

## NOTICE OF AGENDA

### ECONOMIC DEVELOPMENT AUTHORITY (EDA) MEETING

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

Forest Lake City Center – Council Chambers  
Forest Lake, Minnesota

**January 13, 2025 – 5:30 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 Minutes from Regular Meeting of November 18, 2024
    - b. Approve Forest Lake Area Chamber of Commerce Cooperative Economic Development Agreement
    - c. Approve Washington County Predevelopment Grant Agreement for the Southwest Forest Lake Infrastructure Phasing Project
- \*EDA may remove any item from the consent agenda for specific consideration.*
7. Regular Agenda (Action Items)
    - a. Interim President and Vice-President Appointments
  8. Discussion
    - a. Airport Business Park Parcels
  9. Updates (Verbal)
    - a. City
    - b. Washington County
    - c. Forest Lake Area Chamber of Commerce
    - d. Other
  10. Adjourn

### **EDA MISSION STATEMENT**

Assist and support the economic climate of the City of Forest Lake through programming and communication to achieve the greatest outcome for its citizens and businesses by:

- Marketing the City and its assets
- Supporting existing businesses
- Supporting new businesses
- Creating partnerships
- Providing a vision for the future of commercial areas



# ECONOMIC DEVELOPMENT AUTHORITY

## Regular Meeting

~ Minutes ~

1408 Lake Street South  
Forest Lake, MN 55025  
[www.ci.forest-lake.mn.us](http://www.ci.forest-lake.mn.us)

Monday, November 18, 2024

5:30 PM

City Center - Council Chamber

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

### 1. Call to Order

### 2. Roll Call

Attendee Name	Title	Status	Arrived
Mara Bain	EDA President	Present	
Sam Husnik	EDA Member	Absent	
Jenny Lorge	EDA Member	Present	
Jeff Larson	EDA Member	Present	
Jill Grindahl	EDA Member	Absent	
Chris Hoyt	EDA Member	Present	
Eric Langness	EDA Member	Present	

### 3. Pledge of Allegiance

### 4. Approve the Agenda

**Motion:** EDA Member Larson made a Motion to Approve the Agenda as submitted.  
Motion seconded by EDA Member Lorge. 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.*

None.

### 6. Consent Agenda Consideration

#### a. Approve EDA Meeting Minutes from Regular Meeting of October 14, 2024

**Motion:** EDA Member Larson made a Motion to Approve the EDA minutes from the Regular Meeting of October 14, 2024, as submitted.

Motion seconded by EDA Member Langness. Motion carried 5-0.

### 7. Regular Agenda (Action Items)

#### a. SW Forest Lake Roadway Alignment and Construction Phasing Study Commencement and Grant Application Submission



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Community Development Director Wittman reviewed the request for the planning study to be completed for the 2024 to 2025 Comprehensive Plan. She explained future development pressure. She said that there is a lack of roadway network in the area, which hinders development. She summarized the grant that she wanted to apply for that would bring the costs of the project down.

Commissioner Langness asked if the yellow dotted line would be included in the study. City Engineer Goodman answered that the study would look at the final approved alignment for the parkway extension, which is delaying the next phase of development.

Community Development Director Wittman explained that the study considered two concept designs, which could be dependent on the wetlands in the area.

City Engineer Goodman said that it would need to meet a 40-mile-per-hour design curve to be a state aid road in the future.

Commissioner Langness clarified that Headwaters Parkway could never connect with Interstate 35. He asked if they would consider potential ponding when considering the roadway alignment. City Engineer Goodman answered that the project would consider stormwater design based on the impervious area.

Commissioner Langness asked if it included infrastructure like sewer and water. He asked if it would make sense for the sewer to cut across 190th to the Fenway Interceptor. City Engineer Goodman answered that there is a deep lift station that was installed to serve the entire area by gravity. He said that it could be sewered farther south, but they would need to install a lift station later near 190th.

Commissioner Langness noted that the southern alignment seemed to create a better in-flow for traffic.

City Engineer Goodman said they would look at both options and have continued discussion.

Community Development Director Wittman said that no traffic study would be a part of the analysis, but they will consider the land use.

President Bain asked if they were anticipating a date later than February 25th. Community Development Director Wittman answered that some of the work had started, but there were funds available to cover this work if the project did not move forward.



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City Center - Council Chamber

President Bain asked if the result of the report would come back to the Economic Development Authority or the City Council. Community Development Director Wittman answered that it would come to the Economic Development Authority and then the City Council for approval.

Commissioner Grindahl asked about the budget. Community Development Director Wittman answered that the Economic Development Authority had a healthy budget. She explained the two actions that would happen during the discussion.

**Motion:** EDA Member Langness made a Motion to Approve the authorization of the commencement of the SW Forest Lake Roadway Alignment and Construction Phasing Study. Motion seconded by EDA Member Larson. Motion carried 5-0.

President Bain asked about the turnaround time for the approval of the application for the funding.

**Chris** said that they would meet on December 18th and hopefully provide approval for the project.

**Motion:** EDA President Bain made a Motion to Approve EDA Resolution 11-18-24-01, the Resolution Authorizing the Submittal of an Application for Funding from the Washington County CDA Predevelopment Finance Fund. Motion seconded by EDA Member Lorge. Motion carried 5-0.

## 8. Discussion

### a. 2024 Chamber of Commerce BR&E Annual Report and 2025 Agreement

Community Development Director Wittman reviewed the 2024 Chamber of Commerce BR&E Annual Report. She noted that they would need to approve and 2025 Agreement at the December meeting. She suggested a few changes that could be made for the upcoming agreement. She said that Chamber President LaNasa was present to discuss the report and agreement.

EDA Member Hoyt asked what the current amount was. Community Development Director Wittman answered that it was \$7500.

EDA Member Langness asked what the historical cost has been for the last five years. Community Development Director Wittman responded that the last two years' budget was \$7500.

Chamber President LaNasa answered that it was previously \$5000. She stated that there was a lapse in the previous director's role.

President Bain stated that there had been an ongoing discussion about increasing Economic Development Authority support of the Chamber through the dollar amount and the level of



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specificity of what is being performed based on what the City needs. She asked if there were any highlights around the program, wins from the last year, and needs for 2025.

Chamber President LaNasa stated that the Chamber would like to be a resource for businesses and residents. She commented that the improvement of their website led to more reach-outs from residents. She said they collaborated with the Washington County Chamber Coalition. She said the Career Launch Summit Collaboration with Forest Lake Schools was a positive experience. She discussed a leave-behind piece they will publish to leave with area businesses.

EDA Member Larson asked if new businesses reached out to the Chamber and explored what the program offers. Chamber President LaNasa answered that it is a collaboration about how they find out about new businesses, but there has been an uptick of businesses looking for information on relocating. She said that there are 33 new members.

