



NOTICE OF AGENDA

CITY COUNCIL MEETING

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

Forest Lake City Center – Council Chambers
Forest Lake, Minnesota

Tuesday, July 23, 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 from June 24, 2024 Special Council Meeting
 - c. Approve Minutes from June 24, 2024 Regular Council Meeting
 - d. Approve Minutes from July 1, 2024 Special Council Meeting
 - e. Approve Minutes from July 8, 2024 Regular Council Meeting
 - f. Approve Liability Coverage Waiver
 - g. Approve Washington County CDA Block Grant Cooperation Agreement, Resolution 07-23-24-07
 - h. Approve Exempt Gambling Permit: Fuhr Family Foundation
 - i. Approve Resolution Appointing Building Official-Resolution No 07-23-24-08
 - j. Approve Site Access Agreement for Environmental Assessment
7. Council may remove any item from the consent agenda for specific consideration.
7. Regular Agenda (Action Items)
 - a. Hidden Creek 2nd Addition – Abbi Wittman
 - i. Public Hearing

- ii. Consider Approval of Easement Vacation, Resolution 07-23-24-01
 - iii. Consider Approval of Roadway Vacation, Resolution 07-23-24-02
 - iv. Consider Approval of Final Plat, Resolution 07-23-24-03
 - v. Consider Approval of Development Agreement
 - b. Shields Lake – Amanda Johnson
 - i. Public Hearing
 - ii. Easement Vacations: Resolution 07-23-24-05
 - c. Award Sale of Bonds: Resolution No 07-23-24-06 – Kevin Knopik
 - d. Financial Management Plan Presentation from Ehlers – Kevin Knopik
 - e. Contract for Median Options – Dave Adams
 - f. City Administrator Recruitment Proposals – Amanda Johnson
 - g. Fenway Field Rehab Project – Dave Adams
 - h. Request for Proposals for Airport Manager – Kristina Handt
 - i. Resolution 07-23-04-04 Accepting Donations (Arts in the Park) – Mayor and City Council
8. Staff Updates
9. Mayor and City Council Updates
10. Closed Session Pursuant to Minn. Stat. 13D.05, subd 3(b) for a confidential attorney-client discussion regarding threatened litigation by Northern Planes Aviation Inc.
11. Adjourn

Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
10102	AMERICAN IMPORTS				
	44504	SQUAD 2319 - CHANGE OIL & TIRE ROTATION	83.79	115529	07/23/2024
TOTAL FOR: AMERICAN IMPORTS			83.79		
MISC	ANDREA KAHLID				
	VERIFIED CLAIM	PARK RESERVATION CANCELLATION WITHIN REFUND DEADLINE	135.00	115530	07/23/2024
TOTAL FOR: ANDREA KAHLID			135.00		
10251	ANGELA CAMPBELL				
	REIMB 2024	MILEAGE REIMBURSEMENT FOR TRIPS TO THE BANK FOR MAY & JUNE & JULY	10.18	115531	07/23/2024
TOTAL FOR: ANGELA CAMPBELL			10.18		
10185	AT & T MOBILITY				
	287284342696X06192	AT & T MOBILITY - JUNE 2024	408.15	1855	07/05/2024
TOTAL FOR: AT & T MOBILITY			408.15		
10201	AXON ENTERPRISE INC				
	INUS262878	FLEET 3 BASIC + TAP & FLEET 3 HUB, RADAR CABLE, KUSTOM SIGNAL, GE2 & FLEET 3 HUB, RADAR CABLE	25,138.63	115532	07/23/2024
	INUS263301	AXON FLEET 3 - SIM INSERTION - VZW 4FF & AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	2,917.76	115532	07/23/2024
TOTAL FOR: AXON ENTERPRISE INC			28,056.39		
14059	BENEFIT EXTRAS INC				
	06202024	SETTLE PURCHASE	130.48	1848	06/24/2024
TOTAL FOR: BENEFIT EXTRAS INC			130.48		

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Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
14128	BOLTON & MENK INC				
	0338518	2022 LS & FM IMPROVEMENTS	1,171.00	115533	07/23/2024
	0338520	2024 ADA SIDEWALK REPAIRS	724.00	115533	07/23/2024
	0338526	2024 LOCAL ST IMPROVEMENT	11,364.90	115533	07/23/2024
	0338527	2024 RECLAMATION/DOUBLE CHIP	242.00	115533	07/23/2024
	0338530	CSAH 32 PEDESTRIAN & STREET	2,047.00	115533	07/23/2024
	0338531	CSAH 33 SAFETY IMPROVEMENTS	16,936.00	115533	07/23/2024
	0338534	EUREKA AVENUE IMPROVEMENTS	33,932.00	115533	07/23/2024
	0338536	GENERAL ROUTINE ENGINEERING	2,500.00	115533	07/23/2024
	0338543	NON-ROUTINE ENGINEERING - 2022 NON-ROUTINE ENG SERVICES	400.00	115533	07/23/2024
	0338543	NON-ROUTINE ENGINEERING - 2022 NON-ROUTINE ENG SERVICES	1,644.00	115533	07/23/2024
	0338544	NORTH SHORE TRAIL	4,480.00	115533	07/23/2024
	0338559	STORMWATER MODELING UPDATES	730.50	115533	07/23/2024
	0338560	STORMWATER SERVICES	1,560.00	115533	07/23/2024
	0338562	TH 97 IMPROVEMENT PROJECT	3,572.50	115533	07/23/2024
	0338563	WTP 4 CONSTRUCTION	7,624.90	115533	07/23/2024
	0339561	TAXIWAY A3 & TAXILANE BRAVO	1,800.00	115533	07/23/2024
	0339931	AIRPORT GENERAL/ROUTING ENG	2,329.50	115533	07/23/2024
TOTAL FOR: BOLTON & MENK INC			93,058.30		
14152	BRAUN INTERTEC CORPORATION				
	B390089	2024 STREET PAVEMENT MAINTENANCE PROJECT MATERIALS TESTING THROUGH 06-15-24	2,859.00	115534	07/23/2024
TOTAL FOR: BRAUN INTERTEC CORPORATION			2,859.00		
14186	BRUCE'S FOODS INC				
	0131 07-02-2024	GATORADE	32.15	115535	07/23/2024
TOTAL FOR: BRUCE'S FOODS INC			32.15		
18024	CARGILL INC				
	2909709423	KD CRSE SO BULK NSF 60 - 50,140.00 LB	6,838.09	115536	07/23/2024
TOTAL FOR: CARGILL INC			6,838.09		
18061	CENTENNIAL PLAZA				
	VERIFIED CLAIM	PARCAL A, B & C PAYGO PAYMENT	6,522.82	115537	07/23/2024
TOTAL FOR: CENTENNIAL PLAZA			6,522.82		
18077	CENTURY LINK				
	JUNE 2024	SENIOR CENTER TELEPHONE - JUNE 2024	143.83	1851	06/28/2024
TOTAL FOR: CENTURY LINK			143.83		

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	Invoice				
18113	CINTAS CORPORATION				
	4197484780	UNIFORM & CLOTHING - M.WELSH	73.76	115538	07/23/2024
	4198156879	UNIFORM & CLOTHING - M.WELSH	73.76	115538	07/23/2024
TOTAL FOR: CINTAS CORPORATION			147.52		
MISC	CLASSIC CONSTRUCTION OF CEDAR MN IN				
	PZ22-1118	BD Bond Refund	15,788.00	115539	07/23/2024
		*BD BOND REFUND: BD-0029, ADDRESS: [REDACTED]			
TOTAL FOR: CLASSIC CONSTRUCTION OF CEDAR MN IN			15,788.00		
18176	COMPANION ANIMAL CONTROL				
	JUNE 2024	ANIMAL CONTROL - CONTRACTUAL SERVICES JUNE 2024	1,258.40	115540	07/23/2024
TOTAL FOR: COMPANION ANIMAL CONTROL			1,258.40		
18192	CORE & MAIN LP				
	V186131	6 MJ RW GATE VLV OL & 6 ADAPTER RW GATE VALVE & "G" VALVE BOX WATER ASSY DOM	10,151.44	115541	07/23/2024
TOTAL FOR: CORE & MAIN LP			10,151.44		
18230	CRYSTEEL TRUCK EQUIPMENT				
	FP195781	1300#, 55X38, STEEL, 2-PC, 4" TAPER WITH WINTER GRADE OIL & T-181 MOUNTING KIT 2019+ CHEV 2500/3500	3,270.00	115542	07/23/2024
TOTAL FOR: CRYSTEEL TRUCK EQUIPMENT			3,270.00		
22040	DAVID D. DREWS				
	JUNE 2024	CLEANING SERVICES FOR JUNE 2024 FL SENIOR CENTER	850.00	115543	07/23/2024
TOTAL FOR: DAVID D. DREWS			850.00		
22206	DDA HUMAN RESOURCES INC				
	TERMINATION AGRMT	07-08-2024 TERMINATION AGREEMENT & RELEASE	10,000.00	115544	07/23/2024
TOTAL FOR: DDA HUMAN RESOURCES INC			10,000.00		
22124	DUNAWAY CONSTRUCTION				
	PAY REQUEST #1	2024 ADA CONCRETE SIDEWALK REPAIRS - B&M PROJECT NO. 0N1.133787	22,864.70	115545	07/23/2024
TOTAL FOR: DUNAWAY CONSTRUCTION			22,864.70		
22128	DVS RENEWAL				
	2019 TRL PW	2019 PRO-TAINER TRL LICENSE PLATE REG	423.00	115528	07/12/2024
	2024 CHEVY PW	2024 CHEVY LICENSE PLATE REG	3,606.18	115528	07/12/2024
	2024 GMC PW	2024 GMC LICENSE PLATE REG	3,322.31	115528	07/12/2024
TOTAL FOR: DVS RENEWAL			7,351.49		

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	Invoice				
26013	ECM PUBLISHERS INC				
	1004354	ORDINANCE 738 - AIRPORT COMMISSION	79.50	115546	07/23/2024
	1004355	2023 FINANCIAL STATEMENT	413.40	115546	07/23/2024
	1004356	PG.1 2023 WATER REPORT	413.40	115546	07/23/2024
	1004357	PG.2 2023 WATER REPORT	148.40	115546	07/23/2024
	1005286	ORDINANCE NO. 739 - ZONING	51.80	115546	07/23/2024
TOTAL FOR: ECM PUBLISHERS INC			1,106.50		
26024	EHLERS				
	89196	\$8,895,000.00 GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES 2014A	475.00	1853	07/10/2024
	89197	\$4,315,000.00 GENERAL OBLIGATION WASTEWATER REVENUE BONDS, SERIES 2016A	475.00	1853	07/10/2024
TOTAL FOR: EHLERS			950.00		
26028	EJ HOULE INC				
	2781/14	JRK 50LB TURF 26-0-4/NUTR	150.75	115547	07/23/2024
	2782/14	JRK PRO ATHLETIC 50/50 50# TAZO	379.35	115547	07/23/2024
TOTAL FOR: EJ HOULE INC			530.10		
26048	EMERGENCY AUTOMOTIVE TECHNOLOGIES				
	RP070124-01	SERVICES ON UNIT 2005	17.86	115548	07/23/2024
TOTAL FOR: EMERGENCY AUTOMOTIVE TECHNOLOGIES			17.86		
26050	EMERGENCY SERVICES MARKETING CORP I				
	24-41493	YEAR FOUR OF FIVE SUBSCRIPTION (8/7/24-8/6/25) & YEAR FOUR OF FIVE TELEPHONE CALL COSTS	870.00	115549	07/23/2024
TOTAL FOR: EMERGENCY SERVICES MARKETING CORP I			870.00		
30026	FERGUSON WATERWORKS #2518				
	0531243	REG 2 HPT P/C R900I V4 USG PIT	277.93	115550	07/23/2024
	0531579	NEPTUNE - INFRASTRUCTURE INSTALL - NSTALL GATEWAY COLLECTORS	27,000.00	115550	07/23/2024
	0532114	1 GAL HYD OIL	227.58	115550	07/23/2024
	0532528	LF 5/8X3/4 MTR SETTER W/ L/CHK	3,555.18	115550	07/23/2024
	0532574	2 MACH10 R900I USG 15-1/4 LL *X	1,175.78	115550	07/23/2024
TOTAL FOR: FERGUSON WATERWORKS #2518			32,236.47		
30041	FIRE SAFETY USA INC				
	189211	E-ONE REG REBUILD KIT & E-ONE DIAPHRAM REG REPL	653.00	115551	07/23/2024
TOTAL FOR: FIRE SAFETY USA INC			653.00		

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30065	FLOW MEASUREMENT AND CONTROL COMPAN				
	Q2400150	SOFTENER #2 IS OFF (FLOW=0.0 GPM) BUT SCADA SHOWS 56- 58 GPM & CHECKED LOW FLOW CUTOFF	330.00	115552	07/23/2024
TOTAL FOR: FLOW MEASUREMENT AND CONTROL COMPAN			330.00		
30073	FOREST LAKE ACE HARDWARE				
	64400/3	PIC HANG STRIP LRG WHT & DUR BATT LTHM 2450 1PK	23.97	115553	07/23/2024
	64425/3	CLR ID TAG W/KY RNG BULK & KEY PLAIN SINGLE CUT KEY	25.93	115553	07/23/2024
	64433/3	HOT WATER NOZZLE RED	27.98	115553	07/23/2024
	64443/3	CONCRETE MIX FASTSET 50#	12.99	115553	07/23/2024
	64461/3	FASTENERS	1.77	115553	07/23/2024
TOTAL FOR: FOREST LAKE ACE HARDWARE			92.64		
30079	FOREST LAKE AREA SCHOOLS				
	94568	FIELD SCHEDULING (APRIL 2024)	2,000.00	115554	07/23/2024
	95364	FIELD SCHEDULING (MAY 2024)	2,000.00	115554	07/23/2024
	95656	FIELD SCHEDULING (JUNE 2024)	2,000.00	115554	07/23/2024
TOTAL FOR: FOREST LAKE AREA SCHOOLS			6,000.00		
34061	GOPHER STATE ONE-CALL				
	4060401	FTP TICKETS (374); CANCELLED TICKETS (8); CORRECTION TICKETS (6): TOTAL BILLABLE TICKETS (360)	486.00	115555	07/23/2024
TOTAL FOR: GOPHER STATE ONE-CALL			486.00		
38004	HACH COMPANY				
	14091700	SPADNS2 (ARSENIC FREE) FLUORIDE RGT, ACCUVAC,25/PK & ASCORBIC ACID PWD PLWS PK/100	1,755.61	115556	07/23/2024
TOTAL FOR: HACH COMPANY			1,755.61		
38044	HAWKINS INC				
	6801945	CHLORINE - EPA REG. NO. 7870-2 & 150 LB CHLORINE CYLINDER & LPC-4 & SODIUM HYDROXIDE 50% DIAPHRAGM	3,257.99	115557	07/23/2024
	6801947	CHLORINE - EPA REG. NO. 7870-2 & 150 LB CHLORINE CYLINDER & LPC-4 & SODIUM HYDROXIDE 50% DIAPHRAGM	3,206.91	115557	07/23/2024
TOTAL FOR: HAWKINS INC			6,464.90		
38049	HEALTH PARTNERS				
	CLAIMS06122024	HPAI SELF INSURED CLAIMS 15657 - JUNE 2024	587.63	1849	06/17/2024
	CLAIMS06192024	HPAI SELF INSURED CLAIMS 15657 - JUNE 2024	345.19	1850	06/24/2024
TOTAL FOR: HEALTH PARTNERS			932.82		

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	Invoice				
38057	HEBERT AND WELCH PA				
	391	LEGAL SERVICES FOR JUNE 2024	11,132.00	115558	07/23/2024
TOTAL FOR: HEBERT AND WELCH PA			11,132.00		
42050	INVOICE CLOUD INC				
	2468-2024_6	INVOICE CLOUD PAYMENT FEES - JUNE 2024	539.44	1856	07/08/2024
TOTAL FOR: INVOICE CLOUD INC			539.44		
45108	JIM JOHNSON				
	08-06-2024	ARTS IN THE PARK ENTERTAINMENT PAYMENT	1,000.00	115559	07/23/2024
TOTAL FOR: JIM JOHNSON			1,000.00		
MISC	JOE GAA				
	CANDIDATE REIMB	J. GAA INTERVIEW EXPENSES	462.60	115560	07/23/2024
TOTAL FOR: JOE GAA			462.60		
45180	JOLLEEN CHAIKA				
	REIMB 2024-2	LUNCHEON FOOD/CITY ADMIN INTERVIEW DAY	29.97	115561	07/23/2024
TOTAL FOR: JOLLEEN CHAIKA			29.97		
45219	JOYANN PARKER LLC				
	07-23-2024	ARTS IN THE PARK ENTERTAINMENT PAYMENT	1,500.00	115562	07/23/2024
TOTAL FOR: JOYANN PARKER LLC			1,500.00		
49014	KATH FUEL OIL SERVICE CO				
	802292	TERRACAIR DEF CLOSED DRUM 55 & CORE DEPOSIT DEF POLY VALVE 55 & CLEAN FEE/FUEL SUR	591.00	115563	07/23/2024
TOTAL FOR: KATH FUEL OIL SERVICE CO			591.00		
49144	KRISTINA HANDT				
	REIMB 2024	MILEAGE FOR JANUARY - JUNE EVENTS	142.04	115564	07/23/2024
TOTAL FOR: KRISTINA HANDT			142.04		
49142	KURITA AMERICA INC				
	INV829471	10% COMMISSIONING	13,255.00	115565	07/23/2024
TOTAL FOR: KURITA AMERICA INC			13,255.00		
49138	KYLE E TENNIS LLC				
	07-30-2024	ARTS IN THE PARK ENTERTAINMENT PAYMENT	2,000.00	115566	07/23/2024
TOTAL FOR: KYLE E TENNIS LLC			2,000.00		

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	Invoice				
53076	LEVANDER, GILLEN & MILLER PA				
	35000-01000E	MAYOR/COUNCIL	1,170.50	115567	07/23/2024
	35000-01045E	THC ORDINANCE	652.50	115567	07/23/2024
	35000-01046E	CODE ENFORCEMENT AND PUBLIC NUISANCES	261.00	115567	07/23/2024
	35000-02000E	ADMINISTRATION	4,886.50	115567	07/23/2024
	35000-02001E	DATA PRACTICES ACT MATTERS	159.50	115567	07/23/2024
	35000-04000E	DEVELOPMENT	1,165.50	115567	07/23/2024
	35000-04055E	GAUGHAN PURCHASE/DEVELOPMENT AGREEMENTS FOR BUSINE	884.50	115567	07/23/2024
	35000-06062E	SHIELDS PARK SWAP	82.50	115567	07/23/2024
	35000-07000E	POLICE	2,523.00	115567	07/23/2024
	35000-09000E	PUBLIC WORKS	623.50	115567	07/23/2024
	35000-10000E	ENGINEERING	203.00	115567	07/23/2024
	35000-11005E	ARTS IN THE PARK MUSIC ENTERTAINMENT CONTRACT	101.50	115567	07/23/2024
	35000-11007E	CASTLEWOOD GOLF COURSE	58.00	115567	07/23/2024
	35000-15000E	AIRPORT	3,842.50	115567	07/23/2024
	35000-17000E	ECONOMIC DEVELOPMENT AUTHORITY (EDA)	319.00	115567	07/23/2024
TOTAL FOR: LEVANDER, GILLEN & MILLER PA			16,933.00		
53087	LIGHTHOUSE LOFTS APARTMENTS, LLC				
	VERIFIED CLAIM	LIGHTHOUSE LOFTS PAYGO NOTE PAYMENT	121,456.00	115568	07/23/2024
TOTAL FOR: LIGHTHOUSE LOFTS APARTMENTS, LLC			121,456.00		
53092	LINDE GAS & EQUIPMENT INC				
	43818286	INDUSTRIAL ACETYLENE IND HIGH PRESSURE > 100CF - RENTAL 05/20/2024 TO 06/20/2024	190.43	115569	07/23/2024
TOTAL FOR: LINDE GAS & EQUIPMENT INC			190.43		
53160	LRS PORTABLES LLC				
	MP252541	MULTIPLE RENTALS FOR PARKS & CASTLEWOOD GOLF & NORTHLAND NURSERIES	1,150.00	115570	07/23/2024
TOTAL FOR: LRS PORTABLES LLC			1,150.00		
57008	MADDEN GALANTER HANSEN ATTORNEYS AT				
	JUNE 2024	SERVICES RENDERED - 6/1/2024 - 6/30/2024	273.00	115571	07/23/2024
TOTAL FOR: MADDEN GALANTER HANSEN ATTORNEYS AT			273.00		
57046	MARTIN-MCALLISTER CONSULTING PSYCH				
	16211	PUBLIC SAFETY ASSESSMENT-A [REDACTED] GERMANN-NEW POLICE OFFICER HIRE	625.00	115572	07/23/2024
TOTAL FOR: MARTIN-MCALLISTER CONSULTING PSYCH			625.00		

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57106	MENARDS				
	37259	32OZ SB BATH GRIME CLNR & DESIGNER BOWL BRUSH	31.88	115573	07/23/2024
	37309	3/8"X100' TWISTED POLYEST	20.75	115573	07/23/2024
	37317	16"X4' CONCRETE FORMING & 12"X4' CONCRETE FORMING	34.54	115573	07/23/2024
	37765	CONCRETE MIX	23.10	115573	07/23/2024
	37854	TYPE S MORTAR MIX	17.26	115573	07/23/2024
TOTAL FOR: MENARDS			127.53		
57410	MERCHANT BANK FEES				
	FEE07012024	MERCH SERV BANKCRD FEES-JULY	145.10	1857	07/01/2024
TOTAL FOR: MERCHANT BANK FEES			145.10		
57123	METRO SALES INC				
	INV2557386	RICOH/IM 350F COPIER	87.16	115574	07/23/2024
TOTAL FOR: METRO SALES INC			87.16		
57401	METRO-INET				
	2023	USER, COMPUTER & EMAIL SUPPORT	22,637.00	115575	07/23/2024
TOTAL FOR: METRO-INET			22,637.00		
57131	METROPOLITAN COUNCIL - ENVIRONMENTA				
	0001175392	WASTE WATER SERVICES DEF REV - AUGUST 2024	143,589.25	115576	07/23/2024
TOTAL FOR: METROPOLITAN COUNCIL - ENVIRONMENTA			143,589.25		
57166	MIDWESTONE BANK				
	PP062024	POSITIVE PAY MONTHLY FEE-JUNE	53.20	1852	06/28/2024
TOTAL FOR: MIDWESTONE BANK			53.20		
57264	MINNESOTA VALLEY TESTING LABS				
	1259389	COLIFORM, MF - WATER	151.25	115577	07/23/2024
TOTAL FOR: MINNESOTA VALLEY TESTING LABS			151.25		
61007	NAPA AUTO PARTS				
	215329	TIRE VAL & ADAPTER BEARING	27.01	115578	07/23/2024
	215456	18MO WTY BAT & CORE DEPOSIT	492.96	115578	07/23/2024
	215584	-20 WINDSHIELD WASH	39.24	115578	07/23/2024
	215711	BEARING OIL SEAL KIT	122.65	115578	07/23/2024
	215718	LOADED STRUT	211.98	115578	07/23/2024
	215779	CORE DEPOSIT RETURN	(81.00)	115578	07/23/2024
	215966	CONTROL ARM AND BALL	270.28	115578	07/23/2024
	216025	SWAY BAR LINK	72.08	115578	07/23/2024
TOTAL FOR: NAPA AUTO PARTS			1,155.20		

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Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
61081	NORTHERN SAFETY TECHNOLOGY INC				
	57988	SETINA DOOR PANEL S TPO PLASTIC, BLACK, 21-24 FORD TRUCK F150	317.00	115579	07/23/2024
TOTAL FOR: NORTHERN SAFETY TECHNOLOGY INC			317.00		
65019	OLSON'S SEWER SERVICE INC				
	103639	WORK PERFORMED AT 7050 SCANDIA TRL N - ASSISTED THE CITY OF FL PWD IN THE REPAIR OF LEAKING CURB STOP	3,407.03	115581	07/23/2024
TOTAL FOR: OLSON'S SEWER SERVICE INC			3,407.03		
65002	O'REILLY AUTO PARTS				
	1517-251538	BATTERY & CORE CHARGE & WINTER BLADE	211.21	115580	07/23/2024
	1517-251539	FUEL/WTR SEP & OIL FILTER & AIR FILTER	54.17	115580	07/23/2024
	1517-251603	MINI BULB	11.88	115580	07/23/2024
	1517-251745	BATTERY & CORE CHARGE	64.08	115580	07/23/2024
	1517-251803	CORE RETURN	(10.00)	115580	07/23/2024
	1517-252043	HELMET	84.99	115580	07/23/2024
	1517-252324	FUEL/WTR SEP & OIL FILTER & AIR FILTER	52.31	115580	07/23/2024
	1517-252394	15OZTIRESHIN	18.98	115580	07/23/2024
	1517-252786	MARINE GREAS	29.96	115580	07/23/2024
TOTAL FOR: O'REILLY AUTO PARTS			517.58		
69177	PEACHIIE MARKETING LLC				
	0000128	SOCIAL MEDIA MANAGEMENT & EMAIL MARKETING SERVICES JUNE 2024	3,500.00	115582	07/23/2024
TOTAL FOR: PEACHIIE MARKETING LLC			3,500.00		
69060	PETERSON COMPANIES				
	56263	RAIN BIRD WIRELESS RAIN SENSOR & PRESSURE TRANSDUCER & TRANSDUCER CABLE	546.16	115583	07/23/2024
TOTAL FOR: PETERSON COMPANIES			546.16		
74235	RANDALL GILDERSLEEVE				
	07-04-2024	ARTS IN THE PARK ENTERTAINMENT PAYMENT	100.00	115584	07/23/2024
TOTAL FOR: RANDALL GILDERSLEEVE			100.00		
74020	RAPID PRESS				
	76134	SENIOR CENTER NEWSLETTER - JULY/AUGUST 2024	261.90	115585	07/23/2024
TOTAL FOR: RAPID PRESS			261.90		

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	Invoice				
74236	RINKER MATERIALS				
	29522151	ADJUSTING RING 27X2 INCH	324.00	115586	07/23/2024
TOTAL FOR: RINKER MATERIALS			324.00		
78019	SALES TAX MN DEPT REVENUE EFT				
	053124	MAY 2024 SALES TAX	1,213.00	1854	06/25/2024
TOTAL FOR: SALES TAX MN DEPT REVENUE EFT			1,213.00		
78265	SEAN THOMAS				
	REIMB 2024-2	BREAKFAST ON JACKSON DEPLOYMENT	18.16	115587	07/23/2024
TOTAL FOR: SEAN THOMAS			18.16		
78101	SHRED-IT USA				
	8007558941	SHREDDING SERVICES FOR JUNE 2024	468.38	115588	07/23/2024
TOTAL FOR: SHRED-IT USA			468.38		
78176	STAPLES INC				
	600556384	STAPLES 13 GAL DRAW WH 120CT & NATURAL ROLL TOWEL	115.65	115589	07/23/2024
		8 X800 & LINER WASTE 40X46 EXHVV CLR			
	6006239571	NON-DAIRY CREAMER 12 OZ 3 PK & CHOCK FULL O NUTS	70.33	115589	07/23/2024
		COFFEE 30.5			
	6006239572	NJOY YLW SUCRALOSE SWETNER 400 & NJOY YLW	17.42	115589	07/23/2024
		SUCRALOSE SWETNER 400			
	6006353960	POSTIT POPUP NTE 3X3 CAPE TOWN & 4X6 LINED NOTES &	181.81	115589	07/23/2024
		3X3 POST-IT MIAMI24 CABINET PK			
TOTAL FOR: STAPLES INC			385.21		
82002	TA SCHIFSKY AND SONS INC				
	70334	YARD PURCHASES FROM 06/23/2024 TO 06/29/2024	268.11	115590	07/23/2024
TOTAL FOR: TA SCHIFSKY AND SONS INC			268.11		
MISC	THOMAS HUTKA				
	CANDIDATE REIMB	T. HUTKA INTERVIEW EXPENSES	1,200.00	115591	07/23/2024
TOTAL FOR: THOMAS HUTKA			1,200.00		
82241	TIMESAVER OFF SITE SECRETARIAL INC				
	M29290	JUNE 10 2024 - EDA MEETING & CITY COUNCIL MEETING	952.50	115592	07/23/2024
		& JUNE 12 - PLANNING COMMISSION MEETING			
TOTAL FOR: TIMESAVER OFF SITE SECRETARIAL INC			952.50		

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Vendor Code	Vendor Name	Description	Amount	Check #	Check Date
	Invoice				
82139	TOTAL CONTROL SYSTEMS INC				
	11269	WTP #1/3 & WTP #2 & WTP #4 & TOWNSHIP SLS #16	540.00	115593	07/23/2024
		CRADLEPOINT MONTHLY SERVICE			
TOTAL FOR: TOTAL CONTROL SYSTEMS INC			540.00		
82172	TRUGREEN PROCESSING CENTER				
	195715581	LAWN SERVICE FENWAY PARK 5530 206TH ST N ON	2,644.81	115594	07/23/2024
		06/19/24 & 06/24/24			
TOTAL FOR: TRUGREEN PROCESSING CENTER			2,644.81		
86001	ULINE, INC				
	180091965	ULINE DOG WASTE BAGS - 8 X 13" & RUBBERMAID®	718.22	115595	07/23/2024
		CONTINUOUS AIR FRESHENER CARTRIDGE - CITRUS			
TOTAL FOR: ULINE, INC			718.22		
86013	UNITED PROPERTIES RESIDENTIAL LLC				
	VERIFIED CLAIM	CHERRYWOOD POINT PAYGO NOTE PAYMENT	82,350.74	115596	07/23/2024
TOTAL FOR: UNITED PROPERTIES RESIDENTIAL LLC			82,350.74		
88025	VIKING INDUSTRIAL CENTER				
	3291811	17" CABLE TIES STANDARD-BLACK & 14" CABLE TIES	96.90	115597	07/23/2024
		COLD WEATHER - BLACK & 14" CABLE TIES STANDARD-BLACK			
TOTAL FOR: VIKING INDUSTRIAL CENTER			96.90		
90032	WASHINGTON COUNTY				
	223512	WASHINGTON COUNTY LED SWAPS	201.74	115598	07/23/2024
TOTAL FOR: WASHINGTON COUNTY			201.74		
90100	WINNICK SUPPLY INC				
	047901	RETURN-SPUNBOND LIGHT DUTY FABRIC 3'X300' FSB2	309.99	115599	07/23/2024
		03300 & PURCHASED HEAVY 60Z WOVEN			
		FABRIC12'6"X360'500			
	047990	EROSION CONTROL BLANKET STRAW SR1 SINGLE NET 100SQ	81.00	115599	07/23/2024
		YD 8.5' X 112.5'			
TOTAL FOR: WINNICK SUPPLY INC			390.99		
90142	WOODROW MCBRIDE				
	07-23-2024	ARTS IN THE PARK ENTERTAINMENT PAYMENT	500.00	115601	07/23/2024
	07-30-2024	ARTS IN THE PARK ENTERTAINMENT PAYMENT	500.00	115600	07/23/2024
	08-06-2024	ARTS IN THE PARK ENTERTAINMENT PAYMENT	500.00	115602	07/23/2024
TOTAL FOR: WOODROW MCBRIDE			1,500.00		

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	Invoice				
94003	XCEL ENERGY				
	879912486	51-0012039653-5/4938 HEADWATERS PKWY	37.74	1858	07/03/2024
	880321197	51-9849041-6 ~ 20500 FOREST RD N U#1-AIRPORT	31.68	1859	07/05/2024
	881022253	51-0010746167-3/CITY CENTER	5,567.95	1847	06/28/2024
	881135064	51-0239658-9 ~ LIFT STATIONS	109.63	1846	06/21/2024
	881270620	51-9753120-9 ~ 1601 11TH AVE SW-BRIDGE	36.66	1858	07/03/2024
	882181413	51-5193676-8 ~ 1850 8TH ST SE & 65 3RD AVE NW WTP	7,697.87	1860	07/08/2024
TOTAL FOR: XCEL ENERGY			13,481.53		
98012	ZIP REPORTS				
	2406010012	SEARCH FOR R. RAFI & M. OZA	20.00	115603	07/23/2024
TOTAL FOR: ZIP REPORTS			20.00		
TOTAL - ALL VENDORS			717,034.76		

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	Invoice				
22070	DEWEY'S VACUUM'S				
	773994	FOAM MOTOR FILTER & BRUSH ROLLER BEARING & HGED MOTOR & METAL PIVOT SLEVE	161.55	115524	07/03/2024
TOTAL FOR: DEWEY'S VACUUM'S			161.55		
TOTAL - ALL VENDORS			161.55		



City Council

Special Meeting

~ Minutes ~

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

Monday, June 24, 2024

6:30 PM

City Center - Council Chamber

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

1. Call to Order, 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	

2. Open Forum

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:

Eugene Hurstell, 10324 204th Street North, stated that he was concerned about Joe Gaa's resume and the short employment in multiple cities. He commented that the previous City Administrator was not vetted well and community members had difficulties working with him.

3. Resume Deliberations and Candidate Selection: City Administrator Search

City Attorney Johnson stated that Interim City Administrator Kristina Handt was not interested in the City Administrator position with Forest Lake. City Attorney Johnson provided a summary of the votes from the City Council for the City Administrator position. She stated that Devin Swanberg had removed his name for consideration.

Mayor Bain requested a general discussion from the City Council.

Councilmember Husnik stated that there was a good consensus to move forward with Joe Gaa.

Councilmember Roberts read a statement to explain his thoughts. He commented that the City Council had not been satisfied with the candidate pool provided by DDA. During the interview process, the only finalist who seemed appropriate was Joe Gaa. After the special meeting on Thursday, Councilmember Roberts reached out to individuals who knew Mr. Gaa and he did not receive positive feedback. He suggested pausing the search until later in the year and continuing to employ Kristina Handt as the Interim City Administrator.

Councilmember Erickson commented that Councilmember Roberts expressed good points. He said that it was important to hire the most appropriate fit for the City Administrator position.

Councilmember Valento said that the City Council, the department heads, and members of the public expressed satisfaction with Joe Gaa as a candidate. She voiced concerns about pushing the



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interviews to a later time because the candidate pool might not be better and there is no certainty of how long Interim City Administrator Kristina Handt would stay with Forest Lake.

Mayor Bain stated that she did not have familiarity with the previous cities that Joe Gaa worked at, so she did not know if he would be an appropriate fit. She voiced concerns about the candidate pool. She said that the previous City Administrator search was like this experience. She suggested completing a more thorough background and reference check and a second interview prior to selecting a final candidate.

Councilmember Husnik commented that there were a few candidates who completed adequate interviews.

Mayor Bain responded that an additional layer of scrutiny would be helpful to have additional comfort.

City Attorney Johnson stated that there is interest in a background and reference check and a second-round interview to allow Mr. Gaa to explain his employment background. She asked if this interview could be completed virtually. City Attorney Johnson requested more information on what was wanted in the background check.

Mayor Bain answered that DDA might not be willing to complete the background check. She asked if there would be a way to get a broader spectrum in the communities that the candidate has served. She stated that the City Administrator position is difficult because the candidate is dependent on the fit with the City Council at that time.

Councilmember Erickson asked if it would be appropriate for City Attorney Johnson to reach out to references.

City Attorney Johnson asked if this would be something that they should request DDA to complete the process. She also asked if they declined, and if the City Council would like her to reach out to references but expressed hesitation since she is not a recruiter.

Chief of Police Peterson explained that police officer background checks were much different than a background check for a City Administrator position.

Councilmember Erickson stated that another firm might be able to complete a background check.

Mayor Bain responded that a local firm might be able to provide the service. She stated that other municipalities were struggling with this process currently. She commented that other municipalities requested additional candidate options and completed their search with an adequate fit. She noted that part of the risk is that Mr. Gaa is completing additional interviews.



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City Attorney Johnson stated that it would be appropriate to ask Mr. Gaa if he would be willing to complete an additional background check and a second-round interview.

Mayor Bain responded that it would be preferred if the City Attorney would be willing to reach out to Mr. Gaa.

City Attorney Johnson said that if Mr. Gaa is open to the options, then there could be discussions about the next steps. She could also follow up with the local firm to request that they find the additional data. She asked if Mr. Gaa said no to the background request and second interview, and what would be the most appropriate steps.

Councilmember Husnik responded that he thought they would lose DDA in that scenario.

Mayor Bain stated that she was hesitant to pause the search since the current interim City Administrator is seeking an additional position. If it was necessary to have a second search, she would request to have additional discussions about the candidate profile to receive a better candidate pool.

City Attorney Johnson asked if there was another special meeting to be scheduled, and what date would be most appropriate. She stated a special meeting would need to occur either June 28 or July 1.

Mayor Bain suggested noticing a special meeting for July 1.

City Attorney Johnson responded that the agenda could be generic such as the City Administrator Search. She asked for clarity on the current position for the agreement for Interim City Administrator Kristina Handt since she does not have any paid time off with the agreement. She asked for guidance on how much paid time off to allow. She stated that the contract does not allow for continuing education, but she requested that the City Council allow her to partake in these experiences during the summer.

Mayor Bain answered that it would be appropriate for Interim City Administrator to receive a similar amount of paid time off as the advertised position.

City Attorney Johnson commented that these items will be discussed and finalized at the July 8 meeting.

4. Adjourn

Motion: Councilmember Valento made a Motion to Adjourn the Regularly Scheduled Council Meeting at 7:20 p.m.

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



City Council

Regular Meeting

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7:20 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 Valento made a Motion to Approve the Agenda as presented.
Motion seconded by Councilmember Erickson. Motion carried 5-0.

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

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

Comments:

Wendy Hatchner, Resident, 8595 North Shore Trail, expressed concerns about the size of the shoulder on North Shore Trail. It is difficult to navigate for bikers and pedestrians, especially with the rock shards. She requested widening the shoulders or shifting the painting of the road during the repavement project. She encouraged the City Council to consider ways to help the traffic slow down on North Shore Trail.

Phil Hatchner, Resident, 8595 North Shore Trail, met with his neighbors yesterday who are selling their house. The buyers are going to VRBO the house. He asked if there was no rental policy in Forest Lake. He stated without a rental policy, there is a safety issue and there is a lack of enforcement. He encouraged the City Council to consider rental policies to help create appropriate guidelines.

Eugene Hurstell, Resident, 10324 204th Street North, agreed with the concerns mentioned by Mr. Hatchner.

6. Consent Agenda Considerations (Action Items)

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



City Council

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City Center - Council Chamber

- a. Approve City Bills
- ~~b. Approve Minutes from June 10, 2024 Regular Council Meeting~~
- c. Approve Seasonal Employee/FLFD – Alan Newman
- d. Approve Resolution 06-24-24-05 Disposal of Surplus Property – Alan Newman
- e. Approve Updates to the ESST Policy – Kristina Handt
- f. Approve Amendment #A01 to MnDOT Grant Agreement #105531 – Kristina Handt
- g. Approve Exempt Gambling Permit Application for Forest Lake Red Line Club – Jolleen Chaika
- h. Approve Resolution 06-24-24-01: Approving New Tobacco License for Smokes N More – Jolleen Chaika
- i. Approve Resolution 06-24-24-02: Approving New Tobacco License for Forest Lake Smoke Shop – Jolleen Chaika
- j. Approve Met Council Water Efficiency Grant – Ryan Goodman
- k. Approve North Lakes Academy Letter of Credit Reduction No. 2 – Ryan Goodman

Motion: Mayor Bain made a Motion to Approve the Consent Agenda Items 6.a. and 6.c. through 6.k. Motion seconded by Councilmember Husnik. Motion carried 5-0.

b. Approve Minutes from June 10, 2024 Regular Council Meeting

Motion: Councilmember Husnik made a Motion to Approve Item 6.b., Approve Minutes from June 10, 2024 Regular Council Meeting. Motion seconded by Councilmember Valento. Motion carried 4-0-1 (Erickson abstained).

7. Regular Agenda (Action Items)

a) Public Hearing – 932 2nd Street NW – Abbi Wittman

1) Comprehensive Plan Amendment – Resolution 06-24-24-03

2) Zoning Map Amendment – Ordinance 739

Community Development Director Wittman reviewed the application for the Comprehensive Plan amendment and the zoning map amendment to 932 2nd Street NW. She reviewed the previous usage of the property and the existing land use of the property. She explained the process for the Comprehensive Plan amendment and the zoning map amendment process.

Mayor Bain stated that it made sense to consider the changes made.

Public Hearing opened at 7:36 p.m.

No public comments.

Public Hearing closed at 7:37 p.m.

Motion: Councilmember Erickson made a Motion to Adopt Resolution 06-24-24-03, Comprehensive Plan Amendment.

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



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Motion: Councilmember Husnik made a Motion to Adopt Ordinance 739 amending the City of Forest Lake Official Zoning map, rezoning the property located at 932 2nd Street NW (PID 05-032-21-42-0003) from RR (rural residential) to B-3 (limited industrial business).

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

b) Resolution 06-24-24-04: Donation from Chamber for Veterans Memorial – Mayor/City Council

Motion: Mayor Bain made a Motion to Adopt Resolution 06-24-24-04, Resolution Accepting Donation from Chamber for Veterans Memorial with gratitude.

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

8. Discussion

a) 10 Year Capital Improvement Plan Presentation – Kevin Knopik

Finance Director Knopik provided an overview of the 10-year Capital Improvement Plan. He summarized the projects proposed in the 10-year Capital Improvement Plan and discussed changes.

Councilmember Erickson asked if the ebb and flow of the fund balance was displayed in the documents provided to the City Council.

Finance Director Knopik responded that this was not represented in these documents. The projects are following the same levy projections as last year.

Mayor Bain asked if this plan reflected the anticipated funding levels from last year and if this was contemplated in the current expense levels.

Finance Director Knopik said they are following the Plan presented last year. He provided an example of the proposed tax levy increase for the park fund. He provided another example of the capital improvement fund. He stated that this is reviewed annually so there might be slight adjustments to the funding.

Mayor Bain asked if Ehlers, Inc. would do a more sophisticated revenue modeling to show the levy impact.

Finance Director Knopik responded that Ehlers, Inc. is taking this Plan, the general fund, and the levies, and factoring in growth projections and how this would impact the City's tax rate for each house by every year. This would be a more comprehensive tool.

Interim City Administrator Handt stated that this document should be focused on the next year or two and whether the City Council wants to move forward with projects. This would help them understand the tax impact.



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Councilmember Roberts asked if there was a Workshop to review these items since they are larger ticket items.

Interim City Administrator Handt stated that this would be the Workshop and the City Council should focus on projects in 2025 and 2026.

Mayor Bain commented that it would be beneficial to have more details about the park shoreline project. She asked if the park projects in the 10-year plan were added late to the process and without a lot of detail. She commented that she would like to have more details about the Lakeside Memorial Park.

Interim City Administrator Handt responded that the last two hundred pages (of the packet) are the details of the projects.

Mayor Bain stated that the size of the southwest stormwater project stood out to her since the City Council will be asked to make large decisions about this project.

Interim City Administrator Handt said that the numbers can look scary because no outside funding sources are included in this 10-year Plan.

Mayor Bain commented that the southwest stormwater project was in 2027 and was a large project and there had not been a lot of discussion.

Interim City Administrator Handt suggested moving the southwest stormwater project sooner since she thought that 2027 was the year the State grant funds needed to be spent by.

Mayor Bain commented that the shoreline project would be a good project to discuss additional details about.

Finance Director Knopik stated that the details were on page 213 of the packet. He stated that this project was identified as a budget priority by the City Council for 2026: There is a need for additional discussions about this project. He said none of the items being paid by the bonding or tax levy were different than last year. He stated that some of the projects had been moved around, but there are funding sources at are there for these projects.

Interim City Administrator Handt commented that the exception for funding was for the shoreline project and the medians' aesthetics. These do not have an identified funding source. She requested City Council feedback on the funding.

Mayor Bain asked about the purpose of the timeline for the shoreline.

Community Development Director Wittman responded that this was identified as a priority by the City Council during a Workshop. She stated that something would need to be done on the



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boat launch by 2025 as the agreement with the Department of Natural Resources is up. The launch needs work, whether it remains in the same location or is moved. There needs to be funding for this project.

Councilmember Erickson stated that there were a few concepts, and they would need to determine if the boat launch would be rebuilt in the same area or moved.

Councilmember Husnik asked if there had been any conversations with the landowner.

Community Development Director Wittman responded that they had reached out to the property owner and did not hear a response.

Interim City Administrator Handt asked if the shoreline project should be moved to 2027.

Councilmember Roberts asked if the price came from studies.

Community Development Director Wittman responded that costs are increasing. She noted that the construction of the Veteran's Memorial would be considered for 2025 to 2026.

Mayor Bain noted that she struggled to have the boat launch solved and the project designed and ready for execution. She stated there were a lot of park projects on the list that had been requested for a long time.

Councilmember Roberts stated that the City needs to determine if the boat launch will remain in the same location or if it will be moved.

Mayor Bain asked if the project could be completed in phases or if it needed to be completed all at once. She asked if it would make sense to focus on the boat launch before the shoreline.

Community Development Director Wittman responded that there was a meeting scheduled with the Department of Natural Resources in a couple of weeks which would help answer some questions.

Mayor Bain asked what it would be like for the boat launch, the shoreline, and the Veteran's Memorial all occurring at the same time.

Interim City Administrator Handt stated that there are separate funds for park projects – the park improvement fund and the debt issuance fund. This could help determine how to lay out the projects.

Community Development Director Wittman stated that the park improvement fund on page 152 is in the order of parks that are either up or past due on replacements.



City Council

Regular Meeting

~ Minutes ~

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

Monday, June 24, 2024

7:20 PM

City Center - Council Chamber

Councilmember Erickson asked if there were multiple different funds for parks.

Finance Director Knopik stated that the different titles are based on what is being improved in the park.

Councilmember Erickson clarified that the funds either come from the park improvement plan or debt.

Finance Director Knopik affirmed this information and stated that the park improvement plan could take care of projects as it is laid out if the levy amount increases. He provided examples of park projects that would need debt for funding.

Councilmember Erickson asked about other funds not being included and how that would impact the budget.

Interim City Administrator Handt responded that is the detail she needs to work through with staff. This will be continually refined throughout the years. This process will need to be worked through when meeting with Ehlers, Inc.

Councilmember Roberts expressed concerns with the proposed amount for golf course improvements.

Mayor Bain asked if there was irrigation at the golf course.

Community Development Director Wittman responded that Public Works Director Adams would know more about the infrastructure.

Public Works Director Adams responded that the irrigation system is past its useful life.

Councilmember Roberts asked about the costs for the cart paths and tee boxes.

Interim City Administrator Handt encouraged the City Council to focus on projects for next year and if they did not want to do the tee boxes, they should request it to be pushed back to 2026.

Councilmember Roberts asked about the three bobcats being purchased out of three different funds.

Public Works Director Adams explained the differences between the three skid steers.

Finance Director Knopik responded that the funding is split between three sources for one unit since all funds benefit from one unit.

Councilmember Erickson asked about necessary updates to the City Hall.



City Council

Regular Meeting

~ Minutes ~

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

Monday, June 24, 2024

7:20 PM

City Center - Council Chamber

Finance Director Knopik stated that there needs to be a discussion between staff and the City Administrator. He suggested a potential operating budget for the general maintenance of certain buildings.

Interim City Administrator Handt recommended the City consider what the capital improvement policy is. She voiced surprise about what was included in the Capital Improvement Plan and when it should be included in the operating funds. This would make the Capital Improvement Plan easier to digest and focus on large, substantial projects.

Councilmember Erickson stated it would be beneficial to review the capital improvement fund policy.

Mayor Bain commented that Tower Park was slated for \$125,000 in 2025 and was later slated for a larger project.

Finance Director Knopik responded that Tower Park was put into the Plan if the Public Works facility is improved and a new one was built, it would be turned into a park in later years. He did not include this into park bonds. It did not seem appropriate for a projection at this time. He did not want this option to be lost so he included the idea into the Capital Improvement Plan.

Interim City Administrator Handt said that the Public Works facility had been pushed back one year. She asked whether it would be helpful to bring this back as a discussion item in the next agenda and that Finance Director Knopik provides a summary of project details over the next two years.

Mayor Bain responded that this was great information, but since the layout changed, it would be beneficial for a later discussion since there is a lot of information to digest.

Councilmember Roberts stated that it would be helpful to receive public feedback.

Interim City Administrator Handt voiced surprise that this was not a part of the Comprehensive Plan.

Councilmember Erickson asked if the public could go to the Capital Improvement Plan on the website.

Finance Director Knopik stated that the 10-year Plan and the 2024 budget were on the website. He voiced hesitation about including the Capital Improvement Plan until the preliminary budget stage.

