



AGENDA
CITY COUNCIL MEETING
October 13, 2025 6:00 PM

Forest Lake City Center: Council Chambers
Forest Lake, Minnesota

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve the Agenda (Action)
5. Awards and Presentations
 - a. None
6. 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.
7. Consent Agenda Considerations (Action Items)*
 - a. City Invoices:
 - i. General Invoices
 - ii. Airport Invoices
 - b. City Council Workshop Minutes: September 15, 2025
 - c. City Council Meeting Minutes: September 22, 2025
 - d. Hiring Recommendation: Building Official
 - e. Hiring/Promotional Recommendation: Patrol Sergeant
 - f. Hiring Recommendation: Police Officer
 - g. Hiring Recommendation: Public Works Maintenance/Equipment Operator I
 - h. Hiring Recommendation: City Planner
 - i. Declaring Surplus Property – AEDs
 - j. Declaring Surplus Property – FD Vehicles
 - k. Water Treatment Plant No. 4 – Contractor’s Request for Payment No. 27 and FINAL
 - l. Veteran’s Memorial Lakeside Park – Contractor’s Request for Payment No. 1
 - m. North Shore Trail and 2025 Street Pavement Maintenance Project – Contractor’s Request for Payment No. 4

- n. Strategic Planning Retreat:
 - i. Set Date/Time
 - ii. Contract for Location Rental
 - iii. Contract for Facilitator
- o. Cost-Share Agreement – Rice Creek Watershed District – Clear Lake Shoreline Enhancements
- p. Local Affordable Housing Agreement with Washington County CDA
- q. T-Mobile Tower Lease Extension Agreement
- r. Gambling Permit Applications
- s. Resolution 10-13-25-03 Approving Massage Licenses

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

8. Regular Agenda (Action Items)

- a. Forest Lake Garage Condos – PUD Preliminary Plan & Preliminary Plat – Abbi Wittman
 - i. Resolution 10-13-25-04
- b. Chestnut Creek 2nd Ad. – PUD Preliminary Plan Amendment & Preliminary Plat – Abbi Wittman
 - i. Resolution 10-13-25-05
- c. Scope and Fee Proposal - Judicial Ditch 4 Project – Tim Olson (Bolton & Menk)
- d. Paid-on-call retirement benefit level increase request – Chief Newman
- e. Approval of Lakes Floral Invoices

9. Discussion

- a. Cannabis Business Regulation and Zoning Review – Jolleen Chaika/Abbi Wittman

10. Staff Updates

11. Mayor and City Council Updates

- 12. Closed Session pursuant to Minn. Stat. 13D.03, to discuss a strategy for labor developments related to possible adjustment to death benefits for FLPD officers who die while employed by the City in conjunction with the public policy of Chapter 179A, regarding the promotion of a constructive relationship between LELS #111 and #326 and the City.

13. Adjourn

10/08/2025

INVOICE GL DISTRIBUTION REPORT FOR FOREST LAKE
 EXP CHECK RUN DATES 10/01/2025 - 10/13/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|------------------------------|----------------------------------|-----------------------------|-------------------------------|----------|---------|
| Check 2430 | | | | | |
| 250-43-9810-53810 | 405528-301847 AIRPORT - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 187.34 | 2430 |
| | | Total For Check 2430 | | 187.34 | |
| Check 2438 | | | | | |
| 250-43-9810-53810 | ELECTRIC UTILITIES | XCEL ENERGY | 51-5193679-1 ~ AIRPORT | 25.73 | 2438 |
| | | Total For Check 2438 | | 25.73 | |
| Check 2441 | | | | | |
| 250-43-9810-53210-047457-023 | August 2025 AllStream Invoice | BANK OF MONTREAL - BMO | August 2025 AllStream Invoice | 239.61 | 2441 |
| 250-43-9810-53210-047457-023 | July 2025 AllStream Invoice | BANK OF MONTREAL - BMO | July 2025 AllStream Invoice | 239.30 | 2441 |
| | | Total For Check 2441 | | 478.91 | |
| Check 2445 | | | | | |
| 250-43-9810-52120 | MOTOR FUEL | ASCENT AVIATION GROUP INC | 2000.000 GAL AV GAS | 8,123.78 | 2445 |
| | | Total For Check 2445 | | 8,123.78 | |
| Check 2446 | | | | | |
| 250-43-9810-53810 | 405528-301847 AIRPORT - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 181.35 | 2446 |
| | | Total For Check 2446 | | 181.35 | |
| Check 2449 | | | | | |
| 250-43-9810-53210-047457-023 | TELEPHONE | MIDCONTINENT COMMUNICATIONS | AIRPORT PHONE SEPTEMBER 2025 | 175.39 | 2449 |
| | | Total For Check 2449 | | 175.39 | |

Fund Totals:

Fund 250 AIRPORT FUND

9,172.50

9,172.50

10/08/2025

INVOICE GL DISTRIBUTION REPORT FOR FOREST LAKE
 EXP CHECK RUN DATES 10/01/2025 - 10/13/2025
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|--|-------------------------------|-------------------------------------|--|-----------|---------|
| Check 118176 631-00-0000-20800 | OVERPAYMENT | ALEX & SUSAN KETO | UB refund for account: 7100913 | 53.87 | 118176 |
| | | Total For Check 118176 | | 53.87 | |
| Check 118177 631-00-0000-20800 | OVERPAYMENT | AMANDA NOVOTNY | UB refund for account: 7116874 | 120.47 | 118177 |
| | | Total For Check 118177 | | 120.47 | |
| Check 118178 101-42-2100-54040 | REPAIR & MAINT EQUIPMENT | AMERICAN IMPORTS | SQUAD 2416 - CHANGE OIL & TIRE ROTATION | 52.03 | 118178 |
| 101-42-2100-54040 | REPAIR & MAINT EQUIPMENT | AMERICAN IMPORTS | SQUAD 2208 - CHANGE OIL & TIRE ROTATION | 52.03 | 118178 |
| | | Total For Check 118178 | | 104.06 | |
| Check 118179 101-41-1320-54520 | ADMINISTRATN/PUBLISHING & ADS | AMERICAN LEGAL PUBLISHING CORPORATI | INTERNET RENEWAL PERIOD 10/25/2025-10/25/2026 | 550.00 | 118179 |
| | | Total For Check 118179 | | 550.00 | |
| Check 118180 632-49-9450-52100 | OPERATING SUPPLIES | BATTERIES PLUS BULBS | APCBVN650M1 BACK-UPS 650VA 120V | 85.95 | 118180 |
| 632-49-9450-52100 | OPERATING SUPPLIES | BATTERIES PLUS BULBS | APCBVN650M1 BACK-UPS 650VA 120V | 429.75 | 118180 |
| | | Total For Check 118180 | | 515.70 | |
| Check 118181 631-00-0000-20800 | OVERPAYMENT | BRIAN & MICHELLE SCHWARTZ | UB refund for account: 7113016 | 44.89 | 118181 |
| | | Total For Check 118181 | | 44.89 | |
| Check 118182 101-42-2200-52190 | FOOD - FIRE DEPT | BRUCE'S FOODS INC | 24 PK OF WATER QUANTITY - 8 & GATORADE | 50.16 | 118182 |
| | | Total For Check 118182 | | 50.16 | |
| Check 118183 101-42-2200-53060 | MEDICAL | CAMPION BARROW & ASSOCIATES | MINNESOTA PUBLIC SAFETY - FIRE SERVICES TESTING - MULTIPLE FIREFIGHTER'S | 1,860.00 | 118183 |
| | | Total For Check 118183 | | 1,860.00 | |
| Check 118184 631-49-9420-52160 | CHEMICALS & TESTING | CARGILL INC | KD CRSE SO BULK NSF 60 - 49,480.00 LB | 6,748.08 | 118184 |
| 631-49-9420-52160 | CHEMICALS & TESTING | CARGILL INC | KD CRSE SO BULK NSF 60 - 48,520.00 LB | 6,617.16 | 118184 |
| | | Total For Check 118184 | | 13,365.24 | |
| Check 118185 101-43-3100-52100 | OPERATING SUPPLIES | CINTAS CORPORATION | REFILLS FOR FIRST AID KITS | 24.89 | 118185 |
| 101-43-3180-52130 | UNIFORMS & CLOTHING | CINTAS CORPORATION | UNIFORM & CLOTHING - M.WELSH | 86.45 | 118185 |
| 101-43-3180-52130 | UNIFORMS & CLOTHING | CINTAS CORPORATION | UNIFORM & CLOTHING - M.WELSH | 86.45 | 118185 |
| | | Total For Check 118185 | | 197.79 | |
| Check 118186 211-43-3135-53070-131361-001 | PROFESSIONAL SERVICES | ECM PUBLISHERS INC | EUREKA AVE IMPROVEMENTS BIDS | 240.00 | 118186 |
| | | Total For Check 118186 | | 240.00 | |
| Check 118187 215-46-1920-53070 | PROFESSIONAL SERVICES | EHLERS | TIF REPORTING - 2024 REPORTS | 395.00 | 118187 |

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|-----------------------------------|---|--|---|-----------------------------|--------|
| 215-46-1920-53070 | PROFESSIONAL SERVICES | EHLERS Total For Check 118187 | TIF STATUS UPDATE 2025 | <u>442.50</u> 837.50 | 118187 |
| Check 118188 101-45-5200-52100 | OPERATING SUPPLIES | EJ HOULE INC Total For Check 118188 | JRK CONTRACTOR MIX 50# | <u>95.95</u> 95.95 | 118188 |
| Check 118189 101-46-6625-53350 | CONTRACT SERVICES | ELECTRO WATCHMAN INC Total For Check 118189 | FIRE ALARM SYSTEM MONITORING SENIOR CENTER 10/01/25 - 12/31/25 | <u>148.35</u> 148.35 | 118189 |
| Check 118190 631-49-9420-52100 | OPERATING SUPPLIES | FERGUSON WATERWORKS #2518 Total For Check 118190 | 8X15 CVR WATER LID | <u>788.70</u> 788.70 | 118190 |
| Check 118191 101-42-2400-53070 | 6219-6249 205TH ST N-FIRE SPRINK REVIEW | FIRE LOSS MANAGEMENT LLC Total For Check 118191 | FIRE SPRINKLER REVIEW - 6219-6249 205TH STREET NORTH | <u>150.00</u> 150.00 | 118191 |
| Check 118192 101-41-1940-52400 | TOOLS & SMALL EQUIP | FOREST LAKE ACE HARDWARE | TUBE BRUSH 1/2" X 8-1/2" & SOFT JAW PLIERS 3PC & BASKET STRAINR WRNCH BLK | 53.97 | 118192 |
| 632-49-9450-52100 | OPERATING SUPPLIES | FOREST LAKE ACE HARDWARE | FASTENERS & RING WELDED 1"#7 NICKEL & SPRNG SNP ZNC 0.32" 130# & CLAMP 2-1/2" TO 4-1/2"SS | 22.32 | 118192 |
| 632-49-9450-52100 | OPERATING SUPPLIES | FOREST LAKE ACE HARDWARE | KEY PLAIN SINGLE CUT KEY | 15.96 | 118192 |
| 632-49-9450-52100 | OPERATING SUPPLIES | FOREST LAKE ACE HARDWARE | HASP FXD STPL 4-1/2" ZN | 6.99 | 118192 |
| 632-49-9450-52100 | OPERATING SUPPLIES | FOREST LAKE ACE HARDWARE | MLW BIT HOLDER 6" | <u>9.99</u> 109.23 | 118192 |
| Check 118193 101-00-0000-20710 | DUE TO OTHER GOVERNMENTS | FOREST LAKE CABLE COMMISSION Total For Check 118193 | FRANCHISE FEE | <u>7,660.42</u> 7,660.42 | 118193 |
| Check 118194 101-42-2200-54040 | REPAIR & MAINT EQUIPMENT | FOREST LAKE FORD | SERVICES ON FORD F350 PICKUP - BASIC MAINTENANCE SERVICE & MULTI-POINT VEHICLE SAFETY INSPECTION | 79.99 | 118194 |
| 101-42-2200-54040 | REPAIR & MAINT EQUIPMENT | FOREST LAKE FORD Total For Check 118194 | SERVICES ON FORD F350 PICKUP - A PERFORM ENGINE OIL AND FILTER CHANGE ON A DIESEL VEHICLE, MULTI-POIN | <u>178.63</u> 258.62 | 118194 |
| Check 118195 101-42-2100-54370 | MISCELLANEOUS | FOREST LAKE PRINTING | FLPD RETIREMENT PLAQUE,8X10 WALNUT, GOLD ALUMINUM - J. AYERS | 79.25 | 118195 |
| 101-42-2200-52100 | OPERATING SUPPLIES | FOREST LAKE PRINTING Total For Check 118195 | ENGRAVED LOCKER TAGS, BLACK PLASTIC WITH WHITE TEXT, 12" X 2" - MULTIPLE FIREFIGHTER'S | <u>292.40</u> 371.65 | 118195 |
| Check 118196 101-41-1400-53070 | PROFESSIONAL SERVICES | GALLAGHER BENEFIT SERVICES INC Total For Check 118196 | SEPTEMBER 2025 CONSULTING SERVICES | <u>1,200.00</u> 1,200.00 | 118196 |
| Check 118197 101-42-2100-52130 | UNIFORMS & CLOTHING | GUARDIAN SUPPLY LLC | UNIFORM/GEAR - CSO - J. CISNEROS | 421.95 | 118197 |
| 101-42-2100-52130 | UNIFORMS & CLOTHING | GUARDIAN SUPPLY LLC Total For Check 118197 | UNIFORM/GEAR - CSO - N. MEDLEY | <u>421.95</u> 843.90 | 118197 |
| Check 118198 631-49-9420-52160 | CHEMICALS & TESTING | HACH COMPANY Total For Check 118198 | ASSY., PACK, CHEMKEY, 25 PIECE, FREE CHLORINE | <u>58.10</u> 58.10 | 118198 |
| Check 118199 101-41-1940-54010 | REPAIR & MAINT-BUILDINGS | HAVTEK STRUCTURAL CONSULTING LTD Total For Check 118199 | PROFESSIONAL SERVICES FOR GARLAND HTK-59278 FOREST LAKE FIRE HOSE TOWER PRECAST - SITE VISIT | <u>5,745.00</u> 5,745.00 | 118199 |

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|------------------------------|--------------------------|-----------------------------|---|------------------|--------|
| Check 118200 | | | | | |
| 631-49-9420-52160 | CHEMICALS & TESTING | HAWKINS INC | 150 LB CHLORINE CYLINDER BARCODE 141368 & 110931 & 123669 | 30.00 | 118200 |
| 631-49-9420-52160 | CHEMICALS & TESTING | HAWKINS INC | HYDROFLUOSILICIC ACID & LPC-4 & SODIUM HYDROXIDE 50% DIAPHRAGM & CHLORINE - EPA REG. NO 7870-2 | <u>10,539.89</u> | 118200 |
| | | Total For Check 118200 | | 10,569.89 | |
| Check 118201 | | | | | |
| 101-41-1940-54010 | REPAIR & MAINT-BUILDINGS | HORWITZ LLC | WATER DRIPPING ONTO CEILING COMING FROM SHOWER DRAINS ON THE UPPER FLOOR | <u>396.00</u> | 118201 |
| | | Total For Check 118201 | | 396.00 | |
| Check 118202 | | | | | |
| 631-00-0000-15000-WTP3SR-001 | CONSTRUCTION IN PROGRESS | INSTRUMENTAL RESEARCH INC | TOTAL COLIFORM BACTERIA SOFTENER SAMPLES 3/20/25 | 180.00 | 118202 |
| 631-49-9420-52160 | CHEMICALS & TESTING | INSTRUMENTAL RESEARCH INC | TOTAL COLIFORM BACTERIA SOFTENER SAMPLES 9/10/25 & 9/15/25 | <u>120.00</u> | 118202 |
| | | Total For Check 118202 | | 300.00 | |
| Check 118203 | | | | | |
| 101-42-2200-54040 | REPAIR & MAINT EQUIPMENT | JEFFERSON FIRE & SAFETY INC | FLIR K2 LI-ON REPLACEMENT BATTERY | <u>1,228.50</u> | 118203 |
| | | Total For Check 118203 | | 1,228.50 | |
| Check 118204 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | JPS HOMES, LLC | UB refund for account: 7118147 | <u>124.42</u> | 118204 |
| | | Total For Check 118204 | | 124.42 | |
| Check 118205 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | KATHRYN RICKER | UB refund for account: 7112309 | <u>26.32</u> | 118205 |
| | | Total For Check 118205 | | 26.32 | |
| Check 118206 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | LAVILLE KNUDSON | UB refund for account: 7110656 | <u>130.61</u> | 118206 |
| | | Total For Check 118206 | | 130.61 | |
| Check 118207 | | | | | |
| 101-45-5200-54250 | RENTALS | LRS PORTABLES LLC | MULTIPLE RENTALS FOR PARKS & CASTLEWOOD GOLF | <u>1,075.00</u> | 118207 |
| | | Total For Check 118207 | | 1,075.00 | |
| Check 118208 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | LYNNARD & JANET LARSIN | UB refund for account: 7116588 | <u>110.28</u> | 118208 |
| | | Total For Check 118208 | | 110.28 | |
| Check 118209 | | | | | |
| 101-43-3100-54040 | REPAIR & MAINT EQUIPMENT | MACQUEEN EQUIPMENT LLC | HOSE-SUCTION NOZZLE & WLDT - SUCTION TUBE & GASK-SUCT HOSE M043218 & CONN, PI STRGHT M043218 | <u>3,103.50</u> | 118209 |
| | | Total For Check 118209 | | 3,103.50 | |
| Check 118210 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | MARK & JERA HENRY | UB refund for account: 7117072 | <u>200.00</u> | 118210 |
| | | Total For Check 118210 | | 200.00 | |
| Check 118211 | | | | | |
| 101-43-3100-52100 | OPERATING SUPPLIES | MENARDS | 1-5/8 11 EXT DECK STAR DRIVE | 32.97 | 118211 |
| 101-43-3100-52100 | OPERATING SUPPLIES | MENARDS | 2PC OFFSET SCREWDRIVER & WEDGE ANCHORS-3/8X5 | 33.89 | 118211 |
| 101-45-5200-52100 | OPERATING SUPPLIES | MENARDS | 4X4-10' #1 AC2 CEDARTONE & 2X4-10' AC2 CEDARTONE & 2-1/2"EXT DECK STAR DRIVE & 3" EXT DECK STAR DRIVE | 193.24 | 118211 |
| 101-45-5200-52100 | OPERATING SUPPLIES | MENARDS | 2" POWER DRIVE BIT TSO & 3" EXT DECK STAR DRIVE & 1/4"2-1/4" WEDGE ANCHOR & 4X4 POST ANCHOR | 448.76 | 118211 |
| 211-43-3100-54070 | HWYS,STREET/CONCRETE | MENARDS | CONCRETE MIX | 286.72 | 118211 |
| 631-49-9420-52100 | OPERATING SUPPLIES | MENARDS | 40PINT E-STAR DEHUM & 24CT ULT BWLS 20 OZ | 392.74 | 118211 |
| 632-49-9450-52100 | OPERATING SUPPLIES | MENARDS | 1/4X2-1/4 TAPCON SD 25PK & SDS+DRILLBIT 3/16"X6" & 1/4-20 NYL LOCK NUT 6PC & 1/4-20 X 1 PH FL MS SS | 29.25 | 118211 |
| 632-49-9450-52100 | OPERATING SUPPLIES | MENARDS | 5-1/4" REFLECTIVE# 6 | <u>1.49</u> | 118211 |
| | | Total For Check 118211 | | 1,419.06 | |
| Check 118212 | | | | | |

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|-------------------|---------------------------|---|---|-----------------------------|--------|
| 101-42-2200-52420 | TURN-OUT GEAR | MES SERVICE COMPANY LLC Total For Check 118212 | CUSTOM TECGEN 51-DELUXE PANT & CUSTOM TECGEN 51-DELUXE-COAT | <u>1,167.19</u> 1,167.19 | 118212 |
| Check 118213 | | | | | |
| 101-41-1400-54040 | REPAIR & MAINT EQUIPMENT | METRO SALES INC | RICOH/IM C3000 C4500 C6000 COLOR COPIES | 973.81 | 118213 |
| 101-42-2100-54050 | REPAIR & MAINT CONTRACTS | METRO SALES INC Total For Check 118213 | RICOH/IM C3000 C4500 C6000 COLOR COPIES | <u>389.30</u> 1,363.11 | 118213 |
| Check 118214 | | | | | |
| 101-41-1500-53090 | COMPUTER SUPPORT | METRO-INET | TICKET 202771 - MICROSOFT OFFICE 365 LICENSE - C. DEL GROSSO | 352.00 | 118214 |
| 101-42-2100-54330 | DUES & SUBSCRIPTIONS | METRO-INET Total For Check 118214 | TICKET 202925 - FLPD.COM DOMAIN RENEWAL | <u>17.99</u> 369.99 | 118214 |
| Check 118215 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | MICHAEL T KIPKA Total For Check 118215 | UB refund for account: 7101030 | <u>156.87</u> 156.87 | 118215 |
| Check 118216 | | | | | |
| 631-49-9420-52160 | CHEMICALS & TESTING | MINNESOTA VALLEY TESTING LABS Total For Check 118216 | COLIFORM, MF - WATER | <u>157.50</u> 157.50 | 118216 |
| Check 118217 | | | | | |
| 101-42-2200-52210 | REPAIR & MAINT SUPPLIES | NAPA AUTO PARTS | QUALITY MINIATURE BULB | 2.18 | 118217 |
| 101-42-2200-52210 | REPAIR & MAINT SUPPLIES | NAPA AUTO PARTS Total For Check 118217 | NAF 2.5 DEF | <u>90.84</u> 93.02 | 118217 |
| Check 118218 | | | | | |
| 211-43-3100-54150 | SIGNS & PAVEMENT MARKINGS | NORTH LIGHT COLOR Total For Check 118218 | PRINT-ACM-MOUNT-W3MM-1S-1MLAM-CUT & MATTE LAMINATED ADHESIVE VINYL MOUNTED TO ACM 1-SIDED AND CUT | <u>300.74</u> 300.74 | 118218 |
| Check 118219 | | | | | |
| 632-49-9450-52100 | OPERATING SUPPLIES | O'REILLY AUTO PARTS Total For Check 118219 | 1QT MOTOR OIL | <u>28.47</u> 28.47 | 118219 |
| Check 118220 | | | | | |
| 101-42-2100-53090 | COMPUTER SUPPORT | OFFICE OF MN IT SERVICES Total For Check 118220 | VOICE SERVICES MONTHLY INVOICE AUGUST 2025 | <u>10.50</u> 10.50 | 118220 |
| Check 118221 | | | | | |
| 631-49-9420-54020 | REPAIR & MAINT - SUBS | OLSON'S SEWER SERVICE INC Total For Check 118221 | WORK PERFORMED ON 09/02/25 AT 20679 FENSTON AVE N - ASSISTED PW IN THE EMERGENCY REPAIR OF LEAKING WA | <u>8,835.28</u> 8,835.28 | 118221 |
| Check 118222 | | | | | |
| 101-42-2200-53060 | MEDICAL | PERFORMANCE PLUS LLC | MEDICAL EXAM & DRUG SCREEN & MASK FIT & QUANTIFERON & MAXIMAL STRESS TESTS - A. BENOIT & M. SCHWARTZ | 1,540.00 | 118222 |
| 101-42-2200-53060 | MEDICAL | PERFORMANCE PLUS LLC | MEDICAL EXAM & PHYSICIAN DIRECTED EXAM & DRUG SCREEN & MASK FIT & MAXIMAL STRESS TESTS - M. MIOSEK | 814.00 | 118222 |
| 101-42-2200-53060 | MEDICAL | PERFORMANCE PLUS LLC Total For Check 118222 | PREPLACEMENT MEDICAL EXAM & PYHSICIAN DIRECTED EXAM & DRUG SCREEN & MASK FIT - E. DEVINE | <u>835.00</u> 3,189.00 | 118222 |
| Check 118223 | | | | | |
| 101-41-1940-53350 | CONTRACT SERVICES | PLUNKETT'S VARMENT GUARD Total For Check 118223 | GENERAL PEST CONTROL PROGRAM | <u>289.00</u> 289.00 | 118223 |
| Check 118224 | | | | | |
| 101-49-9200-36210 | INTEREST EARNINGS | PMA ASSET MANAGEMENT LLC Total For Check 118224 | ACCOUNT MANAGEMENT FEE 08/01/25 - 08/31/25 | <u>1,966.67</u> 1,966.67 | 118224 |
| Check 118225 | | | | | |
| 205-43-3150-54370 | MISCELLANEOUS | PRECISE MRM LLC | 5MB FLAT DATA PLAN US WITH NAF C-US-5MB | 20.00 | 118225 |

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|------------------------|-----------------------|------------------------------------|---|-----------------|--------|
| Total For Check 118225 | | | | <u>20.00</u> | |
| Check 118226 | | | | | |
| 631-49-9420-54020 | REPAIR & MAINT - SUBS | Q3 CONTRACTING INC | #5 REBAR & 2 TON TRUCK & CONCRETE REPLACE UNDER 6" DEPTH OVER 25 IF SAWING & REMOVAL | <u>5,031.39</u> | 118226 |
| Total For Check 118226 | | | | <u>5,031.39</u> | |
| Check 118227 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | RICHARD & PATRICIA LAMERE | UB refund for account: 7101485 | <u>58.52</u> | 118227 |
| Total For Check 118227 | | | | <u>58.52</u> | |
| Check 118228 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | RICHARD BREITBACH | UB refund for account: 7101290 | <u>81.97</u> | 118228 |
| Total For Check 118228 | | | | <u>81.97</u> | |
| Check 118229 | | | | | |
| 101-45-5200-52100 | OPERATING SUPPLIES | SITEONE LANDSCAPE SUPPLY LLC | POLY INSERT PLUG 1-1/4 IN. & POLY INSERT PLUG 1-1/2 IN. & OETIKER 485SS CRIMP CLAMP STAINLESS STEEL | <u>32.89</u> | 118229 |
| Total For Check 118229 | | | | <u>32.89</u> | |
| Check 118230 | | | | | |
| 101-41-1940-52100 | OPERATING SUPPLIES | STAPLES INC | TOWEL C FOLD 17900151 | 169.92 | 118230 |
| 101-42-2100-52010 | OFFICE SUPPLIES | STAPLES INC | FLDR/18PK LTR POLY ASMT ST | 13.92 | 118230 |
| 101-42-2100-52010 | OFFICE SUPPLIES | STAPLES INC | TR FILE CABINET TOOLS BIN & PENDAFLEX GLOW HFF 5TAB 25/BOX & SPLS MOVE & STORE TAPE W/ GUN | 94.95 | 118230 |
| 101-42-2100-52010 | OFFICE SUPPLIES | STAPLES INC | ENERGEL-X 0.5 NEEDLE RET. BLUE & ENERGEL-X 0.5 NEEDLE RET. BLUE | <u>26.20</u> | 118230 |
| Total For Check 118230 | | | | <u>304.99</u> | |
| Check 118231 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | STEVEN & CATHERINE WIKSTROM | UB refund for account: 7102490 | <u>212.62</u> | 118231 |
| Total For Check 118231 | | | | <u>212.62</u> | |
| Check 118232 | | | | | |
| 101-42-2100-52130 | UNIFORMS & CLOTHING | STREICHER'S INC | POLO:PERFORMANCE SHIRTS & EMBROIDERY - INSTRUCTOR SHIRTS | <u>507.93</u> | 118232 |
| Total For Check 118232 | | | | <u>507.93</u> | |
| Check 118233 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | THE LEROY A. LENZ TRUST | UB refund for account: 7100042 | <u>120.93</u> | 118233 |
| Total For Check 118233 | | | | <u>120.93</u> | |
| Check 118234 | | | | | |
| 101-41-1320-53070 | PROFESSIONAL SERVICES | TIMESAVER OFF SITE SECRETARIAL INC | 08/27/2025 - COUNCIL WORKSHOP MEETING 2 HOURS | <u>253.00</u> | 118234 |
| Total For Check 118234 | | | | <u>253.00</u> | |
| Check 118235 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | TODD SPLETTSTOESZER | UB refund for account: 7117516 | <u>57.48</u> | 118235 |
| Total For Check 118235 | | | | <u>57.48</u> | |
| Check 118236 | | | | | |
| 101-43-3100-52100 | OPERATING SUPPLIES | ULINE, INC | PARKING STOP - 6', RUBBER, BLACK/YELLOW & 14" ASPHALT INSTALLATION KIT & DOGIPOT DOG WASTE SYSTEM | 984.00 | 118236 |
| 101-45-5200-52100 | OPERATING SUPPLIES | ULINE, INC | PARKING STOP - 6', RUBBER, BLACK/YELLOW & 14" ASPHALT INSTALLATION KIT & DOGIPOT DOG WASTE SYSTEM | <u>1,156.44</u> | 118236 |
| Total For Check 118236 | | | | <u>2,140.44</u> | |
| Check 118237 | | | | | |
| 631-00-0000-20800 | OVERPAYMENT | WILLIAM AND DANETTE NIEDERKORN | UB refund for account: 7109222 | <u>157.69</u> | 118237 |
| Total For Check 118237 | | | | <u>157.69</u> | |
| Check 118238 | | | | | |
| 101-45-5200-52100 | OPERATING SUPPLIES | WINNICK SUPPLY INC | EROSION CONTROL BLANKET STRAW SR1 SINGLE NET 100SQ YD 8.5' X 112.5' | 81.00 | 118238 |
| 631-49-9420-52100 | OPERATING SUPPLIES | WINNICK SUPPLY INC | 1" X 100' BLUE ULTRA POLY 250# CTS SDR 9 ASTM D-2737 - CUT 1 PC X 20' | <u>24.40</u> | 118238 |
| Total For Check 118238 | | | | <u>105.40</u> | |

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|------------------------------|--------------------------------------|-------------------------|--|------------|--------|
| Check 118239 | | | | | |
| 101-43-3100-54040 | REPAIR & MAINT EQUIPMENT | ZIEGLER INC | COUPLING & HOSE BK & SLEEVE BK & SEAL O RING & HOSE BUILD LABOR | 124.67 | 118239 |
| | | Total For Check 118239 | | 124.67 | |
| Check 118243 | | | | | |
| 101-42-2200-54040 | REPAIR & MAINT EQUIPMENT | A-1 TIRE SERVICE | CHIEF 2 - HIGH RF IN 2 GY DURATRACS. REPLACE RF&LR. PAIR NEW ON REAR & MOUNT/BALANCE 60 SERIES | 49.00 | 118243 |
| | | Total For Check 118243 | | 49.00 | |
| Check 118244 | | | | | |
| 101-42-2200-52100 | OPERATING SUPPLIES | ADVANCED GRAPHIX INC | FL ENGINE 1 DECALS & PROPERTY OF FOREST LAKE FIRE DECALS FOR EQUIPMENT | 805.00 | 118244 |
| | | Total For Check 118244 | | 805.00 | |
| Check 118245 | | | | | |
| 211-43-3135-53070-134732-001 | PROFESSIONAL SERVICES | BITUMINOUS ROADWAYS INC | CONTRACTOR'S PAY REQUEST #4 - NORTH SHORE TRAIL AND 2025 STREET PAVEMENT MAINTENANCE PROJECT | 930,718.23 | 118245 |
| | | Total For Check 118245 | | 930,718.23 | |
| Check 118246 | | | | | |
| 101-41-1910-53050-125526-001 | ENGINEERING CHARGES | BOLTON & MENK INC | TEMPORARY PLANNING SERVICES | 17,192.50 | 118246 |
| 101-42-2400-53070 | GRADING & GAB REVIEWS | BOLTON & MENK INC | 2025 ANNUAL REVIEWS | 5,646.00 | 118246 |
| 101-43-3110-53050-106080-010 | ENGINEERING CHARGES | BOLTON & MENK INC | GENERAL ROUTINE ENGINEERING | 2,500.00 | 118246 |
| 203-45-5200-53050-128559-001 | PROFESSIONAL SERVICES | BOLTON & MENK INC | BELTZ PARK IMPROVEMENTS | 1,827.50 | 118246 |
| 203-45-5200-53050-138362-000 | ENGINEERING CHARGES | BOLTON & MENK INC | VETERAN'S MEMORIAL LAKESIDE | 6,069.00 | 118246 |
| 205-43-3150-53050-123864-001 | ENGINEERING CHARGES | BOLTON & MENK INC | MISTER CAR WASH - SITE DEVELOPMENT | 544.50 | 118246 |
| 205-43-3150-53050-124536-001 | ENGINEERING CHARGES | BOLTON & MENK INC | STORMWATER SERVICES | 1,135.00 | 118246 |
| 205-43-3150-53050-124536-001 | ENGINEERING CHARGES | BOLTON & MENK INC | STORMWATER MODELING UPDATES | 790.00 | 118246 |
| 211-43-3100-54070-137796-000 | HWYS,STREET/CONCRETE | BOLTON & MENK INC | 2025 ADA SIDEWALK REPAIRS | 1,012.00 | 118246 |
| 211-43-3100-54140-137797-000 | SEALCOATING | BOLTON & MENK INC | 2025 CRACK FILLING/SEAL COAT | 537.00 | 118246 |
| 211-43-3135-53050-127722-001 | ENGINEERING CHARGES | BOLTON & MENK INC | CSAH 32 PEDESTRIAN & STREET | 805.50 | 118246 |
| 211-43-3135-53050-129714-001 | ENGINEERING CHARGES | BOLTON & MENK INC | TH 97 IMPROVEMENT PROJECT | 3,464.50 | 118246 |
| 211-43-3135-53050-131361-001 | ENGINEERING CHARGES | BOLTON & MENK INC | EUREKA AVENUE IMPROVEMENTS | 14,283.50 | 118246 |
| 211-43-3135-53050-134732-001 | ENGINEERING CHARGES | BOLTON & MENK INC | NORTH SHORE TRAIL | 53,693.00 | 118246 |
| 211-43-3135-54080-136586-001 | MAINT ASPHALT MILL & OVERLAY | BOLTON & MENK INC | 2025 LOCAL ST IMPROVEMENT | 7,310.00 | 118246 |
| 212-46-1920-53070 | PROFESSIONAL SERVICES | BOLTON & MENK INC | SOUTHWEST STUDY AREA | 631.00 | 118246 |
| 631-00-0000-15000-120880-001 | CONSTRUCTION IN PROGRESS | BOLTON & MENK INC | WTP 4 CONSTRUCTION | 1,007.00 | 118246 |
| 631-00-0000-15000-136449-001 | CONSTRUCTION IN PROGRESS-S H2O TOWER | BOLTON & MENK INC | 2025 SOUTH WATER TOWER REHAB | 13,536.50 | 118246 |
| 631-00-0000-15000-136449-003 | CONSTRUCTION IN PROGRESS | BOLTON & MENK INC | 2025 SOUTH WATER TOWER REHAB | 2,870.00 | 118246 |
| 631-49-9420-53050 | ENGINEERING CHARGES | BOLTON & MENK INC | NON-ROUTINE ENGINEERING | 859.50 | 118246 |
| 632-00-0000-15000-124726-001 | CONSTRUCTION IN PROGRESS | BOLTON & MENK INC | 2022 LS & FM IMPROVEMENTS | 92.00 | 118246 |
| 632-00-0000-15000-136584-001 | CONSTRUCTION IN PROGRESS | BOLTON & MENK INC | 2025 SANITARY SEWER LINING | 810.50 | 118246 |
| 800-41-1910-53050-106081-110 | ENGINEERING CHARGES | BOLTON & MENK INC | KWIK TRIP - SITE DEVELOPMENT | 276.00 | 118246 |
| 800-41-1910-53050-106081-111 | ENGINEERING CHARGES | BOLTON & MENK INC | AUTUMN HILLS APARTMENTS PARKING LOT - SITE DEVELOPMENT | 184.00 | 118246 |
| 800-41-1910-53050-106081-116 | ENGINEERING CHARGES | BOLTON & MENK INC | FOREST LAKE GARAGE CONDOS - SITE DEVELOPMENT | 3,168.00 | 118246 |
| 800-41-1910-53050-107504-057 | ENGINEERING CHARGES | BOLTON & MENK INC | DALBEC DELINEATION 23840 GOODVIEW CIRCLE - PROPERTY REVIEWS | 1,852.50 | 118246 |
| 800-41-1910-53050-107504-058 | ENGINEERING CHARGES | BOLTON & MENK INC | SMOKEY OAKS 115 LAKE ST- PROPERTY REVIEWS | 828.00 | 118246 |
| 800-41-1910-53050-123268-002 | ENGINEERING CHARGES | BOLTON & MENK INC | FOREST HILLS FARM PHASE II | 971.00 | 118246 |
| 800-41-1910-53050-123780-001 | ENGINEERING CHARGES | BOLTON & MENK INC | HIDDEN CREEK | 25,622.00 | 118246 |
| 800-41-1910-53050-127559-001 | ENGINEERING CHARGES | BOLTON & MENK INC | PHASE 2 CHESTNUT CREEK | 11,344.50 | 118246 |
| | | Total For Check 118246 | | 180,862.50 | |
| Check 118247 | | | | | |
| 101-00-0000-22400 | BEL-0191 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB12038 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0158 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11896 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0176 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11967 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0164 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11922 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0197 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB12096 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0162 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11902 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0165 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11921 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0188 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB12009 | 2,000.00 | 118247 |

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| 101-00-0000-22400 | BEL-0159 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11897 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0189 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11948 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0160 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11899 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0166 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11898 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0167 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11931 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0187 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11946 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0193 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB12040 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0157 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11895 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0113 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11169 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0177 | CAPSTONE HOMES INC | EROSION-LANDSCAPE ESCROW RELEASE PB11949 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0146 | CAPSTONE HOMES INC | EROSION-LANDSCAPE ESCROW RELEASE PB11717 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0156 | CAPSTONE HOMES INC | EROSION-LANDSCAPE ESCROW RELEASE PB11626 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0192 | CAPSTONE HOMES INC | EROSION-LANDSCAPE ESCROW RELEASE PB12041 | 2,000.00 | 118247 |
| 101-00-0000-22400 | BEL-0161 | CAPSTONE HOMES INC | EROSION-LANDSCAPE ESCROW RELEASE PB11900 | <u>2,000.00</u> | 118247 |
| | | Total For Check 118247 | | 44,000.00 | |
| Check 118248 | | | | | |
| 101-00-0000-22400 | BEL-0163 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11901 | <u>2,000.00</u> | 118248 |
| | | Total For Check 118248 | | 2,000.00 | |
| Check 118249 | | | | | |
| 101-00-0000-22400 | BEL-0147 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11627 | 2,000.00 | 118249 |
| 101-00-0000-22400 | BEL-0185 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11947 | 2,000.00 | 118249 |
| 101-00-0000-22400 | BEL-0168 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB11930 | 2,000.00 | 118249 |
| 101-00-0000-22400 | BEL-0196 | CAPSTONE HOMES INC | BD BOND REFUND EROSION-LANDSCAPE ESCROW RELEASE PB12097 | 2,000.00 | 118249 |
| 101-00-0000-22400 | BEL-0209 | CAPSTONE HOMES INC | EROSION-LANDSCAPE ESCROW RELEASE PB12165 | <u>2,000.00</u> | 118249 |
| | | Total For Check 118249 | | 10,000.00 | |
| Check 118250 | | | | | |
| 101-43-3180-52130 | UNIFORMS & CLOTHING | CINTAS CORPORATION | UNIFORM & CLOTHING - M.WELSH | <u>86.45</u> | 118250 |
| | | Total For Check 118250 | | 86.45 | |
| Check 118251 | | | | | |
| 101-42-2200-52140 | AIR PAC ACCESSORIES | CLAREY'S SAFETY EQUIPMENT | AV3000 FACEPIECE, HT4PT KEVLAR,S & AV3000 FACEPIECE, HT4PT KEVLAR,M | <u>1,563.51</u> | 118251 |
| | | Total For Check 118251 | | 1,563.51 | |
| Check 118252 | | | | | |
| 101-46-6625-53350 | CONTRACT SERVICES | DAVID D. DREWS | CLEANING SERVCS FOR SEPTEMBER 2025 FL SENIOR CENTER | <u>850.00</u> | 118252 |
| | | Total For Check 118252 | | 850.00 | |
| Check 118253 | | | | | |
| 203-45-5200-55250 | CONTRACTOR PAYMENTS | DUININCK INC | GOLF DRAINAGE AND GREEN RENO - HOLE #3 - 250LF 2" DRAINAGE & HOLE #5 - 500LF OF 2" DRAINAGE | <u>80,000.00</u> | 118253 |
| | | Total For Check 118253 | | 80,000.00 | |
| Check 118254 | | | | | |
| 101-41-1601-53040 | LEGAL SERVICES | ECKBERG LAMMERS P.C. | GENERAL MATTERS | 2,999.00 | 118254 |
| 101-41-1601-53040 | LEGAL SERVICES | ECKBERG LAMMERS P.C. | GENERAL EMPLOYMENT | <u>1,225.00</u> | 118254 |
| | | Total For Check 118254 | | 4,224.00 | |
| Check 118255 | | | | | |
| 800-41-1910-53520-106081-092 | PUBLISHING & ADS | ECM PUBLISHERS INC | OCT 8 PH SPIKES & HOULES | 21.00 | 118255 |
| 800-41-1910-53520-106081-116 | PUBLISHING & ADS | ECM PUBLISHERS INC | OCT 8 PH GARAGE CONDOS | <u>24.00</u> | 118255 |
| | | Total For Check 118255 | | 45.00 | |
| Check 118256 | | | | | |
| 631-49-9420-52100 | OPERATING SUPPLIES | FERGUSON WATERWORKS #2518 | 1-1/4 REP LID W/ PLUG | 437.20 | 118256 |
| 632-49-9450-52100 | OPERATING SUPPLIES | FERGUSON WATERWORKS #2518 | KLS225 AIR FILTER | <u>41.20</u> | 118256 |
| | | Total For Check 118256 | | 478.40 | |

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|--|--|--|--|---|------------------|
| Check 118257 632-49-9450-52100 | OPERATING SUPPLIES | FOREST LAKE ACE HARDWARE Total For Check 118257 | MARKER FINEPT SHARPIE3CT | <u>4.99</u> 4.99 | 118257 |
| Check 118258 101-41-1910-52010 | OFFICE SUPPLIES | FOREST LAKE PRINTING Total For Check 118258 | DYE-SUB NAME PLATE, 8" X 2" WHITE ALUMINUM: M. HEUMANN & S. GILMORE | <u>63.30</u> 63.30 | 118258 |
| Check 118259 101-42-2100-53040 | LEGAL SERVICES | HEBERT AND WELCH PA Total For Check 118259 | LEGAL SERVICES FOR SEPTEMBER 2025 | <u>13,013.00</u> 13,013.00 | 118259 |
| Check 118260 101-41-1940-54010 101-41-1940-54010 | REPAIR & MAINT-BUILDINGS REPAIR & MAINT-BUILDINGS | HORWITZ LLC HORWITZ LLC Total For Check 118260 | WATER DRIPPING FROM DAMPERS IN THE FIRE GARAGE & I TOOK APART THE ECONOMIZER HOOD TO TRY TO FIND LEAK REPLACE DOAS-1 DX AND HOT GAS REHEAT COILS *PARTS:1 BOX 1 PIECE OF COPPER TAGGED AND STAGED AT (B2-6) | 606.00 22,506.00 <u>23,112.00</u> | 118260 118260 |
| Check 118261 211-43-3100-54080 211-43-3100-54080 | MAINT ASPHALT MILL & OVERLAY MAINT ASPHALT MILL & OVERLAY | MARTIN MARIETTA MATERIALS MARTIN MARIETTA MATERIALS Total For Check 118261 | MED VOLUME WEAR ASPHALT MVWE45035(R)-BM MED VOLUME WEAR ASPHALT MVWE45035(R)-BM | 154.48 637.31 <u>791.79</u> | 118261 118261 |
| Check 118262 101-41-1320-53070 | PROFESSIONAL SERVICES | MCGRATH CONSULTING GROUP INC Total For Check 118262 | SUBMISSION OF THE DRAFT SALARY SCHEDULE | <u>4,250.00</u> 4,250.00 | 118262 |
| Check 118263 101-43-3100-52100 101-45-5200-52100 | OPERATING SUPPLIES OPERATING SUPPLIES | MENARDS MENARDS Total For Check 118263 | 7' SIGN POST 12" STANDARD VALVE BOX & 3/4" PVC MALE PLUG | 38.97 107.11 <u>146.08</u> | 118263 118263 |
| Check 118264 101-41-1500-53090 | COMPUTER SUPPORT | METRO-INET Total For Check 118264 | USER, COMPUTER & EMAIL SUPPORT | <u>23,201.00</u> 23,201.00 | 118264 |
| Check 118265 632-49-9450-54410 | MET COUNCIL SEWER TREATMENT | METROPOLITAN COUNCIL - ENVIRONMENTA Total For Check 118265 | WASTE WATER SERVICES DEF REV - NOVEMBER 2025 | <u>155,646.98</u> 155,646.98 | 118265 |
| Check 118266 211-43-3135-55250-129714-001 | CONTRACTOR PAYMENTS | MINNESOTA DEPARTMENT OF TRANSPORTAT Total For Check 118266 | AGR 1058130 CONST T9AI092 & AGR 1058130 SFM T9AI092 & AGR 1058130 ENG T9AI092 & AGR 1058130 CONST T9A | <u>1,839,737.40</u> 1,839,737.40 | 118266 |
| Check 118267 631-49-9420-52160 | CHEMICALS & TESTING | MINNESOTA VALLEY TESTING LABS Total For Check 118267 | COLIFORM, MF - WATER | <u>157.50</u> 157.50 | 118267 |
| Check 118268 631-00-0000-15000-120880-001 | CONSTRUCTION IN PROGRESS | MUNICIPAL BUILDERS INC Total For Check 118268 | CONTRACTOR'S PAY REQUEST #27 - WTP4 - FINAL PAYMENT | <u>15,000.00</u> 15,000.00 | 118268 |
| Check 118269 101-43-3180-52100 | OPERATING SUPPLIES | NAPA AUTO PARTS Total For Check 118269 | ZEP CHERRY BOMB LV1GL & ZEP SHELL SHOCK 4-1GL | <u>68.28</u> 68.28 | 118269 |
| Check 118270 101-00-0000-22400 | BDE-0056 | NICHOLAS & JAMIE POPA Total For Check 118270 | BD Bond Refund | <u>1,500.00</u> 1,500.00 | 118270 |

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| Check 118271 | | | | | |
| 101-43-3100-54040 | REPAIR & MAINT EQUIPMENT | O'REILLY AUTO PARTS | FUEL/WTR SEP & OIL FILTER & HD AIR FLTR | 66.79 | 118271 |
| 101-43-3100-54040 | REPAIR & MAINT EQUIPMENT | O'REILLY AUTO PARTS | AIR FILTER & OIL FILTER | 44.91 | 118271 |
| 101-43-3100-54040 | REPAIR & MAINT EQUIPMENT | O'REILLY AUTO PARTS | OIL FILTER | 10.58 | 118271 |
| 101-43-3100-54040 | REPAIR & MAINT EQUIPMENT | O'REILLY AUTO PARTS | HD AIR FLTR & FUEL/WTR SEP | 64.79 | 118271 |
| 101-43-3100-54040 | REPAIR & MAINT EQUIPMENT | O'REILLY AUTO PARTS | FUEL CAP | 8.74 | 118271 |
| Total For Check 118271 | | | | <u>195.81</u> | |
| Check 118272 | | | | | |
| 631-49-9420-54020 | REPAIR & MAINT - SUBS | OLSON'S SEWER SERVICE INC | WORK PERFORMED ON 09/06/25 AT 623 N SHORE DR - ASSISTED PW IN THE AFTER HOURS EMERGENCY REPAIR | 2,666.02 | 118272 |
| Total For Check 118272 | | | | <u>2,666.02</u> | |
| Check 118273 | | | | | |
| 203-45-5200-55250-138362-000 | CONTRACTOR PAYMENTS | PEMBER COMPANIES INC | CONTRACTOR'S PAY REQUEST #1 - VETERAN'S MEMORIAL – LAKESIDE PARK | 218,438.44 | 118273 |
| Total For Check 118273 | | | | <u>218,438.44</u> | |
| Check 118274 | | | | | |
| 101-42-2100-52010 | OFFICE SUPPLIES | PRIMARY PRODUCTS COMPANY | ENDURANCE BLACK NITRILE EXAM GLOVES MEDIUM & LARGE & X-LARGE & XX-LARGE 100/BX 10BX/CS | 515.20 | 118274 |
| Total For Check 118274 | | | | <u>515.20</u> | |
| Check 118275 | | | | | |
| 101-41-1400-52210 | REPAIR & MAINT SUPPLIES | SHRED-IT USA | SHREDDING SERVICES FOR SEPTEMBER 2025 | 153.78 | 118275 |
| 101-42-2100-52210 | REPAIR & MAINT SUPPLIES | SHRED-IT USA | SHREDDING SERVICES FOR SEPTEMBER 2025 | 153.77 | 118275 |
| Total For Check 118275 | | | | <u>307.55</u> | |
| Check 118276 | | | | | |
| 101-00-0000-22400 | BDE-0055 | SOUTHWIND HOLDINGS LLC | DEMO ESCROW RELEASE PB12117 | 12,250.00 | 118276 |
| Total For Check 118276 | | | | <u>12,250.00</u> | |
| Check 118277 | | | | | |
| 101-41-1400-52010 | OFFICE SUPPLIES | STAPLES INC | STAPLES 3X3 WTRCLR 12 & 8.5X11 COPY PAPER CS IP | 598.83 | 118277 |
| 101-41-1400-52010 | OFFICE SUPPLIES | STAPLES INC | STPLS PWR STKY NT 3X3 WN 12 PK | 4.53 | 118277 |
| 101-41-1940-52100 | OPERATING SUPPLIES | STAPLES INC | CW 12 ROLL 2 PLY JRT 1000FT & TISSUE,BATH,JRT 9 ,JUMBO | 206.34 | 118277 |
| Total For Check 118277 | | | | <u>809.70</u> | |
| Check 118278 | | | | | |
| 101-41-1910-53080 | SEMINARS & TRAINING | STEVEN GILMORE | MILEAGE FOR MN APA CONFERENCE & METRO CITIES HOUSING FORUM IN ROSEVILL & BEST WESTERN PLUS | 263.88 | 118278 |
| 101-41-1910-53700 | MILEAGE REIMB | STEVEN GILMORE | MILEAGE FOR MN APA CONFERENCE & METRO CITIES HOUSING FORUM IN ROSEVILL & BEST WESTERN PLUS | 203.00 | 118278 |
| Total For Check 118278 | | | | <u>466.88</u> | |
| Check 118279 | | | | | |
| 101-42-2100-52130 | UNIFORMS & CLOTHING | STREICHER'S INC | POLO: PERFORMANCE SS, BLACK, SZ 3X TALL & HEAT TRANSFER: SPECIFY COLOR/SIZE/WORDING | 66.99 | 118279 |
| Total For Check 118279 | | | | <u>66.99</u> | |
| Check 118280 | | | | | |
| 101-41-1910-53070 | PROFESSIONAL SERVICES | TIMESAVER OFF SITE SECRETARIAL INC | PLANNING COMMISSION MEETING - VIEW WEBCAST - 3 HOURS - DRAFT MINUTES - 15.0 PAGES | 388.25 | 118280 |
| 101-45-5120-53070-127555-001 | PROFESSIONAL SERVICES | TIMESAVER OFF SITE SECRETARIAL INC | 09/17/2025 - PARKS COMMISSION MEETING - VIEW WEBCAST - 2.5 HOURS - DRAFT MINUTES - 11.0 PAGES | 300.75 | 118280 |
| Total For Check 118280 | | | | <u>689.00</u> | |
| Check 118281 | | | | | |
| 101-43-3100-52100 | OPERATING SUPPLIES | TRI-STATE BOBCAT INC | NEW 2025 BOBCAT 74" INDUSTRIAL BUCKET GRAPPLE | 4,485.00 | 118281 |
| Total For Check 118281 | | | | <u>4,485.00</u> | |
| Check 118282 | | | | | |
| 631-49-9420-37100 | WATER RESIDENTIAL USAGE SALES | WASHINGTON COUNTY | PAY SPECIAL ASSESSMENTS-PAID IN UB - 16.032.21.33.0177 | 190.65 | 118282 |
| 631-49-9420-37101 | LEAD TESTING | WASHINGTON COUNTY | PAY SPECIAL ASSESSMENTS-PAID IN UB - 16.032.21.33.0177 | 2.50 | 118282 |
| 631-49-9420-37103 | WATER METER FEE | WASHINGTON COUNTY | PAY SPECIAL ASSESSMENTS-PAID IN UB - 16.032.21.33.0177 | 3.40 | 118282 |

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|------------------------|--|----------------------------------|---|-----------------|--------|
| Total For Check 118282 | | | | <u>196.55</u> | |
| Check 118283 | | | | | |
| 101-42-2200-52410 | RADIOS & PAGERS | WASHINGTON COUNTY | 3RD QTR 2025 - RAIDO USER FEES - FIRE | <u>6,501.30</u> | 118283 |
| Total For Check 118283 | | | | <u>6,501.30</u> | |
| Check 118284 | | | | | |
| 101-42-2100-54050 | REPAIR & MAINT CONTRACTS | WASHINGTON COUNTY | 3RD QTR 2025 - RADIO USER FEES - POLICE | <u>5,001.00</u> | 118284 |
| Total For Check 118284 | | | | <u>5,001.00</u> | |
| Check 118285 | | | | | |
| 101-43-3100-53210 | TELEPHONE | WASHINGTON COUNTY | 3RD QTR 2025 - RADIO USER FEES - PUBLIC WORKS | <u>1,500.30</u> | 118285 |
| Total For Check 118285 | | | | <u>1,500.30</u> | |
| Check 118286 | | | | | |
| 101-45-5200-52100 | OPERATING SUPPLIES | WINNICK SUPPLY INC | 2" MALE ADAPTER PVC SCH40 | 1.66 | 118286 |
| 101-45-5200-52100 | OPERATING SUPPLIES | WINNICK SUPPLY INC | 2" HUB X 1 1/2" MALE ADAPTER PVC SCH40 | <u>3.94</u> | 118286 |
| Total For Check 118286 | | | | <u>5.60</u> | |
| Check 2428 | | | | | |
| 101-41-1400-54370 | UNCLAIMED CHECKS | MINNESOTA DEPARTMENT OF COMMERCE | UNCLAIMED CHECKS IN 2025 (FOR YEAR 2022) | <u>6,811.93</u> | 2428 |
| Total For Check 2428 | | | | <u>6,811.93</u> | |
| Check 2429 | | | | | |
| 101-00-0000-21714 | FSA MEDICAL DED PAYABLE | BENEFIT EXTRAS INC | SETTLE PURCHASE | <u>380.33</u> | 2429 |
| Total For Check 2429 | | | | <u>380.33</u> | |
| Check 2430 | | | | | |
| 101-43-3160-53810 | 405528-302966 TRAFFIC SIGNALS - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 67.28 | 2430 |
| 101-43-3160-53810 | 405528-217921 STREET LIGHTS - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 9.40 | 2430 |
| 101-43-3160-53810 | 405528-246326 TRAFFIC SIGNALS - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 75.86 | 2430 |
| 101-43-3160-53810 | 405528-246328 TRAFFIC SIGNALS - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 78.82 | 2430 |
| 101-43-3160-53810 | 405528-251717 STREET LIGHTS - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 1,767.20 | 2430 |
| 101-43-3160-53810 | 405528-310327 FLASHER - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 22.93 | 2430 |
| 101-43-3160-53810 | 405528-329973 STREET LIGHTS - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 79.68 | 2430 |
| 101-45-5200-53810 | 405528-296960 5790 HEADWATERS PKWY PUMP | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 24.88 | 2430 |
| 205-43-3150-53810 | 405536-239312 SHIELDS LAKE - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 18.00 | 2430 |
| 631-49-9420-53810 | 405528-324157 6195 210TH ST N WTP#4 | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 3,788.55 | 2430 |
| 632-49-9450-53810 | 405528-297502 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 103.36 | 2430 |
| 632-49-9450-53810 | 405528-304266 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 9.90 | 2430 |
| 632-49-9450-53810 | 405528-304956 4938 HEADWATERS PRKY LIFT | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 187.08 | 2430 |
| 632-49-9450-53810 | 405528-262550 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 56.96 | 2430 |
| 632-49-9450-53810 | 405528-264391 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 63.02 | 2430 |
| 632-49-9450-53810 | 405528-267765 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 81.46 | 2430 |
| 632-49-9450-53810 | 405536-230839 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | 54.36 | 2430 |
| 632-49-9450-53810 | 714941-294489 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | JULY 2025 ENERGY BILLING | <u>96.55</u> | 2430 |
| Total For Check 2430 | | | | <u>6,585.29</u> | |
| Check 2431 | | | | | |
| 101-41-1320-53210 | 651-418-0827 M. STATZ | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-41-1320-53210 | 651-262-9618 J. CHAIKA | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-41-1910-53210 | 651-418-3960 A. WITTMAN | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-41-1940-53210 | 651-368-2551 D. HAIDER | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-41-1940-53210 | 651-755-1235 D. FLOHR | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 612-231-7428 N. OLSTAD | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 612-581-6901 SQUAD 2012 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 612-581-7139 SQUAD 2104 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 612-581-7480 SQUAD 2319 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 612-581-7507 SQUAD 2115 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |

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|-------------------|------------------------------------|------------------|--|--------|------|
| 101-42-2100-53210 | 612-581-7573 SQUAD 2013 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 612-581-8423 SQUAD 2107 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 612-741-4473 Z. BOESEL | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | (2.40) | 2431 |
| 101-42-2100-53210 | 612-391-5880 L. HANEGRAFF | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 612-419-1365 J. GRIFFIN | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 612-463-9664 O. RUDE | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 612-494-2962 FLPD 2319 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 651-248-5838 N. CARLSON | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-358-0723 J. WENSMANN | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-358-0814 J. PELTIER | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-421-6901 L. HANEGRAAF | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 651-470-1692 402 PD JETPACK | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 651-470-3439 401 PD JETPACK | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 651-478-0136 SEWER/WATER DEPT IPAD | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 20.02 | 2431 |
| 101-42-2100-53210 | 651-478-0669 C. JOHNSON | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-509-4536 SQUAD 2005 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 651-392-3228 FTO IPAD | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 20.02 | 2431 |
| 101-42-2100-53210 | 651-392-3229 FTO IPAD 2 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 20.02 | 2431 |
| 101-42-2100-53210 | 651-396-1879 SQUAD 2014 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 651-396-2124 SQUAD 2011 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 651-396-2613 SQUAD 2208 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 651-396-3298 SQUAD 1809 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 651-396-4966 SQUAD 2416 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 651-325-6426 R. PETERSON | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-325-6588 M. RICHERT | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-325-6589 N. KENT | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-325-6590 J. AYERS | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-325-6591 S. LAFFERTY | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-325-6593 J. GLADER | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-325-6594 R. WARKE | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-325-6595 T. MEYER | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-325-6597 M. KARNES | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-325-6598 T. COKCBURN | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-328-3306 FLPD 2218 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 651-318-7476 FLPD FL2012 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 763-301-4526 L. HANEGRAAF | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 763-301-4556 L. HANEGRAAF | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 763-341-0274 FLPD FL2002 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 763-401-0755 T. VANGRINSVEN | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | (2.60) | 2431 |
| 101-42-2100-53210 | 763-401-2179 T. SCHIMMELMAN | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 41.40 | 2431 |
| 101-42-2100-53210 | 651-724-2090 A. YATES | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-724-5578 T. COULTER | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-724-8880 J. BROWN | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-755-1203 B. DEGROOT | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 763-215-7569 J. CISNEROS | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 763-215-7570 N. MEDLEY | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-392-2791 T. CARPENTER | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 651-392-6626 H. MCBRIDE | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-42-2100-53210 | 952-324-6894 FLPD FL2003 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 952-324-6046 FLPD FL2013 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 952-324-6052 FLPD FL2011 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 952-324-6141 FLPD FL2005 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 952-324-6152 FLPD FL2208 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 952-324-6229 FLPD FL1809 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 952-529-0340 FLPD FL2104 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 952-529-1078 FLPD FL2310 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 952-529-1105 FLPD FL2115 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 952-529-5231 FLPD FL2014 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2100-53210 | 952-529-6879 FLPD FL2016 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |

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|----------------------|-------------------------------------|----------------------|---|-----------------|------|
| 101-42-2100-53210 | 952-693-6441 FLPD FL2319 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-42-2400-53210 | 651-302-1162 N. MOATS | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-43-3100-53210 | 612-368-1369 M. CAPRA | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-43-3100-53210 | 651-272-6865 C. ANDERSON | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-43-3100-53210 | 651-245-5102 D. ZIEHL | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-43-3100-53210 | 612-518-1424 PUBLIC WORKS TRUCK 123 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 101-43-3100-53210 | 651-319-3206 M. SWENSON | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-43-3100-53210 | 651-396-8432 D. ANDERSON | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-43-3100-53210 | 651-706-3096 A. RAUCHBAUER | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 39.26 | 2431 |
| 101-43-3100-53210 | 651-755-1207 D. ADAMS | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-43-3100-53210 | 651-755-1225 M. WELSH | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-43-3100-53210 | 651-755-1171 K. LAWRENCE | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-45-5120-53210 | 952-999-1684 K. YOUNG | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 41.40 | 2431 |
| 101-45-5200-53210 | 651-368-2550 K. WERNER | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-45-5200-53210 | 651-368-2552 FL PARKS | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 101-45-5200-53210 | 651-350-9271 M. OLSON | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 205-43-3150-53210 | 651-350-9187 PUBLIC WORKS JETPACK | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 20.02 | 2431 |
| 631-49-9440-53210 | 763-402-6826 J. NAPIERALA | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 41.40 | 2431 |
| 631-49-9440-53210 | 651-755-1233 J. FASBENDER | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 631-49-9440-53210 | 651-755-1215 C. PRICKETT | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 631-49-9440-53210 | 952-256-6340 S. WATER DEPT | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 631-49-9440-53210 | 952-256-6472 N. WATER DEPT | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 631-49-9440-53210 | 612-368-1380 M. BURG | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 631-49-9440-53210 | 651-242-8901 J. BARCHENGER | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 631-49-9440-53210 | 612-759-1222 PUBLIC WORKS 2 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 631-49-9440-53210 | 651-350-9188 PUBLIC WORKS TRUCK 115 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 631-49-9440-53210 | 651-328-0006 A. MORRIS-KARL | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| 632-49-9490-53210 | 612-759-5986 PUBLIC WORKS 126 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 632-49-9490-53210 | 651-350-9189 WATER PLANT 1 | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 40.01 | 2431 |
| 632-49-9490-53210 | 651-350-9276 D. SCHREIER | VERIZON WIRELESS | VERIZON WIRELESS JULY 11 - AUG 10 2025 | 38.38 | 2431 |
| Total For Check 2431 | | | | <u>3,719.56</u> | |
| Check 2432 | | | | | |
| 101-42-2400-53100 | PROF SERVICES - OTHER | INVOICE CLOUD INC | INVOICE CLOUD PAYMENT FEES - AUGUST 2025 | 30.00 | 2432 |
| 205-43-3190-53070 | SURFACE ADM/PROFESSIONAL SERVICES | INVOICE CLOUD INC | INVOICE CLOUD PAYMENT FEES - AUGUST 2025 | 759.70 | 2432 |
| 631-49-9490-53070 | SEWER ADM/PROFESSIONAL SERVICE | INVOICE CLOUD INC | INVOICE CLOUD PAYMENT FEES - AUGUST 2025 | 3,418.64 | 2432 |
| 632-49-9490-53070 | PROFESSIONAL SERVICES | INVOICE CLOUD INC | INVOICE CLOUD PAYMENT FEES - AUGUST 2025 | 3,418.64 | 2432 |
| Total For Check 2432 | | | | <u>7,626.98</u> | |
| Check 2433 | | | | | |
| 101-00-0000-21714 | FSA MEDICAL DED PAYABLE | BENEFIT EXTRAS INC | SETTLE PURCHASE | 2.97 | 2433 |
| Total For Check 2433 | | | | <u>2.97</u> | |
| Check 2434 | | | | | |
| 101-00-0000-21713 | DENTAL INSURANCE PAYABLE | HEALTH PARTNERS | HPAI SELF INSURED CLAIMS 15657 - SEPTEMBER 2025 | 171.01 | 2434 |
| Total For Check 2434 | | | | <u>171.01</u> | |
| Check 2435 | | | | | |
| 101-41-1400-53220 | POSTAGE | PITNEY BOWES POSTAGE | PITNEY BOWES POSTAGE SEPTEMBER 2025 | 450.00 | 2435 |
| Total For Check 2435 | | | | <u>450.00</u> | |
| Check 2436 | | | | | |
| 101-00-0000-21709 | LIFE INSURANCE PAYABLE | THE HARTFORD | SEPTEMBER 2025 COBRA LIFE INSURANCE | 59.40 | 2436 |
| Total For Check 2436 | | | | <u>59.40</u> | |
| Check 2437 | | | | | |
| 632-49-9450-53810 | ELECTRIC UTILITIES | XCEL ENERGY | 51-0239658-9 ~ LIFT STATIONS | 201.52 | 2437 |
| Total For Check 2437 | | | | <u>201.52</u> | |

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|-------------------|--|------------------------|--|----------|------|
| Check 2438 | | | | | |
| 101-45-5200-53810 | ELECTRIC UTILITIES | XCEL ENERGY | 51-5193669-9 ~ AUTO PROTECTIVE LIGHT | 10.28 | 2438 |
| | | Total For Check 2438 | | 10.28 | |
| Check 2439 | | | | | |
| 101-43-3160-53810 | ELECTRIC UTILITIES | XCEL ENERGY | 51-5193663-3 ~ TRAFFIC SIGNALS | 227.01 | 2439 |
| 632-49-9450-53810 | ELECTRIC UTILITIES | XCEL ENERGY | 51-5193674-6 ~ LIFT STATIONS | 352.19 | 2439 |
| 632-49-9450-53810 | ELECTRIC UTILITIES | XCEL ENERGY | 51-5193677-9 ~ LIFT STATIONS | 3,917.01 | 2439 |
| | | Total For Check 2439 | | 4,496.21 | |
| Check 2440 | | | | | |
| 101-41-1400-54370 | POSITIVE PAY MONTHLY FEE-AUGUST | MIDWESTONE BANK | POSITIVE PAY MONTHLY FEE-AUGUST | 55.90 | 2440 |
| | | Total For Check 2440 | | 55.90 | |
| Check 2441 | | | | | |
| 101-41-1320-53080 | Hotel for MPERLA conference | BANK OF MONTREAL - BMO | Hotel for MPERLA conference | 610.74 | 2441 |
| 101-41-1320-54370 | Replacement clock for Keewahtin Conf. Ro | BANK OF MONTREAL - BMO | Replacement clock for Keewahtin Conf. Room | 181.00 | 2441 |
| 101-41-1320-54370 | Refreshments for Class/Comp Onsite Staff | BANK OF MONTREAL - BMO | Detective J. Brown - Funeral Service Snacks and beverages for officers covering the road | 45.92 | 2441 |
| 101-41-1400-53080 | Registration MNGFOA Conference | BANK OF MONTREAL - BMO | Registration MNGFOA Conference | 250.00 | 2441 |
| 101-41-1400-54330 | GFOA Membership | BANK OF MONTREAL - BMO | GFOA Membership | 180.00 | 2441 |
| 101-41-1400-54370 | Postage for mailing Check | BANK OF MONTREAL - BMO | Postage for mailing Check | 31.40 | 2441 |
| 101-41-1500-52100 | Monthly MailChimp subscription | BANK OF MONTREAL - BMO | Monthly MailChimp subscription | 26.50 | 2441 |
| 101-41-1910-52100 | Anti-Fatigue Mats (Gilmore and Marshall) | BANK OF MONTREAL - BMO | Anti-Fatigue Mats (Gilmore and Marshall) | 81.50 | 2441 |
| 101-41-1910-52100 | Recording fees for Res. 07-14-25-06/886 | BANK OF MONTREAL - BMO | Recording fees for Res. 07-14-25-06/886 North Shore Dr Solar Project | 114.36 | 2441 |
| 101-41-1910-53080 | MN APA Conference Registration (Gilmore | BANK OF MONTREAL - BMO | MN APA Conference Registration (Gilmore & Wittman) | 940.38 | 2441 |
| 101-41-1910-53080 | Planning Commission Training | BANK OF MONTREAL - BMO | Planning Commission Training | 15.00 | 2441 |
| 101-41-1910-53520 | Recording fee for IUP at 8393 200th St N | BANK OF MONTREAL - BMO | Recording fees for Res. 07-14-25-06/886 North Shore Dr Solar Project | 57.18 | 2441 |
| 101-41-1910-53520 | Recording fees for Res. 07-14-25-06/886 | BANK OF MONTREAL - BMO | Recording fees for Res. 07-14-25-06/886 North Shore Dr Solar Project | 57.18 | 2441 |
| 101-41-1910-53520 | Recording fee for IUP at 508 Lake St S | BANK OF MONTREAL - BMO | Recording fees for Res. 07-14-25-06/886 North Shore Dr Solar Project | 57.18 | 2441 |
| 101-41-1910-54370 | Misc - Beltz Park Reopening | BANK OF MONTREAL - BMO | Misc - Beltz Park Reopening | 83.77 | 2441 |
| 101-41-1910-54370 | Online Vacancy (Planner) Announcement | BANK OF MONTREAL - BMO | Online Vacancy (Planner) Announcement | 25.00 | 2441 |
| 101-41-1940-53210 | August 2025 AllStream Invoice | BANK OF MONTREAL - BMO | August 2025 AllStream Invoice | 929.57 | 2441 |
| 101-41-1940-53210 | July 2025 AllStream Invoice | BANK OF MONTREAL - BMO | July 2025 AllStream Invoice | 928.38 | 2441 |
| 101-42-2100-52010 | Evidence supplies | BANK OF MONTREAL - BMO | Evidence supplies | 162.00 | 2441 |
| 101-42-2100-52010 | Evidence Supplies | BANK OF MONTREAL - BMO | Evidence supplies | 41.32 | 2441 |
| 101-42-2100-52010 | Evidence Room Supplies | BANK OF MONTREAL - BMO | Evidence supplies | 142.58 | 2441 |
| 101-42-2100-52010 | Cellular phone cases for new hires Cinel | BANK OF MONTREAL - BMO | Cellular phone cases for new hires Cinelli and DelGrosso | 81.27 | 2441 |
| 101-42-2100-52020 | Night to Unite | BANK OF MONTREAL - BMO | Items for Detective Brown Funeral | 124.14 | 2441 |
| 101-42-2100-52020 | Arts in the Park | BANK OF MONTREAL - BMO | Arts in the Park | 35.99 | 2441 |
| 101-42-2100-52100 | Weapon mounted lights for new hires Cine | BANK OF MONTREAL - BMO | Items for Detective Brown service | 368.45 | 2441 |
| 101-42-2100-52100 | Fingerprint wipes | BANK OF MONTREAL - BMO | Fingerprint wipes | 66.62 | 2441 |
| 101-42-2100-52100 | CSO Vehicle Kennel | BANK OF MONTREAL - BMO | CSO Vehicle Kennel | 110.52 | 2441 |
| 101-42-2100-52130 | Police Badge Order | BANK OF MONTREAL - BMO | Police Badge Order | 945.00 | 2441 |
| 101-42-2100-52130 | Items for supervisor dress cap. | BANK OF MONTREAL - BMO | Items for supervisor dress cap. | 104.80 | 2441 |
| 101-42-2100-52210 | Squad #2416 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | New Sgt Tahoe #2507 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | Squad #2104 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | Squad #2005 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | Squad #2504 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | Squad #2504 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | Squad #2218 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | Squad #2011 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | Squad #2013 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | Squad #2012 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | Squad #2208 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | Squad #2406 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-52210 | Squad #2319 | BANK OF MONTREAL - BMO | Squad #2416 | 35.75 | 2441 |
| 101-42-2100-53080 | Gun Laws Training | BANK OF MONTREAL - BMO | Gun Laws Training | 198.00 | 2441 |
| 101-42-2100-53080 | Cybersource Training - C. Johnson | BANK OF MONTREAL - BMO | Cybersource Training - C. Johnson | 300.00 | 2441 |

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|------------------------------|--|------------------------|--|------------------|------|
| 101-42-2100-53080 | MN BCA DMT Training - M. Richert | BANK OF MONTREAL - BMO | Cybersource Training - C. Johnson | 75.00 | 2441 |
| 101-42-2100-53080 | BCA NIBRS Course | BANK OF MONTREAL - BMO | Cybersource Training - C. Johnson | 150.00 | 2441 |
| 101-42-2100-53080 | Crime Reporting class/BCA/K. Schmitt | BANK OF MONTREAL - BMO | Cybersource Training - C. Johnson | 150.00 | 2441 |
| 101-42-2100-53080 | LMC employee wellness training/Richert | BANK OF MONTREAL - BMO | Planning Commission Training | 100.00 | 2441 |
| 101-42-2100-53080 | LMC employee wellness training/Hanegraaf | BANK OF MONTREAL - BMO | Planning Commission Training | 100.00 | 2441 |
| 101-42-2100-53080 | Utube Premium Training Videos (Refund) | BANK OF MONTREAL - BMO | Utube Premium Training Videos (Refund) | (151.71) | 2441 |
| 101-42-2100-53080 | Utube premium Training Videos | BANK OF MONTREAL - BMO | Utube Premium Training Videos (Refund) | 151.71 | 2441 |
| 101-42-2100-53080 | POST License-Del Grosso | BANK OF MONTREAL - BMO | POST License-Del Grosso | 90.00 | 2441 |
| 101-42-2100-53080 | 2025 IACP Conference Registration-R. Pet | BANK OF MONTREAL - BMO | 2025 IACP Conference Registration-R. Peterson | 500.00 | 2441 |
| 101-42-2100-53210 | August 2025 AllStream Invoice | BANK OF MONTREAL - BMO | August 2025 AllStream Invoice | 465.95 | 2441 |
| 101-42-2100-53210 | July 2025 AllStream Invoice | BANK OF MONTREAL - BMO | July 2025 AllStream Invoice | 465.35 | 2441 |
| 101-42-2100-54270 | POST license-DelGrosso/service fee | BANK OF MONTREAL - BMO | POST license-DelGrosso/service fee | 1.94 | 2441 |
| 101-42-2100-54370 | Portrait print for funeral. | BANK OF MONTREAL - BMO | Portrait print for funeral. | 42.00 | 2441 |
| 101-42-2100-54370 | Items for Detective Brown Funeral | BANK OF MONTREAL - BMO | Items for Detective Brown Funeral | 19.44 | 2441 |
| 101-42-2100-54370 | Detective J. Brown - Funeral Service Sna | BANK OF MONTREAL - BMO | Detective J. Brown - Funeral Service Snacks and beverages for officers covering the road | 124.59 | 2441 |
| 101-42-2100-54370 | Items for Detective Brown service | BANK OF MONTREAL - BMO | Items for Detective Brown service | 47.66 | 2441 |
| 101-42-2100-54370 | Dry cleaning of Detective Brown uniforms | BANK OF MONTREAL - BMO | Dry cleaning of Detective Brown uniforms for services. | 62.98 | 2441 |
| 101-42-2125-53520 | FL Safety Camp Domain Name Aug-Sept 2025 | BANK OF MONTREAL - BMO | FL Safety Camp Domain Name Aug-Sept 2025 | 10.64 | 2441 |
| 101-42-2200-52100 | Caution Tape | BANK OF MONTREAL - BMO | Caution Tape | 159.13 | 2441 |
| 101-42-2200-52100 | Coffee Cups | BANK OF MONTREAL - BMO | Coffee Cups | 85.99 | 2441 |
| 101-42-2200-53090 | CHATGPT Annual subscription 2 Seats | BANK OF MONTREAL - BMO | CHATGPT Annual subscription 2 Seats | 600.00 | 2441 |
| 101-42-2200-53090 | CRM for I-Pads | BANK OF MONTREAL - BMO | CRM for I-Pads | 90.00 | 2441 |
| 101-42-2200-53210 | AT & T Mobility - August 2025 iPad | BANK OF MONTREAL - BMO | AT & T Mobility - August 2025 iPad | 515.54 | 2441 |
| 101-42-2200-53210 | AT & T Mobility - July 2025 iPads | BANK OF MONTREAL - BMO | AT & T Mobility - August 2025 iPad | 499.66 | 2441 |
| 101-42-2200-54040 | Fuel Cap for Chain Saw. | BANK OF MONTREAL - BMO | Fuel Cap for Chain Saw. | 9.48 | 2441 |
| 101-42-2400-52100 | Zip Drives. | BANK OF MONTREAL - BMO | Zip Drives. | 98.78 | 2441 |
| 101-43-3100-52400 | Battery operated chainsaw | BANK OF MONTREAL - BMO | Battery operated chainsaw | 291.53 | 2441 |
| 101-43-3180-52100 | Tire Changer Part | BANK OF MONTREAL - BMO | Tire Changer Part | 649.17 | 2441 |
| 101-43-3180-52100 | Shop supplies | BANK OF MONTREAL - BMO | Shop supplies | 24.97 | 2441 |
| 101-43-3180-52400 | Sanding belts | BANK OF MONTREAL - BMO | Sanding belts | 36.39 | 2441 |
| 101-43-3180-52400 | Band File tool | BANK OF MONTREAL - BMO | Band File tool | 259.32 | 2441 |
| 101-43-3180-53210 | August 2025 AllStream Invoice | BANK OF MONTREAL - BMO | August 2025 AllStream Invoice | 239.61 | 2441 |
| 101-43-3180-53210 | July 2025 AllStream Invoice | BANK OF MONTREAL - BMO | July 2025 AllStream Invoice | 239.30 | 2441 |
| 101-45-5120-52100 | Butter for corn feed | BANK OF MONTREAL - BMO | Butter for corn feed | 72.22 | 2441 |
| 101-45-5120-52100 | Supplies for corn feed | BANK OF MONTREAL - BMO | Supplies for corn feed | 75.43 | 2441 |
| 101-45-5120-52100-CONCESSION | Lakeside Concessions | BANK OF MONTREAL - BMO | Items for Detective Brown Funeral | 13.03 | 2441 |
| 101-45-5120-52100-CONCESSION | Lakeside Concessions (Boat Raving Event) | BANK OF MONTREAL - BMO | Items for Detective Brown Funeral | 87.62 | 2441 |
| 101-45-5120-52100-CONCESSION | Concession Items | BANK OF MONTREAL - BMO | Items for Detective Brown Funeral | 73.00 | 2441 |
| 101-45-5120-52100-CONCESSION | Concession Items | BANK OF MONTREAL - BMO | Supplies for corn feed | 25.38 | 2441 |
| 101-45-5120-52100-CONCESSION | Concession Stand Pop & Candy | BANK OF MONTREAL - BMO | Supplies for corn feed | 55.79 | 2441 |
| 101-45-5120-54270 | Corn Feed Washington County Permit | BANK OF MONTREAL - BMO | Corn Feed Washington County Permit | 97.00 | 2441 |
| 101-45-5120-54380 | AIP Night #11 Handouts | BANK OF MONTREAL - BMO | AIP Night #11 Handouts | 97.58 | 2441 |
| 101-45-5120-54380 | AIP Night #10 Handouts | BANK OF MONTREAL - BMO | AIP Night #11 Handouts | 88.90 | 2441 |
| 101-45-5120-54380 | Arts in the Park night #9 | BANK OF MONTREAL - BMO | AIP Night #11 Handouts | 94.04 | 2441 |
| 101-45-5120-54380 | Night #8 Handouts | BANK OF MONTREAL - BMO | AIP Night #11 Handouts | 113.79 | 2441 |
| 101-45-5120-54380 | Night #7 Handouts | BANK OF MONTREAL - BMO | AIP Night #11 Handouts | 87.78 | 2441 |
| 101-45-5200-52100 | subscription to Irrigation services | BANK OF MONTREAL - BMO | subscription to Irrigation services | 28.50 | 2441 |
| 101-46-6625-54370 | credit for Kitchen Organizer 4-Tier Meta | BANK OF MONTREAL - BMO | credit for Kitchen Organizer 4-Tier Metal Heavy Duty Storage Shelving Unit with Wheels | (78.40) | 2441 |
| 205-43-3150-52100 | Parts for weed harvester | BANK OF MONTREAL - BMO | Parts for weed harvester | 642.99 | 2441 |
| 205-43-3150-53210 | August 2025 AllStream Invoice | BANK OF MONTREAL - BMO | August 2025 AllStream Invoice | 239.61 | 2441 |
| 205-43-3150-53210 | July 2025 AllStream Invoice | BANK OF MONTREAL - BMO | July 2025 AllStream Invoice | 239.30 | 2441 |
| 631-49-9420-52100 | new battery for GPS unit | BANK OF MONTREAL - BMO | new battery for GPS unit | 228.80 | 2441 |
| 631-49-9440-53210 | August 2025 AllStream Invoice | BANK OF MONTREAL - BMO | August 2025 AllStream Invoice | 2,474.33 | 2441 |
| 631-49-9440-53210 | July 2025 AllStream Invoice | BANK OF MONTREAL - BMO | July 2025 AllStream Invoice | 2,472.14 | 2441 |
| 632-49-9450-52100 | supplies for crane truck | BANK OF MONTREAL - BMO | Battery operated chainsaw | 58.97 | 2441 |
| 632-49-9450-53080 | Training for Max | BANK OF MONTREAL - BMO | Training for Max | 585.00 | 2441 |
| 632-49-9450-53080 | Service fee for max's training | BANK OF MONTREAL - BMO | Service fee for max's training | 12.58 | 2441 |
| Total For Check 2441 | | | | <u>21,850.30</u> | |

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|-------------------|--|-------------------------------|--|-----------------|------|
| Check 2442 | | | | | |
| 101-42-2100-54370 | Flower Arrangement for Detective J. Brow | BANK OF MONTREAL - BMO | Flower Arrangement for Detective J. Brown from FLPD Family | <u>223.69</u> | 2442 |
| | | Total For Check 2442 | | 223.69 | |
| Check 2443 | | | | | |
| 101-00-0000-21800 | RETIREE HEALTH INS PAYABLE | SOURCEWELL | RETIREE HEALTH INSURANCE-SEPTEMBER 2025 | 80.00 | 2443 |
| 101-00-0000-21800 | RETIREE HEALTH INS PAYABLE | SOURCEWELL | RETIREE HEALTH INSURANCE-SEPTEMBER 2025 | 2,901.00 | 2443 |
| 101-42-2100-51310 | HEALTH INSURANCE | SOURCEWELL | RETIREE HEALTH INSURANCE-SEPTEMBER 2025 | 1,515.00 | 2443 |
| 101-42-2100-51310 | HEALTH INSURANCE | SOURCEWELL | RETIREE HEALTH INSURANCE-SEPTEMBER 2025 | <u>967.00</u> | 2443 |
| | | Total For Check 2443 | | 5,463.00 | |
| Check 2444 | | | | | |
| 101-00-0000-21714 | FSA MEDICAL DED PAYABLE | BENEFIT EXTRAS INC | CLAIM REIMBURSEMENT | <u>796.03</u> | 2444 |
| | | Total For Check 2444 | | 796.03 | |
| Check 2446 | | | | | |
| 101-43-3160-53810 | 405528-217921 STREET LIGHTS - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 9.65 | 2446 |
| 101-43-3160-53810 | 405528-246326 TRAFFIC SIGNALS - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 73.23 | 2446 |
| 101-43-3160-53810 | 405528-246328 TRAFFIC SIGNALS - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 77.25 | 2446 |
| 101-43-3160-53810 | 405528-251717 STREET LIGHTS - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 1,799.29 | 2446 |
| 101-43-3160-53810 | 405528-302966 TRAFFIC SIGNALS - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 65.37 | 2446 |
| 101-43-3160-53810 | 405528-310327 FLASHER - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 22.93 | 2446 |
| 101-43-3160-53810 | 405528-329973 STREET LIGHTS - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 81.69 | 2446 |
| 101-45-5200-53810 | 405528-296960 5790 HEADWATERS PKWY PUMP | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 29.86 | 2446 |
| 205-43-3150-53810 | 405536-239312 SHIELDS LAKE - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 18.00 | 2446 |
| 631-49-9420-53810 | 405528-324157 6195 210TH ST N WTP#4 | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 2,868.73 | 2446 |
| 632-49-9450-53810 | 405536-230839 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 41.71 | 2446 |
| 632-49-9450-53810 | 405528-297502 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 100.96 | 2446 |
| 632-49-9450-53810 | 405528-304266 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 10.06 | 2446 |
| 632-49-9450-53810 | 405528-304956 4938 HEADWATERS PRKY LIFT | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 173.96 | 2446 |
| 632-49-9450-53810 | 405528-262550 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 57.97 | 2446 |
| 632-49-9450-53810 | 405528-264391 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 60.55 | 2446 |
| 632-49-9450-53810 | 405528-267765 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | 74.60 | 2446 |
| 632-49-9450-53810 | 714941-294489 LIFT STATION - ELECTRIC | CONNEXUS ENERGY | AUGUST 2025 ENERGY BILLING | <u>95.59</u> | 2446 |
| | | Total For Check 2446 | | 5,661.40 | |
| Check 2447 | | | | | |
| 101-00-0000-21713 | DENTAL INSURANCE PAYABLE | HEALTH PARTNERS | HPAI SELF INSURED CLAIMS 15657 - SEPTEMBER 2025 | <u>1,417.75</u> | 2447 |
| | | Total For Check 2447 | | 1,417.75 | |
| Check 2448 | | | | | |
| 101-46-6625-53210 | TELEPHONE | CENTURY LINK | SENIOR CENTER TELEPHONE - SEPTEMBER 2025 | <u>145.02</u> | 2448 |
| | | Total For Check 2448 | | 145.02 | |
| Check 2450 | | | | | |
| 101-00-0000-22440 | SALES TAX PAYABLE | SALES TAX MN DEPT REVENUE EFT | AUGUST 2025 SALES TAX | <u>147.00</u> | 2450 |
| | | Total For Check 2450 | | 147.00 | |
| Check 2451 | | | | | |
| 101-41-1400-54370 | MISCELLANEOUS | MIDWESTONE BANK | WIRE TRANSFER FEE | <u>10.00</u> | 2451 |
| | | Total For Check 2451 | | 10.00 | |
| Check 2452 | | | | | |
| 631-49-9420-53810 | ELECTRIC UTILITIES | XCEL ENERGY | 51-5193676-8 ~ 1850 8TH ST SE & 65 3RD AVE NW WTP | <u>184.18</u> | 2452 |
| | | Total For Check 2452 | | 184.18 | |
| Check 2453 | | | | | |
| 632-49-9450-53810 | ELECTRIC UTILITIES | XCEL ENERGY | 51-5193672-4 ~ LIFT STATIONS | <u>184.75</u> | 2453 |
| | | Total For Check 2453 | | 184.75 | |

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|-------------------|--------------------|----------------------|--|---------------------|------|
| Check 2454 | | | | | |
| 101-41-1940-53810 | ELECTRIC UTILITIES | XCEL ENERGY | 51-0010746167-3/CITY CENTER | <u>7,112.18</u> | 2454 |
| | | Total For Check 2454 | | <u>7,112.18</u> | |
| | | Fund Totals: | | | |
| | | | Fund 101 GENERAL FUND | 270,642.78 | |
| | | | Fund 203 PARK DEDICATION FUND | 306,334.94 | |
| | | | Fund 205 SURFACE WATER MANAGEMENT FUND | 4,427.12 | |
| | | | Fund 211 CAPITAL IMPROVEMENT FUND | 2,853,180.38 | |
| | | | Fund 212 ECONOMIC DEVELOPMENT FUND | 631.00 | |
| | | | Fund 215 TIF #2 CHERRYWOOD POINTE | 837.50 | |
| | | | Fund 631 WATER FUND | 93,739.16 | |
| | | | Fund 632 SEWER FUND | 167,342.99 | |
| | | | Fund 800 PROJECT DEVELOPMENT FUND | 44,291.00 | |
| | | | | <u>3,741,426.87</u> | |



City Council

Workshop

~ Minutes ~

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

Monday, September 15, 2025

6:00 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 |
|---------------|---------------|---------|---------|
| Blake Roberts | Mayor | Present | |
| Jeff Larson | Councilmember | Present | |
| Hanna Valento | Councilmember | Present | |
| Leif Erickson | Councilmember | Present | |
| Kevin Miller | Councilmember | Present | |

3. Pledge of Allegiance

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

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

Comments: Name.

5. Utility Fund Budget Review – Mark Statz/Ellie Larkin

City Administrator Statz stated that they wanted to review the ten-year plan for the utility fund and provide a recommendation for 2026. He stated that three funds were authorized by State statute. He provided a summary of the Metropolitan Urban Service Area. He reviewed the stormwater fund and stated that if an individual had land, they used the stormwater system because they had water run-off. He stated that an enterprise fund was a self-sustaining fund. He commented that the goal of the water utility was to provide high-quality drinking water using treatment plants, but other areas of the City do not have the same quality and quantity of water. He stated that the water utility also provides fire protection. He provided an overview of the stormwater fees, which have different rates for commercial lots than residential. He stated that the City is responsible for making sure the businesses comply based on the MS4 Permit. He reviewed the MS4 permit. He commented that anything besides pure water is considered a pollutant, so any City where water gathers needs to be a permitted site. He stated that there was a burden on the staff to apply the regulations of the MS4 Permit, so they must check and clean inlets and outlets regularly, check the ponds for the depths of sediments, and potentially dredge the ponds. He stated that just a fraction of the work is being paid for through the pond.

Councilmember Erickson asked if they were doing auditing to figure out how much the general fund or capital fund was supplementing the fund. City Administrator Statz answered that they could pull the numbers.



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City Administrator Statz discussed the sewer fund and discussed challenges associated with it since they had a flat City. He stated that the ten-year financial plan had them increasing the water rates by six percent, the sewer fund by three percent, and the storm water fund by six percent, each year of the ten-year plan. He stated that the capital costs dwarfed the operating costs. He stated that the expenses could be pushed out if revenues do not come in, or the revenues could help offset some of the costs.

Councilmember Erickson said that all the decisions are policy decisions. He asked if it was the right policy to drive the decision.

City Administrator Statz said that two percent might be a consumer price index, but construction costs are much different. He stated that the construction cost outpaces consumer prices. He stated that the water fund rates were based on the size of the service going into their house. He commented that most people have a 3/4 size service. He explained the price for water usage quarterly. He stated that the staff was recommending an 8 percent increase in the water fund charge. He said the target was based on half of the year's operating costs and the capital for the next year. He commented that when the water treatment plant went online, that would impact the funding.

Finance Director Larkin said that the eight percent increase would be good for 2026, but they would hit the red for the target cash balance. She said they had conversations about how to make the utility fund sustainable.

Councilmember Erickson asked if the future years of red would be at the six percent increase. Finance Director Larkin noted that it was eight percent.

Mayor Roberts asked if these numbers considered the public's work facility.

Councilmember Erickson asked if the build-out in 2029 was the water tower. City Administrator Statz confirmed this information.

City Administrator Statz said that the tower and the water treatment plan increased the costs more than the public works building.

Councilmember Erickson asked how many homes they could bring online without building a water tower. Public Works Director Adams answered that it was impacted by the homes and also the commercial.

City Administrator Statz discussed the change in technology associated with water towers. He stated that the water towers were great for fire flow.

Mayor Roberts asked about the issue with water on North Shore Drive.



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City Administrator Statz stated that they were turning water on and off whenever they filled up a fire truck. He discussed how they needed to consider the flow of water.

Councilmember Larson stated that the piping was old.

City Administrator Statz discussed lead in the lines and noted that it was all in the plan. He stated that this was an extension of the capital costs. He said that the sewer fund was healthier. He said that they had a cap of 10,000 gallons, and after they stopped paying for sewage. He said that they would increase the cap and lower the rate so that it would be a wash. He said that sixty to seventy people hit the cap. He said that 10,000 gallons in a three-month period was not that much water. He said that staff recommended sticking with the three percent that was scheduled, and that a portion of the public works facility was funded out of this fund. He said that some of the capital costs were for lift stations or mains. He stated that they pay the Metropolitan Council for water that goes into their system, so they suggested increasing the cap, so people pay for what they use. He said that they set the rate based on their first quarter usage, and they pay that rate for the rest of the year. He discussed the surface water management fund and said that the proposed rate increase was six percent. He said they could discuss what they pay for out of this fund and how to add revenue to the fund. He commented that nothing was allocated to the fund in terms of the public works building. He said that this fund could help their street fund.

Mayor Roberts expressed frustration with the ten-year plans.

Councilmember Erickson asked about building unaccounted for expenses into the stormwater management fund to explain the increase.

Mayor Roberts said that residents are getting water and sewer, but he expressed concerns about the surface water management fund. City Administrator Statz said it was tricky to implement this cost, and expressed the need to watch out for institutional stuff. He said they had to do what the MS4 permit required of them.

Mayor Roberts asked if they were charging an additional cost to the subdivision with the hook-up. City Administrator Statz answered that they could bring back additional information in the future months. He asked if there was room to add if they were a little lower on that charge.

Public Works Director Adams discussed the Metropolitan Council's rate and stated that it was a topic they could address.

City Administrator Statz asked if they want to be developer-friendly, as they look at the hook-up rates.

Mayor Roberts said that they could not compare what the system costs.



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City Administrator Statz said that existing citizens should not bear the costs, but they do not want the ten-year plan to be in the red.

6. Eureka Ave. Lighting Options – Ryan Goodman

City Engineer Goodman provided an overview of the different options for street lighting. He said that option one was \$630,000 and was presented at the July 21, 2025, City Council Workshop. Option two was street lighting at parking, pier, and intersections, and trail bollard lights at 30-foot spacing for \$1,100,000. He said that option three was \$690,000 for street lighting at the parking, pier, and intersections, and trail bollard lights at sixty-foot spacing. He commented that option four was \$560,000 and included street lighting at parking, pier, intersections, and trail bollard lights at 90-foot spacing. He said that the bollards would be City-owned. He discussed the potential to work with Connexus Lantern Street lighting for the decorative street lights.

Mayor Roberts asked if they did not know where the bids were, could they not use State funding. City Engineer Goodman said he did not think there would be excess funding, and he thought it would be the City's cost, but they would know in October when the bids are open.

City Engineer Goodman stated that as bids came in, more information would be available, and when the easements were at hand, they would know where they stood. He stated that with other costs associated with the lighting. He commented that the DNR Easement was estimated lower, but has now increased. He stated that they originally did not have to purchase wetland credits, but now need to purchase wetland credits at \$38,000.

City Administrator Statz said that they could put shields on the light, but people might still be concerned about light pollution. He said that the LEDs had shields essentially built into the light.

Councilmember Erickson said that the original thought with lighting was to be consistent with Broadway Road.

Mayor Roberts asked about the lighting on the freeway.

Community Development Director Wittman suggested checking with the Parks and Recreation Commission, which might want to try to expand the operational hours of the park system. Councilmember Erickson asked about parking for lake access. City Administrator Statz answered that they were putting in one light.

City Administrator Statz said that intersection lighting results in fewer crashes and that it is good for safety. He said the costs would come out of the capital fund.

Mayor Roberts asked about the lowest price point. City Engineer Goodman said that was the only option with Connexus.



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Mayor Roberts said that he thought Option 4A made the most sense, as it kept the theme throughout the City.

7. Local Option Sales Tax – Mark Statz

City Administrator Statz said that they engaged with the area legislators to use the local option sales tax to help fund the public works building. He said that they could be tacking on a half-percent. He stated that the process was threefold. First, they needed a motion from the City Council that they wanted to do that, and then receive feedback from their legislators that they supported the local option sales tax, and the legislature had to approve the bill. He said that they wanted to know how much revenue it could produce and how much revenue would come from people who did not already pay property taxes in Forest Lake. He stated that if a lot of the fee came from people who visited the City and were using their services, it would make sense to taxpayers. He said they could raise a large amount of money.

Mayor Roberts said that the public works building was the largest expense that the City has ever had. He commented that since people come from other cities to do business, it makes sense to put the burden on people who use the streets that the public works building supports. He commented that Oakdale did this, and it passed easily.

City Administrator Statz said that the legislature can pick and choose which projects were passed, but it was important that the project made a good case for itself.

Mayor Roberts said that there were already forty proposed cases for the local option sales tax in the State.

Councilmember Erickson expressed the importance of telling the story about taking the burden off of everyone with the local option sales tax.

City Administrator Statz said that the local option sales tax had to support a regional project that benefited others and had to have a timeline.

Councilmember Valento asked how they would determine the end date. City Administrator Statz answered that they would look at the bond end date.

Councilmember Valento expressed that she was in favor of pursuing the local option sales tax.

8. CLOSED SESSION: Closed Session Pursuant to Minn. Stat. 13D.03 for Labor Negotiation Strategy Discussion

Motion: Mayor Roberts made a Motion to Move into Closed Session Pursuant to Minnesota Statutes §13D.03 for Labor Negotiation Strategy Discussion.

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



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The Regularly Scheduled Council Meeting reconvened at 8:18 p.m.

9. Adjourn

With no further business before the Council, the Workshop was adjourned at 8:19 p.m.



City Council

Regular Meeting

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6:00 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 |
|---------------|---------------|---------|---------|
| Blake Roberts | Mayor | Present | |
| Jeff Larson | Councilmember | Present | |
| Hanna Valento | Councilmember | Present | |
| Leif Erickson | Councilmember | Present | |
| Kevin Miller | Councilmember | Present | |

3. Pledge of Allegiance

4. Approve the Agenda (Action)

Mayor Roberts noted that they would not discuss Chestnut Creek tonight at the request of the developer.

Motion: Mayor Roberts made a Motion to Approve the Agenda as presented.

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

5. Awards and Presentations

a) Senior Center Volunteer Recognition

Mayor Roberts thanked the Senior Center Volunteers for their regular service at the Senior Center and their impact on the community.

Jill said that she loved the Senior Center and all the volunteers. She thanked them for the opportunity to work at the Senior Center. She presented certificates to the various volunteers.

Mayor Roberts thanked the volunteers.

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

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

Comments:

None.

7. Consent Agenda Considerations (Action Items)

a. City Invoices

i) General Invoices



City Council

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- ii) Airport Invoices
- b. Minutes: September 8, 2025 Regular Council Meeting
- c. Hiring Recommendation – Paid on Call Firefighters (5)
- d. Revised Hiring Recommendation: Asst. Community Development Director
- e. Temporary On-Sale Liquor License
- f. Century College Training Agreement – Fire
- g. Resolution 09-22-25-02: Declaring Surplus Equipment
- h. Mister Car Wash – Final Project Acceptance & Letter of Credit Reduction/Retainage for Warranty Period
- i. PGA Investments LLC – Final Project Acceptance
- j. Beltz Park Ped. Improvements Project – Contractor's Request for Payment No. 3

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

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

8. Regular Agenda (Action Items)

a) Interim Use Permit at 115 Lake Street N: Smokey Oaks Dispensary – Abbi Wittman

i. Resolution 09-22-25-01

Mayor Roberts excused himself from the room based on a conflict of interest.

Acting Mayor Valento asked Community Development Director Wittman to summarize the interim use permit.

Community Development Director Wittman provided a summary of the requested interim use permit to establish a cannabis, retail sales use at 115 Lake Street North. She commented that the code did not allow signage on the roof, so the City is working with the applicant to determine an appropriate solution.

Motion: Councilmember Larson made a Motion to Adopt Resolution 09-22-25-01 with the recommended conditions from staff and the Planning Commission.

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

b) Preliminary Budget Adoption – Mark Statz

i. Resolution No. 09-22-25-03

City Administrator Statz summarized the preliminary budget adoption that was discussed in previous City Council work sessions. He noted that it led to a 12.59 percent levy increase in 2025. He stated that the percentages would be a little different based on responses to the budget survey. He reviewed the responses to the different questions.

Mayor Roberts asked if the North Shore language referred to the North Shore Trail. City Administrator Statz responded that the amount included the trail and road project.



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City Administrator Statz highlighted the legal requirement to host a Truth and Taxation meeting. The final levy was required to be adopted at the end of the year and could be equal to or lower than the preliminary levy. He reviewed the fund balance policy, which required that they have an unassigned fund balance of 50 percent of the subsequent year's total budgeted expenditures in the General Fund. He reviewed the definition of a levy, which was the amount of property tax dollars the City collects to fund essential services each year. He reviewed the levy impact and the history of the tax capacity rate. He commented that there was a drop in the tax rate in 2023. He said that the tax capacity rate relates to the valuation more than the spending. He summarized how the funds are spent in the operating and capital levies and debt service levies. He said that Public Safety was one of the largest expenditures. He reviewed 2026 increases, including elections, Community Development wages and benefits, police wages and benefits, information technology, and utilities.

Councilmember Erickson asked about the budget item for compost and if it was to help deal with dead ash trees. Public Works Director Adams said that they spent half of \$25,000 in 2025 to deal with ash trees.

Mayor Roberts said that it made sense how Hugo did their budgeting. He said that he struggled with the ten-year plan because you could make changes now based on the economy, but it might impact things down the road.

Councilmember Erickson said he remembered those conversations when home values increased, and residents did not feel richer. He said it would have jumped the tax bill if they had maintained the levy at that time. He stated he appreciated the number of people who responded to the survey, but it shows that no one wants to see their taxes increase, but they do want to support police and fire. This is a large part of the budget increase for this year.

Councilmember Larson said that the City Council was trying to do the best they could with what they had.

Mayor Roberts said that this was the high point, but they should try to see if there are ways to decrease the budget. He invited residents to provide input.

City Administrator Statz encouraged residents to share input and stated it was helpful to receive the comments earlier rather than later.

Motion: Councilmember Erickson made a Motion to Approve the 2026 Preliminary Tax Levy as proposed at \$18,404,301 and approve the Truth in Taxation meeting date as presented. Motion seconded by Councilmember Valento. Motion carried 5-0.

c) Parks Plan Consulting Services Proposal – Dave Adams

Public Works Director Adams reviewed the history of the Parks Master Plan, which serves as a guiding document for City Staff, Park and Recreation Commission, and City Council, to help



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navigate land development and prioritize recreation facilities.

City Administrator Statz stated that the study helped justify the park dedication fee, so that it was aligned with the plan.

Mayor Roberts said he often got weary when it was study after study, but it made sense about the need.

Motion: Councilmember Valento made a Motion to Approve the Parks System Plan Services from Bolton and Menk for \$55,800.

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

9. Discussion

a) None

10. Staff Updates

11. Mayor and City Council Updates

Chief Peterson said that Sergeant Jake Ayers was retiring on September 30 after 31.5 years with the Forest Lake Police Department. He thanked him for his service.

Community Development Director Wittman discussed the draft agreement with Washington County's CDA to disperse the City's funding of the Local Affordable Housing Aid Dollars. She said that they were doing interviews for additional positions in the Community Development department. She stated that the State's Planning Association Conference, so there might be a gap in services for a couple of days.

Finance Director Larkin encouraged any residents to reach out with questions about the preliminary tax levy.

City Administrator Statz thanked the City Council for their support and increased staffing. He said that there is positive energy in the office.

12. Closed Session Pursuant to Minn. Stat. 13D.05, subd. 3(b) as permitted by attorney-client privilege to discuss obtaining administrative warrants against PIDs 09.032.21.43.0017 and 10.032.21.41.0022

Motion: Councilmember Erickson made a Motion to Move into Closed Session Pursuant to Minnesota Statutes §13D.05 Subdivision 3(b) for as permitted by attorney-client privilege to discuss obtaining administrative warrants against PIDs 09.032.21.43.0017 and 10.032.21.41.0022.



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

The Regularly Scheduled Council Meeting reconvened at 7:32 PM p.m.

13. Adjourn

Motion: Councilmember Valento made a Motion to Adjourn the Regularly Scheduled Council Meeting at 7:34 PM p.m.

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

STAFF REPORT

MEETING DATE: October 13, 2025

STAFF ORIGINATOR: Jolleen Chaika, Assistant City Administrator

AGENDA ITEM: Hiring Recommendation: Building Official

INTRODUCTION:

Since the departure of the City's last Building Official in July 2024, the City has contracted SAFEbuilt (formerly MNSPEC) to act as our building official and to assist with building inspections as needed. After a lengthy posting period and review of numerous applications, the City interviewed and has extended a conditional offer of employment to Jason Wagner.

ANALYSIS:

After thorough consideration of Mr. Wagner's experience, qualifications, interview performance, and reference feedback, staff recommends Jason Wagner for appointment to the position of Building Official.

Mr. Wagner has served as the Building Official for the City of Wayzata since 2018. Prior to that appointment, he was employed as a Building Inspector with the same city and also brings private-sector experience in the construction trades. His background demonstrates a strong technical foundation and substantial municipal inspection experience.

The conditional offer proposes appointment at Grade 14, Step 4 of the MAPE wage schedule. The offer also includes a starting bank of 56 hours of vacation and 40 hours of sick leave and vacation accrual credit equivalent to 11 years of service, in recognition of his prior qualified public service and related professional experience.

RECOMMENDATION:

Staff recommends Council move to approve the conditional offer of employment to Jason Wagner for the position of Building Official.

ATTACHMENTS:

None.

STAFF REPORT

MEETING DATE: October 13, 2025

STAFF ORIGINATOR: Jolleen Chaika, Assistant City Administrator

AGENDA ITEM: Promotional Recommendation: Police Sergeant

INTRODUCTION:

Sergeant Jake Ayers recently retired from the City of Forest Lake Police Department after 31 years of service. Upon notice of Sgt. Ayer's retirement, FLPD initiated the Police Sergeant Promotional Process and this recommendation follows the completion of that process.

ANALYSIS:

Officer Tom Cockburn has been employed with the City of Forest Lake Police Department since November 2011, serving as a Patrol Officer. He currently fulfills additional duties as a School Resource Officer and a member of the Mobile Field Force and previously served with the Wyoming Police Department.

Officer Cockburn voluntarily participated in the City's Police Sergeant Promotional Process, which consisted of the following components:

- Submission of a letter of interest
- Completion of a DISC management profile
- Interview with an external panel comprised of law enforcement professionals from neighboring jurisdictions
- Interview with Chief Peterson and Captain Hanegraaf

Following successful completion of the promotional process, a conditional offer of promotion has been extended to Officer Cockburn for the position of Police Sergeant, effective October 14, 2025, at Grade 3 of the LELS #326 pay schedule. Officer Cockburn will also continue to receive longevity compensation previously earned at six (6) and ten (10) years of service.

RECOMMENDATION:

Staff recommends Council move to approve the promotion of Tom Cockburn from Police Officer to Police Sergeant per the conditional offer above.

ATTACHMENTS:

None.

STAFF REPORT

MEETING DATE: October 13, 2025

STAFF ORIGINATOR: Jolleen Chaika, Assistant City Administrator

AGENDA ITEM: Hiring Recommendation: Police Officer

INTRODUCTION:

To fill previously vacated patrol positions, the City of Forest Lake Police Department was accepting rolling applications for the position of Police Officer.

ANALYSIS:

On September 2, 2025, staff conducted interviews to fill one of the police officer vacancies. Following a successful interview and a thorough review of application materials, Police Chief Peterson made a conditional offer of employment to Ashley Lewerenz, contingent upon successful completion of a background investigation, medical examination, and psychological examination; then, further contingent upon Council approval. Ms. Lawerenz has successfully completed all examinations.

Ms. Lewerenz has been employed at the Sherburne County Sheriff's Office since 2022: First, as a Correctional Officer in the Sherburne County Jail, then as a Transport Deputy supporting the Court and Sheriff's Office in transportation of inmates to and from the jail to the Courthouse and various medical appointments.

The conditional offer proposes appointment at Step 1 of the LELS #111 wage schedule. The offer also includes a starting bank of 20 hours of vacation and 20 hours of sick leave.

RECOMMENDATION:

Staff recommends Council move to approve the conditional offer of employment to Ashley Lewerenz for Police Officer.

ATTACHMENTS:

None.

STAFF REPORT

MEETING DATE: October 13, 2025

STAFF ORIGINATOR: Jolleen Chaika, Assistant City Administrator

AGENDA ITEM: Hiring Recommendation: Maintenance-Equipment Operator I

INTRODUCTION:

In advance of the upcoming retirement of Dennis Ziehl, the Public Works Department initiated a recruitment process to fill the pending vacancy. This hiring recommendation follows.

ANALYSIS:

Following review of over 30 applications, staff conducted interviews with six (6) well-qualified candidates for the Maintenance-Equipment Operator I position. After consideration of the experience, qualifications, and interview performance of all candidates, staff extended a conditional offer of employment to Christopher Larson.

Mr. Larson has served the City of St. Paul since 2021 as a Forestry Arborist, Parks Worker 2, and most recently Parks Worker 3. He is a certified arborist and holds a valid Class A CDL.

The conditional offer proposes appointment at Grade 5, Step 3 of the 49ers wage schedule. The offer also includes a starting bank of 40 hours of vacation.

RECOMMENDATION:

Staff recommends Council move to approve the conditional offer of employment to Christopher Larson for the position of Maintenance/Equipment Operator I contingent upon successful background check and pre-employment drug screening.

ATTACHMENTS:

None.

STAFF REPORT

MEETING DATE: October 13, 2025

STAFF ORIGINATOR: Jolleen Chaika, Assistant City Administrator

AGENDA ITEM: Hiring Recommendation: Planner

INTRODUCTION:

Since the departure of the City's last Planner, the City has contracted Bolten & Menk to provide planning and zoning administration services while actively recruiting to fill this vacancy. This hiring recommendation follows that recruitment process.

ANALYSIS:

Following review of nearly 10 qualified applications, staff conducted interviews with three well-qualified candidates. After thorough consideration of experience, qualifications, interview performance, and reference feedback, staff recommends Michael Birchland for appointment to the position of Planner.

Mr. Birchland has served as a planner for Palm Beach County, Florida since March, 2020;. Prior to that appointment, he was employed as a Zoning Technician with the same County and also brings private-sector experience in zoning compliance. His background demonstrates a strong technical foundation.

The conditional offer proposes appointment at Grade 9, Step 2 of the AFSCME wage schedule. The offer also includes a starting bank of 40 hours of vacation.

RECOMMENDATION:

Staff recommends Council move to approve the conditional offer of employment to Michael Birchland for the position of Planner contingent upon successful background check.

ATTACHMENTS:

None.

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

RESOLUTION NO. 10-13-25-01

RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL

WHEREAS, the City of Forest Lake is in possession of the following equipment or property which is no longer needed for public service and can be offered for sale and/or disposal or donation pursuant to the terms of Minnesota Statutes, Sections 417.345, 412.211, and 471.64:

ZOLL AUTOMATED EXTERNAL DEFIBRILLATOR (AED) PLUS:

Serial Number

X06I09621L

X06I096495

X09A188694

X06I095996

X07E113493

NOW THEREFORE, be it resolved by the City Council of the City of Forest Lake Minnesota, as follows

1. The equipment or property listed above is declared surplus and is authorized to be sold, donated, or otherwise disposed of pursuant to the provisions of Minnesota Statutes, Sections 471.345, 412.211, and 471.64.
2. City staff are authorized to take the necessary actions to dispose of the equipment or property listed above.

Adopted in the regular session of the City Council the 13th day of October, 2025.

CITY OF FOREST LAKE

By: _____

Blake Roberts
Mayor

Attest: _____

Jolleen Chaika
Assistant City Administrator/Clerk

CITY OF FOREST LAKE
WASHINGTON COUNTY, MINNESOTA

RESOLUTION NO. 10-13-25-02

RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL

WHEREAS, the City of Forest Lake is in possession of the following equipment or property which is no longer needed for public service and can be offered for sale and/or disposal or donation pursuant to the terms of Minnesota Statutes, Sections 417.345, 412.211, and 471.64:

2001 Ford F350 Brush Truck - Vin #: 1FTSF31L51EC75174 2004
Ford F350 Brush Truck - Vin #: 1FTWW31Y75EA84746 2012
Chevy Tahoe - Vin #: 1GNSK2E03CR266899

NOW THEREFORE, be it resolved by the City Council of the City of Forest Lake Minnesota, as follows

1. The equipment or property listed above is declared surplus and is authorized to be sold, donated, or otherwise disposed of pursuant to the provisions of Minnesota Statutes, Sections 471.345, 412.211, and 471.64.
2. City staff are authorized to take the necessary actions to dispose of the equipment or property listed above.

Adopted in the regular session of the City Council the 13th day of October, 2025.

CITY OF FOREST LAKE

By: _____
Blake Roberts
Mayor

Attest: _____
Jolleen Chaika
Assistant City Administrator/Clerk

**Office of Engineering**

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

September 23, 2025

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

RE: Contractor's Request for Payment No. 27 (Final Payment)
Water Treatment Plant No. 4

Dear Mayor and Council:

We recommend the council approve Contractor's Pay Request No. 27 and pay \$15,000.00 to Municipal Builders, Inc., for the services and materials they provided on the above-referenced project. The request includes the release of the remaining retainage following correction of a pavement drainage issue that was completed this Spring, along with minor punch list items.

The Contractor has provided the following documentation in support of this request:

- Consent Surety to Final Payment
- Contractor Withholding Affidavit (IC-134)
- Lien Waivers

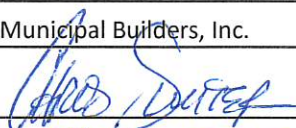
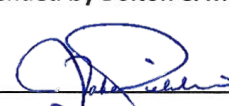
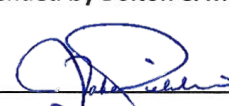
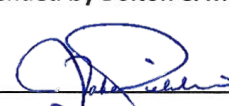
Please call me at 612-597-7140 if you have any questions or concerns regarding this Contractor's payment request.

Sincerely,

Ryan J. Goodman, P.E.
City Engineer

Enclosures: Contractor's Pay Request No. 27

Contractor's Application for Payment

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|--|---|--------------|--------------------------------|----|------------|---|----|--------------|--|----|--------------|--------------|--|--|------------------------------------|----|---|--------------------------------------|----|---|--|----|---|--|----|--------------|---------------------------|----|--------------|--------------------------------|----|-----------|---|----|---|
| Owner: <u>City of Forest Lake</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Municipal Builders, Inc.</u> Project: <u>Water Treatment Plan No. 4</u> Contract: _____ | Owner's Project No.: _____ Engineer's Project No.: <u>N13.120880</u> Agency's Project No.: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application No.: <u>27</u> Application Date: <u>6/11/2025</u> Application Period: From <u>2/21/2025</u> to <u>6/11/2025</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 10%; text-align: center;">\$</td> <td style="width: 30%; text-align: right;">8,479,757.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">275,565.12</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">8,755,322.12</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">8,755,322.12</td> </tr> <tr> <td>5. Retainage</td> <td></td> <td></td> </tr> <tr> <td> a. _____ X \$ _____ Work Completed</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td> b. _____ X \$ _____ Stored Materials</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">8,755,322.12</td> </tr> <tr> <td>7. Less previous payments</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">8,740,322.12</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">15,000.00</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: center;">\$</td> <td style="text-align: right;">-</td> </tr> </table> | | 1. Original Contract Price | \$ | 8,479,757.00 | 2. Net change by Change Orders | \$ | 275,565.12 | 3. Current Contract Price (Line 1 + Line 2) | \$ | 8,755,322.12 | 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | 8,755,322.12 | 5. Retainage | | | a. _____ X \$ _____ Work Completed | \$ | - | b. _____ X \$ _____ Stored Materials | \$ | - | c. Total Retainage (Line 5.a + Line 5.b) | \$ | - | 6. Amount eligible to date (Line 4 - Line 5.c) | \$ | 8,755,322.12 | 7. Less previous payments | \$ | 8,740,322.12 | 8. Amount due this application | \$ | 15,000.00 | 9. Balance to finish, including retainage (Line 3 - Line 4) | \$ | - |
| 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) | \$ | 8,755,322.12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. Retainage | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a. _____ X \$ _____ Work Completed | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b. _____ X \$ _____ Stored Materials | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ | 8,755,322.12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. Less previous payments | \$ | 8,740,322.12 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. Amount due this application | \$ | 15,000.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. Balance to finish, including retainage (Line 3 - Line 4) | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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> Name: <u>CHRIS SLUITER</u> | Date: <u>6-11-25</u> Title: <u>SR. PROJECT MGR</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Recommended by Bolton & Menk, Inc. By: <u></u> Name: <u>Jake R. Pichelmann, P.E.</u> Title: <u>Project Manager</u> Date: <u>09-23-2025</u> </td> <td style="width: 50%; vertical-align: top;"> Approved by Forest Lake By: _____ Name: _____ Title: _____ Date: _____ </td> </tr> </table> | | Recommended by Bolton & Menk, Inc. By: <u></u> Name: <u>Jake R. Pichelmann, P.E.</u> Title: <u>Project Manager</u> Date: <u>09-23-2025</u> | Approved by Forest Lake By: _____ Name: _____ Title: _____ Date: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recommended by Bolton & Menk, Inc. By: <u></u> Name: <u>Jake R. Pichelmann, P.E.</u> Title: <u>Project Manager</u> Date: <u>09-23-2025</u> | Approved by Forest Lake By: _____ Name: _____ 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.: | 27 | Application Period: | From | 02/21/25 | to | 06/11/25 | Application Date: | 06/11/25 |
| 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 | 8,479,757.00 | | | 8,479,757.00 | 100.0% | - |
| | | | | | | - | | - |
| | | | | | | - | | - |
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| | | | | | | - | | - |
| | | | | | | - | | - |
| | | | | | | - | | - |
| Original Contract Totals | | \$ 8,479,757.00 | \$ 8,479,757.00 | \$ - | \$ - | \$ 8,479,757.00 | 100.0% | \$ - |

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.: | 27 | Application Period: | From | 02/21/25 | to | 06/11/25 | Application Date: | 06/11/25 | |
| 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 | \$ 8,755,322.12 | \$ - | \$ - | \$ 8,755,322.12 | 100.0% | \$ - | |

**CONSENT OF SURETY
TO FINAL PAYMENT**

G707

(Instructions on reverse side)

OWNER _____
ARCHITECT _____
CONTRACTOR _____
SURETY _____
OTHER _____

⁴³
AIA DOCUMENT

Bond No.: 54-242577

TO (OWNER)
(Name and address)

ARCHITECT'S PROJECT NO:

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

PROJECT: Construction of Water Treatment Plant No. 4 - Forest Lake, MN
(Name and address)

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety)

United Fire & Casualty Company
118 Second Ave SE

Cedar Rapids, IA 52407-3909
on bond of
(here insert name and address of Contractor)

Municipal Builders, Inc.
7900 Old Viking Blvd
Nowthen, MN 55303

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of
any of its obligations to
(here insert name and address of Owner)

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

as set forth in the said Surety Company's bond.

