



NOTICE OF AGENDA

CITY COUNCIL MEETING

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

Forest Lake City Center – Council Chambers
Forest Lake, Minnesota

March 11, 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. February 20, 2024 Council Work Session Meeting
 2. February 26, 2024 Regular Council Meeting
 - c) Approve Contractor's Payments
 1. Water Treatment Plant No. 4-Contractor's Request for Payment No. 22
 2. Well 6&7-Contractor's Request for Payment No. 2
 3. 2022-2023 Lift Station and Force Main Improvements-Contractor's Request for Payment No. 14
 - d) Approve Field Scheduling Agreement with FLASD – Abbi Wittman
 - e) Approve 2024 Funding Support Agreement for AIS and Lake Management in Forest Lake-Dave Adams
 - f) Approve Letter of Support for City of Columbus Bonding Request for Hornsby St-Kristina Handt
 - g) Approve Massage Therapist License-Vicki Marrs
 - h) Approve Permit Fee Waiver for Chamber Easter Egg Hunt
 - i) Hidden Creek Development Agreement Amendment-Abbi Wittman

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

7. Regular Agenda (Action Items)
 - a) Public Hearing-Liquor License Violations-Amanda Johnson
 - b) Accept Donation from Orval Freiler Donation, Resolution No 03-11-24-01-Kristina Handt
 - c) Accept Donation from Forest Lake Lions for Scam Class and Presentation, Resolution No 03-11-24-02-Kristina Handt
 - d) Cellular Land Lease at 843 4th St SW-Amanda Johnson
 - e) Public Safety Dollar Expenditures-Rick Peterson/Alan Newman
8. Discussion
 - a) Parks Discussion Preview-Dave Adams
 - b) Washington County Environmental Center – TH 61 & Headwaters Parkway Intersection – Signal Pole Color Discussion-Ryan Goodman
9. Staff Updates
10. Mayor and City Council Updates
11. Closed Session pursuant to Minn. Stat. 13D.05, subd 3(b) for a confidential attorney-client discussion regarding threatened litigation re contract dispute with Taylor West contract for the Downtown Stormwater BMP's 0N1.126684.
12. Adjourn

03/06/2024 02:11 PM
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Vendor Code	Vendor Name		
Inv. Date	Invoice	Description	Amount
10007	A-1 TIRE SERVICE		
02/28/2024	94913	2012 CHEVROLET TAHOE - NOKIAN OUTPOST NAT & TPMS RUBBER VALVE STEM & MOUNT/BALANCE 60 SERIES	1,303.10
02/28/2024	94958	2012 CHEVROLET TAHOE - INTERSTATE BATTERY	471.40
TOTAL FOR: A-1 TIRE SERVICE			1,774.50
10015	ABM EQUIPMENT & SUPPLY LLC		
02/23/2024	0177468-IN	FURNISH AND INSTALL STELLAR EC5000 CRANE AND ACCESSORIES ON CUSTOMER SUPPLIED CHASSIS	26,191.00
02/23/2024	0177469-IN	FURNISH AND INSTALL A BRAND FX BFXB-60DLS BODY ON CUSTOMER SUPPLIED CHASSIS	31,443.40
TOTAL FOR: ABM EQUIPMENT & SUPPLY LLC			57,634.40
10102	AMERICAN IMPORTS		
12/26/2023	42313	SQUAD - 2012 BATTERY REPLACEMENT	306.17
02/20/2024	43000	SQUAD 2319 - CHANGE OIL & TIRE ROTATION	87.08
TOTAL FOR: AMERICAN IMPORTS			393.25
10120	ANCOM COMMUNICATIONS INC		
02/29/2024	120125	LOW PROFILE 800 MHZ ANTENNA	119.10
TOTAL FOR: ANCOM COMMUNICATIONS INC			119.10
10174	ASPEN MILLS		
02/29/2024	329042	C. MCCULLOUGH - BADGE FOREST LAKE FIRE - CUSTOM SILVER SHIRT SIZE & EB PANT PLAIN POLY/COTTON DARK	358.35
TOTAL FOR: ASPEN MILLS			358.35
10185	AT & T MOBILITY		
01/11/2024	287284342696X01192	AT & T MOBILITY - JANUARY 2024	404.86
TOTAL FOR: AT & T MOBILITY			404.86
14059	BENEFIT EXTRAS INC		
02/20/2024	02202024	SETTLE PURCHASE	186.02
TOTAL FOR: BENEFIT EXTRAS INC			186.02
14080	BEST OIL COMPANY		
02/13/2024	52783	2003.000 GAL AV GAS - MN AV & JET	10,739.40
TOTAL FOR: BEST OIL COMPANY			10,739.40
14258	BLUEBEAM INC		
02/27/2024	1858712	SUBSCRIPTION RENEWAL: REVU - RENEWAL REVU STANDARD WITH MAINTENANCE TO SUBSCRIPTION COMPLETE UPGRADE	238.00
TOTAL FOR: BLUEBEAM INC			238.00

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14128	BOLTON & MENK INC		
02/23/2024	0330623	2022 LS & FM IMPROVEMENTS	6,730.75
02/23/2024	0330624	2023 LOCAL STREET IMPROVEMENTS	936.00
02/23/2024	0330625	2024 ANNUAL REVIEWS	616.00
02/23/2024	0330626	2024 LOCAL ST IMPROVEMENT	38,758.00
02/23/2024	0330627	CSAH 32 PEDESTRIAN & STREET	3,520.00
02/23/2024	0330628	CSAH 33 SAFETY IMPROVEMENTS	1,408.00
02/23/2024	0330629	EUREKA AVENUE IMPROVEMENTS	52,728.06
02/23/2024	0330633	GENERAL ROUTINE ENGINEERING	2,500.00
02/23/2024	0330636	HIDDEN CREEK	5,901.00
02/23/2024	0330637	MS4 ANNUAL PROGRAM ASSISTANCE	840.00
02/23/2024	0330638	CULVERS - SITE DEVELOPMENT	176.00
02/23/2024	0330640	WASHINGTON COUNTY NORTHERN ENVIRONMENTAL-SITE DEVELOPMENT	2,284.00
02/23/2024	0330641	WYNCO DENTAL CLINIC - SITE DEVELOPMENT	2,350.00
02/23/2024	0330642	STORMWATER MODELING UPDATES	4,912.50
02/23/2024	0330643	STORMWATER SERVICES	436.00
02/23/2024	0330644	TH 97 IMPROVEMENT PROJECT	4,224.00
02/23/2024	0330645	WTP 4 CONSTRUCTION	24,031.50
TOTAL FOR: BOLTON & MENK INC			152,351.81
14159	BRIDGE TOWER MEDIA		
02/22/2024	745676589	2024 STREET PAVEMENT MAINTENANCE PROJECT	299.88
TOTAL FOR: BRIDGE TOWER MEDIA			299.88
14186	BRUCE'S FOODS INC		
02/20/2024	0122 02-20-24	GATORADE	23.58
TOTAL FOR: BRUCE'S FOODS INC			23.58
18024	CARGILL INC		
02/22/2024	2909232931	KD CRSE SO BULK NSF 60 - 49,960.00 LB	6,563.74
TOTAL FOR: CARGILL INC			6,563.74
18077	CENTURY LINK		
02/01/2024	FEBRUARY 2024	SENIOR CENTER TELEPHONE - FEBRUARY 2024	143.77
TOTAL FOR: CENTURY LINK			143.77
18090	CHARLOTTE ANN NIELSEN		
03/06/2024	FL24001816	CASHIERS CHECK REIMBURSEMENT	37,160.27
TOTAL FOR: CHARLOTTE ANN NIELSEN			37,160.27
18305	CHASE PAYMENTECH		
02/02/2024	SERVICES022024	SERVICE FEE PAYMENTS-FEBRUARY UB	883.03
TOTAL FOR: CHASE PAYMENTECH			883.03
18113	CINTAS CORPORATION		
02/19/2024	4183818250	UNIFORM & CLOTHING - M.WELSH	73.76
02/26/2024	4184537166	UNIFORM & CLOTHING - M.WELSH	73.76
TOTAL FOR: CINTAS CORPORATION			147.52
18181	CONNEXUS ENERGY		
01/30/2024	JANUARY 2024	JANUARY 2024 ENERGY BILLING	2,446.51
01/30/2024	JANUARY 2024-3	JANUARY 2024-3 ENERGY BILL	17.00
TOTAL FOR: CONNEXUS ENERGY			2,463.51

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18292	COREY MURPHY		
02/20/2024	REIMB 2024	MILEAGE FOR CONTINUING EDUCATION TRAINING	202.34
TOTAL FOR: COREY MURPHY			202.34
MISC-UB	CRAIG SETTEM		
03/01/2024	7101861	WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	200.00
TOTAL FOR: CRAIG SETTEM			200.00
18230	CRYSTEEL TRUCK EQUIPMENT		
02/28/2024	FP195086	CYLINDER, 4X14, DA, NIT, Z-SEAL & SEAL KIT	1,456.94
02/29/2024	FP195099	CYLINDER, 4X14, DA, NIT, Z-SEAL	1,251.94
TOTAL FOR: CRYSTEEL TRUCK EQUIPMENT			2,708.88
22040	DAVID D. DREWS		
03/01/2024	FEBRUARY 2024	CLEANING SERVICES FOR FEBRUARY 2024 FL SENIOR CENTER	850.00
TOTAL FOR: DAVID D. DREWS			850.00
MISC-UB	DENNIS J LINDHOLM		
03/01/2024	7100304	WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	250.00
TOTAL FOR: DENNIS J LINDHOLM			250.00
22128	DVS RENEWAL		
02/27/2024	EHC927	2020 FORD XPL - EXPIRES MARCH 2025	16.25
TOTAL FOR: DVS RENEWAL			16.25
26004	EARL F ANDERSEN - DIVISION OF SAFET		
02/22/2024	0135422-IN	36X9 DG3 WHT/GRN EXTRUDED STREET ID & 42X9 DG3 WHT/GRN EXTRUDED STREET ID	176.80
TOTAL FOR: EARL F ANDERSEN - DIVISION OF SAFET			176.80
26013	ECM PUBLISHERS INC		
02/15/2024	985824	MARCH 25 PH MNPOT PROJECT 8201	31.80
02/15/2024	985825	ORDINANCE 734 - 2024 FEE SCHEDULE	29.15
02/22/2024	986793	2024 STREET PAVEMENT MAINT BID	211.40
02/23/2024	986996	BUSINESS CARDS - K. CARLSON & C. EMANS	117.69
TOTAL FOR: ECM PUBLISHERS INC			390.04
26036	ELECTRO WATCHMAN INC		
02/27/2024	240200634	RENEWAL OF ANNUAL S2 NETBOX SUSP SUPPORT AGREEMENT	3,656.33
TOTAL FOR: ELECTRO WATCHMAN INC			3,656.33
30003	FAIRVIEW HEALTH SERVICES		
02/11/2024	40159513	ER VISIT & RADIOLOGY - [REDACTED]	1,942.00
02/22/2024	75000549	PHYSICAL EXAM - [REDACTED]	539.00
TOTAL FOR: FAIRVIEW HEALTH SERVICES			2,481.00
30013	FASTENAL COMPANY		
02/27/2024	MNTC3229408	M18COMPACT HEAT GUN & 18VREDLITHXCBATTERY & 48-59-1812BATCHARGER	390.96
TOTAL FOR: FASTENAL COMPANY			390.96

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30041	FIRE SAFETY USA INC		
02/22/2024	183339	ENGINE 1 - PUMP LEAKING WATER AT LAST FIRE & RAN PUMP AND FOUND SEVERAL LEAKS	1,580.50
02/22/2024	183342	ENGINE 1 - DRAIN TANK PAST TANK FILL & OPEN PUMP PANEL, REMOVED VALVE ELECTRICAL AND REMOVED VALVE	766.00
02/22/2024	183346	ENGINE 3 - PUMP CONTINUES TO LEAK WATER OUT OF DRAIN WHEN ALL VALVES ARE CLOSED	911.00
02/22/2024	183347	RESUCE 1 - FABRICATE PLATE FOR BREATHING AIR COMPRESSOR CONTROL PANEL	380.25
TOTAL FOR: FIRE SAFETY USA INC			3,637.75
30073	FOREST LAKE ACE HARDWARE		
02/16/2024	63815/3	SPRYPNT 2X SAT GRANITE & FASTENERS	13.21
02/23/2024	63839/3	CONN WIRE AQUA BL/OR CD6 & LED DIM ST19 SW 60W 2PK & FASTENERS	19.55
02/28/2024	63862/3	SPRYPNT 2X GLS WINTR GRY	15.98
TOTAL FOR: FOREST LAKE ACE HARDWARE			48.74
30074	FOREST LAKE AREA CHAMBER OF COMMERCE		
02/19/2024	2366	EASTER BY THE LAKE (SPONSORSHIP)	650.00
TOTAL FOR: FOREST LAKE AREA CHAMBER OF COMMERCE			650.00
30098	FOREST LAKE PRINTING		
02/21/2024	20017	FLPD ENGRAVED LOCKER PLATES, 2-1/2" X 1" BLACK BRASS, 2 EACH #429	37.00
02/23/2024	20036	FLPD - BUSINESS CARDS - 3.5" X 2", 4/4, 12PT C1S KROMEKOTE COVER - 500/EA. OF 5 NAMES	278.25
02/27/2024	20045	FLPD RETIREMENT PLAQUE, B. PETERSON, 8X10 WALNUT, GOLD ALUMINUM	79.25
TOTAL FOR: FOREST LAKE PRINTING			394.50
30117	FOURSOME GOLF MANAGEMENT GROUP LLC		
02/08/2024	2023 MGMT SRVS	2023 REIMBURSEMENT MANAGEMENT SERVICES - CASTLEWOOD GOLF COURSE	39,396.66
TOTAL FOR: FOURSOME GOLF MANAGEMENT GROUP LLC			39,396.66
34075	GRAINGER INC		
02/23/2024	9031356190	AIR RELEASE VALVE, FNPT, 1 X 1/2, CI	565.96
02/26/2024	9031960553	GASKET, FULL FACE, 2 IN, NEOPRENE, BLACK	16.08
02/28/2024	9035027318	AIR RELEASE VALVE, FNPT, 1/2 X 1/2, CI & LL BRASS BALL VALVE, INLINE, FNPT, 1/2 IN	150.29
TOTAL FOR: GRAINGER INC			732.33
34108	GUARDIAN SUPPLY LLC		
02/26/2024	17572	BODY ARMOR - M. KARNES	1,527.00
TOTAL FOR: GUARDIAN SUPPLY LLC			1,527.00
38004	HACH COMPANY		
02/21/2024	13931173	FERROVER IRON ACCUVAC, PK/25 & REAGENT SET, MANGANESE LR 25ML & DPD TOT CHLORINE ACCUVAC, PK/25	1,122.08
TOTAL FOR: HACH COMPANY			1,122.08
38044	HAWKINS INC		
02/20/2024	6695044	HYDROFLUOSILICIC ACID & LPC-4 & SODIUM HYDROXIDE 50% DIAPHRAGM & CHLORINE - EPA REG. NO. 7870-2	8,646.79
TOTAL FOR: HAWKINS INC			8,646.79

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38049	HEALTH PARTNERS		
01/31/2024	CLAIMS01312024	HPAI SELF INSURED CLAIMS 15657 - JANUARY 2024	2,388.19
02/07/2024	CLAIMS02072024	HPAI SELF INSURED CLAIMS 15657 - FEBRUARY 2024	1,333.08
02/14/2024	CLAIMS02142024	HPAI SELF INSURED CLAIMS 15657 - FEBRUARY 2024	519.19
02/21/2024	CLAIMS02212024	HPAI SELF INSURED CLAIMS 15657 - FEBRUARY 2024	209.66
02/01/2024	PREMIUM022024	HEALTH PARTNERS PREMIUM - FEBRUARY 2024	1,149.12
TOTAL FOR: HEALTH PARTNERS			5,599.24
42005	IEDITWEB INC		
02/26/2024	01010854	SENIOR CENTER HOSTING WEBSITE 02/26/24 - 03/25/24	39.95
TOTAL FOR: IEDITWEB INC			39.95
42050	INVOICE CLOUD INC		
01/31/2024	2468-2024_1	UTILITY BILLING PAYMENT FEES - JANUARY 2024	4,744.33
TOTAL FOR: INVOICE CLOUD INC			4,744.33
45009	JAMES MCARTHUR		
02/03/2024	REIMB 2024	PRINCIPALS OF LEADERSHIP - LUNCH	15.00
TOTAL FOR: JAMES MCARTHUR			15.00
MISC-UB	JANN HEYEN		
03/01/2024	7116433	UB refund for account: 7116433 *UB refund for account: 7116433	43.56
TOTAL FOR: JANN HEYEN			43.56
MISC-UB	JOHN & PAMELA PALOMINO		
03/01/2024	7101432	WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	450.00
TOTAL FOR: JOHN & PAMELA PALOMINO			450.00
49141	KATIE SMITH		
02/29/2024	REIMB 2024	MILEAGE REIMBURSEMENT FOR TRIPS TO THE BANK FOR JANUARY & FEBRUARY	5.49
TOTAL FOR: KATIE SMITH			5.49
MISC-UB	KEVIN & JESSICA ROMERO		
03/01/2024	7113936	UB refund for account: 7113936 *UB refund for account: 7113936	200.00
TOTAL FOR: KEVIN & JESSICA ROMERO			200.00
53054	LEAGUE OF MINNESOTA CITIES		
02/22/2024	401072	2024 CITY DAY ON THE HILL - K. HANDT & H. VALENTA	250.00
TOTAL FOR: LEAGUE OF MINNESOTA CITIES			250.00
53160	LRS PORTABLES LLC		
02/08/2024	MP244444	BELTZ PARK - 720 11TH AVE SE & TOWER PARK - 843 4TH ST SW *TAX WAS TAKEN OF INVOICE SO IT WAS SHORT PAID - KJC	123.22
TOTAL FOR: LRS PORTABLES LLC			123.22
MISC-UB	MARDELL NIELSEN		
03/01/2024	7116446	UB refund for account: 7116446 *UB refund for account: 7116446	47.58
TOTAL FOR: MARDELL NIELSEN			47.58

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57106	MENARDS		
02/16/2024	27538	1 GANG WP BLANK COVER & GORILLA GLUE CLEAR	16.08
02/16/2024	27573	RETURN OF 1 GANG WP BLANK COVER	(6.80)
02/27/2024	28241	3/8"X50' TWIS POLYPRO & CLOROX BLEACH FOAMER 30OZ	12.68
02/28/2024	28339	5PK COMP UNION 1/2"	9.99
02/28/2024	28342	5PK 5/8 COMPRESSION UNION	23.99
TOTAL FOR: MENARDS			55.94
57410	MERCHANT BANK FEES		
02/02/2024	FEE020224	MERCH SERV BANKCRD FEES-FEBRUARY 2024	64.10
TOTAL FOR: MERCHANT BANK FEES			64.10
57123	METRO SALES INC		
02/16/2024	INV2467215	RICHO/IM C3000 C45000 C6000 COLOR COPIES	1,228.68
TOTAL FOR: METRO SALES INC			1,228.68
57158	MIDCONTINENT COMMUNICATIONS		
01/02/2024	14014890113786	AIPORT PHONE JANUARY 2024	164.09
02/02/2024	14014890113843	AIPORT PHONE FEBRUARY 2024	164.09
TOTAL FOR: MIDCONTINENT COMMUNICATIONS			328.18
57166	MIDWESTONE BANK		
02/09/2024	HSA 2024	HEALTH SAVINGS ACCOUNT RETIREE 2024	4,150.00
01/31/2024	PP012024	POSITIVE PAY MONTHLY FEE-JANUARY	51.60
02/29/2024	PP022024	POSITIVE PAY MONTHLY FEE-FEBRUARY	48.70
02/05/2024	RI022024	RETURN ITEM FEE	8.00
02/09/2024	RI022024	RETURN ITEM FEE	8.00
01/24/2024	WIREFEE012024	WIRE TRANSFER FEE	10.00
TOTAL FOR: MIDWESTONE BANK			4,276.30
57176	MINERAL SERVICES PLUS LLC		
03/01/2024	PAY REQUEST 2	CONTRACTOR'S PAY REQUEST #2 - WELL 6 & 7 IMPROVEMENTS	308,201.88
TOTAL FOR: MINERAL SERVICES PLUS LLC			308,201.88
57405	MINGER CONSTRUCTION CO., INC		
02/27/2024	PAY REQUEST 14	CONTRACTOR'S PAY REQUEST #14 - 2022-2023 LS & FM PROJECT	160,341.97
TOTAL FOR: MINGER CONSTRUCTION CO., INC			160,341.97
57204	MINNESOTA DEPARTMENT OF HEALTH		
02/26/2024	01/01/24-03/31/24	QUARTERLY COMMUNITY WATER SUPPLY SERVICE	10,427.00
TOTAL FOR: MINNESOTA DEPARTMENT OF HEALTH			10,427.00
57264	MINNESOTA VALLEY TESTING LABS		
02/16/2024	1239972	COLIFORM, MF - WATER	151.25
TOTAL FOR: MINNESOTA VALLEY TESTING LABS			151.25
MISC-UB	MNHOME SPOT, INC		
03/04/2024	7114012	UB refund for account: 7114012 *UB refund for account: 7114012	45.61
TOTAL FOR: MNHOME SPOT, INC			45.61

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57411	MORRIE'S FOREST LAKE CHEVROLET		
02/14/2024	131642	OIL CHANGE & TIRE ROTATION FOR 2021 CHEVY TAHOE SQUAD 2107	118.03
TOTAL FOR: MORRIE'S FOREST LAKE CHEVROLET			118.03
57296	MOTOROLA SOLUTIONS INC		
02/09/2024	8281816803	APX6000 700/800 MODEL 2.5 PORTABLE & Q58AL - ENH:APX6000XE RUGGED RADIO	15,006.72
02/16/2024	8281821883	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	337.50
02/23/2024	8281826638	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	287.28
TOTAL FOR: MOTOROLA SOLUTIONS INC			15,631.50
57311	MUNICIPAL BUILDERS INC		
03/01/2024	PAY REQUEST 22	CONTRACTOR'S PAY REQUEST #22 - WTP4	316,702.58
TOTAL FOR: MUNICIPAL BUILDERS INC			316,702.58
61007	NAPA AUTO PARTS		
02/21/2024	197189	2YR WTY BAT	130.12
02/21/2024	197210	HYD HOSE ADAPTERS	21.36
02/22/2024	197288	HYD HOSE FITTINGS	116.00
02/27/2024	197906	CONVMOTOROIL & BRAKE PARTS CLEANER	25.61
02/27/2024	197940	BLUE DEF 2.5 GAL & VAL TOOL & PROSTRENGTH DEGREASER	41.20
02/28/2024	198014	12V 4000A LITH JUMP	269.00
02/28/2024	198144	BAT BOLT & HOLD DOWN	13.89
TOTAL FOR: NAPA AUTO PARTS			617.18
61120	NATE MOATS		
02/17/2024	REIMB 2024-2	MILEAGE FOR ICC TRAINING	177.55
TOTAL FOR: NATE MOATS			177.55
61045	NICHOLAS ACKER		
02/27/2024	REIMB 2024	THE ART OF READING SMOKE 02/01 & PRINCIPALS OF LEADERSHIP 02/03 - LUNCH	30.00
TOTAL FOR: NICHOLAS ACKER			30.00
65019	OLSON'S SEWER SERVICE INC		
02/15/2024	102780	SNOWPLOWING AT 95 EAST BROADWAY WITH THE BOBCAT & CAT	987.25
TOTAL FOR: OLSON'S SEWER SERVICE INC			987.25
65002	O'REILLY AUTO PARTS		
02/27/2024	1517-239024	STARTER & CORE CHARGE	230.15
TOTAL FOR: O'REILLY AUTO PARTS			230.15
69054	PERFORMANCE PLUS LLC		
02/13/2024	123966	MEDICAL EXAMINATION & MASK FIT & PSA & LABS	5,693.00
02/16/2024	123971	MEDICAL EXAMINATION - [REDACTED]	302.00
TOTAL FOR: PERFORMANCE PLUS LLC			5,995.00
69086	PITNEY BOWES GLOBAL FINANCIAL SERVI		
02/09/2024	3106523663	SENDPRO C SERIES - VERSION 4 LEASING CHARGES DEC 30, 2023 - MAR 29, 2024	192.30
TOTAL FOR: PITNEY BOWES GLOBAL FINANCIAL SERVI			192.30

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INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
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Vendor Code	Vendor Name		
Inv. Date	Invoice	Description	Amount
69178	PLAN IT SOFTWARE LLC		
02/20/2024	24PLAIN-IT-1202	PLAN-IT! CAPITAL PLANNING SOFTWARE	2,500.00
TOTAL FOR: PLAN IT SOFTWARE LLC			2,500.00
74020	RAPID PRESS		
02/27/2024	74258	SENIOR CENTER NEWSLETTER - MARCH/APRIL 2024	299.70
TOTAL FOR: RAPID PRESS			299.70
78019	SALES TAX MN DEPT REVENUE EFT		
01/31/2024	013124	JANUARY 2024 SALES TAX	6,270.00
TOTAL FOR: SALES TAX MN DEPT REVENUE EFT			6,270.00
MISC-UB	SCOTT KIRCHER		
03/01/2024	7100544	WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	200.00
TOTAL FOR: SCOTT KIRCHER			200.00
MISC-UB	SHAWN LEKO		
02/26/2024	7112247	UB refund for account: 7112247 *UB refund for account: 7112247	89.99
TOTAL FOR: SHAWN LEKO			89.99
78101	SHRED-IT USA		
02/25/2024	8006322809	SHREDDING SERVICES FOR FEBRUARY 2024	463.98
TOTAL FOR: SHRED-IT USA			463.98
78136	SOURCEWELL		
02/29/2024	02292024	RETIREE HEALTH INSURANCE-FEBRUARY 2024	3,237.91
TOTAL FOR: SOURCEWELL			3,237.91
78176	STAPLES INC		
02/16/2024	3559774872	BIC WITE-OUT QUICK DRY 2PK & POST-IT FLAGS ORANGE	73.25
02/21/2024	3560071315	2PK & POST-IT BLUE TAPE FLAG 2PK & HOLDER,BUS CARD FOLGERS CLASSIC 25.9OZ 6CT & CHOCK FULL O NUTS	167.38
02/22/2024	3560128225	COFFEE 30.5 SWIFFER WETJET REFILL 24CT & SWIFFER WJ SK ECOMM &	124.08
02/22/2024	3560128226	SWIFFER SOLUTION FRESH C & SWIFFER SOLUTION GAIN EASYCLEAN DRYERASE MOB EASEL S & SPLS	285.81
02/27/2024	3560487676	FLIPCHART/EASEL ALUM NO KNEES FLOOR SCRUB	76.69
TOTAL FOR: STAPLES INC			727.21
MISC-UB	TERRENCE & CAROL GOTT		
03/01/2024	7101976	WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	200.00
TOTAL FOR: TERRENCE & CAROL GOTT			200.00
82123	TK ELEVATOR CORPORATION		
03/01/2024	3007775805	GOLD - FULL MAINTENANCE - WITH PHONE MONITORING 03/01/24 - 05/31/24	619.98
TOTAL FOR: TK ELEVATOR CORPORATION			619.98
MISC-UB	TROY STANTON		
02/23/2024	7113571	UB refund for account: 7113571 *UB refund for account: 7113571	29.11
TOTAL FOR: TROY STANTON			29.11

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Vendor Code	Vendor Name		
Inv. Date	Invoice	Description	Amount
86001	ULINE, INC		
02/26/2024	174882760	GOJO® PREMIUM LOTION SOAP REFILL BOX - 800ML & ULINE DELUXE TOILET TISSUE & ULINE DELUXE PAPER TOWELS	1,578.22
02/27/2024	174943976	ULINE INDUSTRIAL TRASH LINERS - 55-60 GALLON, 2 MIL, CLEAR	1,083.06
TOTAL FOR: ULINE, INC			2,661.28
88017	VERIZON WIRELESS		
03/02/2024	9956315438	VERIZON WIRELESS JAN 11 - FEB 10 2024	3,454.31
TOTAL FOR: VERIZON WIRELESS			3,454.31
88025	VIKING INDUSTRIAL CENTER		
02/28/2024	3284395	5/8-11 X 3 HEX TAP BOLT ZINC & 5/8-11 HEX NUT ZINC & 5/8 USS FLAT WASHER ZINC	179.31
TOTAL FOR: VIKING INDUSTRIAL CENTER			179.31
90075	WEX BANK		
02/25/2024	95270277	PUBLIC WORKS MOTOR FUEL - FEBRUARY 2024	4,270.85
02/25/2024	95270625	FIRE MOTOR FUEL - FEBRUARY 2024	1,329.33
02/25/2024	95270671	POLICE MOTOR FUEL - FEBRUARY 2024	3,244.91
TOTAL FOR: WEX BANK			8,845.09
MISC-UB	WILLIAM & TASHA MACY		
03/01/2024	7113810	WATER CONSERVATION REBATE *WATER CONSERVATION REBATE	450.00
TOTAL FOR: WILLIAM & TASHA MACY			450.00
90100	WINNICK SUPPLY INC		
02/28/2024	038364	1" X 4" BRASS NIPPLE & 1/2" X 2" BRASS NIPPLE & 1/2" X 4" BRASS NIPPLE & 1/2" BALL VALVE FULL PORT	74.66
TOTAL FOR: WINNICK SUPPLY INC			74.66

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Vendor Code	Vendor Name		
Inv. Date	Invoice	Description	Amount
94003	XCEL ENERGY		
01/03/2024	859472814	51-0012039653-5/4938 HEADWATERS PKWY	34.21
01/08/2024	860031648	51-8383920-1 ~ 5515 - 206TH ST -PARK WELL	199.80
01/08/2024	860043762	51-9849041-6 ~ 20500 FOREST RD N U#1-AIRPORT	66.30
01/09/2024	860146217	51-0239654-5 ~ 797 WEST BROADWAY AVE-ELEC	41.45
01/09/2024	860146274	51-0239647-6 ~ 1198 W BROADWAY AVE-TRAFFIC	54.41
01/09/2024	860150923	51-0239656-7 ~ 795 WEST BROADWAY AVE-ELEC	39.74
01/09/2024	860212120	51-5193666-6 ~ CITY GARAGE	1,417.20
01/09/2024	860214835	51-5193669-9 ~ 777 4TH ST SW RINK & WARMING HOUSE	347.91
01/09/2024	860217908	51-5193668-8 ~ 720 - 11TH AVE SE-ICE	97.91
01/09/2024	860327855	51-0013971904-6 ~ 6195 210TH ST N	28.51
01/09/2024	860336631	51-0013429969-4 ~ 767 4TH ST SW	901.82
01/10/2024	860363968	51-0239648-7 ~ 775 WEST BROADWAY AVE-ELEC	44.52
01/10/2024	860364753	51-0239645-4 ~ 777 WEST BROADWAY AVE-ELEC	40.48
01/10/2024	860365746	51-0239659-0 ~ 1493 W BROADWAY AVE-TRAFFIC	77.87
01/10/2024	860370091	51-0677908-0 ~ 20066 FERN GLEN LN N-STREET	30.65
01/10/2024	860371162	51-0677899-8 ~ 20010 FERN GLEN LN N-STREET	25.04
01/10/2024	860411102	51-5193678-0 ~ FISH BARRIER	75.13
01/10/2024	860413230	51-5193667-7 ~ BEACH HOUSE	248.99
01/10/2024	860415149	51-4372874-7 ~ 406 15TH ST SW-LIFT	306.26
01/10/2024	860422981	51-5193665-5 ~ 49 LAKE ST N-STREET	7,172.33
01/10/2024	860423040	51-5193661-1 ~ GOVMNT BLDG	1,033.47
01/10/2024	860428143	51-5193670-2 ~ 456 3RD ST NW-PUMP	1,808.50
01/10/2024	860432599	51-7342887-2 ~ 5295 SCANDIA TR N-TRAFFIC	35.16
01/10/2024	860437987	51-5193673-5 ~ 1850 8TH ST SE - WTP	577.22
01/10/2024	860456802	51-8919722-8 ~ 208 8TH ST NW - TOWER	394.28
01/10/2024	860457854	51-8216739-7 ~ 4855 SCANDIA TR N - TRAFFIC	36.74
01/10/2024	860462344	51-0010258367-0 ~ 20116 FERN GLEN CT N - STREET	14.39
01/10/2024	860464143	51-9828587-1 ~ 97 BROADWAY AVE W - TRAFFIC	208.62
01/10/2024	860473574	51-9753120-9 ~ 1601 11TH AVE SW-BRIDGE	85.03
01/10/2024	860479466	51-0011646952-3 ~ 1872 FOREST BLVD	13.77
01/10/2024	860494488	51-0012332089-3 ~ 204 LAKE STREET N UNIT-TRAFFIC	28.07
01/10/2024	860500778	51-0010257806-0 ~ 20187 FERN GLEN BLVD N-S	20.54
01/10/2024	860505587	51-0013956827-0 ~ 7060 SCANDIA TRL N	491.78
01/10/2024	860515685	51-0012384369-1 ~ 7865 SCANDIA TRL N	38.43
01/10/2024	860533241	51-0013225636-0 ~ 6358 SCANDIA TRL N	17.85
01/10/2024	860539276	51-0010257805-9 ~ 20126 FERN GLEN CT N-STR	15.77
01/10/2024	860554445	51-0014133698-0 ~ 220 5TH ST NW	69.84
01/11/2024	860563401	51-0239658-9 ~ LIFT STATIONS	240.74
01/11/2024	860567556	51-0830223-8 ~ 6728 NORTH SHORE TRL N-ELEC	14.97
01/11/2024	860623095	51-4770834-3 ~ 21640 HARROW AVE N	196.03
01/11/2024	860667673	51-8829533-8 ~ 21036 KAROLINE CT N-LIFT	42.60
01/11/2024	860694364	51-0013131153-7 ~ 10100 SCANDIA TRL N	31.47
01/11/2024	860736841	51-0014003458-5 7686 NORTH SHORE CIR LIFT STATION	32.92
01/11/2024	860749554	51-0014224434-5 ~ 21228 KIEBLER CT N	45.90
01/11/2024	860752480	51-0014133727-6 ~ 23845 GRANADA AVE N LIFT STATION	35.47
01/11/2024	860774900	51-0014644299-0 ~ 9597 NORTH SHORE TRL N UNIT-LIFT STATION	94.47
01/11/2024	860830555	51-5193671-3 ~ PUBLIC WORKS FACILITY	845.38
01/16/2024	861060396	51-5193679-1 ~ AIRPORT	33.07
01/16/2024	861172520	51-5193669-9 ~ 777 4TH ST SW RINK & WARMING HOUSE	9.33
01/17/2024	861267047	51-5193677-9 ~ LIFT STATIONS	3,530.73
01/17/2024	861277578	51-5193674-6 ~ LIFT STATIONS	398.72
01/17/2024	861292382	51-5193663-3 ~ TRAFFIC SIGNALS	215.02
01/09/2024	861833294	51-5193676-8 ~ 1850 8TH ST SE & 65 3RD AVE NW WTP	6,666.36
01/22/2024	861877880	51-5193672-4 ~ LIFT STATIONS	349.12
02/09/2024	864547163	51-0010746167-3/CITY CENTER	3,542.86
TOTAL FOR: XCEL ENERGY			32,465.15

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TOTAL - ALL VENDORS			1,239,451.94



City Council

Workshop

~ Minutes ~

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

Tuesday, February 20, 2024

6:30 PM

City Center – Community Room

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	Late
Blake Roberts	Councilmember	Present	

3. Pledge of Allegiance

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

5. UTV/Golf Carts on City Roads Discussion

Captain Weiss introduced the topic by saying he had been approached by a resident about golf carts on city streets. It was noted that lots of cities allow golf carts on roads so we wouldn't have to reinvent the wheel to allow them in Forest Lake. Public safety staff noted that UTV/ATV may be more difficult as not as widely allowed in MN. Concern was expressed about noise levels of UTV/ATV in the more urban neighborhoods. Issues such as licensing, insurance timing, age and other safety details would be laid out in ordinance and mirror state law where appropriate. Three members of the public spoke in favor of allowing UTV/ATVs on city streets citing examples from North Branch, Wyoming and Wisconsin. The council directed staff to review other cities' ordinances for golf carts and UTVs and bring back for further discussion by the City Council.