EDA Member Grindahl complimented Chamber President LaNasa on their work.

President Bain said that the Economic Development Authority used to do relationship-building with new businesses. She suggested a working suggestion with Chamber staff and the Economic Development Authority to walk through the program for welcoming new businesses to consider if there was an interest in more involvement.

Community Development Director Wittman suggested putting that in next year's work plan.

Chamber President LaNasa stated that it would be helpful to have a numbered system so the Economic Development Authority can learn what they learned from visits.

President Bain said that there would be some new faces on the Economic Development Authority, so it would be helpful to discuss the partnership.

EDA Member Langness said that he was not excited about bump increases but would prefer a staggered value amount of increase over several years. He asked if Chamber President LaNasa would be open to this option. Chamber President LaNasa confirmed this information.

President Bain stated that it was a sizable one-time increase, and they previously tried to make it an annual increase rather than a large jump. She said it would be helpful to recognize the value of what the Chamber delivers for the increase in costs.



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Community Development Director Wittman said that it would be possible to find specific metrics for businesses to explain the increases over a couple of years. She said it would be possible to wait or provide a nominal increase in 2025 after the working session in 2025.

President Bain suggested doing a larger increase in 2025 rather than waiting since the time spent alone was worth \$2500. She commented that it would be beneficial to fund what was working.

EDA Member Grindahl asked a question about project completion. Chamber President LaNasa responded that she could not speak directly about what that might be but said that there would be more staff time in logging visits and metrics to prevent duplication. She commented that it was necessary to track.

President Bain noted that she appreciated the challenge and said that it was difficult to measure metrics of what the assistant to the City Administrator did.

EDA Member Grindahl made a comment.

Chamber President LaNasa stated that they are looking to hire an additional staff member at a part-time level, which impacted the increase.

EDA Member Grindahl made a comment.

President Bain asked if the one-time larger increase would allow for smaller annual increases in the future. Chamber President LaNasa confirmed this information.

EDA Member Langness said that the \$2500 amount was not a breaking point and that he was flexible in the amount. He said he would like to see a staggered increase in the plan.

Community Development Director Wittman said that she heard favor for an increase and commented that she and the Chamber President would discuss options and provide additional information at the next meeting.

### **b. Commercial Improvement Incentive Program Modifications**

Community Development Director Wittman reviewed the Commercial Improvement Incentive Program. She discussed potential concerns with the program, including general marketing and many checkpoints for the applicant. She questioned why this program was not open for all non-residential properties. She asked whether there would be support for amendments to the program, including the change of contact information, streamlining the program, and opening it up to non-residential properties.



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President Bain voiced support for making the process simple. She said that the fund was limited by budget, which was a natural governor for the program.

Community Development Director Wittman commented that she thought about process efficiency and processing it four times a year. She noted that it was beneficial to catch products on the front end.

EDA Member Langness asked about the ineligible properties and why local franchise owners were eligible to apply. Community Development Director Wittman responded that they did not want to support giving funding to larger box stores owned by the company but provide funding for local store owners. She provided an example of the local Culver's.

EDA Member Langness questioned supporting a chain if they were going to improve a blighted property.

President Bain said that Culver's had a local proprietor and a local owner. She said she would like to use funds to support local dollars that would stay in the community.

EDA Member Langness provided an example of how the incentive could provide an opportunity for a larger company to move into a blighted property. He suggested additional stipulations for larger multi-state corporations. He asked about the conflict of interest for an officer of the City or a Member of the Economic Development Authority and how they could not personally benefit. He did not think they should be prohibited from receiving the opportunity.

Community Development Director Wittman said that she was not marketing anything, and it has been difficult to market Economic Development Authority items. She said a lot of property owners did not know the program existed and she did not want to limit it based on area.

EDA Member Hoyt asked about the maximum amount. Community Development Director Wittman answered that the maximum amount was \$5000. There could be a minimum of ten of these granted per year if someone did a \$10,000 project. She said it seemed a little low.

President Bain asked about increasing the amount. She said that the funding rate and application rate was low, so she would like to see increased funding even if it meant fewer projects. She said it was a lot of work for the applicants for \$5,000.





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Community Development Director Wittman asked whether it would be better to raise the number of districts to allow for more opportunities. She suggested opening the districts at ten percent and if there was not an increase, increasing it up to twenty percent.

## 9. Updates (Verbal)

### a. Forest Lake Area Chamber of Commerce

None.

### b. Washington County

None.

### c. City

Community Development Director Wittman requested volunteers for Hometown Holiday.

President Bain said that the next meeting was December 9th at 5:30 p.m.

### d. Other

None.

## 10. Adjourn

**Motion:** EDA Member Langness made a Motion to Adjourn the Regularly Scheduled EDA Meeting at 6:37 p.m.

Motion seconded by EDA Member Lorge. Motion carried 5-0.

# STAFF REPORT



EDA MEETING DATE: January 13<sup>th</sup>, 2025

STAFF ORIGINATOR: **Abbi Wittman, Community Development Director**

AGENDA ITEM: **Forest Lake Area Chamber of Commerce Cooperative Economic Development Agreement**

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## **INTRODUCTION:**

In November the EDA received a year-end report of 2024 Forest Lake Area Chamber of Commerce (Chamber) Business Retention and Expansion (BR&E) activities. At the meeting, the EDA not only expressed their interest in extending the Agreement but committing to increased fees for multiple years.

## **ANALYSIS:**

As the enclosed Agreement states, the Chamber will continue to perform all agreed-upon services. They will do this for a period of three years at a rate of \$10,000 per year. Payments will be made in two installments and the Chamber will provide their year-end report by October 15<sup>th</sup> annually.

## **RECOMMENDATION:**

Staff recommends the EDA approve the Cooperative Economic Development Agreement with the Forest Lake Area Chamber of Commerce by moving to approve the Consent Agenda.

## **ATTACHMENTS:**

Cooperative Economic Development Agreement

## COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between the City of Forest Lake Economic Development Authority, 1408 Lake Street South, Forest Lake, MN 55025 ("EDA") and the Forest Lake Area Chamber of Commerce, 20 Lake Street N #204, Forest Lake, MN 55025 ("Chamber").

### RECITALS

WHEREAS, pursuant to Minnesota Statutes, Chapter 469, the EDA has been granted economic development powers; and

WHEREAS, pursuant to Minnesota Statute § 469.101, subd. 5 and subd. 16, the EDA may contract with an official, industrial, commercial, or trade organization to carry out public relations activities to promote the City of Forest Lake ("City") and its economic development; and

WHEREAS, the EDA recognizes that the Chamber has the ability and resources to promote economic development opportunities within the City and to assemble and furnish information concerning such opportunities to interested persons and entities; and

WHEREAS, the EDA desires to contract with the Chamber to aid the EDA in promoting economic development opportunities.