SURETY,

CONTRACTOR,

OWNER,

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 13th day of November , 2024 (Insert
in writing the month following by the numeric date and year)

Attest:
Seal

Rita Carlson



United Fire & Casualty Company

Surety Company

John C Klein

Signature of Authorized Representative

Title

John C. Klein, Attorney-in-Fact



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CHASE STONEBACK, CHRISTINE SCOTT, JOHN C. KLEIN, KARLA DEUTSCH-HUNT, KERRI HATTON-RUDNIK, LYNN DVERGSTEN, RITA CARLSON, STEPHEN M. KLEIN, STEWART YOO, JONATHAN LUCAS, DANIELLE HERNANDEZ, CHRIS HOVDEN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of March, 2024

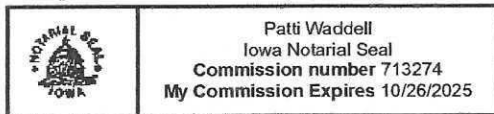


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 19th day of March, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 13th day of November, 2024.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|-------------------------|
| Confirmation Number: | 0-854-317-280 |
| Submitted Date and Time: | 14-Nov-2024 10:54:05 AM |
| Legal Name: | MUNICIPAL BUILDERS INC |
| Federal Employer ID: | 41-1745952 |
| User Who Submitted: | j.wegner |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|--------------------------|-------------------------------------|
| Affidavit Number: | 1701171200 |
| Minnesota ID: | 1057467 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | 519 |
| Project Begin Date: | 01-May-2022 |
| Project End Date: | 14-Nov-2024 |
| Project Location: | 6195210TH ST N FOREST LAKE MN 55025 |
| Project Amount: | \$8,753,584.86 |

Subcontractor Summary

| Name | ID | Affidavit Number |
|----------------------------------|---------|------------------|
| HARBOR CITY MASONRY INC | 3294884 | 235687936 |
| NORTH TECH CONSTRUCTION INC | 2181303 | 341528576 |
| TRITON STEEL LLC | 4930349 | 1556434944 |
| PARK CONSTRUCTION CO | 8139310 | 774328320 |
| RIGHT WAY CAULKING INC | 5462661 | 675336192 |
| DRYDEN EXCAVATING INC | 5441365 | 472600576 |
| WL HALL CO | 6882796 | 1415630848 |
| GREAT NORTHERN LANDSCAPES INC | 1860071 | 1112231936 |
| JJJC LLC | 2267943 | 1134514176 |
| OLEARY MECHANICAL INSULATION INC | 2789256 | 2066534400 |
| NORTHERN PLUMBING TECH INC | 3766606 | 1357959168 |
| VINCO INC | 3223471 | 1490341888 |
| HEINEMAN PAINTING INC | 3760718 | 67227648 |
| WELLS CONCRETE PRODUCTS CO | 8536685 | 594071552 |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|-------------------------|
| Confirmation Number: | 1-994-515-040 |
| Submitted Date and Time: | 19-Jun-2023 3:00:52 PM |
| Legal Name: | HARBOR CITY MASONRY INC |
| Federal Employer ID: | 41-1515687 |
| User Who Submitted: | dianneanderson |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|---------------------|---------------------|
| Affidavit Number: | 235687936 |
| Minnesota ID: | 3294884 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | 2022-05 |
| Project Begin Date: | 03-Jan-2023 |
| Project End Date: | 12-Feb-2023 |
| Project Location: | FOREST LAKE WTP4 |
| Project Amount: | \$40,420.00 |
| Subcontractors: | No Subcontractors |

Important Messages

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|-----------------------------|
| Confirmation Number: | 2-107-362-912 |
| Submitted Date and Time: | 12-Oct-2023 3:14:14 PM |
| Legal Name: | NORTH TECH CONSTRUCTION INC |
| Federal Employer ID: | 41-1915402 |
| User Who Submitted: | Teresa Murray |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|--------------------------|--|
| Affidavit Number: | 341528576 |
| Minnesota ID: | 2181303 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | 519-3207 |
| Project Begin Date: | 15-Dec-2022 |
| Project End Date: | 30-Jun-2023 |
| Project Location: | 6195 210TH STREET N FOREST LAKE MN 55025 |
| Project Amount: | \$147,267.50 |
| Subcontractors: | No Subcontractors |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.


[< History](#)
Contractor Affidavit

TRITON STEEL LLC
81-4351231

Completed

Confirmation #
1-774-063-968
Submitted 27-Nov-2023 05:06:06 PM by
Jennifer Marie Schnagl
Completed 27-Nov-2023 05:06:06 PM

Contractor Affidavit

Info

Work

Work Details

Hiring Party

Hi

Contractor Information

| | |
|------------------|------------------|
| Affidavit Number | 1556434944 |
| Contact Name | Jennifer Schnagl |
| Contact Phone | (605) 660-2513 |
| Minnesota ID | 4930349 |

Project Information

| | |
|-----------------------|--|
| Project Number | 519 |
| Project Dates | Jun-2022 to Nov-2022 |
| Project Owner | CITY OF FOREST LAKE |
| Project Owner Address | 1408 LAKE STREET SOUTH FOREST LAKE MN 55025 |



Who Worked

My Employees Yes

My Subcontractors None

Other Owner/Operators also worked on the

Hiring Party

Hiring Party MUNICIPAL BUILDERS INC

Hiring Party Address 7900 OLD VIKING BLVD
NOWTHEN MN 55303



[Contact Us](#)

[Taxpayer Rights](#)

[Privacy & Security](#)

[Use of Information](#)

[Link Policy](#)



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|------------------------|
| Confirmation Number: | 1-412-927-840 |
| Submitted Date and Time: | 6-Dec-2023 11:18:14 AM |
| Legal Name: | PARK CONSTRUCTION CO |
| Federal Employer ID: | 41-0466820 |
| User Who Submitted: | cburke |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|--------------------------|---------------------|
| Affidavit Number: | 774328320 |
| Minnesota ID: | 8139310 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | 22321 519-3204 |
| Project Begin Date: | 10-Jun-2023 |
| Project End Date: | 31-Oct-2023 |
| Project Location: | FOREST LAKE |
| Project Amount: | \$56,900.24 |
| Subcontractors: | No Subcontractors |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

From: jamie rightwaycaulking.com <jamie@rightwaycaulking.com>
Sent: Thursday, December 7, 2023 8:40 AM
To: Chris Sluiter
Subject: FL WTP - FW: Your Recent Contractor Affidavit Request
Attachments: MUNICIPAL waiver 12 7 23.pdf

Below is the IC134 and attached is the waiver

Thanks
jamie

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Thursday, December 7, 2023 8:38 AM
To: jamie rightwaycaulking.com <jamie@rightwaycaulking.com>
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|------------------------|
| Confirmation Number: | 1-440-469-344 |
| Submitted Date and Time: | 7-Dec-2023 8:37:46 AM |
| Legal Name: | RIGHT WAY CAULKING INC |
| Federal Employer ID: | 41-1335250 |
| User Who Submitted: | stickygun |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|--------------------------|----------------------------------|
| Affidavit Number: | 675336192 |
| Minnesota ID: | 5462661 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | 1 |
| Project Begin Date: | 15-Feb-2023 |
| Project End Date: | 30-Sep-2023 |
| Project Location: | 6195 210TH ST N, FOREST LAKE, MN |
| Project Amount: | \$12,418.00 |
| Subcontractors: | No Subcontractors |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.



MN e-Services



< History

Contractor Affidavit

DRYDEN EXCAVATING INC

41-2006795

Completed

Confirmation #
0-630-313-312

Submitted 06-Dec-2023 02:31:59 PM by Dryden
Excavating, Inc

Completed 06-Dec-2023 02:32:00 PM

Contractor Affidavit

- or Info

Project Info

Work

Hiring Party

Hiring Party Details

Contractor Information

| | |
|------------------|----------------|
| Affidavit Number | 472600576 |
| Contact Name | Missy Dryden |
| Contact Phone | (763) 753-7784 |
| Minnesota ID | 5441365 |

Project Information

| | |
|-----------------------|--|
| Project Number | JN-22-3 |
| Project Dates | May-2022 to Oct-2023 |
| Project Owner | CITY OF FOREST LAKE |
| Project Owner Address | 1408 LAKE ST SOUTH FOREST LAKE MN 55025 |

Who Worked

| | |
|-------------------|-----|
| My Employees | Yes |
| My Subcontractors | |

Hiring Party

| | |
|----------------------|-------------------------|
| Hiring Party | MUNICIPAL BUILDERS INC |
| Hiring Party Address | 7900 OLD VIKING BLVD NW |



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|------------------------|
| Confirmation Number: | 1-571-336-544 |
| Submitted Date and Time: | 13-Dec-2023 2:05:00 PM |
| Legal Name: | W L HALL CO |
| Federal Employer ID: | 41-1270762 |
| User Who Submitted: | kmcgarrity |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|---------------------|---------------------|
| Affidavit Number: | 1415630848 |
| Minnesota ID: | 6882796 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | 519-3226 |
| Project Begin Date: | 19-Jun-2023 |
| Project End Date: | 20-Oct-2023 |
| Project Location: | FOREST LAKE |
| Project Amount: | \$13,398.00 |
| Subcontractors: | No Subcontractors |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.

**Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|-------------------------------|
| Confirmation Number: | 1-972-203-872 |
| Submitted Date and Time: | 19-Dec-2023 9:16:01 AM |
| Legal Name: | GREAT NORTHERN LANDSCAPES INC |
| Federal Employer ID: | 41-1799544 |
| User Who Submitted: | Chester*1 |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|--------------------------|--|
| Affidavit Number: | 1112231936 |
| Minnesota ID: | 1860071 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | FOREST LAKE WWTP 4 |
| Project Begin Date: | 02-Oct-2023 |
| Project End Date: | 27-Oct-2023 |
| Project Location: | 6195 210TH STREET N FOREST LAKE MN 55025 |
| Project Amount: | \$23,435.00 |
| Subcontractors: | No Subcontractors |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|------------------------|
| Confirmation Number: | 1-305-703-776 |
| Submitted Date and Time: | 20-Feb-2024 3:28:40 PM |
| Legal Name: | JJJC LLC |
| Federal Employer ID: | 27-4203388 |
| User Who Submitted: | pk1778 |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|---------------------|---------------------|
| Affidavit Number: | 1134514176 |
| Minnesota ID: | 2267943 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | N13.120880 |
| Project Begin Date: | 01-Apr-2023 |
| Project End Date: | 25-Oct-2023 |
| Project Location: | 6195 210TH ST |
| Project Amount: | \$152,311.00 |
| Subcontractors: | No Subcontractors |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|----------------------------------|
| Confirmation Number: | 0-741-946-720 |
| Submitted Date and Time: | 21-Feb-2024 7:01:55 AM |
| Legal Name: | OLEARY MECHANICAL INSULATION INC |
| Federal Employer ID: | 46-1370805 |
| User Who Submitted: | oleary |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|---------------------|---------------------|
| Affidavit Number: | 2066534400 |
| Minnesota ID: | 2789256 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | UNKOWN |
| Project Begin Date: | 18-Dec-2023 |
| Project End Date: | 14-Feb-2024 |
| Project Location: | FOREST LAKE WTP# 4 |
| Project Amount: | \$7,000.00 |
| Subcontractors: | No Subcontractors |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|----------------------------|
| Confirmation Number: | 1-580-807-520 |
| Submitted Date and Time: | 21-Feb-2024 8:16:58 AM |
| Legal Name: | NORTHERN PLUMBING TECH INC |
| Federal Employer ID: | 41-1909336 |
| User Who Submitted: | enebben18 |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|---------------------|---------------------|
| Affidavit Number: | 1357959168 |
| Minnesota ID: | 3766606 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | WTP #4 |
| Project Begin Date: | 01-Nov-2022 |
| Project End Date: | 01-Feb-2024 |
| Project Location: | FOREST LAKE |
| Project Amount: | \$147,500.00 |
| Subcontractors: | No Subcontractors |

Important Messages

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Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|-------------------------|
| Confirmation Number: | 1-705-106-272 |
| Submitted Date and Time: | 24-May-2024 10:19:07 AM |
| Legal Name: | VINCO INC |
| Federal Employer ID: | 41-1874693 |
| User Who Submitted: | vincoinc |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|---------------------|--------------------------------------|
| Affidavit Number: | 1490341888 |
| Minnesota ID: | 3223471 |
| Project Owner: | FOREST LAKE WATER TREATMENT PLANT #4 |
| Project Number: | 2240-223018 |
| Project Begin Date: | 15-Aug-2022 |
| Project End Date: | 29-Mar-2024 |
| Project Location: | FOREST LAKE, MN |
| Project Amount: | \$1,170,866.06 |
| Subcontractors: | No Subcontractors |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|-------------------------|
| Confirmation Number: | 0-526-663-520 |
| Submitted Date and Time: | 15-Aug-2024 11:39:40 AM |
| Legal Name: | HEINEMAN PAINTING INC |
| Federal Employer ID: | 41-1566882 |
| User Who Submitted: | heinepaint |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|---------------------|---------------------|
| Affidavit Number: | 67227648 |
| Minnesota ID: | 3760718 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | 519-3208 |
| Project Begin Date: | 15-Mar-2023 |
| Project End Date: | 31-Jul-2024 |
| Project Location: | FOREST LAKE WTP 4 |
| Project Amount: | \$123,982.00 |
| Subcontractors: | No Subcontractors |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|----------------------------|
| Confirmation Number: | 1-533-949-280 |
| Submitted Date and Time: | 21-Feb-2024 2:22:02 PM |
| Legal Name: | WELLS CONCRETE PRODUCTS CO |
| Federal Employer ID: | 41-0778596 |
| User Who Submitted: | wc8536685 |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|---------------------|-----------------------|
| Affidavit Number: | 594071552 |
| Minnesota ID: | 8536685 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | 7692 |
| Project Begin Date: | 01-May-2022 |
| Project End Date: | 31-Dec-2023 |
| Project Location: | FOREST LAKE, MN 55025 |
| Project Amount: | \$636,515.00 |

Subcontractor Summary

| Name | ID | Affidavit Number |
|-------------------------------------|---------|------------------|
| BOBS SPARKLE WASH & MASONRY DIV INC | 1895667 | 800378880 |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

| | |
|----------------------------|-------------------------------------|
| Confirmation Number: | 0-533-591-392 |
| Submitted Date and Time: | 21-Feb-2024 2:02:29 PM |
| Legal Name: | BOBS SPARKLE WASH & MASONRY DIV INC |
| Federal Employer ID: | 41-1733462 |
| User Who Submitted: | cwaltersBSW |
| Type of Request Submitted: | Contractor Affidavit |

Affidavit Summary

| | |
|---------------------|--|
| Affidavit Number: | 800378880 |
| Minnesota ID: | 1895667 |
| Project Owner: | CITY OF FOREST LAKE |
| Project Number: | 7692 |
| Project Begin Date: | 07-Mar-2023 |
| Project End Date: | 25-Oct-2023 |
| Project Location: | 6195 210TH STREET N, FOREST LAKE, MN 55025 |
| Project Amount: | \$5,075.95 |
| Subcontractors: | No Subcontractors |

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 11/14/24.

The undersigned hereby acknowledges receipt of the sum of \$ 8,664,821.41.

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 88,763.45 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

City of Forest Lake, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

Municipal Builders, Inc.

By Jessica E. Wegner
JESSICA E WEGNER
CFO/TREASURER
(Title)

7900 Old Viking Blvd NW

(Address)

Nowthen, MN 55303

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 6/12/23

The undersigned hereby acknowledges receipt of the sum of \$ 38,399.00.

CHECK ONLY ONE

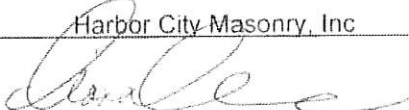
- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 2,021.00 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

City of Forest Lake, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

Harbor City Masonry, Inc
 By 
 VP
 (Title)
 310 South Central Avenue
 (Address)
 Duluth, MN 55110

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 8/8/23.

The undersigned hereby acknowledges receipt of the sum of \$ 139,904.12.

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 7,363.38 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

City of Forest Lake, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

North Tech Construction, Inc

By John Murray _____

President

(Title)

39605 Grand Ave

(Address)

North Branch, MN 55056

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 6/12/23.

The undersigned hereby acknowledges receipt of the sum of \$ 71,938.70.

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 3,794.55 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)


Forest Lake WTP #4

City of Forest Lake, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

Triton Steel, LLC

By 

Jennifer Schnagl, President
(Title)

5010 126th St. N
(Address)

White Bear Lake, MN 55110

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 12/5/23

The undersigned hereby acknowledges receipt of the sum of \$ 54,055.22

CHECK ONLY ONE

1) as partial payment for labor, skill and material furnished.

XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 2,845.01 retainage or holdback)

3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

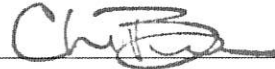
City of Forest Lake, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

Park Construction Co.

By



Chris
(Title)

1481 81st Ave. NE

(Address)

Minneapolis, MN 55432

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 12/5/23

The undersigned hereby acknowledges receipt of the sum of \$ 11,797.09

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 620.91 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

City of Forest Lake, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

Right Way Caulking

By

Jamie Kean
office manager
(Title)

1135 73rd Avenue NE

(Address)

Fridley, MN 55432

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 12/5/23.

The undersigned hereby acknowledges receipt of the sum of \$ 754,304.68.

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 39,700.24 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

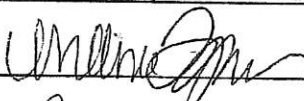
City of Forest Lake, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

Dryden Excavating

By



Controller

(Title)

6700 Viking Blvd

(Address)

Andover, MN 55303

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 12/5/23.

The undersigned hereby acknowledges receipt of the sum of \$ 12,728.10.

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 669.90 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

City of Forest Lake, MN

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

WL Hall

By _____

Vice President

(Title)

530 15th Ave S

(Address)

Hopkins, MN 55343

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 12/15/23

The undersigned hereby acknowledges receipt of the sum of \$ 22,263.25

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 1,171.75 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

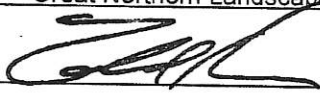
Forest Lake WTP #4

City of Forest Lake, MN

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NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

Great Northern Landscapes

By  _____

Todd Kleven - President

(Title)

19720 Iguana ST. NW

(Address)

Elk River, MN 55303

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 2/20/24.

The undersigned hereby acknowledges receipt of the sum of \$ 144,695.45.

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 7,615.55 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

City of Forest Lake, MN

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NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

JJJC, LLC

By

Pete J. Juran

Owner

(Title)

7964 Brooklyn Blvd #162

(Address)

Brooklyn Park, MN 55303

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 2/20/24

The undersigned hereby acknowledges receipt of the sum of \$ 6,441.00

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 339.00 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

City of Forest Lake, MN

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NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

O' Leary Mechanical Insulation, Inc.

By

Kevin O'Leary

President

(Title)

7958 County Road 2

(Address)

Rice, MN 55367

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 2/20/24.

The undersigned hereby acknowledges receipt of the sum of \$ 142,832.50.

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 7,517.50 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

City of Forest Lake, MN

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NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

Northern Plumbing Tech

By *PHILLIP*

PRESIDENT

(Title)

16376 230th Ave NW

(Address)

Elk River, MN 55330

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 2/20/24.

The undersigned hereby acknowledges receipt of the sum of \$ 604,689.24.

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 31,825.76 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

City of Forest Lake, MN

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Wells Concrete

By Stacy Schwantz

AR

(Title)

9060 Zachary Lane N, Suite 101

(Address)

Maple Grove, MN 55369

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 5/24/24.

The undersigned hereby acknowledges receipt of the sum of \$ 1,080,972.58.

CHECK ONLY ONE

- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 89,893.48 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

City of Forest Lake, MN

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NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

Vinco, Inc.

By

Mark Annala

Vice President

(Title)

18995 Forest Blvd, PO. Box 907

(Address)

Forest Lake, MN 55025

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 05/24/24.

The undersigned hereby acknowledges receipt of the sum of \$ 104,500.00.

CHECK ONLY ONE

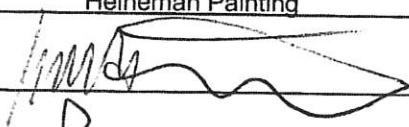
- 1) as partial payment for labor, skill and material furnished.
- XX 2) as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 19,251.30 retainage or holdback)
- 3) as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name.)

Forest Lake WTP #4

City of Forest Lake, MN

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NOTE: *If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.*

Heineman Painting
By 
PRESIDENT
(Title)
135 323rd Ln NW
(Address)
Cambridge, MN 55008

**Office of Engineering**

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

September 29, 2025

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

RE: Contractor's Request for Payment No. 1
Veteran's Memorial – Lakeside Park

Dear Mayor and Council:

We recommend the council approve Contractor's Request for Payment No.1 and pay \$218,438.44 to Pember Companies Inc. for the services they provided on the above referenced project. This estimate also includes 5% retainage.

The contractor has completed the removals and realignment of the sanitary service and watermain. Contractor has also poured monument and sentry footings as well and is prepping for the sidewalk.

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

Sincerely,

Ryan J. Goodman, P.E.
City Engineer

Enclosures: Contractor's Request for Payment No. 1

Contractor's Application for Payment

| | |
|--|---|
| Owner: <u>City of Forest Lake</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Pember Companies, Inc.</u> Project: <u>Veteran's Memorial - Lakeside Park</u> Contract: _____ | Owner's Project No.: _____ Engineer's Project No.: <u>25X.138362</u> Agency's Project No.: _____ |
| Application No.: <u>1</u> Application Date: <u>9/29/2025</u> Application Period: From <u>9/8/2025</u> to <u>9/26/2025</u> | |

| | | | | |
|--|--|--|--|---------------|
| 1. Original Contract Price | | | | \$ 562,769.50 |
| 2. Net change by Change Orders | | | | \$ - |
| 3. Current Contract Price (Line 1 + Line 2) | | | | \$ 562,769.50 |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | | | | \$ 229,935.20 |
| 5. Retainage | | | | |
| a. 5% X \$ 229,935.20 Work Completed | | | | \$ 11,496.76 |
| b. _____ X \$ - Stored Materials | | | | \$ - |
| c. Total Retainage (Line 5.a + Line 5.b) | | | | \$ 11,496.76 |
| 6. Amount eligible to date (Line 4 - Line 5.c) | | | | \$ 218,438.44 |
| 7. Less previous payments | | | | |
| 8. Amount due this application | | | | \$ 218,438.44 |
| 9. Balance to finish, including retainage (Line 3 - Line 4) | | | | \$ 332,834.30 |

Contractor's Certification

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

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

Contractor: Pember Companies, Inc.

Signature: _____

Date: _____

Name: _____

Title: _____

Recommended by Bolton & Menk, Inc.

Approved by City of Forest Lake

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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.: | 25X.138362 |
| Contractor: | Pember Companies, Inc. | Agency's Project No.: | |
| Project: | Veteran's Memorial - Lakeside Park | | |
| Contract: | | | |

| Application No.: 1 | | Application Period: From 09/08/25 to 09/26/25 | | Application Date: 09/29/25 | | | | | | | | | |
|-------------------------|---|---|-------|----------------------------|--------------------------------|----------------------------|-------------------------|---|--|--|--|--------------------------------|--------------------------------|
| 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) (\$) | | | | |
| SCHEDULE 1 - MUNICIPAL | | | | | | | | | | | | | |
| 1 | MOBILIZATION | 1.00 | LS | 46,150.00 | 46,150.00 | | - | 0.50 | 23,075.00 | | 23,075.00 | 50% | 23,075.00 |
| 2 | REMOVE CASTING AND RINGS | 1.00 | EA | 135.00 | 135.00 | | - | - | - | | - | | 135.00 |
| 3 | REMOVE TREE | 2.00 | EA | 900.00 | 1,800.00 | | - | 2.00 | 1,800.00 | | 1,800.00 | 100% | - |
| 4 | REMOVE GATE VALVE BOX | 1.00 | EA | 235.00 | 235.00 | | - | 1.00 | 235.00 | | 235.00 | 100% | - |
| 5 | SALVAGE AND REINSTALL BENCH | 7.00 | EA | 770.00 | 5,390.00 | | - | 3.00 | 2,310.00 | | 2,310.00 | 43% | 3,080.00 |
| 6 | REMOVE CONCRETE WALK | 410.00 | SY | 17.50 | 7,175.00 | | - | 522.00 | 9,135.00 | | 9,135.00 | 127% | (1,960.00) |
| 7 | REMOVE GROUND LIGHTING | 1.00 | LS | 700.00 | 700.00 | | - | 0.50 | 350.00 | | 350.00 | 50% | 350.00 |
| 8 | SALVAGE AND REINSTALL KIOSK | 1.00 | EA | 1,950.00 | 1,950.00 | | - | - | - | | - | | 1,950.00 |
| 9 | REMOVE SANITARY SEWER PIPE | 110.00 | LF | 13.00 | 1,430.00 | | - | 138.00 | 1,794.00 | | 1,794.00 | 125% | (364.00) |
| 10 | ABANDON WATER MAIN | 140.00 | LF | 11.00 | 1,540.00 | | - | 56.00 | 616.00 | | 616.00 | 40% | 924.00 |
| 11 | SALVAGE GRANITE PAVERS | 220.00 | SF | 19.25 | 4,235.00 | | - | 220.00 | 4,235.00 | | 4,235.00 | 100% | - |
| 12 | COMMON EXCAVATION (EV) (P) | 80.00 | CY | 73.50 | 5,880.00 | | - | 40.00 | 2,940.00 | | 2,940.00 | 50% | 2,940.00 |
| 13 | DEWATERING | 1.00 | LS | 500.00 | 500.00 | | - | 1.00 | 500.00 | | 500.00 | 100% | - |
| 14 | SUBGRADE PREPARATION | 450.00 | SY | 2.00 | 900.00 | | - | 450.00 | 900.00 | | 900.00 | 100% | - |
| 15 | STREET SWEEPER (WITH PICKUP BROOM) | 25.00 | HR | 175.00 | 4,375.00 | | - | 1.00 | 175.00 | | 175.00 | 4% | 4,200.00 |
| 16 | AGGREGATE BASE, CLASS 5 (SIDEWALK AND PAVERS) | 170.00 | TN | 57.00 | 9,690.00 | | - | - | - | | - | | 9,690.00 |
| 17 | REMOVE AND REPLACE IRRIGATION | 1.00 | LS | 10,000.00 | 10,000.00 | | - | 0.20 | 2,000.00 | | 2,000.00 | 20% | 8,000.00 |
| 18 | 4" PVC CLEANOUT | 4.00 | EA | 575.00 | 2,300.00 | | - | 4.00 | 2,300.00 | | 2,300.00 | 100% | - |
| 19 | 4" PVC PIPE SEWER | 138.00 | LF | 81.00 | 11,178.00 | | - | 138.00 | 11,178.00 | | 11,178.00 | 100% | - |
| 20 | CONNECT TO EXISTING SANITARY SEWER | 2.00 | EA | 1,000.00 | 2,000.00 | | - | 2.00 | 2,000.00 | | 2,000.00 | 100% | - |
| 21 | CONNECT TO EXISTING WATER MAIN | 2.00 | EA | 2,600.00 | 5,200.00 | | - | 2.00 | 5,200.00 | | 5,200.00 | 100% | - |
| 22 | 8" GATE VALVE AND BOX | 2.00 | EA | 4,215.00 | 8,430.00 | | - | 2.00 | 8,430.00 | | 8,430.00 | 100% | - |
| 23 | 8" PVC WATER MAIN, C900 DR18, W/TRACER WIRE | 110.00 | LF | 185.00 | 20,350.00 | | - | 110.00 | 20,350.00 | | 20,350.00 | 100% | - |
| 24 | DUCTILE IRON FITTINGS | 230.00 | LBS | 22.00 | 5,060.00 | | - | 222.00 | 4,884.00 | | 4,884.00 | 97% | 176.00 |
| 25 | SUPPLY AND ADJUST R-1642-B CASTING W/HDPE RINGS | 1.00 | EA | 1,580.00 | 1,580.00 | | - | - | - | | - | | 1,580.00 |
| 26 | 6" CONCRETE WALK | 3,610.00 | SF | 14.00 | 50,540.00 | | - | - | - | | - | | 50,540.00 |
| 27 | GRANITE BRICK PAVERS (WALKING SURFACE) | 180.00 | SF | 34.00 | 6,120.00 | | - | - | - | | - | | 6,120.00 |
| 28 | GRANITE BRICK PAVERS (SMALL) | 110.00 | SF | 34.00 | 3,740.00 | | - | - | - | | - | | 3,740.00 |
| 29 | GRANITE BRICK PAVERS (LARGE) | 350.00 | SF | 24.00 | 8,400.00 | | - | - | - | | - | | 8,400.00 |
| 30 | TRAFFIC CONTROL | 1.00 | LS | 3,500.00 | 3,500.00 | | - | 0.50 | 1,750.00 | | 1,750.00 | 50% | 1,750.00 |
| 31 | STABILIZED CONSTRUCTION EXIT | 1.00 | LS | 1,300.00 | 1,300.00 | | - | 0.50 | 650.00 | | 650.00 | 50% | 650.00 |
| 32 | STORM DRAIN INLET PROTECTION | 3.00 | EA | 140.00 | 420.00 | | - | 3.00 | 420.00 | | 420.00 | 100% | - |
| 33 | BIOLOGS | 330.00 | LF | 2.60 | 858.00 | | - | 532.00 | 1,383.20 | | 1,383.20 | 161% | (525.20) |
| 34 | COMMON TOPSOIL BORROW | 160.00 | CY | 85.00 | 13,600.00 | | - | - | - | | - | | 13,600.00 |
| 35 | SODDING | 950.00 | SY | 9.80 | 9,310.00 | | - | - | - | | - | | 9,310.00 |
| 36 | FURNISH AND INSTALL FLAGPOLE | 1.00 | EA | 10,500.00 | 10,500.00 | | - | - | - | | - | | 10,500.00 |
| | SCHEDULE 1 - MUNICIPAL TOTAL | | | | 266,471.00 | | - | | 108,610.20 | - | 108,610.20 | | 157,860.80 |
| SCHEDULE 2 - STRUCTURAL | | | | | | | | | | | | | |
| 37 | EXCAVATION SPECIAL (EV) (P) | 550.00 | CY | 52.00 | 28,600.00 | | - | 550.00 | 28,600.00 | | 28,600.00 | 100% | - |
| 38 | CENTER MEMORIAL FOUNDATION | 15.00 | CY | 3,900.00 | 58,500.00 | | - | 15.00 | 58,500.00 | | 58,500.00 | 100% | - |
| 39 | CENTER MEMORIAL SELECT BACKFILL | 10.00 | CY | 86.00 | 860.00 | | - | - | - | | - | | 860.00 |
| 40 | CAST STONE CAP - CENTER MEMORIAL | 1.00 | EA | 16,500.00 | 16,500.00 | | - | - | - | | - | | 16,500.00 |
| 41 | STONE VENEER | 100.00 | SF | 367.00 | 36,700.00 | | - | - | - | | - | | 36,700.00 |
| 42 | SENTRY FOUNDATIONS | 20.00 | CY | 2,825.00 | 56,500.00 | | - | 11.00 | 31,075.00 | | 31,075.00 | 55% | 25,425.00 |
| 43 | COARSE AGGREGATE BEDDING (FOUNDATIONS) | 30.00 | CY | 105.00 | 3,150.00 | | - | 30.00 | 3,150.00 | | 3,150.00 | 100% | - |
| 44 | BLOCK RETAINING WALL | 500.00 | SF | 102.00 | 51,000.00 | | - | - | - | | - | | 51,000.00 |
| 45 | CAST STONE CAP - RETAINING WALL | 165.00 | SF | 122.00 | 20,130.00 | | - | - | - | | - | | 20,130.00 |
| | SCHEDULE 2 - STRUCTURAL TOTAL | | | | 271,940.00 | | - | | 121,325.00 | - | 121,325.00 | | 150,615.00 |

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.: | 25X.138362 |
| Contractor: | Pember Companies, Inc. | Agency's Project No.: | |
| Project: | Veteran's Memorial - Lakeside Park | | |
| Contract: | | | |

| | | | | | | | | | | | | | | | |
|-------------------------|--|----------------------|-------|-----------------|--------------------------------|----------------------------|-------------------------|---|--|--|--|--------------------------------|--------------------------------|----------|--|
| Application No.: | 1 | Application Period: | From | 09/08/25 | to | 09/26/25 | Application Date: | | | | | | | 09/29/25 | |
| 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) (\$) | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| SCHEDULE 3 - SCULPTURES | | | | | | | | | | | | | | | |
| 46 | SENTRY STRUCTURES W/SERVICE MEDALLIONS | 6.00 | EACH | 2,050.00 | 12,300.00 | | - | - | - | | - | | 12,300.00 | | |
| | SCHEDULE 3 - SCULPTURES TOTAL | | | | 12,300.00 | | - | - | - | - | - | | 12,300.00 | | |
| SCHEDULE 4 - ELECTRICAL | | | | | | | | | | | | | | | |
| 47 | HANDHOLE | 1.00 | EACH | 1,960.00 | 1,960.00 | | - | - | - | | - | | 1,960.00 | | |
| 48 | 1-1/C#12 AWG WIRE | 240.00 | LF | 1.10 | 264.00 | | - | - | - | | - | | 264.00 | | |
| 49 | RECEPTACLE PEDESTAL | 1.00 | EACH | 4,050.00 | 4,050.00 | | - | - | - | | - | | 4,050.00 | | |
| 50 | CABINET POWER AND CONTROL WIRING | 1.00 | LS | 1,825.00 | 1,825.00 | | - | - | - | | - | | 1,825.00 | | |
| 51 | FLAGPOLE LUMINAIRE WIRING | 1.00 | LS | 505.00 | 505.00 | | - | - | - | | - | | 505.00 | | |
| 52 | 1-1/2" PVC CONDUIT | 105.00 | LF | 20.90 | 2,194.50 | | - | - | - | | - | | 2,194.50 | | |
| 53 | 3/4" PVC CONDUIT | 70.00 | LF | 18.00 | 1,260.00 | | - | - | - | | - | | 1,260.00 | | |
| | SCHEDULE 4 - ELECTRICAL TOTAL | | | | 12,058.50 | | - | - | - | - | - | | 12,058.50 | | |
| BASE BID TOTAL | | | | | \$ 562,769.50 | | \$ - | | \$ 229,935.20 | \$ - | \$ 459,870.40 | 82% | \$ 332,834.30 | | |

Progress Estimate - Unit Price Work

Contractor's Application for Payment

| | | | |
|-------------|------------------------------------|-------------------------|------------|
| Owner: | City of Forest Lake | Owner's Project No.: | |
| Engineer: | Bolton & Menk, Inc. | Engineer's Project No.: | 25X.138362 |
| Contractor: | Pember Companies, Inc. | Agency's Project No.: | |
| Project: | Veteran's Memorial - Lakeside Park | | |
| Contract: | | | |

| Application No.: 1 | | Application Period: From 09/08/25 to 09/26/25 | | Application Date: 09/29/25 | | | | | | | | | |
|-------------------------|---|---|-------|----------------------------|--------------------------------|----------------------------|-------------------------|---|--|--|--|--------------------------------|--------------------------------|
| 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) (\$) | | | | |
| SCHEDULE 1 - MUNICIPAL | | | | | | | | | | | | | |
| 1 | MOBILIZATION | 1.00 | LS | 46,150.00 | 46,150.00 | | - | 0.50 | 23,075.00 | | 23,075.00 | 50% | 23,075.00 |
| 2 | REMOVE CASTING AND RINGS | 1.00 | EA | 135.00 | 135.00 | | - | - | - | | - | - | 135.00 |
| 3 | REMOVE TREE | 2.00 | EA | 900.00 | 1,800.00 | | - | 2.00 | 1,800.00 | | 1,800.00 | 100% | - |
| 4 | REMOVE GATE VALVE BOX | 1.00 | EA | 235.00 | 235.00 | | - | 1.00 | 235.00 | | 235.00 | 100% | - |
| 5 | SALVAGE AND REINSTALL BENCH | 7.00 | EA | 770.00 | 5,390.00 | | - | 3.00 | 2,310.00 | | 2,310.00 | 43% | 3,080.00 |
| 6 | REMOVE CONCRETE WALK | 410.00 | SY | 17.50 | 7,175.00 | | - | 522.00 | 9,135.00 | | 9,135.00 | 127% | (1,960.00) |
| 7 | REMOVE GROUND LIGHTING | 1.00 | LS | 700.00 | 700.00 | | - | 0.50 | 350.00 | | 350.00 | 50% | 350.00 |
| 8 | SALVAGE AND REINSTALL KIOSK | 1.00 | EA | 1,950.00 | 1,950.00 | | - | - | - | | - | - | 1,950.00 |
| 9 | REMOVE SANITARY SEWER PIPE | 110.00 | LF | 13.00 | 1,430.00 | | - | 138.00 | 1,794.00 | | 1,794.00 | 125% | (364.00) |
| 10 | ABANDON WATER MAIN | 140.00 | LF | 11.00 | 1,540.00 | | - | 56.00 | 616.00 | | 616.00 | 40% | 924.00 |
| 11 | SALVAGE GRANITE PAVERS | 220.00 | SF | 19.25 | 4,235.00 | | - | 220.00 | 4,235.00 | | 4,235.00 | 100% | - |
| 12 | COMMON EXCAVATION (EV) (P) | 80.00 | CY | 73.50 | 5,880.00 | | - | 40.00 | 2,940.00 | | 2,940.00 | 50% | 2,940.00 |
| 13 | DEWATERING | 1.00 | LS | 500.00 | 500.00 | | - | 1.00 | 500.00 | | 500.00 | 100% | - |
| 14 | SUBGRADE PREPARATION | 450.00 | SY | 2.00 | 900.00 | | - | 450.00 | 900.00 | | 900.00 | 100% | - |
| 15 | STREET SWEEPER (WITH PICKUP BROOM) | 25.00 | HR | 175.00 | 4,375.00 | | - | 1.00 | 175.00 | | 175.00 | 4% | 4,200.00 |
| 16 | AGGREGATE BASE, CLASS 5 (SIDEWALK AND PAVERS) | 170.00 | TN | 57.00 | 9,690.00 | | - | - | - | | - | - | 9,690.00 |
| 17 | REMOVE AND REPLACE IRRIGATION | 1.00 | LS | 10,000.00 | 10,000.00 | | - | 0.20 | 2,000.00 | | 2,000.00 | 20% | 8,000.00 |
| 18 | 4" PVC CLEANOUT | 4.00 | EA | 575.00 | 2,300.00 | | - | 4.00 | 2,300.00 | | 2,300.00 | 100% | - |
| 19 | 4" PVC PIPE SEWER | 138.00 | LF | 81.00 | 11,178.00 | | - | 138.00 | 11,178.00 | | 11,178.00 | 100% | - |
| 20 | CONNECT TO EXISTING SANITARY SEWER | 2.00 | EA | 1,000.00 | 2,000.00 | | - | 2.00 | 2,000.00 | | 2,000.00 | 100% | - |
| 21 | CONNECT TO EXISTING WATER MAIN | 2.00 | EA | 2,600.00 | 5,200.00 | | - | 2.00 | 5,200.00 | | 5,200.00 | 100% | - |
| 22 | 8" GATE VALVE AND BOX | 2.00 | EA | 4,215.00 | 8,430.00 | | - | 2.00 | 8,430.00 | | 8,430.00 | 100% | - |
| 23 | 8" PVC WATER MAIN, C900 DR18, W/TRACER WIRE | 110.00 | LF | 185.00 | 20,350.00 | | - | 110.00 | 20,350.00 | | 20,350.00 | 100% | - |
| 24 | DUCTILE IRON FITTINGS | 230.00 | LBS | 22.00 | 5,060.00 | | - | 222.00 | 4,884.00 | | 4,884.00 | 97% | 176.00 |
| 25 | SUPPLY AND ADJUST R-1642-B CASTING W/HDPE RINGS | 1.00 | EA | 1,580.00 | 1,580.00 | | - | - | - | | - | - | 1,580.00 |
| 26 | 6" CONCRETE WALK | 3,610.00 | SF | 14.00 | 50,540.00 | | - | - | - | | - | - | 50,540.00 |
| 27 | GRANITE BRICK PAVERS (WALKING SURFACE) | 180.00 | SF | 34.00 | 6,120.00 | | - | - | - | | - | - | 6,120.00 |
| 28 | GRANITE BRICK PAVERS (SMALL) | 110.00 | SF | 34.00 | 3,740.00 | | - | - | - | | - | - | 3,740.00 |
| 29 | GRANITE BRICK PAVERS (LARGE) | 350.00 | SF | 24.00 | 8,400.00 | | - | - | - | | - | - | 8,400.00 |
| 30 | TRAFFIC CONTROL | 1.00 | LS | 3,500.00 | 3,500.00 | | - | 0.50 | 1,750.00 | | 1,750.00 | 50% | 1,750.00 |
| 31 | STABILIZED CONSTRUCTION EXIT | 1.00 | LS | 1,300.00 | 1,300.00 | | - | 0.50 | 650.00 | | 650.00 | 50% | 650.00 |
| 32 | STORM DRAIN INLET PROTECTION | 3.00 | EA | 140.00 | 420.00 | | - | 3.00 | 420.00 | | 420.00 | 100% | - |
| 33 | BIOLOGS | 330.00 | LF | 2.60 | 858.00 | | - | 532.00 | 1,383.20 | | 1,383.20 | 161% | (525.20) |
| 34 | COMMON TOPSOIL BORROW | 160.00 | CY | 85.00 | 13,600.00 | | - | - | - | | - | - | 13,600.00 |
| 35 | SODDING | 950.00 | SY | 9.80 | 9,310.00 | | - | - | - | | - | - | 9,310.00 |
| 36 | FURNISH AND INSTALL FLAGPOLE | 1.00 | EA | 10,500.00 | 10,500.00 | | - | - | - | | - | - | 10,500.00 |
| | SCHEDULE 1 - MUNICIPAL TOTAL | | | | 266,471.00 | | - | | 108,610.20 | - | 108,610.20 | | 157,860.80 |
| SCHEDULE 2 - STRUCTURAL | | | | | | | | | | | | | |
| 37 | EXCAVATION SPECIAL (EV) (P) | 550.00 | CY | 52.00 | 28,600.00 | | - | 550.00 | 28,600.00 | | 28,600.00 | 100% | - |
| 38 | CENTER MEMORIAL FOUNDATION | 15.00 | CY | 3,900.00 | 58,500.00 | | - | 15.00 | 58,500.00 | | 58,500.00 | 100% | - |
| 39 | CENTER MEMORIAL SELECT BACKFILL | 10.00 | CY | 86.00 | 860.00 | | - | - | - | | - | - | 860.00 |
| 40 | CAST STONE CAP - CENTER MEMORIAL | 1.00 | EA | 16,500.00 | 16,500.00 | | - | - | - | | - | - | 16,500.00 |
| 41 | STONE VENEER | 100.00 | SF | 367.00 | 36,700.00 | | - | - | - | | - | - | 36,700.00 |
| 42 | SENTRY FOUNDATIONS | 20.00 | CY | 2,825.00 | 56,500.00 | | - | 11.00 | 31,075.00 | | 31,075.00 | 55% | 25,425.00 |
| 43 | COARSE AGGREGATE BEDDING (FOUNDATIONS) | 30.00 | CY | 105.00 | 3,150.00 | | - | 30.00 | 3,150.00 | | 3,150.00 | 100% | - |
| 44 | BLOCK RETAINING WALL | 500.00 | SF | 102.00 | 51,000.00 | | - | - | - | | - | - | 51,000.00 |
| 45 | CAST STONE CAP - RETAINING WALL | 165.00 | SF | 122.00 | 20,130.00 | | - | - | - | | - | - | 20,130.00 |
| | SCHEDULE 2 - STRUCTURAL TOTAL | | | | 271,940.00 | | - | | 121,325.00 | - | 121,325.00 | | 150,615.00 |

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.: | 25X.138362 |
| Contractor: | Pember Companies, Inc. | Agency's Project No.: | |
| Project: | Veteran's Memorial - Lakeside Park | | |
| Contract: | | | |

| Application No.: | 1 | Application Period: | From | 09/08/25 | to | 09/26/25 | Application Date: | | | | | | | 09/29/25 | |
|-------------------------------|--|---------------------|-------|-----------------|--------------------------------|----------------------------|-------------------------|---|--|--|--|--------------------------------|--------------------------------|----------|--|
| A | B | C | D | E | F | F1 | F2 | G | H | I | J | K | L | | |
| Bid Item No. | Description | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Quantity Previous Estimate | Value Previous Estimate | 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) (\$) | | |
| | | | | | | | | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | | | | | | |
| SCHEDULE 3 - SCULPTURES | | | | | | | | | | | | | | | |
| 46 | SENTRY STRUCTURES W/SERVICE MEDALLIONS | 6.00 | EACH | 2,050.00 | 12,300.00 | | - | - | - | | - | | 12,300.00 | | |
| SCHEDULE 3 - SCULPTURES TOTAL | | | | | 12,300.00 | | - | - | - | - | - | | 12,300.00 | | |
| SCHEDULE 4 - ELECTRICAL | | | | | | | | | | | | | | | |
| 47 | HANDHOLE | 1.00 | EACH | 1,960.00 | 1,960.00 | | - | - | - | | - | | 1,960.00 | | |
| 48 | 1-1/C#12 AWG WIRE | 240.00 | LF | 1.10 | 264.00 | | - | - | - | | - | | 264.00 | | |
| 49 | RECEPTACLE PEDESTAL | 1.00 | EACH | 4,050.00 | 4,050.00 | | - | - | - | | - | | 4,050.00 | | |
| 50 | CABINET POWER AND CONTROL WIRING | 1.00 | LS | 1,825.00 | 1,825.00 | | - | - | - | | - | | 1,825.00 | | |
| 51 | FLAGPOLE LUMINAIRE WIRING | 1.00 | LS | 505.00 | 505.00 | | - | - | - | | - | | 505.00 | | |
| 52 | 1-1/2" PVC CONDUIT | 105.00 | LF | 20.90 | 2,194.50 | | - | - | - | | - | | 2,194.50 | | |
| 53 | 3/4" PVC CONDUIT | 70.00 | LF | 18.00 | 1,260.00 | | - | - | - | | - | | 1,260.00 | | |
| SCHEDULE 4 - ELECTRICAL TOTAL | | | | | 12,058.50 | | - | - | - | - | - | | 12,058.50 | | |
| BASE BID TOTAL | | | | | \$ 562,769.50 | | \$ - | | \$ 229,935.20 | \$ - | \$ 459,870.40 | 82% | \$ 332,834.30 | | |

**Office of Engineering**

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

October 1, 2025

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

RE: Contractor's Request for Payment No. 4
North Shore Trail and 2025 Street Pavement Maintenance Project

Dear Mayor and Council:

We recommend the council approve Contractor's Request for Payment No.4 and pay \$930,718.23 to Bituminous Roadways, Inc. for the services they provided on the above referenced project. This estimate also includes 5% retainage.

The contractor has completed the force main and gravity pipe installation for the 4T lift station, made 2 sanitary sewer repairs, graded and paved Phase 1 of North Shore Trail, and they have been adjusting manholes, placing topsoil and driveway aggregate in preparation for the final wear course paving.

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

Sincerely,

Ryan J. Goodman, P.E.
City Engineer

Enclosures: Contractor's Request for Payment No. 4

Contractor's Application for Payment

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|---|--------------|--------------------------------|----|------------|---|----|--------------|--|----|--------------|--------------|--|--|--|----|------------|----------------------------------|----|---|--|----|------------|--|----|--------------|---------------------------|----|--------------|--------------------------------|----|------------|---|----|--------------|
| Owner: <u>City of Forest Lake</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Bituminous Roadways, Inc.</u> Project: <u>North Shore Trail and 2025 Street Pavement Maintenance Project</u> Contract: _____ | Owner's Project No.: _____ Engineer's Project No.: <u>24X.134732</u> Agency's Project No.: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Application No.: <u>4</u> Application Date: <u>9/29/2025</u> Application Period: From <u>8/23/2025</u> to <u>9/19/2025</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">1. Original Contract Price</td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;">4,196,966.95</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">128,556.50</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">4,325,523.45</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,836,297.00</td> </tr> <tr> <td>5. Retainage</td> <td></td> <td></td> </tr> <tr> <td> a. 5% X \$ 2,836,297.00 Work Completed</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">141,814.85</td> </tr> <tr> <td> b. _____ X \$ - Stored Materials</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">141,814.85</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">2,694,482.15</td> </tr> <tr> <td>7. Less previous payments</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,763,763.92</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">930,718.23</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">1,489,226.45</td> </tr> </table> | | 1. Original Contract Price | \$ | 4,196,966.95 | 2. Net change by Change Orders | \$ | 128,556.50 | 3. Current Contract Price (Line 1 + Line 2) | \$ | 4,325,523.45 | 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | 2,836,297.00 | 5. Retainage | | | a. 5% X \$ 2,836,297.00 Work Completed | \$ | 141,814.85 | b. _____ X \$ - Stored Materials | \$ | - | c. Total Retainage (Line 5.a + Line 5.b) | \$ | 141,814.85 | 6. Amount eligible to date (Line 4 - Line 5.c) | \$ | 2,694,482.15 | 7. Less previous payments | \$ | 1,763,763.92 | 8. Amount due this application | \$ | 930,718.23 | 9. Balance to finish, including retainage (Line 3 - Line 4) | \$ | 1,489,226.45 |
| 1. Original Contract Price | \$ | 4,196,966.95 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Net change by Change Orders | \$ | 128,556.50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Current Contract Price (Line 1 + Line 2) | \$ | 4,325,523.45 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) | \$ | 2,836,297.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. Retainage | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a. 5% X \$ 2,836,297.00 Work Completed | \$ | 141,814.85 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b. _____ X \$ - Stored Materials | \$ | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| c. Total Retainage (Line 5.a + Line 5.b) | \$ | 141,814.85 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. Amount eligible to date (Line 4 - Line 5.c) | \$ | 2,694,482.15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. Less previous payments | \$ | 1,763,763.92 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. Amount due this application | \$ | 930,718.23 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. Balance to finish, including retainage (Line 3 - Line 4) | \$ | 1,489,226.45 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 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>Bituminous Roadways, Inc.</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Signature: _____ Name: _____ | Date: _____ Title: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> Recommended by Bolton & Menk, Inc. By: _____ Name: _____ Title: _____ Date: _____ </td> <td style="width: 50%; vertical-align: top;"> Approved by City of Forest Lake By: _____ Name: _____ Title: _____ Date: _____ </td> </tr> </table> | | Recommended by Bolton & Menk, Inc. By: _____ Name: _____ Title: _____ Date: _____ | Approved by City of Forest Lake By: _____ Name: _____ Title: _____ Date: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Recommended by Bolton & Menk, Inc. By: _____ Name: _____ Title: _____ Date: _____ | Approved by City of Forest Lake By: _____ Name: _____ Title: _____ Date: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Progress Estimate - Unit Price Work

Contractor's Application for Payment

| | | | |
|-------------|--|-------------------------|------------|
| Owner: | City of Forest Lake | Owner's Project No.: | |
| Engineer: | Bolton & Menk, Inc. | Engineer's Project No.: | 24X.134732 |
| Contractor: | Bituminous Roadways, Inc. | Agency's Project No.: | |
| Project: | North Shore Trail and 2025 Street Pavement Maintenance Project | | |
| Contract: | | | |

| Application No.: | | 4 | | Application Period: | | From | | 08/23/25 | | to | | 09/19/25 | | Application Date: | | 09/29/25 | | | |
|--------------------------------|---|---------------|-------|---------------------|--------------------------------|----------------------------|-------------------------|---|--|--|--|--------------------------------|--------------------------------|----------------------|---|-------------------|---|----------------|---|
| A | B | | | | | C | D | E | F | | F1 | F2 | G | H | I | | J | K | L |
| Bid Item No. | Description | Item Quantity | Units | Unit Price (\$) | Value of Bid Item (C X E) (\$) | Quantity Previous Estimate | Value Previous Estimate | Estimated Quantity Incorporated in the Work | Value of Work Completed to Date (E X G) (\$) | Materials Currently Stored (not in G) (\$) | Work Completed and Materials Stored to Date (H + I) (\$) | % of Value of Item (J / F) (%) | Balance to Finish (F - J) (\$) | | | | | | |
| | | | | | | | | | | | | | | Contract Information | | Previous Estimate | | Work Completed | |
| BASE BID | | | | | | | | | | | | | | | | | | | |
| SCHEDULE 1 - NORTH SHORE TRAIL | | | | | | | | | | | | | | | | | | | |
| 1 | MOBILIZATION | 1.00 | LS | 138,000.00 | 138,000.00 | 0.90 | 124,200.00 | 0.90 | 124,200.00 | | 124,200.00 | 90% | 13,800.00 | | | | | | |
| 2 | TRAFFIC CONTROL | 1.00 | LS | 7,500.00 | 7,500.00 | 0.90 | 6,750.00 | 0.90 | 6,750.00 | | 6,750.00 | 90% | 750.00 | | | | | | |
| 3 | SALVAGE AND REINSTALL MAILBOX INCL. NEW SWING-A- | 185.00 | EA | 100.00 | 18,500.00 | - | - | - | - | | - | | 18,500.00 | | | | | | |
| 4 | SALVAGE CASTING | 3.00 | EA | 110.00 | 330.00 | 1.00 | 110.00 | 1.00 | 110.00 | | 110.00 | 33% | 220.00 | | | | | | |
| 5 | REMOVE CASTING AND RINGS | 20.00 | EA | 85.00 | 1,700.00 | 5.00 | 425.00 | 10.00 | 850.00 | | 850.00 | 50% | 850.00 | | | | | | |
| 6 | REMOVE SIGN AND POST | 78.00 | EA | 28.00 | 2,184.00 | - | - | 52.00 | 1,456.00 | | 1,456.00 | 67% | 728.00 | | | | | | |
| 7 | CLEAR AND GRUB | 2.00 | EA | 840.00 | 1,680.00 | - | - | 2.00 | 1,680.00 | | 1,680.00 | 100% | - | | | | | | |
| 8 | REMOVE STORM PIPE - ALL TYPES AND SIZES | 775.00 | LF | 7.75 | 6,006.25 | 780.00 | 6,045.00 | 687.00 | 5,324.25 | | 5,324.25 | 89% | 682.00 | | | | | | |
| 9 | REMOVE SANITARY PIPE - ALL TYPES AND SIZES | 155.00 | LF | 12.00 | 1,860.00 | 14.00 | 168.00 | 14.00 | 168.00 | | 168.00 | 9% | 1,692.00 | | | | | | |
| 10 | REMOVE STORM STRUCTURE | 1.00 | EA | 260.00 | 260.00 | 2.00 | 520.00 | 2.00 | 520.00 | | 520.00 | 200% | (260.00) | | | | | | |
| 11 | REMOVE SANITARY STRUCTURE | 1.00 | EA | 1,150.00 | 1,150.00 | 1.00 | 1,150.00 | 1.00 | 1,150.00 | | 1,150.00 | 100% | - | | | | | | |
| 12 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT | 510.00 | SY | 7.00 | 3,570.00 | 507.00 | 3,549.00 | 507.00 | 3,549.00 | | 3,549.00 | 99% | 21.00 | | | | | | |
| 13 | REMOVE CONCRETE DRIVEWAY PAVEMENT | 48.00 | SF | 8.00 | 384.00 | 20.00 | 160.00 | 20.00 | 160.00 | | 160.00 | 42% | 224.00 | | | | | | |
| 14 | SAW CUT BITUMINOUS PAVEMENT - FULL DEPTH | 1,326.00 | LF | 1.00 | 1,326.00 | 823.00 | 823.00 | 823.00 | 823.00 | | 823.00 | 62% | 503.00 | | | | | | |
| 15 | SAW CUT CONCRETE PAVEMENT - FULL DEPTH | 16.00 | LF | 2.00 | 32.00 | 40.00 | 80.00 | 40.00 | 80.00 | | 80.00 | 250% | (48.00) | | | | | | |
| 16 | MILL BITUMINOUS PAVEMENT SPECIAL 2" | 850.00 | SY | 3.00 | 2,550.00 | 850.00 | 2,550.00 | 1,040.00 | 3,120.00 | | 3,120.00 | 122% | (570.00) | | | | | | |
| 17 | MILL BITUMINOUS PAVEMENT 4"-6" | 89,800.00 | SY | 1.00 | 89,800.00 | 74,051.00 | 74,051.00 | 89,800.00 | 89,800.00 | | 89,800.00 | 100% | - | | | | | | |
| 18 | RECLAIM BITUMINOUS PAVEMENT - 16" DEPTH (P) | 89,800.00 | SY | 1.25 | 112,250.00 | 74,051.00 | 92,563.75 | 89,800.00 | 112,250.00 | | 112,250.00 | 100% | - | | | | | | |
| 19 | CLEAN 24" PIPE CULVERT | 60.00 | LF | 50.00 | 3,000.00 | - | - | - | - | | - | | 3,000.00 | | | | | | |
| 20 | COMMON EXCAVATION - SANITARY SEWER TRENCH (LV) | 550.00 | CY | 18.50 | 10,175.00 | - | - | 225.00 | 4,162.50 | | 4,162.50 | 41% | 6,012.50 | | | | | | |
| 21 | SELECT GRANULAR BACKFILL - SANITARY SEWER TRENCH | 500.00 | CY | 27.00 | 13,500.00 | - | - | 150.00 | 4,050.00 | | 4,050.00 | 30% | 9,450.00 | | | | | | |
| 22 | SUBGRADE EXCAVATION (EV) | 1,140.00 | CY | 32.00 | 36,480.00 | 1,888.55 | 60,433.60 | 2,879.90 | 92,156.80 | | 92,156.80 | 253% | (55,676.80) | | | | | | |
| 23 | GEOTEXTILE FABRIC, TYPE 5 NON-WOVEN | 2,717.00 | SY | 2.00 | 5,434.00 | - | - | - | - | | - | | 5,434.00 | | | | | | |
| 24 | AGGREGATE BASE, CLASS 5 | 1,000.00 | TN | 24.50 | 24,500.00 | 3,226.36 | 79,045.82 | 4,860.84 | 119,090.58 | | 119,090.58 | 486% | (94,590.58) | | | | | | |
| 25 | TOLERANCE RECLAIM MATERIAL (P) | 89,800.00 | SY | 1.25 | 112,250.00 | 52,021.00 | 65,026.25 | 74,051.00 | 92,563.75 | | 92,563.75 | 82% | 19,686.25 | | | | | | |
| 26 | AGGREGATE SHOULDERING, CLASS 2 LIMESTONE | 2,730.00 | TN | 30.00 | 81,900.00 | - | - | - | - | | - | | 81,900.00 | | | | | | |
| 27 | AGGREGATE SURFACING, 3/4" MINUS LIMESTONE - | 20.00 | TN | 35.00 | 700.00 | - | - | - | - | | - | | 700.00 | | | | | | |
| 28 | AGGREGATE SURFACING, 1/2" MINUS TRAP ROCK - | 20.00 | TN | 45.00 | 900.00 | - | - | - | - | | - | | 900.00 | | | | | | |
| 29 | AGGREGATE SURFACING, CLASS 5 - DRIVEWAY | 40.00 | TN | 35.00 | 1,400.00 | - | - | 34.53 | 1,208.55 | | 1,208.55 | 86% | 191.45 | | | | | | |
| 30 | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 4% AIR VOIDS | 8,600.00 | TN | 79.00 | 679,400.00 | - | - | - | - | | - | | 679,400.00 | | | | | | |
| 31 | TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) 4% AIR | 14,780.00 | TN | 76.00 | 1,123,280.00 | 6,320.00 | 480,320.00 | 11,635.00 | 884,260.00 | | 884,260.00 | 79% | 239,020.00 | | | | | | |
| 32 | BITUMINOUS MATERIAL FOR TACK COAT | 5,980.00 | GAL | 1.00 | 5,980.00 | - | - | - | - | | - | | 5,980.00 | | | | | | |
| 33 | TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) DRIVEWAY | 510.00 | SY | 25.00 | 12,750.00 | 117.00 | 2,925.00 | 117.00 | 2,925.00 | | 2,925.00 | 23% | 9,825.00 | | | | | | |
| 34 | BITUMINOUS PATCH SPECIAL | 680.00 | SY | 30.00 | 20,400.00 | 532.00 | 15,960.00 | 974.50 | 29,235.00 | | 29,235.00 | 143% | (8,835.00) | | | | | | |
| 35 | BITUMINOUS CURB | 36.00 | LF | 30.00 | 1,080.00 | - | - | - | - | | - | | 1,080.00 | | | | | | |
| 36 | CONNECT TO EXISTING STORM STRUCTURE | 1.00 | EA | 1,150.00 | 1,150.00 | 1.00 | 1,150.00 | 1.00 | 1,150.00 | | 1,150.00 | 100% | - | | | | | | |
| 37 | CONNECT TO EXISTING SANITARY SEWER PIPE | 3.00 | EA | 3,650.00 | 10,950.00 | 5.00 | 18,250.00 | 7.00 | 25,550.00 | | 25,550.00 | 233% | (14,600.00) | | | | | | |
| 38 | SANITARY SEWER POINT REPAIR | 3.00 | EA | 8,900.00 | 26,700.00 | - | - | 3.00 | 26,700.00 | | 26,700.00 | 100% | - | | | | | | |
| 39 | CONNECT TO EXISTING FORCE MAIN | 1.00 | EA | 11,375.00 | 11,375.00 | - | - | 1.00 | 11,375.00 | | 11,375.00 | 100% | - | | | | | | |
| 40 | CONNECT TO EXISTING SANITARY SEWER MANHOLE | 2.00 | EA | 5,400.00 | 10,800.00 | 1.00 | 5,400.00 | 2.00 | 10,800.00 | | 10,800.00 | 100% | - | | | | | | |
| 41 | 10" PVC SDR 35 PIPE SEWER | 122.00 | LF | 50.00 | 6,100.00 | 37.00 | 1,850.00 | 83.00 | 4,150.00 | | 4,150.00 | 68% | 1,950.00 | | | | | | |
| 42 | 6" HDPE DIRECTIONALLY DRILLED FORCE MAIN | 2,900.00 | LF | 60.00 | 174,000.00 | - | - | 2,610.00 | 156,600.00 | | 156,600.00 | 90% | 17,400.00 | | | | | | |
| 43 | ABANDON EXISTING FORCE MAIN | 3,092.00 | LF | 4.25 | 13,141.00 | - | - | - | - | | - | | 13,141.00 | | | | | | |
| 44 | DEWATERING | 1.00 | LS | 30,000.00 | 30,000.00 | 0.50 | 15,000.00 | 1.00 | 30,000.00 | | 30,000.00 | 100% | - | | | | | | |
| 45 | BYPASS PUMPING - 4T | 1.00 | LS | 13,500.00 | 13,500.00 | - | - | 1.00 | 13,500.00 | | 13,500.00 | 100% | - | | | | | | |
| 46 | BYPASS PUMPING - IVAN CT | 1.00 | LS | 13,500.00 | 13,500.00 | - | - | 1.00 | 13,500.00 | | 13,500.00 | 100% | - | | | | | | |
| 47 | CORROSION PROTECTION LINER (4' DIA) | 13.00 | VF | 800.00 | 10,400.00 | 13.00 | 10,400.00 | 13.00 | 10,400.00 | | 10,400.00 | 100% | - | | | | | | |
| 48 | 2 X 3 STORM SEWER CATCH BASIN | 1.00 | EA | 1,900.00 | 1,900.00 | 0.85 | 1,615.00 | 0.85 | 1,615.00 | | 1,615.00 | 85% | 285.00 | | | | | | |

