

NOTICE OF AGENDA

CITY COUNCIL MEETING

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

Forest Lake City Center – Council Chambers
Forest Lake, Minnesota

August 26, 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 August 12, 2024 Regular Council Meeting
 - c. Envision Glass Option Agreement
 - d. DNR Beltz Park Grant Agreement Amendment
 - e. Water Treatment Plant No. 4 – Contractor’s Request for Payment No. 25
 - f. Taxiway A3 and Taxi lane Bravo Extension Project – Contractor’s Request for Payment No. 2
 - g. Washington County NEC - Development Agreement Amendment #1
 - h. Shadow Creek Estates - Grading Permit and Agreement
 - i. Approve Excluded Gambling Permit Application: Ducks Unlimited
 - j. Approve Excluded Gambling Permit Application: Forest Lake Boys Hockey Blue Line Club
 - k. First Amendment to MNSPECT Agreement – Fire Inspection Rate Increase
 - l. Declaring Surplus Equipment and Property
 - m. Resolution 08-26-24-03 Authorizing DNR Easements Application for Eureka Avenue Project

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

7. Regular Agenda (Action Items)
 - a. MnDOT State Fiscal Year 2025 Airport Grants-Silas Parmar
 - b. Ordinance 740: Parks and Recreation Commission Ordinance – Abbi Wittman
 - c. Crockett Land Donation – Abbi Wittman
 - d. Airport Commission Appointment – Mayor Bain
8. Staff Updates
9. Mayor and City Council Updates
10. Adjourn

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INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
EXP CHECK RUN DATES 08/13/2024 - 08/26/2024
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Page: 1/12
3

Vendor Code	Vendor Name		
Inv. Date	Invoice	Description	Amount
10064	ALEX AIR APPARATUS INC		
07/26/2024	INV-50490	(STOCK) E2 EXTENDED LIFE BATTERY	739.00
TOTAL FOR: ALEX AIR APPARATUS INC			739.00
10102	AMERICAN IMPORTS		
08/02/2024	44875	SQUAD 2013 - CHANGE OIL & TIRE ROTATION	52.03
08/06/2024	44908	SQUAD 2014 - CHANGE OIL & TIRE ROTATION & LOF, SCREW IN WHICH LEFT REAR TIRE	550.69
TOTAL FOR: AMERICAN IMPORTS			602.72
MISC-UB	ANTHONY PECK		
08/12/2024	7109510	UB refund for account: 7109510 *UB refund for account: 7109510	132.37
TOTAL FOR: ANTHONY PECK			132.37
10157	AQUARIUS SYSTEMS		
07/24/2024	224279	HYDRAULIC P.W. MOTOR	2,253.00
TOTAL FOR: AQUARIUS SYSTEMS			2,253.00
MISC-UB	ASHLEY PREUSSER		
08/13/2024	7116677	UB refund for account: 7116677 *UB refund for account: 7116677	262.18
TOTAL FOR: ASHLEY PREUSSER			262.18
MISC-UB	ASPEN MANAGEMENT LLC		
08/12/2024	7117575	UB refund for account: 7117575 *UB refund for account: 7117575	280.90
TOTAL FOR: ASPEN MANAGEMENT LLC			280.90
10185	AT & T MOBILITY		
07/11/2024	287284342696X07192	AT & T MOBILITY - JULY 2024	394.81
TOTAL FOR: AT & T MOBILITY			394.81
10201	AXON ENTERPRISE INC		
08/01/2024	INUS269500	BUNDLE - TASER 10 CERTIFICATION	27,001.71
TOTAL FOR: AXON ENTERPRISE INC			27,001.71

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Page: 2/12
4

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14018	BANK OF MONTREAL - BMO		
07/27/2024	Amazon Mar Paint	Paint sprayer parts	41.60
07/27/2024	Amazon Mktpl R71j5	Door Jams	41.97
07/27/2024	Amazon Mktpl R795f	flag pole holders for street light poles	326.20
07/27/2024	Amazon Mktpl Rc3yr	New MN Flag for Lakeside	63.94
07/27/2024	Amazon Mktpl Rj2ku	NIGHT TO UNITE SUPPLIES	106.56
07/27/2024	Amazon.Com Rj5ur9c	Door open indicator E2.	22.97
07/27/2024	Amzn Mktp US Rj97z	Station cleaner.	115.55
07/27/2024	Bca Training Educa	Search Warrant Class-J.Brown	150.00
07/27/2024	Cub Foods #1634	July 4th Festivities / Snacks & Fruits	94.64
07/27/2024	Discountmugs.Com	COMMUNITY ENGAGEMENT SUPPLIES	350.37
07/27/2024	In Marie Ridgeway	Officer Mandatory Check-In	130.00
07/27/2024	Intoximeters Inc	Repair damaged PBT	311.05
07/27/2024	Ionos Inc.	FL Safety Camp Domain Name	9.05
07/27/2024	Lakes Area Canvas	Replacement of Bimini Top for Weed Harvester	1,150.00
07/27/2024	Mai McLean Parts	Filter for Well #3 Air Conditioner	125.88
07/27/2024	Mailchimp	Monthly Mail Chimp subscription	26.50
07/27/2024	Minnesota Equipmer	CN FL24005021 - Mow Blades Replacement	190.88
07/27/2024	Mn Pollution Contr	Training Certification Fee-C.Prickett	1,170.00
07/27/2024	Mn Pollution Contr	Online payment fee for training-C.Prickett	25.16
07/27/2024	Motomart 3304	CH1 vehicle fuel.	9.57
07/27/2024	Officemax/Depot 63	Folders for interview packets, office supplies	70.40
07/27/2024	Oreilly 1517	Grammits Return wrong size - Axon Antennas	11.21
07/27/2024	Paddle.Net Lacrm	CRM for I-Pads.	60.00
07/27/2024	Post Board Service	MN POST License Service Fee - Officer A. Germann	1.94
07/27/2024	Quill Corporation	CUBICLE NAMEPLATES (3 FOR CITY SIDE TO REPAY WHAT THEY'VE GIVEN IN PAST).	175.50
07/27/2024	Sievers Creative	Vet's Memorial Monument Visualization Services	1,750.00
07/27/2024	Simplifile.Com	Mister Car Wash Permanent Easement Recording	57.18
07/27/2024	Sq Rush Creek Poli	SWAT Badge - C. Johnson	83.20
07/27/2024	Stapls76358282420f	LABEL MAKER TAPE PER REQUEST OF OFFICER COULTER	59.41
07/27/2024	State Of Mn Post E	POST License - Officer A. Germann	90.00
07/27/2024	The Home Depot #28	concrete drill bit	21.61
07/27/2024	Thomson West Tcd	Clear Investigative Software June 2024	811.31
07/27/2024	U Of M Contlearnir	Pesticide License Training - M. Olson	145.00
07/27/2024	Usps Po 2633200045	postage for water samples	29.30
07/27/2024	Wal-Mart #2274	CONCESSIONS	256.76
07/27/2024	Wm Supercenter #22	CONCESSIONS	544.83
07/27/2024	Zayo Group,llc	June 2024 Allstream Invoice	2,923.72
TOTAL FOR: BANK OF MONTREAL - BMO			11,553.26
14059	BENEFIT EXTRAS INC		
07/20/2024	07202024	SETTLE PURCHASE	130.48
07/24/2024	07242024	CLAIM REIMBURSEMENT	297.00
07/26/2024	07262024	SETTLE PURCHASE	88.56
08/01/2024	08012024	SETTLE PURCHASE	30.00
07/09/2024	123010	COBRA NOTIFICATIONS PACKET & MONTHLY PARTICIPATION FEE	331.00
TOTAL FOR: BENEFIT EXTRAS INC			877.04
MISC-UB	BERNHARD & CHRISTINA BAUMGARTNER		
08/13/2024	7117461	UB refund for account: 7117461 *UB refund for account: 7117461	219.90
TOTAL FOR: BERNHARD & CHRISTINA BAUMGARTNER			219.90
14128	BOLTON & MENK INC		
07/25/2024	0341120	NORTH LAKES ACADEMY - SITE DEVELOPMENT	178.00
07/31/2024	0342353	AIRFIELD PAVEMENT	1,300.00
07/31/2024	0342354	TAXIWAY A3 & TAXILANE BRAVO	14,400.00
07/31/2024	0342502	AIRPORT GENERAL/ROUTING ENG	615.00
TOTAL FOR: BOLTON & MENK INC			16,493.00

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JOURNALIZED
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Page: 3/12
5

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14186	BRUCE'S FOODS INC		
08/06/2024	0203 08-06-24	24 PK OF WATER QUANTITY - 7	27.93
08/06/2024	0204 08-06-24	24 PK OF WATER QUANTITY - 1	3.99
TOTAL FOR: BRUCE'S FOODS INC			31.92
14193	BS&A SOFTWARE		
08/01/2024	154994	MULTIPLE SERVICES AUGUST 1, 2024 - AUGUST 1, 2025	32,688.00
TOTAL FOR: BS&A SOFTWARE			32,688.00
18019	CAPITAL ONE TRADE CREDIT		
07/23/2024	541201205240464	73350-1 8X30 HARDWOOD DOLLY & 5721341-1"X6' RATCHET 2PK 1500	40.82
07/25/2024	541201207240555	157145-NSTAR 2.2GPM PUMP W/LEA	118.74
07/25/2024	541201207241223	RETURN - 157145-NSTAR 2.2GPM PUMP W/LEA & PURCHASE OF 6092621-PUMP 2GPM DEMAND THRD	(42.75)
07/23/2024	541202205248245	143892-TRAILER ASSIST GORILLA & 44067-3;000LB A- FRAME TOPWIND	227.98
TOTAL FOR: CAPITAL ONE TRADE CREDIT			344.79
18024	CARGILL INC		
07/31/2024	2909824373	KD CRSE SO BULK NSF 60 - 49,680.00 LB	6,775.36
TOTAL FOR: CARGILL INC			6,775.36
18305	CHASE PAYMENTECH		
07/03/2024	SERVICE072024	SERVICE FEE PAYMENTS-JULY UB	142.32
05/01/2024	SERVICES052024	SERVICE FEE PAYMENTS-MAY BL	2.21
05/15/2024	SERVICES052024	SERVICE FEE PAYMENTS-MAY BL	2.03
05/23/2024	SERVICES052024	SERVICE FEE PAYMENTS-MAY BL	1.31
05/02/2024	SERVICES052024	SERVICE FEE PAYMENTS-MAY UB	778.88
TOTAL FOR: CHASE PAYMENTECH			926.75
MISC-UB	CHRIS SOLLER		
08/13/2024	7103292	UB refund for account: 7103292 *UB refund for account: 7103292	132.64
TOTAL FOR: CHRIS SOLLER			132.64
18113	CINTAS CORPORATION		
07/29/2024	4200292033	UNIFORM & CLOTHING - M.WELSH	73.76
08/05/2024	4201012256	UNIFORM & CLOTHING - M.WELSH	73.76
08/12/2024	4201732660	UNIFORM & CLOTHING - M.WELSH	73.76
TOTAL FOR: CINTAS CORPORATION			221.28
18148	CLEAR CHOICE AUTO GLASS		
07/19/2024	W0022565	SQUAD 2013 - WINDSHIELD (SIR CONTR) (3RD VISOR FRIT) (HUMIDITY SE) & LABOR 3.30 HOURS	741.99
TOTAL FOR: CLEAR CHOICE AUTO GLASS			741.99
18176	COMPANION ANIMAL CONTROL		
08/01/2024	JULY 2024	ANIMAL CONTROL - CONTRACTUAL SERVICES JULY 2024	1,200.57
TOTAL FOR: COMPANION ANIMAL CONTROL			1,200.57
18181	CONNEXUS ENERGY		
06/27/2024	JUNE 2024	JUNE 2024 ENERGY BILLING	2,569.76
TOTAL FOR: CONNEXUS ENERGY			2,569.76
18230	CRYSTEEL TRUCK EQUIPMENT		
07/31/2024	F51705	MAB-STIP-87/96-0906-03Y-Q/INST-40/14/20Q & 5/8" FORD PLATE -LONG & 1/2" PULL PLATE GUSSETTS (PAIR)	25,943.00
TOTAL FOR: CRYSTEEL TRUCK EQUIPMENT			25,943.00

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Page: 4/12
6

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22012	DAN'S TOWING & RECOVERY		
06/30/2024	94628	TOWING OF DODGE RAM 1500 ON 06-30-24	300.00
07/23/2024	95032	AIRBOAT - WASH ALL OIL OFF MOTOR & INSTALL VALVE COVE GASKET & REFUEL	437.50
TOTAL FOR: DAN'S TOWING & RECOVERY			737.50
22040	DAVID D. DREWS		
08/01/2024	JULY 2024	CLEANING SERVICES FOR JULY 2024 FL SENIOR CENTER	850.00
TOTAL FOR: DAVID D. DREWS			850.00
MISC-UB	DENNIS GRUBA		
08/12/2024	7100896	UB refund for account: 7100896	102.84
		*UB refund for account: 7100896	
TOTAL FOR: DENNIS GRUBA			102.84
22128	DVS RENEWAL		
08/13/2024	2024 GMC SIERRA	2024 GMC SIERRA PLATE REG	3,314.25
TOTAL FOR: DVS RENEWAL			3,314.25
26010	EATON CORPORATION		
07/31/2024	987478879	BATTERY-SERVICES	6,669.00
TOTAL FOR: EATON CORPORATION			6,669.00
26013	ECM PUBLISHERS INC		
07/25/2024	1009100	AUG 12 PH 280 BROADWAY DR SALE	21.20
08/08/2024	1011153	2023 TIF DISCLOSURE	58.30
TOTAL FOR: ECM PUBLISHERS INC			79.50
26024	EHLERS		
08/08/2024	98501	2024 CONTINUING DISCLOSURE REPORTING	3,700.00
08/08/2024	98504	TIF REPORTING - 2023 REPORTS	5,293.75
TOTAL FOR: EHLERS			8,993.75
26048	EMERGENCY AUTOMOTIVE TECHNOLOGIES		
07/26/2024	SERV24476	SERVICES ON UNIT 2002	57.50
TOTAL FOR: EMERGENCY AUTOMOTIVE TECHNOLOGIES			57.50
30013	FASTENAL COMPANY		
07/30/2024	MNTC3232228	C PROCELL ALK BTRY	17.02
07/30/2024	MNTC3232229	1/4-20 ACORN S/S & SS TPHMS1/4-20X3/4	27.12
08/05/2024	MNTC3232377	1GAL JUG DEGREASER	23.80
08/06/2024	MNTC3232402	13.5OZWAX&TARREMOVER	29.68
TOTAL FOR: FASTENAL COMPANY			97.62
30026	FERGUSON WATERWORKS #2518		
08/08/2024	0534879	LF 5/8X3/4 T10 MTR P/C R900I USG	6,066.04
07/15/2024	CM040100	RETURN - 2 MACH10 R900I USG 15-1 OI:0532043	(1,200.77)
TOTAL FOR: FERGUSON WATERWORKS #2518			4,865.27
30041	FIRE SAFETY USA INC		
07/31/2024	190023	ENGINE 3 - DAN CALLED AND SAID THE TRUCK WOULDN'T PASS DRY VAC. DRIVE TO STATION AND DRY VAC.	165.00
08/12/2024	190346	RESCUE 1 - CAB CONTROLLER INTERMITTENTLY WORKING & REMOVED ITEMS FROM COMPARTMENT	1,073.50
08/12/2024	190349	ENGINE 3 - CHECK VALVE LEAKS INTERMITTENTLY & DIFFICULT ACCESS & DRAIN FOAM MANIFOLD AND PUMP	2,323.00
TOTAL FOR: FIRE SAFETY USA INC			3,561.50

08/21/2024 11:06 AM
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EXP CHECK RUN DATES 08/13/2024 - 08/26/2024
JOURNALIZED
PAID

Page: 5/12
7

Vendor Code	Vendor Name		
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30073	FOREST LAKE ACE	HARDWARE	
07/31/2024	64570/3	WIRE 14GAX100' STEEL & ELMT GRD EXT FLT 4X QT & STATE PAINT CARE QUART FEE	40.47
08/01/2024	64574/3	HEX BUSH 1"MPTX3/4"FPT & HEX BUSHING3/4MX1/2F LF & SCRUBBR PAD ALL PURP 3PK	24.97
08/05/2024	64593/3	TUBE BRUSH NYLON 15-1/2" & TUBE BRUSH 1/2" X 8- 1/2" & MURIATIC ACID SAFER GRN & PLASTIC PAIL 2G ACE W	54.53
08/07/2024	64600/3	GUIDEPIVOT TOP#161515CD2	6.99
08/07/2024	64601/3	REUTRN - GUIDEPIVOT TOP#161515CD2 & PURCHASE - GUIDE PIVOT TOP	(0.40)
08/08/2024	64605/3	BATTERIES ALKLINE 9V 4PK	35.98
TOTAL FOR: FOREST LAKE ACE HARDWARE			162.54
30079	FOREST LAKE AREA	SCHOOLS	
08/01/2024	95915	FIELD SCHEDULING (JULY 2024)	2,000.00
TOTAL FOR: FOREST LAKE AREA SCHOOLS			2,000.00
30083	FOREST LAKE CABLE	COMMISSION	
08/08/2024	JULY 2024	FRANCHISE FEE	8,253.19
TOTAL FOR: FOREST LAKE CABLE COMMISSION			8,253.19
30148	FOREST LAKE FORD		
07/12/2024	789272	SERVICES ON FORD F350 PICKUP	211.41
TOTAL FOR: FOREST LAKE FORD			211.41
MISC-UB	FRANK & JENNIFER RILEY		
08/12/2024	7114783	UB refund for account: 7114783 *UB refund for account: 7114783	272.44
TOTAL FOR: FRANK & JENNIFER RILEY			272.44
34061	GOPHER STATE	ONE-CALL	
07/31/2024	4070401	FTP TICKETS (440); CANCELLED TICKETS (9); CORRECTION TICKETS (1): TOTAL BILLABLE TICKETS (430)	580.50
TOTAL FOR: GOPHER STATE ONE-CALL			580.50
34075	GRAINGER INC		
07/30/2024	806533923	MULTI-DRUG PAIN/FEVER REDUCER,PK200	119.46
TOTAL FOR: GRAINGER INC			119.46
MISC	GUIDANCE HOMES		
08/08/2024	PB10079	BD Bond Refund *BD Bond Refund: BEL-0067, Address: [REDACTED]	2,000.00
08/08/2024	PB10563	Note: EROSION-LANDSCAPE ESCROW REFUND BD Bond Refund *BD Bond Refund: BEL-0088, Address: [REDACTED] [REDACTED]: EROSION-LANDSCAPE ESCROW REFUND	2,000.00
TOTAL FOR: GUIDANCE HOMES			4,000.00

08/21/2024 11:06 AM
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EXP CHECK RUN DATES 08/13/2024 - 08/26/2024
JOURNALIZED
PAID

Page: 6/12
8

Vendor Code	Vendor Name		
Inv. Date	Invoice	Description	Amount
MISC	GUIDANCE HOMES INC		
08/12/2024	PB06630	BD Payment Refund *BD Refund for Trx: 0034087026, Record: PB06630, Address: [REDACTED] Comment: [REDACTED] PE ESCROW REFUND	2,000.00
08/12/2024	PB07317	BD Payment Refund *BD Refund for Trx: 0036332211, Record: PB07317, Address: [REDACTED] Comment: [REDACTED] E ESCROW REFUND	2,000.00
08/08/2024	PB09077	BD Bond Refund *BD Bond Refund: BEL-0004, SINGLE FAMILY - NEW Permit: PB09077, Address: [REDACTED] Note: EROSION-LANDSCAPE ESCROW REFUND	2,000.00
08/08/2024	PB09808	BD Bond Refund *BD Bond Refund: BEL-0045, Address: [REDACTED] N	2,000.00
08/12/2024	PB09884	BD Bond Refund *BD Bond Refund: BEL-0051, Address: [REDACTED] Note: EROSION-LANDSCAPE ESCROW REFUND	2,000.00
TOTAL FOR: GUIDANCE HOMES INC			10,000.00
38004	HACH COMPANY		
07/29/2024	14125103	BNCH SVC-DR3900 (FRV1):29-JUL-2024:28-JUL-2025:	924.00
TOTAL FOR: HACH COMPANY			924.00
MISC-UB	HARRY BEHLING		
08/12/2024	7100856	UB refund for account: 7100856 *UB refund for account: 7100856	189.47
TOTAL FOR: HARRY BEHLING			189.47
38153	HD SOD INC		
07/31/2024	13353	SOD - WHOLESALE DELIVERY	750.00
TOTAL FOR: HD SOD INC			750.00
38049	HEALTH PARTNERS		
06/26/2024	CLAIMS06262024	HPAI SELF INSURED CLAIMS 15657 - JUNE 2024	3,454.72
07/03/2024	CLAIMS07032024	HPAI SELF INSURED CLAIMS 15657 - JULY 2024	1,146.17
07/10/2024	CLAIMS07102024	HPAI SELF INSURED CLAIMS 15657 - JULY 2024	710.23
07/17/2024	CLAIMS07172024	HPAI SELF INSURED CLAIMS 15657 - JULY 2024	812.95
07/24/2024	CLAIMS07242024	HPAI SELF INSURED CLAIMS 15657 - JULY 2024	573.76
06/10/2024	PREMIUM062024	HEALTH PARTNERS PREMIUM - JUNE 2024	629.28
08/07/2024	PREMIUM072024	HEALTH PARTNERS PREMIUM - JULY 2024	620.16
08/07/2024	PREMIUM082024	HEALTH PARTNERS PREMIUM - AUGUST 2024	620.16
TOTAL FOR: HEALTH PARTNERS			8,567.43
38129	HUGO'S TREE CARE		
08/02/2024	18243	CUT TREE TO GROUND & MARKED BASSWOOD IN ROW & HAUL TREE DEBRIS (PER LOAD) INCLUDES DISPOSAL FEES	1,975.00
TOTAL FOR: HUGO'S TREE CARE			1,975.00
42005	IEDITWEB INC		
07/26/2024	01011546	SENIOR CENTER HOSTING WEBSITE 07/26/24 - 08/25/24	39.95
TOTAL FOR: IEDITWEB INC			39.95
MISC-UB	IRENE KNUUTI		
08/12/2024	7117440	UB refund for account: 7117440 *UB refund for account: 7117440	127.84
TOTAL FOR: IRENE KNUUTI			127.84

