menk, Inc.					Engineer's Project No.: N13.120880		
Contractor:	Municipal Builders, Inc.					Contractor's Project No.:		
Project:	Water Treatment Plant No. 4							
Contract:								

Application No.:	21	Application Period:	From	12/29/23	to	02/02/24	Application Date:	02/01/24
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A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	CONSTRUCTION OF ALL FACILITIES AS SHOWN ON THE CONTRACT DRAWINGS AND AS SPECIFIED IN THE CONTRACT SPECIFICATIONS	8,479,757.00	8,136,844.70	81,953.00		8,218,797.70	97%	260,959.30
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Original Contract Totals		\$ 8,479,757.00	\$ 8,136,844.70	\$ 81,953.00	\$ -	\$ 8,218,797.70	97%	\$ 260,959.30

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Forest Lake					Owner's Project No.:			
Engineer:	Bolton & Menk, Inc.					Engineer's Project No.:	N13.120880		
Contractor:	Municipal Builders, Inc.					Contractor's Project No.:			
Project:	Water Treatment Plant No. 4								
Contract:									
Application No.:	21	Application Period:	From	12/29/23	to	02/02/24	Application Date:	02/01/24	
A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Change Orders									
1	Change Order No. 1	184,474.57	184,474.57			184,474.57	100%	-	
2	Change Order No. 2	91,090.55	91,090.55			91,090.55	100%	-	
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Change Order Totals		\$ 275,565.12	\$ 275,565.12	\$ -	\$ -	\$ 275,565.12	100%	\$ -	
Original Contract and Change Orders									
Project Totals		\$ 8,755,322.12	\$ 8,412,409.82	\$ 81,953.00	\$ -	\$ 8,494,362.82	97%	\$ 260,959.30	

**Office of Engineering**

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

January 23, 2024

Honorable Mayor and City Council
City of Forest Lake
1408 Lake Street South
Forest Lake, MN 55025

RE: Contractor's Request for Payment No. 5 and Final
2023 Street Pavement Maintenance Project

Dear Mayor and Council:

Enclosed please find Contractor's Request for Payment No. 5 and Final for the 2023 Street Pavement Maintenance Project.

We recommend the council approve Contractor's Request for Payment No. 5 and Final and pay \$18,802.94 to Valley Paving, Inc. for the services they provided on the above referenced project. The retainage has been reduced to 0% as this is the final payment for the project. Also attached are the contractor's and sub-contractor's IC134 affidavits of tax withholding, the corresponding lien waivers, warranty bond, and consent of surety.

In review, Valley Paving Inc. started the project in June of 2023 and completed the punch list work in October of 2023. Restoration was accepted by the watershed districts in October of 2023. The original contract amount was \$855,207.42 and with favorable bid numbers, Public Works added Greenway Road to the project via Change Order No. 1 for \$138,676.40. Total contract amount with the additions of the change order was \$993,883.82 with a final construction cost of \$940,147.22.

Please call me at 612-597-7140 if you have any questions or concerns regarding this Contractor's payment request.

Sincerely,

Ryan J. Goodman, P.E.
City Engineer

Enclosures: Contractor's Request for Payment No. 5 and Final, IC134's, Lien Waivers, warranty bond, and consent of surety

The City of Forest Lake is dedicated to providing friendly and efficient city services that enhance the quality of life for those who visit, work and live in the community.

Contractor's Application for Payment

Owner: <u>City of Forest Lake</u>	Owner's Project No.: _____
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>ON1.128874</u>
Contractor: <u>Valley Paving, Inc.</u>	Agency's Project No.: _____
Project: <u>2023 Street Pavement Maintenance Project</u>	
Contract: _____	
Application No.: <u>5th and Final</u>	Application Date: <u>1/18/2024</u>
Application Period: From <u>11/18/2023</u> to <u>1/12/2024</u>	

1. Original Contract Price	\$ 855,207.42
2. Net change by Change Orders	\$ 138,676.40
3. Current Contract Price (Line 1 + Line 2)	\$ 993,883.82
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 940,147.22
5. Retainage	
a. _____ X \$ 940,147.22 Work Completed	\$ -
b. _____ X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 940,147.22
7. Less previous payments	\$ 921,344.28
8. Amount due this application	\$ 18,802.94
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 53,736.60

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and
- (4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Valley Paving, Inc.

Signature: _____

Date: _____

Name: _____

Title: _____

Recommended by Bolton & Menk, Inc.

Approved by City of Forest Lake

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Forest Lake	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	ON1.128874
Contractor:	Valley Paving, Inc.	Agency's Project No.:	
Project:	2023 Street Pavement Maintenance Project		
Contract:			

Application No.:		5th and Final		Application Period:		From		11/18/23		to		01/12/24		Application Date:		01/18/24	
A	B			C	D	E	F		F1	F2	G	H		I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
														Contract Information		Previous Estimate	
BASE BID																	
1	MOBILIZATION	1.00	LS	19,500.00	19,500.00	1.00	19,500.00	1.00	19,500.00		19,500.00	100%	-				
2	TRAFFIC CONTROL	1.00	LS	3,710.00	3,710.00	1.00	3,710.00	1.00	3,710.00		3,710.00	100%	-				
3	CLEAR AND GRUB	1.00	LS	1,200.00	1,200.00	3.00	3,600.00	3.00	3,600.00		3,600.00	300%	(2,400.00)				
4	RELOCATE EXISTING MAILBOX	9.00	EA	257.50	2,317.50	13.00	3,347.50	13.00	3,347.50		3,347.50	144%	(1,030.00)				
5	REMOVE CASTING INCLUDING ADJUSTING RINGS	12.00	EA	100.00	1,200.00	13.00	1,300.00	13.00	1,300.00		1,300.00	108%	(100.00)				
6	SALVAGE CASTING	32.00	EA	100.00	3,200.00	30.00	3,000.00	30.00	3,000.00		3,000.00	94%	200.00				
7	CLEAN STORM SEWER PIPE 12" - 18"	817.00	LF	5.82	4,754.94	823.00	4,789.86	823.00	4,789.86		4,789.86	101%	(34.92)				
8	CLEAN SUMP IN STORM SEWER STRUCTURE	8.00	EA	215.50	1,724.00	8.00	1,724.00	8.00	1,724.00		1,724.00	100%	-				
9	REMOVE EXISTING TOP SLAB	2.00	EA	375.00	750.00	2.00	750.00	2.00	750.00		750.00	100%	-				
10	REMOVE EXISTING STORM STRUCTURE	6.00	EA	565.00	3,390.00	6.00	3,390.00	6.00	3,390.00		3,390.00	100%	-				
11	REMOVE STORM PIPE	249.00	LF	8.50	2,116.50	249.00	2,116.50	249.00	2,116.50		2,116.50	100%	-				
12	REMOVE METAL APRON	3.00	EA	195.00	585.00	3.00	585.00	3.00	585.00		585.00	100%	-				
13	REMOVE CONCRETE CURB AND GUTTER - SPOT REPAIR	1,650.00	LF	8.90	14,685.00	1,709.00	15,210.10	1,709.00	15,210.10		15,210.10	104%	(525.10)				
14	REMOVE SIGN AND POST	20.00	EA	25.75	515.00	19.00	489.25	19.00	489.25		489.25	95%	25.75				
15	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	365.00	SY	4.10	1,496.50	368.00	1,508.80	368.00	1,508.80		1,508.80	101%	(12.30)				
16	REMOVE CONCRETE DRIVEWAY PAVEMENT	8.00	SY	38.35	306.80	5.20	199.42	5.20	199.42		199.42	65%	107.38				
17	SAW CUT BITUMINOUS PAVEMENT	1,410.00	LF	2.25	3,172.50	1,650.00	3,712.50	1,650.00	3,712.50		3,712.50	117%	(540.00)				
18	SAW CUT CONCRETE DRIVEWAY	20.00	LF	6.60	132.00	14.00	92.40	14.00	92.40		92.40	70%	39.60				
19	IN-PLACE BITUMINOUS RECLAMATION	7,625.00	SY	0.80	6,100.00	7,625.00	6,100.00	7,625.00	6,100.00		6,100.00	100%	-				
20	MILL BITUMINOUS PAVEMENT FULL DEPTH 4.0"	15,055.00	SY	1.88	28,303.40	15,055.00	28,303.40	15,055.00	28,303.40		28,303.40	100%	-				
21	SUBGRADE EXCAVATION (EV)	100.00	CY	53.50	5,350.00	-	-	-	-		-	-	5,350.00				
22	GEOTEXTILE FABRIC, TYPE 5 NON-WOVEN	225.00	SY	2.45	551.25	225.00	551.25	225.00	551.25		551.25	100%	-				
23	REMOVE AND HAUL EXCESS RECLAIM TO CITY GRAVEL	635.00	CY	12.75	8,096.25	648.00	8,262.00	648.00	8,262.00		8,262.00	102%	(165.75)				
24	CLASS 5 GRAVEL BASE	1,350.00	TN	20.40	27,540.00	558.50	11,393.40	558.50	11,393.40		11,393.40	41%	16,146.60				
25	AGGREGATE SHOULDERING CLASS 2	200.00	TN	34.85	6,970.00	158.66	5,529.30	158.66	5,529.30		5,529.30	79%	1,440.70				
26	TOLERANCE AGGREGATE BASE	15,055.00	SY	0.82	12,345.10	15,055.00	12,345.10	15,055.00	12,345.10		12,345.10	100%	-				
27	TOLERANCE RECLAIM MATERIAL	7,625.00	SY	0.82	6,252.50	7,625.00	6,252.50	7,625.00	6,252.50		6,252.50	100%	-				
28	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	2,125.00	TN	90.20	191,675.00	2,153.04	194,204.21	2,153.04	194,204.21		194,204.21	101%	(2,529.21)				
29	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	2,830.00	TN	88.00	249,040.00	2,609.79	229,661.52	2,609.79	229,661.52		229,661.52	92%	19,378.48				
30	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) DRIVEWAY	220.00	SY	27.05	5,951.00	221.00	5,978.05	221.00	5,978.05		5,978.05	100%	(27.05)				
31	TACK COAT	1,370.00	GAL	1.90	2,603.00	1,080.00	2,052.00	1,080.00	2,052.00		2,052.00	79%	551.00				
32	SANITARY POINT REPAIR	2.00	EA	9,025.00	18,050.00	2.00	18,050.00	2.00	18,050.00		18,050.00	100%	-				
33	IN-LINE STORM SEWER REPAIR 18" RCP	1.00	EA	4,465.00	4,465.00	1.00	4,465.00	1.00	4,465.00		4,465.00	100%	-				
34	CONNECT TO EXISTING SANITARY SEWER PIPE	3.00	EA	670.00	2,010.00	3.00	2,010.00	3.00	2,010.00		2,010.00	100%	-				
35	CONNECT TO EXISTING SANITARY SEWER MANHOLE	1.00	EA	2,400.00	2,400.00	1.00	2,400.00	1.00	2,400.00		2,400.00	100%	-				
36	CONNECT TO EXISTING SANITARY SEWER SERVICE	2.00	EA	850.00	1,700.00	2.00	1,700.00	2.00	1,700.00		1,700.00	100%	-				
37	2 X 3 STORM SEWER CATCH BASIN	3.00	EA	2,140.00	6,420.00	4.00	8,560.00	4.00	8,560.00		8,560.00	133%	(2,140.00)				
38	4' DIA STORM SEWER CATCH BASIN MANHOLE	1.00	EA	2,735.00	2,735.00	1.67	4,567.45	1.67	4,567.45		4,567.45	167%	(1,832.45)				
39	4' DIA STORM SEWER CATCH BASIN MANHOLE WITH 3'	1.00	EA	3,500.00	3,500.00	1.00	3,500.00	1.00	3,500.00		3,500.00	100%	-				
40	CONNECT TO EXISTING STORM STRUCTURE	1.00	EA	1,195.00	1,195.00	1.00	1,195.00	1.00	1,195.00		1,195.00	100%	-				
41	CONNECT TO EXISTING STORM PIPE	7.00	EA	600.00	4,200.00	8.00	4,800.00	8.00	4,800.00		4,800.00	114%	(600.00)				
42	CONNECT TO EXISTING 4" DRAIN TILE PIPE	11.00	EA	305.00	3,355.00	11.00	3,355.00	11.00	3,355.00		3,355.00	100%	-				
43	12" RC PIPE	28.00	LF	91.35	2,557.80	28.00	2,557.80	28.00	2,557.80		2,557.80	100%	-				
44	15" RC PIPE	72.00	LF	94.75	6,822.00	78.00	7,390.50	78.00	7,390.50		7,390.50	108%	(568.50)				
45	18" RC PIPE CULVERT	112.00	LF	145.00	16,240.00	112.00	16,240.00	112.00	16,240.00		16,240.00	100%	-				
46	15" METAL APRON FOR HDPE	2.00	EA	600.00	1,200.00	1.00	600.00	1.00	600.00		600.00	50%	600.00				
47	18" METAL APRON FOR HDPE	1.00	EA	705.00	705.00	2.00	1,410.00	2.00	1,410.00		1,410.00	200%	(705.00)				
48	15" RC APRON	1.00	EA	1,255.00	1,255.00	1.00	1,255.00	1.00	1,255.00		1,255.00	100%	-				
49	18" RC APRON	6.00	EA	1,365.00	8,190.00	6.00	8,190.00	6.00	8,190.00		8,190.00	100%	-				

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Forest Lake	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	0N1.128874
Contractor:	Valley Paving, Inc.	Agency's Project No.:	
Project:	2023 Street Pavement Maintenance Project		
Contract:			

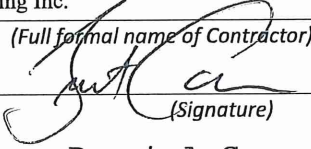
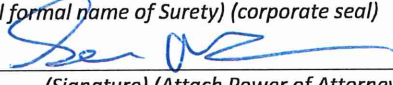
Application No.:	5th and Final	Application Period:	From	11/18/23	to	01/12/24	Application Date:							01/18/24		
A	B		C	D	E	F	F1	F2	G	H	I	J	K	L		
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)			
						Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)							
50	IMPROVED PIPE FOUNDATION	140.00	LF	9.00	1,260.00	-	-	-	-		-		1,260.00			
51	PATCH EXISTING STRUCTURE	5.00	EA	215.00	1,075.00	4.00	860.00	4.00	860.00		860.00	80%	215.00			
52	POUR INVERT IN EXISTING STORM STRUCTURE WITH SUMP	4.00	EA	430.00	1,720.00	4.00	1,720.00	4.00	1,720.00		1,720.00	100%	-			
53	ADJUST EXISTING TOP SLAB	1.00	EA	755.00	755.00	1.00	755.00	1.00	755.00		755.00	100%	-			
54	REPLACE TOP SLAB ON EXISTING 4' DIA STRUCTURE	2.00	EA	1,565.00	3,130.00	2.00	3,130.00	2.00	3,130.00		3,130.00	100%	-			
55	EXCAVATE SEDIMENT AT FES (EV)	50.00	CY	67.65	3,382.50	46.00	3,111.90	46.00	3,111.90		3,111.90	92%	270.60			
56	DITCH CLEANING	210.00	LF	7.95	1,669.50	140.00	1,113.00	140.00	1,113.00		1,113.00	67%	556.50			
57	CLASS 2 RIP RAP	36.00	CY	135.00	4,860.00	32.24	4,352.40	32.24	4,352.40		4,352.40	90%	507.60			
58	CONCRETE CURB AND GUTTER DESIGN D412 - SPOT REPAIR	1,650.00	LF	29.30	48,345.00	1,709.00	50,073.70	1,709.00	50,073.70		50,073.70	104%	(1,728.70)			
59	6" CONCRETE DRIVEWAY PAVEMENT - HIGH EARLY	50.00	SF	11.60	580.00	46.75	542.30	46.75	542.30		542.30	94%	37.70			
60	7" CONCRETE VALLEY GUTTER - HIGH EARLY	40.00	SY	97.35	3,894.00	-	-	-	-		-		3,894.00			
61	ADJUST CASTING INCLUDING HDPE RINGS	40.00	EA	965.00	38,600.00	41.00	39,565.00	41.00	39,565.00		39,565.00	103%	(965.00)			
62	ADJUST CASTING INCLUDING 12" CONCRETE RISER AND	3.00	EA	1,375.00	4,125.00	4.00	5,500.00	4.00	5,500.00		5,500.00	133%	(1,375.00)			
63	SUPPLY 3067-V FRAME AND GRATE	6.00	EA	735.00	4,410.00	5.00	3,675.00	5.00	3,675.00		3,675.00	83%	735.00			
64	SUPPLY 3065-V FRAME AND GRATE	4.00	EA	735.00	2,940.00	2.00	1,470.00	2.00	1,470.00		1,470.00	50%	1,470.00			
65	SUPPLY 3501-TB FRAME AND GRATE	1.00	EA	1,140.00	1,140.00	1.00	1,140.00	1.00	1,140.00		1,140.00	100%	-			
66	SUPPLY 1642-B FRAME AND COVER	8.00	EA	1,130.00	9,040.00	6.00	6,780.00	6.00	6,780.00		6,780.00	75%	2,260.00			
67	SIGN PANELS, TYPE C	43.75	SF	51.50	2,253.13	43.75	2,253.13	43.75	2,253.13		2,253.13	100%	-			
68	STREET SIGN (2 BLADES) INCLUDING POST AND HARDWARE	7.00	EA	257.50	1,802.50	7.00	1,802.50	7.00	1,802.50		1,802.50	100%	-			
69	STREET SIGN (3 BLADES) INCLUDING POST AND HARDWARE	3.00	EA	309.00	927.00	3.00	927.00	3.00	927.00		927.00	100%	-			
70	CULVERT MARKERS	20.00	EA	154.50	3,090.00	21.00	3,244.50	21.00	3,244.50		3,244.50	105%	(154.50)			
71	STORM DRAIN INLET PROTECTION	17.00	EA	107.75	1,831.75	17.00	1,831.75	17.00	1,831.75		1,831.75	100%	-			
72	CULVERT END PROTECTION - TYPE BIOLOG	10.00	EA	77.25	772.50	10.00	772.50	10.00	772.50		772.50	100%	-			
73	TOPSOIL BORROW (LV)	75.00	CY	71.30	5,347.50	52.50	3,743.25	52.50	3,743.25		3,743.25	70%	1,604.25			
74	STREET SWEEPER (SELF PROPELLED PICK UP BROOM,	9.00	HR	210.00	1,890.00	-	-	-	-		-		1,890.00			
75	WATER FOR DUST CONTROL	15.00	MGAL	45.00	675.00	-	-	-	-		-		675.00			
76	SEEDING, INCL 25-131 SEED MIX, FERTILIZER, AND	450.00	SY	2.36	1,062.00	1,250.00	2,950.00	1,250.00	2,950.00		2,950.00	278%	(1,888.00)			
77	SEEDING, INCL 25-131 SEED MIX, FERTILIZER, AND CAT 20	435.00	SY	2.56	1,113.60	437.50	1,120.00	437.50	1,120.00		1,120.00	101%	(6.40)			
78	SEEDING, INCL 35-241 SEED MIX AND HYDROMULCH, NO	330.00	SY	2.98	983.40	-	-	-	-		-		983.40			
BASE BID TOTAL					\$ 855,207.42		\$ 814,336.74		\$ 814,336.74	\$ -	\$ 814,336.74	95%	\$ 40,870.68			

Progress Estimate - Unit Price Work**Contractor's Application for Payment**

Owner:	City of Forest Lake										Owner's Project No.:																
Engineer:	Bolton & Menk, Inc.										Engineer's Project No.:																
Contractor:	Valley Paving, Inc.										ON1.128874																
Project:	2023 Street Pavement Maintenance Project										Agency's Project No.:																
Contract:																											
Application No.:		5th and Final		Application Period:		From		11/18/23		to		01/12/24		Application Date:		01/18/24											
A		B		C		D		E		F		F1		F2		G		H		I		J		K		L	
Bid Item No.	Description	Item Quantity	Units	Contract Information		Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)														
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)																		
CHANGE ORDER NO. 1																											
79	MOBILIZATION	1.00	LS	6,000.00	6,000.00	1.00	6,000.00	1.00	6,000.00		6,000.00	100%	-														
80	TRAFFIC CONTROL	1.00	LS	2,000.00	2,000.00	1.00	2,000.00	1.00	2,000.00		2,000.00	100%	-														
81	REMOVE BITUMINOUS DRIVEWAY	150.00	SY	4.10	615.00	78.00	319.80	78.00	319.80		319.80	52%	295.20														
82	SAW CUT BITUMINOUS PAVEMENT	565.00	LF	2.25	1,271.25	227.00	510.75	227.00	510.75		510.75	40%	760.50														
83	IN-PLACE BITUMINOUS RECLAMATION	4,920.00	SY	0.80	3,936.00	4,920.00	3,936.00	4,920.00	3,936.00		3,936.00	100%	-														
84	REMOVE AND HAUL EXCESS RECLAIM TO CITY GRAVEL	530.00	CY	12.75	6,757.50	-	-	-	-		-		6,757.50														
85	AGGREGATE SHOULDERING CLASS 2	95.00	TN	34.85	3,310.75	122.64	4,274.00	122.64	4,274.00		4,274.00	129%	(963.25)														
86	TOLERANCE RECLAIM MATERIAL	4,920.00	SY	0.82	4,034.40	4,920.00	4,034.40	4,920.00	4,034.40		4,034.40	100%	-														
87	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	595.00	TN	90.20	53,669.00	617.55	55,703.01	617.55	55,703.01		55,703.01	104%	(2,034.01)														
88	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	595.00	TN	88.00	52,360.00	551.79	48,557.52	551.79	48,557.52		48,557.52	93%	3,802.48														
89	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) DRIVEWAY	150.00	SY	27.05	4,057.50	-	-	-	-		-		4,057.50														
90	TACK COAT	350.00	GAL	1.90	665.00	250.00	475.00	250.00	475.00		475.00	71%	190.00														
CHANGE ORDER NO. 1 TOTAL					\$	138,676.40		\$	125,810.48		\$	125,810.48	\$	-	\$	125,810.48	91%	\$	12,865.92								
BASE BID + CHANGE ORDER																											
PROJECT TOTAL					\$	993,883.82		\$	940,147.22		\$	940,147.22	\$	-	\$	940,147.22	95%	\$	53,736.60								

WARRANTY BOND FORM

Bond No. 6131049795M

Contractor Name: Valley Paving Inc. Address (principal place of business): 8800 13th Avenue East Shakopee, MN 55379	Surety Name: United States Fire Insurance Company Address (principal place of business): 305 Madison Avenue Morristown, NJ 07960
Owner Name: City of Forest Lake Address (principal place of business): 1408 Lake Street South Forest Lake, MN 55025	Construction Contract Description (name and location): 2023 Street Pavement Maintenance Project Forest Lake, MN Contract Price: \$855,207.42 Effective Date of Contract: February 28, 2023 Contract's Date of Substantial Completion: October 31, 2023
Bond Bond Amount: \$993,883.82 Date of Bond: January 18, 2024 Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until two years after such Substantial Completion. Modifications to this Bond form: ☒ None ☐ See Paragraph 9	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Valley Paving Inc. By:  (Full formal name of Contractor) (Signature) Name: Brent A. Carron (Printed or typed) Title: President Attest:  (Signature) Name: Carol Kadrlík (Printed or typed) Title: Secretary	Surety United States Fire Insurance Company By:  (Full formal name of Surety) (corporate seal) (Signature) (Attach Power of Attorney) Name: Sean McBride (Printed or typed) Title: Attorney-in-Fact Attest:  (Signature) Name: Amanda Ackmann (Printed or typed) Title:
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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City of Forest Lake - ON1.128874

January 2023

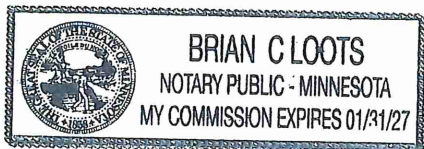
WARRANTY BOND FORM

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ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 18th day of January, 20 24, before me personally appeared Sean McBride to me known, who, being by me duly sworn, did depose and say: that s/he resides at Blaine, Minnesota, that s/he is the Attorney-in-Fact of United States Fire Insurance Company, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



[Signature]
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of MN)
County of Scott)

On this 18th day of January, 20 24, before me personally appeared Brent A. Carron, to me known, who being by me first duly sworn, did depose and say that s/he resides in Chanhassen that s/he is the President of Valley Paving Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



[Signature]
Notary Public

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07612

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Carl Godziek, Sean McBride, Samantha Boddicker, Brad Broom, Lauren Bruns, Brian Loots

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **18th** day of January 20 24

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



AIA[®] Document G707[™] – 1994

Consent of Surety to Final Payment

Bond No. 6131049795

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER ☒
2023 Street Pavement Maintenance Project Forest Lake, MN		
	CONTRACT FOR:	ARCHITECT ☐
		CONTRACTOR ☒
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED: February 28, 2023	SURETY ☒
City of Forest Lake 1408 Lake Street South Forest Lake, MN 55025		OTHER ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

United States Fire Insurance Company
 305 Madison Avenue
 Morristown, NJ 07960

on bond of
(Insert name and address of Contractor)

Valley Paving Inc.
 8800 13th Avenue East
 Shakopee, MN 55379

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
 the Surety of any of its obligations to
(Insert name and address of Owner)

City of Forest Lake
 1408 Lake Street South
 Forest Lake, MN 55025

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 18, 2024
(Insert in writing the month followed by the numeric date and year)

United States Fire Insurance Company

(Surety)

(Signature of authorized representative)

Sean McBride, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA® Document G707™ – 1994 Instructions

Consent of Surety to Final Payment

GENERAL INFORMATION

Purpose. This document is intended for use as a companion to AIA Document G706™, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

Related Documents. This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706

Use of Current Documents. Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document

COMPLETING G707–1994

General. The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

Architect's Project No. This information is typically supplied by the Architect and entered on the form by the Contractor.

