



NOTICE OF AGENDA

CITY COUNCIL MEETING

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

Forest Lake City Center – Council Chambers
Forest Lake, Minnesota

May 13, 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. *April 15, 2024 Council Work Session Meeting*
 2. *April 15, 2024 Local Board of Appeal & Equalization Meeting*
 3. *April 22, 2024 Regular Council Meeting*
 - c) *Approve Shadow Creek Minor Subdivision Memorandum of Understanding - Abbi Wittman*
 - d) *Approve PGA Improvement Agreement – Abbi Wittman*
 - e) *Approve New Liquor License for Zoukmaya Restaurant/Resolution 05-13-24-03 – Jolleen Chaika*
 - f) *Approve New Massage Business License for MNVAAC/Resolution 05-13-24-04 – Jolleen Chaika*
 - g) *Approve Updated Data Practices Policy – Jolleen Chaika*
 - h) *Approve School Resource Officer Agreement First Amendment-Rick Peterson*
 - i) *Approve Master Services Agreement with Kornowski Consultants-Kristina Handt*
 - j) *Approve Resolution 05-13-24-01, Accepting Donation from WDI Industries*
 - k) *Approve Resolution 05-13-24-02, Accepting Donations received in the memory of Retired FLFP Chaplin Frank Thell*
 - l) *Arts in the Park Entertainment Contracts – Abbi Wittman*

m) *Approve Forest Lake Airport Easement Document*

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

7. Regular Agenda (Action Items)

- a) *Authorize Preparation of Plans and Specifications for North Shore Trail-Ryan Goodman*
- b) *Updated Fee Schedule for Airport Lease Rates-Ordinance No 737-Kristina Handt*
- c) *Downtown Shoreline Stabilization and Boat Launch Relocation Study – Abby Wittman*
- d) *Administrative Services Director Job Description and Authorize Advertising – Kristina Handt*
- e) *Rice Creek Watershed District 2024 Rule Revision Comment Letter – Abby Wittman*
- f) *Community Development Intern Request – Abby Wittman*

8. Discussion

- a) *Contracted Communications Services – Kristina Handt*
- b) *City Code 31.55-31.59 Airport Commission – Kristina Handt*
- c) *Right-of-Way Trees – Dave Adams*

9. Staff Updates

10. Mayor and City Council Updates

11. Adjourn

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INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
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BOTH JOURNALIZED AND UNJOURNALIZED
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Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
10007	A-1 TIRE SERVICE				
	95976	FIRESTONE TRANSFORCE AT2 BL	1,134.12	115056	04/30/2024
	95977	FIRESTONE TRANSFORCE AT2 BL	2,268.24	115056	04/30/2024
	95980	FIRESTONE TRANSFORCE AT2	851.76	115056	04/30/2024
	95981	FIRESTONE TRANSFORCE AT2	1,068.24	115056	04/30/2024
	96308	TPMS RUBBER VALVE STEM & MOUNT/BALANCE 60 SERIES & TIRE SERVICE SUPPLIES	131.00	115129	05/13/2024
TOTAL FOR: A-1 TIRE SERVICE			5,453.36		
10102	AMERICAN IMPORTS				
	43342	SQUAD 1809 - CHANGE OIL & AUTOMATIC TRANSMISSION FLUID	260.08	115057	04/30/2024
	43344	SQUAD 1809 - INSTALL 4 NEW TIRES & MOUNT & BALANCE	698.00	115057	04/30/2024
	43516	SQUAD 2011 - CHANGE OIL & TIRE ROTATION	48.08	115057	04/30/2024
	43658	SQUAD 2014 - CHANGE OIL & TIRE ROTATION	47.18	115057	04/30/2024
	43674	SQUAD 2208 - CHANGE OIL & TIRE ROTATION	52.28	115057	04/30/2024
	43778	SQUAD 2107 - INSTALL 4 NEW TIRES & MOUNT & BALANCE	749.00	115130	05/13/2024
	43785	SQUAD 2013 - CHANGE OIL	38.28	115130	05/13/2024
TOTAL FOR: AMERICAN IMPORTS			1,892.90		
10103	AMERICAN LEGAL PUBLISHING CORPORATI				
	33548	2024 S-19 SUPPLEMENT PAGES	2,131.55	115131	05/13/2024
TOTAL FOR: AMERICAN LEGAL PUBLISHING CORPORATI			2,131.55		
10120	ANCOM COMMUNICATIONS INC				
	121017	MINITOR VI BATTERY	128.00	115058	04/30/2024
TOTAL FOR: ANCOM COMMUNICATIONS INC			128.00		
10201	AXON ENTERPRISE INC				
	INUS245930	BUNDLE - UNLIMITED & AB4 MULTI BAY DOCK BUNDLE & AB4 CAMERA BUNDLE-BWC	57,100.32	115132	05/13/2024
TOTAL FOR: AXON ENTERPRISE INC			57,100.32		
14059	BENEFIT EXTRAS INC				
	04102024	SETTLE PURCHASE	110.68	1769	04/12/2024
	04112024	SETTLE PURCHASE	151.68	1770	04/15/2024
	04202024	SETTLE PURCHASE	130.48	1782	04/23/2024
TOTAL FOR: BENEFIT EXTRAS INC			392.84		

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	Invoice				
14128	BOLTON & MENK INC				
	0334510	2022 LS & FM IMPROVEMENTS	1,171.00	115133	05/13/2024
	0334511	2024 ADA SIDEWALK REPAIRS	451.00	115133	05/13/2024
	0334512	2024 ANNUAL REVIEWS	178.00	115133	05/13/2024
	0334514	2024 LOCAL ST IMPROVEMENT	7,224.00	115133	05/13/2024
	0334515	2024 RECLAMATION/DOUBLE CHIP	1,231.00	115133	05/13/2024
	0334516	CSAH 32 PEDESTRIAN & STREET	2,136.00	115133	05/13/2024
	0334518	CSAH 33 SAFETY IMPROVEMENTS	1,618.00	115133	05/13/2024
	0334519	EUREKA AVENUE IMPROVEMENTS	36,482.52	115133	05/13/2024
	0334520	GENERAL ROUTINE ENGINEERING	2,500.00	115133	05/13/2024
	0334521	HIDDEN CREEK	5,355.00	115133	05/13/2024
	0334522	NON-ROUTINE ENGINEERING	2,496.00	115133	05/13/2024
	0334523	SHADOW CREEK STABLES ESTATES	318.00	115133	05/13/2024
	0334527	MISTER CAR WASH - SITE DEVELOPMENT	1,998.00	115133	05/13/2024
	0334528	WASHINGTON COUNTY NORTHERN ENVIRONMENTAL - SITE DEVELOPMENT	5,428.00	115133	05/13/2024
	0334529	PGA INVESTMENTS LLC - SITE DEVELOPMENT	2,294.00	115133	05/13/2024
	0334530	WESTLAKE COMMERCIAL EXPANSION - SITE DEVELOPMENT	89.00	115133	05/13/2024
	0334531	WYNCO DENTAL CLINIC - SITE DEVELOPMENT	89.00	115133	05/13/2024
	0334532	CHASE BANK - SITE DEVELOPMENT	445.00	115133	05/13/2024
	0334533	STORMWATER MODELING UPDATES	2,181.50	115133	05/13/2024
	0334534	TH 97 IMPROVEMENT PROJECT	2,759.00	115133	05/13/2024
	0334535	WTP 4 CONSTRUCTION	4,377.50	115133	05/13/2024
TOTAL FOR: BOLTON & MENK INC			80,821.52		
14242	BRENT DEGROOT				
	VERIFIED CLAIM	INSTRUCTORS THAT PURCHASED EQUIPMENT LAST YEAR FOR REIMB	583.36	115059	04/30/2024
TOTAL FOR: BRENT DEGROOT			583.36		
14186	BRUCE'S FOODS INC				
	0145 04-23-24	24 PK OF WATER QUANTITY - 6	23.94	115134	05/13/2024
TOTAL FOR: BRUCE'S FOODS INC			23.94		
14193	BS& A SOFTWARE				
	152922	PERMIT APPLICATION SUBMISSION (PAS) - SERVICE FEE FOR ONLINE - PERMIT APP. (11/15/23 TO 04/09/24)	206.00	115060	04/30/2024
TOTAL FOR: BS& A SOFTWARE			206.00		
18019	CAPITAL ONE TRADE CREDIT				
	541201103244171	143892-TRAILER ASSIST GORILLA-62759-19" PLASTIC ORGANIZER & 630955-40955 FORD/GM MUL TL TOW	528.31	115061	04/30/2024
TOTAL FOR: CAPITAL ONE TRADE CREDIT			528.31		

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	Invoice				
18024	CARGILL INC				
	2909390623	CLEARLANE DEICER ENHNCD BULK - 48,960.00 LB & 50,960.00 LB & 49,620.00 & 47,460.00 & 50,980.00	14,677.94	115062	04/30/2024
	2909443679	KD CRSE SO BULK NSF 60 - 50,200.00 LB	6,595.28	115062	04/30/2024
	2909468696	KD CRSE SO BULK NSF 60 - 50,140.00 LB	6,587.39	115135	05/13/2024
	2909469348	CLEARLANE DEICER ENHNCD BULK - 48,140.00 LB	2,849.41	115135	05/13/2024
	2909473680	CLEARLANE DEICER ENHNCD BULK - 44,200.00 LB	2,616.20	115135	05/13/2024
TOTAL FOR: CARGILL INC			33,326.22		
18067	CENTRAL ROOFING COMPANY				
	35701	FIRE DEPT LEAK - FOUND A SMALL NICK/CUT IN THE ROOF ALONG WITH OPEN SEALANT ON WINDOW METAL FLASHING	780.00	115063	04/30/2024
TOTAL FOR: CENTRAL ROOFING COMPANY			780.00		
18074	CENTURY COLLEGE				
	1218828	FIRE APPARATUS OPERATOR - MULTIPLE PARTICIPANTS	6,000.00	115064	04/30/2024
TOTAL FOR: CENTURY COLLEGE			6,000.00		
18077	CENTURY LINK				
	APRIL 2024	SENIOR CENTER TELEPHONE - APRIL 2024	143.27	1786	04/29/2024
TOTAL FOR: CENTURY LINK			143.27		
18305	CHASE PAYMENTECH				
	SERVICES02272024	SERVICE FEE PAYMENTS-FEBRUARY BLD	1.40	1767	02/27/2024
	SERVICES032024	SERVICE FEE PAYMENTS-MARCH UB	275.73	1778	04/03/2024
TOTAL FOR: CHASE PAYMENTECH			277.13		
18113	CINTAS CORPORATION				
	4189573871	UNIFORM & CLOTHING - M.WELSH	73.76	115065	04/30/2024
	4190294105	UNIFORM & CLOTHING - M.WELSH	73.76	115065	04/30/2024
	4191007199	UNIFORM & CLOTHING - M.WELSH	73.76	115136	05/13/2024
TOTAL FOR: CINTAS CORPORATION			221.28		
18176	COMPANION ANIMAL CONTROL				
	APRIL 2024	ANIMAL CONTROL - CONTRACTUAL SERVICES APRIL 2024	932.29	115137	05/13/2024
TOTAL FOR: COMPANION ANIMAL CONTROL			932.29		

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18181	CONNEXUS ENERGY				
	MARCH 2024	MARCH 2024 ENERGY BILLING	2,506.94	1783	04/24/2024
	MARCH 2024-3	MARCH 2024-3 ENERGY BILLING	17.00	1779	04/22/2024
	MARCH 2024-4	MARCH 2024-4 ENERGY BILLING	1,831.79	1779	04/22/2024
TOTAL FOR: CONNEXUS ENERGY			4,355.73		
22040	DAVID D. DREWS				
	APRIL 2024	CLEANING SERVICES FOR APRIL 2024 FL SENIOR CENTER	850.00	115138	05/13/2024
TOTAL FOR: DAVID D. DREWS			850.00		
22125	DUNAWAY CUSTOM ARMS LLC				
	APRIL 2024	7360 & 6360 RDS RT HAND GLOCK 19 GEN5 - 7360 & 6360 RDS RT HAND GLOCK 17 GEN5	7,214.00	115066	04/30/2024
TOTAL FOR: DUNAWAY CUSTOM ARMS LLC			7,214.00		
22128	DVS RENEWAL				
	BYK139	2018 CHEV TAH - EXPIRES MAY 2025	16.25	115067	04/30/2024
TOTAL FOR: DVS RENEWAL			16.25		
26013	ECM PUBLISHERS INC				
	994832	AIRFIELD PAVEMENT MAINTENANCE PO# A8206-26	117.45	115068	04/30/2024
	994833	TAXILANE BRAVO/TAXIWAY A3 EXTE PO# SP NO. A8206-26	125.40	115068	04/30/2024
	995851	MAY 8 PH GAIOVNIK ESTATES	31.80	115139	05/13/2024
	995852	ORDINANCE NO. 736 - ZONING CODE	29.15	115139	05/13/2024
	ANNUAL SUB 2024	ANNUAL SUBSCRIPTION ACCT #FLT-161553	73.40	115139	05/13/2024
TOTAL FOR: ECM PUBLISHERS INC			377.20		
26028	EJ HOULE INC				
	2471/14	JRK 50LB CRAB 22-0-6/NUTR	187.25	115069	04/30/2024
	B40391	JRK SANDY SOIL MIX 50#	326.90	115140	05/13/2024
TOTAL FOR: EJ HOULE INC			514.15		
26048	EMERGENCY AUTOMOTIVE TECHNOLOGIES				
	SERV24243	SERVICES ON 2020 FORD TRANSIT	522.25	115141	05/13/2024
	SVC23208	SERVICES ON UNIT 2115	185.60	115070	04/30/2024
TOTAL FOR: EMERGENCY AUTOMOTIVE TECHNOLOGIES			707.85		
26064	ESO SOLUTIONS INC				
	ESO-137859	ON DEMAND LEARNING - UNLIMITED, ONLINE TRAINING FOR ALL ESO PRODUCTS	610.27	115071	04/30/2024
TOTAL FOR: ESO SOLUTIONS INC			610.27		

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	Invoice				
30013	FASTENAL COMPANY				
	MNTC3230360	GAL NATURAL ORANGE	17.88	115072	04/30/2024
	MNTC3230409	5/8-11 TOP LK GR C & 5/16"-18 FHNYZ8 & 5/16"HI- ALLOY L/W YZ & HCS 5/16-18X1.5 YZ8 & HCS 3/8- 16X2.5 YZ	108.36	115072	04/30/2024
TOTAL FOR: FASTENAL COMPANY			126.24		
30038	FIRE LOSS MANAGEMENT LLC				
	24-016	FIRE SPRINKLER PLAN REVIEW - MISTER CAR WASH	150.00	115142	05/13/2024
TOTAL FOR: FIRE LOSS MANAGEMENT LLC			150.00		
30041	FIRE SAFETY USA INC				
	186516	AIR BOAT TRAILER - RAISE TRAILER, REMOVED ALL RIM AND TIRES & REMOVED ALL WHEEL BEARINGS AND DRUMS	2,574.75	115143	05/13/2024
TOTAL FOR: FIRE SAFETY USA INC			2,574.75		
30073	FOREST LAKE ACE HARDWARE				
	64066/3	SILICONE I W&D CLR10.10Z	19.98	115073	04/30/2024
	64090/3	KEY RACK 8 TAGS & GARMENT HOOK SNGL WH CD2	42.93	115073	04/30/2024
	64092/3	RETURN OF GARMENT HOOK SNGL WH CD2 - PURCHASE OF CD KEY TAGS & ORGANIZER	(8.97)	115073	04/30/2024
	64098/3	DUR BATT LTHM 123 6PK	28.99	115073	04/30/2024
	64110/3	DUR BATT LTHM 123 6PK	28.99	115073	04/30/2024
	64120/3	KEY RACK 8 TAGS & CD KEY TAGS & ORGANIZER	26.97	115073	04/30/2024
	64132/3	PIPE TEE 1/4"FPT BRS & BALL VLV 600IPS FIP 1/4"	20.98	115144	05/13/2024
	64133/3	COM CNNCT3/8X3/8"FBRSS LL & FLUX NOKORODE 1.7OZ & SPLYFCT3/8X1/2X9SS LL & HEX RED NIPPLE1/2X3/8 LF	53.94	115144	05/13/2024
	64135/3	FASTENERS	0.59	115144	05/13/2024
	64143/3	KEY PLAIN SINGLE CUT KEY	2.99	115144	05/13/2024
TOTAL FOR: FOREST LAKE ACE HARDWARE			217.39		
34005	GALLAGHER BENEFIT SERVICES INC				
	310253	APRIL 2024 CONSULTING SERVICES	1,200.00	115074	04/30/2024
TOTAL FOR: GALLAGHER BENEFIT SERVICES INC			1,200.00		
34061	GOPHER STATE ONE-CALL				
	4040402	FTP TICKETS (312); CANCELLED TICKETS (7); TOTAL BILLABLE TICKETS (305)	411.75	115145	05/13/2024
TOTAL FOR: GOPHER STATE ONE-CALL			411.75		
34075	GRAINGER INC				
	9098328769	REBUILD KIT	1,106.07	115075	04/30/2024
TOTAL FOR: GRAINGER INC			1,106.07		

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34079	GRANNY MAYS 16219	MEAL SERVICES FOR APRIL	180.00	115076	04/30/2024
TOTAL FOR: GRANNY MAYS			180.00		
34108	GUARDIAN SUPPLY LLC 18069	BODY ARMOR - Z. BOESEL	1,156.00	115077	04/30/2024
	18077	BLACKHAWK T-SERIES L3D LB BLACK RDS GLOCK BOX - STYLE 44ND00BWL & STYLE 44ND00BWR	639.96	115146	05/13/2024
	18108	BLAUER COLORBLOCK SOFTSHELL FLEECE JACKET-STYLE 4670 & BLAUER COLORBLOCK PERFORMANCE POLO - STYLE 813	1,121.92	115146	05/13/2024
TOTAL FOR: GUARDIAN SUPPLY LLC			2,917.88		
38004	HACH COMPANY 14006403	ASSY, PACK, CHEMKEY, 25 PIECE HARDNESS, LOW RANGE & SPADNS2 (ARSENIC FREE) FLUORIDE RGT ACCUVAC,25/PK	360.96	115078	04/30/2024
TOTAL FOR: HACH COMPANY			360.96		
38032	HARDWOOD CREEK NURSERY INC 9748	MAPLE AUTUMN BLAZE & COFFEE TREE TRUE NORTH & LINDEN BOULEVARD	3,920.00	115079	04/30/2024
TOTAL FOR: HARDWOOD CREEK NURSERY INC			3,920.00		
38044	HAWKINS INC 6731480	150 LB CHLORINE CYLINDER BARCODE 060830 & 111416 & 117219	30.00	115080	04/30/2024
	6734226	LPC-4 & SODIUM HYDROXIDE 50% DIAPHRAGM & CHLORINE - EPA REG. NO. 7870-2	3,206.61	115080	04/30/2024
TOTAL FOR: HAWKINS INC			3,236.61		
38049	HEALTH PARTNERS CLAIMS04102024	HPAI SELF INSURED CLAIMS 15657 - APRIL 2024	2,586.53	1771	04/15/2024
	CLAIMS04172024	HPAI SELF INSURED CLAIMS 15657 - APRIL 2024	1,680.47	1784	04/22/2024
	CLAIMS04242024	HPAI SELF INSURED CLAIMS 15657 - APRIL 2024	903.13	1785	04/29/2024
TOTAL FOR: HEALTH PARTNERS			5,170.13		
38057	HEBERT AND WELCH PA 387	LEGAL SERVICES FOR APRIL 2024	12,870.00	115147	05/13/2024
TOTAL FOR: HEBERT AND WELCH PA			12,870.00		

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38146	HIPERLINE				
	1398	APPLY SPECTRASHIELD LINING SYSTM TO 4 MANHOLES & MOBILIZATION	45,941.40	115081	04/30/2024
TOTAL FOR: HIPERLINE			45,941.40		
38126	HUGO EQUIPMENT COMPANY				
	203144	BLADE & BLADE-FLOW, HIGH & TITANIUM FORCE .095 X 840'	314.86	115148	05/13/2024
	203306	PAS TILLER CULTIVATOR ATTACH	209.25	115148	05/13/2024
	203496	BAG AND BOTTOM PANEL ASM & FILTER, OIL	338.98	115148	05/13/2024
TOTAL FOR: HUGO EQUIPMENT COMPANY			863.09		
38124	HYDRO FLOW PRODUCTS LLC				
	56193	HOSE, 4-1/2" FEMALE NH,RL SWIVEL X 20' 5" RUBBER HOSE X 4" MALE NH RE-ATTACHABLE FITTING	826.00	115082	04/30/2024
	56385	GAUGE, BIGBOY, 0-2759 GPM/0-60 PSI, 4" DIAL, 1/2% 18171	265.00	115082	04/30/2024
TOTAL FOR: HYDRO FLOW PRODUCTS LLC			1,091.00		
42005	IEDITWEB INC				
	01011132	SENIOR CENTER HOSTING WEBSITE 04/26/24 - 05/25/24	39.95	115149	05/13/2024
TOTAL FOR: IEDITWEB INC			39.95		
42010	IMPACT				
	210753	MAIL PREP - UTILITY BILLING 1ST QTR 2024	2,904.48	115083	04/30/2024
TOTAL FOR: IMPACT			2,904.48		
45022	JEFFERSON FIRE & SAFETY INC				
	IN314099	TFT RADIUS MONITOR 3": ANSO/ DNB0 3.0" NPT INLET X 2.5" NH OUTLET W/ 12V STOW LIGHT	3,851.05	115150	05/13/2024
TOTAL FOR: JEFFERSON FIRE & SAFETY INC			3,851.05		
45184	JONATHAN GLADER				
	VERIFIED CLAIM	INSTRUCTORS THAT PURCHASED EQUIPMENT LAST YEAR FOR REIMB	583.36	115084	04/30/2024
TOTAL FOR: JONATHAN GLADER			583.36		
45196	JOSHUA BROWN				
	VERIFIED CLAIM	INSTRUCTORS THAT PURCHASED EQUIPMENT LAST YEAR FOR REIMB	583.36	115085	04/30/2024
TOTAL FOR: JOSHUA BROWN			583.36		

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	Invoice				
53055	LEAGUE OF MINNESOTA CITIES INSURANC				
	40003730 04302024	2024-2025 PROPERTY/CASUALTY INSURANCE PREMIUMS	468.00	115151	05/13/2024
TOTAL FOR: LEAGUE OF MINNESOTA CITIES INSURANC			468.00		
53076	LEVANDER, GILLEN & MILLER PA				
	35000-01000E	MAYOR/COUNCIL	964.00	115152	05/13/2024
	35000-01004E	FORESTLAND NURSERIES LEASE	130.50	115152	05/13/2024
	35000-01045E	THC ORDINANCE	609.00	115152	05/13/2024
	35000-01046E	CODE ENFORCEMENT AND PUBLIC NUISANCES	101.50	115152	05/13/2024
	35000-01047E	HWY 61/BROADWAY TITLE RESEARCH PROJECT	203.00	115152	05/13/2024
	35000-02000E	ADMINISTRATION	1,131.00	115152	05/13/2024
	35000-04055E	GAUGHAN PURCHASE/DEVELOPMENT AGREEMENTS FOR BUSINE	87.00	115152	05/13/2024
	35000-06000E	PLANNING	3,827.50	115152	05/13/2024
	35000-06046E	ZONING ORDINANCE	145.00	115152	05/13/2024
	35000-06062E	SHIELDS PARK SWAP	82.50	115152	05/13/2024
	35000-06098E	SHADOW CREEK CONCEPT PLAN	115.50	115152	05/13/2024
	35000-07000E	POLICE	377.00	115152	05/13/2024
	35000-07002E	SCHOOL LIAISON OFFICER PROGRAM	203.00	115152	05/13/2024
	35000-09000E	PUBLIC WORKS	145.00	115152	05/13/2024
	35000-10000E	ENGINEERING	913.50	115152	05/13/2024
	35000-10001E	ENGINEERING STANDARDS	246.50	115152	05/13/2024
	35000-11000E	PARKS	275.50	115152	05/13/2024
	35000-11007E	CASTLEWOOD GOLF COURSE	290.00	115152	05/13/2024
	35000-11013E	SHARED PARKING AGREEMENT WITH ST. PETER'S CHURCH	72.50	115152	05/13/2024
	35000-15000E	AIRPORT	1,783.50	115152	05/13/2024
	35000-15001E	AIRPORT GROUND LEASES	522.00	115152	05/13/2024
	35000-17000E	ECONOMIC DEVELOPMENT AUTHORITY (EDA)	348.00	115152	05/13/2024
TOTAL FOR: LEVANDER, GILLEN & MILLER PA			12,573.00		
53092	LINDE GAS & EQUIPMENT INC				
	42658798	INDUSTRIAL ACETYLENE IND HIGH PRESSURE > 100CF - RENTAL 03/20/2024 TO 04/20/2024	190.43	115153	05/13/2024
TOTAL FOR: LINDE GAS & EQUIPMENT INC			190.43		
57008	MADDEN GALANTER HANSEN ATTORNEYS AT				
	MARCH 2024	SERVICES RENDERED - 03/01/24 - 03/31/24	1,226.60	115154	05/13/2024
TOTAL FOR: MADDEN GALANTER HANSEN ATTORNEYS AT			1,226.60		
57014	MAGTECH AMMUNITION				
	40382	9MM LUGER 115 FMJ	2,040.00	115155	05/13/2024
	EX40382	EXCISE TAX CREDITS	(202.16)	115155	05/13/2024
TOTAL FOR: MAGTECH AMMUNITION			1,837.84		

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	Invoice				
57106	MENARDS				
	31096	1/4X2-1/2 PWRLAG HCR 50PC & 4"GALV STRAP (5/BAG) & 3" GALV STRAP (5/BAG) & 2X4-8' AC2 GREEN TRTD	79.03	115086	04/30/2024
	31241	MICRO TO USB-A -BLK-4' & 3/8"ID X 20' VINYL TUBING	12.15	115086	04/30/2024
	31317	1/2" X 3" BRASS NIPPLE & 1/2" FIP BRASS TEE	121.12	115086	04/30/2024
	31318	6' AC2 DOGEAR PICKET	11.88	115086	04/30/2024
	31509	1/2" PUSH-ON BALL VALVE & 3/4" BRASS HEX HEAD PLUG & LENOX 1/2" PIPE CUTTER & 1/2" BRASS PLUG	41.15	115086	04/30/2024
	31661	810Z SOLUTIONS BLEACH & 320Z SB BATH GRIME CLNR	45.48	115086	04/30/2024
	31665	HYDROFLEX HOSE 5/8 X100 & ADJ. NOZZLE ZINC/COPPER & 175FT. HOSE REEL CART	113.97	115086	04/30/2024
	31684	2'W X 8" BM MESH & LENOX TUBE CUTTER 1-3/4 & 1" PRESS MALE ADPTR & 1" PRESS 90 ELBOW	137.13	115086	04/30/2024
	31717	11/4XL PRSXPRS RED COUP & 1/2" PUSH-ON BALL VALVE & 1 LF PRESS BV & L" PRESS COUPLING	76.03	115086	04/30/2024
	31721	11/4XL PRSXPRS RED COUP & 1-1/4" X 2' TYPE L TUBE & L" COPPER STRAP & 11/2X11/4 PRS RED COUP	78.51	115086	04/30/2024
	31741	RETURN - 11/4 PRSXPRS REP COUP(NS) & 11/4XL FTGXPRS REDUCER	(24.18)	115086	04/30/2024
	31761	12' EXTENSION HANDLE & FLEX MICROFIBER DUSTER	31.96	115086	04/30/2024
	32292	3"X36" TREE GUARD - 2 PK & PROCLASS COUPLER LOCK	87.21	115156	05/13/2024
	32309	3-1/2" MECH TEST PLUG	5.49	115156	05/13/2024
	32320	4" MECHANICAL TEST PLUG	6.39	115156	05/13/2024
	32498	FOLGER COLUMBIAN 22.602 & 250ML MEASURE CONTAINER & DIXIE ULTR BOWL 20OZ 24CT & 100 CT PAPER PLATES	135.11	115156	05/13/2024
	32615	PRO H-D RIVET TOOL & 1/8 ALUM MED RIVET	24.18	115156	05/13/2024
	32688	7/16"-1" HOSE CLAMP & 3/4"X100' PEX-A TUBING	74.89	115156	05/13/2024
TOTAL FOR: MENARDS			1,057.50		
57123	METRO SALES INC				
	INV2507766	RICHO/IM C3000 C45000 C6000 COLOR COPIES	1,095.23	115087	04/30/2024
	INV2517755	RICOH/IM 350F COPIER	97.56	115157	05/13/2024
TOTAL FOR: METRO SALES INC			1,192.79		
57401	METRO-INET				
	1886	USER, COMPUTER & EMAIL SUPPORT	22,637.00	115158	05/13/2024
TOTAL FOR: METRO-INET			22,637.00		

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57131	METROPOLITAN COUNCIL - ENVIRONMENTA				
	0001171551	INDUSTIRAL DISCHARGE PERMIT FEE - JANUARY THROUGH DECEMBER 2024 - 1408 LAKE ST S	450.00	115088	04/30/2024
	0001171729	INDUSTIRAL DISCHARGE PERMIT FEE - JANUARY THROUGH DECEMBER 2024 - 63 NW 3RD AVE	500.00	115088	04/30/2024
	0001171730	INDUSTIRAL DISCHARGE PERMIT FEE - JANUARY THROUGH DECEMBER 2024 - 1850 SE 8TH ST	500.00	115088	04/30/2024
	0001172545	WASTE WATER SERVICES DEF REV - JUNE 2024	143,589.25	115159	05/13/2024
TOTAL FOR: METROPOLITAN COUNCIL - ENVIRONMENTA			145,039.25		
57158	MIDCONTINENT COMMUNICATIONS				
	14014890113956	AIPORT PHONE APRIL 2024	174.09	1787	04/23/2024
TOTAL FOR: MIDCONTINENT COMMUNICATIONS			174.09		
57166	MIDWESTONE BANK				
	PP042024	POSITIVE PAY MONTHLY FEE-APRIL	49.20	1790	04/30/2024
	WIREFEE042024	WIRE TRANSFER FEE	10.00	1780	04/22/2024
TOTAL FOR: MIDWESTONE BANK			59.20		
57211	MINNESOTA DEPARTMENT OF NATURAL RES				
	1965-0815	MPARS WATER APPROPRIATION 2023	8,791.20	1776	04/04/2024
	1965-0815	MPARS WATER APPROPRIATION 2023-WELL #7	150.00	1777	04/12/2024
	1987-6023	MPARS WATER APPROPRIATION CASTEWOOD GOLF COURSE- 2023	464.05	1777	04/12/2024
	2010-0372	MPARS WATER APPROPRIATION FENWAY PARK COMPLEX-2023	617.55	1777	04/12/2024
TOTAL FOR: MINNESOTA DEPARTMENT OF NATURAL RES			10,022.80		
57262	MINNESOTA UI FUND				
	17063654	MN UI Q1 2024	1,657.61	1789	04/29/2024
TOTAL FOR: MINNESOTA UI FUND			1,657.61		
57264	MINNESOTA VALLEY TESTING LABS				
	1247582	COLIFORM, MF - WATER	151.25	115089	04/30/2024
	1249772	COLIFORM, MF - WATER	151.25	115089	04/30/2024
	1250095	COLIFORM, MF - WATER	111.00	115160	05/13/2024
TOTAL FOR: MINNESOTA VALLEY TESTING LABS			413.50		
57418	MN STRIPES INC				
	24008	95 EAST BROADWAY AVE - RE-STRIPE ALL EXISTING PAVEMENT LINES	4,319.00	115090	04/30/2024
TOTAL FOR: MN STRIPES INC			4,319.00		

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	Invoice				
MISC	MNT COMPANY LLC				
	PB11168	BD Bond Refund	14,687.50	115161	05/13/2024
		*BD Bond Refund: BDE-0040, Address: [REDACTED]			
TOTAL FOR: MNT COMPANY LLC			14,687.50		
57411	MORRIE'S FOREST LAKE CHEVROLET				
	133890	SQUAD 2107 - BRAKE-INSP BRAKE INSPECTION, CUSTOMER STATES THAT THE BRAKES ARE SQUEAKING AND GRINDING	1,769.40	115162	05/13/2024
TOTAL FOR: MORRIE'S FOREST LAKE CHEVROLET			1,769.40		
61007	NAPA AUTO PARTS				
	204983	COUPLER & WIPER BLADE	50.48	115091	04/30/2024
	205784	NAPA THE LEGEND PREMIUM ABSO	381.92	115091	04/30/2024
	205956	O-RINGS & 1 2 NPT GEN PURP COUP	49.76	115091	04/30/2024
	206008	BRAKE AWAY KITS ACCES	42.06	115091	04/30/2024
	206022	ADAPTERS & HYD HOSE FITTINGS & CONNECTOR	33.14	115091	04/30/2024
	206963	STARTER - REMANUFACTURED - STAN & CORE DEPOSIT & NAPA PROFORMER BATTERY 18 M	277.93	115163	05/13/2024
	206966	RETURN - CORE DEPOSIT	(18.00)	115163	05/13/2024
TOTAL FOR: NAPA AUTO PARTS			817.29		
61110	NATHAN OLSTAD				
	VERIFIED CLAIM	INSTRUCTORS THAT PURCHASED EQUIPMENT LAST YEAR FOR REIMB	583.36	115092	04/30/2024
TOTAL FOR: NATHAN OLSTAD			583.36		
61111	NICHOLAS KENT				
	VERIFIED CLAIM	INSTRUCTORS THAT PURCHASED EQUIPMENT LAST YEAR FOR REIMB	411.14	115093	04/30/2024
TOTAL FOR: NICHOLAS KENT			411.14		
61081	NORTHERN SAFETY TECHNOLOGY INC				
	57501	REMOVE EMERGENCY EQUIPMENT FROM PICKUP	656.00	115094	04/30/2024
TOTAL FOR: NORTHERN SAFETY TECHNOLOGY INC			656.00		
65008	OFFICE OF MN IT SERVICES				
	W24030677	VOICE SERVICES MONTHLY INVOICE MARCH 2024	1.06	115096	04/30/2024
TOTAL FOR: OFFICE OF MN IT SERVICES			1.06		

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	Invoice				
65002	O'REILLY AUTO PARTS				
	1517-242659	FUEL FILTER	70.06	115095	04/30/2024
	1517-242802	SOCKET & OIL FILTER & AIR FILTER	35.17	115095	04/30/2024
	1517-243532	MINI BULB & FUEL FILTER & OIL FILTER	54.82	115095	04/30/2024
	1517-243868	BATTERY & CORE CHARGE & ABS SENSOR	213.53	115095	04/30/2024
	1517-243869	AIR FILTER & OIL FILTER	27.73	115095	04/30/2024
	1517-243871	OIL FILTER	6.61	115095	04/30/2024
	1517-243893	RETURN - BATTERY CORE CHARGE & STARTER CORE CHARGE	(72.00)	115095	04/30/2024
TOTAL FOR: O'REILLY AUTO PARTS			335.92		
65037	OTTER LAKE ANIMAL CARE CENTER				
	246140	ANIMAL CONTROL - MULTIPLE SERVICES CASE #2024 - 160 & 165	135.00	115097	04/30/2024
TOTAL FOR: OTTER LAKE ANIMAL CARE CENTER			135.00		
65039	OVERHEAD DOOR COMPANY OF THE NORTH				
	135533	TRANSMITTER - OHD 4 BTN RSX	159.00	115098	04/30/2024
TOTAL FOR: OVERHEAD DOOR COMPANY OF THE NORTH			159.00		
69155	PATRICK OLSON				
	738228	32X28 SHADOW BOX - OAK WITH WALNUT STAIN - B&W MAT - BOTTOM RAIL SGT. B. PETERSON	250.00	115099	04/30/2024
TOTAL FOR: PATRICK OLSON			250.00		
69177	PEACHIIE MARKETING LLC				
	0000110	SOCIAL MEDIA MANAGEMENT & EMAIL MARKETING SERVICES APRIL 2024	3,500.00	115164	05/13/2024
TOTAL FOR: PEACHIIE MARKETING LLC			3,500.00		
69116	PRECISE MRM LLC				
	IN200-1048624	5MB FLAT DATA PLAN US WITH MAF C-US-5MB	20.00	115165	05/13/2024
TOTAL FOR: PRECISE MRM LLC			20.00		
69132	PRO HYDRO-TESTING LLC				
	104709	HYDRO-TESTING DOT STORAGE CYLINDERS & GENERATOR USAGE	498.00	115166	05/13/2024
TOTAL FOR: PRO HYDRO-TESTING LLC			498.00		
74020	RAPID PRESS				
	75235	SENIOR CENTER NEWSLETTER - MAY/JUNE 2024	276.60	115167	05/13/2024
	75236	3' X 5' - 2 SIDED - CITY OF FL LOGO	350.00	115167	05/13/2024
TOTAL FOR: RAPID PRESS			626.60		

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	Invoice				
74030	READY WATT ELECTRIC				
	2216385	2024 SIREN MAINTENANCE	8,175.00	115100	04/30/2024
TOTAL FOR: READY WATT ELECTRIC			8,175.00		
74144	ROSENBAUER MINNESOTA LLC				
	0000063553	RESCUE 1 - HANDLE ASSY FOR FLIP DOWN LADDER	276.79	115101	04/30/2024
	68855	ROSENBAUER CHASSIS UPON ARRIVAL AT RMN PER CONTRACT - 1ST PAYMENT	343,041.00	115101	04/30/2024
TOTAL FOR: ROSENBAUER MINNESOTA LLC			343,317.79		
MISC	ROTO ROOTER SERVICES COMPANY				
	PW01115	BD Payment Refund	50.00	115102	04/30/2024
		*BD Refund for Trx: 37124777, Record: PW01115, Address: [REDACTED]			
		Comment: [REDACTED] JOB CANCELLED			
TOTAL FOR: ROTO ROOTER SERVICES COMPANY			50.00		
74160	RUDDY'S RENTAL				
	178032-1	PRO PRESS TOOL PLUMBING 10F	86.00	115103	04/30/2024
TOTAL FOR: RUDDY'S RENTAL			86.00		
78010	SAFE-FAST INC				
	INV289155	INVERTED MARKING PAINT, WHITE & GREEN & BLUE	612.00	115104	04/30/2024
	INV289964	4X5 BLUE MARKING FLAG W/24" WIRE W/WHITE & 4X5 GREEN MARKING FLAG W/24" WIRE W/WHITE	429.12	115168	05/13/2024
	INV289965	TSUNAMI GRIP XFTGLOVE, LARGE & XLARGE & HI-VIS MESH BACK GOATSKIN GLOVES, XL	1,726.76	115168	05/13/2024
TOTAL FOR: SAFE-FAST INC			2,767.88		
78019	SALES TAX MN DEPT REVENUE EFT				
	033124	MARCH 2024 SALES TAX	12,935.00	1772	04/12/2024
TOTAL FOR: SALES TAX MN DEPT REVENUE EFT			12,935.00		
78265	SEAN THOMAS				
	VERIFIED CLAIM	5 KIDDIE POOLS FOR FUEL SPILLS & 1 GALLON WINSHIELD WASHER FLUID FOR CV1	56.62	115105	04/30/2024
TOTAL FOR: SEAN THOMAS			56.62		
78101	SHRED-IT USA				
	8006931596	SHREDDING SERVICES FOR APRIL 2024	467.50	115169	05/13/2024
TOTAL FOR: SHRED-IT USA			467.50		

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78294	SLACK PAINTING LLC 1917	ABRASIVE BLAST AS PER SSSPC-SP10 "NEAR WHITE METAL BLAST	49,900.00	115106	04/30/2024
TOTAL FOR: SLACK PAINTING LLC			49,900.00		
78136	SOURCEWELL 03312024 04302024	RETIREE HEALTH INSURANCE-MARCH 2024 RETIREE HEALTH INSURANCE-APRIL 2024	3,237.91 3,237.91	1768 1781	03/04/2024 04/04/2024
TOTAL FOR: SOURCEWELL			6,475.82		
78176	STAPLES INC 3564107217 3564294963 3564294964 3564412862 3564605519 3564605520	TISSUE TOILET JUMBO ROLL WE 12IN SS RULER CORK BASE & LABELS ADDRESS LABELWRITER-WE & CUPBIG PENCILRCYCBK DY LW 550 PRINTER NA/LA BANDAGES SPORT KNEE/ELBOW & FOLGERS CLASSIC ROAST 25.9 OZ FEBREZE AIR LINENSKY 2PK 8.8OZ & AIR DOWNY APRIL FRSH 8.8OZ 2PK & AIR HEAVY DUTY CRISP 8.8OZ 2PK FOAM HAND WASH LAVENDER	89.12 34.16 89.01 128.85 39.75 57.48	115107 115107 115107 115107 115107 115107	04/30/2024 04/30/2024 04/30/2024 04/30/2024 04/30/2024 04/30/2024
TOTAL FOR: STAPLES INC			438.37		
78214	STREICHER'S INC I1692660 I1696371	9MM DUTY: 147GR, TACTICAL HST HP [1000/CS] .223 CAL AMMO: 75 GR GOLD-DOT SP [500 RND CASE]	928.00 333.33	115108 115170	04/30/2024 05/13/2024
TOTAL FOR: STREICHER'S INC			1,261.33		
82241	TIMESAVER OFF SITE SECRETARIAL INC M29124	APRIL 8 2024 - EDA MEETING & CITY COUNCIL MEETING & APRIL 10 - PLANNING COMMISSION MEETING	907.00	115171	05/13/2024
TOTAL FOR: TIMESAVER OFF SITE SECRETARIAL INC			907.00		
18310	TOM COCKBURN VERIFIED CLAIM	INSTRUCTORS THAT PURCHASED EQUIPMENT LAST YEAR FOR REIMB	583.36	115109	04/30/2024
TOTAL FOR: TOM COCKBURN			583.36		
82158	TREVOR JOHNSON VERIFIED CLAIM	INSTRUCTORS THAT PURCHASED EQUIPMENT LAST YEAR FOR REIMB	583.36	115110	04/30/2024
TOTAL FOR: TREVOR JOHNSON			583.36		

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82161	TRI-STATE BOBCAT INC				
	A34421	CAP, DIES	59.43	115172	05/13/2024
TOTAL FOR: TRI-STATE BOBCAT INC			59.43		
82179	TWIN CITIES DOCKS				
	4268	CAPLUG 2' ROUND (DOCK) GREY	64.00	115173	05/13/2024
TOTAL FOR: TWIN CITIES DOCKS			64.00		
82180	TWIN CITIES FLAG SOURCE INC				
	38833	3X5 POW/MIA SF	157.00	115111	04/30/2024
TOTAL FOR: TWIN CITIES FLAG SOURCE INC			157.00		
82185	TWIN CITY FILTER SERVICE INC				
	0757906-IN	20X25X2 ZL PLEAT	539.08	115112	04/30/2024
TOTAL FOR: TWIN CITY FILTER SERVICE INC			539.08		
86001	ULINE, INC				
	177309286	3"X4' OIL ONLY SORBENT SOCK & 3"X12' OIL ONLY	520.34	115174	05/13/2024
	177530648	SORBENT SOCK & 15X19 OIL ONLY HEAVY SORBENT PAD	1,573.85	115174	05/13/2024
		ULINE INDUSTRIAL TRASH LINERS - 55-60 GALLON, 2			
		MIL, CLEAR & GOJO® PREMIUM LOTION SOAP REFILL BOX			
TOTAL FOR: ULINE, INC			2,094.19		
88022	VETTER'S ELECTRIC INC				
	10457	REPLACED GFCI IN FRONT ENTRY	252.44	115113	04/30/2024
TOTAL FOR: VETTER'S ELECTRIC INC			252.44		
90028	WASHINGTON COUNTY				
	2880772	PID 99.099.99.00.0651 1ST HALF OF PROPERTY TAXES	2,406.00	115114	04/30/2024
TOTAL FOR: WASHINGTON COUNTY			2,406.00		
90039	WASHINGTON COUNTY				
	222574	ANNUAL TIF ADMIN FEE	1,016.00	115175	05/13/2024
TOTAL FOR: WASHINGTON COUNTY			1,016.00		
90048	WATER CONSERVATION SERVICES INC				
	6489	1ST QTR SHARED WATER RESOURCE EDUCATOR PROGRAM	716.31	115115	04/30/2024
TOTAL FOR: WATER CONSERVATION SERVICES INC			716.31		

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90075	WEX BANK				
	96616570	FIRE MOTOR FUEL - APRIL 2024	1,629.64	115116	04/30/2024
	96616788	PUBLIC WORKS MOTOR FUEL - APRIL 2024	9,283.19	115118	04/30/2024
	96616934	POLICE MOTOR FUEL - APRIL 2024	3,834.59	115117	04/30/2024
TOTAL FOR: WEX BANK			14,747.42		
90082	WHITE BEAR LOCKSMITH				
	35007	WATER TREATMENT PLANT #1 - SERVICE LOCK (MIN LABOR)	115.00	115119	04/30/2024
	35046	3 KEY'S BY CODE & 3 KEY'S DUPLICATED	54.00	115176	05/13/2024
TOTAL FOR: WHITE BEAR LOCKSMITH			169.00		
90100	WINNICK SUPPLY INC				
	041575	3" COMPANION FLANGE BLACK & 3" X CLOSE GALVANIZED NIPPLE & 3" VANSTONE FLANGE PVC & 3" FLANGE GASKET	139.88	115120	04/30/2024
	041615	3" & 4" MALE ADAPTER PVC SCH40 & PVC ALL TEMP CEMENT QUART OATEY & PURPLE PRIMER OATEY QUART	54.56	115120	04/30/2024
	041888	RIDGID 2" PIPE TAP	209.34	115120	04/30/2024
	042123	BRADLEY 1C-PM PRESTO VALVE & TILE TAPE 4"	566.22	115120	04/30/2024
	042129	SLOAN CLOSET DIAPHRAGM REPAIR 1.6GPF	60.75	115120	04/30/2024
	042434	POLYLOK DRAIN BOX W/GRATE 20" ROUND	90.45	115120	04/30/2024
	042913	4" 90 ELBOW S & D & 4" COUPLING DRAIN TILE FLEX & 4" STEEL RAT GUARD	25.04	115120	04/30/2024
	043285	SLOAN 1 1/2" SPUD COUPLING ASSEMBLY & SPUD WRENCH	27.00	115177	05/13/2024
TOTAL FOR: WINNICK SUPPLY INC			1,173.24		
90142	WOODROW MCBRIDE				
	APRIL 2024	AUDIO PRODUCTION FOR 4/27 KIDS EVENT	500.00	115121	04/30/2024
TOTAL FOR: WOODROW MCBRIDE			500.00		

05/08/2024 08:52 AM
User: ANGELA.CAMPBELL
DB: Forest Lake

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
EXP CHECK RUN DATES 04/30/2024 - 05/13/2024
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 17/17
19

Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
94003	XCEL ENERGY				
	868755876	51-0830223-8 ~ 6728 NORTH SHORE TRL N-ELEC	6.49	1773	04/11/2024
	868810549	51-8829533-8 ~ 21036 KAROLINE CT N-LIFT	45.35	1773	04/11/2024
	868857309	51-0013131153-7 ~ 10100 SCANDIA TRL N	25.44	1773	04/11/2024
	868864432	51-0014133727-6 ~ 23845 GRANADA AVE N LIFT STATION	21.19	1773	04/11/2024
	868875929	51-0014224434-5 ~ 21228 KIEBLER CT N	18.55	1773	04/11/2024
	868883402	51-0014003458-5 7686 NORTH SHORE CIR LIFT STATION	7.79	1773	04/11/2024
	868889330	51-0014644299-0 ~ 9597 NORTH SHORE TRL N UNIT-LIFT STATION	34.70	1773	04/11/2024
	868901817	51-0239658-9 ~ LIFT STATIONS	216.47	1774	04/12/2024
	869200236	51-5193679-1 ~ AIRPORT	30.32	1775	04/15/2024
	869227173	51-5193669-9 ~ AUTO PROTECTIVE LIGHT	9.69	1775	04/15/2024
	869407627	51-5193674-6 ~ LIFT STATIONS	388.75	1775	04/15/2024
	869414891	51-5193663-3 ~ TRAFFIC SIGNALS	209.60	1775	04/15/2024
	869418636	51-5193677-9 ~ LIFT STATIONS	703.96	1775	04/15/2024
	870359679	51-5193676-8 ~ 1850 8TH ST SE & 65 3RD AVE NW WTP	4,769.90	1773	04/11/2024
	872811056	51-0010746167-3/CITY CENTER	5,549.06	1788	04/29/2024
TOTAL FOR: XCEL ENERGY			12,037.26		
98012	ZIP REPORTS				
	2404010016	SEARCH FOR A. JOHNSON & A. GERMANN	30.00	115178	05/13/2024
TOTAL FOR: ZIP REPORTS			30.00		
TOTAL - ALL VENDORS			987,172.49		



City Council

Workshop

~ Minutes ~

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

Monday, April 15, 2024

6:30 PM

City Center - Council Chamber

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

1. Call to Order

2. Roll Call

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

3. Pledge of Allegiance

4. 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.

None.

5. Lakes Center for Youth and Families – Linda Madsen

Linda Madsen, Community Outreach Coordinator for Lakes Center for Youth & Families, provided a summary of the relationship between Forest Lake and Lakes Center for Youth & Families in 2023 and 2024. She explained the history and mission of Lakes Center for Youth & Families.

Mayor Bain thanked Ms. Madsen for the update and recognized the need for continued support to provide long-term stability for Lakes Center for Youth & Families.

6. School Resource Officer Discussion

Chief of Police Peterson provided an overview of the school resource officer position in the Forest Lake School District. He explained the proposed reduction to the school resource officer position from a 12-month contract to a 9-month contract for cost savings. He voiced support for this proposition and explained the school resource officers can help with patrolling during summer months. He proposed using public safety aid funding to assist with the additional costs.

Mayor Bain clarified the timing.

Chief of Police Peterson mentioned this would go into effect for summer 2024.



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Councilmember Erickson asked how this school resource officer change would impact safety at the schools during the summer.

Chief of Police Peterson answered that safety and security plans are in place and would not need to be established. The Forest Lake Police Department can respond to calls of service at the school during the summer.

Mayor Bain questioned if the funding is factoring in savings associated with overtime due to summer vacations. She also questioned if overtime would reduce the proposed number.

Chief of Police Peterson did not factor in vacations and there could be a small amount of savings.

Mayor Bain asked whether this would be the agreement temporarily or more permanently.

Chief of Police Peterson answered that this agreement would be in place for the 2024-2025 school year and would need to be addressed moving forward.

Mayor Bain stated that there would need to be advanced planning, as the extra officer will be helpful throughout the summer, but the Police Department might have difficulties without the additional staffing during the school year.

Councilmember Roberts stated there was a need for a school resource officer at the school during the summer and encouraged additional patrol with this change.

Councilmember Erickson voiced support for this change.

Councilmember Husnik voiced agreement.

Steve Massey, Superintendent for Forest Lake School Districts, provided an overview about the positive relationships with students and the school resource officers.

Mayor Bain requested clarity on the funding regulations and how it is being utilized.

Interim City Administrator Handt requested clarification.

Mayor Bain wanted to be sure that the proposal for this position is eligible for funding.

7. Parks Commission Ordinance

Terri Steenblock, 568 South Shore Drive, read a portion of the memo from Community Development Director Wittman. She also read her resignation of her role with the Parks Commission. She encouraged communication and transparency from City Council regarding decisions with the Parks Commission. She voiced disappointment with the relationship between the Parks Commission and the City Council regarding Beltz Park, the ordinance, and other decisions.



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Community Development Director Wittman highlighted the Parks Commission Ordinance to explain the Commission's duties to advise Council and assist staff. The review of the ordinance is to provide the best experience for volunteer members.

Mayor Bain recognized challenges with the Parks Commission ordinance and highlighted the temporary nature of the original ordinance.

Community Development Director Wittman asked if the City Council would like the Parks Commission to plan City-sponsored events and programming and whether there should be increases to City-sponsored events. She questioned the policy preferences for privately sponsored events and provided examples.