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EXP CHECK RUN DATES 08/13/2024 - 08/26/2024
JOURNALIZED
PAID

Page: 7/12
9

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MISC-UB	JON SHELTON		
08/12/2024	7108784	UB refund for account: 7108784	132.65
		*UB refund for account: 7108784	
TOTAL FOR: JON SHELTON			132.65
45213	JUDY HUNTOSH		
08/09/2024	VERIFIED CLAIM	SUMMER PLANTING FOR DOWNTOWN AND LAKESIDE PLANTERS	2,512.13
TOTAL FOR: JUDY HUNTOSH			2,512.13
45092	JUSTIN TAYLOR COMPANIES LLC		
06/25/2024	6883	PULVERIZED BLACK DIRT - 1, 12 YARD LOAD PICKED UP	240.00
TOTAL FOR: JUSTIN TAYLOR COMPANIES LLC			240.00
MISC-UB	KATHERINE PETERSON		
08/13/2024	7101741	UB refund for account: 7101741	72.83
		*UB refund for account: 7101741	
TOTAL FOR: KATHERINE PETERSON			72.83
49145	KEVIN KNOPIK		
08/09/2024	REIMB 2024	MILEAGE FOR METRO I-NET QUARTERLY MEETING	32.83
TOTAL FOR: KEVIN KNOPIK			32.83
49064	KODIAK POWER SYSTEMS		
07/28/2024	KPS1581	FOREST LAKE- OLYMPIAN D125 - TRAILER MOUNTED	10,481.41
		GENERATOR - REPAIR NO VOLTAGE CONDITION	
07/28/2024	KPS1582	LS #21 - EMERGENCY SERVICE CALL TO GENERATOR &	1,967.67
		GENERATOR FAILURE - CATASTROPHIC - EXTENSIVE	
		DAMAGE	
TOTAL FOR: KODIAK POWER SYSTEMS			12,449.08
MISC-UB	LANCE SMITH & DANIELLE SCHROHT		
08/12/2024	7115604	UB refund for account: 7115604	186.20
		*UB refund for account: 7115604	
TOTAL FOR: LANCE SMITH & DANIELLE SCHROHT			186.20
53076	LEVANDER, GILLEN & MILLER PA		
07/31/2024	35000-01000E	MAYOR/COUNCIL	1,254.00
07/31/2024	35000-01040E	LIQUOR LICENSE MATTERS	913.50
07/31/2024	35000-01045E	THC ORDINANCE	275.50
07/31/2024	35000-01046E	CODE ENFORCEMENT AND PUBLIC NUISANCES	116.00
07/31/2024	35000-02000E	ADMINISTRATION	3,465.50
07/31/2024	35000-02001E	DATA PRACTICES ACT MATTERS	116.00
07/31/2024	35000-03000E	FINANCE	29.00
07/31/2024	35000-04000E	DEVELOPMENT	1,300.00
07/31/2024	35000-04055E	GAUGHAN PURCHASE/DEVELOPMENT AGREEMENTS FOR BUSINE	145.00
07/31/2024	35000-06000E	PLANNING	275.50
07/31/2024	35000-06062E	SHIELDS PARK SWAP	198.00
07/31/2024	35000-06069E	4629 - 4649 WYNGATE WAY MINOR SUBDIVISION	198.00
07/31/2024	35000-06097E	HIDDEN CREEK PLAT	1,221.00
07/31/2024	35000-07000E	POLICE	116.00
07/31/2024	35000-09000E	PUBLIC WORKS	72.50
07/31/2024	35000-11000E	PARKS - EDA DISCUSSION	522.00
07/31/2024	35000-15000E	AIRPORT	4,727.00
TOTAL FOR: LEVANDER, GILLEN & MILLER PA			14,944.50
53092	LINDE GAS & EQUIPMENT INC		
07/31/2024	44413336	INDUSTRIAL ACETYLENE IND HIGH PRESSURE > 100CF -	185.80
		RENTAL 06/20/2024 TO 07/20/2024	
TOTAL FOR: LINDE GAS & EQUIPMENT INC			185.80

08/21/2024 11:06 AM
User: KIM.CARLSON
DB: Forest Lake

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
EXP CHECK RUN DATES 08/13/2024 - 08/26/2024
JOURNALIZED
PAID

Page: 8/12
10

Vendor Code	Vendor Name		
Inv. Date	Invoice	Description	Amount
53160	LRS PORTABLES LLC		
07/25/2024	MP254999	MULTIPLE RENTALS FOR PARKS & CASTLEWOOD GOLF & NORTHLAND NURSERIES & 4TH OF JULY	5,480.00
TOTAL FOR: LRS PORTABLES LLC			5,480.00
57008	MADDEN GALANTER HANSEN ATTORNEYS AT		
08/08/2024	JULY 2024	SERVICES RENDERED - 7/1/2024 - 7/31/2024	630.00
TOTAL FOR: MADDEN GALANTER HANSEN ATTORNEYS AT			630.00
57402	MARTIN MARIETTA MATERIALS		
07/22/2024	43129015	MV4 WEAR REC-BM	237.65
07/22/2024	43129268	MV4 WEAR REC-BM	250.12
07/23/2024	43154463	MV4 WEAR REC-BM	320.54
07/29/2024	43216835	MV4 WEAR REC-BM	670.42
TOTAL FOR: MARTIN MARIETTA MATERIALS			1,478.73
57403	MASTER MECHANICAL, INC		
07/31/2024	76653	RAN DIAGNOSTICS ON VRF SYSTEM TO PIN POINT OVER CURRENT ERROR & WAS ABLE TO ISOLATE PROBLEM SYSTEM	2,997.50
TOTAL FOR: MASTER MECHANICAL, INC			2,997.50
57350	MATTHEW KARNES		
07/31/2024	REIMB 2024	MILEAGE FOR POLICE DRIVING SCHOOL	83.08
TOTAL FOR: MATTHEW KARNES			83.08
57106	MENARDS		
07/29/2024	39240	2" LOUVERED MINI VENT	76.08
07/29/2024	39260	1 X 3/4 90DEG FMLE ELBOW & 1" INSERT TEE	12.57
07/30/2024	39295	L"XL00' 160# NSF POLY	59.99
07/30/2024	39303	LOPKL" POLY PINCH CLAMP	20.88
07/31/2024	39362	CONCRETE MIX	36.70
07/31/2024	39363	BROWN MULCH	66.60
07/31/2024	39381	CONCRETE MIX	44.04
08/02/2024	39511	8 X 1-1/4 PH PAN SDS SS & 10 X 1-1/4 PH PAN SDS SS & REPAR PLTE STRP1-1/2X22-5	13.92
08/02/2024	39527	CONCRETE MIX	222.08
08/05/2024	39719	GLAD FORCE FLEX DRAWSTRNG & GLAD 13 GAL 68CT QT BAG	22.97
08/08/2024	39963	4PK BEAN BAG SET BLACK & 4PK BEAN BAG SET RED	31.96
08/12/2024	40214	1-1/2" X 4" GALV NIPPLE & 1-1/2" X 6" GALV NIPPLE & 1-1/2" X 5" GALV NIPPLE & 1-1/2 45DEG GALV ST ELB	121.34
TOTAL FOR: MENARDS			729.13
57410	MERCHANT BANK FEES		
08/02/2024	FEE080224	MERCH SERV BANKCRD FEES-AUGUST	67.10
TOTAL FOR: MERCHANT BANK FEES			67.10
57123	METRO SALES INC		
08/01/2024	INV2575736	RICOH/IM 350F COPIER	94.09
TOTAL FOR: METRO SALES INC			94.09
57401	METRO-INET		
08/01/2024	2085	USER, COMPUTER & EMAIL SUPPORT	22,637.00
07/30/2024	2126	TICKET 183089 - J. LEHMAN	101.00
TOTAL FOR: METRO-INET			22,738.00
57131	METROPOLITAN COUNCIL - ENVIRONMENTA		
08/01/2024	0001175730	WASTE WATER SERVICES DEF REV - SEPTEMBER 2024	143,589.25
TOTAL FOR: METROPOLITAN COUNCIL - ENVIRONMENTA			143,589.25

08/21/2024 11:06 AM
User: KIM.CARLSON
DB: Forest Lake

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
EXP CHECK RUN DATES 08/13/2024 - 08/26/2024
JOURNALIZED
PAID

Page: 9/12
11

Vendor Code	Vendor Name		
Inv. Date	Invoice	Description	Amount
57139	MHSRC / RANGE		
07/25/2024	337900-11105	EVOC/PIT REFRESHER HYBRID - M. KAMES	525.00
08/08/2024	337900-11144	PIT HYBRID - Z. BOESEL	645.00
TOTAL FOR: MHSRC / RANGE			1,170.00
57158	MIDCONTINENT COMMUNICATIONS		
07/02/2024	14014890114129	AIPORT PHONE JULY 2024	174.09
TOTAL FOR: MIDCONTINENT COMMUNICATIONS			174.09
57166	MIDWESTONE BANK		
07/31/2024	PP072024	POSITIVE PAY MONTHLY FEE-JULY	58.70
07/24/2024	WIREFEE072024	WIRE TRANSFER FEE	10.00
TOTAL FOR: MIDWESTONE BANK			68.70
57279	MNSPECT LLC		
07/31/2024	560626	PLAN REVIEW - PERMIT # PF000650	43.15
TOTAL FOR: MNSPECT LLC			43.15
57311	MUNICIPAL BUILDERS INC		
08/13/2024	PAY REQUEST 25	CONTRACTOR'S PAY REQUEST #25 - WTP4	212,239.99
TOTAL FOR: MUNICIPAL BUILDERS INC			212,239.99
61007	NAPA AUTO PARTS		
07/29/2024	219782	TIRE VAL	59.99
07/29/2024	219846	18MO WTY BAT & CORE DEPOSIT	328.64
07/29/2024	219868	RETURN - CORE DEPOSIT	(54.00)
08/07/2024	221198	SPIN-ON FLUID FILTER	44.06
08/08/2024	221529	U-BOLT & HANGER	19.28
08/08/2024	221533	ADAPTER TRAILER WIRE	36.80
08/09/2024	221583	PRIMARY WIRE	43.05
08/09/2024	221667	SPIN-ON FLUID FILTER	31.10
08/12/2024	221910	FUSE HOLDER	18.34
TOTAL FOR: NAPA AUTO PARTS			527.26
61042	NEWTRAX INC		
07/31/2024	99-65	FOREST LAKE AREA LOOP 07/03 & 07/10 & 07/17 & 07/24 & 07/31	2,064.75
06/30/2024	CM-FL063024	Q2 2024 CREDIT FROM GRANT FUNDS	(1,289.93)
TOTAL FOR: NEWTRAX INC			774.82
61066	NORTH COUNTRY CHEVROLET		
08/13/2024	FORESTLAKE24-103	2024 GMC SIERRA 2500 1GD49LE77RF264031	47,523.60
TOTAL FOR: NORTH COUNTRY CHEVROLET			47,523.60
65002	O'REILLY AUTO PARTS		
07/30/2024	1517-255274	BRAKE ROTOR & BRAKE PADS	289.98
08/05/2024	1517-255957	25AMP BLADE & 20AMP BLADE & ATO FUSE & 15AMP BLADE & OIL FILTER	23.29
08/08/2024	1517-256312	CAPSULE	19.48
08/08/2024	1517-256328	MEGA FUSE	4.50
TOTAL FOR: O'REILLY AUTO PARTS			337.25
65037	OTTER LAKE ANIMAL CARE CENTER		
08/08/2024	250084	ANIMAL CONTROL - MULTIPLE SERVICES CASE #2024 - 378 & 398 & 403 & 408 & 411 & 415 & 469	360.00
TOTAL FOR: OTTER LAKE ANIMAL CARE CENTER			360.00

08/21/2024 11:06 AM
User: KIM.CARLSON
DB: Forest Lake

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
EXP CHECK RUN DATES 08/13/2024 - 08/26/2024
JOURNALIZED
PAID

Page: 10/12
12

Vendor Code	Vendor Name		
Inv. Date	Invoice	Description	Amount
69177	PEACHIIE MARKETING LLC		
08/07/2024	0000143	SOCIAL MEDIA MANAGEMENT & EMAIL MARKETING SERVICES 1/2 OF JULY 2024	1,750.00
TOTAL FOR: PEACHIIE MARKETING LLC			1,750.00
69088	PITNEY BOWES POSTAGE		
07/29/2024	POSTAGE072024	PITNEY BOWES POSTAGE JULY 2024	450.00
TOTAL FOR: PITNEY BOWES POSTAGE			450.00
69098	PLM LAKE AND LAND MANAGEMENT CORP		
07/26/2024	S16475	EWM TREATMENT ON FOREST LAKE	25,000.00
TOTAL FOR: PLM LAKE AND LAND MANAGEMENT CORP			25,000.00
MISC-UB	ROBERT OR KATE RUGLOSKI		
08/12/2024	7116638	UB refund for account: 7116638 *UB refund for account: 7116638	101.33
TOTAL FOR: ROBERT OR KATE RUGLOSKI			101.33
74144	ROSENBAUER MINNESOTA LLC		
08/12/2024	0000070757	BRACKET LOOSE EQUIPMENT MOUNTING	685.20
TOTAL FOR: ROSENBAUER MINNESOTA LLC			685.20
78019	SALES TAX MN DEPT REVENUE EFT		
06/30/2024	063024	JUNE 2024 SALES TAX	9,971.00
TOTAL FOR: SALES TAX MN DEPT REVENUE EFT			9,971.00
78096	SHERWIN-WILLIAMS COMPANY		
07/31/2024	0012-1	EMERALD UTE SA HHW & 9 ULTRA FINISH 3/8 C & 2090- 48MM BLUE TAPE & HL 2152 FDTP WB WH	331.10
08/02/2024	0073-3	HL 2152 FDTP WB WH	331.10
TOTAL FOR: SHERWIN-WILLIAMS COMPANY			662.20
78112	SITEONE LANDSCAPE SUPPLY LLC		
07/30/2024	144474192-001	RAIN BIRD 8005 ADJUSTABLE STAINLESS STEEL ROTOR 5 IN. RISER WITH SAM CHECK VALVE	1,074.86
TOTAL FOR: SITEONE LANDSCAPE SUPPLY LLC			1,074.86
78176	STAPLES INC		
08/02/2024	6008517353	PHYSICARE IBUPRFN TAB 50 X 2 & PHYSICIANS CARE ASPIRIN TABLETS & PHYSIC. CARE ACETAMINOPHEN TAB	78.42
08/07/2024	6008811439	ACCU-STAMP SHUTTER APPROVED	15.20
08/07/2024	6008811441	CLASP ENV 6X9 MAN 100 & AVY LSR LBL 3000PK 1X2 5/8	55.58
TOTAL FOR: STAPLES INC			149.20
82002	TA SCHIFSKY AND SONS INC		
07/30/2024	70431	YARD PURCHASES FROM 7/21/2024 TO 7/27/2024	876.42
TOTAL FOR: TA SCHIFSKY AND SONS INC			876.42
82071	THE ROCKIN' HOLLYWOODS		
05/28/2024	08-27-2024	ARTS IN THE PARK ENTERTAINMENT PAYMENT	2,300.00
TOTAL FOR: THE ROCKIN' HOLLYWOODS			2,300.00
82241	TIMESAVER OFF SITE SECRETARIAL INC		
07/31/2024	M29367	JULY 8 2024 - EDA & CITY COUNCIL MEETING & JULY 15 - CITY COUNCIL WORKSHOP MEETING & JULY 23 - CITY	830.25
TOTAL FOR: TIMESAVER OFF SITE SECRETARIAL INC			830.25

08/21/2024 11:06 AM
User: KIM.CARLSON
DB: Forest Lake

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
EXP CHECK RUN DATES 08/13/2024 - 08/26/2024
JOURNALIZED
PAID

Page: 11/12
13

Vendor Code	Vendor Name		
Inv. Date	Invoice	Description	Amount
82172	TRUGREEN PROCESSING CENTER		
07/31/2024	197635892	LAWN SERVICE FENWAY PARK 5530 206TH ST N ON 07/24/24 & 07/30/24	2,644.81
TOTAL FOR: TRUGREEN PROCESSING CENTER			2,644.81
86001	ULINE, INC		
08/01/2024	181288972	RUBBERMAID CONTINUOUS AIR FRESHENER DISPENSER - WHITE & ULINE INDUSTRIAL TRASH LINERS - 55-60 GALLON	1,573.98
TOTAL FOR: ULINE, INC			1,573.98
88017	VERIZON WIRELESS		
06/10/2024	9966272468	VERIZON WIRELESS MAY 11 - JUN 10 2024	3,544.95
07/11/2024	9968705533	VERIZON WIRELESS JUN 11 - JUL 10 2024	3,478.57
TOTAL FOR: VERIZON WIRELESS			7,023.52
90037	WASHINGTON COUNTY		
08/06/2024	224743	2024 PUBLIC SAFETY SYSTEM	55,900.75
TOTAL FOR: WASHINGTON COUNTY			55,900.75
90075	WEX BANK		
07/25/2024	98567246	POLICE MOTOR FUEL - JULY 2024	4,915.76
07/25/2024	98567390	PUBLIC WORKS MOTOR FUEL - JULY 2024	10,556.13
07/25/2024	98567582	FIRE MOTOR FUEL - JULY 2024	2,045.93
TOTAL FOR: WEX BANK			17,517.82
90100	WINNICK SUPPLY INC		
07/31/2024	050426	3/8" CHAIN SLIP HOOK WITH LATCH 6600# WORKING LOAD LIMIT	22.34
08/12/2024	051162	12" DUAL-WALL POLY CULVERT 20' BE BELLED END & 12" MODIFIED APRON FOR POLY CULVERT GALVANIZED WITH RO	1,364.94
08/12/2024	051177	TILE TAPE 4" & 4" X 3" FERNCO COUPLING CI/PLASTIC TO CI/PLASTIC	26.73
08/13/2024	051467	1 1/2" FLARE X MALE PIPE 74753 1 1/2" & 1 1/2" X CLOSE BRASS NIPPLE 72200 & 1 1/2" X 2" BRASS NIPPLE	554.74
TOTAL FOR: WINNICK SUPPLY INC			1,968.75
90142	WOODROW MCBRIDE		
05/28/2024	08-27-2024	ARTS IN THE PARK ENTERTAINMENT PAYMENT	500.00
TOTAL FOR: WOODROW MCBRIDE			500.00