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.: | 24X.134732 |
| Contractor: | Bituminous Roadways, Inc. | Agency's Project No.: | |
| Project: | North Shore Trail and 2025 Street Pavement Maintenance Project | | |
| Contract: | | | |

| Application No.: 4 | | Application Period: | | From 08/23/25 | to 09/19/25 | Application Date: 09/29/25 | | | | | | | |
|--|---|----------------------|-------|-----------------|--------------------------------|----------------------------|-------------------------|---|--|--|--|--------------------------------|--------------------------------|
| 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) (\$) | | | | |
| 49 | 48" DIA STORM SEWER MANHOLE | 1.00 | EA | 3,000.00 | 3,000.00 | 1.00 | 3,000.00 | 1.00 | 3,000.00 | | 3,000.00 | 100% | - |
| 50 | 48" DIA SANITARY SEWER MANHOLE | 2.00 | EA | 6,500.00 | 13,000.00 | 1.55 | 10,075.00 | 1.55 | 10,075.00 | | 10,075.00 | 78% | 2,925.00 |
| 51 | 15" RC PIPE, CLASS 5 | 204.00 | LF | 58.00 | 11,832.00 | 84.00 | 4,872.00 | 84.00 | 4,872.00 | | 4,872.00 | 41% | 6,960.00 |
| 52 | 15" RC PIPE APRON | 7.00 | EA | 1,600.00 | 11,200.00 | 3.00 | 4,800.00 | 3.00 | 4,800.00 | | 4,800.00 | 43% | 6,400.00 |
| 53 | 18" RC PIPE, CLASS 5 | 367.00 | LF | 65.00 | 23,855.00 | 336.00 | 21,840.00 | 392.00 | 25,480.00 | | 25,480.00 | 107% | (1,625.00) |
| 54 | 18" RC PIPE APRON | 11.00 | EA | 1,500.00 | 16,500.00 | 13.00 | 19,500.00 | 15.00 | 22,500.00 | | 22,500.00 | 136% | (6,000.00) |
| 55 | 24" RC PIPE, CLASS 3 | 180.00 | LF | 75.00 | 13,500.00 | 96.00 | 7,200.00 | 132.14 | 9,910.50 | | 9,910.50 | 73% | 3,589.50 |
| 56 | 24" RC PIPE APRON W/TG | 6.00 | EA | 1,900.00 | 11,400.00 | 4.00 | 7,600.00 | 4.00 | 7,600.00 | | 7,600.00 | 67% | 3,800.00 |
| 57 | 36" RC PIPE, CLASS 3 | 52.00 | LF | 135.00 | 7,020.00 | 40.00 | 5,400.00 | 40.00 | 5,400.00 | | 5,400.00 | 77% | 1,620.00 |
| 58 | 36" RC PIPE APRON W/TG | 2.00 | EA | 3,850.00 | 7,700.00 | 2.00 | 7,700.00 | 2.00 | 7,700.00 | | 7,700.00 | 100% | - |
| 59 | IMPROVED PIPE FOUNDATION | 2,400.00 | LF | 5.75 | 13,800.00 | 798.00 | 4,588.50 | 1,362.00 | 7,831.50 | | 7,831.50 | 57% | 5,968.50 |
| 60 | STRUCTURE MARKER | 36.00 | EA | 90.00 | 3,240.00 | - | - | 27.00 | 2,430.00 | | 2,430.00 | 75% | 810.00 |
| 61 | ADJUST SAN OR STORM MH/CB CASTING INCLUDING HDPE | 10.00 | EA | 800.00 | 8,000.00 | 1.00 | 800.00 | 5.00 | 4,000.00 | | 4,000.00 | 50% | 4,000.00 |
| 62 | ADJUST SAN CASTING INCLUDING 1 FOOT CONCRETE RISER | 11.00 | EA | 1,100.00 | 12,100.00 | - | - | 2.00 | 2,200.00 | | 2,200.00 | 18% | 9,900.00 |
| 63 | ADJUST SAN CASTING INCLUDING 2 - 1 FOOT CONCRETE | 2.00 | EA | 1,150.00 | 2,300.00 | - | - | 2.00 | 2,300.00 | | 2,300.00 | 100% | - |
| 64 | FURNISH AND INSTALL 1642-B FRAME AND COVER | 20.00 | EA | 1,550.00 | 31,000.00 | - | - | 12.00 | 18,600.00 | | 18,600.00 | 60% | 12,400.00 |
| 65 | CONCRETE CURB AND GUTTER DESIGN B618 | 665.00 | LF | 24.00 | 15,960.00 | 665.00 | 15,960.00 | 665.00 | 15,960.00 | | 15,960.00 | 100% | - |
| 66 | 6" CONCRETE DRIVEWAY | 48.00 | SF | 13.00 | 624.00 | - | - | - | - | | - | - | 624.00 |
| 67 | 7" CONCRETE VALLEY GUTTER - HIGH EARLY | 60.00 | SY | 125.00 | 7,500.00 | 47.50 | 5,937.50 | 47.50 | 5,937.50 | | 5,937.50 | 79% | 1,562.50 |
| 68 | SIGN PANELS, TYPE C | 480.00 | SF | 68.50 | 32,880.00 | - | - | 383.01 | 26,236.19 | | 26,236.19 | 80% | 6,643.81 |
| 69 | STREET SIGN (2 BLADES) INCLUDING POST AND HARDWARE | 2.00 | EA | 325.00 | 650.00 | - | - | 2.00 | 650.00 | | 650.00 | 100% | - |
| 70 | STREET SIGN (3 BLADES) INCLUDING POST AND HARDWARE | 1.00 | EA | 425.00 | 425.00 | - | - | 2.00 | 850.00 | | 850.00 | 200% | (425.00) |
| 71 | CULVERT END PROTECTION | 39.00 | EA | 160.00 | 6,240.00 | 22.00 | 3,520.00 | 26.00 | 4,160.00 | | 4,160.00 | 67% | 2,080.00 |
| 72 | STORM DRAIN INLET PROTECTION | 1.00 | EA | 180.00 | 180.00 | 1.00 | 180.00 | 1.00 | 180.00 | | 180.00 | 100% | - |
| 73 | BIOLOG | 1,000.00 | LF | 2.75 | 2,750.00 | 1,000.00 | 2,750.00 | 1,000.00 | 2,750.00 | | 2,750.00 | 100% | - |
| 74 | COMMON TOPSOIL BORROW (LV) | 350.00 | CY | 45.00 | 15,750.00 | 56.00 | 2,520.00 | 147.00 | 6,615.00 | | 6,615.00 | 42% | 9,135.00 |
| 75 | SEEDING, INCL 25-131 SEED MIX, FERTILIZER, AND CAT 20 | 800.00 | SY | 3.75 | 3,000.00 | - | - | - | - | | - | - | 3,000.00 |
| 76 | SEEDING, INCL 35-241 SEED MIX, FERTILIZER, AND CAT 20 | 800.00 | SY | 3.95 | 3,160.00 | 30.00 | 118.50 | 30.00 | 118.50 | | 118.50 | 4% | 3,041.50 |
| 77 | STREET SWEEPER (SELF PROPELLED WITH WATER AND | 50.00 | HR | 150.00 | 7,500.00 | - | - | 6.00 | 900.00 | | 900.00 | 12% | 6,600.00 |
| 78 | WATER FOR DUST CONTROL | 150.00 | MGAL | 60.00 | 9,000.00 | 5.00 | 300.00 | 5.00 | 300.00 | | 300.00 | 3% | 8,700.00 |
| 79 | 4" DOUBLE SOLID YELLOW LINE, MULTI COMP WR | 20,869.00 | LF | 1.00 | 20,869.00 | - | - | - | - | | - | - | 20,869.00 |
| 80 | 4" SOLID YELLOW LINE, MULTI COMP WR | 2,241.00 | LF | 0.50 | 1,120.50 | - | - | - | - | | - | - | 1,120.50 |
| 81 | 4" BROKEN YELLOW LINE, MULTI COMP WR | 870.00 | LF | 0.50 | 435.00 | - | - | - | - | | - | - | 435.00 |
| 82 | 6" SOLID WHITE LINE, MULTI COMP WR | 49,361.00 | LF | 0.75 | 37,020.75 | - | - | - | - | | - | - | 37,020.75 |
| 83 | 8" DOTTED WHITE LINE, MULTI COMP WR | 247.00 | LF | 2.00 | 494.00 | - | - | - | - | | - | - | 494.00 |
| 84 | PAVEMENT MESSAGE WR | 6.00 | EA | 150.00 | 900.00 | - | - | - | - | | - | - | 900.00 |
| 85 | TEMPORARY PAVEMENT MARKINGS-PAINT | 24,342.00 | LF | 0.10 | 2,434.20 | 14,383.00 | 1,438.30 | 19,593.00 | 1,959.30 | | 1,959.30 | 80% | 474.90 |
| 86 | SOLAR POWERED DYNAMIC SPEED DISPLAY SIGN | 4.00 | EA | 9,000.00 | 36,000.00 | - | - | - | - | | - | - | 36,000.00 |
| | SCHEDULE 1 - NORTH SHORE TRAIL TOTAL | | | | 3,240,066.70 | | 1,200,620.22 | | 2,092,297.92 | | 2,092,297.92 | 65% | 1,147,768.78 |
| SCHEDULE 2 - LOCAL STREET IMPROVEMENTS | | | | | | | | | | | | | |
| 87 | MOBILIZATION | 1.00 | LS | 45,000.00 | 45,000.00 | 0.90 | 40,500.00 | 0.90 | 40,500.00 | | 40,500.00 | 90% | 4,500.00 |
| 88 | TRAFFIC CONTROL | 1.00 | LS | 2,500.00 | 2,500.00 | 0.90 | 2,250.00 | 0.90 | 2,250.00 | | 2,250.00 | 90% | 250.00 |
| 89 | SALVAGE AND REINSTALL MAILBOX AND SUPPORT | 3.00 | EA | 100.00 | 300.00 | - | - | - | - | | - | - | 300.00 |
| 90 | SALVAGE CASTING | 18.00 | EA | 84.00 | 1,512.00 | 14.00 | 1,176.00 | 14.00 | 1,176.00 | | 1,176.00 | 78% | 336.00 |
| 91 | SALVAGE AND REINSTALL TOP SLAB | 1.00 | EA | 580.00 | 580.00 | 1.00 | 580.00 | 1.00 | 580.00 | | 580.00 | 100% | - |
| 92 | REMOVE CASTING AND RINGS | 11.00 | EA | 80.00 | 880.00 | 7.00 | 560.00 | 7.00 | 560.00 | | 560.00 | 64% | 320.00 |
| 93 | REMOVE SIGN AND POST | 10.00 | EA | 28.00 | 280.00 | 5.00 | 140.00 | 5.00 | 140.00 | | 140.00 | 50% | 140.00 |
| 94 | REMOVE CATCH BASIN GRATE | 1.00 | EA | 145.00 | 145.00 | - | - | - | - | | - | - | 145.00 |
| 95 | CLEAN SUMP IN STORM SEWER STRUCTURE | 4.00 | EA | 360.00 | 1,440.00 | 4.00 | 1,440.00 | 4.00 | 1,440.00 | | 1,440.00 | 100% | - |

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.: | 24X.134732 |
| Contractor: | Bituminous Roadways, Inc. | Agency's Project No.: | |
| Project: | North Shore Trail and 2025 Street Pavement Maintenance Project | | |
| Contract: | | | |

| Application No.: 4 | | Application Period: | | From 08/23/25 to 09/19/25 | | Application Date: 09/29/25 | | | | | | | |
|--------------------|---|----------------------|-------|---------------------------|--------------------------------|----------------------------|-------------------------|---|--|--|--|--------------------------------|--------------------------------|
| 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) (\$) | | | | |
| 96 | REMOVE STORM STRUCTURE | 5.00 | EA | 305.00 | 1,525.00 | 5.00 | 1,525.00 | 5.00 | 1,525.00 | | 1,525.00 | 100% | - |
| 97 | REMOVE 1 FOOT BARREL SECTION ON STORM CATCH BASIN | 1.00 | EA | 225.00 | 225.00 | 1.00 | 225.00 | 1.00 | 225.00 | | 225.00 | 100% | - |
| 98 | REMOVE STORM PIPE - ALL TYPES AND SIZES | 86.00 | LF | 5.00 | 430.00 | - | - | - | - | | - | | 430.00 |
| 99 | REMOVE SANITARY PIPE - ALL TYPES AND SIZES | 180.00 | LF | 6.50 | 1,170.00 | - | - | - | - | | - | | 1,170.00 |
| 100 | REMOVE CONCRETE CURB AND GUTTER - SPOT REPAIR | 1,250.00 | LF | 9.50 | 11,875.00 | 1,558.00 | 14,801.00 | 1,558.00 | 14,801.00 | | 14,801.00 | 125% | (2,926.00) |
| 101 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT | 370.00 | SY | 4.50 | 1,665.00 | 172.00 | 774.00 | 192.00 | 864.00 | | 864.00 | 52% | 801.00 |
| 102 | SAW CUT BITUMINOUS PAVEMENT - FULL DEPTH | 700.00 | LF | 1.00 | 700.00 | 385.00 | 385.00 | 385.00 | 385.00 | | 385.00 | 55% | 315.00 |
| 103 | RECLAIM BITUMINOUS PAVEMENT - 8" DEPTH (P) | 27,383.00 | SY | 1.00 | 27,383.00 | 22,043.00 | 22,043.00 | 22,043.00 | 22,043.00 | | 22,043.00 | 80% | 5,340.00 |
| 104 | COMMON EXCAVATION - SANITARY SEWER TRENCH (LV) | 1,270.00 | CY | 24.50 | 31,115.00 | - | - | - | - | | - | | 31,115.00 |
| 105 | SELECT GRANULAR BACKFILL - SANITARY SEWER TRENCH | 1,000.00 | CY | 23.50 | 23,500.00 | - | - | - | - | | - | | 23,500.00 |
| 106 | SUBGRADE EXCAVATION (EV) | 120.00 | CY | 29.50 | 3,540.00 | 17.00 | 501.50 | 58.10 | 1,713.95 | | 1,713.95 | 48% | 1,826.05 |
| 107 | GEOTEXTILE FABRIC, TYPE 5 NON-WOVEN | 360.00 | SY | 2.00 | 720.00 | - | - | - | - | | - | | 720.00 |
| 108 | LOAD, HAUL, PLACE, COMPACT, AND TOLERANCE EXCESS | 3,580.00 | CY | 17.00 | 60,860.00 | 2,500.00 | 42,500.00 | 2,500.00 | 42,500.00 | | 42,500.00 | 70% | 18,360.00 |
| 109 | AGGREGATE BASE, CLASS 5 | 280.00 | TN | 22.50 | 6,300.00 | - | - | 200.00 | 4,500.00 | | 4,500.00 | 71% | 1,800.00 |
| 110 | AGGREGATE SHOULDERING, CLASS 2 LIMESTONE | 240.00 | TN | 29.00 | 6,960.00 | - | - | - | - | | - | | 6,960.00 |
| 111 | AGGREGATE SURFACING, 1/2" MINUS TRAP ROCK - | 25.00 | TN | 37.00 | 925.00 | - | - | - | - | | - | | 925.00 |
| 112 | AGGREGATE SURFACING, CLASS 5 - DRIVEWAY | 25.00 | TN | 36.00 | 900.00 | - | - | - | - | | - | | 900.00 |
| 113 | TOLERANCE RECLAIM MATERIAL | 27,383.00 | SY | 1.25 | 34,228.75 | 19,712.00 | 24,640.00 | 22,043.00 | 27,553.75 | | 27,553.75 | 80% | 6,675.00 |
| 114 | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 3% AIR VOIDS | 2,560.00 | TN | 80.00 | 204,800.00 | 1,691.00 | 135,280.00 | 1,943.00 | 155,440.00 | | 155,440.00 | 76% | 49,360.00 |
| 115 | TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) 3% AIR | 3,410.00 | TN | 81.00 | 276,210.00 | 2,056.00 | 166,536.00 | 2,293.00 | 185,733.00 | | 185,733.00 | 67% | 90,477.00 |
| 116 | TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) DRIVEWAY | 230.00 | SY | 25.00 | 5,750.00 | 109.00 | 2,725.00 | 129.00 | 3,225.00 | | 3,225.00 | 56% | 2,525.00 |
| 117 | BITUMINOUS CURB | 450.00 | LF | 9.00 | 4,050.00 | - | - | - | - | | - | | 4,050.00 |
| 118 | BITUMINOUS FLUME | 1.00 | LF | 500.00 | 500.00 | - | - | - | - | | - | | 500.00 |
| 119 | BITUMINOUS MATERIAL FOR TACK COAT | 1,380.00 | GAL | 1.00 | 1,380.00 | 750.00 | 750.00 | 950.00 | 950.00 | | 950.00 | 69% | 430.00 |
| 120 | CONNECT TO EXISTING SANITARY SEWER PIPE | 1.00 | EA | 2,500.00 | 2,500.00 | - | - | - | - | | - | | 2,500.00 |
| 121 | CONNECT TO EXISTING SANITARY SEWER MANHOLE - | 1.00 | EA | 6,000.00 | 6,000.00 | - | - | - | - | | - | | 6,000.00 |
| 122 | CONNECT TO EXISTING SANITARY SEWER SERVICE | 1.00 | EA | 1,000.00 | 1,000.00 | - | - | - | - | | - | | 1,000.00 |
| 123 | 10X4 WYE | 1.00 | EA | 890.00 | 890.00 | - | - | - | - | | - | | 890.00 |
| 124 | 4" SCH 40 PVC SERVICE PIPE | 10.00 | EA | 60.00 | 600.00 | - | - | - | - | | - | | 600.00 |
| 125 | 10" PVC SDR 35 PIPE SEWER | 180.00 | EA | 50.00 | 9,000.00 | - | - | - | - | | - | | 9,000.00 |
| 126 | DEWATERING | 1.00 | LS | 5,450.00 | 5,450.00 | - | - | - | - | | - | | 5,450.00 |
| 127 | BYPASS PUMPING - HAYWARD | 1.00 | LS | 7,000.00 | 7,000.00 | - | - | - | - | | - | | 7,000.00 |
| 128 | CLEAN AND TELEVIEW SANITARY SEWER | 180.00 | EA | 16.00 | 2,880.00 | - | - | - | - | | - | | 2,880.00 |
| 129 | CONNECT TO EXISTING STORM PIPE | 7.00 | EA | 1,050.00 | 7,350.00 | 7.00 | 7,350.00 | 7.00 | 7,350.00 | | 7,350.00 | 100% | - |
| 130 | CONNECT TO EXISTING STORM STRUCTURE | 1.00 | EA | 1,150.00 | 1,150.00 | - | - | - | - | | - | | 1,150.00 |
| 131 | CONNECT TO EXISTING 4" DRAIN TILE | 3.00 | EA | 165.00 | 495.00 | 3.00 | 495.00 | 3.00 | 495.00 | | 495.00 | 100% | - |
| 132 | POUR INVERT IN EXISTING STORM STRUCTURE WITH SUMP | 2.00 | EA | 850.00 | 1,700.00 | 2.00 | 1,700.00 | 2.00 | 1,700.00 | | 1,700.00 | 100% | - |
| 133 | RECONSTRUCT INVERT IN EXISTING STORM STRUCTURE | 8.00 | EA | 740.00 | 5,920.00 | 8.00 | 5,920.00 | 8.00 | 5,920.00 | | 5,920.00 | 100% | - |
| 134 | PATCH EXISTING STORM STRUCTURE | 10.00 | EA | 250.00 | 2,500.00 | 11.00 | 2,750.00 | 11.00 | 2,750.00 | | 2,750.00 | 110% | (250.00) |
| 135 | 2 X 3 STORM SEWER CATCH BASIN | 3.00 | EA | 1,850.00 | 5,550.00 | 3.00 | 5,550.00 | 3.00 | 5,550.00 | | 5,550.00 | 100% | - |
| 136 | 48" DIA STORM SEWER CATCH BASIN MANHOLE | 2.00 | EA | 2,900.00 | 5,800.00 | 2.00 | 5,800.00 | 2.00 | 5,800.00 | | 5,800.00 | 100% | - |
| 137 | 12" RC PIPE, CLASS 5 | 30.00 | LF | 70.00 | 2,100.00 | - | - | - | - | | - | | 2,100.00 |
| 138 | 12" RC PIPE APRON | 2.00 | EA | 3,000.00 | 6,000.00 | - | - | - | - | | - | | 6,000.00 |
| 139 | 15" RC PIPE, CLASS 5 | 60.00 | LF | 60.00 | 3,600.00 | - | - | - | - | | - | | 3,600.00 |
| 140 | 15" RC PIPE APRON | 1.00 | EA | 4,700.00 | 4,700.00 | - | - | - | - | | - | | 4,700.00 |
| 141 | IMPROVED PIPE FOUNDATION | 1,080.00 | LF | 6.00 | 6,480.00 | - | - | - | - | | - | | 6,480.00 |
| 142 | CLASS 2 RIP RAP | 10.00 | LF | 188.00 | 1,880.00 | - | - | - | - | | - | | 1,880.00 |
| 143 | CONCRETE CURB AND GUTTER DESIGN D412 - SPOT REPAIR | 1,250.00 | LF | 32.00 | 40,000.00 | 1,558.00 | 49,856.00 | 1,558.00 | 49,856.00 | | 49,856.00 | 125% | (9,856.00) |
| 144 | ADJUST SAN OR STORM MH/CB CASTING INCLUDING HDPE | 27.00 | EA | 865.00 | 23,355.00 | 18.00 | 15,570.00 | 18.00 | 15,570.00 | | 15,570.00 | 67% | 7,785.00 |
| 145 | ADJUST SAN CASTING INCLUDING 1 FOOT CONCRETE RISER | 2.00 | EA | 1,250.00 | 2,500.00 | - | - | 3.00 | 3,750.00 | | 3,750.00 | 150% | (1,250.00) |

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.: | 24X.134732 |
| Contractor: | Bituminous Roadways, Inc. | Agency's Project No.: | |
| Project: | North Shore Trail and 2025 Street Pavement Maintenance Project | | |
| Contract: | | | |

| | | | | | | | | |
|------------------|---|---------------------|------|----------|----|----------|-------------------|----------|
| Application No.: | 4 | Application Period: | From | 08/23/25 | to | 09/19/25 | Application Date: | 09/29/25 |
|------------------|---|---------------------|------|----------|----|----------|-------------------|----------|

| 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) (\$) | | | | |
| 146 | ADJUST SAN CASTING INCLUDING 2 - 1 FOOT CONCRETE | 1.00 | EA | 1,350.00 | 1,350.00 | - | - | - | - | - | - | - | 1,350.00 |
| 147 | FURNISH AND INSTALL 3067-V GRATE | 1.00 | EA | 1,600.00 | 1,600.00 | - | - | - | - | - | - | - | 1,600.00 |
| 148 | FURNISH AND INSTALL 1642-B FRAME AND COVER | 11.00 | EA | 1,500.00 | 16,500.00 | - | - | 5.13 | 7,695.00 | - | 7,695.00 | 47% | 8,805.00 |
| 149 | SIGN PANELS, TYPE C | 34.00 | SF | 68.50 | 2,329.00 | 6.25 | 428.13 | 6.25 | 428.13 | - | 428.13 | 18% | 1,900.87 |
| 150 | STREET SIGN (2 BLADES) INCLUDING POST AND HARDWARE | 3.00 | EA | 325.00 | 975.00 | 2.00 | 650.00 | 2.00 | 650.00 | - | 650.00 | 67% | 325.00 |
| 151 | STREET SIGN (3 BLADES) INCLUDING POST AND HARDWARE | 1.00 | EA | 425.00 | 425.00 | 1.00 | 425.00 | 1.00 | 425.00 | - | 425.00 | 100% | - |
| 152 | STRUCTURE MARKER | 19.00 | EA | 85.00 | 1,615.00 | 13.00 | 1,105.00 | 13.00 | 1,105.00 | - | 1,105.00 | 68% | 510.00 |
| 153 | CULVERT END PROTECTION | 3.00 | EA | 200.00 | 600.00 | - | - | - | - | - | - | - | 600.00 |
| 154 | STORM DRAIN INLET PROTECTION | 19.00 | EA | 200.00 | 3,800.00 | 18.00 | 3,600.00 | 18.00 | 3,600.00 | - | 3,600.00 | 95% | 200.00 |
| 155 | BIOLOG | 700.00 | LF | 3.00 | 2,100.00 | - | - | - | - | - | - | - | 2,100.00 |
| 156 | COMMON TOPSOIL BORROW (LV) | 80.00 | CY | 47.50 | 3,800.00 | 30.00 | 1,425.00 | 30.00 | 1,425.00 | - | 1,425.00 | 38% | 2,375.00 |
| 157 | STREET SWEEPER (SELF PROPELLED WITH WATER AND | 5.00 | HR | 150.00 | 750.00 | - | - | - | - | - | - | - | 750.00 |
| 158 | WATER FOR DUST CONTROL | 17.00 | MGAL | 60.00 | 1,020.00 | - | - | - | - | - | - | - | 1,020.00 |
| 159 | SEEDING, INCL 25-131 SEED MIX, FERTILIZER, AND | 850.00 | SY | 2.25 | 1,912.50 | 662.00 | 1,489.50 | 662.00 | 1,489.50 | - | 1,489.50 | 78% | 423.00 |
| 160 | SEEDING, INCL 25-131 SEED MIX, FERTILIZER, AND CAT 20 | 500.00 | SY | 3.75 | 1,875.00 | - | - | - | - | - | - | - | 1,875.00 |
| 161 | SEEDING, INCL 35-241 SEED MIX, FERTILIZER, AND CAT 20 | 50.00 | SY | 10.00 | 500.00 | - | - | - | - | - | - | - | 500.00 |
| | SCHEDULE 2 - LOCAL STREET IMPROVEMENTS TOTAL | | | | 956,900.25 | | 563,445.13 | | 623,663.33 | | 623,663.33 | 65% | 333,236.92 |
| BASE BID TOTAL | | | | | \$ 4,196,966.95 | | \$ 1,764,065.35 | | \$ 2,715,961.25 | \$ - | \$ 2,715,961.25 | 65% | \$ 1,481,005.70 |

CHANGE ORDER NO. 1 - LOCAL STREET IMPROVEMENTS

| | | | | | | | | | | | | | |
|---------------------------------|---|----------|------|----------|----------------------|----------|---------------------|----------|----------------------|-------------|----------------------|------------|--------------------|
| 162 | MOBILIZATION | 1.00 | LS | 8,200.00 | 8,200.00 | 0.90 | 7,380.00 | 0.95 | 7,790.00 | - | 7,790.00 | 95% | 410.00 |
| 163 | TRAFFIC CONTROL | 1.00 | LS | 1,900.00 | 1,900.00 | 0.90 | 1,710.00 | 0.95 | 1,805.00 | - | 1,805.00 | 95% | 95.00 |
| 164 | REMOVE CASTING AND RINGS | 4.00 | EA | 80.00 | 320.00 | 4.00 | 320.00 | 4.00 | 320.00 | - | 320.00 | 100% | - |
| 165 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT | 60.00 | SY | 4.50 | 270.00 | 33.00 | 148.50 | 33.00 | 148.50 | - | 148.50 | 55% | 121.50 |
| 166 | SAW CUT BITUMINOUS PAVEMENT - FULL DEPTH | 18.00 | LF | 1.00 | 18.00 | 40.00 | 40.00 | 40.00 | 40.00 | - | 40.00 | 222% | (22.00) |
| 167 | RECLAIM BITUMINOUS PAVEMENT - 8" DEPTH (P) | 3,450.00 | SY | 1.00 | 3,450.00 | 3,450.00 | 3,450.00 | 3,450.00 | 3,450.00 | - | 3,450.00 | 100% | - |
| 168 | LOAD, HAUL, PLACE, COMPACT, AND TOLERANCE EXCESS | 380.00 | CY | 17.00 | 6,460.00 | 150.00 | 2,550.00 | 150.00 | 2,550.00 | - | 2,550.00 | 39% | 3,910.00 |
| 169 | AGGREGATE SHOULDERING, CLASS 2 LIMESTONE | 80.00 | TN | 29.00 | 2,320.00 | - | - | - | - | - | - | - | 2,320.00 |
| 170 | AGGREGATE SURFACING, 1/2" MINUS TRAP ROCK - | 10.00 | TN | 37.00 | 370.00 | - | - | - | - | - | - | - | 370.00 |
| 171 | AGGREGATE SURFACING, CLASS 5 - DRIVEWAY | 15.00 | TN | 36.00 | 540.00 | 16.00 | 576.00 | 16.00 | 576.00 | - | 576.00 | 107% | (36.00) |
| 172 | TOLERANCE RECLAIM MATERIAL | 3,450.00 | SY | 1.25 | 4,312.50 | 3,450.00 | 4,312.50 | 3,450.00 | 4,312.50 | - | 4,312.50 | 100% | - |
| 173 | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 3% AIR VOIDS | 330.00 | TN | 80.00 | 26,400.00 | 240.00 | 19,200.00 | 427.00 | 34,160.00 | - | 34,160.00 | 129% | (7,760.00) |
| 174 | TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) 3% AIR | 440.00 | TN | 81.00 | 35,640.00 | 333.00 | 26,973.00 | 403.00 | 32,643.00 | - | 32,643.00 | 92% | 2,997.00 |
| 175 | TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) DRIVEWAY | 60.00 | SY | 25.00 | 1,500.00 | - | - | - | - | - | - | - | 1,500.00 |
| 176 | BITUMINOUS CURB | 1,030.00 | LF | 9.00 | 9,270.00 | 530.00 | 4,770.00 | 955.00 | 8,595.00 | - | 8,595.00 | 93% | 675.00 |
| 177 | BITUMINOUS MATERIAL FOR TACK COAT | 180.00 | GAL | 1.00 | 180.00 | 100.00 | 100.00 | 140.00 | 140.00 | - | 140.00 | 78% | 40.00 |
| 178 | ADJUST SAN OR STORM MH/CB CASTING INCLUDING HDPE | 3.00 | EA | 865.00 | 2,595.00 | 2.00 | 1,730.00 | 3.00 | 2,595.00 | - | 2,595.00 | 100% | - |
| 179 | ADJUST SAN CASTING INCLUDING 1 FOOT CONCRETE RISER | 1.00 | EA | 1,250.00 | 1,250.00 | 1.00 | 1,250.00 | 2.00 | 2,500.00 | - | 2,500.00 | 200% | (1,250.00) |
| 180 | FURNISH AND INSTALL 1642-B FRAME AND COVER | 4.00 | EA | 1,500.00 | 6,000.00 | 3.00 | 4,500.00 | 4.00 | 6,000.00 | - | 6,000.00 | 100% | - |
| 181 | BIOLOG | 200.00 | LF | 3.00 | 600.00 | 100.00 | 300.00 | 100.00 | 300.00 | - | 300.00 | 50% | 300.00 |
| 182 | COMMON TOPSOIL BORROW (LV) | 50.00 | CY | 47.50 | 2,375.00 | 32.00 | 1,520.00 | 15.00 | 712.50 | - | 712.50 | 30% | 1,662.50 |
| 183 | WATER FOR DUST CONTROL | 2.00 | MGAL | 60.00 | 120.00 | - | - | - | - | - | - | - | 120.00 |
| 184 | SEEDING, INCL 25-131 SEED MIX, FERTILIZER, AND | 300.00 | SY | 2.25 | 675.00 | - | - | - | - | - | - | - | 675.00 |
| CHANGE ORDER NO. 1 TOTAL | | | | | \$ 114,765.50 | | \$ 80,830.00 | | \$ 108,637.50 | \$ - | \$ 108,637.50 | 95% | \$ 6,128.00 |

CHANGE ORDER NO. 2

SCHEDULE 1 - NORTH SHORE TRAIL

| | | | | | | | | | | | | | |
|-----|--------------|------|----|----------|----------|------|----------|------|----------|---|----------|-----|--------|
| 185 | MOBILIZATION | 1.00 | LS | 2,500.00 | 2,500.00 | 0.90 | 2,250.00 | 0.90 | 2,250.00 | - | 2,250.00 | 90% | 250.00 |
|-----|--------------|------|----|----------|----------|------|----------|------|----------|---|----------|-----|--------|

Progress Estimate - Unit Price Work**Contractor's Application for Payment**

| Owner: City of Forest Lake Engineer: Bolton & Menk, Inc. Contractor: Bituminous Roadways, Inc. Project: North Shore Trail and 2025 Street Pavement Maintenance Project Contract: | | | | | | | | | | | | Owner's Project No.: Engineer's Project No.: 24X.134732 Agency's Project No.: | |
|---|---|----------------------|-------|-----------------|--------------------------------|----------------------------|-------------------------|---|--|--|--|--|--------------------------------|
| Application No.: 4 Application Period: From 08/23/25 to 09/19/25 Application Date: 09/29/25 | | | | | | | | | | | | | |
| 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) (\$) | | | | |
| 186 | ADDITIONAL BIOLOGS | 3,600.00 | LF | 2.75 | 9,900.00 | 3,163.00 | 8,698.25 | 3,163.00 | 8,698.25 | | 8,698.25 | 88% | 1,201.75 |
| | SCHEDULE 1 TOTAL | | | | 12,400.00 | | 10,948.25 | | 10,948.25 | - | 10,948.25 | | 1,451.75 |
| | CHANGE ORDER NO. 2 | | | | | | | | | | | | |
| | SCHEDULE 2 - LOCAL STREET IMPROVEMENTS | | | | | | | | | | | | |
| 187 | MOBILIZATION | 1.00 | LS | 500.00 | 500.00 | 0.90 | 450.00 | 0.90 | 450.00 | | 450.00 | 90% | 50.00 |
| 188 | ADDITIONAL BIOLOGS | 300.00 | LF | 3.00 | 900.00 | 100.00 | 300.00 | 100.00 | 300.00 | | 300.00 | 33% | 600.00 |
| | SCHEDULE 2 TOTAL | | | | 1,400.00 | | 750.00 | | 750.00 | - | 750.00 | 54% | 650.00 |
| | CHANGE ORDER NO. 2 TOTAL | | | | \$ 13,800.00 | | \$ 11,698.25 | | \$ 11,698.25 | \$ - | \$ 11,698.25 | 85% | \$ 2,101.75 |
| BASE BID + CHANGE ORDER | | | | | | | | | | | | | |
| PROJECT TOTAL | | | | | \$ 4,325,532.45 | | \$ 1,856,593.60 | | \$ 2,836,297.00 | \$ - | \$ 2,836,297.00 | 66% | \$ 1,489,235.45 |

STAFF REPORT

MEETING DATE: October 13, 2025
STAFF ORIGINATOR: Mark Statz – City Administrator
AGENDA ITEM: Strategic Planning Retreat

INTRODUCTION: The City Council has been considering a retreat to complete some strategic planning. Staff has now secured a date, time and location for the retreat, along with a 3rd party facilitator.

ANALYSIS:

The retreat is to be held at:

Invisible Wounds Project
840 Lake Street S
Forest Lake MN 55025

From 8 AM to 2 PM
Saturday, October 25, 2025

The meeting is open to the public but will not be livestreamed.

Attached are contracts for the venue and professional facilitator.

RECOMMENDATION: Motion to set the date, time and location of the City Council Workshop for Strategic Planning as detailed above and to approve execution of the contracts for the venue and facilitator.

ATTACHMENTS: Venue Contract, Facilitator Contract



Event Facility Rental Agreement

Invisible Wounds Project

840 Lake Street S
Forest Lake, MN 55025

Renter:

Name/Organization: City of Forest Lake

Nonprofit or IWP Affiliate? ☒ Yes ☐ No

Address: 1408 Lake St S

City: Forest Lake State: MN Zip: 55025

Best Contact: Mark Statz

Email: mark.statz@ci.forest-lake.mn.us

Event Details

Event Name: City Staff Gathering

Type of Event: Private

Event Date(s): 10/25/25 Event Start Time: 8:00 AM Event End Time: 2:00 PM

Access Start: 7:30 Estimated Exit Time: 2:30

Estimated Number of Attendees: 15

Rental Space and Fees

Please select the space(s) you wish to reserve (check all that apply):

A 50% rental deposit is due at securing. The remaining balance and damage deposit are due 15 days before the event. Discounts applied as applicable.

☐ Full Facility ☐ Banquet Hall ☒ Lounge ☐ Art Studio ☐ Therapy Room

Rates and Discounts:

Rate: \$ 600 Damage Deposit \$ n/a Discount \$ _____

Rental charges will be reflected on the invoice, which will show the balance due up to the final payment date.

Total Rental Fee: \$ 600 **Security Deposit:** \$ 300

Security Deposit

The Security Deposit is nonrefundable and will be applied to the final invoice. If the event is canceled in writing by the renter before the final invoice due date (15 days prior to the event), the Security Deposit may be applied one time to a rescheduled event date within 12 months of the original event date. If no rescheduled date is confirmed within 12 months, the Security Deposit will be forfeited.

Cancellation Policy

60 or more days prior to the event:

A full refund of payments made above and beyond the Security Deposit will be issued. The Security Deposit is nonrefundable but may be applied toward a rescheduled date within 12 months of the original event date if cancellation is provided in writing before the final invoice due date.

30–59 days prior to the event:

A 50% refund of payments made above and beyond the Security Deposit will be issued. The Security Deposit is nonrefundable but may be applied toward a rescheduled date within 12 months of the original event date if cancellation is provided in writing before the final invoice due date.

Less than 30 days prior to the event:

No refund will be issued. The Security Deposit is nonrefundable but may be applied toward a rescheduled date within 12 months of the original event date if cancellation is provided in writing before the final invoice due date.

Note: Refunds are calculated on all payments made excluding the Security Deposit. If no rescheduled date is confirmed within 12 months, the Security Deposit will be forfeited.

Damage Deposit

A separate Damage Deposit will be collected and held aside to cover damages, excessive cleaning, or policy violations. If no deductions are necessary, the Damage Deposit will be refunded in full within 21 days after the event. If deductions are required, an itemized statement will be provided, and any remaining balance will be refunded within the same timeframe.

Facility Use Policies

The Renter agrees to the following policies:

- Tables, chairs, and the room layout will be set up by IWP as agreed. The Renter is responsible for any personal setup, decorating, and cleanup of items they bring into the facility.
- No adhesives, confetti, glitter, or open flames are allowed.
- Decorations must be free-standing and removed after the event.
- Smoking and vaping are not permitted inside the facility.
- Alcohol is only allowed with prior approval and any required insurance or security.
- Children under 18 must be supervised at all times.

Renter Initials: _____

Insurance Requirements

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- **Events with 1–375 attendees** require proof of event liability insurance with a minimum coverage of \$1,000,000 per occurrence. The certificate must name **Invisible Wounds Project** as an additional insured and include the event date(s) and location.
- **Any event serving or distributing alcohol** also requires proof of liquor liability insurance with a minimum coverage of \$1,000,000 per occurrence. The certificate must name **Invisible Wounds Project** as an additional insured and include the event date(s) and location.

Liability and Responsibility

The Renter accepts full responsibility for any damage, injury, or loss that occurs during their use of the facility. The Renter agrees that Invisible Wounds Project, its staff, volunteers, and partners will not be held responsible or liable for any claims, costs, or damages related to the event. If any claims or legal actions arise because of the event, the Renter will cover any related expenses.

N/A

Outside Catering and Bar Service Policy

Invisible Wounds Project allows renters to use outside licensed catering and bar service vendors.

Approval Process:

- All outside vendors must be approved by the IWP Events Director or designated staff.
 - If you wish to hire a vendor who has not previously provided services at IWP, you must submit the vendor's contact information and proof of licensing and insurance at least 30 days prior to your event.
 - Approval must be granted before you sign any contracts with the vendor.
 - IWP reserves the right to deny access to unapproved vendors.
-

Termination of Agreement

IWP reserves the right to cancel this Agreement at any time, including but not limited to:

- Unsafe conditions at the facility or event.
- Violation of any facility policies or terms of this Agreement.
- The Renter's inability or unwillingness to meet required terms or requests.
- Unforeseen circumstances beyond IWP's control.

If cancellation occurs for reasons other than the Renter's noncompliance, a full refund of any payments made will be issued. If cancellation results from the Renter's violation of this Agreement, any payments made will be nonrefundable.

Unforeseen Events

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IWP will not be liable for any delay, interruption, or failure to perform due to events beyond its reasonable control, including but not limited to severe weather, natural disasters, power outages, pandemics, government orders, or emergencies that render the facility unusable or unsafe.

If an event must be canceled due to such circumstances, IWP will make reasonable efforts to reschedule. If rescheduling is not possible, any payments made will be refunded, less any nonrecoverable expenses incurred by IWP on behalf of the Renter

This Event Facility Rental Agreement ("Agreement") is made between the parties below and sets forth the terms and conditions under which the facility will be rented and used for the Renter's event.

Agreement Acceptance

IWP Representative:

Name: Robin Wetther Signature:  Date: 10/3/25

Renter:

Name: _____ Signature: _____ Date: _____



City of Forest Lake - Strategic Planning Contract

Thank you for the opportunity to share this Leadership Development and Strategic Planning Contract. We look forward to partnering with you during this session to maximize team focus, vision, organizational success, and time. Utilization of the Homerun Leadership App accelerates team Strategic Planning by eliminating flip charts and Post-it notes, which will save you and your team days of traditional strategic planning.

Session Overview

- Dave Bartholomay will lead a team building and leadership type morning engagement session with city leaders based on Homerun Leadership
- Dave Bartholomay will use Homerun Leadership App to determine a prioritized list of goals for the City of Forest Lake engaging both city council members and management team leaders
- Dr. Dave Webb will facilitate a council and management discussion to create a collaborative and focused Strategic Plan resulting in **Prioritized Goals and Action Strategies**
- Participants will experience an inclusive, engaging opportunity to provide their input and feedback, taking time to review and prioritize comments, throughout the process.
- Participants will share their feedback anonymously and electronically via their individual device. iPads or smartphones are generally workable devices; however, **laptops are recommended.**
- To develop Key Goal Areas, the Homerun Leadership App will direct participants to focus on these 3 key questions:
 - *What part of our City of Forest Lake is working well?*
 - *What part of our City of Forest Lake is not working as well as it could be?*
 - *What ideas can you brainstorm to make our City of Forest Lake even better?*

Time Requirements

- Team Building 45 Minutes
- Strategic Vision/Prioritized Goals Development: Allow 45 Minutes
- Lunch
- Action Strategies: Allow for 1 additional hour for the development of each set of Action Strategies

Final Report Deliverables

- **Executive Summary & Council Report**
 - Concise overview of each strategic-priorities and action strategies
- **One-Page Strategic Priorities Overview**
 - Visual summaries of each strategic priority recommendation and its associated action strategies.

Pricing: 2026 1 Day Strategic Planning Proposal: **\$7,500**

City of Forest Lake Representative

Dr. Dave Webb

Homerun Leadership Consultant

☎ Dr. Dave Webb at 651-226-6318 | ✉ drdavewebb@homerunleadership.com

STAFF REPORT

MEETING DATE: October 3, 2025

STAFF ORIGINATOR: Mark Statz – City Administrator

AGENDA ITEM: Cost-Share Agreement – Rice Creek Watershed District
Clear Lake Shoreline Enhancements

INTRODUCTION: As the city prepares to construct improvements to Eureka Avenue, a portion of the project will involve shoreline work, adding rip rap and several fishing amenities. While this work will serve the intended purpose of stabilizing the shoreline and continuing to provide fishing opportunities along the corridor, the watershed would like to install some additional items to enhance the performance of the shoreline, piggybacking on our project.

ANALYSIS:

The enhancements include additional plantings and fill between the rip rap. While the agreement is called a “cost-share agreement”, there will be no direct cost to the city. The only financial involvement we will have is to administer the contract, pay the contractor and request reimbursement from the watershed. This arrangement is what necessitates the agreement.

Ongoing maintenance of the improvements is expected to be minimal and any expenditures to maintain the improvement will be a joint decision between the city and the watershed.

RECOMMENDATION: Motion to approve the cost share agreement with Rice Creek Watershed District for enhanced shoreline improvements on Clear Lake in conjunction with the Eureka Avenue Project.

ATTACHMENTS: Agreement.

COST-SHARE AGREEMENT
City of Forest Lake and Rice Creek Watershed District

Eureka Avenue Improvements / Clear Lake Shoreline

THIS AGREEMENT is made and entered into by and between the City of Forest Lake, Minnesota, a municipal corporation (hereinafter “City”) and the Rice Creek Watershed District, a special purpose unit of local government under Minnesota Statutes Chapters 103B and 103D (hereinafter “District”).

WHEREAS, the City intends to construct a project titled “Eureka Avenue Improvements” (Project); and,

WHEREAS, the District desires to provide the City cost-share assistance for Alternate 3 of the Project, which provides for additional shoreline restoration work on Clear Lake, a resource of concern within the District, in furtherance of the District’s stated purpose and goals.

THEREFORE, the District and City, duly authorized by their respective governing bodies, agree as follows:

Section A: Construction of the Project

1. The City is responsible for letting all contracts to construct the Project in accordance with all applicable laws. The City is responsible for administering contracts and for overseeing the work to ensure conformity to the project plans and specifications.
2. The City will obtain all permits required to construct the Project, including a permit from the District.
3. The City will defend and indemnify the District, its managers and its employees; and hold the District, its managers and its employees harmless; from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any action or omission of the City in the design, construction or maintenance of the Project that is the basis for the City’s liability in law or equity.

Section B: Ownership and Maintenance Responsibilities

1. The Project, once completed, will consist of shoreline stabilization on Clear Lake (DNR ID # 82-0163) that conforms to Exhibit A, Alternate 3. Specifically, the District will provide funding in accordance with this Agreement for items identified in Alternate 3, including Soil Filled Rip Rap, Live Fascine Bundles, and Live Stakes.

2. The District is responsible for maintaining items identified in Alternate 3 for a period of 2 years from substantial project completion, after which time, the City and the District will work in good faith to conduct maintenance as deemed necessary by both parties. The City is responsible for maintaining all other items associated with the Project.

Section C: Financial Obligations

1. The District will reimburse the City, for a total amount not to exceed \$85,000, as follows:
 - a. For construction line items associated with Bid Alternate 3; and
 - b. For reasonable and necessary engineering and admin fees incurred as direct result of the construction line items associated with Bid Alternate 3, provided that the City first provides the District with a detailed invoice.
2. All costs in excess of \$85,000 for the construction of line items associated with Bid Alternate 3 and engineering and admin fees incurred as a direct result of the construction line items associated with Bid Alternate 3, shall be the sole financial obligation of the City.

Section D: Miscellaneous Provisions

1. In constructing and maintaining the Project, the City will comply with all applicable laws. This Agreement will be construed under the laws of Minnesota. District funding under this Agreement does not constrain the Project from being used to meet stormwater management requirements under a District or other permit. However, if Project capacity is to be used to meet District permit requirements, applicable rule standards must be met, including the requirement that the capacity be maintained in perpetuity.
2. Except as specified in Paragraph 5, above, each party is responsible for its own acts and omissions, and the acts and omissions of its officers, employees and agents. The District's role under this Agreement is solely to provide funds to support the Project. The City is fully responsible for the means, methods and manner of constructing and maintaining the Project. This is not a joint powers agreement within the meaning of Minnesota Statutes section 471.59, and neither party agrees to be responsible for the acts or omissions of the other within the meaning of Minnesota Statutes section 471.59, subdivision 1a. However, nothing in this Agreement waives or limits any immunity, defense or limitation on liability to which either party is entitled under Minnesota Statutes, Chapter 466, or otherwise.
3. Any notices or correspondence required to be given under this Agreement will be in writing and deemed to be given if delivered personally or mailed postage-prepaid by certified mail, return receipt requested:

As to the City:

City of Forest Lake
 1408 Lake Street South
 Forest Lake, MN 55025
 ATTN: City Administrator

As to the District:

Rice Creek Watershed District
 4325 Pheasant Ridge Dr. NE #611
 Blaine, MN 55449
 ATTN: Administrator

or at such other address as either party may, from time to time, notify the other in writing in accordance with this paragraph.

4. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, the holding will pertain only to that provision and will not invalidate or render unenforceable any other provision of this Agreement.
5. A party may waive any default or non-performance by the other party only in writing, and the waiver will apply only to that event and will not waive any other prior or subsequent default.
6. The recitals set forth within this Agreement are incorporated into this Agreement.
7. This Agreement, Exhibit A, and the Operation, Maintenance, and Monitoring Plan, as referenced in Section B of this Agreement, hereto are the entire agreement between the parties relating to the subject matter addressed herein and supersede all other prior agreements and understandings, written or oral, between the parties.
8. Any amendment of this Agreement must be in writing and duly signed by the parties.
9. Neither party may assign this Agreement or any term hereof without the written consent of the other party.
10. Data provided to either party or received from either party under this Agreement will be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
11. This Agreement will be construed under and governed by the laws of the State of Minnesota and, in matters not governed by State law, of the United States. Venue and jurisdiction for any action under this Agreement will lie in Anoka County, Minnesota.
12. This Agreement is effective when signed by both parties and terminates on December 31, 2028. OMM obligations; early termination of operation reimbursement terms; notice terms; and obligations to hold harmless, defend and indemnify, will survive termination.

IN TESTIMONY WHEREOF, the Rice Creek Watershed District and the City of Forest Lake execute this Agreement.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE

Signed for form and execution

s/ _____
Hannah J. Schacherl Jansen
RCWD Attorney

RICE CREEK WATERSHED DISTRICT

s/ _____ Date: _____, 2025
By: Nick Tomczik
Its: Administrator

CITY OF FOREST LAKE

s/ _____ Date: _____, 2025
By: _____
Its: _____

EXHIBIT A: PROJECT CONSTRUCTION PLAN SET

DESIGN DESIGNATION EUREKA AVE N
STA. 0+00.00 TO STA. 71+43.01

FUNTIONAL CLASSIFICATION MINOR COLLECTOR

R-VALUE 20

ESALS 368,000

NO. & WIDTH OF TRAFFIC LANES 2 & 12 ft

NO. & WIDTH OF PARKING LANES N/A

ADT (PRESENT YEAR) 2025 2,750

ADT (PROJECTED YEAR) 2045 3,750

HCA DT (PROJECTED YEAR) 2045 3.95%

DESIGN SPEED 40 mph

DESIGN LOAD 10 ton

DESIGN SPEED NOT ACHIEVED AT:
(SEE DESIGN MEMO FOR DETAILS)

STA. 63+23.09 TO STA. 65+92.44 (25 MPH HORZ. CURVE)

STA. 66+81.20 TO STA. 68+47.98 (30 MPH HORZ. CURVE)

STA. 68+92.92 TO STA. 70+99.77 (20 MPH HORZ. CURVE)

DESIGN SPEED FOR ROADWAY BASED ON

ON STOPPING SIGHT DISTANCE:

HEIGHT OF EYE = 3.5 FT

HEIGHT OF OBJECT = 2.0 FT

DESIGN DESIGNATION TRAIL

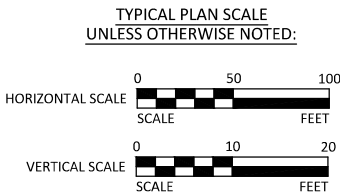
DESIGN SPEED 20 mph

DESIGN SPEED FOR TRAIL BASED ON

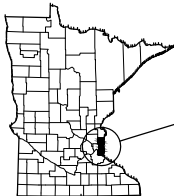
ON STOPPING SIGHT DISTANCE:

HEIGHT OF EYE = 4.5 FT

HEIGHT OF OBJECT = 0.0 FT



PROJECT LOCATION



CITY: FOREST LAKE
COUNTY: WASHINGTON
DISTRICT: METRO

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF FOREST LAKE
WASHINGTON COUNTY, MINNESOTA
EUREKA AVENUE IMPROVEMENTS (LRIP)

CONSTRUCTION PLAN FOR: GRADING, AGGREGATE BASE, PLANT MIXED BITUMINOUS PAVEMENT, BITUMINOUS WALK, CONCRETE CURB AND GUTTER, ADA IMPROVEMENTS, STORM SEWER, SANITARY SEWER, LANDSCAPING AND RELATED APPURTENANCES

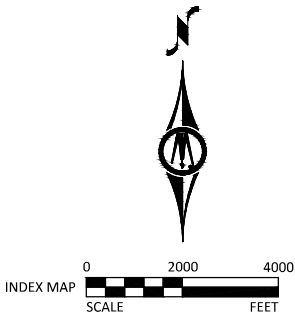
SAP 214-594-002 LOCATED ON EUREKA AVENUE N FROM 1,300' NORTH OF TH 97 TO CSAH 32 (11TH AVE SW) (GEOGRAPHICAL DESCRIPTION)

| | | | | | |
|-----------------------------------|---------|------|-------|-------|--|
| EUREKA AVENUE N (SAP 214-594-002) | | | | | |
| GROSS LENGTH | 7143.01 | FEET | 1.353 | MILES | |
| BRIDGE LENGTH | N/A | FEET | N/A | MILES | |
| EXCEPTION LENGTH | N/A | FEET | N/A | MILES | |
| NET LENGTH | 7143.01 | FEET | 1.353 | MILES | |

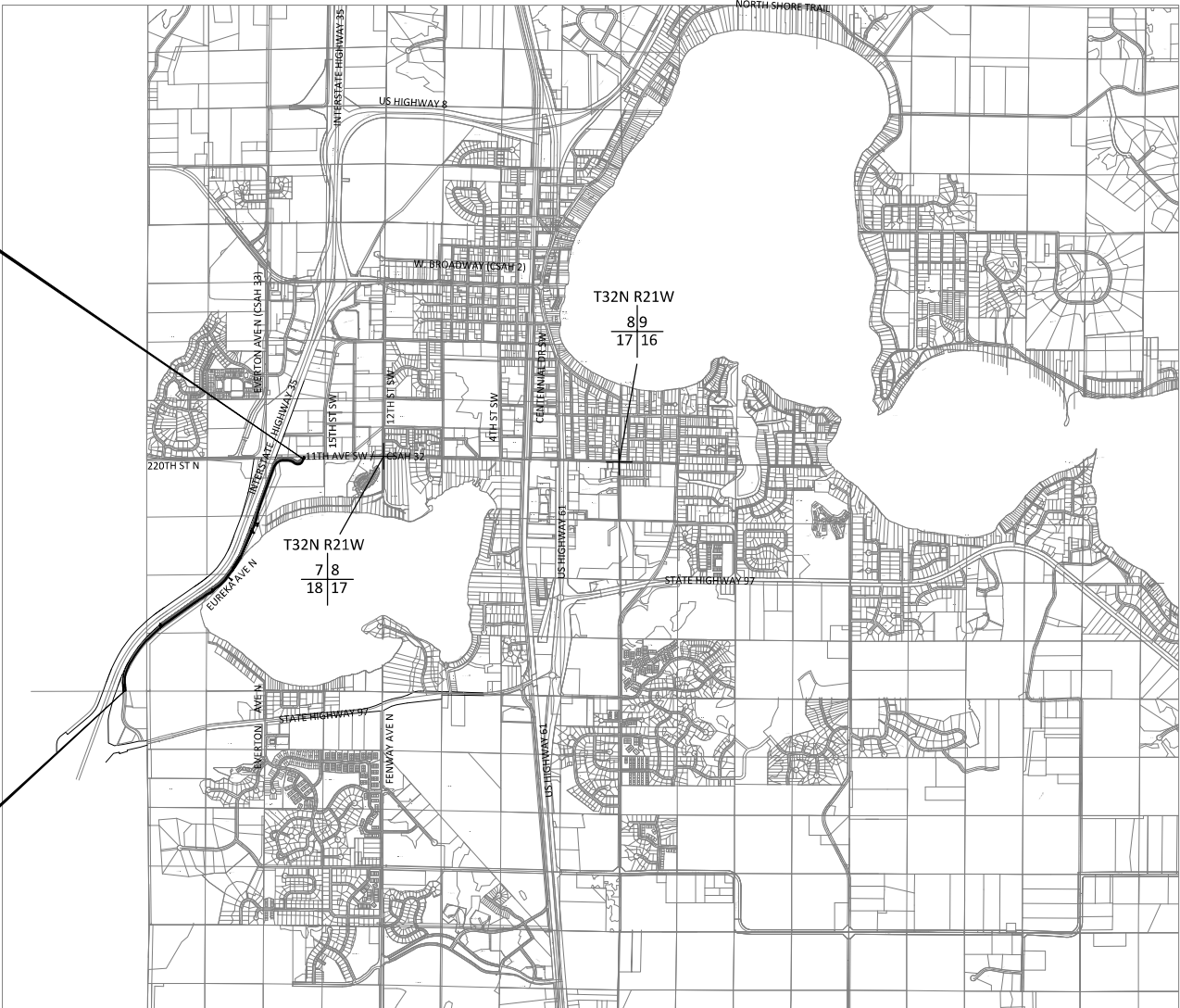
LENGTH AND DESCRIPTION BASED UPON
PROPOSED EUREKA AVENUE N CENTERLINE

END PROJECT: SAP 214-594-002 (EUREKA AVE N)
STA. 71+43.01

VICINITY MAP



BEGIN PROJECT: SAP 214-594-002 (EUREKA AVE N)
STA. 0+00.00



BM=891.659
MNDOT 8280 B
45+55.52, 72.09' RT
CLEAR LAKE WATER ACCESS

PROJECT DATUM:
HORIZONTAL: WASHINGTON COUNTY NAD 83 (1986 ADJ.)
VERTICAL: NAVD 88

RECORD DRAWING
INFORMATION

OBSERVER:

CONTRACTOR:

DATE:

| | | | | |
|------------------|------------|-----|------------|------|
| DESIGNED | ICB/JGH | NO. | ISSUED FOR | DATE |
| DRAWN | ICB/JGH | BID | 09/10/2025 | |
| CHECKED | RJG | | | |
| CLIENT PROJ. NO. | 0N1.131361 | | | |

--- GOVERNING SPECIFICATIONS --- 103
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATION FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN
ACCORDANCE WITH THE LATEST "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"
(MN MUTCD) AND PART VI, THE LATEST "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL
DEVICES.

| SHEET NUMBER | SHEET TITLE |
|--------------|--|
| 1 | TITLE SHEET |
| 2 | LEGEND |
| 3 | GENERAL LAYOUT |
| 4 - 6 | STATEMENT OF ESTIMATED QUANTITIES |
| 7 | SOILS & CONSTRUCTION NOTES |
| 8 - 9 | TYPICAL SECTIONS |
| 10 | TABULATIONS |
| 11 - 22 | STANDARD PLANS & DETAILS |
| 23 - 24 | ALIGNMENT PLAN & TABULATION |
| 25 - 27 | PRELOAD EMBANKMENT & SURCHARGE CONSTRUCTION PLAN |
| 28 - 30 | INPLACE TOPOGRAPHY & REMOVAL PLAN |
| 31 - 35 | CONSTRUCTION PLAN & PROFILE |
| 36 - 37 | INTERSECTION DETAILS |
| 38 - 40 | SANITARY SEWER PLAN & PROFILE |
| 41 - 45 | DRAINAGE PLAN & PROFILE |
| 46 - 48 | STORMWATER POLLUTION PREVENTION PLAN |
| 49 - 51 | EROSION CONTROL & TURF ESTABLISHMENT PLAN |
| 52 - 57 | LANDSCAPE PLAN & DETAILS |
| 58 - 61 | RETAINING WALL PLAN - PROFILE & DETAILS |
| 62 - 63 | ORNAMENTAL RAILING DETAILS - ALTERNATE 4 |
| 64 - 66 | TRAFFIC CONTROL PLAN |
| 67 - 69 | PAVEMENT MARKING & SIGNING PLAN |
| 70 | PEDESTRIAN CROSSWALK FLASHER SYSTEM |
| 71 - 73 | STREET LIGHTING PLAN - ALTERNATE 2 |
| 74 - 96 | CROSS SECTIONS |

THIS PLAN SET CONTAINS 96 SHEETS.