Mayor Bain suggested putting it on the website with a draft watermark.



City Council

Regular Meeting

~ Minutes ~

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

Monday, June 24, 2024

7:20 PM

City Center - Council Chamber

Councilmember Erickson asked if it was possible to focus on the next two years.

Mayor Bain stated it was helpful to see the timeline to answer questions from residents.

Informational; no action required.

9. Staff Updates

Community Development Director Wittman stated that the Arts in the Park is in full swing.

Public Works Director Adams commented that the conveyer is sitting on an access at Beach Drive due to a property ownership change.

Mayor Bain asked if they were using the access for motorized boat access.

Public Works Director Adams stated that the landing is not technically an access, so it is a learning curve for those who have used it as an access previously.

Chief of Police Peterson stated that they are ready for the 4th of July activities.

Mayor Bain asked if there were concerns about flooding.

Public Works Director Adams stated that there are docks underwater. He commented that Clear Lake is up to Eureka and there are cul-de-sacs underwater at Pioneer Point. He stated the water was not major.

Mayor Bain asked if there were delays in the road construction projects.

City Engineer Goodman responded that the construction was a little behind, but they are still on track to finish the projects as necessary.

10. Mayor and City Council Updates

None.

11. Adjourn

Motion: Councilmember Valento made a Motion to Adjourn the Regularly Scheduled Council Meeting at 8:48 p.m.

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



City Council

Special Meeting

~ Minutes ~

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

Monday, July 1, 2024

6:00 PM

City Center - Council Chamber

1. Call to Order

Mayor Bain called the meeting to order at 6:30 PM.

Present: Councilmembers Erickson, Husnik, Valento, Roberts, and Mayor Bain.

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

2. Resume Deliberations and Candidate Selection: City Administrator Selection

City Attorney noted that Joe Gaa had withdrawn from the process and presented suggestions for a new City Administrator recruitment process. Council discussed new recruitment process, additional criteria for the candidate profile and timelines for completing the process.

Council directed City Attorney to reach out to search firms and have proposals for Council to consider at the July 23, 2024 meeting.

Council directed City Attorney to discuss a longer termination notice with Kristina Handt for her contract as Interim City Administrator.

3. Adjourn

Motion: Councilmember Valento made a Motion to Adjourn the Special Council Meeting at 7:29 p.m. Motion seconded by Councilmember Erickson. Motion carried 5-0.



City Council

Regular Meeting

~ Minutes ~

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

Monday, July 8, 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	Absent	
Leif Erickson	Councilmember	Present	
Blake Roberts	Councilmember	Present	

3. Pledge of Allegiance

4. Approve the Agenda (Action)

Motion: Councilmember Erickson made a Motion to Approve the Agenda as presented.
Motion seconded by Councilmember Husnik. Motion carried 4-0.

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

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

Comments:

Paul Widme, Resident, 879 18th Street Southeast, stated the machine for removing weeds from the lake is blocking access for watercraft at the intersection of Beach Drive Southeast and 19th Street Southeast. The residents have cared for the launch for many years. He suggested additional locations that would be suitable for the machine. He stated that property owners purchased property in the neighborhood for boat access, boat access provides amazing access to the lake, and it is utilized only by residents.

Mayor Bain stated this topic was not part of the agenda but could be addressed during the staff updates.

Rob Simers, Resident, 1819 9th Avenue Southeast, commented that the size of the street for the dump trucks to access weeds from the lake is not large enough. He agreed with the opinions expressed by Paul Widme.

Jacob Palezinski, Resident, 1808 9th Avenue Southeast, stated that residents were upset by the machine blocking access to the lake.



City Council

Regular Meeting

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Monday, July 8, 2024

7:00 PM

City Center - Council Chamber

Susan Young, Resident, 9950 199th Street North, commented that the City Council is responsible for wisely using tax dollars. She noted that the property near Broadway was previously appraised for approximately \$130,000 and is being sold for approximately \$70,000. She stated that the City often buys property for a larger amount and sells it for a smaller amount, which is beneficial for developers and businesses. She voiced concerns about the use of City funds with the subsidy for the property and asked which companies should be subsidized in the future.

Mayor Bain clarified that this item was not a part of the agenda.

Stephen Krenz, Resident, 919 North Shore Drive, commented that his parents have used the boat launch previously discussed since 1978. He voiced disappointment in the cancellation of the Forest Lake fireworks and asked for more information about the cancellation.

6. Consent Agenda Considerations (Action Items)

- a. Approve City Bills
- b. Approve Minutes from June 20, 2024 Council Special Meeting
- c. Approve Exempt Gambling Application: Ducks Unlimited
- d. Approve Resolution 07-08-24-01: Appointing Election Judges
- e. Approve Hire of Police Officer
- f. Interim City Administrator Contract Amendment
- g. Final Project Acceptance: Bridge Academy Daycare Site Improvements
- h. Downtown Stormwater BMP Project Revisions – Contractor's Request for Payment No. 1
- i. 2024 Street Pavement Maintenance Project – Contractor's Request for Payment No. 1
- j. Approve First Amendment to Rockin Hollywood Entertainment Agreement
- k. Approve DDA Termination and Release Agreement

Motion: Councilmember Erickson made a Motion to Approve the Consent Agenda Items 6.a. through 6.k.

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

7. Discussion

a) 2025-2026 Capital Improvement Plan Presentation – Kevin Knopik

Finance Director Knopik reviewed the 2025-2026 Capital Improvement Plan. He summarized proposed projects by each department.

Councilmember Erickson voiced appreciation for the detail in the new software and the presentation.

Mayor Bain agreed that the detail helped prepare for the 2025 budget discussion.

Councilmember Roberts asked if the amount shown on the project for Highway 97 was the City's portion of the project.



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City Center - Council Chamber

Finance Director Knopik confirmed this information and stated that the City is using MSA funds to pay for its portion of the project.

Councilmember Roberts asked about the spending at Castlewood. He commented on the importance of having a contract and encouraged a deeper dive into this budget item.

Mayor Bain agreed that providing more details about the larger items planned for spending with Castlewood would be helpful. She stated there are restrictions to the property.

Councilmember Erickson asked if there would be costs of not doing something for the deferred maintenance at Castlewood.

Mayor Bain stated if there is a placeholder in the budget for the tee box refurbishing, what would need to be the decisions made tonight. She asked if all the tee boxes needed to be repaired.

Public Works Director Adams provided additional information about the improvement to the tee boxes.

Interim City Administrator Handt stated if there are projects that the City Council does not want the City staff to do, they should make this decision soon.

Councilmember Roberts voiced concerns about the proposed park projects without there being a Parks Commission.

Councilmember Erickson asked if the playground replacement at Bayview Park needed to occur. He recognized that the playground equipment was at the end of its useful life and asked about any public opinion received for the project.

Public Works Director Adams responded that the playground equipment has started to fall apart and rust. He expressed aesthetic and safety concerns and stated it would be difficult to delay this project.

Councilmember Erickson sought clarification on the end of useful life for playground equipment.

Public Works Director Adams answered that some playgrounds reach this point in under twenty years. He made additional comments about trying to space out playground replacement and park projects.

Councilmember Erickson asked if the playground would be similar or if it would be ADA-compliant.



City Council

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7:00 PM

City Center - Council Chamber

Public Works Director Adams clarified that the budget would cover similar playground equipment and hard surfacing for ADA compliance.

Councilmember Roberts asked if the budget was within the amount previously approved.

Finance Director Knopik confirmed this information and that all the projects have a funding source tied to it.

Mayor Bain requested review of the larger budget items in 2026. She stated concerns about the price estimated for the boat launch and the timing and price for the shoreline at Lakeside Memorial Park.

Finance Director Knopik clarified that the 2026 budget slated \$1.4 million for the shoreline project. Half of this cost would be funded from outside grants or donations. The boat launch is estimated to cost \$500,000, with half of the cost being funded from outside grants or donations.

Mayor Bain responded that with the costs of the playground equipment, she struggles with the timing and prioritization of the shoreline project in the near term.

Councilmember Roberts agreed and stated that stabilization was an issue. He did not know how to justify the project with other park concerns.

Mayor Bain commented that the boat launch was more costly than she was expecting, noting these projects are attached to external funding, so there needs to be a level of detail of what they are looking for.

Councilmember Erickson asked what kind of funding could be expected.

Community Development Director Wittman answered that they have a meeting with the Minnesota DNR to discuss the rehabilitation of the boat launch. The infrastructure is nearing the end of its useful life. There is a chance to work on shoreline stabilization with the Watershed partners and the Minnesota DNR.

Interim City Administrator Handt asked about spreading the shoreline project out over several years.

Mayor Bain stated it felt like the shoreline jumped to the start of this list.

Finance Director Knopik commented that no playground or park maintenance was pushed back for the boat launch and shoreline projects.

Mayor Bain stated that this is the season where there is appetite for projects. There are a lot front-loaded so projects may need to be moved.



City Council

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7:00 PM

City Center - Council Chamber

Councilmember Roberts commented that as staff has continued meetings, there might be a better understanding of the finances.

Mayor Bain asked if future discussions would focus on 2025.

Interim City Administrator Handt responded that after the new financial management plan is unveiled, the conversations will focus on 2025.

Mayor Bain commented that Ehlers Financial will be at the next meeting.

Informational; no action required.

b) One-Way Streets

Public Works Director Adams reviewed the petition from a neighborhood to turn a two-way street into a one-way street. He stated that staff reviewed information about the request but would like the City Council's feedback on whether staff should develop a policy about petitions to turn two-way roads into one-way roads.

Mayor Bain asked if there was a default position of the City to allow for one-way roads or two-way roads.

Public Works Director Adams responded that one-way roads are more difficult for the Public Works Department and Emergency Services. There would also be a learning curve with one-way roads.

City Engineer Goodman commented that the City reached out to the garbage service and they will require trash cans to be placed on one side of the street; however, this might create some pushback. There might be enforcement issues and there would need to be additional signage installed.

Public Works Director Adams asked whether the petition should just consider people living directly on the proposed one-way street or if it should consider connecting streets.

Councilmember Husnik asked whether a one-way street would create additional traffic on other streets.

Councilmember Roberts asked if it was common for the City to have a policy about one-way roads.

Interim City Administrator Handt stated that one-way roads are more common on new roads rather than on existing roads.



City Council

Regular Meeting

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7:00 PM

City Center - Council Chamber

Councilmember Roberts commented that if a majority of the neighborhood signed a petition requesting a one-way, that is important to consider. He noted a blanket policy would be difficult because the needs of each neighborhood are different.

Mayor Bain asked if it would be possible to assess the costs of paint striping and signage before approving the change. She suggested that residents should bear the costs of the signage as there would need to be ample signage because people are not accustomed to one-way streets. She voiced concern because changing the street to a one-way is a permanent decision.

Councilmember Roberts asked if there had been previous requests for one-ways in locations other than for new developments.

Public Works Director Adams responded that he had not received previous requests for a one-way roads.

Councilmember Roberts stated that he understood why these specific residents wanted a one-way. He said it might be beneficial to have a general policy to allow neighbors to weigh in on one-way streets.

Mayor Bain commented that there should be consideration of modern streets that could be requested to change to a one-way. She stated that there should be communication with residents about the changes that would need to occur with a one-way, such as trash pickup and school bus stops.

Councilmember Erickson stated it would be beneficial to have a policy that would consider the costs and the residents' interests.

Informational; no action required.

8. Staff Updates

City Clerk Chaika commented that early voting started for the State primary. On July 30, Affidavits of Candidacy will be accepted local seats in the City.

City Attorney Johnson stated that at least two consultants are interested in the City Administrator search and will provide proposals.

Chief of Police Peterson thanked all the City staff, police officers, and firefighters who helped with the July 4th festivities.

Fire Chief Newman stated there were no firework-related events during the 4th of July events.



City Council

Regular Meeting

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Monday, July 8, 2024

7:00 PM

City Center - Council Chamber

Community Development Director Wittman commented that the Community Corn Feed will happen on August 23rd and there is a need for volunteers.

Mayor Bain requested clarification on the policy of vehicle access for lake points.

Public Works Director Adams responded that motorized vehicle access is not allowed at a lake point if it is not signed for motorized vehicle access. He stated that the harvester is parked at Beach Drive because it is between lake 1 and lake 2 so it is a convenient location for cutting weeds out of both lakes.

Councilmember Erickson asked how many loads of weeds could be cut in a day.

Public Works Director Adams answered that if the harvester is in a convenient location, the City staff could get eight loads of weeds in one day.

9. Mayor and City Council Updates

Councilmember Roberts thanked the City Staff and Public Safety for their hard work over the 4th of July activities. He hoped that they could come up with an alternative option for fireworks.

Councilmember Erickson thanked Public Works and Public Safety for their hard work.

Mayor Bain thanked the Legion for their partnership on the 4th of July events, noting the Legion will work with City Staff to schedule an alternative date for fireworks.

10. Closed Session Pursuant to Minn. Stat § 13D.05, Subd. 3(b) and the attorney-client privilege for discussion with the attorney representing the City in connection with the threatened litigation matter of Forstner v. City of Forest Lake, et al.

Motion: Mayor Bain made a Motion to Move into Closed Session Pursuant to Minnesota Statutes §13D.05 Subdivision (b) and the attorney-client privilege for discussions with the attorney representing the City in connection with the threatened litigation matter of Forstner v. City of Forest Lake, et al. Motion seconded by Councilmember Erickson. Motion carried 4-0.

11. Closed Session Pursuant to Minn. Stat. 13D.05, subd 3(b) for a confidential attorney-client discussion regarding threatened litigation by Northern Planes Aviation Inc.



City Council

Regular Meeting

~ Minutes ~

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

Monday, July 8, 2024

7:00 PM

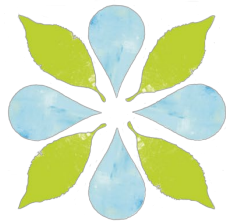
City Center - Council Chamber

Motion: Mayor Bain made a Motion to Move into Closed Session Pursuant to Minnesota Statutes §13D.05 Subdivision (b) for a confidential attorney-client discussion regarding threatened litigation by Northern Planes Aviation Inc.
Motion seconded by Councilmember Erickson. Motion carried 4-0.

The Regularly Scheduled Council Meeting reconvened at 10:10 p.m.

12. Adjourn

Motion: Councilmember Husnik. made a Motion to Adjourn the Regularly Scheduled Council Meeting at 10:11 p.m.
Motion seconded by Councilmember Roberts. Motion carried 4-0.



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Liability Coverage Waiver From
To: Honorable Mayor and Councilmembers
From: Kevin Knopik, Finance Director

BACKGROUND:

The City's property and liability insurance renews every year September 11th with the League of Minnesota Cities Insurance Trust. Part of that renewal the City is required make the decision to waive or not waive the statutory tort limits.

ISSUE BEFORE COUNCIL:

Should City Council waive or not waive the monetary limits on the municipal tort liability?

PROPOSAL/ANALYSIS:

Currently, statutory municipal tort liability is limited to a maximum of \$500,000 on any claim per individual and \$1,500,000 from all claimants for one incident. If the City chooses to waive the tort limits, per individual claims and per occurrence claims would be limited to \$2,000,000.

FISCAL IMPACT:

None at this time.

OPTIONS:

- Waive the tort limits
- Not waive the tort limits

RECOMMENDATIONS:

The City recommends not waiving the monetary limits on the municipal tort liability. The City has selected this option historically.

ATTACHMENTS:

- Liability Waiver Form



LIABILITY COVERAGE WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. [Email completed form to your city's underwriter, to pstech@lmc.org](mailto:pstech@lmc.org), or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

☐ The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____

Position: _____



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Community Development Block Grant Cooperation Agreement
To: Mayor Mara Bain and City Councilors
From: Abbi Jo Wittman, Community Development Director

BACKGROUND: Since 2001 the City of Forest Lake has entered into agreement with Washington County ("County") for the County to administer the federal Community Development Block Grant ("CDBG") program and HOME Investment Partnerships ("HOME") program within the City. This helps the City achieve community goals related to affordable housing and community development. The current agreement is set to expire at the end of the year and, to continue cooperative efforts through 2027, a new Agreement is needed.

ISSUE BEFORE COUNCIL: Should the City enter into a Cooperative Agreement with Washington County for community renewal and lower income housing program assistance?

PROPOSAL/ANALYSIS: As part of the 2040 Comprehensive Plan, there are a number of community development and housing goals the City aims to achieve. The federal Community Development Block Grant and HOME Investment Partnership helps to achieve these goals. Given the City's limited resources, partnering with the County to administer programs within the City has been one way for the City to work towards achieving its goals.

FISCAL IMPACT: There is no fiscal impact to the City. If approved, the Cooperative Agreement will enable the County to continue efforts in and with the City of Forest Lake to offset costs associated with community development and housing programs.

OPTIONS: The City Council may approve or deny the enclosed agreement.

RECOMMENDATIONS: City staff recommends that, if the City Council elects to remove the Agreement off of the Consent Agenda, the City Council make **motion to approve the Washington County Community Development Block Grant (CDBG) Cooperation Agreement.**

ATTACHMENTS:

Washington County Community Development Block Grant Cooperation Agreement

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

RESOLUTION NO. 07-23-24-07

**A RESOLUTION APPROVING WASHINGTON COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) COOPERATION AGREEMENT**

WHEREAS, the City of Forest Lake ("City") recognizes the importance in undertaking essential community development and housing activities within the City to achieve community goals related to community renewal and lower income housing assistance; and

WHEREAS, since 2001 the City of Forest Lake ("City") has entered into agreement with Washington County ("County") for the County to administer the federal Community Development Block Grant ("CDBG") program and HOME Investment Partnerships ("HOME") program within the City to achieve community goals related to community renewal and lower income housing assistance; and

WHEREAS, in order for the County to administer the federal CDBG and HOME programs, the City must enter into a Cooperative Agreement ("Agreement") with the County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Forest Lake, Washington County, Minnesota, the Washington County Community Development Block Grant (CDBG) Cooperation Agreement is hereby approved.

Adopted this 23rd day of July, 2024.

CITY OF FOREST LAKE

Mara Bain, Mayor

Attest:

Jolleen Chaika, City Clerk

**WASHINGTON COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) COOPERATION AGREEMENT**

THIS AGREEMENT is made and entered into under the auspices of MINN. STAT. §471.59 and in furtherance of the requirements of the federal Community Development Block Grant (CDBG) program and HOME Investment Partnerships Program by and between the County of Washington, State of Minnesota (County) and the City of Forest Lake, hereinafter referred to as “Cooperating Community”, both parties being governmental units of the State of Minnesota.

WITNESSETH:

WHEREAS, Title I of the federal Housing and Community Development Act of 1974 as amended provides for a program of community block grants to urban counties as that term is defined in the Act; and

WHEREAS, Washington County, Minnesota meets the criteria of urban county and is eligible to receive CDBG funds; and

WHEREAS, 24 C.F.R. §570.105 establishes the program qualification of an urban county as a county having a certain threshold population which is the combination of the population of unincorporated areas, plus the population of participating incorporated areas; and

WHEREAS, in order to be considered a participating incorporated area under the above definition, the County must enter into cooperative agreements to undertake or to assist in the undertaking of essential activities pursuant to the CDBG Program and the HOME Investment Partnerships Program; and

WHEREAS, it is in the interest of the Cooperating Community to have its population counted together with other municipalities of Washington County in order to be able to participate in these federal programs; and

WHEREAS, the Mayor of the Cooperating Community is authorized to execute this Agreement on the Cooperating Community’s behalf; and

WHEREAS, the Chair of the Washington County Board of Commissioners and County Administrator are authorized to execute this Agreement on the County’s behalf.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties mutually agree to the following terms and conditions:

I. DEFINITIONS

For purposes of this Agreement, the terms defined in this section have the following meaning:

- A. “The Act” means the Housing and Community Development Act of 1974, Title I, of Public Law 93-383, as amended (42 U.S.C. 5301, *et seq.*).
- B. “Regulation” means the rules and regulations promulgated pursuant to the Acts, including but not limited to 24 C.F.R. Part 570.
- C. “HUD” means the United States Department of Housing and Urban Development.
- D. “Cooperating Community” means any city or township in Washington County which has entered into this Agreement or one which is identical.
- E. “CDBG Program” means federal program instituted under 42 U.S.C. §5301, *et seq.* as amended.
- F. “HOME Investment Partnership Program” means the federal program instituted under Title II of the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. §12701 *et seq.* as amended.

The definitions herein contained in 42 U.S.C. §5302 and 24 C.F.R. 5703, as amended are incorporated herein by reference and made a part hereof.

II. PURPOSE

The Cooperating Community and the County have determined that it is desirable and in the interests of the citizens that the County qualify as an urban county within the provisions of the Act. This Agreement contemplates that identical agreements will be executed between the County and other cities and township within the County, thus enabling the County to qualify under the Act.

The purpose of this Agreement is to authorize the County to participate with the Cooperating Community in undertaking or to assist in undertaking essential community development and housing assistance activities pursuant to the CDBG Entitlement Program and the HOME Investment Partnership Program.

III. TERM OF AGREEMENT

This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2025 through 2027 (October 1, 2024 – September 30, 2027) and until funds granted and program income received during the three-year program period are expended and the funded activities completed. Neither the County nor the Cooperating Community may terminate, withdraw, or be removed from the program during the three-year program period.

This Agreement will renew automatically for participation in successive three-year Urban County qualification periods, unless the Cooperating Community or the County provide written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD's Urban County Qualification Notice. The County will notify the Cooperating Community in writing of the Cooperating Community's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified in the Urban County Qualification Notice.

The Parties agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for subsequent qualification cycles, when applicable. Failure by either Party to adopt any such amendment, and to submit such amendment to HUD, will void the automatic renewal of such qualification period.

IV. MODIFICATIONS

Any material alteration, modification, variations, or additional tasks to this Agreement shall be reduced to writing as an amendment and signed by the parties.

V. METHOD

The Cooperating Community expressly agrees that it will undertake or assist in undertaking community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The County shall prepare and submit to HUD and appropriate reviewing agencies, all necessary applications for a basic grant amount under the CDBG and HOME requirements. In making the application, the County shall address the goals and needs of County as developed in meetings between the Community, its citizens, and the County, and also addressing the Act and other relevant Minnesota and/or federal statutes and regulations. The parties agree to cooperate fully in establishing priorities and in preparation of the application for a basic grant amount. The Cooperating Community and the County agree that the County shall establish a reasonable time schedule for the development of the grant application.

It is anticipated by the parties that the party ultimately implementing a project funded by monies received from the grant may be either the Cooperating Community, or the County. The determination of which party will implement the project will be made by the parties after consideration of the nature and scope of the project, and the ability of each party to undertake the project, though it is understood by the Cooperating Community that the County shall have final responsibility for selecting projects and filing annual grant requests. The County is hereby authorized to distribute to the Cooperating Community such funds as are determined appropriate for the Community to use in implementing a project and the County is hereby authorized to undertake projects within the Cooperating Community as are determined appropriate for the County to undertake. Contracts awarded and purchased made pursuant to a project under this Agreement shall conform to Minnesota statute and to the requirements of the entity undertaking the project.

VI. SPECIAL PROVISIONS

- A. Nothing in this Agreement is intended to prevent or otherwise modify or abrogate the right of the Cooperating Community or the County to submit individual applications for discretionary funds in the event County does not receive designation as an urban county entity under the Act.
- B. In the event that there is a revision of the Act and/or Regulation which would make this Agreement out of compliance with the Act or Regulation, both parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance.
- C. Both parties understand and agree that the refusal to renegotiate this Agreement in order to bring it into compliance will void any renewal of the Agreement for subsequent qualification periods.
- D. All funds received by the county under the Act shall be deposited in the County treasury.
- E. The Cooperating Community and the County shall maintain financial and other records and accounts in accordance with requirements of the Act and Regulation. Such records and accounts will be in such form as to permit reports required of the County to be prepared therefrom and to permit the tracing of grant funds and program income to final expenditure.
- F. The Cooperating Community and the County agree to make available all records and accounts with respect to matter covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials. Such records shall be retained as provided by law, but in no event for a period of less than three years from the date of completion of any activity funded under the Act or less than three years from the last receipt of program income resulting from activity implementation. The County shall perform all audits of the basic grant amounts and resulting program income as required under the Act and Regulation. The participating municipalities and the County shall maintain and share between themselves all the necessary and sufficient records for review and audit that pertain to the implementation of the activities described herein, and as required by HUD.
- G. Pursuant to 24 CFR 570.501(b), the parties mutually agree that the Cooperating Community is subject to the same requirements applicable to the subrecipients, including the requirement of a written agreement described in 24 CFR 570.503 and 2 CFR part 200
- H. Both the County and Cooperating Community must take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing. The Parties shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8, Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35, the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, and Section 3 of the Housing and Urban Development Act of 1968, and all other applicable laws and regulations. The Parties agree that Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing. This provision is required because noncompliance by a Cooperating Community may constitute noncompliance by County that can, in turn, provide cause for funding sanctions or other remedial actions by the Department.

- I. The County and the Cooperating Community have adopted and are enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of non-violent civil rights demonstrations within its jurisdiction.
- J. 42 U.S.C. §12701. The Cooperating Community acknowledges that by executing this Agreement it may not apply for grants from appropriations under the Small Cities or State Community Development Block Grant Programs for FFY 2025-2027 of the current qualifying period, and any successive qualifying period covered by this Agreement. The Cooperating Community further acknowledges that for FFY 2025-2027 of the current qualifying period and any successive qualifying period covered by this Agreement, it may receive a formula allocation under the HOME Program (42 U.S.C. §12701 *et seq.* and regulations promulgated thereto) only through the County and is precluded from forming a HOME Consortium for participation in the HOME Program, except through the County.
- K. Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.
- L. The Cooperating Community shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or adopted during the performance of the services herein until completion of said services.
- M. All data collected, created, received, maintained, or disseminated for any purpose by the activities of the Cooperating Community, because of this Agreement shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. The Cooperating Community is subject to the requirements of the Act and Rules and must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to the Cooperating Community.
- N. Audits: Pursuant to Minn. Stat. section 16C.05 subd. 5, the Cooperating Community will:
- Maintain all books, records, documents, and accounting procedures and practices that are related to and/or relevant to this Agreement or transaction.
 - Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, records, documents, and accounting procedures and practices that are related to and/or relevant to this Agreement or transaction. The Cooperating Community agrees to maintain these records for a period of six (6) years from the date of the termination of this Agreement.
- O. The Cooperating Community agrees it will defend, indemnify, and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Cooperating Community in the performance of this Agreement.

- P. The Cooperating Community agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:
- Commercial General Liability with Contractual liability coverage in the amount of \$1,500,000 per occurrence with a \$3,000,000 aggregate. An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements.
 - Professional Liability coverage in the amount of \$2,000,000 per wrongful act or occurrence with a \$4,000,000 annual aggregate.
 - Cyber Liability coverage in the amount of \$2,000,000 per wrongful act or occurrence with a \$4,000,000 annual aggregate.
 - Automobile coverage in the amount of \$1,500,000 on a combined single limit basis and include hired and non-owned.
 - Worker's Compensation in statutory amount (if applicable) of bodily injury by accident in the amount of \$500,000 each accident, bodily injury by disease in the amount of \$500,000 each employee, and bodily injury by disease in the amount of \$500,000 policy limit.

Washington County shall be listed as additional insured as it relates to Commercial General Liability and Automobile Liability.

Prior to the effective date of this Agreement, the Cooperating Community will furnish the County with a current and valid proof of insurance certificate indicating insurance coverage in the amounts required by this Agreement. This certificate of insurance shall be on file with the County throughout the term of the Agreement. As a condition subsequent to this Agreement, Cooperating Community shall ensure that the certificate of insurance provided to the County will at all times be current. The parties agree that failure by the Cooperating Community to maintain a current certificate of insurance with the County shall be a substantial breach of the Agreement and payments on the Agreement shall be withheld by the County until a certificate of insurance showing current insurance coverage in amounts required by the Agreement is provided to the County.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' notice thereof to the County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

WASHINGTON COUNTY, MINNESOTA

By: _____
Stan Karwoski, Chair
Board of Washington County Commissioners
Date: _____

By: _____
Kevin Corbid
Washington County Administrator
Date: _____

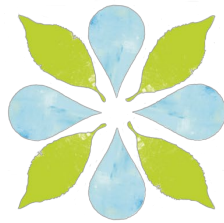
Approved as to form:

By: _____
Susan Tice
Assistant County Attorney
Date: _____

City of Forest Lake

By: _____
Its: _____
Date: _____

And: _____
Its: _____
Date: _____



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Consent Agenda: LG220 Exempt Gambling Permit
To: Honorable Mayor and City Council
From: Jolleen Chaika, City Clerk

BACKGROUND: The Fuhr Family Foundation has applied to conduct an excluded gambling raffle on February 8, 2025 in conjunction with an ice fishing tournament.

ISSUE BEFORE COUNCIL: Should Council provide City approval for the LG220 application?

PROPOSAL/ANALYSIS: Pursuant to Minn. Stat. 349.166, organizations are eligible to obtain an exempt permit to conduct a raffle without obtaining a full gambling license and without abiding by all provisions required by licensed organizations if:

- The organization conducts lawful gambling on five or less days per year;
- The organization does not award more than \$50,000 in prizes for lawful gambling in a calendar year;
- The organization submits a board-prescribed application and pays a fee of \$100 to the board for each gambling occasion, and receives an exempt permit number from the board...The application must include the date and location of the occasion and the types of lawful gambling to be conducted;
- The organization notifies the local government unit 30 days before the lawful gambling occasion;
- The organization purchases all gambling equipment and supplies from a licensed distributor; and,
- The organization reports to the board, on a single-page form prescribed by the board, within 30 days of each gambling occasion, the gross receipts, prizes, expenses, expenditures of net profits from the occasion, and the identification of the licensed distributor from whom all gambling equipment was purchased.

Additionally, City Ordinance, Section 116.10 requires that any organization applying for any lawful gambling permit under Minn. Stat. 349.166 must obtain a local (city) permit specific to the dates. No background check is required for exempt or excluded gambling permit approval.

The Fuhr Family Foundation meets all state and local requirements for local approval of the LG220 application.

FISCAL IMPACT: None

OPTIONS:

- 1) Approve application and authorize City Clerk to sign application for the application to remit to the Minnesota Gambling Control Board
- 2) Deny application and provide reasons for denial consistent with City Code.

RECOMMENDATIONS:

If removed from the Consent Agenda: Move to approve LG220 for Fuhr Family Foundation and authorize City Clerk to sign application for remittance to the Minnesota Gambling Control Board.

ATTACHMENTS:

LG220 Application for Exempt Permit

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: FUHR FAMILY FOUNDATION

Previous Gambling Permit Number: X-

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any: 99-2036985

Mailing Address:

City: FOREST LAKE State: MN Zip: 55025 County: WASHINGTON

Name of Chief Executive Officer (CEO): MICHAEL FUHR

CEO Daytime Phone:

CEO Email:

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐

Fraternal

☐

Religious

☐

Veterans

☒

Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐
A current calendar year Certificate of Good Standing

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☒
IRS income tax exemption (501(c)) letter in your organization's name

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐
IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): FOREST LAKE AUTO TRUCK AND TRAILER SALES

Physical Address (do not use P.O. box): 356 19TH ST SW

Check one:

☒

City: FOREST LAKE

Zip: 55025

County: WASHINGTON

☐

Township:

Zip:

County:

Date(s) of activity (for raffles, indicate the date of the drawing): 2/8/25

Check each type of gambling activity that your organization will conduct:

☐

Bingo

☐

Paddlewheels

☐

Pull-Tabs

☐

Tipboards

☒

Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

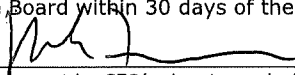
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 6/25/24
(Signature must be CEO's signature; designee may not sign)

Print Name: MICHAEL FUHR

REQUIREMENTS**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

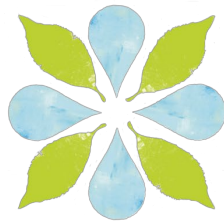
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Designation of Building Official
To: Mayor and City Council
From: Kristina Handt, Interim City Administrator

BACKGROUND:

The City's current Building Official has submitted his resignation. His last day will be July 30th. Per statute, the city is required to designate a Building Official and provide notice to the Department of Labor and Industry (DLI).

ISSUE BEFORE COUNCIL:

Who should council appoint as building official?

PROPOSAL/ANALYSIS:

The city has had a contract in place with MNSPECT, assumed in recent years by Safebuilt, to provide building inspection, plan review and building official duties. Upon receipt of the resignation, staff reached out to Safebuilt inquiring about them being able to provide building official services. They have let us know that Thomas Krause with their firm is available. His name is noted in the attached resolution as well as the notice to the DLI.

FISCAL IMPACT:

The rate for Designated Building Official noted in the 2019 agreement is \$1,500 a week. Additional costs may be incurred for inspections and plan review as those fall into other categories of the agreement. Staff is still developing the plan for how many hours the building official will be needed but anticipate we can get by in the short term for less than 40 hours a week. Staff will be meeting with Safebuilt the week of July 22nd and will share updated info with council as it becomes available.

OPTIONS:

- 1) Approve Resolution 07-23-24-08, Designating Thomas Krause as Certified Building Official.
- 2) Amend and then Approve Resolution 07-23-24-08
- 3) Do not designate a building official. This will result in the city not being able to issue building permits after July 30th.

RECOMMENDATIONS:

If removed from the consent agenda:

"Motion to Approve Resolution 07-23-24-08 Designating a Certified Building Official."

ATTACHMENTS:

- Resolution 07-23-24-08 Designating a Certified Building Official
- Notice of Designation of Certified Building Official

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

RESOLUTION NO. 07-23-24-08

A RESOLUTION DESIGNATING CERTIFIED BUILDING OFFICIAL

WHEREAS, the City of Forest Lake has adopted the Minnesota State Building Code; and

WHEREAS, the City is authorized and empowered to provide administration and a certified building official is required by Minnesota State Statute for implementation; and

WHEREAS, the City of Forest Lake has determined it is in the best interests of the City and its citizens to designate Thomas Krause to provide such services to the City immediately and until such further notice;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Forest Lake designates Thomas Krause as the Designated Certified Building Official for Forest Lake to administer the State and Municipal Building Code.

Adopted by the City Council of the City of Forest Lake, Minnesota, the 23rd day of July 2024.

Mara Bain
Mayor

ATTEST:

Jolleen Chaika, City Clerk

Notice of Designation or Vacancy of Certified Building Official

To the Commissioner of Labor and Industry:

According to [M.S. §326B.133, Subd. 1](#),

Each municipality shall designate a building official to administer the code. A municipality may designate no more than one building official responsible for code administration defined by *each* form of certification established in [Minnesota Rules, 1301.0200](#)

and further, according to [M.S. §326B.133, Subd. 7](#),

In the event that a designated building official position is vacant within a municipality, that municipality shall designate a certified building official to fill the vacancy *as soon as possible*. The commissioner must be notified of any vacancy or designation in writing within 15 days.

The administrative authority for the municipality of

Hereby notifies the Commissioner, pursuant to M.S. §326B.133, that it has made one of the following designations (**A or B selected**):

A. <input type="checkbox"/>	The municipality has designated:	NAME (INCLUDE MIDDLE INITIAL)	as a:	<input type="checkbox"/> Certified Building Official Limited
				<input type="checkbox"/> Certified Building Official
	Effective Date:		Certification Number: (Include Letters of Cert. #)	
<p>According to M.S. §326B.133, Subd. 3a(c) the "Certified Building Official Limited" may perform code administration only for one- and two-family dwellings, their accessory structures, and "exempt classes of buildings" as provided in Minnesota Rules, 1800.5900. The municipality shall also designate a "Certified Building Official" with a separate Notice of Designation form, for the code administration for all other structures when a Certified Building Official Limited is designated as the municipality's building official.</p>				

MUNICIPALITY CONTACT INFORMATION

MUNICIPALITY STREET ADDRESS (do not provide a PO Box)			
CITY		STATE	ZIP
PHONE	FAX		E-MAIL

MUNICIPALITY BUILDING OFFICIAL CONTACT INFORMATION

BUILDING OFFICIAL STREET ADDRESS (do not provide a PO Box)			
CITY		STATE	ZIP
WORK PHONE NUMBER	MOBILE PHONE NUMBER		E-MAIL

OR B. <input type="checkbox"/> Municipality has a vacancy in the building official position.	Effective Date:
--	-----------------

The statutory definitions of **Designate** and **Administrative Authority** are established in [M.S. §326B.103, Subd. 6](#). Please have the appointed administrative authority of the municipality sign this form. (Usually known as the Administrator or Manager)

NAME OF ADMINISTRATIVE AUTHORITY (Type or Print)	SIGNATURE OF ADMINISTRATIVE AUTHORITY	
	TITLE	DATE



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Airport Business Park Parcels Site Access Agreement
To: Mayor Mara Bain and City Council Members
From: Abbi Wittman, Community Development Director

BACKGROUND: The Washington County Community Development Agency received a grant from the Environmental Protection Agency (EPA) to conduct environmental investigations of properties at no cost to the landowner. These investigations can include but are not limited to

Investigation of soil and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate by the EPA's Brownfield Assessment Program ("Program") and the like.

City staff nominated the City-owned Airport Business Park parcels to the program and was recently informed the sites were accepted for investigation. In order to conduct the investigation the City must give the CDA and its agents (including the EPA and Stantec) to conduct the work.

ISSUE BEFORE COUNCIL: Should the City grant the CDA Site Access to the City-owned Airport Business Park parcels for the purpose of environmental investigation?

PROPOSAL/ANALYSIS: The subject properties have been under public ownership since 1998 when originally purchased by the Township. After the City annexed the properties in 2001 and the properties aligned with the City Comprehensive Plan and Zoning Code, the City began efforts to market and sell the land in 2004. However, the City has no record of any environmental investigation occurring on the site. Knowing if there are site development constraints can assist the City in understanding of the development potential of the site(s). Furthermore, this can help reduce costs for future landowners as this pre-development work will have already been completed.

FISCAL IMPACT: There is no cost to the City to have these environmental investigations completed.




OPTIONS: The City may approve or deny the Site Access Agreement.

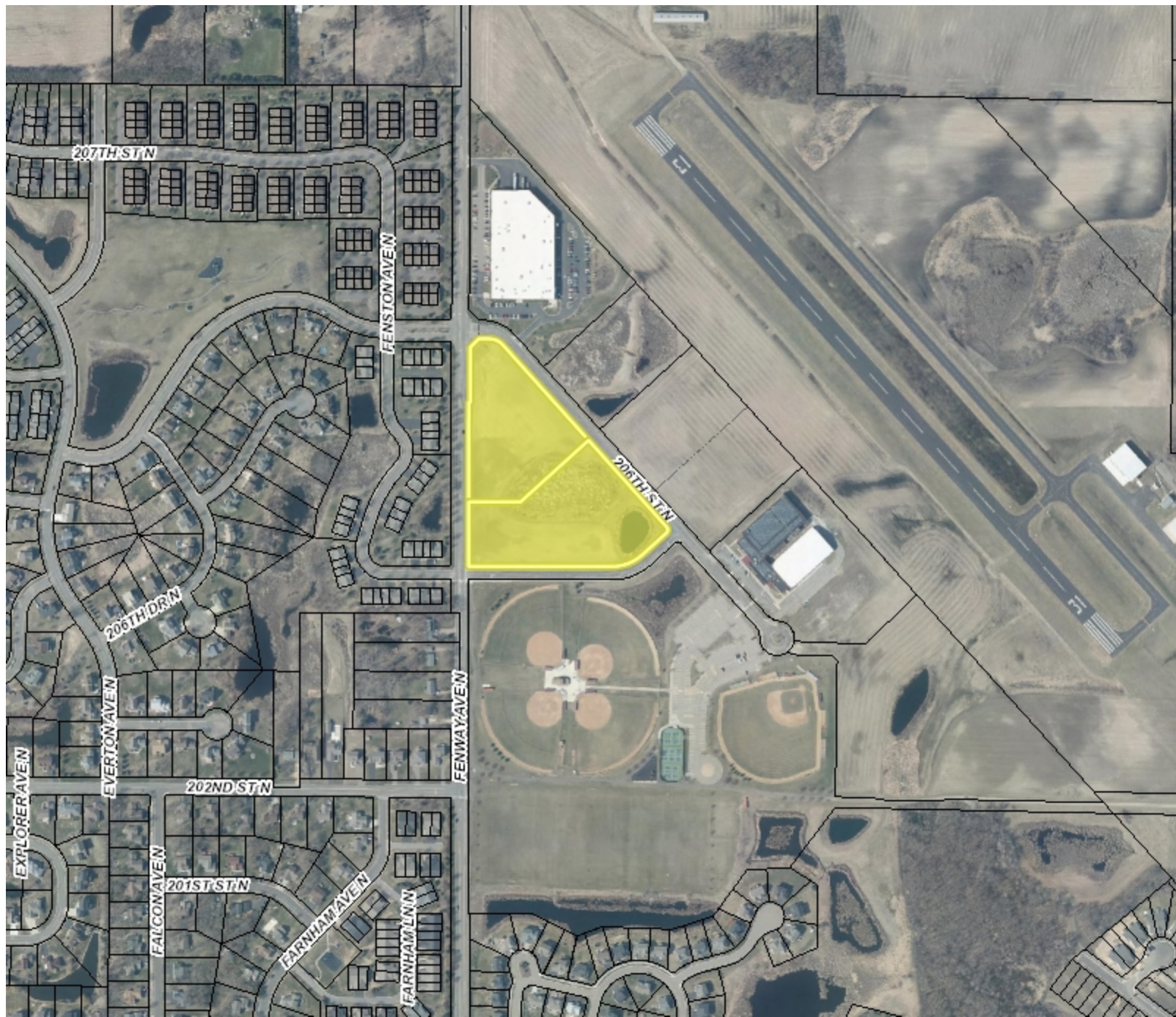
RECOMMENDATIONS: If removed from the Consent Agenda, City staff recommends the City Council make ***motion to approve the Site Access Agreement with Washington County Community Development Agency.***

ATTACHMENTS:

1. Site Location Map
2. Site Nomination Form
3. Site Access Agreement

Legend

-  City Limits
-  Parcels (1/1/2024)
-  Lot Lines



0 527 Feet

© Bolton & Menk, Inc - Web GIS 7/18/2024 2:12 PM



Real People. Real Solutions.

City Owned
Airport Business
Park Parcels Site
**Disclaimer:**

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Forest Lake is not responsible for any inaccuracies herein contained.

Brownfield Site Nomination Form

In 2021 the Washington County CDA was awarded a \$600,000 Brownfield Coalition Assessment Grant to support the assessment, cleanup, and revitalization of vacant and underutilized sites throughout the County. Grant funds can be used to complete Phase I and II Environmental Site Assessments (ESAs), Hazardous Building Material Surveys, cleanup planning, and a variety of property reuse planning activities. *Funding is available through September 2024.*

Submitted by:

Title/Company (if applicable):

Address:

E-mail:

Phone:

Site Name (if applicable)

Site Address:

Site Owner:

Year purchased:

Previous Owner (if known):

How was this site acquired? (purchase, condemnation, tax foreclosure, deed, imminent domain, donation, other):

Current Use:

Is there known contamination at the site? If yes, describe. Yes No

Have any of the following previously been performed on this site (if known)?

Phase I Environmental Site Assessment (ESA)

Phase II ESA

Environmental Site Investigation

Environmental Cleanup Activities

Are reports available? If yes, describe.

Which of the following are you interested in having performed on this site?

Phase I ESA Yes No Maybe

Phase I ESA Update Yes No Maybe

Phase II ESA Yes No Maybe

Additional Investigation of documented impacts Yes No Maybe

Asbestos/regulated building materials assessment Yes No Maybe

Corrective Action Plan Yes No Maybe

Briefly describe short term
goals related to the property

Briefly describe long term
goals related to the property

Other important factors that
should be considered

Please submit form via mail or e-mail to:

Chris Eng, Economic Development Director
7645 Currell Blvd, Woodbury, MN 55125
(651) 202-2814
chrise@washingtoncountycda.org

Site Access Agreement

This Site Access Agreement ("Agreement") is made by and between _____, ("Owner"), and the Washington County Community Development Agency ("Agency") regarding the Owner's property located at _____, Minnesota ("Site"). The Agency requests permission to enter the Site for the exclusive purposes of conducting environmental investigation activities.

1. Owner hereby gives permission to the Agency, or the Agency's agents or assigns (including, but not limited to, Agency employees, authorized environmental consultants and/or contractors, including Stantec Consulting Services Inc.(Stantec), Environmental Protection Agency ("EPA") employees or contractors, Minnesota Pollution Control Agency ("MPCA") employees or contractors, or other designees authorized by the Agency (collectively, "Authorized Parties") to enter upon the Site to perform investigation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner and the Agency.
2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties (detailed in Exhibit A):
 - a. Investigation of soil and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate by the EPA's Brownfield Assessment Program ("Program") and the like.
 - b. Survey of asbestos-containing material and lead-based paint conditions.
 - c. On-Site observation and oversight of environmental investigation activities.
 - d. Disclosure of environmental information as required by law.
3. Upon completion of the investigation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site.
5. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.
6. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.
7. The Program will supply to Owner all information derived from the environmental investigation conducted at the Site. The Owner and the Agency may use such information for any purpose at the Agency's sole discretion. Information will be held in confidence except as instructed by the Owner, the Agency, the Program, or as required by law.
8. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.

9. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.
10. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.
11. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Washington County Community Development Agency

By _____
 Melissa Taphorn, Executive Director
 Date of Signature _____

OWNER

 Signature
 Date of Signature _____

Attest _____
 Signature
 Date of Signature _____

EXHIBIT A

Phase I Environmental Site Assessment

To provide access to personnel from the Washington County CDA and/or personnel from Stantec Consulting Services Inc. (Stantec) (the environmental consulting firm hired by the Washington County CDA to conduct an inspection of the property in accordance with the Phase I environmental site assessment (ESA) inspection criteria outlined in American Society for Testing and Materials (ASTM) Standard No. E-1527-05. It is anticipated that the property inspection will require 2 to 3 hours of time to complete. Access is required to both indoor and outdoor areas of the property. Photographs of site features will be taken as part of the inspection and included in the Phase I ESA report.

To provide a person meeting the definition of either an owner or operator of the facility and having knowledge of current and/or past operations at the facility, and to make that person available for an interview to be conducted by the Washington County CDA and/or Stantec personnel as part of the Phase I ESA. The interview is a required standard component of Phase I ESAs and will include general questions regarding past and/or current operations, with an emphasis of practices related to storage and/or use of hazardous materials and/or petroleum products.

To review a draft copy of the Phase I ESA report and to provide comments as appropriate to correct or clarify any portions of the report.

As the Phase I ESA is being paid for using a Federal Grant, copies of the report may be provided to the U.S. EPA and/or the Minnesota Pollution Control Agency (MPCA) as part of required submittals by the CDA and become public records. One complete electronic copy of the final report will be provided to you for your use upon completion of the final Phase I ESA Report.

The Phase I ESA report will be prepared for use by the Washington County CDA. The Owner may also rely on the report to the extent defined in the Phase I ESA report. Letters of reliance for other parties will not be provided unless specifically agreed to in writing by the Washington County CDA and Stantec prior to completion of the Phase I ESA report.

Phase II ESA and/or Environmental Site Investigations

To provide access to personnel from the Washington County CDA and/or personnel from Stantec (the environmental consulting firm hired by the Washington County CDA) to conduct environmental assessment sampling activities on the property in accordance with the Phase II ESA criteria outlined in ASTM Standard No. E-1903-97, and/or environmental site investigation activities needed to further define the nature and extent of contamination documented during the Phase II ESA or during investigations conducted previously by others at the property. The specific scope of work for the Phase II ESA or environmental site investigation will be detailed in a Site-Specific Sampling and Analysis Plan (SSSAP) to be prepared by Stantec and submitted to and approved by the U.S. EPA prior to commencement of on-site sampling activities. An electronic copy of the SSSAP will be provided to Owner concurrently with submittal to U.S. EPA, and generally 5 to 10 workdays before the scheduled start of on-site sampling activities. It is anticipated that the assessment activities will require 2 to 3 days of time to complete. Access is required to both indoor and outdoor areas of the property. Photographs of site features will be taken as part of the inspection and included in the Phase II ESA report.