08/21/2024 11:06 AM
User: KIM.CARLSON
DB: Forest Lake

INVOICE APPROVAL BY INVOICE REPORT FOR FOREST LAKE
EXP CHECK RUN DATES 08/13/2024 - 08/26/2024
JOURNALIZED
PAID

Page: 12/12
14

Vendor Code	Vendor Name		
Inv. Date	Invoice	Description	Amount
94003	XCEL ENERGY		
07/02/2024	884111548	51-0012039653-5/4938 HEADWATERS PKWY	36.15
07/05/2024	884388779	51-8383920-1 ~ 5515 - 206TH ST -PARK WELL	203.31
07/05/2024	884395506	51-9849041-6 ~ 20500 FOREST RD N U#1-AIRPORT	31.68
07/09/2024	884674540	51-0239654-5 ~ 797 WEST BROADWAY AVE-ELEC	25.46
07/09/2024	884674578	51-0239647-6 ~ 1198 W BROADWAY AVE-TRAFFIC	43.66
07/09/2024	884676487	51-0239656-7 ~ 795 WEST BROADWAY AVE-ELEC	36.40
07/09/2024	884726006	51-5193666-6 ~ CITY GARAGE	489.92
07/09/2024	884814558	51-0012332089-3 ~ 204 LAKE STREET N UNIT-TRAFFIC	24.82
07/10/2024	884896455	51-0239645-4 ~ 777 WEST BROADWAY AVE-ELEC	23.40
07/10/2024	884897005	51-0239659-0 ~ 1493 W BROADWAY AVE-TRAFFIC	41.83
07/10/2024	884899694	51-0677908-0 ~ 20066 FERN GLEN LN N-STREET	17.95
07/10/2024	884903167	51-0239648-7 ~ 775 WEST BROADWAY AVE-ELEC	35.59
07/10/2024	884903953	51-0677899-8 ~ 20010 FERN GLEN LN N-STREET	16.62
07/10/2024	884944140	51-4372874-7 ~ 406 15TH ST SW-LIFT	339.58
07/10/2024	884953088	51-5193668-8 ~ 720 - 11TH AVE SE-ICE	30.43
07/10/2024	884957506	51-5193667-7 ~ BEACH HOUSE	240.08
07/10/2024	884963085	51-5193671-3 ~ PUBLIC WORKS FACILITY	421.29
07/10/2024	884978177	51-7342887-2 ~ 5295 SCANDIA TR N-TRAFFIC	32.96
07/10/2024	884979513	51-5193669-9 ~ 777 4TH ST SW RINK & WARMING HOUSE	41.85
07/10/2024	884981320	51-0010257806-0 ~ 20187 FERN GLEN BLVD N-S	16.34
07/10/2024	884983287	51-5193673-5 ~ 1850 8TH ST SE - WTP	96.66
07/10/2024	884989191	51-0010258367-0 ~ 20116 FERN GLEN CT N - STREET	13.43
07/10/2024	885001812	51-8919722-8 ~ 208 8TH ST NW - TOWER	204.63
07/10/2024	885003551	51-0010257805-9 ~ 20126 FERN GLEN CT N-STR	14.27
07/10/2024	885016010	51-0011646952-3 ~ 1872 FOREST BLVD	10.68
07/10/2024	885017938	51-8216739-7 ~ 4855 SCANDIA TR N - TRAFFIC	34.00
07/10/2024	885053858	51-0013225636-0 ~ 6358 SCANDIA TRL N	13.90
07/10/2024	885067392	51-0013429969-4 ~ 767 4TH ST SW	614.79
07/10/2024	885068761	51-5193670-2 ~ 456 3RD ST NW-PUMP	2,532.71
07/10/2024	885068787	51-5193665-5 ~ 49 LAKE ST N-STREET	6,722.31
07/11/2024	885202283	51-0010746167-3/CITY CENTER	5,861.43
07/22/2024	886627604	51-5193676-8 ~ 1850 8TH ST SE & 65 3RD AVE NW WTP	7,123.25
TOTAL FOR: XCEL ENERGY			25,391.38
MISC	XSITE LLC		
08/13/2024	PB11465	BD Bond Refund	2,500.00
		*BD Bond Refund: BDE-0045, Address: [REDACTED]	
		[REDACTED] DEMO ESCROW RETURN - DEMO WAS NEVER DONE AS	
		JOB WAS CANCELLED	
08/13/2024	PB11465	BD Payment Refund	26.00
		*BD Refund for Trx: 37124949, Record: PB11465,	
		Address: [REDACTED] [REDACTED]	
		Comment: [REDACTED] E [REDACTED] -JOB CANCELLED	
TOTAL FOR: XSITE LLC			2,526.00
98004	ZEP SALES AND SERVICE		
07/30/2024	9010080052	A07325 ZEP 40_12CS 20N18 & ZEP-O-SHINE_5GL	707.15
TOTAL FOR: ZEP SALES AND SERVICE			707.15
98012	ZIP REPORTS		
07/30/2024	2407010011	SEARCH FOR [REDACTED] J. SOLIS JARRO	30.00
TOTAL FOR: ZIP REPORTS			30.00
TOTAL - ALL VENDORS			831,384.29



City Council

Regular Meeting

~ Minutes ~

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

Monday, August 12, 2024

7:00 PM

City Center - Council Chamber

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

1. Call to Order

2. Roll Call

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

3. Pledge of Allegiance

4. Approve the Agenda (Action)

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

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

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

Comments:

Myron Plautz, 6485 184th Street North, Resident, voiced concerns about the removal of the voting right for Forest Lake Athletic Association for the Parks and Recreation Commission. He stated that the Forest Lake Athletic Association serves thousands of children in the community and brings many individuals to the local park regularly.

Mayor Bain responded that this item would be discussed later in the agenda.

6. Consent Agenda Considerations (Action Items)

- Approve City Bills
- Approve Minutes from July 15, 2024 Council Workshop
- Approve Minutes from July 23, 2024 Council Regular Meeting
- Approve Minutes from July 29, 2024 Council Special Meeting
- Approve Washington County Northern Environmental Center Amended Site Plan
- Approve Midco Lease Third Amendment
- Approve Site Improvement Agreement for Chase Bank
- 2022-2023 Lift Station and Force Main Improvements – Contractor's Request for Payment No.



City Council

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City Center - Council Chamber

- i. 2024 Street Pavement Maintenance Project – Contractor’s Request for Payment No. 2
- j. Approve Forest Lake Ford Dealership – Final Project Acceptance
- k. Approve Transfer of 280 Broadway to EDA
- l. Approve Resolution 08-12-24-02 Authorizing Wine/Strong Beer Liquor License
- m. Approve Resolution 08-12-24-03 Authorizing a Massage Therapist License
- n. Approve Temporary On-Sale License, Exempt Gambling Permit, and Outdoor Entertainment Permit Application for St. Peter’s Church Fall Festival
- o. Approve Search Agreement with Specialized Recruiting Group
- p. Airport Extension Project Contractor’s Pay Request No. 1
- q. Airport Extension Project Contractor’s Change Order No. 1
- r. Approve Resolution 08-12-24-07 Accepting Donation

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

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

7. Regular Agenda (Action Items)

a) Republic Services 2023 Services Review – Bev Mathiasen

Bev Mathiasen from Republic Services summarized the refuse accounts by service levels as of June 30, 2024. She presented the recycling tonnages, which is starting to normalize after an increase during COVID-19. She provided an overview of the surveys from Forest Lake residents in 2023, explained the plans for 2024, and provided details on how AI was being utilized by Republic Services in customer communication.

Mayor Bain asked for a recap of the contracting.

Ms. Mathiasen answered that the old contract ends in December 2024 and the new contract starts in January 2025. The contract is a five-year contract.

Mayor Bain commented that there should be additional education for residents about the tipping fee that is outside of the City’s control and explain the rates set by the contract.

b) Amended Parks and Recreation Coordinator Position Job Description and Authorize Advertising – Kristina Handt

Interim City Administrator Handt explained that there should be a Parks and Recreation Coordinator in Public Works. She stated that the cost could be at grade six but be more aligned with Public Works. She noted that additional information was included in the agenda packet.

Mayor Bain commented that she was happy with the adjustments to the job description.

Councilmember Roberts stated that Public Works is overworked and understaffed and voiced hesitancy. He would like to review this position in six to nine months to ensure it is an appropriate fit.



City Council

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City Center - Council Chamber

Mayor Bain suggested doing a position review at the end of the first year.

Councilmember Roberts agreed with this suggestion unless there are concerns.

Public Works Director Adams stated that they would need a year to appropriately evaluate the position.

Councilmember Valento agreed with Councilmember Robert's concerns about putting additional work responsibilities on Public Works Director Adams. She stated it would be important to make sure that the Parks and Recreation Department remains an important part of the infrastructure.

Public Works Director Adams commented that the position would be similar but would have better communication and support with Public Works. He stated it would be extra work to get the person on board, but it will be a better fit overall.

Mayor Bain stated it is important that this position is not an island and is well-connected in a department.

Motion: Mayor Bain made a Motion to Approve the Parks and Recreation Coordinator job description and authorize staff to advertise for applicants at Grade 6.

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

c) Parks and Recreation Commission Ordinance – Abbi Wittman

Community Development Director Wittman presented an overview of the Parks and Recreation Commission Ordinance. She provided background to the Parks, Trails, and Lake Commission and outlined the roles of the Parks and Recreation Commission.

Mayor Bain stated they hope to have a close working relationship with the Forest Lake Area Athletic Association. She stated the desire was to unite the Forest Lake Area Athletic Association, the Forest Lake Area School District, and the Parks and Recreation Commission in one meeting. She stated that certain topics of interest for the Parks and Recreation Commission might not interest the Forest Lake Area Athletic Association and Forest Lake Area School District. She commented that she is open to feedback on the ad hoc positions.

Councilmember Husnik asked why they would not be a voting member.

Mayor Bain responded that certain topics might not be as pertinent so they might not want full engagement.

Interim City Administrator Handt stated that a member from the Forest Lake Area School District might not always show up, which would impact the quorum.

Community Development Director Wittman commented that the Economic Development



City Council

Regular Meeting

~ Minutes ~

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

Monday, August 12, 2024

7:00 PM

City Center - Council Chamber

Authority had a similar layout to the proposed ad hoc positions.

Councilmember Erickson asked whether there had previously been voting positions for the Forest Lake Area School District or Forest Lake Area Athletic Association.

Mayor Bain commented that the Fenway Advisory Board had not met and there was no Forest Lake Area Athletic Association representative.

Councilmember Roberts stated that maybe one-half of the decisions that the Parks and Recreation Commission makes would be related to the Forest Lake Area Athletic Association and the Forest Lake Area School District. He noted it is important that taxpayers and community members serve on the Parks and Recreation Commission.

Mayor Bain suggested that staff meet with both entities to ensure that the decision is agreeable.

Councilmember Roberts asked if there had been other feedback received.

Community Development Director Wittman answered that they are soliciting Parks and Recreation Commission applications, but there had not been specific conversations with these partners. She stated that both entities are either given or receive money, and asked whether that would impact the voting privilege.

City Attorney Johnson responded that with the conflict-of-interest rules and laws, if an organization would financially benefit from an agreement, they could not vote on the agreement. She advised that they may be precluded from voting because of a conflict of interest.

Mayor Bain asked about the new structure with them being a recommending body and the City Council being the contracting body, if they could vote to recommend to the City Council.

City Attorney Johnson cautioned against this since they had a financial interest, but noted it would be a gray area.

Motion: Mayor Bain made a Motion to Table Ordinance No. 740 – Parks and Recreation Commission until the next City Council meeting and directed the City staff to complete conversations with both parties.

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

d) **Predatory Offender Registration Ordinance – Captain Luke Hanegraaf**

Captain Hanegraaf reviewed the predatory offender ordinance establishing restrictions on where a predatory offender can establish a temporary or permanent residence within the City. He explained the map, which has a 1,200-foot radius around schools, parks, and daycares where predatory offenders may not reside.



City Council

Regular Meeting

~ Minutes ~

1408 Lake Street South
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www.ci.forest-lake.mn.us

Monday, August 12, 2024

7:00 PM

City Center - Council Chamber

Mayor Bain asked if it gave better enforcement mechanisms or a better ability to track.

Captain Hanegraaf responded that it gives better enforcement mechanisms and explained the process of notification.

Mayor Bain asked if the City could take action if they became aware of a predatory offender residing in a specific location.

Captain Hanegraaf answered that the predatory offender would be non-compliant, and it would be felony at the County level.

Motion: Councilmember Husnik made a Motion to Adopt Ordinance No. 741, Enacting Section 130.13, Restricting the Location of a Predatory Residence
Motion seconded by Councilmember Erickson. Motion carried 5-0.

Motion: Councilmember Husnik made a Motion to Adopt Resolution 08-12-24-06, Authorizing Summary Publication of Ordinance No. 741, Enacting Section 130.13, Restricting the Location of a Predatory Offender's Residence.
Motion seconded by Councilmember Erickson. Motion carried 5-0.

e) Selection of Firm for Public Works Space Needs Study – Kristina Handt

Interim City Administrator Handt provided a summary of proposals received for the Public Works Space Study and explained why the City staff recommended Wold to enter into a contract with for this project.

Motion: Councilmember Erickson made a Motion to Authorize the Mayor and Clerk to enter a contract with Wold for the Public Works Space Needs Study after the City Attorney review.
Motion seconded by Councilmember Roberts. Motion carried 5-0.

8. Discussion

a) Cannabis Discussion – Amanda Johnson

City Attorney Johnson summarized cannabis legislation to date, starting with the legalization of hemp-derived cannabinoids in 2022. She reviewed laws passed in 2023 related to cannabis and provided examples of products allowed under the 2023 law. She explained the cannabis businesses licensed by the Office of Cannabis Management in 2025 and described the difference between hemp-derived THC products and cannabis.

Mayor Bain clarified that a liquor store could sell a THC beverage, but they could not sell a THC gummy.



City Council

Regular Meeting

~ Minutes ~

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

Monday, August 12, 2024

7:00 PM

City Center - Council Chamber

City Attorney Johnson stated this was true and they would need a separate license to sell a THC gummy.

Councilmember Erickson asked if they had a tobacco license, could they sell a THC gummy.

City Attorney Johnson responded that it goes through the Office of Cannabis Management, and it is not in the tobacco license. She reviewed Forest Lake's current cannabis ordinance and the maximum number of licenses to be issued by July 2026 for cannabis cultivator licenses, cannabis manufacturer licenses, cannabis retailer licenses, and cannabis mezzo business licenses.

Mayor Bain asked if it requires legislative action to change those numbers.

City Attorney Johnson answered that it was legislation and in the statute. She commented that at least half of the licenses would need to go to social equity applicants. She explained the requirements to be a social equity applicant, summarized preapproval licenses, and commented that it does not permit license holders to open a business. She explained the municipal cannabis retail location requirements and provided an overview of the local control, including registration of retail shops and non-retail shops.

Mayor Bain asked about the purpose of registering.

City Attorney Johnson replied that if the City wants to take on registration, they have to take on compliance checks. She stated it would be worth seeing what it would look like for the County to take on the registration. She commented that the City could temporarily suspend someone's license for 30-days, but then the Office of Cannabis Management would determine the violation.

Councilmember Roberts asked if they could limit location if they went with the County.

City Attorney Johnson confirmed this information. She stated that initially, cities wanted to keep the registration, but it might be beneficial to turn this over to the County. She reviewed the reasonable restrictions and provided examples. She asked if the City would like to limit the number of cannabis retail licenses and if they would like to register or designate to the County.

Mayor Bain clarified that there could be 125 State-wide businesses but it would be limited based on the social equity applicants.

Councilmember Roberts asked Chief Peterson how it would work for his department to regulate and complete inspections.

Chief Peterson responded that there are a lot of answers that they do not know, so it is difficult to answer that question. His department completes compliance checks, but it might be difficult to understand the different products.



City Council

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1408 Lake Street South
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Councilmember Roberts asked if they could give it to the County for one year but get the responsibility back at some point of time.

City Attorney Johnson answered that it was unclear, but the County would have to want to give it back noting there is a ten-percent tax on cannabis products and the local regulator would receive ten percent of this portion.

Councilmember Erickson asked if they could contract out the compliance checks with the County. He stated he would like to maintain some control at a local level.

Mayor Bain responded that she struggled with wanting to limit the licenses because this is not done with alcohol or tobacco, noting they have control over those licenses. She asked if there were options to change this and commented that she did not see a strong need to limit the number of licenses. She voiced concerns about the compliance responsibility because of product knowledge.

Interim City Administrator Handt stated that the County is early in the process but they would not complete the service for a lesser fee than the ten percent.

Councilmember Roberts commented that it would be tough to enter the business because of the start-up costs in cash.

Mayor Bain asked if they want to limit the number of licenses, which would mean the County is not an option.

Councilmember Roberts asked how they could receive feedback to understand what the residents would prefer.

Interim City Administrator Handt commented that the staff would recommend giving this to the County. She stated that the County sent a sample contract, which Staff could provide to the City Council to review to better understand the options.

Councilmember Erickson voiced interest in the City maintaining some control.

Mayor Bain commented that it seems unusual that the decision would be indefinite, noting that normally, agreements have time limits.

City Attorney Johnson said several cities want to be more restrictive, so they are keeping the responsibility. Some cities might not understand the depth of the compliance checks. She guessed many cities would transfer responsibilities to counties. She stated that the next policy piece would be reasonable regulations for the ordinance and zoning restrictions. She recommended making them conditional uses based on the odor and security.



City Council

Regular Meeting

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1408 Lake Street South
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Monday, August 12, 2024

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City Center - Council Chamber

Councilmember Husnik responded that the conditional use requirements are not a bad idea and stated it would not be wrong to have restrictions at first.

City Attorney Johnson stated that the City Staff would come back with conditional uses and stated they are overlapping with what is already being created. She stated that the community might be confused because liquor stores can sell THC beverages in certain locations. She asked whether the City Council would like to pursue a cannabis retail store.

Mayor Bain responded that the City was not interested in pursuing a cannabis retail store because of the high cost.

Informational; no action required.

9. Staff Updates

City Clerk Chaika commented that the State Primary is on August 13, 2024, and the polling locations are ready. She said that tomorrow is the last day of candidacy filing and the withdrawal period for candidates ends on August 15, 2024.

Community Development Director Wittman stated there were three more weeks of Arts in the Park.

Chief Peterson said that Night to Unite was a huge success.

City Engineer Goodman provided street project updates. He stated that the County sent out information about the Broadway maintenance project.

10. Mayor and City Council Updates

Councilmember Husnik stated he attended the School Board meeting on August 1, 2024. He noted the retirements, donations, and discussions to include the fifth graders in the middle school. He summarized highlights from the Airport Commission meeting.

Councilmember Valento attended the Cable Commission meeting, which discussed the 2025 budget and policies. She will attend the Community Corn Feed.

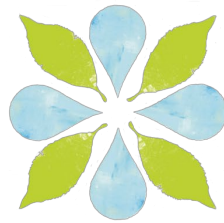
Councilmember Roberts thanked the Police and Fire Departments for their work on Night to Unite.

Mayor Bain will attend the Community Corn Feed.

11. Adjourn

Motion: Councilmember Valento made a Motion to Adjourn the Regularly Scheduled Council Meeting at 8:46 p.m.

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



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: August 26, 2024
Agenda Item: Envision Glass Option Agreement
To: Mayor Mara Bain and City Council Members
From: Abbi Wittman, Community Development Director

BACKGROUND:

The City of Forest Lake has received notice from Envision Glass indicating their interest in purchasing two vacant, city-owned parcels in the Airport Business Park. The properties (tax parcel ID 2003221230004, legally described as Lot 1, Block 2, Deponti 1st Addition and tax parcel ID 2003221320007, legally described as Lot 1, Block 1, Deponti 3rd Addition), have been in Forest Lake's (former Township prior to City annexation) since 1998.

The intent for the site is to construct 6-8 office/industrial/warehouse buildings in a campus complex setting. Initial occupancy would be for Envision Glass's headquarters and, later, Mud Construction's headquarters. Both companies are interested in relocating to Forest Lake as many of their (combined) 35 employees live in the Forest Lake area. It is intended to have similar businesses onsite while both of the named businesses grow their employee base over the next five years.

Though Envision Glass is aware the City's asking price for the parcels is the County's Assessed Valuation +5%, they have requested the City's consideration of an Option Agreement to allow them to conduct due diligence, determine a purchase price offer, and to negotiate a purchase agreement. In discussions with City staff, it was determined a 120-day Agreement was appropriate.

ISSUE BEFORE COUNCIL:

Does the City Council want to enter into the enclosed Option Agreement with Envision Glass?

PROPOSAL/ANALYSIS:

As the Council is aware, Envision Glass would like to conduct due diligence (i.e. wetland delineation, soil borings, etc.) to determine a purchase price offer. Part of the determination of the offer price is based on information Envision Glass would obtain during due diligence investigations. In return for the Option Agreement, Envision Glass is willing to provide the City with all plans and studies developed during the Option period.

FISCAL IMPACT:

Aside from legal costs associated with drafting Agreements and staff time, there has been and will be no fiscal impact. In fact, given Envision Glass is willing to provide the City with plans and studies developed during the due diligence period, it could be construed the City is saving money by not having to conduct these plans and studies.

OPTIONS:

The Council may approve the agreement, with or without conditions, or deny the Envision Glass Option Agreement.

RECOMMENDATIONS:

Given:

- Envision Glass's intent to conduct due diligence for the development of a purchase price offer and to negotiate a Purchase Agreement; and
- Due diligence materials will be provided to the City regardless if a purchase price offer is made; and
- The proposed future use is for the relocation of two businesses with employees who reside in the Forest Lake area,

Staff recommends that, if the Option Agreement is removed from the Consent Agenda, the City Council move to approve the Option Agreement with Envision Glass with minor modifications from the City Attorney.

ATTACHMENTS:

Option Agreement

OPTION AGREEMENT

THIS OPTION AGREEMENT, made this ____ day of _____, 2024 (“EFFECTIVE DATE”), by and between the City of Forest Lake, a Minnesota municipal corporation (“CITY”), and _____, a Minnesota limited liability company (“ENVISION GLASS”). Subject to the terms and conditions of this Option Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the parties hereby agree as follows:

RECITALS:

Recital No. 1. CITY is the fee owner of the REAL PROPERTY, as legally described in Exhibit A.

Recital No. 2. ENVISION GLASS desires time to conduct the necessary buildability analysis of the REAL PROPERTY for the purposes of determining a fair market value offer.