Mayor Bain voiced support for City involvement in events to ensure success. She stated the Parks Commission should provide input and community feedback to City staff. The Commission should serve as an advisory board with requests outside of standard activities.

Councilmember Erickson did not see immediate changes to events and programming, but there might be potential for involvement with current and new activities with the downtown plan.

Interim City Administrator Handt questioned whether the Parks Commission should facilitate these events or should the focus be on park equipment and maintenance.

Councilmember Erickson asked who owns the current public events.

Community Development Director Wittman answered that the events have been facilitated with the parks programming with the former Parks Commission. Other events are privately organized but have a feature of the events that has involved the Parks Commission.

Interim City Administrator Handt stated that some cities have events ordinances separate from parks ordinances.

Mayor Bain stated that events need a home prior to being received by the City Council. She stated that allowing better awareness by the Parks Commission helps with feedback.

Councilmember Husnik asked how often the Parks Commission is required to meet.

Councilmember Roberts asked for clarification regarding private events on public land.

Community Development Director stated they might be in a park gazebo or an indoor facility.

Councilmember Roberts stated that the Parks Commission would not need to be involved in private events outside of park property. He encouraged the Parks Commission to establish event policies.



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Community Development Director Wittman stated the Parks Commission previously were workshopping policies for events prior to increased vacancies.

Councilmember Roberts stated that increased events in the downtown do not all need to be City-sponsored.

Mayor Bain explained the importance of the Parks Commission to provide guidance based on community feedback.

Councilmember Valento stated that the Parks Commission can provide feedback on events rather than day-to-day planning. The Parks Commission should be focused on public-land events.

Community Development Director Wittman asked whether the Parks and Recreation Commission name accurately represents the Commission's needs. She also asked about the structure for Parks Commission and whether it should be seven members, with five public members and representatives from FLAAA and FLASD.

Mayor Bain explained the previous history of the Parks Commission makeup, including representatives from FLAAA and FLASD.

Councilmember Erickson asked when the structure changed.

Mayor Bain answered that the structure stopped when there was a pause to the Parks Commission. She stated that the Fenway Advisory Board had repetitive conversations and encouraged streamlining the conversation.

Councilmember Roberts stated that representatives from FLAAA and FLASD are beneficial but should not take the place of a community member.

Community Development Director Wittman asked whether there would be desires to have an ex-officio member from the senior center.

Mayor Bain asked whether the Parks Commission was involved with the Senior Center.

Interim City Administrator Handt explained the value of including the Senior Center because of recreation.

Councilmember Valento encouraged continuing with parks and recreation and for the Senior Center to remain under this commission due to the recreation activities.

Mayor Bain commented that there might not be a need for an ex-officio member representing the senior center. The Senior Center has great staff, doing a great job, but she suggested if there was a



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staffing change, this could impact the success. The Commission should understand the workflow to help in times of transition.

Community Development Director Wittman provided an example of the roles and duties of the Economic Development Authority. She suggested that the Senior Center staff member could provide quarterly updates to the Parks Commission. She will work on preparing a finalized ordinance to be presented before the City Council for there to be seven members and two ex-officio members with the anticipation to seat members by early June.

Interim City Administrator Handt encouraged providing a developed work plan to allow the Parks Commission to be successful.

Mayor Bain encouraged a developed work plan and joint workshops to help with onboarding.

Community Development Director Wittman stated that there were currently five applicants, and the applications are still open.

Councilmember Roberts asked about the process for interviewing.

Community Development Director Wittman answered that the applicants will interview with the Council liaison and Mayor Bain. Mayor Bain will make the recommendations.

Mayor Bain stated there could be additional conversations regarding the logistics of the interview.

Ms. Steenblock stated that the Parks Commission never previously weighed in on private events and voiced approval for Interim City Administrator Handt's ideas regarding a work plan to help create fair expectations and success. It was noted that previous Parks Commission members are available as a resource to provide feedback.

Mayor Bain stated that Councilmember Valento and herself should meet with previous Parks Commission members to bring feedback back to the City Council. She voiced respect for previous members for serving as volunteers.

Councilmember Roberts asked if the newly seated Parks Commission will help decide if parks is its own entity or a part of Public Works.

Interim City Administrator Handt stated the City Council should provide direction to the Parks Commission. The City Council should help determine the structure.

Councilmember Valento stated that with the size of the Parks Department and the events and the potential growth with downtown events, it would be appropriate for it to be its own department and separate from Public Works. There are many different aspects with Public Works, parks, and



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recreation: To provide continued growth for parks and recreation, it should be bigger than what it currently is.

Interim City Administrator Handt stated that the Public Works' representative should attend the Parks Commission meeting along with the Parks and Recreation Commission so both voices are represented adequately.

Mayor Bain commented that there are pros and cons but the new City Administrator should help determine the model. The best model will be most beneficial for staff.

8. Long Range Staffing Plan

Interim City Administrator Handt presented the long-range staffing plan in relation to the budget calendar. She provided numbers from the Met Council regarding growth to help with projection. She reviewed the requests from the different departments with staffing needs for upcoming years and provided explanations for these different potential positions. She requested feedback on the positions for 2025.

Mayor Bain requested an overview of the Ehlers financial model.

Interim City Administrator Handt stated that Ehlers provided a presentation with this financial plan in March 2021. This is an update to the plan and differs from the ten-year plan since the revenue plan includes growth projections. The levy continues to increase as a growing community since there are more needs, but there is an increased tax base as well. The long-range plan should consider the impact to the payments of a median home.

Mayor Bain stated that when looking at projected expenses over a ten-year timeline, it is helpful to have expense identification slotted by year but also when considering the impact to the bottom-line levy; a mature revenue forecast is helpful also. This helps make the decisions easier to think about.

Interim City Administrator Handt stated the long-range financial plan would be seen every year. If the economy fluctuates, the financial plan could be adjusted as necessary. If growth is not happening or is happening faster than expected, the positions could be adjusted as appropriate.

Councilmember Erickson commented that the layout and detail was helpful. He stated he was surprised about the code enforcement officer position and how long the position was slated to be pushed off. He asked how the program for code enforcement was going.

Interim City Administrator Handt voiced optimism, but noted the next City Administrator might have a different viewpoint. The code enforcement response is a multi-position effort, which the planning manager has assisted with. She proposed that the planning manager should also be the airport manager.



City Council

Workshop

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Mayor Bain requested discussion about the timing for the patrol officer positions. There are currently two patrol officer vacancies that are actively being recruited for. She confirmed that there would be two more patrol officer positions recruited in 2026.

Chief of Police Peterson confirmed this information but stated that the patrol officer position needs can change depending on the calls for service. There are many calls for a person in crisis that have increased. The Police Department is considering the types of calls that are being responded to and the time that it takes to respond to these calls.

Mayor Bain clarified that there are two officer minimums.

Chief of Police Peterson confirmed this information.

Mayor Bain confirmed that with the increase of positions, there would be a minimum of three officers patrolling regardless of vacation requests.

Chief of Police Peterson stated they are analyzing the calls of service at different times of days and different days.

Mayor Bain asked whether there could be an opportunity to backfill the patrolling officer needs with the part-time community service officer positions.

Chief of Police Peterson answered that other departments he has researched rarely have a full-time community service officer. If there is a full-time community service officer, they are often the supervisor of the program.

Interim City Administrator Handt clarified that the community service officers are often part-time since they are often still in school, which helps with future recruitment.

Mayor Bain stated if there is a desire for six officers over ten years, it would be important to start recruiting early since it is difficult to fill those positions.

Councilmember Roberts stated that he is comfortable with the recommended 2025 positions. The planning manager and airport manager seem reasonable, especially with the code enforcement needs. He commented that the airport manager payment should come from the airport fund.

Interim City Administrator Handt pointed out that the airport manager payment is slated to come from this fund.

Councilmember Valento voiced appreciation for the advanced planning to help with the consideration of projects' timing and needs.



City Council

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9. Future Work Session Item

Interim City Administrator Handt provided information regarding a communications tool to help with prioritizing for future City Council Workshop items.

Mayor Bain stated that Interim City Administrator Handt and herself meet weekly to determine agenda items. When individuals ask questions, this tool is a way to track back to consider the process and what is already in the pipeline. This communication tool will be distributed monthly.

Councilmember Erickson voiced his appreciation for the list.

10. Adjourn

Motion: Councilmember Valento made a Motion to Adjourn the Council Workshop Meeting at 8:35 p.m.

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



Local Board of Appeal and Equalization

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

Meeting

~ Minutes ~

Monday, April 15, 2024

5:30 PM

City Center – Community Room

1. Call to Order

2. Roll Call

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

3. Local Board of Appeal and Equalization

Comments: Mayor Bain provided a brief overview of the process for the Local Board of Appeal and Equalization. Residents were afforded the opportunity to speak with a County official and a Councilmember. County officials reviewed properties that staff will be conducting on-site inspections.

Following any discussion by residents/property owners and County officials and board members, the Local Board of Appeal and Equalization moved the following actions:

Property 24-032-21-22-0002, James and Beatrice Meyer: County staff will be conducting an on-site inspection with the property owner so no change was recommended at this time.

Motion: Board Member Bain made a Motion for no change.
Motion seconded by Board Member Husnik. Motion carried 5-0.

Property 18-032-21-11-0023, Russell and Julianne Peterson: County staff will be conducting an on-site inspection with the property owner so no change was recommended at this time.

Motion: Board Member Bain made a Motion for no change.
Motion seconded by Board Member Erickson. Motion carried 5-0.

Property 23-032-21-11-0012, Gene Ellis: County staff noted that this property value was reduced by County officials two (2) weeks prior to tonight's meeting and the resident appeared tonight due to uncertainty about the process. No further changes were recommended.

Motion: Board Member Bain made a Motion for no further change.
Motion seconded by Board Member Valento. Motion carried 5-0.

Property 07-032-21-41-0002, Westview Apartments Partnership, represented by Lucas Goring. County staff advised that the representative for the property reached out to the County last week to



Local Board of Appeal and Equalization

Meeting

~ Minutes ~

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initiate review; staff recommended no change at this time to allow this appeal to move forward to the County Board of Appeals.

Motion: Board Member Bain made a Motion for no change.
Motion seconded by Board Member Valento. Motion carried 5-0.

Property 07-032-21-41-0004, Westview Apartments Partnership, represented by Lucas Goring. County staff advised that the representative for the property reached out to the County last week to initiate review; staff recommended no change at this time to allow this appeal to move forward to the County Board of Appeals.

Motion: Board Member Husnik made a Motion for no change.
Motion seconded by Board Member Roberts. Motion carried 5-0.

Property 07-032-21-24-0020, TRFL II LLC, represented by Mark Lambert. County staff is awaiting data from the property owner and recommended no change at this time to allow the appeal to move forward to the County Board of Appeals.

Motion: Board Member Bain made a Motion for no change.
Motion seconded by Board Member Husnik. Motion carried 5-0.

Property 08-032-21-21-0130: The Golden Rule Prop LLC, represented by Jon Whitcomb. County staff is awaiting data from the property owner and recommended no change at this time to allow the appeal to move forward to the County Board of Appeals.

Motion: Board Member Bain made a Motion for no change.
Motion seconded by Board Member Erickson. Motion carried 5-0.

Property 07-032-21-13-0024, Roberts and Saunders LLC, represented by Delta Property Tax Advisors. County staff advised that the representative has initiated appeals for all Holiday Station Stores and Circle K Stores across the county, possibly the country. County staff has requested additional information from the representative but representative has refused to provide the requested information and has asked for a 50% reduction in property taxes. The County recommended no change.

Motion: Board Member Bain made a Motion for no change.
Motion seconded by Board Member Husnik. Member Roberts **abstained.** Motion carried 4-0.

Property 17-032-21-14-0007, Holiday Station Stores, Inc., represented by Delta Property Tax Advisors. County staff advised that the representative has initiated appeals for all Holiday Station Stores and Circle K Stores across the county, possibly the country. County staff has requested additional information from the representative but representative has refused to provide the requested



Local Board of Appeal and Equalization

Meeting

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information and has asked for a 50% reduction in property taxes. The County recommended no change.

Motion: Board Member Bain made a Motion for no change.
Motion seconded by Board Member Valento. Motion carried 5-0.

Property 07-032-21-14-0008, Saunders, Steven R & Patricia M & Richard G Pepin, represented by Delta Property Tax Advisors. County staff advised that the representative has initiated appeals for all Holiday Station Stores and Circle K Stores across the county, possibly the country. County staff has requested additional information from the representative but representative has refused to provide the requested information and has asked for a 50% reduction in property taxes. The County recommended no change.

Motion: Board Member Bain made a Motion for no change.
Motion seconded by Board Member Husnik. Motion carried 5-0.

4. Adjourn

Motion: Board Member Husnik made a Motion to Adjourn at 6:30 PM. Motion seconded by Board Member 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, April 22, 2024

7:00 PM

City Center - Council Chamber

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

1. Call to Order

2. Roll Call

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

3. Pledge of Allegiance

4. Approve the Agenda (Action)

Motion: Councilmember Husnik made a Motion to Approve the Agenda as presented.
Motion seconded by Councilmember Valento. Motion carried 5-0.

5. Presentations: Oath of Office

Chief of Police Peterson presented background information on the oath of office for each individual officer. He explained the need for succession planning in the Forest Lake Police Department. He provided background information on each individual officer.

Mayor Bain swore each officer in with the oath of office.

- Captain Luke Hanegraaf
- Sergeant Jon Glader
- Sergeant Nick Kent
- Officer Zach Boesel

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

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

Comments: None.

7. Consent Agenda Considerations (Action Items)

Councilmember Husnik requested to remove item 7.c. from the Consent Agenda.

- Approve City Bills
- Contractor's Request for Payment



City Council

Regular Meeting

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7:00 PM

City Center - Council Chamber

- i. Water Treatment Plant No. 4 – Contractor’s Request for Payment No. 23
- c. ~~Approve Meeting Minutes:~~
 - i. ~~April 8, 2024 Council Meeting~~
- d. Resolution on Veteran’s Memorial Resolution No. 04-22-24-02 – Abbi Wittman
- e. Adopt Resolution for Hidden Creek Engineering Standards Waiver – Resolution No. 04-22-24-03 – Abbi Wittman
- f. Approve Downtown Stormwater BMP Project – Tim Olson
- g. Approve Request for Congressionally Directed Spending for CSAH 32 – Resolution No. 04-22-24-06 – Kristina Handt
- h. Approve Award of Contract for 2024 Double Chip Seal Project – Resolution 04-22-24-04
- i. Approve Exempt Gambling Permit Application – Jolleen Chaika
- j. Approve Updated Engineering Standards – Ryan Goodman

Motion: Councilmember Erickson made a Motion to Approve the Consent Agenda Items 7.a. through 7.b. and 7.d. through 7.j.

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

Motion: Mayor Bain made a Motion to Approve Item 7.c., Approve Meeting Minutes: April 8, 2024 Council Meeting.

Motion seconded by Councilmember Valento. Motion carried 4-0-1 (Husnik abstained).

8. Regular Agenda (Action Items)

- a) **Public Hearing – Ordinance 736 – An Ordinance Repealing and Replacing Title XV Land Usage, Chapter 153 Zoning Code, Resolution No. 04-22-24-07 Summary Publication: Abbi Wittman**
Community Development Director Wittman presented background information about the Zoning Code, and explained the study completed with consulting planners at MSA Professional Services. She stated that the Planning Commission recommended approval of the proposed Zoning Ordinance Amendment.

Claire Stickler, a Planner with MSA Professional Services, reviewed the restructuring of the Forest Lake Zoning Code. She highlighted the big changes, including the current outline with the proposed new outline.

Councilmember Erickson asked if there were any unintended consequences with the no text changes.

Community Development Director Wittman answered that she did not foresee any unintended consequences. The redesign has been vetted with legal representation. There are no law changes happening other than the format number.

Mayor Bain asked if this was the first time having a visual graph. She thanked the individual who put the graph together.



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Ms. Stickler provided an example including the original monopoly directions. She explained that the codes should work within the existing built-in environment.

Community Development Director Wittman stated that the next step is to eliminate redundancies and streamline the code.

Mayor Bain asked if this ordinance passed unanimously with the Planning Commission.

Community Development Director Wittman confirmed this information.

Public Hearing opened at 7:28 p.m.

No public comments.

Public Hearing closed at 7:30 p.m.

Motion: Councilmember Husnik made a Motion to Adopt Ordinance 736 – An Ordinance Repealing and Replacing Title XV Land Usage, Chapter 153 Zoning Code.

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

Motion: Mayor Bain made a Motion to Adopt Resolution No. 04-22-24-07 Summary Publication.

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

b) Eureka Ave Improvement Project Proposed Layout – Ryan Goodman

City Engineer Goodman reviewed a PowerPoint explaining the existing conditions of Eureka Avenue. He explained the project objects and presented the proposed design, design timeline, and other design considerations. He commented that residents requested a guard rail to separate vehicles and pedestrians during the open house. He stated the pros and cons of installing a guard rail. He presented the next steps for the project.

Councilmember Husnik stated it was a big project that needs to be completed.

Mayor Bain asked if there were guardrails on any streets now.

City Engineer Goodman stated there were a few wood splits off a trail, but it is often not effective. There are no other guardrails.

Mayor Bain stated the plowing and maintenance are important to consider. She also stated it is important to consider that children will play on the guardrail. She asked him to show where he incorporated guardrail in the project.

City Engineer Goodman highlighted the small section of guardrail included. He stated that there is still time to consider the conversation.



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7:00 PM

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Mayor Bain asked about the distance between the curb and the pedestrian trail without a guard rail.

City Engineer Goodman answered that there was 8.62 feet from the base of the curb to the back of the trail. There is 6.62 feet of walking area. By adding the guardrail, the walking area would be 5.37 feet.

Mayor Bain questioned the number of parking spots designed along the streets and how many cars create their own parking spaces.

City Engineer Goodman stated that the parking spaces fluctuate on the seasons.

Mayor Bain commented that there may be a decent amount of advocating for guardrails. She stated a nervousness to the increase of costs and accidents.

City Engineer Goodman answered that there are additional design standards to consider, such as speed limits. He stated that kids will try to play on the guardrail, and the trail is in a tight corridor.

Councilmember Erickson asked if there would be anything stopping individuals from parking on the west side of the road.

City Engineer Goodman responded that there would be no room. There is a two-foot shoulder and then a drop down to the ditch.

Councilmember Roberts voiced appreciation for the consideration of the pros and cons to the guardrail. He stated that if a guardrail was installed, there would be additional areas in the City that guardrails would be requested.

Mayor Bain voiced surprise about the feedback on volume of large trucks. She asked if we need to consider limiting trucks since it is not intended to be a truck thoroughfare.

City Engineer Goodman answered that he did not have the facts of large truck traffic. They would need to spend time identifying how many trucks are using the route throughout the week. He stated there have been some changes with truck traffic with the Ford site development.

Mayor Bain clarified that the requested action is to approve the project layout.

City Engineer Goodman requested a formal support to move forward with conversations with the Minnesota Department of Natural Resources.



City Council

Regular Meeting

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

Monday, April 22, 2024

7:00 PM

City Center - Council Chamber

Motion: Councilmember Husnik made a Motion to Approve the Eureka Avenue Improvement Project Proposed Layout Plan as presented by City Engineer Goodman.
Motion seconded by Councilmember Valento. Motion carried 5-0.

c) Resolution 04-22-24-01 Authorize Execution of MNDOT Grant Agreements for Airport Improvement – Hydraulic Angle Broom – Dave Adams

Public Works Director Adams presented an overview of the need for additional equipment at the airport. The City of Forest Lake was awarded a grant to aid in the purchase of a hydraulic angle broom attachment.

Councilmember Erickson asked where the hydraulic angle broom attachment would be stored.

Public Works Director Adams stated it would be stored at the airport in the winter months and could be stored inside one of the public works facilities in the summer months.

Mayor Bain asked if the cost was a part of the capital equipment plan.

Public Works Director Adams answered that there was money budgeted for snow equipment. The grant will help the City save additional money.

Councilmember Erickson asked if it should be taken out of the airport fund rather than the capital equipment fund.

Public Works Director Adams responded there were issues with a previous grant for a tractor, which helped to determine to use the capital equipment fund.

Councilmember Erickson asked if it would be used off the airport grounds.

Public Works Director Adams answered that it would be solely used at the airport.

Councilmember Erickson asked what happened with the tractor.

Public Works Director Adams responded that it was not always used on airport projects, so the City had to buy out the grant.

Mayor Bain questioned if the airport had its own capital equipment fund.

Public Works Director Adams stated that the airport does not own any equipment, so if airport funds were to purchase this equipment, it would be the only equipment it owned.

Interim City Administrator Handt stated that the grant language required the equipment to be used for public aeronautical purposes and asked if the grant language was different for the tractor.



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Public Works Director Adams responded that the grant funds used for the tractor and the hydraulic angle broom attachment are the same.

Interim City Administrator Handt questioned why the City would not use airport funds if the equipment can only be used at the airport.

Public Works Director Adams answered that there was a budget for this equipment in the general fund. The grant allows the City to save some funds. He stated they could bring the question to the Airport Commission to see if they would like to purchase the hydraulic angle broom attachment.

Mayor Bain asked for the life span of the hydraulic angle broom attachment.

Public Works Director Adams stated that the life span was fifteen years.

Mayor Bain commented that she was comfortable with the funds being taken from the general fund since it would be approximately \$3000 for fifteen years of use.

Councilmember Erickson stated there were joint workshops with other commissions and encouraged an understanding with the Airport Commission.

Councilmember Roberts asked for clarification when equipment use is billed back to the airport fund.

Public Works Director Adams answered they track equipment use and staff time at the airport. The cost gets tracked and charged back and the Mn/DOT provides a reimbursement for a portion of what is spent.

Councilmember Roberts agreed with Councilmember Erickson about holding a larger conversation to maintain consistency.

Motion: Mayor Bain made a Motion to Adopt Resolution No. 04-22-24-01 Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition.

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

d) Rescind Resolution No. 03-25-24-01 and Airport Lease Rate Adjustments – Resolution No. 04-22-24-05 – Kristina Handt

Interim City Administrator Handt stated that Councilmember Husnik proposed to rescind Resolution No. 03-25-24-01.



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Motion: Councilmember Husnik made a Motion to Rescind Resolution No. 03-25-24-01 regarding the 2025-2026 Airport Lease Rate Adjustment.

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

Interim City Administrator Handt provided background information on the airport lease rate adjustments.

Motion: Mayor Bain made a Motion to Adopt Resolution No. 04-22-24-05 regarding the 2025-2026 Airport Lease Rate Adjustment.

Motion seconded by Councilmember Valento. Motion carried 4-0-1 (Husnik Abstained).

Councilmember Roberts encouraged a workshop with the Airport Commission.

9. Discussion

a) Discuss North Shore Trail (Greenway to Hwy 97) – Ryan Goodman

City Engineer Goodman presented information regarding the North Shore Trail Project from Greenway to Highway 97. He outlined the project scope, existing conditions, and the construction process steps for the project. He provided information about the project costs and project timeline.

Councilmember Erickson encouraged getting public input to communicate the offset of stripping, a walkable shoulder, and why there will be no trail.

City Engineer Goodman stated that this is a maintenance project.

Mayor Bain encouraged public outreach for this project to build awareness and align expectations, so residents understand the project is a maintenance project. She stated that this project is sizeable and if it can be completed as a maintenance-based project in 2025, that is a suitable answer.

City Engineer Goodman stated that a trail would bring additional impervious area. He stated that there would need to be property purchased to construct stormwater BMPs. He commented there are additional trails throughout the City that are poorly maintained. There is importance of fixing the pavement on North Shore Trail currently.

Mayor Bain asked if the City needs to acquire any more right-of-way.

City Engineer Goodman answered that it is prescriptive right-of-way. The City has acquired easements over time.

Councilmember Roberts stated that timing is crucial. He asked whether the North Shore Trail project could be completed in phases to improve pedestrian trail options.



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City Engineer Goodman responded that if this is the route the City Council would like to take, it would entail property acquisition, obtaining easements, full stormwater permitting, relocating ditches, and relocating private utilities. He commented that this project could not be completed in 2025.

Mayor Bain asked when the next time this project could be considered.

City Engineer Goodman answered that 2028 or beyond when Highway 8 is completed. He stated that there would be significant impacts from the Highway 8 project, and it would not benefit Emergency Management Services.

Mayor Bain commented that the project is large and has a significant price tag. She stated that this maintenance project in the near-term can be completed prior to Highway 8. She voiced hesitation to hold the project without knowing if it would fit. If the project was delayed, it would make winters very difficult. Mayor Bain commented that the project was acquired without a long-term maintenance plan. She stated it would be helpful to have graphics to paint the picture of the project.

City Engineer Goodman stated that this project is like Imperial Avenue. Residents wanted specific specifications in the project but did not want to pay for the changes.

Interim City Administrator Handt suggested communication to residents about the project timeline since the project cost is significant.

City Engineer Goodman stated that a public open house is important to explain the details of the project.

Mayor Bain stated that approaching the communication to explain the logistics would be beneficial.

Interim City Administrator Handt commented that it has been a long time since the City completed a bond for a project. She explained the process for a bond, explaining there could be a referendum within 30 days of the bond passing. By communicating, this could help the bond pass successfully.

Councilmember Roberts requested the costs of infrastructure to explain the project.

Mayor Bain encouraged the City Engineer to include information about the right-of-way acquisition if a trail was included to help explain the importance of a maintenance project.

Councilmember Valento voiced support for the project.



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Councilmember Roberts asked whether it made sense to do a portion of the project to 235th and to the other end of the lake. He stated that this would make the project more pedestrian-friendly.

City Engineer Goodman answered that the pavement at 235th had recently been redone. He displayed an image to show where the worst pavements were located. He stated that this is a long roadway and there are constraints with the project.

Mayor Bain commented that adding a trail in a piece-meal approach, and it would be difficult without having a broader plan.

Councilmember Roberts asked if the plan was to request funding for 61 to Greenway.

City Engineer Goodman responded that it was an LRIP candidate, but the decision was to request LRIP aid for County State Highway 32. He stated that 61 to Greenway needs to be redone and the sewer needs to be replaced. He commented that this section would require public engagement.

Councilmember Roberts asked when this area would be constructed. He suggested from 235th to 61 be a part of a later project, and move forward with 235th to 97. He asked how long the stretch would be.

Public Works Director Adams stated that the stretch was about a mile.

City Engineer Goodman added that from North Shore to Greenway project would cost just under \$10 Million.

Mayor Bain asked if there was a timeline for this project if the City were to consider a different approach.

City Engineer Goodman responded that it was in the CIP, but with the delay of Highway 8, the timeline in the CIP would want to be adjusted. The financing would also need to be considered. He provided an overview of the additional steps needed if this project was changed.

Councilmember Husnik stated the Watershed District would also influence the project.

City Engineer Goodman commented that they would need to create a plan that would align with the Watershed District standards. The policy would also require going down the 429 process, which would add additional steps to the project.

Mayor Bain asked what the tipping point to consider assessments would be.



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City Engineer Goodman responded that it would be beneficial to discuss this assessment policy with the City Attorney.

Mayor Bain questioned when the last assessment project was completed.

City Engineer Goodman answered that it was completed in 2015.

Councilmember Roberts requested to explore the 235th to Greenway stretch. He commented that the road would be bumpy, but the City could explain they are considering trailway amenities.

Mayor Bain asked how much specificity would need tonight.

City Engineer Goodman responded that he needs to get the geotechnical work started.

Interim City Administrator Handt stated that there needs to be direction tonight for City Engineer Goodman to bring additional details back to the City Council.

City Engineer Goodman stated that if there was full consideration of adding a trail, there would need to be soil borings and a topography survey completed.

Interim City Administrator Handt suggested that the City determine the focus of the project to help it move forward.

Councilmember Erickson stated that the stretch from Greenway to 235th would be a heavy lift, so he would be concerned it would not be completed in a timely manner. He asked if the maintenance was completed to Greenway, if the City could later redo from 61 and install a trail system, or if there would be sunk costs.

City Engineer Goodman answered that there would need to be private property acquisition.

Interim City Administrator Handt responded that the drainage would need to be changed.

Mayor Bain stated that the project has been challenging because of the drainage and property acquisition. She commented that she wanted to see the most progress possible.

Interim City Administrator Handt stated that a majority of the City Council voiced favor to make Greenway to Highway 97 a maintenance project.

b) Beltz Park Grant – Abbi Wittman

Parks and Recreation Supervisor Muscha provided background information on the Beltz Park project and explained the history of the grant provided by the Minnesota Department of Natural



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Resources. She provided a financial overview of the project. She asked whether the City Council would like to consider a reduced project scope or to terminate the grant contract.

Councilmember Roberts asked whether there was agreement with St. Peters for parking and garbage concerns.

Parks and Recreation Supervisor Muscha answered that she emailed and called but has not heard back yet. She will continue to work on this conversation with St. Peters.

Mayor Bain stated it would be helpful to pivot and consider the details of the timeline and to explore options regarding the project.

Councilmember Erickson commented that it would be helpful to see a parking agreement in place prior to extending the playground. He voiced that it could be helpful to consider the extension and to see what would be possible.

Councilmember Roberts asked whether the City could still move forward with the pickleball and tennis courts.

Interim City Administrator Handt stated that the City is receiving bids for the courts currently.

Parks and Recreation Supervisor Muscha mentioned that it was in the budget for \$650,000.

Interim City Administrator commented that she would be surprised if the courts cost \$650,000.

Parks and Recreation Supervisor Muscha commented that the pickleball courts at Fenway was cheaper than this pricing. After the estimates are received, they could consider the timing and breakdown of the project.

Councilmember Roberts stated it would be valuable to complete the pickleball courts this year.

10. Staff Updates

Parks and Recreation Supervisor Muscha commented that the Spring Fling was occurring on April 27.

Community Development Director Wittman thanked the City on passing the ordinance regarding the zoning code.

Interim City Administrator Handt commented that the Airport Commission meeting was canceled for May.

City Attorney Johnson stated that she would review the law updates regarding cannabis to consider various ordinances. She commented that the City Administrator application position closes on April



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23. There will be additional communication regarding the interview process moving forward. There will be a special meeting for this on Monday, May 13.

Public Works Director Adams commented that the compost site would be open over the weekend. He stated that a contractor will repaint parking markings at Lakeside Park on Wednesday night to Thursday morning.

Finance Director Knopik stated that the budget priorities will be discussed at the May 20 workshop. He requested information by May 10.

11. Mayor and City Council Updates

Councilmember Roberts attended the Forest Lakes Lake Association annual meeting. He requested City Council representation at future meetings since there is a partnership.

Councilmember Valento attended the Cable Commission meeting, which reviewed budgets and the future of the Cable Commission.

Mayor Bain thanked the Forest Lake residents who volunteered with park clean up over the weekend. She congratulated the new employees for the Forest Lake Police Department.

12. Adjourn

Motion: Councilmember Valento made a Motion to Adjourn the Regularly Scheduled Council Meeting at 9:30 p.m.

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



Date: May 13, 2024
To: Mayor Bain and City Council Members
From: Abbi Wittman, Community Development Director
Re: Shadow Creek Minor Subdivision Memorandum of Understanding

Introduction

After review for consistency with the Comprehensive Plan, Subdivision and Zoning Codes, in October, 2023 the City Council conditionally approved a request from Elmcrest Vistas LLC for the Shadow Creek minor subdivision to be located at WA County PID 2003221410001. The approval included the condition that "Prior to the release of deeds, the developer enter into a Development Agreement with the City of Forest Lake." To satisfy that requirement, enclosed is a copy of a Memorandum of Understanding (MOU) with the landowner which memorializes the City's approval while acknowledging future (private) development obligations.

Review

Staff have reviewed the Council's approval conditions, listed below, and noted the following:

1. Prior to the release of any deeds, the City shall memorialize the density transfer between WA County PIDs 2003221410001 and 2003221410003. Given the market conditions, the landowner has not determined this Comprehensive Plan Amendment will be needed. The landowner would like to wait until the time development occurs for the City to determine conformity to the Comprehensive Plan.
2. Prior to the release of deeds, the developer shall submit to the City easements with legal descriptions and visual depictions for the 80' right-of-way and utility and trail easement. The developer has fulfilled this obligation. Easements will be recorded separately and incorporated into the enclosed MOU as Exhibits.
3. Prior to the release of deeds, the developer enter into a Development Agreement with the City of Forest Lake. The Development Agreement shall outline the landowner's obligation to combine access to these parcels with that of WA County PID 2003221410003 at the time of development of that parcel. The MOU attached to this report stratifies this condition.
4. Parkland fee in lieu of dedication shall be made prior to building permit release. Future site plan review or subdivision applicants shall provide the City with necessary documents for the City to determine the fair market value for cash fee in lieu of land dedication. This shall be encompassed into the Development Agreement. The MOU attached to this report satisfies this condition.
5. The landowner shall be responsible for obtaining access from CR 50. Proof of access shall be submitted to the City prior to the release of deeds and/or building permits. The MOU attached to this report satisfies this condition.

6. All required permits from Rice Creek Watershed must be obtained prior to the initiation of ground disturbance. This condition will be met prior to ground disturbance.

Findings

The MOU enclosed meets the City's approval conditions for the minor subdivision of WA County PID 2003221410001.

Recommendation

If the Council elects to remove this item from the Consent Agenda, staff recommends the City Council **move to approve the Memorandum of Understanding with Elmcrest Vistas, LLC with minor modifications by the City Attorney.**

Attachments

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is effective as of May __, 2024 (the “Effective Date”), by and between Elmcrest Vistas, LLC, a Minnesota limited liability company (“Owner”) and the City of Forest Lake, a municipal corporation (“City), referred to herein as the “Parties” and individually as a “Party.”

RECITALS

A. Owner applied for a minor subdivision from the City for the property located at PID 20.032.21.41.0001 legally described on the attached **Exhibit A** (“Property”). The subdivision creates “Parcel A” and “Parcel B” as depicted and described on the attached **Exhibit B**.

B. The City granted the minor subdivision for the Property with the conditions listed in Resolution 10-09-23-01, dated October 9, 2023, recorded as Document No. 4420401 with the Washington County Recorder on October 19, 2023, attached as **Exhibit C** (“Resolution”).

C. The Owner was also required to execute and record the following easements on the Property:

1. Parcel A Trail Easement dated _____, recorded as Document No. _____ with the Washington County Recorder on _____;
2. Parcel A Drainage and Utility Easement dated _____, recorded as Document No. _____ with the Washington County Recorder on _____; and
3. Parcel B Drainage, Utility, Ingress, Egress, and Trail Easement dated _____, recorded as Document No. _____ with the Washington County Recorder on _____

attached as **Exhibit D** (“Easements”).

D. The Parties wish to enter into this Memorandum of Understanding to clarify the future expectations for the Property as it relates to the subdivision and future development.

AGREEMENT

NOW, THEREFORE, in consideration of the facts recited above and other consideration described below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Public Infrastructure. The Owner and any future owner or assignee to the Property shall be solely financially responsible for any and all public infrastructure necessary to develop either Parcel A or Parcel B. By granting the Easements on Parcel B, the City is in no way obligated

to create any public infrastructure on the Property for the development of either Parcel A or Parcel B.

2. Access. The Owner and any future owner or assignee shall be responsible for obtaining access approval off of County Road 50 from Washington County.

3. Parkland Dedication. No parkland dedication property or fee was collected at the recording of the Resolution per Owner request. Instead, the Parties agreed to defer the determination and collection of parkland dedication until such time as a site plan review or building permit is required, whichever comes first. This may result in either the Owner or a future owner paying for parkland dedication. The parkland dedication amount shall be determined pursuant to Forest Lake City Code Chapter 152.

4. Future Development. Any and all future development of the Property shall conform to all related City standards and regulations, including but not limited to meeting the required density of the Future Land Use Map from the Comprehensive Plan.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and that this agreement includes all oral agreements, representations, and negotiations between the parties.

CITY:
CITY OF FOREST LAKE

By: _____
 Mara Bain
 Mayor

By: _____
 Jolleen Chaika
 City Clerk

STATE OF MINNESOTA)
) ss.
 COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me on _____day of
 _____, 2024, by Mara Bain and Jolleen Chaika, the Mayor and the City Clerk of
 the City of Forest Lake, the Minnesota municipal corporation.

 Notary Public

OWNER:
ELMCREST VISTAS, LLC.

By: _____

Print name: _____

Its: _____

[illegible]

The foregoing instrument was acknowledged before me on _____ day of _____, 2024, by _____, the _____ of Elmcrest Vistas, LLC., a Minnesota limited liability company.

Notary Public

EXHIBIT A

Legal Description of Property

That part of the North Half of the Southeast Quarter of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said North Half of the Southeast Quarter; thence westerly, along the south line of said North Half of the Southeast Quarter, a distance of 885.81 feet; thence northerly, deflecting 85 degrees 09 minutes 09 seconds to the right along a line hereinafter referred to as "Line A", a distance of 507.47 feet to the point of beginning on the south line of the North 812 feet of said North Half of the Southeast Quarter; thence westerly, along said south line, a distance of 529.71 feet to the easterly right-of-way line of Trunk Highway No. 61; thence northerly, along said easterly line, a distance of 499.68 feet to the southwest corner of the McCullough and Sons Inc. property as recorded in Document No. 366555 in the Office of the County Recorder, Washington County, Minnesota; thence easterly along the south line of said McCullough and Sons Inc. property (which is also the south line of the North 315 feet of said North Half of the Southeast Quarter), a distance of 538.95 feet to its intersection with the northerly extension of said "Line A"; thence southerly, along said northerly extension, a distance of 498.81 feet to the point of beginning.

AND

That part of the North Half of the Southeast Quarter of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said North Half of the Southeast Quarter; thence westerly, along the south line of said North Half of the Southeast Quarter, a distance of 885.81 feet to the point of beginning; thence northerly, deflecting 85 degrees 09 minutes 09 seconds to the right, a distance of 507.47 feet to the south line of the North 812 feet of said North Half of the Southeast Quarter; thence westerly, along said south line, a distance of 529.71 feet to the easterly right-of-way line of Trunk Highway No. 61; thence southeasterly, along said easterly right-of-way line, a distance of 508.75 feet to the south line of said North Half of the Southeast Quarter; thence easterly, along said south line, a distance of 520.28 feet to the point of beginning.

LESS AND EXCEPT Parcel No. 1 of WASHINGTON COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 71, recorded June 12, 1990, in the Office of the Washington County Recorder as Document No. 633146.

(Abstract)

PID: 20.032.21.41.0001

EXHIBIT B**Resolution**

**CITY OF FOREST LAKE
WASHINGTON COUNTY, MINNESOTA
RESOLUTION NO. 10-09-23-01**

**RESOLUTION APPROVING THE SHADOW CREEK MINOR
SUBDIVISION FOR WA COUNTY PID 20.032.21.41.0001**

WHEREAS, the Elmcresc Vistas LLC ("Owner") owns Washington County PID 20.032.21.41.0001 ("Subject Property") as legally described as

That part of the North Half of the Southeast Quarter of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said North Half of the Southeast Quarter; thence westerly, along the south line of said North Half of the Southeast Quarter, a distance of 885.81 feet; thence northerly, deflecting 85 degrees 09 minutes 09 seconds to the right along a line hereinafter referred to as "Line A", a distance of 507.47 feet to the point of beginning on the south line of the North 812 feet of said North Half of the Southeast Quarter; thence westerly, along said south line, a distance of 529.71 feet to the easterly right-of-way line of Trunk Highway No. 61; thence northerly, along said easterly line, a distance of 499.68 feet to the southwest corner of the McCullough and Sons Inc. property as recorded in Document No. 366555 in the Office of the County Recorder, Washington County, Minnesota; thence easterly along the south line of said McCullough and Sons Inc. property (which is also the south line of the North 315 feet of said North Half of the Southeast Quarter), a distance of 538.95 feet to its intersection with the northerly extension of said "Line A"; thence southerly, along said northerly extension, a distance of 498.81 feet to the point of beginning.

AND

That part of the North Half of the Southeast Quarter of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said North Half of the Southeast Quarter; thence westerly, along the south line of said North Half of the Southeast Quarter, a distance of 885.81 feet to the point of beginning; thence northerly, deflecting 85 degrees 09 minutes 09 seconds to the right, a distance of 507.47 feet to the south line of the North 812 feet of said North Half of the Southeast Quarter; thence westerly, along said south line, a distance of 529.71 feet to the easterly right-of-way line of Trunk Highway No. 61; thence southeasterly, along said easterly right-of-way line, a distance of 508.75 feet to the south line of said North Half of the Southeast Quarter; thence easterly, along said south line, a distance of 520.28 feet to the point of beginning.

LESS AND EXCEPT Parcel No. 1 of WASHINGTON COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 71, recorded June 12, 1990, in the Office of the Washington County Recorder as Document No. 633146,

;and

WHEREAS, Elmcresc Vistas LLC has requested minor subdivision of the Subject Property as shown on Exhibit A; and

WHEREAS, at its July 26, 2023 meeting, the City of Forest Lake Planning Commission held a public hearing on the proposed minor subdivision of the Subject Property and on September 13 recommended approval of the minor subdivision to the Forest Lake City Council; and

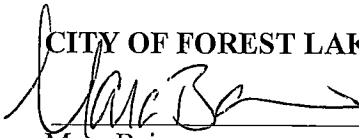
WHEREAS, on October 9, 2023 the Forest Lake City Council reviewed the minor subdivision request and determined, with certain conditions, the request conformed to the standards set forth by Forest Lake City Code.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST LAKE, MINNESOTA, approves the Shadow Creek Minor Subdivision with the following conditions:

1. Prior to the release of any deeds, the City shall memorialize the density transfer between WA County PIDs 2003221410001 and 2003221410003.
2. Prior to the release of deeds, the developer shall submit to the City easements with legal descriptions and visual depictions for the 80' right-of-way and utility and trail easement.
3. Prior to the release of deeds, the developer enter into a Development Agreement with the City of Forest Lake. The Development Agreement shall outline the landowner's obligation to combine access to these parcels with that of WA County PID 2003221410003 at the time of development of that parcel.
4. Parkland fee in lieu of dedication shall be made prior to building permit release. Future site plan review or subdivision applicants shall provide the City with necessary documents for the City to determine the fair market value for cash fee in lieu of land dedication. This shall be encompassed into the Development Agreement.
5. The landowner shall be responsible for obtaining access from CR 50. Proof of access shall be submitted to the City prior to the release of deeds and/or building permits.
6. All required permits from Rice Creek Watershed must be obtained prior to the initiation of ground disturbance.

Adopted in the regular session of the City Council the 9th day of October, 2023.

CITY OF FOREST LAKE


Mara Bain
Mayor

Attest:

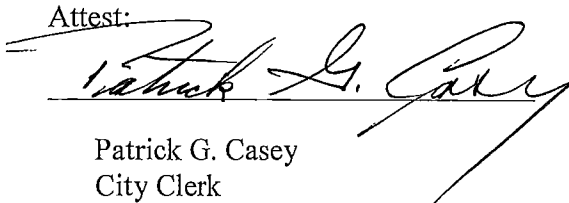

Patrick G. Casey
City Clerk

EXHIBIT C**Parcel A and Parcel B**

~for~ ELMCREST VISTAS LLC

PART OF SEC. 20, TWP. 32, RNG. 21



That part of the North Half of the Southeast Quarter of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said North Half of the Southeast Quarter; thence westerly, along the south line of said North Half of the Southeast Quarter, a distance of 885.81 feet; thence northerly, deflecting 85 degrees 09 minutes 56 seconds clockwise from the back-sight line, a distance of 175.00 feet; thence easterly, along the north line of beginning on the south line of the North 812 feet of said North Half of the Southeast Quarter; thence northerly, along said south line, a distance of 529.71 feet to the easterly right-of-way line of Trunk Highway No. 64; thence northerly, along said easterly line, a distance of 409.68 feet to the southwest corner of the McCullough and Sons Inc. tract; thence northerly, along said west line, a distance of 100.00 feet to the northeast corner of the McCullough and Sons Inc. tract; thence easterly along the south line of said McCullough and Sons Inc. property (which is also the south line of the North 315 feet of said North Half of the Southeast Quarter), a distance of 539.95 feet to its intersection with the south line of said "Line A"; thence southerly, along said northerly extension, a distance of 458.81 feet to the point of beginning.

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That part of the North Half of the Southeast Quarter of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said North Half of the Southeast Quarter; thence westerly, along the south line of said North Half of the Southeast Quarter, a distance of 885.81 feet to the point of beginning; thence northerly, deflecting 85 degrees 09 minutes 09 seconds to the right, a distance of 507.47 feet to the south line of the North 812 feet of said North Half of the Southeast Quarter; thence westerly, along said south line, a distance of 529.71 feet to the easterly right-of-way line of Trunk Highway No. 61; thence southeasterly, along said easterly right-of-way line, a distance of 508.75 feet to the south line of said North Half of the Southeast Quarter; thence easterly, along said south line, a distance of 520.28 feet to the point of beginning.

LESS AND EXCEPT Parcel No. 1 of WASHINGTON COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 71, recorded June 12, 1990, in the Office of the Washington County Recorder as Document No. 633146.

That part of the North Half of the Southeast Quarter of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said North Half of the Southeast Quarter; thence westerly, along the line of said North Half of the Southeast Quarter, a distance of 685.81 feet; thence northerly, deflecting 65 degrees 15' 30" to the second line of beginning; thence northerly, along said line of beginning, a distance of 100.00 feet; thence northerly, deflecting 75 degrees 42 minutes 04 seconds to the left, a distance of 545.16 feet to the easterly right-of-way line of Trunk Highway No. 61; thence northerly, along said easterly right-of-way line, a distance of 470.77 feet to the southeast corner of the McCullough and Sons Inc. property as shown on the Documented Survey of the McCullough and Sons Inc. property, located in the Township of Carleton Place, County of York, Province of Ontario; thence northerly, along the south line of said McCullough and Sons Inc. property (which is also the south line of the North 315 feet of said North Half of the Southeast Quarter), a distance of 539.03 feet to its intersection with the northerly extension of said "Line A"; thence southerly, along said northerly extension, a distance of 559.51 feet to said point of beginning.

That part of the North Half of the Southeast Quarter of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said North Half of the Southeast Quarter; thence westerly, along the south line of said North Half of the Southeast Quarter, a distance of 885.81 feet to the point of beginning; thence northerly, deflecting 85 degrees 09 minutes 09 seconds to the left, a distance of 446.49 feet; thence northwesterly, deflecting 75 degrees 42 minutes 04 seconds to the left, a distance of 545.16 feet to the easterly right-of-way line of Trunk Highway No. 61; thence southeasterly, along said easterly right-of-way line, a distance of 537.28 feet to the south line of said North Half of the Southeast Quarter; thence easterly, along said south line, a distance of 520.06 feet to said point of beginning.

LESS AND EXCEPT Parcel No. 1 of WASHINGTON COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 71, recorded June 12, 1990, in the Office of the Washington County Recorder as Document No. 633146.

A perpetual easement for trail purposes, over and across the east 10.00 feet of that part of the North Half of the Southeast Quarter of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, described as follows:

Commencing at the southeast corner of said North Half of the Southeast Quarter; thence westerly, along the south line of said North Half of the Southeast Quarter, a distance of 885.81 feet; thence northerly, deflecting 85 degrees 09 seconds to the east, along the north line of said North Half of the Southeast Quarter, a distance of 67.15 feet to a point of beginning; thence northwesterly, deflecting 75 degrees 42 minutes 04 seconds to the left, a distance of 545.16 feet to the easterly right-of-way line of Trunk Highway No. 61; thence northerly, along said easterly right-of-way line, a distance of 470.77 feet to the southwest corner of the McCullough and Sons Inc., property as shown on the documented plat of said McCullough and Sons Inc. Office Building; thence southeasterly, along the south line of said McCullough and Sons Inc. property (which is also the south line of the North 31st feet of said North Half of the Southeast Quarter), a distance of 530.93 feet to its intersection with the extension of said "Line A"; thence southerly, along said northerly extension, a distance of 559.51 feet to a point of beginning.


DENOTES RESTRICTED ACCESS
 DENOTES EXISTING STORM SEWER
 DENOTES EXISTING SANITARY SEWER
 DENOTES EXISTING WATER MAIN
 DENOTES OVERHEAD UTILITY
 DENOTES UNDERGROUND GAS LINE
 DENOTES UNDERGROUND CABLE LINE

DENOTES BITUMINOUS SURFACE
DENOTES CONCRETE SURFACE
DENOTES GRAVEL SURFACE

DENOTES WETLAND DELINEATION
PERFORMED BY JACOBSON ENVIRONMENTAL,
PLLC, JULY OF 2021 AND FIELD LOCATED BY
E.G. RUD AND SONS, INC.

DENOTES WETLAND DELINEATION AND LOCATION
BY EARTH SCIENCE ASSOCIATES IN 2016.

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.


JAMES E. NAPIER

Date: 06-26-2023 License No. 25343

AREA
TOTAL AREA = 11.75± ACRES

Date: _____

 **E. G. RUD & SONS, INC.**
EST. 1977

Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 361-8200 Fax (651) 361-8701

www.egrud.com

210566PP

EXHIBIT D**Easements**

Date: May 13, 2024

To: Forest Lake Mayor and City Council

From: Ken Roberts, City Planner

Amanda Johnson, City Attorney

Re: **PGA Investments – Site Improvement Agreement**

Applicant/Owner: Peter Olson

Location: 20956 Forest Road North (Highway 97 and Forest Road)

Introduction/Background

The applicant, Peter Olson, is proposing to construct a new office warehouse facility on the property located on the southwest corner of Highway 97 and Forest Road with the address 20956 Forest Road North.

On November 8, 2023, the Planning Commission approved the site, building and sign plans for this proposal, subject to 18 conditions of approval including City staff approving the final project plans.

The applicant is now asking the City to approve the site improvement agreement for the project.

Discussion

Site Improvement Agreement

The Planning Commission approved the design plans for this project on November 8, 2023. As noted above, this approval is subject to City staff approving the final project plans and the developer entering into a development or site improvement agreement with the City. The Developer's Engineer recently completed making all the required changes to the project plans.

City staff prepared the attached site improvement agreement for this project. This agreement outlines the roles and responsibilities of the City and those of the Developer for this project. A primary purpose of the agreement is to ensure the City would have the legal right and the financial means to stabilize and restore the project site if the Developer did not complete all the required and approved site and utility work.

Recommendation

Staff recommends the City Council approve, as part of the Consent Agenda, the proposed Site Improvement Agreement for the **PGA Investments** office warehouse development including the site, utility and drainage improvements to be located on the property located at the southwest corner of Highway 97 and Forest Road (20956 Forest Road North) , subject to minor revisions as may be required by the City Attorney.

Attachment: Proposed Site Improvement Agreement

CITY OF FOREST LAKE
IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT (“Agreement”), made and entered into on the _____ day of _____, 2024, by and between the City of Forest Lake, a Minnesota municipal corporation, (“City”), and PGA Investments, LLC, a Minnesota limited liability company, (“Developer”).

RECITALS:

WHEREAS, the Developer has obtained Site Plan approval from the City for the Subject Property.

WHEREAS, as a condition of granting Site Plan approval, the City requires Developer to enter into this Agreement regarding the site improvements as described in the Development Plans as approved by the City.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429 and 462, the City has agreed to approve the Development Plans on the following conditions:

1. That the Developer enter into this Improvement Agreement, which defines the work which the Developer undertakes to complete; and

2. That the Developer provides one or more irrevocable letters of credit, or a cash deposit, in the amount and with conditions provided below, securing the Developer’s obligation to cause the actual construction and installation of certain improvements.

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been reviewed by the City.

WHEREAS, the Developer has filed or will file a complete set of the Development Plans with the City.