Possible assessment activities could include but are not limited to:

Soil Borings – *Soil borings will in most instances be performed using a hydraulic probe sampling system or a hollow stem auger drill rig and will be used to collect soil samples from the ground surface to a typical depth of 10 or 20 feet below ground surface. In paved areas, soil borings will typically result in the creation of a 4-inch to 12-inch diameter opening in the concrete or asphalt pavement in order to provide access to the underlying soil. Soil removed from the borings will need to be managed until a determination is made as to whether the soil is contaminated. Borings not completed as monitoring wells will be properly abandoned.*

Monitoring Wells - *"Permanent" or "temporary" groundwater monitoring wells consisting of 1- or 2-inch ID, Schedule 40 polyvinyl chloride (PVC) casing and screen may be installed in select soil borings. "Permanent" monitoring wells will be completed with a lockable, flush-mount protective cover, and will be installed where: (a) unstable soil or other geologic conditions preclude installation of temporary wells, (b)*

wells constructed in accordance with MPCA standards are needed to confirm whether previously documented contaminants in groundwater exceed regulatory standards, or (c) it is anticipated that multiple rounds of groundwater sampling will be required to achieve assessment or investigation objectives. Temporary wells will be used in situations where the primary purpose at a sampling location is: (a) to confirm the presence/absence and/or general levels of contaminants in groundwater, (b) to document the depth to groundwater at locations where groundwater samples will not be collected, or (c) to provide the ability to collect groundwater samples at a later date at locations where only soil samples will be collected and analyzed as part of initial sampling activities.. Upon completion of investigation activities, the monitoring wells will be properly abandoned.

Groundwater Sampling - Groundwater samples will be obtained from the permanent or temporary groundwater monitoring wells. Groundwater removed from the wells will need to be managed until a determination is made as to whether the groundwater is contaminated.

Soil Vapor Sampling - Soil vapor monitoring may be performed at locations based on the results of the soil and groundwater samples. Permanent or temporary vapor probes may be installed to a typical depth of 10 or 20 feet below ground surface.

Test Pits – Test pits may be excavated using a backhoe at locations where: (a) buried objects of potential environmental significance such as underground storage tanks are known or suspected to be present, or (b) historic fill materials are known or suspected to be present which can be more effectively evaluated through observation of a broader exposure of material than is possible through sampling conducted via soil borings. Test pits will be conducted only in unpaved areas unless specifically proposed in other locations in the SSSAP and specifically permitted by the Owner. In general, test pits will be 2 to 4-feet in width, 10 to 15-feet in length, and 4 to 12-feet deep. Materials excavated from the test pits will be returned to the test pit on the date of excavation. The surface will not be restored beyond returning the excavated materials to the test pit, roughly smoothing the surface with the backhoe, and compacting the materials by driving over the returned soil with the tires of the backhoe. Due to expansion of soil that occurs upon excavation, mounding of the ground surface may be present following restoration.

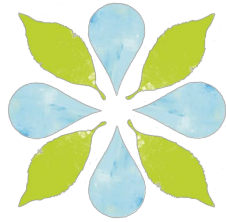
Investigative wastes (i.e., soil and water) will be properly stored on the Property at a location to be identified by the Owner until such time as laboratory and other analyses are completed by which to determine disposal requirements, if any. The Owner is responsible for storage, management, and the proper disposal of that waste (if necessary). Funding may be available from the grant to pay for the proper disposal.

One complete electronic copy on CD of the final report will be provided to you for your use upon completion of the final Phase II ESA Report. As the Phase II ESA is being paid for using a Federal Grant, copies of the report may be provided to the U.S. EPA and/or the MPCA as part of required submittals by the County and become public records. The Owner should review the results contained in the final report and evaluate their reporting obligations to the U.S. EPA and/or MPCA resulting from the potential documentation of the presence of contaminants in soil, groundwater, soil vapor, or building materials at concentrations that exceed regulatory thresholds or standards.

Asbestos and Building Materials Inspection

The asbestos inspection will be completed by a Minnesota licensed asbestos inspector. The inspection will identify homogenous sampling areas of suspected asbestos containing materials (ACMs) in the structure. Collect and submit samples for analysis using polarized light microscopy by a NVLAP-certified lab. The asbestos inspection standard is a destructive inspection technique to determine the presence of suspected ACMs hidden within wall chases and under flooring. The samples obtained are small but do require holes to be put into walls and ceilings. Repairs will not be made unless agreed to prior to the inspection. The building materials inspection will be performed for those building materials listed in MN Rule 7035.0805. One complete electronic copy of the final report will be provided to you for your use upon completion of the inspection.

Although efforts will be made to identify ACM, due to the nature of buildings, restricted access, etc. it is not always possible to fully identify or access all hazardous building materials in advance of demolition; therefore, the owner should secure the services of a qualified asbestos inspector to be on-site if the structure(s) are to be demolished or renovated.



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024

Agenda Item: Hidden Creek Second Addition – Easement and Right-of-Way Vacation, Final Plat and Development Agreement

To: Honorable Mayor Mara Bain and City Councilors

From: Ken Roberts, City Planner
Abbi Wittman, Community Development Director

Background:

Mr. John Dobbs, representing the property owner, is asking the City to approve the vacation of a drainage and utility easement, a vacation of a roadway easement, and to approve the final plat for the second phase of the Hidden Creek PUD. This phase of the development consists of 23.67 acres which includes 37 single-family residential lots on 11 acres and a 12.68-acre outlot reserved for future development.

The Applicant is planning to develop the remaining phases in succession, with the hope to obtain subsequent approval of the next phase in the spring of 2025. Please see the attached project narrative, maps, and proposed Hidden Creek Second Addition final plat for more information about these requests.

Additional Background Information:

Applicant: John Dobbs representing Paul Bruggeman

Property Owner: Headwaters Land Group LLC

Location: English Avenue, north of Headwaters Parkway (WA County PID 3003221210022)

Zoning District: MXR-1 Mixed Residential, Single Family, and Townhouse District

Land Use Designation(s): Low-Medium Density Residential

On February 8, 2022, the City Council conditionally approved the Hidden Creek Preliminary Plat. This approval was for a development site of about 72 acres that would have 125 single-family residential lots and associated public streets and storm water facilities. This preliminary plat approval was subject to four conditions of approval.

In summer, 2023, the developer requested a roadway cost reduction with the City Council. At their July 10, 2023 meeting the City Council advised the development team that internally reduced roadway widths may be acceptable to the city as part of the PUD so long as some on-street parking is retained. However, the City Council was not interested in altering the design or cost sharing for construction of Headwaters Parkway.

On August 23, 2023, the City Council approved the Final PUD Plan for Hidden Creek and the final plat for Hidden Creek First Addition. This final plat created 22 lots for single-family homes in the first phase of the PUD.

Issues Before the City Council:

Should the City Council approve the following:

1. The vacation of a drainage and utility easement.
2. The vacation of a roadway easement.
3. The final plat for Hidden Creek Second Addition.
4. The Hidden Creek Second Addition Development Agreement.

Proposal/Analysis:

Drainage and Utility Easement and Roadway Easement Vacations

The applicant is asking the City to vacate an existing drainage and utility easement and an existing roadway easement that are in the area of Hidden Creek Second Addition. The Developer platted both of these as part of Hidden Creek First Addition. However, the City will no longer need the drainage and utility easement and the roadway easement as the proposed Hidden Creek Second Addition will replace each of them with permanent locations for the watermain and with the extension of English Avenue.

Minnesota Statutes Sections 412.851 and 462.358 provide the standards the City Council must follow when considering the vacation of a street, alley, public ground or public way. The Statute says in part “No vacation shall be made unless it appears in the interest of the public to do so after a hearing.” In this case, the City published a public hearing notice and notified the property owners adjacent to the proposed utility easement and roadway easement. The City has not received any comments about the proposed vacations as of the writing of this report.

In addition, the City Code requires the City to hold a public hearing when considering the vacation of a public right-of-way or a drainage and utility easement. The City Council also is required to find there is no relationship to the existing easement or street right-of-way and the City’s adopted Comprehensive Plan.

The drainage and utility easement and the roadway easement the applicants are requesting the City vacate are not used by the City nor do they serve any public purpose and as such, it appears in the public interest to vacate each of these easements. As noted above, the developer will be replacing both easements with permanent improvements as part of the construction and platting of Hidden Creek Second Addition.

Staff find the petition to request the vacation of the unused drainage and utility easement and the unused roadway easement, as identified on the surveys submitted by the applicants and attached to this report, are in the public interest. City staff does not find the drainage and utility easement nor the roadway easement are related to the to the City’s adopted Comprehensive Plan and thus Planning Commission review was not necessary.

Zoning and Final Plat Review

The Hidden Creek development as approved by the City will consist entirely of detached single-family homes. This land use is consistent with both the underlying zoning district, the MXR-1 district, 2040 Comprehensive Plan, and the vision established for this property in the Headwaters Master PUD. The density of in this phase of the development is 3.37 units/gross acre (37 lots on 10.99 acres).

The Headwaters Master Planned Unit Development spans just over 620 acres within the City. The property for the Hidden Creek development is within an area of the PUD guided for single family residential. Development standards were established in the Master PUD for Single Family development, which allow for deviations from the underlying zoning district. Those deviations are summarized below:

Headwaters Master PUD & MXR-1 Standards Comparison – Single Family Detached			
Standard	MXR-1 Standard	Headwaters PUD – Traditional Lots	Proposed by Developer (minimums) (As approved by the City)
Lot Area	7,500 sf	7,000 sf	7,000 sf
Lot Width	65'	65'	65' (average)
Setback – Front	25'	25'	25
Setback – Side	7.5'	N/A	7.5' (average)
Setback – Corner	25'	20'	20'
Setback – Rear	30'	25'	30'

The proposed Hidden Creek Second Addition final plat is consistent with the approved Hidden Creek preliminary plat and all the lots in the Second Addition will meet or exceed the minimum lot standards as approved by the City for the Hidden Creek PUD.

Park Land Dedication

Park land dedication is required for the purpose of establishing parks, trails or open spaces at the time each development phase is to receive final plat approval. The developer may fulfill this requirement with the dedication of the required parkland to the City or with a payment of cash in lieu to the City. To satisfy the City's Park Land Dedication Requirements for Phase II, the Developer must either dedicate land to the City or pay the City a fee in lieu. As the City does not need additional parkland in this area, staff recommend the City accept a cash donation in lieu of land from the developer to meet the City's park dedication requirements.

The City's 2024 Fee Schedule lists a fee of \$2,500 per residential unit as the park dedication fee. Based on the size of the subdivision, the number of new lots in this phase of the development (37) and the expected impact on the City park system by the residents of the subdivision, City staff are recommending the City collect a park dedication fee of \$92,500 for this phase of Hidden Creek. The City will require the applicant to pay this fee to the City before releasing the final plat for recording at Washington County.

Landscaping Requirements

The City does not have landscaping requirements that are to be satisfied by a developer. However, it should be noted that City Code establishes residential landscaping requirements in section 153.232 (A) for single-family residential properties. Those requirements are for the builder or property owner to install 4 trees per residential lot, with front yard trees effectively required by section 153.233 (E), every 30 feet

along local or collector streets. Groundcover must also be established 6 months after issuance of a Certificate of Occupancy.

Signage

The Developer is not currently proposing any development-specific signage.

Final Plat Review

The zoning code provides a list of criteria that the City Council may use to deny a subdivision (final plat) application:

The City Council may deny the subdivision if it makes any 1 or more of the following findings:

(1) The proposed subdivision is in conflict with adopted applicable general or specific provisions of the Comprehensive Plan, Zoning Code, Surface Water Management Plan, engineering standards, Airport Zoning Regulation, official map, or this chapter;

(2) The final plat does not meet or satisfy all of the conditions or requirements upon which the preliminary plat approval was expressly conditioned, either through performance or the execution of appropriate agreements assuring such performance.

(3) The design of the subdivision does not conform to minimum city standards; and

(4) The applicant has failed to provide all documents required by the city in order to adequately evaluate the application.

The Final Plat application for Hidden Creek Second Addition is consistent with the Comprehensive Plan, is compliant with the zoning code and the Hidden Creek Master PUD approved by the City in 2023, is compatible with present and planned uses, and will not have an adverse impact on the environment, surrounding properties or public facilities.

Comments

The Applicant's engineering staff have worked closely with the City's engineering and stormwater staff to address and satisfy the City's comments and concerns related to public infrastructure design, site grading, etc. The City should ensure all City Engineering review comments and conditions are met before releasing the final plat for recording at Washington County.

Watershed Comments

The applicant received conditional approval from the Rice Creek Watershed District for the second phase of Hidden Creek on May 8, 2024.

Development Agreement

As a condition of approval of the Final Plat, the developer is responsible for entering into agreement with the City to ensure the development is constructed per the plan. As part of this phase's submittal, the developer has requested the City's consideration of the following:

1. Approval of three model homes/early starts – Customarily cities will allow for the construction of model homes before all public improvements are installed. Forest Lake's City Code is silent on allowance of construction of model homes prior to the first lift of asphalt being installed. Traditionally, the City has

allowed for the construction of two model homes (generally one on each side of the roadway) prior to the first lift of asphalt being installed so long as there is a base course in place to provide access to the build sites for life safety needs. The first phase of Hidden Creek constructed utilities to the portion of cul-de-sac ROW proposed to be vacated. Allowing for a model home on each side of English Avenue North once the base course of the street has been stabilized is consistent with past practice of the City. Allowing for three model homes would not only be untraditional, but it could also set precedence. Given this, allowance for two model homes has been written into the enclosed Development Agreement.

2. Deferment of Headwaters Parkway Improvements until Phase III – As the Council should remember, the developer requested (and the Council approved) certain deviations to the City's Engineering Standards. These largely focused on roadway widths and the timing of infrastructure. Included in this prior City approval was that Headwaters Parkway be reduced in size and be temporarily constructed during the first phase. The developer is, again, requesting the City's consideration to not build Headwaters Parkway at this time but to construct it prior to the start of the next phase.

The first two phases of Hidden Creek contain a total of 59 homes. At present, nearly all of the first phase of the development's 22 lots are built and residents have started to live in the neighborhood. While construction in the neighborhood is anticipated to occur over the next couple years, putting off the construction of Headwaters Parkway any longer would not serve the neighborhood well. First, putting off the full build out of the road to a point where there are twice as many homes will have a negative impact on the temporary nature of the road; there is no certainty the temporary road will hold up. Next, should the developer not move forward with subsequent phases of the development, the City would be obligated to construct the Parkway. While the City is holding a Letter of Credit for those costs, the City should not put itself in a position to have to fix the road if the developer is no longer present. Lastly, residents of this neighborhood deserve to have the primary access into their neighborhood in a completed condition as the neighborhood. Given this, staff would not recommend the City defer the construction of Headwaters Parkway any longer and the enclosed Development Agreement has been written to reflect this requirement.

3. Parkland dedication fee reservation for parkland development – As part of the first phase, the developer dedicated 3 acres of land for a neighborhood park. The developer is requesting the City hold the Phase II parkland dedication fees for the developer to use to develop the park in a subsequent phase. Given there are no parkland amenities in this neighborhood and will likely not be until final build out, staff would not recommend approval of this request and the Development Agreement has not been written to accommodate this request.

The parkland dedication fees accepted by the City as part of this plat should be placed into the City's parkland dedication fund to be used in the existing system where impact will occur. At the time subsequent phases are planned, the developer should submit a parkland development plan that proposes development of the park using the parkland dedication funds required as part of that phase's development.

In summary, City staff would not recommend the City approve the developer's requests as they are not in the public's best interest.

Fiscal Impact:

There are no known fiscal impacts to the City currently with the approval of this new residential development. There will be costs to the City in the future for street and utility maintenance and for public safety as the project proceeds through construction, project acceptance and occupancy of the new homes though those costs will be partially offset by increased tax base.

Options:

The City Council may approve, table, or deny the requested vacations, final plat, and Development Agreement.

Staff Recommendations:

Staff finds each of the Applicant's three requests are compatible with City standards and previous City approvals for Hidden Creek. Therefore, City staff recommend conditional approval for each request as noted in their respective approval Resolutions. The Resolutions are for the vacation of an unused drainage and utility easement, the vacation of an unused roadway easement and for the approval of the Hidden Creek Second Addition final plat. In addition, City staff are recommending City Council approval the attached Development Agreement for Hidden Creek Second Addition.

If the City Council is favorable, the Council should:

- 1. Motion to approve Resolution No. 07-23-24-01, approving the vacation of the unused utility easement as part of the Hidden Creek First Addition; and**
- 2. Motion to approve Resolution No. 07-23-24-02, approving the vacation of the unused roadway easement as was platted as part of the Hidden Creek First Addition; and**
- 3. Motion to approve Resolution No. 07-23-24-03, approving the Hidden Creek Second Addition Final Plat.**
- 4. Motion to approve the Development Agreement for the Plat of Hidden Creek Second Addition by and between the City of Forest Lake and Headwaters Land Group, LLC with minor modifications by the City Attorney.**

Attachments:

1. Applicant's Project Narrative
2. Site Location Map
3. Sketch and description of Proposed Drainage and Utility Easement to be Vacated
4. Survey of Proposed Roadway Easement to be Vacated
5. Proposed Hidden Creek Second Addition Final Plat
6. Resolution No. 07-23-24-01 (approving drainage and utility easement vacation)
7. Resolution No. 07-23-24-02 (approving roadway vacation)
8. Resolution No. 07-23-24-03 (approving Hidden Creek Second Addition final plat)
9. Proposed Development Agreement

Hidden Creek Phase 2

The intent of Phase 2 of Hidden Creek is to expand off the successes and velocity from Phase 1 with the city and staff support. We appreciate all the help and support to get where we are today! The grading is slated to begin in the 2nd week in May, and the underground utility work to begin in mid-June. The home builder is really moving and we need to stay ahead.

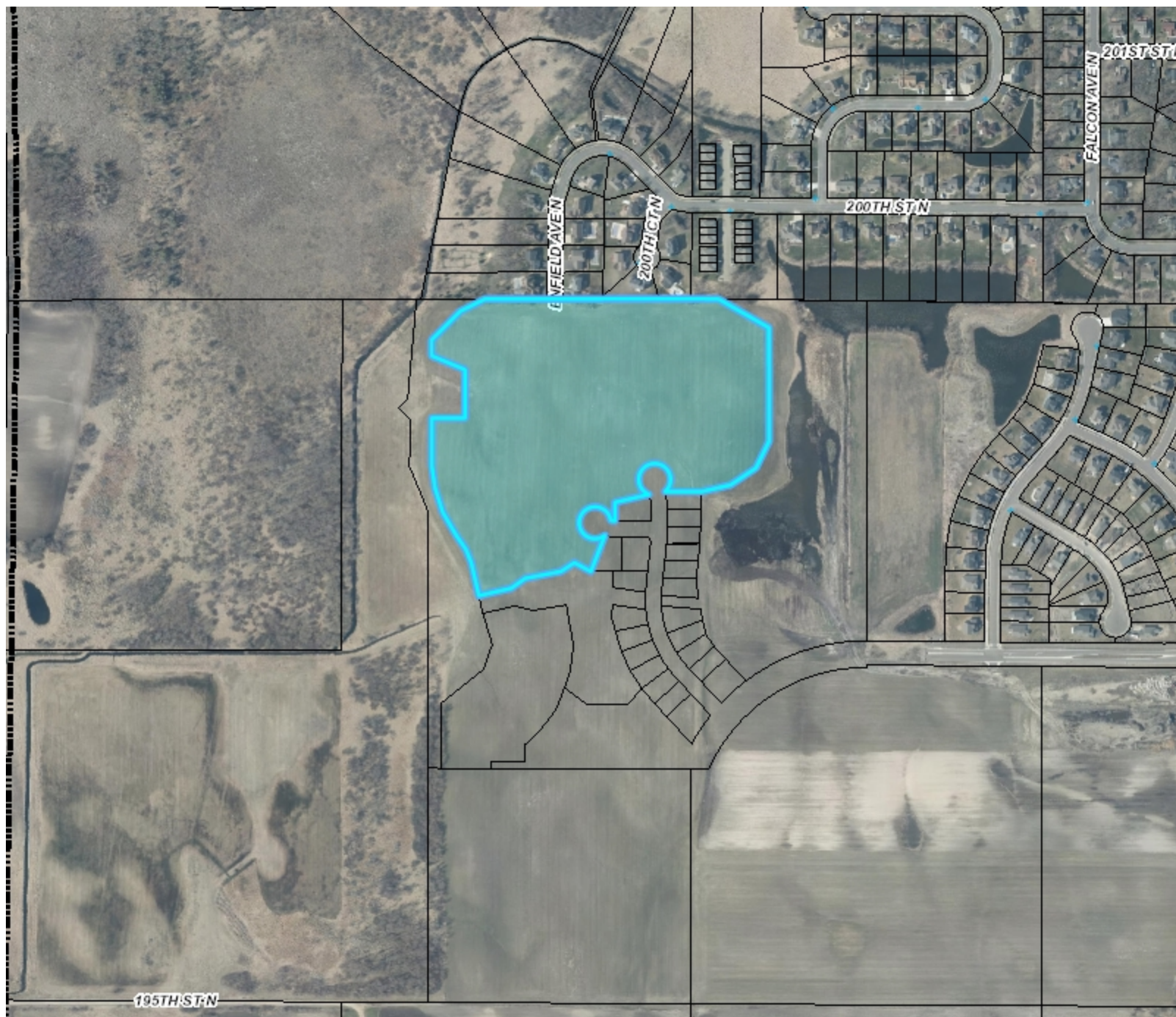
The project has a few requests as we proceed with entitlements:

- 1) We would request the Park dedication fees this phase generates be held for the future site development of Hidden Creek park. Our intent is to design a park, in conjunction with City & staff during the 3rd phase entitlement process slated to take place in Fall of 2024.
- 2) The builder, Capstone Homes, requests 3 early building permits.
- 3) We have requested the vacation of two easements. The cul-de-sac at north end of English will no longer be needed when road is extended to the north, and the water main easement through Outlot A will no longer be needed as the water line will loop upon completion of 2nd phase to existing neighborhood to the north.

Thank You
Hidden Creek Team
Soloy Development

Legend

-  City Limits
-  Parcels (1/1/2024)
-  Lot Lines
-  Street Lights



**Hidden Creek
Phase II Site
Location**

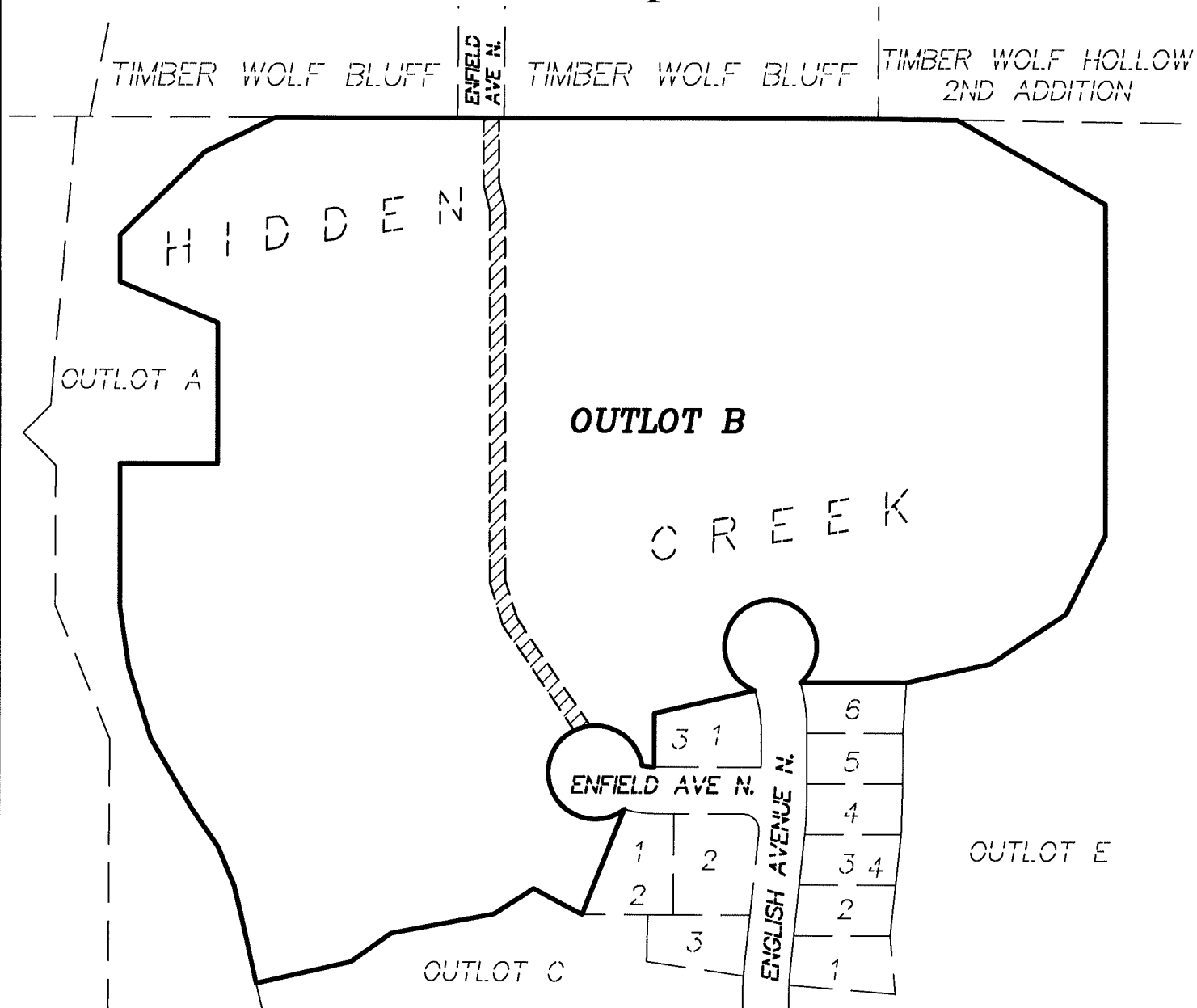


Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Forest Lake is not responsible for any inaccuracies herein contained.

0 527 Feet

Drainage and Utility Easement Vacation Description Sketch



DRAINAGE AND UTILITY EASEMENT VACATION DESCRIPTION:

All of the drainage and utility easements as created and dedicated over, under, and across Outlot B, HIDDEN CREEK, according to the recorded plat thereof, Washington County, Minnesota.



**CARLSON
MCCAIN**

ENGINEERING
SURVEYING
ENVIRONMENTAL

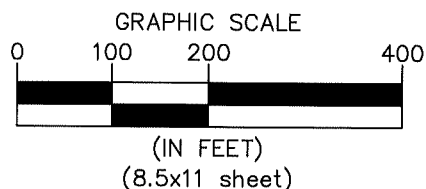
3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449

TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

2756 10974_watermain esmt vacation



Denotes Drainage and Utility
Easement Vacation Area

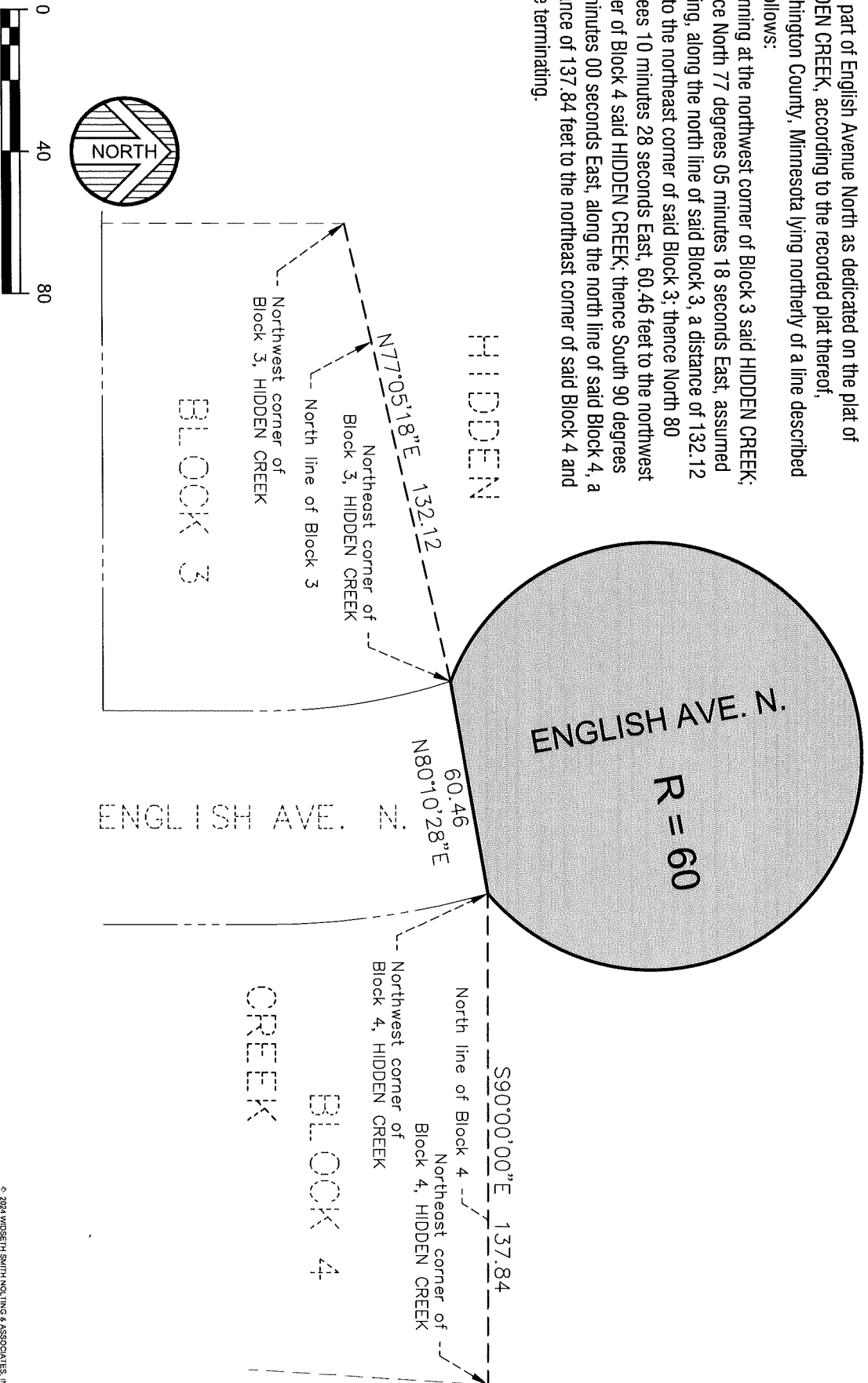


ROAD VACATE EXHIBIT

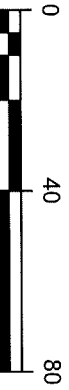
PROPOSED DESCRIPTION:

That part of English Avenue North as dedicated on the plat of HIDDEN CREEK, according to the recorded plat thereof, Washington County, Minnesota lying northerly of a line described as follows:

Beginning at the northwest corner of Block 3 said HIDDEN CREEK; thence North 77 degrees 05 minutes 18 seconds East, assumed bearing, along the north line of said Block 3, a distance of 132.12 feet to the northeast corner of said Block 3; thence North 80 degrees 10 minutes 28 seconds East, 60.46 feet to the northwest corner of Block 4 said HIDDEN CREEK; thence South 90 degrees 00 minutes 00 seconds East, along the north line of said Block 4, a distance of 137.84 feet to the northeast corner of said Block 4 and there terminating.



SCALE (IN FEET)



PROPOSED VACATE
AREA = 10,976 SQ. FT.

DATE: April 23/24

SCALE: AS SHOWN

DRAWN BY: JMM

CHECKED BY: KJ

JOB NUMBER: 2024-10028

I HEREBY CERTIFY THAT THIS SURVEY PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

WILLIAM L. SMITH, LICENSED SURVEYOR

DATE: 4-8-24

STATE OF MINNESOTA

LIC. NO. 15248

WIDSETH

ARCHITECTS & ENGINEERS & SCIENTISTS & SURVEYORS

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WIDSETH
ARCHITECTS & ENGINEERS & SCIENTISTS & SURVEYORS

12

CITY PLANNING COMMISSION, CITY OF FOREST LAKE, MINNESOTA

Approved by the Planning Commission of the City of Forest Lake on this ____ day of _____, 20____.

Signed: _____, Chair

Signed: _____, Secretary

CITY COUNCIL, CITY OF FOREST LAKE, MINNESOTA

Signed: _____, Mayor

Signed: _____, Clerk

COUNTY SURVEYOR

By _____
Washington County Surveyor

By _____

COUNTY AUDITOR/TREASURER

By _____
Washington County Auditor/Treasurer

By _____
Deputy

COUNTY RECORDER

Document Number _____

I hereby certify that this plat was recorded in the Office of the County Recorder for record on this _____ day of _____, 20_____.

at _____ o'clock ____M. and was duly recorded in the Washington County Records.

By _____
Washington County Auditor/Treasurer

By _____
Deputy

By _____
Washington County Auditor/Treasurer

By _____
Deputy

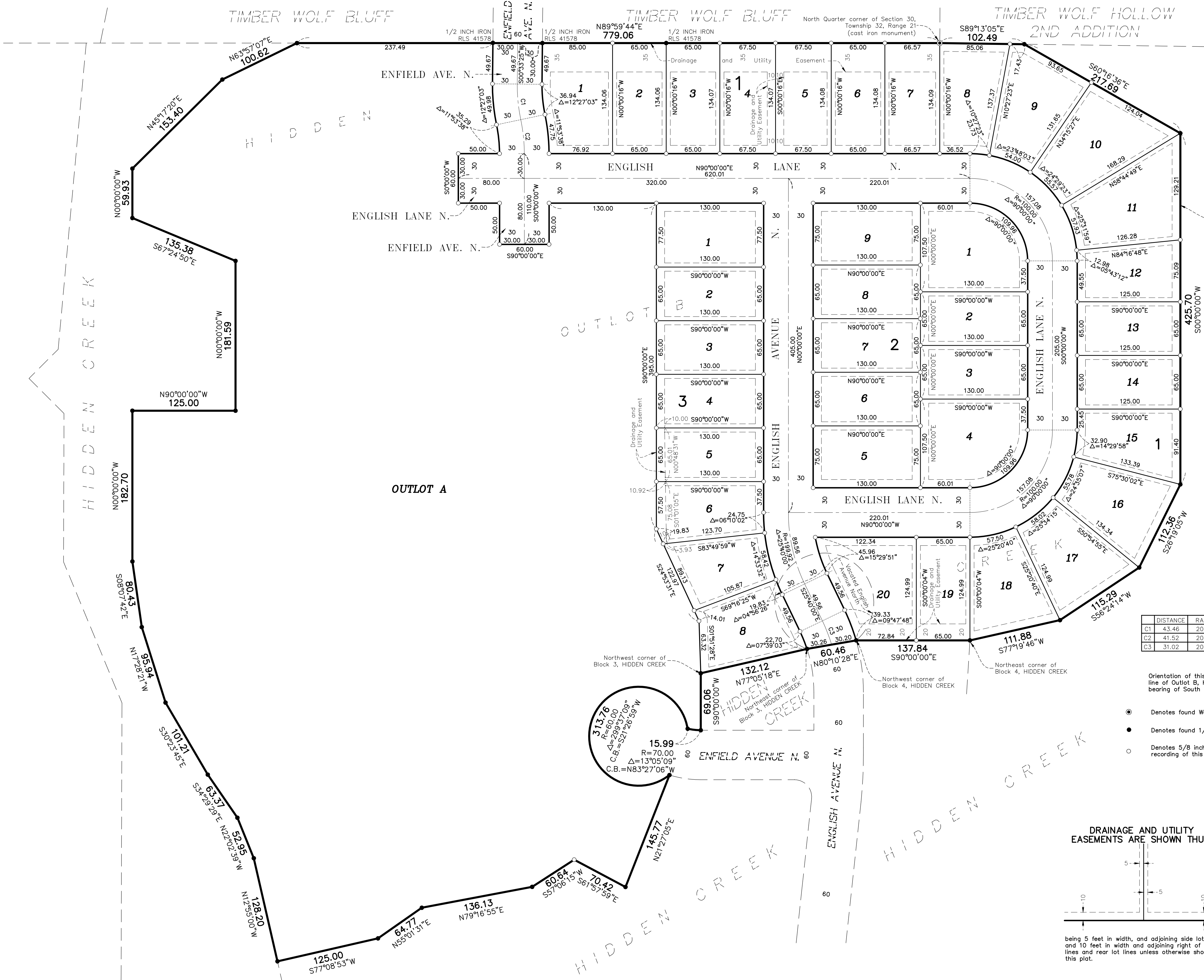
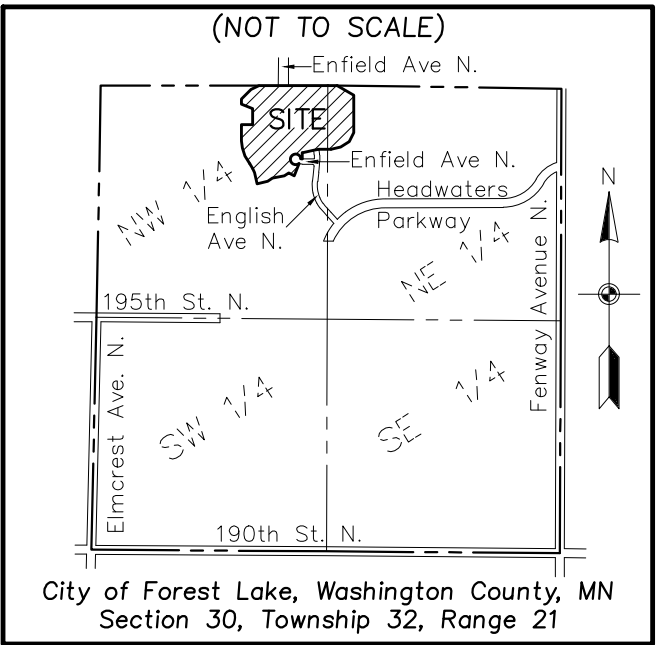
_____ (Printed)

My commission expires _____



HIDDEN CREEK SECOND ADDITION

VICINITY MAP



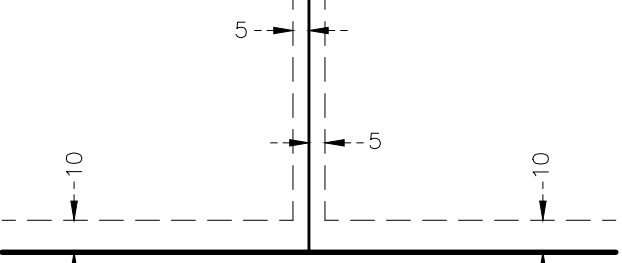
CURVE DATA CHART

DISTANCE	RADIUS	DELTA	CHORD	CHORD BEARING
C1 43.46	200.00	12°27'03"	43.38	S05°40'07"E
C2 41.52	200.00	11°53'38"	41.44	N05°56'49"W
C3 31.02	200.00	08°53'09"	30.99	N21°13'25"W

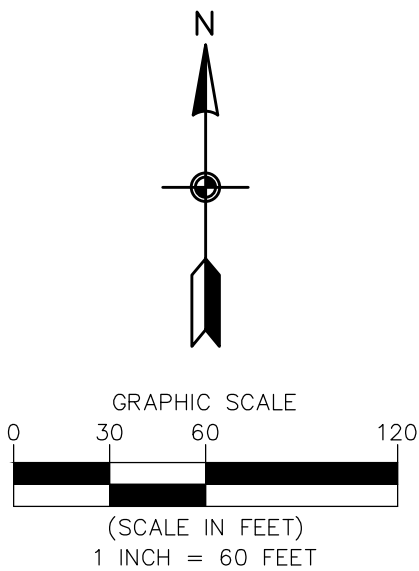
Orientation of this bearing system is based on the most easterly line of Outlot B, HIDDEN CREEK, which is assumed to have a bearing of South 00 degrees 00 minutes 00 seconds West

- Denotes found Washington County Section Corner Monument, as noted
- Denotes found 1/2 inch pipe marked with license number 42648, unless otherwise shown
- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat, marked with license number 40361

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.



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

RESOLUTION NO. 07-23-24-01

**A RESOLUTION VACATING A PUBLIC DRAINAGE AND UTILITY EASEMENT
LOCATED WITHIN THE HIDDEN CREEK DEVELOPMENT LOCATED IN THE
CITY OF FOREST LAKE, MINNESOTA**

WHEREAS, by the recording of the plat know as Hidden Creek in the Washington County Recorder's Office, the following was dedicated as a drainage and utility easement:

All of the drainage and utility easements as created and dedicated over, under and across Outlot B, HIDDEN CREEK, according to the recorded plat thereof, Washington County, Minnesota; and

WHEREAS, the City Council has determined the City is not using the drainage and utility easement nor does it serve any public purpose and as such, it appears in the public interest to vacate the easement; and

WHEREAS, pursuant to Minn. Stat. § 412.851, the City Council may vacate any street, alley, public grounds, public way or any part thereof within the City by Resolution; and

WHEREAS, the City of Forest Lake wishes to vacate the drainage and utility easement legally described above; and

WHEREAS, a notice of a public hearing on said vacation was duly published, posted and mailed in accordance with applicable Minnesota Statutes, and a public hearing was held on said vacation; and

WHEREAS, the City Council of Forest Lake then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of Forest Lake has determined the proposed vacation would be in the public interest; and

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

1. That pursuant to Minn. Stat. § 412.851, the City hereby vacates the drainage and utility easement legally described above. Ownership of the vacated easement shall accrue equally to all adjoining properties listed below:

- a. Outlot B, Hidden Creek (PIN 30-032-21-21-0022)

2. That said drainage and utility easement vacation has no relationship to the City's Comprehensive Plan and therefore the Forest Lake City Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2, that may require the Forest Lake Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare a notice to be presented to the Washington County Auditor reflecting the completion of the proceedings herein.

Adopted by the City Council of Forest Lake on the 23rd day of July, 2024.

By: _____
Mara Bain
Mayor

By: _____
Jolleen Chaika
City Clerk

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

RESOLUTION NO. 07-23-24-02

**A RESOLUTION VACATING PART OF A ROADWAY RIGHT OF WAY LOCATED
WITHIN THE HIDDEN CREEK DEVELOPMENT LOCATED IN THE CITY OF
FOREST LAKE, MINNESOTA**

WHEREAS, by the recording of the plat know as Hidden Creek in the Washington County Recorder's Office, the following was dedicated as a public roadway:

That part of English Avenue North as dedicated on the plat of HIDDEN CREEK, according to the recorded plat thereof, Washington County, Minnesota lying northerly of a line described as follows:

Beginning at the northwest corner of Block 3 said HIDDEN CREEK; thence North 77 degrees, 05 minutes, 18 seconds East, assumed bearing, along the north line of said Block 3, a distance of 132.12 feet to the northeast corner of said Block 3; thence North 80 degrees, 10 minutes, 28 seconds East, 60.46 feet to the northwest corner of Block 4 said HIDDEN CREEK; thence South 90 degrees 00 minutes, 00 seconds East, along the north line of said Block 4, a distance of 137.84 feet to the northeast corner of said Block 4 and there terminating (As shown on the attached Exhibit); and

WHEREAS, the City Council has determined the City is not using the above-described roadway right-of-way nor does it serve any public purpose and as such, it appears in the public interest to vacate the roadway right-of-way; and

WHEREAS, pursuant to Minn. Stat. § 412.851, the City Council may vacate any street, alley, public grounds, public way or any part thereof within the City by Resolution; and

WHEREAS, the City of Forest Lake wishes to vacate the roadway right-of-way legally described above; and

WHEREAS, a notice of a public hearing on said vacation was duly published, posted and mailed in accordance with applicable Minnesota Statutes, and a public hearing was held on said vacation; and

WHEREAS, the City Council of Forest Lake then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the City Council of Forest Lake has determined the proposed vacation would be in the public interest; and

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

1. That pursuant to Minn. Stat. § 412.851, the City hereby vacates the roadway right-of-way legally described above. Ownership of the vacated roadway right-of-way shall accrue equally to all adjoining properties listed below:
 - a. Outlot B, Hidden Creek (PIN 30-032-21-21-0022)
2. That said roadway right-of-way vacation has no relationship to the City's Comprehensive Plan and therefore the Forest Lake City Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2, that may require the Forest Lake Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare a notice to be presented to the Washington County Auditor reflecting the completion of the proceedings herein.

Adopted by the City Council of Forest Lake on the 23rd day of July, 2024.

By: _____
Mara Bain
Mayor

By: _____
Jolleen Chaika
City Clerk

ROADWAY VACATION EXHIBIT

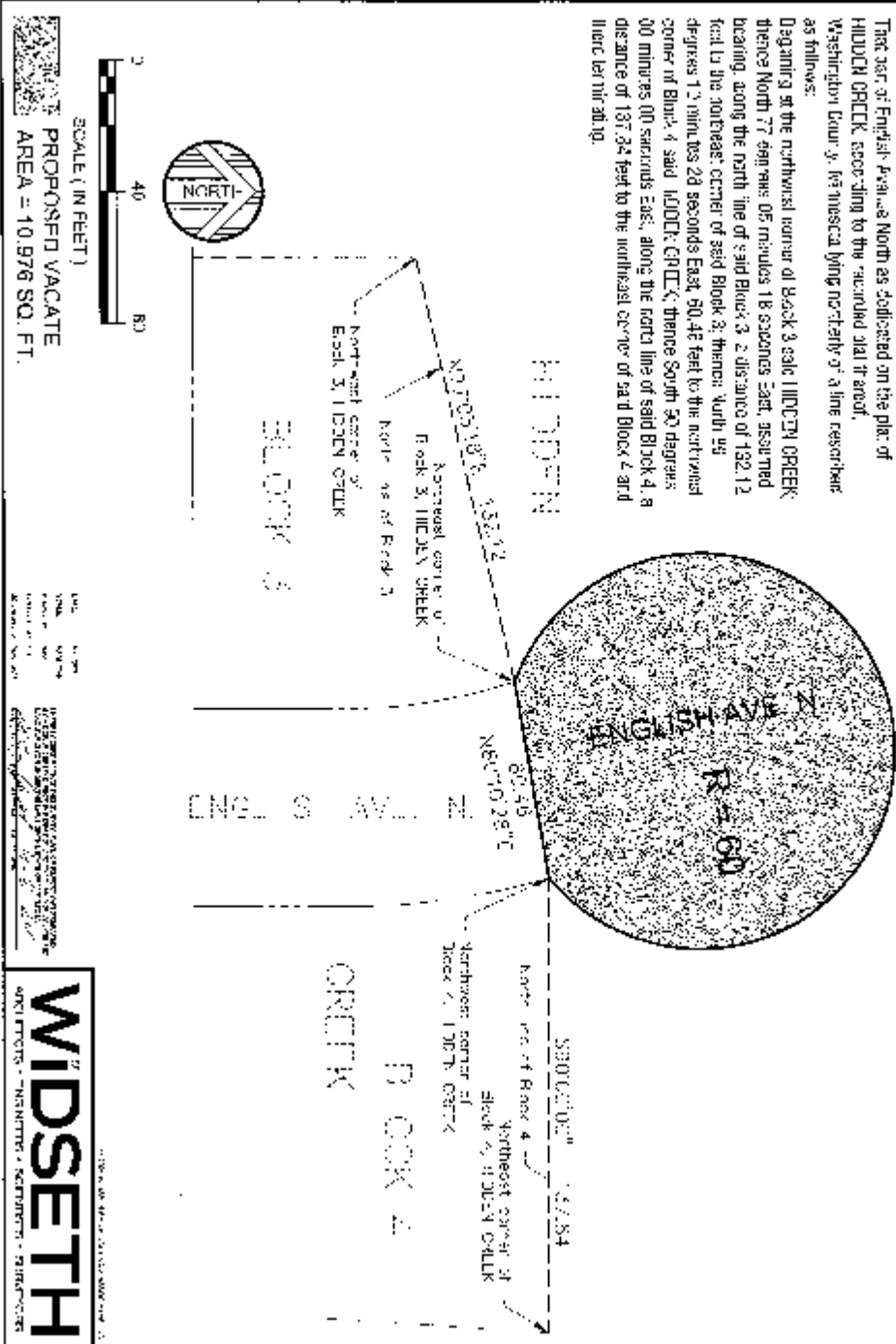
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ROAD VACATE EXHIBIT

PROPOSED DESCRIPTION:

That part of English Avenue North as delineated on the plat of HUDON CREEK according to the recorded plat of said Washington County, Pennsylvania lying northerly of a line resubdivided as follows:

Beginning at the northwest corner of Block 3, said HUDON CREEK thence North 77 degrees 05 minutes 18 seconds East, assumed bearing, along the north line of said Block 3, a distance of 192.12 feet to the northeast corner of said Block 3; thence North 85 degrees 13 minutes 28 seconds East, 50.48 feet to the northwest corner of Block 4, said HUDON CREEK; thence South 50 degrees 00 minutes 00 seconds East, along the north line of said Block 4, a distance of 137.34 feet to the northeast corner of said Block 4 and thence thence north.