ARTICLE 1 **DEFINITIONS**

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

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

1.3 DUE DILIGENCE. “DUE DILIGENCE” means the investigation and testing of the REAL PROPERTY, including surveying and testing of soil and groundwater, soil borings, and a wetland delineation. ENVISION GLASS agrees to pay all of the costs and expenses associated with the DUE DILIGENCE work, to cause to be released any lien on the REAL PROPERTY arising as a result of ENVISION GLASS’s DUE DILIGENCE and to repair and restore, at ENVISION GLASS’s expense, any damage to the REAL PROPERTY caused by the DUE DILIGENCE.

14. ENVISION GLASS. “ENVISION GLASS” means _____, LLC a Minnesota limited liability company.

1.5 OPTION PERIOD. “OPTION PERIOD” starts on the EFFECTIVE DATE and expires 120 days after the EFFECTIVE DATE.

1.6 REAL PROPERTY. “REAL PROPERTY” shall mean that certain tracts of land located in the City of Forest Lake, Washington County and legally described on the attached Exhibit A, totaling approximately 9.21 acres.

ARTICLE 2

OPTION TO PURCHASE

2.1 OPTION. In exchange for providing the CITY with a full set of all third-party DUE DILIGENCE written test results, reports and materials obtained by ENVISION GLASS during the OPTION PERIOD (“OPTION PAYMENT”), the CITY hereby grants ENVISION GLASS an exclusive option during the OPTION PERIOD to conduct the necessary DUE DILIGENCE and then engage in negotiations with the CITY for the purchase of the REAL PROPERTY.

ENVISION GLASS shall provide CITY with copies of any DUE DILIGENCE written products within 30 days of receipt of said product. A failure to provide CITY with written copies shall result in the CITY having the right to immediately terminate this Agreement in the CITY’s sole discretion, upon written notice to ENVISION GLASS.

2.2 EXCLUSIVITY. During the OPTION PERIOD, the CITY shall not market the REAL PROPERTY to any other potential third-party purchaser. During the OPTION PERIOD, ENVISION GLASS shall conduct the necessary DUE DILIGENCE of the REAL PROPERTY in accordance with the terms of this Agreement.

2.3 EXERCISE OF OPTION. Upon completion of the DUE DILIGENCE, if ENVISION GLASS chooses to exercise the option, then prior to expiration of the OPTION PERIOD, ENVISION GLASS shall notify the CITY in writing of its intention to enter into good faith negotiations with the CITY to determine the terms and conditions of a purchase agreement.

If a purchase agreement is so executed, the parties' obligations shall be as set forth in the purchase agreement.

2.4 TERMINATION OF OPTION. This OPTION AGREEMENT and all rights hereunder, shall terminate upon 120 days of the EFFECTIVE DATE without further act or notice whatsoever.

ARTICLE 3

NON-ASSIGNABLE

This OPTION AGREEMENT shall not be sold, donated, transferred or assigned by ENVISION GLASS without the written consent of the CITY.

ARTICLE 4

INDEMNIFICATION

Developer shall indemnify and hold the CITY harmless from all costs and liabilities, including, but not limited to, reasonable attorneys’ fees, arising from ENVISION GLASS’s DUE DILIGENCE. The indemnification obligations provided herein shall survive the termination or cancellation of this Agreement.

Remainder of page intentionally blank

IN WITNESS WHEREOF, the undersigned parties have executed this Option Agreement the date first set forth above.

SELLER: City of Forest Lake, a Minnesota Municipal Corporation

By: _____
Mara Bain,
Mayor

By: _____
Jolleen Chaika
City Clerk

BUYER:, LLC, a Minnesota limited liability company

By:_____

Name:

Its:_____

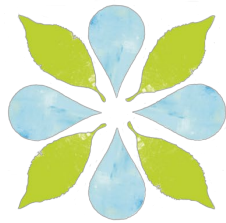
EXHIBIT A**LEGAL DESCRIPTION**

Lot 1, Block 1, Deponti Third Addition Washington County, Minnesota

PID: 20.032.21.32.0007

AND

Lot 1, Block 2, Deponti First Addition Washington County, Minnesota



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: August 26, 2024
Agenda Item: Beltz Park DNR Grant Agreement Amendment Request
To: Mayor Mara Bain and City Council Members
From: Abbi Wittman, Community Development Director

BACKGROUND:

The City entered into a Grant Agreement with the DNR for improvements to Beltz Park; upon project completion, the DNR would fund \$300,000 of the total project cost. However, the project has not been completed to date and that Grant Agreement will expire at the end of this year. The City has the opportunity to extend the Grant Agreement deadline to December 31, 2025.

ISSUE BEFORE COUNCIL:

Should the City Council approve Amendment #1 for Grant Contract Agreement #LW27-01466 Forest Lake Beltz Park?

PROPOSAL/ANALYSIS:

As the Council is aware, the City has not acted on the Beltz Park Phase I project that was to include an inclusive playground, new pavilion with multi-purpose room and restrooms, as well as ADA-accessible walkways. Additional time has been/is needed to determine if the City can create and fund a plan that works the neighbors and the community.

If the amendment is approved by Council, the DNR will finalize the attached draft agreement and will submit the final version to the City for signature via DocuSign.

FISCAL IMPACT:

There are no costs associated with the Grant Agreement amendment.

OPTIONS:

1. Approve the Grant Contract Agreement, extending the grant to December 31, 2025; or
2. Deny the Grant Contract Agreement which would, in essence, allow the original grant agreement time to run out and forfeit grant funding.

RECOMMENDATIONS:

Staff recommends that, if the item is removed from the City Council Consent Agenda, the Council **motion to approve Amendment #1 for Grant Contract Agreement #LW27-01466 Forest Lake Beltz Park.**

ATTACHMENTS:

DNR Grant Agreement Amendment #1 (Draft)



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: August 26, 2024

Agenda Item: Pay Request No. 25 – Water Treatment Plant No. 4

To: Honorable Mayor and Council

From: Ryan J. Goodman, P.E.

BACKGROUND: Water Treatment Plant No. 4 Project

ISSUE BEFORE COUNCIL: Review and approve Contractor's Pay Request No. 25

PROPOSAL/ANALYSIS: The Contractor (Municipal Builders, Inc.) is requesting payment of \$212,239.99 for the services and materials provided on the above-referenced project from May 2, 2024 through August 9, 2024. This request includes reducing the project retainage from 3% to 1% based on the work completed per contract.

FISCAL IMPACT: Payment of \$212,239.99

OPTIONS: Approve or deny requested payment.

RECOMMENDATIONS: We recommend the council approve Contractor's Pay Request No. 25 based on the work completed. The remaining retainage will not be paid until all punch work is complete and closeout paperwork is processed.

ATTACHMENTS: Contractor's Pay Request No. 25

**Office of Engineering**

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

August 13, 2024

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

RE: Contractor's Request for Payment No. 25
Water Treatment Plant No. 4

Dear Mayor and Council:

We recommend the council approve Contractor's Pay Request No. 25 and pay \$212,239.99 to Municipal Builders, Inc. for the services and materials they provided on the above-referenced project. The request includes withholding of 1% retainage of the total work completed.

Over the past couple months, the Contractor continued working on remaining punch list and warranty items, interior building painting, installation of exterior signs and building lettering, and controls integration work. The remaining 1% retainage will not be paid until all punch list work is complete and closeout paperwork received.

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

Sincerely,

Ryan J. Goodman, P.E.
City Engineer

Enclosures: Contractor's Pay Request No. 25

Contractor's Application for Payment

Owner:	City of Forest Lake	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	N13.120880
Contractor:	Municipal Builders, Inc.	Agency's Project No.:	
Project:	Water Treatment Plan No. 4		
Contract:			
Application No.:	25	Application Date:	8/9/2024
Application Period:	From 5/2/2024 to 8/9/2024		

1. Original Contract Price	\$	8,479,757.00
2. Net change by Change Orders	\$	275,565.12
3. Current Contract Price (Line 1 + Line 2)	\$	8,755,322.12
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	8,752,344.86
5. Retainage		
a. <u>1%</u> X <u>\$ 8,752,344.86</u> Work Completed	\$	87,523.45
b. <u> </u> X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	87,523.45
6. Amount eligible to date (Line 4 - Line 5.c)	\$	8,664,821.41
7. Less previous payments	\$	8,452,581.42
8. Amount due this application	\$	212,239.99
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	2,977.26

Contractor's Certification

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

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

Contractor: <u>Municipal Builders, Inc.</u>	
Signature: <u></u>	Date: <u>8/13/24</u>
Name: <u>CHRIS SLUITER</u>	Title: <u>SR. PROJECT MGR</u>
Recommended by Bolton & Menk, Inc.	
By: <u></u>	Approved by Forest Lake
Name: <u>Jake R. Pichelmann, P.E.</u>	By: _____
Title: <u>Project Manager</u>	Name: _____
Date: <u>08-13-2024</u>	Title: _____
	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Forest Lake					Owner's Project No.:		
Engineer:	Bolton & Menk, Inc.					Engineer's Project No.:	N13.120880	
Contractor:	Municipal Builders, Inc.					Contractor's Project No.:		
Project:	Water Treatment Plant No. 4							
Contract:								
Application No.:	25	Application Period:	From	05/02/24	to	08/09/24	Application Date:	08/09/24
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
Original Contract								
1	CONSTRUCTION OF ALL FACILITIES AS SHOWN ON THE CONTRACT DRAWINGS AND AS SPECIFIED IN THE CONTRACT SPECIFICATIONS	8,479,757.00	8,438,436.34	38,343.40		8,476,779.74	100.0%	2,977.26
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Original Contract Totals		\$ 8,479,757.00	\$ 8,438,436.34	\$ 38,343.40	\$ -	\$ 8,476,779.74	100.0%	\$ 2,977.26

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Forest Lake					Owner's Project No.:			
Engineer:	Bolton & Menk, Inc.					Engineer's Project No.:	N13.120880		
Contractor:	Municipal Builders, Inc.					Contractor's Project No.:			
Project:	Water Treatment Plant No. 4								
Contract:									
Application No.:	25	Application Period:	From	05/02/24	to	08/09/24	Application Date:	08/09/24	
A	B	C	D	E	F	G	H	I	
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
			(D + E) From Previous Application (\$)	This Period (\$)					
Change Orders									
1	Change Order No. 1	184,474.57	184,474.57			184,474.57	100.0%	-	
2	Change Order No. 2	91,090.55	91,090.55			91,090.55	100.0%	-	
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Change Order Totals		\$ 275,565.12	\$ 275,565.12	\$ -	\$ -	\$ 275,565.12	100.0%	\$ -	
Original Contract and Change Orders									
Project Totals		\$ 8,755,322.12	\$ 8,714,001.46	\$ 38,343.40	\$ -	\$ 8,752,344.86	100.0%	\$ 2,977.26	



**BOLTON
& MENK**

Real People. Real Solutions.

37
7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

August 21, 2024

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

RE: Forest Lake Airport (25D)
Airport Taxiway A3 and Taxilane Bravo Extension Project
SP No. A8206-26

Dear Mayor and Council:

I recommend the council approve Contractor's Pay Request No. 2 and pay \$106,697.61 to Dresel Contracting, Inc. for the services they provided on the above referenced project. The request includes withholding 5% retainage.

The Contractor has completed installation of watermain and sanitary sewer utilities, placed all borrow material, granular subbase, and aggregate base for the Taxiway A3 extension, Taxilane Bravo Extension, and Parking Lot, and completed installation of the infiltration areas.

If you have any questions or require additional information, please contact me at 612-987-0138 or silas.parmar@bolton-menk.com.

Sincerely,
Bolton & Menk, Inc.

Silas Parmar, P.E.
Project Manager

Enclosures

Contractor's Application for Payment

Owner:	CITY OF FOREST LAKE	Owner's Project No.:	
Engineer:	BOLTON & MENK, INC.	Engineer's Project No.:	OT5.132691
Contractor:	DRESEL CONTRACTING INC	Agency's Project No.:	SP NO. A8206-26
Project:	TAXIWAY A3 AND TAXILANE BRAVO EXTENSION		
Application No.:	1	Application Date:	8/21/2024
Application Period:	From 8/6/2024	to	8/16/2024

1. Original Contract Price	\$	631,288.66
2. Net change by Change Orders	\$	4,050.00
3. Current Contract Price (Line 1 + Line 2)	\$	635,338.66
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	520,827.40
5. Retainage		
a. 5% X \$ 520,827.40 Work Completed	\$	26,041.37
b. X \$ - Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	26,041.37
6. Amount eligible to date (Line 4 - Line 5.c)	\$	494,786.03
7. Less previous payments	\$	388,088.42
8. Amount due this application	\$	106,697.61
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	114,511.26

Contractor's Certification

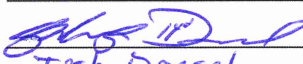
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.


Contractor: Dresel Contracting, Inc.

Signature: 

Date: 8.21.2024

Name: Josh Dresel

Title: President

Recommended by Engineer	Approved by Owner
By: 	By: _____
Name: Silas Parmar, P.E.	Name: _____
Title: Project Manager	Title: _____
Date: 8/21/2024	Date: _____

Progress Estimate - Unit Price Work

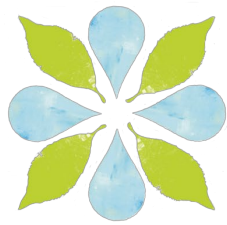
Contractor's Application for Payment

Owner:	CITY OF FOREST LAKE									Owner's Project No.:							
Engineer:	BOLTON & MENK, INC.									Engineer's Project No.:							
Contractor:	DRESEL CONTRACTING INC									Agency's Project No.:							
Project:	TAXIWAY A3 AND TAXILANE BRAVO EXTENSION									SP NO. A8206-26							
Application No.:		1		Application Period:		From		08/06/24		to		08/16/24		Application Date:		08/21/24	
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L				
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
Original Contract																	
TAXILANE BRAVO EXTENSION																	
1	CONTRACTOR STAKING	1.00	LUMP SUM	13,557.50	13,557.50	1.00	13,557.50	1.00	13,557.50		13,557.50	100%	-				
2	PROVIDE & INSTALL LOW PROFILE BARRICADES	8.00	EACH	76.50	612.00	8.00	612.00	8.00	612.00		612.00	100%	-				
3	MOBILIZATION	1.00	LUMP SUM	29,640.00	29,640.00	1.00	29,640.00	1.00	29,640.00		29,640.00	100%	-				
4	SAWCUTTING BITUMINOUS PAVEMENT	20.00	LIN FT	5.10	102.00	20.00	102.00	20.00	102.00		102.00	100%	-				
5	DISCONNECT AND RECONNECT EXISTING ELECTRICAL LINE	1.00	LUMP SUM	1,938.00	1,938.00	-	-	-	-		-	-	1,938.00				
6	REMOVE BITUMINOUS PAVEMENT	580.00	SQYD	2.51	1,455.80	580.00	1,455.80	580.00	1,455.80		1,455.80	100%	-				
7	COMMON EXCAVATION (EV) P	3,000.00	CU YD	9.52	28,560.00	2,700.00	25,704.00	3,500.00	33,320.00		33,320.00	117%	(4,760.00)				
8	SUBGRADE EXCAVATION	300.00	CU YD	6.80	2,040.00	448.00	3,046.40	448.00	3,046.40		3,046.40	149%	(1,006.40)				
9	COMMON BORROW - OFF SITE	5,280.00	CU YD	18.65	98,472.00	3,696.00	68,930.40	4,080.00	76,092.00		76,092.00	77%	22,380.00				
10	SELECT GRANULAR BORROW (CV)	540.00	CU YD	24.31	13,127.40	378.00	9,189.18	540.00	13,127.40		13,127.40	100%	-				
11	AGGREGATE BASE (CV) CLASS 5	400.00	CU YD	29.63	11,852.00	280.00	8,296.40	380.00	11,259.40		11,259.40	95%	592.60				
12	TYPE SP 9.5 NON WEARING COURSE MIXTURE (2,B)	160.00	TON	111.01	17,761.60	-	-	-	-		-	-	17,761.60				
13	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	160.00	TON	108.85	17,416.00	-	-	-	-		-	-	17,416.00				
14	2-WAY, 3" RIGID STEEL CONDUIT	45.00	LIN FT	117.30	5,278.50	45.00	5,278.50	45.00	5,278.50		5,278.50	100%	-				
15	ELECTRICAL HANDHOLE	2.00	EACH	1,836.00	3,672.00	-	-	-	-		-	-	3,672.00				
16	SILT FENCE TYPE MS	2,700.00	LIN FT	3.09	8,343.00	1,146.00	3,541.14	1,146.00	3,541.14		3,541.14	42%	4,801.86				
17	TOPSOIL RESPREAD	2,400.00	CU YD	5.10	12,240.00	1,920.00	9,792.00	2,400.00	12,240.00		12,240.00	100%	-				
18	SEED, FERTILIZER, AND HYDROMULCH	3.30	ACRE	6,815.45	22,490.99	-	-	3.14	21,366.44		21,366.44	95%	1,124.55				
19	6" SOLID LINE MULTI COMP	200.00	LIN FT	10.20	2,040.00	-	-	-	-		-	-	2,040.00				
20	FILTRATION SOIL MEDIA	538.00	CU YD	36.53	19,653.14	215.20	7,861.26	500.00	18,265.00		18,265.00	93%	1,388.14				
21	6" PERFORATED PVC DRAINTILE	1,610.00	LIN FT	11.26	18,128.60	670.00	7,544.20	670.00	7,544.20		7,544.20	42%	10,584.40				
22	CONNECT TO EXISTING MANHOLES (SAN)	1.00	EACH	1,198.50	1,198.50	1.00	1,198.50	1.00	1,198.50		1,198.50	100%	-				
23	CONNECT TO EXISTING SANITARY SERVICE	1.00	EACH	561.00	561.00	1.00	561.00	1.00	561.00		561.00	100%	-				
24	PLUG AND ABANDON PIPE SEWER	1.00	EACH	561.00	561.00	1.00	561.00	1.00	561.00		561.00	100%	-				
25	8"x4" PVC WYE	5.00	EACH	247.94	1,239.70	5.00	1,239.70	5.00	1,239.70		1,239.70	100%	-				
26	CLEAN AND VIDEO TAPE PIPE SEWER	732.00	LIN FT	4.80	3,513.60	-	-	-	-		-	-	3,513.60				
27	8" PVC PIPE SEWER	732.00	LIN FT	49.93	36,548.76	658.80	32,893.88	658.80	32,893.88		32,893.88	90%	3,654.88				
28	4" PVC SANITARY SEWER PIPE	115.00	LIN FT	31.59	3,632.85	103.50	3,269.57	123.00	3,885.57		3,885.57	107%	(252.72)				
29	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	4.00	EACH	5,242.19	20,968.76	2.80	14,678.13	4.00	20,968.76		20,968.76	100%	-				
30	GRANULAR BEDDING	1,102.00	LIN FT	3.17	3,493.34	881.60	2,794.67	1,102.00	3,493.34		3,493.34	100%	-				
31	CONNECT TO EXISTING WATER MAIN	1.00	EACH	867.00	867.00	1.00	867.00	1.00	867.00		867.00	100%	-				
32	CONNECT TO EXISTING WATER SERVICE	1.00	EACH	739.50	739.50	-	-	1.00	739.50		739.50	100%	-				
33	HYDRANT	2.00	EACH	7,303.20	14,606.40	2.00	14,606.40	2.00	14,606.40		14,606.40	100%	-				
34	ABANDON WATER SERVICE	1.00	EACH	612.00	612.00	-	-	1.00	612.00		612.00	100%	-				
35	1" CORPORATION STOP	4.00	EACH	487.56	1,950.24	4.00	1,950.24	4.00	1,950.24		1,950.24	100%	-				
36	2" CORPORATION STOP	1.00	EACH	1,060.80	1,060.80	-	-	1.00	1,060.80		1,060.80	100%	-				
37	6" GATE VALVE AND BOX	2.00	EACH	3,192.60	6,385.20	2.00	6,385.20	2.00	6,385.20		6,385.20	100%	-				
38	8" GATE VALVE AND BOX	1.00	EACH	3,570.00	3,570.00	1.00	3,570.00	1.00	3,570.00		3,570.00	100%	-				
39	1" CURB STOP AND BOX	4.00	EACH	892.50	3,570.00	4.00	3,570.00	4.00	3,570.00		3,570.00	100%	-				
40	2" CURB STOP AND BOX	1.00	EACH	1,377.00	1,377.00	-	-	1.00	1,377.00		1,377.00	100%	-				
41	VALVE BOX EXTENSION	3.00	LIN FT	374.00	1,122.00	-	-	-	-		-	-	1,122.00				
42	HYDRANT RISER	1.00	LIN FT	1,734.00	1,734.00	-	-	-	-		-	-	1,734.00				
43	1" TYPE PE PIPE	130.00	LIN FT	26.60	3,458.00	-	-	130.00	3,458.00		3,458.00	100%	-				
44	2" TYPE PE PIPE	45.00	LIN FT	26.85	1,208.25	-	-	45.00	1,208.25		1,208.25	100%	-				
45	6" PVC WATERMAIN	42.00	LIN FT	62.19	2,611.98	37.80	2,350.78	40.00	2,487.60		2,487.60	95%	124.38				
46	8" PVC WATERMAIN	830.00	LIN FT	52.98	43,973.40	747.00	39,576.06	832.00	44,079.36		44,079.36	100%	(105.96)				
47	DUCTILE IRON FITTINGS	370.00	POUND	12.96	4,795.20	333.00	4,315.68	502.00	6,505.92		6,505.92	136%	(1,710.72)				
48	GRANULAR BEDDING	1,132.00	LIN FT	3.11	3,520.52	1,018.80	3,168.47	882.00	2,743.02		2,743.02	78%	777.50				
TOTAL TAXILANE BRAVO EXTENSION					497,259.53		332,107.06		410,469.82		410,469.82		86,789.71				