NOW, THEREFORE, subject to the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and Owner agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 **TERMS.** The following terms, unless elsewhere defined specifically in the Agreement, shall have the following meanings as set forth below.
- 1.2 **CITY.** “City” means the City of Forest Lake, a Minnesota municipal corporation.
- 1.3 **OWNER.** “Owner” means PGA Investments, LLC., a Minnesota limited liability company and their successors and assigns.
- 1.4 **DEVELOPER.** “Developer” means PGA Investments, LLC., a Minnesota limited liability company and their successors and assigns.
- 1.5 **SUBJECT PROPERTY.** “Subject Property” or “Property” means the real property located in the City of Forest Lake, Washington County, identified and legally described on the attached **Exhibit A**.
- 1.6 **DEVELOPMENT PLANS.** “Development Plans” means all those plans, drawings, specifications and surveys identified on the attached **Exhibit B**.
- 1.7 **AGREEMENT.** “Agreement” means this instant contract by and between the City and Developer.
- 1.8 **COUNCIL.** “Council” means the Council of the City of Forest Lake.
- 1.9 **CITY ENGINEER.** “City Engineer” means the City Engineer of the City of Forest Lake and their delegates.
- 1.10 **COUNTY.** “County” means Washington County, Minnesota.
- 1.11 **OTHER REGULATORY AGENCIES.** “Other Regulatory Agencies” means and includes the following:
 - a. State of Minnesota
 - b. Minnesota Department of Health
 - c. Minnesota Department of Labor and Industry
 - d. Minnesota Department of Natural Resources

- e. Minnesota Department of Transportation
- f. Minnesota Pollution Control Agency
- g. Metropolitan Council
- h. Washington County
- i. Washington County Highway Department
- j. Comfort Lake - Forest Lake Watershed District
- k. Rice Creek Watershed District
- l. any other regulatory or governmental agency or entity affected by or having jurisdiction over the Improvements.

1.12 UTILITY COMPANIES. “Utility Companies” means and includes the following:

- a. utility companies, including electric, gas and communications.
- b. pipeline companies.

1.13 PRIOR EASEMENT HOLDERS. “Prior Easement Holders” means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred pursuant to this Agreement.

1.14 IMPROVEMENTS. “Improvements” means and includes, individually and collectively, all the improvements identified on the attached **Exhibit B** as amended by the conditions as listed in Article 2.1.

1.15 DEVELOPER DEFAULT. “Developer Default” means and includes any of the following or any combination thereof:

- a. failure by the Developer to timely pay the City any money required to be paid under this Agreement;
- b. failure by the Developer to timely construct the Improvements according to the Development Plans and the City standards and specifications;
- c. failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

d. breach of the Developer Warranties.

1.16 FORCE MAJEURE. “Force Majeure” means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.17. FORMAL NOTICE. “FORMAL NOTICE” means notices given by one party to the other if in writing and if and when delivered both electronically AND by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to CITY:

City of Forest Lake
Attention: Community Development
Director
1408 Lake Street South
Forest Lake, MN 55016

For Electronic Notice:

ajohnson@levander.com
abbi.wittman@ci.forest-lake.mn.us

If to DEVELOPER:

Peter Olson
1345 Hunters Ridge
Lino Lakes, MN 55038

For Electronic Notice:

pgainvestmentsllc@gmail.com

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service electronically to the party to whom notice is to be given, or on the third day after mailing if mailed as provided above.

ARTICLE 2 **APPROVAL OF DEVELOPMENT PLANS**

2.1. APPROVAL OF DEVELOPMENT PLANS. Subject to the terms and conditions of this Agreement, the recitals above, and all other applicable City Code provisions, the City hereby approves the Development Plans. The Development Plans also include compliance by the Developer with the conditions set forth in the following:

- a. Planning Commission Resolution 11-08-23-01

- b. City Engineer's recommendations memo dated April 23, 2024; and
- c. Fire Chief, Rice Creek Watershed, and MnDOT recommendations as described in the November 8, 2023, Zoning Administrator Staff Memo.

(collectively, the "City Staff Recommendations").

The City Staff Recommendations are on file with the City. The Development Plans shall also include modifications by the Developer with written approval from the City Zoning Administrator and the City Engineer.

2.2 APPROVALS BY OTHER REGULATORY AGENCIES. The Developer shall obtain all necessary approvals, permits, easements and licenses from the City, the Other Regulatory Agencies, the Utility Companies, other property owners and the Prior Easement Holders as needed. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All due diligence, analysis and costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Developer to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Developer. The Developer shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies, other property owners and the Prior Easement Holders resulting from such failures of the Developer.

2.3 RECORDING. This Agreement shall be recorded with the County Recorder/Registrar within thirty days of execution.

ARTICLE 3 **IMPROVEMENTS**

3.1 IMPROVEMENTS. The Developer shall install, at its own cost, the Improvements in accord with the Development Plans and in accordance with the approvals of the City Council, and all City ordinances. The Developer Improvements shall be completed by December 31, 2025, except as completion dates are extended with written approval from the City Administrator or their designee.

Grading, excavation, building construction, utility construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM; Saturdays 9:00 AM and 5:00 PM; and only related to an emergency or with Council approval on Sundays and holidays.

3.2 GROUND MATERIAL. The Developer shall insure that adequate and suitable ground material shall exist in the areas of Improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Developer.

3.3 GRADING/DRAINAGE PLAN. The Developer shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the

Development Plans. Developer agrees to convey to the City all necessary outlots and easements for the preservation and maintenance of the public drainage system if required. Developer shall provide any required deeds and/or easement agreements for conveyance, in a form acceptable to the City attorney, to City before City shall issue any building or grading permits. The Developer shall enter into any easement agreements and stormwater management agreements with the Rice Creek Watershed District that are deemed necessary to fulfill the obligations of this Section.

In the event that the Developer fails to complete the grading and installation of the drainage facilities of the site in substantial conformance with the Development Plans, the City may, after notice and cure rights as outlined in Article 8 herein, declare the Developer in default pursuant to Article 8.

3.4 AREA RESTORATION. The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the City Engineer, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Developer shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within, adjacent or near the Property resulting from the grading or building on the Property or associated trucking operations and shall restore to the City's specifications and repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment. Furthermore, the Developer shall maintain reasonable access to any occupied buildings within the Property, including necessary street maintenance such as grading, graveling, patching.

If Developer fails to perform any of the responsibilities listed above, the City shall provide Developer with written notice. If work is not completed to City's satisfaction within 24 hours from the notice, excluding repair or restoration work for which the City has granted extra time, the City will have appropriate equipment dispatched to the site and all costs associated with the work will be billed to the Developer. In the event the Developer fails to timely pay costs related to the City work, the City shall withdraw the funds from any cash escrow or letter of credit ("LOC").

3.6 LANDSCAPING. Site landscaping shall comply with approved landscaping plan dated April 3, 2024 and City required warranties.

3.7 EROSION CONTROL. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated by Other Regulatory Agencies. Such plan shall be detailed on the Development Plans and shall be subject to approval of the City Engineer. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation resulting from the Improvements including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans.

The parties recognize that time is of the essence in controlling erosion. If the Developer does not provide erosion control, the City shall provide Developer with notice to complete work. If work is not completed to City's satisfaction within 24 hours from the notice, the City will have appropriate equipment dispatched to the site and all costs associated with the clean-up effort will be billed to the Developer. In addition to billing the Developer for any clean-up work, the City may also issue a stop work order under City Code Section 151.11(B)(1). In the event the Developer fails to timely pay costs related to City work, the City shall withdraw the funds from any cash escrow or LOC.

3.8 AS BUILT INFORMATION. One electronic copy, compatible with the City's Geographic Information System (GIS), of the detailed record plan "as built" drawings of the Improvements shall be provided by the Developer in accord with City standards no later than 120 days after completion of the Improvements, unless otherwise approved in writing by the City Engineer.

3.9 INSPECTIONS. The City Engineer, Public Works Director or their designee shall periodically inspect the following work installed by the Developer, its contractors, subcontractors or agents;

- a. Stormwater, Sewer and Water connections to public infrastructure;
- b. Water testing including pressure and bacteria;
- c. Public improvements; and
- d. General Property inspections in relation to a Letter of Credit reduction request or Project closeout.

The City does not routinely inspect private Improvements that will not be connected to public infrastructure. Developer acknowledges and agrees it is their responsibility to work directly with Other Regulatory Agencies regarding inspections required for those permits.

ARTICLE 4 **RESPONSIBILITY FOR COSTS, CHARGES AND FEES**

4.1 IMPROVEMENT COSTS. The Developer shall pay for the Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

4.2 AREA CHARGES AND DEVELOPMENT FEES. The City imposes Area Charges for sanitary sewer, water and storm sewer impacts to all new developments pursuant to City Code Chapter 152.073 and Chapter 35.03. The Area Charges and Development Fees required for this project are identified on **Exhibit C**.

4.3 IMPROVEMENT ESCROW REQUIREMENT. Contemporaneously herewith, the Developer shall deposit with the City an irrevocable letter of credit (“LOC”), or cash deposit for the amount of **\$119,000.00** as described in **Exhibit C**.

The bank and form of the LOC, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The LOC must be for at least a one-year term and must be automatically renewable for successive one-year periods from the present or any future expiration dates with a final expiration date of termination of the two-year warranty period described in Article 6, and further provided that the LOC states that at least 60 days prior to the expiration date, the bank will notify the City if the bank elects not to renew for an additional period. The LOC shall secure compliance by the Developer with the terms of this Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Article 8 relating to a Developer Default, for any of the following reasons:

- a) a Developer Default; or
- b) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before the two-year warranty period has expired pursuant to Article 6; or
- c) failure to pay the City for any of the costs and expenses referenced in Article 4 or 5.

The City may use these escrow proceeds to reimburse the City for its costs to take whatever action is necessary to stabilize the Property for any of the reasons stated above. After the City Engineer determines that Improvements have been constructed and after retaining 10% of amounts allocated in **Exhibit C** for the public Improvements, the remaining proceeds shall be distributed to Developer.

Developer may request the irrevocable letter of credit or cash deposit be reduced from time to time as financial obligations are paid. City Engineer shall inspect the Project and make the request to Council who shall have full discretion in determining the reduction amount, if any.

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without required City inspection, the City may require, as a condition of acceptance, that the Developer post an irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems necessary, not to exceed five years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

4.4 CASH ESCROW REQUIREMENT. The Developer shall reimburse the City for all inspection costs relating to the Improvements and all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Agreement. Therefore, contemporaneously herewith, the Developer shall deposit with the City a cash deposit for the amount of **\$10,000** as described in **Exhibit C** to cover City expenses related to the project including but not limited to planning, engineering, legal and administrative services, soil testing and inspection services. The City shall use the cash deposit proceeds to reimburse the City for its costs and shall provide Developer with written itemization of said reimbursements. Upon completion of the project, the remaining proceeds shall be returned to Developer.

4.5 ENFORCEMENT COSTS. The Developer shall pay the City for costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

4.6 TIME OF PAYMENT. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 5

ADDITIONAL DEVELOPMENT REQUIREMENTS

5.1 MISCELLANEOUS REQUIREMENTS. Additional requirements for approval of the Development Plans as specified by the City Council include the following:

- a. Before any City permits will be issued for the Property all of the following conditions must be satisfied:
 - (1) Developer must execute this Improvement Agreement.
 - (2) Developer must provide the letter of credit for the amount stated on **Exhibit C** of this Agreement pursuant to the terms of Article 4 of this Improvement Agreement.
 - (4) Developer must fully pay the City of Forest Lake for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement.
- b. Developer shall hold a pre-construction meeting with the City and any necessary Other Regulatory Agencies prior to commencing any construction or grading activities on the Property.
- c. Developer is solely responsible for any necessary easements or approvals from adjacent property owners for construction of the Improvements. Developer will provide evidence of such easements and/or approvals upon request of the City.

ARTICLE 6 **WARRANTIES**

6.1 DEVELOPER WARRANTIES. “Developer Warranties” means that the Developer hereby warrants and represents the following:

a. **AUTHORITY.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement; no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Agreement, other than approvals or consents that are required to be obtained herein, pursuant to Article 2.

b. **FULL DISCLOSURE.** None of the representatives and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

c. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

d. **WARRANTY ON PROPER WORK AND MATERIALS.** The Developer warrants all work required to be performed by it under this Agreement against defective material and faulty workmanship for a period of two years after its completion. During the warranty period the Developer shall be solely responsible for all costs of performing repair work required by the City within thirty days of notification. Any trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for two years after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for Improvements shall be for two years after completion; the warranty for the Improvements shall also include the obligation of the Developer to repair and correct and damage to or deficiency with respect to such Improvements.

6.2 OWNER WARRANTIES. “Owner Warranties” means that the Owner hereby warrants and represents the following:

a. **FEE TITLE.** The Owner owns fee title to the Subject Property.

6.3 CITY WARRANTIES. “City Warranties” means that the City hereby warrants and represents as follows:

a. **ORGANIZATION.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.

b. **AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.

ARTICLE 7
INDEMNIFICATION OF CITY

7.1 INDEMNIFICATION OF CITY. Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a) breach by the Developer of the Developer Warranties;
- b) failure of the Developer to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- d) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e) failure by the Developer to pay for materials;
- f) failure to pay the City for any costs and expenses referenced in Article 4 and 5;
- g) approval by the City of the Development Plans;
- h) failure to obtain the necessary permits and authorizations to construct the Improvements;
- i) construction of the Improvements;
- j) delays in construction of the Improvements;
- k) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 8
CITY REMEDIES UPON DEVELOPER DEFAULT

8.1 CITY REMEDIES. If Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have ten business days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within ten business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a) The City may specifically enforce this Agreement;
- b) The City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 4;
- c) The City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty days after written billing by the City reimburse the City for any costs and expenses incurred by the City;
- d) The City may suspend or deny building permits for buildings within the Subject Property;
- e) The City may suspend any work, improvement or obligation to be performed by the City; and/or
- f) The City may, at its sole option, certify against the Subject Property, pursuant to Minn. Stat. § 444.075. subd. 3e, any unpaid charges, and the Washington County Auditory/Property Tax Assessor shall collect said unpaid charges in the year following said certification as the other Property taxes are collected.

8.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

8.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

8.4 EMERGENCY. Notwithstanding the requirement contained in this Article hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in this Article hereof relating to giving the Developer a ten business day period to cure the Developer Default, in the event of an emergency as determined by the City Engineer, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the ten day period to cure the Developer Default. In such case, the Developer shall within thirty days after written billing by the City reimburse the City for any and all costs incurred by the City.

The parties designate the individuals below as their contact in the event of an emergency:

CITY: Dave Adams 651.755.1207

DEVELOPER: Peter Olson 612.290.3669

Developer shall provide City with contact information for Project Manager who will be available 24 hours a day 7 days a week until the project is completed. In the event the Project Manager changes during the development, Developer shall provide City with updated contact information.

ARTICLE 9 **MISCELLANEOUS**

9.1 CITY'S DUTIES. The terms of this Agreement shall not be considered an affirmative duty upon the City to complete any Improvements.

9.2 NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the City under this Agreement.

9.3 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

9.4 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Developer. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Developer in the Subject Property.

9.5 ASSIGNMENT. The Developer may not assign this Improvement Agreement without the written permission of the City which consent shall not be unreasonably withheld, conditioned or delayed. The Developer's obligations hereunder shall continue in full force and effect, even if the Developer sells the Subject Property.

9.6 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

9.7 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

9.9 HEADINGS. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

9.10 INCONSISTENCY. If the Development Plans are inconsistent with the words of this Agreement or if the obligation imposed hereunder upon the Owner are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Owner shall prevail.

9.11 ACCESS. The Developer hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City during the installation of Improvements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

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

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

DEVELOPER

PGA Investments, LLC., a Minnesota limited liability company

By: _____

Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, the _____ of PGA Investments, LLC., a Minnesota limited liability company, on behalf of said limited liability company.

Notary Public

CITY OF FOREST LAKE

By: _____

Mara Bain

Its: Mayor

Attest: _____

Jolleen Chaika

Its: City Clerk

STATE OF MINNESOTA)

)

ss.

COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Mara Bain and Jolleen Chaika, the Mayor and City Clerk respectively, of the City of Forest Lake, a Minnesota municipal corporation, on behalf of the City of Forest Lake.

Notary Public**THIS INSTRUMENT DRAFTED BY:**

Amanda Johnson # 0400128
1305 Corporate Center Drive, Suite 300
Eagan, MN 550121

**AFTER RECORDING
PLEASE RETURN TO:**

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

EXHIBIT A**LEGAL DESCRIPTION****Parcel A:**

That part of the Southwest Quarter of the Southeast Quarter of Section 17, Township 32, Range 21, lying Southerly of the Southerly right-of-way line of State Highway No. 97 (formerly known as State Highway No. 63 and as U.S. Highway No. 8), and lying Westerly of Forest Road North, Washington County, Minnesota.

That part of the North 615 feet of the West Half of the Northeast Quarter of Section 20, Township 32, Range 21, lying Westerly of Forest Road North, Washington County, Minnesota, excepting therefrom the following parcel:

That part of the North 615 feet of the West Half of the Northeast Quarter of Section 20, Township 32, Range 21, Washington County, Minnesota, lying Westerly of the West line of Forest Road North and its Southerly extension as described in Document No. 817878 and lying Southerly of a line described as commencing at the Southwest corner of said North 615 feet; thence Northerly along the West line of said West Half of the Northeast Quarter 369.20 feet to the point of beginning of the line to be described; thence Easterly deflecting to the right 92 degrees 53 minutes 20 seconds 616.70 feet to the West line of said Forest Road and there terminating.

Parcel B:

That part of the Southwest Quarter of the Southeast Quarter of Section 17, Township 32, Range 21, lying Southerly of the Southerly right of way line of State Highway No. 97 (formerly known as State Highway No. 63 and as U.S. Highway No. 8) and lying Westerly of the former Northern Pacific Railway Company right of way (now owned by the Washington County Regional Rail Authority), and lying Easterly of Forest Road North, Washington County, Minnesota.

That part of the North 615 feet of the West Half of the Northeast Quarter of Section 20, Township 32, Range 21, lying Westerly of the former Northern Pacific Railway Company right of way (now owned by the Washington County Regional Rail Authority), and lying Easterly of Forest Road North, Washington County, Minnesota, excepting therefrom the following described parcel:

Commencing at the North Quarter corner of Section 20; thence East, along the North line of Section 20, a distance of 656.3 feet, more or less, to the point of beginning on a line drawn parallel with and distant 116 feet Westerly of the centerline of the Burlington Northern main track, said point being on the Westerly line of a formerly existing township road known as Forest Road as located prior to Vacation Order No. 65433 issued March 20, 1981 by the Minnesota Commissioner of Transportation; thence West, along the North line of Section 20, a distance of 100 feet; thence Southerly parallel with said center line of the Burlington Northern main track, a distance of 100 feet; thence East parallel with the North line of Section 20, a distance of 100 feet to the Westerly line of said township road; thence Northerly, along said Westerly line a distance

of 100 feet to the point of beginning. Including any right of title to said Township road to the East right of way line thereof.

Abstract Property

PID: 20.032.21.12.0011

EXHIBIT B**DEVELOPMENT PLANS AND IMPROVEMENTS**

See Development Plans as described in the index below. The Development Plans were prepared by Block Engineering with the last revision dated April 3, 2024. An electronic copy is on file with the City.

Drawing Index:

Sheet 1 – Title Sheet

Sheet 2 – Site and Utility Plan

Sheet 3 – Site and utility Details

Sheet 4 – Grading and Erosion Control Plan

Sheets 5 and 6 – Drainage and Erosion Control Details

Sheets 7 and 8 – Stormwater Pollution Prevention Plan

Sheet 9 – Landscape Plan

EXHIBIT C

LETTER OF CREDIT AND ADDITIONAL COSTS AND ESCROWS

Collected upon Improvement Agreement Execution

Total Acreage for Fee Calculations: 2.46 acres

WTAC Fee	\$5,000/acre for a total of	\$12,300.00
SSTAC Fee	\$4,000/acre for a total of	\$9,840.00
STAC Fee	\$4,500/acre for a total of	\$11,070.00
TOTAL FEES		\$33,210.00

Cash Escrow: \$10,000

Letter of Credit: \$119,000

Letter of Credit Cost Estimate for Site Improvements
PGA Investments, LLC
April 2024

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Price
Part 1 - Private Improvements					
1	Mobilization/Traffic Control	LS	1	\$5,000.00	\$5,000.00
2	Grading	LS	1	\$5,000.00	\$5,000.00
3	Utility Testing (San Air & Televising, WM Bacteria & Pressure)	LS	1	\$2,500.00	\$2,500.00
4	Storm Sewer	LS	1	\$5,000.00	\$5,000.00
5	Wear Course Paving	LS	1	\$40,000.00	\$40,000.00
6	Erosion Control	LS	1	\$5,000.00	\$5,000.00
7	Turf Restoration	LS	1	\$5,000.00	\$5,000.00
8	Landscaping	LS	1	\$25,000.00	\$25,000.00
9	Signing & Striping	LS	1	\$1,000.00	\$1,000.00
10	Record Plans	LS	1	\$1,500.00	\$1,500.00
Part 1 - Private Improvements Total Estimated Construction Costs					\$95,000.00
Part 2 -Public Improvements					
	Not Applicable				
Part 2 - Public Improvements Total Estimated Construction Costs					\$0.00

Summary:

Part 1 - Private Improvements Total Estimated Construction Costs	\$95,000.00
Part 2 - Public Improvements Total Estimated Construction Costs	\$0.00
Total Site Improvements Cost Estimate	\$95,000.00

Amount to be entered into Agreement (125%) **\$119,000.00**



DATE: May 13, 2024
AGENDA ITEM: New Liquor Licenses for Zoukmaya Restaurant
TO: Honorable Mayor Bain and Councilmembers
FROM: Jolleen Chaika, City Clerk

BACKGROUND:

Zoukmaya Restaurant has applied for an On-Sale Intoxicating, Sunday Sales, and Optional 2:00 AM liquor licenses. The new restaurant, slated to open later this year at 131 Lake Street North, will be located in the same building as the former Fireside Getaway.

A liquor license investigation was conducted by the Forest Lake Police Department and the applicants met all background and financial requirements to obtain a new liquor license. City staff has reviewed all requisite application submissions and has determined that the applicant meets all current city ordinance requirements as well as state requirements.

The full license application is available for review in the Clerk's Office.

RECOMMENDATION:

Approve Resolution 05-13-24-03 authorizing issuance of On-Sale Intoxicating, Sunday Sales, and Optional 2:00 AM liquor licenses for Zoukmaya Restaurant, effective May 14, 2024 through January 31, 2025.

ATTACHMENTS:

Resolution 05-13-24-03

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

RESOLUTION 05-13-24-03

**APPROVING ON-SALE, SUNDAY SALES, AND OPTIONAL 2:00 AM LIQUOR LICENSES
FOR ZOUKMAYA LLC, DBA ZOUKMAYA RESTAURANT.**

WHEREAS, the City of Forest Lake received an application from Jonathan Soto Perez, on behalf of Zoukmaya LLC, DBA Zoukmaya Restaurant, for On-Sale Intoxicating, Sunday Sales, and Optional 2:00 AM liquor licenses at 131 Lake Street North, Forest Lake, Minnesota; and,

WHEREAS, upon completion of the background investigations, the Forest Lake Police Department found nothing to preclude issuance of these liquor licenses; and,

WHEREAS, the City Clerk has reviewed the application materials and has found the application materials to be in conformance with city code and state statute related to liquor licensing; and;

WHEREAS, all required fees have been paid by the applicant.

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

The City of Forest Lake hereby approves the issuance of on-sale intoxicating, Sunday sales, and optional 2:00 AM liquor licenses, to Zoukmaya LLC, DBA Zoukmaya Restaurant, effective until January 31, 2025 unless cancelled or revoked prior to that date.

Adopted by the City Council of the City of Forest Lake this 13th of May, 2024.

Mara Bain, Mayor

ATTEST:

Jolleen Chaika, City Clerk



DATE: May 13, 2024

AGENDA ITEM: New Massage Business License: Minnesota Vitality and Anti-Aging Center

TO: Honorable Mayor Bain and Councilmembers

FROM: Jolleen Chaika, City Clerk

BACKGROUND:

Minnesota Vitality and Anti-Aging Center, located at 55 Lake Street, North, Ste. 120, has applied for a Massage Business License. The applicant business currently operates an aesthetic and functional medicine clinic and does not currently offer massage therapy services; however, they intend to add massage therapy to their clinic services in the near future and have applied for this license in advance.

A background check was conducted by Forest Lake PD and no negative history was found. City staff have reviewed the application and determined that the applicant meets all current city ordinance requirements.

The full license application is available for review in the Clerk's Office.

RECOMMENDATION:

Approve Resolution 05-13-24-04 authorizing issuance of a Massage Business License for Minnesota Vitality and Anti-Aging Center, effective May 14, 2024 through January 31, 2025.

ATTACHMENTS:

Resolution 05-13-24-04

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

Resolution 05-13-24-04

Approving a Massage Business License for Minnesota Vitality and Anti-Aging Center

WHEREAS, the City of Forest Lake requires all businesses which wish to offer therapeutic massage services to apply on a city-approved application form for a Massage Business License; and,

WHEREAS, Heather Manship of the Minnesota Vitality and Anti-Aging Center, located at 55 North Lake Street, Ste. 120, Forest Lake, Minnesota, has applied for a Massage Business License in order to offer therapeutic massage services at the business; and,

WHEREAS, City staff, including the Forest Lake Police Department, have reviewed the application and background investigation materials and have found that the applicant meets the local requirements to obtain a Massage Business License.

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

The City of Forest Lake hereby approves the issuance of a Massage Business License to Minnesota Vitality and Anti-Aging Center, effective until January 31, 2025 unless cancelled or revoked prior to that date.

Adopted by the City Council of the City of Forest Lake this 13th of May, 2024.

Mara Bain, Mayor

ATTEST:

Jolleen Chaika, City Clerk



DATE: May 13, 2024
AGENDA ITEM: Updated Data Practices Policies
TO: Honorable Mayor Bain and Councilmembers
FROM: Jolleen Chaika, City Clerk

BACKGROUND:

The Minnesota Government Data Practices Act (Minn. Stat. 13) requires that each government entity designate a Responsible Authority and a Compliance Official. While Minn. Stat. 13.02, Subd. 16(b)(2) designates the appointed City Clerk as the City's Responsible Authority, best practices dictate that rather than naming a job title to these designations, a specific staff person be named. As such, the current Data Practices Policies require updates to remove the formerly named Responsible Authority and Compliance Official.

RECOMMENDATION:

Approve updated Data Practices policies.

ATTACHMENTS:

Data Practices Policy for Data Subjects – *Updated*
Data Practices Policy for the Public – *Updated*



City of Forest Lake Data Practices Policy for Members of the Public

Right to access public data

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

The Government Data Practices Act also provides that this government entity must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to make a data request

To look at data or request copies of data that the City of Forest Lake keeps, make a written request. Make your request for data to the appropriate individual listed in the **Data Practices Contacts** on page 4. Your written request may be made by mail, fax, email, or in person, using the Data Request form included in this packet.

If you choose not use to use the data request form, your request should include:

- You are making a request for public data under the Government Data Practices Act (Minnesota Statutes, Chapter 13).
- Whether you would like to inspect the data, have copies of the data, or both.
- A clear description of the data you would like to inspect or have copied.

The City of Forest Lake cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

How we respond to a data request

Upon receiving your request, we will work to process it.

- If it is not clear what data you are requesting, we will ask you for clarification.
- If we have the data, but the data are not public, we will notify you as soon as reasonably possible and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - Arrange a date, time, and place to inspect data, for free, if your request is to look at the data; or,
 - Provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD or DVD) upon request if we keep the data in electronic format.

Information about copy charges is on page 5.

We will provide you notice about pre-payment requirements.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement (for example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request). If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required under the Government Data Practices Act to respond to questions that are not specific requests for data.

Requests for summary data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data.

The City of Forest Lake will prepare summary data if you make a request in writing and pay for the cost of creating the data.

Upon receiving your written request – you may use the data request form on page 7 – we will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

Data Practices Contacts

Responsible Authority

Jolleen Chaika, City Clerk
 1408 Lake Street South
 Forest Lake, MN 55025
 Phone: 651-464-9732 · Fax: 651-464-4968 · Jolleen.Chaika@ci.forest-lake.mn.us

Data Practices Compliance Official

Jolleen Chaika, City Clerk
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 Forest Lake, MN 55025
 Phone: 651-464-9732 · Fax: 651-464-4968 · Jolleen.Chaika@ci.forest-lake.mn.us

Data Practices Designee(s)

Administration/Zoning/Building/Public Works..... Jolleen Chaika
 Police Department.....Shelly Smith, Julie Griffin, Captain Luke Hanegraaf
 Fire Department.....Alan Newman, Fire Chief

Copy Costs – Members of the Public

This government entity charges data subjects for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c). You must pay for copies before they are given to you.

For 100 or fewer paper copies – 25 cents per page

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most other types of copies – actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

Data Request Form – Members of the Public

A. COMPLETED BY REQUESTOR

(Optional, for the sole purpose of facilitating access to the data)

REQUESTER NAME (Last, First, MI):	DATE OF REQUEST:
	REQUEST TYPE: ____ IN-PERSON ____ PHONE ____ MAIL
STREET ADDRESS:	PHONE NUMBER:
CITY, STATE, ZIP CODE:	SIGNATURE:
DESCRIPTION OF THE INFORMATION REQUESTED:	

NOTE: You may be required to pay the actual costs of making and/or compiling the copies of information requested.

B. COMPLETED BY DEPARTMENT

DEPARTMENT NAME:	REQUEST HANDLED BY:
METHOD OF RESPONSE: IN-PERSON PHONE MAIL FAX	INFORMATION CLASSIFIED AS: PUBLIC PRIVATE NON-PUBLIC CONFIDENTIAL PROTECTED NON-PUBLIC
ACTION: ____ APPROVED ____ APPROVED IN PART (Explain below) ____ DENIED (Explain below)	
IDENTITY VERIFIED FOR PRIVATE INFORMATION: ____ IDENTIFICATION ____ COMPARE SIGNATURE ON FILE ____ PERSONAL KNOWLEDGE ____ OTHER	

C. COMPLETE WHEN FEES ARE ASSESSED

PHOTOCOPYING CHARGES: ____ NONE ____ X 0.25 = (# OF PAGES)	FEES: (Complete Cost Calculation)	
TOTAL AMOUNT DUE: \$	RECEIVED BY:	DATE:
AUTHORIZED SIGNATURE:		

Notice of Adoption of Model Policies

[Minnesota Statutes, section 13.025, subdivisions 2 and 3](#), require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and [Minnesota Statutes, section 13.03, subdivision 2](#), requires entities to establish procedures that data requests are complied with appropriately and promptly.

[Minnesota Statutes, section 13.073, subd. 6](#), requires the Commissioner of Administration to prepare [model policies and procedures](#) to help government entities comply with those requirements. Entities that choose to adopt the Commissioner's model policies must notify the Commissioner. Please use the following statement to notify the Commissioner if you choose to adopt the model policies and procedures.*

Notice to Commissioner of Administration: Adoption of Model Policies

The City of Forest Lake has adopted the Commissioner's Model Policy for the Public and Model Policy for Data Subjects. This notice to the Commissioner satisfies the City of Forest Lake's obligation under Minnesota Statutes, section 13.073, subdivision 6.

**Government entities may submit this notification by mail or email:*

Commissioner of Administration
c/o Information Policy Analysis Division (IPAD)
201 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
info.ipad@state.mn.us



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The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher salary/wage.

Data Request Form – Members of the Public

A. COMPLETED BY REQUESTOR

(Optional, for the sole purpose of facilitating access to the data)

REQUESTER NAME (Last, First, MI):	DATE OF REQUEST:
	REQUEST TYPE: ____ IN-PERSON ____ PHONE ____ MAIL
STREET ADDRESS:	PHONE NUMBER:
CITY, STATE, ZIP CODE:	SIGNATURE:
DESCRIPTION OF THE INFORMATION REQUESTED:	

NOTE: You may be required to pay the actual costs of making and/or compiling the copies of information requested.

B. COMPLETED BY DEPARTMENT

DEPARTMENT NAME:	REQUEST HANDLED BY:
METHOD OF RESPONSE: IN-PERSON PHONE MAIL FAX	INFORMATION CLASSIFIED AS: PUBLIC PRIVATE NON-PUBLIC CONFIDENTIAL PROTECTED NON-PUBLIC
ACTION: ____ APPROVED ____ APPROVED IN PART (Explain below) ____ DENIED (Explain below)	
IDENTITY VERIFIED FOR PRIVATE INFORMATION: ____ IDENTIFICATION ____ COMPARE SIGNATURE ON FILE ____ PERSONAL KNOWLEDGE ____ OTHER	

C. COMPLETE WHEN FEES ARE ASSESSED

PHOTOCOPYING CHARGES: ____ NONE ____ X 0.25 = (# OF PAGES)	FEES: (Complete Cost Calculation)	
TOTAL AMOUNT DUE: \$	RECEIVED BY:	DATE:
AUTHORIZED SIGNATURE:		

Notice of Adoption of Model Policies

[Minnesota Statutes, section 13.025, subdivisions 2 and 3](#), require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and [Minnesota Statutes, section 13.03, subdivision 2](#), requires entities to establish procedures that data requests are complied with appropriately and promptly.

[Minnesota Statutes, section 13.073, subd. 6](#), requires the Commissioner of Administration to prepare [model policies and procedures](#) to help government entities comply with those requirements. Entities that choose to adopt the Commissioner's model policies must notify the Commissioner. Please use the following statement to notify the Commissioner if you choose to adopt the model policies and procedures.*

Notice to Commissioner of Administration: Adoption of Model Policies

The City of Forest Lake has adopted the Commissioner's Model Policy for the Public and Model Policy for Data Subjects. This notice to the Commissioner satisfies the City of Forest Lake's obligation under Minnesota Statutes, section 13.073, subdivision 6.

**Government entities may submit this notification by mail or email:*

Commissioner of Administration
c/o Information Policy Analysis Division (IPAD)
201 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
info.ipad@state.mn.us

Date: May 13, 2024

Agenda Item: Amendment to School Resource Officer Agreement with ISD 831

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

Reviewed By: Rick Peterson, Police Chief

Kevin Knopik, Finance Director

BACKGROUND:

At the April 15, 2024 work session, council discussed amending the last year of the School Resource Officer (SRO) agreement with Forest Lake Schools to have all three officers only in the schools during the 9 month school year. The officers would then be added to general patrol duties the other three months in the summer (June-August). Since the city received Public Safety Funds from the state and has not allocated them all yet, these funds could be used to cover any shortfall in revenue needed to cover wages and benefits in the police department given the reduction in funds from the school district for this year. In 2025, the levy would provide for these costs.

ISSUE BEFORE COUNCIL:

Should the Council approve the first amendment to the agreement for school resource officer services between ISD 831 and the City of Forest Lake?

PROPOSAL/ANALYSIS:

Included in your packet is an amendment drafted by the city attorney to provide for the school district covering the cost of all three SROs for 9 months out of the year.

FISCAL IMPACT:

The increased cost to the city for 2024 is estimated just shy of \$30,000. Some of these costs may be offset by a reduction in overtime hours due to the additional officer being available for shifts in the summer. At this time there is no anticipated savings from vacancies in the department due to retirements because of the severance payouts. If the positions remain vacant for longer than 3 months, there may be savings in the department budget to help offset this increased cost.

OPTIONS:

- 1) Approve the First Amendment to the Agreement for School Resource Officer Services Between Independent School District #831 and the City of Forest Lake

- 2) Amend and then Approve the First Amendment to the Agreement for School Resource Officer Services Between Independent School District #831 and the City of Forest Lake
- 3) Do not Approve the First Amendment to the Agreement for School Resource Officer Services Between Independent School District #831 and the City of Forest Lake

RECOMMENDATIONS:

If removed from the consent agenda:

“Motion to Approve the First Amendment to the Agreement for School Resource Officer Services Between Independent School District #831 and the City of Forest Lake

ATTACHMENT:

- First Amendment to the Agreement for School Resource Officer Services Between Independent School District #831 and the City of Forest Lake

**FIRST AMENDMENT TO AGREEMENT FOR SCHOOL
RESOURCE OFFICER SERVICES BETWEEN INDEPENDENT SCHOOL
DISTRICT #831 AND THE CITY OF FOREST LAKE**

THIS FIRST AMENDMENT TO AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES BETWEEN INDEPENDENT SCHOOL DISTRICT #831 AND THE CITY OF FOREST LAKE (“First Amendment”) is made, entered into and effective as of the ____ day of May, 2024, by and between the City of Forest Lake, a Minnesota municipal corporation (“City”) and Independent School District #831, a Minnesota public school corporation (“District”); and

WHEREAS, City and District entered into the **AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES BETWEEN INDEPENDENT SCHOOL DISTRICT #831 AND THE CITY OF FOREST LAKE** dated June 13, 2022, (“Agreement”); and

WHEREAS, the City and the District would like to amend the Agreement regarding the School Resource Officer Services for the Forest Lake Area High School.

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. Paragraph 2.8 is hereby replaced in its entirety as follows:

2.8 SCHOOL CALENDAR. School Resource Officer Services will be provided during the regular school year, for approximately nine months, from September 1, 2022, until June 9, 2023, from the first day of school in September of 2023 through the last day of school in June of 2024, and from the first day of school in September of 2024 through the last day of school in June of 2025. District shall provide City with a school calendar showing the dates that the Schools are in session.

The City's Police Department shall have exclusive use of the employees assigned as the School Resource Officers from the end of the 2021-2022 school year until the first day of the 2022-2023 school year, from the end of the 2022-2023 school year until the first day of the 2023-2024 school year, and from the end of the 2023-2024 school year until the first day of the 2024-2025 school year.

2. Paragraph 2.11 is hereby replaced in its entirety as follows:

2.11 COST. For and in consideration of the City providing School Resource Officers' services in accordance with the terms of this Agreement, District shall pay City the following amounts:

- The sum of two hundred eighty-five thousand six hundred nineteen dollars (\$285,619.00) for the 2022-2023 school year, payable in four (4) equal quarterly installments commencing on July 1, 2022.
- The sum of two hundred ninety-five thousand four hundred sixty-one dollars (\$295,461.00) for the 2023-2024 school year, payable in four (4) equal quarterly installments commencing on July 1, 2023.
- The sum of two hundred eighty-eight thousand, nine hundred nine dollars (\$288,909) for the 2024-2025 school year, payable in four (4) equal quarterly installments commencing on July 1, 2024.

These amounts are calculated as outlined in the attached Exhibit B.

3. Exhibit B is replaced by the attached Exhibit A.
4. Except as provided for above, the terms and provisions of the Use Agreement shall remain in full force and effect.
5. 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.
6. Nothing contained herein shall be deemed a waiver by either party of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Association or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.
7. 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. Delivery of a copy of this First Amendment bearing an original signature by facsimile transmission or by electronic mail in “portable document format” shall have the same effect as physical delivery of the paper document bearing the original signature.
8. This First Amendment shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the date hereinbefore first written.

CITY:

CITY OF FOREST LAKE

a municipal corporation of the State of Minnesota

By:_____

Mara Bain

Its: Mayor

By:_____

Jolleen Chaika

Its: Clerk

[illegible]

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Mara Bain and Jolleen Chaika to me personally known to be respectively the Mayor and the Clerk of the City of Forest Lake, a municipal corporation of the State of Minnesota and executed the foregoing instrument on behalf of the City.

Notary Public

DISTRICT:
INDEPENDENT SCHOOL DISTRICT #831,
 a Minnesota Public School Corporation

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
 COUNTY OF WASHINGTON)

The foregoing was acknowledged before me this _____ day of _____, 2024, by
 _____, the _____ of the Independent
 School District #831, a Minnesota public school corporation.

 Notary Public

EXHIBIT A

SRO Agreement Costs

Forest Lake Area High School	2022-2023	2023-2024	2024-2025
Salaries	\$94,921.00	\$100,734.00	\$76,128.00
Benefits	\$37,539.00	\$39,688.00	\$30,784.50
Holiday Pay	\$4,016.00	\$4,262.00	\$3,220.50
Less: 16% Reduction due to non-school days	-\$25,930.00	-\$27,490.00	-\$17,621.00
Training	\$550.00	\$550.00	\$550.00
Vehicle	\$3,000.00	\$3,000.00	\$3,000.00
Forest Lake High School Costs (9 Months)	\$114,096.00	\$120,744.00	\$96,062.00

Forest Lake Area Middle School/Community School	2022-2023	2023-2024	2024-2025
Salaries	\$184,954.00	\$195,926.00	\$203,934.00
Holiday Pay	\$7,825.00	\$8,289.00	\$8,628.00
Benefits	\$74,073.00	\$78,229.00	\$82,274.00
Total Salaries/Holiday Pay/Benefits	\$266,852.00	\$282,444.00	\$294,836.00
Less: 16% Reduction due to non-school days	-\$42,696.00	-\$45,191.00	-\$47,174.00
	\$224,156.00	\$237,253.00	\$247,662.00
School District Costs (9 Months)	\$168,117.00	\$177,940.00	\$185,747.00
Training	\$1,100.00	\$1,100.00	\$1,100.00
Vehicle	\$6,000.00	\$6,000.00	\$6,000.00
Forest Lake Area Middle School/Community School	\$175,217.00	\$185,040.00	\$192,847.00

Total School District Costs	\$289,313.00	\$305,784.00	\$288,909.00
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Note: City Cost (3 Months/Non-school days)	\$124,666.00	\$131,994.00	\$136,990.00
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*Salary amounts for the years 2023-2024 and 2024-2025 will be adjusted to reflect salary amounts in 2023-2025 LELS Police Officers Contract Agreement

Note: Amounts are rounded

Note: Total ISD # 831 Savings due to Non-School days
\$206,102.00

Date: May 13, 2024

Agenda Item: Master Professional Services Agreement with Kornowski Consultants

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

The City has utilized Kornowski Consultants for a number of projects over the last couple of years including the online building permitting process and the Capital Repair and Replacement Program for the city center, senior center and south building. There are additional projects staff would like to use their services for so we are asking council to consider a master services agreement.

ISSUE BEFORE COUNCIL:

Should the Council approve the professional services agreement with Kornowski Consultants?

PROPOSAL/ANALYSIS:

Included in your packet is a professional services agreement that would allow the city staff to use Kornowski Consultants for new tasks as they come up without having the burden of creating a new agreement and bringing it to council for approval each time. The city attorney has reviewed the document and approves it as to form. Staff can complete projects much more efficiently through the use of Task Orders. As outlined in section 1.c., a department head or city administrator may authorize the issuance of a task order which indicates the specific scope of services, time for performance, deliverables and basis of compensation. Then each task order must be signed by the City Administrator and Consultant before work may begin.

FISCAL IMPACT:

The 2024 rates and expenses are included in Exhibit B. Staff would not be allowed to exceed their department budgets by using task orders so the overall fiscal impact on the city is neutral. If the relationship continues beyond 2024, I would expect the consultant to provide the city with new rates in the fall for 2025 planning purposes.

OPTIONS:

- 1) Approve the Agreement for Professional Services with Kornowski Consultants.

- 2) Amend and then Approve the Agreement for Professional Services with Kornowski Consultants.
- 3) Do not Approve the Agreement for Professional Services with Kornowski Consultants.

RECOMMENDATIONS:

If removed from the consent agenda:

“Motion to Approve the Agreement for Professional Services with Kornowski Consultants.”

ATTACHMENT:

- Agreement for Professional Services with Kornowski Consultants

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this ____ day of _____, 2024, by and between the City of Forest Lake, a Minnesota municipal corporation, 1408 Lake Street South, Forest Lake, Minnesota 55025, (“City”) and Kornowski Consultants, 9165 270th Street, Chisago City, MN 55013 (“Consultant”).

WHEREAS, the City has accepted the proposal of the Consultant for certain professional Services; and

WHEREAS, Consultant 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 Consultant as an independent contractor for the purpose of performing certain professional Services (“Services”), as defined in the following documents:

- i. A proposal dated 5/4/2024, incorporated herein as Exhibit A;
 - ii. Other documentation, incorporated herein as Exhibit B.

(Hereinafter “Exhibits.”)

- b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.
- c. Procedure for Task Order. The Consultant will work with the City staff as needed to provide the services outlined in the proposal. In order to manage costs associated with this effort, all work must be authorized by a City Department Head or City Administrator via emailed Task Order to the Consultant’s project manager. Each Task Order will indicate the specific task, scope of services, time for performance, deliverables to be provided and the basis of compensation. The task Order must be signed by the City Administrator and Consultant before work commences.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.

- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
 - c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City, but no later than thirty (30) days after receipt of the invoice from Consultant.
- 3. TERM. The term of this Agreement is identified in the Exhibits. 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.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until 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.
- 5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
- 6. STANDARD OF CARE. In performing its Services, Consultant 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. Contractor 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 Contractor 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 Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities.

7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated _____ 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.

9. PROJECT MANAGER AND STAFFING. The Consultant has designated Karl Kornowski and Mike Higgins 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. Consultant may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.
 - a. Consultant 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 Consultant and City, they shall be borne by each party in proportion to its own negligence.

11. INSURANCE. During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:
 - a. Commercial General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;

- b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- c. Workers' Compensation Insurance in accordance with statutory requirements.
- d. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

Consultant shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the Commercial General Liability Insurance policy and the Professional Liability Insurance policy.

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant.

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

If to City: City of Forest Lake
1408 Lake Street South
Forest Lake, MN 55025

Or emailed:

If to Consultant:
Kornowski Consultants
9165 270th Street
Chisago City, MN 55013

Or emailed: karl@kornowskiconsultants.com

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Consultant, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Consultant or as independent contractors of Consultant and not as employees of the City for any purpose.

15. 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 Consultant 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. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.
- 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 Dakota County District Court.
- e. 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.
- f. 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.
- g. 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.

[remainder of page intentionally blank]

CITY OF FOREST LAKE

By: _____
Mara Bain, Mayor

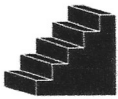
By: _____
Kristina Handt, City Administrator

Date: _____

CONSULTANT

By:  _____
Karl Kornowski, Principal/Owner

Date: 5/4/2024



ATTACHMENT A

May 5, 2024

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

Dear Kristina,

I am pleased to confirm our mutual agreement to enter into a Master Services Agreement with the City of Forest Lake. Since our collaboration began in 2022, it has been our privilege to support and complement the City's operational needs. We are grateful for the trust you have placed in us and for the opportunity to contribute to the progress and development of the City through various initiatives.

Moving forward with this Master Services Agreement, our primary objective remains unchanged: to provide timely and comprehensive support to the City of Forest Lake in fulfilling its diverse requirements. We are committed to offering a broad spectrum of services tailored to your specific needs and challenges, including process analysis, project management, RFPs, tech integration, business continuity services, facilities planning, capital improvement programs, strategic planning, lifecycle replacement planning, job analyses, job descriptions, search committee processes, trainings, development of SOPs, facilitator needs, engaging shareholders, and communications.

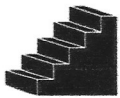
With the Master Services Agreement in place, we are confident that our collaboration will be further streamlined, facilitating a more efficient response to emergent needs through the use of Task Orders. This framework will enable us to address evolving requirements promptly and effectively, ensuring that the City of Forest Lake receives the support it needs to thrive and succeed in its endeavors.

We are glad to continue our partnership with the City of Forest Lake and are eager to embark on this next phase of our journey together to support your mission of serving the residents of Forest Lake in an efficient and responsive manner. Please feel free to reach out to us at any time should you have any questions, concerns, or additional requirements. We are here to serve as your trusted partner and look forward to contributing to the continued success and prosperity of the City.

Thank you once again for your confidence in Kornowski Consultants. We are honored to be of service and are committed to delivering exceptional results that exceed your expectations.

Sincerely,

Karl Kornowski - Principal/Consultant
Kornowski Consultants
(612) 703-7570
9165 270th St
Chisago City, MN 55013
<http://www.kornowskiconsultants.com>



ATTACHMENT B

KORNOWSKI CONSULTANTS – 2024 RATES:

Role	Rate/Hour
Senior Consultant	\$188
Project Manager	\$188
Consultant (Operations & Systems)	\$120
Support Staff	\$56
Expenses	
Printing/Copying (in-house)	\$.30 / page
Meals	Actual Cost
Travel	Actual Cost
Mileage	IRS allowance (\$0.67)
Additional Expenses as required	Actual Cost

Rates subject to annual adjustment

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

RESOLUTION NO. 05-13-24-01

RESOLUTION ACCEPTING DONATION

WHEREAS, WDI Companies has submitted a donation to the City of Forest Lake Fire Department in the amount of \$100.00; and,

WHEREAS, WDI Companies made this donation for the purpose of purchasing firefighting equipment; and,

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

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

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

Adopted by the City Council of the City of Forest Lake this 8th day of May, 2024.

Mara Bain, Mayor

Attest:

Jolleen Chaika, Deputy City Clerk

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

RESOLUTION NO. 05-13-24-02

RESOLUTION ACCEPTING DONATION

WHEREAS, Multiple donors have submitted a donation to the City of Forest Lake Fire Department in the amount of \$250.00; and,

WHEREAS, Multiple donors have made a donation in memory of Retired Forest Lake Fire Department Chaplin Frank Thell; and,

WHEREAS, multiple donors made this donation for the purpose of supporting the 4th of July BBQ,

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

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

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

Adopted by the City Council of the City of Forest Lake this 8th day of May, 2024.

Mara Bain, Mayor

Attest:

Jolleen Chaika, Deputy City Clerk



Date: May 13, 2024
To: Mayor Bain and City Councilors
From: Abbi Wittman, Community Development Director
Re: 2024 Arts in the Park Entertainment Agreements

Enclosed is the 2024 Arts in the Park concert series developed by former City staff and the City's Music Promoter, Woody McBride, who secures musical acts and provides the sound equipment. As part of the concert series, the City must enter into a contract with each of these musical acts. To date, the City has received the following (enclosed) agreements:

Date	Musical Act and Sound Production	Cost
06.04.24	<i>Patchouli</i> Genius of Fun Events and Productions, LLC	\$ 750.00 \$ 500.00
06.11.24	<i>Potential New Boyfriend Swing Band</i> Genius of Fun Events and Productions, LLC	\$ 750.00 \$ 500.00
06.25.24	<i>Gary Growden</i> Genius of Fun Events and Productions, LLC	\$ 750.00 \$ 500.00
07.9.24	<i>Church of Cash</i> Genius of Fun Events and Productions, LLC	\$3,000.00 \$ 500.00
07.16.24	<i>Samantha Grimes</i> Genius of Fun Events and Productions, LLC	\$ 750.00 \$ 500.00
07.30.24	<i>Riverside Rockets</i> Genius of Fun Events and Productions, LLC	\$2,000.00 \$ 500.00
08.13.24	<i>Sean & Ian Okomoto</i> Genius of Fun Events and Productions, LLC	\$ 750.00 \$ 500.00

The total cost of the enclosed agreements is \$12,500; this represents approximately 48% of the total Arts in the Park budget of \$26,050. Money for this program has been budgeted in the Parks Programming budget. Though the City did anticipate securing a corporate sponsor to cover \$15,000 to cover the musical acts, this has not yet occurred.

Staff Recommendation

If the Council elects to remove the enclosed agreements from the Consent Agenda, staff would recommend the City Council ***move to approve the enclosed entertainment agreements and authorize payment according to the schedule provided.***



**CITY OF FOREST LAKE
ENTERTAINMENT PERFORMANCE AGREEMENT**

This Agreement, dated this ____ day of _____, 2024, is entered into by and between the City of Forest Lake ("City"), 1408 Lake Street South, Forest Lake, MN 55025 and _____ ("Performer").