6. Public Safety Dollars Discussion

Council Member Erickson arrived during this agenda item. Director Knopik introduced the public safety dollars discussion noting the amount the city received in December was a one time appropriation from the legislature. Chief Newman handed out a prioritized list of possible uses of the funds for the fire dept noting 20% of most of the projects would be funded by the City of Columbus. Chief Peterson provided a list of possible uses of the funds for the police department. Staff was asked to explain why retention bonuses weren't included in the list given this is a one time opportunity to do something like that whereas past funding opportunities allowed for a lot of equipment to be purchased. Staff asked for direction from council on top priorities identified for 2024 and if those could move forward in the process while still retaining about half the funds for



City Council

Workshop

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Tuesday, February 20, 2024

6:30 PM

City Center – Community Room

further discussion about bonuses or other uses. Council was amendable to this. Discussion at future meetings will include the use of funds for bonuses and the other items identified.

7. Discussion on Work Session Recordings

There was discussion about finding a way to have work sessions recorded so those not able to attend in person could hear the same info. Previous attempts upstairs had resulted in difficult audio. Council would like to retain a more relaxed setting of sitting around a table rather than the dais. A consensus of the council was to change the work sessions so they could be recorded. Staff will work toward accomplishing this by the April work session.

8. Adjourn

Motion: Councilmember Valento made a Motion to Adjourn the Regularly Scheduled Council Workshop at 8:12 p.m. Motion seconded by Councilmember Erickson. Motion carried 5-0.



City Council

Regular Meeting

~ Minutes ~

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

Monday, February 26, 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	Absent	
Blake Roberts	Councilmember	Present	

3. Pledge of Allegiance

4. Approve the Agenda (Action)

Mayor Bain requested the following addition to the Agenda:

Item 8b – Accelerated Timeline for City Administrator Search

Motion: Mayor Bain made a Motion to Approve the Agenda as amended.

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

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.*

There were no comments.

There was a brief recess at 7:02 p.m. due to technical difficulties.

6. Consent Agenda Considerations (Action Items)

- Approve City Bills
- Approve Minutes from February 12, 2024 Regular Council Meeting
- Approve Suite Living formerly known as DigniCare – Letter of Credit Reduction No. 2
- Approve Hire of Public Works Operator
- Approve Hire of Police Sergeant

Motion: Councilmember Valento made a Motion to Approve the Consent Agenda Items 6.a. through 6.e.

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

7. Regular Agenda (Action Items)



City Council

Regular Meeting

~ Minutes ~

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

Monday, February 26, 2024

7:00 PM

City Center - Council Chamber

a) Westlake Preliminary Planned Unit Development Resolution 02-26-24-01 – Abbi Wittman

Community Development Director Wittman reviewed the Westlake Preliminary Planned Unit Development (PUD) proposal for a 9,600 square foot building with retail space north of the Northern Tool site. The applicant is requesting a concession of 83.4% impervious surface which is an increase from 80% as required by City Code. City Staff have confirmed that all stormwater needs will be accommodated on site. Additional easements will be required along 12th and 3rd Avenues to accommodate pedestrian amenities and City utilities.

A neighborhood meeting was held January 10, 2024, at which concerns were raised regarding noise and cut-through traffic. The property owner is reviewing ways to reduce cut-through traffic.

The Planning Commission reviewed the PUD request at their January 24, 2024, meeting and made a recommendation of approval which was not unanimous. A Commissioner expressed concern that the City should request additional easements. City Staff have done preliminary reviews related to the future expansion of Broadway Avenue and determined that the amount of right of way will not be an issue.

Community Development Director Wittman stated City Staff recommends City Council approval of the proposed PUD and related conditions. She added the property owner, Brian Holder, was present at the meeting and available for questions.

Councilmember Husnik stated the impervious surface issue shows how far behind the City is in the zoning process. Mayor Bain agreed.

Councilmember Roberts stated he attended the Planning Commission meeting at which the PUD was reviewed. He added it was a good discussion and the Commission worked through their concerns. He noted this is a great project and he appreciates the applicant's continued investment in Forest Lake.

Mayor Bain stated she is happy to see additional landscape and site improvements. She expressed her support for the project.

Brian Holder stated he is one of the owners of the shopping center. He expressed his appreciation for the City Council's support for this opportunity to transform a vacant lot into a development that will benefit the community.

Motion: Councilmember Roberts made a Motion to Adopt Resolution 02-26-24-01, Resolution Approving the Preliminary Planned Unit Development Plan for Westlake Shopping Center located at 119, 209, and 289 12th Street SW, subject to the six conditions as detailed in the staff report. Motion seconded by Councilmember Husnik. Motion carried 4-0.

b) Republic Services Residential Reuse and Recycling Contract Amendment – Krisina Handt



City Council

Regular Meeting

~ Minutes ~

1408 Lake Street South
Forest Lake, MN 55025
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Monday, February 26, 2024

7:00 PM

City Center - Council Chamber

Interim City Administrator Handt reviewed a proposed 5-year extension of the City's contract with Republic Services. She noted an amendment on page 4: the price increase is reflective of a 17.5% increase in the County's 2024 disposal rate.

Mayor Bain asked whether the City will continue to have updates on service and related data. A representative of Republic Services confirmed there will be no amendments to reporting.

Councilmember Roberts stated some community members have indicated they would prefer to have a choice. He noted that having one hauler is the best solution for the community.

Public Works Director Dave Adams stated large vehicles are damaging to the City's roads and multiple haulers would contribute to that damage. City Engineer Goodman agreed.

Councilmember Roberts asked whether there would be opportunities to educate the public about the County's 17.5% increase, either by City Staff or Republic. He added the timing is good, with the opening of the new environmental center. Mayor Bain agreed.

Motion: Councilmember Husnik made a Motion to Approve the amendment to the Comprehensive Residential Refuse and Recycling Collection Services Contract with Republic Services. Motion seconded by Councilmember Valento. Motion carried 4-0.

c) Board and Commission Appointments – Mara Bain

Mayor Bain recommended appointments to City Boards and Commissions as follows: Eric Langness to a six-year term on the EDA; and, Tim Stender and Jesse Wagner to three-year terms on the Planning Commission.

Motion: Councilmember Roberts made a Motion to Approve appointments as proposed by Mayor Bain. Motion seconded by Councilmember Valento. Motion carried 4-0.

d) Fenway Park Pickleball Crack-filling and Resurfacing – Dave Adams

Public Works Director Adams reviewed the proposed rehabilitation of the Fenway Park pickleball court, to crack fill and resurfacing. Some general maintenance may be conducted by the Public Works Department. The entire project will be under budget and the courts will be back in use in about 1 week, depending on weather conditions. He recommended City Council approval of the project.

Motion: Councilmember Valento made a Motion to Approve the approve the bid from Upper Midwest Athletic Construction for Fenway pickleball court resurfacing in the amount of \$18,870. Motion seconded by Councilmember Husnik. Motion carried 4-0.

8. Discussion

a) EDA Work Plan (2024-2025) – Abbi Wittman



City Council

Regular Meeting

~ Minutes ~

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Monday, February 26, 2024

7:00 PM

City Center - Council Chamber

Community Development Director Wittman reviewed the EDA's updated 2-year work plan, proposed goals, action steps and deliverables.

Councilmember Roberts asked whether the shoreline stabilization study will be shared with the City Council. Community Development Director Wittman agreed.

Councilmember Roberts asked whether the website will be regularly monitored. Community Development Director Wittman confirmed this, although there are few updates. She added City Staff has discussed the addition of development and investment updates to the website, as well as the City's website.

Councilmember Roberts stated a joint City Council/EDA meeting would be helpful before the plan is formally approved. He added he would like to review the question of selling City land. He noted joint working sessions have been helpful in the past.

Community Development Director Wittman stated a joint meetings could be scheduled to review policy and procedure development.

Mayor Bain agreed it would be helpful to have a joint workshop related to southwest area focus in 2024.

Council consensus was reached to schedule a joint work session with the EDA.

Councilmember Roberts asked for clarification regarding the timeframe for the business subsidy and TIF tax payment. Community Development Director Wittman stated business subsidy could be done at the end of 2nd quarter, along with TIF policy if consensus is reached between the City Council and EDA. She added there is a business assistance and TIF policy in place.

b) City Administrator Search – City Attorney Amanda Johnson

City Attorney Johnson stated City Staff have contacted DDA and they have agreed to an expedited process for Interim City Administrator Handt over the next few weeks.

Council consensus was reached to move forward with an expedited search process for the City Administrator position, to include interviews on March 14, 2024, at 3:30 p.m. followed by a community Q&A session and social gathering, with final decision of the City Council at a special meeting on March 18, 2024.

Councilmember Roberts asked how the expedited process will be communicated to the public. City Attorney Johnson stated a press release can be drafted, or the details can be posted on the City website, as well as Facebook. She added the City has a 30-day notice requirement in the interim.

Mayor Bain expressed appreciation for DDA's flexibility in this process.

9. Staff Updates

City Engineer Ryan Goodman gave the following update:



City Council

Regular Meeting

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Monday, February 26, 2024

7:00 PM

City Center - Council Chamber

- Bids open on February 20, 2024 for State Highway 33, moving the project forward for award and pre-construction
- Bids open March 8, 2024 for the 2024 streets pavement maintenance project
- Water efficiency grants will be awarded on June 30, 2024
- A public open house for Broadway Avenue will be held March 18, 2024 from 4:30-6:30 p.m.

Chief Peterson expressed his gratitude to Captain Greg Weiss who is retiring this week after 23 years of service to Forest Lake and 31 years of service in law enforcement. He added Captain Luke Hanegraaf is transitioning well. He noted there is a job opening and there will be another vacancy soon.

10. Mayor and City Council Updates

Councilmember Roberts expressed appreciation for Captain Weiss for his service to the community. He thanked Chief Peterson for his leadership through this process.

Councilmember Valento expressed congratulations to Captain Weiss as he enters this new chapter in his life. She stated the Cable Commission meeting was held last week at which finances and sustainability issues were reviewed.

Councilmember Husnik congratulated Captain Weiss on his retirement.

11. Adjourn

Motion: Councilmember Husnik made a Motion to Adjourn the Regularly Scheduled Council Meeting at 8:16 p.m.

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

**Office of Engineering**

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

March 1, 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. 22
Water Treatment Plant No. 4

Dear Mayor and Council:

We recommend the council approve Contractor's Pay Request No. 22 and pay \$316,702.58 to Municipal Builders, Inc. for the services and materials they provided on the above referenced project. The request includes a 2% reduction in retainage for achievement of substantial completion in accordance with the contract requirements. We are continuing to hold 3% retainage at this time.

Over the past month, the Contractor has performed startup and training of the new plant, including operation and checkouts of all process equipment, final testing and disinfection, and associated electrical and controls work. The new plant has been operational since the week of February 19th and is currently being operated on an intermittent basis in conjunction with the other water plants.

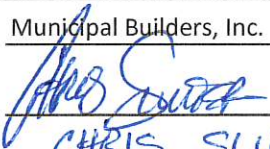
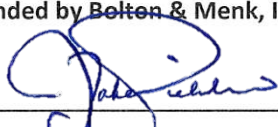
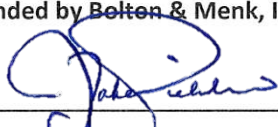
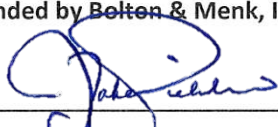
Please call me at 612-597-7140 if you have any questions or concerns regarding this Contractor's payment request.

Sincerely,

Ryan J. Goodman, P.E.
City Engineer

Enclosures: Contractor's Pay Request No. 22

Contractor's Application for Payment

Owner: <u>City of Forest Lake</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Municipal Builders, Inc.</u> Project: <u>Water Treatment Plan No. 4</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>N13.120880</u> Agency's Project No.: _____																																				
Application No.: <u>22</u> Application Date: <u>3/1/2024</u> Application Period: From <u>2/2/2024</u> to <u>3/1/2024</u>																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; text-align: right;">8,479,757.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">275,565.12</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">8,755,322.12</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">8,645,718.82</td> </tr> <tr> <td>5. Retainage</td> <td></td> <td></td> </tr> <tr> <td> a. <u>3%</u> X <u>\$ 8,645,718.82</u> Work Completed</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">259,371.56</td> </tr> <tr> <td> b. _____ X <u>\$ -</u> Stored Materials</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">259,371.56</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">8,386,347.26</td> </tr> <tr> <td>7. Less previous payments</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">8,069,644.68</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">316,702.58</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">109,603.30</td> </tr> </table>		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)	\$	8,645,718.82	5. Retainage			a. <u>3%</u> X <u>\$ 8,645,718.82</u> Work Completed	\$	259,371.56	b. _____ X <u>\$ -</u> Stored Materials	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	259,371.56	6. Amount eligible to date (Line 4 - Line 5.c)	\$	8,386,347.26	7. Less previous payments	\$	8,069,644.68	8. Amount due this application	\$	316,702.58	9. Balance to finish, including retainage (Line 3 - Line 4)	\$	109,603.30
1. Original Contract Price	\$	8,479,757.00																																			
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9. Balance to finish, including retainage (Line 3 - Line 4)	\$	109,603.30																																			
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: <u>Municipal Builders, Inc.</u> Signature: <u></u> Date: <u>3/1/24</u> Name: <u>CHRIS SLUITER</u> Title: <u>SR. PROJECT MGR</u>																																					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Recommended by Bolton & Menk, Inc. By: <u></u> Name: <u>Jake R. Pichelmann, P.E.</u> Title: <u>Project Manager</u> Date: <u>03-01-2024</u> </td> <td style="width: 50%; vertical-align: top;"> Approved by Forest Lake By: _____ Name: _____ Title: _____ Date: _____ </td> </tr> </table>		Recommended by Bolton & Menk, Inc. By: <u></u> Name: <u>Jake R. Pichelmann, P.E.</u> Title: <u>Project Manager</u> Date: <u>03-01-2024</u>	Approved by Forest Lake By: _____ Name: _____ Title: _____ Date: _____																																		
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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.:	22	Application Period:	From	02/02/24	to	03/01/24	Application Date:	03/01/24
A	B	C	D	E	F	G	H	I
			Work Completed					
			(D + E) From Previous Application (\$)	This Period (\$)	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) (\$)
Item No.	Description	Scheduled Value (\$)						
Original Contract								
1	CONSTRUCTION OF ALL FACILITIES AS SHOWN ON THE CONTRACT DRAWINGS AND AS SPECIFIED IN THE CONTRACT SPECIFICATIONS	8,479,757.00	8,218,797.70	151,356.00		8,370,153.70	99%	109,603.30
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Original Contract Totals		\$ 8,479,757.00	\$ 8,218,797.70	\$ 151,356.00	\$ -	\$ 8,370,153.70	99%	\$ 109,603.30

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.:	22	Application Period:	From	02/02/24	to	03/01/24	Application Date:	03/01/24	
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	\$ 8,494,362.82	\$ 151,356.00	\$ -	\$ 8,645,718.82	99%	\$ 109,603.30	

**Office of Engineering**

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

March 1, 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. 2
Well 6 & 7 Improvements

Dear Mayor and Council:

We recommend the council approve Contractor's Pay Request No. 2 and pay \$308,201.88 to Mineral Service Plus, LLC for the services and materials they provided on the above referenced project. The request includes withholding of 5% retainage of the work completed.

The Contractor has completed construction of the new Well No. 7, including drilling and installation of the casing, well development, test pumping, drop piping, submersible pump, and pitless unit. The Contractor also completed the conversion of the existing Well No. 6 to a submersible pump and pitless unit. The wells are operational and being used in conjunction with the new water treatment plant. The remaining work includes demobilization and site restoration.

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. 2

Owner:	City of Forest Lake		Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.		Engineer's Project No.:	N13.120880
Contractor:	Mineral Service Plus		Agency's Project No.:	
Project:	Construction of Well #7 and Well #6 Improvements			
Contract:				
Application No.:	2	Application Date:	2/21/2024	
Application Period:	From	10/25/2023	to	2/21/2024

1. Original Contract Price	\$	545,830.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	545,830.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	477,836.00
5. Retainage		
a. 5% X \$ 477,836.00 Work Completed	\$	23,891.80
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	23,891.80
6. Amount eligible to date (Line 4 - Line 5.c)	\$	453,944.20
7. Less previous payments	\$	145,742.32
8. Amount due this application	\$	308,201.88
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	67,994.00

Contractor's Certification

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

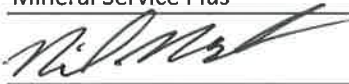
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(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: Mineral Service Plus

Signature:



Date:

2/29/24

Name:

Nick Milbrandt

Title:

Vice President

Recommended by Bolton & Menk, Inc.

Approved by City of Forest Lake

By:



By:

Name:

Jake R. Pichelmann, P.E.

Name:

Title:

Project Manager

Title:

Date:

03-01-2024

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:	Mineral Service Plus		Contractor's Project No.:	
Project:	Construction of Well #7 and Well #6 Improvements			
Contract:				

Application No.:	2	Application Period:	From	10/25/23	to	02/21/24	Application Date:	02/21/24
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A	B	C	D	E	F	G	H	I
			Work Completed					
			(D + E) From Previous Application (\$)	This Period (\$)	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) (\$)
Item No.	Description	Scheduled Value (\$)						
Original Contract								
1	CONSTRUCTION OF ALL FACILITIES AS SHOWN ON THE CONTRACT DRAWINGS AND AS SPECIFIED IN THE CONTRACT SPECIFICATIONS	545,830.00	153,412.97	324,423.03		477,836.00	88%	67,994.00
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Original Contract Totals		\$ 545,830.00	\$ 153,412.97	\$ 324,423.03	\$ -	\$ 477,836.00	88%	\$ 67,994.00

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: Mineral Service Plus		Contractor's Project No.:	
Project: Construction of Well #7 and Well #6 Improvements			
Contract:			

Application No.: 2	Application Period: From 10/25/23 to 02/21/24	Application Date: 02/21/24
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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 (\$)				
Change Orders								
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Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -

Original Contract and Change Orders								
Project Totals	\$ 545,830.00	\$ 153,412.97	\$ 324,423.03	\$ -	\$ 477,836.00	88%	\$ 67,994.00	

**Office of Engineering**

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

February 27, 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. 14
2022-2023 Lift Station and Force Main Improvements

Dear Mayor and Council:

We recommend the council approve Contractor's Request for Payment No.14 and pay \$160,341.97 to Minger Construction Companies, Inc for the services they provided on the above referenced project. Retainage has been reduced to 2% of the work completed to date now that the project is substantially completed.

The project is substantially completed, and this estimate will fully compensate the contractor for 99% of their bid amounts on all lift stations with the remaining 1% being paid when the inspection list items have been completed this spring.

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. 14

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>ON1.124726</u>
Contractor: <u>Minger Construction Companies, Inc.</u>	Agency's Project No.: _____
Project: <u>2022-2023 Lift Station and Forcemain Improvements</u>	
Contract: _____	
Application No.: <u>14</u>	Application Date: <u>2/26/2024</u>
Application Period: From <u>1/6/2024</u> to <u>2/9/2024</u>	

1. Original Contract Price	\$ 3,978,710.00
2. Net change by Change Orders	\$ (25,102.19)
3. Current Contract Price (Line 1 + Line 2)	\$ 3,953,607.81
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,767,403.51
5. Retainage	
a. <u>2.0%</u> X <u>\$ 3,767,403.51</u> Work Completed	\$ 75,348.07
b. <u>5%</u> X <u>\$ -</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 75,348.07
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 3,692,055.44
7. Liquidated Damages	\$ 21,115.00
8. Less previous payments	\$ 3,510,598.47
9. Amount due this application	\$ 160,341.97
10. Balance to finish, including retainage (Line 3 - Line 4)	\$ 186,204.30

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: _____

Signature: _____ **Date:** _____

Name: _____ **Title:** _____

Recommended by Engineer**Approved by Owner**

By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ 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.: 0N1.124726						
Contractor:	Minger Construction Companies, Inc.										Agency's Project No.:						
Project:	2022-2023 Lift Station and Forcemain Improvements																
Contract:																	
Application No.:		14		Application Period:		From 01/06/24 to 02/09/24		Application Date: 02/26/24									
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	
Original Contract																	
BASE BID:																	
PART 1: LIFT STATION IMPROVEMENTS (BONDING BILL)																	
1	LIFT STATION 1T	1.00	LUMP SUM	350,000.00	350,000.00	0.99	346,500.00	0.99	346,500.00	-	346,500.00	99%	3,500.00				
2	LIFT STATION 7T	1.00	LUMP SUM	33,000.00	33,000.00	0.99	32,670.00	0.99	32,670.00	-	32,670.00	99%	330.00				
3	LIFT STATION 13T	1.00	LUMP SUM	194,500.00	194,500.00	0.90	192,555.00	0.99	192,555.00	-	192,555.00	99%	1,945.00				
4	LIFT STATION 28T	1.00	LUMP SUM	180,000.00	180,000.00	0.99	178,200.00	0.99	178,200.00	-	178,200.00	99%	1,800.00				
5	LIFT STATION 31T	1.00	LUMP SUM	295,000.00	295,000.00	0.93	292,050.00	0.99	292,050.00	-	292,050.00	99%	2,950.00				
6	LIFT STATION 2C	1.00	LUMP SUM	110,000.00	110,000.00	1.00	110,000.00	1.00	110,000.00	-	110,000.00	100%	-				
7	LIFT STATION 5C	1.00	LUMP SUM	307,000.00	307,000.00	0.99	303,930.00	0.99	303,930.00	-	303,930.00	99%	3,070.00				
8	LIFT STATION 8C	1.00	LUMP SUM	350,000.00	350,000.00	0.99	346,500.00	0.99	346,500.00	-	346,500.00	99%	3,500.00				
9	LIFT STATION 10C	1.00	LUMP SUM	290,000.00	290,000.00	0.99	287,100.00	0.99	287,100.00	-	287,100.00	99%	2,900.00				
10	LIFT STATION 11C	1.00	LUMP SUM	335,000.00	335,000.00	0.99	331,650.00	0.99	331,650.00	-	331,650.00	99%	3,350.00				
	TOTAL PART 1: LIFT STATION IMPROVEMENTS				2,444,500.00		2,421,155.00		2,421,155.00	-	2,421,155.00						
PART 2: LIFT STATION IMPROVEMENTS (CITY FUNDS)																	
11	LIFT STATION 21T	1.00	LUMP SUM	50,000.00	50,000.00	0.99	49,500.00	0.99	49,500.00	-	49,500.00	99%	500.00				
12	LIFT STATION 22T	1.00	LUMP SUM	220,000.00	220,000.00	0.98	215,600.00	0.99	217,800.00	-	217,800.00	99%	2,200.00				
13	LIFT STATION 30T	1.00	LUMP SUM	180,000.00	180,000.00	0.99	178,200.00	0.99	178,200.00	-	178,200.00	99%	1,800.00				
14	LIFT STATION 3C	1.00	LUMP SUM	350,000.00	350,000.00	0.99	346,500.00	0.99	346,500.00	-	346,500.00	99%	3,500.00				
15	LIFT STATION 9C	1.00	LUMP SUM	16,000.00	16,000.00	1.00	16,000.00	1.00	16,000.00	-	16,000.00	100%	-				
16	GENERAL CONSTRUCTION AND UTILITY ALLOWANCE	1.00	LUMP SUM	150,000.00	150,000.00	0.3916	58,740.00	0.3916	58,740.00	-	58,740.00	39%	91,260.00				
	TOTAL PART 2: LIFT STATION IMPROVEMENTS				966,000.00		864,540.00		866,740.00	-	866,740.00						
PART 3: LIFT STATION 24T FORCE MAIN IMPROVEMENTS (CITY FUNDS)																	
17	MOBILIZATION	1.00	LUMP SUM	45,000.00	45,000.00	1.00	45,000.00	1.00	45,000.00	-	45,000.00	100%	-				
18	TRAFFIC CONTROL	1.00	LUMP SUM	2,250.00	2,250.00	1.00	2,250.00	1.00	2,250.00	-	2,250.00	100%	-				
19	ABANDON EXISTING FORCE MAIN	3,000.00	LIN FT	6.00	18,000.00	2,900.00	17,400.00	2,900.00	17,400.00	-	17,400.00	97%	600.00				
20	CLASS 2 AGGREGATE DRIVEWAY SURFACING	40.00	TON	39.00	1,560.00	15.00	585.00	15.00	585.00	-	585.00	38%	975.00				
21	POTHOLE EXISTING FORCE MAIN	30.00	EACH	535.00	16,050.00	30.00	16,050.00	30.00	16,050.00	-	16,050.00	100%	-				
22	CONNECT TO EXISTING FORCE MAIN	1.00	EACH	11,000.00	11,000.00	1.00	11,000.00	1.00	11,000.00	-	11,000.00	100%	-				
23	CORE DRILL CONNECT TO EXISTING MANHOLE	1.00	EACH	780.00	780.00	1.00	780.00	1.00	780.00	-	780.00	100%	-				
24	6" HDPE FORCE MAIN DIRECTIONALLY DRILLED	3,000.00	LIN FT	50.00	150,000.00	2,900.00	145,000.00	2,900.00	145,000.00	-	145,000.00	97%	5,000.00				
25	BYPASS PUMPING	1.00	LUMP SUM	2,500.00	2,500.00	1.00	2,500.00	1.00	2,500.00	-	2,500.00	100%	-				
26	CORROSION PROTECTION LINER (4' DIA)	9.00	LIN FT	7,000.00	63,000.00	1.40	9,800.00	1.40	9,800.00	-	9,800.00	16%	53,200.00				
27	ADJUST MANHOLE CASTING	1.00	EACH	2,100.00	2,100.00	1.00	2,100.00	1.00	2,100.00	-	2,100.00	100%	-				
28	6" GATE VALVE AND BOX	2.00	EACH	4,200.00	8,400.00	0.13	533.40	0.13	533.40	-	533.40	6%	7,866.60				
29	STREET PATCHING	120.00	SQ YD	82.00	9,840.00	74.00	6,068.00	74.00	6,068.00	-	6,068.00	62%	3,772.00				
30	TURF RESTORATION	210.00	SQ YD	13.00	2,730.00	811.10	10,544.30	811.10	10,544.30	-	10,544.30	386%	(7,814.30)				
	TOTAL PART 3: LIFT STATION 24T FORCE IMPROVEMENTS				333,210.00		269,610.70		269,610.70	-	269,610.70						
ALTERNATE NO. 1: LIFT STATION 25T IMPROVEMENTS (CITY FUNDS)																	
A.1	LIFT STATION 25T	1.00	LUMP SUM	235,000.00	235,000.00	0.03	112,024.50	1.00	235,000.00	-	235,000.00	100%	-				
	TOTAL ALTERNATE NO. 1				235,000.00		112,024.50		235,000.00	-	235,000.00						
TOTAL BASE BID + ALTERNATE NO. 1					\$ 3,978,710.00		\$ 3,667,330.20		\$ 3,792,505.70	\$ -	\$ 3,792,505.70	95%	\$ 186,204.30				

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.:	0N1.124726								
Contractor:	Minger Construction Companies, Inc.										Agency's Project No.:									
Project:	2022-2023 Lift Station and Forcemain Improvements																			
Contract:																				
Application No.:	14		Application Period:	From	01/06/24		to	02/09/24		Application Date:	02/26/24									
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) (\$)	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) (\$)					
						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																				
CO. 1	LIFT STATION ELECTRICAL SERVICE UPGRADES (LS-1T, 22T, 28T,	1.00	LUMP SUM	97,873.31	97,873.31	1.00	97,873.31	1.00	97,873.31		97,873.31	100%	-							
					TOTAL CHANGE ORDER NO. 1	\$	97,873.31		\$	97,873.31	\$	-	\$	97,873.31	100%	\$	-			
CHANGE ORDER NO. 2																				
CO. 2	DELETION OF CONSTRUCTION OF 25T	1.00	LUMP SUM	(122,975.50)	(122,975.50)			1.00	(122,975.50)		(122,975.50)	100%	-							
					TOTAL CHANGE ORDER NO. 2	\$	(122,975.50)		\$	-	\$	(122,975.50)	\$	-	\$	(122,975.50)	100%	\$	-	
BASE BID + ALTERNATE + CHANGE ORDERS																				
					TOTAL	\$	3,953,607.81		\$	3,765,203.51		\$	3,767,403.51	\$	-	\$	3,767,403.51	95%	\$	186,204.30

Staff Memo

Date: March 5, 2024

Agenda Item: City and School District Schedule Agreement for City Parks

To: Honorable Mayor and City Council

From: Jamie Muscha, Park and Recreation Supervisor

BACKGROUND:

The City of Forest Lake and the Forest Lake Area School District (FLASD) began a new partnership in 2022, with the School District utilizing their program software to schedule the use of City-owned athletic facilities. Utilizing the FLASD software and existing staff resources for this process has been an efficient and effective partnership. The City did not need to invest in scheduling software for the athletic facilities or hire additional staff to oversee the work. In return, the City is able to obtain detailed information on the use of city-owned athletic facilities. Additionally, the Forest Lake Area Athletic Association (FLAAA) is already familiar with the scheduling process with FLASD, as they also reserve district facilities for a variety of FLAAA events, and has greatly appreciated and supported this new field scheduling process when reserving city facilities.

As a result of this partnership, the City received detailed data regarding the number of days and hours each facility was reserved for use by each user group. The City has been able to quantify that data to better understand demand on the facilities and evaluate for the future needs of the City's athletic facilities.

ISSUE BEFORE COUNCIL:

Should the Council enter into the Scheduling Agreement for City Parks with the Forest Lake Area School District for 2024?

PROPOSAL/ANALYSIS:

While a majority of the agreement from last year remains the same, the City will also have access to the live and up-to-date schedule and will require the School District to collect more detailed information by ensuring each reservation indicates if it will be a practice, game or tournament. This will further help the City understand the use and demands of the athletic facilities and continue to analyze the data to make informed decisions on use fees, ongoing maintenance needs, and to help plan for the expansion and growth in the community. The City has also added the opportunity to waive athletic field rental fees for Forest Lake Area School District Community Education programs as part of this partnership and agreement.

FISCAL IMPACT:

The cost for the City to the Forest Lake Area School District for providing the field scheduling services is a total of \$10,000 for the 2024 season of April-October. However, this expense to the City is off-set by revenue received from field rentals, making this budget neutral.

RECOMMENDATION:

If removed from the consent agenda:

"Motion to approve the Scheduling Agreement for City Parks with the Forest Lake Area School District for 2024."

ATTACHMENTS:

- Scheduling Agreement for City Parks

SCHEDULING AGREEMENT FOR CITY PARKS

THIS SCHEDULING AGREEMENT FOR CITY PARKS (“Agreement”) is made and executed this ____ day of _____, 2024, by and between the City of Forest Lake, a Minnesota municipal corporation located at 1408 Lake Street South, Forest Lake, Minnesota 55025 (“City”), (“City”) and the Independent School District #831, the Forest Lake School District, _____ (address) (“School”).

WHEREAS, the City and Independent School District #831 (“School”) seek a partnership for the scheduling of certain City and School athletic facilities; and,

WHEREAS, the City and School independently own property and facilities that are used for meetings, events, practices, and competitions by the public; and,

WHEREAS, the School is equipped with scheduling software and is currently scheduling the use of their own athletic facilities on a regular basis; and,

WHEREAS, the City and School desire to have the School provide certain scheduling services for City athletic facilities (“Services”); and

WHEREAS, the School desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

- a. City agrees to engage School as an independent contractor for the purpose of performing certain scheduling services (“Services”), as defined below:
 - i. Add the following City athletic facilities to School’s scheduling software.
 1. Fenway Park;
 2. Kulenkamp Park;
 3. Beltz Park; and
 4. Schilling Park.
 - ii. Create, maintain and oversee scheduling events at City athletic facilities for sport associations and other groups, adhering to the scheduling priorities and information provided by the City in “City of Forest Lake Scheduling Guidelines.”
 - iii. Schedule make-up events due to inclement weather.
 - iv. Provide City with weekly updates via a weblink to the scheduling calendar. Scheduling calendar to include the following information:
 1. Date of event;
 2. Time of event; and

3. Type of event (i.e. practice, game, or tournament).

- b. School covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in paragraph 1(a), subject to Section 9 of this Agreement.
- c. School agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The School shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The School represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services.

2. PAYMENT.

- a. City shall pay the School \$10,000.00 annually, to be paid in equal monthly installments from June through October of the calendar year for the School's Services.
- b. Any changes in the scope of the work of the Services that may result in an increase in compensation to the School shall require prior written approval by the authorized representative of the City or by the City Council.
- c. School shall submit itemized bill for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
- d. City shall waive applicable athletic use fees for School Community Education Programs.

3. TERM. The term of this Agreement shall end on December 31, 2024. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION AND REMEDIES.

- a. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the School, School shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have

fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

- c. Remedies. Notwithstanding the above, the School shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the School. The City may, in such event,
 - i. Withhold payments due to the School for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
 - ii. Perform the Services, in which case, the School shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the School, from asserting any other right or remedy allowed by law, equity, or by statute.

- 5. SUBCONTRACTORS. School shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City.
- 6. STANDARD OF CARE. In performing its Services, School will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.
- 7. CITY'S REPRESENTATIVE. The City has designated Jamie Muscha to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
- 8. PROJECT MANAGER AND STAFFING. The School has designated Kyle Young to be the primary contacts for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein.
- 9. INDEMNIFICATION.
 - a. School and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of School and City, they shall be borne by each party in proportion to its own negligence.

- b. School shall indemnify City against legal liability for damages arising out of claims by School's employees. City shall indemnify School against legal liability for damages arising out of claims by City's employees or from claims related to use of the City's public parks.

10. NOTICES. Notices shall be communicated to the following addresses:

If to City: Kristina Handt, Interim City Administrator
City of Forest Lake
1408 Lake Street South
Forest Lake, MN 55025

If to School: Steve Massey, Superintendent
Forest Lake Independent School District #831
6100 210th Street North
Forest Lake, MN 55025

11. INDEPENDENT SCHOOL STATUS. All services provided by School, its officers, agents and employees pursuant to this Agreement shall be provided as employees of School and not as employees of the City for any purpose.

12. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or School of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Nondiscrimination. School agrees that in the hiring of employees to perform Services under this Agreement, School shall not discriminate against any person by reason of any characteristic protected by state or federal law.
- d. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Washington County District Court.
- e. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- f. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

- g. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- h. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF FOREST LAKE

By: _____
Mara Bain, Mayor

By: _____
Kristina Handt, Interim City Administrator

Date: _____

SCHOOL

Signature: _____

Date: _____

Name: _____

Its: _____



Date: February 27, 2024
To: Forest Lake City Council
From: Dave Adams, Public Works Director
RE: 2024 Funding Support Agreement for AIS and Lake Management in Forest Lake

Mayor and Council,

Two years ago, it was decided that the City, FLLA, and CLFLWD should enter into an agreement that spells out what is spent on the lake and who is spending the dollars. Last year the 2023 agreement had a change that included the addition of a reserve fund that each entity would begin to accumulate from unspent agreement dollars. There are no changes to the 2024 agreement and has already been signed by CLFLWD and FLLA. Dedicated City dollars for this agreement is already accounted for in the City's 2024 Surface Water Fund, which is funded through the City's Stormwater Utility Fee.

Recommendation:

Approve the 2024 Funding Support Agreement for Aquatic Invasive Species and Lake Management Activities in Forest Lake.

Attachments:

- 2024 Funding Support Agreement for Aquatic Invasive Species and Lake Management Activities in Forest Lake.