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:		CITY OF FOREST LAKE								Owner's Project No.:							
Engineer:		BOLTON & MENK, INC.								Engineer's Project No.:							
Contractor:		DRESEL CONTRACTING INC								Agency's Project No.:							
Project:		TAXIWAY A3 AND TAXILANE BRAVO EXTENSION															
Application No.:		1		Application Period:		From		08/06/24		to		08/16/24		Application Date:		08/21/24	
A	B			C	D	E	F	F1	F2	G	H	I	J	K	L		
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)				
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
TAXIWAY A3 EXTENSION																	
49	CONTRACTOR STAKING	1.00	LUMP SUM	2,550.00	2,550.00	1.00	2,550.00	1.00	2,550.00			2,550.00	100%	-			
50	PROVIDE & INSTALL LOW PROFILE BARRICADES	8.00	EACH	76.50	612.00	8.00	612.00	8.00	612.00			612.00	100%	-			
51	MOBILIZATION	1.00	LUMP SUM	10,420.80	10,420.80	1.00	10,420.80	1.00	10,420.80			10,420.80	100%	-			
52	COMMON EXCAVATION (EV) P	2,100.00	CU YD	9.71	20,391.00	1,890.00	18,351.90	2,100.00	20,391.00			20,391.00	100%	-			
53	SUBGRADE EXCAVATION	300.00	CU YD	6.80	2,040.00	-	-	-	-			-		2,040.00			
54	SELECT GRANULAR BORROW (CV)	410.00	CU YD	26.72	10,955.20	328.00	8,764.16	410.00	10,955.20			10,955.20	100%	-			
55	AGGREGATE BASE (CV) CLASS 5	200.00	CU YD	43.66	8,732.00	140.00	6,112.40	180.00	7,858.80			7,858.80	90%	873.20			
56	TYPE SP 9.5 NON WEARING COURSE MIXTURE (2,B)	70.00	TON	112.15	7,850.50	-	-	-	-			-		7,850.50			
57	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	70.00	TON	110.00	7,700.00	-	-	-	-			-		7,700.00			
58	15" RC PIPE APRON	2.00	EACH	1,170.35	2,340.70	2.00	2,340.70	2.00	2,340.70			2,340.70	100%	-			
59	15" RC PIPE SEWER DES 3006 CL V	96.00	LIN FT	80.44	7,722.24	96.00	7,722.24	96.00	7,722.24			7,722.24	100%	-			
60	RANDOM RIPRAP CLASS III	8.00	CU YD	109.01	872.08	-	-	-	-			-		872.08			
61	FILTRATION SOIL MEDIA	821.00	CU YD	34.71	28,496.91	212.00	7,358.52	424.00	14,717.04			14,717.04	52%	13,779.87			
62	6" PERFORATED PVC DRAINTILE	414.00	LIN FT	19.55	8,093.70	457.00	8,934.35	755.00	14,760.25			14,760.25	182%	(6,666.55)			
63	SILT FENCE TYPE MS	500.00	LIN FT	3.06	1,530.00	225.00	688.50	225.00	688.50			688.50	45%	841.50			
64	TOPSOIL RESPREAD	700.00	CU YD	7.29	5,103.00	350.00	2,551.50	700.00	5,103.00			5,103.00	100%	-			
65	SEED, FERTILIZER, AND HYDROMULCH	1.10	ACRE	7,835.45	8,619.00	-	-	1.05	8,188.05			8,188.05	95%	430.95			
TOTAL TAXIWAY A3 EXTENSION					134,029.13		76,407.07		106,307.58			106,307.58		27,721.55			
ORIGINAL CONTRACT TOTALS					\$ 631,288.66		\$ 408,514.13		\$ 516,777.40	\$ -		\$ 516,777.40	82%	\$ 114,511.26			
Change Orders																	
CHANGE ORDER NO.1																	
66	EXPLORATORY EXCAVATION	18.00	HOURS	225.00	4,050.00	-	-	18.00	4,050.00			4,050.00	100%	-			
TOTAL CHANGE ORDER NO.1					4,050.00		-		4,050.00			4,050.00		-			
REVISED CONTRACT TOTALS					\$ 635,338.66		\$ 408,514.13		\$ 520,827.40	\$ -		\$ 520,827.40	82%	\$ 114,511.26			



Forest Lake

AS GOOD AS IT SOUNDS

Date: August 26, 2024

Agenda Item: Washington County Northern Environmental Center – Development Agreement Amendment

To: Honorable Mayor Bain and City Councilors

From: Ken Roberts, City Planner

BACKGROUND:

Dan Lawrence, Senior Project Manager for Washington County, is requesting City approval of a Development Agreement amendment for the Washington County Northern Environmental Center. He is making this request as Washington County is now proposing to construct Headwaters Parkway, east of Highway 61 to provide public street access to their facility.

Past Actions:

On August 9, 2023, the Planning Commission reviewed the proposed preliminary and final plats, the conditional use permit and the site and project plans for the Northern Environmental Center as proposed by Washington County. The Planning Commission approved the project site and project plans for the building, driveways and parking lots (but not the plans for Headwaters Parkway) and they recommended City Council approval of the proposed plats, subject to conditions and they approved the conditional use permit and the project plans for the facility.

On August 28, 2023, the City Council approved the preliminary and final plats for the Washington County Northern Environmental Center. This final plat created the new property lines and street right-of-way for the extension of Headwaters Parkway the County is now proposing to construct.

On August 12, 2024, the City Council approved a revised site plan for the Washington County Northern Environmental Center with the adoption of Resolution 08-12-24-01. This approval included the project plans for the extension of Headwaters Parkway, east of Highway 61 to provide public street access to the facility. The approval was subject to 18 conditions, including the approval of a Development Agreement amendment for the project.

ISSUE BEFORE COUNCIL:

Should the City Council approve the proposed Development Agreement amendment for the Washington County Northern Environmental Center?

PROPOSAL/ANALYSIS:

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

FISCAL IMPACT:

There are no known fiscal impacts to the City currently with the approval of the proposed site and project plans for the Washington County Northern Environmental Center. 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 of Headwaters Parkway and occupancy of the new Northern Environmental Center.

OPTIONS:

The City Council may approve, approve with revisions or deny the proposed Development Agreement amendment.

RECOMMENDATION:

Staff recommends the City Council approve, as part of the Consent Agenda, the Development Agreement amendment for the Washington County Northern Environmental Center located at 6065 Headwaters Parkway West. This includes the site, street, landscaping, utility and drainage improvements, subject to minor revisions as may be required by the City Attorney.

ATTACHMENT:

1. Proposed Development Agreement Amendment

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”) is entered into as of _____, 2024 (the “Effective Date”), by and between the City of Forest Lake, a Minnesota municipal corporation (“City”), and Washington County, a Minnesota body politic and corporate (“Developer”).

RECITALS

Recital No. 1. City and Developer entered into a Development Agreement for the Plat of Washington County Northern Environmental Center dated October 9, 2023, and recorded as Document No. 4424017 on December 5, 2023 in the Washington County Recorder’s Office (“Development Agreement”) with included the Property legally described on **Exhibit A**.

Recital No. 2. The Developer has submitted revised site and design plans to include construction of Headwaters Parkway east of Highway 61 along with a revised traffic signal system, a 10 foot wide bituminous trail along the west side of Headwaters Parkway; and lighting and landscaping pursuant to the submitted plans, which were approved by the City Council on August 12, 2024 (“Revised Site Plans”).

Recital No. 3. Both parties desire and agree to incorporate the Revised Site Plans and conditions of approval into the Development Agreement via this Amendment.

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

1. All the conditions of approval listed in Resolution 08-12-24-01, attached as **Exhibit B**, shall be binding under the terms of the Development Agreement. In the event the Developer fails to comply with any of the conditions listed in **Exhibit B**, they shall be deemed a default of the Development Agreement and the City may seek any of the remedies listed in Article 14 of the Development Agreement.

2. The Developer's Cash Requirements and Indirect Cost Escrow listed on Exhibit G of the Development Agreement shall be replaced in its entirety with **Exhibit C**.
3. City shall inspect all public improvements identified in the Revised Site Plans prior to acceptance from the Developer. City shall have sole discretion in determining acceptance of the public improvements.
4. Except as provided for above, the terms and provisions of the Development Agreement shall remain in full force and effect.
5. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
6. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise, or of the maximum liability limits provided by Minnesota Statutes, Chapter 466.
7. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
8. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[remainder of page intentionally blank]

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

CITY:
CITY OF FOREST LAKE

By: _____
Mayor Mara Bain

By: _____
City Clerk Jolleen Chaika

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

On this _____ day of _____, _____, 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.

Notary Public

DEVELOPER:
WASHINGTON COUNTY, A MINNESOTA BODY POLITIC AND CORPORATE

By: _____

Its: _____

STATE OF _____)
 _____)
 COUNTY OF _____)

ss.

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of Washington County, a Minnesota body politic and corporate, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity.

 Notary Public

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

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Building Site – Washington County Northern Environmental Center

LOT 3, BLOCK 1 OF THE RECORDED PLAT OF WASHINGTON COUNTY NORTHERN ENVIRONMENTAL CENTER, WASHINGTON COUNTY, MINNESOTA,

And

DEDICATED PUBLIC RIGHT OF WAY WITHIN THE RECORDED PLAT OF WASHINGTON COUNTY NORTHERN ENVIRONMENTAL CENTER, WASHINGTON COUNTY, MINNESOTA.

PID: 29.032.21.11.0005

ADDRESS: 6065 HEADWATERS PARKWAY, FOREST LAKE MINNESOTA

EXHIBIT B

RESOLUTION 08-12-24-01

(On next page)

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

RESOLUTION NO. 08-12-24-01

**A RESOLUTION APPROVING REVISED SITE AND PROJECT PLANS FOR THE
WASHINGTON COUNTY NORTHERN ENVIRONMENTAL CENTER LOCATED AT
6065 HEADWATERS PARKWAY**

WHEREAS, Dan Lawrence, (“Applicant”), representing Washington County, owners and operators of the Washington County Northern Environmental Center located at 6065 Headwaters Parkway, located in the City of Forest Lake, Washington, County, Minnesota with PID’s 29.032.21.11.0005 (“Property”); and

WHEREAS, the legal description of the Property for the proposed revised site and project plans is detailed on **Exhibit A** attached hereto; and

WHEREAS, on August 9, 2023, the Forest Lake Planning Commission reviewed the proposed preliminary and final plats, the conditional use permit and the site and project plans for the Northern Environmental Center as proposed by Washington County. The Planning Commission approved the project site and project plans for the building, driveways and parking lots (but not the plans for Headwaters Parkway) and they recommended City Council approval of the proposed plats, subject to conditions and they approved the conditional use permit and the project plans for the facility; and

WHEREAS, the Applicant submitted an application and site and project plans to the City of Forest Lake for revised site plan review for the Northern Environmental Center on the Property; and

WHEREAS, the requested improvements for the revised site plan approval include the construction of a new public street known as Headwaters Parkway and associated lighting, trail, traffic signal and landscaping improvements and storm water facilities as shown in the plans dated July 7, 2024, as may be revised; and

WHEREAS, on May 8, 2024, the Forest Lake Planning Commission reviewed the application for revised site plan approval for the Property and they voted to recommend to the City Council approval of the requested revised site plan approval for the Northern Environmental Center with conditions identified by staff; and

WHEREAS, the revised site and project plans for the Northern Environmental Center are consistent with the City’s Comprehensive Plan, are 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.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF FOREST LAKE, MINNESOTA, AS FOLLOWS:**

The Owner's Application for revised site plan approval for the Washington County Northern Environmental Center as described herein is hereby approved subject to the following conditions:

1. The final plans shall conform to those reviewed and conditionally approved as part of this City Case Number PZ 23-1211.
2. Prior to the release of the Certificate of Occupancy by the City for the facility, Washington County shall obtain final approval for the proposed extension of Headwaters Parkway from MnDOT, a City Development Agreement amendment shall be made and the County shall have installed all public improvements included with the extension of Headwaters Parkway.
3. Any outstanding requirements related to site development and improvements, as identified by the City or Watershed District, must be satisfied before the use being established on site.
4. The requirements of the City Engineer (as noted in his project review memo dated August 1, 2024), Public Works Director, and Fire Chief must be met before or during the construction of the extension of Headwaters Parkway.
5. The final design of Headwaters Parkway and the trail will be subject to the approval of the City Engineer.
6. All building, site, grading, street, sidewalk, landscaping, driveway and parking lot improvements shall be constructed in accordance with the plans approved by the City with the 2023 Site Plan Review and the plans approved as part of this revised Site Plan Review.
7. Washington County shall be responsible for all costs related to the design, construction, installation and inspection of all elements for the extension of Headwaters Parkway, including but not limited to, street and turn-lane construction, grading and drainage improvements, landscaping, lighting, signage and modifications to the traffic signal system, as approved by the City and by the Minnesota Department of Transportation.
8. The applicant or owner shall receive all permits and approvals from the City, the Minnesota Department of Transportation, and the Rice Creek Watershed before starting any grading or construction activity for the extension of Headwaters Parkway.
9. The City Attorney shall prepare an amendment for the development agreement for the project that shall be fully executed by the City and the Applicant including all required financials and charges. This agreement shall be completed and recorded at Washington County before the applicant or contractor starts any grading or construction activity for the extension of Headwaters Parkway.
10. All required City financial guarantees shall be submitted and approved by the City before the contractor starts any grading or construction activity for the extension of Headwaters Parkway.
11. Any information needed to confirm the use meets proper licensure, health, safety or building code requirements must be furnished to the City upon request.

12. All construction activity and material storage shall be contained on site. There shall be no construction staging, parking or material storage on Forest Boulevard (Highway 61).
13. The applicant shall revise the project plans for City staff approval before the City issues any permits for this project and before starting construction. The revised plans shall show the following:
 - a. The height of any the freestanding lighting or street poles shall not exceed 25 feet.
 - b. All light fixtures shall be downlit and/or shielded to prevent glare.
 - c. Irrigation only in the landscape areas that will need irrigation to help ensure the plantings will survive and thrive. The City waives the requirement to have irrigation for all the landscaping on this site.
 - d. Changes to the proposed landscape plan to maximize the number of trees and shrubs to be planted on the entire site of the Northern Environmental Center. This includes adding more overstory trees on the south side of Headwaters Parkway (for screening) and adding a mix of overstory trees, understory trees and shrubs on the east side of Headwaters Parkway in the lawn area between the new street and the wetlands and the storm water ponds. These additional plantings should extend as far north as possible (to the facility entrance driveway). The revised landscape plans also shall show additional plantings of trees and shrubs in areas on the north, south and west sides of the on-site driveways.
 - e. Revised landscaping/screening plan for the south end of the site (south of Headwaters Parkway) that removes the 3 proposed eastern-most Serviceberry trees and replaces them with 4-5 Austrian Pines or Norway Spruce trees and adds several additional coniferous trees south of the proposed trees. This change is to help ensure there will be adequate screening that is at least 90 percent opaque all year to screen the houses to the south from the street (Headwaters Parkway) and the Northern Environmental Center.
 - f. All trees must be planted on Washington County property at least 10 feet away from the right-of-way for Headwaters Parkway and at least 10 feet away from the curb of the public street.
 - g. County staff, City staff and a landscape architect hired by Washington County shall determine an agreed upon site plan and a final landscape plan including planting types, quantities and locations by May 1, 2025.
 - h. That the proposed plans will meet the minimum wetland buffer requirements.
 - i. All changes to the proposed landscape plan as required by the City.
14. Washington County shall install all trees and agreed-upon landscaping by September 1, 2026.
15. The applicant or contractor shall hold a preconstruction meeting before starting any construction or grading activity for the extension of Headwaters Parkway. The applicant or owner shall invite representatives from the City,

MnDOT, the Watershed District and the private utility companies as noted on the project plans to this meeting.

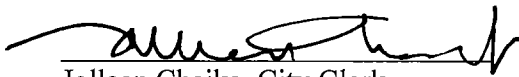
16. Washington County shall be responsible for the maintenance and care of all landscaping and for maintaining the number, type and condition of the plantings shown on the City-approved landscape plans for the Northern Environmental Center.
17. Any future significant alterations to the site as determined *Major* or *Minor* under City Code Section 153.038 by the City will require the Applicant or Owner to obtain City approval of an amendment of this Site Plan approval.
18. Failure to adhere to any of the conditions listed herein shall be deemed a public nuisance.

Adopted in the regular session of the City Council on the 12th day of August 2024.

CITY OF FOREST LAKE


Mara Bain
Mayor

Attest:


Jolleen Chaika, City Clerk

RESOLUTION NO. 08-12-24-01**EXHIBIT A****Legal Description of Subject Property****Building Site – Washington County Northern Environmental Center**

LOT 3, BLOCK 1 OF THE RECORDED PLAT OF WASHINGTON COUNTY NORTHERN ENVIRONMENTAL CENTER, WASHINGTON COUNTY, MINNESOTA,

PID: 29.032.21.11.0005

ADDRESS: 6065 HEADWATERS PARKWAY, FOREST LAKE MINNESOTA

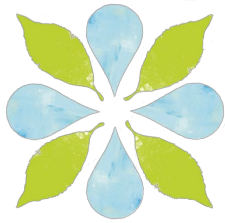
EXHIBIT C
DEVELOPER'S CASH REQUIREMENTS AND
INDIRECT COST CASH ESCROW

Amounts below were collected with Final Plat execution

Financial Security Amount:	\$60,000
Cash Escrow:	\$20,000
Water System Area Charges:	\$5,000/acre X 12.44 acres = \$62,200
Sanitary Sewer Area Charges:	\$4,500/acre X 12.44 acres = \$55,980
Stormwater Truck Area Charge:	\$4,500/acre X 12.44 acres = \$55,980
Seal Coat Fee:	\$.30/square foot X 45,170 square feet = \$13,551

Collected upon First Amendment to Development Agreement execution

Financial Security Amount:	\$257,869
Cash Escrow:	\$10,000



Forest Lake

AS GOOD AS IT SOUNDS

Date: August 26, 2024
Agenda Item: Shadow Creek Estates – Grading Permit and Agreement
To: Honorable Mayor Bain and City Councilors
From: Ken Roberts, City Planner

BACKGROUND:

The applicant and developer, Todd Christianson, is requesting City approval to start grading the site of the Shadow Creek Estates development before the City approves the final plat and the project Development Agreement.

On June 26, 2023, the City Council made several approvals for the Shadow Creek Estates development. These approvals included a zoning ordinance map amendment, preliminary planned unit development, preliminary plat and a comprehensive plan amendment.

The applicant is now asking the City to allow him to starting grading the project site. This requires City approval of a grading permit and a grading agreement since the City has not yet approved the final plat or a Development Agreement for the project.

ISSUE BEFORE COUNCIL:

Should the City Council approve the proposed grading permit and agreement for Shadow Creek Estates?

PROPOSAL/ANALYSIS:

The applicant is proposing to grade the site of the future townhouses to be located west of Goodview Avenue and north of the existing horse facility on his property. The proposed grading would involve moving about 5100 cubic yards of material and is intended to have the site ready for the installation of public improvements and would prepare the building pads for the construction of the future townhouses.

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

FISCAL IMPACT:

Staff are not aware of any fiscal impacts to the City with the proposed grading permit.

OPTIONS:

The City Council may approve, approve with revisions or deny the proposed grading permit and agreement.

RECOMMENDATION:

Staff recommends the City Council approve, as part of the Consent Agenda, the proposed grading permit and agreement for the site of the Shadow Creek Estates development to be located on the property located north of the existing horse-facility located at 6150 202nd Street North, subject to minor revisions as may be required by the City Attorney.

ATTACHMENT:

1. Proposed Grading Permit Agreement

GRADING PERMIT TERMS AND CONDITIONS FOR
GRADING PERMIT NUMBER: [REDACTED]

The following are the terms and conditions for grading permit number _____, application number _____, made by Todd Christenson of Elmcrest Vistas, LLC, a Minnesota Limited Liability Company (“Applicant”), for the property commonly known as “Shadow Creek Estates” with the legal description attached hereto as **Exhibit A** (“Shadow Creek”).

Applicant does hereby agree to abide by the following terms and conditions.