In consideration of the terms and conditions herein, the parties hereto covenant and agree as follows:

1. **Performance Details.** Performer will perform the following entertainment on the date(s) and at the location (s) specified below, for the listed fee(s) through the City's Parks and Recreation programs:

Performance Title(s)	Location(s)	Date(s)	Fee(s)
	Lakeside Memorial Park Gazebo 95 E. Broadway Ave. Forest Lake, MN 55025		\$

- a. Performers shall arrive on site no later than 5:30 PM (time).
 - b. All sound checks must be completed no later than 6:15 PM (time).
 - c. Performance will begin promptly at 6:30 PM (time).
 - d. The performance shall run until 8:30 PM (time).
2. **Independent Contractor.** No Performer will be considered an employee of the City at any time. Performer shall provide all required Workers' Compensation Insurance for all its employees as required by Minnesota state law.
3. **Content and Behavior Restrictions and Requirements.** Performer shall recognize that City of Forest Lake concerts are family events. All musical content, lyrics, and Performers' dress attire must be family appropriate for all ages. Profanity, suggestive lyrics, sexual innuendos, nudity, dress attire featuring tobacco, alcohol or drugs or items not suitable to be viewed by young children are **NOT** allowed under this agreement. Drug/alcohol use by Performer/s on the premises is **NOT** permitted under this agreement. To adhere to copyright/licensing laws, all music performed must be either original works of the Performer or listed with ASCAP, BMI, or SESAC.

Performer shall act faithfully, honestly, and to the best of its ability to render its performance within the recognized standards for its profession.

4. **Cancellation Policy.** The City reserves the right to cancel this Agreement for any reason.
 - a. The City may inform the performer of the cancellation in writing or verbally, subject to the following:

- i. *Up to 30 Days Before the Performance.* If the City cancels this Agreement up to 30 days prior to the performance, no fee shall be due to the Performer.
 - ii. *Between 30 days and 24 hours.* If the City cancels this Agreement less than 30 days but more than 24 hours prior to the performance, the Performer shall receive 20% of the total fee described in this Agreement. Payment will be mailed to Performer within 30 days pursuant to the terms in paragraph 9.
 - iii. *Less than 24 hours.* If the City cancels this Agreement less than 24 hours prior to the performance, the City shall pay according to the following:
 - 1) If the City cancels prior to the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 25% of the total fee described in this Agreement which will be mailed to the Performer within 30 days pursuant to the terms in paragraph 9.
 - 2) If the City cancels after the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 100% of the total fee described in this Agreement which will be paid at the event.
 - b. The Performer may cancel by providing the City with written or verbal notice, subject to the following:
 - i. *No Show.* If the Performer cancels the performance at any time before the performance is scheduled to begin, or does not show up for the performance, Performer shall receive 0% of the total fee described in this Agreement.
 - ii. *Less than Substantial Completion.* If the Performer performs for ninety minutes or less, the City shall pay Performer 50% of the total fee described in this Agreement, to be paid within 30 days of the performance.
5. **Media Release.** The Performer, and each individual member of the group if Performer is a group, gives their permission to be filmed by City's staff and/or local media present at the public event, and to be photographed or have their performance filmed. Performer and its members agree to the terms of the Entertainment Photo Release Form attached and give authorization to have photos taken at the event used for City's publicity now and in the future.
 6. **Promotion.** The Performer may publicize its performance at Arts in the Park event; it is encouraged to promote their performance to their fan base.
 7. **Agreement.** The Performer agrees to sign and return this Agreement to the City for execution no later than March 29, 2024.
 8. **Payment.** Performer agrees to submit a 2024 W9 to the City at the time of execution of this agreement. City must obtain a W9 to process payment; checks will be made out to the name and address as listed on the provided W9.

The City shall pay the Performer immediately upon completion of the performance the sum of the amount listed above; payment will be made in full. No payment shall be made to

Performer if Performer fails to comply with the terms in this Agreement including providing musical entertainment on the date and time listed above and completion.

9. **Indemnification.** By signing this agreement, Performer agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from and against any and all liability from any and all claims, injuries, damages, losses or suits including attorney fees, which may be suffered by Performer or attendees at the Arts in the Park event arising out of, or in any way connected with Performer's performance of this Agreement.

Performer further agrees to maintain an insurance policy providing commercial general liability insurance in the amount of one million five hundred thousand dollars (\$1,500,000) general aggregate, which shall name the City of Forest Lake as additional insured, a copy of which shall be provided to City at the time this agreement is executed. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. Alternatively, if Performer does not maintain the insurance policy described above, Performer may execute a Waiver and Release in a form provided by the City which shall require Performer to be personally responsible for all claims, causes of action, lawsuits, damages, losses, or expenses arising out of or in any way connected with the performance of this Agreement. Such Waiver and Release shall be executed by Performer and shall be provided to the City at the time of the execution of this Agreement. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Performer, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

The Performer shall reimburse the City of Forest Lake, in full, for any damage to City property which may arise from, or in connection with, the Performer's entertainment and is determined to be caused by the negligence of the Performer.

10. **Merger and Supersedes.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between parties.

Signed and mutually agreed to this ____ day of _____, 2024.

CITY OF FOREST LAKE

By: _____
Mara Bain, Mayor

Date: _____

CITY OF FOREST LAKE

Attest: _____
Kristina Handt, Interim City Administrator

Date: _____

Authorized Representative for
PERFORMER

By: Julie Ritzke

Print Name: _____

Group Name: _____

Date: _____

**CITY OF FOREST LAKE
ENTERTAINMENT PERFORMANCE AGREEMENT**

This Agreement, dated this 19 day of February, 2024, is entered into by and between the City of Forest Lake ("City"), 1408 Lake Street South, Forest Lake, MN 55025 and Potential New Boyfriend ("Performer").

d/b/a PNB LLC

In consideration of the terms and conditions herein, the parties hereto covenant and agree as follows:

1. **Performance Details.** Performer will perform the following entertainment on the date(s) and at the location (s) specified below, for the listed fee(s) through the City's Parks and Recreation programs:

Performance Title(s)	Location(s)	Date(s)	Fee(s)
Potential New Boyfriend Swing Band	Lakeside Memorial Park Gazebo 95 E. Broadway Ave. Forest Lake, MN 55025	Tuesday, June 11, 2024	\$ 750.00

- a. Performers shall arrive on site no later than 5:30 PM (time).
 - b. All sound checks must be completed no later than 6:15 PM (time).
 - c. Performance will begin promptly at 6:30 PM (time).
 - d. The performance shall run until 8:30 PM (time).
2. **Independent Contractor.** No Performer will be considered an employee of the City at any time. Performer shall provide all required Workers' Compensation Insurance for all its employees as required by Minnesota state law.
3. **Content and Behavior Restrictions and Requirements.** Performer shall recognize that City of Forest Lake concerts are family events. All musical content, lyrics, and Performers' dress attire must be family appropriate for all ages. Profanity, suggestive lyrics, sexual innuendos, nudity, dress attire featuring tobacco, alcohol or drugs or items not suitable to be viewed by young children are **NOT** allowed under this agreement. Drug/alcohol use by Performer/s on the premises is **NOT** permitted under this agreement. To adhere to copyright/licensing laws, all music performed must be either original works of the Performer or listed with ASCAP, BMI, or SESAC.

 Performer shall act faithfully, honestly, and to the best of its ability to render its performance within the recognized standards for its profession.
4. **Cancellation Policy.** The City reserves the right to cancel this Agreement for any reason.
 - a. The City may inform the performer of the cancellation in writing or verbally, subject to the following:

- i. *Up to 30 Days Before the Performance.* If the City cancels this Agreement up to 30 days prior to the performance, no fee shall be due to the Performer.
 - ii. *Between 30 days and 24 hours.* If the City cancels this Agreement less than 30 days but more than 24 hours prior to the performance, the Performer shall receive 20% of the total fee described in this Agreement. Payment will be mailed to Performer within 30 days pursuant to the terms in paragraph 9.
 - iii. *Less than 24 hours.* If the City cancels this Agreement less than 24 hours prior to the performance, the City shall pay according to the following:
 - 1) If the City cancels prior to the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 25% of the total fee described in this Agreement which will be mailed to the Performer within 30 days pursuant to the terms in paragraph 9.
 - 2) If the City cancels after the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 100% of the total fee described in this Agreement which will be paid at the event.
 - b. The Performer may cancel by providing the City with written or verbal notice, subject to the following:
 - i. *No Show.* If the Performer cancels the performance at any time before the performance is scheduled to begin, or does not show up for the performance, Performer shall receive 0% of the total fee described in this Agreement.
 - ii. *Less than Substantial Completion.* If the Performer performs for ninety minutes or less, the City shall pay Performer 50% of the total fee described in this Agreement, to be paid within 30 days of the performance.
5. **Media Release.** The Performer, and each individual member of the group if Performer is a group, gives their permission to be filmed by City's staff and/or local media present at the public event, and to be photographed or have their performance filmed. Performer and its members agree to the terms of the Entertainment Photo Release Form attached and give authorization to have photos taken at the event used for City's publicity now and in the future.
 6. **Promotion.** The Performer may publicize its performance at Arts in the Park event; it is encouraged to promote their performance to their fan base.
 7. **Agreement.** The Performer agrees to sign and return this Agreement to the City for execution no later than March 29, 2024.
 8. **Payment.** Performer agrees to submit a 2024 W9 to the City at the time of execution of this agreement. City must obtain a W9 to process payment; checks will be made out to the name and address as listed on the provided W9.

The City shall pay the Performer immediately upon completion of the performance the sum of the amount listed above; payment will be made in full. No payment shall be made to

Performer if Performer fails to comply with the terms in this Agreement including providing musical entertainment on the date and time listed above and completion.

9. **Indemnification.** By signing this agreement, Performer agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from and against any and all liability from any and all claims, injuries, damages, losses or suits including attorney fees, which may be suffered by Performer or attendees at the Arts in the Park event arising out of, or in any way connected with Performer's performance of this Agreement.

Performer further agrees to maintain an insurance policy providing commercial general liability insurance in the amount of one million five hundred thousand dollars (\$1,500,000) general aggregate, which shall name the City of Forest Lake as additional insured, a copy of which shall be provided to City at the time this agreement is executed. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. Alternatively, if Performer does not maintain the insurance policy described above, Performer may execute a Waiver and Release in a form provided by the City which shall require Performer to be personally responsible for all claims, causes of action, lawsuits, damages, losses, or expenses arising out of or in any way connected with the performance of this Agreement. Such Waiver and Release shall be executed by Performer and shall be provided to the City at the time of the execution of this Agreement. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Performer, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

The Performer shall reimburse the City of Forest Lake, in full, for any damage to City property which may arise from, or in connection with, the Performer's entertainment and is determined to be caused by the negligence of the Performer.

10. **Merger and Supersedes.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between parties.

Signed and mutually agreed to this 19 day of February, 2024.

CITY OF FOREST LAKE

By: _____
Mara Bain, Mayor

Date: _____

CITY OF FOREST LAKE

Attest: _____
Kristina Handt, Interim City Administrator

Date: _____

Authorized Representative for
PERFORMER

By: Nicholas Martin

Print Name: Nicholas Martin

Group Name: Potential New Boyfriend, d/b/a PNB LLC

Date: 2/19/24

Parks and Recreation Division



**CITY OF FOREST LAKE
ENTERTAINMENT PERFORMANCE AGREEMENT**

This Agreement, dated this 22nd day of FEBRUARY, 2024, is entered into by and between the City of Forest Lake ("City"), 1408 Lake Street South, Forest Lake, MN 55025 and GARY GROWDEN ("Performer").

In consideration of the terms and conditions herein, the parties hereto covenant and agree as follows:

1. **Performance Details.** Performer will perform the following entertainment on the date(s) and at the location (s) specified below, for the listed fee(s) through the City's Parks and Recreation programs:

Performance Title(s)	Location(s)	Date(s)	Fee(s)
Gary Growden	Lakeside Memorial Park Gazebo 95 E. Broadway Ave. Forest Lake, MN 55025	Tuesday, June 25, 2024	\$ 750.00

- a. Performers shall arrive on site no later than 5:30 PM (time).
 - b. All sound checks must be completed no later than 6:15 PM (time).
 - c. Performance will begin promptly at 6:30 PM (time).
 - d. The performance shall run until 8:30 PM (time).
2. **Independent Contractor.** No Performer will be considered an employee of the City at any time. Performer shall provide all required Workers' Compensation Insurance for all its employees as required by Minnesota state law.
3. **Content and Behavior Restrictions and Requirements.** Performer shall recognize that City of Forest Lake concerts are family events. All musical content, lyrics, and Performers' dress attire must be family appropriate for all ages. Profanity, suggestive lyrics, sexual innuendos, nudity, dress attire featuring tobacco, alcohol or drugs or items not suitable to be viewed by young children are **NOT** allowed under this agreement. Drug/alcohol use by Performer/s on the premises is **NOT** permitted under this agreement. To adhere to copyright/licensing laws, all music performed must be either original works of the Performer or listed with ASCAP, BMI, or SESAC.

Performer shall act faithfully, honestly, and to the best of its ability to render its performance within the recognized standards for its profession.

4. **Cancellation Policy.** The City reserves the right to cancel this Agreement for any reason.
 - a. The City may inform the performer of the cancellation in writing or verbally, subject to the following:

- i. *Up to 30 Days Before the Performance.* If the City cancels this Agreement up to 30 days prior to the performance, no fee shall be due to the Performer.
 - ii. *Between 30 days and 24 hours.* If the City cancels this Agreement less than 30 days but more than 24 hours prior to the performance, the Performer shall receive 20% of the total fee described in this Agreement. Payment will be mailed to Performer within 30 days pursuant to the terms in paragraph 9.
 - iii. *Less than 24 hours.* If the City cancels this Agreement less than 24 hours prior to the performance, the City shall pay according to the following:
 - 1) If the City cancels prior to the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 25% of the total fee described in this Agreement which will be mailed to the Performer within 30 days pursuant to the terms in paragraph 9.
 - 2) If the City cancels after the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 100% of the total fee described in this Agreement which will be paid at the event.
 - b. The Performer may cancel by providing the City with written or verbal notice, subject to the following:
 - i. *No Show.* If the Performer cancels the performance at any time before the performance is scheduled to begin, or does not show up for the performance, Performer shall receive 0% of the total fee described in this Agreement.
 - ii. *Less than Substantial Completion.* If the Performer performs for ninety minutes or less, the City shall pay Performer 50% of the total fee described in this Agreement, to be paid within 30 days of the performance.
5. **Media Release.** The Performer, and each individual member of the group if Performer is a group; gives their permission to be filmed by City's staff and/or local media present at the public event, and to be photographed or have their performance filmed. Performer and its members agree to the terms of the Entertainment Photo Release Form attached and give authorization to have photos taken at the event used for City's publicity now and in the future.
 6. **Promotion.** The Performer may publicize its performance at Arts in the Park event; it is encouraged to promote their performance to their fan base.
 7. **Agreement.** The Performer agrees to sign and return this Agreement to the City for execution no later than March 29, 2024.
 8. **Payment.** Performer agrees to submit a 2024 W9 to the City at the time of execution of this agreement. City must obtain a W9 to process payment; checks will be made out to the name and address as listed on the provided W9.

The City shall pay the Performer immediately upon completion of the performance the sum of the amount listed above; payment will be made in full. No payment shall be made to

Performer if Performer fails to comply with the terms in this Agreement including providing musical entertainment on the date and time listed above and completion.

9. **Indemnification.** By signing this agreement, Performer agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from and against any and all liability from any and all claims, injuries, damages, losses or suits including attorney fees, which may be suffered by Performer or attendees at the Arts in the Park event arising out of, or in any way connected with Performer's performance of this Agreement.

Performer further agrees to maintain an insurance policy providing commercial general liability insurance in the amount of one million five hundred thousand dollars (\$1,500,000) general aggregate, which shall name the City of Forest Lake as additional insured, a copy of which shall be provided to City at the time this agreement is executed. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. Alternatively, if Performer does not maintain the insurance policy described above, Performer may execute a Waiver and Release in a form provided by the City which shall require Performer to be personally responsible for all claims, causes of action, lawsuits, damages, losses, or expenses arising out of or in any way connected with the performance of this Agreement. Such Waiver and Release shall be executed by Performer and shall be provided to the City at the time of the execution of this Agreement. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Performer, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

The Performer shall reimburse the City of Forest Lake, in full, for any damage to City property which may arise from, or in connection with, the Performer's entertainment and is determined to be caused by the negligence of the Performer.

10. **Merger and Supersedes.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between parties.

Signed and mutually agreed to this 22nd day of FEBRUARY, 2024.

CITY OF FOREST LAKE

By: _____
Mara Bain, Mayor

Date: _____

CITY OF FOREST LAKE

Attest: _____
Kristina Handt, Interim City Administrator

Date: _____

Authorized Representative for
PERFORMER

By: 

Print Name: GARY GROUDEN

Group Name: GARY GROUDEN

Date: 2/22/24

Parks and Recreation Division



**CITY OF FOREST LAKE
ENTERTAINMENT PERFORMANCE AGREEMENT**

This Agreement, dated this 26 day of March, 2024, is entered into by and between the City of Forest Lake ("City"), 1408 Lake Street South, Forest Lake, MN 55025 and Church of Cash ("Performer").

In consideration of the terms and conditions herein, the parties hereto covenant and agree as follows:

1. **Performance Details.** Performer will perform the following entertainment on the date(s) and at the location (s) specified below, for the listed fee(s) through the City's Parks and Recreation programs:

Performance Title(s)	Location(s)	Date(s)	Fee(s)
Church of Cash	Lakeside Memorial Park Gazebo 95 E. Broadway Ave. Forest Lake, MN 55025	Tuesday, July 9, 2024	\$ 3,000

- a. Performers shall arrive on site no later than 5:30 PM (time).
 - b. All sound checks must be completed no later than 6:15 PM (time).
 - c. Performance will begin promptly at 6:30 PM (time).
 - d. The performance shall run until 8:30 PM (time).
2. **Independent Contractor.** No Performer will be considered an employee of the City at any time. Performer shall provide all required Workers' Compensation Insurance for all its employees as required by Minnesota state law.
3. **Content and Behavior Restrictions and Requirements.** Performer shall recognize that City of Forest Lake concerts are family events. All musical content, lyrics, and Performers' dress attire must be family appropriate for all ages. Profanity, suggestive lyrics, sexual innuendos, nudity, dress attire featuring tobacco, alcohol or drugs or items not suitable to be viewed by young children are **NOT** allowed under this agreement. Drug/alcohol use by Performer/s on the premises is **NOT** permitted under this agreement. To adhere to copyright/licensing laws, all music performed must be either original works of the Performer or listed with ASCAP, BMI, or SESAC.

Performer shall act faithfully, honestly, and to the best of its ability to render its performance within the recognized standards for its profession.

4. **Cancellation Policy.** The City reserves the right to cancel this Agreement for any reason.
 - a. The City may inform the performer of the cancellation in writing or verbally, subject to the following:

- i. *Up to 30 Days Before the Performance.* If the City cancels this Agreement up to 30 days prior to the performance, no fee shall be due to the Performer.
 - ii. *Between 30 days and 24 hours.* If the City cancels this Agreement less than 30 days but more than 24 hours prior to the performance, the Performer shall receive 20% of the total fee described in this Agreement. Payment will be mailed to Performer within 30 days pursuant to the terms in paragraph 9.
 - iii. *Less than 24 hours.* If the City cancels this Agreement less than 24 hours prior to the performance, the City shall pay according to the following:
 - 1) If the City cancels prior to the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 25% of the total fee described in this Agreement which will be mailed to the Performer within 30 days pursuant to the terms in paragraph 9.
 - 2) If the City cancels after the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 100% of the total fee described in this Agreement which will be paid at the event.
 - b. The Performer may cancel by providing the City with written or verbal notice, subject to the following:
 - i. *No Show.* If the Performer cancels the performance at any time before the performance is scheduled to begin, or does not show up for the performance, Performer shall receive 0% of the total fee described in this Agreement.
 - ii. *Less than Substantial Completion.* If the Performer performs for ninety minutes or less, the City shall pay Performer 50% of the total fee described in this Agreement, to be paid within 30 days of the performance.
5. **Media Release.** The Performer, and each individual member of the group if Performer is a group, gives their permission to be filmed by City's staff and/or local media present at the public event, and to be photographed or have their performance filmed. Performer and its members agree to the terms of the Entertainment Photo Release Form attached and give authorization to have photos taken at the event used for City's publicity now and in the future.
 6. **Promotion.** The Performer may publicize its performance at Arts in the Park event; it is encouraged to promote their performance to their fan base.
 7. **Agreement.** The Performer agrees to sign and return this Agreement to the City for execution no later than March 29, 2024.
 8. **Payment.** Performer agrees to submit a 2024 W9 to the City at the time of execution of this agreement. City must obtain a W9 to process payment; checks will be made out to the name and address as listed on the provided W9.

The City shall pay the Performer immediately upon completion of the performance the sum of the amount listed above; payment will be made in full. No payment shall be made to

Performer if Performer fails to comply with the terms in this Agreement including providing musical entertainment on the date and time listed above and completion.

9. **Indemnification.** By signing this agreement, Performer agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from and against any and all liability from any and all claims, injuries, damages, losses or suits including attorney fees, which may be suffered by Performer or attendees at the Arts in the Park event arising out of, or in any way connected with Performer's performance of this Agreement.

Performer further agrees to maintain an insurance policy providing commercial general liability insurance in the amount of one million five hundred thousand dollars (\$1,500,000) general aggregate, which shall name the City of Forest Lake as additional insured, a copy of which shall be provided to City at the time this agreement is executed. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. Alternatively, if Performer does not maintain the insurance policy described above, Performer may execute a Waiver and Release in a form provided by the City which shall require Performer to be personally responsible for all claims, causes of action, lawsuits, damages, losses, or expenses arising out of or in any way connected with the performance of this Agreement. Such Waiver and Release shall be executed by Performer and shall be provided to the City at the time of the execution of this Agreement. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Performer, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

The Performer shall reimburse the City of Forest Lake, in full, for any damage to City property which may arise from, or in connection with, the Performer's entertainment and is determined to be caused by the negligence of the Performer.

10. **Merger and Supersedes.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between parties.

Signed and mutually agreed to this 26 day of March, 2024.

CITY OF FOREST LAKE

By: _____
Mara Bain, Mayor

Date: _____

CITY OF FOREST LAKE

Attest: _____
Kristina Handt, Interim City Administrator

Date: _____

Authorized Representative for
PERFORMER

By: Church of Cash - Jay Kalk

Print Name: Jay Kalk

Group Name: Church of Cash

Date: 3/26/2024

Parks and Recreation Division



**CITY OF FOREST LAKE
ENTERTAINMENT PERFORMANCE AGREEMENT**

This Agreement, dated this 12th day of FEBRUARY, 2024, is entered into by and between the City of Forest Lake ("City"), 1408 Lake Street South, Forest Lake, MN 55025 and SAMANTHA GRIMES ("Performer").

In consideration of the terms and conditions herein, the parties hereto covenant and agree as follows:

1. **Performance Details.** Performer will perform the following entertainment on the date(s) and at the location (s) specified below, for the listed fee(s) through the City's Parks and Recreation programs:

Performance Title(s)	Location(s)	Date(s)	Fee(s)
Samantha Grimes	Lakeside Memorial Park Gazebo 95 E. Broadway Ave. Forest Lake, MN 55025	Tuesday, July 16, 2024	\$ 750.00

- Performers shall arrive on site no later than 5:30 PM (time).
 - All sound checks must be completed no later than 6:15 PM (time).
 - Performance will begin promptly at 6:30 PM (time).
 - The performance shall run until 8:30 PM (time).
2. **Independent Contractor.** No Performer will be considered an employee of the City at any time. Performer shall provide all required Workers' Compensation Insurance for all its employees as required by Minnesota state law.
3. **Content and Behavior Restrictions and Requirements.** Performer shall recognize that City of Forest Lake concerts are family events. All musical content, lyrics, and Performers' dress attire must be family appropriate for all ages. Profanity, suggestive lyrics, sexual innuendos, nudity, dress attire featuring tobacco, alcohol or drugs or items not suitable to be viewed by young children are **NOT** allowed under this agreement. Drug/alcohol use by Performer/s on the premises is **NOT** permitted under this agreement. To adhere to copyright/licensing laws, all music performed must be either original works of the Performer or listed with ASCAP, BMI, or SESAC.

Performer shall act faithfully, honestly, and to the best of its ability to render its performance within the recognized standards for its profession.

4. **Cancellation Policy.** The City reserves the right to cancel this Agreement for any reason.
- The City may inform the performer of the cancellation in writing or verbally, subject to the following:

- i. *Up to 30 Days Before the Performance.* If the City cancels this Agreement up to 30 days prior to the performance, no fee shall be due to the Performer.
 - ii. *Between 30 days and 24 hours.* If the City cancels this Agreement less than 30 days but more than 24 hours prior to the performance, the Performer shall receive 20% of the total fee described in this Agreement. Payment will be mailed to Performer within 30 days pursuant to the terms in paragraph 9.
 - iii. *Less than 24 hours.* If the City cancels this Agreement less than 24 hours prior to the performance, the City shall pay according to the following:
 - 1) If the City cancels prior to the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 25% of the total fee described in this Agreement which will be mailed to the Performer within 30 days pursuant to the terms in paragraph 9.
 - 2) If the City cancels after the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 100% of the total fee described in this Agreement which will be paid at the event.
 - b. The Performer may cancel by providing the City with written or verbal notice, subject to the following:
 - i. *No Show.* If the Performer cancels the performance at any time before the performance is scheduled to begin, or does not show up for the performance, Performer shall receive 0% of the total fee described in this Agreement.
 - ii. *Less than Substantial Completion.* If the Performer performs for ninety minutes or less, the City shall pay Performer 50% of the total fee described in this Agreement, to be paid within 30 days of the performance.
5. **Media Release.** The Performer, and each individual member of the group if Performer is a group, gives their permission to be filmed by City's staff and/or local media present at the public event, and to be photographed or have their performance filmed. Performer and its members agree to the terms of the Entertainment Photo Release Form attached and give authorization to have photos taken at the event used for City's publicity now and in the future.
 6. **Promotion.** The Performer may publicize its performance at Arts in the Park event; it is encouraged to promote their performance to their fan base.
 7. **Agreement.** The Performer agrees to sign and return this Agreement to the City for execution no later than March 29, 2024.
 8. **Payment.** Performer agrees to submit a 2024 W9 to the City at the time of execution of this agreement. City must obtain a W9 to process payment; checks will be made out to the name and address as listed on the provided W9.

The City shall pay the Performer immediately upon completion of the performance the sum of the amount listed above; payment will be made in full. No payment shall be made to

Performer if Performer fails to comply with the terms in this Agreement including providing musical entertainment on the date and time listed above and completion.

9. **Indemnification.** By signing this agreement, Performer agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from and against any and all liability from any and all claims, injuries, damages, losses or suits including attorney fees, which may be suffered by Performer or attendees at the Arts in the Park event arising out of, or in any way connected with Performer's performance of this Agreement.

Performer further agrees to maintain an insurance policy providing commercial general liability insurance in the amount of one million five hundred thousand dollars (\$1,500,000) general aggregate, which shall name the City of Forest Lake as additional insured, a copy of which shall be provided to City at the time this agreement is executed. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. Alternatively, if Performer does not maintain the insurance policy described above, Performer may execute a Waiver and Release in a form provided by the City which shall require Performer to be personally responsible for all claims, causes of action, lawsuits, damages, losses, or expenses arising out of or in any way connected with the performance of this Agreement. Such Waiver and Release shall be executed by Performer and shall be provided to the City at the time of the execution of this Agreement. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Performer, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

The Performer shall reimburse the City of Forest Lake, in full, for any damage to City property which may arise from, or in connection with, the Performer's entertainment and is determined to be caused by the negligence of the Performer.

10. **Merger and Supersedes.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between parties.

Signed and mutually agreed to this 12th day of FEBRUARY, 2024.

CITY OF FOREST LAKE

By: _____
Mara Bain, Mayor

Date: _____

CITY OF FOREST LAKE

Attest: _____
Kristina Handt, Interim City Administrator

Date: _____

Authorized Representative for
PERFORMER

By: Samantha Grimes Spier & Jun

Print Name: Samantha Grimes

Group Name: Samantha Grimes

Date: 2/12/2024

Parks and Recreation Division



**CITY OF FOREST LAKE
ENTERTAINMENT PERFORMANCE AGREEMENT**

This Agreement, dated this 5th day of March, 2024, is entered into by and between the City of Forest Lake ("City"), 1408 Lake Street South, Forest Lake, MN 55025 and Kyle Tennis ("Performer").

In consideration of the terms and conditions herein, the parties hereto covenant and agree as follows:

1. **Performance Details.** Performer will perform the following entertainment on the date(s) and at the location (s) specified below, for the listed fee(s) through the City's Parks and Recreation programs:

Performance Title(s)	Location(s)	Date(s)	Fee(s)
Riverside Rockets	Lakeside Memorial Park Gazebo 95 E. Broadway Ave. Forest Lake, MN 55025	Tuesday, July 30, 2024	\$2,000

- a. Performers shall arrive on site no later than 5:30 PM (time).
 - b. All sound checks must be completed no later than 6:15 PM (time).
 - c. Performance will begin promptly at 6:30 PM (time).
 - d. The performance shall run until 8:30 PM (time).
2. **Independent Contractor.** No Performer will be considered an employee of the City at any time. Performer shall provide all required Workers' Compensation Insurance for all its employees as required by Minnesota state law.
3. **Content and Behavior Restrictions and Requirements.** Performer shall recognize that City of Forest Lake concerts are family events. All musical content, lyrics, and Performers' dress attire must be family appropriate for all ages. Profanity, suggestive lyrics, sexual innuendos, nudity, dress attire featuring tobacco, alcohol or drugs or items not suitable to be viewed by young children are **NOT** allowed under this agreement. Drug/alcohol use by Performer/s on the premises is **NOT** permitted under this agreement. To adhere to copyright/licensing laws, all music performed must be either original works of the Performer or listed with ASCAP, BMI, or SESAC.

Performer shall act faithfully, honestly, and to the best of its ability to render its performance within the recognized standards for its profession.

4. **Cancellation Policy.** The City reserves the right to cancel this Agreement for any reason.
 - a. The City may inform the performer of the cancellation in writing or verbally, subject to the following:

- i. *Up to 30 Days Before the Performance.* If the City cancels this Agreement up to 30 days prior to the performance, no fee shall be due to the Performer.
 - ii. *Between 30 days and 24 hours.* If the City cancels this Agreement less than 30 days but more than 24 hours prior to the performance, the Performer shall receive 20% of the total fee described in this Agreement. Payment will be mailed to Performer within 30 days pursuant to the terms in paragraph 9.
 - iii. *Less than 24 hours.* If the City cancels this Agreement less than 24 hours prior to the performance, the City shall pay according to the following:
 - 1) If the City cancels prior to the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 25% of the total fee described in this Agreement which will be mailed to the Performer within 30 days pursuant to the terms in paragraph 9.
 - 2) If the City cancels after the time the Performer must arrive on site as described in paragraph 1, the Performer shall receive 100% of the total fee described in this Agreement which will be paid at the event.
 - b. The Performer may cancel by providing the City with written or verbal notice, subject to the following:
 - i. *No Show.* If the Performer cancels the performance at any time before the performance is scheduled to begin, or does not show up for the performance, Performer shall receive 0% of the total fee described in this Agreement.
 - ii. *Less than Substantial Completion.* If the Performer performs for ninety minutes or less, the City shall pay Performer 50% of the total fee described in this Agreement, to be paid within 30 days of the performance.
5. **Media Release.** The Performer, and each individual member of the group if Performer is a group, gives their permission [REDACTED] to be photographed [REDACTED]. Performer and its members agree to the terms of the Entertainment Photo Release Form attached and give authorization to have photos taken at the event used for City's publicity now and in the future.
6. **Promotion.** The Performer may publicize its performance at Arts in the Park event; it is encouraged to promote their performance to their fan base.
7. **Agreement.** The Performer agrees to sign and return this Agreement to the City for execution no later than March 29, 2024.
8. **Payment.** Performer agrees to submit a 2024 W9 to the City at the time of execution of this agreement. City must obtain a W9 to process payment; checks will be made out to the name and address as listed on the provided W9.

The City shall pay the Performer immediately upon completion of the performance the sum of the amount listed above; payment will be made in full. No payment shall be made to

Performer if Performer fails to comply with the terms in this Agreement including providing musical entertainment on the date and time listed above and completion.

9. **Indemnification.** By signing this agreement, Performer agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from and against any and all liability from any and all claims, injuries, damages, losses or suits including attorney fees, which may be suffered by Performer or attendees at the Arts in the Park event arising out of, or in any way connected with Performer's performance of this Agreement.

Performer further agrees to maintain an insurance policy providing commercial general liability insurance in the amount of one million five hundred thousand dollars (\$1,500,000) general aggregate, which shall name the City of Forest Lake as additional insured, a copy of which shall be provided to City at the time this agreement is executed. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. Alternatively, if Performer does not maintain the insurance policy described above, Performer may execute a Waiver and Release in a form provided by the City which shall require Performer to be personally responsible for all claims, causes of action, lawsuits, damages, losses, or expenses arising out of or in any way connected with the performance of this Agreement. Such Waiver and Release shall be executed by Performer and shall be provided to the City at the time of the execution of this Agreement. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Performer, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

The Performer shall reimburse the City of Forest Lake, in full, for any damage to City property which may arise from, or in connection with, the Performer's entertainment and is determined to be caused by the negligence of the Performer.

10. **Merger and Supersedes.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between parties.

Signed and mutually agreed to this ____ day of _____, 2024.

CITY OF FOREST LAKE

By: _____
Mara Bain, Mayor

Date: _____

CITY OF FOREST LAKE

Attest: _____
Kristina Handt, Interim City Administrator

Date: _____

Authorized Representative for
PERFORMER

By: Kyle Tennis

Print Name: Kyle Tennis

Group Name: The Riverside Rockets

Date: 3/5/24

Parks and Recreation Division



**CITY OF FOREST LAKE
ENTERTAINMENT PERFORMANCE AGREEMENT**

This Agreement, dated this 15th day of February, 2024, is entered into by and between the City of Forest Lake ("City"), 1408 Lake Street South, Forest Lake, MN 55025 and Sean & Ian Okamoto (former).

In consideration of the terms and conditions herein, the parties hereto covenant and agree as follows:

1. **Performance Details.** Performer will perform the following entertainment on the date(s) and at the location (s) specified below, for the listed fee(s) through the City's Parks and Recreation programs:

Performance Title(s)	Location(s)	Date(s)	Fee(s)
Sean & Ian Okamoto	Lakeside Memorial Park Gazebo 95 E. Broadway Ave. Forest Lake, MN 55025	Tuesday, August 13, 2024	\$ 750.00

- a. Performers shall arrive on site no later than 5:30 PM (time).
 - b. All sound checks must be completed no later than 6:15 PM (time).
 - c. Performance will begin promptly at 6:30 PM (time).
 - d. The performance shall run until 8:30 PM (time).
2. **Independent Contractor.** No Performer will be considered an employee of the City at any time. Performer shall provide all required Workers' Compensation Insurance for all its employees as required by Minnesota state law.
3. **Content and Behavior Restrictions and Requirements.** Performer shall recognize that City of Forest Lake concerts are family events. All musical content, lyrics, and Performers' dress attire must be family appropriate for all ages. Profanity, suggestive lyrics, sexual innuendos, nudity, dress attire featuring tobacco, alcohol or drugs or items not suitable to be viewed by young children are **NOT** allowed under this agreement. Drug/alcohol use by Performer/s on the premises is **NOT** permitted under this agreement. To adhere to copyright/licensing laws, all music performed must be either original works of the Performer or listed with ASCAP, BMI, or SESAC.
- Performer shall act faithfully, honestly, and to the best of its ability to render its performance within the recognized standards for its profession.

4. **Cancellation Policy.** The City reserves the right to cancel this Agreement for any reason.
- a. The City may inform the performer of the cancellation in writing or verbally, subject to the following:

Performer if Performer fails to comply with the terms in this Agreement including providing musical entertainment on the date and time listed above and completion.

9. **Indemnification.** By signing this agreement, Performer agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from and against any and all liability from any and all claims, injuries, damages, losses or suits including attorney fees, which may be suffered by Performer or attendees at the Arts in the Park event arising out of, or in any way connected with Performer's performance of this Agreement.

Performer further agrees to maintain an insurance policy providing commercial general liability insurance in the amount of one million five hundred thousand dollars (\$1,500,000) general aggregate, which shall name the City of Forest Lake as additional insured, a copy of which shall be provided to City at the time this agreement is executed. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. Alternatively, if Performer does not maintain the insurance policy described above, Performer may execute a Waiver and Release in a form provided by the City which shall require Performer to be personally responsible for all claims, causes of action, lawsuits, damages, losses, or expenses arising out of or in any way connected with the performance of this Agreement. Such Waiver and Release shall be executed by Performer and shall be provided to the City at the time of the execution of this Agreement. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Performer, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

The Performer shall reimburse the City of Forest Lake, in full, for any damage to City property which may arise from, or in connection with, the Performer's entertainment and is determined to be caused by the negligence of the Performer.

10. **Merger and Supersedes.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between parties.

Signed and mutually agreed to this 12th day of FEBRUARY, 2024.

CITY OF FOREST LAKE

By: _____
Mara Bain, Mayor

Date: _____

CITY OF FOREST LAKE

Attest: _____
Kristina Handt, Interim City Administrator

Date: _____

Authorized Representative for
PERFORMER

By: SEAN OKAMOTO

Print Name: SEAN OKAMOTO

Group Name: SEAN E. OKAMOTO

Date: 2-15-24


Office of Engineering

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

May 6, 2024

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

RE: Forest Lake Municipal Airport (25D) Taxilane Bravo and Taxiway A3 Extension
Approve Permanent Easement Agreement for Lot 1, Block 1 of Deponti First Addition

Dear Mayor and Council:

For the Taxilane Bravo and Taxiway A3 Extension project, the public sanitary sewer extensions will require the City to grant and record a drainage and utility easement over the sanitary sewer, so the project is able to be designed to MPCA standards for public sanitary sewer mains instead of Mn Department of Labor and Industry (Mn DLI) building sewer standards. City standards are in line with MPCA standards.

Mn DLI has review jurisdiction over any utilities outside of public right of way or easements. So even though the new public sanitary sewer is on City property, the City will have to grant themselves a drainage and utility easement over the sanitary sewer as discussed above.

At this time, we recommend the City approve the enclosed Permanent Drainage and Utility Easement Agreement for Lot 1, Block 1 of the Deponti First Addition plat and authorize the Mayor and City Clerk to sign the agreement.

Once the easement agreement is approved and executed, the City should record these documents with Washington County.

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

Sincerely,

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

Enclosure: Permanent Drainage and Utility Easement Agreement for Lot 1, Block 1 of Deponti First Addition

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

PERMANENT DRAINAGE AND UTILITY EASEMENT

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

PROPERTY DESCRIPTION

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

PERMANENT EASEMENT DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

EXEMPT FROM STATE DEED TAX

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

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

LANDOWNER:
CITY OF FOREST LAKE

Mara Bain, Mayor

Jollen Chaika, 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 Jolleen Chaika, 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.

Notary Public

CITY:
CITY OF FOREST LAKE

 Mara Bain, Mayor

 Jolleen Chaika, 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 Jolleen Chaika, 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.

 Notary Public

This Instrument Was Drafted By
And After Recording Return To:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Lot 1, Block 1, according to the recorded plat thereof, Deponti First Addition, Washington County, Minnesota.
(PID 20.032.21.24.0002)

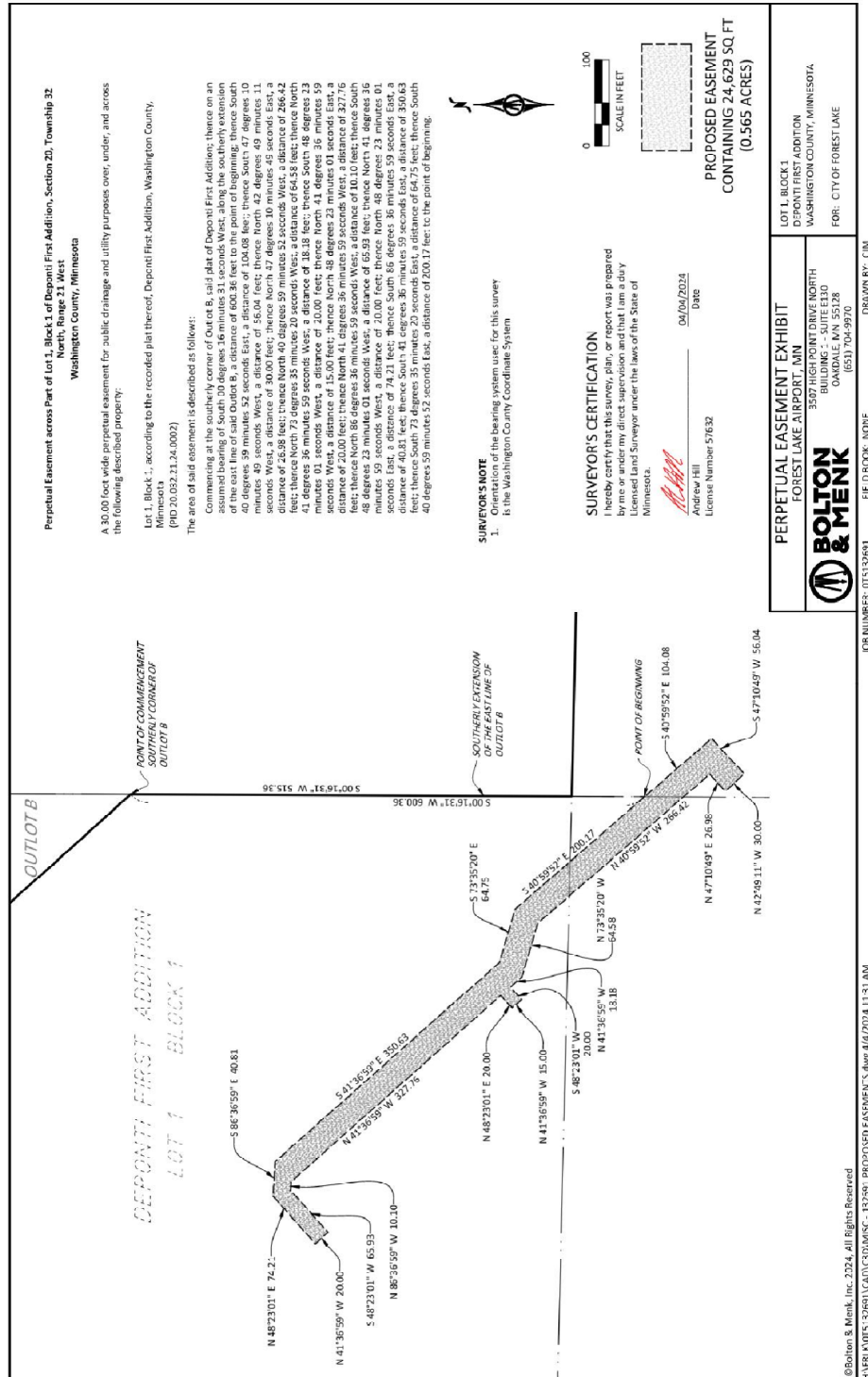
EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT DRAINAGE AND
UTILITY EASEMENT AREA

A 30.00 foot wide perpetual easement for public drainage and utility purposes over, under, and across the following described property:

Lot 1, Block 1, according to the recorded plat thereof, Deponti First Addition, Washington County, Minnesota.
(PID 20.032.21.24.0002)

The area of said easement is described as follows:

Commencing at the southerly corner of Outlot B, said plat of Deponti First Addition; thence on an assumed bearing of South 00 degrees 16 minutes 31 seconds West, along the southerly extension of the east line of said Outlot B, a distance of 600.36 feet to the point of beginning; thence South 40 degrees 59 minutes 52 seconds East, a distance of 104.08 feet; thence South 47 degrees 10 minutes 49 seconds West, a distance of 56.04 feet; thence North 42 degrees 49 minutes 11 seconds West, a distance of 30.00 feet; thence North 47 degrees 10 minutes 49 seconds East, a distance of 26.98 feet; thence North 40 degrees 59 minutes 52 seconds West, a distance of 266.42 feet; thence North 73 degrees 35 minutes 20 seconds West, a distance of 64.58 feet; thence North 41 degrees 36 minutes 59 seconds West, a distance of 18.18 feet; thence South 48 degrees 23 minutes 01 seconds West, a distance of 20.00 feet; thence North 41 degrees 36 minutes 59 seconds West, a distance of 15.00 feet; thence North 48 degrees 23 minutes 01 seconds East, a distance of 20.00 feet; thence North 41 degrees 36 minutes 59 seconds West, a distance of 327.76 feet; thence North 86 degrees 36 minutes 59 seconds West, a distance of 10.10 feet; thence South 48 degrees 23 minutes 01 seconds West, a distance of 65.93 feet; thence North 41 degrees 36 minutes 59 seconds West, a distance of 20.00 feet; thence North 48 degrees 23 minutes 01 seconds East, a distance of 74.21 feet; thence South 86 degrees 36 minutes 59 seconds East, a distance of 40.81 feet; thence South 41 degrees 36 minutes 59 seconds East, a distance of 350.63 feet; thence South 73 degrees 35 minutes 20 seconds East, a distance of 64.75 feet; thence South 40 degrees 59 minutes 52 seconds East, a distance of 200.17 feet to the point of beginning.



**Office of Engineering**

1408 Lake Street South

Forest Lake, MN 55025

www.ci.forest-lake.mn.us

May 7, 2024

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

RE: North Shore Trail Pavement Maintenance Project
 Authorize Preparation of Plans and Specifications

Dear Mayor and Council:

As part of the City's Pavement Management and Capital Improvement Plan, we request the City Council authorize preparation of plans and specifications for bids, for the North Shore Trail Pavement Maintenance Project.

The scope of the project would be to remove and replace metal storm sewer culvert crossings, repair or rehab any sanitary sewer lines and/or manholes, reclaim the existing pavement into gravel base, correct grades to provide sufficient drainage off the pavement, install concrete curb and gutter where necessary to direct drainage to existing drainageways, correct areas of poor soils, pave 2 layers of bituminous to the existing widths, place striping, and install new signage. This project would not provide for any pedestrian facilities (sidewalks or bituminous pathways), repair residential driveway culverts, storm water basins/ponds, or provide any additional street lighting.

The City should anticipate funds in the amount of \$5,900,000 would be obtained by bonding to finance the maintenance project for the North Shore Trail. Extents of the proposed project are shown on the attached location map. The anticipated project schedule is as follows:

Authorize Plans & Specifications	May 13, 2024
Approve Plans & Specifications/Authorize Ad For Bid	February 10, 2025
Bid Opening	March 7, 2025
Possible Award at City Council Meeting	March 24, 2025

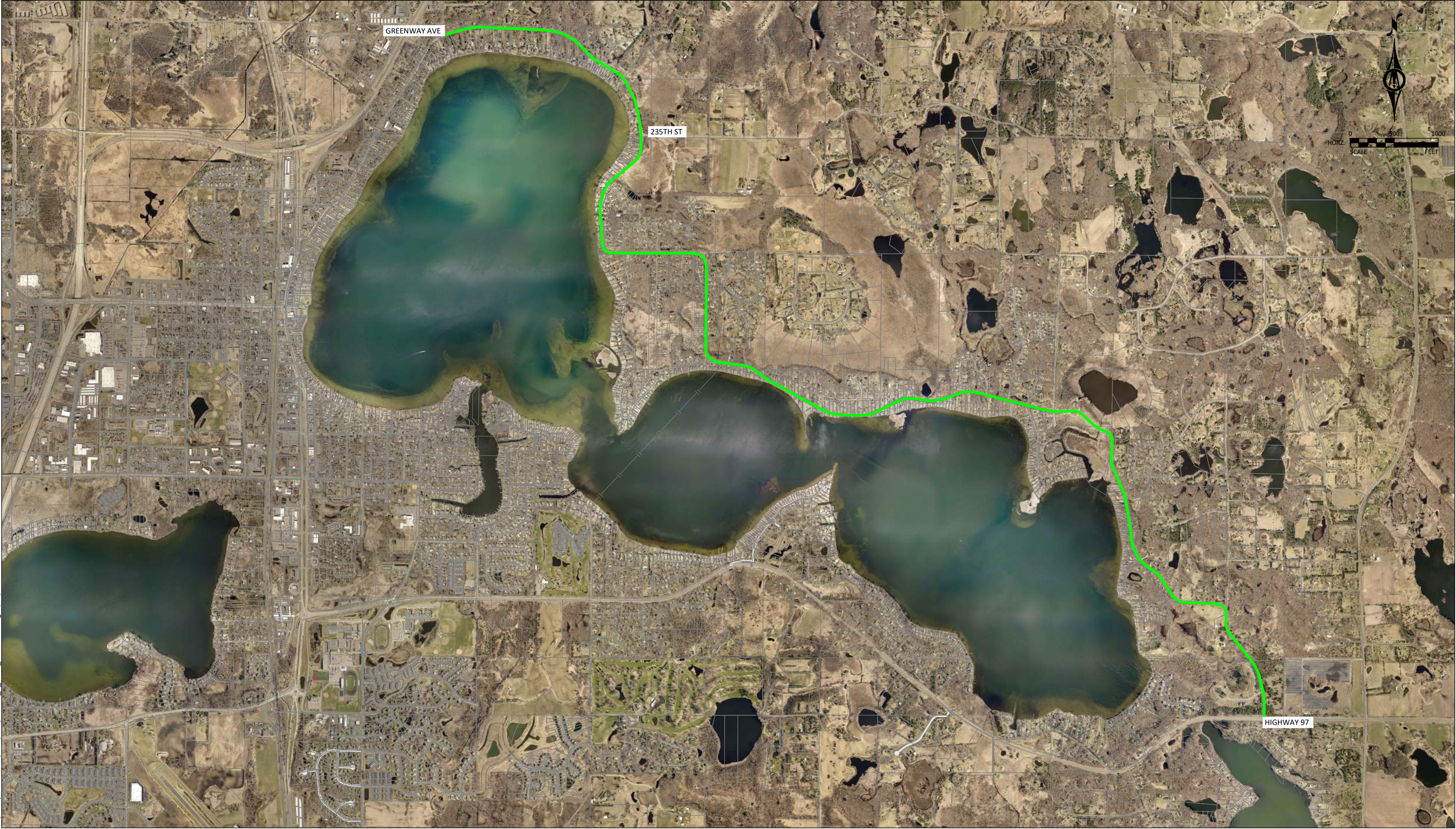
If you have any questions about the North Shore Trail Pavement Maintenance Project, please feel free to contact me before the council meeting at 612-597-7140.

Sincerely,

Ryan J. Goodman, P.E.
 City Engineer

Enclosure: Project Location Map

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



Date: May 13, 2024

Agenda Item: Fee Schedule Update for Airport Leases

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

The city council last updated the fee schedule at the February 12, 2024 meeting. Since that time, Resolution No 04-22-24-05 was adopted at the April 22, 2024 meeting which increased the ground lease rates at the airport by 2.6%. In order for them to become effective, the city also needs to update the fee for such in the fee schedule.

ISSUE BEFORE COUNCIL:

Should the Council approve Ordinance 737 amending the fee schedule to increase airport lease rates?

PROPOSAL/ANALYSIS:

Included in your packet is an amendment to the fee schedule to increase non-commercial ground lease rates at the airport to \$0.117/sq ft per year and commercial rates to \$0.176/sq ft per year. The new rates would be in place for the annual billing that goes out in June, due in July.

FISCAL IMPACT:

The increase in rate of 2.6% will increase that revenue source for the airport by that amount.

OPTIONS:

- 1) Approve Ordinance No 737 An Ordinance Amending City Code Chapter 35, Fees and Service Charges.
- 2) Amend and then Ordinance No 737 An Ordinance Amending City Code Chapter 35, Fees and Service Charges.
- 3) Do not Approve Ordinance No 737 An Ordinance Amending City Code Chapter 35, Fees and Service Charges.

RECOMMENDATIONS:

“Motion to Approve Ordinance No 737 An Ordinance Amending City Code Chapter 35, Fees and Service Charges.”

ATTACHMENT:

- Ordinance No 737 An Ordinance Amending City Code Chapter 35, Fees and Service Charges.