JEREMY G. HAUSER, P.E.
Design Engineer: I hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date 09/10/2025 License Number 46703

Approved: City of Forest Lake Engineer Date 09/10/2025

Lucas Lortie Digitally signed by Lucas Lortie
Date: 2025.10.01 10:13:44 -05'00'

District State Aid Engineer:
Reviewed for compliance with AASHTO Green Book and Guides

Lucas Lortie Digitally signed by Lucas Lortie
Date: 2025.10.01 10:14:59 -05'00'

Approved for State Bond Funding: State Aid Engineer



3507 HIGH POINT DRIVE NORTH
BLDG. 1 SUITE E130
OAKDALE, MINNESOTA 55128
Phone: (651) 704-9970
Email: Oakdale@bolton-menk.com
www.bolton-menk.com



FOREST LAKE, MINNESOTA
EUREKA AVENUE IMPROVEMENTS
TITLE SHEET
SAP 214-594-002

SHEET
1
OF
96

| STATEMENT OF ESTIMATED QUANTITIES - ALTERNATE 1: COLUMBUS HORNSBY ST NE | | | | | | | | |
|---|----------------|--|----------|----------------|-----------------|-------|---------------------|-------------------|
| NOTES | MNDOT SPEC NO. | ITEM DESCRIPTION | UNIT | TOTAL QUANTITY | SAP 214-594-002 | | CITY OF FOREST LAKE | CITY OF COLUMBUS |
| | | | | | EUREKA AVE N | | EUREKA AVE N | HORNSBY ST NE |
| | | | | | PARTICIPATING | | NON-PARTICIPATING | NON-PARTICIPATING |
| | | | | | ROADWAY | STORM | ROADWAY | ROADWAY |
| | | | | | | | | |
| | 2021.501 | MOBILIZATION | LUMP SUM | 1 | | | | 1 |
| | 2104.502 | REMOVE SIGN TYPE C | EACH | 2 | | | | 2 |
| | 2104.503 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH) | LIN FT | 50 | | | | 50 |
| 2 | 2104.503 | SALVAGE CHAIN LINK FENCE | LIN FT | 805 | | | | 805 |
| | 2104.503 | REMOVE CURB & GUTTER | LIN FT | 10 | | | | 10 |
| | 2104.504 | REMOVE BITUMINOUS PAVEMENT | SQ YD | 3600 | | | | 3600 |
| 3 | 2106.507 | EXCAVATION - COMMON (EV) (P) | CU YD | 4123 | | | | 4123 |
| | 2106.507 | EXCAVATION - SUBGRADE (EV) | CU YD | 460 | | | | 460 |
| 5 | 2106.507 | SELECT GRANULAR EMBANKMENT (CV) | CU YD | 3030 | | | | 3030 |
| | 2106.507 | COMMON EMBANKMENT (CV) (P) | CU YD | 707 | | | | 707 |
| | 2106.602 | SETTLEMENT PLATES | EACH | 2 | | | | 2 |
| 9 | 2108.504 | GEOTEXTILE FABRIC TYPE 5 | SQ YD | 4600 | | | | 4600 |
| 10 | 2108.504 | GEOTEXTILE FABRIC TYPE 12 | SQ YD | 2515 | | | | 2515 |
| | 2112.604 | SUBGRADE PREPARATION | SQ YD | 4600 | | | | 4600 |
| | 2118.509 | AGGREGATE SURFACING CLASS 2 | TON | 75 | | | | 75 |
| | 2123.61 | STREET SWEEPER (WITH PICKUP BROOM AND OPERATOR) | HOUR | 10 | | | | 10 |
| | 2130.523 | WATER (FOR DUST CONTROL) | MGAL | 10 | | | | 10 |
| 11 | 2211.509 | AGGREGATE BASE CLASS 5 | TON | 3410 | | | | 3410 |
| | 2357.506 | BITUMINOUS MATERIAL FOR TACK COAT | GAL | 290 | | | | 290 |
| | 2360.509 | TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) | TON | 230 | | | | 230 |
| | 2360.509 | TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) | TON | 370 | | | | 370 |
| | 2360.509 | TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) | TON | 615 | | | | 615 |
| 17 | 2502.502 | 4" PRECAST CONCRETE HEADWALL | EACH | 1 | | | | 1 |
| 18 | 2502.601 | DRAINAGE SYSTEM TYPE SPECIAL | LUMP SUM | 1 | | | | 1 |
| 19 | 2502.503 | 4" TP PIPE DRAIN | LIN FT | 17 | | | | 17 |
| | 2502.503 | 4" PERF PE PIPE DRAIN | LIN FT | 100 | | | | 100 |
| | 2531.503 | CONCRETE CURB & GUTTER DESIGN B418 | LIN FT | 1320 | | | | 1320 |
| 25 | 2557.603 | TEMPORARY FENCE DESIGN SPECIAL | LIN FT | 805 | | | | 805 |
| 2 | 2557.603 | INSTALL CHAIN LINK FENCE | LIN FT | 805 | | | | 805 |
| | 2563.601 | TRAFFIC CONTROL SUPERVISOR | LUMP SUM | 1 | | | | 1 |
| | 2563.601 | TRAFFIC CONTROL | LUMP SUM | 1 | | | | 1 |
| 27 | 2564.502 | OBJECT MARKER | EACH | 1 | | | | 1 |
| | 2564.518 | SIGN PANELS TYPE C | SQ FT | 20 | | | | 20 |
| | 2573.501 | STABILIZED CONSTRUCTION EXIT | LUMP SUM | 1 | | | | 1 |
| | 2573.501 | EROSION CONTROL SUPERVISOR | LUMP SUM | 1 | | | | 1 |
| | 2573.503 | SILT FENCE; TYPE MS | LIN FT | 2600 | | | | 2600 |
| | 2573.503 | SEDIMENT CONTROL LOG TYPE COMPOST | LIN FT | 2600 | | | | 2600 |
| | 2574.507 | COMMON TOPSOIL BORROW (LV) | CU YD | 350 | | | | 350 |
| 28 | 2575.504 | TEMPORARY POLY COVERING | SQ YD | 2800 | | | | 2800 |
| | 2575.523 | WATER (FOR TURF ESTABLISHMENT) | MGAL | 20 | | | | 20 |
| | 2575.604 | TEMPORARY HYDRAULIC MULCH MATRIX | SQ YD | 2500 | | | | 2500 |
| | 2575.604 | SEEDING, INCL SEED MIX 25-141, FERTILIZER, REPP CAT 20 | SQ YD | 2220 | | | | 2220 |
| | 2582.503 | 4" SOLID LINE MULTI COMP | LIN FT | 2000 | | | | 2000 |
| | 2582.503 | 12" SOLID LINE MULTI COMP | LIN FT | 50 | | | | 50 |
| | 2582.503 | 4" DBLE SOLID LINE MULTI COMP | LIN FT | 1420 | | | | 1420 |

| STATEMENT OF ESTIMATED QUANTITIES - ALTERNATE 2: COLUMBUS STREET LIGHTING | | | | | | | | |
|---|----------------|--|--------|----------------|-----------------|-------|---------------------|-------------------|
| NOTES | MNDOT SPEC NO. | ITEM DESCRIPTION | UNIT | TOTAL QUANTITY | SAP 214-594-002 | | CITY OF FOREST LAKE | CITY OF COLUMBUS |
| | | | | | EUREKA AVE N | | EUREKA AVE N | HORNSBY ST NE |
| | | | | | PARTICIPATING | | NON-PARTICIPATING | NON-PARTICIPATING |
| | | | | | ROADWAY | STORM | ROADWAY | ROADWAY |
| | | | | | | | | |
| | 2104.502 | REMOVE LIGHT FOUNDATION | EACH | 8 | | | | 8 |
| | 2104.502 | SALVAGE LIGHTING UNIT | EACH | 6 | | | | 6 |
| | 2545.502 | LIGHTING UNIT TYPE SPECIAL | EACH | 11 | | | | 11 |
| | 2545.502 | LIGHT FOUNDATION DESIGN E MODIFIED | EACH | 17 | | | | 17 |
| | 2545.502 | HANDHOLE | EACH | 8 | | | | 8 |
| | 2545.503 | 2" NON-METALLIC CONDUIT | LIN FT | 1500 | | | | 1500 |
| | 2545.503 | 2" NON-METALLIC CONDUIT (DIRECTIONAL BORE) | LIN FT | 80 | | | | 80 |
| | 2545.503 | UNDERGROUND WIRE 1/C 4 AWG | LIN FT | 6000 | | | | 6000 |
| | 2545.602 | INSTALL LIGHTING UNIT | EACH | 6 | | | | 6 |

SEQ NOTES:

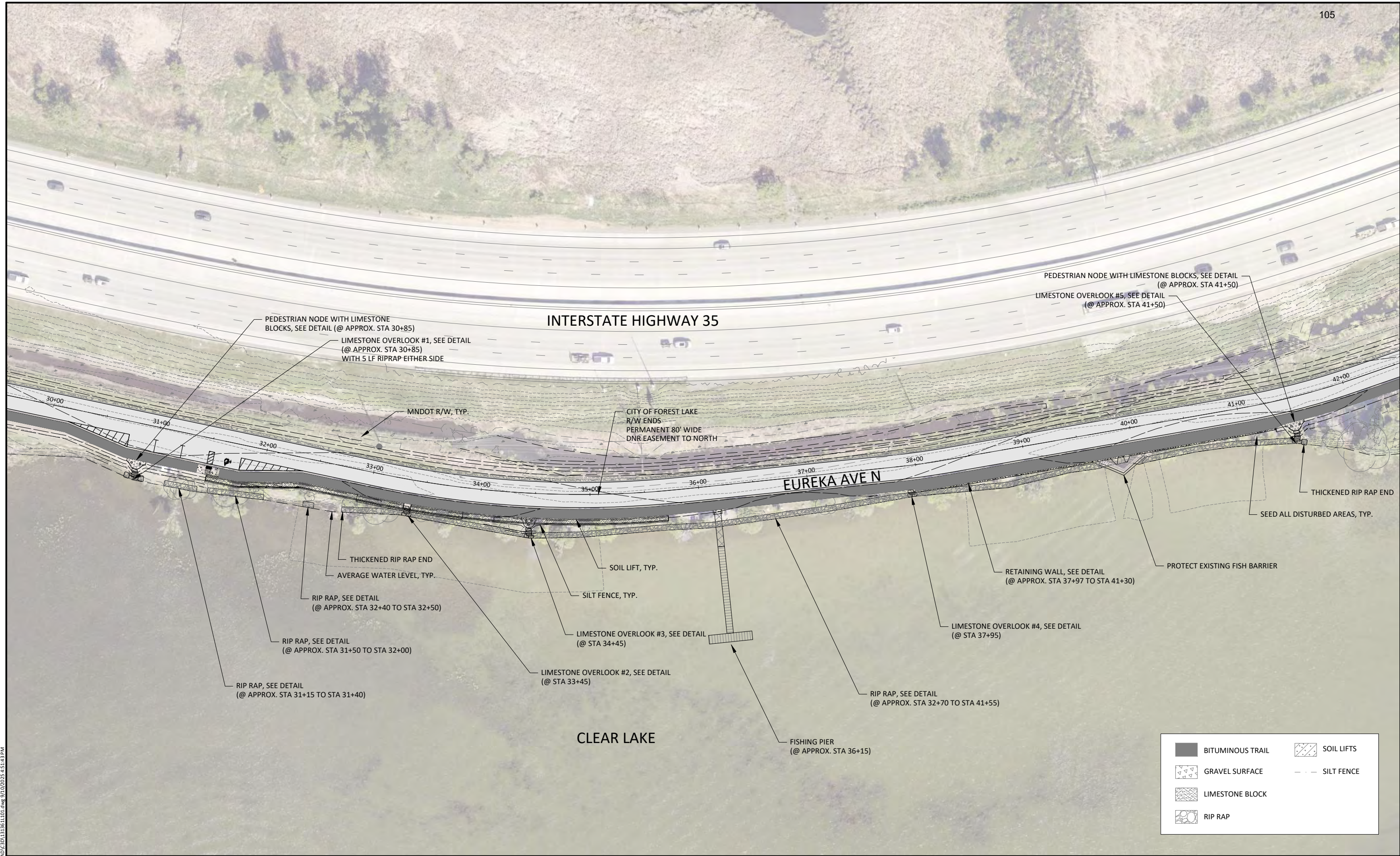
- (P) PLAN QUANTITY
- 1 FOR BRUSH CLEARING
- 2 MNDOT R/W FENCE
- 3 EXCLUDES VOLUME FOR BITUMINOUS REMOVALS (3.5" AVG. THICKNESS)
- 4 FOR SURCHARGE MATERIAL
- 5 INCLUDES QTY FOR SUBGRADE EXCAVATION BACKFILL
- 6 FOR LAKE OUTLET CULVERT REPLACEMENT
- 7 INCLUDES EXCAVATION AND EMBANKMENT MATERIALS
- 8 INCLUDES MONITORING SYSTEM
- 9 NON-WOVEN
- 10 FOR PRELOAD EMBANKMENT AND SURCHARGE AREAS
- 11 100% CRUSHED
- 12 FOR FISHING PIER AND GANGWAY INSTALLATION - MATERIALS SUPPLIED BY CITY
- 13 FOR FISHING PIER CONCRETE ABUTMENT INCLUDING HELICAL PILES
- 14 INCLUDES CAST-IN-PLACE CONCRETE TOP CAP AND CONCRETE CULVERT COLLAR
- 15 FOR IMPROVED PIPE FOUNDATION
- 16 FOR 60" SPAN RC ELLIPTICAL PIPE, INCLUDING TRASH GUARD
- 17 INCLUDES RODENT GUARD
- 18 INCLUDES TEMPORARY DRAINAGE SYSTEM AND TEMPORARY CULVERT EXTENSIONS FOR SURCHARGE AND PRELOAD EMBANKMENT AREAS
- 19 FOR DRAINTILE OUTLETS
- 20 FOR BIOFILTRATION BASIN, INCLUDING FILTER SOCK
- 21 INCLUDES FITTINGS AND OPEN CUT PIPE
- 22 4' DIAMETER CBMH WITH 3' SUMP PER DETAIL STO-6, INCLUDING ADJUSTMENT RINGS AND CASTING
- 23 5' DIAMETER OCS PER DETAIL OCS-A, INCLUDING GRATE
- 24 FOR FORCEMAIN CONNECTION
- 25 TEMPORARY CHAIN LINK FENCE FOR THE TIMEFRAME BETWEEN SALVAGING & PERMANENT INSTALLATION OF MNDOT R/W FENCE
- 26 FOR PROJECT SPECIFIC TRAFFIC CONTROL SIGNS AS REQUESTED BY ENGINEER DURING CONSTRUCTION
- 27 FOR STRUCTURE MARKER SIGNS PER DETAIL GEN-5
- 28 FOR PRELOAD EMBANKMENT AND SURCHARGE AREAS TEMPORARY EROSION CONTROL SYSTEM
- 29 FOR VEGETATION INSPECTION, MAINTENANCE, AND REPLACEMENT DURING WARRANTY PERIOD
- 30 FOR SOIL FILL FOR RIPRAP

STATEMENT OF ESTIMATED QUANTITIES - ALTERNATE 3: ADDITIONAL SHORELINE RESTORATION (RCWD)

| NOTES | MNDOT SPEC NO. | ITEM DESCRIPTION | UNIT | TOTAL QUANTITY | SAP 214-594-002 | | CITY OF FOREST LAKE | CITY OF COLUMBUS |
|-------|----------------|--|--------|----------------|-----------------|-------|---------------------|-------------------|
| | | | | | EUREKA AVE N | | EUREKA AVE N | HORNSBY ST NE |
| | | | | | PARTICIPATING | | NON-PARTICIPATING | NON-PARTICIPATING |
| | | | | | ROADWAY | STORM | ROADWAY | ROADWAY |
| | | | | | | | | |
| | 2575.604 | SEEDING, INCL SEED MIX 34-261 | SQ YD | 500 | | | 500 | |
| 30 | 2575.607 | SANDY CLAY LOAM TOPSOIL BORROW - MODIFIED (LV) | CU YD | 200 | | | 200 | |
| | 2577.502 | LIVE STAKES | EACH | 200 | | | 200 | |
| | 2577.603 | LIVE FASCINE BUNDLE | LIN FT | 750 | | | 750 | |

STATEMENT OF ESTIMATED QUANTITIES - ALTERNATE 4: DECORATIVE BLUE METAL RAILING

| NOTES | MNDOT SPEC NO. | ITEM DESCRIPTION | UNIT | TOTAL QUANTITY | SAP 214-594-002 | | CITY OF FOREST LAKE | CITY OF COLUMBUS |
|-------|----------------|-----------------------------|--------|----------------|-----------------|-------|---------------------|-------------------|
| | | | | | EUREKA AVE N | | EUREKA AVE N | HORNSBY ST NE |
| | | | | | PARTICIPATING | | NON-PARTICIPATING | NON-PARTICIPATING |
| | | | | | ROADWAY | STORM | ROADWAY | ROADWAY |
| | | | | | | | | |
| | 2475.503 | ORNAMENTAL METAL RAILING PC | LIN FT | 350 | 350 | | | |
| | 2475.503 | PIPE RAILING DESIGN SPECIAL | LIN FT | -350 | -350 | | | |



© Bolton & Menk, Inc. 2025. All Rights Reserved
A:\PROJECTS\111361\111361.dwg 9/10/2025 4:51:43 PM



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

Joel C. Odens

Joel C. Odens
LIC. NO. 44689 DATE 09/10/2025



111 WASHINGTON AVE S, SUITE 650
MINNEAPOLIS, MINNESOTA 55401
Phone: (612) 416-0220
Email: Minneapolis@bolton-menk.com
www.bolton-menk.com



| DESIGNED | NO. | ISSUED FOR | DATE |
|------------------|-----|------------|------------|
| JCO/JHR | | BID | 09/10/2025 |
| DRAWN | | | |
| JCO/JHR | | | |
| CHECKED | | | |
| JCO | | | |
| CLIENT PROJ. NO. | | | |
| 0N1.131361 | | | |

FOREST LAKE, MINNESOTA
EUREKA AVENUE IMPROVEMENTS
LANDSCAPE LOCATION PLAN
SAP 214-594-002

ALTERNATE 3 - SOIL FILLED RIP RAP NOTES:

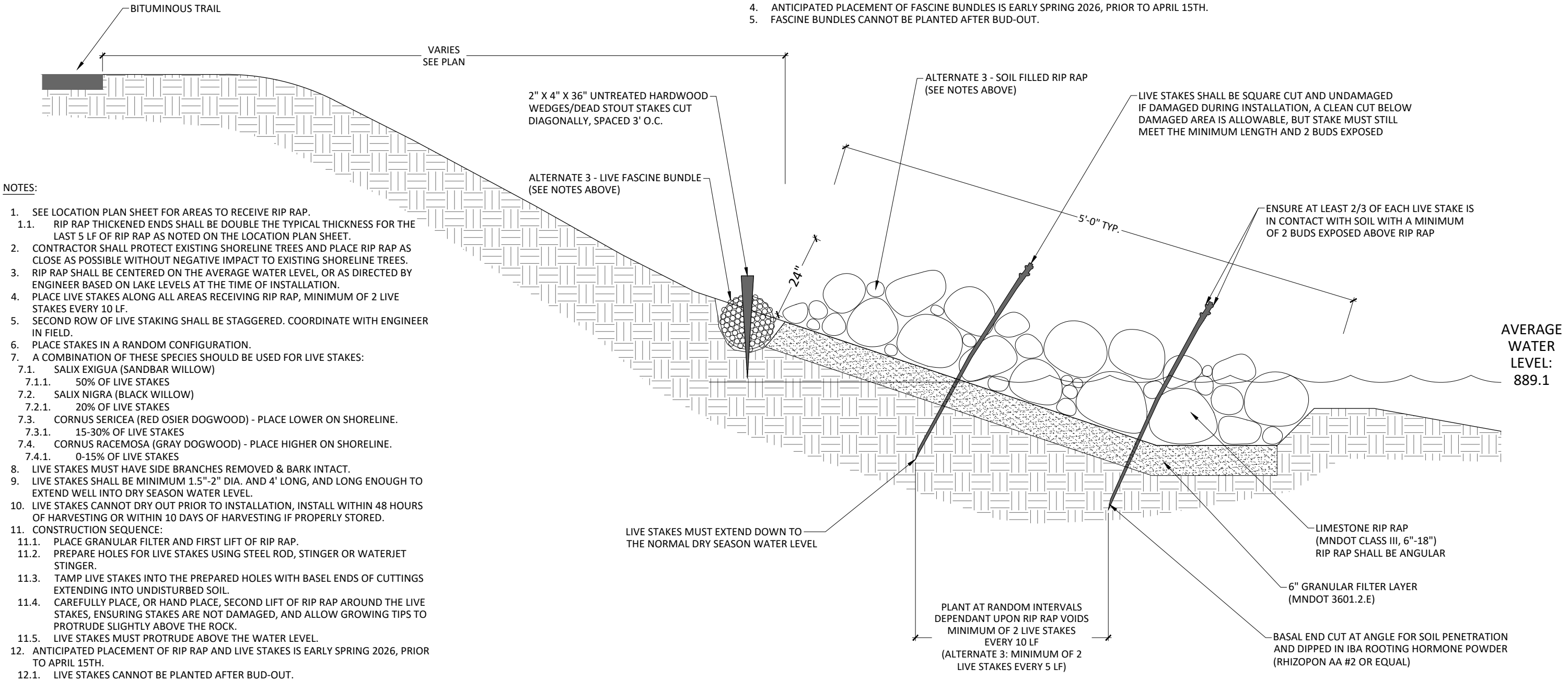
- SOIL FILL SHALL BE PRE-BLENDED AND APPLIED INTO RIP RAP VOIDS BETWEEN EACH RIP RAP LIFT ABOVE THE AVERAGE WATER LINE. RIP RAP VOIDS BELOW THE AVERAGE WATER LINE SHALL BE BACKFILLED WITH MATERIAL EXCAVATED FROM THE TOE. APPLY A MINIMAL RATE OF WATER BETWEEN EACH RIP RAP/SOIL LIFT TO ENCOURAGE SETTLING OF THE SOIL FILL INTO VOIDS. THE FINAL SOIL LIFT SHALL BE FLUSH WITH THE TOP OF THE RIP RAP SURFACE.
- SOIL FILL MATERIAL SHALL BE:
 - SANDY CLAY LOAM TOPSOIL BORROW (MNDOT 3877.2.C) WITH MINIMUM 60% SAND, OR
 - A BLEND OF 80% SAND AND 20% PEAT.
 - PHOSPHOROUS INDEX (P-INDEX) VALUE OF LESS THAN 30 MILLIGRAMS PER KILOGRAM UPON TESTING.
- THE SURFACE OF THE SOIL FILLED RIP RAP ABOVE THE AVERAGE WATER LINE SHALL BE SEEDED WITH MNDOT SEED MIX 34-261 OR BWSR SEED MIX 34-264 (LAKESHORE MOIST SOILS).
 - DO NOT ADD FERTILIZER.

ALTERNATE 3 - LIVE FASCINE BUNDLE NOTES:

- APPROX. STA. 33+50 TO 41+50: TRENCH IN FASCINE BUNDLES ALONG TOP EDGE OF RIP RAP IN AREAS WHERE EXISTING LIVE WOODY VEGETATION (TREES/SHRUBS) ABOVE THE RIP RAP IS SPARSE OR WHERE WOODY VEGETATION DISTURBANCE OR REMOVAL OCCURS.
- BUNDLES SHALL BE 8-12" DIAMETER WITH LIVE CUT BRANCHES OF MIXED WILLOW AND DOGWOOD SPECIES RANGING FROM 0.5-2.0" DIAMETER, 3-8' LONG, AND SECURED WITH BIODEGRADABLE 6MM COIR TWINE AT 12" INTERVALS.
 - FASCINE BUNDLES CANNOT DRY OUT PRIOR TO INSTALLATION, INSTALL WITHIN 48 HOURS OF HARVESTING OR WITHIN 10 DAYS OF HARVESTING IF PROPERLY STORED.
- DIG TRENCH NO MORE THAN 1 HOUR BEFORE INSTALLING BUNDLES TO MINIMIZE DRYING OF SOILS.
 - TRENCH DEPTH SHALL BE 3/4 OF BUNDLE DIAMETER.
 - OVERLAP BUNDLE ENDS IN THE TRENCH SO NO GAPS REMAIN.
 - BUNDLES SHALL BE SECURED IN PLACE WITH HARDWOOD WEDGES/DEAD STOUT STAKES AT 3' INTERVALS.
 - COVER BUNDLES WITH MOIST LOOSE NATIVE SOIL BACKFILL, WORKING IT INTO THE BUNDLES.
- ANTICIPATED PLACEMENT OF FASCINE BUNDLES IS EARLY SPRING 2026, PRIOR TO APRIL 15TH.
- FASCINE BUNDLES CANNOT BE PLANTED AFTER BUD-OUT.

ALTERNATE 3 - LIVE STAKES NOTES:

- INCREASE DENSITY TO A MINIMUM OF 2 LIVE STAKES EVERY 5 LF.




NOTES:

- SEE LOCATION PLAN SHEET FOR AREAS TO RECEIVE RIP RAP.
 - RIP RAP THICKENED ENDS SHALL BE DOUBLE THE TYPICAL THICKNESS FOR THE LAST 5 LF OF RIP RAP AS NOTED ON THE LOCATION PLAN SHEET.
- CONTRACTOR SHALL PROTECT EXISTING SHORELINE TREES AND PLACE RIP RAP AS CLOSE AS POSSIBLE WITHOUT NEGATIVE IMPACT TO EXISTING SHORELINE TREES.
- RIP RAP SHALL BE CENTERED ON THE AVERAGE WATER LEVEL, OR AS DIRECTED BY ENGINEER BASED ON LAKE LEVELS AT THE TIME OF INSTALLATION.
- PLACE LIVE STAKES ALONG ALL AREAS RECEIVING RIP RAP, MINIMUM OF 2 LIVE STAKES EVERY 10 LF.
- SECOND ROW OF LIVE STAKING SHALL BE STAGGERED. COORDINATE WITH ENGINEER IN FIELD.
- PLACE STAKES IN A RANDOM CONFIGURATION.
- A COMBINATION OF THESE SPECIES SHOULD BE USED FOR LIVE STAKES:
 - SALIX EXIGUA (SANDBAR WILLOW)
 - 50% OF LIVE STAKES
 - SALIX NIGRA (BLACK WILLOW)
 - 20% OF LIVE STAKES
 - CORNUS SERICEA (RED OSIER DOGWOOD) - PLACE LOWER ON SHORELINE.
 - 15-30% OF LIVE STAKES
 - CORNUS RACEMOSA (GRAY DOGWOOD) - PLACE HIGHER ON SHORELINE.
 - 0-15% OF LIVE STAKES
- LIVE STAKES MUST HAVE SIDE BRANCHES REMOVED & BARK INTACT.
- LIVE STAKES SHALL BE MINIMUM 1.5"-2" DIA. AND 4' LONG, AND LONG ENOUGH TO EXTEND WELL INTO DRY SEASON WATER LEVEL.
- LIVE STAKES CANNOT DRY OUT PRIOR TO INSTALLATION, INSTALL WITHIN 48 HOURS OF HARVESTING OR WITHIN 10 DAYS OF HARVESTING IF PROPERLY STORED.
- CONSTRUCTION SEQUENCE:
 - PLACE GRANULAR FILTER AND FIRST LIFT OF RIP RAP.
 - PREPARE HOLES FOR LIVE STAKES USING STEEL ROD, STINGER OR WATERJET STINGER.
 - TAMP LIVE STAKES INTO THE PREPARED HOLES WITH BASEL ENDS OF CUTTINGS EXTENDING INTO UNDISTURBED SOIL.
 - CAREFULLY PLACE, OR HAND PLACE, SECOND LIFT OF RIP RAP AROUND THE LIVE STAKES, ENSURING STAKES ARE NOT DAMAGED, AND ALLOW GROWING TIPS TO PROTRUDE SLIGHTLY ABOVE THE ROCK.
 - LIVE STAKES MUST PROTRUDE ABOVE THE WATER LEVEL.
- ANTICIPATED PLACEMENT OF RIP RAP AND LIVE STAKES IS EARLY SPRING 2026, PRIOR TO APRIL 15TH.
 - LIVE STAKES CANNOT BE PLANTED AFTER BUD-OUT.

1 TYPICAL RIP RAP W/ LIVE STAKES DETAIL

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


Joel C. Odens
LIC. NO. 44689 DATE 09/10/2025



111 WASHINGTON AVE S, SUITE 650
MINNEAPOLIS, MINNESOTA 55401
Phone: (612) 416-0220
Email: Minneapolis@bolton-menk.com
www.bolton-menk.com



| DESIGNED | NO. | ISSUED FOR | DATE |
|------------------|-----|------------|------------|
| JCO/JHR | | BID | 09/10/2025 |
| DRAWN | | | |
| JCO/JHR | | | |
| CHECKED | | | |
| JCO | | | |
| CLIENT PROJ. NO. | | | |
| 0N1.131361 | | | |

FOREST LAKE, MINNESOTA
EUREKA AVENUE IMPROVEMENTS
LANDSCAPE DETAILS
SAP 214-594-002

STAFF REPORT



MEETING DATE: October 13, 2025

STAFF ORIGINATOR: Abbi Wittman, Community Development Director

AGENDA ITEM: Local Affordable Housing Aid Agreement

INTRODUCTION:

In 2024 City staff advised the City Council (Council) that the City of Forest Lake (City) is/will continue to be a recipient of State of Minnesota Local Affordable Housing Aid (Aid) twice a year. The intent of this Aid is for the City to provide direct support for local affordable housing efforts within the community. After Economic Development Authority and Planning Commission discussions, the Council determined:

1. Program priorities should focus on programs that help:
 - a. homeowners making 115% AMI or less with the rehabilitation of their homes, then
 - b. preserve and rehabilitate units with rents at or below 60% AMI, then
 - c. create new/preserve single family housing for households that make 115% AMI or less.
2. The City should find partners to help distribute the Aid.

Since the time Council provided this direct to City staff, staff has worked with WA County Community Development Agency (CDA) to draft the enclosed Agreement for Council consideration.

ANALYSIS:

As noted in the Agreement, at no cost to the City, the CDA will distribute the City's Aid within the City limits. City Aid will be distributed within three years of disbursement from the state. Funds will be distributed in priority order (as noted above). This will be done through administration of existing CDA programs, possibly in conjunction with other CDA programs/funding. Prior to final approval of the use of funds, the CDA will consult with the Community Development Department to verify project approval.

RECOMMENDATION:

Staff recommends that, with the passing of the Consent Agenda, the City Council approves the *Local Affordable Housing Aid Agreement between the City of Forest Lake and the Washington County Community Development Agency*.

ATTACHMENTS:

Agreement

LOCAL AFFORDABLE HOUSING AID AGREEMENT
between
CITY of FOREST LAKE
and
WASHINGTON COUNTY COMMUNITY DEVELOPMENT AGENCY

THIS LOCAL AFFORDABLE HOUSING AID AGREEMENT (the “Agreement”) is entered into as of the _____ day of _____, 2025 by and between the City of Forest Lake, Minnesota (the “City”), [address], a municipal corporation and political subdivision of the state of Minnesota, and the Washington County Community Development Agency (the “CDA”), 7645 Currell Boulevard, Woodbury, Minnesota 55125, a public body politic and corporate; also referred to as “Party” or “Parties.”

WHEREAS, the State of Minnesota created Local Affordable Housing Aid (“LAHA”) under Minnesota Statutes, Section 477A.35, as may be amended, which established distributions to metropolitan area counties and tier I cities located in a metropolitan county for qualifying projects as defined in Section 477A.35, subd. 4 (“Qualifying Projects”).

WHEREAS, the City desires to engage the CDA to accept transfer of the City’s LAHA funds and administer qualifying projects on behalf of the City.

WHEREAS, the CDA desires to serve in this role with its experience in and staffing of housing finance, preservation, and development.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the sufficiency is hereby acknowledged, it is agreed by and between the Parties as follows:

1. **TERM.** This Agreement shall commence as of the date written above and shall continue until for three calendar years after the commencement date. Subject to earlier Termination as set forth in Paragraph 6, this Agreement shall automatically renew for successive 3-year terms, unless either party shall give notice of non-renewal 60 days prior to the end of the then current term.
2. **DUTIES OF THE CDA.**
 - 2.1 Authorized to Act on Behalf of the City. The CDA shall act as the agent for the City to accept transfer of funds and administer City LAHA funds according to state statutes, laws, and rules. The CDA shall assume all duties and obligations that would otherwise be imposed upon the City, specifically:
 - a. Spending the funds received under this Agreement on Qualifying Projects, including disbursements to the CDA, eligible individuals and subrecipients, as well as contractors, gap financing, and

vendors, all after determining that the use meets all requirements of Qualifying Projects.

- b. Maintaining complete and accurate records of funds received and all disbursements.
- c. Ensuring timely expenditure of City LAHA funds by December 31 in the third year following the disbursement. If funds cannot be spent on Qualifying Projects by the deadline due to factors outside of the control of the CDA, the CDA will work with the City to transfer funds to a local housing trust fund.
- d. Prepare and submit an annual report to the Minnesota Housing Finance Agency, as required starting December 1, 2025, under Minnesota Statutes, Section 477A.35, subd. 6(b).
- e. Preparing any required tax forms for recipients of City LAHA funds.

2.2 Compliance. The CDA shall comply with all LAHA requirements.

2.3 Identification and Use of City LAHA Funds.

- a. All City LAHA funds received and expended under this Agreement will be spent solely on Qualifying Projects defined under Minnesota Statutes, Section 477A.35, subd. 4 and 5.
- b. All City LAHA funds will be transferred to the CDA under this agreement. The funds will be transferred to the CDA pursuant to Paragraph 3 below.
- c. The City directs the CDA to use City LAHA funds through existing CDA programs in order of the priority as follows:
 - i. First Priority - CDA's Repair and Renovate.
 - ii. Second Priority - CDA's NOAH/NOAH-GROW.
 - iii. Third Priority – Paired with other existing CDA programs which meet criteria for Qualifying Projects.
- d. All funds shall be used within the City of Forest Lake.
- e. The distribution of the funds for qualifying projects shall be approved by the City Community Development Director.
- f. The City reserves the right to use the funds on qualifying projects in Forest Lake that do not fit under a specific Washington County program. The City will work with Washington County as early as reasonably possible on the Qualifying Project funding request.

3. TRANSFER OF FUNDS.

- 3.1 Transfer by the City. The City shall transfer the City LAHA funds received from the State to the CDA. The Parties shall cooperate and mutually agree upon the amount, timing, and transfer of funds to the CDA.
- 3.2 CDA Retention. The CDA shall deposit and maintain the funds received under this Agreement in a separate internal account. The CDA shall maintain appropriate records of funds. The CDA shall administer and disburse all City LAHA funds in accordance with this Agreement.
- 3.3 Funding Contingency. The CDA's obligations under this Agreement are specifically contingent upon the disbursement of funds by the State and the City's transfer of funds to the CDA.
- 3.4 CDA Expenses. Unless allowable as a qualifying project, administrative and salary expenses incurred by the CDA will be paid by the CDA's special benefit levy and/or program service fees.
- 3.5 The City will not incur any expenses from the CDA administering the program.
- 3.6 If funds are not spent in the time allowed by the State of Minnesota, the funds shall be returned to the City. Washington County shall notify the City 6-month in advance if the funds are not planned to be spent in time. The City and Washington County shall work together on the return of the funds.

4. RECORDS AND REPORTS.

- 4.1 Records. The CDA shall maintain complete and accurate records of funds received and all disbursements.
- 4.2 Reports. Unless otherwise mutually agreed by the Parties, the CDA shall prepare an annual update and report of distributed funds to the City concerning progress under the Agreement.
- 4.3 Access to Records. The CDA agrees to provide the City, the designated auditors, or any of their authorized representatives access to any books, documents, papers, and records of the CDA which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 4.4 Record Retention. Pursuant to Minnesota Statutes, Section 16C.05, subd.5, Minnesota Statutes, Section 16B.98, subd. 8 and applicable requirements,

the CDA shall maintain records under this Agreement for a minimum of six (6) years from the end of this Agreement.

5. INDEMNIFICATION.

- 5.1 The CDA agrees to hold harmless, indemnify, and defend the City, its officials, agents, and employees against any and all third-party claims of whatever nature, expenses (including attorneys' fees), losses, damages or lawsuits for damages that arise as a result of the willful misconduct, negligent acts, errors, and/or omissions of the CDA in the performance of this Agreement.
- 5.2 Nothing in this Agreement (including, but not limited to, indemnification or insurance provisions) shall be deemed a waiver by either Party of the limits of liability set forth in Minnesota Statutes, Section 466.04 or a waiver of any available immunities or defenses. The CDA's obligation to hold and save harmless in this Agreement shall be limited by the limitations on liability set forth in Minnesota Statutes, Section 466.04, as may be amended from time to time.
- 5.3 The CDA shall notify the City within five (5) business days of actual receipt of any of the potential claims against the CDA that may arise as a consequence of any of the work or services performed or furnished by the CDA under the terms of this Agreement.

- 6. **TERMINATION.** If the CDA materially fails to fulfill its obligations under this Agreement, the City may suspend or terminate this Agreement upon written notice to the CDA specifying the reason for termination. Additionally, either party may terminate this Agreement upon 60-day written notice to the other party at any time during the duration of this agreement.

- 7. **DATA PRIVACY.** All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CDA's performance under this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 or any other applicable state statutes and any state rules adopted to implement LAHA, as well as state statutes and federal regulations on data privacy. The CDA agrees to abide by these statutes, rules, and regulations as they may be amended.

- 8. **DISPUTE RESOLUTION.** In the event that a dispute arises between the Parties as to the interpretation or performance of this Agreement, then upon written request of either Party, representatives with settlement authority for each Party shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they shall make every effort to settle the dispute through

mediation or other alternative dispute resolution methods. If the Parties are unable to resolve the dispute through these methods, either Party may commence an action in Washington County District Court.

9. GENERAL PROVISIONS.

- 9.1 Compliance with Laws. The Parties shall abide by all applicable federal, state, or local laws, statutes, ordinances, rules, and regulations now in effect or hereunder adopted pertaining to activities governed by this Agreement. The CDA shall be responsible for the performance of any contractors unless otherwise agreed in writing.
- 9.2 Minnesota Law to Govern. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws.
- 9.3 Independent Contractor. The CDA is an independent contractor and nothing herein shall be construed to create the relationship of employer and employee or joint venture between the City and the CDA. The CDA shall at all times be free to exercise initiative, judgment, and discretion as to how best to provide the services pursuant to this Agreement. The CDA acknowledges and agrees that the CDA is not entitled to receive any of the benefits received by City employees and is not eligible for workers or reemployment compensation benefits.
- 9.4 Modifications. Any alternations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the Parties.
- 9.5 Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either Party.
- 9.6 Survival of Terms. The following components of this Agreement will survive the termination or expiration of this Agreement: 4.4, 5, 6, 7, and 8.
- 9.7 Assignment. Neither Party may assign any interest in this Agreement without prior written consent of the other Party.
- 9.8 Certification and Signatures.

- a. Each Party certifies and warrants that it has the legal authority to enter into and perform under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.
- b. Each person executing this Agreement on behalf of a Party certifies and warrants that such person is duly and validly authorized to legally execute and bind the Party to the terms of this Agreement.
- c. The Parties agree that electronic signature to this Agreement shall be as valid as original signature of the Parties and shall be effective to bind the Parties to this Agreement.

9.9 Rights and Remedies. All rights and remedies available to either the City or the CDA under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

9.10 Notices. Notices required to be provided pursuant to this Agreement shall be provided to the following named persons and address unless otherwise stated in this Agreement or in an amendment to this Agreement.

9.11 Liaison. To assist the Parties in the day-to-day performance of this Agreement, a liaison shall be designated by the City and the CDA. The Parties shall keep each other continually informed. At the time of the execution of this Agreement, the following persons are the designated liaisons:

For the City:

Abbi Wittman, Community Development Director
abbi.wittman@ci.forest-lake.mn.us, (651) 209-9752

For the CDA:

Karly Schoeman, Deputy Executive Director,
karlys@washingtoncountycda.org, (651) 458-6556

IN TESTIMONY WHEREOF, the Parties hereto have caused these presents to be executed.

City of Forest Lake, Minnesota

By: _____
Blake Roberts, Mayor

Dated: _____

By: _____
Mark Statz, City Administrator

Dated: _____

Washington County Community Development Agency

By: _____
Chair, Board of Commissioners

Dated: _____

By: _____
Executive Director

Dated: _____

MEMORANDUM

To: Forest Lake City Council
From: City Attorney Amanda Johnson
Date: October 13, 2025
Re: T-Mobile Lease Extension

T-Mobile leases space on the City's 4th Street water tower from the City for cell tower equipment. T-Mobile is in the process of removing their equipment from the water tower and has requested additional time, up to one year. City Staff does not object to this extension because the water tower is not going to be decommissioned until 2027 at the earliest. This Third Amendment extends the Agreement for an additional year on a month-to-month, with an expiration date of December 31, 2026.

The City will receive rent of \$1600 per month.

THIRD AMENDMENT TO SITE AGREEMENT

This Third Amendment to Site Agreement (“**Third Amendment**”) is made effective as of the date last signed below (“**Effective Date**”) by and between T-Mobile Central, LLC, successor-in-interest to APT Minneapolis, Inc. (“**APT or Tenant**”), and City of Forest Lake (“**Owner**”). Owner and Tenant are collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, Owner’s and Tenant’s predecessors in interest entered into that certain Site Agreement effective March 15, 2000, and the First Amendment made effective on January 10, 2001, and the Second Amendment made effective on February 10, 2025 (collectively, the “**Agreement**”), pursuant to which Tenant is leasing space for a telecommunications facility at 843 Southwest 4th Street, Forest Lake, Minnesota 55025 (as more fully described in the Agreement, the “**Leased Premises**”). Tenant and Owner now wish to further amend the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this Third Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.

2. The term of the Agreement is hereby extended at midnight on December 31, 2025 (the “**Current Term**”), and Tenant shall have the right to extend this Agreement on a month-to-month basis for a period of twelve (12) (the “**Renewal Period**”), respectively, on the same terms and conditions as set forth in the Agreement except as amended. The Agreement shall automatically renew for the Renewal Period. Tenant shall have the right to terminate this Third Amendment with thirty (30) days written notice to Owner at any time during the Renewal Period.

3. Rent for the Renewal Period shall be one thousand six hundred dollars (\$1,600.00) and shall be paid monthly as outlined Section 3 of the Agreement.

4. Tenant’s addresses for notice purposes are hereby replaced with the following:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site No. A1N0302A

5. Each person signing this Third Amendment on behalf of Owner or Tenant represents that he or she is duly authorized to sign this Third Amendment and to bind the Party on

behalf of which such person is signing. If there is a conflict between the Agreement and this Third Amendment, this Third Amendment shall prevail.

6. Owner warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to Owner's execution of this Third Amendment, or if any such third party consent or approval is required, Owner has obtained any and all such consents or approvals.

7. The Agreement remains in full force and effect as amended by this Third Amendment and is hereby ratified and confirmed by the Parties.

8. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Third Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be executed by their duly authorized representatives as of the date first written above.

Tenant:

T-Mobile Central, LLC

Owner:

City of Forest Lake

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STAFF REPORT



MEETING DATE: October 13, 2025

STAFF ORIGINATOR: Jolleen Chaika, Assistant City Administrator/Clerk

AGENDA ITEM: Gambling Permit Application

INTRODUCTION:

Non-profit organizations must obtain City approval to obtain an exempt or excluded gambling permit for bingo or raffle events. The Church of St. Peter has applied to conduct bingo at the church on November 22, 2025 and the Forest Lake/Forest View PTA has applied to conduct bingo at Forest View Elementary on November 13, 2025.

BACKGROUND:

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

Exempt Gambling Permit (LG220):

- 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 Church of St. Peter and the Forest Lake/Forest View PTA meet state and local requirements for local approval of the submitted excluded and exempt applications.

RECOMMENDATION:

Staff recommends Council move to approve the LG220 applications for St. Peter's and the Forest Lake/Forest View PTA and authorize the Assistant City Administrator/Clerk to sign applications for remittance to the Minnesota Gambling Control Board.

ATTACHMENTS:

LG220 – Church of St. Peter

LG220 – Forest Lake/Forest View PTA

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

4/23

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: Church of St. Peter

Previous Gambling Permit Number: X-82037

Minnesota Tax ID Number, if any: 8607689

Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 1250 South Shore Drive

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

Name of Chief Executive Officer (CEO): Fr. Daniel Bodin, Pastor

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): [REDACTED]

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): _____

Physical Address (do not use P.O. box): _____

Check one:

☒ City: Forest Lake Zip: 55025 County: Washington

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 11-22-2025

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.
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- ☐ 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: Fr. Daniel Boodin Date: 10/7/25
(Signature must be CEO's signature; designee may not sign)

Print Name: Fr. Daniel Boodin**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.

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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: Forest Lake/Forest View PTA

Previous Gambling Permit Number: X-93514-24-009

Minnesota Tax ID Number, if any: 4674321

Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 620 4th St SW

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

Name of Chief Executive Officer (CEO): Jessica Schultz

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): flfvpta@g[REDACTED]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

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

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

Secretary of State website, phone numbers:

www.sos.state.mn.us

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Forest View Elementary

Physical Address (do not use P.O. box): 620 4th St SW

Check one:

☒ City: Forest Lake Zip: 55025 County: Washington

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): November 13, 2025

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
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**COUNTY APPROVAL
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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: 9/18/25
(Signature must be CEO's signature; designee may not sign)Print Name: Jessica Schultz**REQUIREMENTS****Complete a separate application for:**

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

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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.

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?

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STAFF REPORT



MEETING DATE: October 13, 2025

STAFF ORIGINATOR: Jolleen Chaika, Assistant City Administrator/Clerk

AGENDA ITEM: Resolution 10-13-25-03, Massage Therapists Licenses

BACKGROUND:

Applicant Shelly Menne has applied for two massage licenses: A business license to operate a new massage business, Lodge Spa, at 20 Lake Street North, Ste. 306 and the related Massage Therapist license to allow her to practice massage therapy at that location.

ANALYSIS:

A background check is in progress by Forest Lake PD. Ms. Menne previously held a massage license with the City and had no negative reports. City staff have reviewed the applications and related materials and determined that the applicant meets all current city ordinance requirements, pending a successful background investigation.

The full license applications are available for review in the Clerk's Office.

RECOMMENDATION:

Approve Resolution 10-13-25-03 authorizing issuance of Massage Business and Massage Therapist Licenses to Shelly Menne, pending successful background check, effective through January 31, 2026.

ATTACHMENTS:

Resolution 10-13-25-03

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

Resolution 10-13-25-03

Approving Massage Therapist Licenses

WHEREAS, the City of Forest Lake requires all businesses wishing to offer therapeutic massage services to submit a city-approved application for a Massage Business License; and

WHEREAS, all individuals wishing to practice massage therapy within the City must also submit a city-approved application for a Massage Therapist License; and

WHEREAS, Shelly Menne has applied for a Massage Business Location License for her business, Lodge Spa, located at 20 Lake Street N, Ste. 306, and Therapist License to provide massage therapy services at that space; and

WHEREAS, City staff, including the Forest Lake Police Department, have reviewed both applications and the associated background material for Ms. Menne and have determined that the applicant meet all applicable local licensing requirements;

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

The City hereby approves the issuance of a Massage Business License to Lodge Spa e and a Massage Therapist License to Shelly Menne. Both licenses shall be effective until January 31, 2026, unless cancelled or revoked prior to that date.

Adopted by the City Council of the City of Forest Lake this 11th day of August, 2025.

Blake Roberts, Mayor

ATTEST:

Jolleen Chaika, Assistant City Administrator/Clerk

STAFF REPORT



MEETING DATE: October 13, 2025

STAFF ORIGINATOR: Abbi Wittman, Community Development Director
Steven Gilmore, Assistant Community Development Director
Nathan Fuerst, AICP, Consulting Planner, Bolton & Menk

AGENDA ITEM: Forest Lake Garage Condos Preliminary Plat and Planned Unit Development

120-Day Deadline: December 6, 2025

INTRODUCTION:

Hallberg Marine is requesting City preliminary plat and planned unit development (PUD) approvals to develop the approximately 30-acre property on Forest Road North between Interstate Companies and the Forest Lake Airport. Approximately 6.38 acres of the site are presently considered to be wetlands.

The proposed subdivision would allow for the development of two separate sites. The first site would contain 14 separate lots each with one garage condo unit building or industrial multitenant structure. Altogether, the condo buildings would contain 121 individually owned garage condo units with an additional 30,000 square feet of business/office flex space in the industrial multitenant buildings. The second site proposed is a separate lot containing a future 10,000 square foot building and contractor's yard with associated outdoor storage.

For City consideration:

1. Forest Lake Garage Condo Preliminary Planned Unit Development
2. Forest Lake Garage Condo Preliminary Plat

ANALYSIS:

Background Information

This site plan was reviewed by the City Council at the concept level on June 23, 2025. At that time, the City Council provided high level comments on the proposal. Since that meeting, the plans have been refined to address various comments and City requirements.

Land Use Analysis

Forest Lake 2020 Future Land Use Designation:

The property is currently land use designated as Industrial which is intended for *“This category mainly allows manufacturing and/or the processing of products and could include light or heavy industrial land use or large warehouse facilities.”* The proposed land uses are consistent with the future land use designation.

Chapter 153 Zoning Code:

The proposed plat is for a development project containing an Industrial condominium/multi-tenant structure land use and a contractor’s yard. Proposed as a planned unit development, this project would result in PUD standards allowing some flexibility to the base zoning standards found in the City’s Industrial zoning district. A review of conformance to the City’s zoning standards is provided in this report.

Proposed Land Uses and required entitlements:

Garage Condos site:

- Principal Use – Industrial condominium/multi-tenant structures
Permitted Use - future site plan approval will be required prior to buildout. The site plan approval can take place at the time of the first phase final plat.
- Accessory Use – Outdoor storage
Not permitted - ordinance revisions would be required for approval of a use not presently permitted by the City’s zoning ordinance.

Contractor’s Yard site:

- Principal Use – Offices (Contracting office)
Permitted Use - future site plan approval required prior to buildout.
- Accessory Use – 1.63 acre “Contractor’s Yard”
Conditional Use – conditional use permit is required at the time of site buildout. This cannot be approved prior to a site plan approval for a contractor’s office building. The site meets minimum qualifying criteria for this use found in City Code Section 153.092 (SS).

Staff do not recommend approval of the outdoor storage area proposed on the Garage Condos site. The City’s ordinance does not permit outdoor storage except for where expressly permitted with a specific use, such as a contractor’s yard. Uses that are not found in the use table are considered to be not permitted. In addition, the area proposed for outdoor storage is an existing woodland area which could otherwise be preserved.

Planned Unit Development

Per §153.087, the purpose of a PUD is to permit a more creative and flexible regulatory process in guiding land development compared to standard zoning regulations. This project is consistent with the City’s PUD Development Standards.

Bulk Standards / Lot Configuration

The proposed development standards are summarized in the figure below. The applicant is seeking a PUD (or specifically, to amend the original PUD) to permit flexibility for certain lots

from the City's requirements. Areas where flexibility is requested beyond the original PUD approvals are shaded in blue, below:

| Standard | Industrial District Requirement | Garage Condos Site | | Contractor's Yard Site |
|-------------------|---------------------------------|---------------------------|----------------------|------------------------|
| | | Condos | Flex Space Buildings | |
| Minimum lot Size | 1 acre | Varies (.29 ac to .94 ac) | .51 ac | 4.6 ac |
| Minimum Lot Width | 150' | 57.09' – 100' | 81.42' | 300' |
| Building Height | 45' | 30' (to peaked roof) | 29' (to flat roof) | Not specified |
| Setbacks | | | | |
| Front: | 25' | 40' | 100' | 80' |
| Side (Interior): | 7.5' | 10' | 25' | 58' |
| Rear: | 30' | 190' | NA | 685' |

The Garage Condo site will contain 14 buildings each on an individually platted lot. Surrounding each individually platted building lot will be 5 different outlots collectively encompassing the parking and drive areas along with the preserved wetland areas and the proposed outdoor storage area. The configuration of lots and outlots currently shown on the preliminary plat will allow phased buildout of the buildings proposed on the Garage Condo's site. As both the Industrial flex space and garage condo buildings are constructed, they will be replatted with a Common Interest Community (CIC or "Condo" plat) to allow for the individual spaces in each building to be sold as separate units.

Stormwater Management

The applicant has proposed a series of five (5) stormwater management ponds as part of the development. Final design details, including sizing and capacity calculations, were provided for review and approval with the submission of the final engineering plans. One stormwater pond is proposed to be shared by the two different sites. A private agreement between the two future property owners will be required to ensure the pond is maintained in perpetuity.

A condition of approval is recommended for conformance to the City Engineer's memo which will provide comments on necessary corrections to the stormwater plans.

Environmentally Sensitive Land Impact

Protecting natural resources is identified as an Overarching Goal of the City of Forest Lake Comprehensive Plan, with an Identified Goal to "Protect natural resources, and sensitive areas through the community, including soils, woodlands, natural courses, open spaces and steep slopes. This development is consistent with that goal by minimizing impacts as follows:

100-yr Flood Plain: Not applicable, not within a 100-yr flood plain

500-yr Flood Plain: Not applicable, not within a 500-year flood plain

Slopes: Not applicable, no excessive slope on the site.

Wetlands: As currently proposed approximately 71,920 square feet (1.65 acres) of wetlands will be impacted across the site with approximately 205,100 square feet (4.71 acres) undisturbed.

Staff are not recommending approval of the outdoor storage area proposed for the Garage Condos site. If that area is not disturbed, the resulting wetland impacts are anticipated to be reduced by about 0.16 acres or about 10%.

Public Utilities

The developer shall be responsible for the extension of the watermain along the west side of Forest Road N with connection to the existing watermain. Water service shall be extended to all buildings on the site per applicable building codes. Sanitary Sewer service will be extended through the site with required connections to the existing Sanitary Sewer located within Forest Road N.

A condition of approval is recommended for conformance to the City Engineer's memo which will provide comments on necessary corrections to the utility plans.

Public Right of Way Improvements

The segment of Forest Road North abutting this development is not presently constructed to the City's standard for collector roadways. Staff are recommending the City require improvement of the segment of Forest Road North abutting this project. Staff recommend that the City require reconstruction of Forest Road North, in addition to the extension of public utilities required to serve the site, to take place as part of the site improvements for this project.

A condition of approval is recommended for conformance to the City Engineer's memo which will provide comments on necessary improvements to Forest Road North.

Access and Circulation

This development is proposed to have one primary access point for each use. The Garage Condo site will contain one primary vehicle access with one additional emergency vehicle access point. The emergency access is not for use outside of emergency situations and will have knockdown bollards which will prevent regular use.

Access to the garage condo units will be provided through 50-foot-wide private drives. The drives will be wide enough to support parking on both sides abutting individual condo units and still allow for two-way traffic lanes and minimum fire apparatus turning movements. A condition of approval is recommended requiring compliance with all comments and corrections identified in the City Engineer's September 11, 2025 memo, as may be revised.

Staff recommend a condition of approval that, prior to the submittal of a final plat, the HOA Declarations be provided to the City for review. This will ensure that all future garage condo

owners have access to their unit.

Pedestrian Circulation

As an industrial frontage road, the segment of Forest Road North abutting this property is not planned for public sidewalks. Therefore, a sidewalk has not been required along Forest Road North. Pedestrian circulation shown on the site plans is appropriate given the uses proposed.

Parking

A breakdown of parking standards is provided based on the different uses proposed in this development plan.

Number of stalls:

| Use | Stalls Required (code requirement per use) | Stalls Proposed |
|---|--|---|
| Business Office Flex Space | Industrial/Warehousing = 15 stalls (1/2000 gross sq ft) Offices = 150 (1/200 gross sq ft) | 96 stalls (1 stall/313 gross sq ft of buildings) |
| Garage Condo Units | Industrial/Warehousing = 139 stalls (1/2000 gross sq ft) | 240+ stalls (120 units with 2+ stalls indoors/outdoors) |
| Industrial Flex Space/Contractor's Yard | Industrial/Warehousing = 5 stalls (1/2000 gross sq ft) Offices = 50 (1/200 gross sq ft) | 30 stalls (1 stall/333 gross sq ft of buildings) |

Given the nature of the proposed uses comprising each site, it is unlikely that the parking demand will exceed the supply of stalls that is shown. Therefore, staff consider the proposed parking to sufficiently address the City's requirements.

Location:

City Code requires all parking to be screened from public view. Most parking and internal circulation on this site is screened from public view along Forest Road North. Proposed landscaping helps to break up the parking that is visible from the Forest Road corridor. Staff are therefore supportive of flexibility to this standard.

Surfacing & Curbing:

Parking areas are all proposed with acceptable bituminous surfacing with poured in place curbs surrounding. Standard curbing is not provided on the east side of the parking lots serving the flex industrial building. The parking lots are intentionally sloped to allow water to sheet drain into the swale along Forest Road North. To meet the City's curbing requirement, and allow for drainage as proposed, the Applicant could install a ribbon (flat) curb.

A condition requiring ribbon curbing is recommended by staff.

Storage areas for contractor's yards are permitted to be dustless alternatives to gravel and must be approved through a Conditional Use Permit.

Lighting:

Proposed lighting meets the intent of the code for footcandles at the property line other than at the primary entrances of both lots where additional lighting is needed for visibility.

Signage

A freestanding monument sign has been identified on the property at the primary entrance to the garage condos site along with generic sign locations above individual tenant spaces in the industrial flex space buildings. No detail has been provided beyond general location. Any signs must comply with all applicable regulations. Sign permits are required prior to installation of all signage.

Woodland Preservation / Tree Mitigation

Primarily, existing trees on this site are located along the western boundary of the property in upland areas surrounding the wetland complex. It appears that there are sufficient trees in this area to qualify as a Significant Woodland under the City's code. On industrial parcels, development activity may remove up to 60% of significant woodlands without required replacement.

As proposed, the Applicant is removing 53% of the trees within the Significant Woodland on site and would not require replacement. If the City does not approve the outdoor storage use on the Garage Condo site, a significantly higher amount of the existing wooded area will be preserved.

Landscaping Requirements

City Code establishes landscaping requirements in section 153.135. Those requirements are summarized below:

Garage Condos Site Requirements (site perimeter = 4500 lineal feet)

Overstory Trees

- Required = 75 (perimeter/60*)
- Proposed = 46

Understory Trees/Shrubs

- Required = 450 (perimeter/10)
- Proposed = 154

The submitted plans do not depict conformance with City landscaping standards. Flexibility is requested through the PUD. Staff are comfortable approving the proposed landscaping if the outdoor storage area is eliminated from the plans. This would allow for preservation of the significant woodlands already present on site. Additionally, the understory tree/shrub requirement conforms to the requirement for frontage along Forest Road North.