Contract For. This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

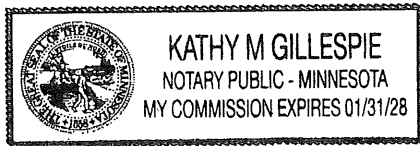
EXECUTING THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Hennepin)

On this 18th day of January, 20 24, before me personally appeared Sean McBride to me known, who, being by me duly sworn, did depose and say: that s/he resides at Blaine, Minnesota, that s/he is the Attorney-in-Fact of United States Fire Insurance Company, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Kathy M Gillespie
Notary Public

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07612

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Carl Godziek, Sean McBride, Samantha Boddicker, Brad Broom, Lauren Bruns, Brian Loots

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

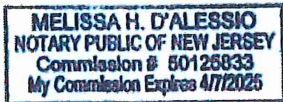
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the **18th** day of January 20 24

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President

8800 13th AVENUE EAST
SHAKOPEE, MN 55379
PHONE (952) 445-8615
FAX (952) 445-0355
www.valleypaving.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated 18-Jan 2024

The undersigned hereby acknowledges receipt of the sum of: **\$941,147.22**

CHECK ONLY ONE

- 1.) ☐ as partial payment for labor, skill and material furnished
- 2.) ☐ as payment for all labor, skill and material furnished or to be furnished
(except the sum of \$ _____ retainage or holdback)
- 3.) ☒ as full and final payment for all labor, skill and material furnished or to
be furnished to the following described real property: (legal description,
street address or project name)

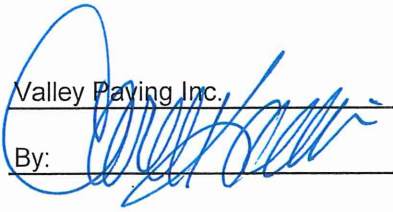
Full & Final Payment Received for the City of Forest Lake

2023 Street Pavement Maintenance Project

and for value received hereby waives all rights acquired by the undersigned to file or
record mechanic's liens against said real property for labor, skill or material furnished
to said real property (only for the amount paid if Box 1 is checked, and except for
retainage shown if Box 2 is checked). The undersigned affirms that all material
furnished by the undersigned has been paid for, and all subcontractors employed
by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a
corporation, it must be signed by an officer,
and of executed by a partnership, it must
be signed by a partner.

Valley Paving Inc.

By: 

Secretary

(Title)

8800 13th Ave. E.

(Address)

Shakopee, MN 55379



A VETERAN OWNED COMPANY



8800 13th AVENUE EAST
SHAKOPEE, MN 55379
PHONE (952) 445-8615
FAX (952) 445-0355
www.valleypaving.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated 11-Jan 2024

The undersigned hereby acknowledges receipt of the sum of: \$13,862.50

CHECK ONLY ONE

- 1.) ☐ as partial payment for labor, skill and material furnished
- 2.) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3.) ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

The Receipt of Sum Includes Final Retainage in the Amount of \$277.25 to be paid when Valley Paving Receives Final Payment from the City of Forest Lake For the 2023 Street Pavement Maintenance Project

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Superior Traffic Control

By: T. H. H. H.

owner

(Title)

7644 57th St SE

(Address)

St Cloud, MN 56304

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and of executed by a partnership, it must be signed by a partner.



A VETERAN OWNED COMPANY

Affirmative Action / Equal Opportunity Employer



8800 13th AVENUE EAST
SHAKOPEE, MN 55379
PHONE (952) 445-8615
FAX (952) 445-0355
www.valleypaving.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated 12-Dec 2023

The undersigned hereby acknowledges receipt of the sum of: \$9,967.84

CHECK ONLY ONE

- 1.) ☐ as partial payment for labor, skill and material furnished
- 2.) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3.) ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

The Receipt of Sum Includes Final Retainage in the Amount of \$238.40
to be paid when Valley Paving Receives Final Payment from the City of Forest Lake
For the 2023 Street Pavement Maintenance Project / City of Forest Lake

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Rejner Contracting Inc.

By: [Signature]

CONTROLLER
(Title)

21541 Hwy 7 W
(Address)

HUTCHINSON, MN 55350

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and of executed by a partnership, it must be signed by a partner.



A VETERAN OWNED COMPANY

Affirmative Action / Equal Opportunity Employer

VALLEY PAVING INCORPORATED

8800 13th AVENUE EAST
SHAKOPEE, MN 55379
PHONE (952) 445-8615
FAX (952) 445-0355
www.valleypaving.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated 12-Dec 2023

The undersigned hereby acknowledges receipt of the sum of: \$3,250.00

CHECK ONLY ONE

- 1.) ☐ as partial payment for labor, skill and material furnished
- 2.) ☐ as payment for all labor, skill and material furnished or to be furnished
(except the sum of \$_____ retainage or holdback)
- 3.) ☒ as full and final payment for all labor, skill and material furnished or to
be furnished to the following described real property: (legal description,
street address or project name)

The Receipt of Sum Includes Final Retainage in the Amount of \$162.50
to be paid when Valley Paving Receives Final Payment from the City of Forest Lake
For the 2023 Street Pavement Maintenance Project / City of Forest Lake

and for value received hereby waives all rights acquired by the undersigned to file or
record mechanic's liens against said real property for labor, skill or material furnished
to said real property (only for the amount paid if Box 1 is checked, and except for
retainage shown if Box 2 is checked). The undersigned affirms that all material
furnished by the undersigned has been paid for, and all subcontractors employed
by the undersigned have been paid in full, EXCEPT:

Alvero LLC dba Herness Construction Co.

By: Amy Alvero

President

(Title)

15422 Leona Ln, Wayzata, MN 55391

(Address)

NOTE: If this instrument is executed by a
corporation, it must be signed by an officer,
and if executed by a partnership, it must
be signed by a partner.



A VETERAN OWNED COMPANY

Affirmative Action / Equal Opportunity Employer



8800 13th AVENUE EAST
SHAKOPEE, MN 55379
PHONE (952) 445-8615
FAX (952) 445-0355
www.valleypaving.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated 12-Dec 2023

The undersigned hereby acknowledges receipt of the sum of: \$4,649.95

CHECK ONLY ONE

- 1.) ☐ as partial payment for labor, skill and material furnished
- 2.) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3.) ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

The Receipt of Sum Includes Final Retainage in the Amount of \$232.50 to be paid when Valley Paving Receives Final Payment from the City of Forest Lake For the 2023 Street Pavement Maintenance Project / City of Forest Lake

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Visu-Sewer Inc.

By: [Signature]

Division Manager
(Title)

19587 Tamrock St NW
(Address)

096 Grove, MN 55011

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and of executed by a partnership, it must be signed by a partner.



A VETERAN OWNED COMPANY

Affirmative Action / Equal Opportunity Employer



8800 13th AVENUE EAST
 SHAKOPEE, MN 55379
 PHONE (952) 445-8615
 FAX (952) 445-0355
 www.valleypaving.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated

12-Dec

2023

The undersigned hereby acknowledges receipt of the sum of:

\$49,146.99

CHECK ONLY ONE

- 1.) ☐ as partial payment for labor, skill and material furnished
- 2.) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3.) ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

The Receipt of Sum Includes Final Retainage in the Amount of \$2,457.36 to be paid when Valley Paving Receives Final Payment from the City of Forest Lake For the 2023 Street Pavement Maintenance Project / City of Forest Lake

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Curb Masters, Inc.

By

President
 (Title)

(Address)

496 Farwell Avenue
 South St. Paul, MN 55075

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and of executed by a partnership, it must be signed by a partner.



A VETERAN OWNED COMPANY

Affirmative Action / Equal Opportunity Employer



8800 13th AVENUE EAST
 SHAKOPEE, MN 55379
 PHONE (952) 445-8615
 FAX (952) 445-0355
 www.valleypaving.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated 11-Jan 2024

The undersigned hereby acknowledges receipt of the sum of: \$5,201.88

CHECK ONLY ONE

- 1.) ☐ as partial payment for labor, skill and material furnished
- 2.) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3.) ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

Full and Final Payment for:
 2023 Street Pavement Maintenance Project
 City of Forest Lake, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

Erosion Works

By: Ryan

President
 (Title)

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and of executed by a partnership, it must be signed by a partner.

Erosion Works
 (Address) 8177 199th Ave NW
Elk River, MN 55330



A VETERAN OWNED COMPANY



8800 13th AVENUE EAST
 SHAKOPEE, MN 55379
 PHONE (952) 445-8615
 FAX (952) 445-0355
 www.valleypaving.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated 17-Jan 2024

The undersigned hereby acknowledges receipt of the sum of: **\$9,126.15**

CHECK ONLY ONE

- 1.) ☐ as partial payment for labor, skill and material furnished
- 2.) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3.) ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

Final Retainage in the Amount of \$212.52 to Be Paid When
 Valley Paving Recieves Final Payment from the City of Forest lake
 For the 2022 Street Pavement Maintenance Project

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

K O'Connor LLC

By: *[Signature]*

President

(Title)

3637 250 st W Faribault MN 55021

(Address)

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and of executed by a partnership, it must be signed by a partner.



A VETERAN OWNED COMPANY



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-741-322-592
Submitted Date and Time:	17-Jan-2024 3:00:34 PM
Legal Name:	VALLEY PAVING INC
Federal Employer ID:	41-1348160
User Who Submitted:	ValleyPavingTax
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	133124096
Minnesota ID:	5565541
Project Owner:	CITY OF FOREST LAKE
Project Number:	2023 STREET MAINTENANCE
Project Begin Date:	07-Mar-2023
Project End Date:	11-Jan-2024
Project Location:	VARIOUS STREETS FOREST LAKE
Project Amount:	\$940,147.22

Subcontractor Summary

Name	ID	Affidavit Number
SUPERIOR TRAFFIC CONTROL LLC	4396051	1459048448
REINER CONTRACTING INC	2595892	44519424
ALVERO LLC	3051898	1978093568
VIS SEWER INC	3042816	859131904
CURB MASTERS INC	2207114	385306624
K OCONNOR LLC	3092611	1769689088
ZAK INDUSTRIES INC	9254906	984305664

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-128-473-440
Submitted Date and Time:	12-Jan-2024 12:13:00 PM
Legal Name:	SUPERIOR TRAFFIC CONTROL LLC
Federal Employer ID:	81-1433702
User Who Submitted:	Superiortraffichh
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1459048448
Minnesota ID:	4396051
Project Owner:	CITY OF FOREST LAKE
Project Number:	2023 ST MAINTENANCE
Project Begin Date:	16-Jun-2023
Project End Date:	31-Oct-2023
Project Location:	CITY OF FOREST LAKE
Project Amount:	\$13,862.50
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-403-755-360
Submitted Date and Time:	12-Dec-2023 1:32:16 PM
Legal Name:	REINER CONTRACTING INC
Federal Employer ID:	41-1831218
User Who Submitted:	ReinerContracting
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	44519424
Minnesota ID:	2595892
Project Owner:	CITY OF FOREST LAKE
Project Number:	23-11
Project Begin Date:	07-Mar-2023
Project End Date:	12-Dec-2023
Project Location:	FOREST LAKE
Project Amount:	\$9,967.84
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-751-503-200
Submitted Date and Time:	14-Dec-2023 7:54:25 AM
Legal Name:	ALVERO LLC
Federal Employer ID:	46-2582481
User Who Submitted:	alvero
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1978093568
Minnesota ID:	3051898
Project Owner:	CITY OF FOREST LAKE
Project Number:	2023 STREET PROJECT
Project Begin Date:	21-Jul-2023
Project End Date:	21-Jul-2023
Project Location:	FOREST LAKE
Project Amount:	\$3,250.00
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-858-826-592
Submitted Date and Time:	20-Dec-2023 8:41:17 AM
Legal Name:	VISU SEWER INC
Federal Employer ID:	39-1219110
User Who Submitted:	ValPace
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	859131904
Minnesota ID:	3042816
Project Owner:	CITY OF FOREST LAKE
Project Number:	2023 STREET MAINTENANCE PROJECT
Project Begin Date:	22-Jun-2023
Project End Date:	18-Aug-2023
Project Location:	FOREST LAKE
Project Amount:	\$4,384.40
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-931-043-680
Submitted Date and Time:	12-Jan-2024 10:57:09 AM
Legal Name:	CURB MASTERS INC
Federal Employer ID:	41-1606037
User Who Submitted:	C Davis
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	385306624
Minnesota ID:	2207114
Project Owner:	CITY OF FOREST LAKE
Project Number:	23-11
Project Begin Date:	18-Jul-2023
Project End Date:	25-Jul-2023
Project Location:	FOREST LAKE 2023 STREET PAVEMENT MAINTENANCE PROJECT
Project Amount:	\$49,146.99
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-937-458-016
Submitted Date and Time:	17-Jan-2024 2:36:04 PM
Legal Name:	K OCONNOR, LLC
Federal Employer ID:	46-2564906
User Who Submitted:	KOCONNORK
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1769689088
Minnesota ID:	3092611
Project Owner:	CITY OF FOREST LAKE
Project Number:	FOREST LAKE 2023
Project Begin Date:	27-Jun-2023
Project End Date:	31-Jul-2023
Project Location:	FOREST LAKE
Project Amount:	\$9,126.15
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-953-708-384
Submitted Date and Time:	17-Jan-2024 1:02:22 PM
Legal Name:	ZAK INDUSTRIES INC
Federal Employer ID:	26-1605885
User Who Submitted:	zi3834
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	984305664
Minnesota ID:	9254906
Project Owner:	CITY OF FOREST LAKE
Project Number:	23-11
Project Begin Date:	11-Jan-2024
Project End Date:	11-Jan-2024
Project Location:	FOREST LAKE
Project Amount:	\$5,201.88
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

Staff Memo

Date: February 12, 2024
To: Honorable Mayor and Councilmembers
From: Kevin Knopik, Finance Director
Re: Pay Equity Report

BACKGROUND: The City is required to submit a Pay Equity Report to the State of Minnesota every three years. The report requires review and approval of the governing body prior to submission.

ISSUE BEFORE COUNCIL: Should the Council approve the Pay Equity Report?

PROPOSAL DETAILS/ANALYSIS: The Council is asked to approve the attached Pay Equity Report for submission to the State of Minnesota. The current report was prepared using data and analysis from the job classification and compensation study. The purpose of the reporting is for the City to analyze its pay structure for evidence of inequities and to report the information to the Department of Management and Budget. The current report has been entered into the state's online pay equity reporting site and the City is in compliance.

FISCAL IMPACT: None

OPTIONS: Approve the Pay Equity Report or recommend changes and then approve the Pay Equity Report.

RECOMMENDATION:

If removed from the consent agenda: ***"Motion to approve the Pay Equity Report"***.

ATTACHMENTS:

- Pay Equity Compliance Report



Minnesota Pay Equity Management System - Forest Lake(24-No Submission)

[Home](#)
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[Go To](#)
[Log Out](#)
[<--Jobs Page](#)
[Reports-->](#)

Compliance Report

Jurisdiction: Forest Lake

Report Year: 2024

Case:1 - Private (Jur Only)

Contact:	Name	Title	Phone	Email
	Kevin Knopik	Finance Director	651-209-9725	finance.director@ci.forest-lake.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity Report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the guidebook.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	22	8	1	31
# Employees	34	11	19	64
Avg.Max Monthly Pay Per Employee	8,171.62	6,995.45		7,775.72

II. STATISTICAL ANALYSIS TEST

A. UNDERPAYMENT RATIO = 163.64 *	Male Classes	Female Classes
a. # at or above Predicted Pay	13	6
b. # Below Predicted Pay	9	2
c. TOTAL	22	8
d. % Below Predicted Pay (b divided by c = d)	40.91	25.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 43	Value of T = -0.839
---------------------------------	---------------------

a. Avg.diff.in pay from predicted pay for male jobs = \$18

b. Avg.diff.in pay from predicted pay for female jobs = \$64

III. SALARY RANGE TEST = 100.00% (Result is A divided by B)

A. Avg.# of years to max salary for male jobs = 5.00

B. Avg.# of years to max salary for female jobs = 5.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00% (Result is B divided by A)

A. % of male classes receiving ESP 36.36 *

B. % of female classes receiving ESP 0.00

*(If 20% or less, test result will be 0.00)

[Go To Implementation Form](#)

[View Another Case](#)

We have worked to ensure this product is accessible and compliant with the standard WCAG 2.0 level AA. We have tested accessibility using the JAWS software from Freedom Scientific. We found it to work correctly for us. If you find errors in accessibility, please let us know at pay.equity@state.mn.us so that we can follow up. Thank you.



Date: February 12, 2024

To: Honorable Mayor and Members of the City Council

From: Kevin Knopik, Finance Director

Re: **Hiring Recommendation**

The City currently has an opening for the Administrative Assistant I – Utility Billing position. After reviewing applications and performing written and in-person interviews, a decision was made to pursue the hiring of Tammy Dagle for the position. Based on Tammy's performance in both the in-person and written interview process, a conditional job offer was made. This offer is contingent upon City Council approval.

Tammy's start date will be February 13th, if approved.

Recommendation

Recommend approval to hire Tammy Dagle to the position of Administrative Assistant I – Utility Billing at Grade 5 Step 1 (\$29.13/hr).

Date: February 12, 2024

To: Honorable Mayor & City Council Members

From: Richard R. Peterson, Chief of Police

Re: Police Captain Appointment

Captain Greg Weiss will be retiring on February 29, 2024, after 23 years of service with the Forest Lake Police Department and over 30 years of service in law enforcement (Wyoming Police Department, Washington County Sheriff's Office and the Forest Lake Police Department).

With the upcoming vacancy of a Police Captain's position within the police department, a Police Captain's Appointment Process was started in early December 2023. Sergeant Luke Hanegraaf requested to participate in the process and is being recommended to the city council as our next Police Captain with the Forest Lake Police Department.

Sergeant Luke Hanegraaf obtained his Bachelor of Arts Degree from the University of Minnesota-Duluth, his Master of Arts Degree from St. Mary's University-Minnesota, he is a graduate of the Northwestern School of Police and Command, and has over twenty years of experience in law enforcement in various assignments and ranks of supervision, along with a vast array of training.

Due to his law enforcement experience, academics, and current salary as a Detective Sergeant with the Forest Lake Police Department, I recommend Sergeant Hanegraaf start his appointment as Captain at Grade 17 and Step 5 (\$65.38/hour) pursuant to the 2022-2024 MAPE Supervisors/Department Heads Labor Agreement.

The appointment of Sergeant Luke Hanegraaf to the rank of Police Captain is retroactive to February 3, 2024.

Staff Recommendation:

If Removed From Consent:

"Motion to appoint Sergeant Luke Hanegraaf to the position of Police Captain at Grade 17 and Step 5 (\$135,990.40) pursuant to the 2022-2024 MAPE Supervisors/Department Heads Labor Agreement retroactively effective as of February 3, 2024."

Date: February 12, 2024

To: Honorable Mayor & City Council Members

From: Richard R. Peterson, Chief of Police

Re: Police Sergeant Promotion

Captain Greg Weiss will be retiring on February 29, 2024, after 23 years of service with the Forest Lake Police Department and over 30 years of service in law enforcement (Wyoming Police Department, Washington County Sheriff's Office and the Forest Lake Police Department).