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

ORDINANCE NO. 737

AN ORDINANCE AMENDING CITY CODE CHAPTER 35, FEES AND SERVICE CHARGES

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

Section 1. Amendment. Title III, Administration, Chapter 35, Fees and Service Charges, of the Forest Lake City Code, Airport, is hereby amended as follows:

AIRPORT	
Hangar E	\$125.00/month
Hangar Lease Transfer	\$200.00/transaction
Non-Commercial Leased Land	\$0.114 <u>0.117</u> /sq. ft./year
Commercial Use Leased Land	\$0.172 <u>0.176</u> /sq. ft./year
Tie Downs	
Monthly	\$45.00/month
Daily	\$2.00/day

Section 2. Summary Publication. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance amends the rate for ground leases at the Forest Lake Airport

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

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

CITY OF FOREST LAKE

By: _____

Mara Bain

Its: Mayor

Attested:

By: _____

Jolleen Chaika

Its: City Clerk

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

Date: May 13, 2024
To: Mayor Mara Bain and City Councilor
From: Abbi Wittman, Community Development Director
Re: Boat Launch Relocation Evaluation/Downtown Shoreline Conceptual Design Plan

Introduction

In July, 2022, the City approved the Downtown Plan which outlined numerous projects that could occur in the downtown area in the next several decades. In 2023 budget discussions it was determined conducting a shoreline stabilization assessment and boat launch relocation study would be an appropriate next step to plan implementation.

In early 2023 the EDA authorized a two-phase project with TLAL-LI which would explore the potential relocation of the City's downtown boat launch and design concept plans to stabilize the Lakeside Memorial Park shoreline. Throughout September and November of last year, Bruce Chamberlain with TLAL-LI worked with City parks staff, Commission members, Councilmember Valento, Comfort Lake-Forest Lake Watershed district staff, and the Forest Lake Lake Association leadership to make recommendations for potential boat launch relocation and shoreline improvements. Enclosed is a final draft of that plan.

Boat Launch Relocation Summary

As the enclosed plan notes, the study analyzed two locations within close proximity to the existing launch. Both are located in and adjacent to City platted right-of-way (ROW). A third potential site, in the 2nd Avenue SE ROW was identified as a potential site early in the analysis but that site was not extensively analyzed due to public infrastructure and adjacent private development constraints.

The two sites analyzed were brought forth to the working committee for discussion. Though further away from the existing launch site, Alternative B (located in the 4th Avenue NE ROW and on adjacent – now privately owned – land) was determined to be most suitable as the site could accommodate the launch and as many parking stalls as the existing launch contains. Whereas, Alternative A (located in the 2nd Avenue NE ROW) would create parking challenges.

Lakeside Memorial Park Concept Summary

There are several goals to the redevelopment of the Lakeside Memorial Park shoreline. First, and foremost, is to stabilize the shoreline as the combination of annual ice heaving and insufficient riprap creates adverse shoreline conditions including erosion and annual riprap repair. Next, the varied uses in the park have resulted in hodge-podge development and have created (though sometimes mild) user conflicts. It was important to the working committee that the shoreline's redesign help unify the overall

design of Lakeside Memorial Park. Lastly, exploring consolidating like uses (predominantly for motorized uses) was important to ensure the shoreline remains accessible to non-motorized uses.

Two concepts for the shoreline were developed. Both concepts introduced a boardwalk/pier, contemplated plantings along with a rock shoreline, allow for non-motorized uses and other water access, while preserving the City's beach and existing park structures. However, there are mild differences. Concept Alternative B, recommended by the working committee, better preserves lake views. Additionally, the pedestrian pathways better respect the natural and manmade curvatures in the park and shoreline. This allows for multiple, natural and manmade water access points. Lastly, Alternative B is designed with a predominantly rock shoreline to help ensure long term stability.

Overall Findings

As the enclosed report summarizes, the features identified in both projects will come at a cost to the City. It is estimated the removal of the existing launch and the reconstruction in a different area will cost approximately \$1.1m; these costs do not include costs associated with private land acquisition in this area. Stabilization of the shoreline, which can occur with the existing launch in place, is estimated to cost approximately \$1.38m. Neither of these projects are in the City's Capital Improvement Plan at this time and no further funding is dedicated to this project.

Recommendation

At the EDA's meeting in April, the EDA made recommendation that the City Council approve the enclosed plan with a modification the *Add-Alt 14 Remote Trailer Spaces* associated with Boat Launch Alternative B (the preferred location of the boat launch) be removed from the final plan altogether. The basis for this included:

- The location of parking in this area is problematic for pedestrians as there is no safe crossing in this location.
- Concern was expressed that this should not be needed given the new boat launch location would accommodate the same number of trailer parking spaces as the existing launch location.
- The inclusion of this element in the final plan indicates this is something the City could or would be striving for in the future. Concern was raised that spending any time on securing these lands for these purposes detracted from the launch relocation project.

Staff recommends the City Council discuss the enclosed plan and move to accept the plan without the *Add-Alt 14 Remote Trailer Spaces* associated with the preferred concept plan. If the Council is favorable to acceptance of the plan, City staff will use it (as necessary) to engage with partner agencies and organizations when it future conversations arise. That said, with no funding dedicated to these two projects, it has not been determined these projects are a priority to which staff is dedicating resources to this year.

Requested Action

Staff recommends the City Council **move to accept the Downtown Shoreline Redesign and Boat Launch Relocation Study.**

March 12, 2024

Abbi Wittman, Community Development Director
City of Forest Lake
abbi.wittman@ci.forest-lake.mn.us

Subject: Final Submittal - Downtown Boat Launch Relocation & Shoreline Design Project.

Dear Abbi:

This letter in conjunction with the graphic packet for the project outlines the downtown analysis and conceptual design project completed by TLÂL-LI Collaborative for the City of Forest Lake. With this project, Forest Lake takes preliminary steps toward implementing two initiatives that will directly enhance the vitality and visitor experience of the downtown district as well as remove barriers to completing other important improvements. The initiatives are:

1. **Relocation of the downtown public boat launch and trailer parking.**
2. **Redesign of the Forest Lake shoreline within Lakeside Memorial Park.**

A working group, which met three times across several months, was established to advise on the project. Forest Lake will use this project as a platform from which to communicate project intent and design, prepare capital improvement plans, pursue grants and partnerships, and prepare future construction documents.

The Forest Lake Downtown Plan, adopted in 2022 identifies numerous capital improvement projects that represent incremental implementation of the downtown vision. The Plan is organized around key *findings* about downtown, Plan *directives* to address the findings and recommended *actions* important to accomplishing the directives. The following *finding/directive/actions* relate to the current work.

Finding. Lakeside Memorial Park is a tremendous asset that could accomplish even more visitor/recreational benefit. The lake itself is an under-utilized recreational asset that holds potential for greater programming through all seasons to draw people downtown.

Directive. Expand recreational programming in all seasons at Forest Lake's downtown shoreline.

Actions.

- Conduct boat launch relocation study to identify potential alternatives to downtown trailer parking, boat launch, or both.
- Secure and develop alternative boat trailer parking / boat launch site to allow for relocation of downtown facilities. The ideal location would be close to downtown but outside the core.
- Expand Lakeside Memorial Park across the relocated boat launch.
- Install expanded and more guest-friendly transient boat slips.
- Establish canoe/kayak launch and secure tie-up.
- Rehabilitate shoreline through Lakeside Memorial Park and add overlook/pedestrian water access.

BOAT LAUNCH & TRAILER PARKING RELOCATION

The downtown boat launch with twenty-one trailer parking stalls is the most active of three public launches on Forest Lake. The downtown launch is owned and operated by the City of Forest Lake, which has a DNR operating agreement through 2025 in exchange for funding granted when the launch was constructed.

Relocation of the downtown boat launch is a Downtown Plan directive for two reasons. First, because of ongoing parking and traffic circulation conflicts between general downtown patrons and boat trailers. Second, expanding Lakeside Memorial Park across the current boat launch can help address the growing popularity and space constraints of the park. The Plan acknowledges that the boat launch does have economic benefits for downtown but concludes that the negative impacts outweigh the positive; that the launch is having a stunting effect on downtown vibrancy; and that the launch would have greater economic benefits if positioned close by but outside the downtown core.

Leading up to a recommended relocation site, City and TLÂL-LI staff explored any potential sites within a few blocks of downtown and determined that three were worthy of analysis. The three are the current launch, a launch from NE 2nd Avenue with all remote parking across Hwy. 61, and a launch from NE 3rd Avenue with attached parking plus an additional parking alternative across Hwy. 61. See the attached graphic packet for more detailed depiction of the alternatives.

Evaluation of Alternatives

Existing launch

Pros

- It already exists.
- Capital repair and upkeep needs along with operational improvements are minor compared with the cost of a new launch.

Cons

- Even with operational improvements such as parking tickets, physical parking barriers, and better signage, the launch will continue to have some level of stunting effect on downtown economics.
- Downtown placement interferes with other Downtown Plan initiatives important to propelling private investments and downtown activation.
- The activity of the launch is a poor fit with the rhythms of downtown and the park.
- The need to accommodate the circulation demands of boat trailers will preclude creation of a better pedestrian environment between Lake Street and Lakeside Memorial Park.
- The current scattered trailer parking spaces cause confusion and conflicts. Consolidating trailer parking would represent a significant parking lot investment.
- Downtown economic benefits of the launch are likely minor compared with lost activity caused by a core downtown launch.

Alternative A (NE 2nd Ave.)

Pros

- The location has direct proximity to downtown but precludes the need to navigate trailers through downtown.
- Construction is likely eligible for DNR Legacy/Public Water Access grants.

Cons

- Requires willing sellers of two residential properties.
- A very confined site unless more than two properties are purchased.
- An undetermined, remote trailer parking location would be needed across Highway 61.

- A more expensive option than leaving the current launch in place.
- Shallow water levels at the shoreline may require periodic mechanical dredging.
- Overflow trailer parking (if deemed necessary) has negative attributes including Hwy. 61 ped crossing and impacts to redevelopment potential.

Alternative B (NE 4th Ave.)

Pros

- The location is currently an undeveloped property.
- Open space exists to co-locate the launch + more trailer parking than currently exists.
- Proximity to downtown with negligible impacts on residential streets.
- Potential for overflow trailer parking across Highway 61.
- Construction is likely eligible for DNR Legacy/Public Water Access grants.

Cons

- Requires a willing seller of property.
- A more expensive option than leaving the current launch in place.
- Shallow water levels at the shoreline may require periodic mechanical dredging.
- Overflow trailer parking (if deemed necessary) has negative attributes including Hwy. 61 ped crossing and impacts to redevelopment potential.

Recommendation

After evaluation by the Working Group, Alternative B, NE 4th Ave. became the clear recommendation. The site is located between a commercial funeral home to the south and NE 4th Avenue to the north. The launch and adjacent trailer parking would require acquisition of three vacant parcels totaling 0.8 acres and use of the lake-end of the 4th Avenue right-of-way. The dual-lane launch would include access docks, adjacent trailer parking, an inspection/cleaning bay, stormwater treatment, shoreline stabilization, landscaping, portable restrooms, potable water, furnishings, signage, and security lighting.

Twenty-seven boat trailer parking stalls could be placed adjacent to the launch (5 on-street, 22 in parking lot). This is more parking than at the current launch and is anticipated to accommodate foreseeable demand. However, if more parking were deemed necessary, a remote parking site across Highway 61 has been identified that could accommodate an added 14-18 stalls. If the overflow site is believed to be necessary, this study recommends it be developed in careful coordination with mixed-use redevelopment of the block and that significant Highway 61 pedestrian safety improvements be made.

Cursory analysis of water depths in the fall of 2023 (lower than normal water levels) at the recommended site suggests depths that range from roughly 1.5 to 3 feet within 150 feet from shore. This suggests that some mechanical dredging (potentially done by boat prop) may be needed at low water levels to maintain a desired 3-foot draft. While dredging at launches around the region (like some on Lake Minnetonka) are not uncommon, it is apparently unusual for Forest Lake.

A project budget that includes construction of the proposed launch/parking as well as deconstruction of the current launch has been prepared. Project costs are categorized into a baseline cost of \$1.1m for the launch, adjacent parking, and deconstruction of the current launch. An add-alternate cost of \$400k for remote parking is also identified. Each project budget includes the full scope of anticipated hard and soft costs. The project budget includes a standard construction contingency of 20% however, does not include the cost of land acquisition or any extraordinary contingencies such as soil contamination cleanup.

The project would be of interest to potential granting and partnering agencies.

Next Steps

1. Review and seek approval by Forest Lake leadership.
2. Review plans with potential grant agencies.
3. Identify potential funding streams.
4. Secure needed properties.
5. Pursue grants.
6. Conduct detailed engineering.
7. Construct and open the project.

LAKESHORE REDESIGN

Forest Lake (the lake) is the central feature in the community's identity and critically important to downtown's success. While it is routine to glimpse the lake from surrounding roadways, the one meaningful place for all the public to be at the lakeshore is downtown's Lakeside Memorial Park. These factors and others make the downtown lakeshore strategically important to Forest Lake and a large part of why its reinvestment is a directive of the Downtown Plan.

For purposes of this project, the downtown lakeshore is defined as the shoreline and adjacent upland within Lakeside Memorial Park (about 475 x 50 feet). Its current state could be described as "unremarkable." There is a shallow riprap edge, no landscape other than turf, and a paver walkway paralleling the shore. In addition to the aesthetic and experiential challenges, the ecological services provided by the lakeshore such as stormwater infiltration, shading, and habitat are also mostly absent.

There are, however, legitimate reasons that the downtown lakeshore has become what it is; barriers to overcome if it is to become something greater. The most challenging barrier is ice. In many winters, powerful ice action pushes sheets of ice onto shore wiping out features in its path. In the spring, City crews carry rip rap, sand, and soil back to their rightful place from where the ice left them, repair what was damaged, and toss what was ruined. A few events like these and what remains is the minimalistic landscape we see today.

With the lakeshore project, TLÂL-LI's work included two critical factors; first, preparing the lakeshore design itself and second, proposing structural strategies to overcome damaging ice and wave actions. The strategy proposed for counteracting the forces of ice and water is to mimic the dynamics of a snowplow blade. Rather than populating the shoreline with things ice sheets will push against or push over, the concept uses design features that curl ice sheets into the air, so ice drops to the ground under its own weight.

Two preliminary shoreline concepts labeled "A: The Boardwalk" and "B: The Piers" were prepared that could apply these structural principles plus provide ecological services and create a dynamic, interesting landscape for visitors. See the attached graphic packet for more depiction of the concepts.

Recommendation

After evaluation by the Working Group, Concept "B": The Piers became the recommended lakeshore design approach. Key elements of the design include:

- Bold use of cut/split stone blocks stacked at pitch along most of the shore to create clamoring, lounging, and seating opportunities and to dissipate the forces of ice and waves.
- Dual boardwalk piers perpendicular to the shore will draw in visitors from the two primary park entry corridors. The south pier has an adjacent, narrow sand shore for visitors to walk directly into the lake.

- A narrow stretch of sand shore where the current boat launch sits for canoe/kayak landing and lockup.
- A linear pedestrian promenade of stone, masonry, or concrete that follows the shoreline but varies in its elevation and dimension from shore. The promenade is protected from ice action by stone stacks or distance back from shore.
- A low-profile bridge of wood, composite, or steel in a stretch of promenade that spans the infiltration garden.
- Stormwater capture and infiltration garden that treats park stormwater rather than allowing direct flow into the lake.
- Redesign and consolidation of docks (transient and boat club) to be less visually obtrusive of the lake and to improve overall park circulation.
- Undulating shoreline grades from current park grades to a high point at the south pier as an overlook several feet up in elevation.
- Addition of landscaping, furnishings, and pedestrian-scale lighting that would be either protected from ice or selected for resilience to ice.
- A dynamic and sturdy construction materials palette for visitor interest and longevity (stone, steel, concrete, wood).

A project budget of \$1.4m includes the full scope of anticipated hard and soft costs as well as a 20% contingency. The project would be of interest to regional and state funding streams.

Next Steps

1. Review and seek approval by Forest Lake leadership.
2. Review plans with potential partner agencies.
3. Identify potential funding streams.
5. Pursue outside funding.
6. Conduct detailed design and engineering.
7. Construct and open the project.

TLÂL-LI Collaborative is honored to have worked with the community of Forest Lake on this interesting effort. We look forward to the opportunity to collaborate on next steps.

Sincerely,

TLALLI COLLABORATIVE, LLC

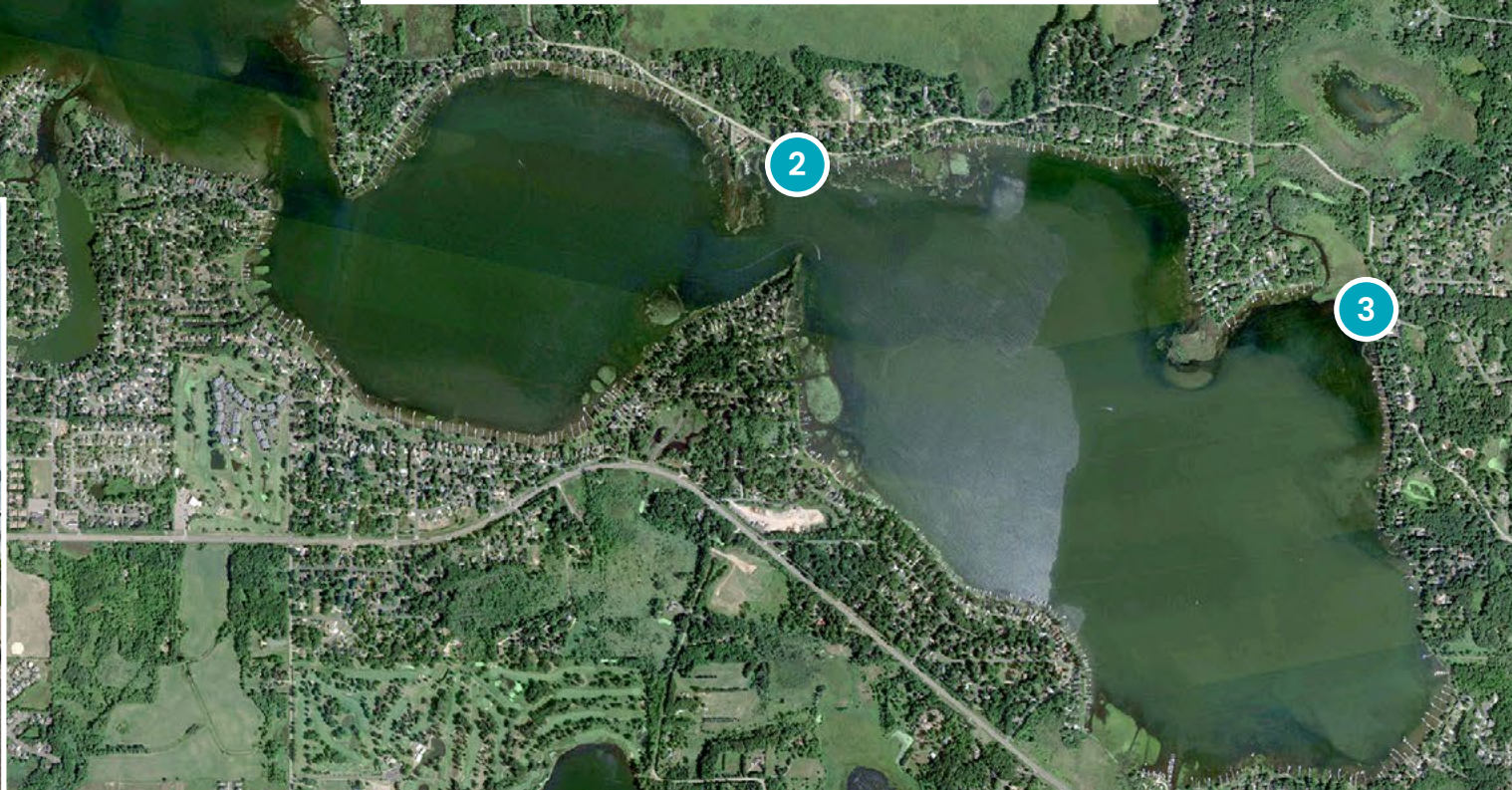
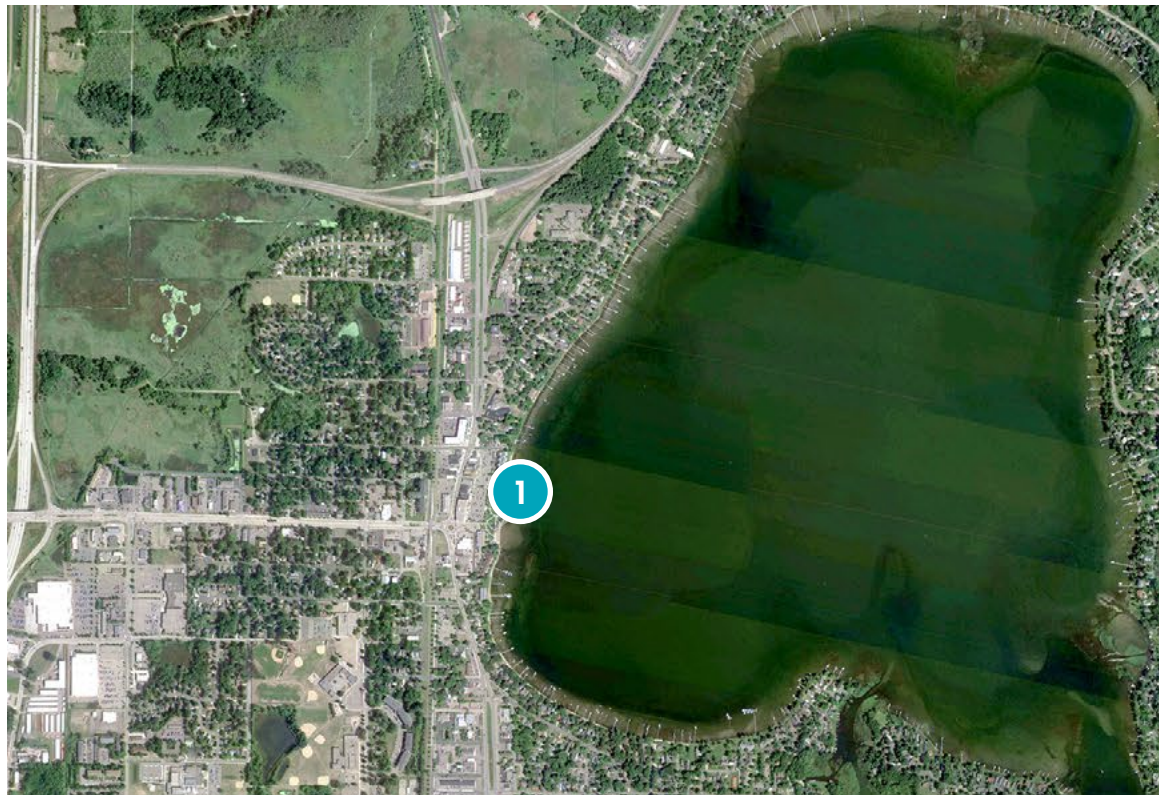


BRUCE CHAMBERLAIN, FASLA
PRESIDENT, PRACTICE LEAD

Downtown Shoreline Redesign |

Boat Launch Relocation Study

Conceptualize Future Design
Communicate Project Intent
Tool in Grant Pursuits
A Step Toward Implementation



1
Downtown Launch - Lakeside Memorial Park

- Owned by the city of Forest Lake
- 20 boat trailer parking spots
- No specific bathrooms or trash receptacles
- Dock on both sides of launch

2
Lake 2 Boat Launch - Next to the old Acqa restaurant, now Pizza Pub

- Owned by the DNR
- 11 boat trailer parking spots
- Porta potties provide by DNR
- Recycle and trash containers provided by Comfort Lake Watershed District
- Dock

3
Lake 3 Boat Launch - located on North Shore Trail on the east side of 3rd lake

- Owned by the DNR
- 30 Boat trailer parking spots
- Porta Potty provided by DNR
- Recycle and trash containers provided by Comfort Lake Watershed District
- Dock

BOAT LAUNCH RELOCATION STUDY

EXISTING LAUNCHES ON FOREST LAKE

-- Three Potential Sites In / Near Downtown Were Identified --

Analysis of alternative boat launch sites used the following search criteria:

- Within a few blocks of downtown.
- Launch within walking distance of adequate boat trailer parking, even if trailer parking is remote from launch site.
- Leverage existing infrastructure for access/circulation.
- Awareness of compatibility with adjacent uses.

All possible locations within a few blocks of downtown were identified with only the three illustrated in the adjacent diagram being feasible alternatives.

Existing launch

Pros

- Already in place – status quo is always easier than change
- Capital repair needs less costly than new launch

Cons

- Disruption to downtown circulation & parking
- Poor fit with public lakefront destination
- Scattered trailer parking causes confusion and conflicts
- Interferes with other downtown plan initiatives important to propelling private investments and downtown activation
- Downtown economic benefits likely small compared with lost activity caused by a core downtown launch

Alternative A (NE 2nd Ave.)

Pros

- Direct proximity to downtown w/o need to navigate trailers through downtown
- Likely eligible for DNR grant

Cons

- Requires willing sellers of two residential properties
- Tight site constraints unless more than two properties are purchased
- Undetermined, remote trailer parking location needed
- More expensive than leaving current launch in place
- Shallow water levels

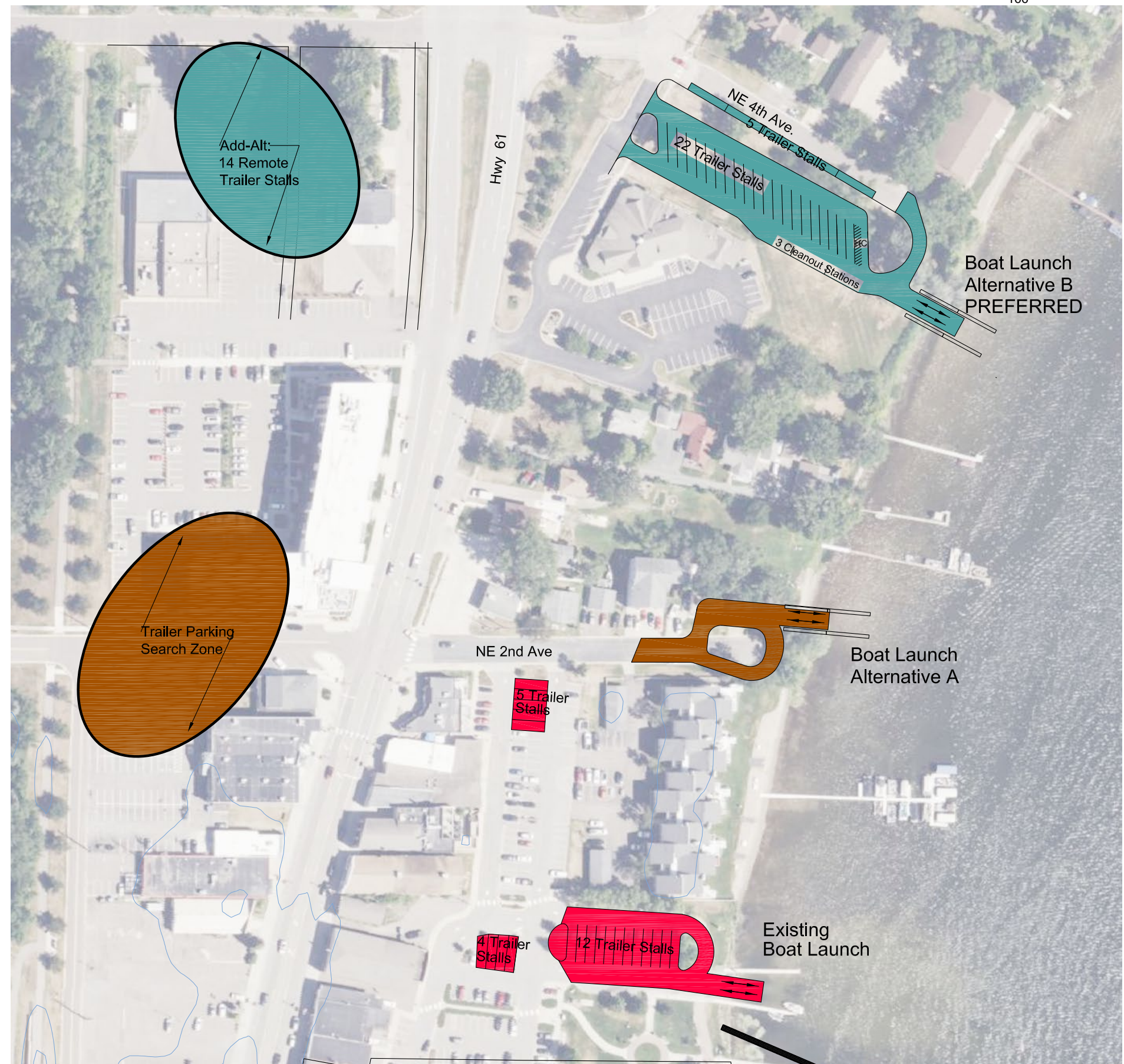
Alternative B (NE 4th Ave.) **RECOMMENDED**

Pros

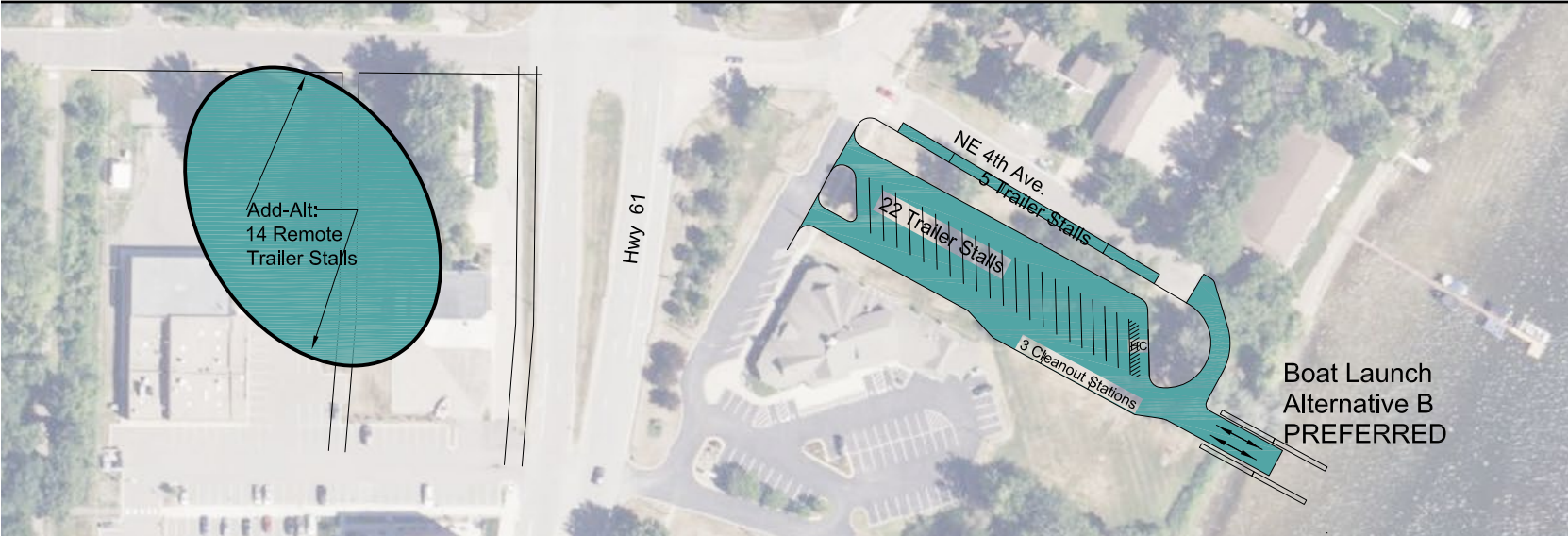
- Currently undeveloped site
- Space to co-locate both launch & trailer parking
- Close proximity to downtown with negligible impacts to residential streets
- Likely eligible for DNR grants
- Potential nearby overflow trailer parking site

Cons

- Requires willing property seller
- More expensive than leaving current launch in place
- Shallow water levels
- Overflow trailer parking has negative attributes



BOAT LAUNCH RELOCATION ALTERNATIVES IDENTIFIED AS VIABLE LOCATION ALTERNATIVES



NE 4th Ave. Project Description **RECOMMENDED ALTERNATIVE**

The recommended boat launch would replace, in-total, the current public launch in downtown Forest Lake. The proposed launch, located two blocks north of the downtown core would be accessed from NE 4th Avenue.

The site is located between a commercial funeral home to the south and NE 4th Avenue to the north. The launch and adjacent trailer parking would require acquisition of three vacant parcels totaling 0.8 acres and use of the lake-end of the 4th Avenue right-of-way. The dual-lane launch would include access docks, adjacent trailer parking, an inspection/cleaning bay, stormwater treatment, shoreline stabilization, landscaping, portable restrooms, potable water, furnishings, signage, and security lighting. Twenty-seven boat trailer parking stalls could be placed adjacent to the launch (5 on-street, 22 in parking lot). If more parking is deemed necessary, a remote parking site across Highway 61 could accommodate an added 14-18 stalls but has significant negative implications for pedestrian circulation and adjacent redevelopment.

Project Budget

A project budget that includes construction of the proposed launch/parking and deconstruction/restoration of the current A project budget that includes construction of the proposed launch/parking as well as deconstruction of the current launch has been prepared. Project costs are categorized into a baseline cost of \$1.1m for the launch, adjacent parking, and deconstruction of the current launch. An add-alternate cost of \$400k for remote parking is also identified. Each project budget includes the full scope of anticipated hard and soft costs. The project budget includes a standard construction contingency of 20% however, does not include the cost of land acquisition or any extraordinary contingencies such as soil contamination cleanup. The project would be of interest to potential granting and partnering agencies.

Next Steps

1. Review and seek approval by Forest Lake leadership.

2. Review plans with potential granting agencies.

3. Identify funding stream.

4. Secure needed properties.
5. Pursue grants.

6. Conduct detailed engineering.

7. Construct and open the project.

Forest Lake Downtown Boat Launch Relocation & Shoreline Enhancement Projects: Project Budgeting

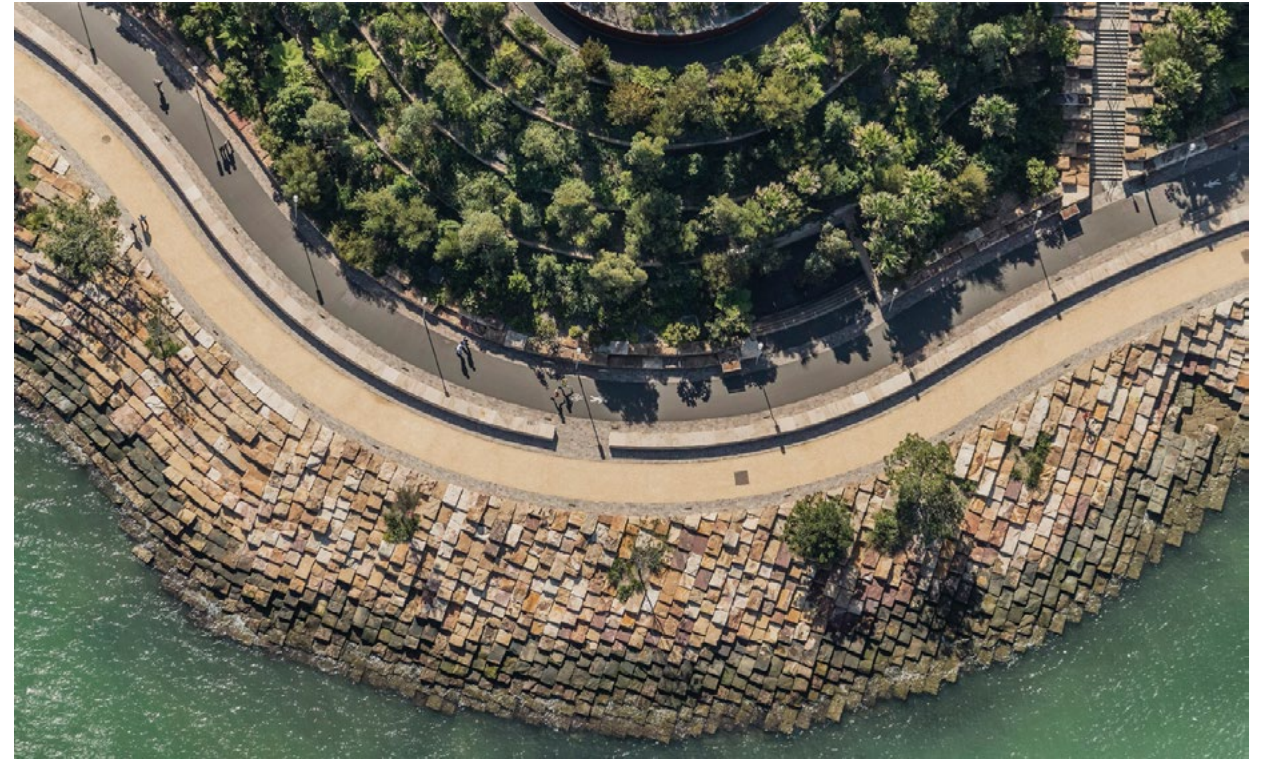
rev: 11/21/2023
prepared by: TLÂL-LI Collaborative

11 Boat Ramp Relocation Project (budget identified in downtown master plan: \$327k & only included removal of ex. launch)					
Baseline Project (new launch w/adjacent parking)					
Removal of existing launch					
Demolition	1	LS	\$	25,000	\$25,000
Existing parking lot adjustments	1	LS	\$	25,000	\$25,000
Existing parkland and shoreline restoration	1	LS	\$	20,000	\$20,000
New launch					
Land acquisition	1	LS	\$	-	\$0
Paving	30500	SF	\$	4	\$122,000
Curb & Gutter	1200	LF	\$	58	\$69,600
Boat Ramp	1	LS	\$	80,000	\$80,000
Docks	2	EACH	\$	6,000	\$12,000
Shoreline Stabilization	1	LS	\$	60,000	\$60,000
Utilities	1	LS	\$	40,000	\$40,000
Stormwater Improvements	1	LS	\$	80,000	\$80,000
Signage	1	LS	\$	15,000	\$15,000
Furnishings	1	LS	\$	25,000	\$25,000
Landscaping	1	LS	\$	60,000	\$60,000
Lighting & Electrical	1	LS	\$	80,000	\$80,000
Miscellaneous Improvements	1	LS	\$	20,000	\$20,000
Mobilization		8%			\$58,688
Hard Cost Total					\$792,288
Soft Costs					
Contingency		20%			\$158,458
Design/Engineering/Admin		14%			\$110,920
Soft Cost Total					\$269,378
PROJECT BUDGET					\$1,061,666
* Budget does not include land acquisition.					
* Four trailer parking stalls (in addition to those listed in estimate) would be placed on-street at no project cost.					

Add-Alternate Project (remote parking)					
Land acquisition	1	LS	\$	-	\$0
Paving (14 stalls)	10000	SF	\$	4	\$40,000
Curb & Gutter	500	LF	\$	58	\$29,000
Hwy. 61 pedestrian crossing enhancements	1	LS	\$	80,000	\$80,000
Stormwater Improvements	1	LS	\$	30,000	\$30,000
Signage	1	LS	\$	5,000	\$5,000
Furnishings	1	LS	\$	5,000	\$5,000
Landscaping	1	LS	\$	20,000	\$20,000
Lighting & Electrical	1	LS	\$	40,000	\$40,000
Miscellaneous improvements	1	LS	\$	20,000	\$20,000
Mobilization		8%			\$21,520
Hard Cost Total					\$290,520
Soft Costs					
Contingency		20%			\$58,104
Design/Engineering/Admin		14%			\$40,673
Soft Cost Total					\$98,777
PROJECT BUDGET					\$389,297
* Budget does not include land acquisition.					



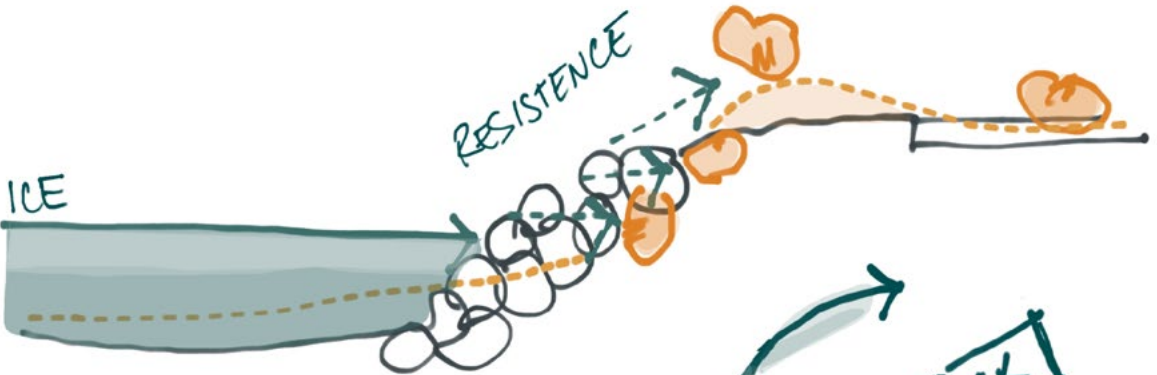
SHORELINE REDESIGN
EXISTING CONDITIONS



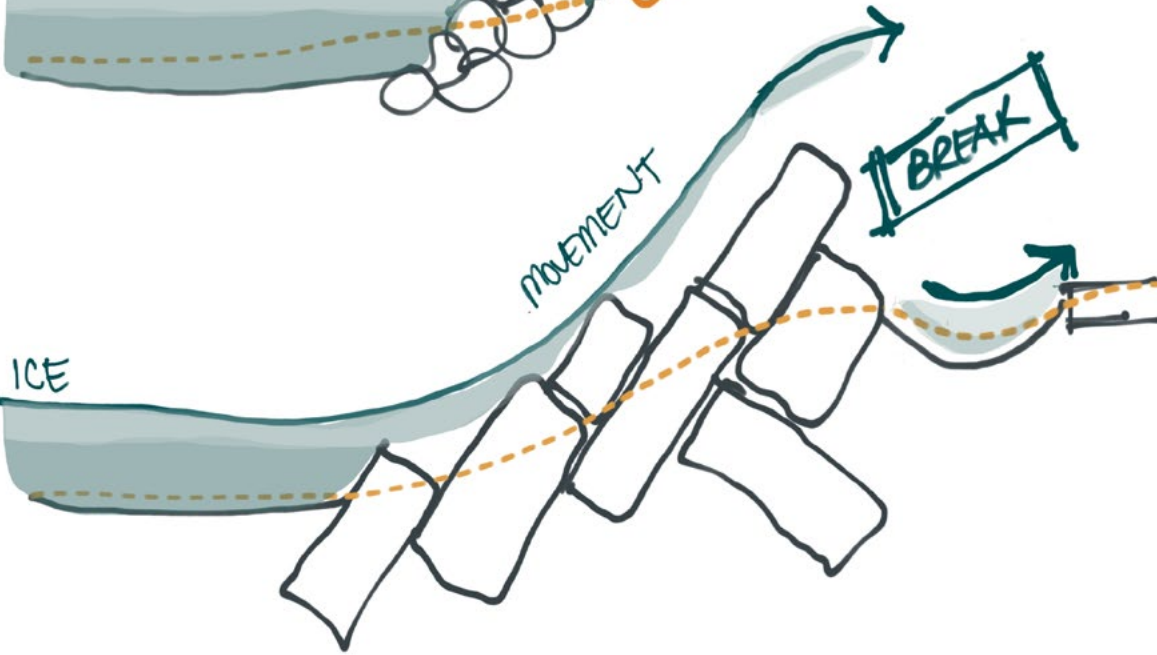
Existing Condition | Summer



Existing Condition | Winter



Proposed Approach



LAKE
/ICE

SHORELINE
STRATEGY

WALKING
PATH



Lake Miltona



Ottertail Lake



Downtown Forest Lake



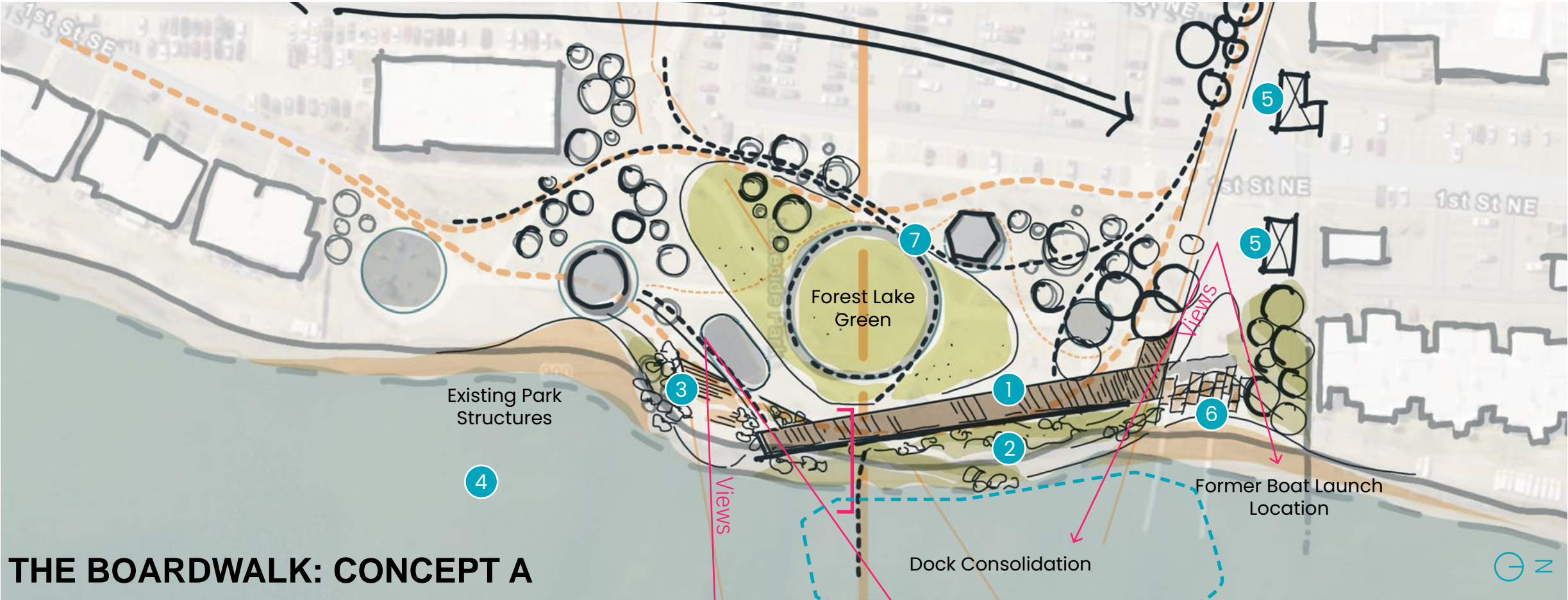
SHORELINE REDESIGN
UNDERSTANDING SHORELINE DYNAMICS

LEGEND

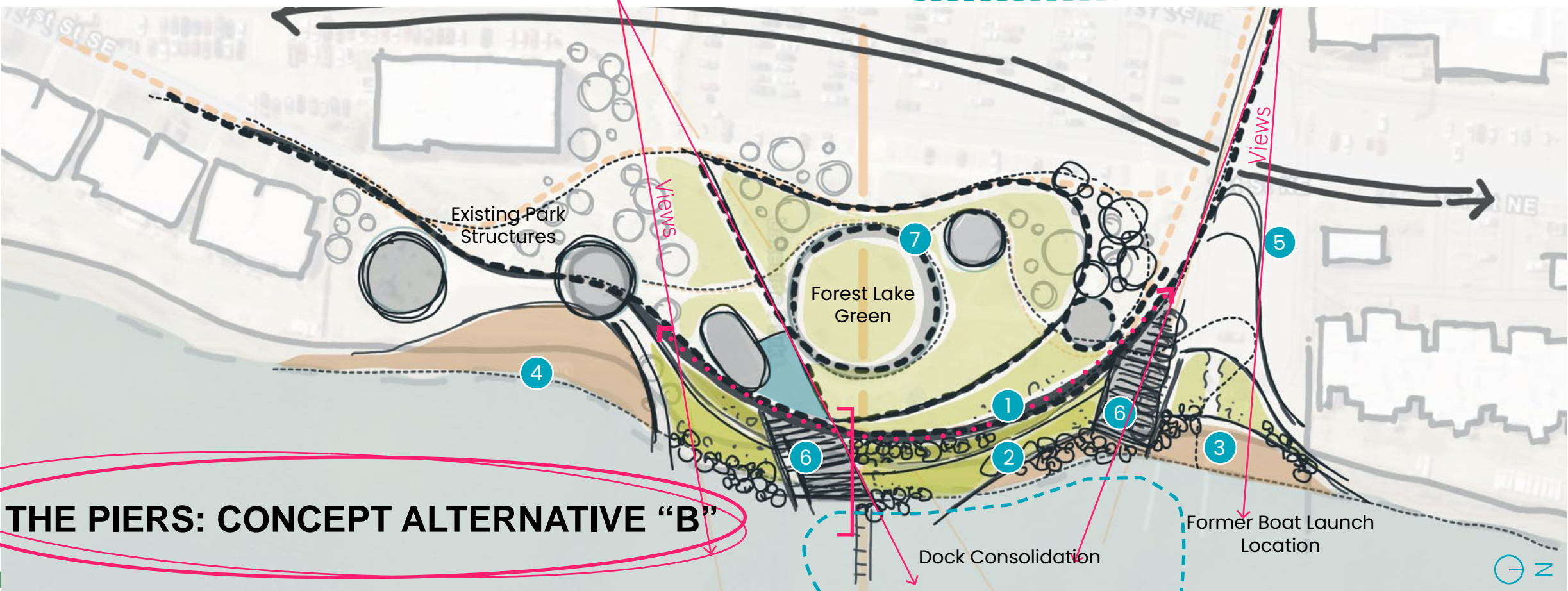
- 1 Boardwalk / Pier
- 2 Layered Planting and Rock Shoreline
- 3 Kayak Landing + Tie Up (3-6)
- 4 Beach
- 5 Pop-Up Market (food + art)
- 6 Water Access
- 7 Pedestrian Circulation

Types of Shoreline Treatment:

- 1) Sand Beach
- 2) Inter planted Rip Rap
- 3) Stacked Stone
- 4) Sea Wall



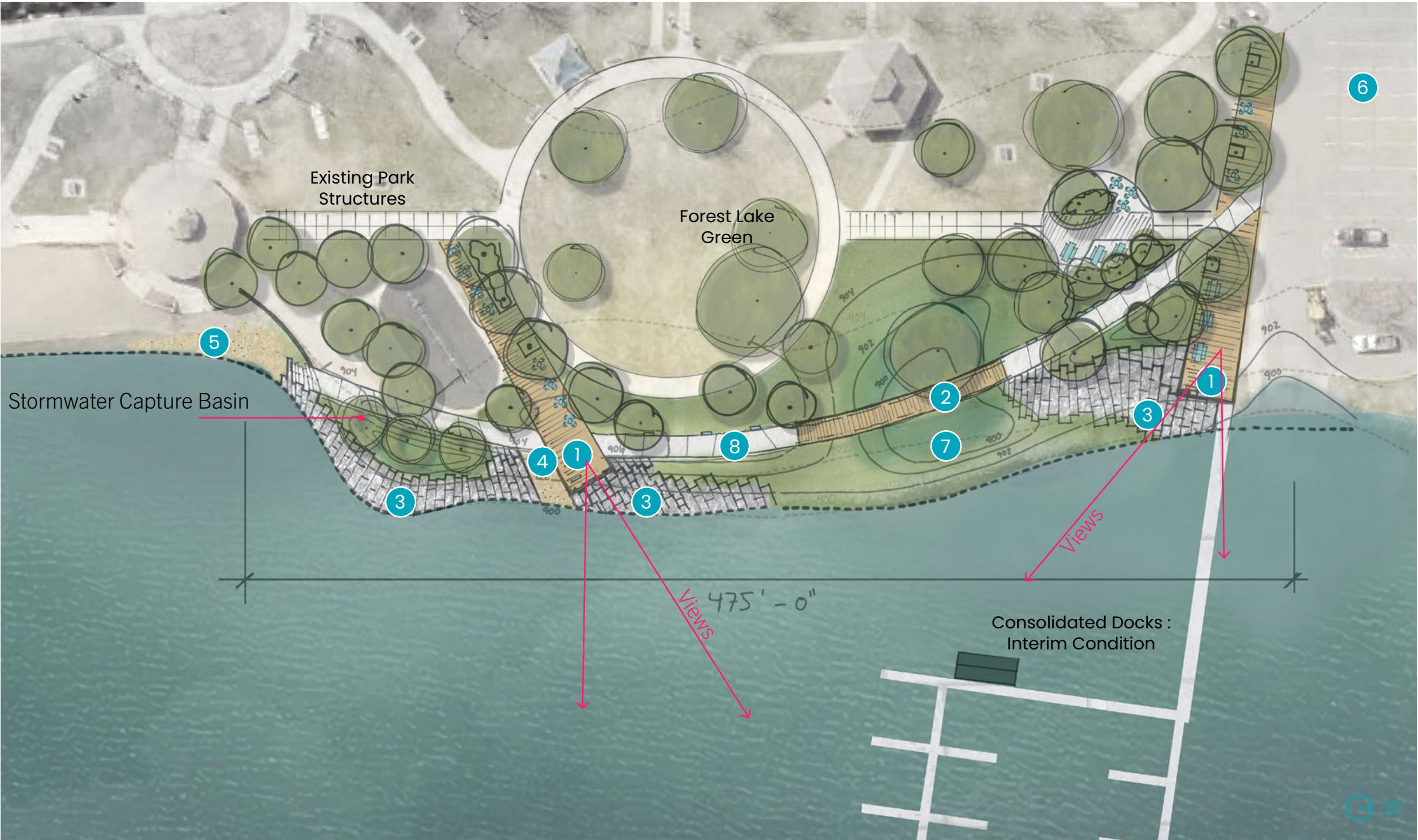
THE BOARDWALK: CONCEPT A



THE PIERS: CONCEPT ALTERNATIVE "B"

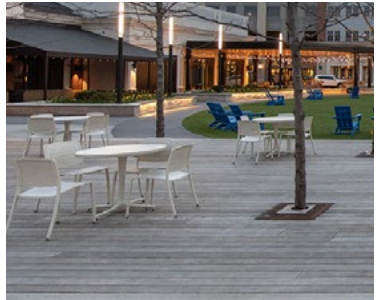
SHORELINE CONCEPT ALTERNATIVES



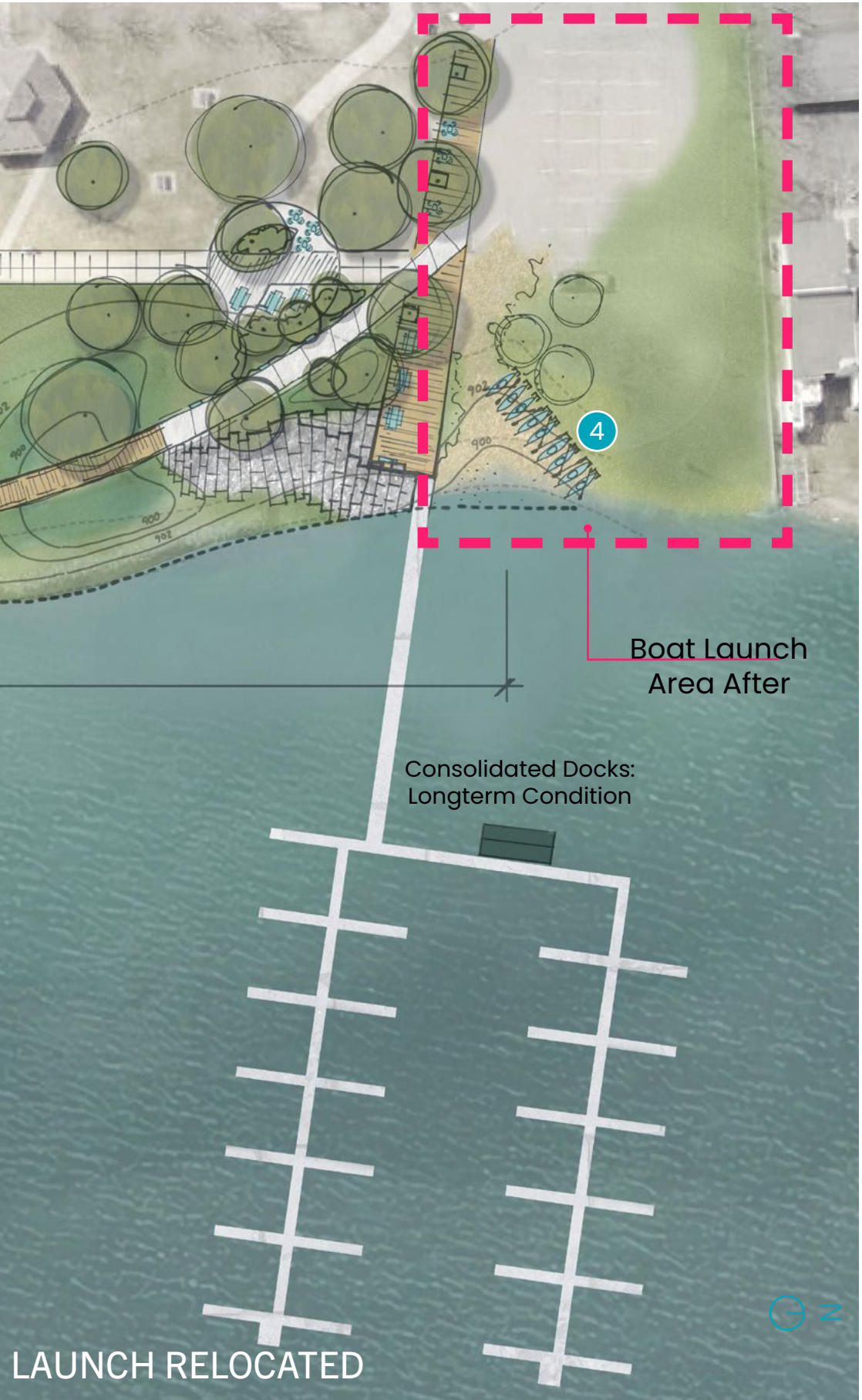


- 1 Boardwalk + Pier
- 2 Boardwalk Bridge
- 3 Layered Rock Shoreline
- 4 Water Access
- 5 Beach
- 6 Future Pop-Up Market (food + art)
- 7 Sloped Infiltration Planting
- 8 Concrete Promenade

- Types of Shoreline Treatment:
- 1) Sand Beach
 - 2) Stacked Stone
 - 3) Batten Promenade
 - 4) Planted Infiltration



RECOMMENDED SHORELINE CONCEPT
W/EXISTING LAUNCH REMAINING



LEGEND

- Boardwalk
- Boardwalk Bridge
- Layered Rock Shoreline
- 4 Kayak Landing + Tie Up (9)
- Beach
- Future Pop-Up Market (food + art)
- Sloped Infiltration Planting
- Concrete Promenade

Types of Shoreline Treatment:

- 1) Sand Beach
- 2) Stacked Stone
- 3) Batten Promenade
- 4) Planted Infiltration



Project Budget

A project budget of \$1.4m includes the full scope of anticipated hard and soft costs as well as a 20% contingency. The project would be of interest to regional and state funding streams.