NOW THEREFORE, In consideration of the payments, covenants and agreements established in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from January 1, 2025 to December 31, 2027.
2. Payment. The EDA shall pay to the Chamber the sum of \$10,000 per year for the services described in Paragraph 3 below which shall be payable in semi-annual installments of \$5,000.00, due on or before April 30, of each year, and October 31, of each year.
3. Services. In consideration of the payments made by the EDA to the Chamber, the Chamber shall perform the following services:
  - a. Establish and maintain a comprehensive list of businesses in the service area;
  - b. Communicate and connect to the appropriate entites, current and potential businesses, and residents requesting various types of information, including but not limited to demographics, location possibilities, relocation information, and business startup

- information;
- c. Support the business retention and expansion efforts (“BR&E Programs”) of the Forest Lake EDA;
  - d. Field calls and questions from the public;
  - e. Advocate for small, local businesses on a county and state level;
  - f. Promote the Forest Lake business community in general, community events, and programs including City of Forest Lake programming through referrals, social media, and Chamber electronic and print communication channels;
  - g. Engage with member and nonmember local businesses each month;
  - h. Perform local business ribbon cuttings;
  - i. Provide opportunities for business networking;
  - j. Partner with the City for a minimum of one City sponsored community event or program annually.
  - k. Stay informed on the needs of local businesses through ongoing conversations and periodic surveying;
  - l. Participate in the City’s downtown area revitalization efforts;
  - m. Attend the EDA meetings and provide verbal updates as requested;
4. Additional Financial Responsibilities. The Chamber shall be responsible for out-of-pocket expenses including postage and telephone expenses incurred by it in providing services as stated in Paragraph 3. For BR&E Programs, the EDA agrees to reimburse the Chamber for these expenses, provided these expenses are reviewed and approved by the EDA prior to the funds being spent. Reimbursable expenses shall not exceed \$1,500 during the calendar year.
  5. Information Sharing. At the Chamber’s request, the EDA may provide such reasonable public information from its records to facilitate the Chamber’s services in Paragraph 3. The sharing of any costs incurred shall be agreed upon in advance of acquiring such information.
  6. Annual Report. By October 15 of each year, the Chamber shall present a written report to the EDA and the City annually, describing the services and outcomes from the year. The Chamber agrees to comply with all requirements of Minnesota Statutes § 16C.05, Subd. 5, to maintain books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect the services rendered for a minimum of 6 years. Such records shall be subject at all reasonable times to inspection by the EDA, the City, and the state auditor.

7. Data Practices Act. The Chamber shall comply with the Minnesota Government Data Practices Act pursuant to Minnesota Statutes § 13.05, Subd. 11.
8. Indemnification. The Chamber does hereby agree that it will at all times, hold harmless the EDA and the City against any and all liability, loss, damages, costs or expenses which the Chamber may hereafter sustain, incur or be required to pay by reason of any person suffering any personal injury, death, property loss or damage arising out of the services to be furnished by the Chamber.
9. No Partnership. Nothing contained in this agreement is intended or should be construed as creating a partnership or joint venture between the parties.
10. Termination.
  - a. For Cause. If the EDA finds that the Chamber has failed to comply with the provisions of this Agreement, the EDA may terminate this Agreement at any time following fourteen (14) days written notice to the Chamber and upon failure of the Chamber to cure the default within a fourteen (14) day period. The EDA may require the Chamber to repay the funds in full or in an amount determined by the EDA to be appropriate.
  - b. No Cause. This Agreement may be canceled by either party upon thirty (30) days written notice to the other party. Notices shall be mailed to the parties at the addresses hereinabove stated.
11. No Other Agreements. It is hereby understood and agreed that the entire agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. Any changes in the provisions of this agreement shall be valid only when reduced to writing as an amendment and signed by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement as dated above.

CITY OF FOREST LAKE ECONOMIC DEVELOPMENT AUTHORITY  
BY:

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Mara Bain

Its: President

FOREST LAKE AREA CHAMBER OF COMMERCE

By:

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Its:

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## STAFF REPORT



EDA MEETING DATE: January 13, 2025

STAFF ORIGINATOR: **Abbi Wittman, Community Development Director**

AGENDA ITEM: **Washington County CDA Predevelopment Finance Fund Grant Agreement**

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### **INTRODUCTION:**

In November, the EDA authorized project commencement on the Southwest Forest Lake Infrastructure Phasing project and approved the submittal of a Predevelopment Finance Fund Grant submittal to Washington County Community Development Agency (CDA). The CDA has awarded the EDA \$22,400, half of the project's total estimated cost.

### **ANALYSIS:**

As noted in the enclosed grant agreement, the EDA will provide a 1:1 match and have to use the grant funds by December, 2026. However, it is anticipated the project will be completed in the spring of this year.

### **RECOMMENDATION:**

Staff recommends the EDA approve the Cooperative Economic Development Agreement with the Forest Lake Area Chamber of Commerce by moving to approve the Consent Agenda.

### **ATTACHMENTS:**

Washington County Community Development Agency Predevelopment Finance Fund Grant Agreement



**WASHINGTON COUNTY COMMUNITY DEVELOPMENT AGENCY**  
**PREDEVELOPMENT FINANCE FUND**  
**GRANT AGREEMENT**

**THIS GRANT AGREEMENT** entered into this 17<sup>th</sup> day of December 2024, by and between the Washington County Community Development Agency, a public body corporate and politic (the “Agency”), and the City of Forest Lake EDA, a political subdivision of the State of Minnesota (the “Grantee”).

**RECITALS**

**WHEREAS**, pursuant to Resolution No. 18-05 the Agency established the Predevelopment Finance Fund Grant Program (the “Program”) to improve the tax base and quality of life in Washington County by assisting municipal predevelopment efforts and promoting the development of commercial and industrial properties; and

**WHEREAS**, the activities to be undertaken under the Program are all activities that the Agency could undertake directly pursuant to *Minnesota Statutes*, §§469.001 to 469.047 and 469.090 to 469.1082; and

**WHEREAS**, this Agreement shall constitute a cooperation agreement between the parties, as contemplated by *Minnesota Statutes* §§ 469.012, subdivision 11 and 469.101, subdivisions 5 and 14; and

**WHEREAS**, the Grantee submitted an application for a Program grant (the “Application”) to help fund the project identified in Attachment A, attached hereto and incorporated herein (the “Project”); and

**WHEREAS**, the Agency has concluded that the Grantee has the necessary expertise, skill and ability to successfully complete the Project and that the Project is in the best interests of the Agency and will positively contribute to meeting the goals of the Program; and

**WHEREAS**, the Grantee is a municipality of Washington County that is supportive of the Agency’s mission and of the development of commercial and industrial properties; and

**WHEREAS**, the Agency agrees to provide grant funds to the Grantee pursuant to the Program and Resolution No. 18-05, subject to the terms, conditions, and clarifications hereof.