**FUNDING SUPPORT AGREEMENT
for AQUATIC INVASIVE SPECIES and Lake MANAGEMENT Activities on FOREST LAKE**

THIS FUNDING SUPPORT AGREEMENT is made this ____ day of _____, 20____ by and among the Comfort Lake-Forest Lake Watershed District ("District"), the City of Forest Lake ("City"), a Minnesota municipal corporation, and the Forest Lake Lake Association ("FLLA"), a 501c(3) non-profit organization hereafter collectively referred to as "Parties", and individually as "Party."

WHEREAS, the District has adopted its "2022-2031 Watershed Management Plan," effective August 26, 2021, ("WMP") pursuant to Minnesota Statutes §103B.231;

WHEREAS the WMP provides that the District will carry out a program to manage aquatic invasive species ("AIS") within the District's lakes, to prevent the spread of AIS, protect water quality, enhance ecological integrity and diversity, and maintain lake recreational use;

WHEREAS, the WMP implementation plan, at paragraphs 3011-B through 3011-H, describes AIS program elements including watercraft inspections; providing AIS signage and cleaning and disposal equipment at launch sites; performing aquatic macrophyte surveys; establishing and carrying out AIS early detection, rapid response, and prevention actions; conducting pilot work and research on AIS control; managing and removing AIS from lakes; and managing common carp to protect native plant communities ("WMP Plan").

WHEREAS, the City views the District's WMP Plan for Forest Lake as beneficial for the health, safety and welfare of the City, and the City and the FLLA wish to support the District's efforts by contributing funding;

WHEREAS, it is difficult to prepare for unseen challenges to AIS and Lake Management Activities. To help provide an opportunity for faster response and offset possible financial burdens, each party will create a reserve fund. If a party does not spend its total annual commitment, the remaining balance will be placed in a reserve fund. This reserve fund will be capped at the party's annual contribution. Once the Reserve Fund has reached its cap, the party may choose at its own discretion what to do with further additional funding;

WHEREAS, the parties entered into, and implemented, a funding agreement for calendar year 2022 and 2023, and desire to enter into a funding agreement for calendar year 2024, for the WMP Plan for Forest Lake.

NOW, THEREFORE, the City, FLLA, and District enter into this Agreement and hereby agree as follows:

1. The District, will carry out AIS management activities on Forest Lake in accordance with paragraphs 3011-B through 3011-H of its WMP implementation plan.
2. The City will conduct native plant harvesting and other lake management activities to support the recreational quality of the lake.
3. FLLA will perform AIS management activities as determined by FLLA.

4. The parties agree to spend, in calendar year 2024, the following amounts on activities described in paragraph 1 through 3:

City:	\$63,750 (42.5%)
District:	\$63,750 (42.5%)
FLLA:	\$22,500 (15%)

up to a combined maximum by all 3 parties of \$150,000. By November 15, 2024, each party will share with the others the documentation for its expenditures. If any party has not met its maximum spending commitment, reimbursement among the parties will occur so that the total expenditure is distributed in accordance with the stated percentages.

5. Expenditures that count toward a party's commitment include services and materials purchases, equipment rental, staff costs, and hired contractor costs. Expenditures covered by grant funds are not counted towards the totals in paragraph 4.
- a. The City may count expenditures for native plant harvesting. However, pursuant to the District's WMP, the District cannot participate in the removal of native aquatic plants, including the reimbursement to others for such activities. Therefore, harvesting expenditures will not count in determining the amount of reimbursement the District must provide should it fail to meet its spending commitment.
6. If a party does not meet its spending commitment in paragraph 4, above, it will establish a reserve in the amount by which its spending, plus the amount it has reimbursed the other parties under paragraph 4, falls short of its commitment. The reserve for each party, as aggregated over successive AIS funding support agreements, will be capped at its respective one-year financial commitment, as listed under paragraph 4. At a time of its choosing, it will spend the reserve for purposes described in this agreement, and will inform the other parties when it has done so.
7. This agreement is for the purpose of establishing mutual funding commitments for the District's WMP Plan for Forest Lake. Each party is responsible for the activities it elects to perform and no party assumes responsibility for the activities of another party. As between the District and the City, this is not a joint powers agreement and neither party agrees to be responsible for the acts or omissions of the other party within the meaning of Minnesota Statutes 471.59, subd. 1a(a).
8. The District, City and FLLA are performing the work subject to this agreement in reliance on each other's funding as herein provided. The City, District, and FLLA intend that this agreement be legally binding.
9. Official contacts for the administration of this agreement are:

City of Forest Lake
 Dave Adams, Public Works Superintendent
Dave.Adams@ci.forest-lake.mn.us

Comfort Lake-Forest Lake Watershed District
Garrett Miller, Watershed Assistant
garrett.miller@clflwd.org

Forest Lake Lake Association
Jerry Grundtner, President
jgrundtner@msn.com

[Remainder of page intentionally blank]

In Witness Hereof, this Agreement is executed on the date first above written.

Comfort Lake Watershed District

By: Mike Kinney
Mike Kinney, Administrator

Date: Feb. 23, 2024

Forest Lake Lake Association

By: 

Jerry Grundtner, President

Date: FEB 23, 2024

City of Forest Lake

By: _____

Mara Bain, Mayor

Date: _____

By: _____

Attest: Kristina Handt, City Administrator

Date: _____



Date: March 11, 2024

Agenda Item: Letter of Support for Hornsby St

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

The City of Columbus has asked for a letter of support as they pursue funding to improve Hornsby Street and its connection with Eureka Ave in Forest Lake.

ISSUE BEFORE COUNCIL:

Should the Council approve a letter of support for the City of Columbus?

PROPOSAL/ANALYSIS:

Included in your packet is a proposed letter of support highlighting the important transportation and economic development aspects of the project.

FISCAL IMPACT:

NA

OPTIONS:

- 1) Approve having the Mayor sign the letter of support
- 2) Amend and then approve having the Mayor sign the letter of support
- 3) Do not send a letter of support for the project

RECOMMENDATIONS:

If removed from the consent agenda:

"Motion to approve having the Mayor sign the letter of support."



March 11, 2024

Mayor Jesse Preiner
City of Columbus
16319 Kettle Lake Blvd
Columbus, MN 55025

RE: Letter of Support for the City of Columbus 2024 Bonding Bill request to the Minnesota Legislature for funds for the reconstruction of the remaining quarter mile segment of North Hornsby Street to the Forest Lake Corporate Limits.

Dear Mayor Preiner,

The City of Forest Lake is in support of your efforts to enhance transportation improvements and advance economic development along I-35 in our two cities.

Your project, located and to be merged with Forest Lake's Eureka Street southern juncture with Hornsby Street, will improve another segment of this frontage road and will complete a major collector roadway parallel to I-35E to manage traffic, support anticipated development, and allow for full access from TH 97 to CSAH 32/11th Street in Forest Lake. This segment of roadway on the east side of I-35E will provide a vital alternate link between the Columbus and Forest Lake I-35 interchanges. This project will enhance our collective economic development efforts and enhance the initiatives of the Minnesota Technology Corridor. It will support new commercial and industrial development and provide a relief route for increased traffic volumes projected beyond 2030.

The City of Forest Lake supports and looks forward to the mutual completion of this frontage road segment and the traffic connection and potential economic benefits it will bring to both our cities. Should you require additional information or support concerning this project, please do not hesitate to contact us.

Sincerely,

Mayor Mara Bain
City of Forest Lake, Minnesota

CITY OF FOREST LAKE

1408 Lake Street South, Forest Lake, MN 55025 • 651-464-3550 • 651-464-4968 fax • www.ci.forest-lake.mn.us



Forest Lake
AS GOOD AS IT SOUNDS

GENERAL CORPORATE LICENSE 24-0310

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

Whereas, VICKI MARRS,
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, VICKI MARRS,
is hereby licensed and authorized to practice said licensure in Forest Lake for the period of Annual starting
03/11/2024 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 03/11/2024.

Approved: Mara Bain, Mayor

Attest: City Administrator



Staff Memo

Date: March 6, 2024

Agenda Item: Park Event Permit Fee Waiver Request for Chamber Easter Egg Hunt

To: Honorable Mayor and City Council

From: Jamie Muscha, Park and Recreation Supervisor

BACKGROUND:

In previous years, the City of Forest Lake planned and managed an annual Easter Egg Hunt at Lakeside Memorial Park. However, in recent years, the City transitioned from the annual Easter Egg Hunt to a larger Spring Fling community event.

New this year, the Forest Lake Area Chamber of Commerce is hosting the Easter Egg Hunt at Lakeside Memorial Park in partnership with other local businesses. This event, which will take place on Saturday, March 23, is open to the public and provides an opportunity for young children and families to participate in a fun and local event in the community. The Chamber is requesting Council consideration to waive the Park Event Permit Fee for the use of Lakeside Memorial Park.

ISSUE BEFORE COUNCIL:

Should the Council waive the Park Event Permit Fee in the amount of \$150.00 for the Forest Lake Area Chamber of Commerce Community Easter Egg Hunt Event at Lakeside Memorial Park on Saturday, March 23, 2024?

PROPOSAL/ANALYSIS:

Given the short duration of the event, minimal impact on City resources, and the City and Chamber partnership, staff believe this is a reasonable request for consideration.

FISCAL IMPACT:

The Park Event Permit Fee is \$150.00.

RECOMMENDATION:

If removed from the consent agenda:

"Motion to waive the Park Event Permit Fee in the amount of \$150.00 for the Forest Lake Area Chamber of Commerce Easter Egg Hunt Event at Lakeside Memorial Park on Saturday, March 23, 2024."

ATTACHMENTS:

- Fee Waiver Request Letter



Wednesday, March 6, 2024

Dear Members of the Forest Lake City Council:

The Forest Lake Area Chamber of Commerce is again offering a community Easter Egg Hunt on Saturday, March 23rd for the families of the Forest Lake area at Lakeside Memorial Park.

I am respectfully requesting to have the \$150 permit fee waived to utilize the park as this event is community in nature and has been supported by the City since its re-emergence in recent years.

The Board of Directors and myself greatly appreciate the collaborative partnership with the City of Forest Lake staff and this council to provide engaging activities in our community, expanding opportunities for business involvement, and fun (!) - all which result in increasing community pride.

Your consideration is greatly appreciated.

Kind Regards,
Nannette M LaNasa
President & CEO
Forest Lake Area Chamber of Commerce
"Local Like YOU"



Date: March 11, 2024

To: Mayor Mara Bain and Members of Council

From: Abbi Wittman, Community Development Director

Re: First Amendment to the Hidden Creek Development Agreement

In July, 2023 Hidden Creek obtained Grading Permit approval from the City for the first phase of their development; the Grading Permit required a \$60k cash escrow for the work. In August, 2023 the City approved a phased Development Agreement which required a sizeable Letter of Credit (LOC) for the development; the LOC included \$50k for site grading.

Since the time of approvals in the of fall, 2023 approvals, Hidden Creek has completed substantial work which warrants the City's consideration of a LOC reduction. Upon review of the City's approvals and the development, it was determined cleaning up the outstanding permitting and respective assurances is necessary as part of the LOC reduction request.

The enclosed First Amendment to Development Agreement for Hidden Creek:

1. Incorporates the Grading Permit into the Development Agreement and applies the Grading Permit to all development phases;
2. Authorizes the release of the \$60k Grading Permit cash escrow; and
3. Authorizes the Letter of Credit Reduction No. 1, releasing all but \$860,000 of the development's LOC which includes the original \$50k for site grading.

With this First Amendment to Hidden Creek's Development Agreement in place, the development will conform to the provisions of all prior City approvals and permits.

Requested Action

If the Council elects to remove from the Consent Agenda, staff recommends the Council:

Move to approve the First Amendment to Development Agreement for Hidden Creek.

Attached

First Amendment to Development Agreement for Hidden Creek

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is entered into as of March __, 2024 (the “Effective Date”), the City of Forest Lake, a Minnesota municipal corporation (“City”), and Headwaters Land Group, LLC a Minnesota limited liability company (“Developer”).

RECITALS

Recital No. 1. City and Developer entered into a Grading Permit Terms and Conditions for Grading Permit P201306, dated July 26, 2023, and recorded as Document No. 4413906 on August 15, 2023 in the Washington County Recorder’s Office (“Grading Agreement”) for the Property identified in the Grading Agreement; and City and Developer entered into a Development Agreement for the Plat of Hidden Creek Phase 1, dated August 28, 2023, and recorded as Document No. 4425484 on December 21, 2023 in the Washington County Recorder’s Office (“Development Agreement”) for the Property identified in the Development Agreement.

Recital No. 2. The Grading Agreement approved grading activities located only in Phase 1 of the project, however Developer undertook grading activities outside the scope and locations approved in the Grading Agreement (“Additional Work”).

Recital No. 3. Developer has requested the Development Agreement and Grading Agreement be amended to reduce the current Letter of Credit amount and refund the Grading Permit Escrow due to the completed work.

Recital No. 3. City does not object to the request, provided the Grading Agreement is incorporated into the Development Agreement and the remaining Letter of Credit in the Development Agreement covers the Additional Work the Developer.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. The Grading Agreement is hereby incorporated into the Development Agreement as

Exhibit I. The terms of the Grading Agreement shall be applied to the entirety of the Property in the Final Plat.

2. Article 4.1 of the Development Agreement is hereby repealed and replaced as follows:

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the approvals of the CITY Council, and all ordinances and PRELIMINARY and FINAL PLAT resolutions of the CITY or any amendments thereto and any Miscellaneous Requirements on Exhibit D, attached hereto.

This is a phased project, with three phases as identified on Exhibit F. The following are the DEVELOPER IMPROVEMENTS to be installed at each phase in accordance with the requirements stated above:

- a) PHASE 1: Grading and site restoration of all phasing areas, temporary construction of Headwaters Parkway, permanent construction of English Avenue N and Enfield Avenue N within the PHASE 1 area with temporary construction of cul-da-sacs, storm sewer construction, watermain and sanitary sewer construction.
 - b) PHASE 2: Permanent construction of Headwaters Parkway and off-street pedestrian trail, English Avenue N, English Lane N, 199th Street N, and Enfield Avenue N within the PHASE 2 area, extending watermain to Enfield Avenue North to complete utility loop, storm sewer construction, watermain and sanitary sewer construction, and pond grading.
 - c) PHASE 3: Permanent construction of Ely Avenue N, Enfield Avenue N, remaining public trails and trail connections, and remaining utility construction.
3. The Letter of Credit amount listed in Exhibit G of the Development Agreement shall be amended per the Letter of Credit Reduction No. 1 attached hereto as Attachment 1 and incorporated into the Development Agreement as Exhibit J.
4. The Cash Escrow collected pursuant to the Grading Agreement, Paragraph 11, shall be returned to the Developer.
5. Except as provided for above, the terms and provisions of the Grading Agreement and Development Agreement shall remain in full force and effect.
6. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
7. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise, or of the maximum liability limits provided by Minnesota Statutes, Chapter 466.

8. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
9. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

IN AGREEMENT, the parties hereto have hereunto set their hands as of the Effective Date.

CITY:
CITY OF FOREST LAKE

By: _____
 Mara Bain
 Its Mayor

By: _____
 Patrick G. Casey
 Its Deputy 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 said instrument was signed in 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

DEVELOPER:
HEADWATERS LAND GROUP, LLC

By: _____
 Paul Bruggeman
 Its: _____

STATE OF _____)
) ss.
 COUNTY OF _____)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Paul Bruggeman to me personally known, who being by me duly sworn, did say that he is the _____ of Headwaters Land Group, LLC, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity.

 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

ATTACHMENT 1

Letter of Credit Reduction No. 1 Attached as Exhibit J to the Development Agreement

Letter of Credit Reduction No. 1

HIDDEN CREEK PHASE 1 UTILITY & STREET IMPROVEMENTS
CITY OF FOREST LAKE, MN

2/19/2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
PART 1 - SANITARY SEWER					
1	MOBILIZATION	0.25	LS	\$10,500.00	\$2,625.00
2	TRAFFIC CONTROL	0.25	LS	\$600.00	\$150.00
3	CONNECT TO EXISTING SANITARY SEWER PIPE	0	EA	\$7,250.00	\$0.00
4	8" PVC SANITARY SEWER, SDR 35	0	LF	\$34.00	\$0.00
5	8" PVC SANITARY SEWER, SDR 26	0	LF	\$49.00	\$0.00
6	4' DIA. SANITARY SEWER MH, INCL R-1642 CSTG. & HDPE ADJ RINGS	0	EA	\$5,240.00	\$0.00
7	4' DIA. SANITARY MH OVER DEPTH	0	LF	\$310.00	\$0.00
8	8" X 4" PVC WYE, SDR-26	0	EA	\$283.00	\$0.00
9	GRANULAR BEDDING	0	LF	\$6.30	\$0.00
10	IMPROVED PIPE FOUNDATION	0	LF	\$19.30	\$0.00
11	TELEWISE SANITARY SEWER	0	LF	\$3.20	\$0.00
PART 1 - SANITARY SEWER TOTAL ESTIMATED CONSTRUCTION COSTS:					\$2,775.00
PART 2 - WATER MAIN					
12	CONNECT TO EXISTING WATER MAIN	0	EA	\$3,680.00	\$0.00
13	6" PVC WATER MAIN, C900 DR 18	0	LF	\$36.50	\$0.00
14	8" PVC WATER MAIN, C900 DR 18	0	LF	\$41.50	\$0.00
15	12" PVC WATER MAIN, C900 DR 18	0	LF	\$71.00	\$0.00
16	WATER MAIN BLOWOFF (PER DETAIL B/C1.16)	0	EA	\$1,980.00	\$0.00
17	6" GATE VALVE AND BOX	0	EA	\$2,360.00	\$0.00
18	8" GATE VALVE AND BOX	0	EA	\$3,230.00	\$0.00
19	12" GATE VALVE AND BOX	0	EA	\$5,760.00	\$0.00
20	VALVE BOX EXTENSION	0	LF	\$115.00	\$0.00
21	HYDRANT	0	EA	\$5,580.00	\$0.00
22	EXTEND HYDRANT BARREL	0	LF	\$980.00	\$0.00
23	DUCTILE IRON FITTINGS	0	LBS	\$11.70	\$0.00
24	4" INSULATION	0	SY	\$48.00	\$0.00
25	GRANULAR BEDDING	0	LF	\$6.30	\$0.00
26	IMPROVED PIPE FOUNDATION	0	LF	\$11.30	\$0.00
PART 2 - WATER MAIN TOTAL ESTIMATED CONSTRUCTION COSTS:					\$0.00
PART 3 - SERVICES					
27	1" CORPORATION STOP	0	EA	\$333.00	\$0.00
28	1" CURB STOP	0	EA	\$580.00	\$0.00
29	1" WATER SERVICE, COMMON TRENCH	0	LF	\$15.80	\$0.00
30	4" PVC SCH 40 SANITARY SEWER SERVICE, COMMON TRENCH	0	LF	\$21.00	\$0.00
31	4" PVC SCH 40 RISER PIPE	0	LF	\$22.00	\$0.00
32	GRANULAR BEDDING	0	LF	\$4.20	\$0.00
PART 3 - SERVICES TOTAL ESTIMATED CONSTRUCTION COSTS:					\$0.00
PART 4 - STORM SEWER					
33	REMOVE EXISTING 12-15" HDPE DRAIN TILE	0	LF	\$15.00	\$0.00
34	CONNECT EXISTING 12" HDPE DRAINTILE TO STRUCTURE	0	EA	\$240.00	\$0.00
35	12" PVC STORM SEWER, C900 DR 18	0	LF	\$85.00	\$0.00
36	12" RCP STORM SEWER, CL 5	0	LF	\$50.00	\$0.00
37	15" RCP STORM SEWER, CL 5	0	LF	\$57.00	\$0.00
38	18" RCP STORM SEWER, CL 5	0	LF	\$65.00	\$0.00
39	30" RCP STORM SEWER, CL 3	0	LF	\$139.00	\$0.00
40	53"x34" ELLIPTICAL RCP CULVERT, CL HE-2	0	LF	\$313.00	\$0.00
41	68"x43" ELLIPTICAL RCP CULVERT, CL HE-2	0	LF	\$463.00	\$0.00
42	15" RCP APRON	0	EA	\$1,920.00	\$0.00
43	30" RCP APRON, INCL TRASH GUARD	0	EA	\$5,510.00	\$0.00
44	53"x34" ELLIPTICAL RCP APRON, INCL TRASH GUARD	0	EA	\$9,170.00	\$0.00
45	68"x43" ELLIPTICAL RCP APRON, INCL TRASH GUARD	0	EA	\$15,850.00	\$0.00
46	2' X 3' CB, INCL CSTG AND HDPE ADJ RINGS	1.2	EA	\$3,180.00	\$3,816.00
47	4' DIA. STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	1.2	EA	\$4,490.00	\$5,388.00
48	5' DIA. STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	0.2	EA	\$7,160.00	\$1,432.00
49	6' DIA. STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	0.2	EA	\$9,520.00	\$1,904.00
50	7' DIA. STORM SEWER CBMH, INCL CSTG AND HDPE ADJ RINGS	0.2	EA	\$11,680.00	\$2,336.00
51	4' DIA. STORM SEWER CBMH, 3' SUMP, INCL CSTG AND HDPE ADJ RINGS	0.2	EA	\$4,490.00	\$898.00
52	6' DIA. STORM SEWER CBMH, 3' SUMP, INCL CSTG AND HDPE ADJ RINGS	0.2	EA	\$12,280.00	\$2,456.00
53	7' DIA. STORM SEWER CBMH, 3' SUMP, INCL CSTG AND HDPE ADJ RINGS	0.2	EA	\$13,370.00	\$2,674.00
54	4' DIA. STORM SEWER MH, INCL R-1642 CSTG AND HDPE ADJ RINGS	1.8	EA	\$4,450.00	\$8,010.00
55	5' DIA. STORM SEWER MH, INCL R-1642 CSTG AND HDPE ADJ RINGS	0.4	EA	\$7,840.00	\$3,136.00

56	6' DIA. STORM SEWER MH, INCL R-1642 CSTG AND HDPE ADJ RINGS	0.4	EA	\$9,860.00	\$3,944.00
57	5' DIA OVERFLOW STRUCTURE	0.2	EA	\$14,300.00	\$2,860.00
58	RIPRAP	0	CY	\$142.00	\$0.00
59	GRANULAR BEDDING	0	LF	\$6.30	\$0.00
60	IMPROVED PIPE FOUNDATION	0	LF	\$19.30	\$0.00
	PART 4 - STORM SEWER TOTAL ESTIMATED CONSTRUCTION COSTS:				\$38,854.00
PART 5 - STREET IMPROVEMENTS					
61	REMOVE BITUMINOUS PAVEMENT, INCL SAW CUT	0	SY	\$6.00	\$0.00
62	REMOVE AND REPLACE CONCRETE CURB AND GUTTER OR MEDIAN, INCL SAW CUT	0	LF	\$69.00	\$0.00
63	SUBGRADE EXCAVATION (EV)	0	CY	\$16.50	\$0.00
64	SUBGRADE PREPARATION	0	SY	\$1.50	\$0.00
65	GEOTEXTILE FABRIC, TYPE 5, NON-WOVEN	0	SY	\$1.90	\$0.00
66	SELECT GRANULAR BORROW, MODIFIED (CV)	0	CY	\$23.50	\$0.00
67	AGGREGATE BASE, CLASS 5 (100% CRUSHED)	0	TN	\$22.00	\$0.00
68	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) - FUTURE	390	TN	\$100.10	\$39,039.00
69	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) - 2023	0	TN	\$86.60	\$0.00
70	BITUMINOUS MATERIAL FOR TACK COAT - FUTURE	280	GAL	\$3.30	\$924.00
71	BITUMINOUS CURB	0	LF	\$13.70	\$0.00
72	SURMOUNTABLE CONCRETE CURB AND GUTTER	0	LF	\$17.60	\$0.00
73	6" CONCRETE SIDEWALK, INCL EXCAV AND BASE	6050	SF	\$8.80	\$53,240.00
74	6" CONCRETE PEDESTRIAN RAMP, INCL EXCAV AND BASE	300	SF	\$14.10	\$4,230.00
75	TRUNCATED DOMES	40	SF	\$74.00	\$2,960.00
76	4" PERFORATED HDPE DRAINT TILE, GEOTEXTILE WRAPPED	0	LF	\$12.50	\$0.00
77	ADJUST MANHOLE CASTING TO FINAL WEAR COURSE GRADE - FUTURE	14	EA	\$320.00	\$4,480.00
78	ADJUST GATE VALVE & BOX TO FINAL WEAR COURSE GRADE - FUTURE	4	EA	\$250.00	\$1,000.00
79	INLET PROTECTION BEFORE PAVING	0	EA	\$380.00	\$0.00
80	INLET PROTECTION AFTER PAVING	8	EA	\$265.00	\$2,120.00
81	CULVERT END PROTECTION	0	EA	\$1.60	\$0.00
82	REMOVE AND PLACE NEW SILT FENCE	0	LF	\$4.10	\$0.00
83	STREET SWEEPER WITH OPERATOR	25	HR	\$175.00	\$4,375.00
84	STABILIZED CONSTRUCTION EXIT	0	EA	\$1,550.00	\$0.00
85	MAINTAIN EXISTING SILT FENCE	0	LF	\$1.00	\$0.00
86	MAINTAIN EROSION CONTROL BMPS	50	HR	\$85.00	\$4,250.00
87	WATER FOR DUST CONTROL	0	MGAL	\$20.00	\$0.00
88	TEMPORARY HYDRAULIC MULCH MATRIX	0	LBS	\$0.90	\$0.00
89	DISC ANCHORED MULCH W/SEED MIXTURE 22-111	0	AC	\$970.00	\$0.00
90	HYDRAULIC STABILIZED FIBER MATRIX W/SEED MIXTURE 22-111	4400	SY	\$1.40	\$6,160.00
91	EROSION CONTROL BLANKET CAT 10 W/SEED MIXTURE 22-111	0	SY	\$3.50	\$0.00
92	EROSION CONTROL BLANKET CAT 10 W/SEED MIXTURE 33-261	0	SY	\$4.20	\$0.00
93	COMMON TOPSOIL BORROW (LV)	160	CY	\$32.00	\$5,120.00
94	SALVAGE & INSTALL PERMANENT BARRICADE	0	EA	\$470.00	\$0.00
95	PERMANENT BARRICADE	0	EA	\$380.00	\$0.00
96	SIGN PANELS, TYPE C, DIAMOND GRADE DG3	0	SF	\$61.00	\$0.00
97	STRUCTURE MARKER SIGN, INCL POST AND HARDWARE	10	EA	\$130.00	\$1,300.00
98	WETLAND BUFFER SIGN, INCL POST AND HARDWARE	10	EA	\$310.00	\$3,100.00
99	STREET NAME SIGN (2 BLADES), INCL POST AND HARDWARE	0	EA	\$450.00	\$0.00
100	4" SOLID LINE, YELLOW MULTI-COMP	1610	LF	\$3.90	\$6,279.00
101	INSTALL PRIVATE UTILITY CONDUIT CROSSING	0	LF	\$7.00	\$0.00
	PART 5 - STREET IMPROVEMENTS TOTAL ESTIMATED CONSTRUCTION COSTS:				\$138,577.00
PART 6 - FUTURE IMPROVEMENTS (ULTIMATE HW PKWY & WM LOOP)					
102	MOBILIZATION	1	LS	\$20,000.00	\$20,000.00
103	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00
104	RECLAIM BITUMINOUS PAVEMENT, INCL SAW CUT	2570	SY	\$2.50	\$6,425.00
105	COMMON EMBANKMENT (CV)	320	CY	\$20.00	\$6,400.00
106	SUBGRADE EXCAVATION (EV)	120	CY	\$16.50	\$1,980.00
107	SUBGRADE PREPARATION	3520	SY	\$1.50	\$5,280.00
108	GEOTEXTILE FABRIC, TYPE 5, NON-WOVEN	3520	SY	\$1.90	\$6,688.00
109	SELECT GRANULAR BORROW, MODIFIED (CV)	2160	CY	\$23.50	\$50,760.00
110	AGGREGATE BASE, CLASS 5 (100% CRUSHED)	2130	TON	\$22.00	\$46,860.00
111	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) - HEADWATERS PARKWAY	810	TON	\$100.10	\$81,081.00
112	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) - HEADWATERS PARKWAY	540	TON	\$100.10	\$54,054.00
113	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) - TRAIL, INCL EXCAV AND BASE	230	TON	\$150.00	\$34,500.00
114	BITUMINOUS MATERIAL FOR TACK COAT - HEADWATERS PARKWAY	290	GAL	\$3.30	\$957.00
115	B618 CONCRETE CURB AND GUTTER	1910	LF	\$25.00	\$47,750.00
116	PARKWAY CONCRETE CURB AND GUTTER	1900	LF	\$25.00	\$47,500.00
117	4" CONCRETE MEDIAN, INCL EXCAV AND BASE	1030	SF	\$8.00	\$8,240.00
118	6" CONCRETE PEDESTRIAN RAMP, INCL EXCAV AND BASE	340	SF	\$14.10	\$4,794.00
119	7" CONCRETE VALLEY GUTTER	1180	SF	\$10.00	\$11,800.00

120	TRUNCATED DOMES	52	SF	\$74.00	\$3,848.00
121	SALVAGE AND REINSTALL CASTING AND ADJUST	3	EA	\$500.00	\$1,500.00
122	ADJUST CATCH BASIN CASTING	5	EA	\$500.00	\$2,500.00
123	ADJUST MANHOLE CASTING TO FINAL WEAR COURSE GRADE	6	EA	\$320.00	\$1,920.00
124	ADJUST GATE VALVE & BOX TO FINAL WEAR COURSE GRADE	1	EA	\$250.00	\$250.00
125	CONNECT TO EXISTING WATER MAIN	2	EA	\$3,680.00	\$7,360.00
126	4" PVC WATER MAIN, C900 DR 18	900	LF	\$35.00	\$31,500.00
127	DUCTILE IRON FITTINGS	52	LBS	\$11.70	\$608.40
128	STREET SWEEPER WITH OPERATOR	10	HR	\$175.00	\$1,750.00
129	STABILIZED CONSTRUCTION EXIT	1	EA	\$1,550.00	\$1,550.00
130	WATER FOR DUST CONTROL	10	MGAL	\$20.00	\$200.00
131	DISC ANCHORED MULCH W/SEED MIXTURE 22-111 (TEMP FILL & BORROW AREAS)	15	AC	\$970.00	\$14,550.00
132	HYDRAULIC STABILIZED FIBER MATRIX W/SEED MIXTURE 25-131	4890	SY	\$1.40	\$6,846.00
133	COMMON TOPSOIL BORROW (LV)	290	CY	\$32.00	\$9,280.00
134	SALVAGE AND INSTALL PERMANENT BARRICADE	4	EA	\$470.00	\$1,880.00
135	PERMANENT BARRICADE	1	EA	\$380.00	\$380.00
136	SALVAGE AND REINSTALL SIGN	2	EA	\$250.00	\$500.00
137	SIGN PANELS, TYPE C, DIAMOND GRADE DG3	29.5	SF	\$61.00	\$1,799.50
138	4" SOLID LINE, WHITE MULTI-COMP	302	LF	\$3.90	\$1,177.80
139	LEFT TURN ARROW MESSAGE, WHITE MULTI-COMP	4	EA	\$500.00	\$2,000.00
140	3' WIDE CROSSWALK BLOCKS, WHITE MULTI-COMP	150	SF	\$15.00	\$2,250.00
PART 6 - FUTURE IMPROVEMENTS TOTAL ESTIMATED CONSTRUCTION COSTS:					\$533,718.70
SUMMARY					
PART 1 - SANITARY SEWER TOTAL ESTIMATED CONSTRUCTION COSTS:					\$2,775.00
PART 2 - WATER MAIN TOTAL ESTIMATED CONSTRUCTION COSTS:					\$0.00
PART 3 - SERVICES TOTAL ESTIMATED CONSTRUCTION COSTS:					\$0.00
PART 4 - STORM SEWER TOTAL ESTIMATED CONSTRUCTION COSTS:					\$38,854.00
PART 5 - STREET IMPROVEMENTS TOTAL ESTIMATED CONSTRUCTION COSTS:					\$138,577.00
PART 6 - FUTURE IMPROVEMENTS TOTAL ESTIMATED CONSTRUCTION COSTS:					\$533,718.70
TOTAL UTILITY & STREET CONTRACT CONSTRUCTION COSTS					\$713,924.70
	SITE GRADING & RESTORATION/STOCKPILE REMOVALS	1	LS	\$75,000.00	\$75,000.00
	STREET LIGHTING	4	EA	\$3,500.00	\$14,000.00
	PRIVATE UTILITIES	0	LS	\$40,000.00	\$0.00
	MATERIAL & UTILITY TESTING	0.35	LS	\$20,000.00	\$7,000.00
TOTAL PROJECT CONSTRUCTION COSTS					\$809,924.70
LESS CITY PORTION OF HEADWATERS PARKWAY					\$126,931.00
TOTAL PROJECT CONSTRUCTION COSTS LESS CITY PORTION OF HEADWATERS PARKWAY					\$682,993.70
125% PER IMPROVEMENT AGREEMENT					\$853,742.13
LETTER OF CREDIT AMOUNT ENTERED IN IMPROVEMENT AGREEMENT					\$860,000.00

STAFF MEMO

Date: March 11, 2024

To: Mayor and Councilmembers

From: Amanda Johnson, City Attorney

Re: 2023 Liquor and License Compliance Check Failure Hearings

A. BACKGROUND

On November 16, 2023, the Forest Lake Police Department (“PD”) conducted its annual liquor license compliance checks of businesses holding a City Liquor License. A compliance check involves have an individuals under 21 years of age enter the business location and attempt to purchase an alcoholic beverage.

The two licensees below allegedly failed their compliance checks. Pursuant to City Code §§ 119.22 through 119.24, the licensees are entitled to a hearing regarding the alleged license violation. At the hearing, the licensee may be represented by counsel and must be given the opportunity to be heard and present evidence.

Council should listen to the evidence presented by the City in this Memo and during the meeting, as well as any additional evidence or information provided by the licensee. If the Council finds that the violation has occurred, City Code dictates the minimum penalty under § 119.24(B).

For both liquor licensee hearings before the Council today, this would be their first violation within 24 months and pursuant to City Code § 119.24(B)(2), the minimum penalty is a \$500 fine. A copy of the relevant Code Section in Exhibit A.

B. HEARINGS

All licensees have been personally served notice of this hearing, including information about their rights and possible penalties at least 10 days prior to this hearing. The following are the Compliance Check Forms and related police reports, which are the City’s evidence for the violations.