**CITY OF FOREST LAKE
WASHINGTON COUNTY, MINNESOTA
RESOLUTION NO. 07-23-24-03**

RESOLUTION APPROVING THE HIDDEN CREEK SECOND ADDITION FINAL PLAT

WHEREAS, John Dobbs representing Paul Bruggeman of Headwaters Land Development LLC (“Landowner”) submitted an application for a phased Planned Unit Development (“PUD”) and corresponding preliminary plat for Hidden Creek residential development to be located on the parcel legally described on the attached Exhibit A (the “Property”); and

WHEREAS, the City of Forest Lake Planning Commission held a public hearing on the Landowner’s application for preliminary plat and PUD approval on January 26, 2022 and recommend approval of the preliminary plat and PUD on January 20, 2022; and

WHEREAS, the City of Forest Lake City Council reviewed the request and Planning Commission recommendation at their February 8, 2022 meeting and approved the Hidden Creek preliminary plat and PUD; and

WHEREAS, at its August 9, 2023 meeting, the City of Forest Lake Planning Commission reviewed the Landowner’s application for final PUD plan approval for Hidden Creek; and

WHEREAS, at its August 28, 2023 meeting, the City of Forest Lake City Council approved the Landowner’s application for Final Plat and Final PUD for Hidden Creek (Shown as Exhibit C-2); and

WHEREAS, Landowner has submitted an application for the Hidden Creek Second Addition Final Plat for Outlot B of Hidden Creek (Shown as Exhibit C-1) that is in conformity with the overall development plans for Hidden Creek, which development plans are on file with the City; and

WHEREAS, the proposed final phased PUD plan (shown as Exhibit B) and associated Hidden Creek Second Addition Final Plat (shown as Exhibit C-1) is consistent with the City’s Comprehensive Plan (as amended), is compatible with the present and planned uses in the surrounding area, and any exceptions to existing city code or regulation are justified by the design or development of the proposed use and is otherwise consistent with the City’s zoning ordinance requirements.

NOW THEREFORE BE IT RESOLVED, by the Forest Lake City Council that the Landowner’s Application for the Hidden Creek Second Addition Final Plat is approved, subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plans and comments on file with the Community Development Department as part of Case No. PZ24-1253, except as may be modified by the conditions herein:

a	Construction Plans by Carlson McCain	Dated 7/12/2024
b	Grading and Erosion Control Plans by Widseth (subject to changes required by the City)	Dated 7/17/2024
c	Stormwater Drainage Report	Dated 8/10/2023
d	Headwaters Parkway Improvement Plans by Bolton and Menk	Dated 7/16/2024

2. The applicant shall address or mitigate the concerns and the conditions of approval found in the City Engineer's staff reports dated July 10, 2024 (Grading Plan comments) and July 11, 2024 (Construction Plan comments). The applicant shall address all plan review concerns and meet the conditions of the City Engineer before the start of construction activities and before the City will issue a building permit.
3. The applicant or owner shall receive all City, County, State and applicable watershed district permits prior to starting any demolition, tree removal, grading or construction activity unless authorized by other City approvals.
4. The City Attorney shall prepare a development agreement for the project that shall be fully executed by the City and the Applicant. This agreement shall be fully executed and recorded at Washington County before the applicant or contractor starts any grading or construction activity on the site. The agreement shall include all required financials and charges including, but not limited to:
 - Letter of Credit for the cost of the design and installation of the proposed improvement and landscaping.
 - Water System Area Charges, Sanitary Sewer Area Charges, Seal Coat and Park Dedication Fees (Collected at the time of the Developer Agreement).
 - Metropolitan Council SAC Fee, City Water Availability Charge Fee, City Core Sewer Fee, City Storm Sewer Availability Charge Fee (Collected at the time of Building Permit issuance).
5. All required City financial guarantees, including any outstanding bills and invoices incurred as part of the review and approval process, shall be submitted to the City prior to release of the Final Plat.
6. The City shall not determine the Project to be complete until the City has received payment from the Applicant or Developer for all outstanding invoices related to the project.
7. The City shall not release the final plat shall for recording until the Development Agreement is fully executed.
8. All required documents shall be recorded with Washington County at the applicant's expense.
9. The City shall not release the Final Plat until all parkland dedication requirements have been fulfilled.
10. The City will issue building permits in conformance with the building type (WO, SOG) identified for the lot in the approved grading plan.

Adopted in the regular session of the Forest Lake City Council on the 23rd day of July, 2024.

CITY OF FOREST LAKE

Mara Bain
Mayor

Attest:

Jolleen Chaika
City Clerk

EXHIBIT A
LEGAL DESCRIPTION

The Northeast Quarter of the Northwest Quarter, Section 30, Township 32, Range 21, Washington County, Minnesota, except that part lying westerly of the following described line:

Beginning at the northwest corner of the East 30 acres of the Southeast Quarter of the Northwest Quarter of said Section 30; thence North 00 degrees 10 minutes 36 seconds East, assuming the south line of said Northeast Quarter of the Northwest Quarter bears South 89 degrees 46 minutes 47 seconds East, 520.00 feet; thence North 22 degrees 30 minutes 00 seconds West, 185.00 feet; thence North 00 degrees 10 minutes 36 seconds East, 180.00 feet; thence North 45 degrees 00 minutes 00 seconds West, 60.00 feet; thence North 45 degrees 00 minutes 00 seconds East 50.00 feet; thence North 05 degrees 14 minutes 00 seconds East, 372.71 feet to a point on the north line of said Northeast Quarter of the Northwest Quarter distant 280.00 feet easterly from the northwest corner of said Northeast Quarter of the Northwest Quarter and said line there terminating.

AND

The West Half of the Northwest Quarter of the Northeast Quarter in said Section 30, excepting therefrom that part platted as HEADWATERS NINTH ADDITION, according to the recorded plat thereof said Washington County.

AND

The North 10 Acres of the East 30 Acres of the Southeast Quarter of the Northwest Quarter of said Section 30.

EXHIBIT B
PUD PHASING

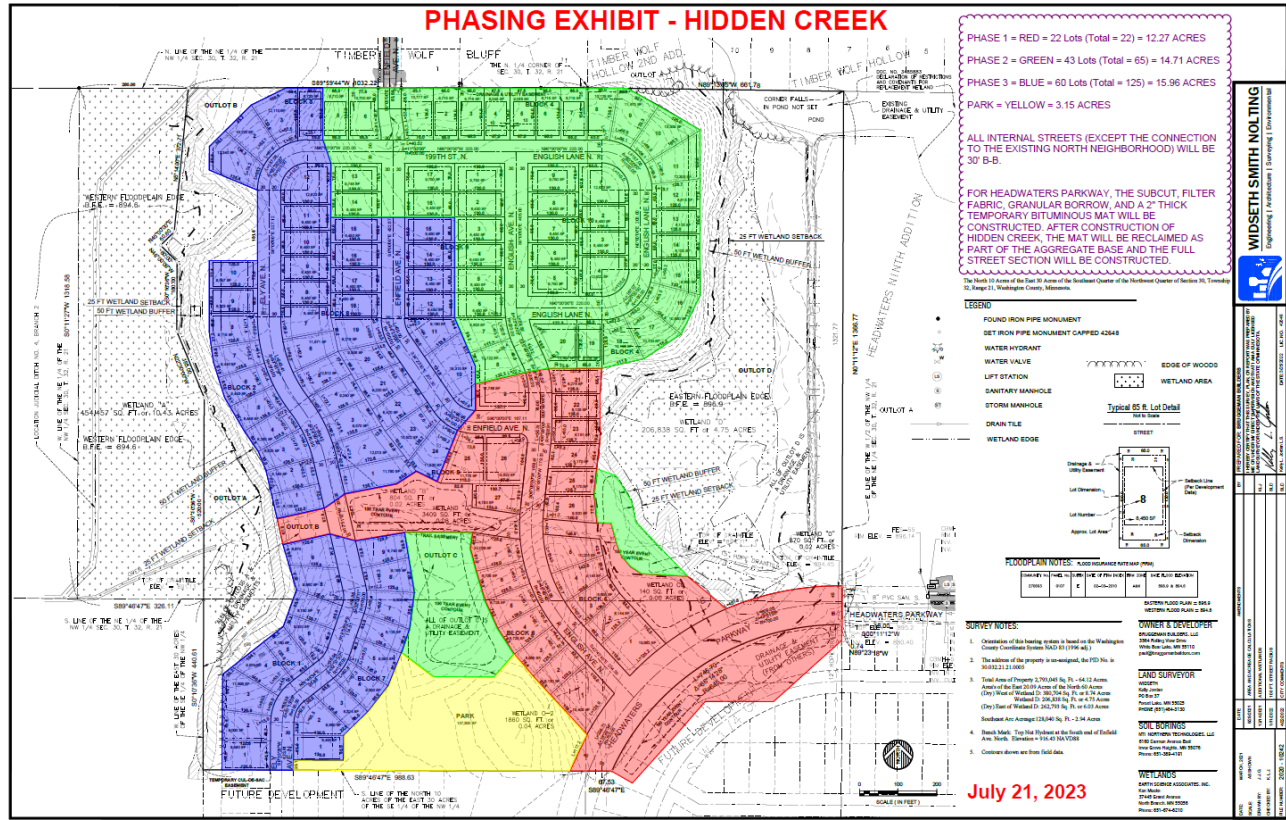
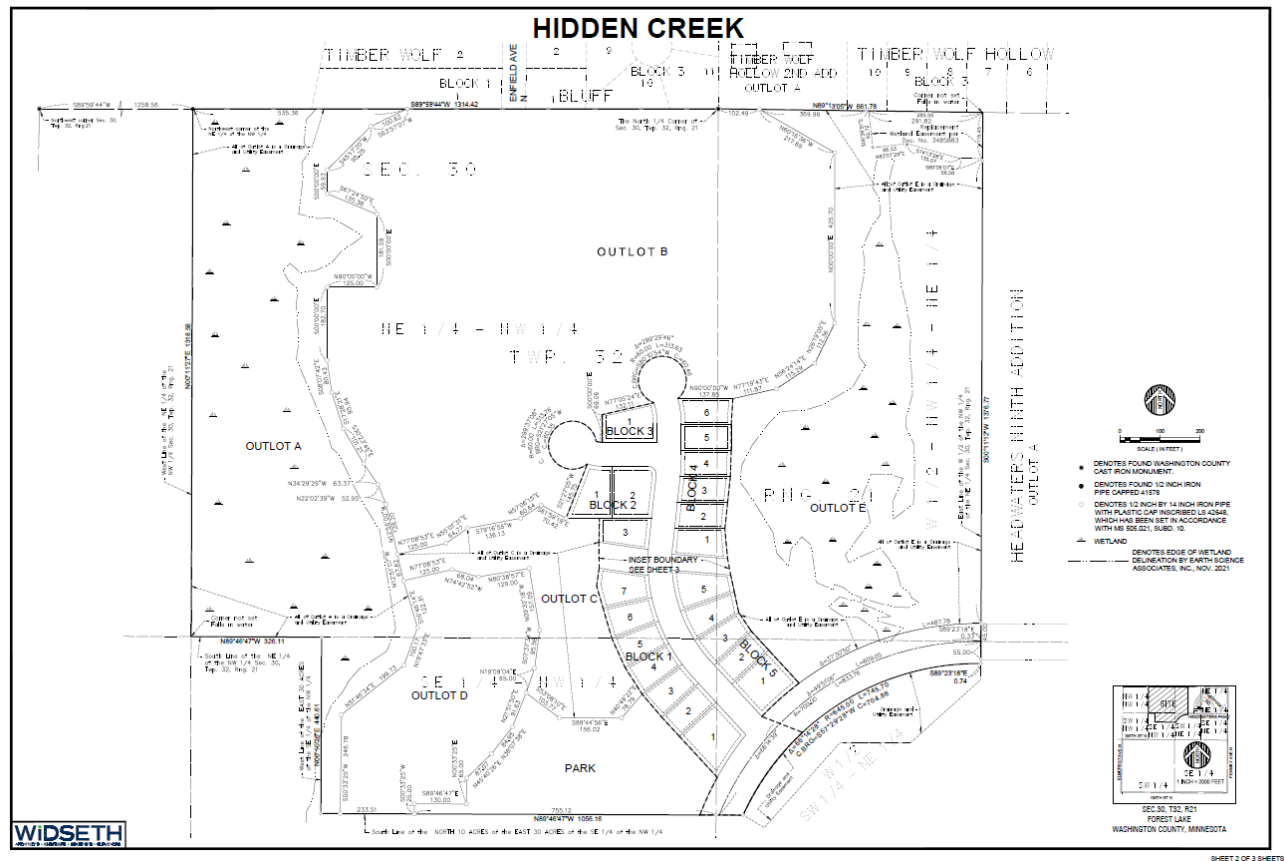


EXHIBIT C-2

APPROVED HIDDEN CREEK FINAL PLAT



DEVELOPMENT AGREEMENT
FOR THE PLAT OF
HIDDEN CREEK SECOND ADDITION
BY AND BETWEEN
THE CITY OF FOREST LAKE
AND
HEADWATERS LAND GROUP, LLC

THIS AGREEMENT made and entered into on the _____ day of _____, 2024, by and between the City of Forest Lake, a Minnesota municipal corporation (“CITY”), and Headwaters Land Group, LLC a Minnesota limited liability company (“DEVELOPER”).

RECITALS:

WHEREAS, DEVELOPER previously obtained Preliminary Plat approval for the phased development project known as “Hidden Creek” and obtained final plat approval for Hidden Creek Phase I, entering into that Development Agreement for the Plat of Hidden Creek Phase I, dated August 28, 2023, and recorded with the Washington County Recorder’s Office as Document No. 4425484 on December 21, 2023, as amended by that First Amendment to Development Agreement, dated March 11, 2024, and recorded with the Washington County Recorder’s Office as Document No. 4434820 on April 22, 2024; and obtained a Grading Permit Terms and Conditions, Grading Permit Number P201306, dated July 26, 2023 (collectively these documents shall be referred to as the “PREVIOUS APPROVALS”);

WHEREAS, in pursuant of the DEVELOPMENT PROJECT, the DEVELOPER has applied to the CITY for approval of the DEVELOPMENT PLANS and FINAL PLAT for Hidden Creek Second Addition; and

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public utilities (sewer and water), public streets, storm sewer pipes, ponds, and other facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL approved the FINAL PLAT and DEVELOPMENT PLANS on the following conditions:

1. That the DEVELOPER enters into this DEVELOPMENT AGREEMENT, which contract defines the work which the DEVELOPER undertakes to complete; and
2. The DEVELOPER shall provide an irrevocable letter of credit and cash deposits in the amounts and with conditions satisfactory to the CITY, providing for assurance of payment for the actual construction and installation of the improvements in the DEVELOPMENT PLANS, as specified and required by the CITY.

WHEREAS, the DEVELOPMENT PLANS were prepared by a registered professional engineers and have been submitted to and approved by the CITY ENGINEER.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and DEVELOPER agree as follows:

ARTICLE 1

DEFINITIONS

1.1. TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT AGREEMENT, shall have the following meanings as set forth below.

1.2. BUILDER. “BUILDER” means an entity that will be constructing a residence on a lot in the FINAL PLAT.

1.3. CITY. “CITY” means the City of Forest Lake, a Minnesota municipal corporation.

1.4. CITY ENGINEER. “CITY ENGINEER” means the City Engineer of the City of Forest Lake or delegates.

1.5. CITY WARRANTIES. “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.

1.6. COUNCIL. “COUNCIL” means the Council of the City of Forest Lake

1.7. COUNTY. “COUNTY” means Washington County, Minnesota.

1.8. DEVELOPER. “DEVELOPER” means Headwaters Land Group, LLC, a Minnesota limited liability company.

1.9. 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 the DEVELOPMENT AGREEMENT;
- b) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications, including the completion of the base course on all public roads and any related sidewalks or trails as depicted in the DEVELOPMENT PLANS within one calendar year from COUNCIL approval of this AGREEMENT;
- 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 DEVELOPMENT AGREEMENT;
- d) breach of the DEVELOPER WARRANTIES.

1.10. DEVELOPER IMPROVEMENTS. “DEVELOPER IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified in Article 4.

1.11. DEVELOPER WARRANTIES. “DEVELOPER WARRANTIES” means all DEVELOPER WARRANTIES identified in Article 10 of this DEVELOPMENT AGREEMENT.

1.12. DEVELOPMENT AGREEMENT. “DEVELOPMENT AGREEMENT” means this instant agreement by and among the CITY and DEVELOPER.

1.13. DEVELOPMENT PLANS. “DEVELOPMENT PLANS” means all the street infrastructure, utility and grading plans, drawings, specifications, and surveys dated _____, prepared by Widseth Smith Nolting, dated 07/12/2024, prepared by Carlson McCain, and dated _____, prepared by Bolton & Menk, including all revisions and additional construction plans for public streets and utilities as prepared and/or approved by the City Engineer, hereby incorporated by reference and made a part of this DEVELOPMENT AGREEMENT.

1.14. DEVELOPMENT PROJECT. “DEVELOPMENT PROJECT” means a residential development to be known as Hidden Creek Second Addition that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the FINAL PLAT.

1.15. DEVELOPMENT PROPERTY. “DEVELOPMENT PROPERTY” means that real property legally described on Exhibit A, attached hereto, upon which the DEVELOPMENT PROJECT will be constructed.

1.16. FINAL PLAT. “FINAL PLAT” means the Hidden Creek Second Addition FINAL PLAT, approved by the COUNCIL on _____, attached hereto as Exhibit B.

1.17. 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, global pandemics, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.18. FORMAL NOTICE. “FORMAL NOTICE” means notices given by one party to the other if in writing and if and when delivered or tendered either in person, electronically, or 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: City Administrator
1408 Lake Street South
Forest Lake, MN 55016

For Electronic Notice:

kristinahandt@ci.forest-lake.mn.us
ajohnson@levander.com

If to DEVELOPER:

Headwaters Land Group, LLC
 Attn: Paul Bruggeman
 2555 County Road E east
 White Bear Lake, MN 55110

For Electronic Notice:

ejohndobbs@gmail.com
paul@bruggemanbuilders.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 if served personally or electronically on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.19. INDIRECT COSTS. “INDIRECT COSTS” means DEVELOPER costs related to:

- a) Finance, administration and legal costs; and
- b) Engineering services performed by CITY Staff; and
- c) Testing and Right of Way services; and
- d) Consulting engineering services; and
- e) Private utilities and street lights; and
- f) Permit fees; and
- g) Snow-plow costs prior to CITY acceptance of roads; and
- h) Construction inspection and surveying as required under this Agreement.

1.20. OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES” means and includes, individually and collectively, the following:

- a) Minnesota Department of Transportation
- b) Washington County
- c) Washington County Highway Department
- d) Applicable Watershed District(s)
- e) Minnesota Department of Health

- f) Minnesota Department of Labor and Industry
- g) Minnesota Pollution Control Agency
- h) Metropolitan Council
- i) Minnesota Department of Natural Resources
- j) Minnesota Board of Water and Soil Resources
- k) Environmental Protection Agency
- l) Any other regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.21. PRELIMINARY PLAT. “PRELIMINARY PLAT” means the Hidden Creek Preliminary Plat approved by the COUNCIL which includes all phases of the development.

1.22. PREVIOUS APPROVALS. “PREVIOUS APPROVALS” means the Development Agreement for the Plat of Hidden Creek Phase I, dated August 28, 2023, and recorded with the Washington County Recorder’s Office as Document No. 4425484 on December 21, 2023, as amended by that First Amendment to Development Agreement, dated March 11, 2024, and recorded with the Washington County Recorder’s Office as Document No. 4434820 on April 22, 2024; and obtained a Grading Permit Terms and Conditions, Grading Permit Number P201306, dated July 26, 2023.

1.23. PRIOR EASEMENT HOLDERS. “PRIOR EASEMENT HOLDERS” means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the FINAL PLAT or transferred pursuant to this DEVELOPMENT AGREEMENT.

1.24. SITE IMPROVEMENTS. “SITE IMPROVEMENTS” means and includes, individually and collectively, all the improvements identified on Exhibit C and in Article 3.

1.25. UTILITY COMPANIES. “UTILITY COMPANIES” means and includes, jointly and severally, the following:

- a) Utility companies, including electric, gas and cable;
- b) Pipeline companies.

ARTICLE 2

FINAL PLAT APPROVAL

2.1. FINAL PLAT APPROVAL. The COUNCIL approved the FINAL PLAT. All conditions contained in the CITY Council Resolution for the FINAL PLAT shall be considered a condition of this DEVELOPMENT AGREEMENT.

2.2. RECORDING OF FINAL PLAT. Prior to the CITY releasing the FINAL PLAT for recording, the DEVELOPER shall provide deeds and/or easements as required under CITY approvals in a form approved by CITY attorney. The DEVELOPER shall record the FINAL PLAT and this DEVELOPMENT AGREEMENT with the COUNTY Recorder. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the FINAL PLAT and this DEVELOPMENT AGREEMENT have been recorded with the COUNTY Recorder or Registrar of Titles as the case may be, and the CITY has received the financial obligations required in Article 15.

ARTICLE 3

SITE IMPROVEMENTS

3.1. SITE IMPROVEMENTS. DEVELOPER shall construct and install, at its own cost, all SITE IMPROVEMENTS identified on Exhibit C in accordance with industry standards for making public improvements.

3.2. AREA CHARGES. 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. Such Area Charges are identified on Exhibit G.

ARTICLE 4

DEVELOPER IMPROVEMENTS

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

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

- a) Second Addition: The following improvements shall be completed on or before December 31, 2024: (1) Permanent construction of Enfield Avenue North, with a full connection to the Timberwolf Bluff neighborhood to the North of the DEVELOPMENT PROJECT, (2) the permanent base course, including curb and gutter, for Headwaters Parkway, (3) the off-street pedestrian trail along Headwaters Parkway within Second Addition as depicted in the DEVELOPMENT PLANS, (4) construction of English

Avenue N, (5) construction of English Lane N, (6) construction of 199th Street N, (7) extension of the watermain to Enfield Avenue North to complete utility loop, (8) storm sewer construction, (9) watermain and sanitary sewer construction, (10) pond grading, and (11) all other related improvements per the DEVELOPMENT PLANS and APPROVALS.

The following improvements shall be completed on or before October 31, 2025: Construction of the sidewalks within Second Addition as depicted in the DEVELOPMENT PLANS.

- b) PHASE 3: Permanent construction of Ely Avenue N, Enfield Avenue N, remaining public trails and trail connections, remaining utility construction and vacation of temporary cul-de-sacs.

4.2. GROUND MATERIAL. The DEVELOPER shall ensure that adequate and suitable ground material shall exist in the areas of public street and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material through the warranty period. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3. VEGETATION. The DEVELOPER shall comply with CITY ordinances and policies related to preservation of vegetation and trees and specifically shall exercise reasonable efforts in residential areas to save mature, non-diseased trees and vegetation on the subject land which do not have to be removed for reasonable installation of buildings, streets, utilities or drainage improvements, construction activities related thereto, or site grading. Prior to any excavation, the DEVELOPER shall require a certified arborist to install tree protection on all trees that are to be saved and to mark trees such trees with a red band prior to any excavation. All diseased trees shall be removed according to CITY ordinance requirements.

4.4. GRADING/DRAINAGE PLAN, EASEMENTS AND HOURS OF CONSTRUCTION ACTIVITIES.

- a) The DEVELOPER may utilize all three phases of development depicted on Exhibit F to balance soils on the site and prepare the DEVELOPER IMPROVEMENTS in Second Addition.
- b) The DEVELOPER shall construct drainage facilities adequate to serve the DEVELOPMENT PROJECT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees to convey to the CITY all necessary outlots and easements for the preservation and maintenance of the drainage system, for drainage basins and for utility service and for utility looping. 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 sign and release the FINAL PLAT for recording. The DEVELOPER shall enter into any easement agreements and stormwater management agreements with the CITY that are deemed necessary to fulfill the obligations of this Section. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded,

storm sewer, catch basins, erosion control structures and ponding areas necessary to conform to the overall CITY storm sewer plan. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS, subject only to such design criteria and engineering design and construction specifications as are used in the DEVELOPMENT PLANS notwithstanding any amendment or change to CITY standards for development subsequent to approval of the FINAL PLAT.

- c) DEVELOPER has dedicated the public easements as shown on the FINAL PLAT. Additional public easements that are required as a condition of FINAL PLAT approval shall be granted by an acceptable document as approved by the CITY Attorney. Prior to issuance of a Certificate of Occupancy to a BUILDER for any dwelling unit constructed on a lot within the subdivision, a Certificate of Compliance by a land surveyor must be submitted to the CITY by the BUILDER reflecting conformance with the approved grading plan and confirming that the lot corner monuments are installed. DEVELOPER shall provide the CITY an as-built survey of the DEVELOPMENT PROPERTY in AUTOCAD format after the final rough grading is complete.
- d) 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 to 5:00 PM, Sundays and Holidays not allowed unless for emergency purposes or with City Council approval.

4.5. GRADING OF PUBLIC STREETS. The DEVELOPER must grade, in accordance with the grading plan provided to and approved by the CITY, all public streets, boulevards, driveways and other public lands, if any, and other lands shown in the approved grading plan. DEVELOPER shall maintain grading record plan as required by CITY ENGINEER. If the DEVELOPER does not perform the work required by this paragraph, the CITY will complete all work required of the DEVELOPER. The DEVELOPER will be financially responsible for payments for this work. Upon completion of grading, DEVELOPER shall provide CITY with as-built surveys to certify street centerlines.

4.6. STREET CONSTRUCTION. The DEVELOPER will construct the roadways within the FINAL PLAT, installing curb, gutter and base course (first lift) pavement in accordance with the DEVELOPMENT PLANS and CITY approvals. The wear course (final lift) of asphalt shall be installed on the roads within the DEVELOPMENT PROJECT once 90% of the residences have received a final Certificate of Occupancy or July 15, 2029, whichever happens sooner. The wear course (final lift) of asphalt shall be installed on Headwaters Parkway on or before August 30, 2025, or after at least one freeze/thaw cycle.

The DEVELOPER is responsible for the replacement of any damaged sidewalk or curbside and all maintenance, upkeep and repair of all streets contained within the FINAL PLAT from initiation of construction through final acceptance by the CITY.

4.7. STREET MAINTENANCE, RESTORATION, ACCESS AND REPAIR DURING CONSTRUCTION. The DEVELOPER shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the FINAL PLAT resulting from the grading

or building on the land within the FINAL PLAT by the DEVELOPER or its agents, and shall restore to the CITY's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, 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 FINAL PLAT, 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 which shall be completed within 15 days, 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 CITY work, the CITY shall withdraw the funds from any cash escrow or letter of credit ("LOC").

4.8. SNOW/ICE REMOVAL. The DEVELOPER agrees to perform and assume all responsibilities relating to snow removal and ice control, until streets have been formally accepted by the CITY. DEVELOPER shall attempt to follow the same timelines and guidelines as the CITY in its City of Forest Lake Snow and Ice Control Policy. If any portion of the roadways within the PLAT are found in an unacceptable condition, the CITY shall provide DEVELOPER with written notice to clear roadway surfaces. If work is not completed to CITY'S satisfaction within 24 hours from the notice, the CITY will clear the roadways. In the event of an emergency situation, the CITY reserves the right, in its sole discretion, to clear the roads immediately after notice. All costs associated with the snow/ice removal effort will be billed to the DEVELOPER. In the event the DEVELOPER fails to timely pay costs related to CITY snow clearing, the CITY shall withdraw the funds from any cash escrow or letter of credit ("LOC").

4.9. STREET SWEEPING. The DEVELOPER is responsible for the removal of all construction debris and earth materials within the public right-of-way resulting from construction activities. The CITY will inspect the roadways to ensure the DEVELOPER is keeping all public roadway surfaces clean. If any portion of a public roadway surface is found in an unacceptable condition, the CITY shall provide DEVELOPER with written notice to clean roadway surfaces. 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. In the event of an emergency situation, the CITY reserves the right, in its sole discretion, to clean up the site immediately after notice. All costs associated with the clean-up effort will be billed to the DEVELOPER. In the event the DEVELOPER fails to timely pay costs related to CITY clean up, the CITY shall withdraw the funds from any cash escrow or letter of credit ("LOC").

4.10. STREET SIGNS AND ROAD STRIPING. The DEVELOPER shall be financially responsible for the installation of street lane striping, street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the FINAL PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

4.11. SOD. The DEVELOPER agrees that the BUILDER must pay for installed cultured sod from the street curb to the rear lot line(s) of each lot in the entire FINAL PLAT. For a lot where the Certificate of Occupancy is issued between September 1 and May 1 of the following year, completion of the work described in this paragraph shall be completed by the BUILDER by June 15; for a lot where the Certificate of Occupancy is issued between May 1 and August 31, completion of the work described in this paragraph shall be completed by the BUILDER by September 15. Notwithstanding anything to the contrary in this DEVELOPMENT AGREEMENT, it is agreed that in lieu of the BUILDER installing sod on each lot, the BUILDER may provide to a lot owner a certificate that entitles the lot owner to have sod delivered to that lot at the owner's request for installation by the lot owner, provided the lot owner agrees in writing to comply with all the terms described in this Section.

4.12. BOULEVARD AND AREA RESTORATION. The DEVELOPER shall sod or seed any boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan, over the entire FINAL PLAT. Upon request of the CITY ENGINEER, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.13. LOT CORNER MONUMENTS. The DEVELOPER shall install all subdivision lot corner monumentation within one year from the date of recording the FINAL PLAT, or the monumentation shall be installed on a per lot basis at the time the building permit for the subject lot is issued, whichever occurs first. At the end of the one-year period from recording of this DEVELOPMENT AGREEMENT, the DEVELOPER shall submit to CITY ENGINEER written verification by a registered land surveyor that the required monuments have been installed throughout the FINAL PLAT.

4.14. OCCUPANCY AND ACCESS.

- a) Building Permit. No building permit for any lot shall be issued until the DEVELOPER has constructed an access consisting of a base course of pavement pursuant to the DEVELOPMENT PLANS.
- b) Occupancy. No certificate of occupancy for any lot within the FINAL PLAT shall be issued until all water and sanitary sewer improvements are available for use and the base course of street pavement has been installed.
- c) Model Homes. Notwithstanding above, the CITY may approve a building permit for 2 model homes if approved by the CITY's Building Official and Fire Chief. In conjunction with a model home, DEVELOPER OR BUILDER may install a temporary parking lot on an adjacent lot with written approval from CITY ENGINEER.
- d) Access. The vehicles and equipment used to construct the public roads within the DEVELOPMENT PROJECT and the related utility improvements shall access the DEVELOPMENT from only Headwaters Parkway and shall not use Enfield Avenue.

4.15. DRIVEWAYS. Upon building a residence on a lot, the BUILDER shall construct a concrete or bituminous surface driveway for the lot in accord with CITY approved standards. For a lot for which a certificate of occupancy is issued between September 1 and May 1 of the following year, completion of the work described in this paragraph must be completed by June 15; for a lot for which a certificate of occupancy is issued between May 1 and August 31, completion of the work described in this paragraph shall be completed by September 15.

4.16. LANDSCAPING. The responsibility for landscaping requirements are as follows:

- a) The DEVELOPER is responsible for
 - i. Installing all landscaping improvements shown on the DEVELOPER'S approved landscape plan.
 - ii. Installing all landscaping improvements as depicted on the DEVELOPER'S landscape plan in a timely manner.
 - iii. The DEVELOPER will be financially responsible for this work, which shall be secured by a LOC.
- b) For single-family homes, individual property owners must:
 - i. Maintain their yards all the way to the curb or shoulder of the abutting roadways, trails for each parcel, including any landscaping in the boulevards.
 - ii. Maintain their yards to the edge of any abutting CITY trail.
 - iii. Plant the required trees and shrubs pursuant to City Code §§ 153.232 and 153.233.
 - iv. BUILDER shall provide a cash escrow for required landscaping when applying for building permit.

4.17. STORMWATER MANAGEMENT PLAN AND 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 in the Minnesota Pollution Control Agency's on-line Stormwater Manual and as stated in the grading permit issued by the CITY. 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 as it becomes necessary subsequent thereto.

The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the FINAL PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. After the site is rough graded, the DEVELOPER must provide erosion control devices that are reasonably required by the CITY. 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 written 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 the event the DEVELOPER fails to timely pay costs related to CITY clean up, the CITY shall withdraw the funds from any cash escrow or letter of credit ("LOC").

Developer shall notify CITY when grading is finalized and provide CITY with a copy of its stormwater record plans. CITY shall engage a third-party consultant to conduct a bathymetric study and as-built surveys as necessary for any ponding on site. DEVELOPER shall be responsible for all costs associated with CITY work to verify ponding. DEVELOPER shall be responsible for any necessary repairs in the event the ponds do not meet DEVELOPMENT PLANS. If the DEVELOPER fails to repair the ponds within 15 days of written notice from the CITY, CITY shall have appropriate equipment dispatched to the site and all costs associated with the repair effort will be billed to the DEVELOPER. In the event the DEVELOPER fails to timely pay costs related to CITY studies, surveys, or repairs, the CITY shall withdraw the funds from any cash escrow or letter of credit ("LOC").

4.18. PROHIBITION ON TRANSFER OF RESPONSIBILITY. The DEVELOPER must not transfer or assign its responsibility to perform the requirements of Street Sweeping, Street Signs, Street Maintenance, Restoration, Access and Repair, Landscaping, and Erosion Control to any lot purchaser or BUILDER within the FINAL PLAT.

4.19. WEED/GRASS MAINTENANCE. DEVELOPER must not allow or permit within the FINAL PLAT, excluding land deeded to the CITY for public purposes, any weeds, grass, brush, or other rank vegetation to a height greater than eight (8) inches, or permit any accumulation of dead weeds, grass or brush. In the event the DEVELOPER fails to comply with this provision, the CITY may give the DEVELOPER notice to cut or remove material in violation of this paragraph. All costs of cutting or removing incurred by the CITY must be paid by the DEVELOPER or assessed against the property that is in violation.

ARTICLE 5

PARK CONTRIBUTION REQUIREMENTS

5.1. PARK DEDICATION.

a) **PURPOSE.** As part of the 2014 Master Parks, Trails and Open Space Master Plan, the City of Forest Lake solicited input from local residents. When asked if residents felt there are enough park, trail and open space opportunities in Forest Lake, respondents overwhelming noted there was not enough amenities for age groups greater than 10 years old, senior citizens as well as people with special needs. Additionally, 71% of respondents indicated the lack of trail connectivity discouraged people from using the City's trails. When compared with recommended standards, the 2014 Plan indicates a deficit of .40 acre/1,000 residents in the City's neighborhood parks.

b) **BASIS.** City Staff has completed an individualized analysis of the DEVELOPMENT PROJECT and determined a park land dedication amount of 10% is necessary based on the City Code §§ 152.090 – 152.094, the purpose statement above indicating an additional deficit of parkland per resident, and the additional need created by the DEVELOPMENT PROJECT. For Second Addition, the DEVELOPER has requested paying a fee in lieu of land. The park dedication fee must be paid to the CITY prior to the release of the FINAL PLAT.

c) **CALCULATION.** There are thirty-seven lots in Second Addition, totaling 11.00 developable acres. See Exhibit F for Second Addition areas. DEVELOPER will pay \$2,500 per lot in Second Addition as determined on Exhibit G. The park dedication due for any and all future phases of the DEVELOPMENT PROJECT will be determined and due at the time of those final plats.

ARTICLE 6 **PERMITS, LICENSES AND OTHER APPROVALS**

6.1. **PERMITS.** The DEVELOPER shall obtain all necessary approvals, permits and licenses from the CITY, the OTHER REGULATORY AGENCIES and the UTILITY COMPANIES, as identified on Exhibit E, attached hereto. Major design requirements of any such entities shall be determined prior to completion and incorporated into the DEVELOPMENT PLANS. All costs incurred to obtain said 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 and the UTILITY COMPANIES resulting from such failures of the DEVELOPER.

ARTICLE 7 **OTHER DEVELOPMENT REQUIREMENTS**

7.1. **MISCELLANEOUS REQUIREMENTS.** Any additional requirements to approval of the FINAL PLAT and DEVELOPMENT PLANS as specified by the COUNCIL are incorporated herein and identified on Exhibit D.

7.2. **TREE MITIGATION.** DEVELOPER shall comply with all tree mitigation requirements in City Code §§ 153.295 – 153.302, DEVELOPMENT PLANS and PRELIMINARY AND FINAL PLAT approvals.

ARTICLE 8

[INTENTIONALLY BLANK]

ARTICLE 9 **RESPONSIBILITY FOR COSTS**

9.1. **DEVELOPER AND SITE IMPROVEMENT COSTS.** The DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS and SITE 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. Such site improvements are identified on Exhibit C.

The DEVELOPER is responsible for contracting and paying for the street and utility testing costs. The CITY's designated inspector on the DEVELOPMENT PROJECT will coordinate the street and utility testing activities. All testing reports shall be sent to the CITY with a copy to the DEVELOPER.

If deductions are owed on the street and utility construction pursuant to the MNDOT standards for construction, then these deductions will be paid by DEVELOPER to CITY within thirty (30) days after DEVELOPER receives notices of such deductions.

9.2. MISCELLANEOUS AND AREA CHARGES. The DEVELOPER shall reimburse the CITY for all miscellaneous costs and Area Charges incurred or to be incurred by the CITY in connection with this DEVELOPMENT AGREEMENT. Such costs are identified on Exhibit G.

9.3. ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT AGREEMENT, including engineering costs and reasonable attorneys' fees.

9.4. TIME OF PAYMENT. DEVELOPER shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear an annual interest of eight percent (8%).

ARTICLE 10 **DEVELOPER WARRANTIES**

10.1. STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby warrants and represents the following:

- a) **AUTHORITY.** DEVELOPER is the fee title owner of the DEVELOPER parcels identified in the DEVELOPMENT PROPERTY on Exhibit A and in the FINAL PLAT and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and 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 DEVELOPMENT AGREEMENT.
- b) **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound, which would affect performance under this DEVELOPMENT AGREEMENT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this

DEVELOPMENT AGREEMENT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.

- c) **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- d) **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- e) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER or the FINAL PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- f) **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 intentionally contains or will contain any untrue statement of material fact or intentionally omit any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the DEVELOPER receives FORMAL NOTICE or obtains knowledge of such error, unless an extension is granted by the CITY.
- g) **PLAT COMPLIANCE.** The FINAL PLAT and 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.
- h) **WARRANTY ON PROPER WORK AND MATERIALS.** The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT AGREEMENT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. The DEVELOPER shall be solely responsible for all costs of performing repair work required by the CITY within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. The warranty period for street and drainage and erosion control improvements shall be for

two years after completion and acceptance by the CITY with exception of the final wear course described in Section 4.6 which shall only have a one-year warranty period; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements

- i) **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed. A list of the CITY permits, licenses, and approvals required is identified on Exhibit E.

ARTICLE 11

[INTENTIONALLY BLANK]

ARTICLE 12 **CITY WARRANTIES**

12.1. STATEMENT OF CITY WARRANTIES. The CITY hereby warrants and represents as follows:

- a) **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- b) **AUTHORITY.** CITY and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.

ARTICLE 13 **INDEMNIFICATION OF CITY**

13.1. INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, 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 out of actions that are not wanton or willful, 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 DEVELOPER 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 DEVELOPMENT AGREEMENT;
- d) any damages in the ordinary course or due to negligence, excluding tort claims, caused by CITY in preforming obligations DEVELOPER has failed to perform;
- e) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- f) failure by the DEVELOPER to pay for materials;
- g) approval by the CITY of the FINAL PLAT;
- h) approval by the CITY of the DEVELOPMENT PLANS;
- i) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- j) construction of the DEVELOPER IMPROVEMENTS;
- k) delays in construction of the DEVELOPER IMPROVEMENTS;
- l) payment by DEVELOPER for any required costs or assessments;
- m) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2. NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim.

13.3. DEFENSE OF CLAIM. Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Section 13.1, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14
CITY REMEDIES UPON DEVELOPER DEFAULT

14.1. CITY REMEDIES. If a 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 thirty (30) days to cure the DEVELOPER DEFAULT. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT, 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 DEVELOPMENT AGREEMENT;
- b) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c) the CITY may collect on the irrevocable letter of credit ("LOC") or cash deposit pursuant to Article 15 hereof;
- d) the CITY may suspend or deny building and occupancy permits for buildings within the FINAL PLAT;
- e) 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 (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT 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.

14.3. 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 DEVELOPMENT 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.

14.4. EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a right to cure the DEVELOPER DEFAULT, in the event of an emergency as determined by the CITY ENGINEER or CITY PUBLIC WORKS DIRECTOR, 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 right to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

CITY: Dave Adams 651.755.1207

DEVELOPER: John Dobbs 612.747.1463

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 15 **FINANCIAL OBLIGATIONS**

15.1. DEVELOPER'S LETTER OF CREDIT AMOUNT. Prior to release of the FINAL PLAT for recording, the DEVELOPER shall deposit with the CITY an irrevocable LOC for the amounts required in Exhibit G. In lieu of an irrevocable LOC, DEVELOPER may deposit cash or other security acceptable to CITY.

All cost estimates shall be acceptable to the CITY ENGINEER. The bank and form of the irrevocable LOC shall be subject to approval by the CITY Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable LOC shall be for a term ending 2 years after acceptance of the public improvements by the CITY, that may be supplied in a letter of credit for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates until the end of the 2-year warranty period, and further provided that the irrevocable 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 irrevocable LOC shall secure compliance by the DEVELOPER with the terms of this DEVELOPMENT AGREEMENT. The CITY may draw down on the irrevocable LOC or cash deposit, without any further notice than that provided in Section 14.1 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 LOC will be allowed to lapse prior to two (2) years after acceptance by the CITY.

The CITY shall use the LOC proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS to be constructed to the extent practicable; if the CITY ENGINEER determines that such DEVELOPER IMPROVEMENTS have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable LOC may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2. LOC RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. The DEVELOPER may request that the LOC or cash deposits required by the DEVELOPMENT AGREEMENT be reduced during the DEVELOPMENT PROJECT pursuant to the following steps:

1. DEVELOPER provides CITY with written documentation of completed and paid work.
2. CITY ENGINEER reviews and recommends approval of percentage reduction in LOC or cash deposit equal to completed and paid for work.
3. CITY Council may approve reduction.

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post an irrevocable LOC, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. 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.

15.3. DEVELOPER'S CASH FEES REQUIREMENT. At the time that the DEVELOPMENT AGREEMENT is approved, DEVELOPER shall deposit cash with the CITY for the fees required in Exhibit G.

15.4. CASH ESCROW REQUIREMENT. The Developer shall reimburse the City for all inspection costs relating to the DEVELOPER 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 **\$30,000** as described in Exhibit G 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.

15.5. BUILDER'S CASH FEES AND CASH ESCROW REQUIREMENTS. DEVELOPER shall notify each BUILDER that certain building permit fees and an escrow shall be required prior to the issuance of a building permit for each lot for those items and in the amount stated on Exhibit H, attached hereto.

ARTICLE 16 **MISCELLANEOUS**

16.1. FUTURE DEVELOPMENT PHASES. The FINAL PLAT includes areas identified as Outlot B, Outlot C, and Outlot D which are intended to be used for PHASE 3 of the Project as depicted on Exhibit F. DEVELOPER shall have six calendar years from date of FINAL PLAT recording to apply for the FINAL PLAT of all future phases of the DEVELOPMENT. Each future phase will require a new Development Agreement or an amendment to this AGREEMENT. Any additional extensions shall be requested in writing pursuant to CITY code § 152.081.

- a) Any modifications to future phases from the approved PRELIMINARY PLAT may require replatting.
- b) DEVELOPER'S costs and fees to the CITY for each future phase, including but not limited to, park dedication, seal coat fee, area charges, letter of credit requirements, and cash escrow for engineering and legal fees, shall be determined and collected at the time of the future phase.
- c) The CITY shall reimburse the DEVELOPER the grading and construction costs for the permanent construction of Headwaters Parkway and related public utilities as depicted on the DEVELOPMENT PLANS to be located on the section of CITY property connecting from the existing Parkway to the DEVELOPMENT PROPERTY as depicted in Exhibit C, approximately 200 feet of roadway. The CITY shall not reimburse the DEVELOPER the costs for the construction or installation of the temporary roadway, including any necessary repairs to the temporary roadway during the construction of future development phases.
 - i. Process for Reimbursement: The DEVELOPER shall provide to the CITY itemized invoices, statements, scope of work proposals and bids, and any other documentation requested by the CITY to confirm an accurate accounting of the reimbursable costs for the grading or construction of the permanent roadway.

- d) Public infrastructure shall be considered for acceptance by the CITY after completion of all the phases of the project. The CITY may grant an exception for public infrastructure that is totally complete, for example, a public street may be accepted after the entire street is completed.

16.2. CITY'S DUTIES. The terms of this DEVELOPMENT AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS.

16.3. ADDITIONAL IMPROVEMENTS. If the DEVELOPER fails to construct the DEVELOPER IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw on the irrevocable LOC or cash deposit. If the CITY specially assesses the cost of any portion thereof, then the DEVELOPER hereby waives for itself and its successors in interest any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the FINAL PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

16.4. NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the CITY under this DEVELOPMENT AGREEMENT.

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

16.6. RECORDING. The DEVELOPMENT AGREEMENT and PLAT shall be recorded with the COUNTY Recorder or Registrar of Titles, as the case may be and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording. The CITY shall provide to DEVELOPER, upon written request therefore, releases of lots within the PLAT from the lien of this DEVELOPMENT AGREEMENT as to lots for which the CITY has issued occupancy permits to or for the third-party home purchasers.

16.7. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land in the FINAL PLAT, and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT AGREEMENT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the FINAL PLAT.

16.8. CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party buyer will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT. Upon satisfaction of such requirements by such third-party buyer, the DEVELOPER's obligations hereunder shall terminate. Absent approval of the Council, the

DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

16.9. AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT 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 DEVELOPMENT AGREEMENT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT AGREEMENT, waive compliance by another with any of the covenants contained in this DEVELOPMENT 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 DEVELOPMENT 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 DEVELOPMENT 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.

16.10. GOVERNING LAW. This DEVELOPMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.11. COUNTERPARTS. This DEVELOPMENT 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.

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

16.13. INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT AGREEMENT or if the obligation imposed hereunder upon the DEVELOPER are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the DEVELOPER shall prevail.

16.14. ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license and right of entry to enter the DEVELOPMENT PROPERTY to perform all work and inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS and SITE IMPROVEMENTS.

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

IN WITNESS WHEREOF, the parties have executed this **DEVELOPMENT AGREEMENT**.

CITY:
CITY OF FOREST LAKE

By: _____
Mara Bain
Its Mayor

By: _____
Jolleen Chaika
Its 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

**DEVELOPER:
HEADWATERS LAND GROUP, LLC**

By: _____

Paul Bruggeman

Its: _____

STATE OF _____)

)

ss.

COUNTY OF _____)

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

Notary Public

**THIS INSTRUMENT DRAFTED BY AND
AFTER RECORDING PLEASE RETURN TO:**

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

EXHIBIT A
DEVELOPMENT PROPERTY LEGAL DESCRIPTION

Outlots A

and

Lot 1, Block 1,
Lot 2, Block 1,
Lot 3, Block 1,
Lot 4, Block 1,
Lot 5, Block 1,
Lot 6, Block 1,
Lot 7, Block 1,
Lot 8, Block 1,
Lot 9, Block 1,
Lot 10, Block 1,
Lot 11, Block 1,
Lot 12, Block 1,
Lot 13, Block 1,
Lot 14, Block 1,
Lot 15, Block 1,
Lot 16, Block 1,
Lot 17, Block 1,
Lot 18, Block 1,
Lot 19, Block 1,
Lot 20, Block 1

and

Lot 1, Block 2,
Lot 2, Block 2,
Lot 3, Block 2,
Lot 4, Block 2,
Lot 5, Block 2,
Lot 6, Block 2,
Lot 7, Block 2,
Lot 8, Block 2,
Lot 9, Block 2

and

Lot 1, Block 3,
Lot 2, Block 3,
Lot 3, Block 3,
Lot 4, Block 3,

Lot 5, Block 3,
Lot 6, Block 3,
Lot 7, Block 3,
Lot 8, Block 3,

Hidden Creek Second Addition, Washington County, Minnesota.