With the upcoming vacancy of Police Captain, and an appointment to Police Captain from the Police Sergeant ranks, there will be a vacancy in the Police Sergeant ranks. A Police Sergeant's Promotional Process was completed in November/December of 2023. Officer Jonathan Glader requested to participate in the process and is being recommended to the city council as our next Police Sergeant with the Forest Lake Police Department.

Officer Jonathan Glader has worked with the Forest Lake Police Department since 2005. Officer Glader has worked as a patrol officer, school resource officer, field training instructor, firearms instructor, use of force instructor, TZD Coordinator, bike patrol coordinator, mobile field force member, and obtained his Bachelor of Arts Degree from Saint Mary's University-MN and also his Master's Degree from Saint Mary's University-MN.

Staff Recommendation:

If Removed From Consent:

"Motion to promote Officer Jonathan Glader to the position of Police Sergeant at Grade 13 and Step 3 (\$50.90/hour) pursuant to the 2023-2025 LELS Local #326 Labor Agreement effective February 17, 2024.

Date: February 12, 2024

To: Honorable Mayor and City Council Members

From: Richard R. Peterson, Chief of Police

Re: Minnesota Law Enforcement Support Office (MN-LESO Program)
Civilian Governing Body and Local Community Notification

The Forest Lake Police Department has participated with the Minnesota Law Enforcement Support Office Program for the past three years. The LESO Program, established by the congress, authorizes the transfer of excess Department of Defense (DOD) property to federal, state, and local law enforcement agencies. Agencies approved to participate may obtain excess property and equipment for any bona fide law enforcement need. Examples of excess property obtained by law enforcement agencies include, but is not limited to: clothing, boots, first aid kits, ammunition, tools, and other similar equipment needs.

Over the past three years, the Forest Lake Police Department has obtained approximately \$30,000 worth of excess property for our department's use at a minimal cost (usually the cost of shipping & handling).

In order to be compliant with the partnership between the Forest Lake Police Department and the Minnesota Law Enforcement Support Office Program (MN LESO Program), this memo fulfills the requirement to notify the civilian governing body and local community of the Forest Lake Police Department's intent to potentially acquire controlled property items from the MN LESO Program or another federal source throughout the year.

Staff Recommendation: City Council to approve a motion to authorize Mayor Bain and Interim City Administrator Handt to execute the documents necessary to continue participation in the MN-LESO 2024 Program.



Forest Lake
AS GOOD AS IT SOUNDS

Forest Lake
Police Department
1408 Lake Street South
Forest Lake, MN 55025
651.464.5877
651.464.8653 fax
www.flpd.com

Re: Authorization to continue participation in the MN-LESO Program - 2024

We, Mayor Mara Bain and the Forest Lake City Council, understand that the Minnesota Law Enforcement Support Office (MN-LESO) is a program which allows law enforcement agencies to obtain surplus Department of Defense (DOD) property at no cost. All items must have a direct application to the law enforcement agencies public safety mission. Homeland Security and Emergency Management (HSEM) is the administrator of the program in Minnesota.

On behalf of myself and the Forest Lake City Council, we authorize Chief Richard Peterson to participate in the MN-LESO program and sign the State Plan of Operation between the State of Minnesota and the Forest Lake Police Department.

Mayor Mara Bain

Interim City Administrator – Kristina Handt



Forest Lake
Police Department
 1408 South Lake Street
 Forest Lake, MN 55025
 651.464.5877
 651.464.8653 fax
www.flpd.com

Community Notification to request Controlled Property

Presidential Executive Order #14074 “Advancing Effective, Accountable Policing & Criminal Justice Practices to Enhance Public Trust & Public Safety” was signed on May 25th, 2022. In accordance with EO #14074 (Section 12), all law enforcement agencies must:

- 1) Notify their civilian governing body of its intent to request property from federal sources.
- 2) Notify the local community of its request for property transfers or purchases from federal funds or agencies.

The Forest Lake Police Department may request the below controlled property items from the Law Enforcement Support Office or another federal source:

All-terrain vehicles	Laser range finders	Training aids & devices
Ballistic blankets	Night vision devices	Less Lethal Munitions & Devices
Ballistic shields	Protective eyewear	Training Ammunition
Binoculars	Public address sets	
Flashlights	Rifle sights & scopes	
Robots	Thermal cameras & accessories	

Pursuant to EO #14074 (Section 12), this memo fulfills the requirement to notify the civilian governing body and local community of my agency’s intent to request the controlled property items identified in the list above.

Any community/citizen input, or questions should be directed to either the Chief of Police or the police department’s MN LESO Program Coordinator.

Richard R. Peterson
 Chief of Police
401@flpd.com
 651-209-9925

Sergeant Brent DeGroot
 FLPD MN LESO Program Coordinator
407@flpd.com
 651-209-9913



Forest Lake
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GENERAL CORPORATE LICENSE 24-0049

STATE OF MINNESOTA - COUNTY OF WASHINGTON - CITY OF FOREST LAKE

Whereas, TIMELESS ELEMENTS MED SPA AND LASER CENTER,
has complied with all requirements of the Ordinances of the City of Forest Lake, including
payment of the required \$75 necessary for obtaining this general corporate license:

MASSAGE THERAPIST - LOCATION

Now, therefore, by order of the City Council and by virtue hereof, TIMELESS ELEMENTS MED SPA AND LASER
CENTER,

is hereby licensed and authorized to practice said licensure in Forest Lake for the period of Annual starting
02/12/2024 and ending on 01/31/2025, subject to all provisions of said Ordinances.

Given under by hand and the corporate seal of the City of
Forest Lake on 02/12/2024.

Approved: Mara Bain, Mayor

Attest: City Administrator



Forest Lake
AS GOOD AS IT SOUNDS

GENERAL CORPORATE LICENSE 24-0205

STATE OF MINNESOTA - COUNTY OF WASHINGTON - CITY OF FOREST LAKE

Whereas, JANETTE COLLINS,
has complied with all requirements of the Ordinances of the City of Forest Lake, including
payment of the required \$75 necessary for obtaining this general corporate license:

MASSAGE THERAPIST - INDIVIDUAL

Now, therefore, by order of the City Council and by virtue hereof, JANETTE COLLINS,
is hereby licensed and authorized to practice said licensure in Forest Lake for the period of Annual starting
02/12/2024 and ending on 01/31/2025, subject to all provisions of said Ordinances.

Given under by hand and the corporate seal of the City of
Forest Lake on 02/12/2024.

Approved: Mara Bain, Mayor

Attest: City Administrator



Forest Lake
AS GOOD AS IT SOUNDS

GENERAL CORPORATE LICENSE 24-0308

STATE OF MINNESOTA - COUNTY OF WASHINGTON - CITY OF FOREST LAKE

Whereas, CHURCH OF ST PETER,
has complied with all requirements of the Ordinances of the City of Forest Lake, including
payment of the required \$25 necessary for obtaining this general corporate license:

ON SALE - TEMPORARY 1 TO 4 DAY

Now, therefore, by order of the City Council and by virtue hereof, CHURCH OF ST PETER,
is hereby licensed and authorized to practice said licensure in Forest Lake for the period of 1 Day starting
04/26/2024 and ending on 04/26/2024, subject to all provisions of said Ordinances.

Given under by hand and the corporate seal of the City of
Forest Lake on 02/12/2024.

Approved: Mara Bain, Mayor

Attest: City Administrator



Forest Lake
AS GOOD AS IT SOUNDS

GENERAL CORPORATE LICENSE 24-0309

STATE OF MINNESOTA - COUNTY OF WASHINGTON - CITY OF FOREST LAKE

Whereas, CHURCH OF ST PETER,
has complied with all requirements of the Ordinances of the City of Forest Lake, including
payment of the required \$0 necessary for obtaining this general corporate license:

GAMBLING - CHARITABLE

Now, therefore, by order of the City Council and by virtue hereof, CHURCH OF ST PETER,
is hereby licensed and authorized to practice said licensure in Forest Lake for the period of User Defined starting
04/26/2024 and ending on 04/26/2024, subject to all provisions of said Ordinances.

Given under by hand and the corporate seal of the City of
Forest Lake on 02/12/2024.

Approved: Mara Bain, Mayor

Attest: City Administrator



Forest Lake
AS GOOD AS IT SOUNDS

GENERAL CORPORATE LICENSE 24-0307

STATE OF MINNESOTA - COUNTY OF WASHINGTON - CITY OF FOREST LAKE

Whereas, FOREST LAKE DUCKS UNLIMITED,
has complied with all requirements of the Ordinances of the City of Forest Lake, including
payment of the required \$0 necessary for obtaining this general corporate license:

GAMBLING - CHARITABLE

Now, therefore, by order of the City Council and by virtue hereof, FOREST LAKE DUCKS UNLIMITED,
is hereby licensed and authorized to practice said licensure in Forest Lake for the period of User Defined starting
04/13/2024 and ending on 04/13/2024, subject to all provisions of said Ordinances.

Given under by hand and the corporate seal of the City of
Forest Lake on 02/12/2024.

Approved: Mara Bain, Mayor

Attest: City Administrator



Forest Lake
AS GOOD AS IT SOUNDS

GENERAL CORPORATE LICENSE 24-0306

STATE OF MINNESOTA - COUNTY OF WASHINGTON - CITY OF FOREST LAKE

Whereas, FOREST LAKE FIRE DEPARTMENT RELIEF ASSOCIATION,
has complied with all requirements of the Ordinances of the City of Forest Lake, including
payment of the required \$0 necessary for obtaining this general corporate license:

GAMBLING - CHARITABLE

Now, therefore, by order of the City Council and by virtue hereof, FOREST LAKE FIRE DEPARTMENT RELIEF
ASSOCIATION,

is hereby licensed and authorized to practice said licensure in Forest Lake for the period of User Defined starting
04/27/2024 and ending on 04/27/2024, subject to all provisions of said Ordinances.

Given under by hand and the corporate seal of the City of
Forest Lake on 02/12/2024.

Approved: Mara Bain, Mayor

Attest: City Administrator

Date: February 12, 2024

Agenda Item: Resolution to Authorize Execution of MNDOT Airport Grants

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

At the October 23, 2023 meeting, the city council approved two proposals for services order with Bolton and Menk related to pavement maintenance and the construction of pavement for Taxiway Connector A3 Extension and Taxilane Bravo Extension. As noted at the time, the projects would be funded 95% with a grant from MNDOT Aeronautics.

ISSUE BEFORE COUNCIL:

Should the Council approve a resolution authorizing the execution of the MNDOT grant for the noted airport improvements?

PROPOSAL/ANALYSIS:

Included in the packet is a letter of transmittal, resolution and grant agreement received from MNDOT.

FISCAL IMPACT:

Total project costs for the two projects is estimated at \$111,000 in the grant documents with the grant covering \$105,450 and the remaining \$5,550 coming from the airport fund. The grant will reimburse the city for 95% of the eligible costs.

OPTIONS:

- 1) Adopt Resolution 02-12-24-01
- 2) Amend and then Adopt Resolution 02-12-24-01
- 3) Do not take action to authorize the execution of the grant

RECOMMENDATIONS:

If removed from the consent agenda:

“Motion to Approve Resolution 02-12-24-01 A Resolution Approving the Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvements Excluding Land Acquisition.”

ATTACHMENTS:

- December 5, 2023 Letter of Transmittal
- Resolution 02-12-24-01
- Grant Agreement, MNDOT Contract 1055531

December 5, 2023

Patrick Casey – City Administrator
City of Forest Lake
1408 Lake Street South
Forest Lake, MN 55025

Subject: Forest Lake Municipal Airport
Project S.P. A8206-26
Extend Taxiway A3 and Taxilane Bravo; Airport Pavement Maintenance
Agreement for Signature

Dear Mr. Casey:

Attached to the associated email is a State Grant Contract for the subject project. Also attached is a sample document for certifying a resolution authorizing signature(s). If acceptable to the City, please have both documents signed and return to me for further processing. Be sure to return all pages of the Contract and the Attachment included in the PDF file as one file.

If you have any questions regarding this matter, please email me.

Sincerely,

Daniel Boerner
Regional Airport Engineer
Phone: (612) 427-3858
dan.boerner@state.mn.us

E-mail Attachments

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

1. That the state of Minnesota Agreement No. **1055531**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A8206-26** at the **Forest Lake Airport** is accepted.

2. That the _____ and _____ are
(Title) (Title)

authorized to execute this Agreement and any amendments on behalf of the
City of Forest Lake.

STATE OF MINNESOTA
COUNTY OF

at an authorized meeting held on the _____ day of _____, 20____

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

My Commission Expires: _____

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Forest Lake, 1408 Lake Street South, Forest Lake, MN 55025 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS**1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2027, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A8206-26, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A (Credit Application Form) is attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Taxiway A3 and Taxilane Bravo Extensions (Design and Construction Engineering)	0%	95%	5%
Airport Pavement Maintenance (Design and Construction Engineering)	0%	95%	5%

Federal Committed:	\$	0.00
Federal Multiyear:	\$	0.00
State:	\$	105,450.00
Grantee:	\$	5,550.00

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 Blank.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$ 105,450.00.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:
Reimbursement request schedule: continuous as needed.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after

receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 Grantee Payment Requirements. Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Daniel Boerner, Central Region Airport Engineer, 395 John Ireland Blvd, St. Paul, MN, 55155, Phone 612-427-3858, dan.boerner@state.mn.us, or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Blank.

6.3 Grantee's Authorized Representative is:

Patrick Casey, City Administrator, 1408 Lake Street South, Forest Lake MN, 55025, (651) 209-9750, patrick.casey@ci.forest-lake.mn.us, or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this

agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State’s Authorized Representative written notice thereof and must promptly furnish State’s Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee’s or State’s opinion is likely to arise, Grantee must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee’s website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination; Suspension**

14.1 **Termination by the State or Commissioner of Administration.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there

has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 **Blank.**

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

21 **Additional Provisions**

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[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

Airport Name _____

State Project No. _____

Federal Project No. _____

Mn/DOT Agreement No. _____

Mn/DOT Agreement No. _____

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

Municipality _____

By _____

Title _____

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the
 _____ of the Municipality of _____, in the County
 of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application,
 knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own
 knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

 Signature

Subscribed and sworn to before me

this _____ day of _____, 20____. .

 NOTARY PUBLIC

My Commission Expires:_____

**Office of Engineering**

1408 Lake Street South
 Forest Lake, MN 55025
www.ci.forest-lake.mn.us

February 5, 2024

Kristina Handt
 Interim City Administrator
 1408 Lake Street South
 Forest Lake, MN 55025

RE: Hidden Creek Development
 Approve Permanent Easement Agreements for Lot 1, Block 2 and Lot 1, Block 3

Dear Kristina:

The final plat for the Hidden Creek development was recorded in the fall of 2023. Unfortunately, the recorded plat did not include the required width for drainage and utility easements over public storm sewer infrastructure along the western lot lines of Lot 1, Block 2 and Lot 1, Block 3.

We have worked with staff and the developer to prepare additional permanent drainage and utility easement agreements for the two lots noted above to ensure the required width of easement is provided.

At this time, we recommend the City approve the enclosed Permanent Drainage and Utility Easement Agreements for Lot 1, Block 2 and Lot 1, Block 3 of the Hidden Creek development and authorize the Mayor and City Clerk to sign the agreements.

Once the easement agreements are approved and executed, the City should record these documents with Washington County. All fees should be reimbursed by the Developer.

If you have any questions, please feel free to contact me at 612.597.7140.

Sincerely,

Ryan J. Goodman, P.E.
 City Engineer
 (612) 597-7140

Enclosure: Permanent Drainage and Utility Easement Agreement for Lot 1, Block 2 of Hidden Creek
 Permanent Drainage and Utility Easement Agreement for Lot 1, Block 3 of Hidden Creek

The City of Forest Lake is dedicated to providing friendly and efficient city services that enhance the quality of life for those who visit, work and live in the community.

PERMANENT DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this _____ day of _____, 2024, by and between Headwaters Land Group LLC ("Landowner") and the City of Forest Lake, a Minnesota municipal corporation ("City").

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A, ("Landowner's Property"), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever the following:

A permanent easement to construct, access, maintain and repair drainage and utility facilities ("Permanent Easement") under, over, across, through and upon that real property legally described as the Drainage and Utility Easement on Exhibit B and likewise depicted on Exhibit C ("Permanent Easement Area"), attached hereto and incorporated herein by reference.

The rights of the City include the right of City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, together with the right to excavate and refill ditches or trenches for the location of such drainage and utility, curb, gutter, retaining walls, or other street project improvements; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and

maintenance of the Permanent Easement and to deposit earthen material in and upon the Permanent Easement Area; and

- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate; and

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and/or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and/or contaminants which may have existed on, or which relate to the Permanent Easement Area or Landowner's Property, prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of Landowner's Property legally described on Exhibit A, and the Permanent Easement Area legally described on Exhibit B and depicted on Exhibit C, and have good right to grant and convey the Permanent Easement herein to the City.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXEMPT FROM STATE DEED TAX

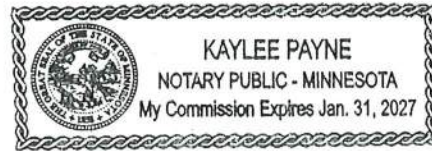
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IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first written.

LANDOWNER:
HEADWATERS LAND GROUP LLC


Paul Bruggeman, Owner

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) SS.



The foregoing instrument was acknowledged before me on 29 day of January, 2024, by Paul Bruggeman, who being by me duly sworn, did say that they are the Owner of Headwaters Land Group LLC, the corporation named in the foregoing instrument and the owner of the parcel identified in Exhibit A, and that said instrument was signed on behalf of said corporation by authority of its Owner, and said Owner acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

CITY:
CITY OF FOREST LAKE

Mara Bain, Mayor

Kristina Handt, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Mara Bain and Kristina Handt, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Forest Lake, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This Instrument Was Drafted By
And After Recording Return To:

LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

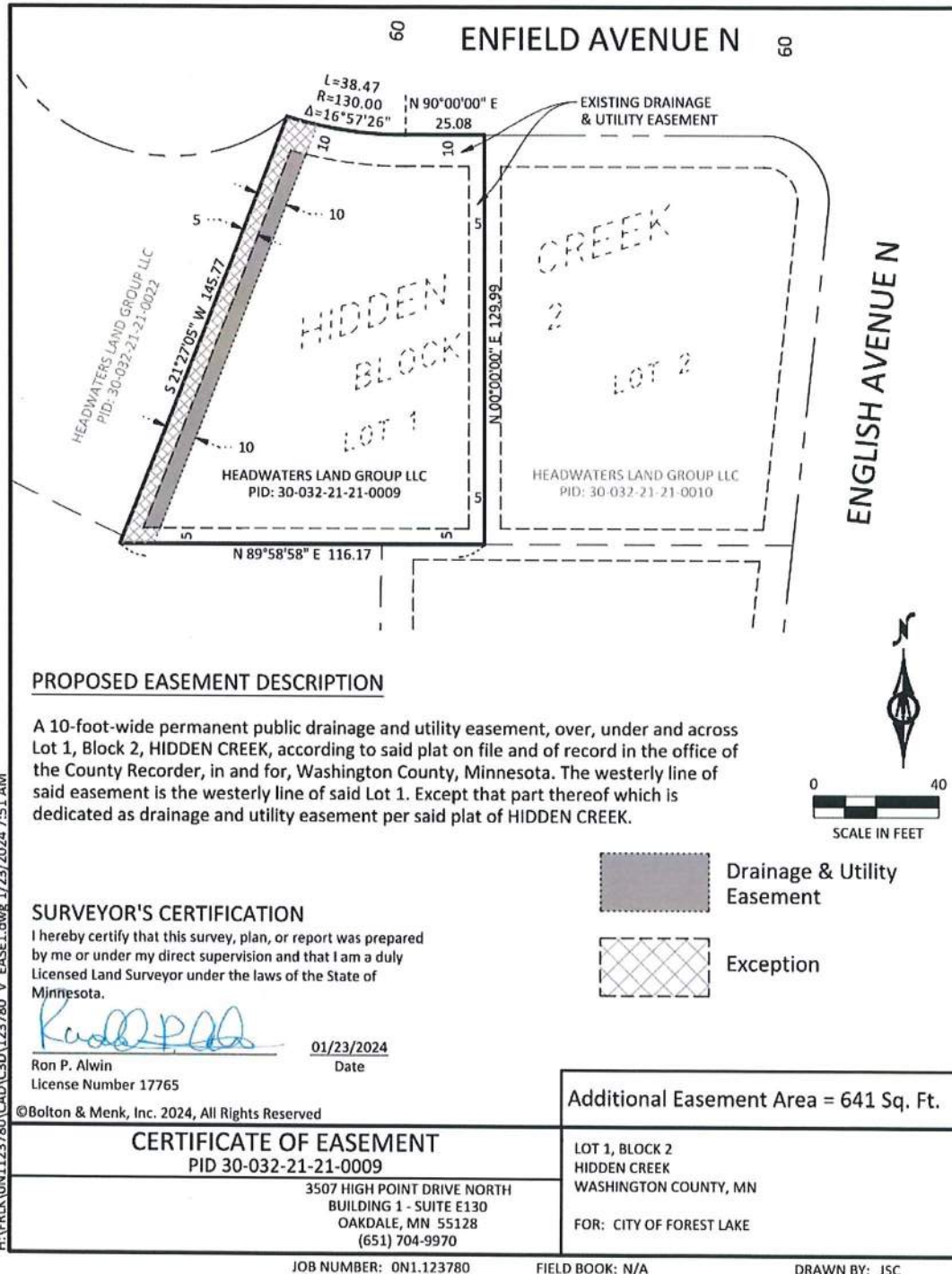
EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Lot 1, Block 2, HIDDEN CREEK, according to the plat thereof on file and of record in the office of the County Recorder, in and for, Washington County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT DRAINAGE AND
UTILITY EASEMENT AREA

A 10-foot-wide permanent public drainage and utility easement, over, under and across Lot 1, Block 2, HIDDEN CREEK, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County, Minnesota. The westerly line of said easement is the westerly line of said Lot 1. Except that part thereof which is dedicated as drainage and utility easement per said plat of HIDDEN CREEK.

EXHIBIT C
DEPICTION OF PERMANENT DRAINAGE AND
UTILITY EASEMENT AREA



PERMANENT DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT AGREEMENT ("Easement") is made, granted and conveyed this _____ day of _____, 2024, by and between Capstone Homes, Inc ("Landowner") and the City of Forest Lake, a Minnesota municipal corporation ("City").

PROPERTY DESCRIPTION

Landowner owns real property in Washington County, Minnesota, legally described on Exhibit A, ("Landowner's Property"), attached hereto and incorporated herein by reference.