**NOW THEREFORE**, in consideration of the mutual covenants and agreement contained herein, the Agency and the Grantee agree as follows:

## ARTICLE 1: TERMS OF GRANT

1.01 Grant Amount: The Agency agrees to provide a grant to the Grantee in the amount of up to **Twenty-Two Thousand and Four Hundred Dollars (\$22,400.00)** (the “Grant”) from the Program upon the terms and conditions and for the purposes set forth in this Agreement. The Grant constitutes a grant of funds and no portion of the Grant is to be repaid by the Grantee to the Agency unless mutually agreed to by all parties as part of this Agreement or an Event of Default (as defined below) occurs.

1.02 Match Requirement: The Grantee shall match the total Grant amount received from the Agency based upon the expenditure of one dollar (\$1.00) of Grantee funds for each one dollar (\$1.00) of Grant funding (“Matching Funds”). Such Matching Funds shall (a) constitute the actual expenditure of Grantee funds on the Project described in Attachment A and not “in kind” contributions; and (b) be in balance at the time of each Grant disbursement pursuant to Section 1.06 hereof (“Balanced Funds”). The source and amount of Matching Funds shall be identified by the Grantee in each Reimbursement Request, as defined in Section 1.06.

1.03 Use of Funds: The Grantee agrees to use the proceeds of the Grant solely for the purposes and activities described in Attachment A. A Project summary that identifies eligible uses of Grant proceeds, as approved by the Agency, is contained in Attachment A (“Eligible Uses”). Grant funds shall not be used for (a) construction costs, (b) costs not included in the Application, (c) residential housing or (d) administration expenses. In the event that Grant proceeds are disbursed in whole or in part to Grantee in connection with the Project and it is later determined that the development resulting from such Project will be funded by an assessment included under Chapter 429 of the Minnesota statutes, then Grantee shall immediately reimburse to the Agency all Grant proceeds received.

1.04 Grant Term: The Project shall be completed in a timely manner and all Grant funds will be expended no later than **December 31, 2026** (the “End Date”).

1.05 Term Extension: The End Date may be extended beyond the original End Date at the sole discretion of the Executive Director of the Agency. The Grantee must submit any extension request in writing at least thirty (30) calendar days prior to the End Date (a) stating the reason for the extension request, (b) providing a proposed new End Date and (c) describing in reasonable detail proposed changes to the Project activities and budget, if any. The End Date may be extended only once and the extension shall not exceed one (1) year beyond the original End Date.

1.06 Disbursement of Grant Funds: The Agency will disburse Grant funds in response to written reimbursement requests (“Reimbursement Requests”) submitted to the Agency by the Grantee upon forms provided by the Agency and accompanied by (a) copies of bills and invoices from third parties for which Grantee seeks reimbursement and (b) proof of expenditure of Matching Funds in the amount of Balanced Funds as of the date of the Reimbursement Request. Subject to verification of the facts contained each Reimbursement Request and a determination of compliance with the terms of this Agreement, the Agency will disburse the requested amount to the Grantee within fourteen (14) days after receipt of each Reimbursement Request.

1.07 Unused Grant Funds: Upon the earlier of (a) the completion of the Project; (b) the End Date; or (c) the termination of this Agreement pursuant to Section 4.02 (the "Grant Termination Date"), any Grant funds not previously disbursed to the Grantee for any reason, shall not be bound by the terms of this Agreement and may be retained by the Agency, at the Agency's sole discretion.

## **ARTICLE 2: ACCOUNTING, AUDIT AND REPORTING REQUIREMENTS**

2.01 Accounting and Records: The Grantee agrees to establish and maintain complete, accurate and detailed accounts and records relating to the receipt and expenditure of all Grant funds received under this Agreement. Such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the Grant Termination Date. Such financial records shall sufficiently evidence the nature and expenditure of all Matching Funds required. Accounting methods shall be in accordance with generally accepted accounting principles.

2.02 Audits: The accounts and records of the Grantee described in Section 2.01 shall be audited in the same manner as all other accounts and records of the Grantee and may, for a period of six (6) years following the Grant Termination Date, be inspected on the Grantee's premises by the Agency or individuals or organizations designated by the Agency, upon reasonable notice thereof to the Grantee. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with Minnesota law.

2.03 Report Requirements: The Grantee shall periodically report to the Agency regarding the status of Project activities and the expenditures of the Grant funds. Reports are **due on each May 31<sup>st</sup> and November 30<sup>th</sup> during the Grant term**, as defined in Section 1.04. A final report is due sixty (60) days following the Grant Termination Date. This reporting requirement and all others required in this Agreement shall survive the termination or expiration of this Agreement.

## **ARTICLE 3: GRANTEE REPRESENTATIONS AND WARRANTIES**

3.01 Authority: Grantee represents and warrants that it is duly organized in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Agreement. Grantee further represents and warrants that executing this Agreement will not violate any provisions of Grantee's organizational documents, the laws of the State of Minnesota or the United States of America, or cause a breach or default of any other agreement to which the Grantee is a party.

3.02 Use of Grant Funds: Grantee represents and warrants that it shall use the proceeds of the Grant solely for Eligible Uses in accordance with Section 1.03 hereof and that it has not made any materially false statements or misstatements of fact to the Agency in connection with this Agreement or its Application.

3.03 Project Site Acknowledgements: The Grantee represents and warrants that it shall acknowledge the assistance provided by the Agency and Washington County in promotional materials, press releases, reports and publications relating to the Project activities that are funded in whole or in part with the Grant funds. The acknowledgement should contain the following language: "Financing for this project was provided by the Washington County CDA

Predevelopment Finance Fund Grant Program and support from Washington County”. Until the Project is completed, the Grantee shall ensure the above acknowledgement language, or alternative language approved by the Executive Director of the Agency, is included on all signs located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project.

3.04 Assignment: Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of the Agency, which said consent may be withheld in the Agency's sole discretion. Any non-approved transfer, assignment or conveyance shall be void.

3.05 Indemnification: Grantee shall defend, hold harmless and indemnify the Agency and its elected and appointed officials, officers, agents and employees from and against all claims, liability, costs expenses, loss or damages of any nature whatsoever, including reasonable attorney's fees, arising out of or in any way connected with its failure to perform its covenants and obligations under this Agreement and any of its operations or activities related thereto. The provisions of this paragraph shall survive the termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Agency of any immunities or limits on liability provided by applicable Minnesota law.