1. **SCOPE OF WORK.** Applicant is authorized to do the following work under this grading permit: Complete the grading activities necessary per the revised grading plans dated 08/07/2024 (“Grading Plans”) subject to all comments and conditions of approval in the City Engineer review memo dated August 15, 2024.
 - a. This permit does not allow for any material to be hauled offsite for the work related to the grading operations. Applicant may store the excavated material in a location and using the necessary erosion control methods as approved by City Engineer. The applicant and contractor shall install silt fence around the base of the stockpile and shall hydroseed the stockpile.
 - b. This permit does not allow for any installation of public utilities.
2. **PRECONSTRUCTION MEETING.** Prior to beginning any work permitted under this Agreement, Applicant shall hold a preconstruction meeting with Forest Lake City Staff and other relevant agencies at a time agreeable by both parties.
3. **HOURS OF OPERATION.** Grading, excavation, and general construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM; Saturdays 9:00 AM and 5:00 PM; and only related to an emergency or with Council approval on Sundays and holidays.
4. **GRADING/DRAINAGE PLAN.** Applicant shall grade the site and construct drainage facilities in conformance with the Grading Plans as approved City Engineer attached hereto as **Exhibit B** (“Grading Plans”). Applicant agrees to convey to the City all necessary outlots and easements for the preservation and maintenance of the public drainage system if required. Applicant shall provide any required deeds and/or easement agreements for conveyance, in a form acceptable to the City attorney, to City before City shall issue any building permits.
5. **EROSION CONTROL.** Applicant shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP). Such plan shall be subject to approval of the City Engineer. All erosion control devices must be installed before any construction work begins, including rock construction entrance. During the

grading work the Applicant shall clean out or adjust erosion control BMP's as necessary. Temporary restoration may be required to contain any erosion.

6. **AREA RESTORATION.** Applicant shall restore all areas disturbed by the Scope of Work in accordance with the approved erosion control plan. Upon completion of the grading, site restoration shall be completed as soon as possible. Once grading operations are complete, Applicant shall submit to the City grading plan as-builts and certify that the subgrade centerline of all the roadways to all the City to verify that grading limits are within acceptable tolerance. Applicant shall also provide cross-sectional survey as-builts of the ponds for City review and approval.
7. **STREET MAINTENANCE AND REPAIR.** Applicant shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within, adjacent or near Shadow Creek resulting from the grading work or associated trucking operations and shall repair and restore to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.
8. **APPROVALS BY OTHER REGULATORY AGENCIES.** Applicant shall obtain all necessary approvals, permits, easements and licenses from any other applicable regulatory agency prior to commencing any work on Shadow Creek. All due diligence, analysis and costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Applicant to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Applicant. The Applicant shall defend and hold the City harmless from any action initiated by any other regulatory agencies or other property owners resulting from such failures of the Applicant.
9. **AUTHORIZATION TO WORK WITHIN CITY RIGHT OF WAY.** Applicant has permission from the City to work in the City's right-of-way along Goodview Avenue N as is necessary to perform the Scope of Work as described in paragraph 1 and depicted on the Grading Plans.
10. **CITY HAS NO OBLIGATION TO APPROVE ANY ADDITIONAL REQUESTS OR APPLICATIONS.** Applicant acknowledges and agrees that the City's approval of this Grading Permit in no way obligates the City to approve any additional zoning, subdivision or permit requests by the Applicant related to Shadow Creek. Applicant has requested this Grading Permit to take advantage of the current construction season before receiving Final Plat approval or Final PUD approval, and Applicant does so assuming any and all risks that may arise from failing to have all City approvals and entitlements before beginning the Shadow Creek Development. Applicant acknowledges and agrees that this Grading Permit approval does not bind the City to approve the Final Plat or Final PUD, or to approve it within any specific time period outside of statutory requirements.
11. **CASH ESCROW.** Contemporaneously herewith, Applicant shall deposit with the City a cash deposit for the amount of **\$40,000** which shall continue to be in full force and effect until released by the City. The Cash Escrow shall secure compliance by the Applicant with the terms and conditions of this Grading Permit. The City may use these escrow proceeds to

reimburse the City for its costs to take whatever action is necessary to stabilize Shadow Creek in the event the City determines that the Applicant has: (1) failed to complete the Scope of Work as defined in paragraph 1; (2) violated of any of the compliance terms stated in paragraphs 4, 5, or 6; or (3) failed to comply with the Grading Plans. Upon sole determination by the City that the Applicant is in violation of any of the items stated above, the City shall provide Applicant with written notice. If work is not completed to City's satisfaction within the reasonable timeframe stated in the notice, the City will have appropriate equipment and materials dispatched to the site and all costs associated with the work shall be withdrawn from the cash escrow.

12. ENFORCEMENT COSTS. The Applicant shall pay the City for costs incurred in the enforcement the terms of this Grading Permit, including engineering and attorneys' fees.

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

14. EMERGENCY. Applicant shall provide City with contact information for Project Manager who will be available 24 hours a day 7 days a week until the grading is completed. The parties designate the individuals below as their contact in the event of an emergency:

CITY: Dave Adams 651.755.1207

APPLICANT: Mary Christenson 763.268.9442

15. ASSIGNMENT. The Applicant may not assign this Grading Permit without the written permission of the City which consent shall not be unreasonably withheld, conditioned or delayed. The Applicant's obligations hereunder shall continue in full force and effect, even if the Applicant sells Shadow Creek.

16. ACCESS. The Applicant hereby grants to the City, its agents, employees, officers, and contractors a license to enter Shadow Creek to perform all work and inspections deemed appropriate by the City during the Scope of Work.

IN WITNESS WHEREOF, the parties have executed this Grading Permit.

APPLICANT

ELMCREST VISTAS, LLC

a Minnesota limited liability company

By: _____
Mary Christenson

Its: Partner

[illegible]

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

Notary Public

CITY OF FOREST LAKE

By: _____
 Mara Bain
 Its: Mayor

Attest: _____
 Jolleen Chaika
 Its: Clerk

STATE OF MINNESOTA)
)
 COUNTY OF WASHINGTON) ss.

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

 Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING
PLEASE RETURN TO:**

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

EXHIBIT A**LEGAL DESCRIPTION****Grading Site:**

That part of the North Half of the Southeast Quarter of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, lying easterly of the following described line:

Commencing at the southeast corner of said North Half of the Southeast Quarter; thence westerly, along the south line of said North Half of the Southeast Quarter, a distance of 885.81 feet to the point of beginning of the line to be described; thence northerly, deflecting 85 degrees 09 minutes 09 seconds to the right, a distance of 1006.28 feet to the south line of the McCullough and Sons Inc. property as recorded in Document No. 366555 in the Office of the County Recorder, Washington County, Minnesota, which is also the south line of the North 315 feet of said North Half of the Southeast Quarter; thence easterly, along said south line a distance of 168.96 feet to the southeast corner of said McCullough and Sons Inc. property; thence northerly, along the easterly lines of said McCullough and Sons Inc. property, a distance of 333.94 feet to the north line of said North Half of the Southeast Quarter and there terminating.

LESS AND EXCEPT Parcel No. 3 of Washington County Highway Right of Way Plat No. 71, recorded June 12, 1990, in the Office of the Washington County Recorder as Document No. 633146.

PID: 20.032.21.41.0003

And

Property for Stockpile site:

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

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

AND

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

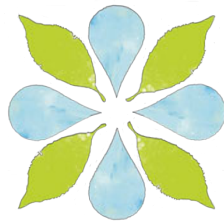
Commencing at the southeast corner of said North Half of the Southeast Quarter; thence westerly, along the south line of said North Half of the Southeast Quarter, a distance of 885.81 feet to the point of beginning; thence northerly, deflecting 85 degrees 09 minutes 09 seconds to the right, a distance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

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

:and

PID: 20.032.21.41.0001





Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: August 26, 2024
Agenda Item: Consent Agenda: LG220 Exempt Gambling Permit
To: Honorable Mayor and City Council
From: Jolleen Chaika, City Clerk

BACKGROUND: The Roseville Chapter of Ducks Unlimited has applied to conduct an excluded gambling bingo and raffle event on November 16, 2024 at the Forest Lake American Legion.

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.

Ducks Unlimited 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 Ducks Unlimited and authorize City Clerk to sign application for remittance to the Minnesota Gambling Control Board.

ATTACHMENTS:

LG220 Application for Exempt Permit

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit4/23
Page 1 of 3

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: Ducks Unlimited Roseville Chapter 209

Previous Gambling Permit Number: X- 62099

Minnesota Tax ID Number, if any: 26-3145912

Federal Employer ID Number (FEIN), if any: 41-1597087

Mailing Address: 4914 101st Lane NE

City: Circle Pines State: MN Zip: 55014 County: Anoka

Name of Chief Executive Officer (CEO): Michael Hoffman

CEO Daytime Phone: [REDACTED] CEO Email: [REDACTED]
(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): American Legion Post 225

Physical Address (do not use P.O. box): 355 W Broadway Ave Forest Lake

Check one:

☒ City: Forest Lake Zip: 55025 County: Washington

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 11-16-2024

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: *Mike Hoffman* Date: 08-16-2024

(Signature must be CEO's signature; designee may not sign)

Print Name: Michael Hoffman**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.

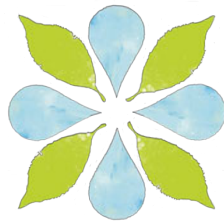
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; 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: August 26, 2024
Agenda Item: Consent Agenda: LG220 Exempt Gambling Permit for
To: Honorable Mayor and City Council
From: Jolleen Chaika, City Clerk

BACKGROUND: The Forest Lake Boys Hockey Blue Line Club has applied to conduct an excluded gambling bingo and raffle event on October 26, 2024 at the Forest Lake American Legion.

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 Blue Line Club 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 the Blue Line Club 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: Forest Lake Boys Hockey Blue Line Club

Previous Gambling Permit Number: X-_____

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: 30-0628225

Mailing Address: PO Box 851

City: Forest Lake State: MN Zip: 55025 County: Washington

Name of Chief Executive Officer (CEO): Mike Pederson

CEO Daytime Phone: [REDACTED] CEO Email: [REDACTED]
(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): American Legion Post 225

Physical Address (do not use P.O. box): 355 W Broadway Ave

Check one:

☒ City: Forest Lake Zip: 55025 County: Washington

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 10/26/24

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.

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: 8/20/24

(Signature must be CEO's signature; designee may not sign)

Print Name: Mike Pederson

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

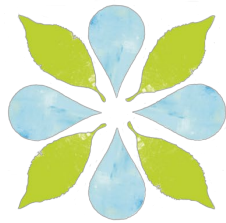
Questions?

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.



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: 08/26/24
Agenda Item: First Amendment of Agreement For Building Inspection and Building Official Services
To: Mayor and City Council
From: Alan Newman, Fire Chief

BACKGROUND:

On August 12, 2019 the City of Forest Lake and MNSPECT, LLC entered into an agreement whereas MNSPECT, LLC would provide building inspection and building official services. Included in the agreement was a rate for fire inspection services at \$105.00/hr.

ISSUE BEFORE COUNCIL:

Should Council approve the first amendment of agreement for building inspection and building official services between MNSPECT, LLC and the City of Forest Lake.

PROPOSAL/ANALYSIS:

The city has had a contract in place with MNSPECT, assumed in recent years by Safebuilt, to provide building inspection, plan review, building official duties, and fire inspection services when needed to fit the needs of the city. Since August 12, 2019 MNSPECT, LLC has not requested an increase in rates for any services provided under the original agreement. This First Amendment to the agreement will increase the hourly rate for fire inspection services from \$105/hr to \$175/hr. All other rates under the original agreement will remain unchanged.

FISCAL IMPACT:

The rate for Fire Inspection services noted in the First Amendment of Agreement is \$175/hr. Fire inspection services provided under this agreement are to address complaint based and as needed fire inspection request.

OPTIONS:

1. Approve the First Amendment of Agreement For Building Inspection and Building Official Services agreement.
2. Deny approval of the agreement.

RECOMMENDATIONS:

If removed from the consent agenda:

“Motion to Approve the First Amendment of Agreement For Building Inspection and Building Official Services Between City of Forest Lake, Minnesota and MNSPECT, LLC.”

ATTACHMENTS:

1. First Amendment of Agreement For Building Inspection And Building Official Services Between City of Forest Lake, Minnesota and MNSPECT, LLC. Proposed July 02, 2024.
2. Agreement For Building Inspection And Building Official Services. Dated August 12, 2019.

**FIRST AMENDMENT OF
AGREEMENT FOR BUILDING INSPECTION AND BUILDING OFFICIAL SERVICES
BETWEEN CITY OF FOREST LAKE, MINNESOTA
AND MNSPECT, LLC**

THIS FIRST AMENDMENT OF AGREEMENT FOR BUILDING INSPECTION AND BUILDING OFFICIAL SERVICES is made effective as of the date of the last signature below by and between City of Forest Lake, Minnesota (Municipality) and MNSPECT, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

RECITALS AND REPRESENTATIONS

WHEREAS, Parties entered into an Agreement for Building Inspection and Building Official Services (Agreement), by which both Parties established the terms and conditions for service delivery on August 12, 2019; and

Parties hereto now desire to amend the Agreement as set forth herein; and

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

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Section 6.B.iv is removed in its entirety and replaced with the below:
 - iv. Fire Inspector \$175.00/hr – One Hour Minimum
3. All other conditions and terms of the original Agreement not specifically amended herein, shall remain in full force and effect.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

MNSPECT, LLC

City of Forst Lake, Minnesota

By: _____

By: _____

Name: Gary Amato

Name: _____

Title: Chief Administrative Officer

Title: _____

Date: July 2, 2024

Date: _____

AGREEMENT FOR BUILDING INSPECTION AND BUILDING OFFICIAL SERVICES

THIS AGREEMENT is made and entered into this 12 day of August, 2019 by and between the City of Forest Lake, Minnesota, a Minnesota municipal corporation (City) and MNSPECT, LLC, a Minnesota Limited Liability Company (Inspector).

WITNESSETH:

WHEREAS, the City is desirous of contracting with Inspector for the performance of the hereinafter specified Building Official and inspection services with the City; and

WHEREAS, Inspector is agreeable to rendering services on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

1. Building Official and Inspection Services.

Inspector will provide the following building official and inspection services (Services) for the City of Forest Lake:

- A. Inspector shall provide an individual who meets the statutory qualifications for a Designated Building Official found in the relevant Minnesota Statutes and Rules to serve as the City's Designated Building Official during times when the City does not have a satisfactory internal designee to serve as the City's Designated Building Official. During the time Inspector is acting as the Designated Building Official, Inspector shall be responsible for all duties set forth in Minnesota Rules, Chapter 1300, including items B-D below.
- B. Perform Plans Examination services for all eligible permit applications received under this agreement (covered under a separate agreement).
- C. Perform field inspections for all inspections requested.
- D. Prepare and provide inspection records and other necessary information to the City for it to maintain permanent records of all services performed by Inspector.

Inspector shall complete all permit and plan reviews for applications related to residential properties within ten (10) days of receipt of the permit application or relevant plans and shall complete all permit and plan reviews for applications related to commercial properties within a reasonable time frame based on the complexity of the project.

2. Qualifications of Inspector's Employees and Contractors; Independent Contractor.

All Services provided by Inspector shall be performed by qualified individuals certified by the State of Minnesota as Building Officials or Limited Building Officials.

City and Inspector acknowledge and agree that Inspector is an independent contractor contracting with the City to perform the Services pursuant to this Agreement and is not an employee of the City. Inspector shall have control over the manner in which the Services are performed under this Agreement. Inspector shall supply, at its own expense, all personnel, materials, supplies, equipment, and tools required to provide the Services contemplated by this Agreement. Inspector shall not be entitled to any benefits from the City, including without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency relationship between the Parties. Inspector shall be responsible for all individuals performing Services on behalf of Inspector pursuant to this Agreement.

3. Insurance

Inspector, at its expense, shall procure and maintain in force for the duration of this Agreement, the following minimum insurance coverages:

- A. General Liability. Inspector agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
- B. Automobile Liability. If Inspector operates a motor vehicle in performing the Services under this Agreement, Inspector shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.
- C. Professional (Errors and Omissions) Liability Insurance. Inspector will maintain professional liability insurance for all claims the Inspector may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Inspector's professional services required under this Agreement. Inspector is required to carry the following minimum limits: \$1,000,000. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement, and Inspector shall maintain such insurance for a period of at least three (3) years following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by Inspector to fulfill this requirement.
- D. Workers' Compensation. Inspector agrees to provide workers' compensation insurance for all its employees in accordance with the

statutory requirements of the State of Minnesota. The Contractor shall also carry employers' liability coverage with minimum limits as follows:

- i) \$500,000 – Bodily Injury by Disease per employee
- ii) \$500,000 – Bodily Injury by Disease aggregate
- iii) \$500,000 – Bodily Injury by Accident

Inspector shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. Inspector's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement. The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

4. Effective Date of Agreement.

The effective date of this Agreement shall be September 1, 2019.

5. Termination of Agreement.

This agreement shall remain in force and effect from the effective date until cancelled by either party upon thirty (30) days advance written notice. In the event of termination, City shall only be responsible to pay for the Services satisfactorily performed by the Inspector to the effective date of termination. Discontinuance of selected services listed in Paragraph 1 (above), shall not require termination of the contract, but notice of intent to discontinue selected services shall be communicated with 15 days written notice.

6. Cost to the City for Services.

The City shall pay Inspector for Services performed by Inspector within 30 days of submission of a written invoice to the City for the following Services at the following rates:

- A. The fee to act as the designated Building Official shall be \$1500 per week or portion thereof. This fee will only apply when a MNSPECT employee is designated as the City's Building Official.
- B. For the services listed below, a trip charge of \$50.00 shall be imposed when the time spent in the City is less than 4 contiguous hours in a given work day. The fee for inspection personnel and services shall be as follows:
 - i. Designated Building Official (Qualle) \$125.00/hr
 - ii. Inspector with State Delegation \$125.00/hr
 - iii. Certified Building Official (commercial) \$105.00/hr
 - iv. Fire Inspector \$105.00/hr
 - v. Limited Building Official (residential) \$85.00/hr

Inspector shall submit logs with its invoices for services rendered under this subsection.

7. Amendments and Assignment.

Any modification or amendment to this Agreement shall require a written agreement signed by both Parties. Inspector may not assign any of its rights or duties under this Agreement without the prior written consent of the City.

8. Indemnification.

To the fullest extent permitted by law, Inspector agrees to defend, indemnify, and hold-harmless the City and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of the Inspector's negligence or Inspector's performance or failure to perform its obligations under this Agreement. Inspector's indemnification obligation shall apply to Inspector's subcontractor(s), or anyone directly or indirectly employed or hired by Inspector, who performs Services on behalf of Inspector, or anyone for whose acts Inspector may be liable. Inspector agrees this indemnity obligation shall survive the completion or termination of this Agreement. This indemnification requirement is subject to the provisions of MN Rule 1300.0110, Subpart 9.

9. Legal Compliance.

Inspector agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including safety standards. Inspector shall be solely responsible for the safety of all persons and property during performance of the Services. Inspector represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities and will perform the Services with reasonable skills and care.

10. Ownership of Documents; Data Privacy.

All reports and other documents produced by Inspector in the performance of Services under this Agreement shall be the property of the City. Inspector agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. Inspector understands that all of the data created, collected, received, stored, used, maintained, or disseminated by Inspector in performing those functions that the City would perform is subject to the requirements of Chapter 13, and Inspector will cooperate with City to furnish or provide requested data to City. This does not create a duty on the part of Inspector to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

11. Entire Agreement.

This is the entire agreement of the parties.

12. Choice of Law.

This agreement shall be governed and construed in accordance with the State of Minnesota Law.

13. Representation of Authority.

The undersigned executing this agreement for MNSPECT, LLC, represents and warrants that he has been duly authorized to execute this agreement on behalf of MNSPECT, LLC, by the organization's Board of Directors, and that this agreement shall bind it to the terms and obligations contained herein.

IN WITNESS THEREOF, the parties have executed this agreement in duplicate this 12 day of August, 2019.

CITY OF FOREST LAKE

By: Mara Bain

Mara Bain
Mayor

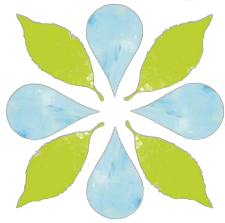
Attest: Patrick Gasey

City Clerk

MNSPECT, LLC

By: Scott Qualle

Scott Qualle, President



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: August 26, 2024
Agenda Item: Declaring Surplus Equipment and Property
To: Honorable Mayor and City Council Members
From: Dave Adams, Public Works Director

The Public Works Department has replaced existing equipment with new equipment in 2024 and is requesting the following list of items be declared surplus:

	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN/Ser. Number</u>
•	2008	Chevrolet	1 Ton	1GBJK34K98E108275
•	2013	Chevrolet	Pickup	1GB1CVCG8DF103031
•	2006	Caterpillar	924G Loader	DDA02883

Equipment will be sent to MN Bid Online Auction for sale. Revenues will be placed back into the 401 (Capital Equipment) Fund.

Recommendation:

Staff recommendation is to approve a motion declaring surplus equipment and property and authorizing the auction of/disposal of the above surplus equipment.



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: August 26, 2024

Agenda Item: Eureka Avenue Improvements - Resolution Authorizing DNR Easement Application

To: Honorable Mayor and City Council

From: Ryan J. Goodman, PE – City Engineer

BACKGROUND:

A portion of the proposed Eureka Avenue Improvements project is located within the Lamprey Pass Wildlife Management Area (WMA), which is owned and managed by the Minnesota Department of Natural Resources (DNR).