1. Forest Hills Golf Club / The Grill at Forest Hills /Mulligan's Bar & Grill
 Date of Current Alleged Violation: 11/16/2023 (Compliance Check Failure)

23013256 ***FAIL***

Case # <u>FL-DE-231116-001</u>		Alcohol Compliance Check Form		County: <u>Washington</u>	
(Optional for Agency performing check to insert their number)					
Community		<u>Forest Lake City</u>			
Business Name		<u>Forest Hills Golf Club / Mulligan's Bar & Grill</u> <u>The grill at Forest Hills</u>			
Address		Number <u>7530</u> Street <u>210th ST N</u> City <u>Forest Lake</u> State <u>MN</u> Zip <u>55025-</u>			
Telephone					
Sale Type		<input checked="" type="radio"/> On-Sale <input type="radio"/> Off-Sale <input type="radio"/> Both			
Business Type		<input type="radio"/> Off-sale Retail Store <input type="radio"/> Municipal Store <input type="radio"/> Restaurant <input type="radio"/> Bar <input type="radio"/> Convenience/Gas <input type="radio"/> Supermarket/Groce <input checked="" type="radio"/> Other (private club, bowling, etc.)			
Date <u>11/16/2023</u>		Time <u>11:21</u> am/pm		Did officer or adult view transaction? <input type="radio"/> Yes <input checked="" type="radio"/> No	
Was purchase attempted? If YES, complete entire form: <input checked="" type="radio"/> Yes <input type="radio"/> No		If NO, check reason and stop here: <input type="radio"/> Does not sell alcohol <input type="radio"/> Conditions Unsatisfactory/Unsafe <input type="radio"/> Out of business <input type="radio"/> Other <input type="radio"/> After business hours			
Buyer <u>[REDACTED]</u> Use 3 initials	Age <input type="radio"/> Under 18 <input checked="" type="radio"/> 18 <input type="radio"/> 19 <input type="radio"/> 20	Sex <input type="radio"/> Female <input checked="" type="radio"/> Male	Officer <u>NLC</u> Use 3 initials	2nd Officer/Adult <u>MCC</u> Use 3 initials	
Was sale made? <input checked="" type="radio"/> Yes <input type="radio"/> No	Was age asked? <input type="radio"/> Yes <input checked="" type="radio"/> No	Was ID requested? <input type="radio"/> Yes <input checked="" type="radio"/> No	Was ID shown? <input type="radio"/> Yes <input checked="" type="radio"/> No		
Type of purchase <input type="radio"/> Self service <input checked="" type="radio"/> Clerk/Server assisted	Type of alcohol product <input type="radio"/> Beer <input type="radio"/> Wine <input type="radio"/> Other <u>Kango</u> <u>White Claw</u>	Amount Spent \$ <u> </u> <u> </u> <u> </u>			
Clerk/Server Description <input checked="" type="radio"/> Female <input type="radio"/> Male	Approximate Age <input checked="" type="radio"/> Under 30 years <input type="radio"/> Over 30 Years				
Description: <u>[REDACTED]</u>	Actual Age if known <u>18</u>				
<u>5/29/2005</u>		Employer Provided Training? <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown			
CHARGES:					
Clerk:	<input type="radio"/> Civil	<input type="radio"/> Criminal	<input type="radio"/> Warning	<input type="radio"/> None	
Licensee:	<input type="radio"/> Civil	<input type="radio"/> Criminal	<input type="radio"/> Warning	<input type="radio"/> None	
Additional Comments:					

INCIDENT REPORT NIBRS
FOREST LAKE POLICE DEPARTMENT
 1408 Lake St S
 Forest Lake, MN 55025
 651-464-5877



CASE#	WHEN REPORTED	EVENT LOCATION
FL23013256	11/16/2023 11:23:32 REC'D BY: IN PERSON	7530 210TH ST N Forest Lake, MN 55025

EVENT DETAILS	
Description: COMPLIANCE CHECK VIOLATIONS	Exceptional Clearance: NOT APPLICABLE

OFFENSE(S)		
Offense Level	Description	UCR/NIBRS Code
GROSS MISDEMEANOR	340A.503.2(1) Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr	90G Liquor Law Violations

OFFICERS ASSIGNED (2)		
Involvement Date	Name	Type
11/16/2023 11:23:32	Warke, FL17954	Reporting
11/16/2023 11:23:32	Carlson, FL20338	Assisting

PARTIES INVOLVED (5)			
SUMMARY			
Suspect	#1	[REDACTED]	
Person	#1	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
Person	#3	[REDACTED]	
Business	#1	Mulligan's Bar & Grill (FL)	
Suspect			
SUSPECTS (1)	Last Name	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
Person 1 (MISC ASSOCIATED NAMES)			
(3)	Last Name	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
Additional Information			
Person 2 (MISC ASSOCIATED NAMES)			

INCIDENT REPORT NIBRS**FOREST LAKE POLICE DEPARTMENT**

1408 Lake St S
Forest Lake, MN 55025
651-464-5877

CASE# FL23013256 cont'd



ORGS (1)	Last Name		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
Org			
Name	Address	Phone	
MULLIGAN'S BAR & GRILL (FL)	7530 210TH ST N Forest Lake, MN 55025	(M) 651-464-3097	
Related Offenses			
340A.503.2(1) Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr (90 G GM)			

OFFICER COMMENTS

Compliance check violation. Sale of alcohol to minor.

NARRATIVES (1)

Initial Report Warke FL17954 11/17/2023 15:50:00

On 11/16 at approximately 0900 hours, myself and Officer Carlson conducted compliance checks at retailers throughout the city. Officers were assisted by [REDACTED] both 18 years old. They both used their Minnesota picture driver's license as a source of identification, were given \$40 (2- \$20 bill) and advised no lying or trickery was allowed. Specifically, if they were asked how old they are they were to answer truthfully. A photo was taken of each of them prior to beginning the checks.

At approximately 1121 hours, [REDACTED] entered Forest Hill's Golf Course/Mulligan's Bar & Grill. Several minutes after they entered, Officer Carlson received a text advising that [REDACTED] had been served an alcoholic beverage.

Myself and Officer Carlson entered the restaurant; we located them both seated at the bar. [REDACTED] had a unopened can of mango White Claw in front of [REDACTED]. [REDACTED] said he ordered the White Claw from the female server who was still behind the bar. The female did not ask [REDACTED] age or for [REDACTED] identification. She set the White Claw down in front of [REDACTED] who then texted Officer Carlson. [REDACTED] were told to go out and wait for officers.

The female employee was identified by her Minnesota picture driver's license as [REDACTED]. [REDACTED] admitted she did not check to see if Stumpf was old enough to purchase alcohol but did serve it to him. [REDACTED] went to get a manager [REDACTED]. [REDACTED] went to get the general manager. [REDACTED] was advised of the process and that paperwork would be mailed to her address regarding how to respond to the criminal charge.

Once back in the squad, [REDACTED] said that [REDACTED] had just asked him for his member number as Officer Carlson and I were walking in. [REDACTED] did not have a chance to answer as [REDACTED] attention turned to us.

Prosecution referral completed.

Council Action:

Make a determination if Forest Hills Golf Course failed their 2023 liquor license compliance check and if so, impose a minimum of the following penalty:

- (1) First violation within 24 months: \$500 civil penalty.

2. Norman Quack's Chophouse

Date of Current Alleged Violation: 11/16/2023 (Compliance Check Failure)

23013262 * FAIL *

Case # <u>FL-0E-23116-001</u>		Alcohol Compliance Check Form		County: <u>Washington</u>	
<small>(Optional for Agency performing check to insert their number)</small>					
Community	<u>Forest Lake City</u>				
Business Name	<u>Norman Quack's Chophouse</u>				
Address	Number	Street			
	<u>843</u>	<u>Broadway AVE W</u>			
	City	State	Zip		
	<u>Forest Lake</u>	<u>MN</u>	<u>55025-</u>		
Telephone					
Sale Type	<input checked="" type="radio"/> On-Sale <input type="radio"/> Off-Sale <input type="radio"/> Both				
Business Type	<input type="radio"/> Off-sale Retail Store <input type="radio"/> Municipal Store <input type="radio"/> Restaurant <input checked="" type="radio"/> Bar				
	<input type="radio"/> Convenience/Gas <input type="radio"/> Supermarket/Groce <input type="radio"/> Other (private clude, bowling, etc.)				
Date	<u>11</u>	<u>16</u>	<u>2023</u>	Time	<u>12:50</u> am/pm
			Did officer or adult view transaction?		
			<input type="radio"/> Yes <input checked="" type="radio"/> No		
Was purchase attempted?		If NO, check reason and stop here:			
If YES, complete entire form:		<input type="radio"/> Does not sell alcohol <input type="radio"/> Conditions Unsatisfactory/Unsafe <input type="radio"/> Out of business <input type="radio"/> Other <input type="radio"/> After business hours			
Buyer	<u>[Redacted]</u>	Age	Sex	Officer	2nd Officer/Adult
	Use 3 initials	<input type="radio"/> Under 18 <input checked="" type="radio"/> 18 <input type="radio"/> 19 <input type="radio"/> 20	<input type="radio"/> Female <input checked="" type="radio"/> Male	<u>NLC</u>	<u>MCW</u>
				Use 3 initials	Use 3 initials
Was sale made?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Was age asked?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Was ID requested?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Was ID shown?	<input checked="" type="radio"/> Yes <input type="radio"/> No				
Type of purchase	Type of alcohol product		Amount Spent \$ <u> </u>		
<input type="radio"/> Self service <input checked="" type="radio"/> Clerk/Server assisted	<input type="radio"/> Beer <input type="radio"/> Wine <input checked="" type="radio"/> Other <u>Norms</u>				
		<u>Bacon</u>			
Clerk/Server Description	<input checked="" type="radio"/> Female <input type="radio"/> Male	Approximate Age	<input type="radio"/> Under 30 years <input type="radio"/> Over 30 Years		
Description:	<u>[Redacted]</u>	Actual Age if known	<u> </u>		
<u>Skamser 02-9-60</u>	Employer Provided Training? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Unknown				
CHARGES:					
Clerk:	<input type="radio"/> Civil <input type="radio"/> Criminal <input type="radio"/> Warning <input type="radio"/> None				
Licensee:	<input type="radio"/> Civil <input type="radio"/> Criminal <input type="radio"/> Warning <input type="radio"/> None				
Additional Comments:					

asked about provisional license
I wasn't even looking at the date
I'm not gonna feel bad, I've been doing this for 23 yrs.



INCIDENT REPORT NIBRS
FOREST LAKE POLICE DEPARTMENT
 1408 Lake St S
 Forest Lake, MN 55025
 651-464-5877



CASE#	WHEN REPORTED	EVENT LOCATION
FL23013262	11/16/2023 13:02:25 REC'D BY: IN PERSON	843 BROADWAY AVE W Forest Lake, MN 55025

EVENT DETAILS	
Description: COMPLIANCE CHECK VIOLATIONS	Exceptional Clearance: NOT APPLICABLE

OFFENSE(S)		
Offense Level	Description	UCR/NIBRS Code
GROSS MISDEMEANOR	340A.503.2(1) Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr	90G Liquor Law Violations

OFFICERS ASSIGNED (2)		
Involvement Date	Name	Type
11/16/2023 13:02:25	Warke, FL17954	Reporting
11/16/2023 13:02:25	Carlson, FL20338	Assisting

PARTIES INVOLVED (4)			
SUMMARY			
Suspect	#1	[REDACTED]	
Person	#1	[REDACTED]	
Person	#2	[REDACTED]	
Business	#1	Norman Quack's Chophouse (FI)	
Suspect			
SUSPECTS (1)	Last Name	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
Additional Information			
Related Offenses		Arrested?	
340A.503.2(1) Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr (90 G GM)		No	
Person 1 (MISC ASSOCIATED NAMES)			
PERSONS (2)	Last Name	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
Additional Information			
Person 2 (MISC ASSOCIATED NAMES)			
Last Name	[REDACTED]	[REDACTED]	Suffix
[REDACTED]	[REDACTED]	[REDACTED]	

INCIDENT REPORT NIBRS
FOREST LAKE POLICE DEPARTMENT
 1408 Lake St S
 Forest Lake, MN 55025
 651-464-5877

CASE# FL23013262 cont'd



ORGS (1)	Address		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
Additional Information			
Org			
Name		Address	Phone
NORMAN QUACK'S CHOPHOUSE (FL)		843 BROADWAY AVE W Forest Lake, MN 55025	(M) 651-982-6777
Related Offenses			
340A.503.2(1) Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr (90 G GM)			

OFFICER COMMENTS

Compliance check violation. Sale of alcohol to minor.

NARRATIVES (1)

Initial Report Warke FL17954 11/18/2023 07:34:00

On 11/16 at approximately 0900 hours, myself and Officer Carlson conducted compliance checks at retailers throughout the city. Officers were assisted by [REDACTED] both 18 years old. They both used their Minnesota picture driver's license as a source of identification, were given \$40 (2- \$20 bill) and advised no lying or trickery was allowed. Specifically, if they were asked how old they are, they were to answer truthfully. A photo was taken of each of them prior to beginning the checks.

At approximately 1250 hours, [REDACTED] entered Norman Quack's. Several minutes after they entered, Officer Carlson received a text advising that [REDACTED] had been served an alcoholic beverage.

Myself and Officer Carlson entered the restaurant; we located them both seated at the bar. [REDACTED] had a mixed drink, later found to be a "Norm's Bacon." [REDACTED] pointed out the person who served [REDACTED]; [REDACTED] told us that the female asked for and looked at his Minnesota picture driver's license. While looking at it, she asked why [REDACTED] still had a provisional license. It should be noted that [REDACTED] license does not expire until 2024. However, it is marked "Provisional Driver's License" across the top and under [REDACTED] picture it says, "Under 18 until 07/30/2023." Picture of license is on file. [REDACTED] were told to go out and wait for officers.

The female employee was identified by her Minnesota picture driver's license as [REDACTED]; [REDACTED] is the restaurant owner as well as the person who served [REDACTED]. [REDACTED] said she looked at [REDACTED] license and even questioned [REDACTED] about the provisional status. She made several comments to officer such as, "I wasn't even looking at the date" and "I'm not gonna feel bad, I've been doing this for 23 years." [REDACTED] was advised of the process and that paperwork would be mailed to her personal address regarding how to respond to the criminal charge and to the business for civil penalties.

Prosecution referral completed.

Council Action:

Make a determination if Norman Quacks failed their 2023 liquor license compliance check and if so, impose a minimum of the following penalty:

- (1) First violation within 24 months: \$500 civil penalty.

EXHIBIT A
FOREST LAKE CITY CODE § 119.24

§ 119.24 ADMINISTRATIVE PENALTIES.

(A) Civil sanctions imposed. Upon a finding by the Council that a licensee has failed to comply with an applicable state statute or rule relating to alcoholic beverages or failed to comply with any provision of this Chapter or any other provisions of the City Code, the Council may revoke the license, suspend the license for up to 60 days, impose a civil penalty of up to \$2,000 for each violation, or impose any combination of these sanctions. If the Council imposes a suspension, the Council shall set the dates relating to the suspension.

(B) Minimum penalties. The following are the minimum penalties that the Council shall impose upon a licensee for a violation listed in subsection A of this section. Based upon the nature, type, severity and circumstances of the violation, the Council may impose penalties exceeding those stated in this subsection. The determination whether to impose penalties above the minimum penalties and the level and order of the penalties above the minimum penalties will be at the sole discretion of the Council.

- (1) First violation within 24 months: \$500 civil penalty.
- (2) Second violation within 24 months: \$1,000 civil penalty and a one-day license suspension.
- (3) Third violation within 24 months: \$2,000 civil penalty and a three-day license suspension.
- (4) Fourth violation within 24 months: \$2,000 civil penalty and a 60-day license suspension.

(C) Hearing and notice. The licensee shall be granted a hearing upon at least ten days' notice before revocation or suspension is ordered by the Council. For purposes of this division, "notice" shall mean written notice served upon the licensee personally or by leaving the same at the licensee's usual place of abode with some person of suitable age and discretion then residing therein or by leaving the same at the licensed premises with the person in charge thereof. The notice shall state the time and place of the hearing and shall state the nature of charges against the licensee. No suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing pursuant to M.S. §§ 14.57 to 14.69 (the Administrative Procedures Act). This division does not require the Council to conduct the hearing before an employee of the office of administrative hearings. Imposition of a fine or suspension by either the Council or the Commissioner of Public Safety does not preclude the imposition of an additional fine or suspension by the other so long as the total fine or suspension does not exceed the maximum allowed by state statute.



Date: March 11, 2024

Agenda Item: Accept Donation from Orval Freiler

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

State statute requires cities to accept donations via resolution.

ISSUE BEFORE COUNCIL:

Should the Council accept the donation from Orval Freiler?

PROPOSAL/ANALYSIS:

Orval Freiler has made a donation to the city of \$200 in appreciation of a puzzle project at the senior center.

FISCAL IMPACT:

The funds will be deposited and accounted for as revenue in the senior center budget.

OPTIONS:

- 1) Approve Resolution No 03-11-24-01 to Accept the Donation from Orval Freiler
- 2) Amend and then Approve Resolution No 03-11-24-01 to Accept the Donation from Orval Freiler
- 3) Do not accept the donation.

RECOMMENDATIONS:

“Motion to approve Resolution No 03-11-24-01 Accepting the Donation from Orval Freiler, with gratitude.”

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

RESOLUTION NO. 03-11-24-01

RESOLUTION ACCEPTING DONATIONS

WHEREAS, Orval Frieler has submitted a donation to the City of Forest Lake Senior Center in the amount of \$200.00; and,

WHEREAS, the donation was made for the purpose of senior center operations and wall art; and,

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.

Adopted by the City Council of the City of Forest Lake this 11th day of March, 2024.

Mara Bain, Mayor

Attest:

Kristina Handt, Interim City Administrator



Date: March 11, 2024

Agenda Item: Accept Donation from Forest Lake Lions

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

State statute requires cities to accept donations via resolution.

ISSUE BEFORE COUNCIL:

Should the Council accept the donation from the Forest Lake Lions?

PROPOSAL/ANALYSIS:

The Forest Lake Lions have made a donation to the city of \$500 for costs related to holding the recent scam class and presentation at the senior center.

FISCAL IMPACT:

The funds will be deposited and accounted for as revenue in the senior center budget.

OPTIONS:

- 1) Approve Resolution No 03-11-24-02 to Accept the Donation from the Forest Lake Lions
- 2) Amend and then Approve Resolution No 03-11-24-02 to Accept the Donation from the Forest Lake Lions
- 3) Do not accept the donation.

RECOMMENDATIONS:

“Motion to approve Resolution No 03-11-24-02 Accepting the Donation from the Forest Lake Lions for the scam class and presentation at the senior center, with gratitude.”

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

RESOLUTION NO. 03-11-24-02

RESOLUTION ACCEPTING DONATIONS

WHEREAS, the Lions Club of Forest Lake has submitted a donation to the City of Forest Lake Senior Center in the amount of \$500.00; and,

WHEREAS, the donation was made for the purpose of funding a class and presentation; and,

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.

Adopted by the City Council of the City of Forest Lake this 11th day of March, 2024.

Mara Bain, Mayor

Attest:

Kristina Handt, Interim City Administrator



MEMO

TO: Forest Lake City Council
FROM: City Attorney Amanda Johnson
DATE: March 11, 2024
RE: Monopole Tower Lease – 843 Southwest 4th Street

Background

Crown Castle has a monopole cell tower located on City property – 843 Southwest 4th Street, the location of a City water tower. Often, when cities have cell antennas leases, they are for antennas located on top of a water tower. However, in this case, the lease is for a small area of ground where the tenant has installed a monopole. The monopole can hold up to four cellular companies. The City had been receiving about \$300/month for rent, which is far below reasonable market rates.

New Lease

Starting in 2023, the City engaged in negotiations with Crown Castle, although there was significant back and forth, the final negotiated lease terms provide the City with significantly more revenue. The significant terms are as follows:

- 5-year term with 4 additional renewal periods of 5 years (25 years)
- Monthly rent \$2,000
- 4% annual rent increase
- City will receive 20% of all rents paid by the additional three subtenants (called “co-locators”)

Council Requested Action

Motion to approve the attached lease with Crown Castle.

Enclosure

LAND LEASE AGREEMENT

This Land Lease Agreement (hereinafter "Lease") is made this ____ day of _____, 2024 ("Effective Date"), between the City of Forest Lake, a Minnesota municipal corporation ("Landlord") and NCWPCS MPL 25 - Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Tenant"). The Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Parties, would like to enter into this Lease for Landlord to lease a portion of Landlord's property to Tenant for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto.

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

1. **PREMISES.** Landlord hereby leases to Tenant a portion of Landlord's Property. The portion of the Property being leased contains approximately one thousand five hundred (1,500) square feet and is legally described on Exhibit A and shown on the approved plans, hereinafter referred to as Exhibit B, attached hereto and incorporated herein (collectively, the "**Leased Premises**").

2. **PURPOSE.** The purpose of the Lease is for the operation and maintenance of a communication antenna facility, including without limitation, the Tower (as defined below), antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment (collectively referred to as "**Equipment**", as defined below). Equipment consists of the following:

- a. A tower of monopole design, not to exceed the height of Tenant's existing monopole tower at the Leased Premises as of the Effective Date of this Lease, unless approved by the Landlord, constructed and designed in structure and color to blend into the environment, more particularly depicted and described in Exhibit B, or as may be updated from time to time (the "**Tower**");
- b. Antennas attached to the Tower, as depicted and described in Exhibit B or as may be updated from time to time;
- c. Cable, utility wires, conduits, pipes and appurtenances connected to the Tower and located near the Tower base, as depicted and described in Exhibit B or as may be updated from time to time; and
- d. Equipment shelter containing communications, climate control, and electrical and other equipment, fixtures and personal property related to the operation and maintenance of Tenant's facility as depicted and described in Exhibit B or as may be updated from time to time.

In addition, this Lease grants to Tenant the non-exclusive right for ingress, egress and utilities, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over, under, or along a right-of-way extending from the nearest public right-of-way, Southwest Fourth Street, to the Leased Premises

for access. In the event any public utility is unable to use the right-of-way, Landlord hereby agrees to grant an additional right-of-way either to Tenant or to the public utility at no cost to Tenant.

3. TERM AND RENEWAL. The initial term of this Lease shall begin on December 31, 2024 (the "Commencement Date") and shall end on December 31, 2029 (hereinafter referred to as the "Initial Term"). Subject to the terms and conditions of this Lease, Tenant shall have the right to renew this Lease for four (4) additional five (5) year renewal periods (each a "Renewal Term" and collectively the "Renewal Terms") commencing on December 31, 2029 or on any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term upon the terms and conditions stated in this Lease, unless Tenant sends written notice of non-renewal to Landlord no later than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term, such notice to be provided in accordance with Section 18 of this Lease. The final Renewal Term shall expire on December 31, 2049. The Initial Term together with all Renewal Terms, the "***Term***".

4. RENT. The Parties hereby acknowledge and agree, as consideration for this Lease, Tenant shall pay: Two Thousand Dollars (\$2,000) per month (the "***Rent***") on the first (1st) day of the month, in advance, to Landlord, or to such other person, firm or place as the Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The annual rent shall increase each year without notice on January 1st by four percent (4.0%) from the previous year's rental rate, including during any Renewal Term.

5. REVENUE SHARE

- a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord twenty percent (20%) of any rents actually received by Tenant or assignees under and pursuant to the terms and provisions of any sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party (any such third party, the "***Additional Collocator***") (any such amounts, the "***Collocation Fee***"). Notwithstanding the foregoing, Landlord shall not be entitled to receive, and the Collocation Fee shall not include, any portion of any sums paid by an Additional Collocator to reimburse Tenant in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (including construction and/or installation costs), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower, including but not limited to taxes and/or revenue share reimbursement. The Collocation Fee shall not be subject to the escalations to Rent in this Lease. To the extent the amount of rents actually received by Tenant from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.
- b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, (i) Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the

sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant, and (ii) Tenant shall have no obligation for payment to Landlord the applicable Collocator Fee to the extent Tenant does not receive the rental, license or similar payments from such Additional Collocator. Non-payment of such rental, license or other similar payment by an Additional Collocator shall not be an event of default by Tenant under the Lease.

Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

6. OPERATION; MAINTENANCE; IMPROVEMENTS; USE; GOVERNMENTAL APPROVALS. Tenant shall use the Leased Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances in accordance with all federal, state and local regulations. It is the intent of the parties that the Equipment shall not constitute a fixture. Any damage done by Tenant to the Leased Premises or to Landlord's Property during installation, modification or normal operations, shall be repaired at Tenant's expense. Tenant shall provide Landlord with as-built drawings of the Equipment installed on the Leased Premises, which show the actual location of all Equipment. Said drawings shall be accompanied by a complete and detailed inventory of all Equipment and personal property actually placed on the Leased Premises. Except for any required building permits, Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, as modified by this Lease. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. All modifications and improvements shall be at Tenant's expense and the installation of all improvements shall be at the discretion and option of the Tenant, subject to the appropriate approvals, as required by this Lease. Tenant shall have the right to replace, repair, add or otherwise modify its Equipment or any portion thereof in accordance with all applicable Forest Lake City Code and Zoning Ordinance requirements, including the right to replace, repair or otherwise modify all or a part of Tenant's Equipment contained within the equipment shelter, as well as the style, type, location and number of its antennas and other Equipment attached to Tenant's Tower. Tenant will maintain the Leased Premises in a good condition reasonable wear and tear excepted. Landlord will maintain the Property, excluding the Leased Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that Tenant's ability to use the Leased Premises is contingent upon it obtaining after the execution date of this Lease all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities (collectively, the "**Approvals**") as well as satisfactory soil boring tests which will permit Tenant use of the Leased Premises as set forth above. Landlord agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals only if required by applicable law. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory, Tenant shall have the right to terminate this Lease. Notice of the Tenant's exercise of its right

to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the Tenant. All rentals paid to said termination date shall be retained by the Landlord. Upon such termination, this Lease shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other. If the Tenant, in its sole discretion determines that it is unable to use the Property for its intended purposes or the Tenant determines that the Leased Premises are no longer technically compatible for its intended use, Tenant may terminate this Lease pursuant to Paragraph 21 of this Lease.

7. INDEMNIFICATION. Subject to Paragraph 8 below, Tenant shall and hereby does indemnify, and hold Landlord harmless from all demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorney's fees and costs) actually incurred, asserted, and/or suffered (collectively, the "*Losses*"), whether to persons or property, arising directly from Tenant's negligence, gross negligence or willful misconduct in its use of the Leased Premises and the negligence, gross negligence or willful misconduct of Tenant's employees, agents, contractors, guests, licensees, and/or subtenants in their use of the Leased Premises; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to or arise as the result of the negligence, gross negligence or willful misconduct of Landlord or any of Landlord's employees, agents, contractors, and/or invitees. Landlord shall and hereby does indemnify and hold Tenant harmless from all Losses, whether to persons or property, arising directly from Landlord's negligence, gross negligence or willful misconduct in its use of the Property and the negligence, gross negligence or willful misconduct of Landlord's employees, agents, contractors, guests, licensees, or invitees in their use of the Property; provided, in all events, the aforementioned indemnification shall not apply if and to the extent that the Losses relate to, or arise as the result of, the negligence, gross negligence, or willful misconduct of Tenant or any of Tenant's employees, agents, contractors, and/or invitees. This Lease to indemnify and hold harmless does not constitute a waiver of Landlord of limitations on liability provided by any applicable Minnesota law, including Minnesota Statutes, Chapter 466.

8. INSURANCE.

- a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Leased Premises or to Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All policies of insurance covering property damage obtained by either Party concerning the Property shall waive the insurer's right of subrogation against the other Party.
- b. Tenant shall at all times during the term(s) hereof and at Tenant's sole cost and expense maintain in effect Worker's Compensation insurance with statutory limits and General Liability insurance to cover bodily injury and property damage, adequate to protect Landlord against liability for bodily injury or death of any person in connection with the use, operation and condition of the Leased Premises, in an amount not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) of combined single limit bodily injury and property damage coverage with not less than Two Million and No/100 Dollars (\$2,000,000.00)

in the aggregate. These limits can be met using the general liability policy limits and umbrella/excess limits. The General Liability policy shall cover the Leased Premises and include Landlord as an additional insured.

9. UTILITIES. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

10. INTERFERENCE. Tenant shall not interfere with Landlord's existing use of the Property and agrees to cease all actions that unreasonably and materially interfere with Landlord's use thereof no later than five (5) business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease. Landlord agrees that it will not permit the construction, installation or operation on the Property of any equipment or device that interferes with Tenant's use of the Leased Premises for a wireless communications facility. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph 10 and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief or specific performance.

11. REMOVAL UPON TERMINATION. In the event this Lease is terminated or not renewed, Tenant shall have one hundred twenty (120) days from the termination or expiration date to remove all of its communications equipment and other personal property from the Leased Premises, including the removal of any foundation to six (6) inches below grade, but not including underground utilities, if any, and restore the Leased Premises to its original condition, reasonable wear and tear excepted and casualty damage excepted. Landlord agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Tenant shall remain the personal property of Tenant and Tenant shall have the right to remove the same at any time during the term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Tenant to remain on the Leased Premises after the termination or expiration of the Lease, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. Notwithstanding anything contained in this Lease to the contrary, Tenant and its sublessees and/or licensees shall have the right to modify, alter, replace, remove, and maintain wireless communications facilities located within the Leased Premises without the consent or approval of Landlord, but shall not add or expand the wireless communication facilities without prior written consent or approval of Landlord.

12. RIGHTS UPON SALE.

- a. Should Landlord, at any time during the term of this Lease (including during any Renewal Term), decide to sell all or any part of the Property to a purchaser other than Tenant, such sale shall be under and subject to this Lease and Tenant's rights hereunder, and any sale by the Landlord of the portion of this Property underlying the right-of-way herein granted shall be under and subject to the right of the Tenant in and to such right-of-way.
- b. If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in this Lease), other than the Forest Lake Economic Development Authority, to purchase fee title, an easement, a lease, a license, or any other interest in the Leased Premises, or Landlord's

interest in this Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Lease, on the same terms and conditions in the offer, excluding any terms or conditions that are (i) not imposed in good faith; or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Leased Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

13. QUIET ENJOYMENT. Landlord covenants that Tenant, on paying rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Leased Premises.

14. TITLE. Landlord covenants that Landlord is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease. Landlord further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting Landlord's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Leased Premises by the Tenant as set forth above.

15. INTEGRATION. It is agreed and understood that this Lease contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Lease is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Lease. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise any of its rights under the Lease shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease, either in law or in equity.

16. GOVERNING LAW. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Minnesota, with venue lying in the applicable state court within Washington County, Minnesota or the appropriate United States District Court.

17. ASSIGNMENT. This Lease may be sold, assigned or transferred by Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other

business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the Tenant in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld or delayed. Tenant may sublet or license the Leased Premises without Landlord's consent; provided, however any sublease or license that is entered into by Tenant shall be subject to the provisions of this Lease and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

18. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Landlord: City of Forest Lake
1408 Lake Street South
Forest Lake, Minnesota 55025
Attention: City Administrator

With a Copy to: LeVander, Gillen & Miller, P.A.
Attn: Forest Lake City Attorney
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

Tenant: NCWPCS MPL 25 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a Copy to: CCATT LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. SUCCESSORS. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

20. RECORDING. Landlord agrees to execute a Memorandum of this Lease, attached as Exhibit C, which Tenant may record with the appropriate Recorder's Office. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

21. TERMINATION.

a. Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either Party as follows:

- i. By either Party upon sixty (60) days written notice to the other Party upon a default of any covenant or term hereof by the other Party, which default is not cured within fifteen (15) days of receipt of written notice of default to the other Party if a monetary default and thirty (30) days for any non-monetary default (without, however, limiting any other rights of the Parties pursuant to any other provisions hereof) provided that if consented to by the non-defaulting Party, which consent shall not be unreasonably withheld, conditioned or delayed, the defaulting Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion;
- ii. By Tenant upon one years' notice to the other Party, if the Leased Premises or Equipment is or becomes unacceptable for technological, design or engineering reasons or Tenant is unable to use the Property for its intended purposes or if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Equipment or Tenant's business;
- iii. By Tenant upon thirty (30) days written notice to the Landlord, if the Leased Premises is destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Equipment.
- iv. By Landlord if Tenant has failed to comply with applicable ordinances, state or federal law, or any conditions attached to government approvals granted thereunder, after written notice from Landlord of the failure and failing to cure within thirty (30) days of the notice, and subject to the extended period approved in writing pursuant to Paragraph 21.a.i.
- v. By Landlord upon two years' notice to the Tenant, if the Landlord determines in its sole discretion that the Leased Premises is to be redeveloped in a manner that will not permit the continued operation of the Equipment.

b. Rent Payments and Effect of Termination.

- i. Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the default if Landlord is in default, pursuant to Subparagraphs 21(a)(i); 21(a)(ii), and 21(a)(iii)(if Landlord is in default).
- ii. Landlord shall be entitled to payment of the balance of rent for the then current lease Term for termination pursuant to Subparagraphs 21(a)(i) and 21(a)(iv) if Tenant is at fault.

22. ENVIRONMENTAL. Without limiting the scope of Paragraph 7 above, Tenant will be responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and

specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Landlord will be responsible for and will defend, indemnify and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of the Leased Premises with respect to Hazardous Materials other than those introduced to the Leased Premises by Tenant.

23. CONDEMNATION. If Landlord receives notice of a proposed or threatened taking by eminent domain of any part of the land upon which the Leased Premises or easement rights are situated, whether through a condemnation lawsuit or the acquisition of land pursuant to the power of eminent domain, Landlord will notify Tenant of the proposed taking within five (5) business days of receiving said notice. In the event of any condemnation of the Property, Tenant may terminate this Lease upon fifteen (15) days written notice to Landlord if such condemnation may reasonably be expected to disrupt Tenant's operations at the Leased Premises for more than forty-five (45) days. Tenant may on its own behalf make a claim directly to the condemning authority in any condemnation proceeding involving the Leased Premises for losses related to the antennas, Equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

24. APPLICABLE LAWS. Tenant shall use the Leased Premises as may be required or as permitted by applicable laws, rules and regulations. Landlord agrees to keep the Property in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the Tenant regarding any compliance required by the Tenant in respect to its use of the Leased Premises.

25. SURVIVAL. The provisions of the Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration. If any term of this Lease is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

26. CAPTIONS. The captions contained in this Lease are inserted for convenience only and are not intended to be part of the Lease. They shall not affect or be utilized in the construction or interpretation of the Lease.

27. TAXES. Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "*Applicable Taxes*") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to Tenant's address set forth above unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written

reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Property, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

28. MORTGAGES. Landlord represents that, as of the date of this Lease, the Leased Premises is not encumbered by any mortgage. In the event that the Leased Premises shall become encumbered by such a mortgage in the future, Landlord shall obtain and furnish to Tenant a commercially reasonable non-disturbance agreement, in a form reasonably acceptable to Tenant, for each such mortgage, in recordable form.

29. IRS FORM W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Lease and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in Rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals to this Land Lease Agreement the day and year written below.

LANDLORD:

City of Forest Lake,
a Minnesota municipal corporation,

By: _____
Mara Bain
Its: Mayor

By: _____
Patrick Casey
Its: City Clerk

ACKNOWLEDGMENT

State/Commonwealth of _____)

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Mara Bain, the Mayor of City of Forest Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public
My commission expires

ACKNOWLEDGMENT

State/Commonwealth of _____)

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Patrick Casey, the City Clerk of City of Forest Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public
My commission expires

TENANT:

NCWPCS MPL 25 - Year Sites Tower Holdings LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____

Name:

Its:

Lisa A. Sedgwick
Lisa A. Sedgwick
Mgr Real Estate

ACKNOWLEDGMENT

State/Commonwealth of Texas)
County of Harris)

The foregoing instrument was acknowledged before me this 29 day of February, 2025, by Lisa A. Sedgwick, the Mgr Real Estate of CCATT LLC, a Delaware limited liability company, the attorney in fact for **NCWPCS MPL 25 - Year Sites Tower Holdings LLC**, a Delaware limited liability company, on behalf of the limited liability company.