PERMANENT EASEMENT DESCRIPTION

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever the following:

A permanent easement to construct, access, maintain and repair drainage and utility facilities ("Permanent Easement") under, over, across, through and upon that real property legally described as the Drainage and Utility Easement on Exhibit B and likewise depicted on Exhibit C ("Permanent Easement Area"), attached hereto and incorporated herein by reference.

The rights of the City include the right of City, its contractors, agents and servants:

- (a) To enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of the Permanent Easement; and
- (b) To maintain the Permanent Easement Area, together with the right to excavate and refill ditches or trenches for the location of such drainage and utility, curb, gutter, retaining walls, or other street project improvements; and
- (c) To remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and

maintenance of the Permanent Easement and to deposit earthen material in and upon the Permanent Easement Area; and

- (d) To remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate; and

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and/or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and/or contaminants which may have existed on, or which relate to the Permanent Easement Area or Landowner's Property, prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of Landowner's Property legally described on Exhibit A, and the Permanent Easement Area legally described on Exhibit B and depicted on Exhibit C, and have good right to grant and convey the Permanent Easement herein to the City.

This agreement is binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

This agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXEMPT FROM STATE DEED TAX

[The remainder of this page has been intentionally left blank.]

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first written.

LANDOWNER:
CAPSTONE HOMES, INC

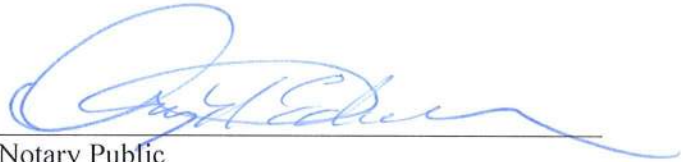


Benjamin D. Minks, Chief Manager

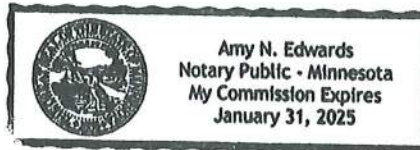
STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON)

ss.

The foregoing instrument was acknowledged before me on 30 day of January, 2024, by Benjamin D. Minks, who being by me duly sworn, did say that they are the Chief Manager of Capstone Homes, Inc., the corporation named in the foregoing instrument and the owner of the parcel identified in Exhibit A, and that said instrument was signed on behalf of said corporation by authority of its Chief Manager, and said Chief Manager acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



CITY:
CITY OF FOREST LAKE

Mara Bain, Mayor

Kristina Handt, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF WASHINGTON) ss.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Mara Bain and Kristina Handt, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Forest Lake, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This Instrument Was Drafted By
And After Recording Return To:

LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831

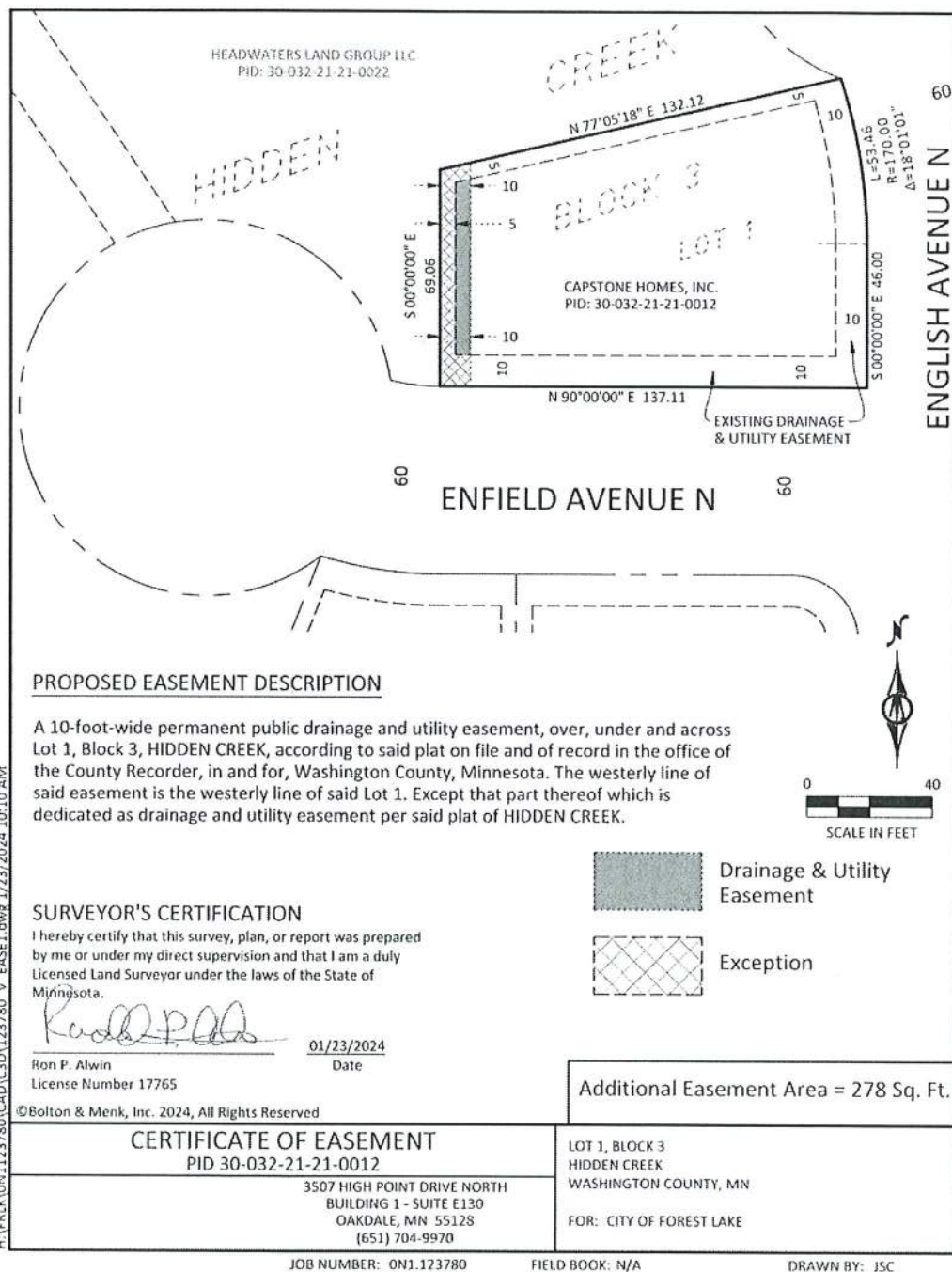
EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Lot 1, Block 3, HIDDEN CREEK, according to the plat thereof on file and of record in the office of the County Recorder, in and for, Washington County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT DRAINAGE AND
UTILITY EASEMENT AREA

A 10-foot-wide permanent public drainage and utility easement, over, under and across Lot 1, Block 3, HIDDEN CREEK, according to said plat on file and of record in the office of the County Recorder, in and for, Washington County, Minnesota. The westerly line of said easement is the westerly line of said Lot 1. Except that part thereof which is dedicated as drainage and utility easement per said plat of HIDDEN CREEK.

EXHIBIT C
DEPICTION OF PERMANENT DRAINAGE AND
UTILITY EASEMENT AREA



Date: February 12, 2024

To: Honorable Mayor & City Council Members

From: Richard R. Peterson, Chief of Police

Re: Declaring Surplus Equipment and Property

The Forest Lake Police Department is requesting the following vehicle be declared surplus.

Squad # 2016
2020 Ford Explorer
MN LIC EHC927
VIN (Last Four Digits 5490)

The equipment or property listed above is declared surplus and is authorized to be sold, donated, or otherwise disposed of pursuant to the provisions of Minnesota Statutes, Sections 471.345, 412.211, and 471.64.

This patrol vehicle has been in service since 2020, but has received extensive maintenance and repairs over the past three years and has been out of service more often than it has been in-service.

In speaking with Ford representatives at Tenvoorde Ford (St. Cloud, MN) regarding the on-going maintenance required to keep this vehicle in service, Ford has decided to take this vehicle back as a “trade-in” and will replace it with a new 2024 Ford Explorer. The “trade-in” value for the vehicle is estimated at \$20,000.00 - \$25,000.00 and we would be receiving a credit on the new patrol vehicle purchase to replace it. The new patrol vehicle purchase has been approved in the 2024 CIP Budget as one of three police vehicles that will be purchased in 2024.

Staff Recommendation:

If Removed From Consent:

“Motion to approve Squad #2016, 2020 Ford Explorer, and VIN 5490 as surplus pursuant to the provisions of Minnesota Statutes, Sections 471.345, 412.211, and 471.64.”

**CITY OF FOREST LAKE
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 02-12-24-02

RESOLUTION ACCEPTING DONATION

WHEREAS, Morrie;s Forest Lake Chevrolet has submitted a donation to the City of Forest Lake Fire Department in the amount of \$500.00; and,

WHEREAS, Morrie;s Forest Lake Chevrolet made this donation for the purpose of purchasing fire suppression equipment; and,

WHEREAS, the Forest Lake City Council is appreciative of the donation and finds that it is appropriate to accept the donation offered.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Forest Lake, Minnesota, that:

1. The donation is accepted and acknowledged with gratitude; and
2. The donation will be appropriated for the City of Forest Lake as designated; and,
3. The Finance Director is authorized to make the appropriate budget adjustment to account for the donation and related expenses.

Adopted by the City Council of the City of Forest Lake this 12th day of February, 2024.

Mara Bain, Mayor

Attest:

Kristina Handt, City Clerk

**CITY OF FOREST LAKE
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 02-12-24-03

RESOLUTION ACCEPTING DONATIONS

WHEREAS, Multiple businesses and individuals made donations to the City of Forest in the summarized below; and,

Business/Individual	Amount
A1A Auto Service	\$ 500
Forest Lake Lions Club	\$ 500
Fred's Minnesota Wholesale Tire	\$ 500
Gaughan Companies	\$ 500
Jason & Mara Bain Family	\$ 500
Jesse Johnson - State Farm Agent	\$ 500
Johnson/Turner Legal	\$ 500
Lakes Floral, Gift & Garden	\$ 1,000
Leif & Chelsea Erickson	\$ 500
Olson's Sewer Service / Olson's Excavating Service	\$ 500
Robert's Family Funeral Home & Cremation Service	\$ 500
Rychley Tax & Financial Services	\$ 500
Security State Bank of Marine	\$ 500
The Pizza Pub	\$ 500
Twin Cities Dock & Lift	\$ 500

WHEREAS, the donations were made for the purpose holiday lighting for the bridge over Broadway Avenue,

WHEREAS, the Forest Lake City Council is appreciative of the donations and finds that it is appropriate to accept the donations offered.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Forest Lake, Minnesota, that:

1. The donations are accepted and acknowledged with gratitude; and
2. The donations will be appropriated for the City of Forest Lake as designated; and,
3. The Finance Director is authorized to make the appropriate budget adjustment to account for the donations and related expenses.

Resolution No. 02-12-24-03 Adopted by the City Council of the City of Forest Lake this 12th day of February, 2024.

Mara Bain, Mayor

Attest:

Kristina Handt, City Clerk

Parks and Recreation Division

*Staff Memo*

Date: February 6, 2024

To: Mayor, and Members of the City Council

From: Jamie Muscha, Park and Recreation Supervisor

Re: Forest Lake Rotary Winter Plunge – Event Updates

Attached: Resolution 01-22-24-03
Letter for City Council

Background

The Forest Lake Rotary will hold their annual Winter Plunge fundraising event on Saturday, February 17 from 12:00 – 3:00 pm at Lakeside Memorial Park. The City Council approved resolution 01-22-24-03 granting the Forest Lake Rotary access to Forest Lake First Lake for their event, which was subject to several conditions of approval. Of those conditions, the City's Emergency Manager has the exclusive authority to cancel the Event at any time, based on industry best practices for adverse site or weather conditions or any other public safety concerns. Due to the unseasonably warm weather, this has resulted in adverse site conditions and the City's Emergency Manager has cancelled the event organizer's access to Forest Lake First Lake for the 2024 Rotary Winter Plunge Event.

Staff are working with the event organizers on alternative plans to still hold the event on land, and a verbal update will be provided at the meeting.

The event organizers have submitted a letter to the City Council requesting consideration of waiving fees required to hold the event, which is one \$50.00 fee for an outdoor entertainment with tent permit that will be issued by the City.

Council Action: Should the Council be favorable to waiving the permit fee as requested by the Forest Lake Rotary, Council should motion to waive the outdoor entertainment with tent permit fee in the amount of \$50.00 for the 2024 Rotary Winter Plunge.

**CITY OF FOREST LAKE
WASHINGTON COUNTY, MINNESOTA**

RESOLUTION NO. 01-22-24-03

**A RESOLUTION GRANTING ACCESS TO FOREST LAKE FIRST LAKE FOR
THE 2024 ROTARY WINTER PLUNGE EVENT**

WHEREAS, the City of Forest Lake (“City”) recognizes the positive impact privately-sponsored public events provide to the residents and visitors through enjoyable social activities that have the potential to boost the local economy; and

WHEREAS, the City promotes the health, safety and welfare of all residents and recognizes the need to review proposed privately-sponsored events to prevent disturbances, nuisances, or potential risks to life, health and property, disruption to traffic or threatened damage to private or public property; and

WHEREAS, the City requires lake access approval and a permit for events to minimize the event’s negative impact upon the health, safety, welfare of the general public, and the related government services including but not limited to fire department, law enforcement, transportation systems, and utilities; and

WHEREAS, the City collects information regarding privately-sponsored public events through issuance of a City of Forest Lake Event Permit (“Event Permit”) application, that in turn is reviewed and approved by the City; and

WHEREAS, Angie Comstock representing Forest Lake Rotary (“Event Organizer”) desires to hold a public event to be called Rotary Winter Plunge to be held on Saturday, February 17, 2024 at/on Forest Lake First Lake (“Event”); and

WHEREAS, the Event Organizer has submitted required information to the City to hold the Event; and

WHEREAS, upon review of the Event Organizer’s submitted materials, the City has approved the Forest Lake First Lake access with the following conditions.

NOW, THEREFORE, BE IT RESOLVED by the City of Forest Lake, State of Minnesota, that the Forest Lake Rotary is granted access to Forest Lake First Lake, subject to the following conditions:

1. The Event shall not include any activities not identified on the Event Permit application and site plan. All permitted Event activities shall be in locations as identified on the submitted site plan.
2. Access to Forest Lake First Lake shall be permitted through the City’s public beach in Lakeside Memorial Park at the Event Organizer’s own risk.

3. Event Organizer is required to set up and clean up Event as identified in the Event Organizer's Event Permit. Clean up shall consist of any and all activities necessary to restore the Event site and its surroundings to a state of appearance prior to the Event.
4. Event Organizer shall be responsible for ensuring the Event site is safe for the public after the Event.
5. Within ten business days prior to the Event, the Event Organizer shall provide the City's Park and Recreation Supervisor with final event details including, but not be limited to, estimated participants and attendance, schedule of events, and any additional information not previously provided to the City.
6. Within seven calendar days prior to the Event, the Event Organizer shall submit to the City a Certificate of Insurance with the required insurance minimums as specified by the City and with the City listed as an additional insured.
7. Event Organizer shall coordinate with City Fire, Police, and Public Works personnel in an onsite meeting scheduled by the Event Organizer with the City's designated Emergency Manager at least 72 hours prior to the event and as needed to meet the City's requirements and conditions and any other governmental agency approvals as required.
8. Although the City will endeavor to provide at least a seven day notice, the City's Emergency Manager has the exclusive authority to cancel the Event at any time, based on industry best practices for adverse site or weather conditions or any other public safety concerns.

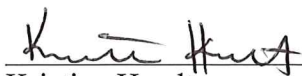
Adopted by the Forest Lake City Council on this 22nd day of January, 2024.

CITY OF FOREST LAKE



Mara Bain
Its: Mayor

Attest:



Kristina Handt
Its: Interim City Administrator



February 2nd, 2024

Dear Forest Lake City Council members:

The Rotary Club of Forest Lake is planning to have our annual Winter Plunge this year. The Winter Plunge is a fundraiser that allows participants to form teams to raise funds for their favorite non-profit entity by “plunging” into the lake. Our club is aware that many of our local non-profit organizations have suffered financially and it is vitally important to the Club that we support these organizations and assist with fundraising efforts through the Winter Plunge.

The Rotary Club of Forest Lake is a 501c4, which means we are exempt from federal and state taxes. In light of that, I would like to request that you consider waiving our permit fees for the event. By waiving permit fees, you enable our Club to give more back to the non-profits that participate in the Winter Plunge by lessening our expenses to put on the event. Thank you for your consideration in this matter.

We greatly appreciate the City staff and Council for all the assistance you have provided for this event, both in the past and this year with the uncooperative weather conditions. We are thankful and proud to work in such a great community.

Sincerely,

Angela Comstock

Executive Secretary/Director

Ph:612-860-9352

a.comstock3210@gmail.com

**Office of Engineering**

1408 Lake Street South
Forest Lake, MN 55025
www.ci.forest-lake.mn.us

January 29, 2024

Honorable Mayor and City Council
1408 Lake Street South
Forest Lake, MN 55025

RE: 2024 Local Street Improvement Project
Approval of Plans Specifications and Authorize Advertisement for Bids

Dear Mayor and Council:

We have completed the plans and specifications for the 2024 Local Street Improvement Project. Please see the attached Title Sheet for this year's project locations and sheet 6.03 showing the proposed closure of the access at Scandia Trl at Highway 97. Residents were asked for their input on the closure and three of the seven homes responded with one in favor of the closure and two wanting to keep it as it is. MnDOT is in favor of this closure as it fits with their plan to limit access points to Highway 97 in the future.

We request the Council approve the plans, specifications, and authorize advertisements for bids.

The anticipated project schedule is as follows:

Approve Plans & Specifications/Authorize Ad for Bid	February 5, 2024
Bid Opening	March 1, 2024
Consider Contract Award at City Council Meeting	March 4, 2024
Construction	May - September 2024

If you have any questions about the 2024 Local Street Improvement Project, please feel free to contact me before the council meeting at 612-597-7140.

Sincerely,

Ryan J. Goodman, P.E.
City Engineer
(612) 597-7140

Enclosure: Project Title Sheet, Highway 97 and Scandia Trl closure

The City of Forest Lake is dedicated to providing friendly and efficient city services that enhance the quality of life for those who visit, work and live in the community.

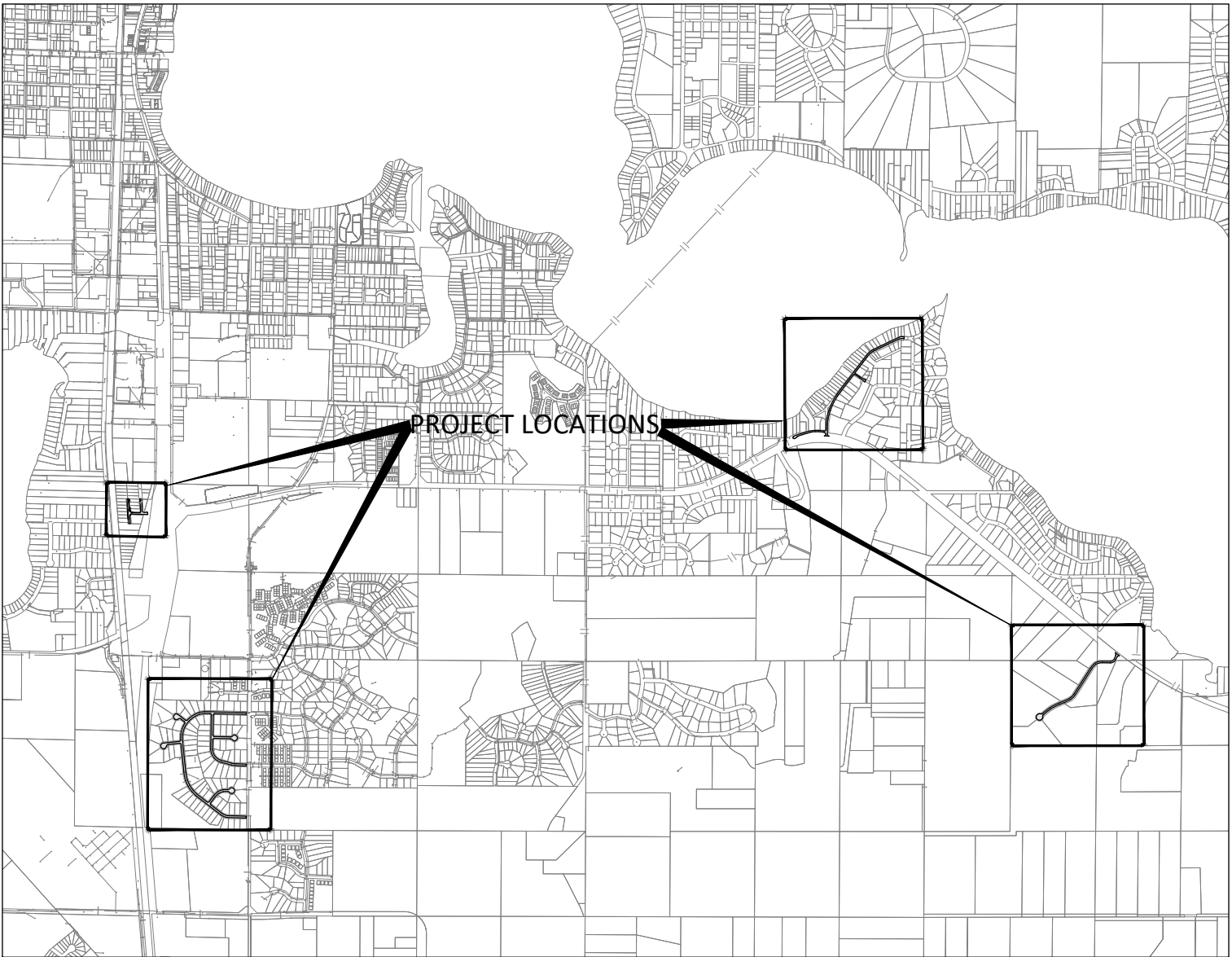
CITY OF FOREST LAKE, MN

CONSTRUCTION PLANS FOR

2024 STREET MAINTENANCE PROJECT

BITUMINOUS MILLING, SPOT CURB REPLACEMENT, BITUMINOUS PAVEMENT, STORM SEWER REPAIRS, RESTORATION
AND SIGNAGE

FEBRUARY 2024



SHEET NUMBER	SHEET TITLE
G0.01 - G0.02	TITLE SHEET, LEGEND
G2.01	RECLAIM HAULING
C0.01 - C0.06	REMOVALS
C1.01 - C1.05	TYPICAL SECTIONS, STORM SEWER SCHEDULE AND SIGNAGE TABLES, STANDARD DETAIL PLATES
C2.01 - C2.05	EROSION CONTROL AND RESTORATION PLAN
C4.01 - C4.03	SANITARY SEWER REPAIR PLAN
C5.01 - C5.05	STORM SEWER PLAN
C6.01 - C6.08	STREET PLAN
C7.01 - C7.06	SIGNING & STRIPING PLAN
C8.01 - C8.04	CROSS SECTIONS

THIS PLAN SET CONTAINS 45 SHEETS.