The City currently does not hold any land rights over Eureka Avenue North on the DNR Lamprey Pass WMA property and as such are required to apply for and execute a roadway easement with the DNR in order to construct the proposed improvements.

ISSUE BEFORE COUNCIL: Consider adopting a resolution authorizing the application for a DNR roadway easement related to the Eureka Avenue Improvements project. If the Council does not authorize the easement application, the project will not be able to be constructed.

PROPOSAL/ANALYSIS: In order to construct the proposed improvements along Eureka Avenue North within DNR WMA property, the City is required to obtain a roadway easement from the DNR for the purpose of clarifying the City's authority to use and maintain the public roadway.

FISCAL IMPACT: \$2,000.00 easement application fee. An additional fee based on the total easement area will also be required prior to executing an easement agreement. The amount of this fee will be determined by the DNR after review of the application.

OPTIONS: Consider adopting a resolution authorizing the application for a DNR roadway easement related to the Eureka Avenue Improvements project.

RECOMMENDATIONS: We recommend the City Council adopt the enclosed resolution authorizing the application for acquisition of easements from the DNR associated with the Eureka Avenue Improvements project.

ATTACHMENTS: Resolution Authorizing DNR Easement Application
Figure 1A: Proposed DNR Roadway Easement

**Office of Engineering**

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

August 20, 2024

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

RE: Eureka Avenue Improvements
Resolution Authorizing the Application for Acquisition of Easements from the Minnesota
Department of Natural Resources Associated with the Eureka Avenue Improvements Project

Dear Mayor and Council:

A portion of the proposed Eureka Avenue Improvements project is located within the Lamprey Pass Wildlife Management Area (WMA), which is owned and managed by the Minnesota Department of Natural Resources (DNR).

The City currently does not hold any land rights over Eureka Avenue North on the DNR Lamprey Pass WMA property and as such are required to apply for and execute a roadway easement with the DNR in order to construct the proposed improvements.

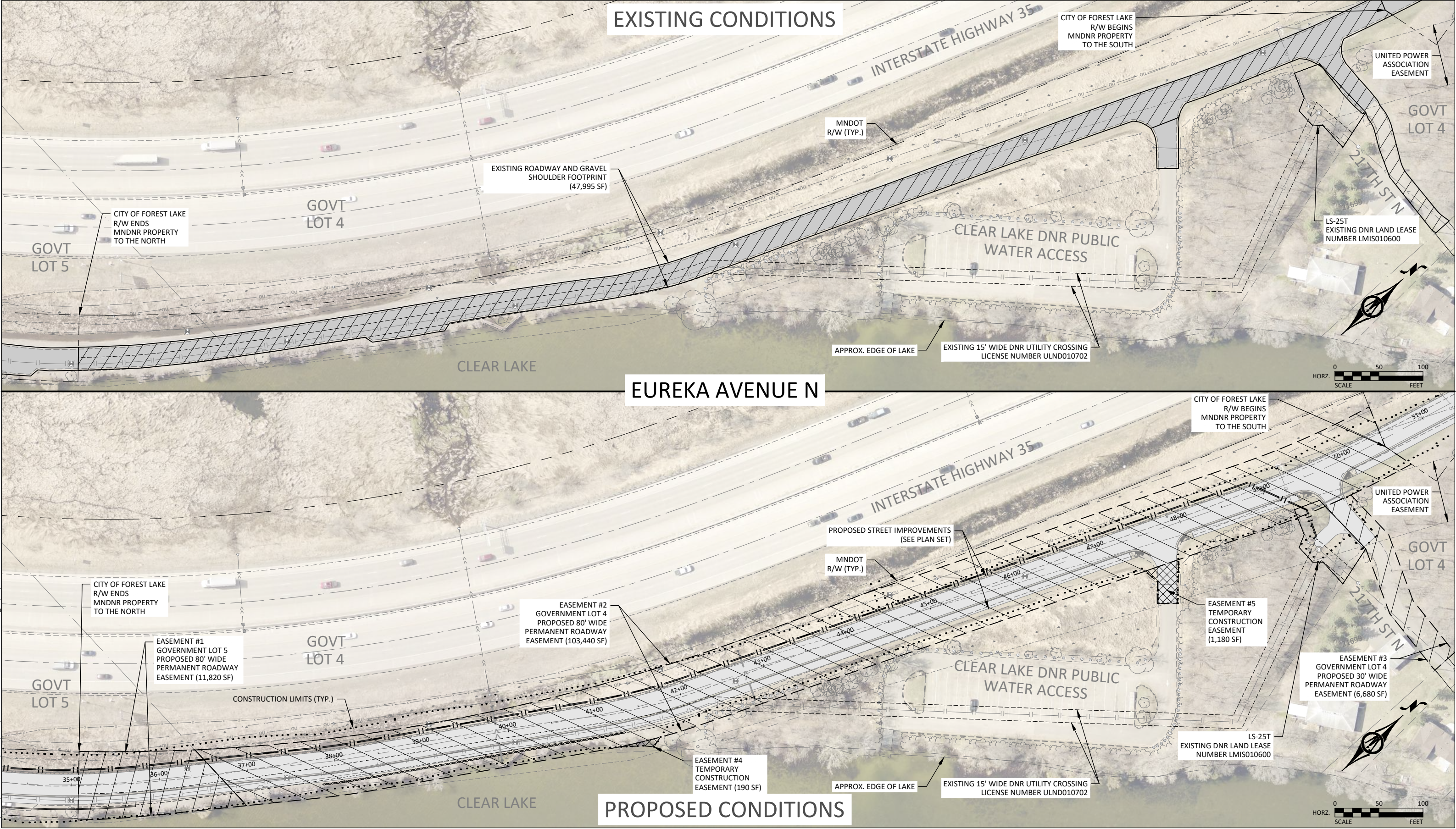
At this time, we recommend the City Council adopt the enclosed resolution authorizing the application for acquisition of easements from the DNR associated with the Eureka Avenue Improvements project.

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

Sincerely,

Ryan J. Goodman, P.E.
City Engineer

Enclosures: Resolution Authorizing DNR Easement Application
Figure 1A: Proposed DNR Roadway Easement



**CITY OF FOREST LAKE
WASHINGTON COUNTY, MINNESOTA
RESOLUTION NO. 08-26-24-03**

**A RESOLUTION AUTHORIZING THE APPLICATION FOR ACQUISITION OF
EASEMENTS FROM THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES
ASSOCIATED WITH THE EUREKA AVENUE IMPROVEMENTS PROJECT**

WHEREAS, The City of Forest Lake is planning roadway improvements along Eureka Avenue North as part of the Eureka Avenue Improvements project; and

WHEREAS, a portion of Eureka Avenue North and the proposed improvements are located within the Lamprey Pass Wildlife Management Area (WMA), which is owned and managed by the Minnesota Department of Natural Resources (DNR); and

WHEREAS, where public roadways maintained by the City cross property owned by the DNR, the City is required to obtain roadway easements for the purpose of clarifying the City's authority to use and maintain the public roadways; and

WHEREAS, the City of Forest Lake does not currently hold land rights over Eureka Avenue North on the DNR Lamprey Pass WMA property and is required to execute a roadway easement with the DNR in order to construct the proposed improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOREST LAKE, WASHINGTON COUNTY, MINNESOTA AS FOLLOWS:

1. The city of Forest Lake has the legal authority to apply for a roadway easement for the portion of Eureka Avenue North located on DNR property; and
2. The city of Forest Lake authorizes its Mayor and its City Clerk to execute an easement agreement and any amendments thereto with the DNR concerning the above-referenced easement, by signature, on behalf of the city of Forest Lake.

ADOPTED by the Forest Lake City Council this 26th day of August, 2024.

CITY OF FOREST LAKE

Mara Bain
Its: Mayor

Attest:

Jolleen Chaika
Its: City Clerk



Real People. Real Solutions.

86
7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

August 21, 2024

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

RE: MnDOT State FY 2025 Airport Grant Offers

Dear Mayor and Council:

The MnDOT Office of Aeronautics has issued State grant offers for fiscal year 2025 to the Forest Lake Airport for the following proposed projects:

- Runway 13/31 300-foot Extension – Design
- Taxiway A 300-foot Extension – Design
- Runway 13/31 Clear Zone Acquisition Plan

Below is a summary of each proposed project:

1. Runway 13/31 300-foot Extension

Runway 13/31 is currently 2,700-feet long. The Airport Master Plan updated completed in 2021 completed a runway length analysis to determine the recommended length based upon aircraft utilizing the airport. Using *FAA Advisory Circular 150/5325-4B, Runway Length Requirements for Airport Design*, the recommended runway length for the Forest Lake Airport was determined to be 3,000-feet.

Aircraft require the most runway length during takeoff. At the current length, certain aircraft operating at the airport are required to make load concessions or suspend travel depending upon weather conditions. An extension of the Runway 13/31 length to 3,000-feet will improve the operational safety for pilots operating at Forest Lake.

MnDOT has proposed offering a State grant to complete Design and Bid Administration for the project in State FY 2025 and for Construction in State FY 2026. Design and Bid Administration has an estimated total of \$175,000 and Construction \$900,000. The MnDOT share will be 95% and the city share 5%. The estimated city share for State FY 2025 is \$8,750 and for State FY 2026 \$45,000.

2. Taxiway A 300-foot Extension

This project is the associated 300-foot extension of Taxiway A to match the extended Runway 13/31 end.

MnDOT has proposed offering a State grant to complete Design and Bid Administration for the project in State FY 2025 and for Construction in State FY 2026. Design and Bid Administration has an estimated total of \$75,000 and Construction \$500,000. The MnDOT share will be 95% and the city share 5%. The estimated city share for State FY 2025 is \$8,750 and for State FY 2026 \$25,000.

3. Runway 13/31 Clear Zone Acquisition Plan

For the protection of people and property near airports and pilots, MnDOT has established a policy on clear zones. Clear zones are a trapezoidal shape which begin 200-feet beyond the end of each runway. The MnDOT policy desires all airport sponsors own the land under the clear zone in fee. For those airport sponsors which do not, State funding is limited.

MnDOT understands that fee acquisition of all land under the clear zone may not be feasible for every airport sponsor. For these airports, the sponsor can request an exemption to the MnDOT clear zone policy by completing a Clear Zone Acquisition Plan (CZAP). The CZAP must provide justification why the airport sponsor is unable to fully comply with the MnDOT policy.

For the Forest Lake Airport, the city owns in fee all the land under the Runway 31 (south) end clear zone but does not for the Runway 13 (north) end. Fenway Avenue runs through the Runway 13 clear zone. By completing a CZAP, Forest Lake can request an exemption from the MnDOT Clear Zone Policy and not have State funding opportunities be limited.

MnDOT has proposed offering a State grant to complete the project in State FY 2025 with an estimated total of \$10,000. The MnDOT share will be 95% and the city share 5%. The estimated city share for State FY 2025 is \$500.

The city must respond to MnDOT by August 31, 2024 with their intent to pursue each project.

If you have any questions about the MnDOT State FY 2025 Grant Offers, please feel free to contact me at silas.parmar@bolton-menk.com or 612-987-0138.

Sincerely,

Bolton & Menk, Inc.



Silas Parmar, P.E.

Aviation Project Manager

Enclosures: State Grant Offer Letters
 Project Layout
 State Funding Scoring Prioritization

June 28, 2024

Kristina Handt
Interim City Administrator

Forest Lake Airport

Dear Kristina Handt,

The Minnesota Department of Transportation Aeronautics Office has completed its review and prioritization of requests for the State Fiscal Year 2025 funding grant solicitation.

I am pleased to inform you that: The **Runway 13/31 300-Foot Extension - Design** project, for an estimated total cost of **\$175,000.00**, has been selected to receive a State Grant Offer. MnDOT will execute a Grant Contract under the following conditions:

- These funds have been identified for the project(s) identified in this letter and cannot be applied toward another project at your airport.
- The funds are available to execute the grant during State Fiscal Year 2025 (July 1, 2024 to June 30, 2025). To improve the use of State Airports funds, **we are requiring a complete grant request by November 30, 2024**. If you are not able to make this November 30th deadline, you must work with your Regional Engineer to schedule a submittal date that works for you. If a grant request cannot be submitted by November 30th, or an extended submittal date cannot be agreed upon, you may move the project to the next fiscal year on the CIP, and submit an application to be re-scored and prioritized against the next year's projects. If you don't communicate within these requirements, the offer for funding will be rescinded for SFY 2025 and reprogrammed to address other airport needs.
- If you plan to move forward with this project, the following are required by email for a complete grant request:
 - A Grant Request Letter stating the project/funding requested and on sponsor letterhead.
 - A Cost Split detailing the costs of the project in an Excel File that can be found on the MnDOT Aero website: <http://www.dot.state.mn.us/aero/airportdevelopment/forms.html>
 - Any other supporting documents that detail costs for the project (i.e. bid tabs, professional services agreement)
 - We will reach out if further explanation or documentation is needed.
- Once these documents are received and approved, MnDOT will encumber funds and a grant contract will be sent to you for signature. No reimbursement can be made until a fully executed (signed) Grant Contract has been completed. If there is some urgency to start work prior to grant execution, consult with your regional engineer to proceed with an "Early Encumbrance" process. With this process, work done prior to an encumbrance cannot be reimbursed. However, work done (costs incurred) after an encumbrance is completed, but before a grant is executed, can be reimbursed – but only after the grant is fully executed. If you use the "Early Encumbrance" process, it is done at your own risk as a fully executed Grant Contract is the only guarantee of funding.

Please communicate with me at your convenience if you wish to proceed with the project, but no later than August 31, 2024. If you no longer wish to pursue funding for the identified project in State Fiscal Year 2025, please notify me as soon as possible. Below is a summary of the deadlines outlined above:

1. August 31, 2024 – respond to this letter and communicate intent to pursue this grant.
2. November 30, 2024 – submit complete grant request documents to Regional Engineer or approved extended submittal date.
3. December 1, 2024 – selected projects that have not met deadlines 1 and 2 are reprogrammed. You must add the project to the SFY26 CIP and submit another application during the solicitation opening.

Let me know if any questions or concerns.

Sincerely,

Arika Johnson, P.E.
Airport Development Section Supervisor
arika.johnson@state.mn.us

CC: Silas Parmar, silas.parmar@bolton-menk.com

Equal Opportunity Employer

June 28, 2024

Kristina Handt
Interim City Administrator

Forest Lake Airport

Dear Kristina Handt,

The Minnesota Department of Transportation Aeronautics Office has completed its review and prioritization of requests for the State Fiscal Year 2025 funding grant solicitation.

I am pleased to inform you that: The **Taxiway A 300-Foot Extension - Design** project, for an estimated total cost of **\$75,000.00**, has been selected to receive a State Grant Offer. MnDOT will execute a Grant Contract under the following conditions:

- These funds have been identified for the project(s) identified in this letter and cannot be applied toward another project at your airport.
- The funds are available to execute the grant during State Fiscal Year 2025 (July 1, 2024 to June 30, 2025). To improve the use of State Airports funds, **we are requiring a complete grant request by November 30, 2024**. If you are not able to make this November 30th deadline, you must work with your Regional Engineer to schedule a submittal date that works for you. If a grant request cannot be submitted by November 30th, or an extended submittal date cannot be agreed upon, you may move the project to the next fiscal year on the CIP, and submit an application to be re-scored and prioritized against the next year's projects. If you don't communicate within these requirements, the offer for funding will be rescinded for SFY 2025 and reprogrammed to address other airport needs.
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Let me know if any questions or concerns.

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Arika Johnson, P.E.
Airport Development Section Supervisor
arika.johnson@state.mn.us

CC: Silas Parmar, silas.parmar@bolton-menk.com

Equal Opportunity Employer

June 28, 2024

Kristina Handt
Interim City Administrator

Forest Lake Airport

Dear Kristina Handt,

The Minnesota Department of Transportation Aeronautics Office has completed its review and prioritization of requests for the State Fiscal Year 2025 funding grant solicitation.

I am pleased to inform you that: The **Clear Zone Acquisition Plan (CZAP)** project, for an estimated total cost of **\$10,000.00**, has been selected to receive a State Grant Offer. MnDOT will execute a Grant Contract under the following conditions:

- These funds have been identified for the project(s) identified in this letter and cannot be applied toward another project at your airport.
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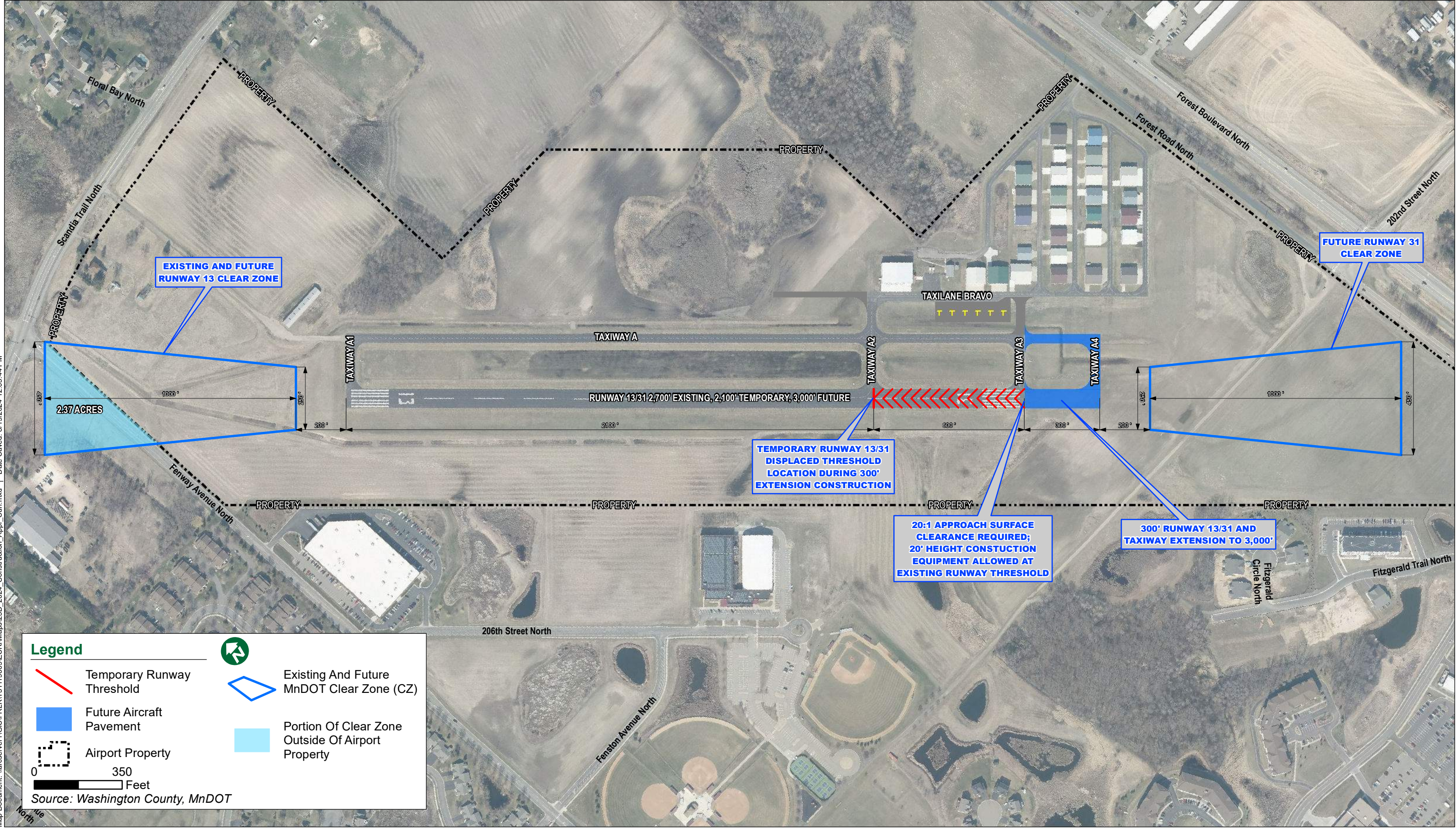
Let me know if any questions or concerns.

Sincerely,

Arika Johnson, P.E.
Airport Development Section Supervisor
arika.johnson@state.mn.us

CC: Silas Parmar, silas.parmar@bolton-menk.com

Equal Opportunity Employer



Per MnDOT’s Project Selection Policy, MnDOT Aeronautics is updating state funding prioritization to be as objective, transparent, and data-driven as possible. This policy is intended to consider Minnesota GO recommendations and increase public understanding of MnDOT’s project selection processes.