Amanda Burrell

Notary Public

My commission expires 08/18/2025

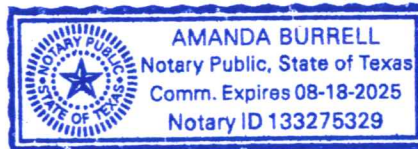


Exhibit A

Legal Description of the Property and Leased Premises

PROPERTY

A-1

Site Name: Forest Lake
Business Unit #: 856028

131552043v1
DRAFT 02/22/24 11:23AM

EXHIBIT A, SHEET 1

GRAHAM & ASSOCIATES, INC.
professional surveyors2619 Coon Rapids Boulevard, Suite 101,
Coon Rapids, Minnesota, 55433
612-755-0100

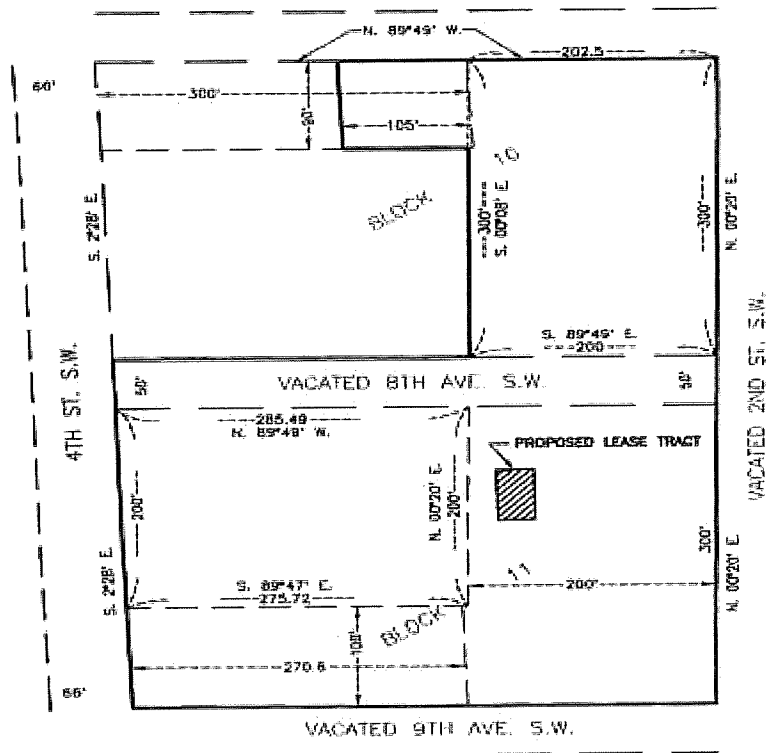
SCALE: 1"=100'

FOREST LAKE SITE / PARENT PARCEL

Sketch for: CELLULAR ONE

DESCRIPTION: See Attached

Orientation of this bearing system is based upon the
North line of Block 10, WALKER & GOODINES ADDITION
which is assumed to have a bearing of North 89°49' West



- ⊗ Denotes Found J.L.M.
- Denotes Found Iron Pipe
- Denotes 1/2"x14" Iron Pipe Monument Set and Marked by Minn. Reg. No. 11703

JOB NO.: 84182
BOOK: 108 PAGE: 74
VOLUME:
SEC. 8, T. 32, R. 21
CO. WASHINGTON

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the Laws of the State of Minnesota.

Robert H. Graham
Date: Dec. 29, 1994 Minn. Reg. No. 11703

A-2

Site Name: Forest Lake
Business Unit #: 856028

131552043v1
DRAFT 02/22/24 11:23AM

Exhibit A, Sheet 2

GRAHAM & ASSOCIATES, INC.
 professional surveyors
 2619 Coon Rapids Boulevard, Suite 101,
 Coon Rapids, Minnesota, 55433
 612-755-0100

LEGAL DESCRIPTION FOR: CELLULAR ONE

FOREST LAKE SITE / PARENT PARCEL

The East 105 feet of the West 300 feet of the North 90 feet of Block 10; and
 A 1.3 acre part of Block 11 described as follows: Beginning at the Northwest corner of said Block 11; thence South 2° 28' East along the West line thereof 200 feet; thence South 89° 49' East 275.72 feet; thence North 0° 20' East parallel with the East line of said Block 11 200 feet to the North line of said Block 11; thence North 89° 49' West along said North line 285.49 feet to the point of beginning; also vacated 8th Avenue; and
 The Easterly 200 feet, and the South 100 feet of West 270.6 feet of Block 11; and
 A 1.4 acre part of Block 10 described as follows: Beginning at the Southeast corner of said Block 10; thence North 0° 20' East along the East line thereof 300 feet to the Northeast corner of said Block 10; thence North 89° 49' West along the North line thereof 202.5 feet; thence South 0° 08' East 200 feet to the South line of Block 10; thence South 89° 49' East along said South line 200 feet to the point of beginning; also vacated 8th Avenue;
 ALL IN WALKER AND GOODINES ADDITION TO THE CITY OF FOREST LAKE, Washington County, Minnesota.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Property as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 1,500 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any).

A-3

Site Name: Forest Lake
 Business Unit #: 856028

131552043v1
 DRAFT 02/22/24 11:23AM

GRAHAM & ASSOCIATES, INC.
professional surveyors

2819 Coon Rapids Boulevard, Suite 101,
 Coon Rapids, Minnesota, 55433
 612-755-0100

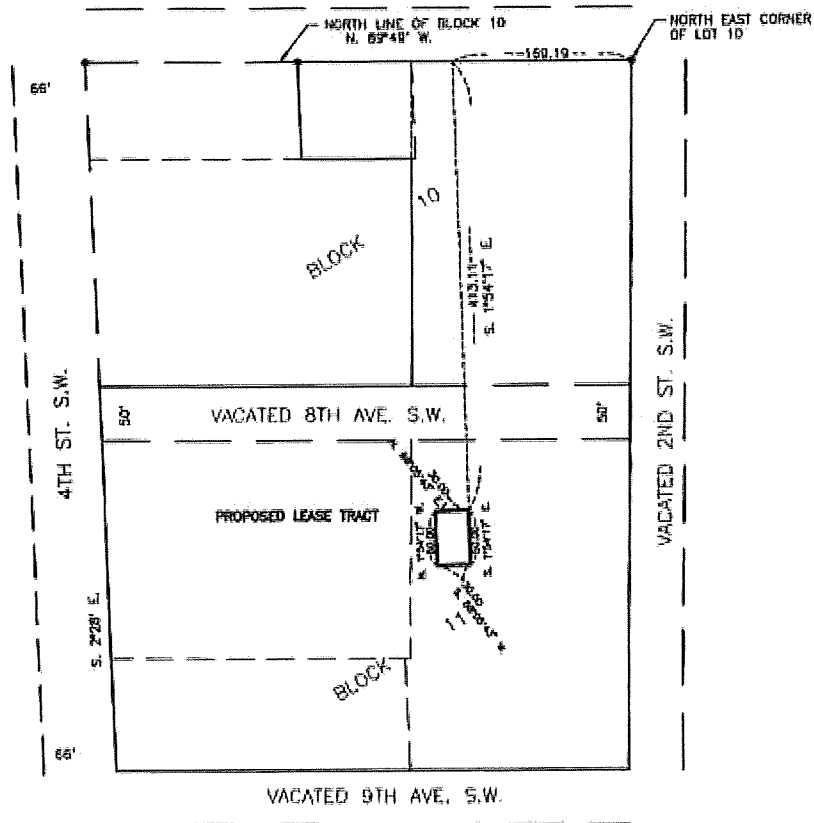
SCALE: 1"=100'

FOREST LAKE SITE / LEASE TRACT

CERTIFICATE OF SURVEY FOR: CELLULAR ONE

DESCRIPTION: See Attached

Orientation of this bearing system is based upon the
 North line of Block 10, WALKER & GOODINES ADDITION
 which is assumed to have a bearing of North 89°49' West



- ⊙ Denotes Found J.L.M.
- Denotes Found Iron Pipe
- Denotes 1/2"x14" Iron Pipe Monument Set and Marked by Minn. Reg. No. 11703

JOB NO.: 94182
 BOOK: 108 PAGE: 74
 VOLUME:
 SEC. 8, T. 32, R. 21
 CO. WASHINGTON

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the Laws of the State of Minnesota.

[Signature]

Date: Dec 19, 1994 Minn. Reg. No. 11703

A-4

Site Name: Forest Lake
 Business Unit #: 856028

131552043v1
 DRAFT 02/22/24 11:23AM

GRAHAM & ASSOCIATES, INC.
 professional surveyors
 2617 Coon Rapids Boulevard, Suite 101,
 Coon Rapids, Minnesota, 55433
 612-795-0100

LEGAL DESCRIPTION FOR: CELLULAR ONE

FOREST LAKE SITE / LEASE TRACT

A Lease Tract lying in Block 11, WALKER AND GOODINES ADDITION TO THE CITY OF FOREST LAKE, Washington County, Minnesota and more particularly described as follows:

Commencing at the Northeast corner of Block 10 of said WALKER AND GOODINES ADDITION TO THE CITY OF FOREST LAKE; thence North 89° 49' West along the North line of said Block 10 for a distance of 164.19 feet; thence South 1° 54' 17" East for a distance of 413.11 feet to the actual point of beginning of the Lease Tract to be described; thence continuing South 1° 54' 17" East for a distance of 50.00 feet; thence South 00° 05' 43" West for a distance of 30.00 feet; thence North 1° 54' 17" West for a distance of 50.00 feet; thence North 00° 05' 43" East for a distance of 30.00 feet to the point of beginning.

Together with a license for ingress and egress; and for the installation, maintenance and removal of utilities, over, under and across the parent parcel as heretofore described on Exhibit A.

Revised 12/30/94

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Property currently utilized by Tenant (and Tenant's customers, sublessees, and licensees) as of the date of the Lease, for ingress, egress and utility purposes from the Leased Premises to and from Southwest Fourth Street.

A-5

Site Name: Forest Lake
 Business Unit #: 856028

131552043v1
 DRAFT 02/22/24 11:23AM

Exhibit B
Plans

See attached drawings showing the depiction of the following Equipment:

Site Name: Forest Lake
Business Unit #: 856028

131552043v1
DRAFT 02/22/24 11:23AM



AT&T SITE NUMBER: MNL03068
 AT&T SITE NAME: FOREST LAKE
 AT&T PACE: MRUMW055118
 FA LOCATION CODE: 10094865
 AT&T PTN NUMBER: 5G NR RADIO

BUSINESS UNIT #: 856028
 SITE ADDRESS: 843 SW FOURTH ST
 FOREST LAKE, MN 55025
 COUNTY: WASHINGTON
 SITE TYPE: MONOPOLE
 TOWER HEIGHT: 200'-0"



BU #: 856028
 FOREST LAKE
 843 SW FOURTH ST
 FOREST LAKE, MN 55025
 EXISTING 200'-0"
 MONOPOLE

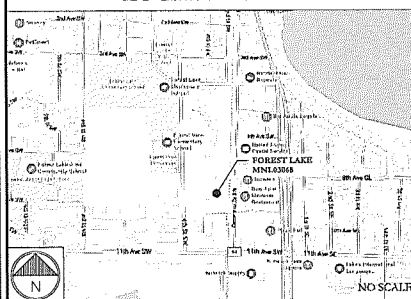
SITE INFORMATION

CROWN CASTLE USA INC.
 SITE NAME: FOREST LAKE
 BU NUMBER: 856028
 TOWER OWNER: CROWN CASTLE
 2000 CORPORATE DRIVE
 CANONSBURG, PA 15317
 CARRIER/APPLICANT: AT&T TOWER ASSET GROUP
 575 MOROSGO DRIVE
 ATLANTA, GA 30324-3300
 SITE ADDRESS: 843 SW FOURTH ST
 FOREST LAKE, MN 55025
 COUNTY: WASHINGTON
 LATITUDE: 45° 10' 13.93" / -45.270536°
 LONGITUDE: -92° 59' 14.24" / -92.987289°
 LAT/LONG TYPE: NAD83
 GROUND ELEVATION: 200 FT
 AREA OF CONSTRUCTION: EXISTING
 CURRENT ZONING: MIF
 MAP/PARCEL #: UNKNOWN
 OCCUPANCY CLASSIFICATION: U
 TYPE OF CONSTRUCTION: TTB
 A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
 PROPERTY OWNER: UNKNOWN
 JURISDICTION: CITY OF FOREST LAKE
 220 LAKE ST NORTH
 FOREST LAKE, MN 55025
 ELECTRIC PROVIDER: XCEL ENERGY
 (800) 851-1999
 TELCO PROVIDER: CENTURY LINK
 (800) 244-1111

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
T-2	GENERAL NOTES
C-1.1	SITE PLAN
C-1.2	EQUIPMENT PLAN
C-2	EXISTING & FINAL ELEVATIONS
C-3	EXISTING & FINAL ANTENNA PLANS
C-4	FINAL ANTENNA & COAXIAL CABLE SCHEDULE
C-5	EQUIPMENT SPECS
C-6	CABLE MARKING DIAGRAM
G-1	GROUNDING SCHEMATIC
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
ATTACHED	PLUMBING DIAGRAM
ATTACHED	MOUNT MODIFICATION DESIGN DRAWINGS

LOCATION MAP



DIRECTIONS FROM 7900 XHRXHS AVE S, BLOOMINGTON, MN 55431:
 USE FRANCE AVE S TO GET ON I-494 E
 TAKE EXIT 5A FOR I-35 N
 TAKE RAMP TO CONTINUE OF I-35 N
 TAKE EXIT 131 TOWARD FOREST LAKE
 TURN RIGHT ONTO W BROADWAY AVE
 TURN RIGHT ONTO 4TH ST SW. DESTINATION WILL BE ON THE LEFT
 NEXT TO THE WATER TOWER

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO ENHANCE BROADBAND CONNECTIVITY AND CAPACITY TO THE EXISTING ELIGIBLE WIRELESS FACILITY.

TOWER SCOPE OF WORK:
 • REMOVE (3) COMMSCOPE - RV4PX310R-V2 ANTENNAS
 • INSTALL MOUNT MODIFICATIONS PER MOUNT ANALYSIS BY B+T GROUP DATED APRIL 3, 2023
 • INSTALL (3) COMMSCOPE - NN44-65C-R6 ANTENNAS
 • INSTALL (3) NOKIA - AHCA B5 RRHs
 • INSTALL (1) DC CABLE (7/8")
 • INSTALL (3) VALMONT - RRUDSM BACK TO BACK MOUNTS

GROUND SCOPE OF WORK:
 • INSTALL (3) ABIA
 • INSTALL (1) AMIA
 • INSTALL (1) ABIO
 • INSTALL (3) ASU

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 11X17. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

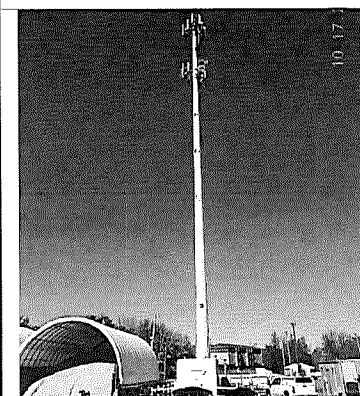


CALL MINNESOTA ONE CALL
 (800) 252-1166
 CALL 3 WORKING DAYS
 BEFORE YOU DIG



NOTE:
 PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE CROWN NOC AT (800) 788-7011 & CROWN CONSTRUCTION MANAGER

PHOTO



NO SCALE

APPLICABLE CODES & REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2020 MINNESOTA BUILDING CODE/ 2018 IBC
MECHANICAL	2020 MINNESOTA MECHANICAL AND FUEL GAS CODE/2018 IMC
ELECTRICAL	2020 MINNESOTA ELECTRICAL CODE/ 2020 NEC

REFERENCE DOCUMENTS:

STRUCTURAL ANALYSIS:	BY OTHERS
DATED:	
MOUNT ANALYSIS:	B+T GROUP
DATED:	APRIL 3, 2023
RFDS REVISION:	1.00
DATED:	03/14/23
ORDER ID:	618092
REVISION:	2

INSTALLER NOTE:

NO PROPOSED LOADING TO BE ADDED UNTIL MOUNT MODIFICATIONS ARE INSTALLED PER MOUNT ANALYSIS BY B+T GROUP DATED APRIL 3, 2023.

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.

SIGNATURE:
 NAME: ARON HENNEHOF
 DATE: 04/07/2023 LICENSE NUMBER: 00434

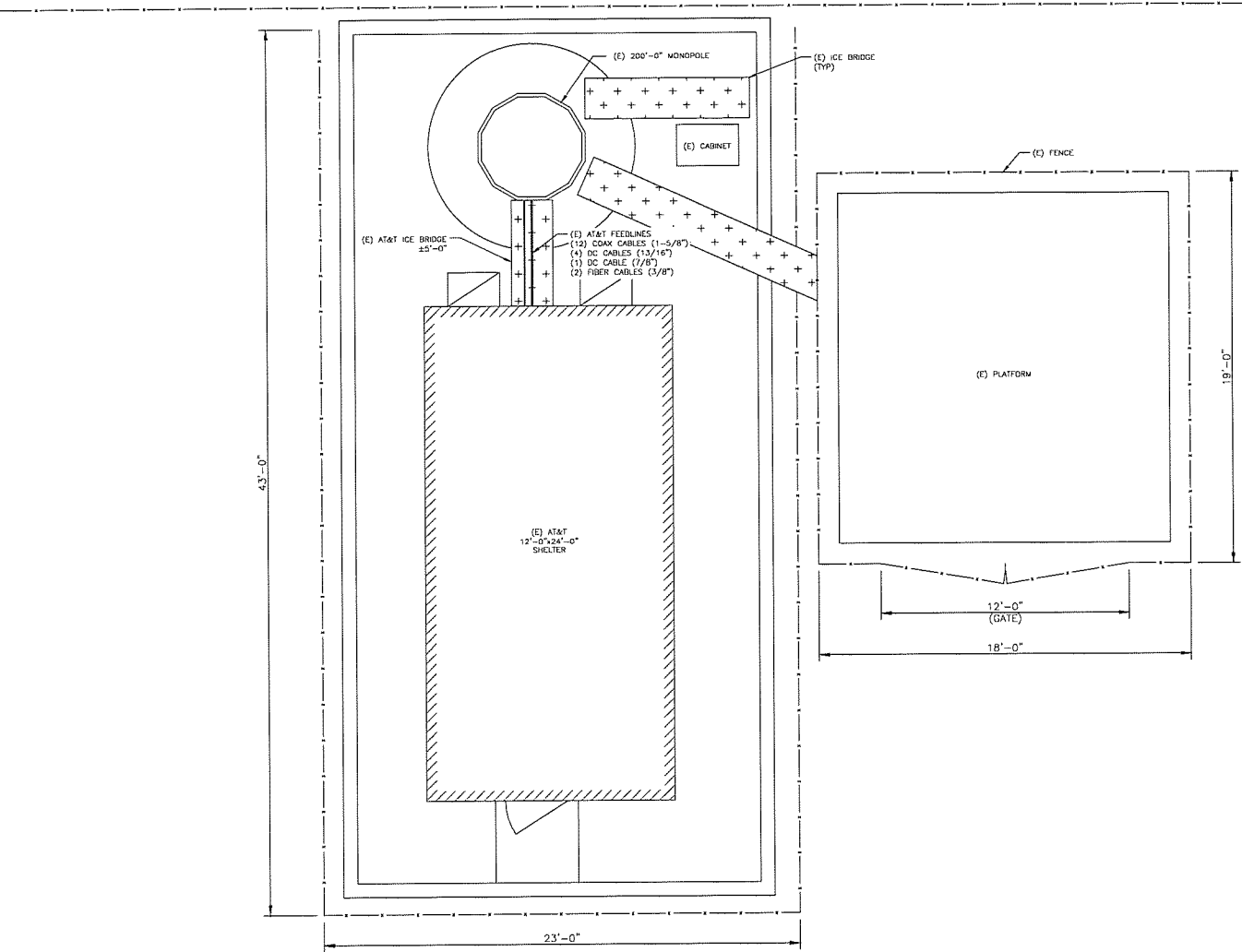
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO VIOLATE THIS DOCUMENT.

SHEET NUMBER:

T-1

REVISION:

2



1 SITE PLAN
SCALE: 3/8"=1'-0" (FULL SIZE)
3/16"=1'-0" (11x17)



 **AT&T**
575 MOROSGO DRIVE
ATLANTA, GA 30324-3300


 **CROWN CASTLE**
8020 KATY FREEWAY
HOUSTON, TX 77024

 **POD**
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

BU #: 856028
FOREST LAKE
843 SW FOURTH ST
FOREST LAKE, MN 55025
EXISTING 200'-0"
MONOPOLE

ISSUED FOR:				
REV	DATE	DRWN	DISCRIPTION	DES/QM
0	04/02/23	AMM	CONSTRUCTION	AH
1	04/06/23	AMM	CONSTRUCTION	AH
2	04/21/23	AMM	CONSTRUCTION	AH

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

SIGNATURE: 
NAME: MARK J. HENSCHDEL
DATE: _____ LICENSE NUMBER: 60454

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: C-1.1	REVISION: 2
-------------------------------	-----------------------

- GROUND SCOPE OF WORK:
- INSTALL (2) ABIA
 - INSTALL (1) AMIA
 - INSTALL (1) ABIO
 - INSTALL (1) ASI.

**AT&T**

575 MOROSGO DRIVE
ATLANTA, GA 30324-3300

**CROWN
CASTLE**

8020 KATY FREEWAY
HOUSTON, TX 77024

**POD**

POWER OF DESIGN
11450 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252


BU #: 856028
FOREST LAKE

843 SW FOURTH ST
FOREST LAKE, MN 55025

EXISTING 200'-0"
MONOPOLE

ISSUED FOR:				
REV	DATE	BY	DESCRIPTION	DESIGN
0	04/03/21	AMM	CONSTRUCTION	ASH
1	04/06/21	AMM	CONSTRUCTION	ASH
2	04/21/21	AMM	CONSTRUCTION	ASH

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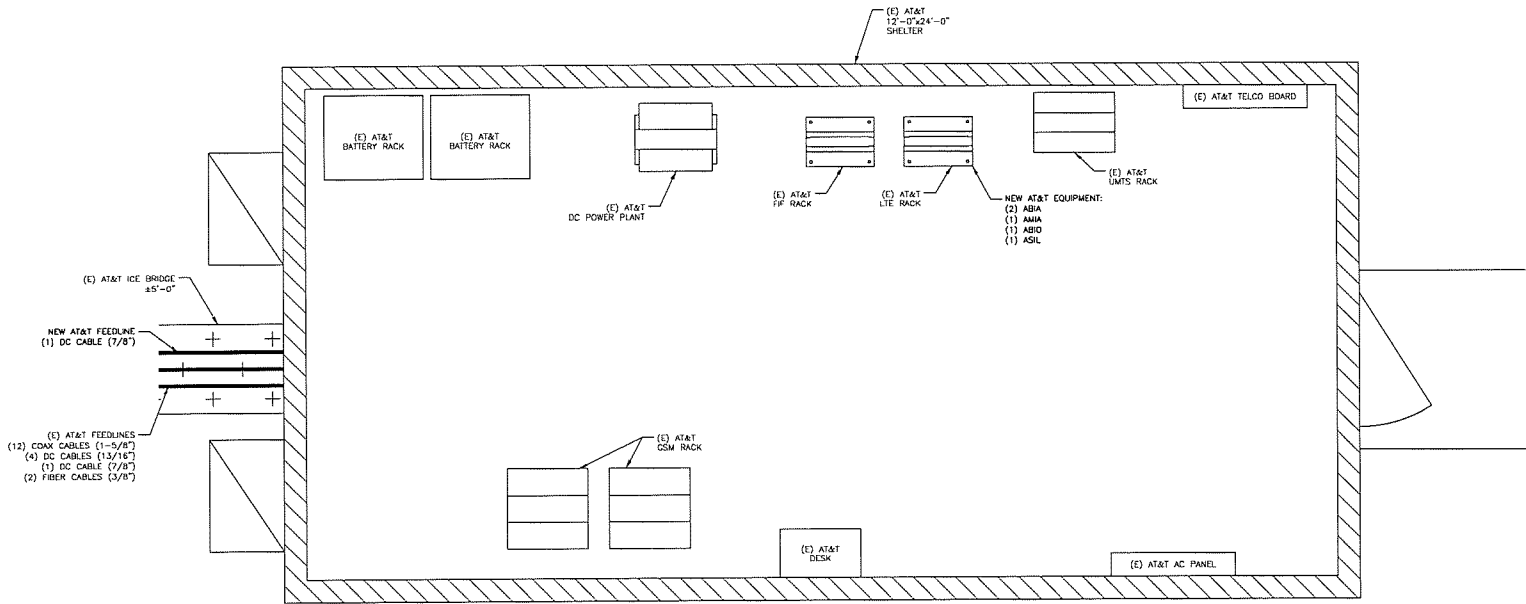
SIGNATURE: 

NAME: AARON J. HENNHOFF
DATE: 04/21/21 LICENSE NUMBER: 60434

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SHEET NUMBER:
C-1.2

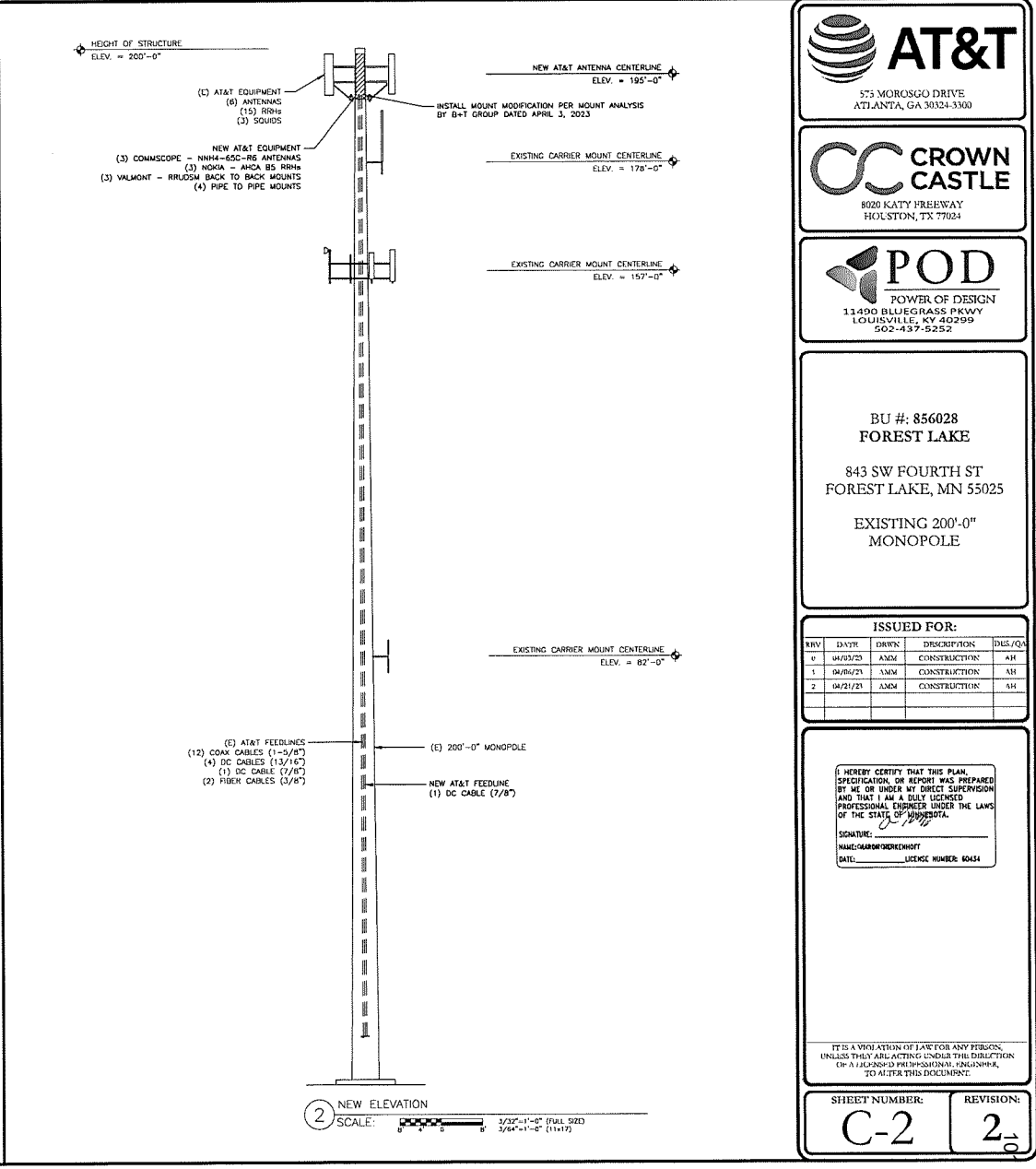
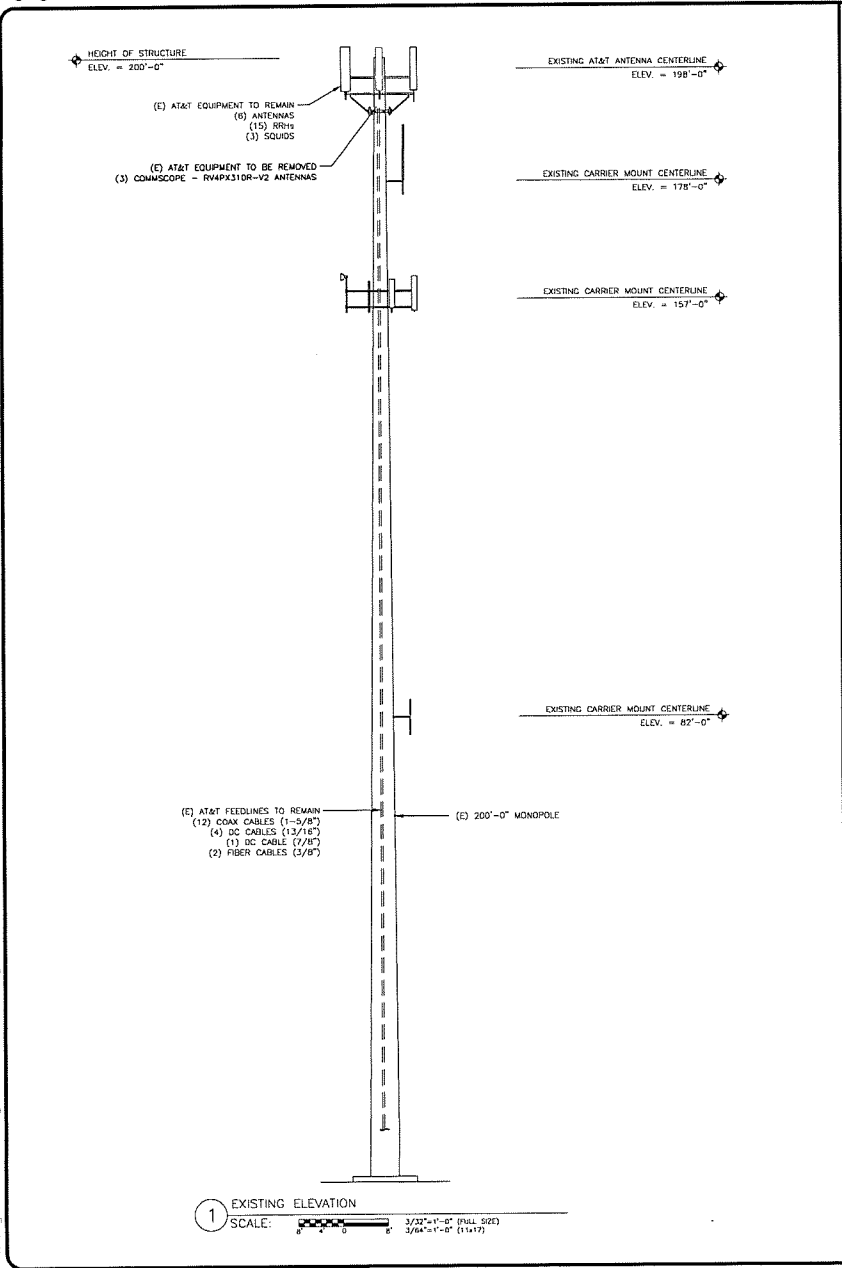
REVISION:
2



1 EQUIPMENT PLAN
SCALE: 3/4"=1'-0" (FULL SIZE)
3/8"=1'-0" (1:1.7)



MINNESOTA PROFESSIONAL ENGINEER 04/21/21



575 MOROSGO DRIVE
ATLANTA, GA 30324-3300



8020 KATY FREEWAY
HOUSTON, TX 77024



POWER OF DESIGN
11400 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

BU #: 856028

FOREST LAKE

843 SW FOURTH ST
FOREST LAKE, MN 55025

EXISTING 200'-0"
MONOPOLE

ISSUED FOR:

REV	DATE	DRAWN	DESCRIPTION	DESIGN
0	04/03/23	AMM	CONSTRUCTION	AH
1	04/05/23	AMM	CONSTRUCTION	AH
2	04/21/23	AMM	CONSTRUCTION	AH

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.

SIGNATURE: *[Signature]*
NAME: GABRIEL ODEHNOT
DATE: _____ LICENSE NUMBER: 80434

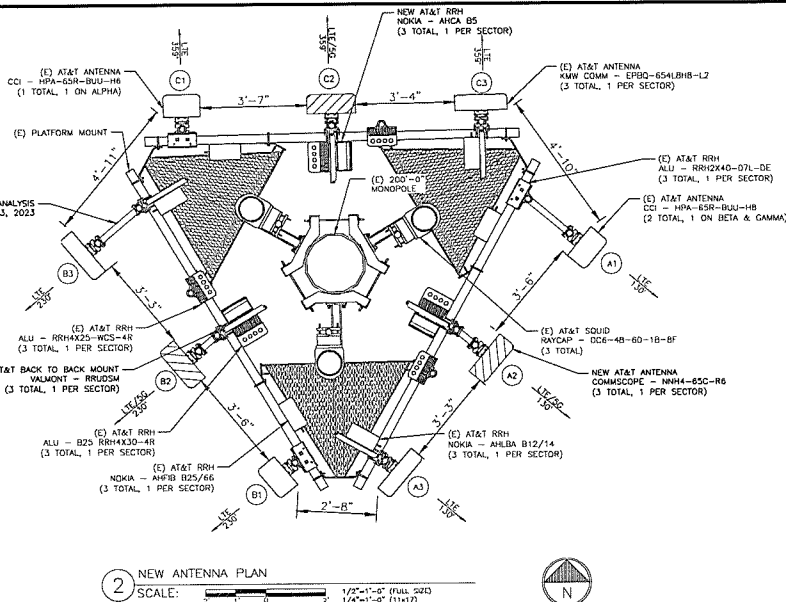
IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

C-2

REVISION:

2





BU #: 856028
FOREST LAKE
843 SW FOURTH ST
FOREST LAKE, MN 55025
EXISTING 200'-0"
MONOPOLE

ISSUED FOR:

REV	DATE	DESCR	DESCRIPTION	DWG/CM
0	04/03/23	AMM	CONSTRUCTION	AH
1	04/06/23	AMM	CONSTRUCTION	AH
2	04/21/23	AMM	CONSTRUCTION	AH

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SIGNATURE: *[Signature]*
NAME: ARON HENNEHOFF
DATE: 04/21/23 LICENSE NUMBER: 60434

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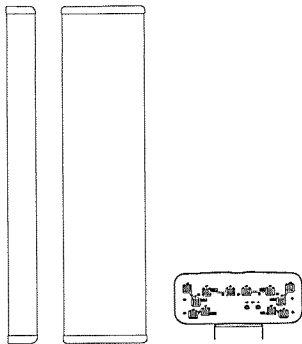
SHEET NUMBER: **C-4** REVISION: **2**

FINAL ANTENNA AND COAXIAL CABLE SCHEDULE

POSITION	TECH.	STATUS	AZIMUTH	ANTENNA TYPE	ANTENNA RAD CENTER	MECHANICAL DOWNTILT	ELECTRICAL DOWNTILT (LOW BAND/HIGH BAND)	MAIN COAX SIZE	MAIN COAX LENGTH	COAX QTY	TWA QTY	DIPLEXER QTY ON TOWER	RAYCAP DEMARC SQUID	DC & FIBER CABLES	RRH QTY ON TOWER	RRH QTY ON GROUND	DIPLEXERS QTY ON GROUND	RET HOMERUN
A1	LTE	EXISTING	130°	CCI HPA-65R-BUJ-HB	195°-0"	0°	4°	-	-	-	-	-	(E) (1) DC6-48-60-18-BF	(E) (2) 13/16" DC (F) (1) 3/8" FIBER	(E) (1) RRH2X40-07L-DE (C) (1) AHFB B25/66	-	-	-
A2	LTE/SC	NEW	130°	COMMSCOPE NNH4-65C-R6	195°-0"	0°	4°	-	-	-	-	-	-	-	(C) (1) RRH4X25-WCS-4R (E) (1) B25 RRH4X30-4R (N) (1) AMCA B5	-	-	-
A3	LTE	EXISTING	130°	KWM COMMUNICATIONS EPBQ-654LBHB-L2	195°-0"	0°	2°	-	-	-	-	-	-	-	(C) (1) AHLBA B12/14	-	-	-
BETA																		
B1	LTE	EXISTING	230°	CCI HPA-65R-BUJ-HB	195°-0"	0°	1°	-	-	-	-	-	(E) (1) DC6-48-60-18-BF	(E) (2) 13/16" DC (F) (1) 3/8" FIBER	(E) (1) RRH2X40-07L-DE (C) (1) AHFB B25/66	-	-	-
B2	LTE/SC	NEW	230°	COMMSCOPE NNH4-65C-R6	195°-0"	0°	4°	-	-	-	-	-	-	-	(C) (1) RRH4X25-WCS-4R (E) (1) B25 RRH4X30-4R (N) (1) AMCA B5	-	-	-
B3	LTE	EXISTING	230°	KWM COMMUNICATIONS EPBQ-654LBHB-L2	195°-0"	0°	2°	-	-	-	-	-	-	-	(C) (1) AHLBA B12/14	-	-	-
GAMMA																		
C1	LTE	EXISTING	359°	CCI HPA-65R-BUJ-HB	195°-0"	0°	8°	-	-	-	-	-	(E) (1) DC6-48-60-18-BF	(E) (1) 13/16" DC (E) (1) 7/8" DC (N) (1) 7/8" DC	(E) (1) RRH2X40-07L-DE (C) (1) AHFB B25/66	-	-	-
C2	LTE/SC	NEW	359°	COMMSCOPE NNH4-65C-R6	195°-0"	0°	4°	-	-	-	-	-	-	-	(C) (1) RRH4X25-WCS-4R (E) (1) B25 RRH4X30-4R (N) (1) AMCA B5	-	-	-
C3	LTE	EXISTING	359°	KWM COMMUNICATIONS EPBQ-654LBHB-L2	195°-0"	0°	2°	-	-	-	-	-	-	-	(C) (1) AHLBA B12/14	-	-	-
NOTE: (E) - EXISTING (R) - RELOCATED (N) - NEW							UNUSED FEEDLINES	1-5/8"	245'-0"	12								

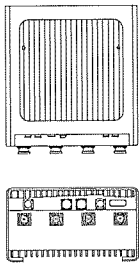
NOTE: RDS BEING USED
DATED 03/14/23 V 1.00

1 FINAL ANTENNA AND COAXIAL CABLE SCHEDULE
SCALE: NOT TO SCALE



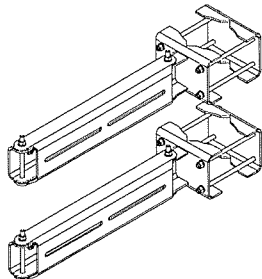
COMMScope - NNH4-65C-R6
WEIGHT (FULLY EQUIPPED): 99.2 LBS
SIZE (HxWxD): 96.0x19.6x7.8 IN.
CONNECTOR TYPE: 4.3-10 FEMALE (12 TOTAL PORTS)

1 COMMScope - NNH4-65C-R6
SCALE: NOT TO SCALE



NOKIA - AHCA B5
WEIGHT (FULLY EQUIPPED): 40.0 LBS
SIZE (HxWxD): 13.0x12.1x6.9 IN.