RESOURCE LIST

CITY OF FOREST LAKE

CITY HALL
1408 LAKE STREET SOUTH
FOREST LAKE, MN 55025

CITY ADMINISTRATOR - INTERIM:
KRISTINA HANDT

MAYOR: MARA BAIN

CITY COUNCIL MEMBERS:
SAM HUSNIK
HANNA VALENTO
LEIF ERICKSON
BLAKE ROBERTS

PUBLIC WORKS SUPERINTENDENT:
DAVE ADAMS

CITY ENGINEER:
RYAN J. GOODMAN, P.E.

MAP LEGEND

PROJECT LIMITS



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

Ryan J. Goodman
RYAN J. GOODMAN
46664
DATE 2/5/2024



3507 HIGH POINT DRIVE NORTH
BLDG. 1 SUITE E130
OAKDALE, MINNESOTA 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
CAQ	1	BID	2/5/2024
DRAWN			
CAQ			
CHECKED			
ICB			
CLIENT PROJ. NO.			
0N1.132399			

FOREST LAKE, MINNESOTA	SHEET
2024 STREET PAVEMENT MAINTENANCE PROJECT	G0.01
TITLE SHEET	

CONSTRUCTION
PER DETAIL B
ON SHEET C1.01

EXCAVATE MATERIAL TO CREATE A
DITCH ACROSS FORMER ENTRANCE

SALVAGE EXISTING RECLAIM FROM ENTRANCE
EXCAVATE 14" OF MATERIAL TO CREATE
TURNAROUND
PLACE SALVAGE RECLAIM AND SUPPLEMENT
WITH ADDITIONAL RECLAIM FROM SCANDIA TRL

SUPPLY AND ADJUST 1642-B CASTING
AND COVER PER STANDARD DETAIL STR-14

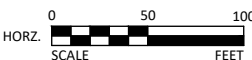
ADJUST SALVAGED CASTING
PER STANDARD DETAIL STR-14

SUPPLY AND ADJUST 1642-B CASTING
AND COVER PER STANDARD DETAIL STR-14

BITUMINOUS CURB PLACED
WITH INITIAL LAYER OF BITUMINOUS
21765 - 21840 IDEAL AVE

DRIVEWAY SURFACE LEGEND:

(B)	BITUMINOUS	(G)	GRAVEL - CLASS 5
(C)	CONCRETE	(GL)	GRAVEL - LIMESTONE
(P)	BRICK PAVERS	(GB)	GRAVEL - TRAP ROCK



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
Ryan J. Goodman
RYAN J. GOODMAN
LIC. NO. 46864 DATE 2/5/2024



3507 HIGH POINT DRIVE NORTH
BLDG. 1 SUITE E130
OAKDALE, MINNESOTA 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
CAQ	1	BID	2/5/2024
DRAWN	CAQ		
CHECKED	ICB		
CLIENT PROJ. NO.	0N1.132399		

FOREST LAKE, MINNESOTA
2024 STREET PAVEMENT MAINTENANCE PROJECT
STREET PLAN
IDEAL AVE

SHEET

C6.03

Date: February 12, 2024

To: Mayor Mara Bain and Councilmembers

Re: Ordinance No. 734 - 2024 Fee Schedule Discussion

At the City Council meeting on December 11, 2023, the Council adopted Ordinance No. 730 which repealed and replaced the 2024 fee schedule. The ordinance contained an error with Police Department fingerprinting, inadvertently increased the fee to \$50.00 when it was intended to increase (from \$25.00) to \$30.00. This has been changed in the enclosed ordinance.

Additionally, the City has nearly finalized online building permitting which has necessitated combining certain types of permits. This is because the new online software will not distinguish between residential and commercial for siding or roofing permits. Each of these types of permits will have a fee of \$110.

Lastly, additional clarification is needed surrounding park use and parkland dedication fees. For the former, greater clarification is needed for park facility use; fee schedule exempts the requirements for user fees when the user has entered into a use agreement with the City. Some language was proposed to be removed given it was ill-defined and other words have been added to provide greater definition. However, no fee changes are proposed in this Ordinance. For the latter, formatting changes are proposed to the text and the residential estimate is increased (back) to \$2,500 per unit to correct an error made in Ordinance 730.

COUNCIL ACTION

If the Council is favorable to the proposed fee schedule, the Council should ***move to approve Ordinance No. 730 - AN ORDINANCE REPEALING AND REPLACING CITY CODE CHAPTER 35, FEES AND SERVICE CHARGES***

**CITY OF FOREST LAKE
WASHINGTON COUNTY, MINNESOTA**

ORDINANCE NO. 734

**AN ORDINANCE REPEALING AND REPLACING CITY CODE CHAPTER 35, FEES AND
SERVICE CHARGES**

THE CITY COUNCIL OF THE CITY OF FOREST LAKE ORDAINS AS FOLLOWS:

Section 1. Repeal and Replace. Title III, Administration, Chapter 35, Fees and Service Charges, of the Forest Lake City Code is hereby repealed and replaced as follows:

ADMINISTRATION AND FINANCE	
Assessment Search	\$25.00/each
Flash Drive/Copy of Public Meetings	\$10.00/each
Fax (send or receive)	\$1.00/page
Non-Sufficient Funds Check Fee	\$30.00
Notary Fee	\$1.00/document
Photocopies	\$0.25/page-100 or fewer pages, black/white, legal/letter sized paper copes. For: • 101 or more pages • All other copy sizes • Electronic Data Costs shall be actual city costs, including staff time to search and retrieve data, and other costs allowed under Minn. Stat. Chap. 13
City Code	\$25.00/flash drive
Room Rentals**	
City Center	**Government agencies and local non-profits excluded \$50.00/hr (three-hour minimum required) \$75.00/hr (three-hour minimum required) \$150.00 per rental
Residents	
Non-Residents	
Refundable deposit	\$150.00 per rental
Forest Lake Senior Center	
Membership	
Full Year	\$20.00
Half Year (July 1 and Later)	\$10.00
Room Rentals	
Residents	\$50.00/hr (3-hour minimum)
Non-Residents	\$75.00/hr (3-hour minimum)
Refundable Deposit	\$150.00/rental
Licenses and Permits	
Adult Oriented Business	\$50.00 annual
Background Check	\$25.00/background
Billboard	\$50.00/new billboard
Carnival/Circus	\$100.00/event
Gambling License	\$50.00/application, no fee with proof of non-profit status
Gambling Premises License	\$100.00/for background check for each location
Garbage/Rubbish Hauler	\$50.00/annual

Massage Therapist	\$50.00/annual
Massage Location	\$50.00/annual
Outdoor Entertainment	\$50.00/event
Pawnbroker	\$100.00/annual, \$1.00 billable transaction, bond
Peddler	\$200.00/seven day week
Group Peddler	\$200.00
Transient Merchant	\$200.00/seven day week
Solicitor	No charge
Tobacco	\$250.00/annual
Liquor	
Off Sale	\$200.00/annual
On Sale	\$3,000.00/annual
3.2% Beer On Sale	\$200.00/annual
3.2% Beer Off Sale	\$200.00/annual
Club	\$300.00/annual
Wine	\$500.00/annual
Wine with Strong Beer Authorization	\$700.00/annual (wine & 3.2% on sale combination)
Investigation of In-State Applicants	\$500.00
Investigation of Out-of-State Applicants	Billed to Applicant, not to exceed \$10,000.00
Set Up	\$100.00/annual
Brewer Taproom On Sale	\$500.00/annual
Brewpub Off Sale	\$200.00/annual
Brewpub On Sale	\$200.00/annual
Brewery Off Sale	\$200.00/annual
Microdistillery Cocktail Room	\$700.00/annual
Microdistillery Off Sale	\$200.00/annual
Sunday On Sale	\$200.00/annual
Culinary Class	\$100.00/annual

ADMINISTRATIVE CITATIONS

Violation Description	City Code Section	Penalty Amount
Abandoned Vehicles		\$200
Animal – Wild or Dangerous		\$200
Animal – General Violations (including chickens and domestic farm animals)		\$50
Building Code Violations		\$100
Building Maintenance and Appearance, Residential (including Graffiti)		\$50
Building Maintenance and Appearance, Commercial (including Graffiti)		\$100
Excessive Intrusion Alarm (3-6) in a 12-month period		\$100
Excessive Intrusion Alarm (6+) in a 12-month period		\$200
Excessive Fire or Emergency Alarm (3-6) in 12-month period		\$100
Excessive Fire or Emergency Alarm (6+) in a 12-month period		\$200
Failure to obtain a license, registration, or permit		\$250
Fence Regulations		\$50
Fire Code/Prevention Violations		\$100
Garbage & Rubbish		\$50

Grass or Weed Mowing		\$50
Public nuisance, general (including noise)		\$100
Public Nuisances Affecting Health, including hazardous waste (except as otherwise noted)		\$250
Sidewalk or ROW Snow and Ice Removal		\$50
Sign Regulation Violations		\$50
Public Property or ROW Obstructions		\$200
Stormwater Violations		\$200
Unsheltered Storage		\$100
Utility (Water and Sewer) Violations		\$100
Watering restriction violations		\$50
Repeat Violations within 12 months (except parking violations)	Double the amount of scheduled fine for the previous violation, up to a maximum of \$2,000	
Appeals		\$250

AIRPORT

Hangar E	\$125.00/month
Hangar Lease Transfer	\$200.00/transaction
Non-Commercial Leased Land	\$0.114/sq. ft./year
Commercial Use Leased Land	\$0.172/sq. ft./year
Tie Downs	
Monthly	\$45.00/month
Daily	\$2.00/day

BUILDING CONSTRUCTION INSPECTIONS

Valuation Based Permit Fee Schedule	See EXHIBIT A for fees
Plan Review Fee	See EXHIBIT A for fees
Renewal Fee	See EXHIBIT A for fees
Refunds	See EXHIBIT A for fees
Investigation Fee (Work without a permit)	See EXHIBIT A for fees
Fixed Fee Schedule for One and Two Family Dwellings	
Attic Insulation	\$50.00
Drain Tile	\$75.00
Fence (over seven (7) feet)	\$110.00
Siding, Residential Single family	\$110.00
Siding, Residential Multi family	\$60.00/unit
Roofing, Residential Single family	\$110.00
Roofing, Residential Multi family	\$60.00/unit
Swimming Pool, Above Ground	\$110.00
Swimming Pool, Below Ground	\$165.00
Window and/or Door Replacement	\$55.00/window-door, \$110.00 Maximum
Demolition Permit	
Base Fee: Parcels not connected to City utilities	\$25.00
Base Fee: Parcels connected to City utilities	\$50.00
Escrow Fee	\$1.00/ sq. ft. along with signed Demolition Assessment Agreement OR Escrow of 125% of the demolition costs
Manufactured Home Permit Fee (manufactured home park)	
New installation or replacement (valuation based fee scheduled to be applied for manufactured homes)	\$100.00

installations outside of parks)	
Moving Permit Fee	
Moving a building within or into the City	\$55.00
Salon Compliance Inspection	
Building code compliance inspection when required for license requirements	\$55.00
Building Service Equipment Fees	
Plumbing – Residential*	\$55.00 plus \$9.00/fixture
Plumbing – Commercial*	\$85.00 plus 2% of estimated job cost
Mechanical – Residential*	\$25.00/piece of equipment (\$55.00 minimum fee)
Mechanical – Commercial*	\$75.00 plus 2% of estimated job cost
<i>*A state surcharge of one-half mill (.0005) of the fee or \$1.00 (whichever is greater) is charged on all fixed fee permits as set by the State of Minnesota.</i>	
Inspection Fees	
Inspections outside normal business hours	\$80.00/hour, two (2) hour minimum
Re-inspections	\$55.00/hour, one (1) hour minimum
Licenses	
Excavator License	\$50.00/annual
ACH/E Check	\$1.95
Debit or Credit Card Processing Fee	3% with a minimum of \$2.95

ECONOMIC DEVELOPMENT

	Fee	Escrow
Public Financial Assistance Application	\$1,000	\$15,000

FIRE INSPECTIONS

Valuation Based Permit Fee Schedule	See EXHIBIT A
Plan Review Fee	See EXHIBIT A
Renewal Fee	See EXHIBIT A
Refunds	See EXHIBIT A
Investigation Fee (Work without a permit)	See EXHIBIT A
Fire Code Inspection	
Initial Inspection and Follow Up Inspection	No charge
All Subsequent Re-inspections	\$50.00/hour (one (1) hour minimum)
After Hours Inspections	\$80.00/hour (two (2) hour minimum)
Inspections Without Assigned Fee	\$50.00/hour (one (1) hour minimum)
Daycare Inspection	\$50.00/inspection
Permit Re-inspection (upon request revoked permit holder)	\$55.00/hour (one (1) hour minimum)
Fire Suppression and Fire Alarm Permit (valuation based)	See EXHIBIT A
Construction Permits Required in MNFC Section 105.7	See EXHIBIT A
Required Operational Permits	
Open Burning Permit	No charge
Fireworks/Pyrotechnic Display	\$250.00/event
Retail Sale of Fireworks	\$250.00/application
Temporary Tent or Canopy (as defined by State Fire Code) < 400 sq. ft.	No Permit/No Fee Required

> 400 sq. ft. but < 700 sq. feet with no enclosures on any side	No Permit/No Fee Required
> 400 sq. ft. but < 700 sq. ft. enclosed on any one or more sides	\$50.00
>700 sq. ft. but =< 2,500 sq. ft.	\$50.00
> 2,501 sq. ft. but =< 5,000 sq. ft.	\$75.00
> 5,001 sq. ft.	\$100.00
Each additional tent or canopy beyond initial (5)	\$25.00
Hazardous Material (storage tank)	\$150.00/tank
Permits Required in IFC Section 105.6	\$100.00/application

PARK AND RECREATION

	Frequency	Resident	Non-Resident
Park Facility Rentals			
Lakeside Memorial Park Gazebo	Half Day (Under 4 Hrs.)	\$80.00	\$110.00
	Full Day (Over 4 Hrs.)	\$120.00	\$150.00
Lakeside Memorial Park Shelters	2 Hour Rental Minimum	\$35.00	\$50.00
	Per Additional Hour	\$10.00	\$15.00
Other Park Picnic Shelters	2 Hour Rental Minimum	\$25.00	\$40.00
	Per Additional Hour	\$10.00	\$15.00
Athletic Fields-Facilities – Includes reserved field use; field chalking or painting additional. Athletic field use fees shall not apply when the user group has entered into a use agreement with the City of Forest Lake.			
Beltz Park	3 Hour Minimum	\$25.00	\$40.00
Schilling Park	3 Hour Minimum per Field	\$25.00	\$40.00
Kulenkamp Park	3 Hour Minimum per Field	\$45.00	\$60.00
Fenway – Softball Fields 1-4	3 Hour Minimum Per Field	\$45.00	\$60.00
Fenway – Softball Fields 5	3 Hour Minimum per Field	\$55.00	\$70.00
	Additional Hour/Field	\$15.00	\$20.00
Outdoor Hockey Rink	Per Rink/Per Hour	\$15.00	\$20.00
Tennis and Pickleball Courts	Per Court/Per Hour	\$10.00	\$15.00
Club Tournaments & Sports Camps – School District Boundary (13 Communities)			
Tournament Gate Fee	Per Team/Per Tournament	\$50.00	\$75.00
Youth Sports Camps	Per Field/Per Day	\$25.00	\$50.00
Outdoor Ice Rinks & Courts			
Outdoor Hockey Rink	Per Rink/Per Hour	\$15.00	\$20.00
Tennis and Pickleball Courts	Per Court/Per Hour	\$10.00	\$15.00
Community Garden Rental			
30 x 30 Plot	Per Plot/ Per Season	\$35.00	\$45.00
Events – Park Facility Rental			
Park Event Permit	Per Event/Per Day	\$150.00	\$200.00
Damage Deposit	Per Event	\$150.00	\$150.00
Events – Arts in the Park Vendor			
	Full Season	Single Night	
Food Trucks	\$450.00	\$50.00	
Commercial Products	\$125.00	\$30.00	
Handmade Products	\$100.00	\$20.00	
Farmer's Market	\$100.00	\$20.00	
Non-Profit	\$0.00	\$0.00	

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PLANNING AND ZONING DEPARTMENT		
Land Use Applications		
	Fee	Escrow Deposit
Appeal	\$250.00	\$250.00
Comprehensive Plan Amendment	\$4,000.00	\$2,500.00
Conditional Use Permit (includes Site Plan Review)	\$1,000.00	\$500.00
Conditional Use Permit Amendment	\$500.00	\$500.00
Encroachment Agreement	\$1,000.00	
Environmental Assessment Worksheet		\$10,000.00
Interim Use Permit	\$1,000.00	\$500.00
Planned Unit Development		
Concept Plan	\$500.00	\$500.00
Preliminary Plan	\$2,500.00	\$2,500.00
Plus Per Acreage Charge	\$20.00 per acre	
Final Plan	\$1,000.00	
PUD Amendment	\$1,000.00	\$1,000.00
Site Plan Review		
Site: Less Than One (1) Acre	\$500.00	\$500.00
Site: One (1) Acre or More	\$1,000.00	\$500.00
Site Plan Amendment	\$1,000.00	\$500.00
Subdivision		
Concept Plan	\$500.00	\$500.00
Preliminary Plat	\$2,500.00	\$2,500.00
Residential	Add \$10.00 per unit	
Commercial/Industrial	Add \$50.00 per unit	
Final Plat	\$1,000.00	
Minor Subdivision	\$500.00	\$1,000.00
Administrative – Lot Line Adjustment	\$250.00	\$250.00
Other Subdivision (waive of subdiv per State Statute)	\$250.00	\$250.00
Lot Combination	\$25.00	
Vacation		
ROW	\$500.00	\$500.00
Utility Easement	\$500.00	\$500.00
Variance		
Residential	\$250.00	\$250.00
Commercial	\$500.00	\$500.00
Zoning Map or Ordinance Text Amendment	\$1,000.00	\$1,000.00
Zoning Permits and Certificates of Compliance		
Certificate of Compliance: Chickens, Fence, Kennel, Shed, Etc.	\$50.00	
Certificate of Compliance: Seasonal Sales	\$250.00	
Driveway / Access Permit	\$50.00	
Grading Permit		
50-100 Cubic Yards	\$50.00	\$500.00
More Than 100 Yards	\$500.00	\$500.00
Signs		
Sign Installer License	\$50.00	
Permit for Valuation Exceeding \$2,000.00	See EXHIBIT A	
Permit for Valuation Under \$2,000.00	\$50.00	
Temporary Banner Permit	\$50.00	

Zoning Letter	\$100.00
Copies	
Documents	
Comprehensive Plan	\$25.00/flash drive
Zoning Ordinance	\$25.00/flash drive
Other Studies and Ordinances	\$25.00/flash drive
Misc. Fees	
Development Fees	See EXHIBIT B
Recording Fee (Washington County)	As per Washington County fee rate
Single Family Landscape Escrow (pd w/bldg permit)	\$1,000.00 per unit
Single Family Erosion Control Escrow (pd w/bldg permit)	\$1,000.00 per unit
Tree Mitigation Fee	\$200.00 per caliper inch
City Staff and Consulting Billing	
For applications which include excessive staff time, services performed by City personnel will be billed at two –and one-half (2.5) the actual payroll hourly rate. Services provided by City consultants will be billed at the current consultant rates.	
ACH/E Check	\$1.95
Debit or Credit Card Processing Fee	3% with a minimum of \$2.95

POLICE

Recording on USB	\$10.00	
Photos on USB	\$10.00	
Photos (hard copy)	\$0.25 per page	
Body Worn Camera Video on DVD or USB drive	\$25.00 pre-payment + staff costs	
911 Transcriptions	\$25.00 pre-payment + \$0.25 per page or USB drive cost	
Police Reports	\$0.25 per page	
City Staff and Consulting Billing		
Services provided by City consultants will be billed at the current consultant rates. All recording fees will be billed at the current rate. Costs for providing data in response to a request under Minn. Stat. Cha. 13 shall be those allowed by state statute and as shown under the Administration and Finance Departments section of this fee schedule.		
Services		
Background Check	\$25.00	
Finger Printing	\$30.50 .00	
Lock-out (opening a locked vehicle)	\$25.00	
Administrative Citation	City Code Section	Citation Fee
Allowing Curfew/Adult	130.05	\$100.00
Animal Waste	99.17	\$20.00
Illegal All-Terrain Vehicle Operation	71.06	\$60.00
Illegal Snow-Mobile Operation	71.04	\$60.00
Illegal U-Turn	71.02	\$60.00
Parking		
Municipal Lot		
10,000 lb. Gross Weight Vehicle	72.01(B)	\$35.00
Overnight (2:00-6:00 am)	72.01(A)	\$35.00
On-Street		
1-Ton	72.02(2)(a)	\$35.00
All-Terrain	72.02(2)(a)	\$35.00
Emergency (Public Works and Snow)	72.02(A)(1)(b)	\$35.00
Overnight, Seasonal (Nov. 1- April 15)	72.02(A)(1)(a)	\$35.00

Greater than 24 Hours	72.02(A)(1)(b)	\$35.00
Public Consumption of Alcohol	119.05	\$100.00
Public Parks		
Alcohol Possession/Consumption	90.14	\$100.00
Domestic Animals	90.10	\$50.00
Erecting Structures	90.03	\$50.00
Littering	90.04	\$50.00
Motorized Vehicle Traffic	90.05	\$60.00
Use Hours	90.06	\$60.00
Slow-No Wake (Forest Lake Bay)	71.03	\$60.00
Unreasonable acceleration	71.01	\$60.00

PUBLIC WORKS

Right-of-Way Permit

Major Excavation Permit	\$300.00 plus \$2,500.00 cash escrow
Minor Excavation Permit	\$100.00 per permit / \$500.00 annual permit
Small Wireless Facility	\$100.00

Equipment: Per Hour Charge (does not include operator)

Fees are in Accordance with Current FEMA Rates [Schedule of Equipment Rates | FEMA.gov](#)

Street Signs Vendor Price + 10%

Public Works Operator/Inspector \$56.50/hr.