#### **ARTICLE 4: DEFAULT AND REMEDIES**

4.01 Event of Default: Any and all of the following events shall constitute an “Event of Default” under this Agreement:

- (a) If, without the written consent of the Agency, Grantee's interest in the Project or this Agreement is sold, assigned, transferred, or otherwise conveyed, whether voluntary, involuntary or by operation of the law.
- (b) Grantee uses any portion of the Grant proceeds for purposes other than specified herein.
- (c) Grantee fails to comply with any of the terms, conditions, requirements, represents, warranties or provisions contained in its Application, this Agreement or any other Agency document.
- (d) Any of the information, documentation or representations that Grantee supplied to the Agency in its Application, this Agreement or any other Agency document to induce the Agency to make the Grant is determined to be false, untrue, or misleading in any material manner.

4.02 Remedies: Upon the occurrence of an Event of Default, the Agency may immediately, without notice to Grantee, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of an Event of Default, but only if the alleged Event of Default has not been fully cured within said thirty (30) days by Grantee, the Agency may (a) refrain from disbursing any further Grant proceeds; (b) demand that any amount of Grant proceeds already disbursed to Grantee be immediately returned to the Agency, and upon such demand, Grantee shall immediately return such proceeds to the Agency; (c) terminate this Agreement by written notice; and (d) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any

amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

4.03 No Remedy Exclusive: No remedy herein conferred upon or reserved to the Agency is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

4.04 No Additional Waiver Implied by One Waiver: In the event any agreement contained in this Agreement should be breached by the Grantee and thereafter waived by the Agency, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

## **ARTICLE 5: GENERAL PROVISIONS**

5.01 Amendments: This Agreement represents the entire agreement between the Agency and Grantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding. The Agency and the Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of the Agency and the Grantee.

5.02 Equal Opportunity: The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.03 Conflict of Interest: The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.04 Severability: If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

5.05 Time: Time is of the essence in the performance of the terms and conditions of this Agreement.

5.06 Contacts: Reimbursement Requests, written reports and correspondence submitted to the Agency pursuant to this Agreement shall be directed to:

Washington County CDA  
Attn: Economic Development Director  
7645 Currell Boulevard  
Woodbury, MN 55125

Any notice, demand, or other communication under the Agreement to the Grantee shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to Grantee at:

City of Forest Lake EDA  
Attn: Abbi Wittman  
1408 Lake Street South  
Forest Lake, MN 55025

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

5.07 Warranty of Legal Capacity: The individuals signing this Agreement on behalf of the Grantee and on behalf of the Agency represent and warrant on the Grantee's and the Agency's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Agency's behalf, respectively and that this Agreement constitutes the Grantee's and the Agency's valid, binding and enforceable agreements.

5.08 Counterparts: This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one (1) such counterpart executed by each party hereto in proving the existence, validity or content of this Agreement. A signature on a copy of this Agreement transmitted by facsimile or .pdf file shall be deemed to have the same force and effect as an original signature.

5.09 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles.

**IN WITNESS WHEREOF**, the Grantee and the Agency have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Agency.

Agency: Washington County Community Development Agency

By: \_\_\_\_\_

Melissa Taphorn, Executive Director

Dated: \_\_\_\_\_

12/18/2024

Grantee: The City of Forest Lake EDA

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_



**ATTACHMENT A**

**WASHINGTON COUNTY CDA**  
**PREDEVELOPMENT FINANCE FUND GRANT**  
**APPLICATION**



# WASHINGTON COUNTY CDA PREDEVELOPMENT FINANCE FUND GRANT APPLICATION

## General Information

Date: November 8, 2024

Project Name: City of Forest Lake Infrastructure Alignment and Phasing Study

Applicant City/Township: City of Forest Lake Economic Development Authority

Applicant Address: 1408 Lake Street South, Forest Lake, MN 55025

Application/Project Contact: Abbi Wittman, Community Development Director

Contact Email Address: abbi.wittman@ci.forest-lake.mn.us

Contact Phone Number: (651) 209-9752

Authorized Official(s) for Execution of Contracts (name and title): Mara Bain, President

How much grant funding are you requesting? \$22,400

Is the applicant an eligible public entity as defined in the program policy and guidelines? Yes X No   

## I. PREDEVELOPMENT FINANCE FUND PROPOSED PROJECT DESCRIPTION

**1. Describe the city's/township's goals, objectives and need for the Predevelopment Finance Fund grant and anticipated future commercial and industrial opportunities and other proposed components. Please explain the public benefit of the proposed plan, report or study. Attach copy of proposed contract for services or scope of work for any activities to be funded by CDA grant funds.**

The City of Forest Lake's 2040 Comprehensive Plan guides approximately 1,000 acres of (currently undeveloped) lands within the City of Forest Lake for future Highway Business use. Situated at the SW corner of the City, as shown on the enclosed map, these lands are not accessed by developed roadways nor is infrastructure in place to support this development at this time. However, recently (regional) discussions surrounding the potential improvement of Elmcrest Avenue North (a dividing road between Anoka and Washington County, and the Cities of Columbus, Forest Lake, Hugo, and Lino Lakes) has raised concern to the City of Forest Lake that development pressure in the SW corner of the City could occur sooner than the City has originally anticipated.

In an effort to further encourage and guide future development in this area, the City of Forest Lake's Economic Development Authority (EDA) intends to conduct a planning study of roadway alignment and

appropriate infrastructure phasing for this future development area. If conducted, the City of Forest Lake Infrastructure Alignment and Phasing Study will:

- Determine the appropriate alignment of Headwaters Parkway, a major east-west collector roadway between HWY 61 and Elmcrest Avenue, the western boundary of the City and the frontage road to I35. Once complete, this roadway will serve as significant link for commercial areas (such as the future Highway Business area, Headwaters Village and the HWY 61 corridor) to the arterial network.
- Identify appropriate policies for phased construction of roadways potentially allowing development to construct appropriately-sized roadways for the community's current needs while reserving land area for necessary roadway expansion as the community grows.

**2. Has a developer or end user been identified or committed to the proposed site? No.**

**3. Provide a brief history of the site including any previous uses, activities, prior or existing contamination, and other previous attempts at selling, developing or redeveloping the site. (please identify any obstacles that may be preventing the city/township from accomplishing its goals for the site or area)?**

The SW area of the City that is a part of this Study is predominantly agricultural lands held in private ownership. The City's 2040 Comprehensive Plan guides the area for both residential and non-residential development. Previous and existing uses, activities, plausible contamination, attempts at selling, etc. are not inherently relevant to the Study.

**4. Describe any studies or development activities at the proposed site or project area that have already been completed or are currently underway (if applicable).**

In 2005 the City of Forest Lake conducted an Alternative Urban Areawide Review (AUAR) of the area; unfortunately, the AUAR was not updated. Additionally, the City has started research related to wetland delineation in the subject area though no in-field work can occur until spring, 2025.