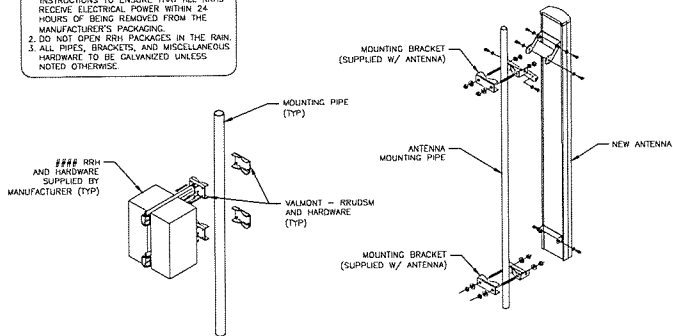
2 NOKIA - AHCA B5
SCALE: NOT TO SCALE



VALMONT - RRUDSM
DUAL SWIVEL MOUNT KITS FOR RRHs
(2 SWIVEL MOUNTS PER KIT)

3 VALMONT - RRUDSM
SCALE: NOT TO SCALE

INSTALLER NOTES:
1. COMPLY WITH MANUFACTURER'S INSTRUCTIONS TO ENSURE THAT ALL RRHs RECEIVE ELECTRICAL POWER WITHIN 24 HOURS OF BEING REMOVED FROM THE MANUFACTURER'S PACKAGING.
2. DO NOT OPEN RRH PACKAGES IN THE RAIN.
3. ALL PIPES, BRACKETS, AND MISCELLANEOUS HARDWARE TO BE GALVANIZED UNLESS NOTED OTHERWISE.



4 ANTENNA WITH RRHs MOUNTING DETAIL
SCALE: NOT TO SCALE

6 NOT USED
SCALE: NOT TO SCALE

AT&T
575 MOROSGO DRIVE
ATLANTA, GA 30324-3300

CROWN CASTLE
8520 KATY FREEWAY
HOUSTON, TX 77024

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40259
502-437-5252

BU #: 856028
FOREST LAKE
843 SW FOURTH ST
FOREST LAKE, MN 55025
EXISTING 200'-0"
MONOPOLE

ISSUED FOR:				
REV	DATE	BY	DESCRIPTION	CHKD / QA
0	04/05/25	AMM	CONSTRUCTION	AM
1	04/05/25	AMM	CONSTRUCTION	AM
2	04/21/25	AMM	CONSTRUCTION	AM

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.
SIGNATURE: *[Signature]*
NAME: ARON JERRENIHOFF
DATE: 04/21/25 LICENSE NUMBER: 60454

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: C-5
REVISION: 2

ANTENNA CABLEING NOTE:

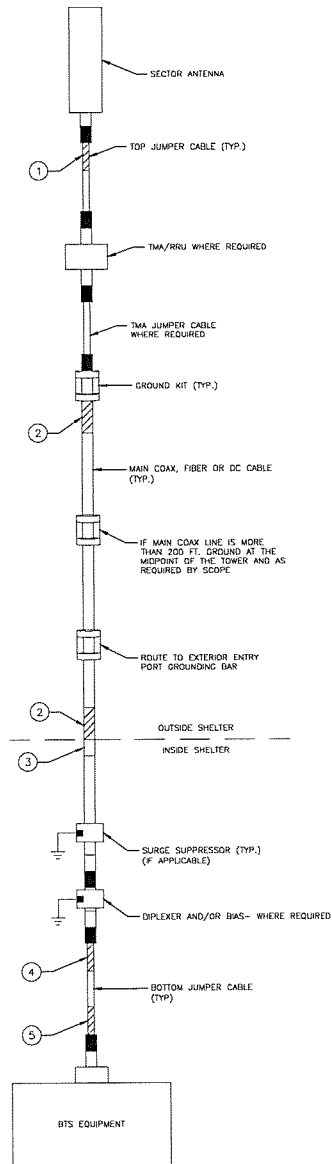
1. CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.
2. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE ADJUSTED TO ACHIEVE THE AZIMUTHS SPECIFIED AND LIMIT SHADOWING AND TO MEET THE SYSTEM REQUIREMENTS.
3. CONTRACTOR SHALL VERIFY THE HEIGHT OF THE ANTENNA WITH THE AT&T WIRELESS PROJECT MANAGER.
4. VERIFY TYPE AND SIZE OF TOWER LEG PRIOR TO ORDERING ANY ANTENNA MOUNT.
5. UNLESS NOTED OTHERWISE THE CONTRACTOR MUST PROVIDE ALL MATERIAL NECESSARY.
6. ANTENNA AZIMUTHS ARE DEGREES OFF OF TRUE NORTH, BEARING CLOCKWISE, IN WHICH ANTENNA FACE IS DIRECTED. ALL ANTENNAS (AND SUPPORTING STRUCTURES AS PRACTICALLY) SHALL BE ACCURATELY ORIENTED IN THE SPECIFIED DIRECTION.
7. CONTRACTOR SHALL VERIFY ALL RF INFORMATION PRIOR TO CONSTRUCTION.
8. SWEET TEST SHALL BE PERFORMED BY GENERAL CONTRACTOR AND SUBMITTED TO AT&T WIRELESS CONSTRUCTION SPECIALIST. TEST SHALL BE PERFORMED PER AT&T WIRELESS STANDARDS.
9. CABLE LENGTHS WERE DETERMINED BASED ON THE DESIGN DRAWING. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK.
10. CONTRACTOR TO USE ROSENBERGER FIBER LINE HANGER COMPONENTS (OR ENGINEER APPROVED EQUAL).

RF, DC, & COAX CABLE MARKING LOCATIONS TABLE	
NO	LOCATIONS
①	EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
②	EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BTS OR TRANSMITTER BUILDING.
③	CABLE ENTRY PORT ON THE INTERIOR OF THE SHELTER.
④	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.
⑤	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.

CABLE MARKING NOTES:

1. THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE.
2. THE STANDARD IS BASED ON EIGHT COLORED TAPES-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR CONTRACTOR ON SITE.
3. USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE COLOR CHART".
4. WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN TECHNOLOGIES IS ENCOUNTED, THE CONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING STANDARD IN THE ABSENCE OF AN EXISTING COLOR CODING AND TAGGING SCHEME, OR WHEN INSTALLING PROPOSED COAXIAL CABLES, THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SITE REGARDLESS OF TECHNOLOGY.
5. ALL COLOR CODE TAPE SHALL BE 3M-35 AND SHALL BE INSTALLED USING A MINIMUM OF (3) THREE WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
6. ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE, AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
7. ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.
8. IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE NEW TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.

1 CABLE MARKING DIAGRAM
SCALE: NOT TO SCALE



BU #: 856028
FOREST LAKE
843 SW FOURTH ST
FOREST LAKE, MN 55025
EXISTING 200'-0"
MONOPOLE

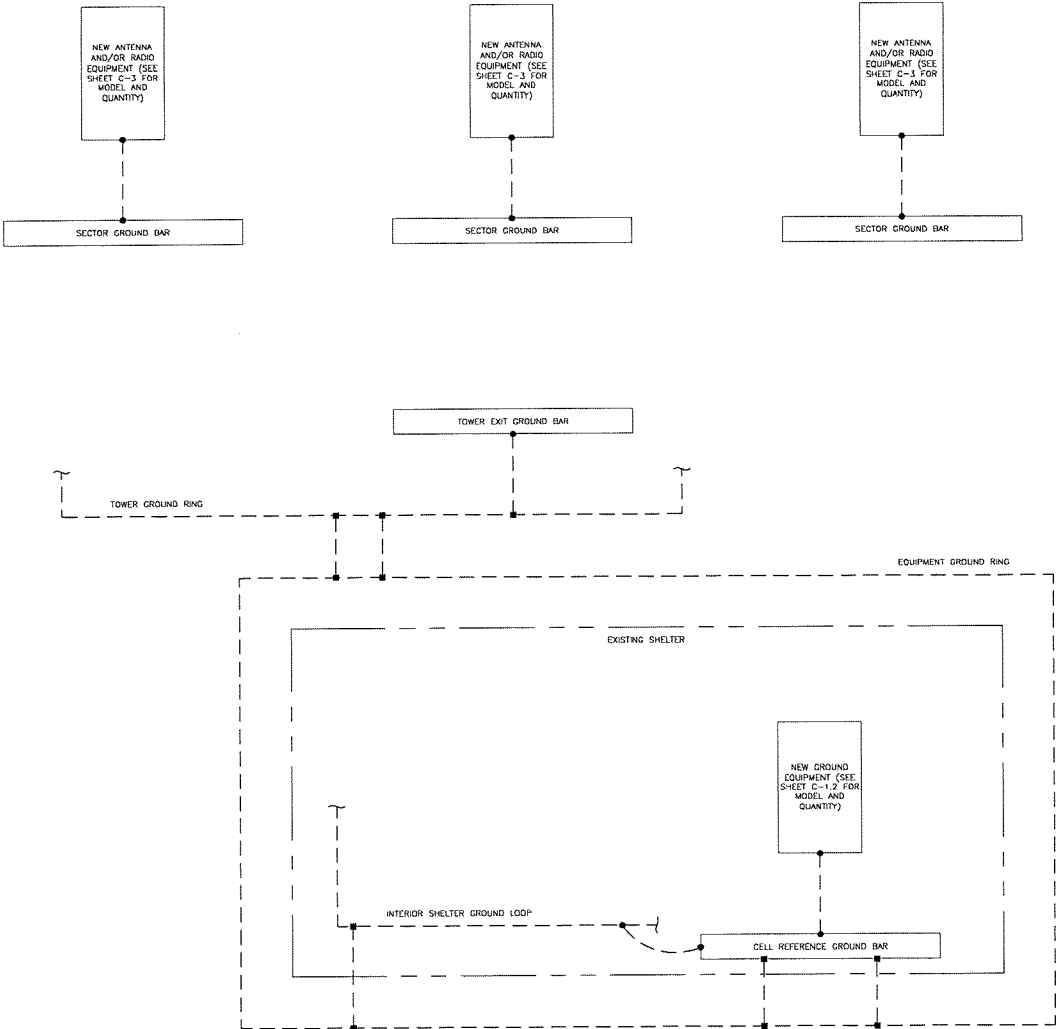
ISSUED FOR:				
REV	DATE	DRWN	DESCRIPTION	DIS./QA
0	04/05/23	AMM	CONSTRUCTION	AH
1	04/06/23	AMM	CONSTRUCTION	AH
2	04/21/23	AMM	CONSTRUCTION	AH

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.

SIGNATURE:
NAME: AARON HEKKENHOFF
DATE: 04/21/23 LICENSE NUMBER: 66434

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: C-6 REVISION: 2



1 GROUNDING SCHEMATIC
SCALE: NOT TO SCALE

GROUNDING PLAN LEGEND:

- GROUND WIRE
- EXOTHERMIC WELD
- MECHANICAL CONNECTION
- ⊙ COPPER GROUND ROD
- ⊗ GROUND ROD W/ TEST WELL

CELL REFERENCE GROUND BAR: POINT OF GROUND REFERENCE FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO GROUND RING WITH (2) #2 SOLID TINNED COPPER CONDUITS (ATT-TP-76416 7.6.7).

HATCH PLATE GROUND BAR: BOND TO THE INTERIOR GROUND RING WITH (2) #2 STRANDED GREEN INSULATED COPPER CONDUCTORS. WHEN A HATCH PLATE AND A CELL REFERENCE GROUND BAR ARE BOTH PRESENT, THE CELL SITE REFERENCE GROUND BAR MUST BE CONNECTED TO THE HATCH PLATE AND TO THE INTERIOR GROUND RING USING (2) #2 STRANDED GREEN INSULATED COPPER CONDUCTORS.

EXTERIOR CABLE ENTRY PORT GROUND BARS: LOCATED AT THE ENTRANCE TO THE CELL SITE BUILDING. BOND TO GROUND RING WITH A #2 SOLID TINNED COPPER CONDUCTORS WITH AN EXOTHERMIC WELD AND INSPECTION SLEEVE (ATT-TP-76416 7.6.7.2)

DURING ALL DC POWER SYSTEM CHANGES INCLUDING DC SYSTEM CHANGE OUTS, RECTIFIER REPLACEMENTS OR ADDITIONS, BREAKER DISTRIBUTION CHANGES, BATTERY ADDITIONS, BATTERY REPLACEMENTS AND INSTALLATIONS OR CHANGES TO DC CONVERTER SYSTEMS IT SHALL BE REQUIRED THAT SERVICES CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH MASTER DC SYSTEM RETURN GROUND CONDUCTOR FROM THE DC POWER SYSTEM COMMON RETURN BUS DIRECTLY CONNECTED TO THE CELL SITE REFERENCE GROUND BAR PER TP76300 SECTION H.6 AND TP76416 FIGURE 7-11 REQUIREMENTS.

AT&T
575 MOROSGO DRIVE
ATLANTA, GA 30324-3300

CROWN CASTLE
8020 KATY FREEWAY
HOUSTON, TX 77024

POD
POWER OF DESIGN
11490 BLUEGRASS PKWY
LOUISVILLE, KY 40299
502-437-5252

BU #: 856028
FOREST LAKE
843 SW FOURTH ST
FOREST LAKE, MN 55025
EXISTING 200'-0"
MONOPOLE

ISSUED FOR:

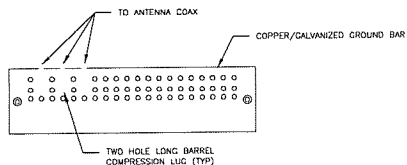
REV	DATE	BY	DESCRIPTION	CHK/QA
0	04/03/23	AMM	CONSTRUCTION	AH
1	04/06/23	AMM	CONSTRUCTION	AH
2	04/21/23	AMM	CONSTRUCTION	AH

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SIGNATURE: *[Signature]*
NAME: AMM JENSEN
DATE: 04/21/23 LICENSE NUMBER: 80434

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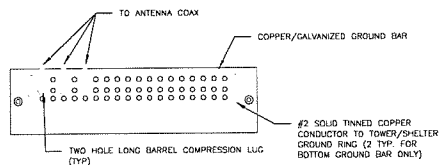
SHEET NUMBER: **G-1** REVISION: **2**



NOTES:

1. DOUBLING UP "OR STACKING" OF CONNECTIONS IS NOT PERMITTED.
2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
3. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO ANTENNA MOUNT STEEL.

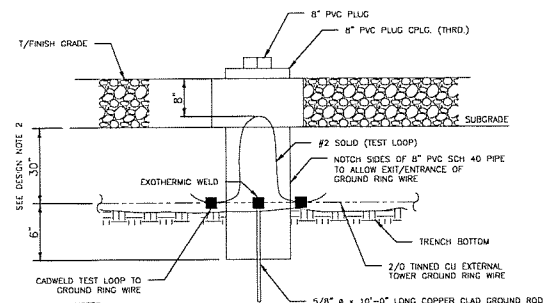
① ANTENNA SECTOR GROUND BAR DETAIL
SCALE: NOT TO SCALE



NOTES:

1. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
2. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL (TOWER ONLY).
3. GROUND BAR SHALL BE ISOLATED FROM BUILDING OR SHELTER.

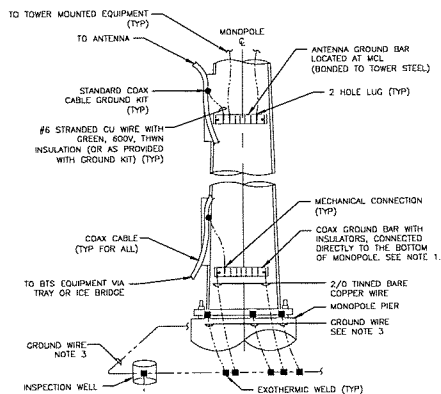
② TOWER/SHELTER GROUND BAR DETAIL
SCALE: NOT TO SCALE



NOTES:

1. GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL.
2. GROUND WIRE SHALL BE MIN. 30" BELOW GRADE OR 6" BELOW FROST LINE. (WHICH EVER IS GREATER) AS PER N.E.C. ARTICLE 250-50(D)

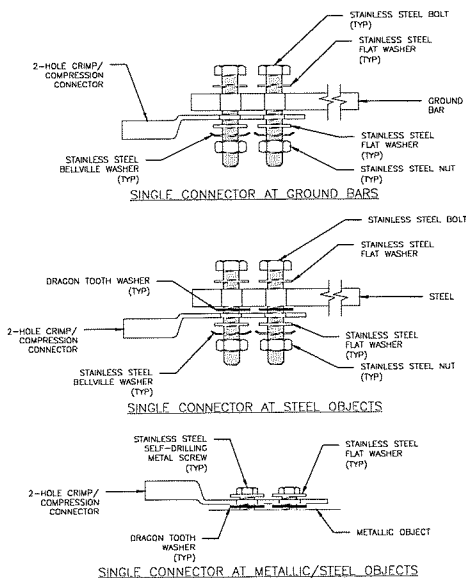
③ INSPECTION WELL DETAIL
SCALE: NOT TO SCALE



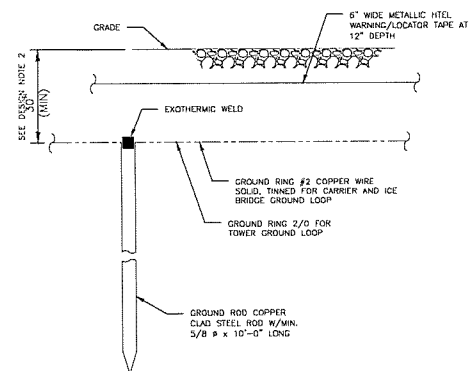
NOTES:

1. NUMBER OF GROUNDING BARS MAY VARY DEPENDING ON THE TYPE OF TOWER, ANTENNA LOCATIONS AND CONNECTION ORIENTATION. COAXIAL CABLES EXCEEDING 200 FEET ON THE TOWER SHALL HAVE GROUND KITS AT THE MIDPOINT. PROVIDE AS REQUIRED.
2. ONLY MECHANICAL CONNECTIONS ARE ALLOWED TO BE MADE TO CROWN CASTLE USA INC. TOWERS. ALL MECHANICAL CONNECTIONS SHALL BE TREATED WITH AN ANTI-OXIDANT COATING.
3. ALL TOWER GROUNDING SYSTEMS SHALL COMPLY WITH THE REQUIREMENTS OF THE RECOGNIZED EDITION OF ANSI/TIA 222 AND NFPA 70B.

④ TYPICAL ANTENNA CABLE GROUNDING
SCALE: NOT TO SCALE



⑤ HARDWARE DETAIL FOR EXTERIOR CONNECTIONS
SCALE: NOT TO SCALE



NOTES:

1. GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL.
2. GROUND WIRE SHALL BE MIN. 30" BELOW GRADE OR 6" BELOW FROST LINE. (WHICH EVER IS GREATER) AS PER N.E.C. ARTICLE 250-50(D)

⑥ GROUND ROD DETAIL
SCALE: NOT TO SCALE



BU #: 856028
FOREST LAKE

843 SW FOURTH ST
FOREST LAKE, MN 55025

EXISTING 200'-0"
MONOPOLE

ISSUED FOR:

REV	DATE	BY	DESCRIPTION	DESIGN
0	04/03/23	AMM	CONSTRUCTION	AH
1	04/06/23	AMM	CONSTRUCTION	AH
2	04/21/23	AMM	CONSTRUCTION	AH

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SIGNATURE: [Signature]
NAME: AMBER DEBEHNHOTT
DATE: [Date] LICENSE NUMBER: 60454

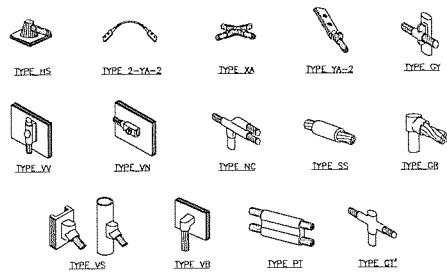
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER:

G-2

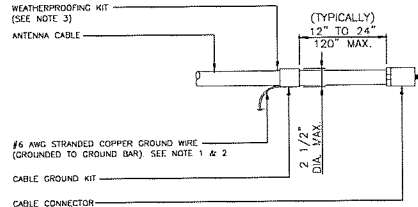
REVISION:

2



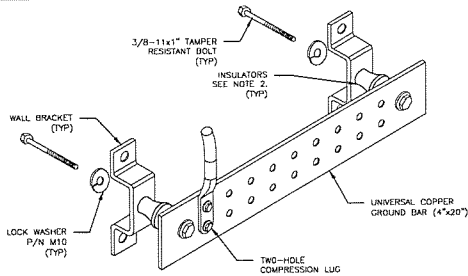
NOTE:
1. ERICO EXOTHERMIC "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH CONSTRUCTION MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.
2. MOLD TYPE ONLY TO BE USED BELOW GRADE WHEN CONNECTING GROUND RING TO GROUND ROD.

1 CADWELD GROUNDING CONNECTIONS
SCALE: NOT TO SCALE



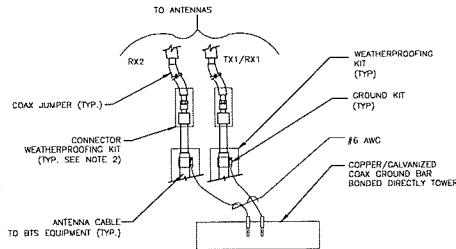
- NOTES:
- DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
 - GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
 - WEATHER PROOFING SHALL BE TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE USED.

3 CABLE GROUND KIT CONNECTION
SCALE: NOT TO SCALE



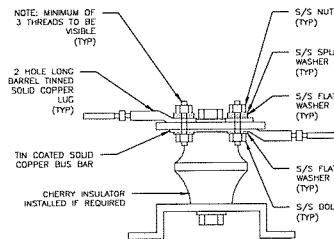
- NOTES:
- DOWN LEAD (HOME RUN) CONDUCTORS ARE NOT TO BE INSTALLED ON CROWN CASTLE USA INC. TOWER, PER THE GROUNDING DOWN CONDUCTOR POLICY CAG-STD-10001. NO MODIFICATION OR DRILLING TO TOWER STEEL IS ALLOWED IN ANY FORM OR FASHION. CAD-WELDING ON THE TOWER AND/OR IN THE AIR ARE NOT PERMITTED.
 - OMIT INSULATOR WHEN MOUNTING TO TOWER STEEL OR PLATFORM STEEL. USE INSULATORS WHEN ATTACHING TO BUILDING OR SHELTERS.

6 GROUND BAR DETAIL
SCALE: NOT TO SCALE



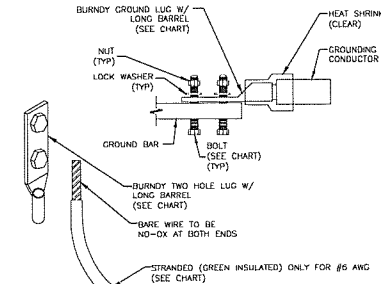
- NOTES:
- DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO ANTENNA GROUND BAR.
 - WEATHER PROOFING SHALL BE TWO-PART TAPE KIT. COLD SHRINK SHALL NOT BE USED.

4 GROUND CABLE CONNECTION
SCALE: NOT TO SCALE



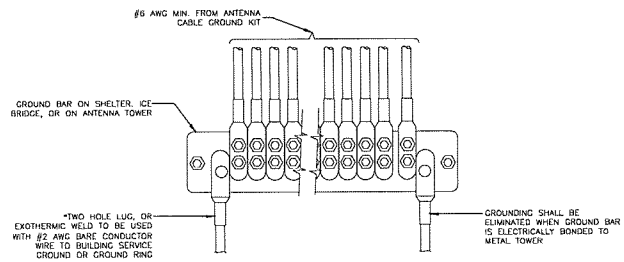
7 LUG DETAIL
SCALE: NOT TO SCALE

WIRE SIZE	BURNDY LUG	BOLT SIZE
#6 AWG GREEN INSULATED	YA6C-2TC3B	3/8" - 16 NC S 2 BOLT
#2 AWG SOLID TINNED	YA3C-2TC3B	3/8" - 16 NC S 2 BOLT
#2 AWG STRANDED	YA2C-2TC3B	3/8" - 16 NC S 2 BOLT
#2/D AWG STRANDED	YA2B-2TC3B	3/8" - 16 NC S 2 BOLT
#4/D AWG STRANDED	YA2B-2N	1/2" - 16 NC S 2 BOLT

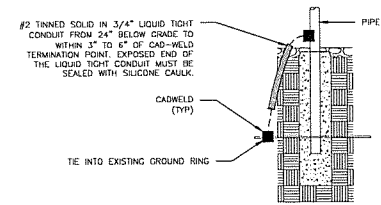


- NOTES:
- ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE BOLTS, NUTS, LOCK WASHERS SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, FLAT WASHER, GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.

2 MECHANICAL LUG CONNECTION
SCALE: NOT TO SCALE



5 GROUNDWIRE INSTALLATION
SCALE: NOT TO SCALE



8 TRANSITIONING GROUND DETAIL
SCALE: NOT TO SCALE



BU #: 856028
FOREST LAKE
843 SW FOURTH ST
FOREST LAKE, MN 55025
EXISTING 200'-0"
MONOPOLE

ISSUED FOR:				
REV	DATE	DRWN	DESCRIPTION	DIS./QA
0	04/02/23	AMM	CONSTRUCTION	AH
1	04/06/23	AMM	CONSTRUCTION	AH
2	04/21/23	AMM	CONSTRUCTION	AH

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SIGNATURE: [Signature]
NAME: ARNOLD HERNIMOFF
DATE: 04/21/23 LICENSE NUMBER: 06454

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SHEET NUMBER: G-3
REVISION: 2

Diagram - Sector	A	Diagram File Name -	WAT5305350_SectorA.png	Market -	MINNESOTA	Market Cluster -	ND/SD/NE/MN/IA
Atoll Site Name -	MNL03068	Location Name -	FOREST LAKE				
Comments:							

Sector A

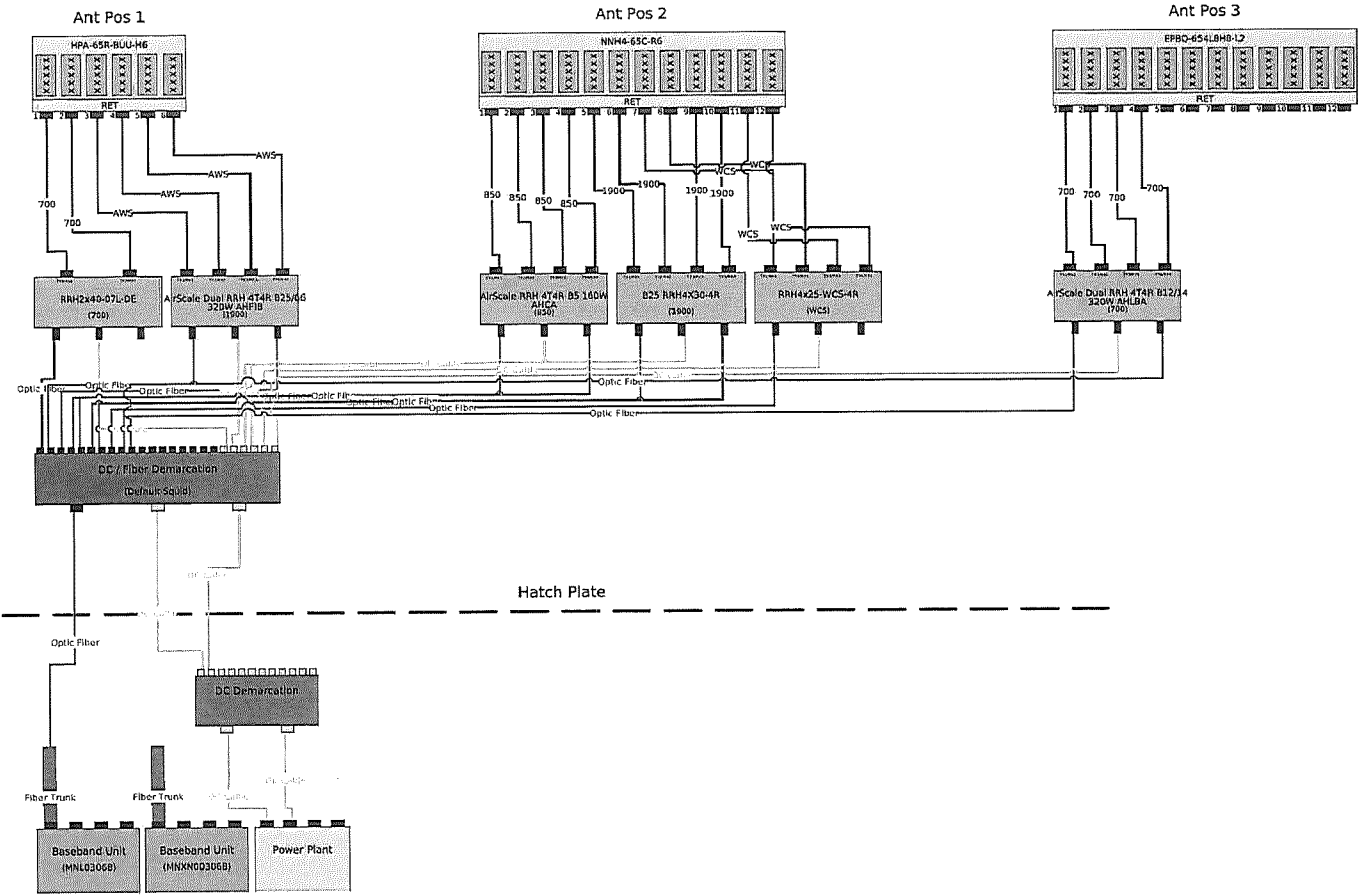


Diagram - Sector	B	Diagram File Name - WAT5905350_SectorB.png	Market -	MINNESOTA	Market Cluster -	ND/SD/NE/MN/IA
Atoll Site Name -	MNL03068	Location Name -	FOREST LAKE			
Comments:						