System Plan Alignment

MnSASP Objective	Criteria	Categories	Score
Open Decision-Making	Master Plan/ALP* : Evaluates if the airport has an updated Master Plan/ALP following the MnSASP targets (by state classification) AND the project is included in the updated plan.	Updated ALP/Master Plan on-file and project request is included in plan	10
		Airport has programmed ALP/Master Plan update or in process of updating ALP/Master Plan	5
		Inadequate ALP/Master Plan with no updates programmed	-5
Transportation Safety	Airspace Obstructions* : Evaluates if the airport’s Part 77 surfaces are clear of obstructions per MnDOT’s airport licensing requirements OR the airport has an obstruction clearing project request.	Submitted project will clear obstructions in Part 77 surfaces	10
		Airport has no obstructions in Part 77 surfaces	5
		Airport has at least one submitted obstruction clearing project to alleviate Part 77 deficiencies	5
		Obstructions identified in Part 77 surfaces with no programmed fixes	-10
	Clear Zones* : Evaluates if MnDOT-defined clear zone are owned in 100 percent fee-simple or a MnDOT approved Clear Zone Acquisition Plan (CZAP) is on-file. This is per MnDOT’s update to the Clear Zone Policy recommended by the 2022 MnSASP.	Submitted project will acquire land designated as MnDOT clear zones per Clear Zone Policy	10
		Airport has 100% clear zone ownership or approved CZAP on-file	5
		Airport has at least one submitted land acquisition project for MnDOT clear zones OR the airport is actively coordinating with MnDOT to file a CZAP	5
		Partial/no clear zone ownership without a CZAP on file and no programmed land acquisition or CZAP	-10
System Stewardship	Work Type : Evaluates if the project is remediating a pavement condition deficiency per MnSASP-defined system metric*, preserving other existing airport assets, or constructing new/expanded infrastructure. Ultimately, MnDOT Aeronautics is prioritizing the preservation of existing assets rather than expansion.	Airport has an identified pavement condition deficiency (per MnSASP-defined system metric), and the project request will remediate the issue	20
		Airport has adequate pavement per MnSASP metric, and the project request is addressing other pavement issues	15
		Airport has adequate pavement, but the project request is maintaining other airport assets (ex: lighting)	10
		Project request is constructing new facilities or expanding existing infrastructure	0
		Airport has an identified pavement condition deficiency (per MnSASP-defined system metric) with no programmed fix	-10
Healthy Communities	Zoning* : Evaluates if the airport has proper zoning established and on-file with MnDOT Aeronautics or is in the process of establishing/updating zoning. This is evaluated as a MnSASP performance metric in the MnSASP Hub.	Airport has adequate zoning established and on-file per MnDOT requirements.	10
		Airport is establishing or updating zoning to comply with MnDOT requirements	5
		Airport does not have adequate zoning and hasn’t programmed a project to mitigate	-10

*The indicated criteria are evaluated as MnSASP performance metrics. System and airport performance is measured and presented in two interactive dashboards included in the MnSASP Hub: <https://mnsasp-mndot.hub.arcgis.com/>

SEVEN CRITERIA ON A 100-POINT SCALE

60 Points - System Plan Alignment

40 Points - MnDOT Priorities

The prioritization model is only considering state-only funding requests for MnDOT-defined capital expenditures.

MnDOT Priorities

Criteria	Categories	Score
Airport Component : This is indicating where the project is being directed to at the airport, ranging from primary runway to unknown.	Primary Runway	20
	Taxiway Serving Primary Runway	18
	Secondary Runway	16
	Apron	14
	Taxiway Serving Secondary Runway	14
	Other Airfield Location	12
	Taxilane	10
	Terminal Building or Fuel Facilities	8
	Hangar	6
	Other Buildings	6
	Landside	4
	Unknown	0
Licensing Compliance : This is evaluating whether the airport requesting state funds complies with all state licensing standards dictated in Rules (Minnesota Rules 8800.1600 Public Airport Licensing) OR has a project request to remediate a licensing deficiency.	Project alleviates a state licensing deficiency	20
	Airport compliant with all state licensing standards	10
	State licensing deficiency identified, and another project alleviates deficiency	10
	N/A (Part 139 Airports)	10
	Airport has state licensing deficiency and no programmed fix	-10





Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: August 26, 2024
Agenda Item: Ordinance No. 740 - Parks and Recreation Commission
To: Mayor Mara Bain and City Council Members
From: Abbi Wittman, Community Development Director

BACKGROUND:

In January, 2023, the City Council adopted Ordinance No. 721 which repealed and replaced City Code pertaining to the (then) Parks, Trails and Lakes Commission. At that time, Ordinance No. 721 aimed to outline the roles and responsibilities of the (new) Parks and Recreation Commission (Commission) and of the two departments managing the parks system. However, since the adoption of that Ordinance, no appointments have been made to the Commission. As the City has sought new volunteers for the Commission and is preparing to conduct interviews and appointments to fill these vacancies, it was determined minor amendments are appropriate.

At the Council's last regularly-scheduled meeting, the Council heard Open Forum comment from the Forest Lake Area Athletic Association's (FLAAA) Vice President, Myron Plautz. Mr. Plautz expressed concern the City would be removing voting member rights from FLAAA. He further stated concern this ordinance would diminish the City and FLAAA's partnership and fails to recognize the contributions of FLAAA in the City's parkland system.

As staff advised the Council in the meeting, staff was unable to obtain applicants and/or appointees from these respective organizations. Concern was raised about the City's ability to meet meeting quorum requirements if representatives of these organizations were not in attendance. Additionally, City Attorney Johnson advised the Council that, given the relationship between the City and these individual organizations and Agreements often involve the exchange of money with the City, voting on those Agreements are not be appropriate.

Without FLAAA and the Forest Lake Area School District, the City would not be able to achieve all it is within the Parks System. We appreciate these partnerships and hope their advisory presence in the Parks and Recreation Commission will continue to enable partnership growth and development. Since the last meeting, staff has reached out to both organizations and discussed the ordinance amendments. In discussions with both organizations, staff has advised the City does not want to loosen the partnerships with either organization. We have shared the legal concerns with the voting rights provision and advised that, to keep both organizations at the forefront of conversations related to Forest Lake's Parks and Recreation, their advisory role is needed.

ISSUE BEFORE COUNCIL:

Should the City Council adopt Ordinance No. 740, *An Ordinance Amending Title III, Chapter 31, Section 31.75, Related to the Parks and Recreation Commission?*

PROPOSAL/ANALYSIS:

Enclosed is an updated Ordinance for the City Council's consideration that not only changes those representatives to non-voting, ad hoc members but also removes references to the separate departments that have been managing the system as outlining staff duties in Ordinance is unconventional.

FISCAL IMPACT:

Aside from costs associated with publishing the Ordinance in the Forest Lake Times, there is no fiscal impact to the City with the adoption of Ordinance No. 740.

OPTIONS:

The Council has the following options:

1. Move to approve Ordinance No. 740; or
2. Move to approve Ordinance No. 740 with modifications; or
3. Move to direct staff to amend Ordinance No. 740 and bring back for Council consideration at a later date; or
4. Move to deny Ordinance No. 740.

RECOMMENDATIONS:

Staff recommends the City Council:

1. move to approve Ordinance No. 740 *An Ordinance Amending Title III, Chapter 31, Section 31.75, Related to the Parks and Recreation Commission as presented*; and
2. move to approve Resolution No. 8-26-24-01 – *A Resolution Authorizing the Summary Publication of Ordinance No. 740.*

ATTACHMENTS:

Ordinance No. 740

Resolution No. 8-26—24-01

**CITY OF FOREST LAKE
WASHINGTON COUNTY, MINNESOTA
ORDINANCE NO. 740**

**AN ORDINANCE AMENDING TITLE III, CHAPTER 31, SECTION 31.75,
RELATED TO THE PARKS AND RECREATION COMMISSION**

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

Section One. Title III, Chapter 31, Section 31.75 Amendment: Title 11, Chapter 31, Section 31.75 of the Forest Lake City Code is hereby amended as follows. The underlined text shows the proposed additions to the City Code, the ~~struck-out~~ text shows the deleted wording, and all other unformatted text remains unchanged:

§ 31.75 PARKS AND RECREATION COMMISSION.

- A. Establishment. There is hereby created a Parks and Recreation Commission of the City of Forest Lake that will be the successor to the current Park, Trails, and Lakes Commission, which is hereby abolished. This Commission is not a park board as is defined under M.S. Ch. 412 and shall have no powers to acquire or lease land, employ personnel, or enter into contracts or leases, or any similar powers authorized for a park board by state law.

- B. Definitions. For the purpose of this section, the following definitions will apply unless the context clearly indicates or requires a different meaning.

PARK SYSTEM. All areas of land for the enjoyment of the public in the city, including public parks, ~~trails~~, open spaces, and pedestrian facility system ~~and public service facilities~~.

PARTNERED RECREATION PROGRAMS. Any program for organized recreation such as athletics, classes, games and other similar activities where the City is partnering with another entity such as the Forest Lake Area Athletic Association, ~~or the Forest Lake School District, or other entity to provide the programming.~~

~~SPECIAL PUBLIC PARK~~ EVENTS. A group activity including, but not limited to, a performance, meeting, assembly, contest, exhibit, ceremony, festival, parade, reading, or picnic for which specific space in the Park System is requested to be reserved regardless of profit. It is an activity where the general public is invited, allowed or encouraged to attend. This shall not be defined as a private event, restricted to members of a family, organizations, group, or by invitation only. This definition shall not include casual park use by visitors.

- C. Purpose. The Commission is an advisory body, tasked with the responsibility to review and make recommendations to the Forest Lake City Council and city staff on matters of the development and use of the city's ~~park system~~ Park System, development and promotion of ~~special-public~~ park events, and the development and promotion of partnered recreation programs.
- D. Membership.

1. The Commission will consist of 7 regular members appointed by the Mayor, with the consent of the Council~~-, and two non-voting ad hoc representatives, one each from~~ One member will be a representative from the Forest Lake Area Athletic Association (FLAAA) and 1 member will be a representative from and the Forest Lake Area School District (FLASD). The non-voting representatives shall attend meetings of the Commission and participate in the discussion of the matters coming before the Commission and may participate as deemed appropriate in other matters coming before the Commission. With the exception of the FLAAA and FLASD representatives, all members of the Commission will be qualified voters and residents of the city.
2. Regular members will be appointed to a 3-year term, with a limit of 2 consecutive terms. Terms will expire January 31 of the third year of such term. Members appointed to the initial Commission will serve the following initial terms: 2 members will serve for a term of 1 year, 2 members will serve for a term of 2 years, and 3 members will serve for a term of 3 years. Initial terms of less than 3 years will not be counted towards the consecutive term limit. Time served by members existing prior to the initial Commission's formation will not be counted towards the consecutive term limit.
3. Vacancies will be filled by appointment of the Mayor with approval of the Council for the balance of the term. A member of the Commission may be removed with or without cause by a simple majority vote of Council.

E. Meetings.

1. The Commission will hold the following meetings:
 - a. At least 1 regular meeting each month at such time and place as it may ~~fix by Council resolution~~ be posted at City Hall in accordance with the open meeting law; and
 - b. ~~An annual public meeting to receive community comments regarding the Commission's purpose and goals for the upcoming year.~~
2. A simple majority of the Commission constitutes a quorum. Findings will be recorded in the official minutes, which shall be a public record. Members will receive compensation of \$25 per meeting and are entitled to a reasonable reimbursement for travel and other necessary expenses incurred. No obligation incurred by any person on behalf of Commission will be valid unless the expenditure is authorized the Council.
3. At the first regular meeting in February, the Commission will elect a Chairperson and a Vice Chairperson from among its appointed members for a term of 1 year; and the Commission may create and fill such other offices as it may determine. The Chairperson will preside over all meetings, and in the event of their absence, the Vice Chairperson will perform these duties.

F. Commissioner duties.

1. The Commission will review, advise and make recommendations to the Council regarding:
 - a. Matters related to the ~~park system~~ Park System, including but not limited to the expansion of and plans for Park System ~~the~~ development;

- b. Updates to the ~~park system~~Park System in the city's comprehensive plan, ~~park system~~Park System plan, and individual park plans;
 - c. Proposed ~~special~~ public park events and partnered recreation programs;
 - d. Parkland dedication requirements for proposed developments;
 - e. Annual work plan and goals, fee schedule changes, budgets, and capital improvement plans (including, but not limited to, capital replacements, repairs, and additions).
2. The Commission will assist city staff as requested and advise city staff in matters of policy regarding the following tasks:
- a. The attitudes and concerns of the citizens of Forest Lake regarding the ~~park system~~Park System, special public park events and partnered recreation programs;
 - b. Engagement with a variety of internal and external stakeholders in matters beneficial to the ~~park system~~Park System;
 - c. Quality and variety of ~~special~~ public park events and partnered recreation programs;
 - d. Monitor industry trends;
 - e. Methods to engage positive public interest in the ~~park system~~Park System, special public park events and partnered recreation programs;
 - f. Feasible methods of discouraging vandalism and destruction of the ~~park system~~Park System; and
 - g. Hold public meetings on plans, programs, and policies as necessary.

~~—(G) Staff's duties. The work of the Commission is a collaborative effort between the Commission and multiple city departments including Community Development and Public Works. Both departments shall assign a qualified member of their respective departments to carry out the following:~~

~~—(1) Prepare and update all plans regarding the park system, special public events, and partnered recreation programs;~~

~~—(2) Coordinate opportunities for citizen participation and education of the park system, special public events and partnered recreation programs; and~~

~~—(3) Attend Commission meetings as may be required.~~

~~—(4) The Community Development Department shall:~~

~~—(a) Provide orientation and ongoing training to all new Commission members;~~

~~—(b) Keep Commission informed of relevant actions of the Council and other city commissions;~~

~~—(c) Prepare an agenda for each Commission meeting;~~

~~—(d) Prepare minutes from each Commission meeting and submit to the Commission for review and approval at the following meeting;~~

~~—(e) Plan and execute special public events for the city;~~

~~— (f) Coordinate applications for privately organized special public events and partnered recreation programs;~~

~~— (g) Assist with parks system development planning and implementation;~~

~~— (h) Assist with the development and maintenance of the parks system capital improvement plan; and~~

~~— (i) Manage the parks system programming budget.~~

~~— (5) The Public Works Department shall:~~

~~— (a) Oversee the ongoing maintenance of the parks system and keep the Commission informed on maintenance needs;~~

~~— (b) Carry out the construction and development of changes to the parks system;~~

~~— (c) Develop and maintain the park system capital improvement and maintenance plans; and~~

~~— (d) Manage the parks maintenance budget.~~

G. ~~(H)~~ Reports. By January 15 of each year, the Commission shall submit to the Council a report of its work during the preceding year.

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

The City is modifying its Parks and Recreation Commission ordinance by altering membership and removing staff responsibilities.

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

Passed in regular session of the City Council on the 12th day of August, 2024.

CITY OF FOREST LAKE

By: _____

Mara Bain

Its: Mayor

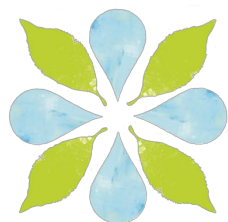
Attested:

By: _____

Jolleen Chaika

Its: City Clerk

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



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: August 26, 2024
Agenda Item: Accepting Donation of Real Property from Bart Palmer Crockett
To: Honorable Mayor Mara Bain and City Councilors
From: Dawn Bugge, Community Development Assistant
 Abbi Wittman, Community Development Director

BACKGROUND:

Bart Palmer Crockett owns three (3) parcels of property in Forest Lake, and wishes to donate them to the City of Forest Lake without compensation.

ISSUE BEFORE COUNCIL:

Should the City Council accept the donation of real property from Bart Palmer Crockett?

PROPOSAL/ANALYSIS:

Mr. Crockett approached the City earlier this year, inquiring if the City had an interest in obtaining three parcels of land (WA County PIDs 24032210031, 24032210005, and 2403121210029). The landowner indicated the parcels, largely encompassed by wetland, were unable to be built upon and were of no value to the landowner. In discussions with the landowner, Comfort Lake Forest Lake Watershed District (CLFLWD), and City staff, it was determined there is a benefit in the public's ownership of these parcels. Though CLFLWD has indicated they are favorable to their acquisition of the parcels, the anticipated timeline of their acquisition did not align with Mr. Crockett's desired donation timeline. It was determined that, in addition to wetland preservation, the remaining portion of the properties could be used for the City's future stormwater management needs in the area.

FISCAL IMPACT:

In exchange for the land donation, the City will pay the second half of the 2024 real estate taxes, associated closing costs, as well as the recording fee for the deed. These taxes in fees, in addition to costs associated with the title work will cost the City approximately \$2,500 total. Payment for these nominal fees will come from the City's Stormwater Utility Fund. There will be no additional fiscal impact to the City unless and until the City determines site changes are needed for wetland preservation and/or stormwater infrastructure.

OPTIONS:

- 1) Approve Resolution No. 08-26-24-01 to Accept the Donation of real property.
- 2) Amend and then Approve Resolution No. 08-26-24-01 to Accept the Donation of real property.

- 3) Do not accept the donations.

RECOMMENDATIONS:

If the Council is favorable to accepting the land for public use, staff recommends the Council ***Move to Approve Resolution No. 08-26-24-01, A Resolution Authorizing the Donation of Real Property from Bart Palmer Crockett, with gratitude.***

ATTACHMENTS:

Resolution No. 08-26-24-01

**CITY OF FOREST LAKE
WASHINGTON COUNTY, MINNESOTA
RESOLUTION NO. 08-26-24-01**

**RESOLUTION AUTHORIZING THE DONATION OF REAL PROPERTY
TO THE CITY BY BART PALMER CROCKETT
PURSUANT TO MINNESOTA STATUTES § 465.03**

WHEREAS, Bart Palmer Crockett (“Crockett”) owns 3 parcels of real property in Forest Lake, Minnesota, identified by the following Washington County Tax Identification Numbers:

- a. 24.032.21.21.0031, with a current tax assessment value of \$90,000;
- b. 24.032.21.21.0005, with a current tax assessment value of \$800; and
- c. 24.032.21.21.0029, with a current tax assessment value of \$24,400,

and legally described hereto on the attached **Exhibit A** (“Real Property”).

WHEREAS, Crockett wishes to donate the Real Property to the City of Forest Lake (“City”) without compensation.

WHEREAS, pursuant to Minnesota Statutes § 465.03, the City has the power and authority to accept a grant or devise of real property pursuant to a two-thirds majority vote of its members:

M.S.A. § 465.03

Gifts to Municipalities

Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.

WHEREAS, the City is willing to accept the donation of the Real Property from Crockett pursuant to the following terms and conditions:

- a. Crockett shall donate the Real Property to the City by way of a Warranty Deed from Crockett to the City.
- b. The City shall pay the closing costs associated with the conveyance.
- c. The City shall pay the recording fee to record the Warranty Deed with Washington County.

- d. The City shall pay the 2nd half real estate taxes for 2024 (estimated to be \$1,402).

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

1. That the City hereby accepts the donation of the Real Property from Bart Palmer Crockett to the City pursuant to Minnesota Statutes § 465.03.
2. That the City Attorney is hereby authorized to draft and execute any closing documents on behalf of the City at the closing.
3. The terms and conditions of the donation are:
 - a. Crockett shall donate the Real Property to the City by way of a Warranty Deed from Crockett to the City.
 - b. The City shall pay the closing costs associated with the conveyance.
 - c. The City shall pay the recording fee to record the Warranty Deed with Washington County.

Passed by at least a two-thirds majority vote of the City Council of Forest Lake this 26th day of August, 2024.

Mara Bain, Mayor

ATTEST:

Jolleen Chaika, City Clerk

EXHIBIT A

The Land is described as follows:

Lot 8 and the North ½ of Lot 7 of Fra-Mar-Co 2nd Addition, Washington County, Minnesota, and that certain part of Government Lot 2, Section 24, Township 32, Range 21, described as follows: Beginning at the Northwest corner of Lot 14 in Fra-Mar-Co, as per plat, Washington County, Minnesota; thence South 28 degrees, 55 minutes East for 146.7 feet; thence North 52 degrees East for 54 feet, more or less, to the Southwest corner of Lot 16, in said Fra-Mar Co; thence North 49 degrees, 48 minutes West for 148.6 feet to the point of beginning, all in Washington County, Minnesota.

Abstract Property

PIDS: 24.032.21.21.0031
24.032.21.21.0005
24.032.21.21.0029



Forest Lake

AS GOOD AS IT SOUNDS

Meeting Date: August 26, 2024
Agenda Item: Airport Commission Appointment
To: City Council
From: Mayor Bain

BACKGROUND: A vacancy opened on the Airport Commission following the revision of City Code, Section 31.57, amending the membership of the Airport Commission. On Thursday, August 22, Joe Gallmeier interviewed with Airport Commission Chair Stehler and Councilmember Husnik. Both Chair Stehler and Councilmember Husnik have recommended Mr. Gallmeier's appointment to the Airport Commission.

ISSUE BEFORE COUNCIL: Should Mr. Gallmeier be appointed to the Airport Commission?

PROPOSAL/ANALYSIS: The Airport Commission currently has one vacancy. Based on information provided by Mr. Gallmeier on his application and during his interview, he is well-qualified to serve on the Airport Commission.

FISCAL IMPACT: None.

OPTIONS:

- 1) Move to approve the appointment of Mr. Gallmeier to the Airport Commission
- 2) Decide to postpone appointment of the fifth Airport Commissioner and continue to solicit for applications.

RECOMMENDATIONS: Approve the appointment of Mr. Gallmeier as Airport Commissioner.

ATTACHMENTS: None.