Industrial Flex Site Requirements (site perimeter = 2023 lineal feet)

Current City requirements for landscaping are as follows:

- Overstory Trees Currently Required = 34 (perimeter/60*)
- Understory Trees/Shrubs Currently Required = 202 (perimeter/10)

No landscaping is shown on the plans for this part of the site because it is not proposed in the first phase of development. The Industrial flex site will be required to submit a Final Plat, Site Plan Review, and CUP request prior to any future buildout, and would be subject to planting requirements in code at that time.

A condition is recommended requiring that landscaping plans be submitted with tables tabulating the proposed mix of plantings with the final plat and PUD plan.

* This requirement changed with the adoption of new, less restrictive, standards on August 25, 2025.

Design Standards

The City Code establishes minimum standards for design in section 153.080. These standards apply to new development in the Industrial district. The Garage Condos site has been reviewed against these standards.

Site Layout

The site substantially conforms with the design elements for Industrially zoned properties such as site layout, lighting, internal circulation, loading, and exterior storage (with staff's recommendation to eliminate the storage area).

Visual Interest and Building Materials

The proposed flex space buildings fronting Forest Road North meet minimum standards for visual interest by including accent materials, contrasting yet complementary colors, and articulated entrances.

To break up the elevations of the buildings fronting Forest Road North, Staff recommend a condition that both buildings mirror the storefront marquee visible from Forest Road North on both ends. This will provide better overall conformance with the intent of the City's ordinance.

The primary façade material proposed throughout this development is painted steel board and batten siding. This material is generally compatible with the sites that surround this project, and is of a material quality substantially conforming to the intent of the City's code. With the recommended changes to the Flex Space buildings, Staff are supportive of this material as proposed throughout the project for this reason.

Parkland Dedication

At its regular meeting on September 17, 2025, the City of Forest Lake's Parks and Recreation Commission reviewed this item and recommended that the City Council accept a cash

contribution for park land dedication.

Phasing Plan

The Applicant has indicated that the proposed development will be constructed in several consecutive phases. The timing is not known at this time but can be required as a condition of final plat approval.

Forest Lake Airport Overlay District

The property is located within the Forest Lake Airport Overlay District and shall comply with the requirements of the district. Primarily, restrictions for this site are limited to structure height. With the tallest building at 30 feet tall, these structures will comply with the Airport Overlay Height limit.

Review Comments

City Engineer – City Engineer Ryan Goodman has provided a City Engineering Memo dated September 11, 2025 which provides comments and requirements on the civil plans submitted with the Forest Lake Garage Condos preliminary plat. Staff are recommending a condition of approval requiring compliance with this memo. Several key comments from the Engineering memo are summarized below:

- The portion of Forest Road North abutting this project must be reconstructed to current City standards.
- A watermain extension south along Forest Road North will be required.
- A City access road to Wetland 1 (the large westerly wetland) is required.
- 10' drainage and utility easements are required on the property boundaries abutting Forest Road North and the southern lot boundary of Outlot F.
- Additional revisions are required to the stormwater plans to demonstrate conformance with City standards and specifications.

Fire Chief – Fire Chief Alan Newman noted no new comments. Prior comments were addressed after plan resubmittals detailed emergency access and addressed fire apparatus circulation.

Building Department – Building Inspector Nate Moats commented that a plumbing permit will need to be submitted to the city with the approved plans, plan review letter from DLI and plumbing permit issued before any work is done in relation to a building permit. The city will inspect all plumbing on the site. All building, mechanical and fire protection permits shall be submitted to the City of Forest Lake for plan review, permitting and inspections.

Public Works – Director of Public Works Dave Adams did not have comments on this Development which were not included in the Engineering memo.

Rice Creek Watershed District – The Applicant is in the process of receiving approvals from the RCWD and has received a Technical Evaluation Panel conditional approval of the wetland boundaries as delineated by their consultants. A RCWD permit is expected to follow this and will be a requirement prior to a final plat application.

Public Hearing and Neighborhood Meeting

A public hearing notice was posted and held at the Planning Commission's regular meeting on October 8, 2025. No public comments have been received at the time of writing.

A neighborhood meeting was held at Forest Lake City Hall on September 24, 2025 at Forest Lake City Hall. The Applicant was present to address questions from property owners from the area surrounding this proposed development.

RECOMMENDATION:

Planning Commission Recommendation:

At its regular meeting on October 8, 2025, the Planning Commission reviewed staff's report, held a public hearing, and discussed the Applicant's requests. The Planning Commission ultimately voted 7-0 to recommend that the City Council approve the preliminary plat and PUD Planned Unit Development Amendment proposed by the Applicant. Findings for the Preliminary PUD and plat were established as follows:

PUD

1. The PUD is consistent with the City's adopted 2040 Comprehensive Plan.
2. The proposed land use is consistent with the City's Subdivision and Zoning ordinances.
3. The proposed PUD plan is compatible with the existing and planned surrounding context.
4. The proposed PUD plan will not negatively impact the health, safety, and general welfare of the surrounding area.
5. The proposed PUD plan will not create an unmitigated burden on parks, schools, streets or other public facilities.
6. The proposed PUD plan will be constructed in a phased manner acceptable to the City.
7. The proposed PUD plan will not negatively impact environmental quality, property values, scenic views, and reasonable enjoyment of the surrounding area.
8. Flexibility to city code proposed by the PUD plan are justified by the design of the proposed use.

Preliminary Plat

1. The proposed project is consistent with the City's adopted 2040 Comprehensive Plan.
2. The proposed project does not meet conditions for establishing a premature subdivision in section 152.074(B) of the City's subdivision ordinance.
3. The proposed project does not meet the criteria for denial in section 152.074 (C) of the City's subdivision ordinance.

4. The proposed project will be approved with flexibilities through a PUD but is otherwise consistent with applicable City zoning, subdivision, land use, design, and engineering standards.




Following discussion, staff recommends the City Council **make a motion to approve Resolution 10-13-25-04 approving the Forest Road North Garage preliminary plat and planned unit development, subject to the following conditions of approval:**

1. Prior to the City finding any application for a final plat and final PUD complete, the applicant shall complete the following:
 - a. Fully address all comments in the City Engineer's September 11, 2025 review memo, as may be subsequently revised, to the satisfaction of the City.
 - b. Submit a landscaping plan which tabulates the number, size, and species mix and as required by City Code.
 - c. Remove the proposed exterior storage area proposed to serve the Garage Condos use.
 - d. Receive and submit a copy of a RCWD Watershed permit for the project.
 - e. Proposed Owners' declarations must be submitted to the City for review.
 - f. The parking areas along Forest Road North must be revised to include ribbon curbing where stormwater sheet drains to the City's right of way along Forest Road North.
 - g. Building elevations for the proposed flex industrial buildings along Forest Road North must be revised to add additional visual interest.
 - h. The City has received payment from the Applicant or Developer for all outstanding invoices related to the project.
 - i. The applicant shall provide the City with necessary documents for the City to determine the fair market value for cash fee in lieu of land dedication. The amount of the required cash dedication shall be incorporated into the Development Agreement. The Final Plat shall not be released until all parkland dedication requirements have been fulfilled.
2. The final plat shall include all necessary and additional public right-of-way and easements.
3. No flexibility is provided to Signage, and a master sign plan may be required for the Garage Condos site when signage is requested.
4. The applicant/developer is responsible, at their own expense, for installing all required right of way improvements.
5. In the event the applicant desires to conduct mass grading of the site prior to final plat approval, the applicant shall enter into a mass grading agreement with the City. The applicant or developer shall submit to the City All required City financial guarantees before starting any site or ground disturbance.
6. Outside storage on the northern multi-tenant parcel shall not be included in the final Plan.

ATTACHMENTS:

1. Site Location Map
2. Project Narrative
3. Forest Lake Garage Condos Preliminary Plat
4. Forest Lake Garage Condos Preliminary Plans
5. City Council Resolution

Legend

-  City Limits
-  Parcels 07/21/2025
-  Lot Lines



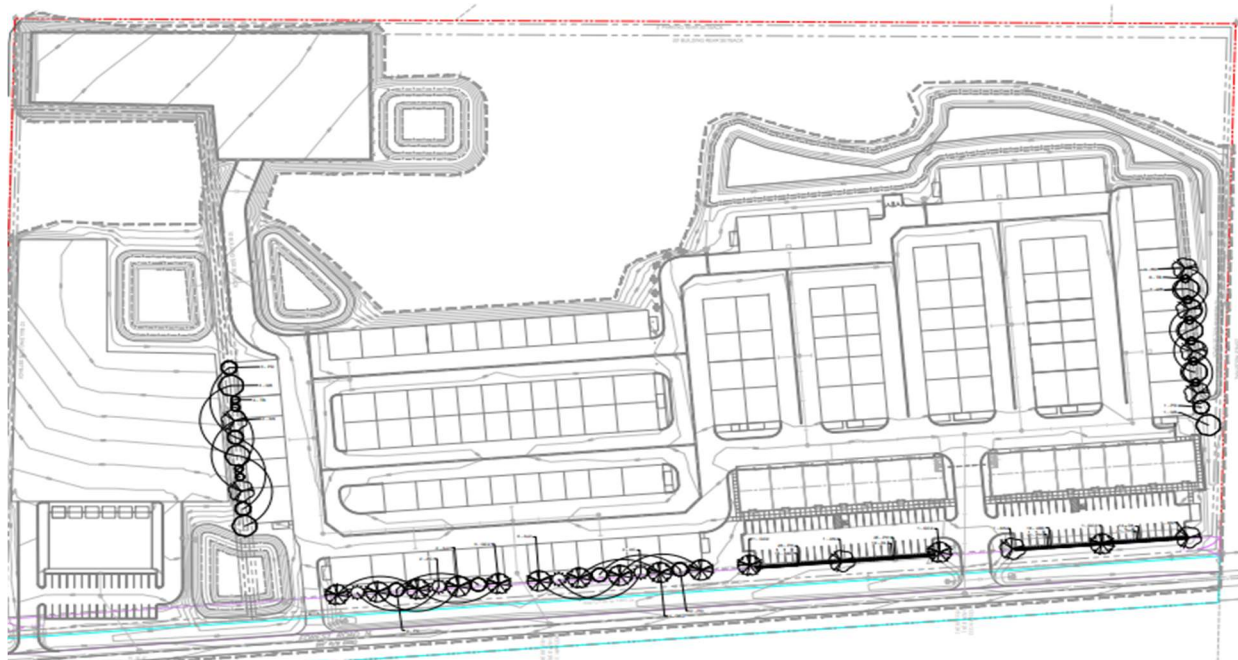
**FL Garage Condos
 PZ25-1351 &
 PZ25-1352**

**Disclaimer:**

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

0 527 Feet

Forest Blvd N. – Project Development Narrative



Concept Plan approval was received by the Planning Commission on 6/11/25 and the City Council on 6/23/25 for the proposed development of 30 acres of land located along Forest Blvd N., Forest Lake, MN (*parcel number 200322113006*). A full legal description of the parcel is referenced within application documents.

The proposed development property is intended to be re-platted into two parcels. After re-platting, and incorporating easements and wetland delineation, the “net developable area” of the proposed project is estimated at less than +/-23 acres in total. The Preliminary & Final Plat, Subdivision, and PUD process outlines the process and re-configuration of the property, re-platting as generally described below.

- Parcel 1 (Northern Parcel) = Approximately 23+/- acres comprised of 14 individual buildings, each building being its own parcel and approximately +/- 100-150 For Sale Garage Condominium units with outdoor storage uses as well as +/- 30,000 SF of for lease business/office flex space.
- Parcel 2 (Southern Parcel) = Approximately 7+/- acres and comprised of approximately 10,000 SF Flex Industrial building, containing approximately 30 parking stalls and 5 acres of outdoor storage use. Represented as outlot A.
 - Roadways, utilities, ponding, etc. to be constructed with each of their own development plans.

Therefore, the proposed development, once complete, will meet the city’s current and future zoning of Industrial and developers will be seeking the outdoor storage rights through a conditional use permit for Parcel 1 as well as contractors’ yard and outdoor storage rights through a conditional user permit for Parcel 2. We believe the proposed plan is compliant with the City of Forest Lake 2040 Comprehensive Plan and the Industrial zoning guided by this proposal. In addition, City code requires a PUD for any development with a lot containing more than one principal structure and the preliminary plan includes 14 garage condo buildings enacting the PUD development process.

Land Use & Zoning

As the property is currently zoned as well as guided to **Industrial** zoning, we have included a few key attributes from the City of Forest Lake code about the purpose of the zoning district:

- Purpose - multi-use commercial buildings
- Approved – Condominium multitenant buildings.
- Conditional Uses – Recreational Commercial
- Conditional Uses – Outdoor Storage
- Conditional Uses – Contractor’s yard

This proposed development Concept Plan, Preliminary & Final Plat, Subdivision, and PUD are wholly in-line with the essence of the purposed uses. It offers a mixture of for rent and ownership options for the residents of Forest Lake and the market as well providing a need for the for leased smaller format business/office flex space for the business community of the NE Metro. Additionally, green spaces, enhanced landscaping and thoughtful consideration for the in-place wetlands results in a cohesive environment being included into the overall development design. The property is currently being used as farm fields and tax classification is agricultural.

The proposed overall development plan results in a roughly \$25M investment into the area as well as providing approximately 100-150 new tax ID parcels replacing a single tax basis of \$7,000 of agricultural zoning in 2024 and providing a significant tax increase for the City of Forest Lake and Washington County.

Public Utilities

All comments as referenced in the Engineering memo dated May 19th, 2025, have been addressed within the update. General design concept is provided below in narrative form.

- *Water is currently installed and exists along the west side of Forest Blvd and is available at the South Property line of the 30-acre development.*
- *Sewer is currently installed and runs the entire North/South length of the property within the Forest Blvd N. roadway.*
- *Power, there is an existing excel energy easement located along the West side of forest Blvd. that will be utilized for routing power for the development.*
- *Easements: It is our understanding; a drainage and utility easement will be required over any public utilities.*
- ***** Reference attached preliminary plan civil and utility design sheets.*

Setback Requirements:

Application includes concept site plans indicating the following setbacks:

- 30' Building Front Setback
- 20' Building Rear Setback
- 10' Building Side Setback
- 10' Parking Setback

Access

The preliminary plan reflects access points along the East side of the parcel and off of Forest Rd. Internal roads will conform to the required fire life safety and fire department access standards. As requested by staff, a secondary emergency exit has been provided for the northern parcel as well as the southern parcel access has been reduced down to a single point.

ROW Dedication

Existing survey for the parcel indicates the property line extends through/over Forest Blvd N. resulting in the roadway being within the current property line. It is the applicants understanding the 66' ROW for Forest Blvd N. will need to be dedicated to the city of Forest Lake.

Parking

Parking for the garage condominium will be sufficient given each building is owned by an individual and parking can take place within each unit or outside each unit within the garage unit apron. Parking for the business/office flex and flex industrial will be per city requirement.

Details of Proposed Development Types:

Garage Condominiums: Consists of multiple 1 story for sale garage condo buildings including a variety of sizes and layouts. Total garage condominium units are estimated +/-100-150. Constructed in phases and governed by CC&R's and managed by the HOA. Unit sizes are anticipated to range from 600sf – 3,000sf.

Business/Office Flex Space: Consisting of two buildings roughly 15,000SF each or 30,000SF in total positioned directly along Forest Blvd N providing the gateway to the development with buildings consisting of higher % of class A finished material.

Flex Industrial: The intent is for this to be a build to suit (BTS) for a company and building to their desired needs. General concept being a small format industrial flex building consisting of some front of house office build out within the building as well the rear portion of the building being high bay industrial finish space with larger roll up doors. Intended users will have the need for outdoor storage, contractor yard as well as surface parking Infront for both employees and potential customers.

Architecture and Site Design

All buildings are being designed to maximize the buildable land area and efficient layout of the uses while minimizing exposure to the natural environment and wetlands while still delivering a viable project. The development is being designed to focus on the practical end user based on simplicity and minimalistic needs, as we see in the market, not high end exclusive private development. As a result, the architectural design and quality of the buildings throughout all developments will be of standards and comparable quality to other similar developments in the immediate vicinity. (City airport to the South & Interstate Partners to the North)

Exteriors: All exterior materials and building features will be designed to meet the standards for acceptable architectural elements, articulation and material transitions. Conceptual images are represented below.



Preliminary Development Schedule:

Final entitlement approvals and building permits will be sought by year end 2025. Site improvements in the area to be made in early 2026. Construction of the estimated project to be completed depending on phases in 12- 36 months.

PRELIMINARY PLAT: FOREST ROAD NORTH GARAGE

PRELIMINARY PLAT GENERAL NOTES

PROPERTY DESCRIPTION:

All that part of the W 1/2 of the NE 1/4 of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, which lies Westerly of the right-of-way of the Northern Pacific Railway, and Southerly of the North 615.00 feet thereof.

Except the following: The South 544 feet of the North 1159 feet of the W 1/2 of the NE 1/4 of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, which lies Westerly of the Right of Way of the Northern Pacific Railway.

This preliminary plat was prepared with the benefit of a Commitment for Title Insurance issued by First American Title Insurance Company, File No. NCS-1238076-MPLS, dated July 17, 2025.

DATE OF PREPARATION:

8-6-2025

Please note that the background survey information is per a survey by St. Croix Surveying dated 8/24/2022 provided to us by the client.
Proposed site features shown per plans by Civil Site Group.

APPLICANT:

KSSK Investment, LLC
3342 Ivy Court
Eagan, MN 55123
Scott Peterson
peterson.s.l@gmail.com
651-303-3756

AREAS:

Total Property Area = 1,307,822 Sq. Ft. or 30.023 Acres

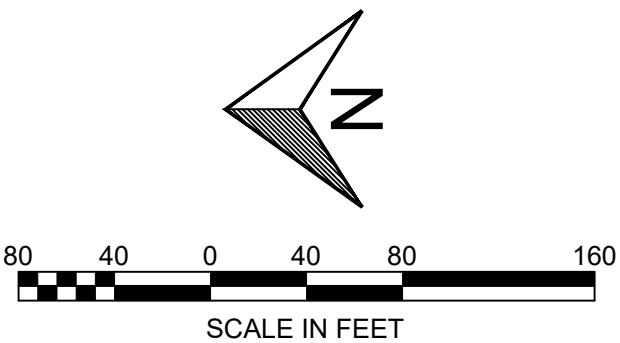
See graphics for individual lot areas

FLOOD ZONE:

This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27163C0126E, effective date of February 3, 2010.

Rory L. Synstelien
rory@civilsitegroup.com

Minnesota License No. 44565



Linetype & Symbol Legend

| | | | |
|------------|---------------------------|---|----------------------|
| —E—E—E— | ELECTRIC LINE | ⊠ | AIR CONDITIONER |
| —E—E—E— | ELECTRIC LINE (RECORD) | ⊠ | CABLE TV BOX |
| —F—F—F— | FIBER/COMM. LINE | ⊠ | ELECTRIC MANHOLE |
| —F—F—F— | FIBER/COMM. LINE (RECORD) | ⊠ | ELECTRIC TRANSFORMER |
| —G—G—G— | GASMAIN | ⊠ | ELECTRICAL METER |
| —G—G—G— | GASMAIN (RECORD) | ⊠ | FIBER/COMM. MANHOLE |
| —OH—OH—OH— | OVERHEAD UTILITIES | ⊠ | POWER POLE |
| —S—S—S— | SANITARY SEWER | ⊠ | GUY WIRE |
| —S—S—S— | SANITARY SEWER (RECORD) | ⊠ | GAS METER |
| —SS—SS—SS— | STORM SEWER | ⊠ | GAS MANHOLE |
| —SS—SS—SS— | STORM SEWER (RECORD) | ⊠ | GAS VALVE |
| —T—T—T— | TELEPHONE LINE | ⊠ | ROOF DRAIN |
| —T—T—T— | TELEPHONE LINE (RECORD) | ⊠ | SEWER CLEAN OUT |
| —W—W—W— | WATERMAIN | ⊠ | SANITARY MANHOLE |
| —W—W—W— | WATERMAIN (RECORD) | ⊠ | STORM MANHOLE |
| —X—X—X— | CHAINLINK FENCE LINE | ⊠ | CATCH BASIN |
| —X—X—X— | WOODEN FENCE LINE | ⊠ | FLARED END SECTION |
| —X—X—X— | IRON FENCE LINE | ⊠ | TELEPHONE BOX |
| —X—X—X— | GUARDRAIL | ⊠ | TELEPHONE MANHOLE |
| —X—X—X— | ACCESS RESTRICTION | ⊠ | TRAFFIC SIGNAL |
| —X—X—X— | CONCRETE SURFACE | ⊠ | HYDRANT |
| —X—X—X— | PAVER SURFACE | ⊠ | FIRE CONNECTION |
| —X—X—X— | BITUMINOUS SURFACE | ⊠ | POST INDICATOR VALVE |
| —X—X—X— | GRAVEL/LANDSCAPE SURFACE | ⊠ | WATER MANHOLE |
| ⊠ | UTILITY VAULT | ⊠ | WATER VALVE |
| ⊠ | UTILITY MANHOLE | ⊠ | WELL |
| ⊠ | ELECTRICAL OUTLET | ⊠ | SATELLITE DISH |
| ⊠ | HAND HOLE | ⊠ | SIGN |
| ⊠ | BOLLARD | ⊠ | CONIFEROUS TREE |
| ⊠ | FLAG POLE | ⊠ | DECIDUOUS TREE |
| ⊠ | FUEL TANK | ⊠ | BUSH/SHRUB |
| ⊠ | HANDICAP SYMBOL | ⊠ | SOIL BORING |
| ⊠ | LIGHT POLE | ⊠ | SET OR TO BE |
| ⊠ | MAIL BOX | ⊠ | FOUND IRON MONUMENT |
| | | ⊠ | SET IRON MONUMENT |
| | | ⊠ | CAST IRON MONUMENT |

Forest Road North Garage Condo

Forest Lake, Washington County, Minnesota 55025

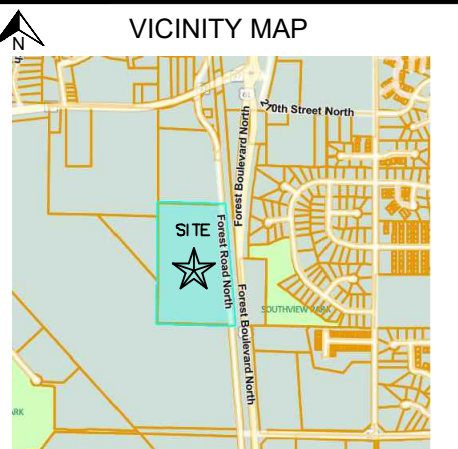
Forest Road North Development, LLC

3432 Ivy Court, Eagan, MN 55123

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

RORY L. SYNSTELIEN
DATE 8-6-2025 LICENSE NO. 44565

| Q/A/QC |
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| FIELD CREW |
| DRAWN BY CJ |
| REVIEWED BY RS |
| UPDATED BY |



| REVISION SUMMARY |
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| DATE DESCRIPTION |
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PROJECT NO. 24490

PRELIMINARY PLAT

V2.0

PRELIMINARY:
NOT FOR
CONSTRUCTION

PROJECT
FOREST ROAD NORTH GARAGE
CONDO
FOREST LAKE, MN 55025
OWNER
KSSK INVESTMENTS, LLC.
3432 IVY COURT, EAGAN, MN 55123

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

Matthew R. Pavlek
DATE 08/06/25 LICENSE NO. 44263

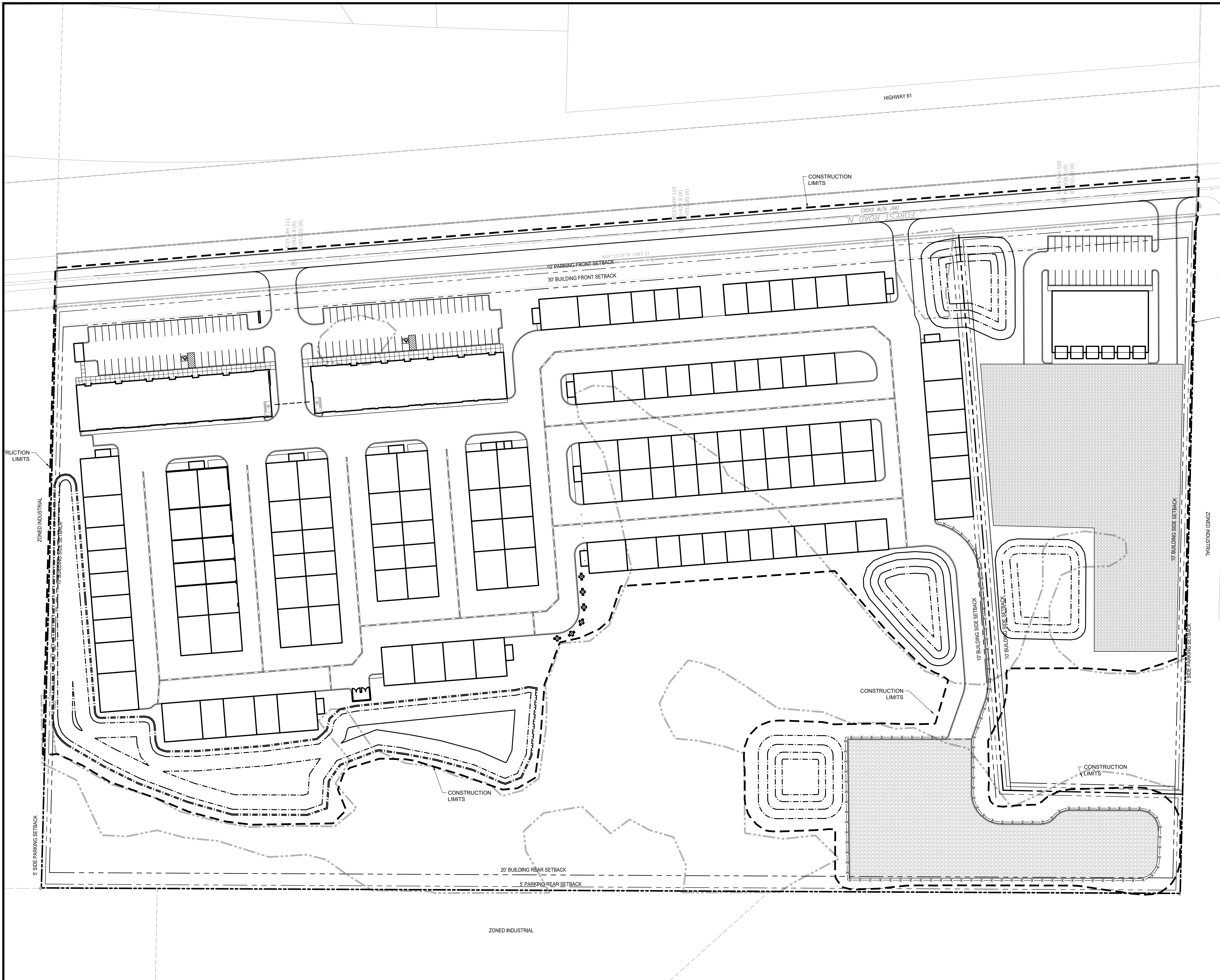
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| DATE | DESCRIPTION |
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| 06/09/2025 | WATERSHED SUBMITTAL |
| 08/06/2025 | CITY SUBMITTAL |

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| PROJECT MANAGER | MATT PAVLEK |
| PROJECT NUMBER | 1717 FOREST RD N.YTL |
| DRAWN BY | ROSE, WESLEY |
| CHECKED BY | MP |
| PROJECT NUMBER | 171717 |

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SITE PLAN OVERALL

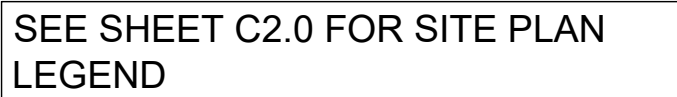
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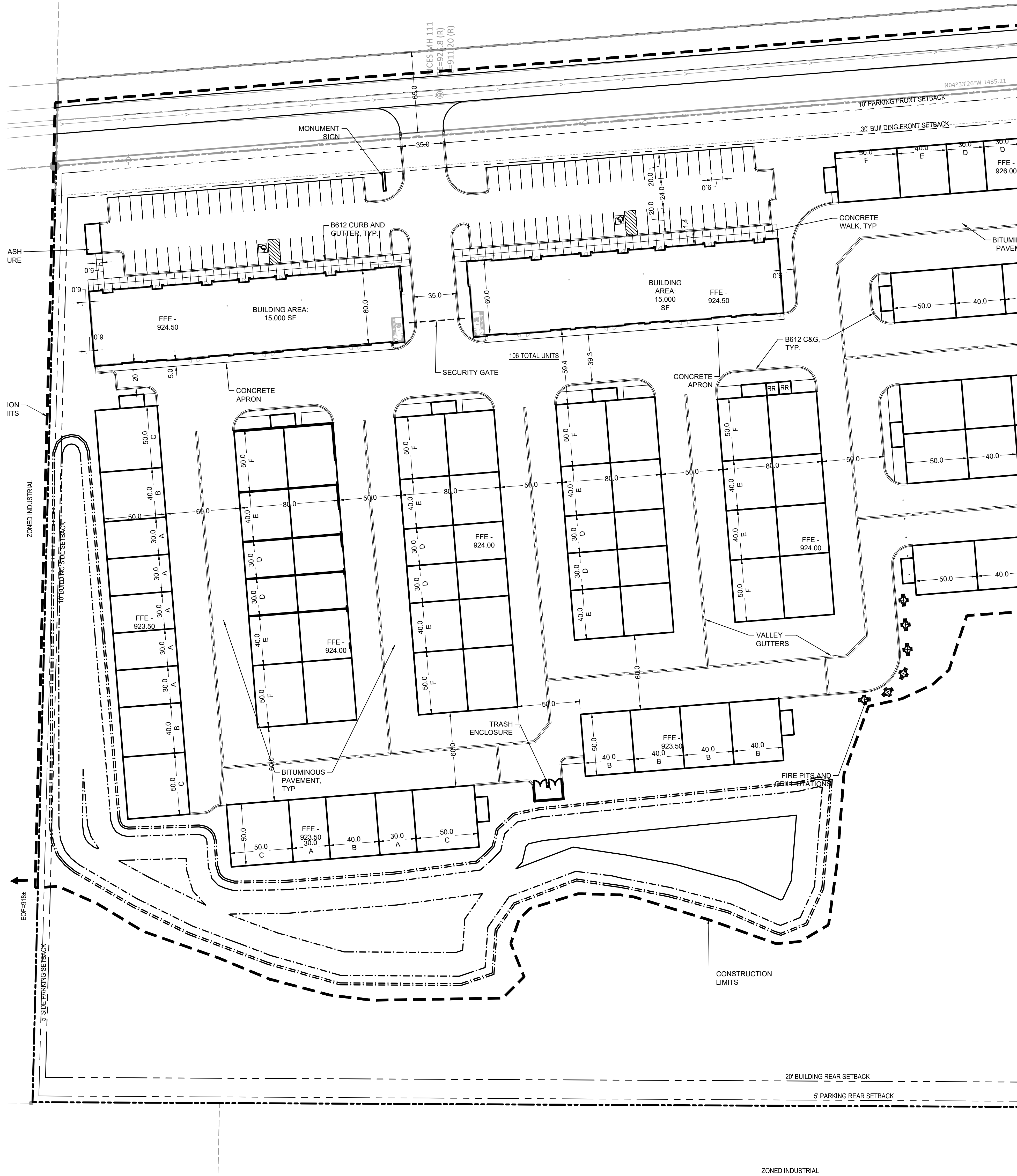


SITE PLAN LEGEND:

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| | SPECIALTY PAVEMENT (IF APPLICABLE). PROVIDE BID FOR THE FOLLOWING OPTIONS. INCLUDE VARIATIONS OF BASE MATERIAL AND OTHER NECESSARY COMPONENTS. 1. STAMPED & COLORED CONCRETE 2. CONCRETE PAVERS MAKERS, COLORS, MODELS, & PATTERN TO BE INCLUDED IN SHOP DRAWING SUBMITTAL PRIOR TO CONSTRUCTION. | | PERVIOUS PAVEMENT (IF APPLICABLE) - CONCRETE PAVER PERVIOUS SYSTEM. INCLUDE ALL BASE MATERIAL AND APPURTENANCES AS SPECIFIED PER MANUFACTURER SPECIFICATIONS & INSTRUCTIONS. MAKE: BELGARD, OR EQUIVILANT MODEL: AQUASTONE, OR EQUIVILANT COLOR: T.B.D. - PROVIDE SAMPLES, SHOP DRAWINGS & PRODUCT DATA REQUIRED PRIOR TO CONSTRUCTION. | | CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS, WITHIN ROW SEE CITY DETAIL, WITHIN PRIVATE PROPERTY SEE CSG DETAIL. | | TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS 1. RESERVED FOR CITY SPECIFIC SITE NOTES. |
| | LIGHT DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL. | | HEAVY DUTY BITUMINOUS PAVEMENT (IF APPLICABLE). SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH, SEE DETAIL. | | PROPERTY LINE | | SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED HC = ACCESSIBLE SIGN NP = NO PARKING FIRE LANE ST = STOP CP = COMPACT CAR PARKING ONLY |
| | CONSTRUCTION LIMITS | | CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN | | CURB TAPER | | ACCESSIBILITY ROUTE ARROW (IF APPLICABLE) DO NOT PAINT. |

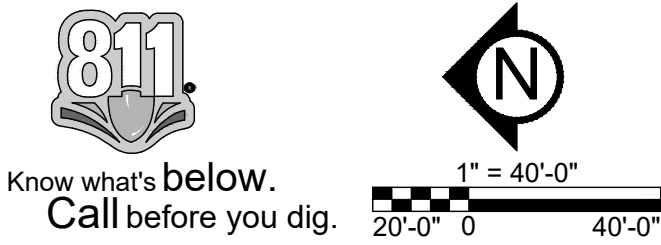
SEE SHEET C0.1 FOR GENERAL SITE NOTES





SEE SHEET C0.1 FOR GENERAL
SITE NOTES

SEE SHEET C2.0 FOR SITE PLAN
LEGEND



**PRELIMINARY:
NOT FOR
CONSTRUCTION**

PROJECT
**FOREST ROAD NORTH GARAGE
CONDO**

OWNER
KSSK INVESTMENTS, LLC.
3432 IVY COURT, EAGAN, MN 55123

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

Matthew R. Pavlek
DATE 08/06/25 LICENSE NO. 44263

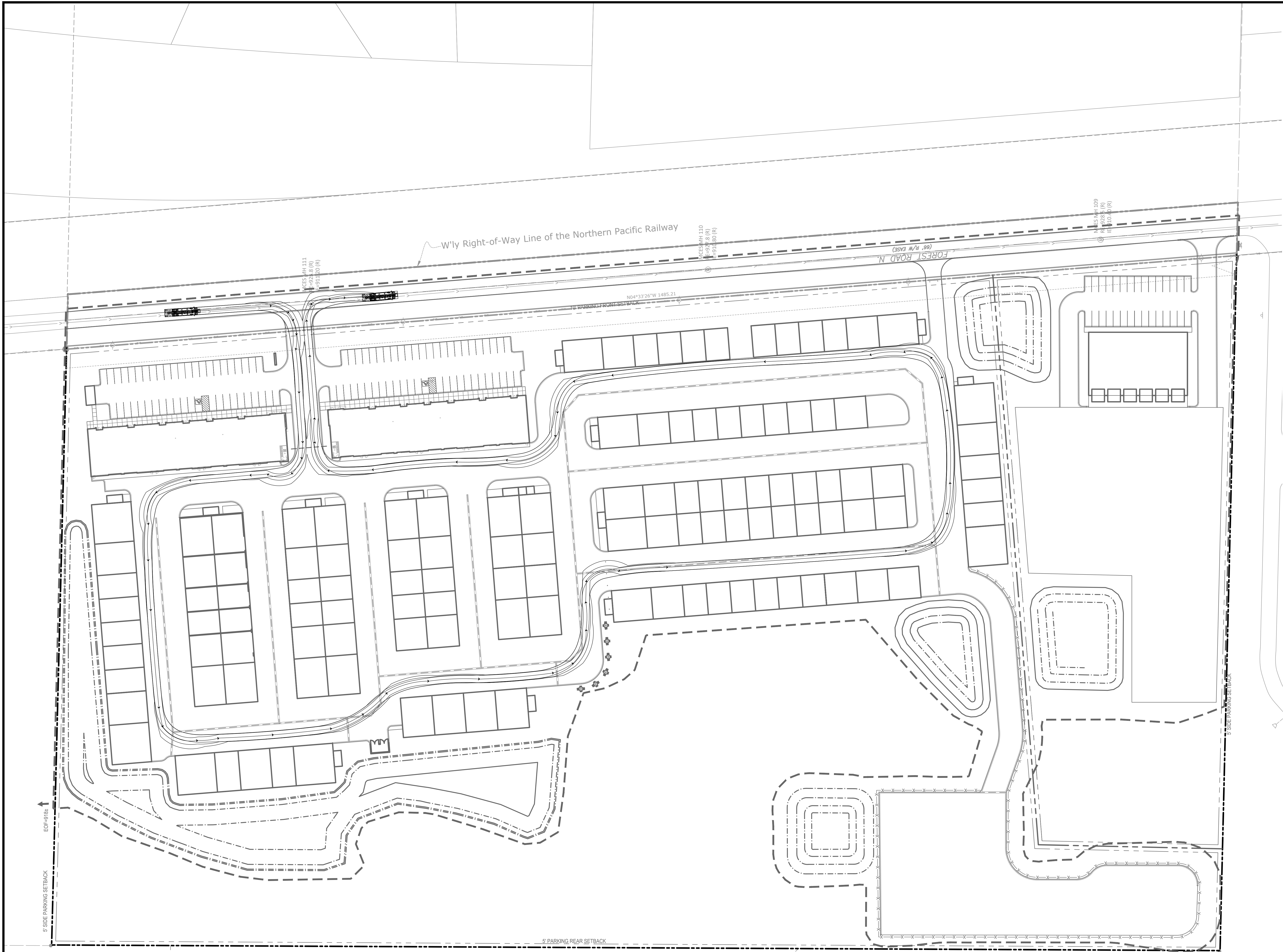
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| 06/02/25 | WATERSHED SUBMITTAL |
| 08/06/25 | CITY SUBMITTAL |

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| PROJECT MANAGER | MATT PAVLEK |
| DESIGNER | MATT PAVLEK & TYL |
| CHECKED BY | ROSE WILSON |
| DESIGNED BY | MP |
| PROJECT NUMBER | 14463 |

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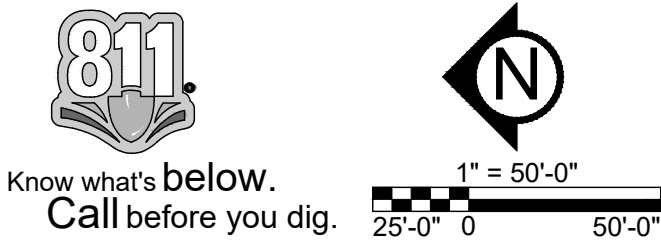
SITE PLAN BLOWUP -
NORTH SIDE

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SEE SHEET C0.1 FOR GENERAL
SITE NOTES

SEE SHEET C2.0 FOR SITE PLAN
LEGEND



PRELIMINARY:
NOT FOR
CONSTRUCTION

PROJECT
FOREST ROAD NORTH GARAGE

CONDO

FOREST LAKE, MN 55025

OWNER
KSSK INVESTMENTS, LLC.

3432 IVY COURT, EAGAN, MN 55123

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UNDER THE LAWS OF THE STATE OF
MINNESOTA.

Matthew R. Pavlek
DATE 08/06/25 LICENSE NO. 44263

| ISSUE/SUBMITTAL SUMMARY | |
|-------------------------|-----------------------|
| DATE | DESCRIPTION |
| 03/20/25 | SKETCH PLAN SUBMITTAL |
| 08/06/2025 | WATERSHED SUBMITTAL |
| 08/06/2025 | CITY SUBMITTAL |

| | |
|-----------------|--------------------|
| PROJECT MANAGER | MATT PAVLEK |
| CONTACT NUMBER | 612-615-0060 X 101 |
| CREATED BY | MR. MR. MR. |
| DESIGNED BY | MR. |
| PROJECT NUMBER | 10403 |

| REVISION SUMMARY | |
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TURNING MOVEMENTS

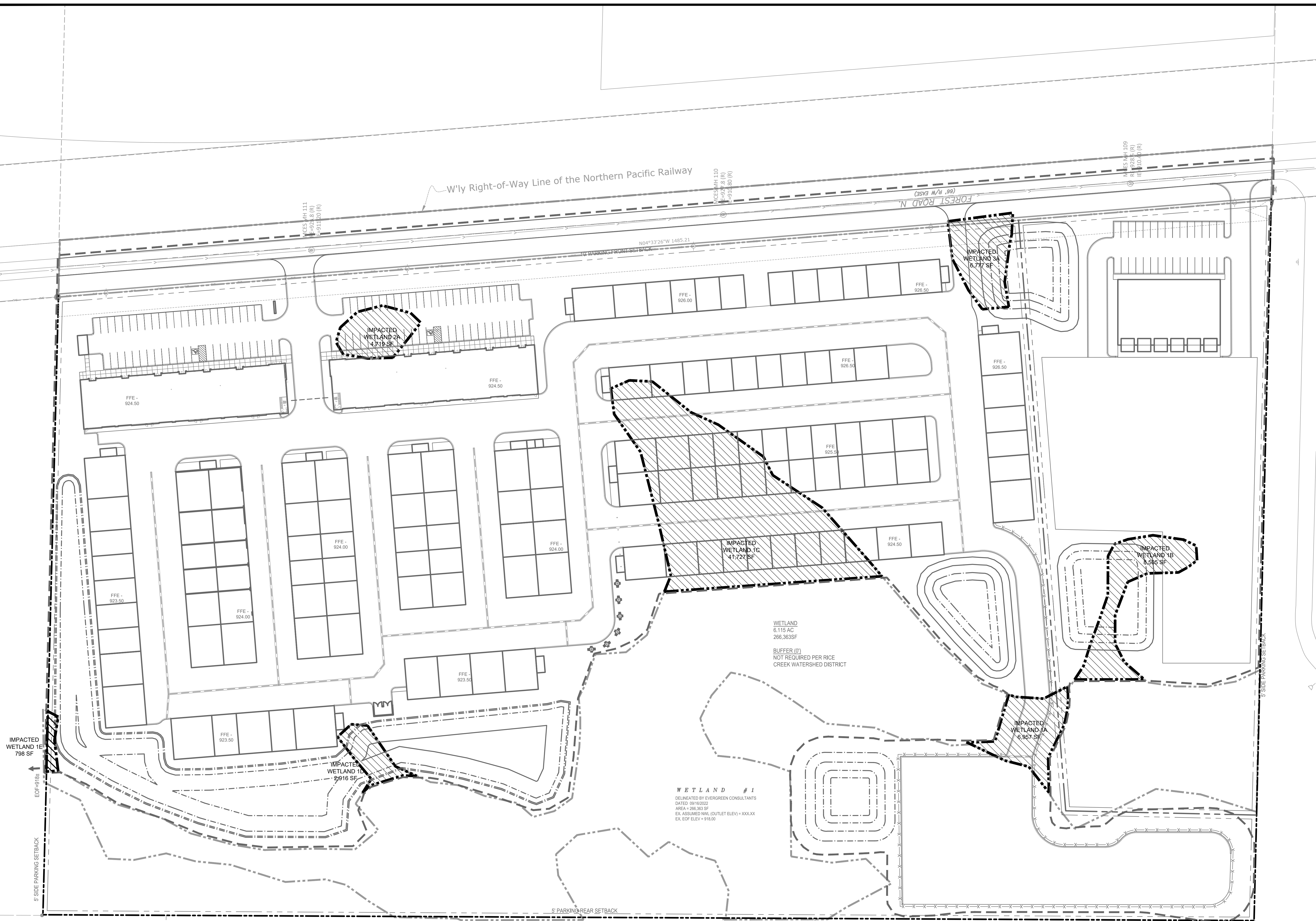
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| DATE | DESCRIPTION |
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| 08/05/2025 | WATERSHED SUBMITTAL |
| 08/05/2025 | CITY SUBMITTAL |

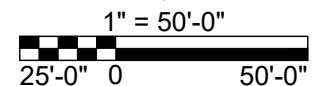
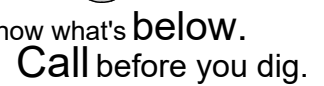
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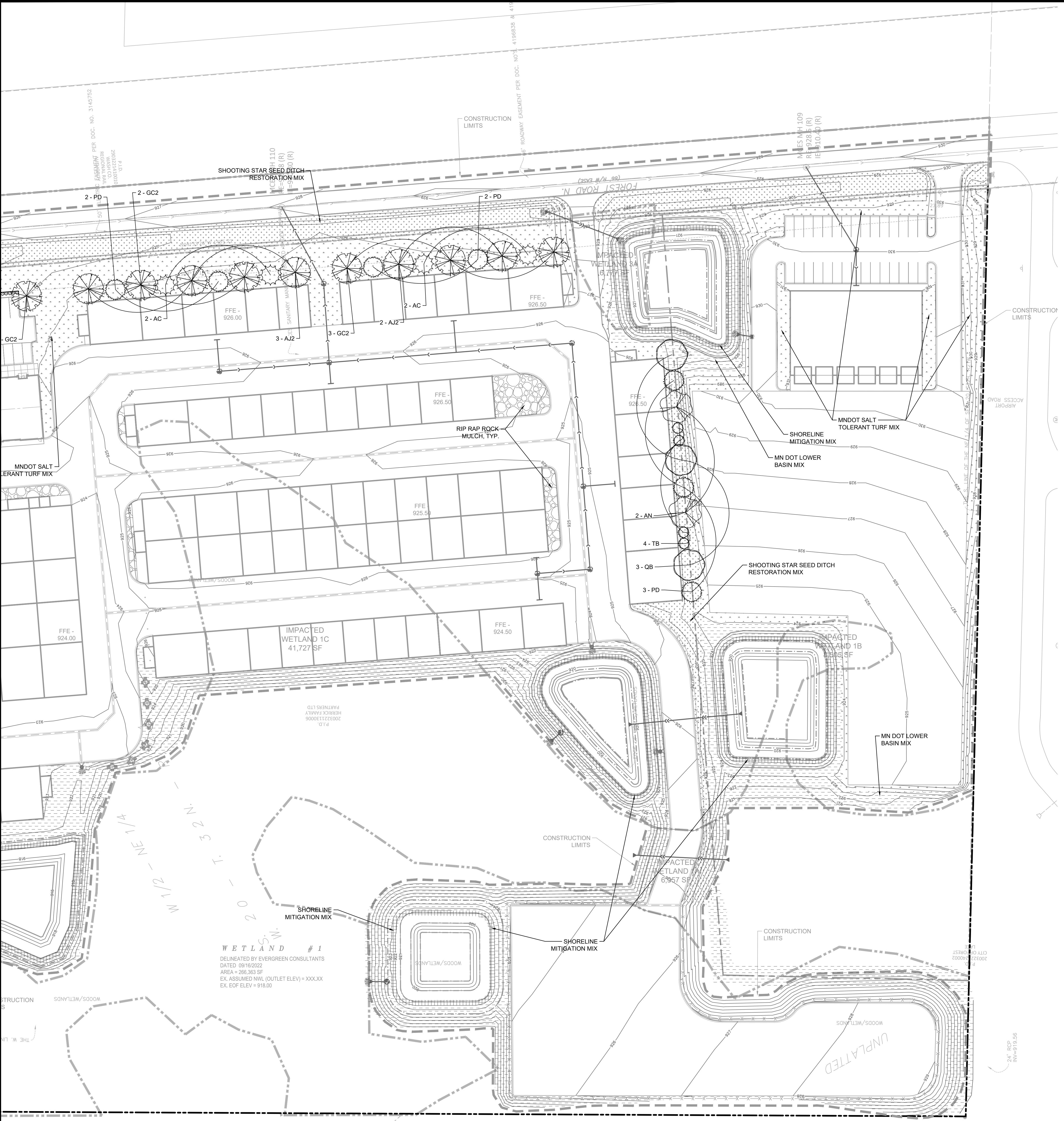
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SEE SHEET C2.0 FOR SITE PLAN
LEGEND

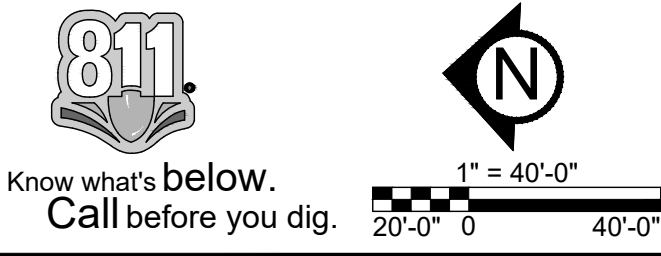




WETLAND #1
DELINATED BY EVERGREEN CONSULTANTS
DATED: 09/16/2022
AREA = 266,363 SF
EX. ASSUMED NWL (OUTLET ELEV) = XXXXX
EX. EOF ELEV = 918.00

SEE SHEET C0.1 FOR GENERAL
LANDSCAPE NOTES

SEE SHEET L.0 FOR LANDSCAPE
PLAN LEGEND



**PRELIMINARY:
NOT FOR
CONSTRUCTION**

PROJECT
FOREST ROAD NORTH GARAGE
CONDO
FOREST LAKE, MN 55025

OWNER
KSSK INVESTMENTS, LLC.
343 ELY COURT, EAGAN, MN 55123

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

Robert L. Binder
Robert L. Binder
DATE: 08/06/25 LICENSE NO.: 25821

| ISSUE/SUBMITTAL SUMMARY | |
|-------------------------|-----------------------|
| DATE | DESCRIPTION |
| 03/20/25 | SKETCH PLAN SUBMITTAL |
| 08/06/2025 | WATERSHED SUBMITTAL |
| 08/06/2025 | CITY SUBMITTAL |

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|-----------------|------------------|
| PROJECT MANAGER | MATT FAYOK |
| DESIGNER | MATT FAYOK & TYL |
| CHECKED BY | ROSE WILSON |
| DESIGNED BY | RF |
| PROJECT NUMBER | 14460 |

| REVISION SUMMARY | |
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LANDSCAPE PLAN
BLOWUP -SOUTH SIDE

L1.1

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PRELIMINARY:
NOT FOR
CONSTRUCTION

PROJECT FOREST ROAD NORTH GARAGE

CONDO

FOREST LAKE, MN 55025

OWNER KSSK INVESTMENTS, LLC.

3432 IVY COURT, EAGAN, MN 55123

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

Robert L. Binder
DATE 08/06/25 LICENSE NO. 25821

| ISSUE/SUBMITTAL SUMMARY | |
|-------------------------|-----------------------|
| DATE | DESCRIPTION |
| 03/20/25 | SKETCH PLAN SUBMITTAL |
| 08/06/25 | WATERSHED SUBMITTAL |
| 08/06/25 | CITY SUBMITTAL |

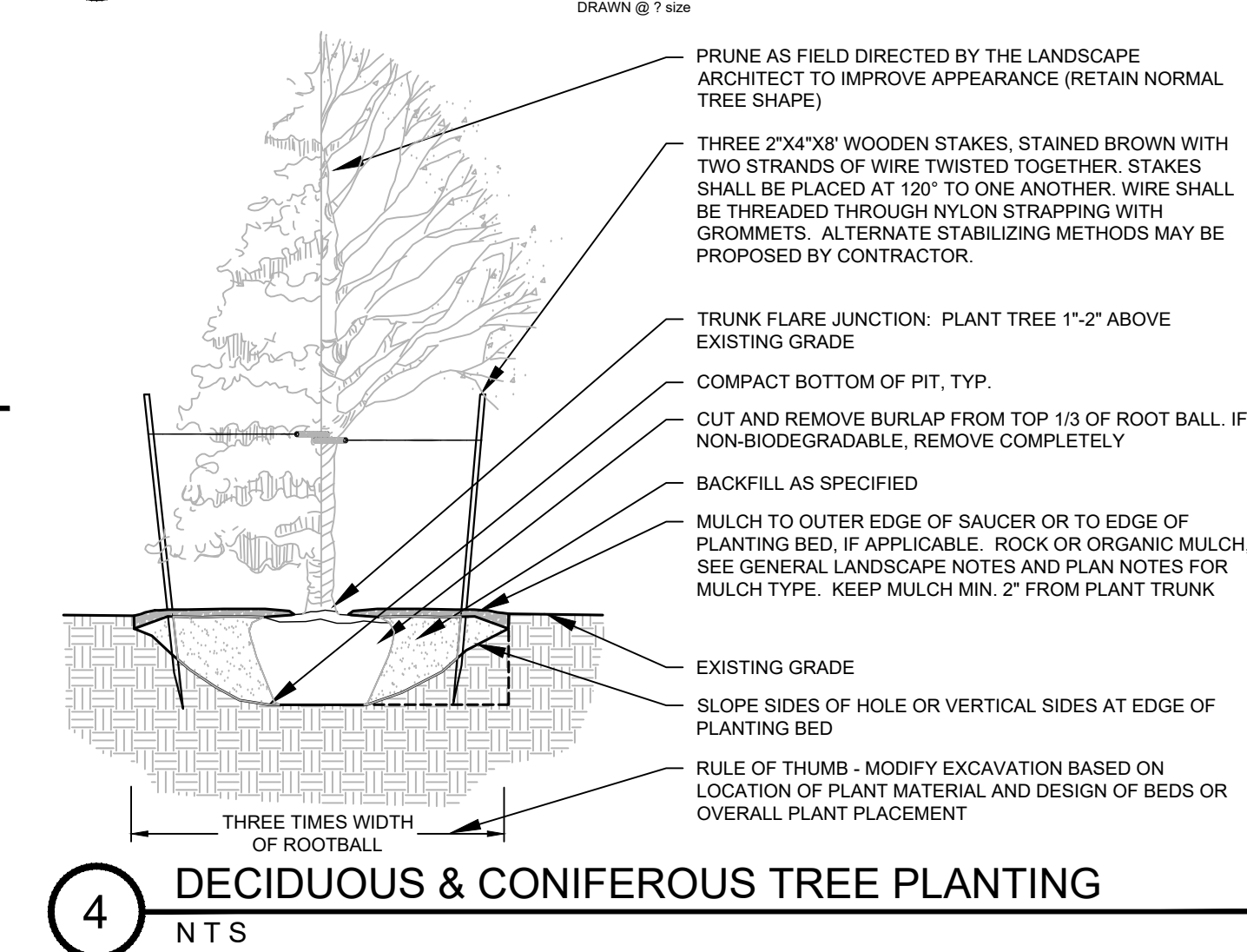
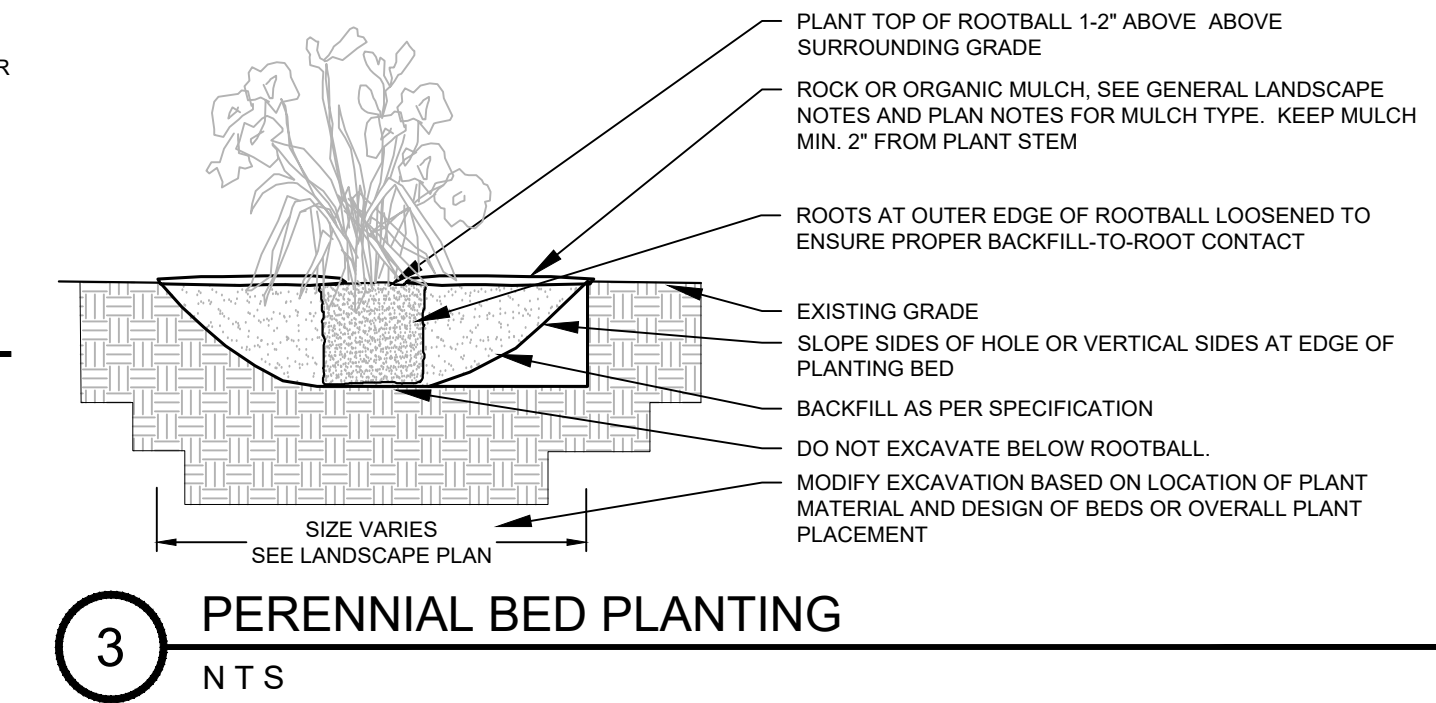
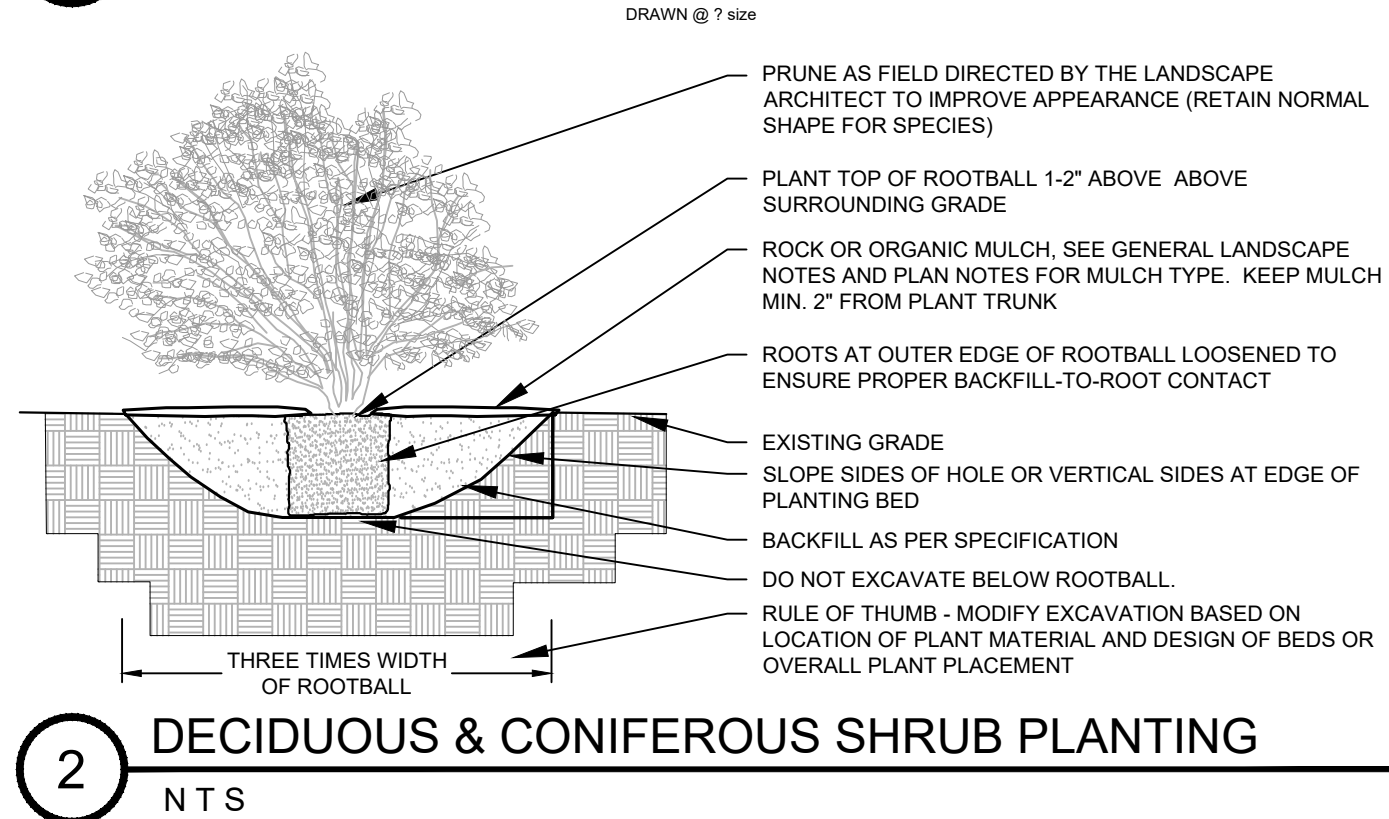
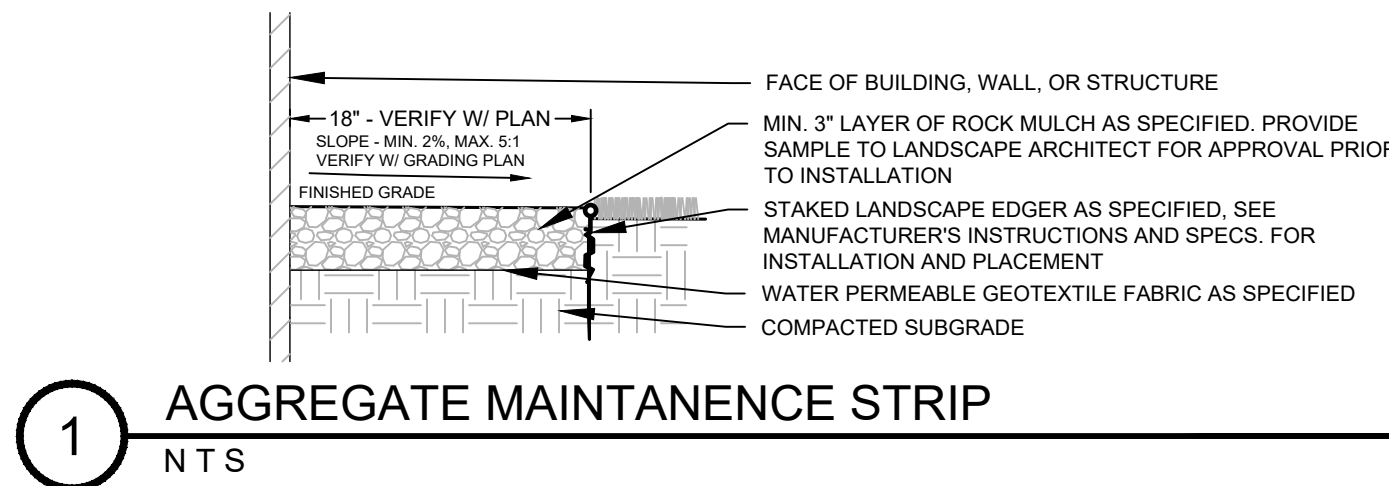
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|-----------------|-------------------|
| PROJECT MANAGER | MATT FAVRE |
| DESIGNER | RYAN FARRIS & TYL |
| DRAWN BY | RYAN FARRIS |
| CHECKED BY | RYAN FARRIS |
| PROJECT NUMBER | 14403 |

| REVISION SUMMARY | |
|------------------|-------------|
| DATE | DESCRIPTION |
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LANDSCAPE PLAN
BLOWUP - NORTH SIDE