Next Steps

- 1. Review and seek approval by Forest Lake leadership.
- 2. Review plans with potential partner agencies.
- 3. Identify potential funding streams.
- 5. Pursue outside funding.
- 6. Conduct detailed design and engineering.

Project Description

After evaluation by the Working Group, Concept “B”: The Piers became the recommended lake-shore design approach. Key elements of the design include:

- Bold use of cut/split stone blocks stacked at pitch along most of the shore to create clamoring, lounging, and seating opportunities and to dissipate the forces of ice and waves.
- Dual boardwalk piers perpendicular to the shore will draw in visitors from the two primary park entry corridors. The south pier has an adjacent, narrow sand shore for visitors to walk directly into the lake.
- A narrow stretch of sand shore where the current boat launch sits for canoe/kayak landing and lockup.
- A linear pedestrian promenade of stone, masonry, or concrete that follows the shoreline but varies in its elevation and dimension from shore. The promenade is protected from ice action by stone stacks or distance back from shore.
- A low-profile bridge of wood, composite, or steel in a stretch of promenade that spans the infiltration garden.
- Stormwater capture and infiltration garden that treats park stormwater rather than allowing direct flow into the lake.
- Redesign and consolidation of docks (transient and boat club) to be less visually obtrusive of the lake and to improve overall park circulation.
- Undulating shoreline grades from current park grades to a high point at the south pier as an overlook several feet up in elevation.
- Addition of landscaping, furnishings, and pedestrian-scale lighting that would be either protected from ice or selected for resilience to ice.
- A dynamic and sturdy construction materials palette for visitor interest and longevity (stone, steel, concrete, wood).

Forest Lake Downtown Boat Launch Relocation & Shoreline Enhancement Projects: Project Budgeting

rev: 11/21/2023

prepared by: TLÂL-LI Collaborative

12 & 17 Shoreline Enhancement & Transient Dock Projects (budget identified in downtown master plan: \$542k)									
Hard Costs									
Grading/Shaping	1	LS	\$	50,000	\$50,000				
Granite Shoreline Armor (product only)	3,500	CF	\$	70	\$245,000				
Shoreline Armor Installation	3,500	CF	\$	40	\$140,000				
Pier/Overlook	2	EA	\$	50,000	\$100,000				
Shore Stairs	1	LS	\$	12,000	\$12,000				
Boardwalk Promenade	1,000	SF	\$	75	\$75,000				
Paved Promenade	3,200	SF	\$	22	\$70,400				
Rain Garden	5,000	SF	\$	12	\$60,000				
Kayak Landing	2,000	SF	\$	10	\$20,000				
Dock Reconfiguration	1	LS	\$	40,000	\$40,000				
Canopy Trees	30	EA	\$	800	\$24,000				
Shrubs & Ornamental Grasses	200	EA	\$	60	\$12,000				
Turf Restoration	1	LS	\$	10,000	\$10,000				
Lighting / Electrical	1	LS	\$	120,000	\$120,000				
Furnishings (benches, tables & chairs, kayak stantions)	1	ALLOW	\$	35,000	\$35,000				
Mobilization					8%				\$38,800
Hard Cost Total									\$1,002,200
Soft Costs									
Contingency					20%				\$200,440
Design/Engineering/Administration					18%				\$180,396
Soft Cost Total									\$380,836
PROJECT BUDGET									\$1,383,036



RECOMMENDED SHORELINE CONCEPT
FULL BUILD-OUT

Date: May 13, 2024

Agenda Item: Approve Job Description and Authorize Advertising for Administrative Services Director

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

The Assistant City Administrator position has been vacant since summer 2023. The previous administrator tried recruiting an Administrative Services Director in September 2023 by simply adding Human Resources duties to the Assistant's job description. That effort did not result in any qualified applicants.

The position was examined again in late 2023/early 2024 as part of the organizational study completed by David Drown and Associates. That study looked at a couple of different staffing options including Assistant to the City Administrator, Management Analyst and Administrative Services Director. As discussed at the February 12, 2024, Council meeting, creating an Administrative Services Director position that focuses mainly on HR functions was a top priority.

ISSUE BEFORE COUNCIL:

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

PROPOSAL/ANALYSIS:

Included in your packet is a proposed job description. Rather than just adding HR functions to the end of Assistant to the City Administrator's job description as was done before, this job description provides the emphasis on the HR duties by listing them first in a more prominent way. The position would also help in general administration and overseas the city clerk. This position, however, would not serve as the Airport Manager.

Also included in your packet is a position profile to use in marketing the position, similar to what the city has used when searching for a city administrator but lays out the responsibilities, leadership opportunities, required and desired capabilities. Similar to other non-union department heads in General Government, the position is proposed to be advertised at Grade 19 on the Non-Union Wage scale. You may notice an expected hiring range that is less than the full range. Typically, a city would not hire above the mid point of the grade for a position unless there were some very unique circumstances.

The deadline for applications is proposed to be June 14, 2024.

FISCAL IMPACT:

The exact fiscal impact will be known when a candidate is brought forward for hiring. Estimated annual cost for the position including salary, benefits and taxes is \$158,139 to

\$192,779. That will obviously be less in 2024 since the position will not be filled for the entire year.

The Assistant City Administrator position-salary, benefits and taxes- were budgeted at \$161,333 for 2024. In addition, the HR position the council added to the 2024 budget included \$121,445 in wages, benefits and taxes. Since the Administrative Services Director with an emphasis in HR is intended to replace both of these other positions, the overall cost to the administration department will be less in 2024 and beyond.

OPTIONS:

- 1) Approve the Administrative Services Director Job Description and Authorize staff to advertise for applicants at Grade 19 of the Non-Union wage scale.
- 2) Amend the job description or proposed grade and then authorize staff to advertise the position.
- 3) Do not advertise for an Administrative Services Director. Direct staff to advertise for an Assistant to the City Administrator and develop the job description for the HR Generalist to bring back.

RECOMMENDATION:

“Motion to approve the Administrative Services Director job description as presented and authorize staff to advertise the position at grade 19 on the non-union wage scale.”

ATTACHMENTS:

- Administrative Services Director Job Description
- Administrative Services Director Position Profile

CITY OF FOREST LAKE JOB DESCRIPTION

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

POSITION SUMMARY

Performs, coordinates, and oversees complex work completing a wide variety of administrative, technical and confidential responsibilities and interacting routinely with the public and other agencies. This position assists primarily in the areas of Human Resources and General Administration. Supervises City Clerk and Communications functions. With the wide variety of work, this position works with all departments to carry out the work of the city. Work involves setting policies and goals.

ESSENTIAL FUNCTIONS

HUMAN RESOURCES:

- Manages recruitment process for all departments. Maintains position descriptions. Assembles employment application information, posts and publishes advertisements, assists in development of selection procedures, assists in evaluating qualifications of candidates, develops interview questions, and participates in interviews as requested.
- Develops and administers personnel policies maintains city-wide personnel files in compliance with state law. Communicates policies and procedures as adopted by the City Council to employees in written and verbal format.
- Develops and administers human resources budget; coordinates personnel services portion of the annual budget for all City departments in conjunction with Finance.
- Evaluates and administers benefit programs, including health, dental, life, long- term disability, and supplemental insurance plans. Manage employee health coverage enrollment and termination.
- Responsible for overseeing city's safety program and serves as Administration Department representative and manager for employee safety committee; coordinate employee safety training schedule with contracted consultants, as applicable; responsible for preparing and maintaining annual OSHA reports.
- Oversee the City's workers' compensation process; oversee records maintenance; oversee investigations and claims management; ensure compliance with all federal guidelines and local policies and communicating information to Finance as necessary.
- Provides communication to Finance on pay and benefits for the preparation and processing of payroll and benefits. Research and respond to employee inquiries, employment verifications, and draft routine correspondence.
- Performs and coordinates employee orientation, onboarding and training. Coordinates drug and medical testing.
- Complies with all federal and state reporting standards (Worker's Compensation, COBRA, HIPAA, etc.).
- Has access to and uses confidential labor relations information including analysis of internal and external market data, assists in the preparation and evaluation of positions for negotiations, participates in negotiating on behalf of the City, attends closed sessions for labor negotiations strategy and maintains the confidentiality of this information.

- Coordinates and researches all personnel issues necessary to properly administer municipal employment. Complete employee relations duties and internal investigations of improper employee conduct using outside resources as needed.
- Develop and oversee a performance appraisal program including training supervisors and monitoring deadlines. Assists with pay plan administration, pay equity, and job analysis.
- Assists in development and oversight of wellness programs.

GENERAL ADMINISTRATION:

- Communicates and recommends measures to improve operations and employee performance both within the department and the organization as a whole.
- Negotiates and coordinates contract management for the City on general contracts (including but not limited to cellular antenna contracts, building facilities contracts for city hall and senior center, etc.)
- Participates in the development of operations policies, practices, procedures, and recommendations to the City Administrator and City Council.
- Assists with Data Practices policy development and implementation.
- In conjunction with Finance Director, involved in oversight of the City's workers compensation insurance programs.
- Assists with the maintenance of the City's records management system.
- Serves as liaison with state, county, and local officials to exchange information and coordinate activities associated with this position.

SUPERVISORY DUTIES:

- Carries out supervisory responsibilities in accordance with City policies and applicable laws.
- Directs the City Clerk on licensing, elections, city wide communication, preparation of ordinances, and related items.
- Responsible for interviewing, hiring, training, planning and assigning work, evaluating performance, disciplining, grievances, complaints and resolving problems of employees.

OTHER DUTIES AND/OR RESPONSIBILITIES:

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

POSITION REQUIREMENTS

KNOWLEDGE, SKILLS AND ABILITIES:

- Thorough knowledge in the areas of public sector personnel/human resources administration, principles, practices, and techniques including legal requirements.
- General knowledge of City Clerk and Communication functions.
- Ability to effectively hire, suspend, promote, demote and discharge employees.
- Ability to train, coach, and lead individuals and groups in developing interpersonal communications and supervisory/management skills.

- Ability to read, analyze, and interpret documents, procedure manuals, plans and specifications, contracts, codes, statutes, ordinances and resolutions, technical journals, financial reports and legal documents.
- Ability to communicate effectively both orally and in writing with elected and appointed officials, volunteer departments, and the general public.
- Ability to respond effectively to the most sensitive inquiries or complaints.
- Skill in negotiating various types of contracts.
- Ability to make arithmetic computations; rates, ratios, percentages.
- Ability to read and interpret financial data including budgets.
- General knowledge of computer operations.
- Skills in communication, facilitation, conflict management and mediation.
- Ability to establish working relationships with elected officials, staff, citizens and other public officials.
- Knowledge of federal and state statutes, city codes, and other requirements affecting municipal government operations.
- Skills in supervising employees and consultants.

EDUCATION AND/OR EXPERIENCE REQUIRED

Bachelor's degree in human resources, public administration or closely related field (Master's degree preferred.); and five years progressively responsible management and supervisory experience, preferably in municipal administration, human resources, or related field; experience; or any equivalent combination of experience and training which provides the knowledge, skills and abilities to perform the work.

Valid Drivers' License.

Basic computer skills, including a good knowledge of and experience using email and Microsoft Outlook, web browsing, Adobe PDF and Microsoft Office Products.

PHYSICAL REQUIREMENTS AND MENTAL REQUIREMENTS

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

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

WORKING CONDITIONS

Most work is performed in an office setting.

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

THE CITY OF FOREST LAKE, MINNESOTA IS SEEKING AN ADMINISTRATIVE SERVICES DIRECTOR

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The Community

The City of Forest Lake, Minnesota, is a thriving community of 20,862 residents nestled between rural and metro/urban amenities in Washington County. The City offers a high quality of life and the best of rural, suburban, and lake living lifestyles.

Strategically located where I-35W and I-35E merge, Forest Lake is effectively the gateway to Northern Minnesota and offers easy access to both Minneapolis and St. Paul in 25 minutes. The City serves as a regional hub, meeting the retail and service needs of the surrounding area. This multigenerational community is thoughtful about growth and development as well as visioning and implementing opportunities.

The City of Forest Lake is home to a combination of strong retail centers, a robust business park, a quaint and welcoming downtown situated on a lake, and a wide array of services that support the growing population (expected to grow by 40 percent over the next 20 years) and expanding businesses –all surrounded by an abundance of natural beauty.

Forest Lake is a full-service community, home to many facilities enjoyed and used by the public. Recreational facilities include the Forest Lake YMCA, three golf courses, and its many parks, lakes, local and regional trails. The parks and trails system currently consists of 23 parks, 18 open spaces, and a trail system comprised of nearly 16 miles of total trail connections.

The City of Forest Lake is part of Independent School District 831 (Forest Lake Area Schools). District 831 serves all or parts of the Cities of Columbus, East Bethel, Forest Lake, Ham Lake, Hugo, Lino Lakes, Marine on St. Croix, Scandia, Stacy, and Wyoming, as well as Linwood and May Townships. The district includes seven elementary schools, one 7-8th grade middle school, a senior high, and an alternative learning center, of which all but five of the elementary schools are located in the City of Forest Lake.

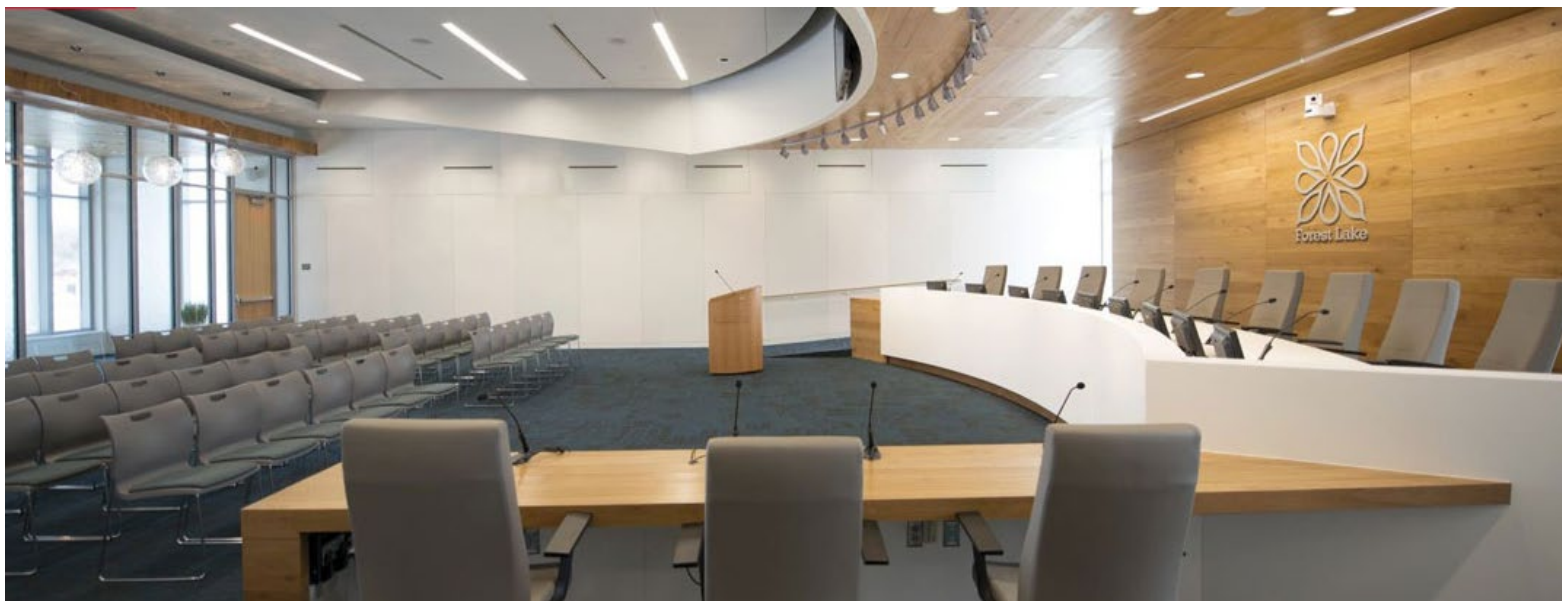
One of the state's oldest and largest Fourth of July celebrations is hosted in Forest Lake, complete with a carnival, bingo tent, street vendors, a huge parade, spectacular fireworks and more. In addition, the area also hosts outstanding farmers markets, arts and musical events.

The City Organization

The City of Forest Lake operates as a statutory Plan A city with a Council-Administrator form of government. The City Council consists of four Council members who are elected at large to serve four-year staggered terms and a Mayor elected to serve a two-year term. The City Council is responsible for establishing policy, passing ordinances, appointing committees, hiring staff, adopting the annual budget, and setting the tax levy. The City Council appoints a City Administrator to serve as the chief administrative officer and function as a liaison between the City Council and staff. The City Administrator is responsible for carrying out policies and ordinances enacted by the City Council and overseeing day-to-day operations.

The City of Forest Lake provides a full range of services, including planning and zoning; election administration; building inspections; police and fire protection; emergency management; the construction and maintenance of streets and other infrastructure; surface water management; weed control; water and sewer services; some sanitation services; and recreational and cultural activities. The City also owns and operates a paved-strip airport, complete with an arrival/departure building. Economic development services are provided through the Forest Lake Economic Development Authority (EDA).

The City has a 2024 all-funds operating budget of \$35 million and an Aa2/AA+ credit rating. The City employs 69 full-time staff, 2 part-time employees, paid on call fire fighters and a dozen or more temporary/seasonal employees.



The Position

As a member of the City's management team, the Administrative Services Director works collaboratively across departments to ensure effective and efficient delivery of services to internal and external customers. The Administrative Services Director performs a wide variety of administrative responsibilities and interacts routinely with the public and other agencies.

This position assists primarily in the areas of Human Resources and General Administration and supervises the City Clerk and Communications functions. With the wide variety of work, this position works with all departments to carry out the work of the City and effectively serves as the department head of the Administration Department. The Administrative Services Director reports to the City Administrator.

The ideal candidate must have a genuine desire to serve the community of Forest Lake by providing the highest possible level of service and providing clear communication and technical support to the City Council, City Administrator and staff through reports and presentations.

Leadership Opportunities

Establish Centralized Human Resources Program and Practices- the city has been operating in a decentralized fashion when it comes to recruiting, hiring, reviewing and administration of HR policies. These functions should be centralized to provide consistency where appropriate and ensure organizational compliance with state and federal laws.

Develop and Implement a Process for Annual Reviews- the city has not regularly administered annual reviews across the organization. There is a need to develop and communicate a consistent program.

Improve Training and Onboarding- create and expand on the existing training and implement a formal training policy outlining the annual training requirements for various positions, including required supervisory training and safety training.

Update Job Descriptions and Classification and Compensation Program- most job descriptions have not been updated in more than a decade. The city last completed a classification and compensation study in the early 2000's so is overdue for an update. A recent staffing study identified some possible reorganizations.

Revise Personnel Policy- The City's Personnel Policy is in need of an update to reflect new laws and best practices in benefits and human resources.

Major Responsibilities

Human Resources:

- ❖ Manage recruitment process for all departments. Maintains position descriptions. Assembles employment application information, posts and publishes advertisements, assists in development of selection procedures, assists in evaluating qualifications of candidates, develops interview questions, and participates in interviews as requested.
- ❖ Develops and administers personnel policies; maintains city-wide personnel files in compliance with state law. Communicates policies and procedures as adopted by the City Council to employees in written and verbal format.
- ❖ Develops and administers human resources budget; coordinates personnel services portion of the annual budget for all City departments in conjunction with Finance.
- ❖ Evaluates and administers benefit programs, including health, dental, life, long- term disability, and supplemental insurance plans. Manage employee health coverage enrollment and termination.
- ❖ Responsible for overseeing city's safety program and serves as Administration Department representative and manager for employee safety committee; coordinate employee safety training schedule with contracted consultants, as applicable; responsible for preparing and maintaining annual OSHA reports.
- ❖ Oversee the City's workers' compensation process; oversee records maintenance; oversee investigations and claims management; ensure compliance with all federal guidelines and local policies.
- ❖ Performs and coordinates employee orientation, onboarding and training. Coordinates drug and medical testing.
- ❖ Has access to and uses confidential labor relations information including analysis of internal and external market data, assists in the preparation and evaluation of positions for negotiations, participates in negotiating on behalf of the City, attends closed sessions for labor negotiations strategy and maintains the confidentiality of this information.
- ❖ Coordinates and researches all personnel issues necessary to properly administer municipal employment. Complete employee relations duties and internal investigations of improper employee conduct using outside resources as needed.
- ❖ Develop and oversee a performance appraisal program including training supervisors and monitoring deadlines. Assists with pay plan administration, pay equity, and job analysis.
- ❖ Assists in development and oversight of wellness programs.

General Administration:

- ❖ Recommends measures to improve operations and employee performance both within the department and the organization.
- ❖ Negotiates and coordinates contract management for the City on general contracts (including but not limited to cellular antenna contracts, building facilities contracts for city hall and senior center, etc.)
- ❖ Participates in the development of operations policies, practices, procedures, and recommendations to the City Administrator and City Council.
- ❖ Assists with Data Practices policy development and implementation.
- ❖ In conjunction with Finance Director, involved in oversight of the City's workers compensation insurance programs.
- ❖ Assists with the maintenance of the City's records management system.
- ❖ Serves as liaison with state, county, and local officials to exchange information and coordinate activities associated with this position.



Desired Capabilities

- Demonstrated proficiency in human resource fundamentals, creation of internal and external communications, knowledge of statutory clerk duties
- Approachable and responsive to the human resource needs of City departments; provides ideas and services as a sounding board. Maintains confidentiality as needed.
- An ability to research, formulate, initiate and administer personnel policies and procedures that are founded in best practices.
- Demonstrated ability to provide strategic leadership, initiative to look for continuous process improvement, strong analytical and problem-solving capabilities.
- Have supervisory experience in creating an environment of trust, integrity and mentorship where employees respect one another and where the department consistently functions at a high level of customer service.
- Highly motivated, goal-oriented leader with a proven ability to quickly earn respect, gain cooperation and communicate clear direction.
- Have a genuine passion for public service from both an internal standpoint and for service to the community; be devoted to employee, organizational and community service.
- Confident, well-prepared and self-assured; comfortable making presentations and responding to questions in public settings.
- Experience in working and collaborating with elected and appointed officials, and committees.



Qualifications and Experience

Bachelor's Degree in human resources, public administration, business administration or related field. Degree requirements may be substituted with additional five years experience. Minimum of five years' experience including prior experience as supervisor.

Position requires thorough knowledge in the areas of public sector personnel/human resources administration, principles, practices, and techniques including legal requirements. The ideal candidate will be an effective team leader who builds positive, professional working relationships within the City organization and with representatives of local, state and federal entities and private entities. Excellent communication, computer skills and organizational management skills required.

Compensation and Benefits

The salary range for the Administrative Services Director position is \$119,965-149,956 with an expected hiring range of \$119,965-134,961. The City offers a competitive benefits program including health and dental insurance options, life insurance, long-term disability coverage, vacation and sick time. This position participates in the PERA pension program.

Application and Selection Process

Qualified candidates please submit your cover letter, resume and city application to Kristina Handt, Interim City Administrator at kristina.handt@ci.forest-lake.mn.us

This position is open until filled; first review of resumes occurs on June 14, 2024. Following this date, applications will be screened against criteria outlined in this brochure.

Please visit our website for additional information and an application:

[Forest Lake, MN | Official Website \(ci.forest-lake.mn.us\)](https://ci.forest-lake.mn.us)



Forest Lake
AS GOOD AS IT SOUNDS

The City of Forest Lake is an Equal Opportunity Employer and values diversity at all levels of its workforce.



Date: May 13, 2024
To: Mayor Bain and City Council Members
From: Abbi Wittman, Community Development Director
Re: Rice Creek Watershed District Rule Change Letter

Introduction

The City of Forest Lake is situated in two watershed districts: Rice Creek (RCWD) and Comfort Lake Forest Lake (CLFLWD). The City of Forest Lake coordinates with both watershed districts on building permit and development review for both public and private projects. The cooperative partnership between our organization and these helps protect our community's natural resources.

According to Patrick Hughes, RCWD Regulatory Manager, *"Rice Creek Watershed District is undergoing an update to its regulatory rules during the 2024 calendar year. Our anticipation is to have the updated rule set adopted by our Board of Managers in November and implemented on January 1, 2025."* RCWD is seeking input from partners on potential topics before they draft language. Their initial comment period is May 15th. Enclosed is a letter staff has drafted for the Council's consideration of submission to RCWD; if the Council is favorable to sending this letter to RCWD, a copy of the letter would be provided to CLFLWD.

Review

As noted in the enclosed letter, there are a number of district guidelines and rules that have placed challenges on land disturbing projects within our community and placed a barrier to community and economic growth and development. As a result, there are items staff and our consulting engineers have determined the City should make comment on. They are summarized as follows:

- Consider adopting rules that are more closely aligned with State regulatory standards.
- Consider provisions to credit redevelopment sites for existing impervious surface.
- Consideration of a 'payment for credit' system to offset onsite requirements and provide a funding mechanism for regional infrastructure needs.
- Consideration of a regional cost share that meet (but do not necessarily exceed) regional flood control and water quality goals.
- Consider reducing wetland buffer widths requirements when documented wetland protection occurs with a smaller buffer.

City staff hope the enclosed letter will provide the districts with greater understanding of how their rules affect our community in an adverse way. Additionally, we hope to initiate future

conversation of how our organizations may continue to work together to achieve each organization's goals.

Recommendation

Staff recommends the Council review the enclosed memo. If the Council is favorable, staff recommends the City Council ***move to authorize the mayor to sign the Rice Creek Watershed District 2024 Rule Revision Initial Comment Letter.***

Attachments

Rice Creek Watershed District 2024 Rule Revision Initial Comment Letter

May 13, 2024

Patrick Hughes
Regulatory Manager
Rice Creek Watershed District
4325 Pheasant Ridge Dr. NE, #611
Blaine, MN 55449-4539
Ph: 763-398-3080

Re: RCWD 2024 Rule Revision - City of Forest Lake, MN Comments

Mr. Hughes:

The City of Forest Lake understands that Rice Creek Watershed District (RCWD) intends to update its rules during the 2024 calendar year for implementation in 2025. At this time, the City of Forest Lake offers the following comments, we may amend or add to these comments after draft rule are circulated.

General Comments

- Metropolitan communities face numerous regulatory requirements of varying magnitude across multiple jurisdictions. This leads to costly redundancies, multiple review periods of varying lengths, and excessive documentation management. The Minnesota Pollution Control Agency already provides construction stormwater regulatory standards that govern the entire state, and the City's Municipal Separate Storm Sewer System (MS4) permit also provide regulatory standards. To reduce redundancies, incompatible review periods, and bureaucratic red tape, as well as minimize taxpayer costs, RCWD should incorporate rules that better align with state regulatory triggers for permitting. RCWD and Comfort Lake Forest Lake Watershed District (CLFWLD) have general development and redevelopment triggers that are much lower than the State's standard of 1 acre. RCWD's trigger of 10,000 square feet creates a significant hardship to future economic growth for our community.
- Consider a stormwater quality "payment for credit" system. If developers and/or communities can pay into a fund that provides regional projects throughout the watershed district with higher benefits relating to flood value and/or water quality

for lower cost, then more of RCWD goals can be accomplished while being better stewards of our finite land resources.

- RCWD does not currently participate in any cost share regulatory projects that just meets RCWD rules. Instead, RCWD's policy has been to only participate in projects that go above and beyond the minimum permit requirements. RCWD's current position fails to consider that RCWD rules already have standards that are greater than the State's standards for MS4 communities. In addition, RCWD's participation in regional projects that provide a benefit to the community would help demonstrate RCWD's genuine intention to put its permit revenue and taxing dollars back to work for the local community.
- Under RCWD's current rules a site that wants to redevelop does not receive any acknowledgement of pre-existing water use rights. Specifically, a site's current impervious surface coverage is not considered and instead RCWD requires redevelopment to use "pre-settlement conditions." This has had and will continue to have a debilitating effect on development in the City's downtown area and will continue to prevent redevelopment in other commercial corridors.

Rule C: Stormwater Management Comments

- Rule C.2.(b) - A 10,000 square foot threshold for development and redevelopment projects is incredibly difficult to accommodate on small sites. The result is that development does not happen because the rules have made it cost prohibitive or development sites must construct private underground storage facilities that have a history of failure and other problems.

Recommendation: The City of Forest Lake recommends alignment of the development and redevelopment project threshold with the federal and state MS4 permit of 1 acre. This will not impact large subdivision projects whose total disturbance and impervious area creation are often much larger than 1 acre.

- Rule C.6 – Compliance for volume control and sediment reduction are identified as needing to be to the "maximum extent practicable". However, phosphorus removal often requires expanded facility volumes (and likely footprints) in Forest Lake, where the water table elevation and clayey soils often prohibit infiltration. While the total phosphorus (TP) removal factor (Table C1) helps mitigate the treatment effectiveness of certain best management practices (BMPs), total site area available for practices are the limiting factor which can be viewed as a taking of land and/or incur economic hardship.

Recommendation: It may be prudent to consider the impacts of excess nutrients on the receiving water as compared to the benefit of flood control to identify areas within the RCWD jurisdiction that would benefit more from expanded facility volumes for the purpose of meeting a TP removal standard.

Rule F: Wetland Alteration Comments

- Rule F.6.(e) – The Southwest area of Forest Lake is regulated by wetland buffer standards defined by the JD4 CWPMP and associated WMC. This is the fastest growing area in Forest Lake and development will be impacted by extended buffer standards. The restrictions on development caused by the significant buffer standards has historically been in conflict with Met Council's development density standards for Forest Lake and has either forced a reduction in total lots and/or lot size.

Recommendation: RCWD should enact wetland buffer requirements only to the length necessary to meet required water quality and provide option to meet reduced buffer length if the City and/or developers can demonstrate that regional wetland protection, flood storage capacity, and water quality improvement standards are met.

The City of Forest Lake appreciates the opportunity to provide this input on Rice Creek Watershed District's 2024 Rule Revisions and we thank you for your consideration of them as an opportunity to better align our individual organization's goals.

Sincerely,

Mayor Mara Bain

Cc: Michael Kinney, CLFLWD Administrator
Fran Miron, Washington County District 1 Commissioner



Date: May 13, 2024

To: Mayor Mara Bain and City Councilors

From: Abbi Wittman, Community Development Director

Re: 2024 Community Development Department Summer Internship

Introduction

Staff is seeking the Council's approval of a 2024 summer intern for the Community Development Department. As a new position that was not included as part of 2024 budget discussions, the position will help with a variety of administrative functions throughout the department.

Background

Prior to 2022, the City of Forest Lake would employ a fulltime, temporary intern to assist with Zoning Administration and Code Enforcement throughout the summer months. This position was not created or filled in 2022 and 2023 as our offices were adjusting to new staffing and it was determined bringing an intern into the department while the department was trying to understand and build operations would likely not provide a meaningful experience for the intern.

For some (undetermined) time, the City has hired seasonal, part-time staff to be the day-of Arts in the Park/Farmer's Market coordinator; in more-recent years, that position has been full-time, assisting with park reservations and marketing efforts. That said, in 2023 the City began contracting social media efforts and has recently hired a City Clerk to assist with marketing and communications. Additionally, the average month summertime reservations are 15; the amount of time needed to conduct this work does not equal a full-time position.

Given the recent vacancy of the Parks Supervisor position, the Community Development Department is in need of ongoing, daily support during the peak development and event season. This frontline administrative work would free up existing staff's time (predominantly the Department's Administrative Assistant) so they could focus on Arts in the Park. Having existing staff run Arts in the Park this year will help ensure its continuity and success - this and in coming years.

The internship would be a combination responsibilities including zoning administration (i.e. answering resident inquiries, site visits, and violation notice drafting), policy research and program development, as well as assist with facility management (i.e. reservations, event

permit review, etc.) and marketing (including, but not limited to, website enhancements). Please see the enclosed job posting for reference. The position would be (approximately) 2/3 time focused on planning/zoning and 1/3 of the time on Park and Recreation matters.

Council Consideration

Is the Council favorable to advertising for an intern for the Community Development Department for the 2024 summer?

Fiscal Impact

Hiring an intern was not noted in the 2024 approved budget. The City has budgeted funds in the Parks Programming budget to hire part-time staff this year. Accounting for *anticipated* Park Ranger and Warming House Attendant wages, there is sufficient funding to hire a full-time intern for 12 weeks at a total cost of \$8,160.

Recommendation

Staff recommends the City Council *move to approve the advertising of an intern for the Community Development Department for summer, 2024.*



Position: Community Development Intern

Employment Type: Full-Time, Temporary (10-12 weeks, June-August)

Duration and Hours: 32-40 Hours/Week (Negotiable, depending on internship needs)

Compensation: \$17/Hour

Position Summary: This position provides support for all operations of the Community Development Department including planning, zoning, code enforcement, economic development, and park and recreation activities. The position will review current development applications, conduct zoning administration including site visits and documenting code violations, perform research into present and potential issues encountered at the municipal level, and assist with park and recreation event marketing, facility use, and policy development.

Example of Duties:

- Respond to citizen inquiries regarding applicable City Code regulations, application processes and procedures, and other Community Development functions and assist in the review of at least one planning and zoning application.
- Assist investigations of possible code violations; work with City staff to document, draft notices, and conduct follow-up as needed.
- Conduct technical research, assess information and data, participate in special studies, and assist with park and recreation program development as needed.
- Collaborate with other city departments to work on event marketing and facility use requests as needed.

Education and/or Experience Required:

- Current student or recent graduate of a bachelor's or master's degree program with coursework in urban planning, public administration, or closely related field
- Strong written and verbal communication and organizational skills
- Ability to interact with the public in a positive manner
- Competency with Microsoft Office Suite
- Responsible and ability to work independently
- Valid driver's license

Application Deadline: A first review of applications will be May 30th, 2024.

For more information or to apply online, please visit the City of Forest Lake website at <https://www.ci.forest-lake.mn.us/168/Employment-Opportunities>.

Date: May 13, 2024

Agenda Item: Contracted Communication Services

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

Last fall, with two vacancies in the Administration Department, the previous administrator signed a contract with Peachiie to provide some communication services such as social media management (mainly facebook) and email marketing (the weekly email update sent out on Fridays). The cost for these services is \$3,500 a month. This is a month to month contract that can be canceled with a 60 day notice.

ISSUE BEFORE COUNCIL:

Should the city provide Peachiie with the required 60 day notice to terminate the agreement? If not, are there other services the council would like to have Peachiie complete for an additional fee?

PROPOSAL/ANALYSIS:

Now that the City Clerk position is filled, the city should consider terminating this contract. The social media management, weekly e-newsletters and website updates were proposed to be completed by the city clerk role. While we may not be able to continue the branding that Peachiie has brought to our social media posts, bringing the task back in house will be quicker and more efficient for staff throughout the organization. The city could expect their social media posts to be similar to those cities around us ([Hugo](#), [Scandia](#), [Columbus](#), [Wyoming](#), [Lino Lakes](#)) who do not always have a branding campaign incorporated in their posts but focus on getting information out in a timely manner.

FISCAL IMPACT:

Canceling the contract will save the city \$3,500 a month or \$42,000 a year. These costs were not included in the 2024 budget.

DISCUSSION:

Council should discuss and provide direction to staff about continuing the contract with Peachiie.

ATTACHMENTS:

- Peachiie Contract
- March 2024 Performance Recap



PEACHIIE MARKETING LLC SCOPE OF WORK

For Marketing Services

THIS DOCUMENT IS A SCOPE OF WORK ("SOW"), dated as of 11/14/2023 ("Effective Date") between Peachiie Marketing LLC ("Consultant"), and The City of Forest Lake, Minnesota ("Client") and is subject to the terms of the Engagement Agreement ("Engagement").

This SOW may be executed in two or more counterparts, all of which shall be considered one and the same SOW and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Project Description/Scope of Activities: Subject to the terms of the Engagement, Consultant will produce the deliverables as follows at \$3,500 (\$USD/Month):

Organic Social Media Management

- Content planning, creation and scheduling:
 - Plan, create, and deploy the copy/imagery for posts, stories and video clips/reels for the following:
 - City of Forest Lake Facebook
 - City of Forest Lake Next Door (When applicable)
 - City of Forest Lake YouTube (When applicable)
- Build KPIs/goals and strategy for social media presence
- Use advanced planning platform for easy review and approval of upcoming month's content
- Partner with key internal stakeholders to determine communication pillars (themes) to manage posting mix and post volume
- Create assets/visuals in-house where light graphic design work is needed in relation to social media
- Partner and coordinate with additional copywriters, videographers and/or photographers as needed to support promotion/communication strategy
- Manage audience-generated and/or influencer content use and distribution as well as share curated content from visitors, partnerships with other local businesses, etc. as appropriate
- Manage timely responses to posts, comments, direct messages, story replies, shared/tagged content, hash tagged content, reviews, etc.
- Continue to build follower/engager base and manage social relationships
- Partner with key internal stakeholders to build boilerplate messaging & a 'communications log' for turnkey responses as needed

Brand Management:

- Ensure brand guidelines/standards are consistently followed on all social media channels in regards to color palette, tone, voice and visual best practices

Analytics & Reporting:

- Monthly report on social media performance

Meetings:

- Meet with Client 1 hour per month (can be broken up into bi-weekly meetings if needed) to discuss upcoming content, promotions, materials needed, etc.

Email Marketing: Curation of up to four email communications per month. Emails cannot be prorated and must be used within the current month's time frame to remain applicable.

Content planning, creation and scheduling:

- Write copy and messaging
- Design graphic elements
- Curate photography/videography

List Management:

- Work to build and maintain list of subscribers
- Curate photography/videography

Brand Management

- Ensure brand guidelines/standards are consistently followed on all social media channels in regards to color palette, tone, voice and visual best practices

Metrics & Reporting

- Define benchmarks and goals for open rates, click-through rates and more
- Provide monthly reporting and insights on performance

Additional emails beyond scope per month will be charged at Consultant's Standard Hourly Rate of \$100 (\$USD/Hour).

Project Description/Scope of Activities: Subject to the terms of the Engagement, Consultant will produce the additional below deliverables on an A La Carte/as needed basis, and will be charged separately and in addition to the above scope:

Facebook & Instagram Social Media Paid Advertising: Paid advertisement is billed at 30% of total ad spend/month, and the ad budget is set by Client.

Setup & Graphics:

- Strategy
- Messaging/copy development
- Development and/or procurement of images/video/creative assets
- Targeting pixels/codes
- Ad creation within platform
- Testing
- Deployment
- Reporting 1x/month

Media Management:

- Optimizing
- Monitoring
- Scaling

Additional A La Carte Services: Will be billed at Consultant's Hourly Standard Rate of \$100.00 (\$USD/Hour).

Include but not limited to:

- Graphic Design (Non-Social Media)
- Public Relations Support/Management
- Influencer Relations
- Other Misc. as Defined by Future Strategy Sessions/Marketing Planning

Terms of Engagement:

The Engagement will begin on the Effective Date and continue on a Month-to-Month basis, ending upon notice of sixty (60) days from either Party to the other Party. Upon the expiration of the Term, this agreement will be deemed as a successfully completed SOW.

Invoices will be billed on the 1st calendar day of each month, due on the 15th calendar day of each month, with Net-15 terms. If the Engagement Date does not begin on the 1st calendar day of the month, the Client will be billed from the Engagement Date through the end of the month. All subsequent bills will be charged according to the monthly cadence. If the Engagement End Date does not end on the 1st calendar day of the month, the Client will be billed the amount for all days within the month when the Engagement was active. All subsequent bills will be charged according to the monthly cadence.

All reasonable expenses incurred by Consultant on behalf of Client are reimbursable expenses. Expenses larger than \$0.00 require prior written approval (email sufficient) of Client. This will sometimes require an upfront payment of larger expenses (i.e. – media buy for ads, mailings, etc.) by Client, either to the provider of services directly or to Consultant in order to cover the costs, prior to Consultant being able to sufficiently perform the tasks required. Delays in expense payments by Client may impact deliverable dates by Consultant and any delays as a result shall not be the responsibility of the Consultant.

Any A La Carte services requested by Client that fall outside of the Scope of this agreement will be agreed upon by Client and Consultant, memorialized in writing (email sign-off is sufficient), and billed at Consultant's normal rate of \$100.00 per hour (\$USD/Hour) unless other payment options are otherwise agreed upon. Additional work outside of the Scope of this agreement and services considered A La Carte will be scoped separately.

Legal Terms and Conditions:

1. PERFORMANCE

Consultant agrees to perform those services as described in the Scope of Work as outlined above.

2. PAYMENT

Client agrees to pay Consultant as stated in the Scope of Work above. Client will reimburse Consultant for all travel costs and expenses incurred by Consultant on Client's behalf. Unless otherwise agreed, invoices are due and payable within fifteen (15) days of the date of the invoice. If any amount due hereunder is not paid when due, the Consultant shall have the right to charge interest at the rate of the lesser of eight percent (8%) per annum or the highest rate allowed by law on the unpaid amount.

3. INTELLECTUAL PROPERTY

Upon payment in full for services, Consultant hereby assigns to Client all right, title and interest that Consultant has in all documents created for Client under the Scope of Work, including but not limited to any copyright in said documents. Upon request, Consultant will, at Client's expense, execute any additional documentation requested by Client to formalize or document the transfer of rights to Client. Client understands and agrees that Client is solely responsible for assessing and securing any intellectual property rights as they arise when working with Consultant. Consultant may use examples of the work for Client for such things as client acquisition(s) and brand building purposes. In the event Consultant acquires third party rights for use in any Client materials (i.e. – photographs, etc.), Client agrees to use the third-party materials within the scope of the license acquired and for no other purpose. Client agrees to indemnify and hold Consultant harmless from and against any claims made by a third party arising from Client's use of the materials outside of the scope of the license or through any negligent act or omission by Client. This section will survive the termination of this Agreement in perpetuity.

4. LIMITATIONS ON LIABILITY

Consultant, its data licensors and its third parties are not and shall not be liable for any claim, injury or damage(s) arising from the Client's use of or the inability to use Consultant's services or licenses, including, without limitation, any negligent acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating or delivering information. This section will survive the termination of this Agreement in perpetuity.

5. TERMINATION

This Agreement shall commence on the date set forth above and shall remain in effect until the work described in the Scope of Work is completed, or until terminated by either party. Unless otherwise agreed, either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party of their desire to terminate this agreement. In addition, Consultant may cease work immediately upon notice to Client if amounts due hereunder are not paid as agreed. Termination shall not relieve either Party of any obligations incurred prior to the termination or contained within this Engagement (or the Terms & Conditions). Upon termination, Consultant agrees to cease all promotions of ***Clients'*** services/products, as well as cease all use of Client's technology and Marks. Upon request, Consultant is to promptly destroy or return all copies (electronic or written) of content, technology, and any other confidential or proprietary information in Consultant's possession or control.

6. CONFIDENTIALITY

"Confidential Information" means all non-public information delivered by one party to the other, which information is marked as "confidential", "proprietary" or with other words of similar import. Neither party may use, disclose, sell, license, publish, reproduce, or otherwise make available the Confidential Information of the other party to any unauthorized third party. Each party will secure and protect the disclosing party's Confidential Information in a manner consistent with the manner in which the receiving party secures and protects their own Confidential Information. This Section shall survive termination of this Agreement in perpetuity.

7. INDEPENDENT CONTRACTOR

Consultant and Client are independent contractors of one another and neither party's employees will be considered employees of the other party for any purpose. This Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other to any third party. Consultant is solely responsible for all taxes arising from or due in connection with Consultant's services under this Agreement.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to the conflicts of laws or principles thereof. Any dispute, action, or suit related to this Agreement shall be brought in the state or federal courts sitting in Ramsey County, Minnesota.

9. NOTICES

Any notice or other communication required or permitted under this Agreement shall be given in writing, including, but not limited to email communications.

10. WAIVER

No waiver by either party of any breach of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions herein. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

11. MODIFICATIONS

This Agreement contains the complete agreement of the parties on the topics contained herein. No modification(s) of this Agreement shall be effective unless in writing and signed by both parties.

12. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

13. CLIENT RESPONSIBILITIES

It is the client's responsibility to provide all necessary materials and any necessary content, in the formats required, for the Consultant to perform work as specified in Scope of Work.

The signatures below indicate a legally binding agreement and acceptance of this SOW by the parties.