Utilities

Meter Reconnection/Disconnection	\$50.00
Water Turn On/Off	\$50.00
Water Shutoff Locating (no fee if turn on/off performed)	\$50.00
Water Emergency Turn On/Off	\$163.00
Water Meter Accuracy Check	\$125.00 (Over 1 inch = consulting fee + 25%)
Water Meter Installation	\$50.00 (Over 1 inch plumber installed)
Water & Sewer Inspection (Residential)	\$50.00
Storm Water Utility	See EXHIBIT C
Water User Fee	See EXHIBIT C
Sewer User Fee	See EXHIBIT C
Metropolitan Council SAC Fee	See EXHIBIT B
Street Opening Excavator's License	\$50.00 annual
Street Opening	\$50.00
Street Opening Deposit	\$3,500.00
Meters	See EXHIBIT D
Horns	See EXHIBIT D
Hydrant Meter Deposit, 2-1/2 Inch Meter Rental Deposit (Refundable)	\$2,500.00
Hydrant Meter Deposit, 3/4 Inch Meter Rental Deposit (Refundable)	\$300.00
Hydrant Wrench, Rental Deposit (Refundable)	\$30.00
Hydrant Water Rental & Usage Fee, 2 1-2 inch and ¾ inch Meter Rental Usage per 1,000 Gallons	\$114.00 (includes use of meter and 5,000 gallons of water)
Usage per 1,000 Gallons	\$4.00
Fill Station	\$3.00/1,000 gallons
Sewer/Water Capping/On Site Septic Abandonment/Well Sealing	\$500.00 escrow
Late Payment Charge	3%

Non-Compliant Sump Pump Charge	\$100.00/month
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All Prices are subject to change as they are based on manufacturer's and vendor's costs PLUS sales tax.

EXHIBIT A

BUILDING CONSTRUCTION AND FIRE INSPECTION FEES

VALUATION BASED PERMIT FEE

Permit fee to be based on job cost valuation or a fixed fee as stated in this schedule. The determination of value or valuation shall be made by the building and/or fire official. The value to be used in computing the permit and plan review fees shall be the total of all work for which the permit is issued. For building permitting, this shall include all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

TOTAL VALUATION	FEE
\$1.00 - \$500.00	\$25.00
\$501.00 - \$2,000.00	\$25.00 for the first \$500.00 plus \$3.35 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 - \$25,000.00	\$73.75 for the first \$2,000.00 plus \$14.75 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 - \$50,000.00	\$413.00 for the first \$25,000.00 plus \$10.75 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 - \$100,000.00	\$681.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,056.75 for the first \$100,000.00 plus \$6.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,456.75 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001 and up	\$5,956.75 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof

Note: A state surcharge is added to all valuation based fees equaling the following:

- 1) If the valuation of the structure, addition, or alteration is \$1,000,000.00 or less, the surcharge is equivalent to one-half mill (.0005) of the valuation of the structure, addition or alteration
- 2) If the valuation is greater than \$1,000,000.00, the surcharge is \$500.00 plus two-fifths mill (.0004) of the value between \$1,000,000.00 and \$2,000,000.00
- 3) If the valuation is greater than \$2,000,000.00, the surcharge is \$900.00 plus three-tenths mill (.0003) of the value between \$2,000,000.00 and \$3,000,000.00
- 4) If the valuation is greater than \$3,000,000.00, the surcharge is \$1,200.00 plus one-fifth mill (.0002) of the value between \$3,000,000.00 and \$4,000,000.00
- 5) If the valuation is greater than \$4,000,000.00, the surcharge is \$1,400.00 plus one-tenth mill (.0001) of the value between \$4,000,000.00 and \$5,000,000.00
- 6) If the valuation exceeds \$5,000,000.00, the surcharge is \$1,500.00 plus one-twentieth mill (.00005) of the value that exceeds \$5,000,000.00

PLAN REVIEW FEE

When a building permit is required and a plan is required to be submitted, a plan review fee shall be paid. Plan review fees shall be 65% of the permit fee. The fee for similar plans shall be 25% of the normal building permit fee as defined in MSBS, Section 1300.

The plan review fees specified are separate fees from the permit fees specified and are in addition to the permit fee. Plan review fees will be charged for any plan review even if a permit is not issued.

When submittal documents are incomplete or change so as to require additional plan review, or when the project involves deferred submittal items, an additional plan review fee shall be charged at the rate contained herein.

Applications for which no permit is issued within 180 days following the date of application shall expire by limitation; plans and other documentation submitted for review may thereafter be returned to the applicant or destroyed by the building and/or fire official. The building and/or fire official may extend the time for action by the applicant for a period of 180 days upon request of the applicant with evidence that circumstances beyond the applicant's control have prevented required action. No application shall be extended more than once. In order to review action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

RENEWAL FEE

Permits renewed within six (6) months after a permit has expired shall be charged a permit renewal fee of \$55.00.

Permits not renewed within six (6) months after a permit has expired and work remains incomplete shall be charged as required for a new permit.

REFUNDS

The building and/or fire official may authorize refunding any fee paid under this schedule that was erroneously paid or collected.

The building and/or fire official may authorize refunding not more than 80% of the permit fee paid when no work has been done under an issued permit.

The building and/or fire official shall not authorize refunding of the plan review fee when an application for a permit is withdrawn or cancelled after a plan review has been completed.

The building/fire official shall not authorize refunding any fee paid except on written application filed by the original permittee not later than 180 days after the date of the fee payment.

INVESTIGATION FEE

Whenever any work for which a city permit is required has commenced without first obtaining a permit, a special investigation shall be made before a permit will be issued. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this schedule. The payment for such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

EXHIBIT B
FEES FOR DEVELOPMENT PROJECTS

TYPE OF PROJECT	FEES
Project Design Letter of Credit	18-22% of construction costs (determined by City Engineer)
Public Improvement Costs Letter of Credit	125% of construction costs
Private Improvement Costs Letter of Credit	125% of construction costs
Sealcoat Fee	\$0.30 per square foot of public road
Water System Area Charges	\$5,000.00 per acre (pay at time of signing Development Agreement)
Sanitary Sewer Area Charges	\$4,000.00 per acre (pay at time of signing Development Agreement)
Metropolitan Council SAC Fee	\$2,485.00 per SAC unit or as set by Metropolitan Council (pay at time of building permit)
City WAC Fee	\$4,500.00 per unit (pay at time of building permit)**
City Core Sewer Core Fee	\$3,600.00 per unit (pay at time of building permit)*
City STAC Fee	
Residential	\$3,600.00 per unit (pay at time of building permit)*
Multi-Family	\$500.00 per unit (pay at time of building permit)*
Commercial / Industrial	\$4,500.00 per acre (pay at time of signing Development Agreement)
Parkland Dedication Fee	<i>Estimate Guidelines; See City Code §152.090 for information on the individualized Assessment.</i>
Residential Zoned Property	\$2,500.00 per residential unit
Non-Residential Zoned Property	\$7,000.00 per acre
Mixed-Use Property	Fees shall generally follow the amounts listed above and shall be based on the amount of land designated to residential uses and the amount of the land designated to non-residential uses.

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Note: Other fees or costs may be required as part of the Development Agreement for special public improvement needs associated with project, such as existing street improvements, traffic signals, materials testing, drainage, etc.

All plans for public improvement projects, including private street projects with public utilities, may be prepared by a qualified engineer as stipulated by a Zoning Code amendment adopted by the City. Construction is to be funded privately by the project developer. Financial guarantees in the form of a letter of credit for engineering and construction costs is to be posted with the City prior to the start of construction.

* City Sewer Core Fee and City STAC Fee units are determined in accordance with Metropolitan Council SAC Fee determination at a 1:1 ratio.

** City WAC Fee units are determined in accordance with Metropolitan Council SAC Fee determination at a 1:1 ratio for domestic water. City WAC Fee charges for Commercial / Industrial irrigation is determined based on meter size in the following chart:

<i>Meter Size – Inches</i>	<i>Equivalent Units</i>
¾	1
1	2
1-1/2	4
2	16
3	18
4	32
6	72
8	128

WATER RATE SCHEDULES

2025 Water Rate Schedule (Effective January 1, 2025)										
Service Meter Size Inches	Minimum Units per Quarter	Cost per Unit	Fixed Charge Quarterly Bill	Water Above Units per Quarter	Fall/Winter Quarter Cost per Unit	Spring/Summer Quarter Cost per Unit	Water Above Units per Quarter	Fall/Winter Quarter Cost per Unit	Spring/Summer Quarter Cost per Unit	Meter Fee per Quarter
¾	5	\$8.31	\$41.55	5	\$5.91	\$6.50	15	\$6.19	\$8.48	\$3.31
1	10	\$8.01	\$80.10	10	\$5.91	\$6.50	30	\$6.19	\$8.48	\$3.75
1-1/2	22	\$8.01	\$176.22	22	\$5.91	\$6.50	66	\$6.19	\$8.48	\$4.05
2	40	\$8.01	\$320.40	40	\$5.91	\$6.50	120	\$6.19	\$8.48	\$4.51
3	90	\$8.01	\$720.90	90	\$5.91	\$6.50	270	\$6.19	\$8.48	\$4.80
4	160	\$8.01	\$1,281.60	160	\$5.91	\$6.50	480	\$6.19	\$8.48	\$5.25
6	320	\$8.01	\$2,563.20	320	\$5.91	\$6.50	960	\$6.19	\$8.48	\$5.25
Lead Testing: \$2.43 per quarter										

SEWER RATE SCHEDULES

2024 Sewer Rate Schedule (Effective January 1, 2024)

Meter Size Inches	Minimum Units* per Quarter	Cost per Unit*	Minimum Quarterly Bill	Sewer Above Units*	Cost per Unit Above Minimum
¾ inch	5	\$15.65	\$78.25	5	\$8.15
Maximum charge for ¾ inch residential per quarter					\$129.15
1 inch & Larger	5	\$15.65	\$78.25	5	\$8.15
Sewer Flat Rate per Quarter			\$129.15		
*Units are per 1,000 gallons					
Sewer charge for ¾ inch based on winter quarter water use on residential accounts					
Sewer flat rate charge for unmetered residential or other accounts shall be the established flat rate per quarter multiplied by the number of SAC units					

2025 Sewer Rate Schedule (Effective January 1, 2025)					
Meter Size Inches	Minimum Units* per Quarter	Cost per Unit*	Minimum Quarterly Bill	Sewer Above Units*	Cost per Unit Above Minimum
¾ inch	5	\$16.12	\$80.60	5	\$8.39
Maximum charge for ¾ inch residential per quarter					\$133.02
1 inch & Larger	5	\$16.12	\$80.60	5	\$8.39
Sewer Flat Rate per Quarter			\$133.02		
*Units are per 1,000 gallons					
Sewer charge for ¾ inch based on winter quarter water use on residential accounts					
Sewer flat rate charge for unmetered residential or other accounts shall be the established flat rate per quarter multiplied by the number of SAC units					

2026 Sewer Rate Schedule (Effective January 1, 2026)					
Meter Size Inches	Minimum Units* per Quarter	Cost per Unit*	Minimum Quarterly Bill	Sewer Above Units*	Cost per Unit Above Minimum
¾ inch	5	\$16.60	\$83.00	5	\$8.64
Maximum charge for ¾ inch residential per quarter					\$137.01
1 inch & Larger	5	\$16.60	\$83.00	5	\$8.64
Sewer Flat Rate per Quarter			\$137.01		
*Units are per 1,000 gallons					
Sewer charge for ¾ inch based on winter quarter water use on residential accounts					
Sewer flat rate charge for unmetered residential or other accounts shall be the established flat rate per quarter multiplied by the number of SAC units					

STORM WATER UTILITY SCHEDULE

2024 Surface Water Rate Schedule (Effective January 1, 2024)	
Storm Water Utility (Residential)	\$57.00 per REF/year; billed annually

Storm Water Utility (Commercial) (individual charges are based on the number of REFs assigned to a particular parcel)	\$14.25 per REF/quarter; billed quarterly or annually (Plus additional variable factors)
"Residential Equivalency Factor" (REF), is the basic unit for the fee structure. One REF represents the runoff volume generated by a typical single family residence. The utility assigns REFs to other properties based on their size and percentage of impervious surface. Since the volume of runoff varies according to rainfall amounts, the creation of the stormwater utility rate schedule is based on a design storm defined as the 10-year, 24-hour, 4.2-inch storm event.	

2025 Surface Water Rate Schedule (Effective January 1, 2025)	
Storm Water Utility (Residential)	\$60.00 per REF/year; billed annually
Storm Water Utility (Commercial) (individual charges are based on the number of REFs assigned to a particular parcel)	\$15.00 per REF/quarter; billed quarterly or annually (Plus additional variable factors)
"Residential Equivalency Factor" (REF), is the basic unit for the fee structure. One REF represents the runoff volume generated by a typical single family residence. The utility assigns REFs to other properties based on their size and percentage of impervious surface. Since the volume of runoff varies according to rainfall amounts, the creation of the stormwater utility rate schedule is based on a design storm defined as the 10-year, 24-hour, 4.2-inch storm event.	

2026 Surface Water Rate Schedule (Effective January 1, 2026)	
<u>Storm Water Utility (Residential)</u>	<u>\$63.00 per REF/year; billed annually</u>
<u>Storm Water Utility (Commercial)</u> <u>(Individual charges are based on the number of REFs assigned to a particular parcel)</u>	<u>\$15.75 per REF/quarter; billed quarterly or annually</u> <u>(Plus, additional variable factors)</u>
<u>"Residential Equivalency Factor" (REF), is the basic unit for the fee structure. One REF represents the runoff volume generated by a typical single-family residence. The utility assigns REFs to other properties based on their size and percentage of impervious surface. Since the volume of runoff varies according to rainfall amounts, the creation of the stormwater utility rate schedule is based on a design storm defined as the 10-year, 24-hour, 4.2-inch storm event.</u>	

EXHIBIT D
METER CHARGES

T10 METERS INSIDE	
5/8 T10 MTR V4 R900I USG	Vendor Price + 10%
5/8 X 3/4 T10 MTR V4 R900I USG	Vendor Price + 10%
3/4 T10 MTR V4 R900I USG	Vendor Price + 10%
3/4 SL T10 MTR V4 R900I USG	Vendor Price + 10%
1 T10 MTR V4 R900I USG	Vendor Price + 10%
1-1/2 T10 MTR V4 R900I USG	Vendor Price + 10%
2 T10 MTR V4 R900I USG	Vendor Price + 10%
T10 METERS PIT	
5/8 T10 MTR V4 R900I USG PIT	Vendor Price + 10%
5/8 X 3/4 T10 MTR V4 R900I USG PIT	Vendor Price + 10%
3/4 T10 MTR V4 R900I USG PIT	Vendor Price + 10%
3/4 SL T10 MTR V4 R900I USG PIT	Vendor Price + 10%
1 T10 MTR V4 R900I USG PIT	Vendor Price + 10%
1-1/2 T10 MTR V4 R900I USG PIT	Vendor Price + 10%
2 T10 MTR V4 R900I USG PIT	Vendor Price + 10%
TURBINE METER	
1-1/2 HP TURBINE V4 R900I USG PIT	Vendor Price + 10%
2 HP TURBINE MTR V4 900I USG PIT	Vendor Price + 10%
3 HP TURBINE MTR V4 900I USG PIT	Vendor Price + 10%
4 HP TURBINE MTR V4 900I USG PIT	Vendor Price + 10%
6 HP TURBINE MTR V4 900I USG PIT	Vendor Price + 10%
COMPOUND METER	
2 HP T/F CMPD MTR V4 R900I USG PIT	Vendor Price + 10%
3 HP T/F CMPD MTR V4 R900I USG PIT	Vendor Price + 10%
4 HP T/F CMPD MTR V4 R900I USG PIT	Vendor Price + 10%
6 HP T/F CMPD MTR V4 R900I USG PIT	Vendor Price + 10%
MISC	
R900 V4 WLL MIU METER COUPLING/FLANGE KIT	Vendor Price + 10%
5/8 STR MTR COUP W/WIRE HOLE (2)	Vendor Price + 10%
3/4 STR MTR COUP W/WIRE HOLE (2)	Vendor Price + 10%
1 STR MTR COUP W/WIRE HOLE (2)	Vendor Price + 10%
1-1/2 MTR FLG KIT	Vendor Price + 10%
2 MTR FLG KIT	Vendor Price + 10%
HORNS	
3/4 INCH (includes UFR and 2 swivels)	Vendor Price + 10%
1 INCH (includes 2 swivels)	Vendor Price + 10%
Corp Valve, 1 inch	Vendor Price + 10%
Curb Stops, 1 inch	Vendor Price + 10%
1-1/4 Curb Box with Rod	Vendor Price + 10%
Lockable Valve Box	Vendor Price + 10%
Locking Valve Box Lid (replacement)	Vendor Price + 10%

All Prices are subject to change as they are based on manufacturer's and vendor's costs PLUS sales tax.

Section 2. Summary Publication. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the

office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This is a repeal and replace of City Code Chapter 35, fees and service changes, and adoption of the 2024 fee schedule.

Section 3. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____ day of _____, 2024.

CITY OF FOREST LAKE

By: _____
Mara Bain
Its: Mayor

Attested:

By: _____
Kristina Handt
Its: City Clerk

(Published in the *Forest Lake Times* on _____, 2024)



Date: February 12, 2024

Agenda Item: City Clerk Job Description and Authorizing Advertising

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

The Deputy Clerk position has been vacant since fall 2023. Around that time the city also engaged David Drown Associates to complete an organizational/staffing study. One of the recommendations from that study is to hire a City Clerk, rather than replace the Deputy Clerk position. The city council also briefly discussed this idea at their January 22, 2024 meeting and staff identified the next steps as creating a City Clerk job description and posting to bring back to council for final approval.

ISSUE BEFORE COUNCIL:

Should the City Council approve the City Clerk job description? Should the City Council authorize staff to advertise the position as noted below?

PROPOSAL/ANALYSIS:

After gathering and reviewing job descriptions for city clerks from 8 of the city's comparable cities (Lino Lakes, Farmington, Hugo, Stillwater, Rosemount, Prior Lake, Ramsey and Elk River), staff drafted the proposed job description for city clerk that is included in your packet. Information about salary ranges was also obtained from these communities to help identify which grade the position should be advertised at.

The job description includes duties in the area of council and administration support, records administration, licensing, elections and communications. Proposed minimum requirements for the city clerk role include a two year degree, 3-5 years of public administration experience, a valid drivers' license and ability to obtain notary public license and clerk certification in the times noted.

Based upon the salary data received from the comparable cities listed above, staff recommends the position be advertised at Grade 13 of the Non-Union Employee Wage Schedule or an annual salary of \$86,619.87-\$110,774.84.

FISCAL IMPACT:

The exact fiscal impact will be known when a candidate is brought forth for hiring. Estimated annual cost for the position including salary, benefits and taxes is \$121,935-\$147,525. That will obviously be less in 2024 since the position will not be filled for the entire year.

The deputy clerk position-wages, benefits and taxes- were budgeted at \$111,000 for 2024 so the position will not exceed that budget impact this year.

OPTIONS:

- 1) Approve City Clerk Job Description and Authorize staff to advertise for applicants at grade 13 of the non-union wage schedule.
- 2) Amend the job description or proposed grade and then authorize staff to advertise the position.
- 3) Do not advertise for a City Clerk. Direct staff to advertise for the vacant Deputy Clerk position.

RECOMMENDATION:

“Motion to approve the City Clerk job description as presented and authorize staff to advertise the position at grade 13 on the non-union wage schedule.”

ATTACHMENTS:

- City Clerk Job Description
- Deputy Clerk Job Description

CITY OF FOREST LAKE JOB DESCRIPTION

POSITION:	CITY CLERK
DEPARTMENT:	ADMINISTRATION
LOCATION:	CITY HALL
IMMEDIATE SUPERVISOR:	CITY ADMINISTRATOR
STATUS:	FULL TIME/EXEMPT/NON-UNION

POSITION SUMMARY

Performs all statutory functions and legal requirements of the Office of City Clerk by coordinating and executing administrative duties for the Administration Department and City Council, overseeing official records management and retention, data practices, elections, licensing, and related work as apparent or assigned. A primary function of this position is to develop and maintain positive relationships with staff, council, citizens, and other groups and agencies. Work is performed under limited supervision.

ESSENTIAL FUNCTIONS

COUNCIL AND ADMINISTRATION:

- Attends, records, and reports at City Council meetings and work sessions; coordinates and compiles the Council agenda packets for distribution; prepares and publishes official notices and advertisements; schedules and sets up council meeting rooms and virtual participation options; notifies staff and members of the public of City Council action as requested.
- Works with Washington County on Local Board of Appeals and Equalization process.
- Provides responsible and confidential support and guidance on wide-ranging matters for the City Administrator and City Council as needed, assisting with the overall administration of city affairs, project research, City Council management and special projects.
- Has access to and uses confidential labor relations information including analysis of internal and external market data, assists in the preparation and evaluation of positions for negotiations, participates in negotiating on behalf of the City, attends closed sessions for labor negotiations strategy and maintains the confidentiality of this information.
- Performs general office duties such as typing or proofreading correspondence, distributing or filing official forms or scheduling appointments.
- Responds to requests for information from the public, other municipalities, state officials, or state and federal legislative offices. Researches information in the municipal archives upon request of public officials or private citizens.
- Serves as notary public for City documents and attests signatures on official City documents and maintains custody of the City Seal.
- Prepares and administers oath of office to newly elected officials, appointed commissioners, and police officers.
- Coordinates the recruitment process and appointment of citizens to boards and commissions.
- Performs contract administration duties, assists with bid openings or the awarding of contracts including the City waste hauler service. Applies for and administers recycling grant.

RECORDS ADMINISTRATION:

- Prepares, executes and maintains all official city documents to include, but not limited to the City Code, contracts, City Council minutes, resolutions, ordinances, and proclamations; maintains minutes for all city commissions and boards; records deeds and related documents; researches, prepares and publishes resolutions and ordinances.
- Manages records retention for the City and acts as the primary administrator of the Laserfiche digital document imaging system; maintains official records and preserves historic documents; ensures compliance with Minnesota Data Practices Act (MGDPA), state and city records retention policies.
- Manages the City's Laserfiche document repository; coordinates, implements, trains and oversees the maintenance of the records; works with Information Technology and vendors for system expansion, maintenance, and networking; manages contracts and leasing agreements for copiers, scanners, and mail equipment.
- Serves as the designated responsible authority for data practices requests and administers data practices program responding to MGDPA requests; composes and maintains the City's data practice guidelines.
- Coordinates with American Legal Publishing or other vendor for all city code updates.

LICENSING:

- Responsible for the City's licensing function; processes new and renewal licenses and permits for liquor, tobacco, cannabinoids, massage, peddler, solicitor, waste hauler, and charitable gambling; coordinates required background checks with the Police Department; prepares agenda reports and presents license requests and recommendations before city council; updates and composes ordinances for the City's business licensing function.
- Responds to inquiries regarding licensing requirements and applications.
- Submits required documentation to appropriate state departments, if required.