L1.2

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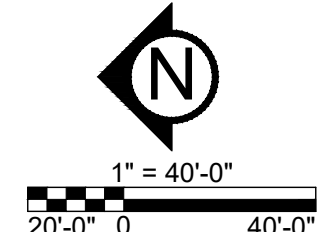


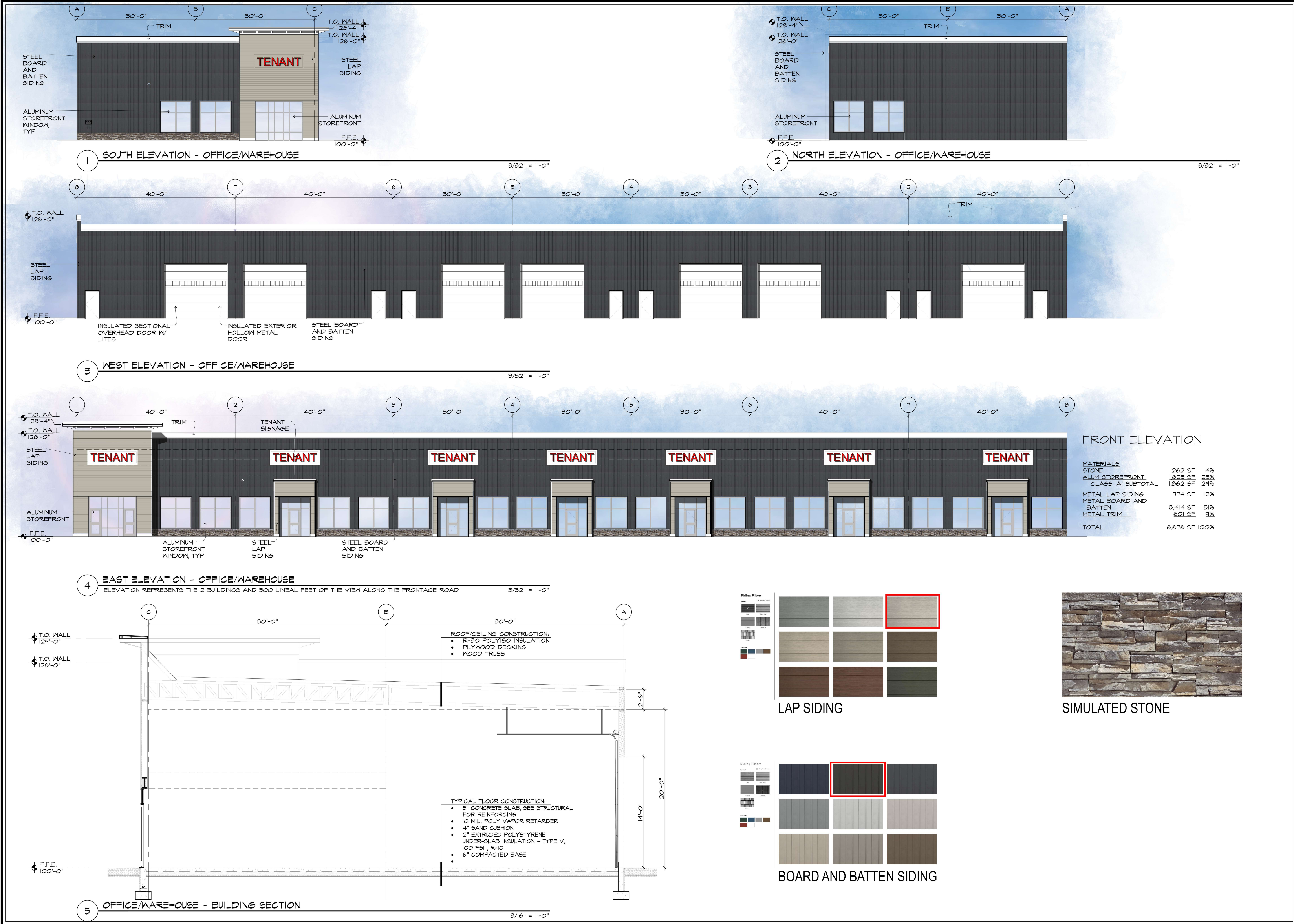
SEE SHEET C0.1 FOR GENERAL
LANDSCAPE NOTES

SEE SHEET L.0 FOR LANDSCAPE
PLAN LEGEND



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PRELIMINARY
NOT FOR CONSTRUCTION

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

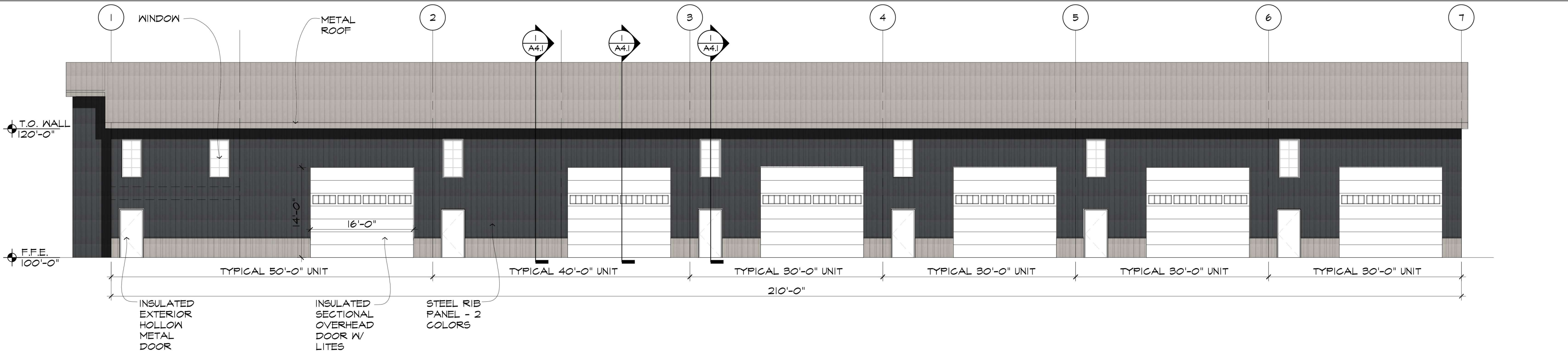
Printed Name: Kathy L. Anderson
Signature: _____
Date: _____ License #: 22285

**FOREST LAKE
OFFICE/WAREHOUSE
TYPE 1
FOREST LAKE, MN**

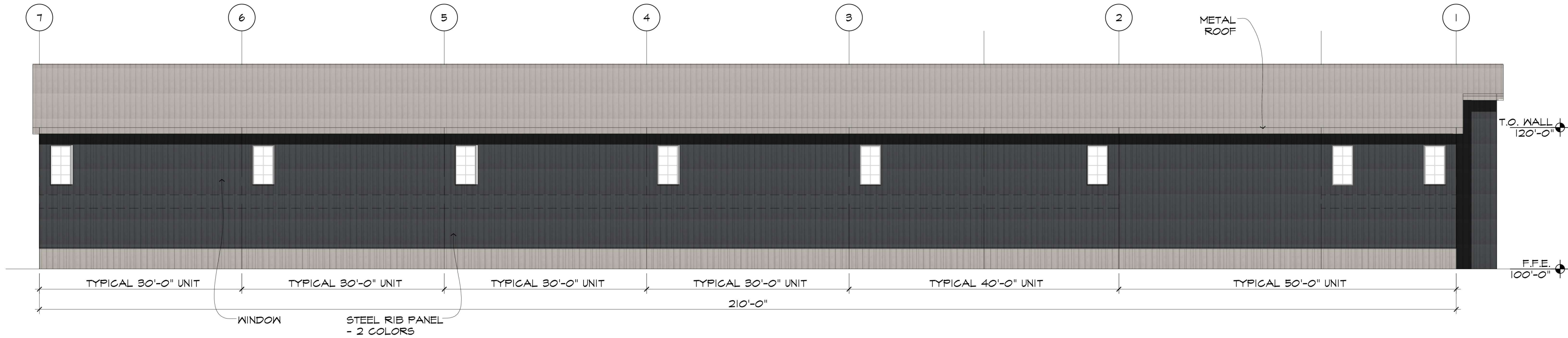
**EXTERIOR
ELEVATIONS**

| | |
|-----------------|------------|
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| ISSUED DATE: | 07/11/25 |
| DRAWN BY: | CM |
| CHECKED BY: | KA |

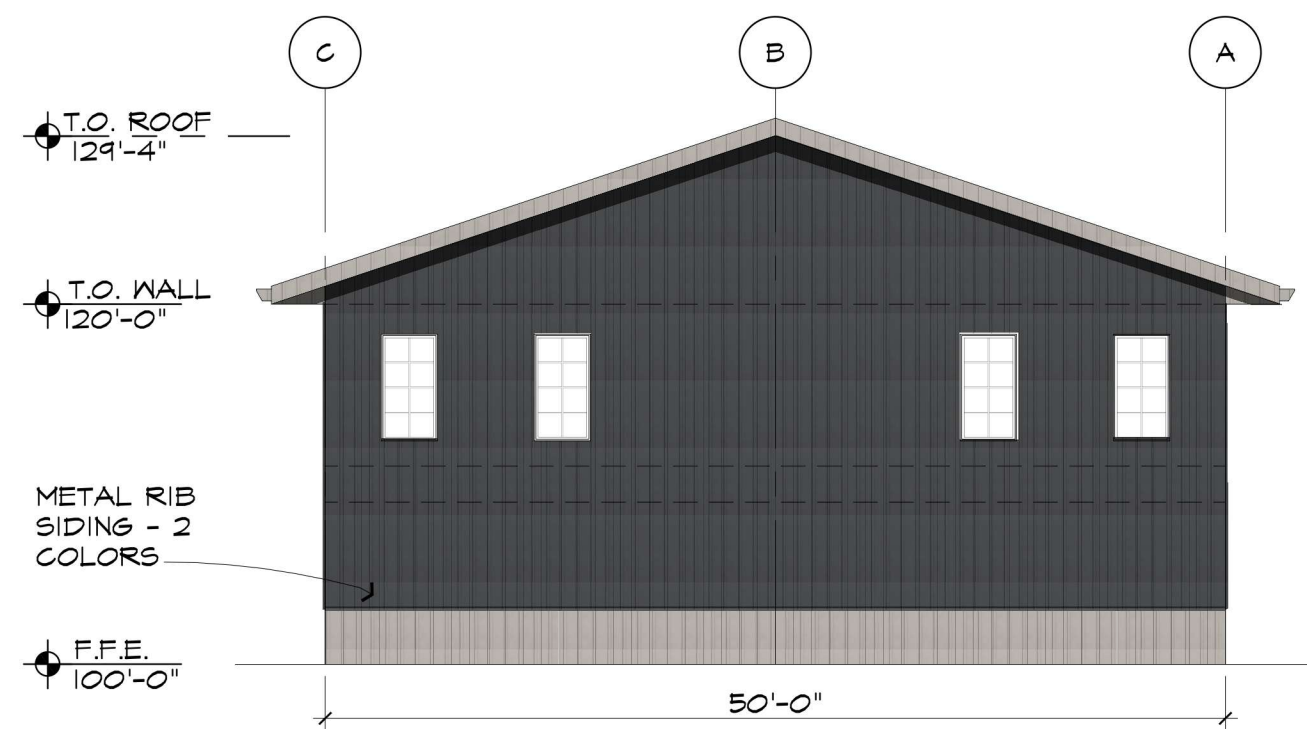
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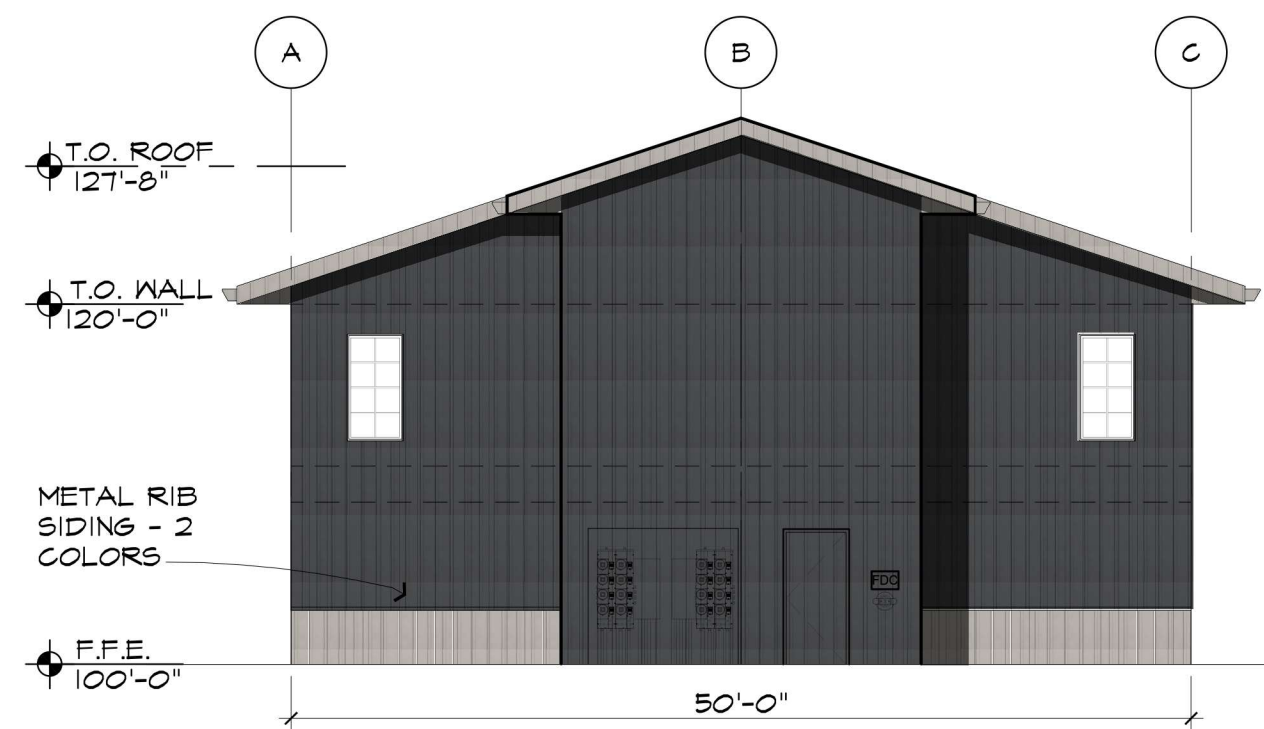
1 GARAGE CONDO - WEST ELEVATION
3/32" = 1'-0"



2 50' GARAGE CONDO - EAST ELEVATION
3/32" = 1'-0"



3 GARAGE CONDO - SOUTH ELEV
3/32" = 1'-0"



4 GARAGE CONDO - NORTH ELEV
3/32" = 1'-0"

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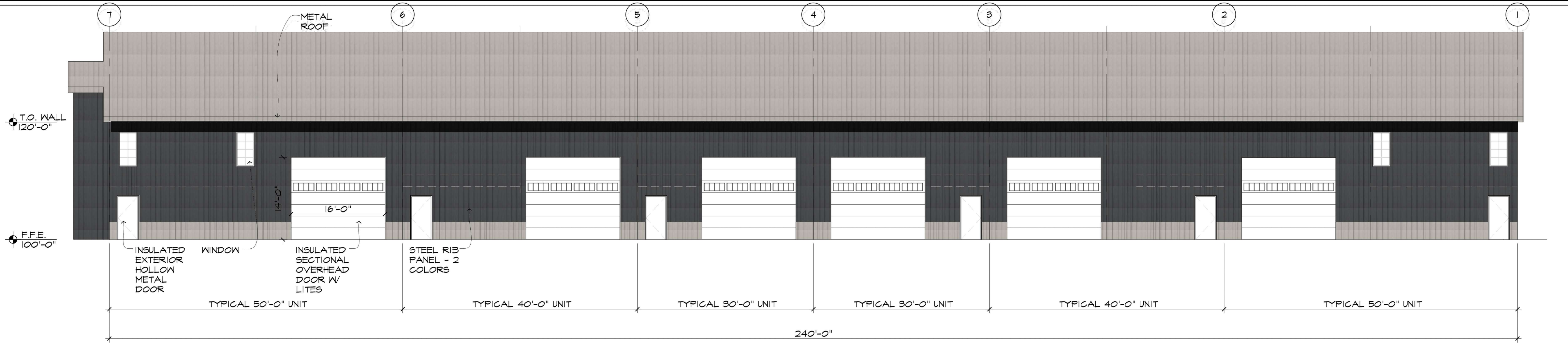
Printed Name: Kathy L. Anderson
Signature: _____
Date: _____ License #: 22285

FOREST LAKE
GARAGE CONDO
TYPE 2
FOREST LAKE, MN

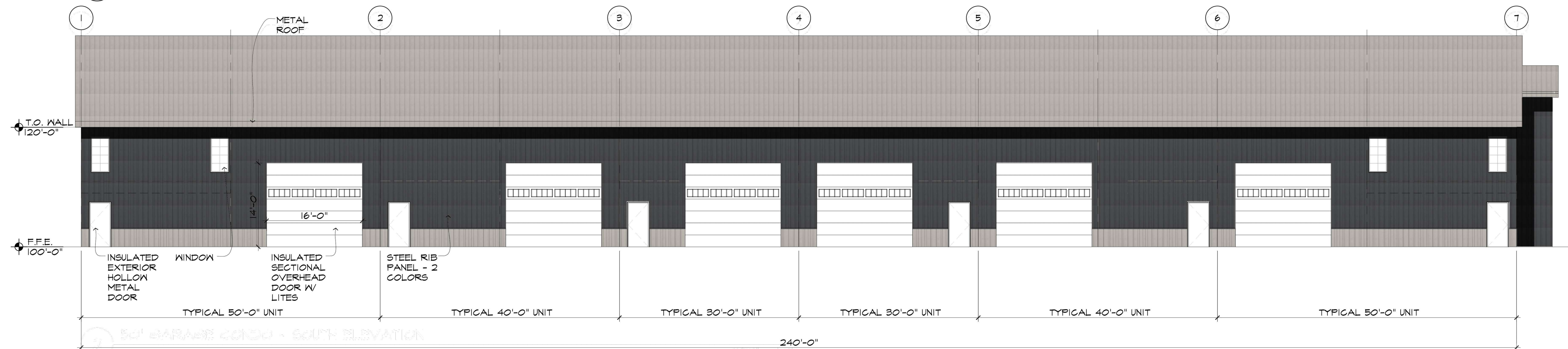
EXTERIOR
ELEVATION

| | |
|-----------------|------------|
| PROJECT NUMBER: | 25-1000-02 |
| ISSUED DATE: | 01/11/25 |
| DRAWN BY: | CM |
| CHECKED BY: | KA |

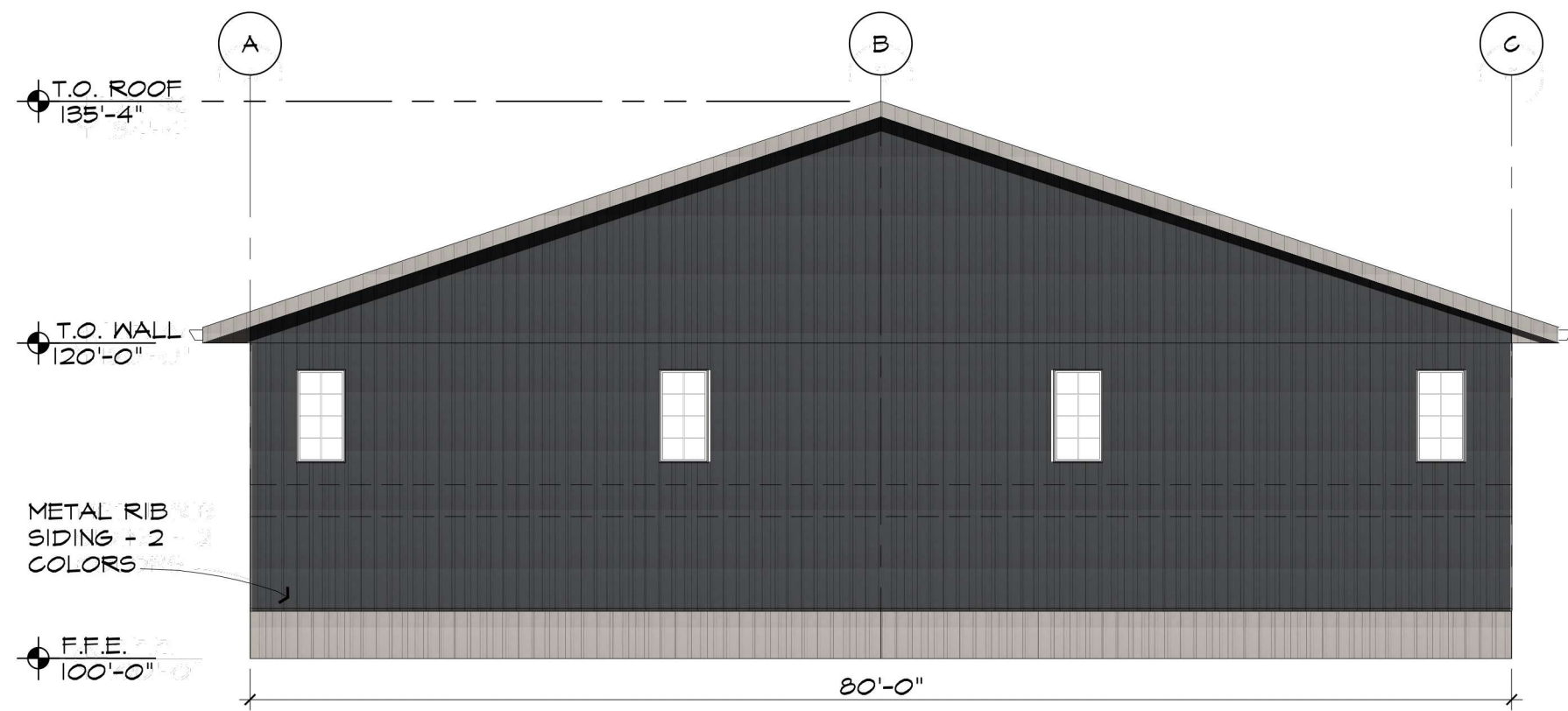
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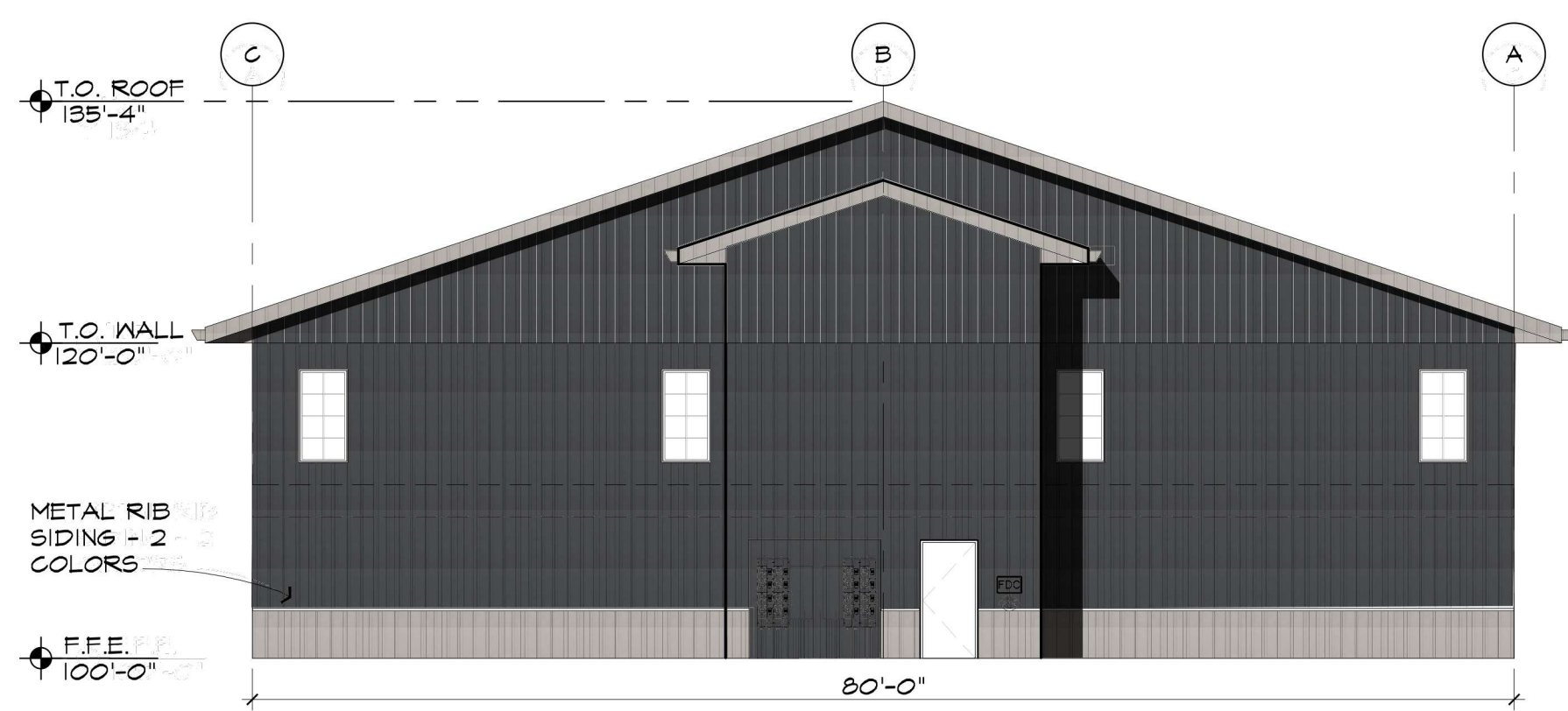
1 GARAGE CONDO - NORTH ELEVATION



2 50' GARAGE CONDO - SOUTH ELEVATION



3 80' GARAGE CONDO - WEST ELEV



4 80' GARAGE CONDO - EAST ELEV

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Minneapolis, MN 55408

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PRELIMINARY
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Printed Name: Kathy L. Anderson
Signature: _____
Date: _____ License #: 22285

FOREST LAKE
GARAGE CONDO
TYPE 3
FOREST LAKE, MN

EXTERIOR
ELEVATION

| | |
|-----------------|------------|
| PROJECT NUMBER: | 25-1000-03 |
| ISSUED DATE: | 07/22/25 |
| DRAWN BY: | CM |
| CHECKED BY: | KA |

A3.1

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

RESOLUTION NO. 10-13-25-04

**A RESOLUTION APPROVING THE FOREST LAKE GARAGE CONDOS PRELIMINARY PLAT AND
PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)**

WHEREAS, Hallberg Marine, (“Applicant”) submitted an application to the City of Forest Lake for a preliminary plat and planned unit development (PUD) called Forest Lake Garage Condos, for the unaddressed property located in the City of Forest Lake, Washington County, Minnesota with the PID 20.032.21.13.0006 (“Property”); and

WHEREAS, the legal description of the Property for the proposed preliminary plat and planned unit development is detailed on **Exhibit A** attached hereto; and

WHEREAS, the Applicant submitted an application and project plans to the City of Forest Lake on August 8, 2025 for a preliminary plat and PUD regarding a proposed mixed commercial and industrial use subdivision on the Property; and

WHEREAS, the requested improvements to the site include the establishment of 121 individually owned garage condo units, 30,000 square feet of commercial/industrial flex space, and a separate lot containing a 10,000 sq ft building and contractor’s yard with associated construction of new accesses, utility infrastructure, stormwater ponding areas, and landscaping improvements as shown in the plans dated August 6, 2025; and

WHEREAS, the Applicant has requested flexibility from the City’s requirements for minimum lot area, minimum lot width, landscaping, and design standards through the PUD as identified in the report dated October 8, 2025, drafted by staff; and

WHEREAS, on October 8, 2025, the Forest Lake Planning Commission reviewed the Applicant’s request for the Forest Lake Garage Condos preliminary plat and PUD, held a public hearing, and voted to recommend the requests for City Council approval with conditions; and

WHEREAS, the City Council considered the Applicant’s request for the Forest Lake Garage Condos preliminary PUD and Plat at its October 13, 2025, meeting and hereby makes the following findings of fact:

PUD

1. The PUD is consistent with the City’s adopted 2040 Comprehensive Plan.
2. The proposed land use is consistent with the City’s Subdivision and Zoning ordinances.
3. The proposed PUD plan is compatible with the existing and planned surrounding context.

4. The proposed PUD plan will not negatively impact the health, safety, and general welfare of the surrounding area.
5. The proposed PUD plan will not create an unmitigated burden on parks, schools, streets or other public facilities.
6. The proposed PUD plan will be constructed in a phased manner acceptable to the City.
7. The proposed PUD plan will not negatively impact environmental quality, property values, scenic views, and reasonable enjoyment of the surrounding area.
8. Flexibility to city code proposed by the PUD plan are justified by the design of the proposed use.

Preliminary Plat

1. The proposed project is consistent with the City's adopted 2040 Comprehensive Plan.
2. The proposed project does not meet conditions for establishing a premature subdivision in section 152.074(B) of the City's subdivision ordinance.
3. The proposed project does not meet the criteria for denial in section 152.074 (C) of the City's subdivision ordinance.
4. The proposed project will be approved with flexibilities through a PUD but is otherwise consistent with applicable City zoning, subdivision, land use, design, and engineering standards.

THEREFORE, BE IT RESOLVED, by the City Council of the City of Forest Lake that the Applicant's request for approval of the Forest Lake Garage Condos PUD and Preliminary Plat contains the flexibilities as depicted in the plans dated August 6, 2025 as summarized below:

1. Minimum lot size of less than one acre for lots containing garage condo and flex industrial space buildings.
2. Minimum lot width of less than 150 feet for lots containing garage condo and flex industrial space buildings.
3. Location of parking lots fronting Forest Road North.
4. Landscaping not meeting minimum requirements for understory plantings.
5. Building design and materials not strictly conforming with City ordinance requirements.

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

The Applicant's request for Forest Lake Garage Condos preliminary plat and PUD are hereby approved subject to the following conditions:

1. Prior to the City finding any application for a final plat and final PUD complete, the applicant shall complete the following:
 - a. Fully address all comments in the City Engineer's September 11, 2025 review memo, as may be subsequently revised, to the satisfaction of the City.

- b. Submit a landscaping plan which tabulates the number, size, and species mix and as required by City Code.
 - c. Remove the proposed exterior storage area proposed to serve the Garage Condos use.
 - d. Receive and submit a copy of a RCWD Watershed permit for the project.
 - e. Proposed Owners' declarations must be submitted to the City for review.
 - f. The parking areas along Forest Road North must be revised to include ribbon curbing where stormwater sheet drains to the City's right of way along Forest Road North.
 - g. Building elevations for the proposed flex industrial buildings along Forest Road North must be revised to add additional visual interest.
 - h. The City has received payment from the Applicant or Developer for all outstanding invoices related to the project.
 - i. The applicant shall provide the City with necessary documents for the City to determine the fair market value for cash fee in lieu of land dedication. The amount of the required cash dedication shall be incorporated into the Development Agreement. The Final Plat shall not be released until all parkland dedication requirements have been fulfilled.
2. The final plat shall include all necessary and additional public right-of-way and easements.
 3. No flexibility is provided to Signage, and a master sign plan may be required for the Garage Condos site when signage is requested.
 4. The applicant/developer is responsible, at their own expense, for installing all required right of way improvements.
 5. In the event the applicant desires to conduct mass grading of the site prior to final plat approval, the applicant shall enter into a mass grading agreement with the City. The applicant or developer shall submit to the City All required City financial guarantees before starting any site or ground disturbance.
 6. Outside storage on the northern multi-tenant parcel shall not be included in the final Plan.

Adopted in the regular session of the City Council on the ____ Day of ____, 2025.

CITY OF FOREST LAKE

By: _____
 Its: Mayor

Attested:

By: _____
 Its: City Clerk

Resolution 10-13-25-04**Exhibit A****Legal Description of Subject Property**

All that part of the W 1/2 of the NE 1/4 of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, which lies Westerly of the right-of-way of the Northern Pacific Railway, and Southerly of the North 615.00 feet thereof.

Except the following: The South 544 feet of the North 1159 feet of the W 1/2 of the NE 1/4 of Section 20, Township 32 North, Range 21 West, Washington County, Minnesota, which lies Westerly of the Right of Way of the Northern Pacific Railway.

STAFF REPORT



MEETING DATE: October 13, 2025

STAFF ORIGINATOR: Abbi Wittman, Community Development Director
Steven Gilmore, AICP, Assistant Community Development Director
Nathan Fuerst, AICP, Consulting Planner, Bolton & Menk

AGENDA ITEM: Chestnut Creek 2nd Addition Preliminary Plat and Planned Unit Development

120-Day Deadline: November 20, 2025

INTRODUCTION:

DR Horton, Inc. - MN is requesting City approval for a Planned Unit Development (PUD) Amendment and the Chestnut Creek 2nd Addition Preliminary Plat. The 51.85-acre site is located west of Harrow Avenue N and south of Scandia Trail NE. The proposal includes 119 single-family detached homes—58 on 55-foot-wide lots and 61 on 65-foot-wide lots. Approximately 16.18 acres are designated for wetlands and buffer areas, resulting in a gross density of 2.31 units per acre and a net density of 3.36 units per acre. For City consideration:

1. Chestnut Creek Planned Unit Development Amendment
2. Chestnut Creek 2nd Addition Preliminary Plat

ANALYSIS:

Background Information

The Chestnut Creek PUD and Phase 1 of the development was approved by the City of Forest Lake in 2016, delivering 108 of the 220 planned residential lots. At that time, the entire 114-acre site was mass graded, and some utility infrastructure was installed for Phase 2.

As part of the original PUD approval, zoning flexibilities were granted to accommodate site-specific conditions. These included reducing the front yard setback from 30 feet to 25 feet on ten lots, and to 20 feet on 9 lots to help protect adjacent wetland buffers. Additionally, the maximum height for the neighborhood monument sign was increased to 8 feet to enhance visibility and presence at the entrance.

These modifications were intended to support a more compact and flexible neighborhood design while responding to site-specific environmental constraints such as the considerable presence of wetlands on the site.

As part of a revised layout, Chestnut Creek Phase 2 introduces seven new lots. This increases the total number of homes in Chestnut Creek from the originally approved 220 to 227.

Land Use Analysis

Forest Lake 2020 Future Land Use Designation:

The property is currently land use designated as Low-Medium Density Residential which is intended for *“Residential purposes include one-family homes, both detached and attached, and two-family homes. Open or park space may be included within or adjacent to or be related to a residential development. To accommodate a mix of attached and detached housing units, the density range is 3 to 6 units per acre”* The proposed net density of 3.36 units per acre is consistent with the future land use designation

Chapter 153 Zoning Code:

The proposed plat is for 119 single family detached homes which is consistent with the MXR-1/PUD zoning classification. A review of conformance to the City’s zoning standards is provided in this report.

Planned Unit Development

The purpose of a PUD, as established in City Code Section 153.087 is to *“permit a more creative and flexible regulatory process in guiding land development as compared to the standard development regulations of this chapter. The PUD process provides a joint planning/design effort by the city and the applicants, as opposed to the city establishing limits within which applicants must perform. The intent is to provide a greater degree of creativity and flexibility and promote the health, safety, order, convenience, prosperity, and general welfare of the city and its inhabitants.”* This project is consistent with the City’s PUD Development Standards.

Bulk Standards / Lot Configuration

The proposed development standards are summarized in the figure below. The applicant is seeking a PUD (or specifically, to amend the original PUD) to permit flexibility for certain lots from the City’s requirements. Areas where flexibility is requested beyond the original PUD approvals are shaded in blue, below:

| | MXR-1 District | Chestnut Creek PUD (Approved) | Chestnut Creek 2nd Addn. (Proposed) | |
|--|-----------------------|--------------------------------------|---|-------------|
| Minimum lot Size Detached Single-Family | 7,500 sq ft | 7,700 sq ft (and up) | 7,500 sq ft | 9,100 sq ft |
| Minimum Lot Width Detached Single-Family | 65’ | 52’ ¹ | 55’ | 65’ |
| Minimum Yard Setbacks | | | | |
| Front: | 25’ | 20’ (and up) | 25’ | 25’ |

¹ Though not specifically approved in the PUD approval letter provided to the landowner/applicant, all previously proposed plats and the proposed/approved PUD plan approved by the City contained lots as narrow as 52’ in width.

| | | | | |
|------------------|------|------|------|------|
| Side (Interior): | 7.5' | 7.5' | 7.5' | 7.5' |
| Side (Corner): | 25' | 25' | 20' | 20' |
| Rear: | 30' | 30' | 30' | 30' |

These adjustments are intended to support a more compact development pattern while still maintaining the overall character and intent of the zoning district. Corner lots appear to be oversized to accommodate the additional corner side yard setback.

Public Utilities

Water and sewer main lines were installed through part of the site in the first phase of Chestnut Creek and will be extended to serve all units of this development. An existing water main will be extended to the north and east, connecting to the existing line along 210th Street North. This extension will create a looped system, which enhances water pressure and overall system capacity. Staff note the presence of an existing easement corridor over the water and sewer lines currently running through the development. That easement should be vacated as it will be replaced by public right of way. This is listed as a recommended condition of approval.

A condition of approval is recommended for conformance to the City Engineer's memo which will provide comments on necessary corrections to the utility plans.

Stormwater Management

Phase 2 of the Chestnut Creek development will utilize three of the five stormwater treatment ponds originally constructed during Phase 1. No modifications to these existing ponds are proposed. Stormwater runoff from new impervious surfaces will be directed to the existing stormwater and wetland facilities, which were originally designed to meet, or exceed, current regulatory standards. With the final plat, the stormwater ponds will be dedicated to the City.

A condition of approval is recommended for conformance to the City Engineer's memo which will provide comments on necessary corrections to the stormwater plans.

Environmentally Sensitive Land Impact

Protecting natural resources is identified as an Overarching Goal of the City of Forest Lake Comprehensive Plan, with an Identified Goal to "Protect natural resources, and sensitive areas through the community, including soils, woodlands, natural courses, open spaces and steep slopes. This development is consistent with that goal by minimizing impacts as follows:

100-yr Flood Plain: Not applicable, not within a 100-yr flood plain

500-yr Flood Plain: Not applicable, not within a 500-year flood plain

Slopes: Not applicable, no excessive slope on the site.

Wetlands: During the first phase of the Chestnut Creek development, several homesites were built without fully meeting the wetland buffer requirements established by the Comfort Lake–

Clear Lake Watershed District. To address this and bring the entire development into compliance, an additional 1.02 acres of buffer area is now being added.

In addition to the 1.02-acre increase to the buffer area, the applicant has also committed to the following measures to ensure long-term compliance and clarity for future homeowners:

- All buffers are within the platted drainage & utility easement for each lot.
- Buffer signage will be installed at each lot line of affected lots.
- Individual lot surveys will show boundaries of any wetlands, buffers and sod limits.
- Sales disclosure for Chestnut Creek 2nd to include specific language related to wetlands and wetland buffers.

Staff asserts the combination of the increased buffers and developer's willingness to exceed public awareness of the buffers on new lots is a significant public benefit.

Street Construction / Connectivity

This development is proposed with public streets. Street construction will be the responsibility of developer with dedication of streets at time of final plat and acceptance by the City. 60' right-of-way is proposed with a 34' back of curb street width. The 2040 Comprehensive Plan has identified a 'Planned Major Collector' east/west street connecting 210 St N east of Harrow Avenue to the existing 210th Street located directly north of the subject development. While not part of the subject development, Phase II will connect to this future street at the time of its construction.

A condition of approval is recommended for conformance to the City Engineer's memo which will provide comments on necessary corrections to the plans for the proposed public roadways.

Construction Access and Traffic

Based on public testimony provided at the time of the Planning Commission public hearing, staff are recommending the requirement of a traffic safety plan to address possible concerns about construction related traffic in the existing neighborhood. A requirement has been added to the recommended conditions of approval.

Trail / Sidewalk Connections

A sidewalk is proposed along one side of all public streets. The sidewalk shall become the responsibility of the adjacent property owner following installation.

Parking

Detached single family residential units require a minimum of two enclosed and two surface parking stalls per dwelling unit. The proposed development will meet this requirement. Driveways must be consistent with the City's Engineering Design Standards Manual.

Signage

The maximum height for the neighborhood monument sign was increased to 8 feet to enhance visibility and presence at the entrance through the PUD process. No signs / sign easements are indicated on the preliminary plat.

Woodland Preservation / Tree Mitigation

A woodland preservation plan was approved with the first Phase of Chestnut Creek which identified general areas where trees were preserved. Most tree removals for this development occurred in 2016 with mass grading of the site.

The Applicant has submitted a tree preservation plan which is consistent with the original approvals, but which does propose tree removals in the southwest corner of the property to allow for the lots to be graded correctly.

In the MXR-1 District, applicants are permitted to remove a total of 50% of woodlands. Through preservation of the existing wetlands and most wooded areas on the property outside of the southwest corner, this proposal will comply with the City's ordinance.

Landscaping Requirements

The City Code establishes residential landscaping requirements in section 153.135 for single-family residential properties. Those requirements are for the builder or property owner to install:

- 4 trees per residential lot and
- Established grass/groundcover within six (6) months after the issuance of occupancy.

A plan has been provided which depicts 4 trees per lot. This plan will require revisions to remove the landscaping proposed in the City's right-of-way and drainage and utility easements. The plan is also lacking detail on species types which must be reviewed against tree diversity requirements.

A condition of approval is recommended that the Applicant provide a more detailed planting plan for City review and approval which meets Code requirements for location, size, and species mix.

Parkland Dedication

In accordance with § 152.091 of the City Code, residential subdivisions are required to dedicate 10% of the net developable area for parkland, trails, or public open space. The Chestnut Creek 2nd Addition Preliminary Plat includes a net developable area of 35.67 acres. Based on this net area, the estimated parkland dedication requirement is approximately 3.57 acres. This estimate is provided for informational purposes at the preliminary plat stage and is subject to refinement at the time of final plat approval. The final requirement may be satisfied through land dedication, a cash contribution, or a combination thereof, as determined by the City Council.

A park was not initially part of the original Preliminary Plat and PUD approval for Chestnut Creek. The Developer has the right to seek a final plat for the second addition consistent with

the first addition and prior PUD approval, which also would not include a public park. Additionally, Staff generally does not recommend small parks in every neighborhood and instead recommends larger parks to serve residents shared by multiple neighborhoods. Larger shared parks create significant cost and labor efficiencies for maintenance. In this area, a larger park has been identified on a nearby development property called Amberly Woods. That park is less than a quarter mile from the second addition of Chestnut Creek and less than a half mile (a 10 minute walk) from the first addition. Given the City's prior approval of a Planned Unit Development which did not contain parkland, the proposed plat does not include land to be dedicated for public parks.

The Plat was reviewed by the Planning Commission at its regular meeting on September 10, 2025 and the Parks Commission at its regular meeting on September 17, 2025. Both commissions recommended that a park be included as part of this development.

Phasing Plan

The Applicant has indicated that the proposed development will be constructed in one phase.

Review Comments

City Engineer – City Engineer Ryan Goodman has provided a City Engineering Memo dated August 20, 2025 which provides comments and requirements on the civil plans submitted with the Chestnut Creek Phase 2 preliminary plat. Staff are recommending a condition of approval requiring compliance with this memo. Several key comments from the Engineering memo are summarized below:

- Ghost platting should be provided to depict how conforming lots south of Halter Blvd could be platted in the future.
- Reconfigure Lot 1, Block 1 to allow access to Greystone Ave N from Outlot C of the Forest Lake Preserve plat.
- Increase drainage and utility easement width to 30' for all storm sewer inlets and outlets to ponds and wetlands for maintenance access.
- Show additional information on connections to be made to the sanitary sewer main. Lot 30, Block 2 and Lot 12, Block 4 are expected to be impacted as City standard connections are provided. Other lots may also be affected.
- No landscaping is allowed to be placed in City right of way or drainage and utility easements.

Fire Chief – Fire Chief Alan Newman did not have comments on this Development.

Building Department – Building Inspector Nate Moats did not have comments on this Development.

Public Works – Director of Public Works Dave Adams did not have comments on this Development which were not included in the Engineering memo.

Comfort Lake Forest Lake Watershed – The developer has received a watershed permit for this development. CLFLWD staff have placed conditions for approval of this project in the watershed's permit.

Public Hearing and Neighborhood Meeting

A neighborhood meeting was held at Forest Lake City Hall on August 27, 2025 at Forest Lake City Hall. The Applicant was present to address questions from property owners from the area surrounding this proposed development.

A public hearing notice was posted and held at the September 10, 2025 Planning Commission meeting as required by the City's ordinance and state statute. Residents in attendance provided public comments summarized generally by staff below:

- Desire for a public park to be dedicated and constructed as part of this project. Commentors cited lack of existing park facilities.
- Concerns were voiced for wetland buffers and restrictions for development around wetlands.
- Concerns were noted regarding construction traffic associated with the build out of the second phase of the development.
- Several commentors shared concerns with the size and number of lots and neighborhood traffic post construction.

At the time of writing, a number of written comments have been received and are enclosed for Council review.

Planning Commission Review and Recommendation

At its regular meeting on September 10, 2025, the Planning Commission reviewed the request, held a public hearing, and discussed the Applicant's requests. The Planning Commission ultimately voted to recommend that the City Council deny the Planned Unit Development Amendment proposed by the Applicant. This was based on the following findings generally summarized below by staff:

- At public hearing, residents primarily commented on lack of public park.
- PC Commented on need for Park in this development based on public hearing.
- PC recommended denial based on the lack of public benefit in this PUD, citing need for park.

Park and Recreation Commission Review and Recommendation

At its regular meeting on September 17, 2025, the Park and Recreation Commission reviewed the request, held a public hearing, and discussed the Applicant's requests. The Park and Recreation Commission motioned to "go back to the original plan for those developments." When asked for clarification this meant to "amend the Planned Unit Development" and to

“accept land instead of cash”, the motion was confirmed, seconded, and all approved by a majority of the Commission members present.

RECOMMENDATION:




Staff recommends the City Council discuss this matter and take action on the Preliminary Planned Unit Development and Plat. Staff recommends the City Council make motion on the matter. Staff recommends the Council ***Move to approve Resolution No. 10-13-25-05, approving the Chestnut Creek 2nd Addition preliminary plat and planned unit development amendment with conditions as outlined in the staff memo, below, and Resolution:***

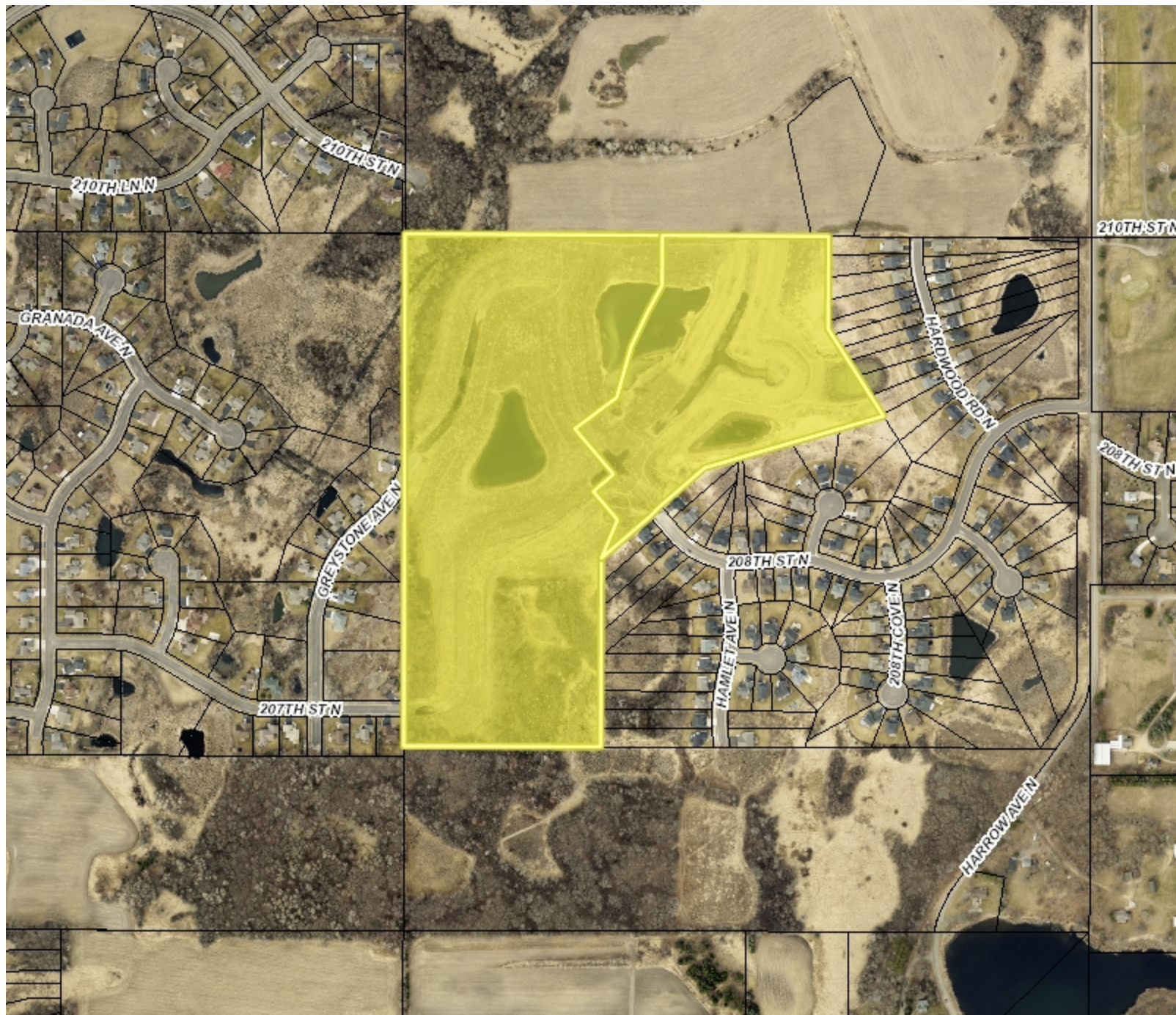
1. Prior to the City finding any application for a final plat and final PUD complete, the applicant shall complete the following:
 - a. Fully address all comments in the City Engineer’s August 20, 2025 review memo, as may be subsequently revised, to the satisfaction of the City.
 - b. Submit a landscaping plan which details location, size, species mix and planting details as required by City Code.
 - c. Submit an internal traffic safety plan to address construction traffic concerns throughout the buildout of the Chestnut Creek Phase 2 project.
 - d. Receive and submit a copy of a CLFLWD Watershed permit for the project.
 - e. Submit a complete request to vacate the existing Drainage and Utility Easements found on Outlots A and B of Chestnut Creek 1st Addition.
 - f. The City has received payment from the Applicant or Developer for all outstanding invoices related to the project.
 - g. The applicant shall provide the City with necessary documents for the City to determine the fair market value for cash fee in lieu of land dedication. The amount of the required cash dedication shall be incorporated into the Development Agreement. The Final Plat shall not be released until all parkland dedication requirements have been fulfilled.
2. The final plat shall include all necessary and additional public right-of-way and easements.
3. The applicant/developer is responsible, at their own expense, for installing all required right of way improvements.
4. In the event the applicant desires to conduct mass grading of the site prior to final plat approval, the applicant shall enter into a mass grading agreement with the City. The applicant or developer shall submit to the City All required City financial guarantees before starting any site or ground disturbance.

ATTACHMENTS:

1. Project Narrative
2. Building Elevations – Select Models
3. Building Elevations – Traditions Models
4. Chestnut Creek 2nd Addition Preliminary Plat
5. Chestnut Creek 2nd Addition Plans
6. Public Comment
7. Resolution 09-22-25-02

Legend

-  City Limits
-  Parcels 04/17/2025
-  Lot Lines



**Chestnut Creek
2nd
PZ25-1340, 1341**

**Disclaimer:**

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

0 527 Feet

Chestnut Creek 2nd ADDITION

Preliminary Plat/PUD Narrative

Forest Lake, MN

Chestnut Creek 2nd Addition is a 51.5-acre site that is the second phase of the Chestnut Creek development. Chestnut Creek was approved as a PUD in 2016 for 220 lots on 114 acres.

The 2016 PUD approval allowed for the following flexibilities:

- Reducing the required single-family lot size to as small as 7,700 square feet, with 155 lots below the 80-foot minimum width required by zoning district standards and 44 lots below the required 12,000 square foot minimum lot area.
- Reducing the principal structure side yard setback to 7.5 feet from the 10-foot setback required by zoning district standards.
- Reducing the front yard setback from 30 feet to 25 feet on five lots to avoid impacts to wetland buffers.
- Increasing the permitted maximum height of the neighborhood monument sign to 8 feet.

The original developer completed the first addition in 2016, which consisted of 108 lots. Grading of the entire 114 acres occurred, as well as a portion of the utilities in the 2nd phase. Various builders have completed homes in the 1st phase with only a limited number of vacant lots remaining. Development on this site as been relatively dormant over the past few years.

D.R. Horton currently has the 2nd phase property under contract and formally submits these applications for Preliminary Plat and PUD Amendment. The plan generally follows what was originally approved for Chestnut Creek. A couple notable differences include the street connection in southwest corner of the site as well as the increased wetland buffers. The 1st phase includes many homesites that did not follow the wetland buffer requirements per Comfort Lake-Clear Lake Watershed District. Therefore, to bring the site into compliance, an additional 1.02 acres of buffer is created. By reworking the overall layout, seven additional lots were created. The final lot count for Chestnut Creek will be 227 compared to 220 originally approved lots.

The request for approval of Chestnut Creek 2nd Addition includes Preliminary Plat and Planned Unit Development (PUD) Amendment guided by the MXR-1 Zoning District. The PUD is a tool that allows flexibility to the standard zoning ordinance to create a functional, aesthetically pleasing, quality neighborhood that attracts a wide range of homebuyers.

The proposed Chestnut Creek 2nd Addition consists of 119 total home sites accessed from extensions of 208th Street N and Greystone Avenue N. The neighborhood is designed around numerous wetland and ponding areas. Most of the lots within the Chestnut Creek back up to either a pond or wetland giving the neighborhood a more open feeling.

DR Horton proposes to develop multiple lot widths within the 2nd Addition - 65-foot and 55-foot wide lots. Of the 116 total lots, there are 58 lots with a minimum width of 55 feet and 61 lots with a minimum width of 65 feet. These lot widths are similar to what Horton has developed in other neighborhoods around the Twin Cities and have found that they are well received by homebuyers.

HOME STYLES

The 55' wide lots fit DR Horton's Select Home plans and the 65' wide lots are for the Tradition Series Homes. The diversity in house styles will appeal to a larger group of potential buyers at varying home buying stages (i.e. 1st time, move-up, move-down). Variety in streetscape will be achieved by the multiple elevation and floorplan options. There are approximately 7 plans with 3 to 4 elevation options per plan in each of the single-family series.

The Tradition Series homes are mostly 2-story single family designs with 2- and 3-car garage options. Foundation styles include full basements, walkouts and lookouts. The multiple floorplan designs range in size from nearly 1,900 to 3,400 square feet. These homes typically appeal to a move-up buyer.

The Select Series of homes are predominately 2-story smaller homes. They range in square footage from 1,300 to 2,600 and offer multiple elevation and floorplan options that can be built on a slab or basement foundation. Buyers can choose from single-level or 2-story homes, with 2- or 3-car garages and 2- to 4-bedroom plans. The flexibility in this product creates variety for all types of buyers including, but not limited to, first time homebuyers and those looking to downsize.

For all homes and depending on elevation type, exterior materials consist of a combination of vinyl lap siding, vinyl shakes and vinyl board & batten with optional stone accents. DR Horton uses the "Rule of 5" to ensure variety in the streetscape. The "Rule of 5" means that homes on either side or the 3 homes directly across the street of a subject home do not have the same elevation and color package.