DRAFT

EXHIBIT B
FINAL PLAT

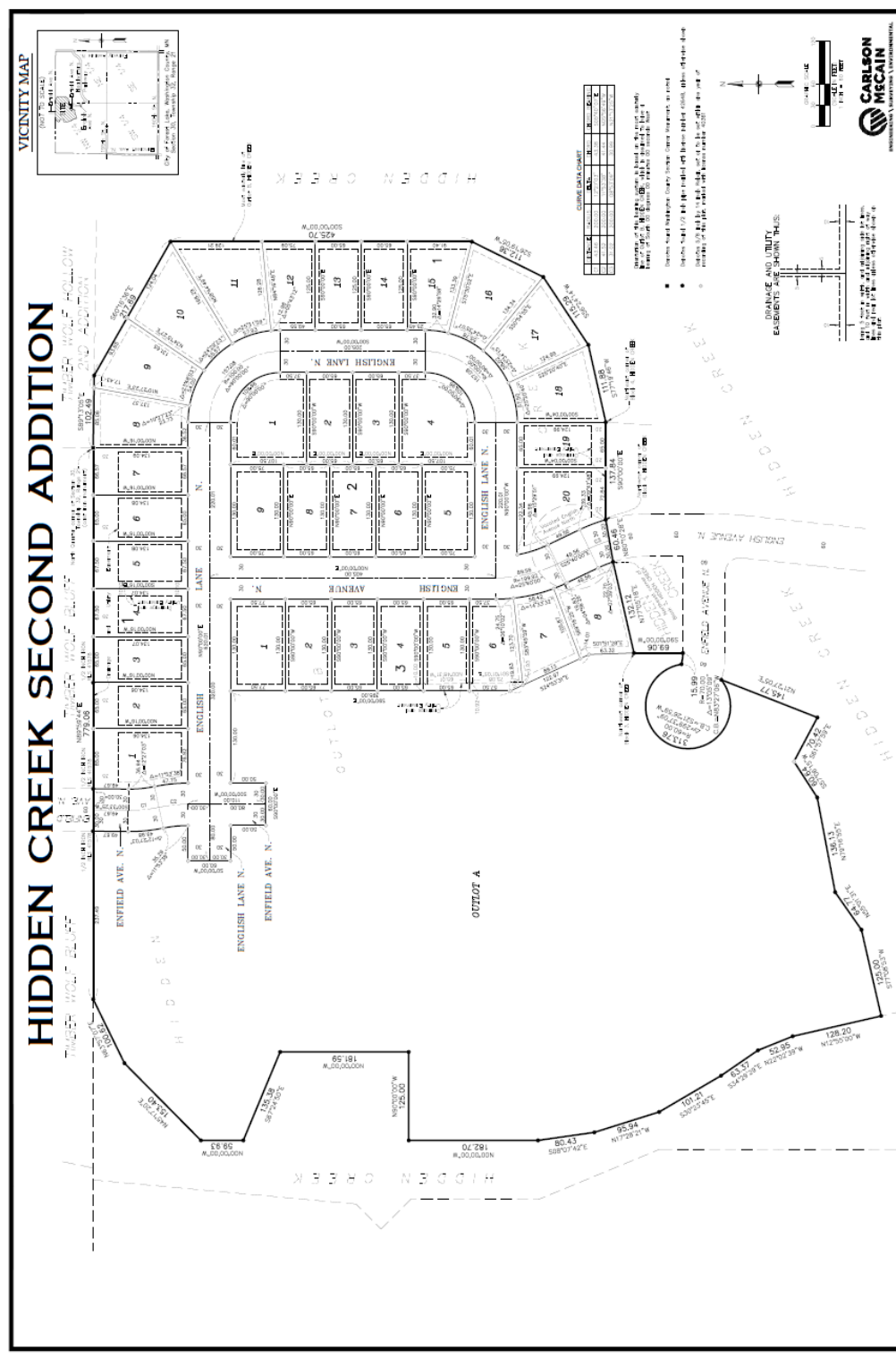


EXHIBIT C
DEVELOPMENT PLANS AND SITE IMPROVEMENTS

See Development Plans as described in the index below. An electronic copy is on file with the City.

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES THE FINAL PLAT TO BE RECORDED.**
 - a) Letter of Credit. DEVELOPER must provide the LOC required in this DEVELOPMENT AGREEMENT.
 - b) All Cash Deposits. DEVELOPER must pay all cash deposits required in this DEVELOPMENT AGREEMENT.
 - c) Planning Fees. DEVELOPER must pay the CITY all planning, engineering review and creation of construction plans and specifications, and legal fees that have been incurred up to the date of approval of this DEVELOPMENT AGREEMENT.
- 2) **SUBDIVISION EROSION CONTROL.** DEVELOPER is responsible for erosion control throughout the FINAL PLAT pursuant to the NPDES permit until all lots in the FINAL PLAT are built upon and until turf is established in each of the individual lots in the FINAL PLAT.
- 5) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit G shall include an appropriate amount as determined by the Director of Public Works to ensure that the DEVELOPER removes any construction debris from streets adjoining the FINAL PLAT and from private properties that adjoin the FINAL PLAT. During the construction of the residences and other improvements within the FINAL PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 6) **MAILBOXES.** The DEVELOPER is responsible for the placement of a mailbox for all the lots within the DEVELOPMENT PROJECT and must comply with the United States Postal Service's mailbox design and placement requirements. The mailboxes must all be of similar design and color within the DEVELOPMENT PROJECT.
- 7) **TRAIL MAINTENANCE.** The CITY shall provide snow removal of transportation trails. If the CITY does not provide snow removal on a trail or sidewalk within the DEVELOPMENT PROJECT, the property owner abutting the trail or sidewalk must remove the snow and/or ice.

EXHIBIT E
PERMITS, LICENSES AND OTHER APPROVALS

1. Any licenses or permits required by the Minnesota Department of Health.
2. NPDES Permit from the MPCA.
3. Permit from Rice Creek Watershed District.
4. Right of Way Permit from the CITY.
5. Grading Permit from the CITY.
6. Any contractor licenses from the CITY or the State of Minnesota.
7. Building Permits from the CITY.
8. Utility permits that may be required from the CITY, State of Minnesota or any utility company.
9. Additional permits as may be required by other public entities or regulators.

EXHIBIT F PHASING AREAS

DEVELOPMENT AREA CHARGES
 JULY 2024
 Forest Lake
 AS GOOD AS IT SOUNDS

HIDDEN CREEK
 CITY OF FOREST LAKE, MINNESOTA

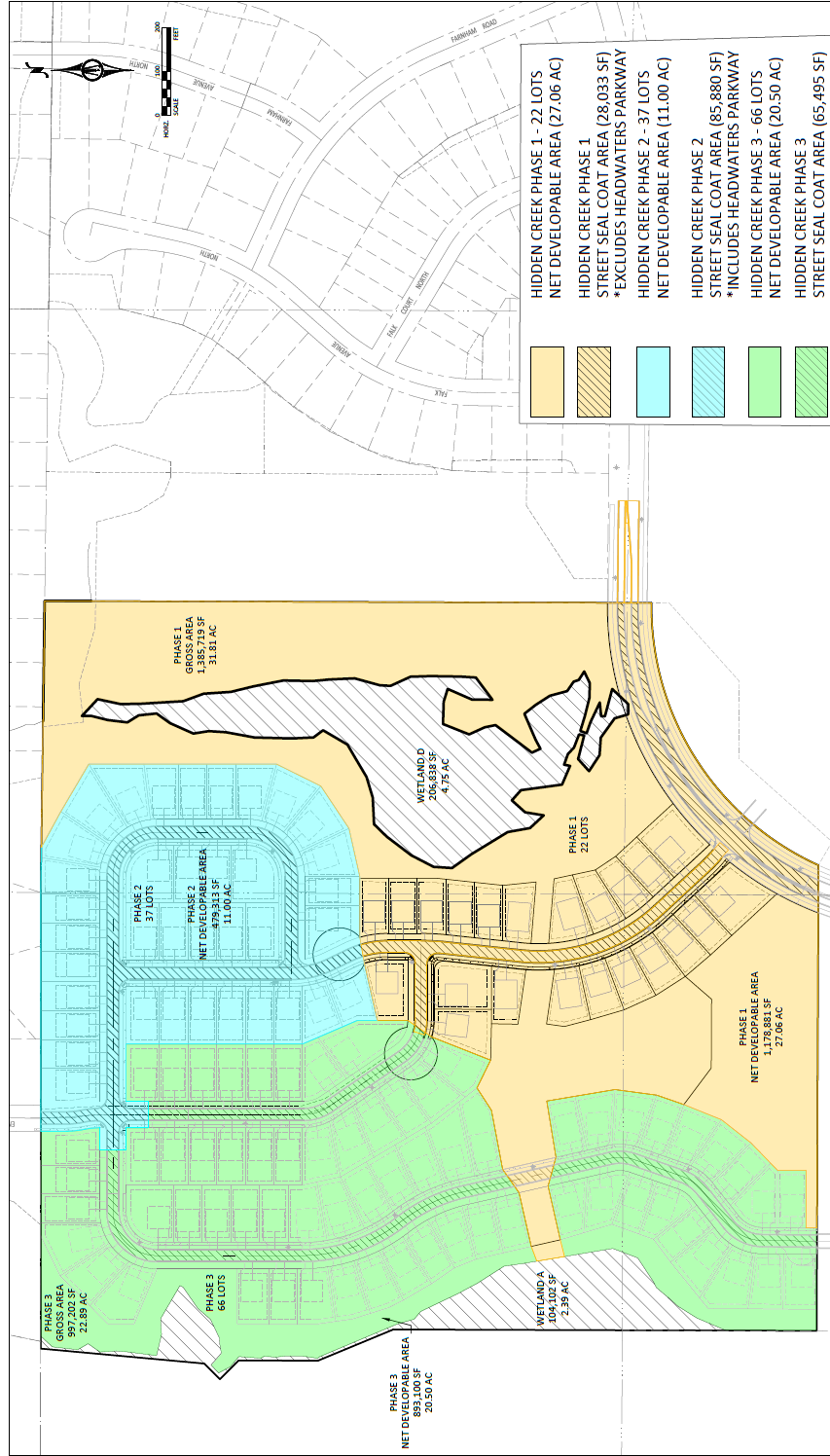


EXHIBIT G
DEVELOPER'S CASH REQUIREMENTS AND
INDIRECT COST CASH ESCROW

Collected upon Plat Execution

Letter of Credit Amount: **\$2,470,000**

Cash Escrow: **\$30,000**

Water System Area Charges for Second Addition: \$5,000/acre x 11.00 acres for a total of **\$55,000**

Sanitary Sewer Area Charges for Second Addition: \$4,000/acre x 11.00 acres for a total of **\$44,000**

Seal Coat Fee for Second Addition: \$0.30/square foot of public road x 85,880 square feet (includes Second Addition and Headwaters Parkway) for a total of **\$25,764**

Parkland Dedication Fee: **\$92,500**

Letter of Credit Cost Estimate (C.W. Houle Bid Prices)

HIDDEN CREEK 2ND ADDITION - UTILITY & STREET IMPROVEMENTS

CITY OF FOREST LAKE, MN

BMI PROJECT NO. 0N1.123780

7/17/2024

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
PART 1 - SANITARY SEWER					
1	8" PVC SDR 35 10-12' W/ SAND BEDDING	1474	LF	\$36.00	\$53,064.00
2	8" PVC SDR 35 12-14' W/ SAND BEDDING	282	LF	\$39.00	\$10,998.00
3	48" SANITARY MANHOLE 0-10' (HDPE RINGS)	9	EA	\$5,240.00	\$47,160.00
4	48" MANHOLE BUILD IN EXCESS OF 10'	14.27	LF	\$310.00	\$4,423.70
5	REMOVE PLUG & CONNECT TO EXISTING SANITARY SEWER MANHOLE	1	EA	\$5,180.00	\$5,180.00
6	8" PLUG	1	EA	\$90.00	\$90.00
7	8X4 SERVICE WYE	36	EA	\$283.00	\$10,188.00
8	4" PVC SCHEDULE 40 SERVICE PIPE W/ SAND BEDDING	1700	LF	\$23.00	\$39,100.00
9	SEWER TEST	1	EA	\$1,170.00	\$1,170.00
10	TELEVISION	1756	LF	\$3.20	\$5,619.20
11	1.5" ROCK	500	TN	\$39.00	\$19,500.00
PART 1 - SANITARY SEWER TOTAL ESTIMATED CONSTRUCTION COSTS:					\$196,492.90
PART 2 - WATERMAIN					
12	6" PVC C900 W/ TRACER WIRE	54	LF	\$35.00	\$1,890.00
13	8" PVC C900 W/ TRACER WIRE	2050	LF	\$43.50	\$89,175.00
14	8" GATE VALVE W/ BOX	6	EA	\$3,410.00	\$20,460.00
15	CONNECT TO EXISTING	2	EA	\$3,390.00	\$6,780.00
16	FIRE HYDRANT W/ GATE VALVE	3	EA	\$8,330.00	\$24,990.00
17	FIRE HYDRANT W/ GATE VALVE (SALVAGED)	1	EA	\$2,230.00	\$2,230.00
18	D.I. FITTINGS	1025	LBS	\$12.30	\$12,607.50
19	1" CORPORATION STOP W/ SERVICE SADDLE	36	EA	\$315.00	\$11,340.00
20	1" CURB STOP AND BOX	36	EA	\$502.00	\$18,072.00
21	1" ENDOPURE HDPE IPS-SIDR 7 SERVICE PIPE	1600	LF	\$17.80	\$28,480.00
22	4" INSULATION	320	SF	\$8.50	\$2,720.00
23	WATER TEST	1	LS	\$1,250.00	\$1,250.00
24	TRACER WIRE	1	LS	\$3,320.00	\$3,320.00
PART 2 - WATERMAIN TOTAL ESTIMATED CONSTRUCTION COSTS:					\$223,314.50
PART 3 - STORM SEWER					
25	12" RCP CL. 5	629	LF	\$50.00	\$31,450.00
26	15" RCP CL. 5	575	LF	\$57.00	\$32,775.00
27	18" RCP CL. 5	343	LF	\$65.00	\$22,295.00
28	24" RCP CL. 3	170	LF	\$89.00	\$15,130.00
29	30" RCP CL. 3	85	LF	\$139.00	\$11,815.00
30	24" X 36" CATCH BASIN	6	EA	\$3,180.00	\$19,080.00
31	48" DIA. CATCH BASIN MANHOLE	10	EA	\$4,490.00	\$44,900.00
32	60" DIA. CATCH BASIN MANHOLE	2	EA	\$7,160.00	\$14,320.00
33	48" DIA. STORM MANHOLE	1	EA	\$4,420.00	\$4,420.00
34	72" DIA. STORM MANHOLE	1	EA	\$9,520.00	\$9,520.00
35	REPLACE CASTING W/ R-3501-TB DRIVEOVER CASTING	1	EA	\$1,430.00	\$1,430.00
36	EROSION CONTROL FOR CATCH BASINS	18	EA	\$265.00	\$4,770.00
37	4" PERFORATED PE DRAINTILE	995	LF	\$12.00	\$11,940.00
38	4" DRAINTILE CLEANOUT	11	EA	\$140.00	\$1,540.00
39	6" PVC DRAINTILE (W/ ROCK & FILTER SOCK)	850	LF	\$26.70	\$22,695.00
40	6" PVC DRAINTILE CLEANOUT	9	EA	\$355.00	\$3,195.00
41	4" DRAINTILE SERVICE STUB (INCL. 4" PVC, WYE & PLUG)	31	EA	\$260.00	\$8,060.00
42	CONNECT TO EXISTING RCP STORM SEWER MANHOLE	3	EA	\$1,770.00	\$5,310.00
PART 3 - STORM SEWER TOTAL ESTIMATED CONSTRUCTION COSTS:					\$264,645.00
PART 4 - STREETS					
43	SUBGRADE PREPARATION	8500	SY	\$1.50	\$12,750.00
44	GEOTEXTILE FABRIC - TYPE V, NON WOVEN SUBGRADE CORRECTION	8500	SY	\$2.70	\$22,950.00
45	20" SELECT GRANULAR BORROW MNDOT 3149.2B2	8500	SY	\$11.40	\$96,900.00
46	10" CL. 5 AGGREGATE BASE	8000	SY	\$13.80	\$110,400.00
47	2.5" BIT. BASE COURSE TYPE SPWEB330C	6250	SY	\$14.90	\$93,125.00
48	1.5" BIT. WEAR COURSE TYPE SPWEA330C (2025)	6250	SY	\$8.40	\$52,500.00
49	TACK COAT	500	GAL	\$2.00	\$1,000.00
50	SURMOUNTABLE CONCRETE CURB & GUTTER	3100	LF	\$15.90	\$49,290.00
51	B618 CONCRETE CURB & GUTTER	850	LF	\$20.60	\$17,510.00
52	CONCRETE VALLEY GUTTER	85	LF	\$97.00	\$8,245.00

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
53	ADJUST CATCH BASIN MANHOLE	14	EA	\$395.00	\$5,530.00
54	ADJUST MANHOLE CASTING	26	EA	\$525.00	\$13,650.00
55	ADJUST GATE VALVE & BOX	12	EA	\$365.00	\$4,380.00
56	6' CONCRETE SIDEWALK (6" THICK W/ 6" CLASS 5)	13500	SF	\$8.60	\$116,100.00
57	PEDESTRIAN RAMP	7	EA	\$1,375.00	\$9,625.00
58	SAWCUT BITUMINOUS	65	LF	\$8.00	\$520.00
59	MILL BITUMINOUS	65	LF	\$9.00	\$585.00
60	BACKFILL CURB & GRADE BOULEVARD	1	LS	\$6,150.00	\$6,150.00
61	SEED & BLANKET	2600	SY	\$1.50	\$3,900.00
62	TURF ESTABLISHMENT	5	AC	\$1,080.00	\$5,400.00
63	CONDUIT CROSSING (UTILITY - 4" PVC SUPPLIED BY SMALL UTILITIES)	500	LF	\$7.50	\$3,750.00
64	REMOVE & DISPOSE OF EXISTING TEMPORARY CUL-DE-SAC	1	LS	\$2,340.00	\$2,340.00
65	R1-1 STOP SIGN	3	EA	\$430.00	\$1,290.00
66	STREET SIGN	3	EA	\$430.00	\$1,290.00
67	TYPE III BARRICADES (PERMANENT BARRICADES)	4	EA	\$380.00	\$1,520.00
68	FUTURE THRU SIGN	2	EA	\$280.00	\$560.00
69	R8-3A SIGN	7	EA	\$180.00	\$1,260.00
PART 4 - STREETS TOTAL ESTIMATED CONSTRUCTION COSTS:					\$642,520.00
SUMMARY					
	PART 1 - SANITARY SEWER TOTAL ESTIMATED CONSTRUCTION COSTS:				\$196,492.90
	PART 2 - WATERMAIN TOTAL ESTIMATED CONSTRUCTION COSTS:				\$223,314.50
	PART 3 - STORM SEWER TOTAL ESTIMATED CONSTRUCTION COSTS:				\$264,645.00
	PART 4 - STREETS TOTAL ESTIMATED CONSTRUCTION COSTS:				\$642,520.00
TOTAL UTILITY & STREET CONTRACT ESTIMATED CONSTRUCTION COSTS:					\$1,326,972.40
ADDITIONAL ITEMS					
	STREET LIGHTING	5	EA	\$ 3,500.00	\$ 17,500.00
	WETLAND BUFFER SIGN, INCLUDING POST AND HARDWARE	15	EA	\$ 310.00	\$ 4,650.00
	PRIVATE UTILITIES	1	LS	\$ 40,000.00	\$ 40,000.00
	MATERIAL & UTILITY TESTING	1	LS	\$ 20,000.00	\$ 20,000.00
	RECORD PLANS	1	LS	\$ 10,000.00	\$ 10,000.00
	SITE GRADING & RESTORATION	1	LS	\$ 50,000.00	\$ 50,000.00
	HEADWATERS PARKWAY IMPROVEMENTS (Estimated Costs Only - Need Contractor Bid Prices for Final Bid Amount)	1	LS	\$ 502,929.00	\$ 502,929.00
TOTAL PROJECT ESTIMATED CONSTRUCTION COSTS					\$1,972,051.40
125% PER IMPROVEMENT AGREEMENT					\$2,465,064.25
LETTER OF CREDIT AMOUNT ENTERED IN IMPROVEMENT AGREEMENT					\$2,470,000.00

EXHIBIT H
BUILDER'S ESCROW REQUIREMENTS
AND CASH REQUIREMENTS

ESCROW

Builder CASH ESCROW	Per Lot
Erosion Control, Grading & Sod	\$5,000
Landscaping and Trees	\$3,500
Property As-built Survey & Corner Replacement	\$1,500
Total CASH ESCROW:	\$10,000

CASH REQUIREMENTS

Building Permit Fees	Per Lot
City SAC	\$3,600
City WAC	\$4,500
City STAC	\$3,600
MCES SAC	Est. \$2,485 (Set by Met. Council, may change)
Grading Plan and As-built Review Fee	Est. \$200.00 or the City's current Building Permit Fee, whichever is greater

*See CITY'S Fee Schedule for current permit rates.



Forest Lake

AS GOOD AS IT SOUNDS

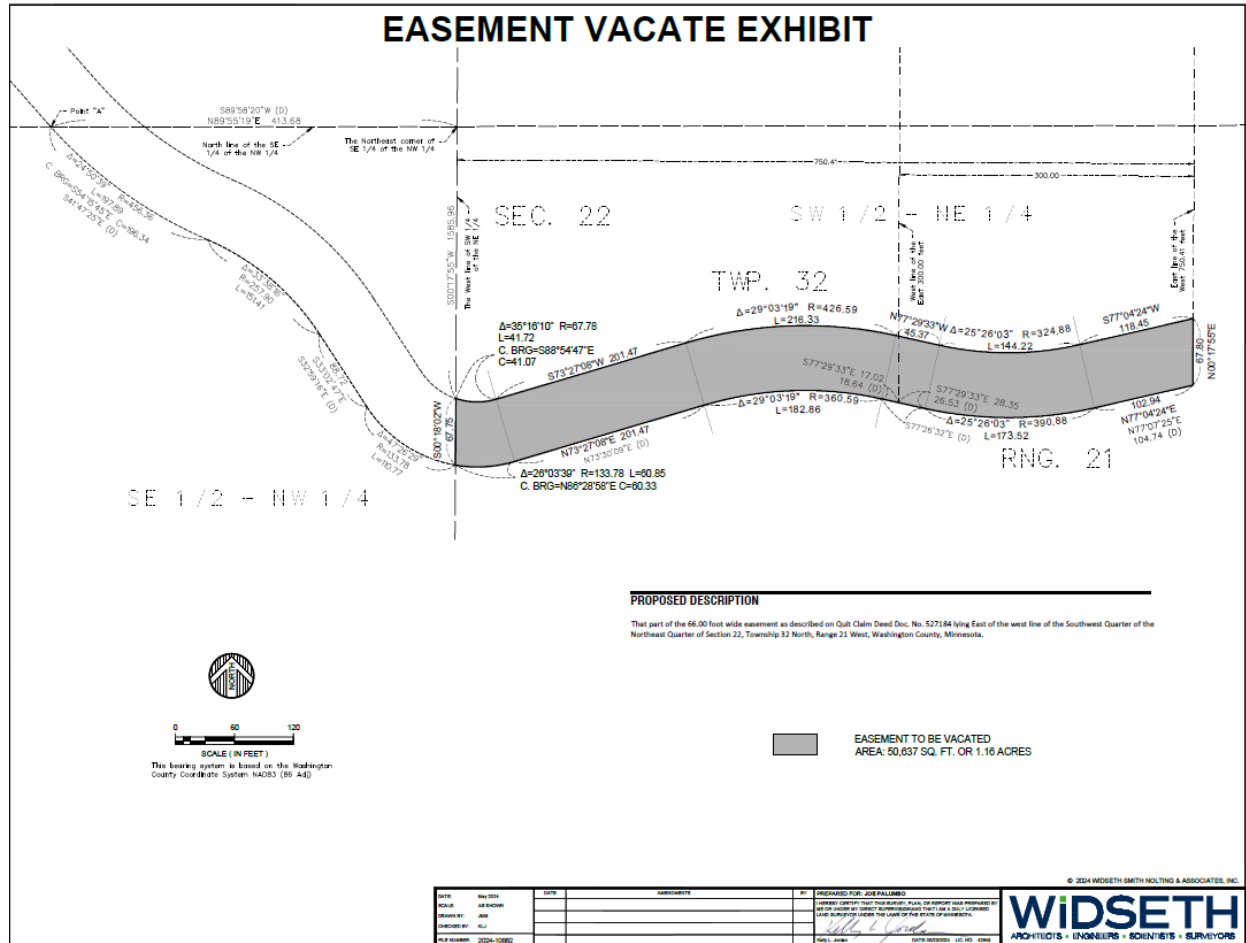
Meeting Date: July 23, 2024
Agenda Item: Vacating a Portion of 207th Street N
To: Mayor & Council
From: City Attorney

BACKGROUND:

Back in 2021, the City entered into a land exchange agreement with Joseph and Dina Palumbo. As part of the exchange, the Palumbo's were to receive an unimproved piece of City land that although initially conveyed to the City for park purposes, was too low to be suitable for use as a public park or any other public interest. In exchange, the Palumbo's were providing the City with a piece of property adjacent to the public boat launch on Shields Lake and \$10,000. Public Works and Engineering would like the piece of property adjacent to the public boat launch at Shields Lake for various public projects.

There were several title issues discovered prior to closing that needed to be resolved before the land exchange could occur. Those title issues have recently been resolved. The final item required to be completed before closing is the vacation the portion of 207th Street North that currently runs through the City parcel. Due to the Palumbo's current ownership of the land surrounding the City parcel, the end of 207th Street will become Palumbo's driveway and therefore no longer a public street. In addition, as part of the land exchange agreement, the City agreed to vacate it.

See the exhibit below of the portion of the street to be vacated:



ISSUE BEFORE COUNCIL:

Hold a public hearing regarding the vacation of a portion of 207th Street North and vote on proposed vacation.

RECOMMENDATIONS:

1. Hold the public hearing regarding the vacation of a portion of 207th Street North.
2. Motion to adopt Resolution 07-23-24-05 vacating a portion of 207th Street North.

ATTACHMENTS:

1. Location Map
2. Council Resolution 07-23-24-05



0 263 Feet



**BOLTON
& MENK**

Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Forest Lake is not responsible for any inaccuracies herein contained.



Forest Lake
AS GOOD AS IT SOUNDS

Map Name

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

RESOLUTION NO. 07-23-24-05

**A RESOLUTION VACATING A PORTION OF 207th Street N.
LOCATED WITHIN THE CITY OF FOREST LAKE, MINNESOTA**

WHEREAS, pursuant to Minn. Stat. § 412.851, on its own motion, with a vote of four-fifths of its members, the City Council may vacate any street, alley, public grounds, public way or any part thereof within the City by Resolution; and

WHEREAS, the City of Forest Lake wishes to vacate a portion of 207th Street North, situated in the City of Forest Lake, County of Washington, State of Minnesota, the portion to be vacated legally described on the attached Exhibit A; and

WHEREAS, a notice of a public hearing on said vacation was duly published and posted in accordance with applicable Minnesota Statutes and a public hearing was held on said vacation at the Forest Lake City Hall, 1408 Lake Street South, Forest Lake, Minnesota; and

WHEREAS, the Forest Lake City Council then proceeded to hear all persons interested in said vacation and all persons interested were afforded an opportunity to present their views and objections to the granting of said vacation; and

WHEREAS, the Forest Lake City Council has determined the vacation would be in the public interest.

NOW, THEREFORE BE IT RESOLVED:

1. That the City of Forest Lake, pursuant to Minn. Stat. § 412.851, hereby vacates a portion of 207th Street North, a public street situated in the City of Forest Lake, County of Washington, State of Minnesota, the portion to be vacated legally described on the attached Exhibit A.
2. That said vacation has no relationship to the City's Comprehensive Plan and therefore the Forest Lake City Council has dispensed with the requirements of Minn. Stat. § 462.356, Subd. 2, that may require the Forest Lake Planning Commission to perform a Comprehensive Plan compliance review of said vacation that may constitute a disposal of real property pursuant to § 462.356, Subd. 2.
3. That the City Clerk shall prepare a notice to be presented to the Washington County Auditor reflecting the completion of the proceedings herein.

Adopted by the City Council of Forest Lake on the 23rd day of July, 2024.

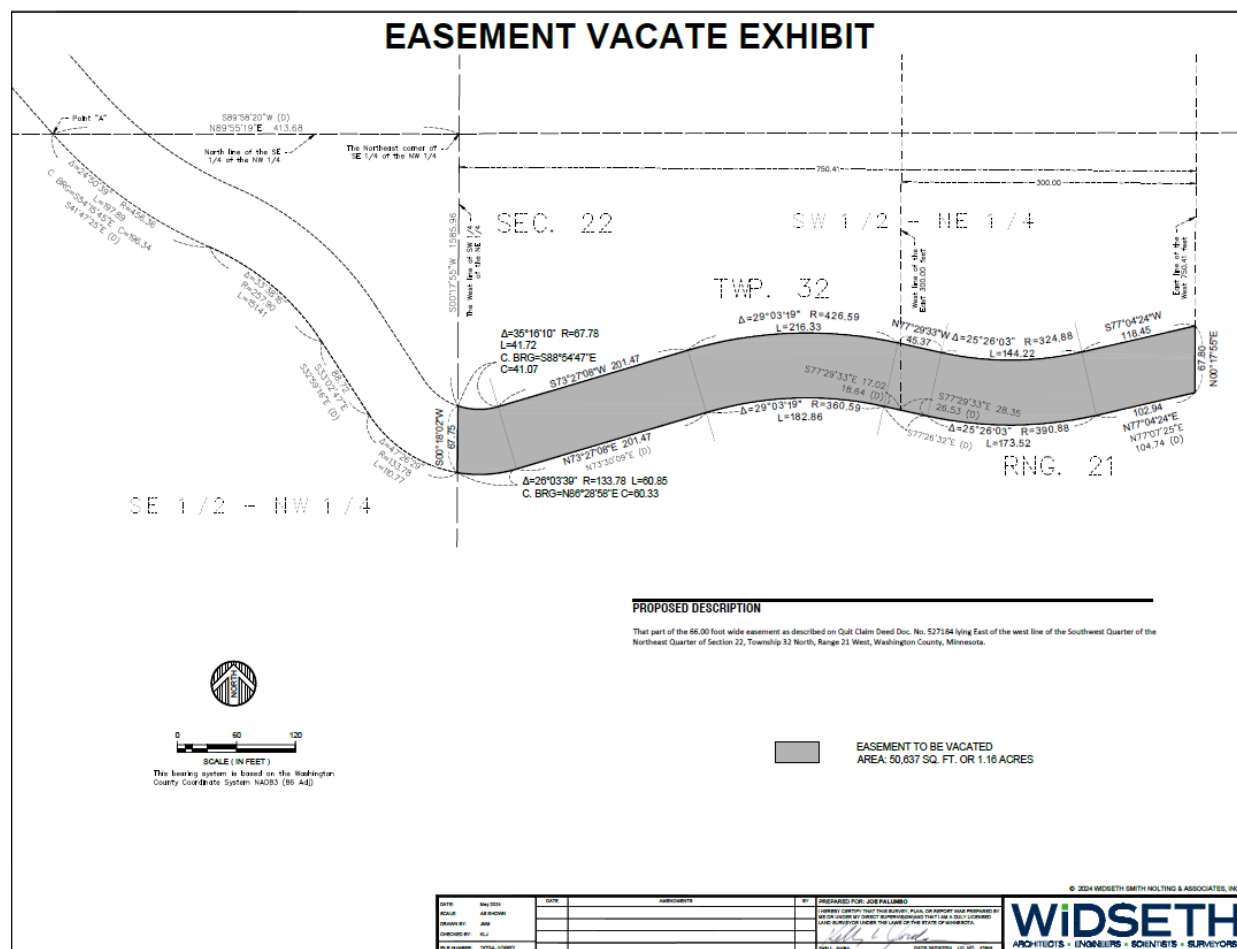
By: _____
Mara Bain
Mayor

Jolleen Chaika, City Clerk

EXHIBIT A

LEGAL DESCRIPTION AND EXHIBIT OF THE PORTION OF 207TH STREET N. TO BE VACATED

That part of the 66.00 foot easement as described on Quit Claim Deed Document No. 527184, lying East of the west line of the Southwest Quarter of the Northeast Quarter of Section 22, Township 32 North, Range 21 West, Washington County, Minnesota.





Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Resolution 07-23-24-06 Awarding Sale of \$2,390,000 General Obligation Equipment Certificates, 2024A
To: Honorable Mayor and Councilmembers
From: Kevin Knopik, Finance Director

BACKGROUND:

The City's 10-year capital plan was completed and approved in 2023. The 10-year capital plan identifies capital purchases and also identifies funding sources for capital purchases. The City identified issuing Equipment Certificates for the purchase of two fire engines and two plow trucks. At the June 10, 2024 City Council meeting, City Council approved Ehlers, the City's consultant, to start the competitive bid process to issue equipment certificates. Bids were required to be submitted by July 23, 2024. Ehlers and City staff reviewed the bids received and the results will be presented to City Council. The resolution attached will be updated with the information on the approved bidder after the City Council meeting as this information was not available at the time of the City Council packet distribution.

As part of the bond issuance process, the City had a bond rating call. The City has previously held a rating from Standard and Poor's (S&P) of AA+ which is very strong. S&P affirmed the City's rating of AA+ for this debt issuance. S&P also noted that the City has a stable outlook and is on an upward trajectory and envisions a AAA rating in the City's future. This is in large part due to the City implementing the 10-year capital plan and financial management plan.

Attached to this memo is Washington County Auditor's Report of Outstanding Indebtedness at 12/31/2023 for reference. The report shows the total amount of debt outstanding by city in Washington County. It is important to note that this is for reference only and each city has its own specific needs.

The City is also required to not issue debt more than the legal debt margin as set by Minnesota State Law. The legal debt margin is calculated as 3% of the City's estimated taxable market value. The City's legal debt margin was \$98,151,666 at the end of 2023. Only debt that is paid back through property taxes is subject to this limit. At the end of 2023, the City had \$15,707,883 of debt that was applicable to this limit, which calculates out to 16% of the legal debt margin.

PROPOSAL/ANALYSIS:

The funding for these purchases was presented to City Council in the 10-year capital plan and was approved by City Council in 2023. The City has committed to these purchases and if the attached resolution is not approved, the City will need to find alternate funding sources. Details of the sale will be presented at the meeting since the sale occurs the morning of July 23rd, 2024. A new resolution with the issuer and interest rate will be provided at the City Council meeting.

FISCAL IMPACT:

The City will have a tax levy for the next 10 years dedicated to pay back this debt issuance. This new debt levy has been reflected in the financial management plan and in the 10-year capital plan.

OPTIONS:

- Approve the attached resolution.
- Not approve and identify an alternate funding source.

RECOMMENDATIONS:

City staff recommends approving resolution 07-23-24-06 Awarding Sale of \$2,390,000 General Obligation Equipment Certificates, 2024A.

ATTACHMENTS:

- Washington County Auditor's Report of Outstanding Indebtedness at 12/31/2023
- Resolution 07-23-24-06 Awarding Sale of \$2,390,000 General Obligation Equipment Certificates, 2024A

WASHINGTON COUNTY AUDITOR'S REPORT OF OUTSTANDING INDEBTEDNESS AT 12/31/2023

NAME OF GOVERNMENTAL UNIT	1	2	3	BONDS OUTSTANDING DECEMBER 31, 2023							15	14	13	16	18-22	23
	BONDS OUT- STANDING JAN 1, 2023	BONDS ISSUED DURING 2023	BONDS PAID DURING 2023	4	6	7	8	9	10	11	OTHER LONG-TERM INDEBTEDNESS	STATE AID & TAX ANTICIPATION CERTIFICATES	REFUNDING (INC IN BONDS OUTSTANDING)	OTHER SHORT-TERM INDEBTEDNESS	DEBT SERVICE FUNDS	ESCROW ACCOUNT BALANCE
COUNTY:																
WASHINGTON	108,685,000	0	10,625,000	98,060,000	98,060,000	0	0	0	0	0	0	0	57,575,000	0	16,436,235	0
CITIES:																
AFTON See Below	6,367,000	0	1,542,000	4,825,000	4,825,000	0	0	0	0	0	0	0	0	0	995,266	0
BAYPORT	2,145,000	0	220,000	1,925,000	1,190,000	0	0	735,000	0	0	0	0	0	0	0	0
BIRCHWOOD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COTTAGE GROVE	37,190,000	7,815,000	3,285,000	41,720,000	23,615,000	290,000	16,010,000	0	0	1,805,000	0	0	4,835,000	0	3,894,012	0
DELLWOOD	670,000	3,240,000	330,000	3,580,000	3,580,000	0	0	0	0	0	0	0	0	0	98,166	0
FOREST LAKE	36,700,000	0	2,635,000	34,065,000	34,065,000	0	0	0	0	0	0	0	12,595,000	0	2,253,360	0
GRANT	1,110,000	0	69,000	1,041,000	0	0	1,041,000	0	0	0	0	0	0	0	442,469	0
HASTINGS See Below	23,685,000	4,095,000	2,940,000	24,840,000	2,370,000	1,085,000	14,515,000	6,775,000	0	95,000	0	0	0	0	0	0
HUGO	16,235,000	0	500,000	15,735,000	15,555,000	0	180,000	0	0	0	0	0	0	0	1,135,500	0
LAKE ELMO	58,935,000	5,410,000	4,805,000	59,540,000	13,245,000	0	18,180,000	28,115,000	0	0	0	0	0	0	4,877,820	0
LAKELAND	615,000	0	125,000	490,000	0	295,000	0	195,000	0	0	0	0	0	0	196,597	0
LAKELAND SHORES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LAKE ST CROIX BEACH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LANDFALL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MAHTOMEDI	22,305,000	0	2,875,000	19,430,000	0	0	19,430,000	0	0	0	0	0	0	0	4,692,177	0
MARINE See Below	810,000	0	30,000	780,000	780,000	0	0	0	0	0	0	0	0	0	0	0
NEWPORT See Below	15,020,000	0	1,120,000	13,900,000	6,370,000	0	5,850,000	1,680,000	0	0	0	0	840,000	0	13,900,000	0
OAKDALE	23,195,000	2,860,000	2,890,000	23,165,000	500,000	3,290,000	18,975,000	400,000	0	0	0	0	465,000	0	0	0
OAK PARK HEIGHTS	3,995,000	0	755,000	3,240,000	2,605,000	0	0	635,000	0	0	0	0	0	0	474,089	0
PINE SPRINGS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ST MARY'S POINT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ST PAUL PARK	5,085,000	507,000	524,000	5,068,000	365,000	0	3,665,000	507,000	0	531,000	0	0	1,090,000	0	1,245,703	0
SCANDIA See Below	3,075,000	0	295,000	2,780,000	2,780,000	0	0	0	0	0	0	0	0	0	93,043	0
STILLWATER	30,485,000	4,955,000	4,275,000	31,165,000	25,150,000	1,645,000	0	640,000	3,730,000	0	0	0	5,375,000	0	16,769,669	308,530
WHITE BEAR LAKE	31,110,000	10,000,000	1,510,000	39,600,000	21,140,000	1,785,000	13,560,000	0	3,115,000	0	0	0	0	0	2,718,529	0
WILLERNIE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WOODBURY	46,635,000	0	3,575,000	43,060,000	29,290,000	0	13,770,000	0	0	0	3,609,272	0	6,220,000	0	8,431,025	0
CITY TOTAL	365,367,000	38,882,000	34,300,000	369,949,000	187,425,000	8,390,000	125,176,000	39,682,000	6,845,000	2,431,000	3,609,272	0	31,420,000	0	62,217,425	308,530
TOWNSHIPS:																
BAYTOWN	812,901	0	124,211	688,690	688,690	0	0	0	0	0	0	0	0	0	0	0
DENMARK	3,400,000	0	215,000	3,185,000	3,185,000	0	0	0	0	0	0	0	0	0	0	0
GREY CLOUD ISLAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STILLWATER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WEST LAKELAND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOWNSHIP TOTAL	4,212,901	0	339,211	3,873,690	3,873,690	0	0	0	0	0	0	0	0	0	0	0

Extract of Minutes of Meeting
of the City Council of the City of
Forest Lake, Washington County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Forest Lake, Minnesota, was duly held in the City Hall in the City on Tuesday, July 23, 2024, commencing at 7:00 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's \$2,390,000 General Obligation Equipment Certificates, Series 2024A.

The City Finance Director presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Certificates. The proposals were as set forth in **Exhibit A** attached.

After due consideration of the proposals, Member _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. 07-23-24-06

A RESOLUTION AWARDED THE SALE OF \$2,390,000 GENERAL OBLIGATION EQUIPMENT CERTIFICATES, SERIES 2024A; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council of the City of Forest Lake, Washington County, Minnesota (the “City”) as follows:

Section 1. Sale of Certificates.

1.01 Authorization. It is hereby determined that:

(a) the City is authorized by Minnesota Statutes, Chapter 475 and Section 412.301 (collectively, the “Act”) to issue its \$2,390,000 General Obligation Equipment Certificates, Series 2024A (the “Certificates”) on such terms and in such manner as the City determines to finance the acquisition of items of capital equipment (the “Equipment”), subject to certain limitations contained in the Act;

(b) as required by the Act, (i) the expected useful life of each item of Equipment is or will be at least as long as the term of the Certificates; and (ii) the principal amount of the Certificates will not exceed 0.25% of the estimated market value of taxable property in the City for the year 2024, which is the market value as last finally equalized.

(c) it is necessary and expedient to the sound financial management of the affairs of the City to issue the Certificates pursuant to the Act to provide financing for the Equipment.

(d) the City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Certificates because the City has retained Ehlers and Associates, Inc. as an independent municipal advisor in connection with the sale of the Certificates. The actions of the City staff and its municipal advisor in negotiating the sale of the Certificates are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____, _____ (the “Purchaser”) to purchase the Certificates of the City described in the Terms of Proposal is hereby found and determined to be a reasonable offer and is hereby accepted. The successful proposal is to purchase the Certificates at a price of (par amount of \$2,390,000, plus a premium of \$_____ and less an underwriter’s discount of \$_____), for Certificates bearing interest as follows:

Year	Interest Rate	Year	Interest Rate
2026	%	2031	%
2027		2032	
2028		2033	
2029		2034	
2030		2035	

1.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created or deposited in the Capital Fund hereinafter created, as determined by the City Finance Director after consultation with the City's municipal advisor. The City Finance Director is directed to retain the good faith deposit of the Purchaser, pending completion of the sale of the Certificates. The Mayor and City Clerk are authorized to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.

1.04. Terms and Principal Amounts of the Certificates. The City will forthwith issue and sell the Certificates pursuant to the Act in the total principal amount of \$2,390,000, originally dated the date of delivery, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 and upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2026	\$165,000	2031	245,000
2027	215,000	2032	255,000
2028	220,000	2033	265,000
2029	230,000	2034	275,000
2030	235,000	2035	285,000

As may be requested by the Purchaser, one or more term Certificates (the "Term Certificates") may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Certificate(s).

1.05. Optional Redemption. The City may elect on February 1, 2032, and on any day thereafter to prepay Certificates maturing on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Certificates of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01. Registered Form. The Certificates will be issued only in fully registered form. The interest thereon and, upon surrender of each Certificate, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Certificate will be dated as of the last interest payment date preceding the date of authentication to which interest on the Certificate has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Certificate will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Certificate will be dated as of the date of original issue. The interest on the Certificates is payable on February 1 and August 1 of each year, commencing August 1, 2025, to the registered owners thereof of record as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint, and will maintain, a certificate registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a certificate register in which the Registrar provides for the registration of ownership of Certificates and the registration of transfers and exchanges of Certificates entitled to be registered, transferred or exchanged.

(b) Transfer of Certificates. Upon surrender for transfer of any Certificate duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Certificates of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Certificates. Whenever any Certificates are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Certificates of a like aggregate principal amount and maturity, as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. All Certificates surrendered upon any transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Certificate is presented to the Registrar for transfer, the Registrar may refuse to transfer the Certificate until the Registrar

is satisfied that the endorsement on the Certificate or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Certificate is at any time registered, as of the applicable record date, in the certificate register as the absolute owner of such Certificate, whether the Certificate is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Certificate and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Certificate to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Certificates sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Certificates. If a Certificate becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Certificate of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Certificate or in lieu of and in substitution for any Certificate destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Certificate destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that the Certificate was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to the Registrar and as provided by law, in which both the City and the Registrar must be named as obligees. Certificates so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Certificate has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Certificate prior to payment.

(i) Redemption. In the event any of the Certificates are called for redemption, written notice thereof identifying the Certificates to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 and not more than 60 days prior to the redemption date to the registered owner of each Certificate to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Certificates. Certificates so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Mayor and the City Clerk are

authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Certificates in its possession to the successor Registrar and deliver the certificate register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Certificates will be prepared under the direction of the City Finance Director and executed on behalf of the City by the signatures of the Mayor and the City Clerk, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Certificates ceases to be such officer before the delivery of any Certificate, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Certificate will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Certificate has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Certificates need not be signed by the same representative. The executed certificate of authentication on a Certificate is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Certificates have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Certificate.

3.01. Execution of the Certificates. The Certificates will be printed or typewritten in substantially the form set forth in **Exhibit B** attached hereto.

3.02. Approving Legal Opinion. The City Finance Director is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Certificate.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Capital Fund. The City hereby creates the "General Obligation Equipment Certificates, Series 2024A Construction Fund" (the "Construction Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. Proceeds of the Certificates, less the appropriations made in Section 4.02 hereof, will be deposited in the Capital Fund. From the Capital Fund, there shall be paid all costs of issuing the Certificates and all costs and expenses of

the acquisition and installation of the Equipment, including all costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in said account shall be used for no other purpose except as otherwise provided by law. Any balance remaining in the Capital Fund after completion of the acquisition and installation of the Equipment and the costs thereof paid, may be used as provided in Minnesota Statutes, section 475.65, under the direction of the City Council. Thereafter, the Capital Fund is to be closed and any remaining balances therein and any Taxes are to be deposited in the Debt Service Fund.

4.02 Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Certificates, and to provide adequate and specific security for the Purchaser and holders from time to time of the Certificates, there is hereby created a special fund to be designated the “General Obligation Equipment Certificates, Series 2024A Debt Service Fund (the “Debt Service Fund”). The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City until all of the Certificates and the interest thereon have been fully paid. Amounts in the Debt Service Fund are irrevocably pledged to the Certificates. To the Debt Service Fund, there is hereby pledged and irrevocably appropriated and there will be credited: (A) the proceeds of ad valorem taxes herein or hereafter levied (the “Taxes”); (B) capitalized interest financed from Certificate proceeds, if any; (C) the amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (D) all investment earnings on funds in the Debt Service Fund; and (E) any and all other moneys which are properly available and are appropriated by the City Council to the Debt Service Fund. If a payment of principal or interest on the Certificates becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from other funds of the City, and such fund will be reimbursed for those advances out of the proceeds of Taxes when collected.

4.03. Pledge of Taxes. For the purpose of paying the principal of and interest on the Certificates, there is levied a direct annual irrevocable ad valorem tax (the “Taxes”) upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such Taxes will be credited to the Debt Service Fund above provided and will be in the years (being each year of collection) and amounts as set forth in **Exhibit C**. It is hereby determined that the estimated collections the foregoing Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Certificates.

4.04. Certification to County Auditor as to Debt Service Fund Amount. It is determined that the estimated collection of the foregoing taxes will produce at least 5% in excess of the amount needed to meet when due, the principal and interest payments on the Certificates. The tax levy herein provided is irrevocable until all of the Certificates are paid, provided that at the time the City makes its annual tax levies, the City Finance Director may certify to the County Director of Property Records and Taxpayer Services of Washington County (the “County Auditor”) the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.05. County Auditor Certificate as to Tax Levy and Registration. The City Finance Director is authorized and directed to file a certified copy of this resolution with the County Auditor and to obtain the certificate required by Minnesota Statutes, Section 475.63.

4.06. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Certificates, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Certificates and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Certificates, certified copies of proceedings and records of the City relating to the Certificates and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Certificates, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts and representations stated therein.

5.02. Certification as to Official Statement. The Mayor, City Administrator, City Clerk, and Finance Director, or any of them, are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Certificates and that to the best of their knowledge and belief the Official Statement is , as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement as it relates to the City.

5.03. Other Certificates. The Mayor, City Administrator, City Clerk, and Finance Director, or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Certificates or the organization of the City or incumbency of its officers, at the closing the Mayor, City Administrator, City Clerk, and Finance Director, or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Certificates.

5.04. Electronic Signatures. The electronic signature of the Mayor, City Administrator, City Clerk, and Finance Director, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process;

and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

5.05 Payment of Costs of Issuance. The City authorizes the Purchaser to deposit the amount of Certificate proceeds allocable to the payment of issuance expenses being paid on the closing date in accordance with the closing memorandum prepared by City’s municipal adviser, Ehlers & Associates, Inc. for further distribution by Ehlers & Associates, Inc.

Section 6. Tax Covenant.

6.01. Tax-Exempt Certificates. The City covenants and agrees with the holders from time to time of the Certificates that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Certificates to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Certificates.

6.02. No Rebate Required. (a) The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Certificates under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Certificates and the rebate of excess investment earnings to the United States, if the Certificates do not qualify for the small issuer exception to the federal arbitrage rebate requirements.