Peachiie Marketing LLC (Consultant)

By: Christina Underkoffler

Name: Christina Underkoffler

Title: Co-Founder Peachiie

CITY OF FOREST LAKE (Client)

By: Tatiana Casey

Name: Tatiana Casey

Title: Administrator



PERFORMANCE

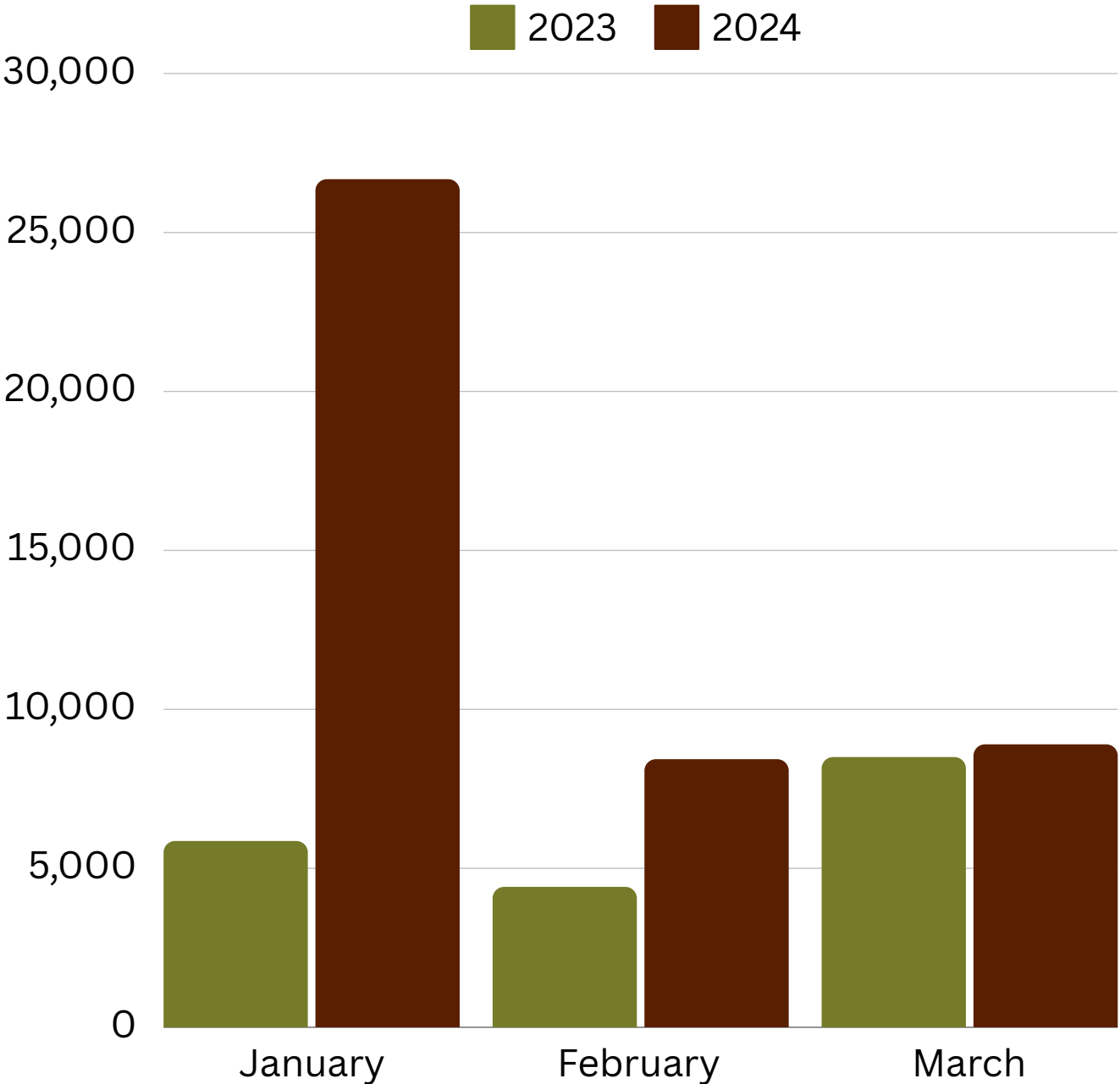
Recap

MARCH 2024

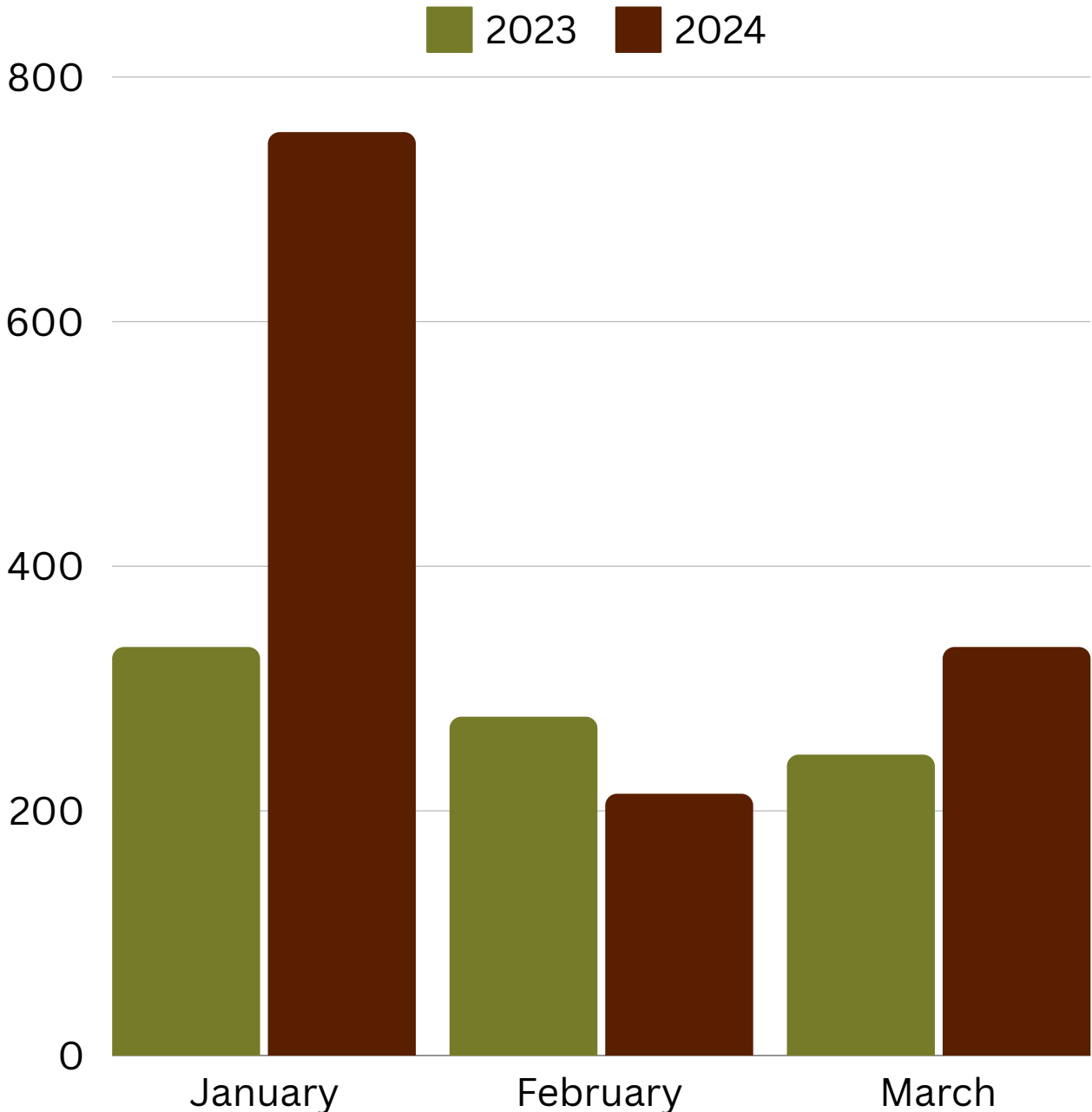
SOCIAL PERFORMANCE

Assessing social media post performance involves analyzing key metrics such as reach & engagement to evaluate the effectiveness of content. By tracking these metrics, we gain valuable insights into audience response, allowing us to refine our strategy and create more impactful content that resonates with our followers.

PAGE REACH



PAGE ENGAGEMENT



REACH

147.2% increase in reach
from from Q1 2023 to Q1
2024

ENGAGEMENT

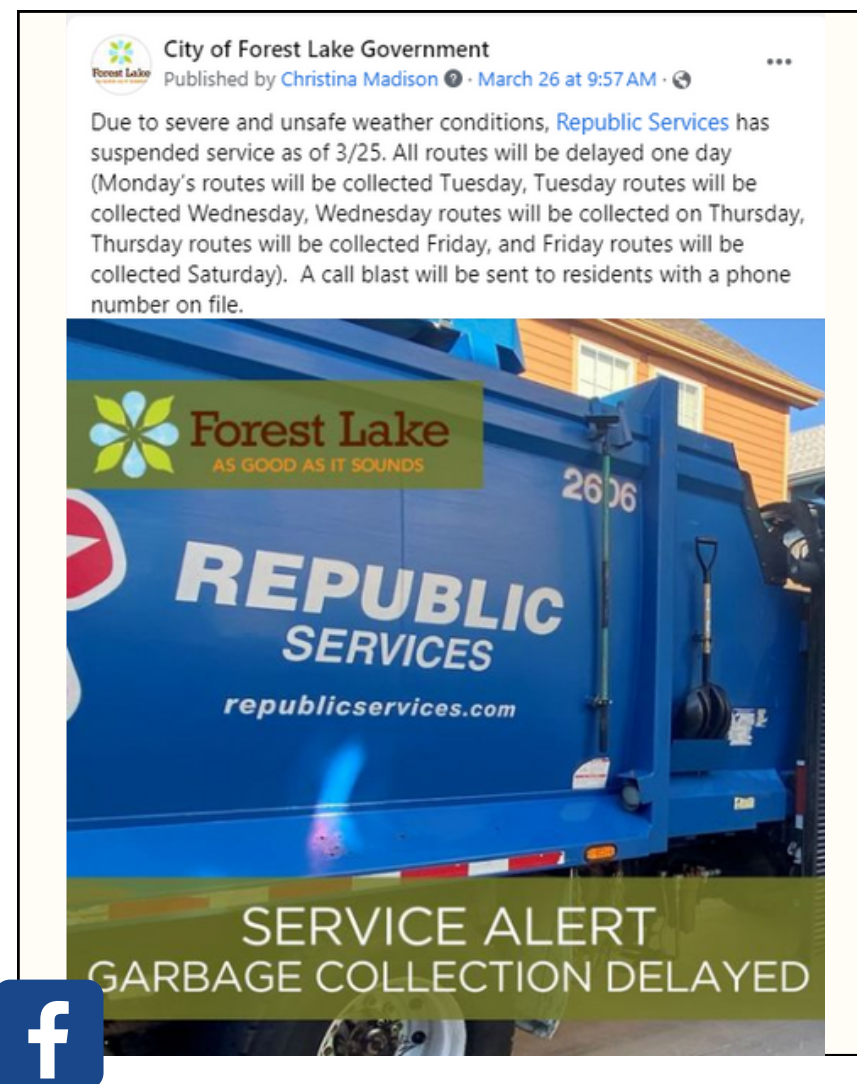
51.6919% increase in
engagement from Q1 2023
to Q1 2024



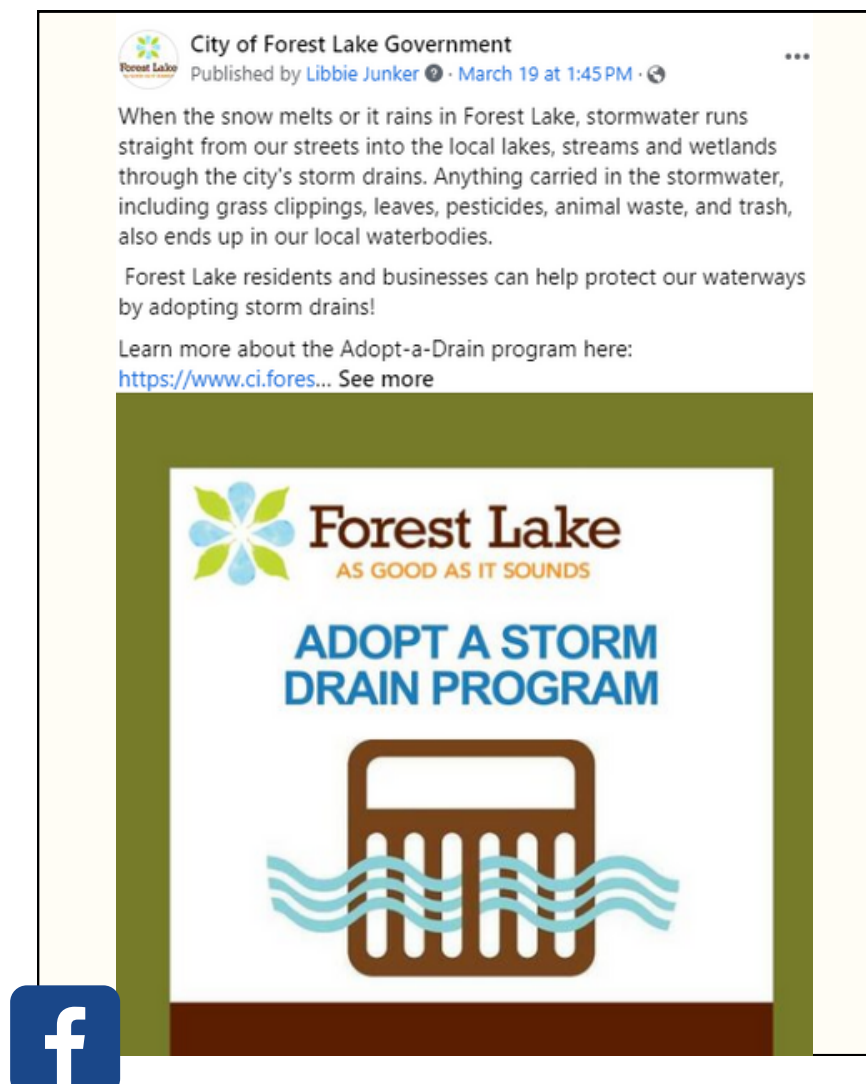
SOCIAL PERFORMANCE

March highlights

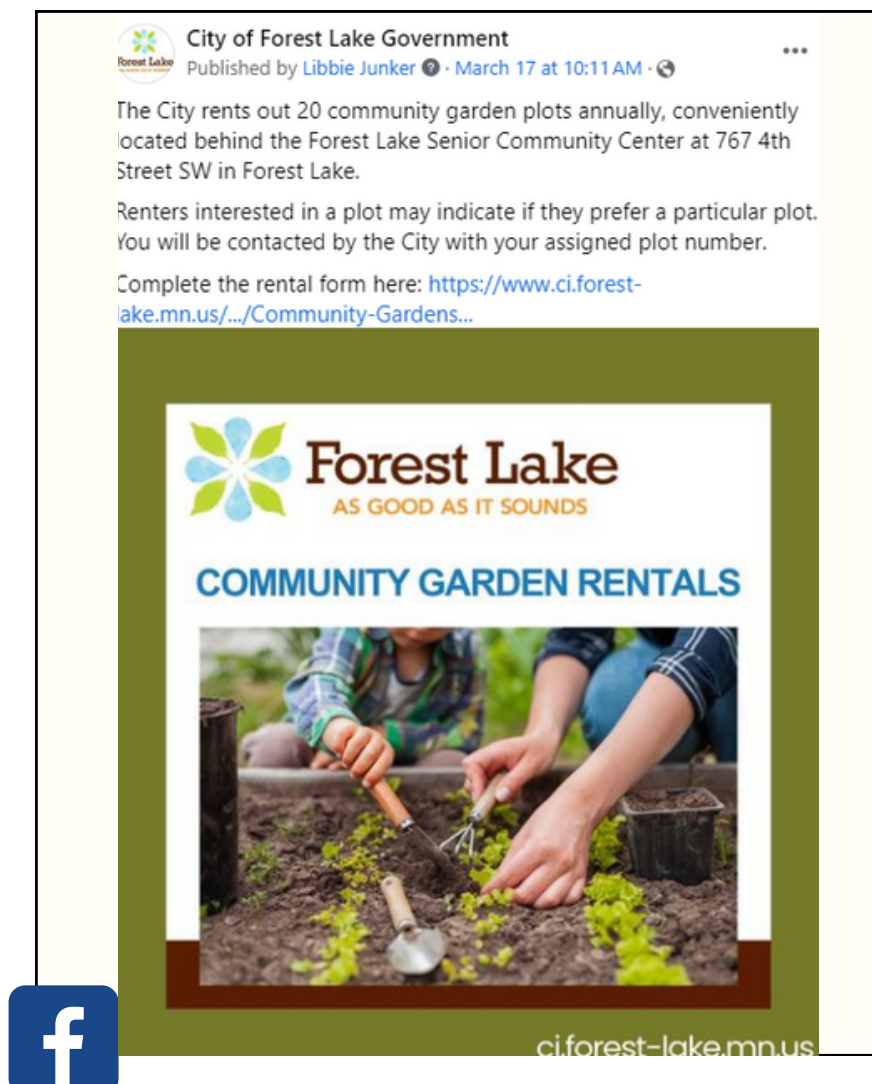
Analyzing the performance of our social media posts provides invaluable insights into audience preferences and behaviors. By assessing metrics such as reach, engagement, and conversion rates, we can identify which types of content resonate most with our audience and refine our strategy accordingly. This analysis empowers us to optimize future content, ensuring it aligns with audience interests and drives meaningful interactions, ultimately leading to enhanced brand visibility and engagement.



Reach: 5,387
Interactions: 55
Shares: 18
Comments: 9



Reach: 1,988
Interactions: 21
Shares: 5
Comments: 4



Reach: 2,017
Interactions: 12
Shares: 6
Comments: 0



SOCIAL AUDIENCE

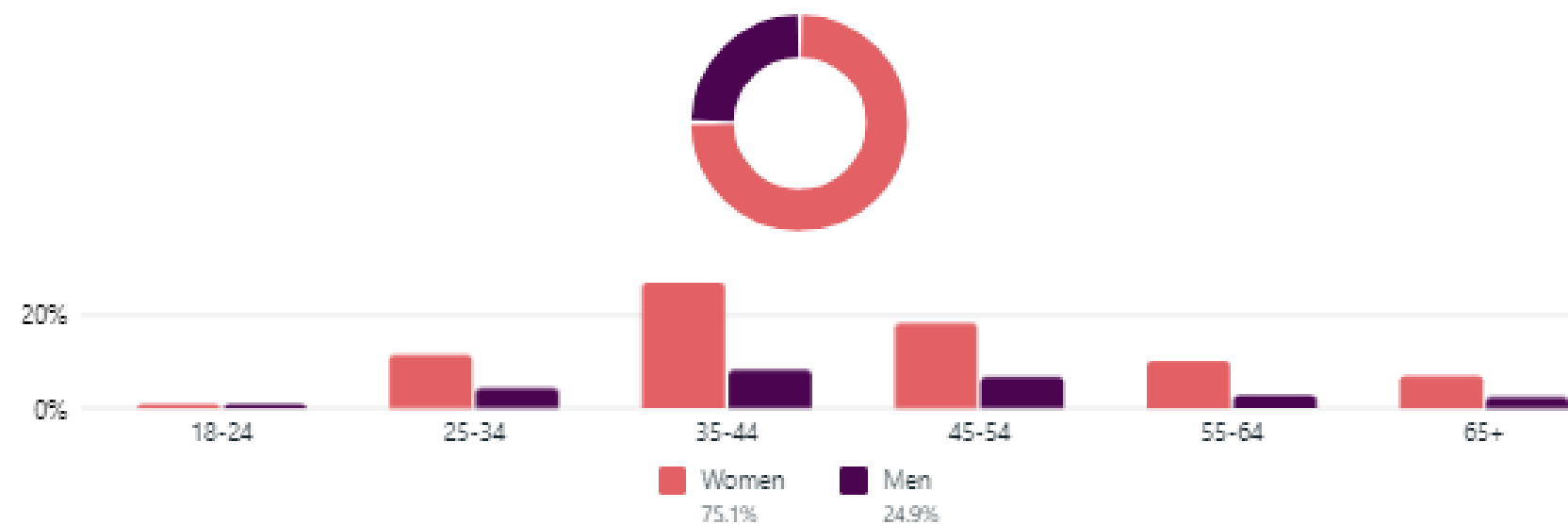
March highlights

Analyzing a snapshot of information about an organizations social media audience provides valuable insights into their demographics, interests, and behaviors. Understanding these aspects enables us to tailor content, engagement strategies, and advertising efforts to better resonate with the audience, ultimately fostering stronger connections and driving meaningful interactions.

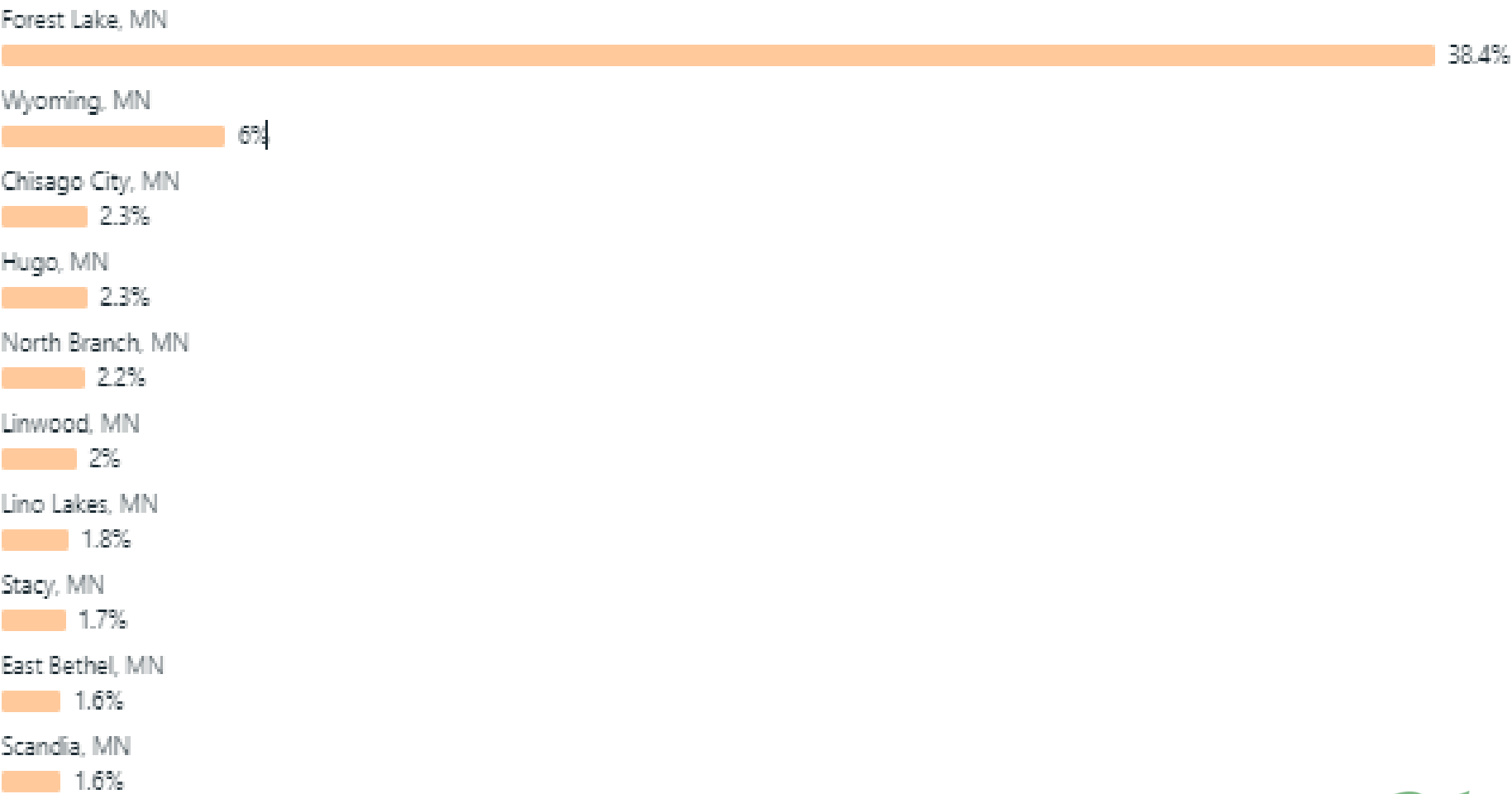
Facebook followers ⓘ

5,174

Age & gender ⓘ



Top cities

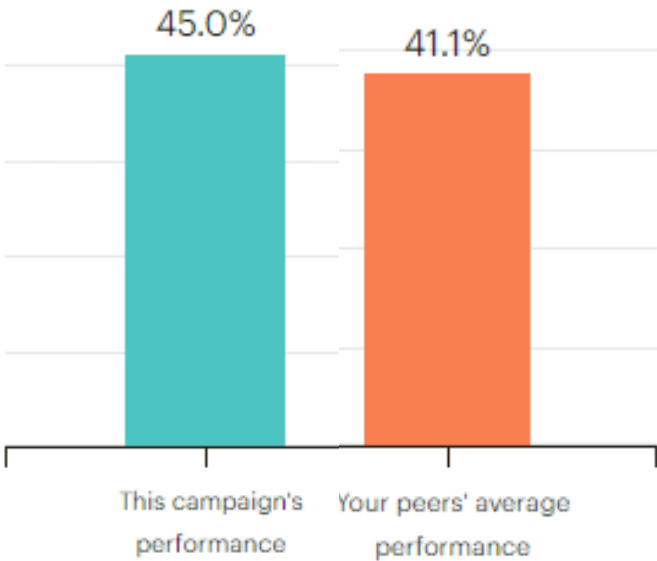



March, 2024 (4)

EMAIL

Email marketing allows businesses to directly reach their target audience, fostering personalized communication and building stronger relationships with customers. It offers a cost-effective way to deliver tailored messages, promotions, and updates, driving engagement and conversion rates. Additionally, email marketing provides valuable insights through analytics, enabling businesses to refine their strategies for better results over time.

MOST RECENT MARCH
EMAIL PERFORMANCE
COMPARED TO PEERS



	<div>City of Forest Lake - Week of 4/1/2024</div> <div>Regular · Weekly Meeting Email</div> <div>Sent Fri, March 29th 3:00 PM to 717 recipients by you.</div> <div>Edited Fri, March 29th 11:52 AM by you</div>	<div>Sent</div>	<div>45.0%</div> <div>Opens</div>	<div>5.3%</div> <div>Clicks</div>
	<div>City of Forest Lake - Week of 3/25/2024</div> <div>Regular · Weekly Meeting Email</div> <div>Sent Fri, March 22nd 3:00 PM to 716 recipients by you.</div> <div>Edited Thu, March 21st 11:00 AM by you</div>	<div>Sent</div>	<div>46.8%</div> <div>Opens</div>	<div>4.1%</div> <div>Clicks</div>
	<div>City of Forest Lake - Week of 3/18/2024</div> <div>Regular · Weekly Meeting Email</div> <div>Sent Fri, March 15th 3:00 PM to 716 recipients by you.</div> <div>Edited Thu, March 14th 10:34 AM by you</div>	<div>Sent</div>	<div>46.4%</div> <div>Opens</div>	<div>3.7%</div> <div>Clicks</div>
	<div>City of Forest Lake - Week of 3/11/2024</div> <div>Regular · Weekly Meeting Email</div> <div>Sent Fri, March 8th 3:00 PM to 716 recipients by you.</div> <div>Edited Thu, March 7th 11:52 AM by you</div>	<div>Sent</div>	<div>40.5%</div> <div>Opens</div>	<div>4.9%</div> <div>Clicks</div>



UPCOMING PRIORITIES AND RECOMMENDATIONS



UPCOMING PRIORITIES

- Feedback! How are we doing?
- Further discuss other social media channel opportunities: Next Door, YouTube, Instagram, LinkedIn
- May content calendar

RECOMMENDATIONS

- To optimize and streamline digital efforts, it's essential to ensure seamless communication, aligning the voice and messages conveyed on social media with the latest updates on the website. Let's discuss!



DEFINITIONS

- **Open Rate:** The percentage of subscribers who open a specific email out of the total number of subscribers that the email successfully delivered to
- **Click-Through Rate:** The percentage of people who clicked a link in your email out of the number of people who opened your email
- **Delivery Rate:** The percentage of emails that were actually delivered, minus bounces (out of the total sent)
- **Reach Rate:** The number of people who have seen your post (reached)/ total number of followers
- **Engagement Rate:** The number of interactions your content receives/ total number of followers
- **Reach:** Measures the number of unique people who saw the content for the first time/ were exposed to the content
- **Impressions:** Helps measure the number of people who have seen a post (could be more than once), even if they didn't click, comment, or otherwise engage with that post
- **Engagement:** Any action someone takes on your Page or one of your posts. The most common examples are reactions (including likes), comments and shares, but it can also include saves, viewing a video or clicking on a link, etc.
- **Reaction:** A response to a post or ad in which a person chooses one of several emoticons (Like, Love, Haha, Wow, Sad, Angry) to indicate their feelings about the content
- **Users:** A user represents a single person who comes to a given site
- **Pageviews:** Counts when a user loads a given page on your site (could count different pages or the same page multiple times)
- **Source/Medium:** The origin of your traffic, such as a search engine (for example, google) or a domain (example.com). Medium: the general category of the source
- **Referral:** When one website refers to your website, and the user clicks through to wind up on your website. This can happen through a URL, media embed or another website mention
- **Page Like/Follow:** To show support for a Page, one can like it. When a page is liked, it is automatically followed, which means it will show updates within the feed. When a page is followed, it is not automatically liked.





Thank You



Date: May 13, 2024

Agenda Item: Airport Commission Ordinance

To: Honorable Mayor and City Council

From: Kristina Handt, Interim City Administrator

BACKGROUND:

The ordinance establishing the Airport Commission was adopted in 2001. Since that time there have been two minor amendments to the membership section (31.57) in 2006 and 2017. Otherwise, the ordinance has been largely unchanged for over two decades.

ISSUE BEFORE COUNCIL:

Should the Council make changes to the Airport Commission Ordinance (Sec 31.55-31.59)?

PROPOSAL/ANALYSIS:

Included in your packet is a copy of the Airport Commission code. I've made a few suggested changes to the membership section. First, this is the only commission in which a Council Member is a voting member. I'm proposing to change the language so that there is one Council Member on the Airport Commission but they serve in a non-voting ad hoc capacity. This language is similar to what is in code for the Human Rights Commission. A review of other airports (those used in the 2016 rate study) provides a mixed bag with regards to council members being voting members on the commission. A summary is provided in the table below. Copies of the actual code, bylaws or other info about airport commissions from these communities is attached to this report.

City	Council Member (Y/N?)	Type of Service
Forest Lake	Y	Self Service
South St. Paul	N	Full Service
New Richmond	Y-2	Full Service
Red Wing	N	Full Service
LeSueur	Y-1 chair	Self Service
Buffalo	Y-1	Full Service
Mora	Y	Self Service
Princeton	Liaison	Self Service
Osceola	N	Full Service
Cambridge	Y-abolished in 2024	Self Service

In addition, I'm proposing adding language to include designating a Vice Chair and Secretary. The ordinance currently only requires the appointment of a Chair. It is customary to also appoint a Vice Chair so should the Chair be absent it is clear who should run a meeting. I've also suggested appointing a Secretary as currently a member of the commission serve as Secretary by completing the minutes of the meeting. The council could decide to have Time Savers do the minutes for this commission much like they have recently implemented for other commissions as well as council meetings.

Another area the Council may want to update is Sec. 31.58 where it says "It shall meet monthly, or more often, on the call of its Chairperson or a majority of its members..." Should monthly be changed to quarterly or every other month since the commission is not needing to meet monthly? Perhaps changing it to quarterly while keeping the language about meeting more often as needed would more accurately reflect how the commission is operating?

Are there any other changes to this section of code the council would like to make at this time?

FISCAL IMPACT:

Small publication fee in local newspaper.

DISCUSSION:

Council should review the Airport Commission code and direct staff to make any changes. An ordinance update would need to be brought back at a future meeting for formal adoption.

ATTACHMENTS:

- Forest Lake Airport Commission Code
- Fleming Field (South St Paul) Airport Advisory Board Code
- New Richmond Airport Commission Code
- Red Wing Airport Advisory Committee Code
- LeSueur Municipal Airport Commission Code
- Buffalo Airport Advisory Board Handbook
- Mora Municipal Airport Board Code
- Princeton Airport Advisory Board website
- Osceola Airport Commission Code
- Cambridge Airport Advisory Board website (discontinued in 2024)

AIRPORT COMMISSION

§ 31.55 ESTABLISHMENT.

There is established a non-salaried, advisory airport commission to be known as the "Municipal Airport Commission of the City of Forest Lake."

(Ord. 508, passed - -2001)

§ 31.56 POWERS AND DUTIES.

The Airport Commission shall plan, promote and encourage the development and utilization of the municipal airport. It shall advise the Council, both with respect to general policies and detailed administration, in all matters relating to the acquisition, construction, improvement, maintenance, operation, management and control of the municipal airport and appurtenances thereto. It shall advise the Council with respect to the airport budget, the charges and other financial arrangements for the use of the airport property as well as recommendations for the zoning and protection of aerial approaches. It shall consult and cooperate with such federal, state and other agencies as may be necessary to insure that the city receives the maximum cooperation, financial and otherwise, from the agencies for the operation and maintenance of the airport facilities.

(Ord. 508, passed - -2001)

§ 31.57 MEMBERSHIP.

The Airport Commission shall be composed of 5 members appointed by the Mayor with the approval of the City Council from persons interested in the development and utilization of the municipal airport. Members ~~may include both citizens and up to 2 members of the City Council and~~ shall be residents of the city. In addition, one non-voting ad hoc representative from the City Council shall be appointed by the Mayor. The non-voting ad hoc Council representative shall attend meetings of the Commission and participate in the discussion of the matters coming before the Commission and may participate as deemed appropriate in other activities of the Commission. The Commission shall designate 1 of its members as Chairperson, 1 as Vice Chair and 1 as Secretary. Two members of the original Commission shall serve for a term expiring on the date of the second regular City Council meeting held in January 2003. Three members of the original Commission shall serve for a term expiring on the date of the second regular City Council meeting held in January 2004. After the terms of the original Commission members expire, members shall be appointed for terms of 3 years with the exception of City Council members, who shall be appointed for

a term of 1 year. Vacancies shall be filled by appointment of the Mayor with approval of the City Council for the balance of the term.

(Ord. 508, passed - -2001; Am. Ord. 547, passed 5-8-2006; Am. Ord. 665, passed 6-12-2017)

§ 31.58 MEETINGS AND REPORTS.

The Commission shall adopt bylaws and/or rules of conduct to govern its affairs and may otherwise conduct its business as it chooses consistent with the laws and ordinances of the city. It shall meet **monthly**, or more often, on the call of its Chairperson or a majority of its members and shall keep accurate minutes of its proceedings. The minutes shall be furnished to the City Council following a meeting. At the end of each year, the Commission shall make and file with the City Council a full report of its transactions for the preceding year.

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(Ord. 508, passed - -2001)

§ 31.59 ADMINISTRATIVE CONTROL.

Nothing in this subchapter shall be construed as removing from the City Council any of its governmental power or authority to manage the municipal airport, personnel, funds and properties.

(Ord. 508, passed - -2001)

Sec. 2-231. Fleming Field Airport Advisory Commission.

- (a) *Established.* The Fleming Field Airport Advisory Commission is hereby established. Members shall serve without compensation.
- (b) *Membership.* The commission consists of nine members appointed by the council and shall be comprised of the following:
 - (1) Two members from the Fleming Field Tenant's Association;
 - (2) Two members from the Fleming Field business community;
 - (3) Two airport users, to include one hangar owner and one aircraft owner/hangar renter;
 - (4) Two members from the Fleming Field neighborhood (one resident of South St. Paul and one resident of Inver Grove Heights);
 - (5) One member from an airport non-profit organization;
- (c) *Non-voting members.* The airport manager and city engineer shall be non-voting members of the commission. The airport manager shall keep members of the commission informed as to the progress and development of significant matters pertaining to Fleming Field. The airport manager shall prepare for and plan all meeting agendas and shall provide for minute-taking and record-keeping services at the meetings.
- (d) *Term.* Except as otherwise provided in this section, members of the commission are appointed for terms of three years and shall hold office until their respective successors are appointed and qualify. Initially, three members shall be appointed for one-year terms, three members shall be appointed for two-year terms and three for three-year terms.
- (e) *Vacancies or removal.* Vacancies are filled by the council for the unexpired term. A member who is absent from three consecutive meetings without the approval of the commission is automatically terminated. Such vacancy must be reported to the council so that an appointment can be made to fill the unexpired term.

(Ord. No. 1257, § 1, 4-2-2012)

Sec. 2-232. Officers.

- (a) *Chair.* The commission shall elect a chair in March each year with a term to commence at the next meeting. The chair holds office for one year and until a successor is elected and qualifies.
- (b) *Vice-chair.* The commission shall elect a vice-chair in March each year with a term to commence at the next meeting. The vice-chair holds office for one year and until a successor is elected and qualifies.
- (c) *Other officers.* The commission may elect other officers as it deems necessary.
- (d) *Duties of the chair.* The chair or vice-chair shall appear before the city council two times per year to deliver a semi-annual report from the commission.
- (e) *Duties of the vice-chair.* Fulfill duties of the chair when the chair is absent or unable to perform assigned duties.

(Ord. No. 1257, § 1, 4-2-2012)

Sec. 2-233. Meetings.

- (a) *Time and place of meetings; notice.* The commission must establish a regular time and place of meeting and must schedule at least one regular meeting per month. Special meetings of the commission may be called at any time by the chair or by any five members of the commission. Notice must be given at least three days in advance of all meetings.
- (b) *Open meeting law; records retention; data practices.* All meetings of the commission must comply with Minn. Stats. §§ 13D.01, 15.17 and ch. 13, or as such statutes may be amended.
- (c) *Robert's Rules.* Meetings of the commission shall be conducted in accordance with Robert's Rules of Order. The commission may make or alter rules and regulations governing its organization and procedure in a manner that is not inconsistent with this Code or any other ordinance of the city.
- (d) *Quorum.* A quorum of five commissioners is required to hold a meeting. Business may be transacted by a majority vote of a quorum. Non-voting members shall not be counted for purposes of determining a quorum.

(Ord. No. 1257, § 1, 4-2-2012)

Sec. 2-234. Functions of the commission.

- (a) The functions of the commission include, but are not limited to the following:
 - (1) Act in an advisory capacity to the council and to the airport manager in all matters pertaining to Fleming Field and to cooperate with other governmental agencies in its operations.
 - (2) Assist the city engineer and the airport manager in the preparation of the annual airport budgets before submission to the city administrator and city council, including operating and capital improvements budgets.
 - (3) Periodic review of airport's financial performance and airport services that exist or may be needed and make recommendations to the airport manager.
 - (4) Recommend policies on airport services for approval of the council.
 - (5) Advise the airport manager of problems regarding the operations of Fleming Field.
 - (6) Provide input to the city engineer on the performance of the airport manager.
 - (7) Review the effectiveness of the airport services with the airport manager.
 - (8) In the event there is a vacancy in the airport manager's position, assist in the hiring process.
 - (9) Other duties and responsibilities as assigned at the council's discretion.

(Ord. No. 1257, § 1, 4-2-2012)

Sec 2-140 Airport Commission

(a) *Generally.*

- a) An Airport Commission consisting of seven Commissioners is hereby created. The Airport Commission shall consist of two members of the Common Council and five Commissioners at large, of which one may be a resident of Star Prairie Township and the remaining Commissioners shall be residents of the City of New Richmond.
- b) Individuals interested in serving as at-large Commissioners shall complete and submit the City of New Richmond Board and Commission application form. All Commissioners shall be appointed by the Mayor of the City, subject to confirmation by the Common Council.
- c) Commissioners at large shall be appointed to staggered four year terms. The members of the Common Council shall be appointed for a term of one year.
- d) The five appointed Commissioners shall have a demonstrated background, interest or other relevant relationship to aviation.
- e) The Airport Commission shall elect a chairperson and vice-chairperson on an annual basis.
- f) The Airport Commission shall conduct regular business meetings, no less than on a quarterly basis. Meetings shall be held at the Civic Center unless otherwise approved by the Council. Meeting agendas shall be published by the City Clerk or their designee no later than one week prior to the meeting. Minutes of all Commission meetings shall be kept by the City Clerk and made available to the public.

(b) *Functions.*

- a) The Airport Commission shall, in all effects, be an advisory board to the Common Council. No act, contract, lease, or activity of the Airport Commission shall be or become a binding contract or obligation of the City unless expressly authorized by the Common Council, and then only to the extent so expressly authorized.
- b) The Airport Commission shall advise the Common Council on the construction, improvement, equipment, maintenance, long-term planning, and non-personnel operations of the airport and all affairs pertaining to aeronautics.
- c) Airport personnel are employees of the City of New Richmond, and are subject to the Employee Handbook, the City of New Richmond Compensation Policy, Purchasing Policy, and all other City policies. The Airport Commission does not determine employee compensation, nor is it involved in personnel matters including but not limited to the hiring, discipline, or termination of employees.
- d) The Commission shall recommend the adoption of regulations and establishment of fees and charges for the use of said airport not inconsistent with this section. Such regulations, fees and charges are not to become effective unless approved by the Council.

(c) *Authority of Manager.* The Manager, under the supervision of the City Administrator, shall have the duty of administering and enforcing all airport ordinances. All other job duties and responsibilities of the Airport Manager shall be identified in the job description approved by the Council.

(d) *Budget.* The Commission shall submit to the City Administrator an annual budget request setting forth anticipated revenues and expenditures, including capital improvements and the amount recommended to be raised by taxation for airport purposes before July 31 annually for inclusion in the consolidated budget presented to the Council in August.

(e) *Studies.* The Commission shall make studies and conduct surveys from time-to-time to assist it in improving the operation of the Airport, and for planning purposes.

- (f) *Leases*. The Commission shall prepare and adopt standard leases and agreements for the various types of airport activities and land uses authorized in this section. Leases and agreements shall be reviewed by the City Administration department and legal counsel prior to execution.
- (g) *Cooperation*. The Commission shall cooperate with and receive the cooperation of the Common Council and City departments providing services or assistance to the Airport.
- (h) *Emergency preparedness plan*. The Commission, in cooperation with the Emergency Government officials, officials, shall develop an emergency preparedness plan for the Airport, and put the same into effect.

(Code 1994, § 2-4-9; Ord. No. 376, 10-8-2007, Ord. No. 604, 03-11-2024)

HISTORY

Amended by Ord. [516](#) on 5/14/2018

Subd. 2. Powers and Duties.

- A. The Advisory Planning Commission shall have all the powers and duties defined or granted in Minnesota Statutes and the City Code relating to planning, zoning and subdivision regulation.

SECTION 2.10. AIRPORT ADVISORY COMMITTEE.

Subd. 1. Policy. It is the policy of the City to have an Airport Advisory Committee.

Subd. 2. Composition. The Advisory Committee shall be composed of seven members; four of whom shall be residents of the City of Red Wing, one of whom shall be a Goodhue County, Minnesota, resident and taxpayer of the City of Red Wing or hangar lessee, and two who shall be residents of Pierce County, Wisconsin. Preference shall be given to residents of the townships of Isabelle and Trenton.

Subd. 3. Purpose. To meet as needed to recommend policy and guidelines for the operation and maintenance of the airport.

Subd. 4. Powers and Duties. The Advisory Committee shall advise the Council in all matters dealing with the airport and its operation, and serve as a forum for citizen input on subjects relating to the airport and its operation.

SECTION 2.11. HARBOR ADVISORY COMMITTEE

Subd. 1. Policy. It is the policy of the City to have a Harbor Advisory Committee.

Subd. 2. Composition. The Advisory Committee shall be composed of up to seven members. Members shall be residents of the City in accordance with Section 2.08, Subdivision 4, of this Chapter, except that one member may be a nonresident who either owns real property in the City or has a slip at a City marina. All members shall be subject to nomination by the Mayor and confirmation by the City Council.

Subd. 3. Purpose. The purpose of the Harbor Advisory Committee is to (1) recommend policy guidelines for commercial and recreational activities related to the City's riverfront and navigable waters, (2) advise the Planning Commission, Port Authority, and/or City Council on new development or redevelopment along the riverfront or navigable waterways; (3) suggest policies as it relates to navigable waters within the City, (4) recommend operational policy for the marinas that are utilizing City property.

§ 33.015 CREATED; NAME.

An Airport Commission is hereby established, entitled "The City of Le Sueur Municipal Airport Commission," hereinafter referred to as "the Commission."

(1973 Code, § 2-27) (Ord. 223, passed 4-6-1945; Ord. 270, passed 3-1-1965)

Statutory reference:

Aeronautics generally, see M.S. Chapter 360

City to establish a board for the construction, maintenance, operation and regulation of a municipal airport, see M.S. § 360.038, Subdivision 2

General powers of city relating to municipal airport, see M.S. § 360.038

§ 33.016 COMPOSITION; APPOINTMENT OF MEMBERS; CHAIRPERSON.

The Commission shall be appointed by the City Council shall consist of one Council member, who shall be chairperson thereof, and four citizens who are qualified voters of the city.

(1973 Code, § 2-28) (Ord. 223, passed 4-6-1945; Ord. 270, passed 3-1-1965)

§ 33.017 TERM OF OFFICE OF CHAIRPERSON; FILLING VACANCY IN OFFICE.

The chairperson of the Commission shall hold office for the term of his or her election as a City Council member, and upon expiration of his or her term of office a new chairperson shall be appointed from the members of the City Council. Nothing in this section shall prohibit the Council from reappointing as chairperson of the Commission a Council member whose term has expired, providing that he or she is reelected as a City Council member.

(1973 Code, § 2-29) (Ord. 223, passed 4-6-1945; Ord. 270, passed 3-1-1965)

§ 33.018 TERM AND QUALIFICATIONS OF COMMISSIONERS; CONSULTATIONS.

(A) This section provides for a total of five Commissioners. The five Commissioners shall be appointed by the City Council of the city and shall consist entirely of citizens who are qualified voters of the city, County of Le Sueur, and State of Minnesota. The City Council shall duly appoint the Chairperson of the Commission. The terms of office of the Chairperson and other Commissioners shall be as provided in division (B) below.

(B) The Chairperson shall serve in the role until the expiration of that person's terms of office as a member of the City Council. The other four Commissioners shall serve terms of one to three years as determined by the City Council.

(1973 Code, § 2-30) (Ord. 223, passed 4-6-1945; Ord. 270, passed 3-1-1965; Ord. 295, passed 6-9-1969; Ord. 527, passed 2-28-2011; Ord. 578, passed 3-25-2019)

§ 33.019 POLICIES GOVERNING; GENERAL POWERS AND DUTIES; AREA OF AIRPORT.

The following provisions are hereby enacted and adopted for the purpose of managing and controlling the finances and making all needful rules and regulations to maintain good order and the protection of the airport, airport property and equipment, and persons stationed at or using the airport, and the city generally.

(A) The City Council shall have the control and management of the finances and of all of the property, including real estate, and shall establish, enforce, order, modify, amend and repeal all ordinances, bylaws, rules and regulations for the governing of the Airport Commission.

(B) A depository shall be established by the City Council, and all funds received as rents or profits shall be placed therein and all money drawn therefrom shall be approved by the City Council in accordance with the Charter.

(C) The duties of the Airport Commission will be to determine the aeronautical policies of the airport, subject, however, to the approval of the City Council. It will further be the duty of the Airport Commission to maintain order and to make and determine emergency decisions that cannot await the approval of the City Council.

(D) It will be the duty of the City Council to take full and complete charge of the following described city property and rent or lease the same for a term of years, not to exceed five years:

(1) The east half of the Northwest Quarter (E1/2 of NW 1/4) of Section Eleven (11) Township One Hundred Eleven (111), Range Twenty-Six (26), excepting therefrom a ten (10) acre tract of land described as follows, to-wit: Beginning at the northeast corner of Section Eleven (11); thence south one thousand one hundred (1,100) feet along the section line; thence west at right angle two hundred sixty-six (266) feet; thence north at right angle three hundred forty (340) feet; thence west at right angle one hundred eighty-eight (188) feet; thence north at right angle seven hundred sixty (760) feet; thence east at right angle four hundred fifty-four (454) feet to place of beginning, consisting of seventy (70) acres more or less, all in the City of Le Sueur, County of Le Sueur, and State of Minnesota;

(2) Also, part of NW 1/4, NE1/4, Section 11-111-26, beginning at the southeast corner of the tract; thence north 45

degrees 19 minutes, west, 1,871.4 feet to the northwest corner of the tract; thence north 89 degrees-57 minutes east along the north line of the tract, 710.4 feet; thence south 45 degrees-19 minutes east, 871.7 feet to the east line of the tract; thence south 0 degrees 02 minutes east along the east line of the tract 703.6 feet to the place of beginning and containing 15.74 acres, more or less;

(3) Also, part of SW1/4, SE1/4, Section 2-111-26, beginning at the southwest corner of the tract; thence north 0 degrees-23 minutes west along the west line of the tract, 708.0 feet; thence south 45 degrees-19 minutes east, 1,005.8 feet to the south line of the tract; thence south 89 degrees-57 minutes west along the south line of the tract, 710.4 feet to the place of beginning and containing 5.77 acres, more or less;

(4) Also, part of SE1/4, SW1/4, Section 2-111-26, beginning at the southeast corner of the tract, thence north 45 degrees-19 minutes west, 673.0 feet; thence north 44 degrees-41 minutes east, 500.0 feet; thence south 45 degrees-19 minutes east, 171.8 feet to the east line of the tract; thence south 0 degrees-23 minutes east along the east line of the tract, 708.0 feet to the place of beginning and containing 4.84 acres, more or less; and

(5) Any other property that may hereafter be acquired for airport purposes.

(E) The lease shall include, as part of the consideration, a public liability policy, or its equivalent, safeguarding and forever hold the city blameless financially against damages as a result of personal injuries, death or property damage.

(F) A member of City Staff shall keep a journal or record of all rules, records and proceedings of the Commission, and the same shall be entered on the Airport Commission journal, kept especially for that purpose.

(1973 Code, § 2-31) (Ord. 223, passed 4-6-1945; Ord. 270, passed 3-1-1965; Ord. 578, passed 3-25-2019)

AIRPORT ADVISORY BOARD HANDBOOK



Forward:

This handbook is intended for the use of the Airport Advisory Board members. Its purpose is to provide and organize information to assist the Board members in fulfilling the city's charter. It is expected that this document will be reviewed annually and updated by the Board members.

Revision History:

Rev #	Description of Changes	Date
Original Release	Original Release of Document	1/2003
Rev 1	Reviewed and Updated for Submittal to City Council	11/2015
REV 2	Reviewed by Airport Board	11/3/2015
REV 3	Corrections made from Feb Board Meeting	2/10/2016
Rev 4	Added Addendum 6,7, & 8 General Cleanup	10/26/2016
REV 5	Added Dates to Annual and Long-Term Calendar per November 2016 meeting	1/15/2017
REV 6	Added new lease rates (p17) - courtesy car (p20) - Updated spelling correction (p21), contacts for Bolton & Menk (p23) and board member terms (p24)	2/7/2018
Rev 7	Updated # of Private Hangars (p9) – Update on (p11) that airport has courtesy car and the Based Aircraft will be changed to (50-75) planes since the number of planes vary yearly - Removed Bolton & Menk Staff Member that is no longer with them (p23) – Updated Advisory Board info (p24)	2/6/19
Rev 8	(p8) – Fuel Capacity is 5200 gal and removed prepaid COB cards as form of payment. (p9) – Update on private hangars and lots. (p12) – updated the FAA Reauthorization Act. (p14) – ALP info was updated with date of 6/21/12. (p16) – Changed T-Hangar Lease Rates	12/10/19

	(p19) – Updated with October meeting. (p24) – Direct to COB Airport website for board member terms.	
Rev 9	(p8) Updated the private hangar number to now be at 24 hangars. (p19) Updated MnDOT and FAA contacts. (p22) Updated the City Administrator to Laureen Bodin.	12/8/20
Rev 10	(p5) City Ordinance update after ordinance changed. (p17) Updated lease rates. (p19) Annual & Long-Term Calendar. (p20) Strengths. (p23) MnDOT and FAA contacts updated.	12/21/21
Rev 11	(p6) Updated Board Application link. (p18) Removed October as a meeting date. (p20) Updated FAA & MnDot Contacts	11/22/22

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CHARTER:

The Buffalo City Code establishes the Airport Advisory Board. The following language is contained in the Code effective 07/28/2021:

SEC. 2-129 AIRPORT ADVISORY BOARD.