Sector B

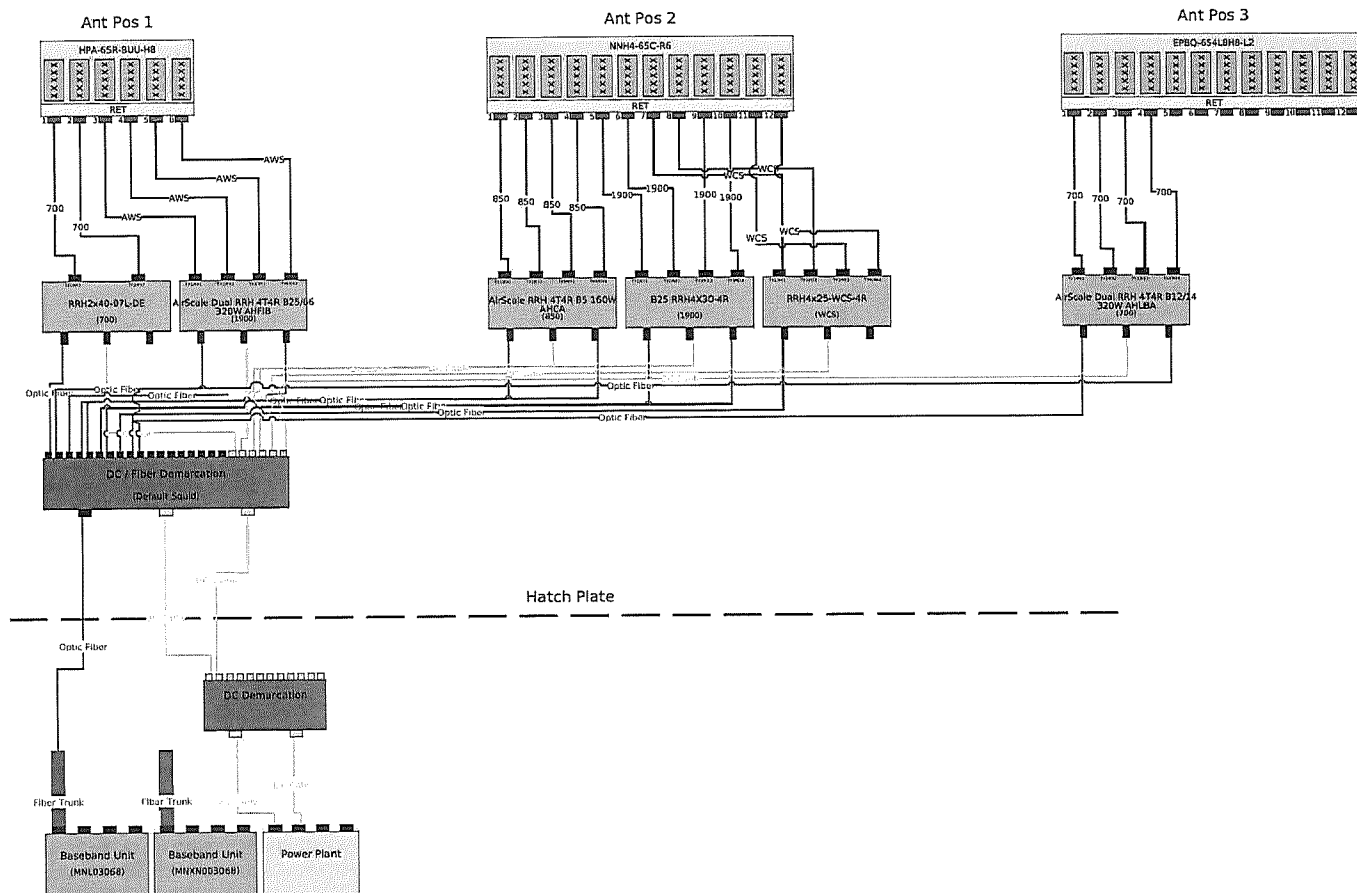
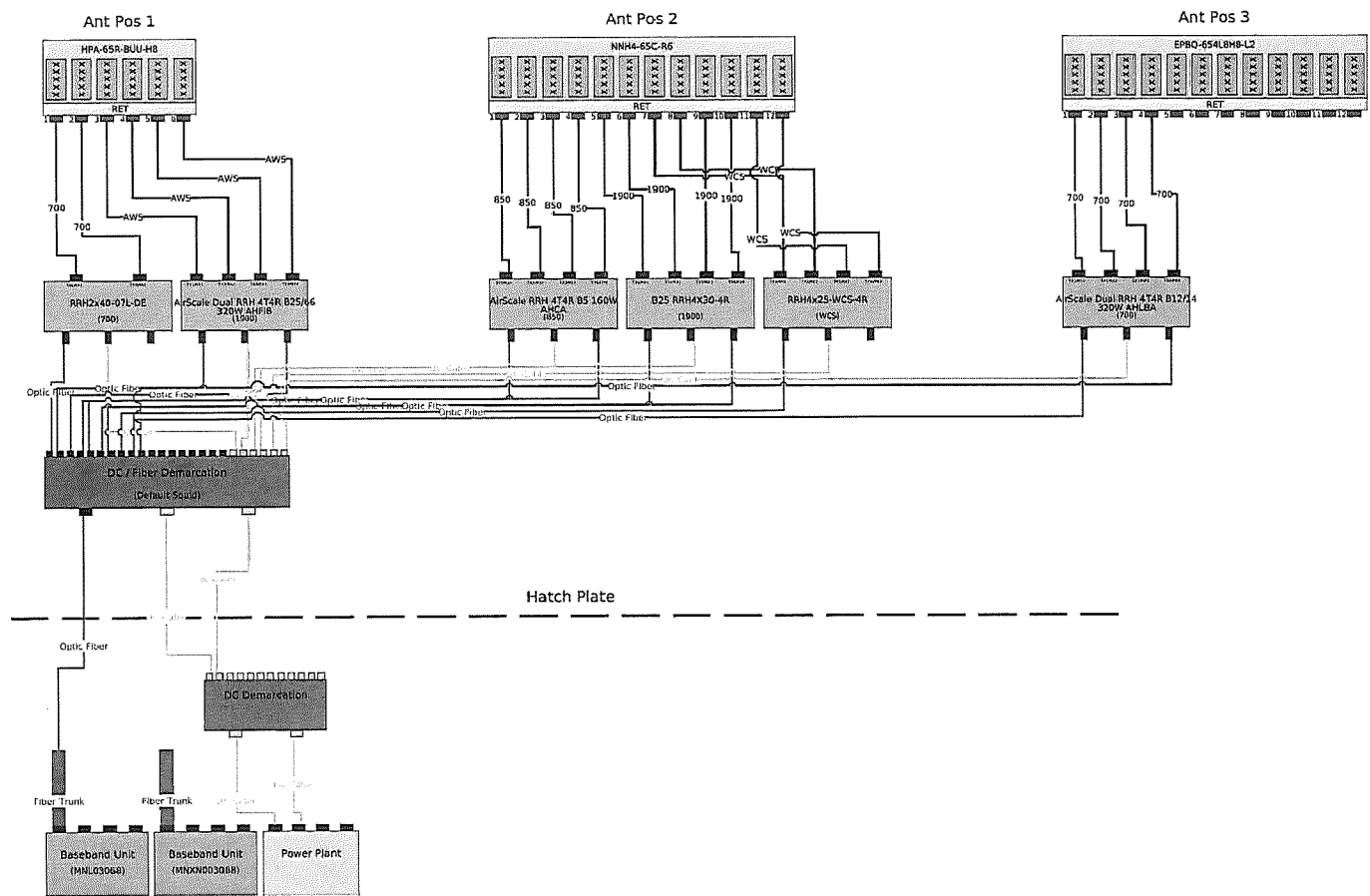
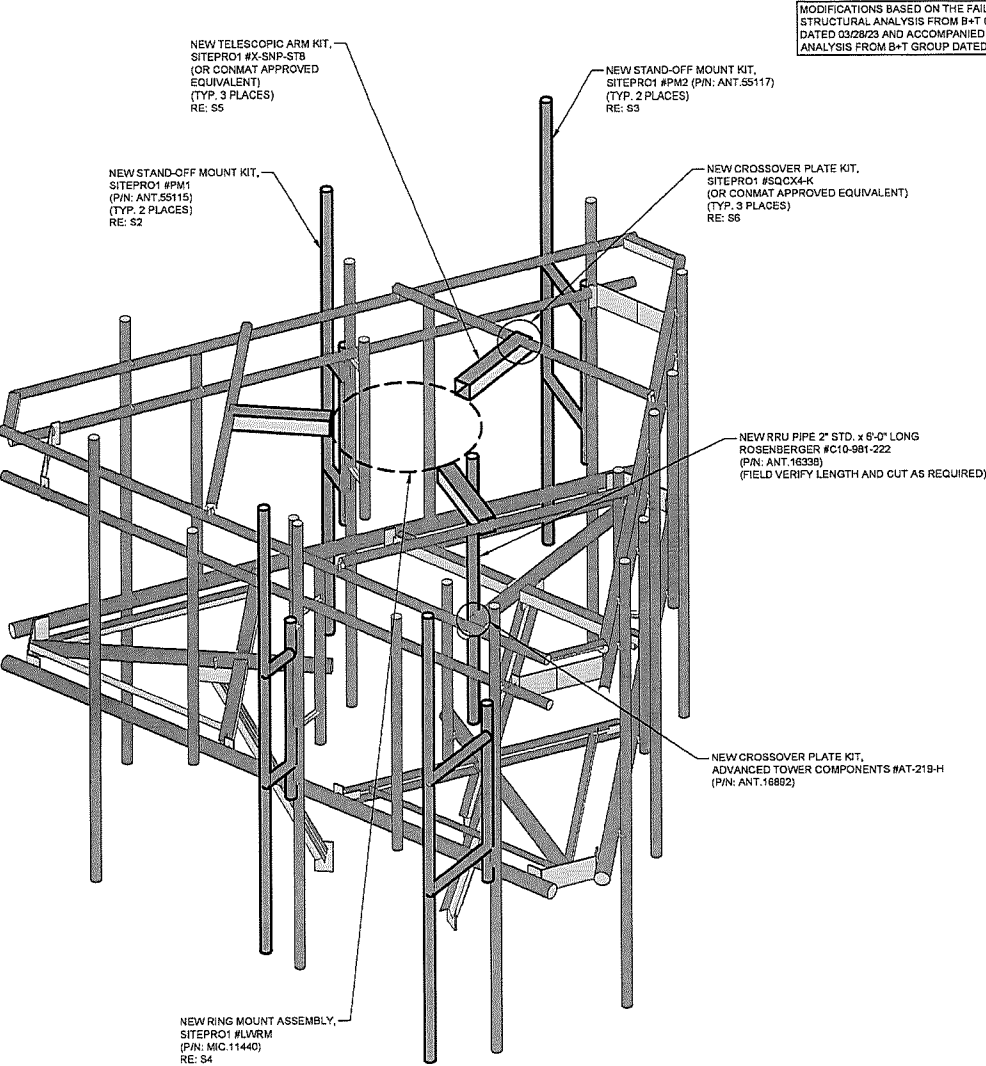


Diagram - Sector	C	Diagram File Name -	WAT5305350_SectorC.png	Market -	MINNESOTA	Market Cluster -	ND/SD/NE/MN/IA
Atoll Site Name -	MNL03068	Location Name -	FOREST LAKE				
Comments:							

Sector C





MODIFICATIONS BASED ON THE FAILING
STRUCTURAL ANALYSIS FROM B+T GROUP
DATED 03/28/23 AND ACCOMPANIED BY
ANALYSIS FROM B+T GROUP DATED 04/01/23

GENERAL NOTES

- 1.1 CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO THE MOBILIZING ON THE SITE FOR INSTALLATION OF THE MOUNT MODIFICATION AND SHALL NOTIFY THE ENGINEER OF RECORD IF THE FIELD CONDITIONS VARY FROM WHAT IS SHOWN ON THE DRAWINGS. IN ADDITION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD PRIOR TO MOBILIZING AT THE SITE IF THE MOUNT REINFORCEMENT SHOWN WILL NEED TO BE REVISED TO SATISFY FIELD CONDITIONS.
- 1.2 CONTRACTOR SHALL RELOCATE NON-ANTENNA EQUIPMENT ALONG THE EXISTING PIPE MOUNT THAT IT IS MOUNTED TO, TO ALLOW FOR INSTALLATION OF MOUNT REINFORCEMENT. ENGINEER OF RECORD WILL BE NOTIFIED IF NON-ANTENNA EQUIPMENT NEEDS TO BE RELOCATED TO ANY OTHER EXISTING MEMBERS TO ALLOW FOR INSTALLATION OF MOUNT MODIFICATION.
- 1.3 MODIFICATION SHALL BE COMPLETED PRIOR TO ADDING THE PROPOSED APPURTENANCES.
- 1.4 ALL WORK SHALL COMPLY WITH THE TIA-222-H STANDARD, ANSI/TIA-322 AND ANSI/ASSE A10.48, AS WELL AS ANY OTHER GOVERNING BUILDING CODES.
- 1.5 FIELD WORK WILL BE DONE AROUND EXISTING COAXIAL CABLE AND EQUIPMENT. ALL WORK SHALL BE DONE IN A MANNER SUCH THAT NO DAMAGE OCCURS TO THE EXISTING EQUIPMENT OR THE STRUCTURE.
- 1.6 A MINIMUM OF TWO COATS OF ZINGA COLD GALVANIZING COMPOUND (OR APPROVED EQUIVALENT) SHALL BE APPLIED TO ANY FIELD CUTS OR FIELD DRILLED HOLES.
- 1.7 THE USE OF A GAS TORCH OR WELDER WILL NOT BE PERMITTED ON THE TOWER WITHOUT THE CONSENT OF THE OWNER.
- 1.8 ALL FIELD CONNECTIONS SHALL BE MADE WITH A325N BOLTS, U.N.O.
- 1.9 IN LIEU OF TEMPORARY BRACING, CONTRACTOR MAY HAVE A STABILITY ANALYSIS PERFORMED BY AN ENGINEER LICENSED IN THE STATE THE TOWER IS LOCATED. THE ANALYSIS SHALL USE A MINIMUM WIND SPEED OF 45 mph (3-SEC) PER ANSI/TIA-322 AND ANSI/ASSE A10.48.
- 1.10 ALL CUTTING AND WELDING ACTIVITIES SHALL BE CONDUCTED IN ACCORDANCE WITH CCUSA POLICY "CUTTING AND WELDING PLAN" (DOC #ENG-PLAN-10015) ON AN ONGOING BASIS THROUGHOUT THE ENTIRE LIFE OF THE PROJECT.
- 1.11 DIMENSIONS WITH "±" MUST BE WITHIN 3" OF THE INDICATED DIMENSION.

FABRICATION

- 2.1 ALL WORK SHALL BE DONE IN ACCORDANCE WITH A.I.S.C. "SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS."
- 2.2 STRUCTURAL STEEL SHALL MEET THE FOLLOWING SPECIFICATIONS:

	YIELD	ASTM SPECS
STEEL PIPE, U.N.O.	35KSI	A53 GR.B
- 2.3 ALL NEW MATERIAL INCLUDING STRUCTURAL STEEL AND FASTENERS SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 AND A153.
- 2.4 WELDING SHALL MEET ANSI/AWS D1.1 STRUCTURAL WELDING CODE (LATEST REVISION). ELECTRODES SHALL BE E80 SERIES.
- 2.5 CONTRACTOR SHALL PROVIDE SHOP FABRICATION DRAWINGS TO B+T GROUP 5 DAYS PRIOR TO FABRICATION.



FOREST LAKE

843 SOUTHWEST FOURTH STREET
FOREST LAKE, MN 55025
WASHINGTON

EXISTING PLATFORM
AT 195'-00"

PROJECT NO: 92153.002.01.0002

CHECKED BY: IF

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION
0	04/01/23	PMS	CONSTRUCTION

B+T ENGINEERING, INC.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: CHAD E. TUTTLE

Signature: [Signature]

Date: 4/13/23 License # 42966

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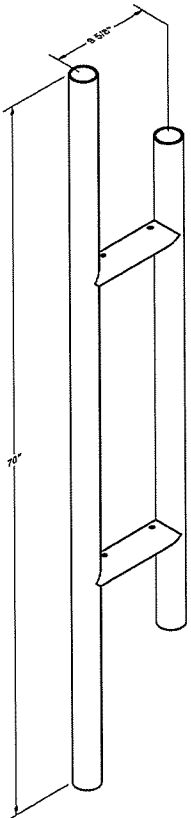
SHEET NUMBER: REVISION:

S1

0

1 MODIFIED PLATFORM
SCALE: N.T.S.

9/15/23_1002_01_0002_0002_0002_0002 - Sheet S2 - User: SUMANIN - Apr 01, 2023 - 4:28pm



PARTS LIST						
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	1	X-PM1	PM1 STANDOFF MOUNT WELDMENT		43.30	43.30

TOLERANCE NOTES

TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
SAWED, SHEARED AND GAS CUT EDGES ($\pm 0.030"$)
DRILLED AND GAS CUT HOLES ($\pm 0.030"$) - NO CONING OF HOLES
LASER CUT EDGES AND HOLES ($\pm 0.010"$) - NO CONING OF HOLES
BENDS AND ANGLES ARE $\pm 1/2$ DEGREE
ALL OTHER MACHINING ($\pm 0.030"$)
ALL OTHER ASSEMBLY ($\pm 0.060"$)

PROPRIETARY NOTE:
THE DATA AND TECHNIQUES CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT INDUSTRIES AND CONSIDERED A TRADE SECRET. ANY USE OR DISCLOSURE WITHOUT THE CONSENT OF VALMONT INDUSTRIES IS EXPRESSLY PROHIBITED.

DESCRIPTION

1' PANEL
STAND-OFF MOUNT

GPD NO.

81

DRAWN BY

CEK

8/9/2019

ENG. APPROVAL

CLASS

81

SUB

02

DRAWING USAGE

CUSTOMER

CHECKED BY

BMC

8/21/2019

PART NO.

PM1

DWG. NO.

PM1

1 OF 1

PAGE

SITE PRO 1

A valmont COMPANY

Locations:
New York, NY
Atlanta, GA
Los Angeles, CA
Plymouth, IN
Salem, OR
Dallas, TX
Tampa, FL

Engineering
Support Team:
1-888-753-7446

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SHEET NUMBER:
S2

REVISION:
0

W:\153_009_01_0027_Deant UOH Drawing.dwg - Sheet S3 - User: SUNDARIN - Apr 01, 2023 - 4:28pm

		PARTS LIST						
		ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
		1	1	X-PM2	PM2 STANDOFF MOUNT WELDMENT		51.04	51.04
TOLERANCE NOTES TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE: SAWED, SHEARED AND GAS CUT EDGES (± 0.030 ") DRILLED AND GAS CUT HOLES (± 0.030 ") - NO CONING OF HOLES LASER CUT EDGES AND HOLES (± 0.010 ") - NO CONING OF HOLES BENDS AND ANGLES ARE $\pm 1/2$ DEGREE ALL OTHER MACHINING (± 0.030 ") ALL OTHER ASSEMBLY (± 0.060 ") <small>PROPRIETARY NOTE: THIS DATA AND TECHNIQUES CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT INDUSTRIES AND CONSIDERED A TRADE SECRET. ANY USE OR DISCLOSURE WITHOUT THE CONSENT OF VALMONT INDUSTRIES IS STRICTLY PROHIBITED.</small>		DESCRIPTION 2' PANEL STAND-OFF MOUNT		 A valmont COMPANY Locations: New York, NY Atlanta, GA Los Angeles, CA Plymouth, IN Salem, OR Dallas, TX Tampa, FL Engineering Support Team: 1-888-753-7446				
		CPD NO.	DRAWN BY CEK 8/9/2019	ENG. APPROVAL	PART NO. PM2	PAGE 1 OF 1		
CLASS 81	SUB 02	DRAWING USAGE CUSTOMER	CHECKED BY BMC 8/21/2019	DWG. NO. PM2				

B+T GRP
1717 E. BOULDER
SUITE 300
TULSA, OK 74119
PH: (918) 507-4830
www.bgrp.com

AT&T

CROWN CASTLE

FOREST LAKE

843 SOUTHWEST FOURTH STREET
FOREST LAKE, MN 55025
WASHINGTON

EXISTING PLATFORM
AT 195'-00"

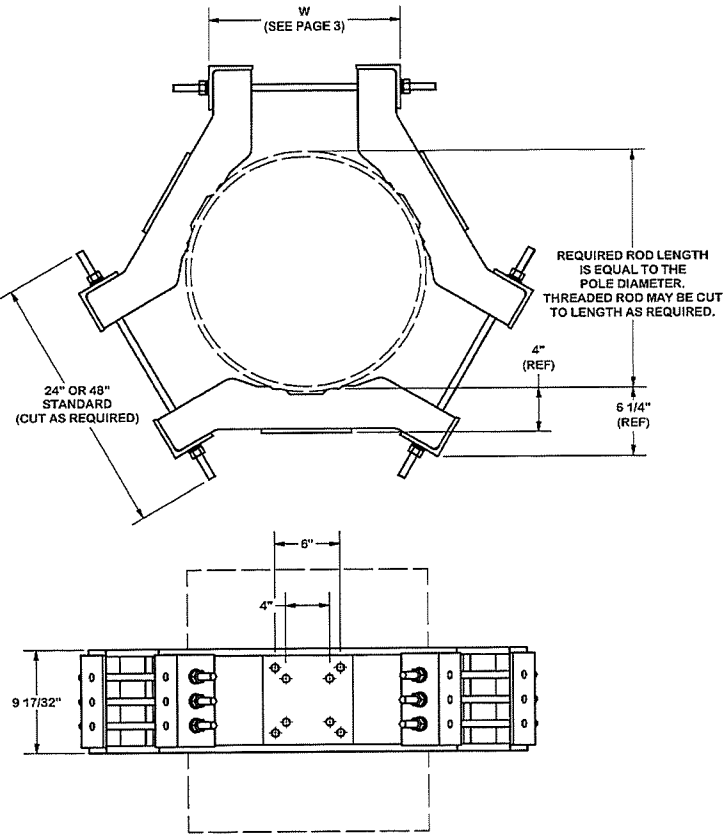
PROJECT NO: 92153.002.01.0002
CHECKED BY: IF

ISSUED FOR:

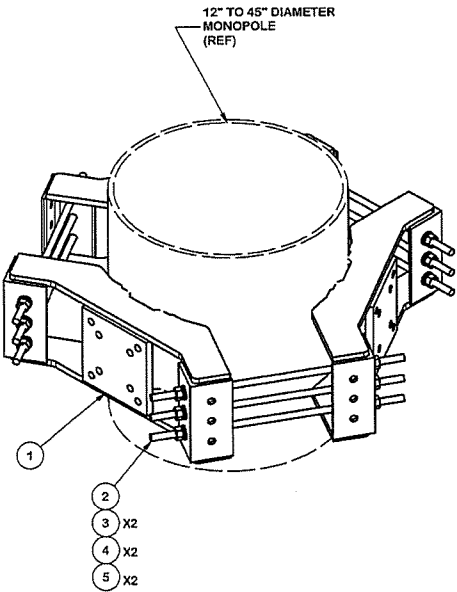
REV	DATE	DRWN	DESCRIPTION
0	04/01/23	PMS	CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: S3
REVISION: 0



PARTS LIST					
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT. NET WT.
1	3	X-LWRM	RING MOUNT WELDMENT		68.16 204.48
2	9	G58R-48	5/8" x 48" THREADED ROD (HDG.)		0.55 4.94
2	9	G58R-24	5/8" x 24" THREADED ROD (HDG.)		0.55 4.94
3	18	A58FW	5/8" HDG A325 FLATWASHER		0.03 0.61
4	18	G58LW	5/8" HDG LOCKWASHER		0.03 0.47
5	18	A58NUT	5/8" HDG A325 HEX NUT		0.13 2.34
TOTAL WT. #					264.35



TOLERANCE NOTES
TOLERANCES ON DIMENSIONS, UNLESS OTHERWISE NOTED ARE:
SAWED, SHEARED AND GAS CUT EDGES ($\pm 0.030"$)
DRILLED AND GAS CUT HOLES ($\pm 0.030"$) - NO CONING OF HOLES
LASER CUT EDGES AND HOLES ($\pm 0.010"$) - NO CONING OF HOLES
BENDS ARE $\pm 1/2$ DEGREE
ALL OTHER MACHINING ($\pm 0.030"$)
ALL OTHER ASSEMBLY ($\pm 0.060"$)

PROPRIETARY NOTE:
THE DATA AND TECHNIQUES CONTAINED IN THIS DRAWING ARE PROPRIETARY INFORMATION OF VALMONT INDUSTRIES AND CONSIDERED A TRADE SECRET. ANY USE OR DISCLOSURE WITHOUT THE CONSENT OF VALMONT INDUSTRIES IS EXPRESSLY PROHIBITED.

DESCRIPTION			
RING MOUNT ASSEMBLY 12" TO 45" DIAMETER POLE			
CPD NO.	DRAWN BY	ENG. APPROVAL	
4433	BMC 3/17/2009		
CLASS	SUB	DRAWING USAGE	CHECKED BY
81	01	CUSTOMER	CEK 8/24/2012

SITE PRO 1 A valmont COMPANY	Locations: New York, NY Atlanta, GA Los Angeles, CA Plymouth, IN Salem, OR Dallas, TX	
	Engineering Support Team: 1-888-753-7446	
PART NO.	LWRM	
DWG. NO.	LWRM	

REV	DESCRIPTION OF REVISIONS	CPD	BY	DATE
A	REDRAWN IN INV. UPDATED TABLES & VIEWS		KC8	7/25/2012



FOREST LAKE

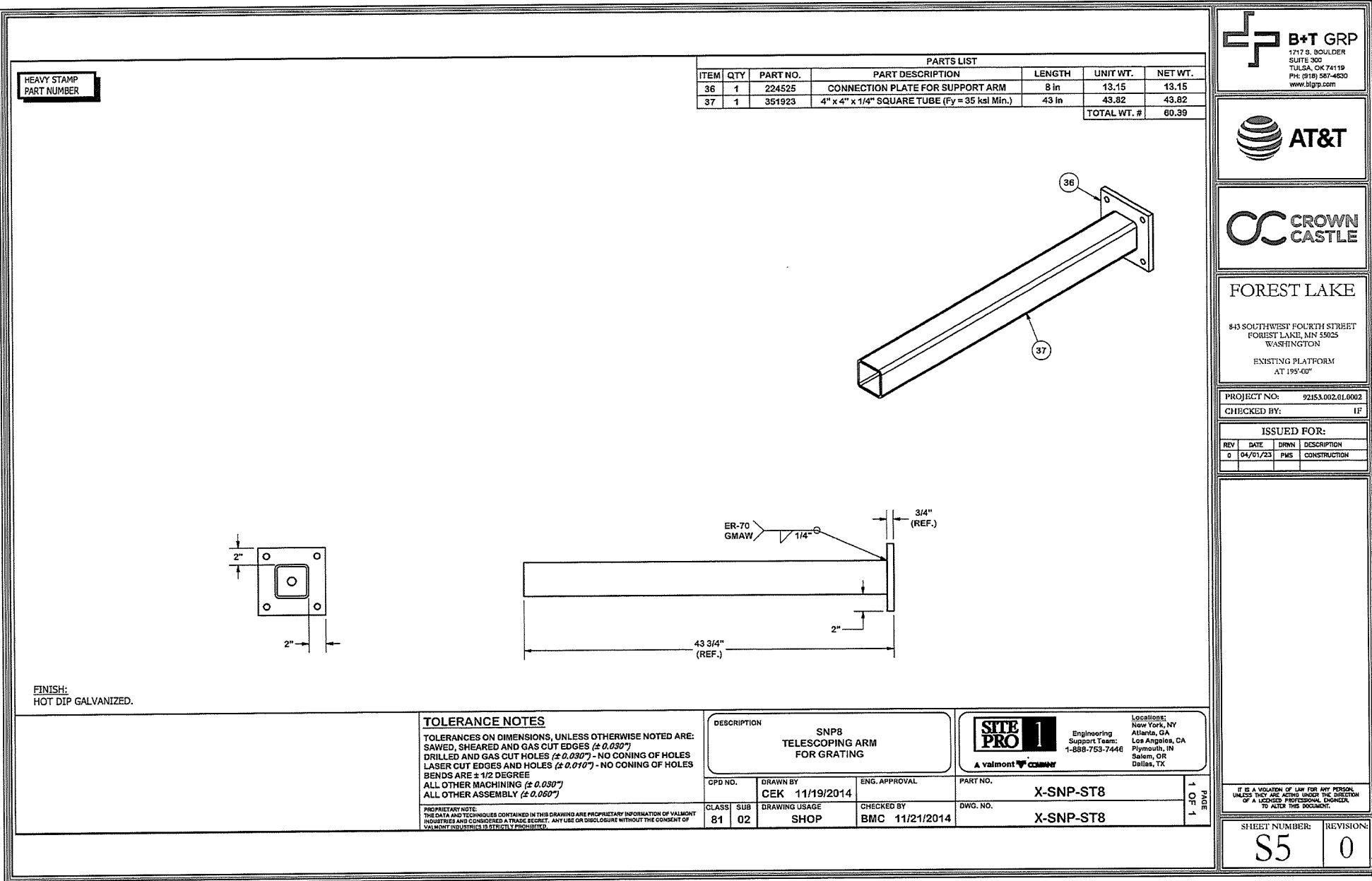
843 SOUTHWEST FOURTH STREET
FOREST LAKE, MN 55025
WASHINGTON
EXISTING PLATFORM
AT 195'-00"

PROJECT NO: 92153.002.01.0002
CHECKED BY: IF

ISSUED FOR:			
REV	DATE	DRWN	DESCRIPTION
0	04/01/23	PMS	CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: S4
REVISION: 0



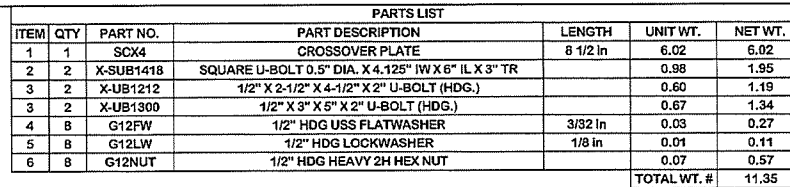


Exhibit C

Form of Memorandum of Lease

MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT (“*Memorandum*”), dated _____, is executed by City of Forest Lake, a Minnesota municipal corporation (“Landlord”) and NCWPCS MPL 25 - Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact (“Tenant”):

Landlord and Tenant desire to have this Memorandum recorded in the Washington County, Minnesota, Recorder’s Office.

The parties have agreed as follows:

1. Landlord and Tenant entered into that certain Land Lease Agreement dated _____, 202__ with a commencement date of December 31, 2024 (“**Lease**”) involving certain real property owned by Landlord and located at _____, having Parcel Number _____ and more particularly described on Exhibit A attached hereto (the “**Property**”), whereby Landlord agreed to lease to Tenant a portion of such Property identified on Exhibit B attached hereto (the “**Leased Premises**”).

2. The initial term of the Lease shall end on December 31, 2029 (the “**Initial Term**”). The Lease will be automatically renewed for four (4) additional terms (each a “**Renewal Term**”) of five (5) years each (together with the Initial Term, collectively, the “**Term**”). If all Renewal Terms are exercised, the final lease expiration shall be December 31, 2049.

3. Landlord has also granted Tenant a right of first refusal on the Property as more particularly set forth in the Lease.

Page 3

Site Name: Forest Lake
Business Unit #: 856028

4. The terms, covenants and provisions of the Lease shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant.

5. This Memorandum in no way modifies the terms of the Lease or any modification thereof. If there is any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

6. A copy of the full Lease terms will be made available for inspection and review by contacting:

City of Forest Lake
1408 Lake Street South
Forest Lake, Minnesota 55025
Attention: City Administrator

[SIGNATURE PAGE TO FOLLOW]

Site Name: Forest Lake
Business Unit #: 856028

131552043v1
DRAFT 02/22/24 11:23AM

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Land Lease Agreement to be duly executed effective on the day and year last written below.

LANDLORD:

City of Forest Lake,
a Minnesota municipal corporation,

By: _____
Mara Bain
Its: Mayor

By: _____
Patrick Casey
Its: City Clerk

ACKNOWLEDGMENT

State/Commonwealth of _____)

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Mara Bain, the Mayor of City of Forest Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public
My commission expires

ACKNOWLEDGMENT

State/Commonwealth of _____)

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Patrick Casey, the City Clerk of City of Forest Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public
My commission expires

TENANT:

NCWPCS MPL 25 - Year Sites Tower Holdings LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____
Name:
Its:

ACKNOWLEDGMENT

State/Commonwealth of _____)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of CCATT LLC, a Delaware limited liability company, the attorney in fact for **NCWPCS MPL 25 - Year Sites Tower Holdings LLC**, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public
My commission expires

This instrument was drafted by:
Taft Stettinius & Hollister LLP (AMN)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157

Site Name: Forest Lake
Business Unit #: 856028

131552043v1
DRAFT 02/22/24 11:23AM

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED]

Page 7

Site Name: Forest Lake
Business Unit #: 856028

EXHIBIT B**LEASED PREMISES**

Tenant shall have the right to replace this description with a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Property as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) _____ square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any).

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Property currently utilized by Tenant (and Tenant's customers, sublessees, and licensees) as of the date of the Lease, for ingress, egress and utility purposes from the Leased Premises to and from Southwest Fourth Street

Site Name: Forest Lake
Business Unit #: 856028

131552043v1
DRAFT 02/22/24 11:23AM

MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT (*“Memorandum”*), dated _____, is executed by City of Forest Lake, a Minnesota municipal corporation (*“Landlord”*) and NCWPCS MPL 25 - Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact (*“Tenant”*):

Landlord and Tenant desire to have this Memorandum recorded in the Washington County, Minnesota, Recorder’s Office.

The parties have agreed as follows:

1. Landlord and Tenant entered into that certain Land Lease Agreement dated _____, 2024 with a commencement date of December 31, 2024 (**“Lease”**) involving certain real property owned by Landlord and located at 843 Southwest Fourth Street, Forest Lake, Minnesota 55025, having Parcel Number 0803221430031 and more particularly described on Exhibit A attached hereto (the **“Property”**), whereby Landlord agreed to lease to Tenant a portion of such Property identified on Exhibit B attached hereto (the **“Leased Premises”**).

2. The initial term of the Lease shall end on December 31, 2029 (the **“Initial Term”**). The Lease will be automatically renewed for four (4) additional terms (each a **“Renewal Term”**) of five (5) years each (together with the Initial Term, collectively, the **“Term”**). If all Renewal Terms are exercised, the final lease expiration shall be December 31, 2049.

3. Landlord has also granted Tenant a right of first refusal on the Property as more particularly set forth in the Lease.

4. The terms, covenants and provisions of the Lease shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant.

Page 1

Site Name: Forest Lake
Business Unit #: 856028

5. This Memorandum in no way modifies the terms of the Lease or any modification thereof. If there is any conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

6. A copy of the full Lease terms will be made available for inspection and review by contacting:

City of Forest Lake
1408 Lake Street South
Forest Lake, Minnesota 55025
Attention: City Administrator

[SIGNATURE PAGE TO FOLLOW]

Site Name: Forest Lake
Business Unit #: 856028

131551948v1

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Land Lease Agreement to be duly executed effective on the day and year last written below.

LANDLORD:

City of Forest Lake,
a Minnesota municipal corporation,

By: _____
Mara Bain
Its: Mayor

By: _____
Kristina Handt
Its: City Clerk

ACKNOWLEDGMENT

State/Commonwealth of _____)

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Mara Bain, the Mayor of City of Forest Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public
My commission expires

ACKNOWLEDGMENT

State/Commonwealth of _____)

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by Kristina Handt, the City Clerk of City of Forest Lake, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public
My commission expires

TENANT:

NCWPCS MPL 25 - Year Sites Tower Holdings LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____

Name:

Its:

Lisa A. Sedgwick
Mgr Real Estate

ACKNOWLEDGMENT

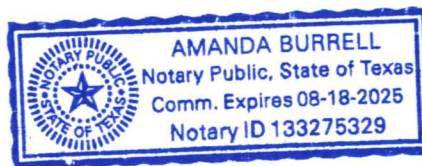
State/Commonwealth of Texas)
County of Harris)

The foregoing instrument was acknowledged before me this 29 day of February, 2025, by Lisa A. Sedgwick the Mgr Real Estate of CCATT LLC, a Delaware limited liability company, the attorney in fact for **NCWPCS MPL 25 - Year Sites Tower Holdings LLC**, a Delaware limited liability company, on behalf of the limited liability company.

Amanda Burrell
Notary Public

My commission expires 08/18/2025

This instrument was drafted by:
Taft Stettinius & Hollister LLP (AMN)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157



Site Name: Forest Lake
Business Unit #: 856028

131551948v1

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

SEE ATTACHED

Page 5

Site Name: Forest Lake
Business Unit #: 856028

EXHIBIT A, SHEET 1

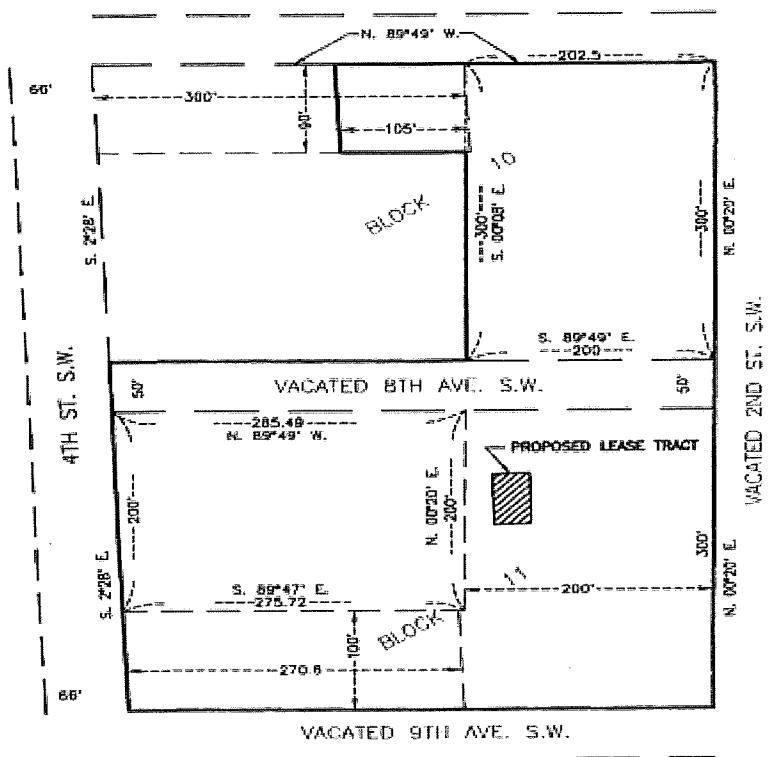
GRAHAM & ASSOCIATES, INC.
professional surveyors2619 Coon Rapids Boulevard, Suite 101,
Coon Rapids, Minnesota, 55433
612-755-0100

SCALE: 1"=100'

FOREST LAKE SITE / PARENT PARCEL

Sketch for: CELLULAR ONE

DESCRIPTION: See Attached

Orientation of this bearing system is based upon the
North line of Block 10, WALKER & GODDINGS ADDITION
which is assumed to have a bearing of North 89°49' West

- (B) Denotes Found J.L.M.
 (e) Denotes Found Iron Pipe
 (D) Denotes 1/2"x14" Iron Pipe
 Monument, Set and Marked
 by Minn. Reg. No. 11703

JOB NO.: 94182
 BOOK: 10B PAGE: 74
 VOLUME:
 SEC. 8, T. 32, R. 21
 CO. WASHINGTON

I hereby certify that this survey, plan or
 report was prepared by me or under my direct
 supervision and that I am a duly Registered
 Land Surveyor under the Laws of the State of
 Minnesota.