(b) For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the City finds, determines and declares that the aggregate face amount of all tax-exempt obligations (other than private activity obligations) issued by the City (and all subordinate entities of the City) during the calendar year in which the Certificates are issued is not reasonably expected to exceed \$5,000,000, within the meaning of Section 148(f)(4)(D) of the Code.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Certificates or the Equipment financed by the Certificates or to cause or permit them or any of them to be used in such a manner as to cause the Certificates to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Certificates as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Certificates are not “private activity bonds” as defined in Section 141 of the Code;

(b) the City hereby designates the Certificates as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2024 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2024 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Certificates will be initially issued in the form of a separate single typewritten or printed fully registered Certificate for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Certificate will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Certificates will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Certificates registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Certificates as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Certificates, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Participant or any other person (other than a registered owner of Certificates, as shown by the registration books kept by the Registrar), of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Certificates, of any amount with respect to principal of, premium, if any, or interest on the Certificates. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Certificate is registered in the registration books kept by the Registrar as the holder and absolute owner of such Certificate for the purpose of payment of principal, premium and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificates, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Certificates only to or on the order of the respective registered owners, as shown in the registration

books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of Certificates, as shown in the registration books kept by the Registrar, will receive a certificated Certificate evidencing the obligation of this resolution. Upon delivery by DTC to the City Finance Director of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Finance Director will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Certificates and notices with respect to the Certificates. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Certificates will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Certificates that they be able to obtain Certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Certificates. In such event the City will issue, transfer and exchange Certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Certificates at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Certificate is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Certificate and all notices with respect to the Certificate will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not an event of default with respect to the Certificates; however, any Certificate holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

8.02. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and City Clerk and dated the date of issuance and delivery of the Certificates, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all Certificates and all accrued interest thereon, have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Certificates will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Certificates will remain in full force and effect. The City may discharge Certificates which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Certificate and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Certificate should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
)
 COUNTY OF WASHINGTON) ss.
)
 CITY OF FOREST LAKE)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Forest Lake, Washington County, Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on July 23, 2024 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of \$2,390,000 General Obligation Equipment Certificates, Series 2024A of the City.

WITNESS My hand of the City this ____ day of _____, 2024.

City Clerk
 Forest Lake, Minnesota

EXHIBIT A
PROPOSALS

EXHIBIT B**FORM OF CERTIFICATE**

No. R-____ UNITED STATES OF AMERICA \$_____
STATE OF MINNESOTA
COUNTY OF WASHINGTON
CITY OF FOREST LAKE

**GENERAL OBLIGATION EQUIPMENT CERTIFICATE OF
INDEBTEDNESS, SERIES 2024A**

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	August 1, _____	August 15, 2024	

Registered Owner: Cede & Co.

The City of Forest Lake, Minnesota, a duly organized and existing municipal corporation in Washington County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Rate specified above (calculated on the basis of a 360-day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2025, to the person in whose name this Certificate is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

This Certificate is one of an issue in the aggregate principal amount of \$2,390,000 all of like original issue date and tenor, except as to number, denomination, maturity date, redemption privilege and interest rate, issued pursuant to a resolution adopted by the City Council on July 23, 2024 (the “Resolution”), for the purpose of providing money to finance the acquisition and installation of various items of capital equipment, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 412.301, and the principal hereof and interest hereon are payable primarily from ad valorem taxes, as set

forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Certificate and the City Council has obligated itself to levy ad valorem taxes on all taxable property in the City, which taxes may be levied without limitation as to rate or amount. The Certificates of this series are issued only as fully registered Certificates in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Certificate is transferable upon the books of the City at the principal office of the Certificate Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Certificate Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Certificates of other authorized denominations. Upon such transfer or exchange the City will cause a new Certificate or Certificates to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City may elect on February 1, 2032, and on any date thereafter to prepay Certificates maturing on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Certificates of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The City Council has designated the issue of Certificates of which this Certificate forms a part as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

The City and the Certificate Registrar may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof, whether this Certificate is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Certificate Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Certificate in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Certificate does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Certificate is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Certificate Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Forest Lake, Washington County, Minnesota, by its City Council, has caused this Certificate to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Clerk and has caused this Certificate to be dated as of the date set forth below.

Dated: _____, 2024

CITY OF FOREST LAKE, MINNESOTA

(Facsimile)
City Clerk

(Facsimile)
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Certificates delivered pursuant to the Resolution mentioned within.

CORPORATION

BOND

TRUST

SERVICES

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Certificate, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants
in common

UNIF GIFT MIN ACT _____ Custodian _____
(Cust) (Minor)

TEN ENT -- as tenants
by entireties

under Uniform Gifts or
Transfers to Minors

JT TEN -- as joint tenants with
right of survivorship and
not as tenants in common

Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Certificate and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Certificate on the books kept for registration of the within Certificate, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Certificate Registrar will not effect transfer of this Certificate unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this
Certificate is held by joint account.)

Please insert social security or other
identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Certificate has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of
Registrar

Cede & Co.
Federal ID #13-2555119

EXHIBIT C

<u>Collection Year</u>	<u>Levy Amount</u>
2025	\$
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	

STATE OF MINNESOTA

COUNTY DIRECTOR OF PROPERTY
RECORDS AND TAXPAYER
SERVICES CERTIFICATE AS TO
TAX LEVY AND REGISTRATION

COUNTY OF WASHINGTON

I, the undersigned County Director of Property Records and Taxpayer Services of Washington County, Minnesota, hereby certify that a resolution adopted by the City Council of the City of Forest Lake, Minnesota, on July 23, 2024, levying taxes for the payment of General Obligation Equipment Certificates Series 2024A in the amount of \$2,390,000 dated August 15, 2024, has been filed in my office and said certificates have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2024.

(SEAL)

County Director of Property Records and
Taxpayer Services
Washington County, Minnesota



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Financial Management Plan
To: Honorable Mayor and Councilmembers
From: Kevin Knopik, Finance Director

BACKGROUND:

Over the past couple of years, City staff have developed a 10-year capital plan as part of the City's annual budget process. This plan was formally adopted by City Council in December 2023 and is an important document for the City during the annual budgeting process. To expand on the 10-year capital plan, a financial management plan (FMP) is also needed for the City. The City worked with our financial consultant, Ehlers, to assist with getting the FMP started. The FMP brings in the information from the 10-year capital plan as well as operating projections for the next 10 years. This allows City Council and City staff to see future impacts for decisions made during the annual budget process. The FMP incorporates the 10-year capital plan that has been previously presented to City Council. Additionally, the City having in place FMP and 10-year capital plan are important documents to have when the City issues debt as rating agencies review these documents as part of the bond rating process as these documents show the long-term financial health of the City.

In developing the FMP, the City made the following assumptions:

- Revenues (non-property tax): 2% increase each year
- Local government aid and Franchise fee revenue: remains flat, no increase or decrease
- Expenses: 4% increase each year
- Total tax base increase: 4% each year. 3% from existing tax base inflation and 1% from new growth

ISSUE BEFORE COUNCIL:

What questions does Council have of Mr. Kimmel and City staff? Should any changes be made before it is next presented as part of the 2025 preliminary budget presentation in August?

PROPOSAL/ANALYSIS:

Bruce Kimmel from Ehlers is present tonight to present to City Council the FMP. Mr. Kimmel will be going over the FMP and highlighting different aspects of the FMP and how it is beneficial to City Council and City staff. The FMP includes the projections previously shared with City Council in the 10-year capital plan and the 2025 budget amounts submitted by City staff for the General fund. The FMP reflects a levy increase within City Council direction of 14.36% or under. As shown on line 48, this would result in a \$175 city tax increase on the average home valued at \$375,00. City staff is still working on the 2025 preliminary budget and will be updating the FMP for any changes or direction from City Council for the presentation on August 19, 2024.

FISCAL IMPACT:

As noted in the FMP.

ATTACHMENTS:

- Forest Lake FMP Memo and Summary

Memo

To: City of Forest Lake, Minnesota
From: Bruce Kimmel, Senior Municipal Advisor
Date: July 16, 2024
Subject: **Introduction to 2024 Financial Management Plan Update**

The City of Forest Lake has engaged Ehlers, its public finance advisor, to update the City's financial management plan (FMP). The FMP is a 10-year projection of the significant budget funds that are supported primary with City property tax levies (i.e. not including utility funds):

- General Fund
- Park Dedication Fund
- Capital Improvement Fund
- Capital Equipment Fund
- Building Maintenance Fund
- Economic Development Fund
- Certain Bond Debt Service Funds (Series 2014A, Partial 2019A, and 2024A)

Ehlers updated the FMP to reflect the City's year-end 2023 cash balances, budgeted 2024 revenues and expenses, and the City's recently-adopted 10-year capital financial plan. We also assumed revenue and cost inflation to forecast certain operating line-items, and bond interest rates and repayment terms to estimate debt service for potential City capital financings.

The 2-page summary projection attached to this memo draws information from forecasts for each of the levy-supported City funds noted above. I will review the FMP in some detail at the July 23 City Council meeting but a few key points are as follows:

- Line 4: The general property tax is calculated to produce a balanced general fund each year given the other estimated revenues as well as the estimated expenses. If the City has more non-tax revenues or fewer expenses, the forecasted levy goes down.
- Line 15: Staff additions are drawn from the City's 10-year staffing plan. These additions are predicated on sustained City growth greater than the 4% average annual tax base growth assumed in the FMP. If the City experiences relatively modest growth like 4%, future staff additions – and the cumulative cost thereof – will be less than shown here.
- Line 20: City policy states that the City should strive to maintain General Fund balances equal to 50% of the following year's expenses. We added a new line-item to illustrate how the City might add to its fund balance each year and stay close to its 50% target.

City of Forest Lake, Minnesota
2024 Financial Management Plan
July 16, 2024
Page 2

- Lines 31-33: These estimated levies, together with other revenues, are sized to support all of the equipment acquisitions and improvement projects that are included in the Park Dedication, Capital Improvement, and Capital Equipment portions of the City's 10-year Capital Financial Plan. The Plan assumes a combination of cash and bond-funding.
- Line 37: This estimates future new debt service for all bond-funded capital expenses.
- Line 40: Using all of the above inputs and calculations, the FMP estimates City levy increases of 13.3%, 12.0%, and 5.5% in Fiscal Years 2025 through 2027.
- Line 43: City tax capacity (for local tax capacity rate purposes) assumes 4% average annual growth, as noted previously.

The FMP should be updated annually and is intended for City staff use in testing different combinations of future operating and capital budget assumptions, as well as various tax base growth forecasts as appropriate. This ongoing scenario building and evaluation will keep the FMP relative as a useful City long-range fiscal planning and annual budgeting tool.

Please contact me at (651) 697-8572 or bkimmel@ehlers-inc.com with any questions about this memo, and thank you for the opportunity to be of assistance to the City of Forest Lake.

CITY OF FOREST LAKE, MINNESOTA
FINANCIAL MANAGEMENT PLAN
LONG RANGE BUDGET PROJECTIONS

07/16/24

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		Inflation Assumptions									
1	Revenues (Most Non-Property Tax)	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
2	LGA and Franchise Fees	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
3	Expenses	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%

CASH FLOW ANALYSIS	GENERAL FUND	2024 BUDGET	2025	2026	2027	2028	2029	2030	2031	2032	2033
			PROJECTED								
	REVENUE										
	4 GENERAL PROPERTY TAX	10,204,674	11,131,116	12,614,897	13,399,117	14,534,608	15,092,235	16,292,898	16,897,532	17,917,111	18,572,649
	5 LICENSES & PERMITS, FEES	556,000	558,900	570,078	581,480	593,109	604,971	617,071	629,412	642,000	654,840
	6 LOCAL GOVERNMENT AID (LGA)	57,755	-	-	-	-	-	-	-	-	-
	7 INTERGOVERNMENTAL	468,000	508,000	508,000	508,000	508,000	508,000	508,000	508,000	508,000	508,000
	8 FRANCHISE FEES	-	-	-	-	-	-	-	-	-	-
	9 CHARGES FOR SERVICES	864,871	987,887	1,007,645	1,027,798	1,048,354	1,069,321	1,090,707	1,112,521	1,134,772	1,157,467
	10 FINES & FORFEITS	71,500	91,000	92,820	94,676	96,570	98,501	100,471	102,481	104,530	106,621
11 INTEREST EARNINGS	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	95,000	
12 CONTRIBUTIONS AND DONATIONS	-	-	-	-	-	-	-	-	-	-	
13 OTHER MISCELLANEOUS	70,130	83,020	84,680	86,374	88,101	89,864	91,661	93,494	95,364	97,271	
14 TOTAL REVENUE	12,387,930	13,454,923	14,973,120	15,792,445	16,963,743	17,557,892	18,795,808	19,438,440	20,496,778	21,191,849	
EXPENSES											
15 STAFF ADDITIONS	-	-	740,000	1,010,000	1,610,000	1,610,000	2,230,000	2,230,000	2,620,000	2,620,000	
16 GENERAL GOVERNMENT	3,034,518	3,228,898	3,358,054	3,492,376	3,632,071	3,777,354	3,928,448	4,085,586	4,249,009	4,418,970	
17 PUBLIC SAFETY	6,863,378	7,385,595	7,681,019	7,988,260	8,307,790	8,640,102	8,985,706	9,345,134	9,718,939	10,107,697	
18 PUBLIC WORKS	1,374,941	1,357,987	1,412,306	1,468,799	1,527,551	1,588,653	1,652,199	1,718,287	1,787,018	1,858,499	
19 CULTURE & RECREATION	1,115,093	1,232,443	1,281,741	1,333,010	1,386,331	1,441,784	1,499,455	1,559,434	1,621,811	1,686,683	
20 MAINTAIN GENERAL FUND RESERVE AT ROUGHLY 50%	-	250,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	
21 TOTAL EXPENSES	12,387,930	13,454,923	14,973,120	15,792,445	16,963,743	17,557,892	18,795,808	19,438,440	20,496,778	21,191,849	
22 REVENUE OVER (UNDER) EXPENSES	-	-	-	-	-	-	-	-	-	-	
23 Ending General Fund Balance	6,639,422	6,889,422	7,389,422	7,889,422	8,389,422	8,889,422	9,389,422	9,889,422	10,389,422	10,889,422	
24 % of FB to Following Year's Exp (basis for City Policy)	49%	46%	47%	47%	48%	47%	50%	51%	51%	51%	

CITY OF FOREST LAKE, MINNESOTA
FINANCIAL MANAGEMENT PLAN
LONG RANGE BUDGET PROJECTIONS

07/16/24

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		Inflation Assumptions									
1	Revenues (Most Non-Property Tax)	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
2	LGA and Franchise Fees	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
3	Expenses	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
GENERAL FUND		2024 BUDGET	2025	2026	2027	2028	2029 PROJECTED	2030	2031	2032	2033
25	GENERAL FUND OPERATING TAX LEVY	10,204,674	11,131,116	12,614,897	13,399,117	14,534,608	15,092,235	16,292,898	16,897,532	17,917,111	18,572,649
ANNUAL DEBT LEVIES BY BOND ISSUE											
26	Debt Service YMCA (Series 2014A)	628,530	628,753	632,822	630,039	632,218	632,691	632,691	632,218	631,273	628,425
27	Debt Service City Center Refunding (Series 2019A)	1,415,100	1,414,100	1,415,850	1,415,100	1,416,850	1,415,850	1,417,100	1,417,700	1,416,300	1,416,250
28	Debt Service Road Bond (Series 2019A)	344,865	332,063	331,538	330,488	328,913	332,063	329,175	333,795	332,535	328,650
29	Debt Service Equipment Certs (Series 2024A) - Estimated	105,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000	310,000
OTHER SPECIAL TAX LEVIES											
30	Economic Development	157,460	203,989	212,149	220,635	229,460	238,638	248,184	258,111	268,436	279,173
31	Capital Equipment Replacement (401)	950,000	1,035,000	1,120,000	1,205,000	1,290,000	1,375,000	1,460,000	1,545,000	1,630,000	1,715,000
32	Capital Improvement (211)	997,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
33	Park Dedication / Capital (203)	100,000	600,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
34	Building Maintenance Fund	50,000	100,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
35	TOTAL DEBT & SPECIAL LEVIES	4,747,955	5,723,905	5,772,358	5,861,261	5,957,441	6,054,241	6,147,149	6,246,824	6,338,544	6,427,498
36	EXISTING TAX LEVY	14,952,629	16,855,021	18,387,255	19,260,378	20,492,049	21,146,477	22,440,047	23,144,356	24,255,655	25,000,147
37	POTENTIAL ADDITIONAL DEBT LEVY (CIP PROJECTS)	-	-	453,521	653,454	1,572,858	2,565,660	3,253,281	3,943,821	4,731,881	4,770,512
38	ADJUSTMENT FOR FISCAL DISPARITIES DISTRIBUTION	(1,233,055)	(1,316,554)	(1,433,748)	(1,544,386)	(1,567,090)	(1,681,405)	(1,737,642)	(1,816,798)	(1,842,865)	(1,903,338)
39	NET LEVY TO TAXPAYERS	13,719,574	15,538,467	17,407,028	18,369,446	20,497,817	22,030,732	23,955,687	25,271,379	27,144,671	27,867,321
40	TOTAL LEVY INCREASE PERCENTAGE		13.3%	12.0%	5.5%	11.6%	7.5%	8.7%	5.5%	7.4%	2.7%
41	EXISTING TAX BASE	36,472,880	37,567,066	39,069,749	40,632,539	42,257,841	43,948,154	45,706,080	47,534,324	49,435,697	51,413,124
42	NEW TAX CAPACITY	-	364,729	379,318	394,491	410,270	426,681	443,748	461,498	479,958	499,157
43	TOTAL TAX CAPACITY	36,472,880	37,931,795	39,449,067	41,027,030	42,668,111	44,374,835	46,149,829	47,995,822	49,915,655	51,912,281
44											
45	TAX RATE ON TAX CAPACITY	37.616%	40.964%	44.125%	44.774%	48.040%	49.647%	51.909%	52.653%	54.381%	53.682%
46	TAX RATE % CHANGE		8.9%	7.7%	1.5%	7.3%	3.3%	4.6%	1.4%	3.3%	-1.3%
47											
48	City Property Tax for Average Home (\$375,000 in 2024)	1,397	1,572	1,749	1,833	2,028	2,159	2,324	2,428	2,583	2,627
48	\$ tax increase for average home		175	177	84	195	131	166	104	155	44
49	% tax increase for average home		12.5%	11.3%	4.8%	10.6%	6.5%	7.7%	4.5%	6.4%	1.7%
50	Existing Tax Base Inflation/Deflation		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
51	Total Tax Base Increase		4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
52	% from New Growth		1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%

PROPERTY TAX LEVY AND TAX IMPACT





Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Forest Lake Median and Roundabout Refresh Project
To: Honorable Mayor and City Council
From: Dave Adams, Public Works Director

BACKGROUND:

The Forest Lake City Council has placed a priority on improving the landscaping along Broadway Ave, Lake Street, and Roundabouts on Highway 61. Last budget cycle staff was tasked with generating costs on rehabilitating the landscaping including irrigation and costs came in around \$725,000. It was decided by the City Council to move this project/budget discussion out a year. Currently there is a proposed budget funding of \$375,000 in 2025 and \$350,000 in 2026 to complete this project. This estimated cost was generated by factoring in full removal of all landscaping, repairs to irrigation system that have been inoperable for many years and installing back the same identical landscaping. There has been discussion at a staff and City Council level the concerns of short and long-term maintenance and a desire to see if there are other options to fill in the multiple landscaping areas including concrete, turf, whether to use rock or wood mulching, and/or a change in plant species.

ISSUE BEFORE COUNCIL:

Should the City Council accept the proposal and proceed to have Midwest Wetland Improvements LLC ?

PROPOSAL/ANALYSIS:

City Council and staff are aware that the landscaping along Lake, Broadway and the Roundabouts are in need of rehabilitation. Staff would recommend that we go through this design review process to evaluate different ideas including plant selection, different amenities, and factoring long term maintenance. The generation of a master plan for phased implementation will ensure that the City of Forest Lake receives a City and staff supported design that is aesthetically pleasing and maintenance friendly. As you can see from their proposal, MWI has done this type of project in the past and are well qualified to complete this work for the City of Forest Lake

FISCAL IMPACT:

Fiscal impact would be \$12,246 that would be paid for out of reserve dollars in the 211 fund. While these dollars were not budgeted in 2024, this process may reduce the overall budget for the Median Landscape project that is proposed to be \$725,000 in 2025 and 2026 if alterations are made to the final design.

OPTIONS:

1. Approve project proposal
2. Amend and approve project proposal
3. Do not approve proposal

RECOMMENDATIONS:

“Motion to approve contract with Midwest Wetland Improvements in the amount not to exceed \$12,346.”

ATTACHMENTS:

- Proposal from Midwest Wetland Improvements LLC



July 16, 2024

ATTN: Dave Adams
Public Works Director, City of Forest Lake
1408 Lake Street South
Forest Lake MN 55025

RE: Forest Lake Median & Roundabout Landscape Refresh Project

Dear Mr. Adams,

Midwest Wetland Improvements LLC is pleased to present our proposal to the City of Forest Lake to assist you and the City Council with reviewing existing median and roundabout landscaping, reviewing options for redesigning and refreshing the landscaping, and selecting a final design and implementation plan for the selected areas. The attached proposal provides an overview of our background, experience and expertise, and proposed scope of work. In addition, we would like to highlight the following unique qualifications we will provide the City of Forest Lake.

- ***A unique firm with a unique purpose.*** Midwest Wetland Improvements was created with the mission of restoring and protecting the water resources and habitats that are critical to life. The firm is a fusion of landscape architecture and ecology that provides a unique approach to problem solving. Our expertise and experience ranges from landscape architecture design to integrating stormwater management and green infrastructure into the human-built environment.
- ***We understand public clients.*** Through our work with Cities, Counties, watershed management organizations, and nonprofits, we understand the unique contracting needs, review process and timeline, and the varying stakeholder perspectives required to design, construct and complete a variety of projects.
- ***Collaborative approach with our clients to maximize their budgets.*** We will partner to use the services and deliverables that in-house City staff can provide to the extent possible. Then we support those efforts with our expertise to get the project done. We are a small and nimble business with low overhead, and lower rates. And we understand that projects can change as the design evolves. We always work to pivot with changes adjusting the remaining budget as much as possible to accommodate inevitable project changes and discoveries. We take pride in making our client's projects easier.

Thank you for this opportunity to offer our proposal to the City of Forest Lake. Please contact me if you have any questions or need clarification regarding anything presented in our proposal.

Sincerely,

A handwritten signature in black ink that reads "Lucius Jonett".

Lucius Jonett, PLA (MN, WI, ND, IA)
Founder & Landscape Architect

Midwest Wetland Improvements, LLC
Cell: (952) 261-9990
Email lucius@midwestwetlands.com
Web www.midwestwetlands.com

Midwest Wetland Improvements, LLC
P.O. Box 448
Victoria, MN 55386

Dave Adams

Public Works Director - City of Forest Lake

July 16, 2024

Project Background

We understand that the City of Forest Lake Is interested in reviewing the existing plantings in several roundabouts and medians throughout the City and considering what improvements could be made to these landscapes.

City Staff has expressed concerns with the maintenance of these landscape areas and the City would like to consider:

1. Replanting portions of the landscape as a refresh, potentially with different plants that minimize maintenance and provide better resistance to median conditions of heat, drought, salt, and snow throw.
2. Adding new amenities and alternatives for these medians like replacing some or all of the plantings with concrete, turf grass, adding concrete mow strips, or mulch (wood or rock).

The City would like to go through a design review process to evaluate potential ideas and options to come up with a master plan for phased implementation of designs that might be a mix, or a single treatment of the items mentioned above.

Experience & Expertise

Lucius has over 12 years of experience reviewing and designing transportation landscape architecture including:

- Landscaping
- Streetscaping
- Site development
- Traffic-calming
- Integrating stormwater management and green infrastructure into site designs

The most recent experience that directly correlates to this project is when we previously guided the City of Lake Elmo through an identical project in 2020 when Lucius served as the City's consulting landscape architect. As a special project for the City, we redesigned the planting and implementation plan for the 5th Street median to provide native plant species to promote minimum maintenance, reduce irrigation, and increase pollinator habitat as detailed in the original design standard previously created by others. We led 3 commission and council workshops. The first was to review the existing, random, mixed-grid planting plan design standard, gathered design precedence from around the Twin Cities metro, collected Public Works feedback on anticipated maintenance activities and proposed 4 design options to meet enhancement goals. The second workshop reviewed estimated installation and maintenance costs and reduced the 4 original design options down to 2 based on City Council direction. The third and final workshop presented the 2 final concepts, plant palettes, installation and maintenance costs. At the end of the presentation the City Council voted to proceed implementing phase 1 of the revised design standard with uniform, block plantings of native species. Phase 1 was constructed May 2020 with all costs borne by the developer completing the median planting as part of their subdivision development.



Photo 1: City of Lake Elmo 5th street median

Dave Adams

Public Works Director - City of Forest Lake

July 16, 2024

Additional transportation landscape architecture projects include:

- Municipal Parking Lot Reconstruction & Pocket Park Concept Development – New London, MN (2023)
- Kandiyohi County (MN):
 - Park System Master Plan (2020)
 - Diamond Lake New Entrance Master Plan & Reconstruct (2017)
 - Games Lake New Entrance Master Plan & Reconstruct (2016)
- Balsam Lane Streetscape – Dayton, MN (2017)
- Downtown Main Street Revitalization & Streetscape – Rockford, MN (2016)



Photo 2: City of Dayton Balsam Lane streetscape

Proposed Scope of Work

We proposed the following tasks to assist the City with a design review to evaluate potential ideas and options to come up with a master plan for phased implementation of median and roundabout landscaping designs.

Task 1: Site Visit with Public Works

- We would start by reviewing and printing the existing planting and irrigation plans for comparison in the field.
- Then we will schedule an onsite kickoff meeting to tour the medians and roundabouts with public works staff and interested council members to review and discuss project goals, design preferences, and document and evaluate the existing conditions of the plantings.

Deliverables:

- Field notes and photos to be presented during the first design workshop with the City Council.

Assumptions:

- The site visits will be onsite and in person and completed in 4 hours.

Dave Adams

Public Works Director - City of Forest Lake

July 16, 2024

Task 2: Workshop #1 – Existing Design and Precedent Review & 4 Preliminary Design Ideas

- After completing the site visit, we will collect a few new median and roundabout precedent photos near our office to be added to our existing collection of photos from previous projects. Roundabout examples will be photographed from the cities of Carver, Chaska and Minnetrista. Median examples will be photographed from Engler Boulevard (Chaska), Monroe Road (Carver), Jonathan Carver Parkway (Carver), 5th Street (Lake Elmo), Balsam Lane (Dayton), Vicksburg Lane & Peony Lane (Plymouth). These example photos will demonstrate things that are working well, and things that are not working as well, so the Council can see potential outcomes of different design ideas.
- We will also put together plant photos of the existing plant palette for review and input.
- Using the site visit information and the precedent information collected, we will prepare four (4) draft design ideas for planting updates at the project medians and roundabouts based on the feedback we collect from City Staff and Council.
- We will put together a PowerPoint presentation for a Council packet and workshop that includes:
 - A summary of existing conditions in the planted medians and roundabouts
 - A review of precedent photographs from other median and roundabout plantings
 - A review of landscape amenity options and the required maintenance of those amenities
 - The four (4) draft design ideas
 - Preliminary feedback from Public Works staff on what anticipated maintenance activities they can realistically support and the amount of effort, or if they need outside support for those activities.
- We will present the PowerPoint at a City Council workshop and get feedback and direction from the Council and staff on what design directions and amenities to move forward in two design options.

Deliverables:

- PowerPoint presentation for the Council packet and workshop.

Assumptions:

- The presentation at the Council workshop will be in person.

Task 3: Workshop #2 – Two Design Options

- We will take the feedback from the 1st Council workshop to reduce the 4 original design ideas down to 2 design options based on City Council direction.
- We will then prepare installation & maintenance cost estimates for the two design options.
- A review meeting will be scheduled with public works staff to review the 2 design options and cost estimates to get their input on costs, and to understand what maintenance activities staff have capacity to handle in house versus needing to hire externally.
- Once the review meeting with public works staff is completed, we will put together a PowerPoint presentation for a Council packet and workshop that includes:
 - The two (2) refined design options.
 - A photo inventory of the proposed plant palette.
 - Installation and maintenance cost estimates as reviewed with public works staff.
- We will present the PowerPoint at a City Council workshop and get feedback and direction from the Council and staff on what design(s) to finalize.

Deliverables:

- PowerPoint presentation for the Council packet and workshop.

Dave Adams

Public Works Director - City of Forest Lake

July 16, 2024

Assumptions:

- The meeting to review installation and maintenance costs with Public Works staff will be virtual.
- The presentation at the Council workshop will be in person.

Task 4: Workshop #3 – Finalize Design

- The feedback from the 2nd Council workshop will be used to finalize the design as draft sketch plans.
- We will revise the installation and maintenance estimate to match the final sketch plans.
- And we will put together a proposed phasing plan for improvements using any budget information provided in the previous Council workshops and meetings with staff.
- We will put together a PowerPoint presentation for a Council packet and workshop that includes:
 - Final draft design sketch plans.
 - Final draft installation and maintenance cost estimates.
 - Updated photo inventory of the proposed plant palette.
 - Proposed phasing plan for implementation.
- We will present the PowerPoint at a City Council workshop and get feedback and direction from the Council on approving the final design, how to proceed with final design documentation, and a proposed implementation schedule for the phasing plan.
- Requested revisions from the final Council workshop will be completed after the workshop and final documents will be sent to Staff to conclude the planning project.

Deliverables:

- PowerPoint presentation for the Council packet and workshop.
- Final design sketch plans, installation and maintenance estimates, and implementation phasing plan.

Assumptions:

- The presentation at the Council workshop will be in person.
- Construction plans and specifications, bidding assistance and construction oversight of median improvements is additional scope outside of this proposal and will be discussed upon completion of the final design.

Dave Adams

Public Works Director - City of Forest Lake

July 16, 2024

Budget

To assist the City of Forest Lake with the scope of work described above, we anticipate the following budget by task not to exceed **\$12,346.00**. All tasks are ale cart and MWI is open to final discussions on what tasks are required and when prior to signing a contract.

	Personnel			Expenses		Totals
Project Budget	Lucius Jonett PM & Landscape Architect	Landscape Designer	Sara Sutton Admin. Assistant	Travel Mileage	Equipment & Supplies	
\$ Rate per Hour	\$175.00	\$110.00	\$85.00			
Task 1: Site Visit with Dave	6	4	0	\$ 94.00	\$ -	\$ 1,584.00
Task 2: Workshop #1 - Existing Design & Design Precedent	8	10	8	\$ 115.00	\$ -	\$ 3,295.00
Task 3: Workshop #2- Two Design Options	9	13	6	\$ 81.00	\$ -	\$ 3,596.00
Task 4: Workshop #3: Finalize Design	10	17	2	\$ 81.00	\$ -	\$ 3,871.00
Project Totals	33	44	16	\$ 371.00	\$ -	\$ 12,346.00

Schedule

To assist the City of Forest with the scope of work described above, we anticipate completing the project over the course of several City Council workshops as staff and council are available. Workshop dates will be negotiated with the City for final approval.



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Proposals for City Administrator Recruitment
To: Mayor and Council
From: City Attorney Amanda Johnson

BACKGROUND:

On the July 1, 2024, Special Meeting, Council directed me to reach out to possible recruitment firms/recruiters to obtain proposals for a new City Administrator search. Based on the previous, unsuccessful search, Council requested a more targeted approach.

For this search, the firms were instructed to focus their attention on two areas, first, to spend additional time and resources working with the Council to develop a robust candidate profile, one that would narrow the candidate pool and more accurately pinpoint the specific skills, experience, and strengths needed to be the City Administrator. Second, the firms were instructed to engage in targeted recruitment efforts, instead of simply posting to job boards. Instead, firms are to actively reach out to and recruit individuals in the metro area and beyond that meet the specific candidate profile.

ISSUE BEFORE COUNCIL:

The City received three proposals for the City Administrator search:

- Express Employment Professionals of Stillwater – Specialized Recruiting Group
- GMP Consultants
- GovHR

1. Express Employment Professionals of Stillwater – Specialized Recruiting Group

Contact: Karl Amlie
Proposal Amount: \$29,500 with a two-year guarantee
Proposed Timeline: Completed by beginning of October 2024

2. GMP Consultants

Contact: Jeff Weldon and Bob Larson

Proposal Amount: \$15,500, plus direct expenses, total costs not to exceed \$24,000 with a eighteen month guarantee

Proposed Timeline: 3-month recruitment process (Late October 2024)

3. GovHR

Contact: Charlene Stevens and Michael Brethorst

Proposal Amount: \$21,500 recruitment fee, plus additional costs, totaling \$25,000 (additional costs may apply for consultant travel) with a 12 month guarantee

Proposed Timeline: 14-week process (Early November 2024)

FISCAL IMPACT:

Dependent upon firm selection.

RECOMMENDATIONS:

Select a recruitment firm and direct City Attorney to draft consultant agreement with selected firm.

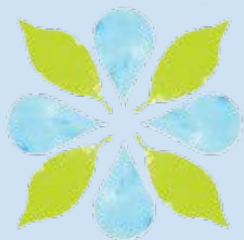
ATTACHMENTS:

Proposals from:

- Express Employment Professionals of Stillwater – Specialized Recruiting Group
- GMP Consultants
- GovHR

City Administrator Search

An SRG Proposal for the City of Forest Lake



Forest Lake
AS GOOD AS IT SOUNDS



SPECIALIZEDSM
RECRUITING GROUP
AN EXPRESS EMPLOYMENT PROFESSIONALS COMPANY

- Express Employment Professionals was founded in 1983
- Headquartered in Oklahoma City, OK
- Global presence, over 850 locations in 5 countries
- Over 700 offices in North America, ready to serve your Staffing needs
- Provided support to 79,000 client companies in 2022

- Specialized Recruiting Group is the Professional Division of Express Employment Professionals

WE SUCCEED BY HELPING OTHERS SUCCEED

All Specialized Recruiting Group offices are locally owned and operated, and backed by nearly four decades of staffing, professional search, and HR expertise through our international headquarters.

- More than 100 Specialized Recruiting Group franchises across North America
- Ranked 9th on Forbes' 2023 Best Professional Recruiting Firms list

Our office staff lives and works in this community, so we stay in tune with the local employment environment and have a vested interest in the success of our business community. The franchise business model allows us to act independently and respond quickly to your specific needs, while our international footprint gives us access to unparalleled resources and support.

**IT'S THE BEST OF BOTH WORLDS—SMALL BUSINESS FLEXIBILITY
BACKED BY BIG COMPANY RESOURCES.**



About SRG Stillwater:

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- 1st franchise in Red Wing, MN started in 1991, added professional search in mid-1990s
- Expanded offices in 1999 (River Falls), 2013 (St, Croix Falls), 2015 (Forest Lake)
- Partnered in 2020 with childhood friend and fellow Mounds View H.S. graduate, Casey Kraus
- Opened stand alone search office in Stillwater in 2022, bought Maple Grove territory
- Grew Stillwater to #1 revenue direct hire team out of 600+ Express Pros franchises in 2023





Key Areas of Expertise (2023)

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<u>Roles Filled Nationally</u>	<u># Filled</u>
Administrative:	37,515
Human Resources:	11,616
Legal:	2,543
Procurement:	5,244
Engineering/Technical:	4,683
Accounting Admin:	17,183
Clerical:	31,723

*Express Employment Professionals has
>800 offices nationwide and >100
Specialized Recruiting Group offices with
300+ professional recruiters*



ISO CERTIFIED CANDIDATE RECRUITMENT PROCESS DETAILS



INITIAL DISCUSSION

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First, we want to understand your company's culture, establish the candidates' specific requirements, desired qualities, and discuss a strategy for filling your need.



CANDIDATE SEARCH

Next, we'll review our extensive contact database, as well as seek out passive candidates through a variety of proven methods and technology. We leverage A.I. and the latest technology to rapidly identify prospective candidates.



MATCHING SKILLS TO POSITION

Once we've identified candidates who match the skills and experience the position requires, they will be thoroughly vetted. Our "secret sauce" is our personal touch with candidates. Only those candidates that fully meet the specific qualifications and requirements are moved forward in the process.



INTERVIEWS/REFERENCE CHECKS

Meaningful and specific reference checks will be performed, as well as phone and in-person interviews. We utilize an ISO certified selection process. This process can provide a thorough, adjudicated (verified) background check that accounts for the specific job duties and the needs of your business.



CANDIDATE SELECTION

Our clients only receive the top candidates that fully meet the criteria for each role.

THE DETAILS MAKE THE DIFFERENCE

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When it comes to adding a new member to your team, details matter. We go the extra mile to take a thorough and complete job order so you can rest assured we understand what a successful placement looks like for your specific needs. In fact, this is one of the most important parts of the process.

We want to uncover not only the functional skills that are important to you, but the workplace communication and relationship skills, as well. And of course, any candidate we submit must be the right cultural fit for your organization. Attitude, personality, work ethic, the ability to be a productive member of a team – these things matter.

The details make the difference, and the Specialized Recruiting Group doesn't take the opportunity to earn your business lightly. Our job isn't complete until we fully meet your professional search and placement needs.

SPECIALIZED RECRUITING GROUP SEARCH AND PLACEMENT PROCESS

1. **Develop Search Specifications:** In our initial meeting, we established the process, search strategy, and timeline for completing this placement.
2. **Research and Sourcing:** After reviewing our pool of candidates and recruiting both active and passive job seekers, we narrowed the list down to the talented individual(s) listed in this proposal.
3. **Initial Contact, Screening, and Evaluation:** The individual(s) listed in this proposal have already been vetted and interviewed by our team to ensure they meet the criteria for the position and have all the necessary education, expertise, certifications, and skills. We also completed preliminary reference checks to verify their information.
4. **Candidates Submitted, Interviews Scheduled:** This proposal is our official submission of candidates that meet the criteria for the job. We will work with you to schedule interviews and prepare the candidates to meet with representatives from your company.
5. **Interview Follow-Up; Second Interviews Scheduled:** After the first interview, we will follow up to verify whether a second interview is required and complete in-depth reference checks.
6. **Final Interview, Hiring Decision Made:** After the second interview, we will follow up to discuss whether a hiring decision has been made, determine parameters of the offer, then extend the offer to the candidate.
7. **Onboarding Strategy and Timeline Determined:** Once an offer is extended and accepted, we will work with you to build a strategy for onboarding your new employee.
8. **Post-Employment Follow-Up:** After 90 days, we will follow up with your team and the employee to ensure the placement is a success for everyone.

Search Project Timetable

PROCESS	PROJECTED (completion date)
I. Developing the Search Specifications <ul style="list-style-type: none">a. Initial Meeting & Conferenceb. Establish the Processc. Develop a Search Strategyd. Commit to a Timetable	7/29/2024
II. Research & Sourcing <ul style="list-style-type: none">a. Review All Known Candidatesb. Develop Centers of Influencec. Develop Third Party Contactsd. Gather Names of Potential Candidates	8/5/2024
III. Initial Contact, Screening, & Evaluation <ul style="list-style-type: none">a. Initial Phone Contactb. Secondary Phone Contactc. Receipt of Paperworkd. Evaluation of Interviewe. Identify Motivations for Changef. Prepare for Counterofferg. Preliminary Referencingh. Determine Candidates to Refer	8/23/2024

PROCESS	PROJECTED (completion date)
IV. Candidates Submitted, Interviews Arranged <ul style="list-style-type: none">a. Candidate Interview Preparationb. Client Interview Preparation	8/27/2024
V. Interview Follow-Up; Secondary Interviews Set <ul style="list-style-type: none">a. In-Depth References Completedb. Two Finalists Identifiedc. Client & Candidate Debriefs	9/5/2024
VI. Final Interviews, Decision Time <ul style="list-style-type: none">a. Pre-Offer Conferences, All Obstacles Removedb. Determine Parameters of Offerc. Extend Offer, Gain Offer Acceptance, Set Start Dated. All Particulars Confirmed in Writing	9/12/2024
VII. Determine Onboarding Strategy	9/16/2024
VIII. Post-Employment Follow-Up <ul style="list-style-type: none">a. Employer Follow-Up Intervalsb. Employee Follow-Up Intervals	10/1/2024

Client Testimonials for SRG Stillwater

180

"Last year we retained a national firm to conduct statewide recruitment to fill a crucial director-level position.

After a disappointing engagement that resulted in a failed search, we made the decision to retain Specialized Recruiting Group. Shortly thereafter, we had a contract, and Marc Gilker kicked off a targeted search for the same director-level role. Within days, he and SRG had provided us with several highly-qualified applicants, each of whom lived in the local market. After interviewing the top three of these candidates, we made an offer and subsequently hired our top choice. That individual has been an outstanding addition to our team.

We were extremely pleased with the service provided by SRG and would not hesitate to recommend the firm to another organization."

-Don Wortham, General Government Director, Polk County, WI

"It's been absolutely fantastic working with Casey and everyone there at Specialized Recruiting Group - Stillwater! I have to admit that I started out working with about 4 different agencies and yours is the only one I still work with. By far the most responsive, easy to work with and best candidate submittals!"

– Elizabeth Swanson, HR Manager, Calspan ASE

GUARANTEE SRG provides the following guarantee – if the new employee terminates for any reason within two years (730 calendar days), a one-time replacement will be made for the specific position detailed in the original order specifications at the same salary with no additional fee, provided the fee has been paid in full. If a suitable candidate is not found within 60 days after termination, the Client may elect to receive a 100% refund.

FEE The SRG fee is \$29,500

BILLING Invoices will be presented upon the Client's hiring decision, and invoices are due within ten (10) days of the start date of the SRG candidate.

QUALITY Client satisfaction is our primary concern. Please evaluate the performance of SRG on the Quality Assurance communication we provide at the completion of each search. This feedback is an important part of our ongoing effort to ensure the highest standards for our specialized services.

Questions? Call or Email Karl



karl amlie
OWNER

cell | 651-249-8097

expresspros.com

karl.amlie@expresspros.com

Express Employment Professionals
Forest Lake, MN & Maple Grove, MN

Specialized Recruiting Group
Stillwater, MN

Express
EMPLOYMENT PROFESSIONALS

SPECIALIZED
RECRUITING GROUP
AN EXPRESS EMPLOYMENT PROFESSIONALS COMPANY

Thank you!



JULY 2024

City Administrator Recruitment Proposal

FOR THE CITY OF FOREST LAKE, MN

PRESENTED BY

Greg M. Prothman

President, GMP Consultants

GMP CONSULTANTS

Greg@gmphr.com

(206) 714-9499

www.gmphr.com



July 9, 2024

Ms. Mara Bain
Mayor
City of Forest Lake
1408 Lake Street South
Forest Lake, MN 55025

Dear Mayor Bain,

Thank you for the opportunity to provide a proposal to assist the City of Forest Lake with the recruitment of its next City Administrator. We are well positioned to assist the City with this important selection as we have recently completed or are in the process of completing the recruitments for:

- City of Medina, MN - City Administrator *(in process)*
- City of North Branch, MN - City Administrator *(in process)*
- City of Oak Park Heights, MN - City Administrator *(recently completed)*
- City of Brainerd, MN - City Administrator *(recently completed)*
- City of Blaine, MN - Finance Director *(completed in the last six months)*
- City of Brainerd, MN - Utilities Director *(in progress)*

Additionally, GMP has either in process or recently completed 30 national city/county management recruitments in the last 12 months.

Your lead consultants will be Mr. Jeff Weldon and Bob Larson. Jeff served 29 years in municipal management in Minnesota and South Dakota including city administrator for Redwood Falls, MN; and assistant city administrator for Apple Valley, MN as well as city manager for Brookings and Yankton, SD. Bob is an accomplished municipal manager who has held senior management positions in local government since 1987. His service includes 17 years with two communities in Washington State and 17 years with three communities in Minnesota.

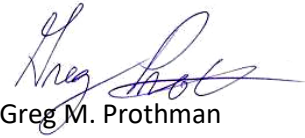
One of the hallmarks of GMP's process is providing consultants with extensive city management experience coupled with their ability to assess and screen applicants for the skills needed to be successful as a city administrator. In fact, this is why we can offer an industry leading **18 month guarantee** on any of the recommended finalists. We offer the ability to identify quality candidates and perhaps equally as important identify those candidates to avoid.

We recommend that the City take advantage of this expertise by directing us to weed through the best candidates and provide the Council with a detailed assessment of each candidate's strengths and weaknesses and our recommendations for consideration. Additionally, and perhaps most importantly, we will screen candidates for the basic skills need to be successful as a city administrator as there are candidates who simple have not developed these skills and would most likely be asked to leave the job or will resign prematurely.

Our goal is to provide the Council with a pool of quality candidates all of whom have the skills needed to be successful. The Council then selects the finalist candidates that, in their judgment, are not only qualified to manage the organization but also are a good fit with the community. We then work with the Council to design the final interview process providing our advice as to what has worked well.

As a company, GMP believes in local government as a foundation of providing quality services and is proud to be assisting these organizations in finding the leadership to create high-performance work cultures.

Sincerely,



Greg M. Prothman
President

GMP Consultants Mission: *To provide exceptional executive search, interim placements, and organizational consulting services partnering with our clients to provide the highest quality services to their residents.*

ABOUT GMP CONSULTANTS

GMP Consultants is a public sector executive search firm with a collective 240 years of local government leadership experience with both regional and national relationships. GMP Consultants offer our clients experienced subject matter experts with a solid understanding of local government coupled with decades of experience. We have served in a wide range of executive positions, from city and county management to public works, management information systems, and finance.

Our Qualifications

Founded and led by Greg M. Prothman, formerly the CEO of Prothman, GMP consultants have worked on over 600 executives searches and over 100 public sector consulting projects. All our senior search consultants are active in both national and local state level associations or in their respective professional disciplines.

Our Philosophy

Our business philosophy centers on the understanding that this is a “people” related industry. We have a reputation for providing superior service and building lasting relationships with both clients and candidates. We believe that attention to others’ needs is the key to effective customer service. As a company, GMP believes in local government as a foundation of providing quality services and is proud to be assisting these organizations in finding the leadership to create high-performance work cultures.

Why Choose GMP?

What you get with GMP Consultants is personal service. You appreciate it when phone calls are returned, projects stay on schedule and your challenges are given thorough and creative thinking. While other companies may assign your business to lesser experienced staff, we offer exceptional service from senior-level consultants.

- **Service & Relationship** - Our consultants bring a reputation for providing outstanding service and building lasting relationships with both clients and candidates.
- **Customized Solutions** - We take the time to become familiar with your organization to ensure that we offer the best solution and not just a single service.
- **People First** - We work closely with you and your candidates through every stage of the recruitment process, creating a welcoming candidate experience and ensuring an effective recruitment outcome.
- **Team Approach** – With 12 former city managers our consulting group works as a team to leverage their networks to assist with each assignment and give your challenges thorough and creative thinking.
- **Minnesota City Management Experience** - Our consultants are seasoned and successful Minnesota state city management practitioners with long-term tenures and extensive experience in conducting national searches and great Minnesota city management contacts and relationships.

PROJECT TEAM MEMBERS

Greg M. Prothman – President

Greg offers a unique combination of 20+ years of experience in various functions of government and 25 years of experience in public sector recruitment. Prior to forming GMP Consulting, Greg founded and was the driving force at Prothman Company as its President. Prior he was a partner at Waldron & Company. Early in his career Greg served as a police officer for the University of Washington and the City of Renton. He left police work and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and then City Manager. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration (MPA) degree from the University of Washington. Additionally, he completed the Senior Executives in State and Local Government program at Harvard University. Greg is a volunteer member of Seattle Mountain Rescue and a member of Crystal Mountain Ski Patrol.

Jeff Weldon - Lead Project Consultant

Jeff served 29 years in municipal management in Minnesota and South Dakota including city administrator for Redwood Falls, MN; and assistant city administrator for Apple Valley, MN as well as city manager for Brookings and Yankton, SD. Jeff was also an adjunct instructor at South Dakota State University in Public Administration and State and Local Government. Jeff currently serves local government managers in Minnesota and South Dakota with career and professional development as a Senior Advisor for the state associations. Jeff holds a Bachelor's Degree from Minnesota State University and a Master's Degree from Hamline University. He was active with the Coalition of Greater Minnesota Cities, Minnesota City/County Management Association, South Dakota Municipal League, and the International City Management Association (ICMA). Jeff is a strong advocate for community involvement and has been involved with his church, the United Way, Rotary and Lions clubs, and the Chamber of Commerce. Jeff and his wife, Tracie, have two grown children and five grandchildren. His hobbies and spare time activities include camping, boating, fishing, golf, travel, woodworking, pencil sketching and reading presidential biographies and Civil War history.