The city has established an airport advisory board composed of seven citizen members serving staggered three-year terms. A city councilmember will be appointed as a voting member by the mayor to serve a one-year term. The board shall plan, promote, and encourage the development and utilization of the municipal airport including consulting and cooperating with federal, state, and other agencies in order that the city may receive the utmost cooperation, financial and otherwise, with respect to the airport.

MISSION STATEMENT:

The Airport Advisory Board will assist the City of Buffalo to oversee the Airport and work with the Fixed Base Operators, local businesses, hangar owners, hangar renters and airport users. It will help maintain financial integrity at the Airport and enhance Airport and aviation opportunities for the community, at the same time providing user-friendly services in an efficient and effective manner. It will monitor and advise the City Council of safety requirements pertaining to the Airport properties and operation.

VISION STATEMENT:

The Buffalo Municipal Airport provides maximum utilization of limited resources through aggressive and innovative strategies and reflects a positive impression of our community.

Board Operating Rules:

This section describes the expected rules of conduct for the Airport Advisory Board.

Board Authority:

The Board will provide advice to the Buffalo City Council pertaining to Airport properties and operation. The Board is **not authorized** to represent the City or commit city resources in any matter.

Membership:

Membership on the Board is restricted to City residents only. Membership is approved by the City Council. Open positions are posted on the City Web or local newspapers. Residents may complete an application form (available on the City Website: <https://www.ci.buffalo.mn.us/569/Advisory-Board-Application>) expressing their desire to serve on the Board. The City Council approves appointments to the Board for a three-year term. Continuation on the Board requires re-application and approval by the Council.

The Board is to include up to seven members plus representation by the Airport Manager and a City Council member. One member is to be selected as Board Chair. The Chair is responsible to conduct meetings in accordance with the Open Meeting Law as described below. The Board Chair is also responsible for preparing meeting agendas which will be submitted to the Airport Manager, for distribution, prior to each meeting.

Open Meeting Law:

All meetings of the Board must be conducted in a manner that satisfies the Minnesota Open Meeting Law. The primary requirements of the law are as follows:

- Meetings must be open to the public, votes must be recorded & the record must be open to the public
- There must be two day notice given for such meetings
- A copy of relevant materials used by the Board must be publicly available at the meeting

To remain compliant with the above requirements the Board shall conduct its business as follows:

- Time, date & place of meetings will be posted on the city Web site. A two day notice must be posted for any changes to schedule.
- Meetings must not start before the published time. Board business conducted via letters, telephone or E-mail is not allowed.
- A quorum must be present for a valid meeting (majority).
- At least one extra hard copy of relevant materials used by the Board must be present at the meeting & available to members of the public in attendance.
- Minutes of the meeting will be recorded. At the subsequent meeting the Board will identify any corrections or changes and approve the minutes.
- Voting issues require a majority vote to pass. The issue and voting results will be included in the minutes. The rational for a dissenting vote should also be included in the minutes.
- All members present at the meeting will be allowed to discuss the subjects at hand, but only Airport Board members are allowed to vote.
- Recommendations to the Council or issues that require City attention should be clearly identified in the minutes.
- Approved minutes will be posted on the City Web site and sent out, via e-mail, to a list kept by the airport manager.

AIRPORT DESCRIPTION:

The Buffalo Municipal Airport is located on the east side of the city, just south-east of the intersection of County roads 34 & 134. It is a city owned asset that is managed by a city employee designated as the Airport Manager by the city Administrator. The city provides maintenance and grounds keeping services for the airport. The following is a brief description of the major airport assets:

Runway/Taxiway/Hard Surface:

The current facility consists of a single north/south (36/18) bituminous surfaced runway 3200 feet long by 75 feet wide. There is a full length bituminous taxiway that serves the west side of the runway. Other bituminous surfaces include the apron, access taxi lanes to the on-site hangars, access roads to the north and south hanger areas, a paved parking area and a paved entrance road from Co. Road 134. A bituminous overlay of all of the above surfaces was completed in 2005.

Fuel Facility:

A fuel facility (100LL) is located on the apron and consists of a 5200 gallon above ground storage tank with associated fuel pump, fuel hose reel and grounding cable reel. The fueling system is designed as a self-serve system with a credit card interface that accepts most major credit and aviation cards.

Buildings:

The Arrival/Departure (AD) Building is approximately 1500 square feet and includes restrooms, telephone, rest area, weather briefing/flight planning area, a meeting room for city use and an office area for the Airport Manager. This building cannot be used for commercial operations.

Commercial Buildings – two commercial building, one owned and operated by the FBO (West Metro Aviation). It includes facilities for a flight school and a maintenance hangar. The other commercial building is owned by D'Shannon Aviation specializing in Beechcraft modifications. There is currently only room available for one additional commercial building with direct access to the apron just north of the AD Building (only commercial buildings can have direct access to the apron).

Buildings: (cont.)

City Hangars – there are three city owned T-Hangars designated A, B & C; A is an eight unit hangar, B & C are ten unit hangars. Monies used to finance the hangars were based on a ten-year interest free MN/DOT loan for 80% of the construction cost (80% loan). All are rented on a per unit basis. Because some are larger than others due to the hangar physical layout, rental charges are adjusted accordingly. One board responsibility is to help

determine a fair rental rate for these city owned hangars. Rental rates are reviewed every year for a potential increase January.

The airport manager maintains a list of hangar renters, the tail number of the plane stored inside. In addition the airport manager maintains the “waiting list” of people looking to rent and or build hangars.

Private Hangars – there are 2 commercial hangars and 24 private hangars at the airport with 3 private hangar lots that are available to be leased. These are privately owned but built on airport property with 30-year lease agreements paid on a per-square foot basis. There is currently additional building space available for private hangars on the north side of the airport access road. The airport manager maintains a list of hangar owners, the tail number of the planes stored inside. In addition the airport manager maintains the “waiting list” of people looking to build a new hangar.

On-Site Navigation Aids:

Runway lighting and taxiway markers – VFR

- Runway lights are automatically controlled by pilot keying Unicom frequency.

Airport beacon

Wind Cone (lighted at night) located to the east of the runway

Runway End Indicator Lights (REILS) consisting of two flashing lights located near the ends of the runway

Precision Approach Path Indicators (PAPI's)

Buffalo Airport uses an Automated Weather Observing System (AWOS) that provides once per minute updates of barometer, wind speed & direction, temperature, dew point, precipitation, cloud height, visibility and lightening sensor data. The information can be accessed via the telephone [(763) 684-0762], a VHF frequency [120.45], or visually on a display in the arrival/departure building.

Ground Communications Outlet (GCO) that enables pilots to obtain IFR releases, update flight plans and obtain current weather briefings from their aircraft. A GCO uses a VHF transceiver and a telephone line to connect the pilot *on the ground* with either Air Traffic Control (ATC) or the Automated Flight Service Station (AFSS) at Princeton (see Airport Information, Table 1 for information of the frequency for the GCO).

Security:

The airport has security gates at the access points to the runway and the north/south hangar areas controlled by a “swipe card” system. Hangar owners and lessees receive a gate card key from the Airport Manager.

The main apron gate remains closed daily to deter driving on the apron and ramp areas. The gate will open when a vehicle approaches the gate from the inside.

The north and south gates remain open during the day during designated seasonal hours. The gates will remain open after the “first” swipe of the day (after 6:00 a.m. CST) by a card carrying person. The gates will automatically close by 6:00 p.m. or 8:00 p.m. CST depending on the season.

Tie-Downs:

There are tie-downs located on the paved apron areas. There is no charge for short term parking however the Airport Manager has the authority to set a charge for long term parking.

TABLE 1**AIRPORT INFORMATION**

City	Buffalo, MN
Airport	Buffalo Municipal
County	Wright
Airport Identifier	CFE
Latitude/longitude	N45.09.5/W93.50.6
Elevation	967.17 feet
Runway	18/36
Runway Length/Width	3200/75 feet
Runway Surface	Bituminous
Taxiway	Full Length
FAA Design Classification	General Utility
Mn/DOT Region	East
Regional Commission	7W
Control Tower	No
Approach Slope Indicator (PAPI)	No
Precision Approach	No
Non-Precision Approach	Yes
CTAF	122.8 Mhz
AWOS	Yes @ 120.450 Mhz (Ph. 763- 684-0762)
GCO	Yes, 121.725 Mhz, 4X = ATC, 6X= AFSS
Navigation Aids	Wind Cone & R NEILS
Fuel System	Yes – 100LL (24-hour Card troll)
Arrival/Departure Facility	Yes
Courtesy Car	Yes
# Based Aircraft	Varies (50 – 75) planes
FBO	Yes (763-682-1516)
Flight Service	No
Apron Tie-downs	11 on apron

Airport Funding Sources:

The airport receives monies from federal, state and local city governments. These sources have different fiscal years;

- Federal (FAA) fiscal year is Oct 1 – Sept 30
- State fiscal year is July 1 – June 30
- City fiscal year is January 1 – December 31

Federal Funds: the source of this funding comes from the latest revision of the FAA Reauthorization Act for aviation. Monies are appropriated annually by Congress but they are primarily accrued through user fees such as taxes on fuel and physical property. Only airports in the National Plan of Integrated Airports Systems (NPIAS) are eligible for this funding. The following criteria must be met for NPIAS eligibility:

1. a minimum ground travel time of 30 minutes from the nearest FAA regional airport facility
2. have a minimum of 10 based aircraft
3. have an accepted Airport System Plan, i.e. Airport Layout Plan (ALP)
4. The eligible sponsor (i.e. City of Buffalo) must be willing to take on the responsibility for development of the airport facility according to FAA standards.

The Buffalo Municipal Airport does meet the NPIAS requirements and is a NPIAS Airport.

Under the Act, monies are distributed in the form of entitlement and apportionment grants. Under the entitlement grant, each NPIAS airport receives \$150,000/year to be used for eligible improvement projects. Up to four years can be saved to support a needed project. Airside needs must be addressed first & these monies must be used prior to any other FAA funding support. The FAA also administers an Airport Improvement Program (AIP) where funding is made available for planning, land acquisition and capital improvements at NPIAS airports. Each State is eligible for a portion of these funds. Funding is to be administered on a priority bases to address safety and capacity improvement needs first. AIP grants cover 90% of a project cost, 10% is to be funded locally.

For Minnesota, State statute requires that the State act as agent on behalf of airport municipalities for making application, for receiving & disbursing FAA funds. The Office of Aeronautics is the designated State agent to satisfy this statute.

State Funds: These monies come from a State Airports Fund that is established by State statute. Revenues are derived by aircraft registration tax, aviation fuel tax, airline flight property tax and interest on the fund. The following criteria must be met in order to be eligible to receive grants from this fund:

1. the airport must be owned by a municipality
2. the airport must be licensed for public use
3. the airport must be in the State Airport System
4. the airport must be zoned for airport use

For NPIAS airports, the state supports eligible project costs at 70% (30% local). For revenue generating projects (i.e. fueling facility) the state funding is reduced to 50% of project cost. For hangar construction there is a 20% down payment and 80%, ten-year interest free loan available.

City Funds: To be eligible to receive Federal & State funding, the airport must have a sponsor that is legally and financially able to assume the obligations of airport ownership (airport must meet appropriate FAA standards). The City of Buffalo is the sponsor of the airport and, as such, has title to the land, is responsible for identifying needed projects, submitting funding requests and committing local funding to support such projects.

Eligible Project Types:

Land Acquisition	Paved runway/taxiway/apron	Navigational aids
Lighting	Obstruction removal	Arrival/departure buildings
Maintenance equipment	Fuel Facilities	T-Hangars
Fencing	Landside needs	Planning Studies

Master Plan & Airport Layout Plan (ALP):

The Master Plan is a narrative description of the development plan of the airport. A master plan explains and justifies the long-term development of an airport and includes the following components:

- inventory of current airport facilities and conditions
- forecast of aviation demand
- facilities requirements
- development concepts & rough cost estimates
- environmental overview
- airport layout plan (ALP)

An airport layout plan graphically depicts the long range plans for the airport. It is in the form of engineering drawings that detail the airport land, runways & taxiways, facilities & structures and airspace requirements.

The Master Plan does not require FAA or State approval. The ALP, however, does require FAA & State approval and an approved plan must be in place prior to receiving any federal funding. Approval does not constitute justification for dollar grants but rather assures that development plans are consistent with FAA & environmental regulations. The ALP should be updated about every 15 years or amended whenever there is a change not depicted on the ALP.

An ALP was draw up by consultants Bolton & Menk and signed by City Administrator Merton Auger on June 21, 2012 and has been approved by the FAA & State.

Funding Request Process:

Airport funding is initiated through the Capital Improvement Plan (CIP). It is a list of an airport's current and future needs that is used by Mn/DOT and the FAA to allocate their dollar resources. The CIP must address needs five years out but may include additional years as desired. Mn/DOT requests a CIP update each fall to coincide with City budgets. While the CIP is formatted and maintained by Mn/DOT, **identifying and prioritizing items for the CIP is a major Advisory Board function.** The following is a discussion of some key elements in the process:

1. Appendix 1 is an outline of Buffalo's CIP in the Mn/DOT approved format. See hyperlink for current CIP on file with MN/DOT.
2. Each project must be identified uniquely. Airport facility additions/modifications must identified on the FAA approved ALP.
2. Safety items must be listed as part of the CIP. See hyperlink for current CIP on file with MN/DOT.
4. The project cost estimate should be as accurate as possible. A website listed in Appendix 6 is a resource to see average costs of airport improvements.
5. The timeframe for each project should be realistic. Some projects may need an environmental assessment that requires FAA approval before the project can come under grant. Such approvals may take over a year.
6. Once the CIP is drafted, then approval by the City must be obtained prior to submitting it to Mn/DOT. The City needs to fill out accompanying forms that justifies the use of Government funding versus local funding.

These forms are prepared by Bolton and Menk then approved and signed by the City Administrator.

Hangar Lease Rates/Waiting List Management:

The City owned T–Hangars have been provided by local tax dollars. The city of Buffalo, as the airport owner, has had the benefit of state loan dollars but never the less has had to incur the total cost of these facilities. As such, it stands to reason that citizen access to these facilities must be administered in a fair and un-biased manner. . A waiting list process has been endorsed by the Board and was approval by the City Council. In addition, to be fair to the city taxpayers, lease rates should be based on regional market value. A review of the market value should be done yearly and scheduled so that the City Council has time to approve and provide a 30 day notice to hangar tenants.

Similarly, the Board should periodically review the land lease rate for private use facilities and make the appropriate recommendations to the City Council.

Waiting List Management:

The waiting list management process is intended to satisfy three needs:

- 1) Provide access to city owned rental hangar units in a fair and un-biased manner.
- 2) Ensure that hangar assets are fully utilized for return on investment.
- 3) To provide, for planning/budgeting purposes, the approximate numbers of people desiring hangar units.

It is expected that those desiring a rental hangar will inquire with the Airport Manager. Upon inquiry, the manager will record date and name/phone number of the interested party, provide information on the current lease rates and explain the waiting list process. The list of interested parties can be used to market available units in the order inquiries were received.

Lease Rate Management:

The following hangar lease rates are to be made effective 1/1/2023.

They are as follows:

A/B regular unit = 16 at \$150/month

A4 corner unit = 1 at \$165/month

(Note: A8 corner unit will adjust to same rate as A4 once current lessee leaves)

B1& B5 corner units = 1 at \$205/month

C regular partitioned unit = 6 at \$205/month

C larger partitioned unit = 2 at \$220/month

C largest partitioned unit = 2 at \$245/month

The current land lease rate for both commercial & private use is \$0.20 per square foot (building footprint).

Customer Surveys:

It is important for safe and effective operation of the airport to get feedback from users. Every year the Board should initiate a formal survey requesting feedback from users regarding issues related to safety, operational improvements, facility improvements or needs, security or access control improvements, communications improvements, etc. The results should be tallied and considered when developing the CIP.

A form will be sent out after the February board meeting each survey year. This form will be sent to all businesses, hangar owners, and hangar renters, located on Buffalo Municipal Airport. Forms returned by the August board meeting will be considered for the CIP, and other airport upgrade and maintenance projects being discussed by the board.

Annual & Long Term Calendar :

Items to consider for calendar/schedule format:

- Customer survey – January (Discussion in February)
- Review of Airport Advisory Handbook document – November
- Review of Airport Operations Manual – February
- Hangar rental fee benchmark – November
- CIP – Modify at August meeting – November (Finalize)
- Annual Facility Inspection Report – Submit by end of September
- Fly-in – February and May
- Mn/DOT visit – March or April every 3 years
- Minnesota Airport Conference – Attend in April
- Airport Board Meeting schedule – Feb, May, August, & November

• **APPENDIX 1: CAPITAL IMPROVEMENT PLAN:**

Strategic Planning Considerations

The following are some attributes of the Buffalo Municipal Airport that should be considered when addressing the CIP and future needs of the airport:

~~LINK to Current Buffalo CIP—~~

~~<http://www.dot.state.mn.us/aero/airportdevelopment/cip.html#cipreports>~~

- ~~Click on CIP Report~~
- ~~Click on Full State Wide CIP—SFY (YEAR)~~
- ~~Scroll down to Buffalo MN~~

Safety:

- Paved runway over-run area

Strengths:

- Location - outside major airport airspace and 10-mile radius of the Monticello Nuclear Power Plant
- GPS Approach on Runway 36
- Growing Community
- Good City Support
- FBO and maintenance facility
- Self-serve fuel available 24/7
- AWOS
- Modern A/D building
- Courtesy Car

Weaknesses:

- Wet-land area
- Lack of taxiway markers
- Limited expansion area for runways and hangars

Opportunities:

- Better coordination of CIP & City budget
- Maximize land use for hangers = revenue stream
- Room for commercial business development
- Marginal use low land to the east
- Encouraging flying clubs
- Encouraging building clubs
- Education/career development
- Car rental service
- Reputation in the community

Threats:

- Limited State/Federal/Local funding
- Pressure for economic land development
- Building code changes
- Airport security legislation
- Reputation in the community

APPENDIX 2: WEB SITES:

City of Buffalo Airport: <https://www.ci.buffalo.mn.us/173/Airport>

MNDOT: www.MNDOT.gov then aviation

FAA: www.faa.gov

AirTap: www.airtap.umn.edu

APPENDIX 3: INDUSTRY CONTACTS:**MNDOT Department of Aviation:**

- Ryan Gaug – Interim MnDOT Director of Aeronautics
- Kirby Becker – Acting MnDOT Asst. Director of Aeronautics
- Dan Boerner - Airport Development Engineer

Bolton & Menk:

- Justin Kannas – City Engineer
- Ron Roetzel – Aviation Group Manager
- Silas Parmar – Principal Aviation Engineer

FAA:

- Susan Mowery-Schalk – Great Lakes Region – Director
- Lindsay Butler – Dakota/Minnesota District Office – Manager
- Vacant – Dakota/Minnesota District Office – Asst. Manager
- Mark Johnson – Dakota/Minnesota – Program Manager

APPENDIX 4: ADVISORY BOARD MEMBERS/TERMS:

Each member enlists for a 3-year term and must have City Council approval for each time a board member wants to volunteer for another term.

The names and terms of the Airport Advisory Board can be located on the City of Buffalo websites airport page.

Appendix 5 – Common Airport Acronyms:

Acronym	Description
100 LL	100 Octane Low Lead Fuel
A/D Building	Arrival Departure Building
AFSS	Automated Flight Service Station
AIP	Airport Improvement Plan
ALP	Airport Layout Plan
ATC	Air Traffic Control
AWOS	Automated Weather Observing System
CIP	Continuous Improvement Plan
FAA	Federal Aviation Administration
FBO	Fixed Base Operation
GCO	Ground Communication Outlet
GPS	Global Positioning Satellite
IFR	Instrument Flight Rules
KCFE	Airport Identifier for Buffalo Municipal Airport
MN/DOT	Minnesota Department of Transportation
NPIAS	National Plan of Integrated Airport Systems
PAPI	Precision Approach Path Indicator
REIL	Runway End Identifier
VFR	Visual Flight Rules
VHF	Very High Frequency

Appendix 6 – FAA Business Continuity Process

The City of Buffalo has the following Business Continuity process in place to minimize the effect of a disruption to airport operations at the Buffalo Municipal Airport (CFE).

Contingency Plan – Disaster:

In the event of a natural disaster, the City Administrator shall contact the Airport Manager to determine the effects to the Airport. If the Airport Manager determines the Airport is still functional, no additional action will be necessary. If the Airport Manager determines the Airport is unusable, a Notice to Airmen (NOTAM) closing the Airport shall immediately be posted and the following steps shall be taken:

- Assess Airport damage

- Develop plan to make Airport useable
- Solicit emergency repair funding assistance from FAA, MnDOT Aeronautics, Federal Emergency Management Agency, or other
- Solicit Contractor to make repair
- Re-open Airport after repairs

Contingency Plan – Resource Turnover:

The city has determined the following resources as critical to the operation of the Airport:

- City Administrator
- Airport Manager
- Fuel, 100LL

In the event the City Administrator departs, the Assistant Administrator shall assume the responsibilities of the Administrator and shall have interim oversight of the Airport until the appointment of a new City Administrator.

In the event the Airport Manager departs, the City Administrator shall assume the responsibilities of the Airport Manager and shall have interim oversight of Airport operations until the appointment of a new Airport Manager.

In the event fuel is unavailable to the Airport, the City shall solicit temporary fueling tanks from their fuel provider. If temporary fueling tanks are unavailable, the City shall direct pilots to neighboring airports.

Emergency Contacts:

Title	Contact	Phone
Airport Manager	Chris Fredrick	(763) 682-0296
City Administrator	Laureen Bodin	(763) 684-5404
Buffalo Police Department		(763) 682-5976
Buffalo Fire Department		(763) 682-5550

Data Retention:

Airport data retention shall follow the procedures outlined by the City of Buffalo.

Resuming Operations after Disaster:

After a disaster which closes the Airport and once repairs have been made, the Airport Manager shall remove the Notice to Airmen (NOTAM) posted closing the Airport, remove traffic control on the Runway, and resume normal airfield activity.

Appendix 7 – FAA Grant Disbursement Process

The City of Buffalo follows the process outlined below when disbursing Federal funds received through the FAA Airport Improvement Program for development and planning projects at the Buffalo Municipal Airport (CFE).

Disbursement Process:

Periodic disbursement payments shall be made by the City as work progresses towards the completion of development and planning projects. Disbursement shall be made for the following items:

- Design/Planning Professional Services
- Land Acquisition Professional Services
- Construction Activities
- Other Services necessary for project completion

The City shall require an invoice, purchase order, or construction pay application for approval by the City Council to authorize disbursements.

Disbursement Release Authorization:

The City Administrator shall present the proposed disbursement to City Council for approval of payment. The City Administrator shall detail what disbursement is being requested for and submit the necessary documentation to the Council for review.

Disbursement Reconciliations:

In the instance City Council rejects disbursement or requests additional supporting documentation, the City Administrator shall engage the interested party for reconciliation discussion. The City Administrator shall explain the Council's concerns and/or outline the additional documentation requested. If the interested party disagrees with the Council's decision, the party is encouraged to discuss the matter at a City Council meeting. If no reconciliation is achieved, the City Administrator shall follow the process outlined in the contractual documents and/or agreement with the interested party.

Appendix 8 – FAA Grant Oversight Process

The City of Buffalo follows the process outlined below when applying for FAA Airport Improvement Program Grant funding for development and planning projects at the Buffalo Municipal Airport (CFE).

Scope of Project:

The City in conjunction with the Airport Board shall identify potential airport development or planning projects by August of each year. The proposed project scope shall then be discussed with the FAA to determine eligibility for Federal funds.

Cost Estimates:

A preliminary cost estimate shall be developed identifying the Federal, Local, and other cost shares. If the City's FAA AIP Federal Entitlement balance is insufficient to cover the Federal share, conversations shall be had with the FAA to procure additional funding.

Schedule:

The schedule for design and construction shall be based upon when Federal grants are issued. ~~Presently Federal grants are issued in August and September.~~ Therefore, the city will have the following schedule:

- Project Scoping: August – November
- Project Design/Planning: December – April
- Final Bidding Documents: May
- Project Letting: May
- Grant Application Submittal: June
- Construction: September – November
- Grant Closeout: November - January

Grant Request:

The city will submit the following information as part of the Grant Request for an airport development project:

- Cover Letter
- Bid Tabulation
- Project Bidding Documents
- Funding Eligibility Layout
- Pre-Construction Photos
- Signed Professional Services Agreements
- Independent Fee Estimate
- SAMS Registration

- Cost/Price Analysis

The city will submit the following information as part of the Grant Request for an airport planning project:

- Cover Letter
- Signed Professional Service Agreements
- SAMS Registration
- Cost/Price Analysis

Grant Management:

The City shall submit the following information periodically to the FAA throughout the project:

- Weekly Construction Progress Reports
- Quarterly Performance Reports
- Monthly Credit Applications for Reimbursement
- [Change Orders](#) increasing/decreasing construction cost or time

Grant Closeout:

At the completion of the project and once all cost has been incurred, the City will complete and submit the FAA Grant Closeout Report. The report will include the following items:

- Project Summary
- Executive Summary
- Project Cost Summary
- Partial Payment History Summary
- Change Order Summary
- Mandatory Project Review Comments
- DBE Participation Summary
- Final Inspection Report
- Construction Management Report
- Final Payment Recommendation

Grant Records:

The City shall record progress for each FAA Grant through Credit Application's for reimbursement. The City shall track reimbursement payments to ensure the Federal cost share of projects is paid through the Grant.

§ 32.30 ESTABLISHED.

There is established an advisory board known as the Municipal Airport Board.

(1969 Code, § 12.010) (Ord. 258, passed 7-18-1995)

§ 32.31 MEMBERSHIP.

The Board shall consist of five (5) members, who shall represent either aircraft pilots and owners, aviation businesses, economic development representatives, commercial/business interests, manufacturing/industry, residential property owners or financial advisors, with care taken to not over- represent one (1) segment on the Board. All members will be appointed to three (3) year terms and hold office until their successors are appointed. Members of the Board appointed from membership of the City Council shall serve one (1) year terms expiring December 31 of each year.

(B) Every appointed member shall, before entering upon the discharge of their duties, take an oath of office. All members shall serve without compensation, unless otherwise authorized by the City Council and designated in the annual salary schedule.

(1969 Code, § 12.020) (Ord. 258, passed 7-18-1995; Am. Ord. 347, passed 6-20-2006; Am Ord. 471, passed 6-16-2020)

§ 32.32 MEETINGS.

The Board shall hold a regular monthly public meeting. It shall adopt rules for its proceedings and elect a Chair, Vice-Chair and Secretary.

(1969 Code, § 12.030) (Ord. 258, passed 7-18-1995)

§ 32.33 ABSENCE FROM MEETINGS.

Absence from three (3) consecutive regular meetings without the formal consent of the Board shall be deemed to constitute a resignation of a member; and the vacancy thus created shall be filled thereafter by appointment by the City Council for the remainder of the term of the member so deemed to have resigned.

(1969 Code, § 12.040) (Ord. 258, passed 7-18-1995)

§ 32.34 DUTIES.

(A) The role of the Board is to advise the City Council regarding all aspects of land use, airport operations and capital improvements.

(B) In so doing, the Board shall be responsible for the following tasks:

- (1) Promote public interest and understanding of the airport, its zoning, uses and overall development;
- (2) With the assistance of the city staff prepare and submit a recommended annual operating and capital budget to the City Council;
- (3) Prepare and maintain an airport land use and ten (10) year capital improvement plan in coordination with the City Planning Commission and other appropriate agencies;
- (4) Coordinate and assist the city and Joint City/County Airport Zoning Board in the creation, updating and enforcement of the municipal airport zoning ordinance;
- (5) Oversee compliance with federal and state regulations;
- (6) Oversee the implementation of the annual budget and recommend budget amendments as appropriate;
- (7) Recommend agreements with and selections of Airport Manager/FBO;
- (8) Review requests for hangar space and recommend changes to lease terms;
- (9) Advise on the filing of notices to airmen (NOTAMS);
- (10) Advise and recommend appropriate applications for state and federal programs;
- (11) Review and advise the Council on progress during improvements, including design, bidding, construction and pay requests; and
- (12) Recommend general policy regarding the rules and regulations for use of the airport.

(1969 Code, § 12.050) (Ord. 258, passed 7-18-1995)

§ 32.35 ADMINISTRATIVE CONTROL.

Nothing in this subchapter should be construed to confer any direct policy or bill-paying authority to the Airport Board. The Board shall be a recommending advisory body to the City Council.

Airport Advisory Board

The 5-member Airport Advisory Board is appointed by the City Council and responsible for the general oversight of the Princeton Municipal Airport including the financial planning, maintenance, growth, and development of the airport. They meet monthly at 5:30 PM on the 1st Monday of the month at the Arrival/Departure building at the Princeton Municipal Airport. The Airport Advisory Board meetings are staffed by city staff and the Airport Engineer.



Aerial View of Princeton Airport

The current members of the Princeton Airport Advisory Board are:

- Gene Stoeckel, Chair (Term Expires 12-31-2025)
- John Sautter (Term Expires 12-31-2024)
- William Moriarty (Term Expires 12-31-2026)
- Open Seat (Term Expires 12-31-2025)
- Jack Edmonds (Term Expires 12-31-2024)

Council Liaison: Thom Walker

Chapter 69. Airport

Article I. Purpose, Administration and Enforcement; Definitions

§ 69-1. Purpose, statutory authorization, jurisdiction, administration, enforcement, violations and penalties, severability, and effect.

- A. Purpose. The purpose of this chapter is to protect the existing and future operation of the L.O. Simenstad Municipal Airport and the public investment therein and to promote the health, safety, and general welfare of the public and aviation users.
- B. Statutory authorization. This chapter is adopted pursuant to Ch. **114**, Wis. Stats.
- C. Jurisdiction. The jurisdiction of this chapter shall extend over all lands and waters within three statute miles of the boundaries of the L.O. Simenstad Municipal Airport, except for those lands and waters within Chisago County, Minnesota, which are under the jurisdiction and administration of Chisago County.
- D. Administration. The Osceola Airport Commission administers the L.O. Simenstad Municipal Airport, Osceola, Polk County, Wisconsin. The Commission's goal is to ensure reliable, safe, and nondiscriminatory aeronautical services, facilities and air transportation and to foster the economic health and orderly development of the airport and the Village of Osceola. The following policies and minimum standards have been adopted by the Commission and the owner for the orderly operation of the airport:
 - (1) The Osceola Airport Commission has jurisdiction for the construction, improvement, equipment, maintenance, and operation of the airport under § 114.14(2) and (3), Wis. Stats.
 - (2) Five Commissioners shall be appointed by the Village President, subject to the approval of the Village Board.
 - (3) The terms of office for said Commissioners shall be six years.
 - (4) The Commission shall elect one member Chairperson and one member Secretary. Said election of those officers or any other officers shall occur no less than once annually. The Secretary shall keep an accurate record of all of the proceedings and transactions of the Commission and report such at least quarterly to the Village Board.
 - (5) All moneys appropriated for the construction, improvement, equipment, maintenance or operation of the airport or earned by the airport or made available for its construction, improvement, equipment, maintenance or operation in any manner whatsoever shall be deposited with the Treasurer of the Village, where it shall be accounted for separately and paid out at the direction of the Airport Commission as provided in § 114.14(2), Wis. Stats.
 - (6) The Commission will report to the owner current information on aircraft operations, based aircraft, airport expenditures, and revenues and other such information as required by the

- E. Enforcement. The Commission and the appropriate enforcement agent or agency shall enforce the provisions of this chapter.
- F. Violations and penalties. Except as otherwise provided, any person found in violation of any provisions of this chapter or any order, rule or regulation made hereunder shall be subject to a penalty as provided in § **219-10** of the Municipal Code.
- G. Severability. If any of the provisions of this chapter or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Chapter which can be given effect without the invalid provision or application, and to this end, the provisions of this chapter are declared to be severable.
- H. Effect. This chapter amends the previous chapter, and all amendments thereto, adopted by the Village Board of the Village of Osceola 4-15-2002 by Ord. No. 03-02.^[1] This chapter shall take effect and be in force upon passage by the Village Board and publication.

[1] *Editor's Note: Ordinance No. 03-02 was adopted 4-8-2003.*

Opening on Airport Advisory Board

Would you like to help shape the future of the Cambridge Municipal Airport? If so, please apply to serve on the Cambridge Municipal Airport Advisory Commission. The Commission advises the City Council on airport operations, budgets, and capital improvements in conjunction with Federal Aviation Administration and State rules. Meetings are typically on the 3rd Thursday in the months of January, April, July, and October at 6:00 pm.

The Airport Advisory Board consists of five to nine members who shall be appointed by the City Council. Of the members, at least one member shall be appointed from the City Council. Members may succeed themselves at the pleasure of the City Council. The members will be selected in part for their knowledge and/or experience in aviation, and their familiarity with the Cambridge Airport and community. Terms of office for members other than the City Council representative shall be for three years.

Board members are:

Garry Bye

Kurt Daudt

Brandon Grell

David Morell

Greg Regnier

Marvin Timm

Mark Ziebarth, City Council Representative

Duties of the Advisory Board

- Develop and review the Cambridge Municipal Airport layout plan.
- Promote public interest and understanding of the Airport Zoning and physical development of the Municipal Airport.
- Meet quarterly or when needed on the Thursday preceding the regular City Council meeting at 7:00 p.m. and keep a public record of its resolutions, findings and determinations.
- Cooperate and consult with the Minnesota Department of Aeronautics and with Federal Aviation Administration in the development, maintenance and operation of the Cambridge Municipal Airport and with all other Federal and State authorities.
- Develop and submit to the City Council for adoption policies pertaining to the general management of the Airport and the use of Airport facilities, and to recommend various fees and rates for the use of the Airport facilities.
- Receive quarterly report of activities from the Airport Manager.
- Recommend seminar attendance for Airport Manager and members of the Airport Advisory Board as provided for in the Airport budget.

Airport Advisory Board Application Form

1. Full Name

First Name

M.I.

Last Name

Suffix

2. Full Address

Street Number and Name

Unit Number

City

State/Province/Region

Postal/ZIP Code

3. Phone

4. Mobile Phone

5. Email

6. How long have you lived in Cambridge?

7. Describe your aviation knowledge (e.g. pilot, instructor, etc.)

200 characters

8. Community Involvement. (E.g. do you volunteer somewhere? Rotary member? Scout leader, etc.?) Have you served on any other boards or commissions?

1500 characters

9. Why are you interested in serving on the Airport Advisory Board?

2000 characters

10. Describe what qualifications or experience do you feel would make you a good fit for the Board? What would you like the City to consider about your application?

2000 characters

Application Deadline: 4:00 pm on February 5, 2021. Applications will be considered by the Cambridge City Council at their February 15, 2021 City Council meeting.

To receive a copy of your submission, please fill out your email address below and submit.

Email Address


[Review](#)


[Submit](#)


Airport Advisory Board Minutes


 [11-30-2017 Minutes](#)


 [08-31-2017 Minutes](#)

 [08-25-2016 Minutes](#)

 [05-25-2017 Minutes](#)

 [03-22-2018 Minutes](#)

 [02-25-2016 Minutes](#)

 [01-12-2017 Minutes](#)

Date: May 7, 2024

Discussion Item: Trees in ROW

To: Honorable Mayor and City Council

From: Dave Adams, Public Works Director

Mayor and City Council,

The emerald ash borer has been present in the City for a few years now and it is becoming quite apparent that many of the City's ash trees have become infested with the bug. Public Works has removed several ash trees that have begun dying throughout City parks, and several residents have let us know their trees have been infested too. Property owners with ash infested trees are having them removed at their own expense, as the tree is located on private property. However, Public Works has been experiencing an increase in requests for the City to remove dying or diseased trees that are in the City's ROW in the urban areas.

Starting before my time and continuing during my tenure at Public Works, the policy has been that the City does not/has not allowed trees to be planted in the ROW when the areas are developed, so if there is a tree located in this area, it is likely it was planted without permission of the City. The City's policy also requires that Public Works trim these trees if they begin encroaching the street and/or causing an immediate safety concern, but due to cost and staffing constraints, City Staff does not remove the trees. This policy has worked well over the years as typically these trees in the ROW are healthy trees and property owners would never want them removed as they provide shade and aesthetics to their property. Now, however, we are experiencing the opposite where several trees in the ROW are now dying, and property owners are requesting the City remove these trees at the City's expense.

Discussion Items:

City staff would like to discuss financial concerns, legal obligations and potential liabilities, and a need for an official City policy (Tree Ordinance). City staff would be looking for direction from the City Council on how to proceed.

Attachments:

Information on Tree Laws and Liability created by the University of Minnesota Extension Office



Hazard Trees and Limbs on Public Property and Governmental Immunity

A Legal Perspective of Community Tree-risk Management

What is a “hazard tree?”

A hazard tree is a tree with a defect, plus a target. An example is a rotten tree (a hazard) near a picnic table (the target). Trees with obvious defects can become problems, because they are likely to fail and cause property damage or human

injury. Obvious tree defects include a dead tree limb, the unseasonable lack of leaves, visible decay, a hole or crack in the trunk, or a tree leaning dangerously to one side.¹

What does “duty to use reasonable care” mean?

Every landowner has a duty to use reasonable care to manage his/her property in a way that does not cause harm to others or their property. Using reasonable care means to consider the foreseeable risks. With respect to trees, the duty is to make sure that unsound or “hazard” trees on one’s property do not fall onto adjoining property or into public rights-of-way.



For municipalities, the duty encompasses at least a duty to make periodic visual inspections of trees on public property. The inspections should be done by qualified people, *e.g.*, certified tree inspectors. There is also a duty to eliminate obvious dangers and do preventive maintenance. The municipality may be held liable for foreseeable harm that could have been prevented.

In a Minnesota court case, a 10-year-old boy ran across a grassy area on Ramsey County land towards his father’s car and was struck in the eye by a low-hanging branch. None of the branches extended over sidewalks or paths. The boy took a shortcut across the lawn, instead of using the sidewalk. The grounds superintendent testified that he never anticipated that the tree would pose a safety risk, because it was not near a sidewalk. In this case, the court ruled that Ramsey County was not negligent. The tree was in plain view, and the County had no notice that the tree posed an unreasonable risk to the public. The duty to use reasonable care does not extend to cases where the risk of harm is known or obvious to the visitor. The risk of harm from running into a tree branch is obvious, even to a child. The county was not obligated to make its landscapes “child-proof.”²

What is a municipality’s tree inspector expected to know about hazard trees?

Certified tree inspectors should be trained to identify hazard trees and certain types of tree diseases. In order to maintain their certification, they must have refresher courses. At a minimum, a tree inspector’s duty to inspect includes the ability to identify obvious tree defects. If the tree inspector finds a defect, s/he should follow the municipality’s policy about addressing hazard trees.

¹ For photographic examples of hazard trees, please see the U.S.D.A. Forest Service’s Hazard Tree web page: <http://www.na.fs.fed.us/spfo/hazard/index.htm>.

² *Sperr v. Ramsey County*, 429 N.W.2d 315 (Minn. App. 1988).

What is “governmental immunity” and when does it apply?

A Minnesota state law provides that a municipality can be held liable for the negligence of its officers, agents, and employees, subject to specified dollar limits.³ In a few limited circumstances, governmental entities (cities, townships, counties, etc.) are “immune” from negligence claims. Immunity is based on the separation of powers and is intended to prevent judges from second-guessing executive and legislative policy-making decisions. The trial judge decides if the governmental entity is entitled to immunity.

In analyzing the claim for immunity, the trial judge identifies the type of governmental conduct that is being challenged.⁴ Only conduct of a policy-making (also called “discretionary”) nature is entitled to immunity. “Policy-making” involves the balancing of social, political, safety, legal, or economic considerations.⁵ Conduct that *implements* policy – rather than *makes* policy – is not entitled to immunity; conduct at the planning level is protected, while conduct at the operational level is not protected.⁶ A city’s policy to trim trees along high-traffic roads before trimming trees on low-traffic roads is an example of an action that gives the city immunity. In determining where or how to trim trees along roadways, the city has to make choices based on its budget and the number of workers it has. This type of decision-making involves using discretion and setting policy.

By contrast, the city would not be entitled to immunity if the workers it assigned to trim the trees did a negligent job that caused injury. Day-to-day operations or “ministerial actions” are not protected by governmental immunity,⁷ and tree-trimming itself does not involve policy-making or using discretion. Basically, the court does not want to second-guess how city policy-makers prioritize resources, but the court will get involved if a government worker carries out day-to-day work in a negligent way.

In a 1998 court case in Minnesota, a large oak tree fell on a motorist during a severe thunderstorm. The fallen tree showed signs of decay. The city tree inspector had inspected the tree a few months earlier. The court found that the inspector failed to notice obvious signs of internal decay through a pruning wound that had a visible opening into a tree cavity. The city was held liable for the injury to the motorist.⁸ Because the tree inspector’s job required him to inspect trees regularly in his day-to-day routine and his decision required no planning or policy formulation, government immunity did not shield the city from liability.

What constitutes an “act of God”?

An act of God is a force of nature that is both the sole cause of damage and unexpected or unforeseeable. For example, a tree downed by lightning is an act of God, if lightning is the sole cause of the tree’s falling and if the tree did not already have an obvious defect.⁹ The tree owner is not responsible if the tree’s failure is solely caused by act of God. However, if the tree had an obvious defect before the tree fell during a windstorm, then the “act of God” defense would not shield the tree owner from responsibility. Many tree failures are the result of a combination of factors, both mortal and divine.

What is the duty of care with respect to trees that block intersections?

³ Minn. Stat. §466.02 and §466.04 (1996) in the Minnesota Tort Claims Act

⁴ *Angell v. Hennepin County Reg’l Rail Auth.*, 578 N.W.2d 343, 346-47 (Minn. 1998).

⁵ *Nusbaum v. Blue Earth County*, 422 N.W.2d 38, 43-44 (Minn. App. 1992).

⁶ *McEwen v. Burlington N. R.R. Co.*, 494 N.W.2d 313, 316-17, (Minn. App. 1993), *review denied* (Minn. Feb. 25, 1993).

⁷ There is a three-prong test for determining immunity: 1) Government policy controls the conduct of the employee; 2) The government exercised its discretion in adopting the policy; and 3) The employee is not negligent in carrying out the policy.

⁸ *Elfstrand v. City of Brooklyn Center*, unpublished opinion, C1-98-1029 (Minn. App. 1998)

⁹ *VandenBroucke v. Lyon County*, 301 Minn. 300, 222 N.W.2d 792 (1974).

The following Minnesota court case provides a good example of a city's duty of care with respect to tree-trimming in intersections:

A young passenger in a car was killed when hit by a truck in an uncontrolled, T-shaped intersection in a residential area. Tree branches on private property may have obscured the drivers' views. The city has a zoning ordinance that requires property owners to keep tree limbs to be at least 8 feet about grade within the public right-of-way. The limbs in question were not within the sight-triangle area. The city trims trees located within the corner sight triangles for traffic visibility. The city also trims trees outside the sight triangles, but usually only if needed to protect the city's mowing and snow-plowing equipment, if the tree is dead, if the tree interferes with pedestrian or bicycle traffic, or if the tree interferes with a street light. The city does not routinely monitor or trim trees outside sight triangles, but may do so if the need is brought to its attention. Prior to the accident, the city had not received any complaints about the tree.

In this case, the city was not liable (*i.e.*, it had immunity).¹⁰ The city had adopted a policy about tree trimming: the city did not have resources to trim all of the trees it would have liked; the city gave priority to trimming in sight triangles, instead of trimming outside of sight triangles; and the city considered the desires of private property owners with respect to trimming privately owned trees by the right-of-way. The city's zoning ordinance left the city room for discretion about how to enforce it. The city exercised its discretion, based on numerous policy considerations and determined that it would not trim trees outside of sight triangles for traffic visibility, unless the tree was brought to its attention as a dangerous condition. Because the city followed its tree-trimming policy, it was immune from liability.

What should a municipality do to limit its risk?

A municipality should develop a risk-reduction policy, review and update the policy regularly, and follow it. Conduct a tree inventory. Establish priorities for maintenance and monitoring. Inspect public trees on a regular basis and document the inspections. Fix what you find: eliminate hazards. Act ethically. Don't rely on government immunity as a defense; use your good judgment.

Is there a difference between trees in rural areas and trees in urban areas?

The distinction between rural trees and urban trees is increasingly blurred as urban areas sprawl out into "rural" and suburban areas and as traffic increases in those areas. In urban areas, property owners have a duty to inspect and will be liable for failing to correct defects or remove an unsound tree. The "rural rule" is that the property owner in rural wooded areas does not have a duty to inspect to make sure that every tree is safe and will not fall over onto a public road. However, if the property owner has actual knowledge that a tree is dangerous, s/he will be held liable if s/he fails to take care of the problem tree.

The rationale for this rule is that a rural property owner would have an impractical burden of examining each tree on acres of wooded areas that border roads, compared to the urban property owner's burden of having to inspect only one or a few trees. The risk of harm is balanced against the property owner's burden of inspection. Minnesota currently follows the 'rural rule.'¹¹ However, the appellate courts have not visited this issue since 1921. Courts in other jurisdictions are divided between the rural rule and the urban rule.

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¹⁰ *Soltis-McNeal v. Erickson and the City of White Bear Lake*, unpublished opinion, No. C3-97-11370 (Minn. App. 1997).

¹¹ *Zacharias v. Nesbitt et al.*, 150 Minn. 369, 185 N.W. 295 (1921).

Nuisance Trees: Encroaching Branches and Tree Roots



Tensions mount when a boundary tree becomes a nuisance to a neighbor on one side of the boundary and not the other. The best advice is to try to work out the problem in a neighborly way, instead of taking your case to court. This fact sheet answers some of the most common legal questions about trees that have become a nuisance, based on the law in Minnesota. Watch for “Tips” as you read.

What is a nuisance tree?

A Minnesota statute defines a nuisance as follows: “Anything which is ... an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance.”¹ In the context of neighbors and their trees, the branches from your neighbor’s tree that rub against your roof or the roots that push up your sidewalk are considered a nuisance. What about your neighbor’s tree that leans far into your yard and prevents your use of a corner of your yard? If that tree interferes with the free use and enjoyment of your own property, then the tree has become a nuisance.

What is a boundary tree?

Courts sometimes use a more complex definition,² but for most purposes, a boundary tree is one that is either planted on the boundary line between two lots or a tree whose branches, trunk, or roots have crossed a boundary.

Who owns a boundary tree?

Generally, the location of the trunk determines who owns the tree. A tree trunk that stands solely in your yard is your tree. As the tree owner, you can decide to coddle your tree or cut it down, even if your neighbor protest that removing your tree will expose his once-shaded patio to the blazing sun. *Tip:* If you and your neighbor are co-owners of a true boundary-line tree, then you cannot cut down the tree without your neighbor’s consent, and vice-versa. You and your neighbor share the tree-care expenses and responsibilities equally.

How do I determine where the boundary line is?

A survey is the best way to determine the boundary lines of a lot. Look for surveyor stakes or boundary markers. A plat map and legal descriptions help, too. Often neighbors know where the boundary is between their lots. *Tip:* Talk to your neighbor, if you have any doubt about the location of the boundary line.

What can I do if the roots or branches from my neighbor’s tree encroach into my yard?

If the roots or branches have encroached into your yard and become a nuisance, you have the right to fix or “abate” the nuisance, but there are limits. Here are some guidelines:

- Trim overhanging branches up to the boundary line – at your own expense. This right is called “self-help.” [See “What is self-help?” below]
- Trim, but don’t harm the health of the tree or destroy it. For example, cutting off too much of the canopy could jeopardize the tree’s capacity to photosynthesize. Cutting too much of the root system could cause the tree to become unstable and topple over. And pruning an oak between April and September could make the tree vulnerable to oak wilt, a fatal disease. It doesn’t matter that the tree may look funny after trimming it. The

¹ Minn. Stat. §561.01

² See, e.g., *Holmberg v. Bergin*, 285 Minn. 250, 172 N.W.2d 739 (1969).

courts look at whether or not you are harming the tree's health. If you don't know what may harm a tree, consult a tree expert before cutting.

- To find a tree expert or 'arborist,' look in the Yellow Pages under 'tree service,' look for the arborist's membership in professional organizations, such as the Minnesota Society of Arboriculture (MSA), the International Society of Arboriculture (ISA), or the National Arborist Association (NAA) .
- Don't trespass onto your neighbor's property to trim a tree or shrub. And technically, that means don't even lean over the property line to make the pruning cut, unless you have the neighbor's consent.
- Don't cut down a tree whose trunk is on the boundary line, unless you have the express consent of the owner on the other side of the boundary line.
- *Tip:* Chat before you chop. Even though you are not legally obligated to do so, talk to your neighbor before you do major trimming on your neighbor's tree. It's the neighborly thing to do.

What is self-help?

Property owners in every state have the right to trim the branches or roots of a neighbor's tree that encroach onto their property, up to the property line, at their own expense. This right is called "self-help." Self-help is an alternative to going to court. The rationale is that self-help prevents the wasteful use of the court system to resolve comparatively minor disputes. It's a trade-off: you have the right to cut and remove the encroaching branches or roots of your neighbor's tree, right away, at your own expense (*i.e.*, use self-help), instead of having to hire a lawyer, start a lawsuit, and wait for the courts to sort it out. Using self-help saves you time and money, and keeps the courts from settling disputes between neighbors. In Minnesota, you have the option of using self-help OR going to court, when using self-help is not practical or reasonable. In most other states, self-help is the exclusive remedy.

What are the consequences of trespassing to cut down my neighbor's tree?

Cutting down a tree on another person's property without permission is trespass and carries a stiff penalty. In Minnesota, whoever intentionally cuts down a tree without the owner's permission can be assessed three times ("treble") the amount of monetary loss suffered by the tree owner.³ *Tip:* Don't engage in stealth tree-cutting when your neighbor has gone on vacation. You're setting yourself up to pay three times your neighbor's loss.

What can I do about leaves, twigs, sap, fruit, and other debris from my neighbor's tree?

Leaves, twigs, sap, acorns, etc., are naturally occurring tree debris and do not generally constitute a nuisance. There are no court cases in Minnesota that directly deal with this issue. However, courts in other states have recognized that tree owners are liable for "sensible damage" caused by their trees, such as a damaged roof, but not mere debris from a healthy tree. Going to court to have a neighbor ordered to pick up fallen debris is not practical or economical.

Who owns the fruit on the branches of my neighbor's tree that hang into my yard?

The rule of thumb is that the fruit on the overhanging branches belongs to the tree owner. Picking the fruit may not be so simple. Ownership of the fruit does not give your neighbor any right to trespass onto your property to pick the fruit. The law in Minnesota on this subject is not clear cut. Courts would probably weigh your right to keep trespassers out of your yard against the owner's right to harvest the fruit. The balance may tip in favor of your neighbor, if she owns an orchard and depends on the fruit for her livelihood. The law is also unclear on the issue of

³ Minn. Stat. §561.04

fallen fruit. Once it has fallen, the fruit's value diminishes. It has become, for all practical purposes, "tree debris." You should be able to use or dispose of the fruit, if your neighbor says nothing about wanting it.

Help! My neighbor cut down her tree ... and took the shade in my back yard with it. What recourse do I have? None. If the tree trunk was in your neighbor's yard, it's her tree. She has the right to cut it down, even for the heck of it, and even it doing so exposes your prize-winning hosta garden to all-day sun.

What is the best way to resolve disputes about trees between neighbors?
The best approach is to try to work out the dispute with your neighbor.

Where should I go to seek legal help, if needed or if the neighborly approach doesn't work?
Look in the Yellow Pages under "Attorneys/Real Estate or Real Property Law." Also, look in the Gray Pages of the phone directory for Lawyer Referral and Information Service. This service's attorneys often provide a half-hour free consultation to people referred to them.

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