**5. Proposed Budget. Itemize all funding sources that have been or will be used to complete the proposed project goals and activities.**

Source of Funds	Amount	Committed	Pending
Washington County CDA Funds	\$22,400	<input type="checkbox"/>	X
City or Township Local Matching Funds	\$22,400	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
Total:	\$44,800		

Itemize expenses for the completion of the proposed project goals or proposed activities.

Itemized Use of Funds/Expenses	Costs	Funding Source
Wetland Delineation	\$14,000	City EDA
Study, Per Enclosed Scope of Work from Bolton and Menk	\$8,400	City EDA
Study, Per Enclosed Scope of Work from Bolton and Menk	\$22,400	County CDA
Total:	\$44,800	

## II. DETAILED PROJECT AND ACTIVITY DESCRIPTION

- Please provide location maps, photos, current and projected site plans (if available). (maps should include site or project area location, property boundaries, north arrow, and bar scale, etc.)** See enclosed.
- Describe all of the proposed activities (i.e. studies) that are part of this grant funding request.** See enclosed Scope of Work from Bolton and Menk.
- Is demolition of blighted buildings or other structures part of the proposed project?** No.
- What is the proposed future end use of the project site or area?** Though the area subject to the planning study will be located in a predominantly residential area, it connects commercial development areas.
- Describe the site or project area (including):** *(please attach current property tax statement(s))*  
**Acreage of overall site:** approximately 1,000      **Number of parcels:** numerous

Owner Support Letter Attached

Parcel Identification/Description Number or Address

Yes

No


**Please identify all property owners and include a letter of support from each owner:** N/A

**Is the property currently listed or available for sale?** N/A

**After development or redevelopment is complete, what portion of the project site be publicly and privately owned? Public:** \_\_\_\_\_ **Private:** \_\_\_\_\_

The area subject to this study will be predominantly privately owned. The only lands in the area anticipated to be publicly owned will be those reserved for public infrastructure purposes.

**6. Identify any other partners and their roles such as land owners, realtors, developers, consultants, and regulating/permitting agencies, etc. (if applicable):**

The City will engage with landowners through the planning process. Additionally, as the City conducts wetland delineation of the private properties, the City will work with other regulatory agencies to determine wetland boundaries. The City will additionally consult with adjacent jurisdictions regarding alignment of Headwaters Parkway with Elmcrest Avenue North.

**7. How will the proposed project and/or activities promote or increase future commercial/industrial market values in the city/township/county (please identify your goals for increased commercial and industrial property tax base as a result of the proposed activities and describe how you will measure success)?**

At this time, the City and its EDA does not have goals for increased market values. However, as previously noted, the area is partially guided for non-residential development. Having this planning study conducted will better enable the City to plan for and guide this development.

**8. How will the proposed project and/or activities promote or increase future employment opportunities in the city/township/county (please identify your job and wage goals as a result of the proposed activities and describe how you will measure success)?**

At this time, the City and its EDA does not have goals for increased future employment opportunities. However, as previously noted, the area is partially guided for non-residential development. Having this planning study conducted will better enable the City to plan for and guide this development.

**9. Please provide detailed project timeline with all actions, phases, and anticipated dates for completion (when will the activities/studies be complete)?**

A timeline is included in the enclosed Scope of Work from Bolton and Menk. Due to the seasonal nature, the wetland delineation portion of this project cannot be completed until spring. This will push back the project timeline. The entire project is anticipated to be completed by June, 2025.

**10. Describe why the development or redevelopment study, report or plan is needed and why the property is not likely to develop through the normal private sector process?**

The primary purpose of the study is to understand the future alignment of roadways in this area. Without this planning study, the City is not able to best advise landowners and developers regarding public infrastructure needs. This results in haphazard planning and development.

- 11. Describe the level of commitment by the city/township to the development of the property or area (please identify how the proposed activities meet the city/township priorities, land use planning, economic development goals, etc....)? Why is this important to the city/township? Please attach a resolution requesting grant funding from the Predevelopment Finance Fund adopted by the city/township (sample resolution provided by the CDA).**

This is a large area of the City that will see development in the coming decade. Planning for the infrastructure needs in this area is essential to the City's long-term development. Having this study in place will better guide future growth and development in a responsible, efficient, and effective way.

City of Forest Lake EDA Resolution No. 11-18-24-01 is enclosed.

- 12. Please submit this application and all necessary attachments electronically (.pdf file preferred) to Economic Development Director, Washington County CDA at:  
[ChrisE@washingtoncountycda.org](mailto:ChrisE@washingtoncountycda.org)**



0 4,213 Feet



**BOLTON  
& MENK**

Real People. Real Solutions.

**Disclaimer:**

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



**Forest Lake**  
AS GOOD AS IT SOUNDS

**City of Forest Lake  
Infrastructure Alignment and  
Phasing Study Area**





September 30, 2024

Mrs. Abbi Wittman  
Community Development Director  
City of Forest Lake  
1408 Lake Street South  
Forest Lake, MN 55308

RE: Southwest Study Area – Headwaters Parkway Extension & Related Infrastructure

Dear Mrs. Wittman:

In response to your request, we have prepared a scope and fee for the work to complete the tasks shown below to create a concept layout of, and determine the feasibility of, the extension of Headwaters Parkway, including sanitary sewer and watermain extensions to serve the southwest area enclosed by Headwaters Parkway, Fenway Ave N, and 190<sup>th</sup> Street N as outlined in the attachment for future development. This work will also include policy development for phasing of construction of the roadways.

We propose to complete the following tasks:

- Preparation of two conceptual layouts for discussion that will lead to one final 2-dimensional layout of the preferred Headwaters Parkway alignment extension to Elmcrest Ave N, including sanitary sewer and watermain extensions to serve the developable area within the southwest area described above. Final layout will be an alignment that meets State Aid requirements for a design speed of 40 miles per hour to be consistent with the existing portion of Headwaters Parkway.
- We will engage property owners along the proposed concept alignment to discuss potential impacts to their properties and outline what property acquisition needs are identified, with assistance and coordination from the City to access to the private parcels:
  - Parcel ID: 3003221240003 - TAYLOR RONALD P & JANET J
  - Parcel ID: 3003221230003 - CHRIS JOHN TAYLOR REV LIV TRS
  - Parcel ID: 3003221310001 - CERNEY PATRICIA K
  - Parcel ID: 3003221330001 - WALLS ROBERT W & PATRICK G
  - Parcel ID: 3003221340001 - BRANDT CARL W & GAIL F (May not be necessary)
- Identify easements and right of way needed for the Headwaters Parkway extension to Elmcrest Ave N.
- We will include a wetland investigation/delineation to understand the developable area and use this information to coordinate with the Technical Evaluation Panel on potential alignment that would be supported and permitted in the future to allow for the extension of Headwaters Parkway. Following services will be provided:



- We propose to thoroughly investigate the available background information needed prior to visiting the site. This includes compiling information as follows:
  - Available Aerial Photographs.
  - Washington County LiDAR Maps.
  - National Wetlands Inventory Maps.
  - Washington County Soil Survey Maps.
  - MNDNR Public Waters Maps.
- Historical Imagery Review and Level II Wetland Delineation:
  - As required by Corps guidelines, a review of historical imagery will be conducted prior to completing any fieldwork (Level II Delineation). Data collected as part of the analysis of wetland signatures will determine possible locations of wetlands to focus the field delineation. We propose to thoroughly investigate all available background information needed prior to visiting the site. We will then visit the site to delineate all aquatic resource boundaries within the designated study area. The delineation will include performing transects and sampling in the vicinity of those wetlands, placing 3-foot pin flags at the limits of any wetlands found. Our delineator will use a sub-meter GPS unit to accurately locate and map each point and prepare a written report of our findings.
- Threatened and Endangered Species Review
  - Recommend to include, but this scope and fee is not included in the proposal if cost savings are desired. Cost to complete this work is \$950 but could be completed at a later date. If any threatened and endangered species surveys are required, we can provide an additional scope and fee at that time.
- We will include a preliminary stormwater design to determine feasible treatment alternatives for the proposed final Headwaters Parkway extension alignment, including the following tasks:
  - Review 2-foot contours to identify potential site challenges and identify feasible stormwater management locations.
  - Review the JD4 model to estimate approximate structure sizing for regional drainage crossing locations and identify potential regional drainage concerns.
  - Calculate approximate BMP sizing for preferred alternative Headwaters Parkway alignment.
- Preparation of a preliminary cost estimate for the final layout of Headwaters Parkway including sanitary sewer, and watermain extensions, and storm water drainage features.
- Draft policies for phased construction of roadways. Note: Elmcrest will be exempt from any phasing.
  - Review current city documents for existing policies (related to infrastructure) including the Zoning Ordinance, Comprehensive Plan, Subdivision Ordinance, and Engineering Standards.
  - Research best practices and policies from other communities that have phased approach to infrastructure planning
  - Draft policies and/or best practices for consideration and adoption. The policies will take into consideration the areas beyond (connecting to) the study area. City staff has noted they will manage the adoption process and/or engagement related to adoption.

**Fees**

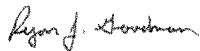
We estimate the cost to complete the above-described work to be \$44,800.00. We propose to bill the City on an hourly basis with a not to exceed limit. This estimate does not include any on-site field investigation work to be performed at this time other than what is required to complete the wetland delineation work.

**Schedule**

- October/November 2024 – Begin wetland delineation work preferably post-harvest considering the size of area and field crop coverage. If snow cover comes within this timeframe work will have to resume in spring 2025.
- October – November 2024 – Property owner engagement and development of concepts. Begin work on policy development.
- November 2024 – January 2025 – Finalize preferred alignment, complete utility layouts, and finalize policies for adoption.
- February 2025 – Complete cost estimates and finalize documents.

Thank you for the opportunity to submit this proposal, if you have any questions, please feel free to contact me.

Sincerely,



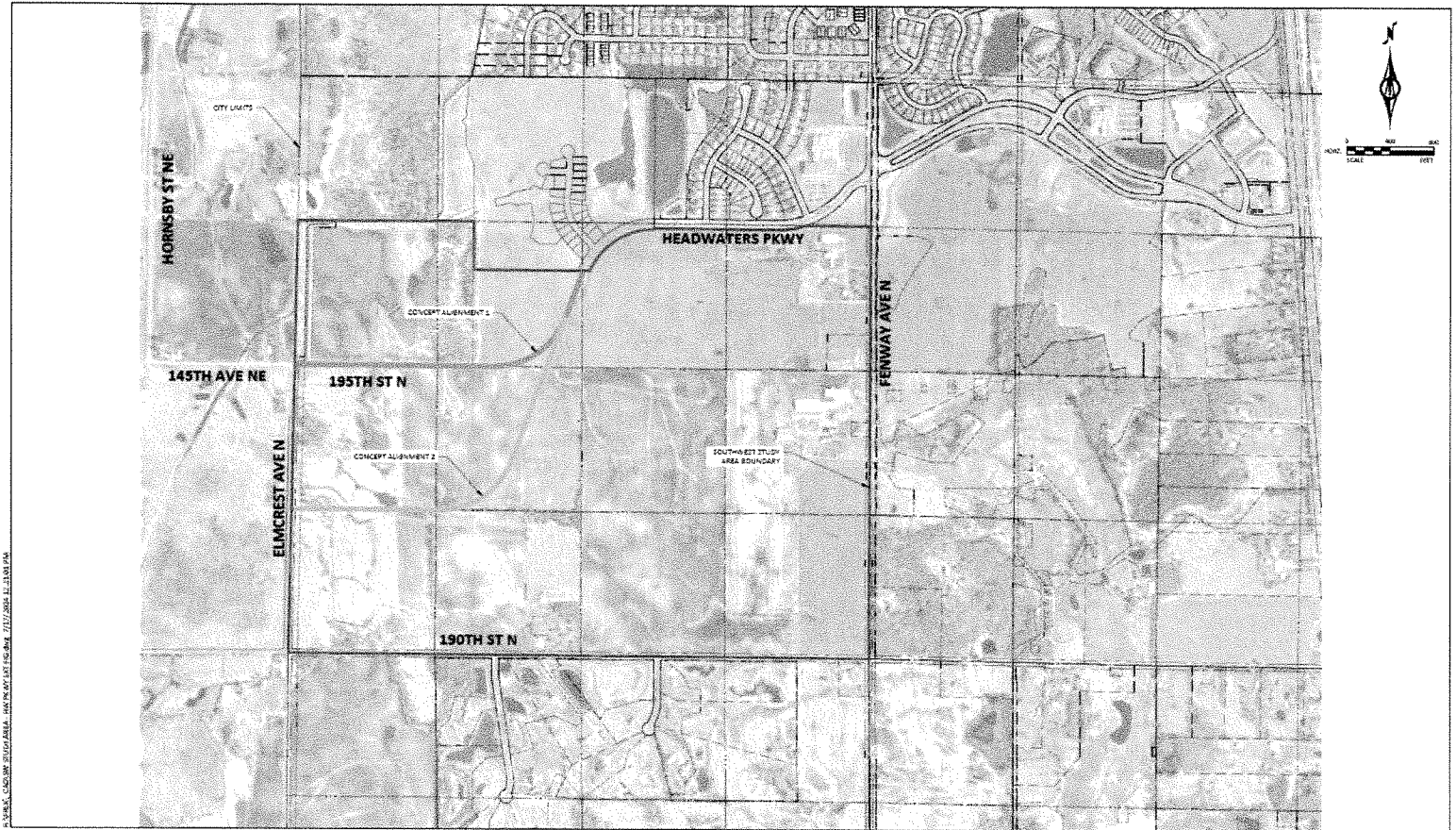
**Ryan J. Goodman**  
City Engineer

Enclosure: Headwaters Parkway Extension Figure and Wetland Delineation Area



Headwaters Parkway Extension  
City of Forest Lake

Southwest Study Area  
July 2024



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**ECONOMIC DEVELOPMENT AUTHORITY  
CITY OF FOREST LAKE  
WASHINGTON COUNTY, MINNESOTA**