Bob Larson – Co Project Consultant

Bob is an accomplished municipal manager who has held senior management positions in local government since 1987. His service includes 17 years with two communities in Washington State and 17 years with three communities in Minnesota. Bob is a past-president of the Washington City-County Manager Association (WCCMA). He also served on the board of directors of the Association of Washington Cities (AWC), Sound Cities Association (SCA) and NORCOM. He is known and well respected within municipal government for his leadership and management qualities. Bob has a strong background in municipal finance, capital programs development, creating community partnerships, economic development, customer service improvements and organizational development. He has a Bachelor of Science degree and a Master of Arts degree, both in Urban & Regional Studies. He is an avid cross-country skier, cyclist and hiker. He and his partner, Jane, enjoy travelling and new adventures. Most importantly, he is the proud father of Ben and Emma.

Kate Hansen – Recruitment Manager

Kate is a certified Project Management Professional (PMP) with a background in business, nonprofit, and fire administration. She has served as a Public Records Officer as well as a political campaign manager, and brings a distinguishing blend of attention to detail, creativity, and critical thinking. Kate holds a B.A. in Theatre from Chapman University.

Sarah Marsh – Content Designer

Sarah brings a background across nonprofit, business, government, and education sectors. She holds an M.B.A in Organizational Behavior & Development from the University of Vermont. She also publishes in the field of American History and is the author of two books honored by the National Council for the Social Studies.

Brenda Gabbitas – Candidate Manager

Brenda has over a decade of experience working with many communities around the globe in both public and private sectors. She leans on her experiences to build lasting relationships with everyone she works with while delivering unparalleled levels of service. Brenda holds a Bachelor's of Education in Early Childhood Development from Utah Valley University.

Jessica Newman – Recruitment Coordinator

Having worked within the U.S. and internationally, Jessica brings a wide cultural perspective and strong communication skills to her work with both clients and associates. While using her background in graphic design and social media marketing to apply skills such as creative thinking, problem solving, and attention to detail across all projects. Jessica has a Bachelor's Degree in Linguistics from Brigham Young University.

WORK PLAN & APPROACH

GMP Consultants have conducted hundreds of successful executive searches refining our process along the way. We provide the workplan, but you are in charge, we customize every recruitment to meet your needs. We partner with you with the goal of finding a highly qualified candidate who is the perfect "fit" for your organization.

INFORMATION GATHERING & RECRUITMENT PROFILE DEVELOPMENT

Review and Finalize Search Process and Schedule

We meet with the City Council to review:

- Review and modify as needed the project scope of work and process
- Establish a project schedule
- Identify the geographic scope of the recruitment
- Review the compensation package
- Identify key stakeholders
- Review and discuss any additional issues as needed

Profile Research and Stakeholder meetings

Our goal is to thoroughly understand your City, current challenges, preferred qualifications as well as the timeline for this recruitment. We would like to come in person to tour the City and ask to meet with:

- Council Members
- City Leadership Team
- Union Leadership
- Business Leaders
- Board & Committee Leaders
- Other Municipal Partners
- Other Stakeholders
- Review All Relevant Documents

Develop, Review, and Approve a Detailed Recruitment Profile

We create a tailored *City Administrator recruitment profile* highlighting the strengths of your job opportunity. If requested, we will assist in reviewing the position compensation and will make recommendations that are consistent with comparable agencies and the market. Examples of a prior City Administrator recruitment profile are included in this proposal and typically feature the following:

- Why Apply?
- Quality of Life Opportunities
- The City
- City Administrator Position
- The Ideal Candidate Traits
- Challenges & Opportunities
- Compensation & Benefits
- Your social media (if applicable)

STRATEGIC MARKETING

Our goal is to not only reach candidates who are actively looking for a new job but those City Administrators who are happy in their current assignment but who could be intrigued and interested in your opening. We research and develop a personalized national advertising strategy designed to reach all potential qualified candidates for your City. The Advertising Strategy is comprised of four components:

- Targeted National Advertisement
- Mailed “Invitation to Apply” Flyers
- Email Outreach
- Personal Calls by Lead Consultants

Targeted Advertisement - We develop a custom national advertisement plan highlighting your City and the City Administrator opening placing ads in websites and job boards including:

- Intl. City/County Managers Asso. (ICMA)
- League of Minnesota Cities
- Association of Minnesota Counties
- League of Wisconsin Municipalities
- Iowa League of Cities
- Illinois Municipal League
- Michigan Municipal Executives
- Michigan Municipal League
- League of Nebraska Municipalities
- Indiana Associations of Towns & Cities
- Minnesota City/County Management Assoc.
- Wisconsin City Managers Association
- Iowa City/County Management Assoc.
- Illinois City/County Management Assoc.
- Illinois Association of Counties
- Michigan Association of Counties
- Indiana City Managers Association
- Careers in Government
- Government Jobs
- GMP Job Board
- GMP LinkedIn

Invitation to Apply Letter & Customized Candidate Database - We create a customized *Invitation to Apply* flyer (examples are included) and then develop a database of potential city management candidates. We will mail approximately 900 to 1000 *Invitation to Apply* flyers to city administrators/managers in cities, of comparable size in the mid-western United States.

Email Outreach - We will send email announcements to our database of 4,500 city administrator/manager emails.

Personal Calls by our Lead Consultants - We will reach out to potential candidates who might be a good fit or who are looking for their next challenge. We will also reach out to our personal knowledge of City Administrators to make them aware of your opportunity.

CANDIDATE APPLICATION & SCREENING

Candidate Application Materials

- **Application** - Candidates are asked to submit a cover letter, application, resume and answers to supplemental questions (designed to measure writing and thinking skills) and five professional references of peer, subordinates and supervisors
- **City Council Communication** - We provide the Council with a summary of the advertising strategy, the number of applications and the number of candidates selected for a preliminary interview
- **City Council Review of Applications** - Occasionally some Councils wish to review all the application materials prior to the selection of candidates for a preliminary interview. We are happy to facilitate this process, if asked, but have found that many Councils appreciate not having to review applications of not qualified applicants and trust in our selection of the most promising applications including several that might be considered to have perhaps marginal qualifications in an effort to be thorough.

Preliminary Candidate Interviews – Once a candidate has indicated an interest in the position, we review all candidate application materials and:

- **GMP selects the Most Promising Candidates** - Identify these candidates for a preliminary interview
- **Internet Review** - Conduct an in-depth internet inquiry on each candidate to identify any concerning issues to be reviewed with the candidate
- **Preliminary Interview** – Your lead consultant conducts a preliminary interview with the most promising candidates (we can record these for Council’s review if asked)
- **Written Summary** - Provide a written summary of our observations of the candidates strength, weakness and potential fit with the City
- **Recommendations** - Provide our recommendations and ranking for each candidate for the Council’s consideration

City Council Work Session - We meet with the Council in person to review the results of the preliminary interviews. Our goal is to provide thorough information on each of the most promising candidates to provide Council with the needed data to make quality decisions on each applicant

- **Information Provided Prior** - Prior to the meeting, we provide with sufficient time to review:
 - Each of the interviewed applicant’s cover letter, resume, essay questions
 - The consultant preliminary interview notes
 - The results of the internet search
 - A candidate summary sheet (dashboard) with the consultant’s recommendations
 - A complete file of remaining candidates’ application materials if requested
- **Review with the City Council** - We review and discuss each semifinalist candidate’s application materials, interview results and our recommendations and rankings with the Council
- **Finalist Candidate Selection** – The Council selects candidates to move forward for a final interview
- **Final Interview Design** - We help you decide on the structure of the interviews, including the panel participants and facilitators, our goal is to tailor the process to fit your needs
- **Coordinating Candidate Travel** - We identify which candidate travel expenses your organization wishes to cover
- **Interview Questions** - Identify any potential interview topic areas of interest to the Council from which we can develop potential interview questions

FINAL INTERVIEWS

Prior to the final Interviews we will:

- **Conduct References** - We conduct professional reference checks on each candidate, requesting the names of supervisors, subordinates, and peers
- **Conduct Background Checks** - Background checks include Education Verification, Criminal History, Driving Record, and Sex Offender Check
- **Facilitate Candidate Travel** – Based on your guidance we coordinate the most cost-effective travel arrangements and ensure the candidate has information regarding their interviews and times
- **Develop a Master Interview Schedule** – We work with you to identify interview venues and then develop a master interview schedule
- **Develop Draft Interview Questions** – Provide draft interview questions for the Council review and for each advisory panel (if used)
- **Provide Final Interview Materials** – We will provide final interview materials for each candidate in a file for printing by the City as well as the Master schedule
- **Coordinate Final Interviews** – We will work with the Mayor and a Staff member to coordinate all of the details of conducting the final interviews

Final Interviews

- **Facilitate the Final Interviews** - We are on site to facilitate the final interview process
- **Facilitate Panel Debrief** - After interviews are complete we facilitate a debrief with all advisory panels on each candidate's strengths and areas needing support as information for the Council
- **City Council Candidate Evaluation** - We facilitate the Council's evaluation of the candidates and potential consensus on a preferred candidate including any additional candidate referencing or research

Candidate Selection & Appointment - Once Council has identified a preferred candidate

- We facilitate and identify potential contract elements with Council
- We assist with the job offer and contract negotiations leading to an employment agreement
- Notify all of the unsuccessful finalists
- *Celebrate the Selection of the new City Administrator!*

PROFESSIONAL REFERENCES

City of Blaine, MN pop. 70,000

Michelle Wolfe, City Manager
 mwolfe@blainemn.gov
 763 785 6121

Finance Director (recently completed)

Human Resources Manager (in progress)

City of Brainerd, MN pop. 14,750

Ms. Kris Schubert - Human Resource Director
 kschubert@ci.brainerd.mn.us
 218 828 2307

City Administrator (recently completed)

Utilities Director (in progress)

City of Oak Park Heights, MN pop. 4,692

Mary McComber, Mayor
 marymccomber@aol.com
 (651) 351-7879

City Administrator (recently completed)

City of Belgrade, MT pop. 11,075

Neil Cardwell, City Manager
 ncardwell@cityofbelgrade.net
 406-388-3760

City Manager

Human Resource Director

Assistant City Manager

Economic Development Director (in progress)

RECRUITMENT SCHEDULE EXAMPLE

Recruitments take approximately 90 days to complete.

Kickoff Meeting	Week 1	City Council & GMP: Meet to discuss timeline & search process
Profile Development	Week 1-2	GMP: Meet with key stakeholders & create position profile
Advertising	Weeks 3 - 7	GMP: Post online ads; send direct mailing
First Review	Week 8 -9	GMP: Conduct preliminary interviews with most promising candidates
Work Session	Week 10	City Council & GMP: Meet to review semifinalists and choose finalist candidates
Final Interview Preparation	Week 11-12	GMP: Conduct background & reference checks, complete final Interviews schedule, coordinate travel with candidates
Final Interviews	Week 12	City Council: Hosts finalist interviews City Council: Makes hiring selection

PROFESSIONAL FEES

The professional fee for conducting a City Administrator search is \$16,500. The professional fees cover all consultant and staff time required to conduct the recruitment. The total cost of the recruitment when including direct expenses will be a not to exceed \$24,000. Professional fees are billed in three equal installments: at the beginning, halfway, and upon completion of the final interviews. The City will be responsible for reimbursing expenses incurred on the City's behalf. All expenses are submitted at actual cost with no mark up. Expenses include:

- Websites, job boards and other advertising (approx. \$1,800 - 2,200)
- Direct mail announcements (approx. \$1,700 - 2,000)
- Consultant travel: Mileage at IRS rate and \$75 per hour
- Background checks (approx. \$225 per candidate)

The City has the right to cancel the search at any time, the only responsibility would be the fees and expenses incurred prior to cancellation. Any additional work requested beyond services provide in the scope of work is billed at \$185 per hour.

GUARANTEE & WARRANTY

If a candidate is not selected, we will repeat the recruitment for the cost of expenses as needed until a candidate is selected. Should the selected candidate leave the employment of the City within the first **18 months** of appointment, we will conduct an additional recruitment for the cost of expenses only, if requested to do so within six months of the employee's departure. If the major elements of the process are followed and a candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be the expenses.

CURRENT SEARCHES BY GMP CONSULTANTS

In progress Recruitments

City of Media, MN
City Administrator
City of North Branch, MN
City Administrator
City of Blaine, MN
Human Resources Manager
City of Moab, UT
City Manager
City of Brainerd, MN
Utilities Director
City of North Plains, OR
City Administrator
Greys Harbor County, WA
County Administrator
City of Scappoose, OR
City Manager
Crook County, OR
County Manager
Human Resource Director

Recently Completed

City of Brainerd, MN
City Administrator
City of Oak Park Heights, MN
City Administrator
City of Blaine, MN
Finance Director
City of Belgrade, MT
Assistant City Manager
City of Canby, OR
City Administrator
City of Cottage Grove, OR
City Manager
City of Kennewick, WA
City Manager

Completed in the last 12 months

Gunnison County, CO
Assistant County Manager
City of Livingston, MT
City Manager
City of Lacey, WA
City Manager
City of Tumwater, WA
City Administrator
City of Sammamish, WA
City Manager
Lewis County, WA
County Manager
City of Pasco, WA
City Manager

All Management Recruitments by GMP Consultants & Managers

County of Los Alamos, NM
County Administrator
City of Spearfish, SD
City Administrator
City & Borough of Sitka, AK
Municipal Administrator
City & County of Broomfield, CO
Deputy City and County Manager
City of Astoria, OR
City Manager (2)
City of Arlington, WA
City Administrator
City of Polson, MT
City Manager
City of Bainbridge Island, WA
City Administrator
City of Bandon, OR
City Manager
City of Battle Ground, WA
City Manager (2)
City of Belgrade, MT
City Manager (2)

City of Louisville, CO
City Manager
City of Bothell, WA
Deputy City Manager
Assistant City Manager
City of Casper, WY
City Manager
Colorado Springs, CO
Assistant City Manager
Summit County, UT
County Manager
City of Chehalis, WA
City Manager (2)
City of Hailey, ID
City Administrator
City of Chelan, WA
City Administrator (3)
City of Rawlins, WY
City Manager
City of Clyde Hill, WA
City Administrator
City of Coburg, OR
City Administrator

City of College Place, WA
City Administrator
Town of West Yellowstone, MT
Town Manager (2)
City of Coquille, OR
City Manager
City of Covington, WA
City Manager
City of Damascus, OR
City Manager
City of Minot, ND
City Manager (2)
City of Sheridan, WY
City Administrator
City of DuPont, WA
City Administrator
City of Whitefish, MT
City Manager
City of Duvall, WA
City Administrator
Gunnison County, CO
County Manager
Assistant County Manager

City of Edgewood, WA

City Manager (2)

City of Ellensburg, WA

City Manager

City of Emeryville, CA

City Manager

City & Borough of Wrangell, AK

Borough Manager

City of Fife, WA

City Manager

City of Riverton, WY

City Administrator

City of Thorne Bay, AK

City Administrator

City of Gillette, WY

City Administrator

Inyo County, CA

Assistant/Deputy County

Administrator

County Administrative Office

City of Fircrest, WA

City Manager (2)

City of Connell, WA

City Administrator (2)

Town of Friday Harbor

City Administrator

City of Gig Harbor, WA

City Administrator

City of Gladstone, OR

City Administrator

City of Hermiston, OR

City Manager

City of Hood River, OR

City Manager

City of Issaquah, WA

City Administrator

Deputy City Administrator

City of Kelso, WA

City Manager

City of Carnation, WA

City Manager (2)

City of Kenmore, WA

City Manager (2)

City of Ketchum, ID

City Administrator

City of Lacey, WA

City Manager (2)

City of Lake Forest Park, WA

City Administrator (3)

City of Lake Oswego, OR

City Manager

City of Lake Stevens, WA

City Administrator

City of Lakewood, WA

City Manager

Assistant City Manager

City of Leavenworth, WA

City Administrator (2)

City of Lebanon, OR

City Manager

City of Lewiston, ID

City Manager

City of Livingston, MT

City Manager

City of Lincoln City, OR

City Manager

City of Longview, WA

City Manager

City of Lynden, WA

City Administrator

City of McMinnville, OR

City Manager

City of Mill Creek, WA

City Manager

City of Milwaukie, OR

City Manager

City of Newcastle, WA

City Manager (2)

City of McMinnville, OR

City Manager

City of Monroe, WA

City Administrator

City of Moses Lake, WA

City Manager (2)

City of Mountlake Terrace, WA

City Manager (3)

City of Mt. Angel, OR

City Manager

City of Mukilteo, WA

City Administrator

Management Services Director

City of Newcastle, WA

City Manager (2)

City of Normandy Park, WA

City Manager

City of Ontario, OR

City Manager

City of Othello, WA

City Administrator

City of Pasco, WA

City Manager (2)

Deputy City Manager

City of Port Angeles, WA

City Manager

City of Port Townsend, WA

City Manager

City of Post Falls, ID

City Administrator

City of Prosser, WA

City Administrator

City of South Lake Tahoe, CA

City Manager

City of Puyallup, WA

City Manager

City of Renton, WA

Chief Administrative Officer

City of Ridgefield, WA

City Manager

City of Bingen, WA

City Administrator

City of Sammamish, WA

City Manager (2)

City of Scappoose, OR

City Manager

City of Drain, OR

City Administrator

City of Canby, OR

City Administrator

City of Shelton, WA

City Administrator

Management Assistant

City of Shoreline, WA

City Manager (2)

Deputy City Manager

City of Spokane Valley, WA

City Manager

Deputy City Manager

City of Stanwood, WA

City Administrator

City of Stevenson, WA

City Administrator

City of Sultan, WA

City Administrator

City of Sun Valley, ID
City Administrator
City of Burns, OR
City Manager
City of Sunnyside, WA
City Manager
City of Toledo, OR
City Manager
City of Troutdale, OR
City Manager
City of Tumwater
City Administrator
City of Umatilla, OR
City Manager
Police Chief
City of Vancouver, WA
Assistant City Manager
City of Waldport, OR
City Manager
City of Walla Walla, WA
City Manager
City of West Linn, OR
City Manager
City of White Salmon, WA
City Administrator
City of Wood Village, OR
City Manager
City of Woodburn, OR
City Administrator

City of Woodinville, WA
City Manager
City of Woodland, WA
City Administrator
City of Yachats, OR
City Manager
City of Yakima, WA
City Manager
Assistant City Manager
City of Yelm, WA
City Administrator
Blaine County, ID
County Administrator
Clackamas County, OR
County Administrator
Clatsop County, OR
County Manager (2)
Curry County, OR
County Administrator
Deschutes County, OR
Fair & Expo Director
County Administrator
Eagle County, CO
County Manager
Franklin County, WA
County Administrator
Hood River County, OR
County Administrator
Island County, WA
County Administrator

Jefferson County, WA
Central Services Director
Lane County, OR
County Administrator
Lewis County, WA
County Manager
Mason County, WA
County Administrator
Mono County, CA
County Administrative Officer
Assistant County Administrative Officer
San Juan County, WA
County Manager
Snohomish County, WA
Executive Director (2)
Thurston County, WA
Assistant Chief Administrative Officer
Town of Friday Harbor, WA
Town Administrator

WORK SAMPLES: POSITION PROFILE AND INVITATION TO APPLY LETTER

(Attached). Additional samples available at gmphr.com. Copyright © 2023 by GMP Consultants, . All rights reserved.

CITY ADMINISTRATOR¹⁹⁶

CITY OF BRAINERD, MINNESOTA



WHY NOT WORK WHERE YOU PLAY?

A city for all seasons, Brainerd, Minnesota offers an opportunity for an entrepreneurial and innovative city administrator to lead a team of exceptional and talented staff in one of Minnesota's most desirable outdoor recreational and tourism meccas. Working with an established and forward-thinking City Council, the City Administrator will lead an exceptional organization in this full-service city known for an exceptional quality of life with diverse amenities in the heart of northern Minnesota's lake country. The City has a strong and stable financial condition with a diverse economy and an ambitious vision for the future. The next City Administrator will have the opportunity to build upon previous strengths and succeed through collaborative partnerships to take this community to the next level.

Welcome to **BRAINERD**

Located roughly 60 miles north of St. Cloud and 120 miles north of the Twin Cities, Brainerd is a vibrant community nestled in the heart of Minnesota's lake country. With 14,679 residents, Brainerd is one of the largest cities in Crow Wing County and serves as the county seat and regional hub.

Situated in the center of Minnesota's year-round recreational wonderland, residents and visitors of the Brainerd lakes area enjoy boundless boating, fishing, golfing, hiking, biking, skiing, camping, snowmobiling, hunting, and even scuba diving. In the summer, tourism nearly doubles the population in the surrounding area. In the winter, the Brainerd Lakes Area hosts the Brainerd Jaycees Ice Fishing Extravaganza, the largest ice fishing contest in the world.

Brainerd's thriving downtown features charming historic buildings and numerous specialty shops and eateries. The town gathers to celebrate its community spirit at annual events like the 4th of July Celebration, Great Pumpkin Festival, Easter Egg Hunt, and the annual Skating Party at Gregory Park.

The city supports a growing and active commercial base with major employers like Crow Wing County, Brainerd School District, BNSF Railroad, Essentia Health, and Ascensus Financial Services. Brainerd is also home to Central Lakes College, a comprehensive community and technical college serving approximately 5,500 students and providing a wide range of continuing education, performing arts, and athletic events for the community.

The Brainerd Lakes Regional Airport (BRD) serves the region with daily service to Minneapolis-St. Paul provided by Delta Air Lines. Racing fans can enjoy auto racing at the North Central Speedway or the Brainerd International Raceway, the largest speedway in the northern Midwest. At Safari North Wildlife Park, visitors can feed the giraffes, ride camels, and view more than 150 species of animals from around the world.

THE CITY OF BRAINERD

Incorporated in 1881, the City of Brainerd is governed by a Mayor and a seven-member City Council elected to four-year terms. One Council member is elected from each of four wards, and the mayor and three Council members are elected at-large. The City has an operating budget of \$11.9 million. In addition, the Public Utilities Department's operating budget is \$36.3 million. The City's 2022 Operating Revenue for all funds was \$53.1 million. Staffing includes a team of 125 FTEs and 40 paid on-call positions for the Fire Department. The City has seven collective bargaining units and an S&P credit rating of AA-.

The Administration office includes the City Administrator's office and the office of the Mayor. The Mayor is the chief executive officer for the City of Brainerd. The daily affairs of the City of Brainerd are administered through the City Administrator as the chief administrative officer of the City.

Departments include Finance, Public Works, Human Resources, IT/GIS, Community Development, Fire, Police, and Public Utilities. Advisory boards and commissions include Public Utilities, Planning, Airport, Parks, Transit, Economic Development Authority, and Housing & Redevelopment. The City enjoys a strong partnership with the Brainerd Lakes Economic Development Corporation to aggressively promote and develop all aspects of economic development.

**FULL-TIME
EMPLOYEES**
125

2023 BUDGET
\$48.2 million

AREA
12.82 square
miles

POPULATION
14,679

THE CITY ADMINISTRATOR

The City Administrator serves as the chief administrative officer for the City and is appointed by the City Council to administer the day-to-day business of the City and to implement policies and procedures established by the Council. The Administrator is responsible for directing and coordinating the work of all City departments.

Reporting to the City Council, the Administrator is also responsible for leading short and long-range planning efforts in coordination with the Council, developing and recommending policies to the Council, preparing and submitting a recommended budget, oversight and management of the annual budget, providing leadership in economic development, ensuring that all laws and ordinances are enforced, and that the provisions of all franchises, leases, contracts, permits and privileges granted by the City are observed.

**View job
description
[here](#)**

THE IDEAL CANDIDATE

- Has strong leadership abilities and effective communication skills.
- Lives by the values of honesty, integrity, professionalism, transparency, accountability, and ethical behavior.
- Utilizes staff to research assignments to make sound recommendations and implement Council's decisions to completion. Accepts direction and assignments from Council.
- A visionary leader that can anticipate situations and react accordingly; helps Council and staff identify, define, and shape a vision for improvements.
- Keeps Council thoroughly informed on critical issues, programs, and activities.
- Makes decisions that are thoughtful, pragmatic, thorough, decisive, and defensible.
- Effectively delegates responsibility to staff without micromanaging. Supports staff needing assistance and encourages staff to take charge of, and responsibility for, their work while ensuring accountability.
- Supervises staff in teamwork/collaborative fashion emphasizing high performance government to ensure service delivery is effective, efficient, and professional. Challenges staff to be entrepreneurial, innovative, and creative. Leads by example, trusts staff and supports them in the face of criticism.
- Focuses on organizational performance and achieving results by effectively navigating the organization. Promotes community-based partnerships to achieve results.
- Helps the council by facilitating information management and policy development to resolve issues through comprehensive, pragmatic, and data-driven recommendations.



EDUCATION & EXPERIENCE

Bachelor's degree in public, business administration, or a related field (master's preferred); 5 years of management and supervisory experience in a governmental agency; or any satisfactory combination of experience and training which demonstrates the knowledge, skills and abilities to successfully perform the job.

Desired qualifications include demonstrated experience with strategic planning and previous experience as administrator/manager in another local government jurisdiction.

OPPORTUNITIES & CHALLENGES

200

Brainerd's north-central Minnesota location provides unlimited opportunities to further leverage year-round outdoor recreational opportunities. In addition to tourism, this can generate further economic development opportunities. The State of Minnesota will re-construct Highway 210 within two years, a major commercial corridor which will have a significant impact on traffic management and businesses. However, this re-construction provides substantial opportunities for revitalized business and economic development along the corridor. Already having a strong commercial/industrial base, several areas exist ready to host even more job-producing development opportunities.

Housing remains a significant challenge as Brainerd experiences a shortfall of rental and owner-occupied, workforce housing options. Brainerd is responding with more mixed-use style development. While the Housing & Redevelopment Authority has been successful with housing initiatives, additional strategies will be necessary to further address housing needs.

Brainerd has an aggressive and forward-thinking plan for infrastructure maintenance and improvements but financing them has been a challenge. Creative financing will be needed to implement this plan for improvements to streets, utilities, and parks.

RESOURCES

[City Organizational Chart](#)

[2023 Annual City Budget](#)

[2022 Annual Comprehensive Financial Report](#)

[2021 Comprehensive Plan](#)

[Explore Brainerd Lakes](#)

[Visit Brainerd](#)



COMPENSATION & BENEFITS

The City of Brainerd is offering an annual hiring salary range of \$130,998 to \$145,974 for 2023 depending upon experience and qualifications. The full salary range is \$130,998 to \$174,678. In addition, the City offers a Performance based pay opportunity up to \$162,157 based on merit. The City also provides a comprehensive and competitive [benefits](#) package.



TO APPLY

Apply Online: gmphr.com

First Review: **December 31, 2023**

More Info: Jeff Weldon, GMP Consultants
jweldon@gmphr.com / (320) 557-8006



Welcome to OAK PARK HEIGHTS²⁰¹

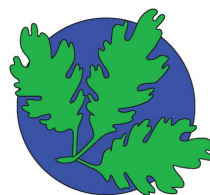


Dear Colleague,

GMP Consultants is assisting the **City of Oak Park Heights, MN** in finding a **City Administrator**. Perhaps this is the right time in your career to consider this exciting opportunity. If not, would you please pass this on to others who may be interested?

Thank you for your consideration and assistance.

Greg M. Prothman, GMP Consultants
greg@gmphr.com / 206-714-9499



WHY APPLY?

This is a great opportunity to join a well-tenured and established City Council and staff team in continuing to build a community recognized for its excellent quality of life and amenities. The position is available due to the retirement of its long-term City Administrator who is leaving a solid department head team, a positive and trusted organizational culture, very positive financial conditions, and strong City Council/Staff relations. Given its suburban environment, the next City Administrator will have great opportunities for continuing to build on the strength of the organization and to further develop and strengthen collaborative relationships with other community and governmental entities.

THE CITY OF OAK PARK HEIGHTS

Oak Park Heights, Minnesota is a vibrant community nestled alongside the scenic St. Croix River in Washington County, just east of the bustling Twin Cities metropolitan area. Residents appreciate the charming small-town atmosphere, convenient amenities, abundant opportunities for outdoor recreation, and easy access to the big city offerings of nearby Minneapolis and St. Paul.

The City of Oak Park Heights was incorporated as a village in 1938 and became a City by State Statute in 1972. The City operates under a "Plan A, Council-Administrator" form of government, consisting of a Mayor and a four-member Council. The Mayor and Council are elected at large on a non-partisan basis for four-year terms.

The City serves a population of 4,750 with a 2023 total General Fund budget of \$6.8 million and a team of 22 FTEs. Departments include Administration, Police, Finance, and Public Works. The community is financially strong with an AA2 Bond rating and is two years away from being debt free. It has a very stable staff history and a combination of municipal and privately contracted public services.



THE CITY ADMINISTRATOR

Reporting to the City Council, the City Administrator supervises the management and coordination of all departments and consultants including Administration, Police, Public Works, Finance, Legal, Fire Protection, and Planning and Engineering consultants. Direct reports are the Assistant City Administrator/Clerk, Finance Director, Police Chief, Public Works Director, Building Official, and Administrative Assistant. This position is also responsible for overseeing community development-related duties.



EDUCATION & EXPERIENCE

- Bachelor's degree in Public Administration or closely related field. (Master's preferred).
- Five years of experience in broad areas of managing public organizations that contributed to a knowledge base and an ability to employ management, budgeting, planning and program techniques in daily operation of a similarly complex entity.
- Ability to communicate effectively, orally and in written form.
- Ability to develop and maintain positive and effective working relationships with the city council, city personnel, and the general public.

Or any equivalent combination of education and experience to successfully perform the job.

**LEARN
MORE**

Visit: gmphr.com

Salary Range: **\$135,000 to \$155,000** annually DOQ

First Review: **August 7, 2023**

More Information: Matt Fulton, GMP Consultants
Matt@gmphr.com / (651) 242-2422



Proposal
JULY 19, 2024

203



City Administrator Executive Recruitment Services

Forest Lake,
Minnesota

Submitted by:

MICHELE MORAWSKI
ASSISTANT DIRECTOR, CLIENT SERVICES
790 FRONTAGE ROAD, SUITE 213
NORTHFIELD, IL 60093
224.415.3791
mmorawski@govhrusa.com

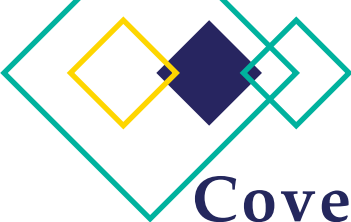
FOREST LAKE, MN

CITY ADMINISTRATOR EXECUTIVE RECRUITMENT SERVICES

JULY 19, 2024

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Cover Letter



July 19, 2024

Amanda Johnson, City Attorney
City of Forest Lake
1408 Lake Street South
Forest Lake, MN 55025

Dear Ms. Johnson:

Thank you for the opportunity to provide you with a proposal for the City Administrator recruitment and selection process for the City of Forest Lake (City). Our proposal provides the City with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and selection, and can adapt to your specific requirements for the position.

We have some very exciting news to share. GovHR USA (GovHR) has recently been acquired by MGT of America Consulting, LLC (MGT). MGT is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. GovHR and MGT are joining forces to take the next step in offering integrated solutions that can accelerate our most important shared goal: dramatically improving lives by *advancing and lifting up the communities we serve*.

Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT and GovHR proven leaders in public sector consulting.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	MGT of America Consulting, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 P: 813.327.4717 www.mgtconsulting.com FEIN: 81-0890071
PROPOSAL CONTACT	Michele Morawski, Assistant Director, Client Services 790 Frontage Road, Suite 213 Northfield, Illinois 60093 224.415.3791 mmorawski@govhrusa.com

Thank you for the opportunity to submit a proposal to the City of Forest Lake. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or **mmorawski@govhrusa.com**.

Regards,

Patrick J. Dyer, Vice President, *Authorized to bind the firm*



Firm Profile

We impact the communities we serve – for good.

MGT began operations in 1974 as a public sector research firm. Since then, we have significantly expanded our consulting capabilities and client offerings. Today, we are a national consulting firm specializing in ***assisting clients to operate more efficiently and effectively.***

MGT has acquired a keen understanding of the structures, operations, and issues facing public entities. This understanding comes from **nearly 50 years** of experience providing innovative yet practical solutions to public sector clients. We provide objective, creative, expert services in the areas of human capital, finance, technology, programming, and planning. We draw on the expertise of our highly qualified staff, most of whom have prior careers at city-, county-, and state-level government offices. This insider's knowledge of government operations and structure gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project.

MGT has successfully worked with clients on **more than 30,000 projects** to help them adapt to change while maintaining the vision and direction towards their short- and long-term goals. With the recent combination of GovHR, our firm includes **more than 600 professionals and administrative staff** to support our clients' success.

Our Commitment

MGT embraces the most complex challenges with deep commitment, agility, and local expertise to make a measurable and profound social impact. Simply stated, our promise is:

We improve lives by advancing and lifting up your community.

This purpose reflects the company's strong social conscience and service ethic that forms the core of the MGT "Why." MGT models this philosophy by systematically seeking out the highest-impact projects and relationships, encouraging community involvement, and investing in a collaborative and rewarding world-class work environment for employees.

Part of our success is based upon our ***promise to be flexible and responsive.*** We are acutely aware of the political, economic, social, and technological factors that impact today's public sector clients. MGT is structured into several primary consulting divisions to support these needs. **We are pleased to have the Government Consulting Experts within the MGT Performance Solutions Group responsible for leading the completion of this project.**



MGT FIRM AT A
GLANCE

Name: MGT of America Consulting, LLC (MGT)

Founded: 1974

Locations: Headquarters in Tampa, Florida; branch offices nationwide

Staff: 600+ consultants across the country

Structure: Privately held and client-driven

Cooperative Contracts:

Allied States Cooperative (ASC) #23-7449
The Interlocal Purchasing System (TIPS)
#220601

Lines of Business: Government Consulting; Education and Financial Solutions; Diversity and Inclusion; Human Capital; Cybersecurity and Technology

Performance Solutions

The MGT Performance Solutions team has an impressive track record of providing **customized solutions, objective research, creative recommendations, and quality products** that respond to each client's unique needs and time requirements. GovHR is now a part of MGT's Performance Solutions Team.

GovHR USA

GovHR was originally formed as Voorhees Associates in 2009, changed its name to GovHR USA in 2013, and joined MGT (**the nation's leading social impact firm**) in 2023. GovHR provides public management consulting services to local government clients and other public-sector entities across the country. GovHR offers customized executive recruitment services, management studies, and consulting projects for local government and organizations who work with local government. Additionally, GovHR's GovTempsUSA division provides interim staffing solutions to keep operations moving during the recruitment process.

GovHR's consultants are experienced executive recruiters who have conducted **over 1,250 recruitments** working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. They have held leadership positions within local government, giving them an understanding of the complexities and challenges facing today's public sector leaders.

GOVHR'S LEADERSHIP



Heidi Voorhees

(847) 380-3240

HVoorhees@GovHRusa.com

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 22 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.



Joellen Cademartori

(847) 380-3238

JCademartori@GovHRusa.com

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

The Social Impact of MGT's Work

*Impacting
Communities.
For Good.*



Defined by Our Impact

We understand the goals of the City of Forest Lake and how this search process will ensure a diverse pool of highly qualified candidates for the City.

The MGT team empowers organizations to enhance their teams through innovations in people, processes, and technology to **lift and strengthen their human resources solutions.**

MGT's Primary Consulting Divisions

Our firm includes **more than 600 professionals and administrative staff** to support our clients' success. MGT is structured into the following primary consulting divisions, along with various internal infrastructure groups to support our operations and growth.



Performance Solutions

Our Performance Solutions team provides world-class financial, human capital and equity solutions which enable clients to fully realize the potential of their most valuable resources. Our team excels at fiscal management and operational efficiency assessments that help clients make data-driven decisions, anticipate workforce issues, and integrate technologies to empower our clients to generate critical income and elevate enterprise performance objectives.



Education Solutions

Our Education Solutions originate in our commitment to ensuring that every student has access to a high-quality education as they discover and realize their profound potential.

From pre-K-12 to higher education, we partner with schools, districts, state agencies and colleges and universities to deliver performance improvement and innovation and transformation planning and implementation.



Technology Solutions

Our Technology Solutions business supports state, local, education and private companies as they seek to improve and protect their network infrastructure and data for greater resiliency. We offer world-class IT infrastructure management, cyber security and strategic IT professional staffing. Our deep engineering expertise is foundational to all MGT's technology solutions.

Why Choose MGT/GovHR?

- ✓ **Unparalleled Expertise and Level of Service.** With executive recruitment experience in 44 states, and in communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as **Outstanding** – indicating a plan to use our services and/or highly recommend us in the future.
- ✓ **Delivering the Best.** We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.
- ✓ **A Partner from Start to Finish.** We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.
- ✓ **Services for Any Budget and Any Search.** We strive to meet the specific needs of our clients by offering several options for recruitment services to meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.



"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism."

I would highly recommend MGT and hope to do business with them again for our next study."



Our Team

The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultants, Mike Brethorst and Charlene Stevens. They will act as your project managers and primary points of contact for this project. Their biographies are attached as **Appendix A**.

Project Manager & Main Point of Contact



MIKE BRETHORST

Senior Vice President
847-380-3240
MBrethorst@MGTC consulting.com



CHARLENE STEVENS

Executive Vice President
Recruitment Services
320-262-0303
CStevens@GovHRusa.com

Proposal Inquiries



MICHELE MORAWSKI

Assistant Director
Client Services
224.415.3791
MMorawski@GovHRusa.com

Project Approach & Methodology

A detailed plan specifically designed for you.

Project Understanding

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.



MGT: EXPERTS IN RECRUITING

"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."

MGT Client Satisfaction Components



Proposed Work Plan

PHASE 1 POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups),

surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- ◆ One-on-one or group interviews with stakeholders identified by the City.
- ◆ Community forums (in-person or via video) can be used to gather input and feedback.
- ◆ Surveys can be used for department personnel and/or the community to gather feedback.
- ◆ Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$195/hour plus actual expenses if incurred). One organizational survey is included. A Community Survey can be conducted for \$2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for City review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2 ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- ◆ MGT consultants will personally identify and contact potential candidates.
- ◆ Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- ◆ Placement of the Position Announcement:
 - Public sector online Career Centers.
 - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the City with a list of advertising options for approval.

PHASE 3 CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- ♦ Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- ♦ Candidates will be narrowed down to those that meet the qualification criteria.
- ♦ Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
 - References provided by the candidate are contacted.
 - Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate.

PHASE 4 PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- ♦ MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- ♦ MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- ♦ The City will receive a log of all applicants and may review resumes if requested.
- ♦ Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

PHASE 5 INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- ♦ Develop the first and second round interview questions for City review and comment.
- ♦ Coordinate candidate travel and accommodations.
- ♦ Provide City with an electronic file that includes:
 - Candidates' credentials.

PROJECT APPROACH & METHODOLOGY

- Set of questions with room for interviewers to make notes.
- Evaluation sheets to assist interviewers in assessing the candidate’s skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- | | |
|--|---|
| ✓ Social Security Trace & Verification | ✓ County/Statewide Criminal |
| ✓ US Federal Criminal Search | ✓ Civil Search |
| ✓ Enhanced Verified National Criminal | ✓ Bankruptcy, Leans, and Judgements |
| – National Sex Offender Registry | ✓ Motor Vehicle Record |
| – Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol | ✓ Education Verification – All Degrees Earned |
| – Office of Foreign Assets Control (OFAC) Terrorist Database Search | Optional: Credit Report – Transunion with score (based on position and state laws) |
| – Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA) | Optional: |
| – All felonies and misdemeanors reported to the National Database | – Professional License Verification |
| | – Drug Screen |
| | – Employment Verification |

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- ♦ Tour of City facilities.
- ♦ Interviews with senior staff.

PHASE 6 APPOINTMENT OF CANDIDATE

Activities

- ♦ MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- ♦ MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Position Assessment, Position Announcement, & Brochure														
Phase 2: Advertising, Candidate Recruitment, & Outreach														
Phase 3: Candidate Evaluation & Screening														
Phase 4: Presentation of Recommended Candidates														
Phase 5: Interviewing Process & Background Screening														
Phase 6: Appointment of Candidate														

Commitment to Diversity, Equity, & Inclusion in Recruitments

MGT is a leader in diversity, equity, and inclusion (DEI) consulting services, strategic planning, and organization transformation. MGT's experience working in diverse communities across the United States and working with organizations seeking to change organization culture is critical to the success of all our projects. We have a track record of building awareness, solutions, and direction for systemic change by generating transformative ideas and solutions, information, and practices into operational strategies, which help us stand out in all our projects.

MGT is also one of the original and premier disparity research firms in the country. Disparity studies were the first instance of bringing principles of diversity, equity, and inclusion into the public sector, through the procurement process, and since 1990, **MGT has conducted more than 230 public sector disparity studies**. These studies are designed to improve procurement departments, promote and advance equity, and improve economic outcomes for diverse communities that have been historically marginalized by analyzing policies, practices, and programs to increase the utilization of minority- and women-owned businesses. Clients that have conducted a disparity study are in the unique position to increase and improve systematic equity through procurement and contracting, which can ultimately promote economic empowerment by creating strong business and employment pipelines in communities of color.

MGT's GovHR also has a long-standing commitment to DEI. Since the firm's inception they have supported, with their time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government, and CivicPride. Our Team Members have moderated and spoken on DEI topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training, and we are frequent speakers on incorporating equity and inclusion into all levels of local

government. Additionally, we provide a list of DEI resources on the homepage of the website at GovHRusa.com.

MGT's GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, and in several recruitment and selection processes throughout the country including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

MGT/GovHR's Recommendations to **RECRUIT** and Retain Top Talent

RESPONSIVE: ROLL OUT THE WELCOME MAT! Candidates may struggle with relocating for a new position as well as being concerned about the “fit” with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

ENCOURAGING: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider “up and coming” candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

COMPETITIVE: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

RESOURCEFUL: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully assess requirements such as Certified Public Accountant (CPA), Professional Engineer, and others that will limit your talent pool – consider using the word “ideally” or “preferably.”

UNDERSTANDING: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

INNOVATIVE: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

TRANSPARENT: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.



Cost Proposal

Defined by Impact. Driven by People.

Dedicated to the Community.

We take pride in customizing our client's needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee	\$21,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	\$1,500
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is only billed for actual cost.</i>	\$2,000*
TOTAL:	\$25,000**

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the City for reimbursement.*

Possible in-person meetings could include:

- ♦ Recruitment brochure interview process
- ♦ Presentation of recommended candidates
- ♦ Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$195/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- ♦ **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- ♦ **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- ♦ **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond Phase I advertising is requested, the City will be billed for actual advertising charges. MGT limits the extended advertising to no more than one extended search beyond the initial advertising efforts. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the City.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.



Optional Services

The Nation's Recruitment Leader.

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their careers.

RECORDED ONE-WAY VIDEO INTERVIEW OF CANDIDATES

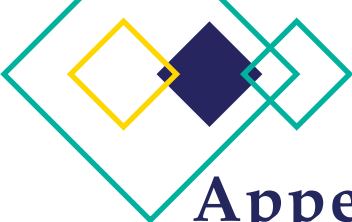
Candidates we recommend for your consideration can complete a one-way video interview with three to five questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview at a cost of \$100 per candidate.

LEADERSHIP/PERSONALITY TESTING

MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the City is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees can range between \$100 to \$500 per candidate.

360° EVALUATION

As a service to the City, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position at six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.



Appendix A. Consultant Biography

The biography of our proposed consultant is provided on the following page.

Michael (Mike) Brethorst joined MGT / GovHR USA in 2024. Mike currently serves in GovHR's Recruitment Services, offering executive recruiting and general consulting.

With 20 years of municipal management experience, Mike has held roles as a Chief Administrative Officer (CAO), Director and Chief of Staff. He is a retired Lieutenant Colonel (LTC) with the Army National Guard, with 22 years of service as a Military Intelligence Officer, including multiple overseas deployments and seven years as a Counterintelligence Special Agent. Mike actively contributes to the community as an Adjunct Professor and a volunteer High School Football Coach. His broad experience spans city, county, and federal levels across various states and countries.



In government, Mike has served on boards like the Minnesota Association of Small Cities, League of Minnesota Cities, Center for Rural Policy and Development and has been involved with the Coalition of Greater Minnesota Cities and the Missouri River Energy Services.

Mike's work in community and civic engagement encompasses leading departments like HR, public works, and economic development. He has driven the expansion of industrial parks, supported business retention and development, revitalized downtown areas, and improved administrative services. Mentoring staff and supporting professional development, especially among young professionals, is a key component of his approach to community improvement.

His dedication extends to mentoring and coaching, emphasizing his commitment to both personal and infrastructure development.

Professional Education

- **Master of Science:** Public, Human Services and Health Administration
Minnesota State University Moorhead, Moorhead, MN
- **Bachelor of Science:** Public Administration
Emphasis: Community and Economic Development
St. Cloud State University, St. Cloud, MN
- **Associates of Arts Degree**
Fergus Falls Community and Technical College, Fergus Falls, MN
- Military: Graduate, Command and General Staff College, Fort Leavenworth; Fort Leavenworth, KS

Certifications

- Just Culture Certification Graduate Certificate
- International City/County Manager - Credentialed Manager Candidate (ICMA-CM) - expired
- Key Public Power Account Executive (KPPAE) – American Public Power Association
- Business Retention and Expansion International – Certified Consultant

Civilian Career

- Essentia Health - Director Financial Preservices, Duluth, MN 2023-24
- Essentia Health - Senior Employee Labor Relations Specialist (Contract Negotiator), Duluth, MN, 2021-2023
- County Administrator, Becker County, Detroit Lakes, MN, 2019 -21
- City Administrator, City of Melrose, MN, 2011-19
- Admin. Officer (AO), Dept. Veteran Affairs, Fargo, ND, 2008-11
- City Administrator, City of Barnesville, MN, 2004-08
- Community Development Director, City of Brainerd, MN, 2001 - 04
- Executive Dir, Ada EDA, Ada, MN, 1999 – 01

Military Career (Leadership)

- J2 Branch Chief, Intelligence, JFHQ
- J2 Deputy Branch Chief, Intelligence, JFHQ
- G6 Branch Chief, Signal, JFHQ
- G2 Div Asst Chief of Staff, Intel., 34th ID [Talisman Saber -13]
- S2 Brigade Intelligence Officer (Senior Intel. Officer) 1/34 BCT
- S2X (Senior Counterintelligence Officer) 1/34BCT, [OIF 06-08]
- Company Commander, HHOC 634, MI BN
- S2 BN Intel. Officer (Senior Intel. Officer) 2/136 MECH [SFOR XVII]

Memberships& Affiliations (current and former)

- Minnesota City and County Management Association (MCMA),
- League of Minnesota Cities (LMC), Board Member, 2017
- MN Association of Small Cities (MASOC), Board Member, 2011-15
- Center for Rural Policy and Dev., Board Member, 2008 - 12
- Municipal Clerks and Finance Officers Association - Minnesota
- American Legion and Veteran of foreign Wars – Detroit Lakes, MN
- Lions International – Barnesville and Melrose, MN
- Melrose Chamber of Commerce
- Detroit Lakes Chamber of Commerce



Executive Vice President for Recruiting Services | GovHR, within MGT's Social Impact Solutions

Charlene Stevens

Charlene Stevens joined GovHR USA in 2019 and has conducted over 70 executive recruitments across the country with a wide variety of jurisdictions. Charlene currently leads GovHR's Recruitment Services and continues to directly conduct recruitments as well as offer general consulting services and strategic planning facilitation.

Charlene has over 20 years of experience in municipal management, serving as either a CAO or Assistant CAO. She has worked in rural communities, suburban and urban communities. Charlene was fortunate to have a diverse career that allowed her to serve in both city and county government and to serve in three states: Minnesota, Kansas, and Pennsylvania.



During her local government career, Charlene held numerous national, regional, and state leadership positions including Regional Vice President for ICMA. Charlene has expertise in community and civic engagement, having started her career in neighborhood services and led community-wide visioning and strategic planning efforts for two communities. Charlene enjoys working with diverse stakeholders and with different forms of engagement. Charlene also enjoys mentoring young professionals and women. She has also regularly presented at state and national conferences.