[Signature]
 Date: Dec 29, 1994

Minn. Reg. No. 11703

Site Name: Forest Lake
 Business Unit #: 856028

131551948v1

Exhibit A, Sheet 2

GRAHAM & ASSOCIATES, INC.
 professional surveyors
 2619 Coon Rapids Boulevard, Suite 101,
 Coon Rapids, Minnesota, 55433
 612-755-0100

LEGAL DESCRIPTION FOR: CELLULAR ONE

FOREST LAKE SITE / PARENT PARCEL

The East 105 feet of the West 300 feet of the North 90 feet of Block 10; and

A 1.3 acre part of Block 11 described as follows: Beginning at the Northwest corner of said Block 11; thence South 2° 28' East along the West line thereof 200 feet; thence South 89° 47' East 275.72 feet; thence North 0° 20' East parallel with the East line of said Block 11 200 feet to the North line of said Block 11; thence North 89° 49' West along said North line 285.49 feet to the point of beginning; also vacated 8th Avenue; and

The Easterly 200 feet, and the South 100 feet of West 270.6 feet of Block 11; and

A 1.4 acre part of Block 10 described as follows: Beginning at the Southeast corner of said Block 10; thence North 0° 20' East along the East line thereof 300 feet to the Northeast corner of said Block 10; thence North 89° 49' West along the North line thereof 202.5 feet; thence South 0° 08' East 300 feet to the South line of Block 10; thence South 89° 49' East along said South line 200 feet to the point of beginning; also vacated 8th Avenue;

All in WALKER AND GOODINES ADDITION TO THE CITY OF FOREST LAKE, Washington County, Minnesota.

Site Name: Forest Lake
 Business Unit #: 856028

131551948v1

EXHIBIT B**LEASED PREMISES**

Tenant shall have the right to replace this description with a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Property as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 1,500 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Property; or (iii) the legal description or depiction below (if any).

SEE ATTACHED

GRAHAM & ASSOCIATES, INC.
professional surveyors

2619 Coon Rapids Boulevard, Suite 101,
Coon Rapids, Minnesota, 55433
612-755-0100

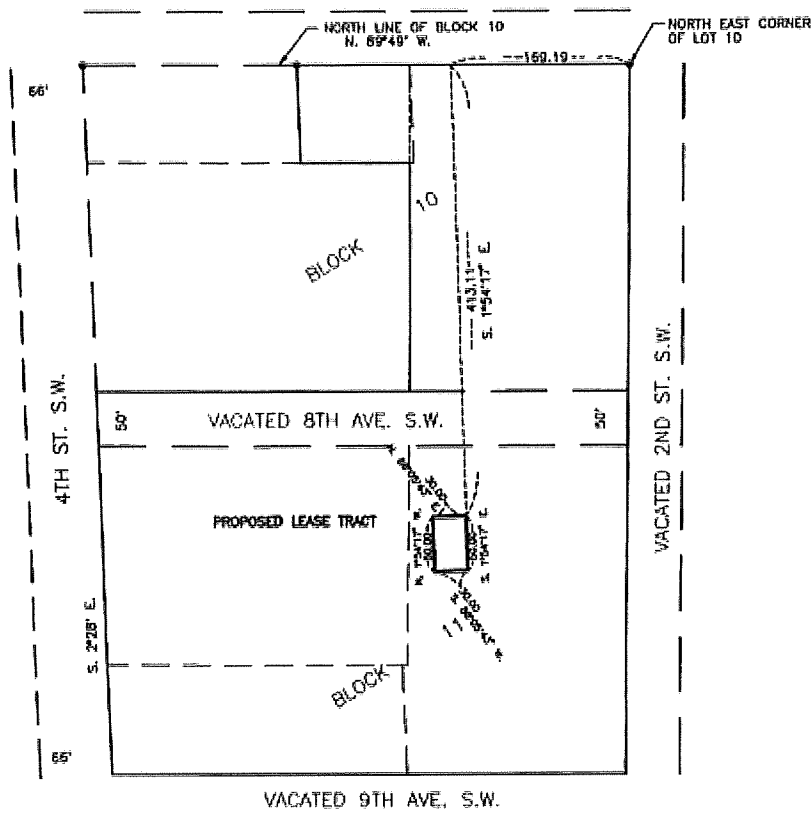
SCALE: 1"=100'

FOREST LAKE SITE / LEASE TRACT

CERTIFICATE OF SURVEY FOR: CELLULAR ONE

DESCRIPTION: See Attached

Orientation of this bearing system is based upon the North line of Block 10, WALKER & GOODINES ADDITION which is assumed to have a bearing of North 89°49' West



- * Denotes Found J.L.M.
 * Denotes Found Iron Pipe
 o Denotes 1/2"x14" Iron Pipe
 Monument Set and Marked
 by Minn. Reg. No. 11703

JOB NO.: 94182
BOOK: 108 PAGE: 74
VOLUME:
SEC. 8, T. 32, R. 21
CO. WASHINGTON

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the Laws of the State of Minnesota.

Date: Dec. 29, 1994 Minn. Reg. No. 11703

GRAHAM & ASSOCIATES, INC.
 professional surveyors
 2619 Coon Rapids Boulevard, Suite 101,
 Coon Rapids, Minnesota, 55433
 612-755-0100

LEGAL DESCRIPTION FOR: CELLULAR ONE

FOREST LAKE SITE / LEASE TRACT

A Lease Tract lying in Block 11, WALKER AND GOODINES ADDITION TO THE CITY OF FOREST LAKE, Washington County, Minnesota and more particularly described as follows:
 Commencing at the Northeast corner of Block 10 of said WALKER AND GOODINES ADDITION TO THE CITY OF FOREST LAKE; thence North 89° 49' West along the North line of said Block 10 for a distance of 164.19 feet; thence South 1° 54' 17" East for a distance of 413.11 feet to the actual point of beginning of the Lease Tract to be described; thence continuing South 1° 54' 17" East for a distance of 50.00 feet; thence South 00° 05' 43" West for a distance of 30.00 feet; thence North 1° 54' 17" West for a distance of 30.00 feet; thence North 00° 05' 43" East for a distance of 30.00 feet to the point of beginning.

Together with a license for ingress and egress, and for the installation, maintenance and removal of utilities, over, under and across the parent parcel as heretofore described on Exhibit A.

Revised 12/30/94

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Property currently utilized by Tenant (and Tenant's customers, sublessees, and licensees) as of the date of the Lease, for ingress, egress and utility purposes from the Leased Premises to and from Southwest Fourth Street



Date: 03/11/24

To: City Council
 From: Rick Peterson, Police Chief
 Alan Newman, Fire Chief
 Agenda Item: Public Safety Money Purchases
 Reviewed by: Kristina Handt, City Administrator
 Kevin Knopik, Finance Director

BACKGROUND:

The 2023 Minnesota Legislature enacted a one-time Public Safety Aid for aids payable in 2023. The one-time appropriation of \$300 million is allocated among all counties, cities, and townships of a population of 10,000 or more, and Minnesota's 11 federally tribal governments. The City received \$918,572.00 in public safety aid funding on December 26, 2023. Eligible uses of these funds include:

- Community violence prevention and intervention programs
- Community engagement
- Mental health crisis responses
- Victim services
- Training programs
- First responder wellness
- Equipment related to fire, rescue, and emergency services
- To pay other personnel or equipment costs

On February 20, 2024, Chief of Police Richard Peterson and Fire Chief Alan Newman provided their recommendations on how to spend this funding. The Mayor and City Council Members directed Chief Peterson and Chief Newman to provide quotes for certain equipment purchases at this meeting.

The body worn cameras, in-car cameras, and tasers will all be purchased from Axon Enterprises, Inc. which have been a proven product in our industry. We currently utilize Axon Enterprises, Inc. for our digital evidence management and storage needs, and this software program, has worked very well for us. The Axon body worn cameras, Axon in -car cameras, and Axon tasers are supported by our current Axon digital evidence and storage software program, so these products will integrate flawlessly with our current program. Axon Enterprises, Inc. products are also a part of the State of MN Cooperative Purchasing Venture (CPV), so it was determined that a competitive bidding process for the body worn cameras was not required in this circumstance.

1408 Lake Street South | Forest Lake MN 55025 | 651.464.3550 | Fax 651.464.6874 | www.ci.forest-lake.mn.us

ISSUE BEFORE COUNCIL:

Should the City Council approve the purchase of the recommended Police and Fire equipment using public safety money?

PROPOSAL DETAILS:

See Microsoft Excel spreadsheet.

OPTIONS:

1. Approve the purchase of recommended Police and Fire equipment using public safety money.
2. Do not approve equipment purchase.

RECOMMEDATION:

Motion: “To approve the purchase of the recommended Police and Fire equipment totaling \$451,344 using public safety money.”

ATTACHMENTS:

1. Axon body worn camera & accessories quote
2. Axon in-car cameras & accessories quote
3. Axon tasers & accessories quote
4. Jamf software MDM solution for I-Pads quote
5. First Net Apple I-Pad quote
6. Macqueen Emergency UTV skid unit quote
7. BullDog Hose Company - LDH Hose quote
8. Jefferson Fire TFT deck gun quote

Public Safety Aid Funding - Police						
Qty	Description	Total Quoted Cost	In 2024 Budget	Public Saftey Aid Dollars	Life Span	Long-term Considerations
30	Body Worn Cameras & Accessories	\$ 287,502	\$ 91,000	\$ 196,502	5 Years	In 2024 CIP Budget
12	In-Car Cameras & Accessories	\$ 148,253	\$ 150,000	\$ -	5 Years	In 2024 CIP Budget
30	Tasers & Accessories	\$ 146,250	\$ -	\$ 146,250	5 years	Future operations budget impact
Total for Police		<u>\$ 582,004.40</u>		<u>\$ 342,751.60</u>		
Public Safety Aid Funding - Fire						
1	Cost for flow testing hydrants	\$ 20,000	\$ -	\$ 20,000	N/A	Future operations budget impact
1	MDM Solutions for I-Pads	\$ 13,192	\$ -	\$ 13,192	N/A	future operating budget impact, starting in 2027
22	I-Pads	\$ 28,328	\$ -	\$ 28,328	7 Years	Future operations budget impact
2	UTV Skid Units	\$ 52,688	\$ -	\$ 52,688	15 Years	Build into future CIP for replacement
20	LDH Hose	\$ 12,733	\$ -	\$ 12,733	20 Years	Future operations budget impact
1	Deck gun for T1	\$ 3,800	\$ -	\$ 3,800	20 Years	Future operations budget impact
City of Columbus Estimated Portion of Cost		\$ (22,148)	\$ -	\$ (22,148)		
Total for Fire		<u>\$ 108,592.54</u>		<u>\$ 108,592.54</u>		

Total Public Safety Dollars Received	\$ 918,572
Total from above	<u>\$ (451,344)</u>
Public Safety Aid Dollars Remaining	<u>\$ 467,228</u>



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

138
Q-554266-45343.879LD

Issued: 02/21/2024

Quote Expiration: 03/31/2024

Estimated Contract Start Date: 06/01/2024

Account Number: 116186

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Forest Lake Police Department - MN 1408 Lake St S Forest Lake, MN 55025-2621 USA	Forest Lake Police Department - MN 1408 Lake St S Forest Lake MN 55025-2621 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lily Dokic Phone: Email: lyost@axon.com Fax:	Richard R. Peterson Phone: (651) 464-5877 Email: 401@flpd.com Fax: (651) 464-8653

Quote Summary

Program Length	60 Months
TOTAL COST	\$287,501.60
ESTIMATED TOTAL W/ TAX	\$287,501.60

Discount Summary

Average Savings Per Year	\$9,412.80
TOTAL SAVINGS	\$47,064.00

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$57,500.32	\$0.00	\$57,500.32
May 2025	\$57,500.32	\$0.00	\$57,500.32
May 2026	\$57,500.32	\$0.00	\$57,500.32
May 2027	\$57,500.32	\$0.00	\$57,500.32
May 2028	\$57,500.32	\$0.00	\$57,500.32
Total	\$287,501.60	\$0.00	\$287,501.60

Quote Unbundled Price:	139 \$334,565.60
Quote List Price:	\$290,501.60
Quote Subtotal:	\$287,501.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
B00020	BUNDLE - UNLIMITED	30	60	\$165.30	\$140.82	\$140.82	\$253,476.00	\$0.00	\$253,476.00
A la Carte Hardware									
H00001	AB4 Camera Bundle	30			\$849.00	\$849.00	\$25,470.00	\$0.00	\$25,470.00
H00002	AB4 Multi Bay Dock Bundle	4			\$1,638.90	\$1,638.90	\$6,555.60	\$0.00	\$6,555.60
A la Carte Services									
75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1			\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
Total							\$287,501.60	\$0.00	\$287,501.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	30	05/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	05/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	33	05/01/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	33	05/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	4	05/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	05/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	05/01/2024
BUNDLE - UNLIMITED	100681	SIGNAL SIDEARM, SENSOR ONLY	30	05/01/2024
BUNDLE - UNLIMITED	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	60	05/01/2024
BUNDLE - UNLIMITED	73309	AXON BODY - TAP REFRESH 1 - CAMERA	31	11/01/2026
BUNDLE - UNLIMITED	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	11/01/2026
BUNDLE - UNLIMITED	73310	AXON BODY - TAP REFRESH 2 - CAMERA	31	05/01/2029
BUNDLE - UNLIMITED	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	05/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED	73638	AXON STANDARDS - LICENSE	30	06/01/2024	05/31/2029
BUNDLE - UNLIMITED	73680	AXON RESPOND PLUS - LICENSE	30	06/01/2024	05/31/2029
BUNDLE - UNLIMITED	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	06/01/2024	05/31/2029
BUNDLE - UNLIMITED	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	06/01/2024	05/31/2029
BUNDLE - UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	30	05/01/2025	05/31/2029
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	1	05/01/2025	05/31/2029
BUNDLE - UNLIMITED	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	05/01/2025	05/31/2029

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Year 1	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 1	B00020	BUNDLE - UNLIMITED	30	\$50,695.20	\$0.00	\$50,695.20
Year 1	H00001	AB4 Camera Bundle	30	\$5,094.00	\$0.00	\$5,094.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	4	\$1,311.12	\$0.00	\$1,311.12
Total				\$57,500.32	\$0.00	\$57,500.32

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Year 2	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 2	B00020	BUNDLE - UNLIMITED	30	\$50,695.20	\$0.00	\$50,695.20
Year 2	H00001	AB4 Camera Bundle	30	\$5,094.00	\$0.00	\$5,094.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	\$1,311.12	\$0.00	\$1,311.12
Total				\$57,500.32	\$0.00	\$57,500.32

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Year 3	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 3	B00020	BUNDLE - UNLIMITED	30	\$50,695.20	\$0.00	\$50,695.20
Year 3	H00001	AB4 Camera Bundle	30	\$5,094.00	\$0.00	\$5,094.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	4	\$1,311.12	\$0.00	\$1,311.12
Total				\$57,500.32	\$0.00	\$57,500.32

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Year 4	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 4	B00020	BUNDLE - UNLIMITED	30	\$50,695.20	\$0.00	\$50,695.20
Year 4	H00001	AB4 Camera Bundle	30	\$5,094.00	\$0.00	\$5,094.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	4	\$1,311.12	\$0.00	\$1,311.12
Total				\$57,500.32	\$0.00	\$57,500.32

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	75014	AXON SIGNAL - PSO - INSTALLATION SERVICE ONSITE	1	\$0.00	\$0.00	\$0.00
Year 5	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$400.00	\$0.00	\$400.00
Year 5	B00020	BUNDLE - UNLIMITED	30	\$50,695.20	\$0.00	\$50,695.20
Year 5	H00001	AB4 Camera Bundle	30	\$5,094.00	\$0.00	\$5,094.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	4	\$1,311.12	\$0.00	\$1,311.12

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$57,500.32	\$0.00	\$57,500.32

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Signature

Date Signed

2/21/2024





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

145
Q-484318-45343.594LD

Issued: 02/21/2024

Quote Expiration: 05/04/2024

Estimated Contract Start Date: 06/15/2024

Account Number: 116186

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Forest Lake Police Department - MN 1408 Lake St S Forest Lake, MN 55025-2621 USA	Forest Lake Police Department - MN 1408 Lake St S Forest Lake MN 55025-2621 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lily Dokic Phone: Email: lyost@axon.com Fax:	Julie Griffin Phone: 651-209-9951 Email: julie@flpd.com Fax: (651) 464-8653

Quote Summary

Program Length	60 Months
TOTAL COST	\$148,252.80
ESTIMATED TOTAL W/ TAX	\$148,252.80

Discount Summary

Average Savings Per Year	\$3,290.40
TOTAL SAVINGS	\$16,452.00

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$28,056.39	\$0.00	\$28,056.39
May 2025	\$28,305.06	\$0.00	\$28,305.06
May 2026	\$29,437.26	\$0.00	\$29,437.26
May 2027	\$30,614.75	\$0.00	\$30,614.75
May 2028	\$31,839.34	\$0.00	\$31,839.34
Total	\$148,252.80	\$0.00	\$148,252.80

Quote Unbundled Price:	146 \$164,704.80
Quote List Price:	\$148,252.80
Quote Subtotal:	\$148,252.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	12	60	\$227.59	\$204.74	\$204.74	\$147,412.80	\$0.00	\$147,412.80
A la Carte Hardware									
100752	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL GE2	3			\$80.00	\$80.00	\$240.00	\$0.00	\$240.00
100468	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL RP1 E3	8			\$75.00	\$75.00	\$600.00	\$0.00	\$600.00
Total							\$148,252.80	\$0.00	\$148,252.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	12	05/15/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL - SIGNAL UNIT	12	05/15/2024
Fleet 3 Basic + TAP	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	12	05/15/2024
Fleet 3 Basic + TAP	72034	AXON FLEET 3 - SIM INSERTION - VZW	12	05/15/2024
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	12	05/15/2024
A la Carte	100468	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL RP1 E3	8	05/15/2024
A la Carte	100752	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL GE2	3	05/15/2024
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	12	05/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	12	06/15/2024	06/14/2029
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	24	06/15/2024	06/14/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	12

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	12	05/15/2025	06/14/2029
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	12	05/15/2025	06/14/2029

Payment Details

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware	100468	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL RP1 E3	8	\$600.00	\$0.00	\$600.00
Upfront Hardware	100752	AXON FLEET 3 - HUB RADAR CABLE KUSTOM - SIGNAL GE2	3	\$240.00	\$0.00	\$240.00
Year 1 - Fleet 3 Basic + TAP	Fleet3B+TAP	Fleet 3 Basic + TAP	12	\$27,216.39	\$0.00	\$27,216.39
Total				\$28,056.39	\$0.00	\$28,056.39

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - Fleet 3 Basic + TAP	Fleet3B+TAP	Fleet 3 Basic + TAP	12	\$28,305.06	\$0.00	\$28,305.06
Total				\$28,305.06	\$0.00	\$28,305.06

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - Fleet 3 Basic + TAP	Fleet3B+TAP	Fleet 3 Basic + TAP	12	\$29,437.26	\$0.00	\$29,437.26
Total				\$29,437.26	\$0.00	\$29,437.26

May 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - Fleet 3 Basic + TAP	Fleet3B+TAP	Fleet 3 Basic + TAP	12	\$30,614.75	\$0.00	\$30,614.75
Total				\$30,614.75	\$0.00	\$30,614.75

May 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - Fleet 3 Basic + TAP	Fleet3B+TAP	Fleet 3 Basic + TAP	12	\$31,839.34	\$0.00	\$31,839.34
Total				\$31,839.34	\$0.00	\$31,839.34

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Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

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Signature

Date Signed

2/21/2024





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

151
Q-504150-45336.947LD

Issued: 02/14/2024

Quote Expiration: 03/31/2024

Estimated Contract Start Date: 09/01/2024

Account Number: 116186

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Forest Lake Police Department - MN 1408 Lake St S Forest Lake, MN 55025-2621 USA	Forest Lake Police Department - MN 1408 Lake St S Forest Lake MN 55025-2621 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Lily Dokic Phone: Email: lyost@axon.com Fax:	Nicholas Kent Phone: 651-325-6589 Email: 426@flpd.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$146,250.00
ESTIMATED TOTAL W/ TAX	\$146,250.00

Discount Summary

Average Savings Per Year	\$5,940.00
TOTAL SAVINGS	\$29,700.00

Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	\$27,001.71	\$0.00	\$27,001.71
Aug 2025	\$28,081.78	\$0.00	\$28,081.78
Aug 2026	\$29,205.06	\$0.00	\$29,205.06
Aug 2027	\$30,373.26	\$0.00	\$30,373.26
Aug 2028	\$31,588.19	\$0.00	\$31,588.19
Total	\$146,250.00	\$0.00	\$146,250.00

Quote Unbundled Price:	152 \$175,950.00
Quote List Price:	\$146,232.00
Quote Subtotal:	\$146,250.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	30	60	\$97.75	\$81.24	\$81.25	\$146,250.00	\$0.00	\$146,250.00
Total							\$146,250.00	\$0.00	\$146,250.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	30	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	30	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	600	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	180	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	300	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	30	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	30	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	6	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	08/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	08/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	08/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	08/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	08/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	08/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	08/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	08/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	240	08/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	30	09/01/2024	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	30	09/01/2024	08/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	30	08/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	08/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	30	08/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1	08/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	6	08/01/2025	08/31/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	08/01/2025	08/31/2029

Payment Details

Aug 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$27,001.71	\$0.00	\$27,001.71
Total				\$27,001.71	\$0.00	\$27,001.71

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$28,081.78	\$0.00	\$28,081.78
Total				\$28,081.78	\$0.00	\$28,081.78

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$29,205.06	\$0.00	\$29,205.06
Total				\$29,205.06	\$0.00	\$29,205.06

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$30,373.26	\$0.00	\$30,373.26
Total				\$30,373.26	\$0.00	\$30,373.26

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	30	\$31,588.19	\$0.00	\$31,588.19
Total				\$31,588.19	\$0.00	\$31,588.19

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Signature

Date Signed

2/14/2024



Created Date 2/22/2024
Expiration Date 3/31/2024



Prepared ByStorm Sullivan

Account NameCity of Forest Lake

Quote ContactStorm Sullivan

Owner Emailstorm.sullivan@jamf.com

Phone+19132010950

Bill To NameCity of Forest Lake

Ship To NameCity of Forest Lake

BillTo1408 Lake Street South Forest Lake
Forest Lake, MN 55025
United States

Ship To1408 Lake Street South Forest Lake
Forest Lake, MN 55025
United States

Manufacturer SKU	Product	Quantity	MSRP	Discount	Total Price	Line Item Description
BUSINESS24	Jamf Business (2024 Pricing)	25.00	USD 171.99	9%	USD 3,912.75	A single user license for Jamf Pro, Jamf Connect, and Jamf Protect Valid from (2024-03-31 - 2025-03-30)
BUSINESS24	Jamf Business (2024 Pricing)	25.00	USD 171.99	7%	USD 3,998.75	A single user license for Jamf Pro, Jamf Connect, and Jamf Protect Valid from (2025-03-31 - 2026-03-30)
BUSINESS24	Jamf Business (2024 Pricing)	25.00	USD 171.99	3%	USD 4,170.75	A single user license for Jamf Pro, Jamf Connect, and Jamf Protect Valid from (2026-03-31 - 2027-03-30)
1912001200	Jamf Pro Premium Onboarding - iOS	1.00	USD 1,500.00	26%	USD 1,110.00	Guided setup and training of Jamf Pro for iOS, designed for new Jamf Pro Customers (.5 Day)

Total Price USD 13,192.25

Terms & Conditions

Sales Tax

This price quote does not include applicable sales tax. The appropriate tax for your location will be added to your invoice. If your purchase qualifies for a tax-exempt status, please send us a copy of your Tax-Exempt Certificate. If no certificate is received at the time of order, JAMF Software, LLC ("Jamf") will charge the appropriate sales tax for your location.

Submit POs To

Purchasing@jamf.com - Fax: 612-332-9054

License Agreement

Jamf's standard Software License and Services Agreement or other applicable license agreement between the Ship-to Name entity/Customer and Jamf (either, the "License Agreement") and this Quote govern Customer's licensing of Jamf Software and Jamf's provision of Services indicated in this Quote. If there is a conflict between any terms on Customer's purchase order, schedule or other ordering document and the License Agreement, the License Agreement will control.

Onboarding

Onboarding services must be scheduled and completed within 12

Created Date 2/22/2024

Expiration Date 3/31/2024



months of purchase. Specifications can be found on Jamfs website.

Requirements

The following information must be provided before an order can be fulfilled: PO#, Quote#, complete Bill To address, Billing contact email address, complete Ship To address, Ship To contact email address, date, product description, currency, line items, quantity and payment terms as shown on the Jamf Quote, total purchase amount, and a copy of a tax exemption certificate (if applicable). Kindly submit POs to JAMF Software, LLC at the Corporate Address listed below. Should you have any queries or require further clarification, contact your Jamf contact.

Payment Terms

Net 30

Corporate Address

Jamf
100 S Washington Ave #1100
Minneapolis, MN 55401 USA

Acknowledgement: Please sign to indicate your acceptance of all terms noted above and your acknowledgement of the following:

- I am authorized by my company to execute this purchase
- I confirm my company does not have a purchase order system
- I am authorizing Jamf to ship the items listed on this quote
- I have submitted a Tax-Exempt Certificate if my purchase qualifies for tax-exempt treatment
- I have confirmed that the BILL TO and SHIP TO names and addresses listed above are correct
- All information contained in this quote is accurate and can be used for invoicing

Printed Name: Alan Newman Title: _____ Signature: _____ Date: _____

Please provide your accounts payable contact information for invoices and inquiry:

Email: _____ Phone: _____

Proposal For:
FirstNet



Presented to:
Forest Lake Fire Department

Pricing Summary – Devices			
Description	Quantity	Cost	One Time Charge
iPad Pro12.9-inch (2022) 256GB - Space Gray	20	\$1,299.99	\$ 25,999.80
iPad Pro 11-inch (2022) 256GB - Space Gray	2	\$999.99	\$ 1,999.98
Apple Pencil (2nd Gen)	1	\$ 129.00	\$ 129.00
Smart Keyboard Folio for 12.9-inch iPad Pro	1	\$ 199.00	\$ 199.00

Estimated fees may be subject to future change

Kyle Senne
FirstNet Principal Consultant
612.961.7675
ks306m@att.com

The information and pricing contained in this proposal is valid until 3/16/2024

DATE: 3/04/2024
Quotation #:
Customer ID: MacQueen

Quotation For:

Chief Alan Newman


City of Forest Lake Fire Department

Quotation valid 30 days

tsoland@macqueengroup.com

Comments or Special Instructions:

SALESPERSON	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Tom Soland	TBD	TBD	New London	Net 30
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT
6 GPM @ 2400 PSI UHP UTV SKID UNIT				
2	6 GPM @ 2400 PSI gas engine IGX Honda 390 electric start w/ recoil backup. 70 gallon water, 5 gallon foam NFPA water tank.LED water level gauge. Electric rewind hose reel with 150ft of 3/8"hose & EJM Tri-Plex nozzle. Foam metering valve adjustable from .05%to 6.0%. Additional Tri-Plex Nozzle with 20' of hose.		\$ 24,444.00	\$ 48,888.00
2	Installation in Apple Valley		\$ 1,400.00	\$ 2,800.00
Crating and Packaging				
2	Crating		\$ 500.00	1000.00
	Any / all taxes are the responsibility of the purchaser.			
			SUBTOTAL	\$ 52,688.00
			OTHER	-
			TOTAL	\$ 52,688.00





THANK YOU FOR YOUR BUSINESS!



Bulldog
HOSE COMPANY

141 Junny Rd. · Angier, NC 27501

O 1-712-655-9201 **F** 919-639-6131

W www.bulldoghose.com

Quote

163

Quote Number	Date
35298	2/23/2024

Expiration Date: 3/8/2024

Quote To:

FOREST LAKE FD
1408 LAKE STREET SOUTH
FOREST LAKE MN 55025
United States

Phone: 651-464-2244

Fax:

Sales Person: Amber Schechinger

Email

*FOB ORIGIN
ESTIMATED SHIPPING TO 55025: \$553.00
LEAD TIME 4-6 WEEKS*

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	A040-050S8HV1A040ZLB-D	HI-VOL 4X50 YELLOW AL 4.0 DOMESTIC STORZ	20.00 EA	\$609.00	\$12,180.00

Lines Total \$12,180.00

Total Taxes

Line Miscellaneous Charges \$0.00

Quote Miscellaneous Shipping \$553.00

Quote Total \$12,733.00



Jefferson Fire and Safety, Inc.
 7620 Donna Drive
 Middleton, WI, 53562
 Phone: 608-836-0068
 Web: www.jeffersonfire.com

Quote

Order No: 215017
 Order Date: 2/26/2024
 Due Date: 2/26/2024
 Salesperson: Tim Gerrits
 Customer ID: 02975

BILL TO:		SHIP TO:		
Forest Lake Fire Department 1408 Lake St. South Forest Lake MN 55025		Forest Lake Fire Department 1408 Lake St. South Forest Lake MN 55025		
CUSTOMER P.O. NO.	TERMS	CONTACT		
	Net 20 Days	Alan Newman		
FOB POINT	SHIPPING TERMS	SHIP VIA		
		UPS		
ITEM	ITEM DESCRIPTION	QTY.	UNIT PRICE	EXT PRICE
TAS Y35-D24A	TFT Radius Monitor 3": ANSO/ DN80 3.0" NPT Inlet X 2.5" NH Outlet w/ 12V Stow Light	1.00	3,799.90	3,799.90

Signature

Date

All returns must be received within 30 days of delivery and may be subject to a 25% restocking fee. Custom orders cannot be returned.
 Visit our website for complete details: www.jeffersonfire.com

*** Credit card payments will incur a 3% processing fee ***

Sales Total:	3,799.90
Freight:	0.00
Tax Total:	0.00
Total (USD):	3,799.90



Date: March 11, 2024
To: Forest Lake City Council
From: Dave Adams, Public Works Director
RE: March 18 City Council Workshop Discussion Items

In an effort to facilitate a more efficient discussion at next week's workshop City staff has put together some items to consider regarding each of the topics on the workshop meeting agenda. Staff hopes that City Councilmembers look over this discussion points below and bring questions and comments to the workshop next week.

Special Events

Last year, staff reviewed and analyzed all 30+ publicly-held Special Events that took place in Forest Lake. As a result, the City has developed a new Special Events Permit application that encompasses all event information staff need for review and consideration of approval of these events. This year-long review process also allowed staff to discuss and document City resources needed to help support these special events. At the workshop, staff will outline the internal collaboration efforts to date, highlight the information learned during this process, and facilitate a policy-based discussion related to future event.

Things to think about prior to the 3/18 workshop:

1. The system we need in place to operate efficiently and effectively for special events approvals will require ordinance amendments given existing review and permitting requirements is fragmented. Does the Council agree the City should dedicate resources to this in 2024?
2. If the Council is favorable to dedicated resources in 2024, is the Council favorable to exploring options alternative review and approval options (i.e. administrative, advisory body review/recommendation, etc.)?
3. Would the City Council like to see the impact on City resources for each special event in Forest Lake?

Athletic Field Maintenance

Over the past few years, the City has become more involved in the use of City facilities which include Fenway Fields, Kulenkamp Park, and other Parks with athletic facilities around the City. In partnership with FLAAA and the FLASD, we have seen an improvement if the facilities, a better scheduling system to increase usage, and continue to trend towards more efficient processes. One of the largest remaining pieces to a streamlined recreation program is the infield maintenance that is needed daily including weekends throughout the summer.

Things to think about prior to the 3/18 workshop:

1. How involved does the City want to be in recreation?
2. Does the City want to invest in infield maintenance equipment and staff or want staff to look into different options?

Beltz Park Project

City Councilmembers are aware of the timeline and project that has been proposed at Beltz Park which was to include a new ADA-accessible building, playground, and pathways based on the concept plan produced by the City. However, the Council did not accept any bids when the numbers came in last year. Direction to staff was to place this project on hold and come back in 2024 to discuss the Park and give direction to staff.

1. Does the City Council want to do a project at Beltz Park?
2. If yes, what project should staff be looking at?
 - a. Original Project
 - b. Basketball/Tennis Court Rehabilitation
3. If no, what direction does staff have for the DNR Grant?

Recommendation:

City staff is looking for City Council direction as to whether or not there are specific materials or information to be gathered for the March 18 workshop.


Office of Engineering

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

March 5, 2024

Honorable Mayor and City Council
City of Forest Lake
1408 Lake Street South
Forest Lake, MN 55038

RE: TH 61 & Headwaters Parkway – Signal Pole Color Discussion

Dear Mayor and Council:

With the ongoing planning improvements for the Washington County Northern Environmental Center and the project working on plans and specifications for the intersection modifications at TH 61 & Headwaters Parkway the County is inquiring what color the new signal poles/revised signal system should be specified as.

Background:

- Figure A - Existing signal poles/system painted green
- Existing Agreement – Traffic Control Signal Agreement No. 91649R between The State of Minnesota, Department of Transportation and The City of Forest Lake
 - Summary – City responsible for everything except the controller and interconnect
- Figure B - Existing street lighting along Headwaters Parkway and proposed street lighting for Headwaters Parkway extension/poles are painted black. Standard “Demos” by Connexus Energy
- Figure C – Proposed Signal Layout / Headwaters Parkway Extension

Washington County asked if the City was ok with replacing the signal poles with unpainted galvanized steel (MnDOT standard), thus bringing to the City Council to make a recommendation on the signal pole color so a revised agreement can be facilitated between MnDOT and the City and incorporated into the project bid set of plans.

Action Item:

- What color of poles does the City want at the intersection of TH 61 and Headwaters Parkway
 - Blue (color of all other permanent signal poles in the City)
 - Green (existing color at this location)
 - Black (match existing street lights that will be west and east of the intersection)
 - Galvanized Steel (MnDOT standard)

Sincerely,

Ryan J. Goodman, P.E.
City Engineer

Enclosures – Figure A, Figure B, Figure C


Figure A

Existing Signal Poles at TH 61 and Headwaters Parkway



Figure B

Headwaters Parkway Street Lighting



DOMUS

The unique European-styled Domus luminaire with a shepherd's hook decorative pole combines form and function to provide superior architectural, optical, electrical, and mechanical performance.

The hermetically-sealed chamber protects optical system and produces lower light loss factor (LLF) than conventional optical systems, while maintaining the luminaire's photometric performance. The housing is made of cast aluminum and is finished with a black, polyester powder paint to ensure maximum durability.

Height: 19.5"	Width: 27.5"	Weight: 46 lbs.	Color: Black	Watt: 60 LED
Max EPA: 1.61 sq. ft.	Made of: Cast Aluminum	IES Lighting Classification: Type 3		



Figure C

Proposed Signal Layout / Headwaters Parkway Extension