ELECTIONS:

- Supervises and manages the process for federal, state, and local elections in compliance with state statutes and serves as the contact with the County, Secretary of State, and citizens on all election issues. Ensures legal notices pertaining to elections are published. Coordinates appointment of all elections staff. Secures and organizes facilities for polling. Reports to City Council on future precinct and polling place needs.
- Maintains current knowledge of election law, prepares election budget and oversees canvassing of election results and distribution of election certificates.
- Handles candidate filing, campaign financial reporting, and public inquiries related to election activities.

COMMUNICATIONS:

- Oversees updates to City website and social media accounts.
- Compiles and distributes weekly e-newsletter.
- Coordinates with LATV and cable commission as needed.
- Schedules use of City Hall meeting rooms for various non-profits or the public.

OTHER DUTIES AND/OR RESPONSIBILITIES:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. We believe strongly in teamwork and employees will be called upon to perform a variety of duties as a part of their role with the City.

POSITION REQUIREMENTS**KNOWLEDGE, SKILLS AND ABILITIES:**

- Demonstrates a working knowledge in public elections.
- Demonstrates a working knowledge of records management and MN Data. Practices.
- Demonstrates a working knowledge of management of the City's legal documents.
- Demonstrates a working knowledge of state and municipal licensing laws and regulations.
- Demonstrates a working knowledge of advanced office practices, procedures, equipment and Microsoft Office
- Skilled in proper grammar, sentence structure, paragraphing, punctuation, and spelling.
- Commitment to exceptional customer service and positive attitude
- Demonstrates a team player approach and high level of professionalism in assisting staff
- Demonstrates initiative in process improvement opportunities.
- Ability to perform successfully with minimal supervision.
- Ability to maintain effective and positive working relationships with staff and the public

EDUCATION AND/OR EXPERIENCE REQUIRED

Associates/Technical degree in business administration, office management or related field and 3 to 5 years experience in public administration, preferably in the deputy clerk or city clerk position, or equivalent of work experience and education.

Notary public license or ability to obtain within six months of employment.

Certified Municipal Clerk (CMC) or Minnesota Municipal Clerks Certification (MCMC) or ability to obtain within 3 years of employment.

Valid Drivers' License.

PHYSICAL REQUIREMENTS AND MENTAL REQUIREMENTS

Positions in this job typically require: sitting, feeling, manual dexterity, grasping, talking, hearing, typing, and seeing. This position encounters unexpected and prolonged workdays and stress and pressure from dealing with emotional issues and conflicts. There is also sustained exposure to computer keyboards and video screens. This is light work requiring the exertion of up to 20 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force constantly to move objects.

***The physical demands described here are representative to those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations can be made to enable individuals with disabilities to perform the essential functions.*

WORKING CONDITIONS

Most work is performed in an office setting.

***The work environment characteristics described here are representative to those an employee encounters while performing essential functions of this job. Reasonable accommodations can be made to enable individuals with disabilities to perform the essential functions.*

CITY OF FOREST LAKE JOB DESCRIPTION

POSITION:	DEPUTY CLERK
DEPARTMENT:	ADMINISTRATION
LOCATION:	CITY HALL
IMMEDIATE SUPERVISOR:	CITY ADMINISTRATOR
HOURS WORKED:	40 + HOURS PER WEEK

SUMMARY

Under the direction of the City Administrator, perform a variety of highly skilled clerical duties related to City administration. Coordinate activities for City elections. Process applications for City licenses, including liquor, tobacco and business. Maintain City website, City code and other legal records.

ESSENTIAL FUNCTIONS

- Prepare correspondence, reports, resolutions and ordinances, as directed.
- Prepare City Council meeting agendas and meeting materials. Attend Council meetings and workshops and transcribe minutes.
- Maintain official minute, ordinance and resolution books. Maintain and update City Code book. Maintain publication affidavits, titles, and other City legal record books.
- Coordinate State Primary and General elections and all other City elections; including recruitment of election judges, publication of legal notices, assembling election materials, processing absentee ballots, and various other activities related to conducting elections.
- Schedule appointments and meetings as directed by City Administrator.
- Schedule use of City Hall meeting rooms for various departments and public.
- Maintain and process all city licenses including liquor, tobacco, and small business.
- Update City website as needed.

OTHER DUTIES AND/OR RESPONSIBILITIES

Performs other duties as assigned by City Administrator or Finance Director.

EDUCATION AND/OR EXPERIENCE REQUIRED

High School degree or equivalent and 2 to 4 years of post-secondary training in related field or equivalent experience in a similar position.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- General knowledge of election laws and procedures.
- General knowledge of City programs, functions, and services.
- General knowledge of state and municipal licensing laws and regulations.
- Skill in proper grammar, sentence structure, paragraphing, punctuation, and spelling.
- Ability to operate general office equipment and current, common software packages.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to deal tactfully and effectively with all City staff, outside agencies, and the general public.
- Ability to independently accomplish assigned tasks with only general direction.

PHYSICAL REQUIREMENTS

- Speak, read, write and understand English.
- Hearing normal or corrected to normal.
- Eyesight 20/40 or corrected to 20/40.
- Sit an 8 or more hour day, with occasional breaks.
- Bend, stoop, squat, crouch, kneel, balance or reach as required.
- Ability to operate keyboard for up to 8 or more hours, with occasional breaks.
- Ability to occasionally lift, push or pull up to 10lbs.



MEMO

TO: Forest Lake City Council
FROM: City Attorney Amanda Johnson
DATE: February 12, 2024
RE: Executive Search Firm Discussion and Decision

Background

Council requested that interested executive search firms attend tonight's Council meeting to present their proposals to find a new City Administrator. To date, we have received three proposals from: DDA Human Resources, Inc, Baker Tilly US, LLP and GovHR USA. Each firm will have a representative in attendance to provide a short presentation and answer any questions from Council.

Summary of Proposals

1. DDA Human Resources, Inc.

- Presented by Bart Fischer
- Total price: \$24,000
- Estimated Administrator start date: June/July 2024

2. Baker Tilly US, LLP

- Presented by Patty Heminover
- Total price: \$26,500
- Estimated Administrator start date: May/June 2024

3. GovHR USA

- Presented by Charlene Stevens
- Total price: \$24,500
- Estimated Administrator start date: May/June 2024

Requested Action

At the end of the presentations, I will request that Council select a firm and direct City Staff to work with the firm selected to begin the City Administrator search.



Date: February 12, 2024

To: Members of the Council

From: Mara Bain, Mayor

Re: Commission Appointment Recommendations

The following Commissioners have expressed an interest in continuing to serve on their respective Commissions. I propose the following appointments to Commissions of the City of Forest Lake as follows:

Commission	Term	Appointee
Airport Commission	Three-Year Term	Don Stehler
		Mark Lynch
Planning Commission	Three-Year Term	Don Stehler
		Susan Young

Applications have been received for the EDA and Planning Commission. Staff is in the process of scheduling time for applicants to meet with chair and Council liaison. Once those meetings occur, recommendations for all other vacancies will be made.

Requested Action

The Council is requested to consider and approve the proposed Commission Appointments. If the Council is favorable, the recommended motion is as follows:

“Move to re-appoint the noted Commissioners.”



Date: February 12, 2024

Agenda Item: DDA Staffing Study

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

Last fall the city accepted a proposal from David Drown and Associates (DDA) for an organizational/staffing structure study. A copy of the completed report is attached. Bart Fischer from DDA will be at the meeting to present his findings and answer questions from council.

ISSUE BEFORE COUNCIL:

What questions does council have about the Organizational Study Draft Report?

What recommendations would council like staff to begin implementing? Next steps?

PROPOSAL/ANALYSIS:

The report lays out the background, process and observations that lay the foundation for the recommendations. Recommendations begin on page 5:

- Hire a Human Resources position.
- Fill the vacant Assistant City Administrator position.
 - Note there are a couple of options presented in the staff report on how to do this because of the change in the city administrator position before the study was finalized.
 - Assistant to the City Administrator/Management Analyst
OR
 - Administrative Services Director
- Hire a City Clerk
- Conduct a staffing, market, comparison study of number of positions in Administration, Finance, and Community Development.
- Establish who the Interim Administrator is in the City Administrator's Absence
- Work Toward Succession Planning
- Recommendations for positions asked for in 2024 Budget.
- Hire for organizational fit.
- External/Public Communications recommendations regarding a consultant firm and use of UB and general mailers.
- Recommendations related to organizational culture and internal communications.
- Need to define what is expected from parks and recreation perspective and update positions accordingly.
- Classification and compensation study including an update of all job descriptions.
- Conduct annual reviews.
- Move building inspections under Community Development Department.
- Move building maintenance under Public Works Department.

- Additional Administrative Assistant Positions
- Fill Airport Director role with consultant or split duties between administration and public works.
- Keep 10 year plan updated and include a staffing plan
- Consider organizational/staffing studies for other departments.
- Conduct City Council and Staff retreat and strategic planning session at least annually.

FISCAL IMPACT:

To be determined based upon which recommendations council would like to implement.

DISCUSSION:

Provide direction to staff on which of the recommendations should be prioritized at this time. Given the vacancies in the administration department, some direction on which roles to begin preparing for and how to address human resources issues should be near the top of the list.

ATTACHMENTS:

- Organizational Study Draft Report



Forest Lake
AS GOOD AS IT SOUNDS

CITY OF FOREST LAKE

Organizational Study Draft Report

DDA Human Resources, Inc.

February 5, 2024

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Background Information

In November 2023, the City of Forest Lake approved an organizational study proposal submitted by DDA Human Resources, Inc. The purpose of the study was to help the City of Forest Lake determine the most appropriate staffing structure and process efficiencies for providing City services in the Administration Department as well as Community Development and Finance. Since several positions are currently vacant, the City determined it was the proper time to assess roles and responsibilities within City Hall.

*The most up-to-date City of Forest Lake Organizational Chart is attached for reference as Addendum D.

Assessment Process Summary

The study consisted of an evaluation of workflow, staffing needs, and assessment of organizational structure and culture with a focus on relationships within. This was accomplished through interviews with elected officials; several Administration, Finance, and Community Development employees; the Police and Fire Chiefs as well as a review of job descriptions, current positions and practices, and other relevant information. The list of those interviewed is attached as Addendum A. The goal of the process was to develop recommendations and implementation strategies to assure an efficient, customer and employee-oriented service organization with a positive culture.

Each person was interviewed during which questions were asked to generate conversation that would provide needed feedback around the history of the Forest Lake organization and for the evaluation of workflow, staffing needs, and assessment of organizational structure and culture. The questions used to generate conversation with the City Council are attached as Addendum B and the questions used to generate conversation with the City Staff is attached as Addendum C. All interviewees were also provided the option to follow up with any additional thoughts that may have arisen after the interview.

Upon conclusion of the fact-finding process, the City Administrator was updated on initial findings and a draft report was created. After discussion on the findings and draft report, this final report was prepared for consideration by the City Council.

Observations

The interviews and informational gathering process led to the following organizational observations.

- A Human Resources position is needed as soon as possible.
 - This need is based on the observation that there is presently not a position within the organization that is conducting the HR duties that are necessary in an organization such as the City of Forest Lake.
 - This position should be someone who is well versed and experienced in all HR functions such as hiring, onboarding, offboarding, employee benefits, required employee training, Federal and State human resources mandates, updating of job descriptions, facilitation of employee concerns, and other human resources duties.

- The Assistant City Administrator and Deputy Clerk positions are currently vacant. The Assistant City Administrator role was a funnel for duties where there was not a clear place to assign the duty. Recommendations for how to proceed in filling these roles are presented below under the recommendations section.
- The City of Forest Lake has been growing while being understaffed and underfunded for approximately the past 10 years.
 - Equipment and infrastructure needs are often prioritized and funded; however, staffing needs have not historically been addressed.
 - It is the consensus of most of the interviewees including Council Members and staff that City Staff is overwhelmed.
 - Often the answer regarding the ask for more staffing is, “Not this year.”
 - The need is known and understood by leadership; however, the needed funding is difficult to support.
 - The 10-Year Financial Plan was a necessary step in planning for the future.
- There is a need to move away from the historical practice of combining positions and duties when staff depart to allow remaining staff the ability to effectively serve and complete tasks.
- In a memo dated November 3, 2023, the City Administrator updated the City Council on 5 positions requested in the 2024 budget. These positions are listed below and recommendations regarding these positions are included in the related section of the report below. As of the time of this report, these 5 positions were removed from the 2024 Budget and replaced with a Human Resources position. There is still a need to address and fund the below positions.
 - Code and Zoning Enforcement
 - Engineering Tech
 - Planning and EDA Supervisor
 - Community Service Officer (removed by the City Council)
 - Stormwater Technician
 - In addition, the memo outlined steps the City Administrator took to address the current vacancies until this report is finalized and implemented. One of those steps was to engage an outside firm to take over the recording and transcription of meeting minutes.
 - Development and adherence to a 10-Year Position Plan that is incorporated into the 10-Year Financial Plan is needed.
- External/Public Communications. Recently the City hired a consultant firm to assist with external or public communications and messaging. There is a need to make citizens better aware of what is happening in the City.
- Organizational Culture.
 - The culture within the organization is better than it has been in a while; however, still needs some work.
 - Recent departures and turnover raise a concern about the current culture within the organization.

- Morale is perceived by a number of the interviewed including City Council and staff to be low at City Hall.
 - There is a sense within the organization that staff are on edge. This is due to the fact that staff do not know when their roles/duties will change or be added to, wondering why their co-workers are leaving, not feeling communicated with, and wondering what the vision and direction for the organization is.
 - It is difficult to make needed changes when staff is at capacity. Often it is easier to just stay the same. There is not necessarily a fear of change but a fear of what it will take to make the change.
 - Hiring for fit has been a challenge.
 - Presently there are no annual staff reviews or feedback completed or provided.
 - Employees in City Hall (Administration, Finance, Community Development) are presently “starved” for time.
 - Staff recognition is perceived as non-existent based on the conversations had with staff.
 - On a positive note, there are a number of staff dedicated to the success of the City.
- Internal/Organizational Communications
 - Internal communications are getting better.
 - There are not as many silos within the organization as in the past.
 - A hole in internal communications is the communication of important challenges, issues, and items across and through the organization – Flow of communications among and between the Council-City Administrator-Department Heads-Staff.
 - The duties and roles of the City’s Parks and Recreation Supervisor position need to be clearly aligned with the competing needs of the City in this area.
 - Presently, the Building Inspections team is housed under the Fire Department, which is not typically seen in other cities. The Community Development staff and Building Inspections staff are presently siloed because they are in different departments, which is not efficient or effective.
 - Presently, the Building Maintenance Team is housed under the Fire Department. This is not typical in most cities. There is a need to evaluate the positions on this team in order to obtain the best value for the City and Public Works Department.
 - Presently, the Fire Department is not in need of administrative support; however, this is likely to change as the Fire Department grows and progresses. Fire reports/reporting need to be done by someone with a fire background and presently there are Fire Department personnel accomplishing this task. Sometimes there is a need for assistance with payroll administration. Annual evaluation of additional assistance should take place.
 - There is a need for better synergy across the positions that cover the front desk at City Hall due to all of them presently being in different departments and having different leaders/managers.
 - There is not a clear succession plan city-wide nor within departments.

- With the vacancy in the Assistant City Administrator role, there is also a vacancy in the Airport Director role which has left the airport essentially un-managed.
- Much staff time is spent reacting to individual, smaller concerns and issues brought up by appointed/elected officials as well as a small percentage of “loud” citizens. This scope creep can be a drain on resources and takes away from focusing on bigger picture challenges, projects, and issues. Adherence to the 10-Year Financial Plan, a 10-Year Position Plan, a clear direction, strategies, a road map, and a common vision/direction are necessary.
- All those interviewed as part of this study realize and understand that Forest Lake has an opportunity in front of them as an organization to do something they haven’t been able to do in quite some time. The goal for the City is to take prudent action moving forward.

Recommendations

Upon analysis of all the information, the following recommendations are put forth for consideration by the Forest Lake City Council and Staff.

- It is strongly recommended that the City of Forest Lake hire a Human Resources position immediately. This position can focus on human resources items within the organization such as:
 - Hiring, recruiting, and marketing Forest Lake as a place to thrive professionally
 - Onboarding and offboarding of staff
 - Coordination of employee benefits
 - Coordination of required and desired employee training
 - Understanding and implementation of Federal and State human resources related mandates
 - Updating and maintenance of job descriptions
 - Facilitation of employee concerns and grievances
 - Coordination of FMLA rules and process
 - Coordination of annual performance review process for all staff
 - Implementation and coordination of employee wellness initiatives
 - Implementation and coordination of employee recognition initiatives
- Vacant Assistant City Administrator position.* It is recommended that the City hire an Assistant to the City Administrator or Management Analyst position instead of an Assistant City Administrator (ACA). With the ACA position, there is a level of expectations around duties, authority, and responsibility that the City of Forest Lake as an organization is presently not in need of. There is; however, still a need for a role to assist the City Administrator with duties that do not fall under the purview of department heads and existing staff. The Assistant to the City Administrator or Management Analyst role would sufficiently meet these expectations. Recommended areas of focus for this role to include:
 - Communications-City lead facilitating, coordinating, and overseeing communications efforts, consultant, and staff.
 - Human Resources-supervises the HR position.

- Organizational Compliance-In collaboration with department heads, monitors operations to ensure organizational compliance with applicable laws, regulations, rules, polices and ordinances.
- City Consultant Contracts-Negotiates, implements, and oversees City contracts and related agreements with consultants.
- Airport Director-Supervises and coordinates a consultant Airport Director.
- Employee Committees-Coordinates employee committees including the Safety Committee.
- Process Improvements-Takes the lead on business process improvement efforts to enhance customer service, better utilize technology, and create efficiency.
- Organizational Understanding-Researches policy issues and provides recommendations for the City Administrator.
- Depending on what is decided regarding the direction and needs for Parks and Recreation in the City, have the Parks and Recreation position(s) report to this position.

*After discussions with the current City Administrator, it became evident that a more viable option to consider would be the hiring of an Administrative Services Director for this position with the possibility of hiring a management analyst in the future as well.

- Deputy Clerk position. Hire a City Clerk position and transfer the duties of Clerk from the City Administrator to the City Clerk position. Another option is to keep the City Administrator as the City Clerk and re-hire the Deputy Clerk position; however, provide the Deputy Clerk with essentially the same authority as the City Administrator/Clerk.
 - This position could also coordinate and oversee the broadcast and recording of appropriate City Council and Commission meetings.
 - This position can supervise the outside firm that is recording and transcribing meeting minutes.
 - Assist with organizational compliance
- Conduct a staffing, market, comparison study to better understand the number of positions the City of Forest Lake currently has in Administration, Finance, and Community Development and compare that to cities similar in size and organizational structure. A Position Comparison Study was provided to the City in early January 2024.
- Clearly establish who the Interim City Administrator is in the City Administrator's absence. Options include:
 - Community Development Director
 - Finance Director
 - Administrative Services Director
- Work toward succession planning in all departments.
 - Work toward having a 2nd in command position for each department/department head. This will provide for a leader/strategist (department head) and operations manager (2nd in command) for each department.

- Recommendations for the positions asked for in the 2024 Budget:
 - Code and Zoning Enforcement – This position seems to be a need for the City and should be included in a 10-Year Position Plan as such.
 - Engineer – Continue to utilize a consultant City Engineer. City engineering requires expertise in a number of areas of which it is difficult to find one engineer with all of those levels of expertise. Therefore, even if the City were to hire a City Engineer, it is very likely they would continue to need the services of a consultant engineer for specific expertise. Hiring an in-house Engineering Tech is a need for the City and should be included in a 10-Year Position Plan. This position would handle in-house site plan, grading, and building permit review and coordination in addition to various Public Works needs.
 - Planning and EDA Supervisor – This position would be viewed as the second in command in Community & Economic Development (Recommended name change for the department-adding Economic Development). This is similar to the existing Police Captain, Accounting Manager, Public Works Foremen, and Deputy Fire Chief as well as the proposed Administrative Services Director. Moving forward with the hiring of this position would provide the Community Development Director with someone who can focus on operations within the department while the Community Development Director focuses on leading and strategic efforts.
 - Stormwater Technician – The recommendation would be to utilize the services of the consultant City Engineer or similar firm to accomplish the duties of this position.
 - In addition, this memo outlines steps the City Administrator took to address the current vacancies until this report is finalized and implemented. One of those steps was to engage an outside firm to take over the recording and transcription of meeting minutes. It is recommended that this continue in to the future saving large amounts of staff time and resources on recording and drafting minutes. As mentioned above, this service should be coordinated by the City Clerk or Deputy Clerk position.
 - As noted above, the creation of a 10-Year Position Plan is essential to plan for the hiring and funding of these and other, future needed positions in the City.
- When filling open positions into the future, hire for organizational fit. Also, the City should not be afraid to repost a position if current candidates are not a proper fit for the organization. Having to deal with turnover and constantly hiring for positions is often more costly than taking the time to find the right fit.
- External/Public Communications. Recently the City hired a consultant firm to assist with external and public communications. This is a good solution and should be continued and evaluated for effectiveness into the future. Other factors to consider include:
 - Due to the nature of emergency communications needing to be instantaneous, it would be difficult to utilize the consultant or even a dedicated city employee in the moment during an emergency. It is recommended that emergency communications be kept within the Fire and Police Departments with assistance from the communications consultant and City Staff as needed.
 - Utility Bill and general mailers should be considered as an additional form of communication for community members who are not on social media or online.

- Organizational Culture and internal communications recommendations include the following:
 - Strive for a culture where employees feel heard and respected.
 - Provide the City Administrator's Weekly Report that is sent to the Council also to staff.
 - Conduct quarterly all staff meetings.
 - Consult new HR position for recommendations on how to effectively communicate within the organization.
 - An annual facilitated goal and strategy discussion with City Council and Department Heads is recommended. This would not be a session to come up with a mission statement or tag line; rather, it is an opportunity for Council Members and City Staff to get in the same room to hear and understand the desires and direction of each individual and formulate from those discussions, a list of common strategies and goals for the City to accomplish. These discussions would include assigning strategy champions and timelines to better focus on implementation of the strategies.
 - Provide new Council Member and Commission Member training that involves staff from each department and legal counsel. Strongly encourage newly elected officials as well as seasoned elected officials to attend the League of Minnesota Cities trainings designed for new and tenured City Council Members.
 - Provide opportunities for staff and City Council socialization such as holiday potlucks, simple birthday celebrations, years of service recognitions.
 - Provide staff recognition from the City Council as well as the Leadership Team. Even as simple as saying, "Thank You".
- It is important to clearly define what the City of Forest Lake wants to accomplish from a Parks and Recreation perspective before making any changes to this area and position. This needs to happen as soon as possible as the current model is unsustainable. After a clear direction is established, adjustments to the duties and roles of the Parks and Recreation position and an updated job description for the defined need should be completed.
 - What are the goals and roles for the City as it relates to:
 - Events - coordinating, planning and management
 - Programming
 - Partnerships (i.e. school district, FLAA, etc.)
 - Role of and with the Parks Commission
 - Parks Maintenance
 - Senior Center
 - Golf Course
 - Athletic Complex.
 - Have the Parks & Recreation position report either to and through the Administrative Services Director position if it is more events and programming related or through the Public Works Director if it is more maintenance focused. This could also be separated in to 2 different positions if the needs dictate.
 - Utilize a park planning consultant for park planning and infrastructure development projects.