**RESOLUTION NO. 11-18-24-01**

**A RESOLUTION APPROVING THE APPLICATION FOR FUNDING THE WASHINGTON COUNTY  
CDA PREDEVELOPMENT FINANCE FUND**

**WHEREAS**, the City of Forest Lake's Economic Development Authority has identified a proposed project within the City that meets the Washington County Community Development Agency (CDA) Predevelopment Finance Fund's purposes and criteria; and

**WHEREAS**, the City of Forest Lake's Economic Development Authority has established that the area in consideration has been zoned and/or guided for future development accordingly and the proposed project is a high priority of the city; and

**WHEREAS**, the City of Forest Lake's Economic Development Authority supports the proposed project scope of work and hereby supports the application to the Predevelopment Finance Fund; and

**WHEREAS**, the City of Forest Lake's Economic Development Authority has the legal authority to apply for financial assistance; and

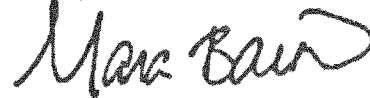
**WHEREAS**, the City of Forest Lake's Economic Development Authority is supportive of enhancing economic development opportunities that will serve to create jobs, enhance the tax base and improve the lives of Washington County residents.

**NOW THEREFORE BE IT RESOLVED** that the City of Forest Lake's Economic Development Authority approves the application for funding from the Washington County CDA Predevelopment Finance Fund.

**BE IT FURTHER RESOLVED** that upon approval of its application by the Washington County CDA, President Mara Bain, the City of Forest Lake's Economic Development Authority's President, is hereby authorized to execute such agreements as are necessary to receive and use the funding for the proposed project.


Adopted this 18<sup>th</sup> day of November, 2024.

**CITY OF FOREST LAKE EDA**



Mara Bain, President

Attest:

  
Jolleen Chaika, City Clerk

## STAFF REPORT

**EDA MEETING DATE:** January 13, 2025

**STAFF ORIGINATOR:** Abbi Wittman, Community Development Director

**AGENDA ITEM:** Interim President and Vice-President Appointment

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### **INTRODUCTION:**

The January 13<sup>th</sup> meeting of the EDA marks President Bain and Vice-President/Treasurer Husnik's last meeting. This is because they are not eligible to continue to serve on the EDA given they will no longer be serving on the City Council. Given staff holds the title to the remaining two EDA positions, Secretary and Vice Treasurer, the EDA will have no body to start the EDA meeting.

### **ANALYSIS:**

The EDA will need to appoint an *Interim* President and Vice-President for the sole purpose of starting the next EDA meeting. It is customary for the EDA to appoint all positions at their February meeting. Thus, the *Interim* President and Vice-President are anticipated to serve in this limited capacity.

### **RECOMMENDATION:**

The EDA should discuss this matter. Once an *Interim* President and Vice-President have been identified, the EDA should **motion to approve \_\_\_\_\_ as Interim President and \_\_\_\_\_ as Interim Vice-President.**

### **ATTACHMENTS:**

N/A

# STAFF REPORT

**EDA MEETING DATE:** January 13, 2025

**STAFF ORIGINATOR:** Abbi Jo Wittman, Community Development Director

**AGENDA ITEM:** Airport Business Park Parcels

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## INTRODUCTION:

As the EDA is aware, the City has owned the Airport Business Park for nearly two decades and actively marketed the remaining two City-owned parcels for some time. The EDA's website indicates the two remaining sites may be combined. However, in discussions with two different prospective purchasers in the last few years, it has become apparent onsite conditions will only allow limited connectivity between the two parcels. In essence, the two parcels will not likely develop into a single development site.

At the EDA's meeting in November, staff advised the EDA that Envision Glass opted to not execute Agreements for the purchase of the City's two remaining Airport Business Park parcels. Prior to re-engaging with the prospective purchaser City staff worked with between 2022 and early 2024, staff is requesting the EDA discuss opportunities and constraints associated with the Airport Business Park to determine if the EDA would like to take a different approach with the southern parcel.

## ANALYSIS:

The Airport Business Park originally contained 73 acres and, in an early concept plan, contemplated nearly a dozen independent, industrial development sites. Since the City's acquisition:

- One parcel has been used for private development with an adjacent parcel used to offset stormwater requirements;
- Two parcels associated with and adjacent to the hockey center have been earmarked for recreational uses; and
- Two parcels have been sold to a private, third party for the purposes of future development. However, those two parcels have since been gifted to the Forest Lake Area School District.

Given this information, these two parcels are the only remaining Airport Business Park opportunities for tax base growth. That said,

iven the two remaining City-owned parcels will mostly-likely act independently of one another in the future, land uses across 206<sup>th</sup> Street North will now be associated with the school and community recreational needs, and the EDA has discussed interest in marketing the site for

something that helps support the Fenway Athletic Complex, the City should rethink its marketing and branding strategy for the southern parcel. Simply put – light industrial uses may not be compatible with the development patterns, infrastructure network, etc.

Staff recommends the City re-engage with the prospective purchaser from 2023 regarding their interest in entering into an Option or Purchase Agreement. However, staff believes that discussions should surround around the future sale of only the northern lot at this time. This would give the City the ability to understand the ongoing prospective development in the area, work with adjacent landowners on determining compatible uses and development plans, identify appropriately complimentary land uses for remaining parcels, and then bring the matter back before the EDA for further discussion, marketing strategy development, etc.

**RECOMMENDATION:**

Staff recommends the EDA discuss this matter and provide direction to staff.

**ATTACHMENTS:**

City of Forest Lake Airport Business Park Parcel Map



**Legend**

-  City Limits
-  Parcels (1/1/2021)
-  Lot Lines
-  Parks
- ForestLake19.sid
  -  Red: Band\_1
  -  Green: Band\_2
  -  Blue: Band\_3


**Airport Business  
Park Listing**
**Disclaimer:**

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

0 263 Feet