Professional Education

Master of Public Administration, University of Kansas, Lawrence, Kansas

Bachelor of Arts, International Relations, Pomona College, Claremont, California

Professional Development & Speaking Engagements

Instructor, International City and County Management Association (ICMA), Emerging Leaders Development Program

Instructor, ICMA Mid-Career Institute

Speaker, numerous conferences

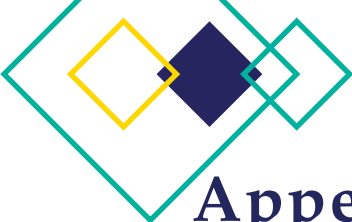
Memberships & Affiliations

- International City and County Management Association (ICMA), Current Member
- ICMA Task Force on Members in Transition, Co-Chair, 2020-2021
- ICMA Task Force on Welcoming New Members, Chair, 2009-2015
- ICMA Task Force on Women in the Profession, Member, 2012-2014
- ICMA Regional Vice President, ICMA Executive Board Member, 2003-2006
- ICMA Committee of Professional Conduct, Chair, 2006
- ICMA Conference Host Committee, Co-Chair, 2002
- League of Minnesota Cities (LMC), Board Member, 2013-2015
- Coalition of Greater Minnesota Cities (CGMC), Board Member, 2011-2015
- Minnesota City and County Management Association (MCMA), Current Member
- YMCA of Woodbury Community Board, Past Board Chair, 2017-2023
- KUCIMAT President, University of Kansas, 2013-2014
- Willmar Area Rotary, 2011-2015
- Kansas Association of City and County Managers (KACM), Member, 2006-2011
- Leadership Wichita Graduate
- Founding Member, Women in Public Service, Wichita/Sedgwick County, KS
- Association of Pennsylvania Municipal Managers (APMM), Member, 1997-2006

Professional Background

Over 20 Years of Local Government Leadership and Management Experience.

- City Administrator, Cottage Grove, MN, 2015-2018
- City Administrator, Willmar, MN, 2011-2015
- Assistant County Manager, Sedgwick County, KS, 2006-2011
- Assistant Township Manager, Lower Gwynedd, PA, 1999-2006
- Assistant Township Manager, Buckingham, PA, 1997-1999
- Neighborhood Assistant, City of Wichita, KS, 1995-1996



Appendix B. Client List

A list of the clients we have had the pleasure of partnering with that complements the City's recruitment request is provided on the following page.

City Management Client List

State	Client	Position Title	Year	Population
Alaska	Bethel	City Manager	2019	6,500
	Bethel	City Manager	2023	6,500
	Homer	City Manager (Professional Outreach)	2019	5,300
	Homer	City Manager (Professional Outreach)	2024	5,300
	Seward	City Manager	2019	2,693
	Unalaska	City Manager	2017	4,768
Arizona	Buckeye	City Manager	2021	69,744
	Kingman	City Manager	2023	34,669
California	Antioch	City Manager	2024	115,264
Colorado	Dacono	City Manager	2024	6,494
	Eagle	Town Manager	2017	6,739
	Englewood	City Manager	2019	34,957
	Loveland	City Manager	2024	82,460
Connecticut	Bloomfield	Town Manager	2024	21,301
	Cheshire	Town Manager	2017	29,261
	East Hampton	Town Manager	2019	13,000
	Enfield	Town Manager	2015	45,246
	Enfield	Town Manager	2018	45,246
	Enfield	Town Manager	2022	45,246
	Granby	Town Manager	2023	11,375
	Manchester	General Manager	2021	59,710
	Meriden	City Manager	2018	60,838
Delaware	Simsbury	Town Manager	2023	25,517
	Newark	City Manager	2018	33,398
Florida	Apopka	City Administrator	2024	55,496
	Lakeland	City Manager	2020	110,000
	Miami Beach	City Manager	2024	88,000
	Ponce Inlet	Town Manager	2022	3,411
Georgia	Albany	City Manager	2021	77,434
	Decatur	City Manager	2018	25,000
Illinois	Algonquin	Village Manager	2012	30,947
	Arlington Heights	Village Manager	2014	75,500
	Barrington	Village Manager	2018	10,455
	Bensenville	Village Manager	2015	20,703
	Bloomington	City Manager	2018	78,005
	Buffalo Grove	Village Manager	2010	42,909
	Carbondale	City Manager	2011	25,092
	Cary	Village Administrator	2011	17,840
	Centralia	City Manager	2020	13,000
	Clarendon Hills	Village Administrator	2014	8,653
	Clarendon Hills	Village Manager	2010	8,653

	Crest Hill	City Administrator	2015	21,169
	Crest Hill	City Administrator	2021	21,169
	Crest Hill	City Administrator	2024	21,169
	Decatur	City Manager	2014	76,178
	Decatur	City Manager	2018	76,178
	DeKalb	City Manager	2013	44,862
	DeKalb	City Manager	2018	43,849
	Dixon	City Manager	2015	18,601
	East Moline	City Administrator	2011	21,300
	East Moline	City Administrator	2016	21,300
	East Peoria	City Administrator	2016	23,503
	Effingham	City Administrator	2010	12,384
	Effingham	City Administrator	2018	12,577
	Elmhurst	City Manager	2010	46,387
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2013	10,550
	Fox Lake	Village Administrator	2021	10,550
	Freeport	City Manager	2017	25,000
	Galesburg	City Manager	2010	33,706
	Galesburg	City Manager	2022	33,706
	Galesburg	City Manager	2023	33,706
	Geneseo	City Administrator (Virtual)	2019	6,500
	Glen Ellyn	Village Manager	2010	27,000
	Glencoe	Village Manager	2013	8,900
	Greenville	City Manager	2021	7,000
	Hanover Park	Village Manager	2012	38,510
	Highland Park	City Manager	2011	31,365
	Hinsdale	Village Manager	2013	17,631
	Homer Glen	Village Manager	2011	24,220
	Inverness	Village Administrator	2013	7,400
	Joliet	City Manager	2013	147,806
	Joliet	City Manager	2017	147,806
	Kenilworth	Village Manager	2012	2,562
	Kenilworth	Village Manager	2024	2,562
	La Grange	Village Manager	2022	15,610
	La Grange	Village Manager	2017	15,610
	Lake Barrington	Village Administrator	2022	4,879
	Lake Forest	City Manager	2018	19,375
	Lake Villa	Village Administrator	2013	8,774
	Lake Zurich	Village Manager	2015	19,967
	Libertyville	Village Manager	2016	20,431
	Lincoln	City Administrator	2014	14,500
	Lincolnshire	Village Manager	2012	7,500
	Lindenhurst	Village Administrator	2017	14,468
	Lisle Township	Township Administrator (Virtual)	2024	119,040
	Lombard	Village Manager	2013	43,815
	Long Grove	Village Manager	2023	8,153
	Marengo	City Administrator	2011	7,614

	McHenry	City Administrator	2023	27,135
	Mokena	Village Administrator	2015	19,042
	Moline	City Administrator	2017	43,100
	Monmouth	City Administrator	2014	9,444
	Morton Grove	Village Administrator	2011	23,500
	Morton Grove	Village Administrator	2024	23,500
	Mt. Prospect	Village Manager	2015	54,771
	Mundelein	Village Administrator	2020	31,385
	New Lenox	Village Administrator	2011	25,000
	Niles	Village Manager	2021	30,001
	Normal	City Manager	2017	54,264
	North Chicago	Chief of Staff	2021	30,020
	Northbrook	Village Manager	2021	35,000
	Northfield	Village Manager	2023	5,400
	Oak Brook	Village Manager	2014	8,058
	Oak Brook	Village Manager	2021	8,058
	Oak Park	Village Manager	2021	52,000
	Oak Park Township	Township Manager	2023	51,774
	Orland Park	Village Manager	2016	60,000
	Orland Park	Village Manager	2019	60,000
	Palos Heights	City Administrator (Virtual)	2021	12,480
	Pekin	City Manager	2016	33,223
	Pingree Grove	Village Manager	2020	10,000
	Pingree Grove	Village Manager	2023	10,000
	Plainfield	Village Administrator	2021	41,734
	Princeton	City Manager	2011	7,700
	Princeton	City Manager	2019	7,700
	River Forest	Village Administrator	2010	11,635
	River Forest	Village Administrator	2021	11,635
	Rock Island	City Manager	2011	39,684
	Rock Island	City Manager	2021	39,684
	Savoy	Village Administrator (Virtual)	2020	8,607
	Schaumburg Township	Township Administrator (Virtual)	2021	140,000
	Schiller Park	Village Manager	2015	11,692
	Shorewood	Village Administrator	2018	17,495
	Skokie	Village Manager	2013	67,824
	Sycamore	City Manager (Professional Outreach)	2021	18,557
	Tinley Park	Village Manager	2013	56,831
	Vernon Hills	Village Manager	2021	25,911
	Villa Park	Village Manager	2022	22,038
	Volo	Village Administrator	2013	6,283
	Washington	City Administrator	2015	15,700
	Washington	City Administrator	2021	15,700
	Wauconda	Village Administrator	2013	14,125
	Wauconda	Village Administrator	2017	14,125
	Wauconda	Village Administrator	2021	14,125
	Willowbrook	Village Administrator	2019	8,967
	Woodridge	Village Administrator	2017	33,256

Indiana	Munster	Town Manager	2014	23,603
	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Bondurant	City Administrator	2017	5,493
	Burlington	City Manager	2011	25,663
	Indianola	City Manager	2022	15,833
	Knoxville	City Manager	2021	7,300
	Marshalltown	City Administrator	2024	27,338
	Muscatine	City Administrator	2020	23,819
	Newton	City Administrator	2016	15,000
	Washington	City Administrator	2011	7,266
	Webster City	City Manager	2016	8,000
	West Liberty	City Manager	2013	3,736
	Windsor Heights	City Administrator	2023	4,860
	Windsor Heights	City Administrator	2019	4,860
Kentucky	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846
Maine	Bangor	City Manager	2021	33,039
Maryland	Greenbelt	City Manager	2016	23,753
	Hagerstown	City Administrator	2015	40,612
	Sykesville	Town Manager	2019	3,941
	Takoma Park	City Manager	2023	17,629
	Westminster	City Administrator	2021	18,522
Massachusetts	Cambridge	City Manager	2016	110,000
	Eastham	Town Administrator	2016	4,956
	Provincetown	Town Manager	2015	2,990
	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2015	8,400
	Williamstown	Town Manager	2021	8,400
Michigan	Adrian	City Administrator	2018	20,676
	Adrian	City Administrator	2020	20,676
	Albany	City Manager	2018	8,337
	Alpena	City Manager	2012	10,410
	Caro	City Manager	2012	4,208
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Delta Charter Township	Township Manager	2014	32,400
	Eastpointe	City Manager	2019	32,673
	Ferndale	City Manager	2019	20,428
	Hamtramck	City Manager	2017	21,752
	Kalamazoo	City Manager	2013	75,000
	Lincoln Park	City Manager	2019	36,665
	Oakland Township	Township Manager	2013	16,779
	Oakland Township	Township Manager	2018	19,132
	Rochester	City Manager	2022	13,017
	Rochester	City Manager	2015	13,017
	Royal Oak	City Manager	2020	59,112
	Troy	City Manager	2018	83,181
	Troy	City Manager	2024	83,181

Minnesota	Becker	City Administrator	2021	4,874
	Blaine	Director of Administrative Services	2024	67,939
	Fairmont	City Administrator	2024	10,477
	Golden Valley	City Manager	2024	22,715
	Hibbing	City Administrator	2021	15,855
	Lindström	City Administrator	2023	4,888
	Minnetonka	City Manager	2022	53,953
	Scandia	City Administrator	2023	4,149
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	Waconia	City Administrator	2021	13,500
Missouri	Ballwin	City Administrator	2020	30,181
	Cape Girardeau	City Manager	2020	38,000
	Ferguson	City Manager	2015	21,111
	Jackson	City Administrator	2024	15,702
	Maryland Heights	City Administrator	2015	27,436
	Ozark	City Administrator	2024	21,284
	Republic	City Administrator	2016	15,590
	South Lyon	City Manager	2018	11,327
	University City	City Manager	2017	35,172
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
	Wildwood	City Administrator	2014	35,517
	Wildwood	City Manager	2019	35,524
Nebraska	Nebraska City	City Administrator	2022	7,200
Nevada	Boulder City	City Manager	2021	16,207
New Hampshire	Portsmouth	City Manager	2019	21,796
New Jersey	Waldwick	Borough Administrator	2015	9,800
New York	Mamaroneck (Town)	Town Administrator	2021	29,156
	Mamaroneck (Village)	Village Manager	2018	19,426
	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837
North Carolina	Albemarle	City Manager	2024	16,404
	Ayden	Town Manager	2023	5,000
North Dakota	Minot	City Manager	2020	45,700
Ohio	Oberlin	City Manager	2016	8,390
Pennsylvania	Ferguson Township	Township Manager	2017	18,300
	Ferguson Township	Township Manager	2022	18,300
	Patton Township	Township Manager	2022	15,801
	South Fayette Township	Township Manager	2018	14,416
Rhode Island	North Kingstown	Town Manager	2015	26,326
Tennessee	Oak Ridge	City Manager	2023	31,402
Texas	Burleson	City Manager	2011	36,990
	Burleson	City Manager	2018	43,960
	Missouri City	City Manager	2022	74,139
Vermont	Winooski	City Manager	2022	7,997
Virginia	Chesapeake	City Manager	2019	245,000
	Newport News	City Manager	2023	181,958

	Portsmouth	City Manager	2020	96,000
	Salem	City Manager	2019	25,643
	Virginia Beach	City Manager	2019	442,707
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (Professional Outreach)	2021	8,090
West Virginia	Bridgeport	City Manager	2019	8,582
	Bridgeport	City Manager	2021	8,582
	Morgantown	City Manager	2016	31,000
Wisconsin	Baraboo	City Administrator	2019	12,048
	Beaver Dam	City Administrator	2021	16,291
	Bellevue	Village Administrator	2018	15,524
	Beloit (City)	City Manager	2015	36,966
	Beloit (Town)	Town Administrator	2016	7,083
	Beloit (Town)	Town Administrator	2020	7,083
	Brown Deer	Village Manager	2012	12,000
	Burlington	City Administrator	2014	10,511
	Cedarburg	Town Administrator	2015	11,475
	Fond du Lac	City Manager	2012	43,021
	Fort Atkinson	City Manager	2012	12,300
	Franklin	Director of Administration	2019	36,155
	Glendale	City Administrator	2016	12,920
	Harrison	Village Manager	2021	13,185
	Hartford	City Administrator	2015	14,251
	Hobart	Village Administrator	2016	8,500
	Janesville	City Manager	2013	63,480
	Lake Geneva	City Administrator	2015	7,710
	Lisbon	Town Administrator/Clerk	2014	10,734
	Monroe	City Administrator	2020	10,827
	Oak Creek	City Administrator	2016	35,243
	Plymouth	City Administrator/Utilities Manager	2020	8,540
	Plymouth	Director of City Services	2010	8,540
	Prairie du Chien	City Administrator	2017	5,900
	Princeton	City Administrator	2010	1,504
	Rhineland	City Administrator	2018	7,800
	Richfield	Village Administrator	2009	11,500
	Rome	Town Administrator	2016	2,720
	Sheboygan	City Administrator	2023	48,327
	Shorewood	Village Manager	2017	13,331
	Waukesha	City Administrator	2012	71,158
	Waukesha	City Administrator	2014	71,158
	Waukesha	City Administrator	2023	71,158
	West Bend	City Administrator	2016	31,000
	Whitewater	City Manager	2012	14,300
	Whitewater	City Manager	2022	14,300



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Fenway Field Rehabilitation Project Approval
To: Honorable Mayor and City Council
From: Dave Adams, Public Works Director

BACKGROUND:

Over the past few years, there have been concerns brought forward about the conditions of the infields at Fenway Park. The infields were originally installed when the park was built in 2007 and very little improvements have been made to them since installation. In 2021, staff were asked by the Parks Lakes and Trails Commission to investigate the costs of rehabilitating the fields after numerous safety concerns were brought forward to them. Estimated costs were brought forward and due to the price and a low fund balance, this project was ultimately pushed to a later date. In 2023, Forest Lake City Council approved \$250,000 for the Fenway Improvement Project. This project included the pickleball resurfacing, infield rehabilitation, and fence lowering. Staff have solicited quotes and received two quotes to complete the project. The low bid was received from Peterson Companies in the amount of \$141,420.

ISSUE BEFORE COUNCIL:

Should the City Council accept the low bid and proceed to have the five infields at Fenway Park rehabilitated?

PROPOSAL/ANALYSIS:

There have been concerns raised for several years about the conditions of the infields at Fenway Park. Inconsistent maintenance, adding an excessive amount of ag lime to the fields, and just the fields nearing 20 years old have all contributed to the infields needing rehabilitation. There have also been some technological advancements since the fields were built in 2007 that will not only make this rehabilitation turn the fields back to their original design, but also make future scheduled minor rehabilitations cheaper and easier. Field elevations are now able to be digitally entered into a system that will laser guide machines to cut and fill around the infield to make them perfectly sloped.

As far as the actual project goes, the City has told the contractor that if the project is awarded, work cannot begin until September 1st. This allows for the completion of the summer leagues that use the fields and would also not interfere with the annual Police/Fire softball game that occurs every August. Once the fields close, they will not reopen until Spring of 2025. This long-term closure is needed due to a decent amount of sod that will be installed to modify field five

and the outer rings of all the fields in the quad. Closure will also let the heavily disturbed ag lime heal and firm up. FLSD, who schedules fields at Fenway have been notified of this possible project approval and have tentatively blocked out all fields from September through the rest of the year, so this project will not conflict with any current reservations.

FISCAL IMPACT:

The fiscal impact of this project will be an expense of \$141,420 and \$14,000 (10% contingency) totaling \$155,420 from the Park Dedication Fund. Impact to the Fenway Improvement Project when adding in the pickleball court resurfacing totals \$174,290 of the \$250,000 budgeted amount. Final step of this project, fence lowering, is estimated at approximately \$20,000 which will result in the total Fenway Improvement Project to come in at least \$50,000 under anticipated budget

OPTIONS:

1. Approve project award to Peterson Companies
2. Amend and approve project award to Peterson Companies
3. Do not award project

RECOMMENDATIONS:

“Motion to approve Fenway Field Rehabilitation Project to Peterson Companies in the amount of \$141,420 with a \$14,000 contingency for a total project cost of \$155,420.”

ATTACHMENTS:

- Peterson Companies Bid Proposal
- Blackstone Contractors, LLC Bid Proposal



January 31, 2024

Fenway Fields
City of Forest Lake
Dave Adams

RE: Fenway Fields Bid Proposal REVISED FOR 2024 CONSTRUCTION

Dave,

The following pricing is for the renovations to the Fenway Fields as discussed onsite. I have broken out the pricing between the softball fields and baseball field as discussed.

Softball Fields: Includes Fields 1-4

Irrigation: \$5,720.00

- To facilitate re-grading / removing the lip at each radius and transition grading, the irrigation heads should be located and lowered to allow rototilling and tolerance grading of the transition.
- Following grading efforts, the irrigation would be dug back up and raised to the proper new elevations

Bases/Rubbers/Home Plate: \$5,320.00

- Since grading efforts will revise the elevations of the aglime infields, some of the sleeves will more than likely have to be adjusted to new grades (dug up and reset) Each field appears to contain 3 sets of bases (9) 3 pitching rubbers/anchors and home plate.
- Reinstallation of salvaged anchors (we have NOT included any monies for new anchors and/or anchors, home plates, pitching rubbers at this time.

Re-Grading: \$50,700.00

- Remove soils at existing transition/lip (aglime/topsoil build up over the years) These soils will be exported and disposed of offsite.
- Rototill the radius edge of each ballfield to allow transition grading between aglime and existing topsoil
- Perform initial balancing of aglime materials within each field. Per the topo shots constructed compared against the original plan:
Field 1 shows a cut of 76, fill of 7 CY or excess of ~69 CY
Field 2 shows a cut of 26, fill of 34 or import of ~8 CY
Field 3 shows a cut of 20, fill of 29 or import of ~9 CY
Field 4 shows a cut of 31, fill of 11 or excess of 20 CY
- Although grading adjustments will more than likely be required onsite to tie in properly, it appears that we should have excess aglime materials as originally assumed. These soils will be used in and amongst each field as necessary. The balance of excess will be carted to the parking lot utilizing smaller equipment. The surplus aglime soils could be used to button up the batting cages / bullpens, could be exported to city stockpile or can be exported from the site and disposed of by Peterson.



- Tolerance grade all aglime surfaces and adjacent topsoil areas to provide smooth transition
- Sod cut outer perimeter and install sod to disturbed topsoil areas
- Sweep parking lot staging area following completion

Mobe/Survey: \$6,710.00

- Misc. mobilization of equipment
- Topo survey of existing fields
- Computer generation of original field profile based on original construction plans to allow machine control laser grading of all areas

Subtotal Softball Fields: \$68,450.00

Baseball Field, Bullpens and Batting Cages:

Irrigation: \$4,310.00

- In order to re-grade / remove the hump at each radius, the irrigation heads should be located and lowered to allow rototilling and tolerance grading of the transition.
- Following grading efforts, the irrigation would be dug back up and raised to the proper new elevations

Re-Grading/Restoration: \$31,800.00

- To facilitate re-grading / removing the lip at each radius and transition grading, the irrigation heads should be located and lowered to allow rototilling and tolerance grading of the transition.
- Rototill all aglime to grass areas to allow transition grading between aglime and existing topsoil
- Excavate and remove existing aglime running paths between home and 1st/3rd base as well as walking paths from warning track to home plate areas. Materials will be removed and disposed of.
- Import, cart and place topsoil to backfill areas noted above
- Tolerance grade aglime area and topsoil
- Sod all disturbed areas

Pitching Mound / Home Plate: \$10,620.00

- Furnish 60 bags of Hilltopper Mound Clay, new pitching rubber and new home plate
- Re-work/reshape both the pitching mound and home plate with new mound clay

Batting Cages: \$6,750.00

- Utilize small equipment to gain access to the batting cage areas and cart in ~2-3" of aglime to freshen up the cages
- Currently, I do not have any new aglime figured, could use excess aglime from softball fields and/or possibly additional aglime from baseball main aglime area



8326 WYOMING TRAIL
CHISAGO CITY, MN 55013
(P) 651.257.6864
(F) 651.257.3393
PETERSONCOMPANIES.NET

Bullpens:

\$15,860.00

- Furnish 80 bags each/160 bags total of Hilltopper Mound Clay
- Rework/shape the main pitching areas, reset existing mounds as necessary
- Utilize small equipment to gain access to the bullpen areas and cart in aglime to freshen up
- As noted for cages, no import of aglime currently assumed

Mobe/Survey:

\$3,630.00

- Misc. mobilization of equipment
- Topo survey of existing baseball field
- Computer generation of original field profile based on original construction plans to allow machine control laser grading of all areas

Subtotal Baseball: \$72,970.00**Total Baseball & Softball: \$141,420.00****Items Specifically Excluded:**

- We have NOT included any monies for new anchors, mounds or home plate at softball areas
- We have not included the import of any additional aglime (we believe there will be excess)

Please call with any questions,

Luke Kowarsch
651-257-0307



SPECIALTY CONTRACTING

9520 County Road 19, Suite D
Loretto, MN 55357

Phone: 763-291-7728
Fax: 763-445-2107

Date: 1/31/2024

To: Dave Adams

Re: Fenway Fields Ballfield Renovation

Blackstone Contractors is pleased to provide the following quote for construction services:

- To furnish and supply labor and materials for the following items as discussed and existing Fenway plans provided.

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Softball Field Re-tolerance (Includes new sod at outfield transition)	LUMP SUM	1	\$65,000.00	\$65,000.00
2	Baseball Field Re-tolerance (Includes new sod at transitions) - Includes basepath's	LUMP SUM	1	\$74,000.00	\$74,000.00
3	Batting Cages - Place assumed salvaged aglime from softball fields per discussions	LUMP SUM	1	\$8,500.00	\$8,500.00
4	Bullpens - reconstruct mounds and home plate area with new mound clay per discussions	LUMP SUM	1	\$15,000.00	\$15,000.00
			Total	\$162,500.00	\$162,500.00

- No imported Aglime is currently included
- An onsite review would be required prior to construction commencement
- Excludes Permits, Bonds, Excavation, Testing, Fencing, and any work not related to the above item

Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Note this proposal may be withdrawn by us if not accepted within 10 days.

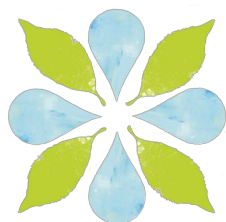
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do work as specified.

Date: _____ Signature: _____

Respectfully Submitted: Blackstone Contractors LLC

Contact: Bruce Karvonen, Estimator/Project Manager, Phone 763.291.7728



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Request for Proposal for Airport Manager
To: Mayor and City Council
From: Kristina Handt, Interim City Administrator

BACKGROUND:

In the past, a hangar owner served as the airport manager until about 2017/2018 when the assistant city administrator had it added to his duties. There is now a need to bring in a level of expertise to manage the airport, develop policies, negotiate and enforce lease provisions, and provide better oversight of the airport operations that exceed the capacity of current city staff in combination with their other duties.

ISSUE BEFORE COUNCIL:

Should the City Council Authorize the Issuance of a Request for Proposals for Airport Management and Operation Services? If so, are there any changes that should be made to the RFP before issuance?

PROPOSAL/ANALYSIS:

Included in your packet is a Request for Proposal (RFP) for Management and Operation of the Forest Lake Airport. The RFP is seeking a firm or individual to serve as airport manager for a two-year period beginning January 1, 2025. The city can re-evaluate at that time if the contract should be extended or if the airport operations are in a state that they could be maintained by city staff. It lays out the scope of services, including the development of minimum use standards (airport guidelines) as discussed at the joint airport commission city council meeting in June. Scope of services cover administrative tasks, operation and maintenance, equipment, property leases, the airport closure (if needed in an emergency), communications and meetings and general expectations. It also allows for the proposer to include additional services not listed in the RFP for the City's consideration. Currently, the RFP does not require a specific amount of time or days/hours for the manager to be at the airport. Council may want to discuss setting some minimums, however, recognize that is likely to come at a cost. The RFP also takes the approach that the manager would take a more economic development approach with duties including: Along with the CITY's ongoing economic development efforts, market the AIRPORT to potential tenants, aviation groups, and the general public. It also notes, the Airport must be run as an enterprise with customer service and profitability a priority.

Minimum requirements include 5 years as an Airport Manager at a similar or larger sized airport or any combination of training, education and experience that meets the requirement in the City's sole discretion.

City staff will score submittals based upon overall qualifications, familiarity with municipal airports, fee structure and references. Interviews of the top applicants may occur before the final selection of a firm.

FISCAL IMPACT:

Costs are unknown at this time. This would be a new cost to the airport fund beginning in 2025.

OPTIONS:

- 1) Approve Issuance of Request for Proposal for Airport Manager
- 2) Amend and then Approve Issuance of Request for Proposal for Airport Manager
- 3) Do not issue a Request for Proposal for Airport Manager

RECOMMENDATIONS:

"Motion to approve the issuance of a Request for Proposal for Airport Manager."

ATTACHMENTS:

- Request for Proposal for Airport Manager

CITY OF FOREST LAKE, MN

REQUEST FOR PROPOSALS FOR AIRPORT MANAGER

Notice is hereby given that the City of Forest Lake, Minnesota will receive sealed proposals from qualified contractors for the position of Airport Manager for the Forest Lake/Deponti Memorial Airport. The term of this agreement shall begin on January 1, 2025 and be for two (2) years ending December 31, 2026.

One original copy and one electronic copy of your responses to this Request for Proposal. These copies are to be received at the offices of the City of Forest Lake no later than 4:00pm on August 23, 2024. Proposals should be directed and delivered to:

City of Forest Lake
Attn: City Administrator-RFP-Public Works Facility Space Needs Assessment
1408 S Lake St.
Forest Lake, MN 55025

Please direct questions to Kristina Handt 651.209.9750 or kristina.handt@ci.forest-lake.mn.us

Proposals are to be clearly labeled "**Airport Management Services.**" Any proposal received after the time noted above will be rejected.

Specifications and proposal packet may be obtained from Forest Lake City Hall or from City's website www.ci.forest-lake.mn.us under News. If you have any questions regarding this request for proposal, please contact Kristina Handt with the City of Forest Lake at (651) 209-9750 or kristina.handt@ci.forest-lake.mn.us

The City of Forest Lake reserves the right to waive irregularities in proposals, to reject any and all proposals with or without cause, and to award the contract with the successful proposer that it determines to be in the best interest of the City of Forest Lake.

The City of Forest Lake does not discriminate on the basis of race, color, national origin. sex, religion, age, or handicap status in employment or provision of service.



Forest Lake

AS GOOD AS IT SOUNDS

Request for Proposals Management and Operation of the Forest Lake Municipal Airport

RFP Issued: July 24, 2024

Proposals due by: August 23, 2024

REQUEST FOR PROPOSAL (RFP)

MANAGEMENT AND OPERATION OF FOREST LAKE MUNICIPAL AIRPORT

Introduction

The Forest Lake/Daniel DePonti Memorial Airport is municipal owned with about 30 hangar lots that are leased and the hangars are owned by the lessees. In addition there is one, city owned hangar that is leased out annually to three tenants. The City has adopted an Airport Layout Plan that includes additional lots, taxiways, and a runway expansion.

The City of Forest Lake (CITY) invites qualified firms and individuals to submit proposals to perform the services required to manage and operate the Forest Lake/DePonti Memorial Municipal Airport (AIRPORT). The CITY will use weighted criteria in evaluating the proposals and as further detailed elsewhere in this Request for Proposals.

CITY Resources Available for Respondent

The CITY will provide work space in the Arrival/Departure Building for the successful Respondent to operate from. The CITY intends to assign one paid CITY staff person to the Airport to be a point of contact between the CITY and the successful Respondent, to manage the contract with the successful respondent, and to address leasing of AIRPORT property and managing grants. The City's Public Works Department is responsible for all mowing and snow clearing services on public roads and facilities.

Proposal

Proposals shall be concise, containing no more than twenty (20) double-sided pages of material. Please note that a Cover letter, Table of Contents, Attachments A and B found at the end of the proposal, and Resumes will not be considered part of the twenty (20) pages.

Proposals should provide sufficient information to fully describe the scope of services to be provided in any proposed contractual arrangement with the CITY. Utilizing the cover letter or the entire proposal will not suffice as a scope of services under the contract. Applicants are expected to provide a detailed description of those tasks which the Airport Manager would conduct as the scope of services. Proposals are to include the Respondent's estimated cost for the provision of services necessary to operate the Airport and proposed terms of an agreement with the CITY. The proposed terms will be utilized in negotiation of a contract between the CITY and the successful Respondent.

This RFP does not commit the CITY to award a contract or contracts, to defray any costs incurred in the preparation of a response to this RFP, or to procure or contract for services. The CITY reserves the right to cancel, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date and submittal requirements. If the CITY cancels or revises the RFP, all Respondents of record will be notified in writing by the CITY.

If mail delivery is used, it is advised that the proposal be mailed early enough to ensure arrival by the deadline. Use of the U.S. Postal Service or courier service will be at Respondent's own risk. The CITY will not be liable or responsible for any late delivery of proposals.

The CITY reserves the right to request additional information and/or clarification from any or all Respondents to this RFP. These requests will be made in writing by the CITY.

All submitted Proposals and proposal documents are subject to the provisions of the Minnesota Data Practices Act. All Proposals and related documents are to become the property of the CITY and may become a public record.

SCOPE OF SERVICES

The CITY desires to obtain comprehensive proposals from Respondents to manage and operate the Airport. Utilizing the cover letter or the entire proposal will not suffice as a description of the scope of services, Respondents are expected to provide a detailed description of those tasks which the Airport Manager would conduct as the scope of services.

Each Respondent should include at a minimum the basic services listed below as well as any other additional services that Respondent believes will enhance the management and operation of the Airport, and a description of Respondent's plan to achieve all such services.

Term and Amount

The term of this agreement shall begin on January 1, 2024 and be for two (2) years ending December 31, 2026.

The amount to be paid to the Manager by Sponsor for the duties and responsibilities of the Manager of the Airport listed herein shall be on a monthly basis. This amount shall continue for the first two (2) year term of the agreement.

Basic Services including Development of Minimum Use Standards

In coordination with the CITY, manage and operate the Airport and associated aviation activities and facilities, except for grounds maintenance and snow removal which will be completed by the City's Public Works staff. The CITY is also in need of someone to lead the development, review and adoption of Minimum Use Standards for the AIRPORT. Although specific services, and the manner in which those services may be provided, will be determined through negotiations, the CITY requests each Respondent respond with services which would typically include, but are not limited to:

- Perform all the tasks set forth herein under the general supervision of the CITY.

Administrative Services:

- Assists with the preparation and management of the AIRPORT budget during the fiscal year through the CITY's Public Works and Finance Departments.
- Along with the CITY's ongoing economic development efforts, market the AIRPORT to potential tenants, aviation groups, and the general public.
- Along with the CITY, develop and put in place airport rules and regulations consistent with Minnesota Statute 360.038, subdivision 3.
- Provide, if called upon, information to the CITY Administrator related to the operation of the AIRPORT that might be needed for the CITY's annual budget development process, and assist, if called upon, with

questions related to airport operations and the airport budget or expenses that might arise as a part of the CITY's or any funding source's annual audit of the AIRPORT.

- Report maintenance concerns to public works director in timely fashion and/or issue NOTAM if maintenance needed has or will cause an unsafe situation.
- Make recommendations to the CITY concerning the acquisition of needed non-capital facilities, supplies, consumables and services, for which reimbursement is expected, and submit to the CITY from time-to-time as needed.
- Obtain and maintain a copy on-site of all plans, licenses, permits, authorizations and approvals required by federal, State and local laws to operate the AIRPORT, and keep detailed records at the AIRPORT of all such licenses, permits, authorizations and approvals, a copy of which shall be provided to the CITY and which shall be subject to inspection of the CITY from time-to-time.
- Shall not permit the use of the AIRPORT to be used for any illegal or unauthorized purpose, or any hanger, vehicle or equipment for any illegal or unauthorized use and shall notify the CITY and the appropriate law enforcement agency as needed.
- Work with the CITY to ensure that the AIRPORT is always adequately insured.
- All CITY equipment shall remain on the AIRPORT premises and not be used for personal use or gain, or any purpose other than the operation of the AIRPORT and operators shall be trained and, where appropriate, licensed and insured for the operation of the equipment they use.

Operations and Maintenance:

- Operate and maintain the AIRPORT in accordance with and in full compliance with the regulations of the all Federal, State of Minnesota and local laws.
- Be responsible for safety and security of the AIRPORT. Enforce Airport rules, Bylaws, and regulations. Operate and maintain the AIRPORT for the safe use and benefit of the public. Assure safe operating procedures are followed for various events. Recommend changes or new ordinances and regulations as required to ensure the safe and efficient operation and use of the Airport.
- Operate and maintain all equipment and property comprising the AIRPORT, including runways, taxiways, ramps, radio equipment, buildings, storage tanks, pumps, vehicles, airport lighting, airport signs and pavement markings, weather and navigational aids, parking lots and entry road (free of debris), walkways, and other airport infrastructure, in good, safe and operational condition, so long as necessary maintenance or repair does not to exceed the sum of \$500, in which case the need shall immediately be reported to CITY management.
- Inspect the AIRPORT on a regular basis, including but not limited to runways, taxiways, ramps and parking areas, and airport equipment such as airport lighting, the MIRL, the UNICOM, the REIL, and the beacon to ensure the AIRPORT is in a safe condition for aeronautical activities. Document discrepancies and initiate work orders with the CITY as needed for corrective actions.
- In addition to managing the fuel transactions (ordering and selling of fuel), set prices, perform or coordinate with others the inspections required by the owner of fuel storage and dispensing equipment, regularly inspect fuel storage and dispensing equipment for leaks and safe operation, including dispensing vehicles, fuel farms, fuel pumps, and any variances from required safety and environmental standards shall immediately be reported to the owner of the equipment and the CITY.
- Complete Annual Homeland Security Tier II Emergency Hazardous Chemical Inventory.
- Ensure prompt cleaning and removal of all foreign objects and debris, soil, stones, and other hazards to aircraft or aviation from the runways, taxiways, ramps, and aircraft parking areas.

Equipment:

- Arrange for non-routine capital replacement of CITY equipment through the CITY's Public Works Department, or as agreed to or directed by the CITY Administrator.
- Make recommendations to the CITY concerning capital facilities and equipment acquisition and replacement, and submit the recommendations to the CITY on an annual basis.

Property Leases:

- The AIRPORT OPERATOR shall assist the CITY to manage leased property at the AIRPORT and shall assist the CITY to make available AIRPORT facilities and services (runways, taxiways, ramp, pilot facilities, parking) on fair and reasonable terms and without discrimination. The CITY shall grant all such privileges by lease, permit or other appropriate means upon recommendation of the AIRPORT OPERATOR and the CITY shall not unreasonably withhold approval of leasehold requests or requests to provide aeronautical services. No rights to possession or ownership of AIRPORT property are conveyed herein to the AIRPORT OPERATOR.
- Be responsible for all activities relating to AIRPORT leases as directed by CITY, which may include renewal, insurance tracking, issuance of new leases, enforcement of lease obligations and enforcing airport rules and regulations on the activities of lessees. The AIRPORT OPERATOR shall be responsible for general enforcement of the airport rules and regulations on airport lessees, pilots and passengers, and commercial service providers. The AIRPORT OPERATOR shall not enter into leases permitting nonaeronautical use of any place on the property, without CITY and MnDOT concurrence.
- Oversee annual inspections of all leased lots for private and commercial hangars to ensure compliance with lease terms.
- Manage agricultural leases and make recommendations to the CITY regarding the same.

Airport Closure:

- Close the airport if it is deemed that an emergency exists justifying closure, immediately notify emergency response authorities. The AIRPORT OPERATOR shall immediately issue a Notices to Airmen (NOTAM) and notify the FAA of the closure. The AIRPORT OPERATOR shall also clearly designate the closure with markings, signs and devices consistent with FAA regulations, cooperate fully with the FAA and the Minnesota Department of Transportation Aeronautics (MnDOT) and, as appropriate, with the National Transportation Safety Board ("NTSB") with accident investigation, and work to clear the incident, repair any damage, and re-open the airport only when safe.

Communications and Meetings:

- The AIRPORT OPERATOR will lead the development, review and adoption of Minimum Use Standards for the AIRPORT. This will involve meetings and consultation with stakeholders, the Airport Commission, CITY staff and City Council. These standards shall be in place within 6 months of execution of a contract between the CITY and AIRPORT OPERATOR.
- Issue Notices to Airmen (NOTAM) as appropriate pertaining to airfield conditions and facilities.
- Keep regular posted business hours at the AIRPORT, as needed, and be on call twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days a year.
- Represent the CITY at construction meetings, permitting meetings, meetings with the airport's engineer, meetings with the public, meetings with the MnDOT and such other AIRPORT-related meetings at such times and places as the CITY may request. Develop and maintain

communication and goodwill with all entities having an interest in the Airport.

- Serve as the point of contact for airport business as designated by the CITY, but shall be only one of multiple point of contact(s) for the CITY with respect to grants of MnDOT.
- Consult frequently and as needed with the CITY (typically at least once each week) by phone, in-person or in writing concerning pending issues and matters of business at the AIRPORT and is required to attend regular AIRPORT Commission meetings, staff meetings of CITY staff and regular meetings of the CITY Council.
- Coordinate with and assist commercial providers in their operations at the AIRPORT.
- Cooperate with the CITY's airport engineering firm with its long-term and infrastructure planning efforts and capital projects at the AIRPORT.
- Lead CITY coordination of Annual Fly IN Event Setup and Takedown.
- Attend meetings of the Airport Commission and advise the CITY Clerk on items for discussion or business to include on the agenda; the AIRPORT OPERATOR shall make presentations of interest which include the number of operations, fuel sold, airport planning and development, and other topics of timely interest. Submit both oral and written reports to the Airport Commission and City Council as requested.

General:

- The agreement between the CITY and the AIRPORT OPERATOR shall be subordinate to the provisions of any existing or future agreement between the CITY and the State of Minnesota, the execution of which has been or may be required as a condition precedent to the expenditure of state funds for the development of the AIRPORT. In the event that the CITY reasonably determines that this Agreement or any provision hereof is contrary to the obligations of the CITY to the State of Minnesota, the CITY shall have the unilateral right to modify or terminate this Agreement to ensure the CITY's compliance with all such agreements with the State of Minnesota.

Additional Services

In coordination with CITY, the Respondent may propose additional services to further manage, operate, and maintain the Airport and associated aviation activities and facilities.

Each Respondent can propose services based on the needs of the Airport and the capability of the responding firm or individual(s).

MINIMUM QUALIFICATIONS

Respondent must have a minimum of five (5) years experience as an Airport Manager at a similar or larger size airport, or any combination of training, education and experience that meets the requirement. The CITY at their sole discretion will determine if qualifications meet the minimum requirements. The Respondent must have demonstrated successful experience complying with all applicable federal, state and local regulations. Respondent must have the ability to respond to the airport in a reasonable amount of time when called for an emergency. The Airport must be run as an enterprise with customer service and profitability a priority. Respondent must be able to demonstrate business acumen in the areas of airport revenue and expenditure projections, budgeting and the ability to identify and reach business objectives. A firm will be considered in compliance with these requirements by demonstrating that one or more of its principals has the requisite experience.

SUBMITTAL

Proposals must include the following:

Cover Letter - Summarizing the Proposal and key aspects of the services to be provided as well as Respondent's relevant history in the aviation industry. The letter must be signed by an individual having the legal authority to negotiate and sign contracts on behalf of the Respondent and identify the individual designated as the primary point of contact.

Management, Qualifications and Experience - Identify the individual or individuals that would be actively engaged in the management and operations of the Airport. Include a description of their credentials, business acumen, familiarity with airport operations and experience in managing airport enterprises. Specifically describe recent, within the past five (5) years, experience with an emphasis on experience at airports of a similar size and with similar regulatory requirements. Resumes may also be included as an attachment to the Proposal.

Familiarity with the Unique Needs of Municipal Airports - Describe municipal airport's general challenges and strengths and the steps Respondent would propose to maximize or mitigate same as appropriate.

Conceptual Plan and Approach - Describe the specific services Respondent anticipates providing; how it plans to partner with the CITY and with City staff in policy decisions and implementation; its approach to customer service and relations with existing tenants and contractors; and any other information Respondent deems relevant to the services to be provided.

Scope of Services - Address each basic service with details regarding Respondent's capability. List other additional services and Respondent's capabilities related to those additional services.

Draft Cost Proposal - With the understanding that the successful Respondent and CITY will enter into good faith negotiations to finalize mutually acceptable compensation, services and other provisions to be incorporated into a Services Agreement, Respondents are requested to submit a draft cost proposal that has one or all of the following components: The anticipated compensation expected for each of the basic or additional services as proposed;

References- Include the name, address, phone number and email address of at least three references who are willing to provide information as to Respondent's experience and performance within the last five (5) years related to airport management. Include a brief description of the airport management services that were provided either as a direct employee or under a similar airport management contract.

Attachments-Completion and submission of Attachment A (Organizational Information Cover Sheet) and Attachment B (Certification Letter from Signatory Authority) included at the end of this RFP.

SUBMISSION REQUIREMENTS AND COMMUNICATIONS

Respondents shall submit their Proposal in a sealed envelope bearing the name and address of the Respondent and clearly marked "Airport Management Services" on the outside of the envelope. Proposals must be submitted **no later than 4:00 p.m. local time on Friday, August 23, 2024**, to the address set forth below:

Mail:

City of Forest Lake
Attn: Kristina Handt
1408 Lake St. S.
Forest Lake, MN 55025

Hand Delivery:

1408 Lake St. S
Forest Lake, MN 55025

Proposals received after this date and time will not be considered.

Questions regarding this RFP or to request a site visits should be written and directed to Kristina Handt at kristina.handt@ci.forest-lake.mn.us

The CITY reserves the right, in its sole discretion, to reject any Proposal which fails to meet the requirements outlined in this RFP in any respect, to reject all Proposals for any reason whatsoever and to waive minor irregularities in any Proposal. Respondent is solely responsible for all costs incurred responding to this RFP.

SELECTION PROCESS & WEIGHTED CRITERIA

CITY staff will review each response for proposal completeness and compliance and technical scoring in each category. A consensus score will be assigned to each response based on the following weighted evaluation criteria:

Overall qualifications and Experience

30 Points

Overall qualifications and experience in the field of airport management, demonstrated success in the running and managing of airport business operations, meeting revenue projections, accomplishing business objectives, and a demonstrated capacity to provide airport management, operations services and an overall ability to perform as set forth in this document and in the contract agreement which is attached hereto as an Exhibit.

Familiarity with the Unique Needs of Municipal Airports

30 Points

Overall familiarity with municipal, state funded airports, and familiarity with their particular strengths and challenges. This may include detailing conceptual plans and approaches to implementation, and evidence of an understanding of the scope of services being requested.

Proposed Fee Structure

30 Points

The fees proposed should be detailed to ensure a meaningful and accurate reflection of total anticipated costs in providing the services requested.

References**10 Points**

At least three references shall be provided who the AIRPORT OPERATOR has worked with in the last five years.

Review of the Proposals. Respondents will be ranked, and one or more Respondent may be asked to participate in an interview. Whether or not interviews are conducted the successful Respondent will enter into good faith negotiations with the CITY to determine mutually acceptable compensation, services and other provisions to be incorporated into a Services Agreement.

Limitations: All reports and pertinent data or materials shall become the property of the CITY. This RFP does not commit the CITY to award an Agreement, to pay any costs incurred in the preparation of the Proposal, or to procure or contract for any services. The CITY reserves the right to accept or reject any or all Proposals received as a result of this request, to negotiate with any qualified Respondent, or to cancel in part or in its entirety this RFP, if it is in the best interest of the CITY to do so.

Attachment A**ORGANIZATIONAL INFORMATION COVER SHEET
(Required for all Proposals)**

Name of Organization: _____

Address of Organization: _____

Contact Person: _____

Phone Number: _____

Total Number of Staff: _____

Federal ID Number: _____

Corporation No. _____ (if applicable)

Attachment B**CERTIFICATION LETTER FROM SIGNATORY AUTHORITY**

CERTIFICATION: The information contained in this proposal fairly presents the organization and its proposed operating plans and budget for Airport Management Services. I acknowledge that I have read and understand the requirements and provisions of the RFP.

I further certify that all information contained in this proposal is true and correct and shall be open to verification should the City of Forest Lake desire to do so.

I agree that our organization will abide by the rules, regulations, state and local policies, as applicable to law, regulations, and plans for administration.

I certify that I am authorized to sign the attached proposal and to commit this organization to the provision of services contained therein.

Finally, I do hereby certify that this organization is not currently in any stage of formal bankruptcy proceedings.

Authorizing Official's Name and Title

Authorizing Official's Signature

Date

Social Security Number or Taxpayer ID Number



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: July 23, 2024
Agenda Item: Accept Donations for Arts in the Park – Kids and Family Nights
To: Honorable Mayor and City Council
From: Dawn Bugge, Community Development Administrative Assistant

BACKGROUND:

The City has scheduled two 'Kids and Family Nights' as part of the summer Arts in the Park concert series. Evening entertainment on these two dates include musical entertainment for kids. To offset the cost associated with these additional entertainers, the City solicited donations from area businesses. State statute requires cities to accept donations via Resolution.

ISSUE BEFORE COUNCIL:

Should the Council accept the donations from area businesses for Arts in the Park – Kids and Family Nights?

PROPOSAL/ANALYSIS:

The following businesses have made a donation to the City of Forest Lake in sponsorship of the Forest Lake Arts in the Park – Kids and Family Nights on either July 16 or August 13, 2024.

State Farm – Neal Peterson Agency: \$150

Keep It Up Tutoring: \$150

MapleTree Pediatric Dentistry: \$150

Shopko Optical: \$150

FISCAL IMPACT:

The donated funds will be deposited and accounted for as revenue in the Arts in the Park contracted entertainment budget.

OPTIONS:

- 1) Approve Resolution No 07-23-24-04 to Accept the Donations for Arts in the Park.
- 2) Amend and then Approve Resolution No 07-23-24-04 to Accept the Donations for Arts in the Park.
- 3) Do not accept the donations.

RECOMMENDATIONS:

“Motion to approve Resolution No 07-23-24-04 Accepting the Donations from State Farm – Neal Peterson Agency, Keep it up Tutoring, MapleTree Pediatric Dentistry, and Shopko Optical for Arts in the Park – Kids and Family Nights with gratitude.”

ATTACHMENTS:

Resolution No. 07-23-24-04

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

RESOLUTION NO. 07-23-24-04

RESOLUTION ACCEPTING DONATION

WHEREAS, the following businesses have submitted a donation to the City of Forest Lake in the following amounts:

State Farm – Neal Peterson Agency: \$150
Keep It Up Tutoring: \$150
MapleTree Pediatric Dentistry: \$150
Shopko Optical: \$150

WHEREAS, the listed businesses made these donations for the purpose of sponsoring the City of Forest Lake Arts in the Park – Kids and Family Night Events; and,

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

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

1. The 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 23rd day of July, 2023.

Mara Bain, Mayor

Attest:

Jolleen Chaika, City Clerk