- Conduct a review and update of all City job descriptions as well as a classification and compensation study for all positions. Coordinated by the HR position and conducted by an outside consulting firm.
- Conduct annual reviews and feedback for all staff. Coordinated by the HR position.
- Move the Building Inspections team under the Community & Economic Development Department. Consider hiring a consultant to assist in evaluating and setting up the most effective process that leads to the best transition scenario. Evaluation of the need for daytime fire response should also be included. This should be considered a long-term initiative.
- Move the Building Maintenance team that is currently housed under the Fire Department to the Public Works Department. Evaluate the positions on this team in order to obtain the best value for the City and Public Works Department.
- Administrative Assistant Positions
 - There is a need for administrative assistance across multiple departments. Cross train these positions and share resources across multiple departments.
 - A staffing, market, comparison study will help define the number of appropriate administrative support positions for organizational size. However, the City can and needs to assess internally the amount and need for administrative assistance.
Example: Finance Department administrative assistants seem to be set with accounts payable, utility billing, and payroll positions. Share an administrative assistant position across public safety between Police and Fire. Have 3 administrative assistant positions that are cross trained and can assist in Administration, Community & Economic Development, Public Works, and covering the front desk at City Hall.
 - Build better synergy among the positions that cover the front desk. Consider having one of the 3 administrative assistant positions for Administration, Community & Economic Development, and Public Works focus on covering the front desk as City Hall.
 - In order to create synergy within the administrative services positions, consider having them all report to the Administrative Services Director position or at the very least, have the Administrative Services Director position coordinate with the department heads to facilitate a synergistic approach to providing administrative assistance.
- Explore filling the position of Airport Director with a consultant in the aviation industry. Other options would be to assign the management of the Airport Commission, grants, and other administrative duties to an administrative position. Hire or assign a portion of the airport maintenance to Public Works and split the proposed storm water position 75/25 with the airport supporting 25% of the cost.

- Continue to keep The 10-Year Financial Plan updated, current and front of mind. Let it be the City's funding guide. Include and keep updated a 10-Year Position Plan as part of the 10-Year Financial Plan.
- Consider organizational/staffing studies for other departments such as Police and Public Works. The previous Police Department staffing study was completed in 2017.
- Conduct a City Council and Staff retreat and strategic planning session at least annually. This will provide the leadership team with the opportunity for team building as well as clear direction.

Implementation

As with any plan, success or failure ultimately comes down to implementation. It is recommended the City take time to discuss an implementation plan to prioritize items of greatest need and outline the steps needed to achieve each objective.

Once the City Council has determined priority action items from this report and with staff input, the City Administrator should assign each recommendation a timeline for accomplishment and who is responsible to oversee implementation. For implementation of some recommendations, a project manager who can ensure things are moving forward may be assigned.

Implementation of many of these recommendations will have an impact on the workforce that is both positive and negative. Some who struggle with change will have difficulty, while others will soar. The Council and Staff Leadership Team will have to determine a course and then stay the course. This is not to say changes can't be made, but not every complaint about a change should cause alteration of the focus. Potential changes to the plan should be thoughtfully considered prior to being made.

Conclusion

The City of Forest Lake presently has an opportunity in front of them as an organization and the support to do a number of initiatives that have been untenable in the past. Though as an organization there is presently some angst and struggle around workforce culture, city staff and elected officials are committed and dedicated to their jobs and to providing citizens the best possible service. Forest Lake clearly provides good services, and it appears the citizenry is satisfied with the efforts of the Council and staff. However, no organization is perfect, and there are ample opportunities for change that will improve efficiency and service quality.

If the City moves forward with implementing proactive changes, the organization will be positioned well for future growth. The City is blessed with residential and commercial growth opportunities, and those should continue to be encouraged. Forest Lake is a fine community that will continue to have opportunities to make a positive impact on residents, visitors, and business prospects.

Addendum A: List of Persons Interviewed

Person	Position
Mara Bain	Mayor
Sam Husnik	Council Member
Hanna Valento	Council Member
Leif Ericson	Council Member
Blake Roberts	Council Member
Alan Newman	Fire Chief
Jamie Muscha	Park & Recreation Supervisor
Kim Carlson	Accounting Manager
Rick Peterson	Police Chief
Dave Adams	Public Works Director
Kevin Knopik	Finance Director
Abbi Wittman	Community Development Director
Patrick Casey	City Administrator

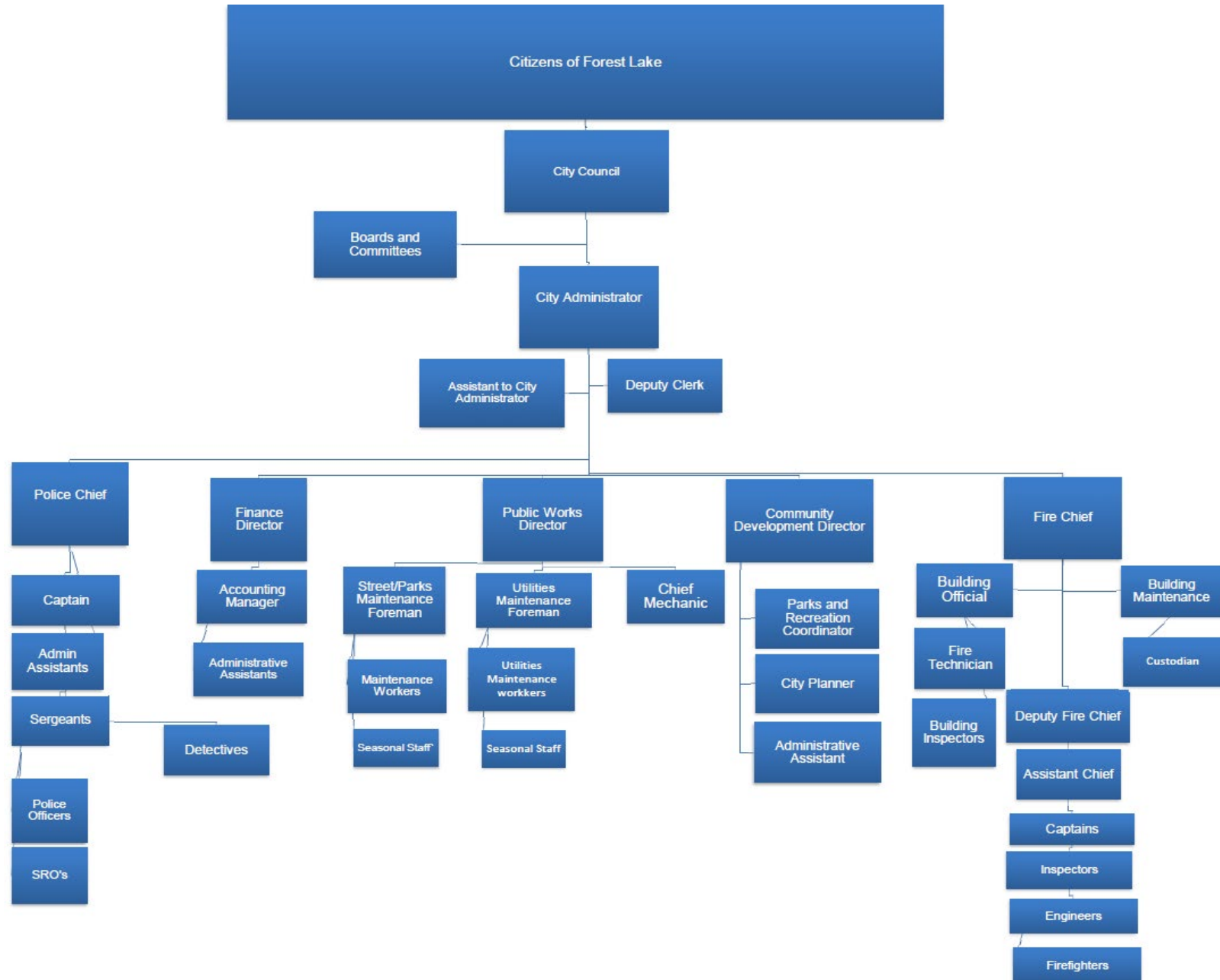
Addendum B: Questions Used to Generate Conversation with the City Council

1. Does City Staff have the resources and equipment they need to do their job successfully?
2. Has the City Council set clear expectations, goals and direction for City Staff?
3. Describe what is working particularly well and not well in the City of Forest Lake organization.
4. Do you have any suggestions for improving efficiency in the organization as a whole?
5. Are the current staffing needs of the City being met and if not, where would you allocate additional staff and why?
6. Describe the effectiveness of communication within the organization.
7. Given the opportunity, what would you change in the organization?
8. What are the obstacles to making changes in the organization?
9. Should organizational changes be implemented in stages or all at once?
10. What trends are impacting the City of Forest Lake and how might these impact future staffing needs?
11. Do you have anything else you would like to add?

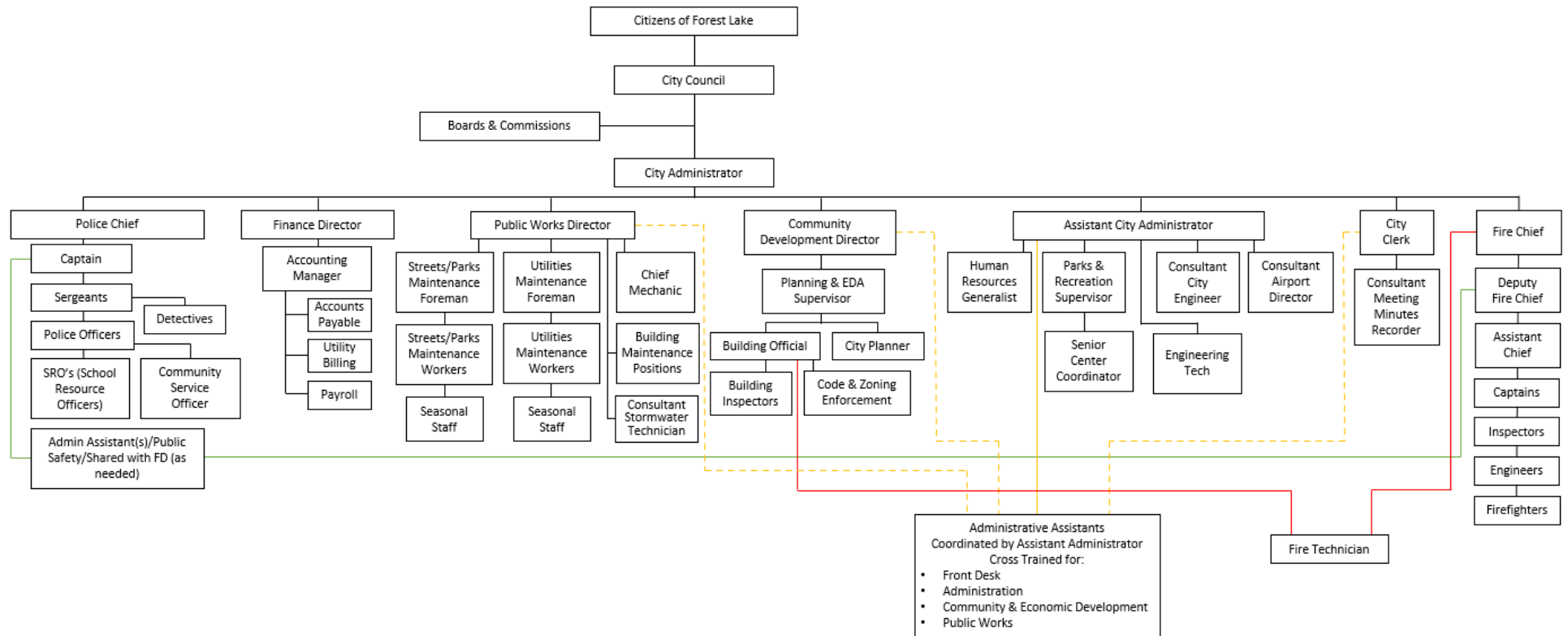
Addendum C: Questions Used to Generate Conversation with the City Staff

1. Do you know what is expected of you in your position?
2. Do you have the resources and equipment you need to do your job successfully?
3. What support are you specifically not receiving from the Administration Department that you need?
4. When it comes to workload would you say that you have enough to keep busy, too much to handle or that the workload ebbs and flows depending on time of year? Depending on your prior answer, do you have a suggestion for improvement?
5. Describe what is working particularly well and not well with the current organizational structure in your department, administration and the City.
6. Do you have any suggestions for improving the structure of the department, administration or City?
7. Do you have any suggestions for improving efficiency in your department, administration or the City as a whole?
8. Are the current staffing needs of the City being met and if not, where would you allocate additional staff and why?
9. Describe the effectiveness of communication in the department, between departments you work with and the City as a whole.
10. Describe the effectiveness of the supervisory structure in your department.
11. Given the opportunity, what would you change in the department, administration and City?
12. What are the obstacles to making changes in the department, administration and City?
13. Should organizational changes be implemented in stages or all at once?
14. What trends are impacting the City of Forest Lake and how might these impact future staffing needs?
15. Do you have anything else you would like to add?

Addendum D: Current Organizational Chart



Addendum E: Optional Organizational Chart





Date: February 12, 2024

Agenda Item: Legislative Bonding Priorities

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

The Minnesota Legislative Session kicks off on Monday, February 12th at noon. In anticipation of the upcoming session, as well as long range planning, staff are seeking direction from the council on what bonding priorities to pursue not only this year but to set up for future years.

Staff is asking the council to look beyond just this session, so the city has the opportunity to put in requests to Minnesota Management and Budget (MMB) as they are the ones who gather the requests from state and local governments to help put together the Governor's bonding bill proposal. The committee staff in each the House and Senate also use this list to help schedule capital investment committee tours during the interim. While these requests are typically due in June of the odd number years to prepare for the bonding bills traditionally passed in the even numbered years, the city can start talking about them this year in anticipation for next year. This gives staff time to focus and get better details on projects, align with community partners and identify where local funding matches could come from. More information about the MMB process is available at [Capital Budget FAQ for State Agencies, Local Governments, and Political Subdivisions / Minnesota Management and Budget \(MMB\) \(mn.gov\)](#) Resolutions from the city council are required in this formal process and the League of MN Cities as model resolutions the city may consider next year for not only a single project request but multiple projects.

ISSUE BEFORE COUNCIL:

What state bonding proposals should the city pursue in 2024?

What state bonding proposals should be considered for submission to MMB in 2025?

PROPOSAL/ANALYSIS:

2024 Suggestion:

With the help of Washington County, their lobbyist, Rep. Anderson and Sen Housley, a bill is being drafted for the Forest Road and CSAH 32 project. The city is asking for \$4 million and will need to contribute \$400,000 based upon the current estimates. A one-page flyer has been created for use in talking with state legislators and is included in this packet.

2025 and beyond possibilities:

Staff reviewed the CIP and thought these projects may be ones the council considers pursuing bonding funding for in future years. Projects that have a regional significance are likely to score better through the MMB process. Exact details on timing, cost and scope would be finalized at a later date:

- Elmcrest Improvements (could be a great project to collaborate with other cities and counties on thereby scoring higher with a regional significance).
- North Shore Trail and North Shore Drive Street and Utility Improvements
- Fenway Ave Improvements
- 12th St Improvements
- Downtown Plan
 - Boat launch relocation
 - Shoreline stabilization
- Public Works Facility or community park at old site once new one is built.
- Park Improvements such as lights at Fenway, etc

FISCAL IMPACT:

To be determined with each project. Having some local contribution will lead to the project being better received.

DISCUSSION:

Provide direction to staff tonight on what projects to pursue in 2024 (should be projects with data that can be pulled together quickly given the start of the session already) and what other projects staff should keep on the list for bonding requests in 2025 and beyond.

ATTACHMENTS:

- LMC Model Resolution-Single Project
- LMC Model Resolution-Multiple Projects
- Forest Road Extension Flyer

Single Project Capital Budget Proposal, LMC Model Resolution

League models are thoughtfully developed by our staff for a city's consideration. Models should be customized as appropriate for an individual city's circumstances in consultation with the city's attorney.

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF THE DEVELOPMENT OF

_____ **WHEREAS**, the City of _____ ("City") participates in Minnesota Management and Budget's (MMB) biennial process for reviewing state capital investment requests;

WHEREAS, MMB is required by Minnesota Statute §16A.86, subd. 3a (6) to consider whether the governing body of the political subdivision requesting the project has passed a resolution in support of the project when reviewing capital improvement funding requests;

WHEREAS, submitting project information is a vital component of the state capital investment process, and provides needed background to the Governor and Legislators in determining state investments;

WHEREAS, MMB requests final capital budget requests by _____, 20__ for the 20__ State capital budget preparations

WHEREAS, the City Council of _____ has appropriated local funds for the development of _____ ("Project") in its budget for 20__; and

WHEREAS, the City will seek state funding for the Project in the amount of (\$_____).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, MINNESOTA AS FOLLOWS:

1. The City Council supports the development and bonding for the Project in the upcoming legislative session.
2. The Project shall be submitted to MMB with a bonding request in the amount of (\$_____).

Passed by the City Council of _____, Minnesota this _____ day of Month, Year.

Mayor

Attested:

City Clerk

Multi-Project Capital Budget Proposal, LMC Model Resolution

League models are thoughtfully developed by our staff for a city's consideration. Models should be customized as appropriate for an individual city's circumstances in consultation with the city's attorney.



This icon marks places where the city must customize the model. They offer additional provisions, optional language, or comments for your consideration. The icon, and language you do not wish to include, should be deleted from this model before use. Make other changes, as needed, to customize the model for your city.

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF 20__ CAPITAL PROJECTS

WHEREAS, the City of _____ participates in Minnesota Management and Budget's (MMB) biennial process for reviewing state capital investment requests;

WHEREAS, MMB is required by Minnesota Statutes §16A.86, subd. 3a (6) to consider whether the governing body of the political subdivision requesting the project has passed a resolution in support of the project when reviewing capital improvement funding requests;

WHEREAS, submitting project information is a vital component of the state capital investment process, and provides needed background to the Governor and Legislators in determining state investments;

WHEREAS, MMB requests final capital budget requests by _____, 20__ for the 20__ State capital budget preparations;

WHEREAS, the City Council of _____ has appropriated local funds for certain capital improvement projects as listed below (Projects), in its budget for 20__;



List Projects for funding request including amounts.

WHEREAS, the City of _____ will seek state funding in 20__ for capital improvements for the Projects consistent with the amounts listed above; and

WHEREAS, this resolution reflects the priorities recommended to be submitted to MMB for consideration in the upcoming state capital investment process.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, MINNESOTA AS FOLLOWS:

1. The City Council supports the development and bonding for the Projects for the 20__ legislative session.
2. The following capital investment projects are submitted to the Minnesota Management and Budget Office and the projects are prioritized as follows:
 - a. _____
 - b. _____
 - c. _____



Cities will need to specify their list of projects using the list above, ranked by priority.

Passed by the City Council of _____, Minnesota this _____ day of Month, Year.

Mayor

Attested:

City Clerk

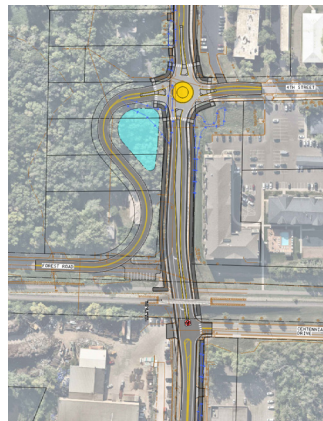
County State Aid Highway (CSAH) 32 (11th Avenue) Pedestrian and Safety Improvement Project

The City of Forest Lake requests **\$4 million in state funds** to complete the necessary improvements along CSAH 32 and the realignment of Forest Road



Issue At-A-Glance

- Washington County is leading a reconstruction project along County State Aid Highway (CSAH) 32 in the City of Forest Lake in 2026 to address poor pavement conditions, restricted access, lack of off-road pedestrian facilities, lack of stormwater treatment, and worsening congestion in the corridor. Currently, city-owned Forest Road is part of an offset intersection with CSAH 32 and Centennial Drive immediately adjacent to the Hardwood Creek Regional Trail and was identified as part of a corridor traffic study for infrastructure improvements.
- This proposed project would widen CSAH 32 to include shoulders, curb and gutter and improved turn lanes and intersection control. Pedestrian and bicycle facility upgrades include a grade separated trail to connect an existing gap in pedestrian facilities between Trunk Highway 61 and CSAH 33 and a trailhead parking area for the Hardwood Creek Regional Trail. The project proposes to realign Forest Road to the west to connect with 4th Street and would include pedestrian improvements and a roundabout, improving safety, congestion, and circulation and maintaining full access to and from Forest Road and nearby affordable housing, schools, and parks. The new roadway realignment would be constructed on land that is vacant or for purchase from sellers who have been engaged during property owner outreach efforts and are willing participants. This realignment provides the opportunity to construct stormwater features that will provide treatment of drainage runoff before directly discharging into Clear Lake as it currently does now.
- The City of Forest Lake explored this realignment several years ago, but it was too cost prohibitive. It emerged again during project engagement efforts as the preferred alternative with broad community support; however, it increases the city's cost share on the project beyond what it is able to contribute. Without state funding assistance the project team will need to proceed with a rehabilitation project as the City of Forest Lake cannot participate financially with this project.



Support

- Minnesota Department of Transportation (MnDOT)
- Rice Creek Watershed
- Washington County
- Forest Lake School District 831
- Forest Lake Public Safety
- Clear Lake Association

No Action

If state funds are not provided, these improvements to access, traffic, and safety along CSAH 32 and Forest Road would be extremely limited.

Financial Implications

Washington County – \$10.2 million
City of Forest Lake – \$400,000
State of Minnesota – \$4 million

Total estimated project cost =
\$14.6 million