PUD REQUESTS

Since the original approval in 2016, the MXR-1 zoning district has been amended. Below is a table of the current district standards in relation to the proposed Chestnut Creek 2nd Addition.

| | MXR-1 DISTRICT | Chestnut Creek PUD Amend | |
|--------------------------------|-------------------|--------------------------|---------------|
| | | 55' Wide Lots | 65' Wide lots |
| Min Lot Size (Detached SF) | 7,500 SF | 7,100 SF | 9,100 SF |
| Min Lot Width (Detached SF) | 65' | 55' | 65' |
| Min Setbacks | | | |
| Front | 25' | 25' | 25' |
| Side (Interior) | 7 ½' | 7 ½' | 7 ½' |
| Side (Corner) | 25' | 20' | 20' |
| Rear | 30' | 30' | 30' |
| | | | |
| | | | |

DR Horton's request for flexibility from the current MXR-1 standards include the following:

- Reduce minimum lot area from 7,500 SF to 7,100 SF
- Reduce the minimum lot width from 65 feet to 55 feet. Of the 116 total proposed lots, there are 58 lots with a minimum width of 55 feet.
- Reduce minimum corner lot setback from 25 feet to 20 feet

PROJECT BENEFITS

Chestnut Creek offers multiple project benefits as described below:

1. **WETLAND BUFFER CORRECTIONS.** As mentioned earlier, Chestnut Creek 2nd was designed to correct wetland buffer encroachments that occurred in the 1st phase. As such, an additional 1.02 acres of buffer was created.

To ensure the buffers are maintained long term, Horton's process will be as follows:

- All buffers are within the platted drainage & utility easement for each lot.
- Buffer signage will be installed at each lot line of affected lots.
- Individual lot surveys will show boundaries of any wetlands, buffers and sod limits.
- Sales disclosure for Chestnut Creek 2nd to include specific language related to wetlands and wetland buffers.

2. **WATERMAIN LOOPING.** Watermain will be extended to the north and east to connect into the exiting watermain in 210th Street North. This will provide looping to increase water capacity and pressure. The easement for this extension is in place.
3. **EXISTING SANITARY SEWER ACCESS.** The street will be completed over the existing sanitary sewer line through the site to allow ease of access for maintenance purposes.
4. **CONNECTIVITY.** Chestnut Creek 2nd Addition will not only create homes for 116 households, but also completes a neighborhood that was started nearly 10 years ago. It creates pedestrian and street connections between Chestnut Creek 1st on the east and Forest lake Preserve/Sterling Oaks on the west sides. Additionally, stub streets to the north and south create connections for future development.

Chestnut Creek is a unique site that remains sensitive to the natural wetland features. With homesites nestled among the wetlands, a desirable living environment & aesthetically pleasing neighborhood is created.



SCAN TO TOUR!

THE HARMONY 3 BED | 2 BATH | 1,485 SQ. FT

- ◆ Four stunning exterior elevations, 2-car garage
- ◆ Open one-level floor plan
- ◆ Main level laundry
- ◆ Quartz kitchen counters
- ◆ Slab on grade or basement home site
- ◆ Walk-in corner pantry and stainless appliances
- ◆ Optional electric fireplace
- ◆ Luxury bedroom suite with private bath and walk-in closet



THE SIENNA 3 BED | 2.5 BATH | 1,842 SQ. FT

- ◆ Two-story home offered on a slab on grade or basement home site
- ◆ Four stunning exterior elevations, 2 or 3 car garage
- ◆ Quartz kitchen counters and large center island
- ◆ Corner walk-in pantry and stainless appliances
- ◆ Optional electric fireplace
- ◆ Upper level loft and laundry room
- ◆ Three bedrooms on the upper level
- ◆ Luxury bedroom suite with private bath and walk-in closet



SCAN TO TOUR!

THE ELDORADO 4 BED | 2.5 BATH | 2,103 SQ. FT

- ◆ Two-story home offered on a slab on grade or basement home site
- ◆ Four stunning exterior elevations, 2 or 3 car garage
- ◆ Optional electric fireplace
- ◆ Quartz kitchen counters and large center island
- ◆ Four bedrooms on the upper level
- ◆ Corner walk-in pantry and stainless appliances
- ◆ Main level powder bathroom
- ◆ Upper level loft and laundry room
- ◆ Large concrete patio on slab plans
- ◆ Luxury bedroom suite with private bath and two walk-in closets



SCAN TO TOUR!

THE ELDER 4 BED | 2.5 BATH | 2,179 SQ. FT

- ◆ Two-story home offered on a slab on grade or basement home site
- ◆ Four stunning exterior elevations, 2 or 3 car garage
- ◆ Spacious concrete patio for slabs
- ◆ Quartz kitchen counters and large center island
- ◆ Corner walk-in pantry and stainless appliances
- ◆ Main level powder bathroom
- ◆ Upper level loft and laundry room
- ◆ Four bedrooms on the upper level
- ◆ Luxury bedroom suite with private bath and walk-in closet

Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Square footage, dimensions and measurements are approximate. Ready dates are estimates only. All homes are constructed by D.R. Horton®, Inc. – Minnesota, Residential Contractor's License #BC605657.

EXPRESS SELECT - TWO-STORY & ONE LEVEL PLANS



THE HOLCOMBE 4 BED | 2.5 BATH | 2,323 SQ. FT

- ◆ Four stunning exterior elevations, 2 or 3 car-garage
- ◆ Open one-level floor plan
- ◆ Main level study
- ◆ Quartz kitchen counters
- ◆ Slab on grade or basement homesite
- ◆ Walk-in corner pantry and stainless appliances
- ◆ Optional electric fireplace
- ◆ Luxury bedroom suite with private bath and walk-in closet



THE ELM 5 BED | 3 BATH | 2,449 SQ. FT

- ◆ Two-story home offered on a slab on grade or basement home site
- ◆ Four stunning exterior elevations, 2 or 3 car garage
- ◆ Optional electric fireplace
- ◆ Quartz kitchen counters and large center island
- ◆ Walk-in pantry and stainless appliances
- ◆ Main level bedroom and bathroom
- ◆ Upper level loft and laundry room
- ◆ Luxury bedroom suite with private bath and two walk-in closets



THE HUDSON 4 BED | 2.5 BATH | 2,495 SQ. FT

- ◆ Two-story home offered on a slab on grade or basement home site
- ◆ Four stunning exterior elevations, 2 or 3 car garage
- ◆ Optional electric fireplace
- ◆ Quartz kitchen counters and large center island
- ◆ Four bedrooms on the upper level
- ◆ Corner walk-in pantry and stainless appliances
- ◆ Main level powder bathroom
- ◆ Upper level loft and laundry room
- ◆ Luxury bedroom suite with private bath and a walk-in closet



THE HENLEY 5 BED | 3 BATH | 2,617 SQ. FT

- ◆ Two-story home offered on a slab on grade or basement home site
- ◆ Four stunning exterior elevations, 2 or 3 car garage
- ◆ Quartz kitchen counters and large center island
- ◆ Main level bedroom and bathroom
- ◆ Corner walk-in pantry and stainless appliances
- ◆ Upper level loft and laundry room
- ◆ Four bedrooms on the upper level
- ◆ Luxury bedroom suite with private bath and walk-in closet

SCAN TO TOUR!

SEE SALES REP FOR MORE DETAILS!

Home and community information, including pricing, included features, terms, availability and amenities, are subject to change and prior sale at any time without notice or obligation. Pictures, photographs, colors, features, and sizes are for illustration purposes only and will vary from the homes as built. Square footage, dimensions and measurements are approximate. Ready dates are estimates only. All homes are constructed by D.R. Horton®, Inc. – Minnesota, Residential Contractor's License #BC605657.

Available Tradition SeriesSM Floor Plans

D·R·HORTON
America's Builder



Scan to tour!

The Adams II

4 bed | 2.5 bath | 2,776 sq ft | 2 or 3 car

- Four styles of exterior elevations
- Walk-in pantry
- Main level study with solid double doors
- Quartz kitchen counters and tiled backsplash
- Upper level laundry and loft
- Four bedrooms on the upper level
- Bedroom suite with private bath, walk-in closet, and separate tub
- Jack and Jill bath



The Clifton II

3 bed | 2 bath | 1,866 sq ft | 2 or 3 car

- Two unique exterior elevations
- Main level laundry near bedroom one
- Quartz kitchen counters
- Large center island
- 20'x13' covered deck
- Walk-in corner pantry and stainless appliances
- Optional gas or electric fireplace
- Luxury bedroom suite with private bath and walk-in closet



The Dover II

3 bed | 2 bath | 1,721 sq ft | 2 or 3 car

- Open one-level floor plan
- Two incredible exterior elevations
- Main level laundry and mudroom
- Quartz kitchen counters
- Walk-in corner pantry and stainless appliances
- Optional gas or electric fireplace
- 10'x9' covered deck
- Luxury bedroom suite with private bath and walk-in closet



Scan to tour!

The Henry

5 bed | 3 bath | 2,621 sq ft | 2 or 3 car

- Two-story home
- Four stunning exterior elevations
- Quartz kitchen counters and large center island
- Main level bedroom and bathroom
- Corner walk-in pantry and stainless appliances
- Upper level loft and laundry room
- Four bedrooms on the upper level
- Luxury bedroom suite with private bath and walk-in closet

Available Tradition SeriesSM Floor Plans

D.R. HORTON
America's Builder



Scan to tour!

The Jameson

5 bed | 4 bath | 3,156 sq ft | 3 car

- Four styles of exterior elevations
- Walk-in pantry
- Main level bedroom and bathroom
- Formal dining room
- Upper level laundry and loft
- Four bedrooms on the upper level, two with private baths
- Bedroom suite with private bath, walk-in closet, and separate tub



Scan to tour!

The Jordan

5 bed | 3 bath | 3,003 sq ft | 3 car

- Four stunning exterior elevations
- Open floor plan
- Main level bedroom and bathroom
- Large mud room area with walk-in closet
- Quartz kitchen counters and tiled backsplash
- Walk-in pantry and stainless appliances
- Upper level loft and laundry room
- Four bedrooms on the upper level, all with WICs
- Luxury bedroom suite with private bath and two walk-in closets



Scan to tour!

The Redwood

4 bed | 3.5 bath | 3,084 sq ft | 3 car

- Three stunning exterior elevations
- Unique main level with optional double sided gas fireplace, formal dining room and study
- Two kitchen islands and walk-in pantry
- Command center off kitchen
- Quartz countertops and tiled backsplash in kitchen
- Upper level laundry and loft
- Four bedrooms and three bathrooms on the upper level
- Luxury bedroom suite with private bath and walk-in closet
- Jack & Jill bathroom



Scan to tour!

The Whitney

5 bed | 4 bath | 3,448 sq ft | 3 car

- Very popular floor plan with four exterior elevations
- Quartz kitchen counters and tiled backsplash
- Butler's pantry adjacent to dining room, plus a walk-in pantry
- Large mudroom area with walk-in closet
- Main level bedroom and bathroom
- Upper level laundry and loft
- Four bedrooms on upper level, plus a Jack and Jill bath
- Luxury bedroom suite with private bath and two walk-in closets



SITE DEVELOPMENT DATA

- EXISTING ZONING:

MXR-1 / PUD
- PROPOSED ZONING:

MXR-1 / PUD
- GROSS SITE AREA:

51.58 AC
- WETLANDS:

6.72 AC
- WETLAND BUFFERS:

9.46 AC
- NET SITE AREA:

35.40 AC
- DEVELOPMENT SUMMARY

55 FT SINGLE FAMILY HOMES: 58 HOMES
(B2L12-20; B5L2-22; B6L1-28)
- 65 FT SINGLE FAMILY HOMES:

61 HOMES
(B1L1-12; B2L1-11 & 21-37; B3L1; B4L1-19; B5L1)
- TOTAL NUMBER OF HOMES:

119 HOMES
- PROJECT DENSITY:

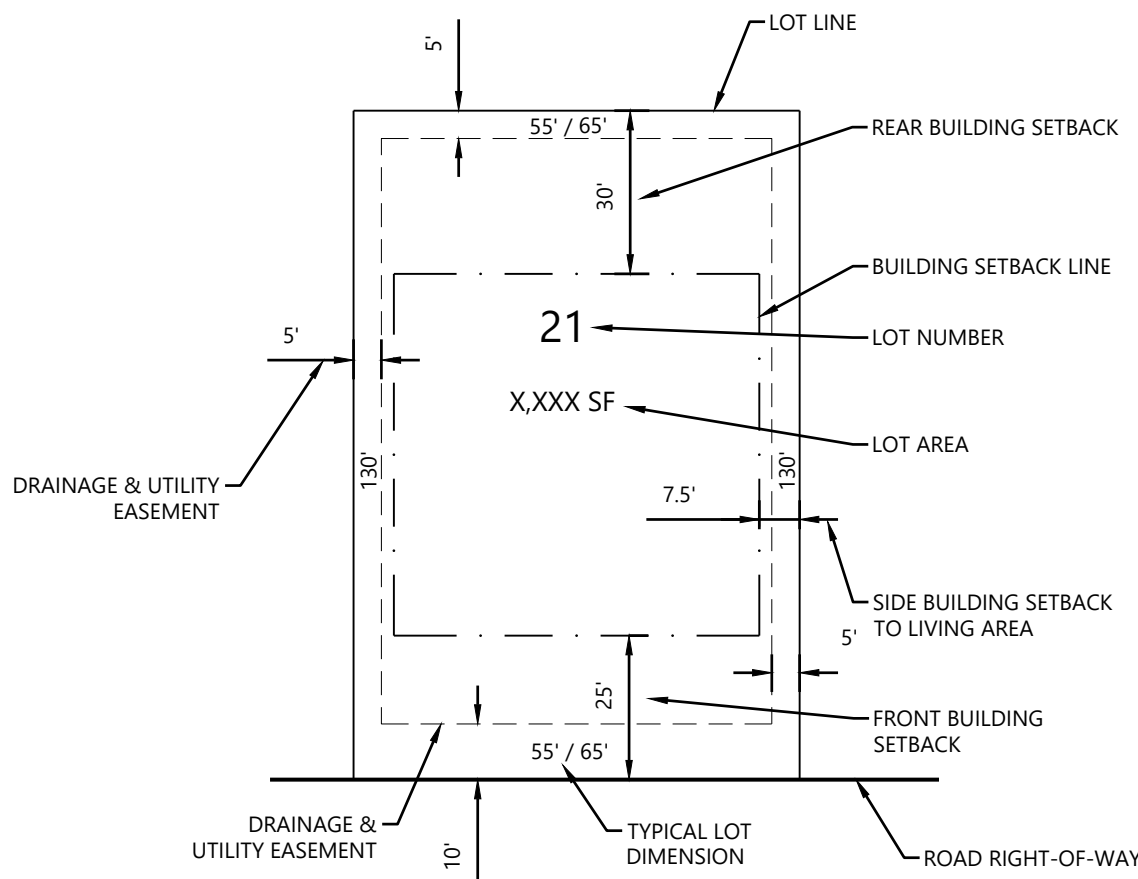
GROSS: ±2.31 UN/AC
- NET:

±3.36 UN/AC

LOT STANDARDS

| STANDARD | 55' SINGLE FAMILY HOMES | 65' SINGLE FAMILY HOMES |
|-------------------|-------------------------|-------------------------|
| MINIMUM LOT AREA | 7,163 SF | 9,163 SF |
| AVERAGE LOT AREA | 14,993 SF | 17,707 SF |
| MINIMUM LOT WIDTH | 55' @ 25' FRT SBK | 65' @ 25' FRT SBK |
| MINIMUM LOT DEPTH | 130' | 130' |
| SETBACKS | | |
| FRONT | 25' | 25' |
| SIDE INTERIOR LOT | 7.5' / 7.5' (15' TOTAL) | 7.5' / 7.5' (15' TOTAL) |
| SIDE CORNER LOT | 20' | 20' |
| REAR | 30' | 30' |

TYPICAL SINGLE FAMILY (SF) LOT DETAIL



SITE LEGEND

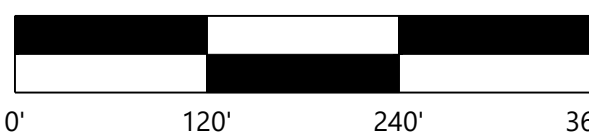
| EXISTING | PROPOSED | |
|----------|----------|-------------------------|
| | | PROPERTY LINE |
| | | LOT LINE |
| | | SETBACK LINE |
| | | EASEMENT LINE |
| | | CURB AND GUTTER |
| | | TIP-OUT CURB AND GUTTER |
| | | POND NORMAL WATER LEVEL |
| | | RETAINING WALL |
| | | WETLAND |
| | | WETLAND BUFFER |

DEVELOPMENT NOTES

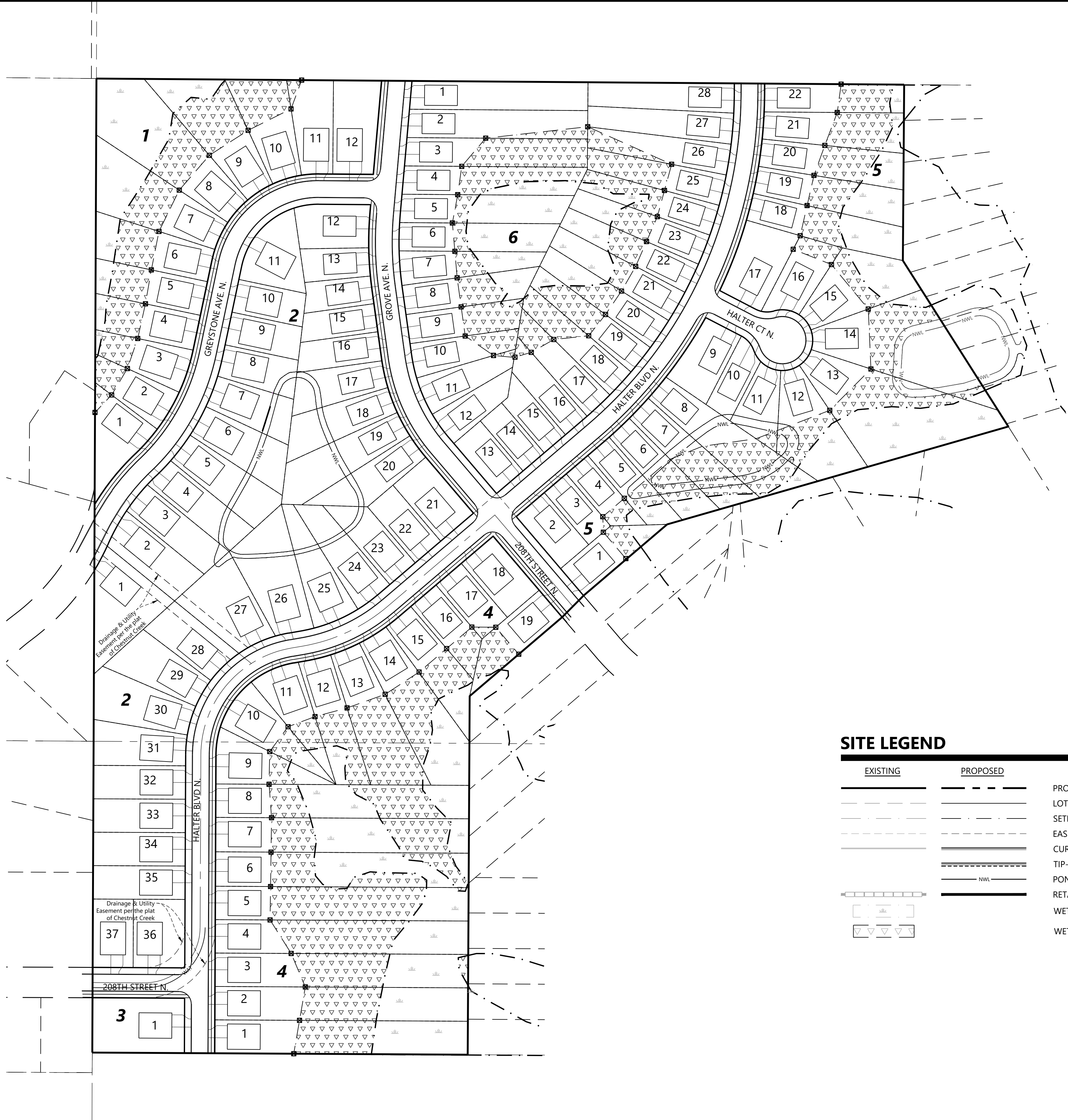
- ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
- ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
- STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
- DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED. DRAINAGE AND UTILITY EASEMENTS WILL BE PROVIDED OVER ALL PUBLIC UTILITIES A.
- STREET WIDTHS ARE SHOWN FROM BACK OF CURB TO BACK OF CURB.



1" = 120'



NOT FOR CONSTRUCTION



DESIGNED: _____
CHECKED: _____
DRAWN: _____
HORIZONTAL SCALE: 120'
VERTICAL SCALE: 24' OR 12'

INITIAL ISSUE: 06/20/25
REVISIONS:
△ _____
△ _____
△ _____
△ _____
△ _____

PREPARED FOR:
D.R. HORTON, INC. - MINNESOTA
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS
OF THE STATE OF MINNESOTA
CORY L. MEYER
DATE: 06/20/25 LICENSE NO. 26971

CHESTNUT CREEK 2ND ADDITION
FOREST LAKE, MINNESOTA

OVERALL PRELIMINARY
PLAT

PROJECT NUMBER: 0067061.00

SHEET NUMBER:

3 OF 24

DATE: 06/20/25



DESIGNED:
CHECKED:
DRAWN:
HORIZONTAL SCALE: 60'
VERTICAL SCALE: 12' OR 6'

INITIAL ISSUE: 06/20/25
REVISIONS:
△
△
△
△
△

PREPARED FOR:
D.R. HORTON, INC. - MINNESOTA
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA, 55044

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CORY L. MEYER
DATE: 06/20/25 LICENSE NO. 26971

CHESTNUT CREEK 2ND ADDITION
FOREST LAKE, MINNESOTA

PRELIMINARY PLAT

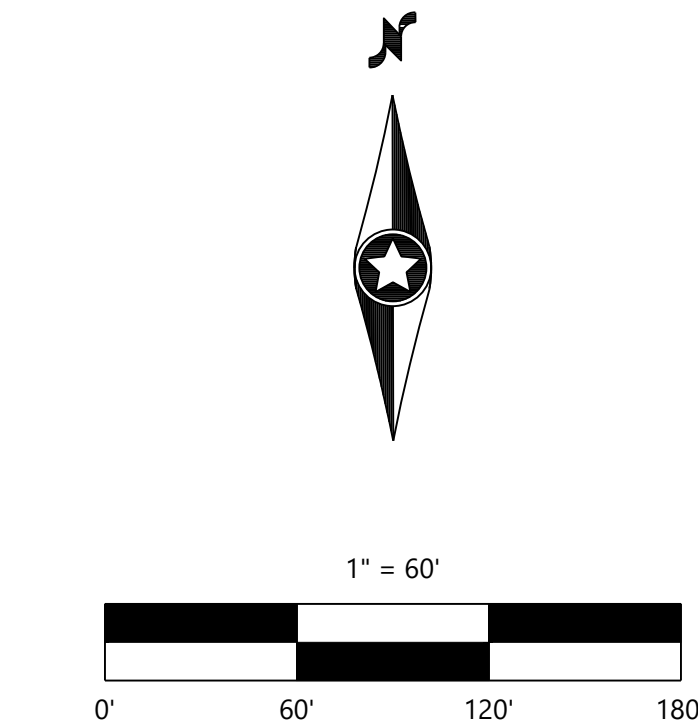
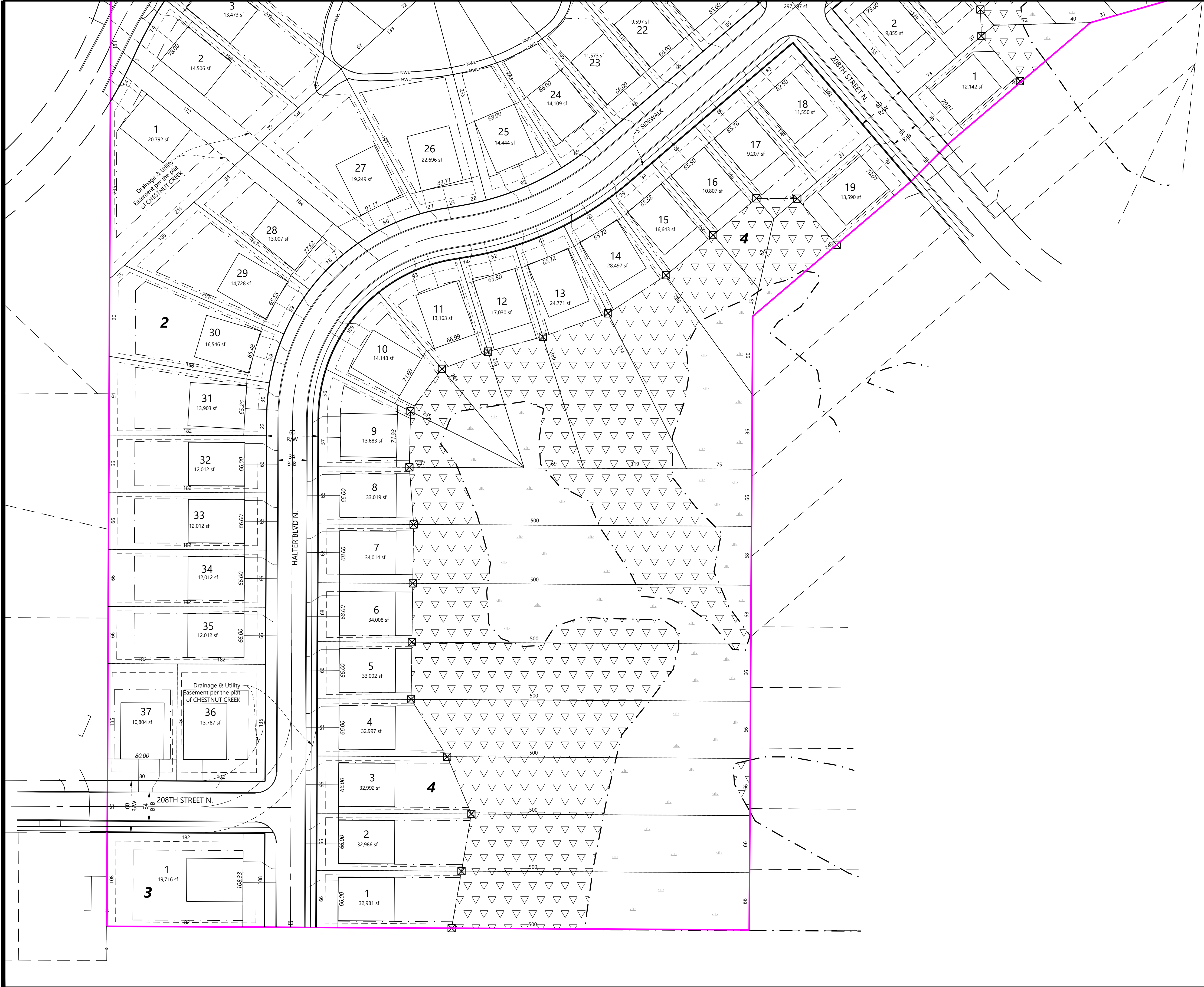
PROJECT NUMBER: 0067061.00

SHEET NUMBER:

4 OF **24**

DATE: 06/20/25

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance



NOT FOR CONSTRUCTION

CHESTNUT CREEK 2ND ADDITION

DESIGNED:
CHECKED:
DRAWN:
HORIZONTAL SCALE: 60'
VERTICAL SCALE: 12' OR 6'

INITIAL ISSUE: 06/20/25
REVISIONS:
△
△
△
△
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PREPARED FOR:
D.R. HORTON, INC. - MINNESOTA
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA, 55044

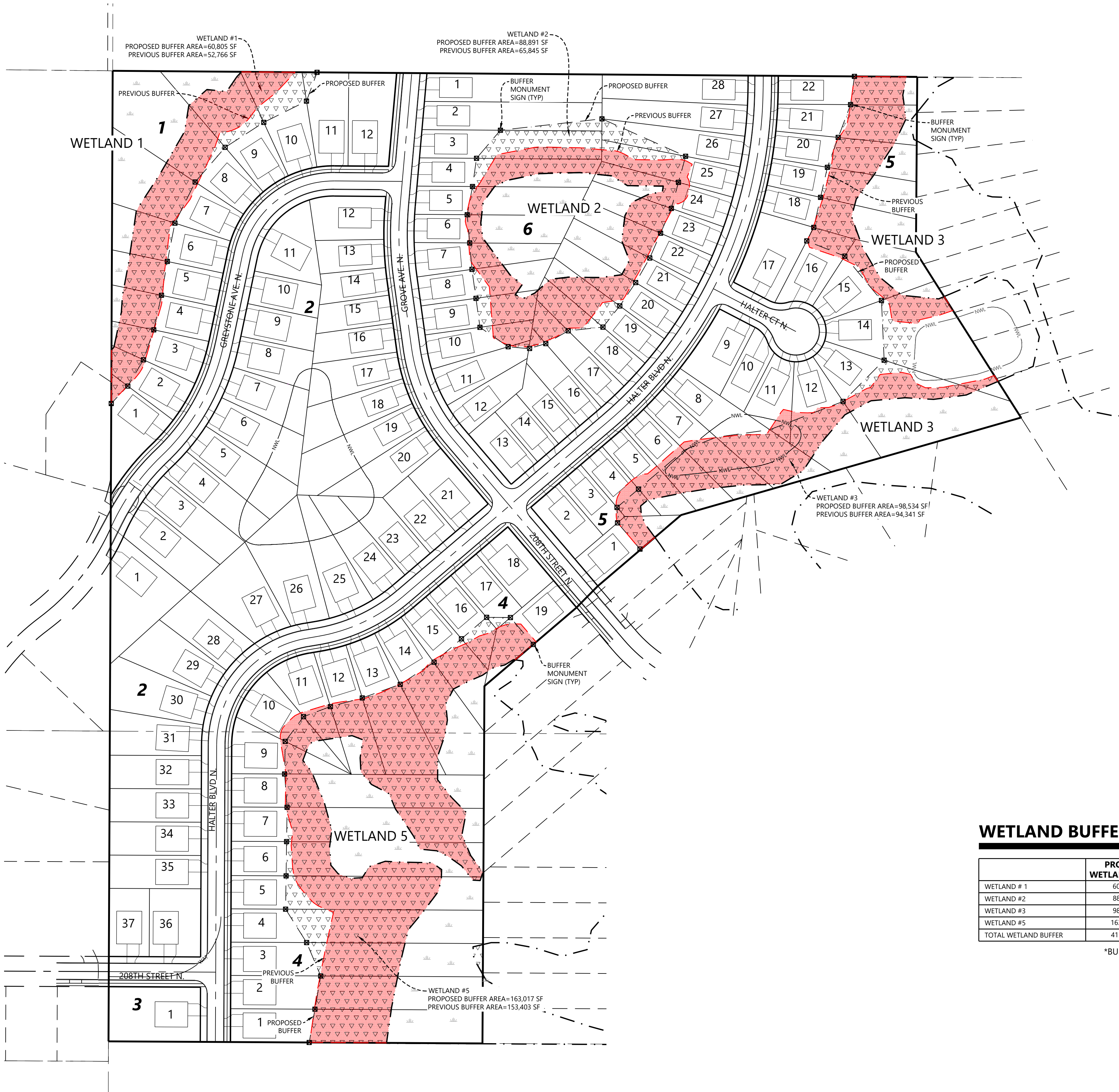
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS
OF THE STATE OF MINNESOTA
CORY L. MEYER
DATE: 06/20/25 LICENSE NO. 26971

CHESTNUT CREEK 2ND ADDITION
FOREST LAKE, MINNESOTA

PRELIMINARY PLAT

PROJECT NUMBER: 0067061.00

SHEET NUMBER:
5 OF **24**
DATE: 06/20/25



LEGEND

- WETLAND LINE
- PROPOSED WETLAND BUFFER: 411,247 SF
- PREVIOUS WETLAND BUFFER: 366,540 SF
- PROPOSED PONDING - NORMAL WATER LINE
- BUFFER MONUMENT SIGN

WETLAND BUFFER AREAS

| | PROPOSED WETLAND BUFFER | PREVIOUS WETLAND BUFFER |
|----------------------|-------------------------|-------------------------|
| WETLAND # 1 | 60,805 SF | 52,766 SF |
| WETLAND # 2 | 88,891 SF | 66,020 SF |
| WETLAND # 3 | 98,534 SF | 94,341 SF |
| WETLAND # 5 | 163,017 SF | 153,403 SF |
| TOTAL WETLAND BUFFER | 411,247 SF | 366,540 SF |

*BUFFER INCREASE: 1.02 ACRES

1" = 120'

0' 120' 240' 360'

NOT FOR CONSTRUCTION

DESIGNED: CLM
CHECKED: CLM
DRAWN: EJK
HORIZONTAL SCALE: 120'
VERTICAL SCALE: 24' OR 12'

INITIAL ISSUE: 06/20/25
REVISIONS:

| | | |
|---|---|---|
| △ | . | . |
| △ | . | . |
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PREPARED FOR:
D.R. HORTON, INC. - MINNESOTA
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA, 55044

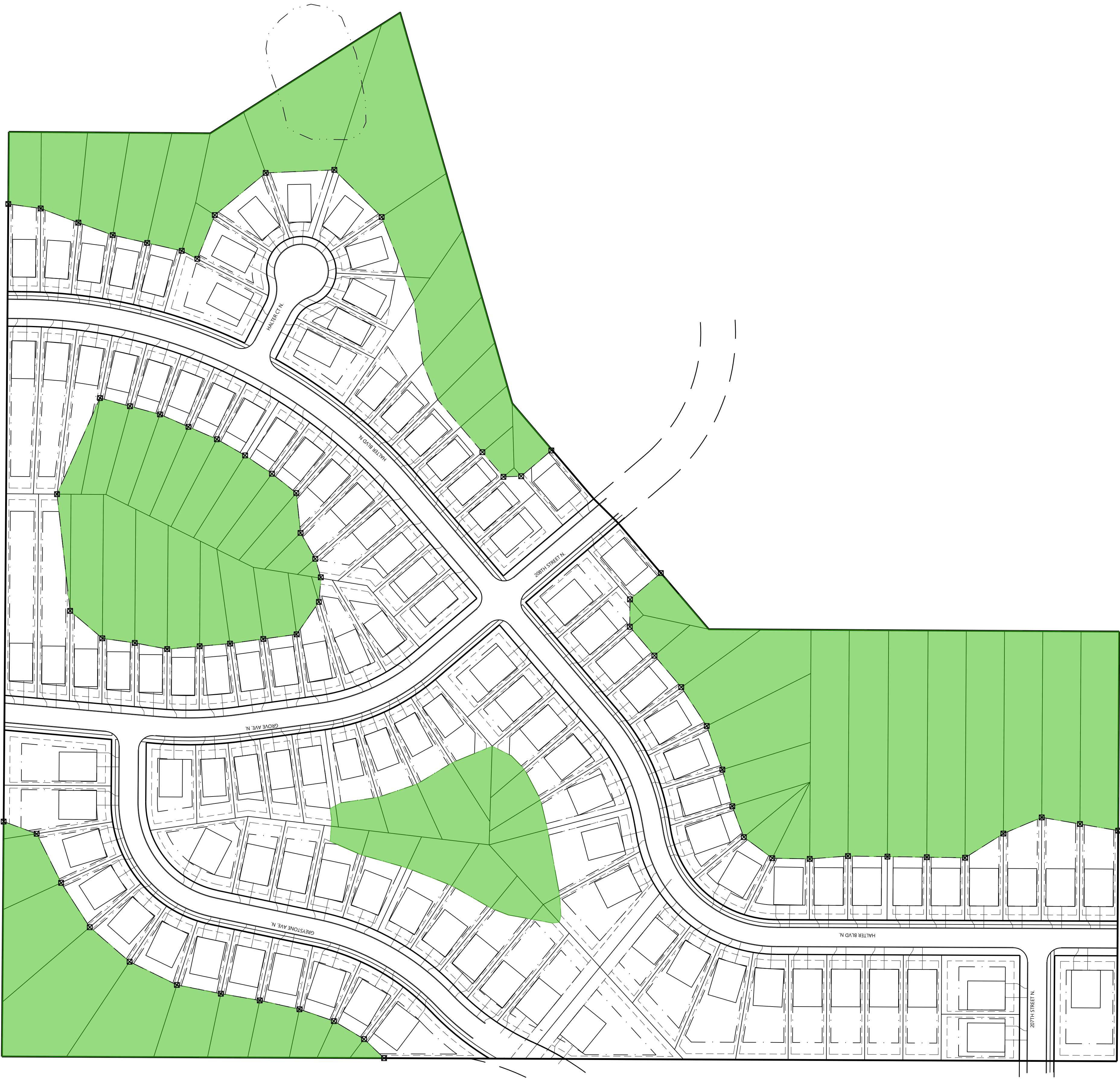
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA
CORY L. MEYER
DATE: 06/20/25 LICENSE NO. 26971

CHESTNUT CREEK 2ND ADDITION
FOREST LAKE, MINNESOTA

WETLAND BUFFER PLAN

PROJECT NUMBER: 0067061.00

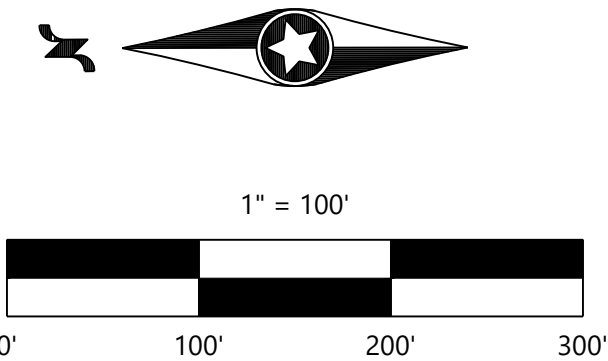
SHEET NUMBER:
11 OF 24
DATE: 06/20/25



LEGEND

 PRESERVED AREAS
APPROX. - 18.2 AC

* PRESERVED AREAS INCLUDE EXISTING
WETLANDS, FORESTS/WOODLANDS,
NATURAL BUFFERS, AND PONDING



EXHIBIT

CHESTNUT CREEK 2ND ADDITION

| | |
|---------------------------|----------------------|
| DESIGNED: ### | INITIAL ISSUE: _____ |
| CHECKED: ### | REVISIONS: _____ |
| DRAWN: ### | _____ |
| HORIZONTAL SCALE: ##### | _____ |
| VERTICAL SCALE: ### OR ## | _____ |

PREPARED FOR:
D.R. HORTON, INC. - MINNESOTA
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA, 55044

DATE: _____ LICENSE NO. _____

CHESTNUT CREEK 2ND ADDITION
FOREST LAKE, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

**PRESERVED AREAS
EXHIBIT**

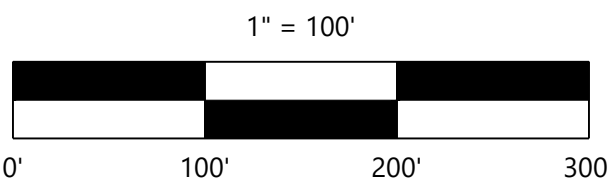
PROJECT NUMBER: 0067061.00

SHEET NUMBER:
01 OF **02**
DATE: 07/22/2025



LEGEND

- GRASS & OPEN SPACE
APPROX. - 18.5 AC
- WETLANDS &
NATURAL BUFFERS
APPROX. - 15.6 AC
- PONDS
APPROX. - 2.7 AC
- PRESERVED FOREST/
WOODED AREAS
- PROPOSED STREET &
YARD TREES



EXHIBIT

CHESTNUT CREEK 2ND ADDITION

| | |
|---------------------------|----------------------|
| DESIGNED: ### | INITIAL ISSUE: _____ |
| CHECKED: ### | REVISIONS: _____ |
| DRAWN: ### | _____ |
| HORIZONTAL SCALE: ##### | _____ |
| VERTICAL SCALE: ### OR ## | _____ |

PREPARED FOR:

D.R. HORTON, INC. - MINNESOTA

20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA, 55044

DATE: _____ LICENSE NO. _____

CHESTNUT CREEK 2ND ADDITION

FOREST LAKE, MINNESOTA

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

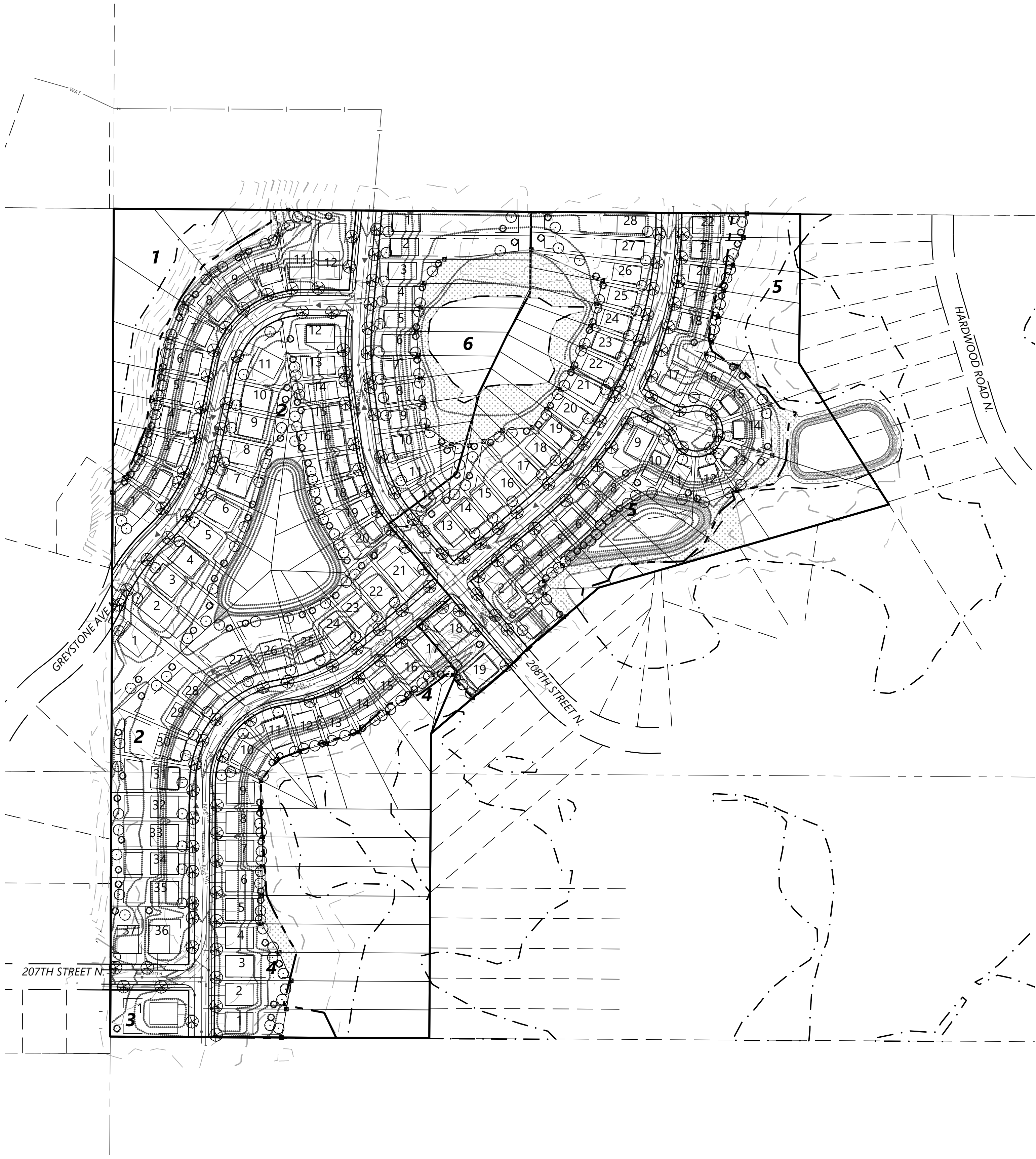
LANDSCAPE EXHIBIT

PROJECT NUMBER: 0067061.00

SHEET NUMBER:

02 OF 02

DATE: 07/22/2025



PRELIMINARY PLANTING SCHEDULE: BY DEVELOPER

| COMMON / BOTANICAL NAME | SIZE | ROOT | SPACING O.C. | MATURE SIZE |
|--|----------|------|--------------|---------------------|
| DECIDUOUS TREES - 138 | | | | |
| ACCOLADE ELM / ULMUS X 'MORTON' | 2.5" CAL | B&B | AS SHOWN | H 70' W 40'-50' |
| AUTUMN GOLD GINKGO / GINKGO BILOBA 'AUTUMN GOLD' | 2.5" CAL | B&B | AS SHOWN | H 50' W 30' |
| BOULEVARD AMERICAN LINDEN / TILIA AMERICANA 'BOULEVARD' | 2.5" CAL | B&B | AS SHOWN | H 30'-40' W 25'-35' |
| FALL FIESTA MAPLE / ACER SACCHARUM 'BAILSTA' | 2.5" CAL | B&B | AS SHOWN | H 50'-75' W 50' |
| FRONTYARD LINDEN / TILIA AMERICANA 'BAILYARD' | 2.5" CAL | B&B | AS SHOWN | H 60'-70' W 30'-40' |
| HACKBERRY / CELTIS OCCIDENTALIS | 2.5" CAL | B&B | AS SHOWN | H 50'-75' W 50' |
| PRINCETON ELM / ULMUS AMERICANA 'PRINCETON' | 2.5" CAL | B&B | AS SHOWN | H 60'-80' W 40'-60' |
| RED OAK / QUERCUS RUBRA | 2.5" CAL | B&B | AS SHOWN | H 50'-70' W 40'-50' |
| RIVER BIRCH / BETULA NIGRA | 2.5" CAL | B&B | AS SHOWN | H 50'-75' W 50' |
| SIENNA GLEN MAPLE / ACER X FREEMANII 'SIENNA' | 2.5" CAL | B&B | AS SHOWN | H 40'-50' W 35'-40' |
| SKYLINE HONEY LOCUST / GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' | 2.5" CAL | B&B | AS SHOWN | H 50' W 30'-35' |
| SWAMP WHITE OAK / QUERCUS BICOLOR | 2.5" CAL | B&B | AS SHOWN | H 50'-60' W 60'-80' |

ABBREVIATIONS: B.B. = BALLED AND BURLAPPED CAL = CALIPER HT. = HEIGHT MIN. =MINIMUM
O.C. = ON CENTER SP. = SPREAD QTY. = QUANTITY CONT. = CONTAINER

NOTES: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

PRELIMINARY PLANTING SCHEDULE: BY HOME BUILDER

| COMMON / BOTANICAL NAME | SIZE | ROOT | SPACING O.C. | MATURE SIZE |
|--|----------|------|--------------|---------------------|
| DECIDUOUS TREES - 219 | | | | |
| ACCOLADE ELM / ULMUS X 'MORTON' | 2.5" CAL | B&B | AS SHOWN | H 70' W 40'-50' |
| AUTUMN GOLD GINKGO / GINKGO BILOBA 'AUTUMN GOLD' | 2.5" CAL | B&B | AS SHOWN | H 50' W 30' |
| BOULEVARD AMERICAN LINDEN / TILIA AMERICANA 'BOULEVARD' | 2.5" CAL | B&B | AS SHOWN | H 30'-40' W 25'-35' |
| FALL FIESTA MAPLE / ACER SACCHARUM 'BAILSTA' | 2.5" CAL | B&B | AS SHOWN | H 50'-75' W 50' |
| FRONTYARD LINDEN / TILIA AMERICANA 'BAILYARD' | 2.5" CAL | B&B | AS SHOWN | H 60'-70' W 30'-40' |
| HACKBERRY / CELTIS OCCIDENTALIS | 2.5" CAL | B&B | AS SHOWN | H 50'-75' W 50' |
| PRINCETON ELM / ULMUS AMERICANA 'PRINCETON' | 2.5" CAL | B&B | AS SHOWN | H 60'-80' W 40'-60' |
| RED OAK / QUERCUS RUBRA | 2.5" CAL | B&B | AS SHOWN | H 50'-70' W 40'-50' |
| RIVER BIRCH / BETULA NIGRA | 2.5" CAL | B&B | AS SHOWN | H 50'-75' W 50' |
| SIENNA GLEN MAPLE / ACER X FREEMANII 'SIENNA' | 2.5" CAL | B&B | AS SHOWN | H 40'-50' W 35'-40' |
| SKYLINE HONEY LOCUST / GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' | 2.5" CAL | B&B | AS SHOWN | H 50' W 30'-35' |
| SWAMP WHITE OAK / QUERCUS BICOLOR | 2.5" CAL | B&B | AS SHOWN | H 50'-60' W 60'-80' |
| EVERGREEN TREES - 119 | | | | |
| BLACK HILLS SPRUCE / PICEA GLAUCA DENSATA | 6" HT. | B&B | AS SHOWN | H 35'-45' W 20'-25' |
| CONCOLOR FIR / ABIES CONCOLOR | 6" HT. | B&B | AS SHOWN | H 40'-50' W 15'-30' |
| NORWAY PINE / PINUS RESINOSA | 6" HT. | B&B | AS SHOWN | H 50'-80' W 30'-40' |
| NORWAY SPRUCE / PICEA ABIES | 6" HT. | B&B | AS SHOWN | H 50'-70' W 25'-30' |
| PONDEROSA PINE / PINUS PONDEROSA | 6" HT. | B&B | AS SHOWN | H 60'-80' W 25'-30' |
| WHITE PINE / PINUS STROBUS | 6" HT. | B&B | AS SHOWN | H 50'-80' W 25'-40' |

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O.C. = ON CENTER SP. = SPREAD QTY. = QUANTITY CONT. = CONTAINER

NOTES: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

PLANTING REQUIREMENTS & PROVISIONS

| LANDSCAPING DESIGN REQUIREMENTS -FOREST LAKE, MINNESOTA | | | | |
|--|---|---------------------|--|---|
| SITE DESCRIPTION | | | | |
| ZONING DISTRICT: MXR-1 - Mixed Residential, Single & Townhouse District / PUD - Planned Unit Development Overlay | | | | |
| TOTAL GROSS ACRES: ?? | | | | |
| SINGLE FAMILY REQUIREMENTS | | REQUIRED | PROVIDED | NOTES |
| FOUR TREES PER RESIDENTIAL LOT | 119 PROPOSED LOTS x 4 TREES = 467 OVERSTORY TREES | 476 OVERSTORY TREES | 476 OVERSTORY TREES | CORNER LOTS TO HAVE THREE STREET TREES & ONE YARD TREE. ALL OTHER LOTS WILL HAVE ONE STREET TREE & THREE YARD TREES |
| | | | 138 DECIDUOUS STREET TREES | |
| | | | 219 DECIDUOUS YARD TREES (BY HOME BUILDER) | |
| | | | 119 EVERGREEN YARD TREES (BY HOME BUILDER) | |

NOTES:

- STREET TREE LOCATIONS AND SPACING ARE SUBJECT TO CHANGE BASED ON CONSTRUCTED DRIVEWAY AND UTILITY LOCATIONS.
- STREE TREES TO BE PLANTED 5' FROM BACK OF CURB IN A LOCATION THAT DOES NOT INTERFERE WITH CURBSTOPS OR INDIVIDUAL SEWER & WATER CONNECTIONS. WHERE SIDEWALK IS PRESENT, STREET TREES WILL BE PLANTED 5' FROM THE BACK OF SIDEWALK & OUTSIDE THE R.O.W.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- DECIDUOUS TREES SHOULD BE LOCATED A MINIMUM OF 5' OFF ANY UTILITY PIPE AND CONIFEROUS TREES TREES SHOULD BE LOCATED A MINIMUM OF 15' OFF ANY UTILITY PIPE.
- NO TREE SHOULD BE LOCATED WITHIN 10' OF A HYDRANT OR 15' FROM A STREETLIGHT.
- NO TREES SHOULD BE LOCATED WITHIN A STORM POND HWL.
- NO TREES SHOULD BE LOCATED WITHIN STORM POND ACCESS ROUTE.
- NO DECIDUOUS TREE WITH 5' OF A SIDEWALK OR TRAIL AND NO CONIFEROUS TREES WITHIN 20' OF A PROPOSED SIDEWALK OR TRAIL.

NATIVE SEEDING LEGEND

WET MEADOW S&W
SEED MIX (34-271)
TOTAL AREA (3.4 AC)

MNDOT WET DITCH
(WD) SEED MIX
TOTAL AREA (0.8 AC)

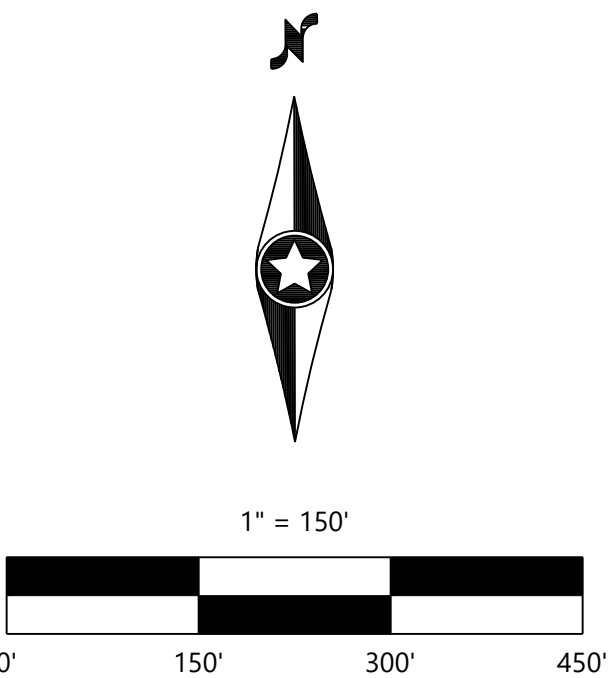
* ALL DISTURBED
AREAS TO BE
SODDED UNLESS
NOTED OTHERWISE
* TURF WITHIN R/W
TO BE
HYDROSEEDED.

PLANT LEGEND

OVERSTORY DECIDUOUS
STREET TREES

DECIDUOUS YARD TREE
(BY HOME BUILDER)

EVERGREEN YARD TREE
(BY HOME BUILDER)



NOT FOR
CONSTRUCTION

DESIGNED: _____

CHECKED: _____

DRAWN: _____

HORIZONTAL SCALE: #####

VERTICAL SCALE: ### OR ##

INITIAL ISSUE: 06/20/25

REVISIONS:

PREPARED FOR:
D.R. HORTON, INC. - MINNESOTA
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA, 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS
OF THE STATE OF MINNESOTA
CORY L. MEYER
DATE: 06/20/25 LICENSE NO. 26971

CHESTNUT CREEK 2ND ADDITION
FOREST LAKE, MINNESOTA

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Toll Free (888) 937-5150 Minnetonka MN, 55343
westwoodps.com

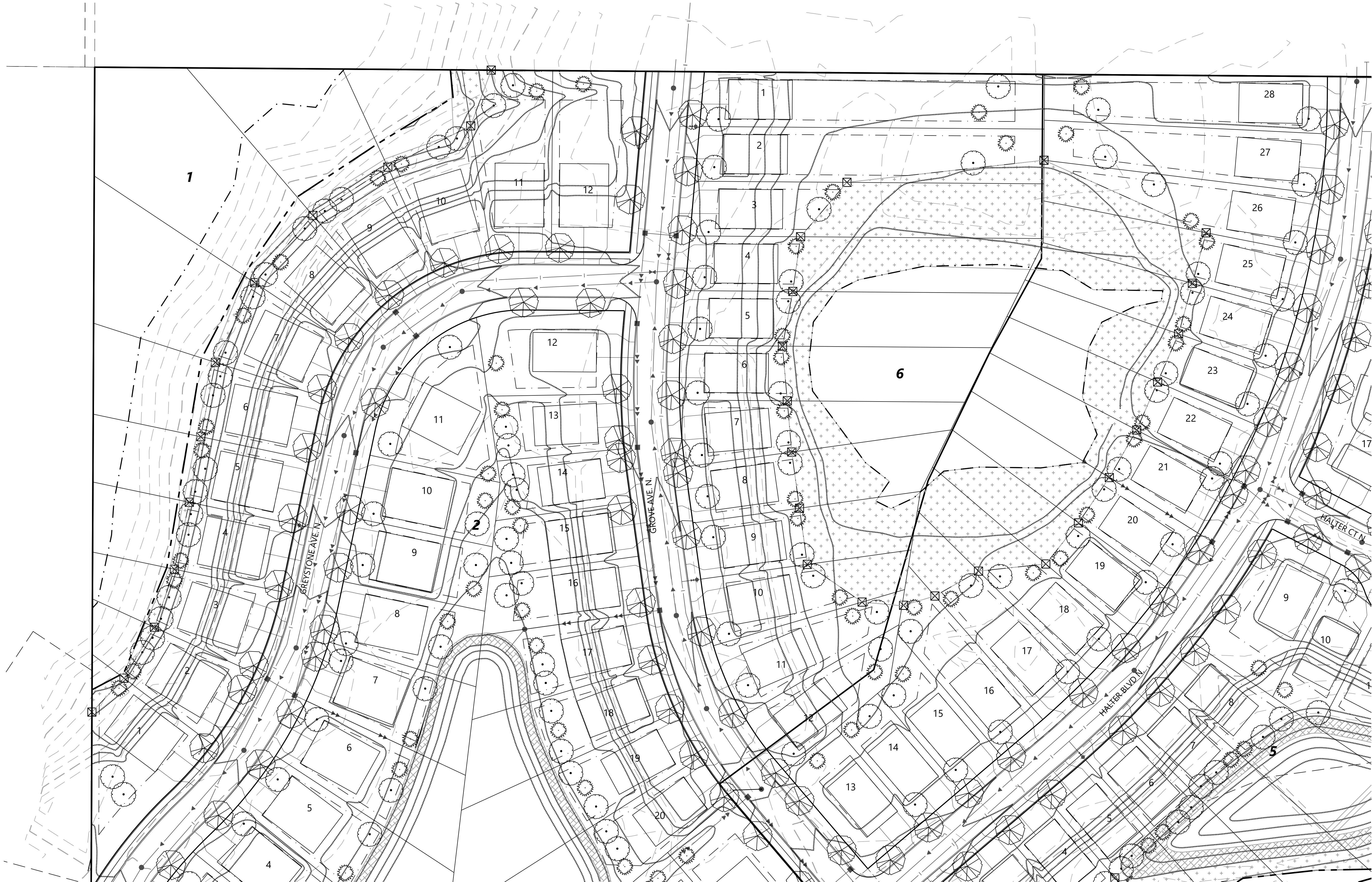
Westwood Professional Services, Inc.

OVERALL PRELIMINARY
LANDSCAPE PLAN

SHEET NUMBER:
19 OF 24

PROJECT NUMBER: 0067061.00

DATE: 06/20/25

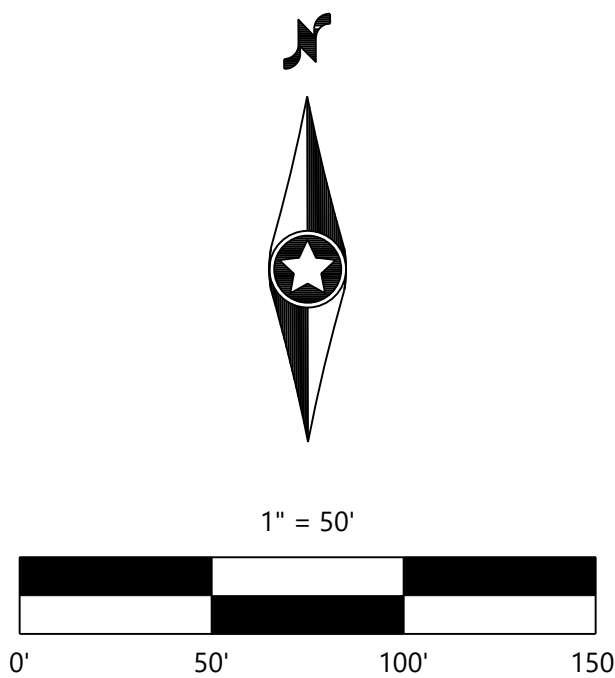


NATIVE SEEDING LEGEND

- WET MEADOW S&W SEED MIX (34-271) TOTAL AREA (3.4 AC)
- MNDOT WET DITCH (WD) SEED MIX TOTAL AREA (0.8 AC)
- * ALL DISTURBED AREAS TO BE SODDED UNLESS NOTED OTHERWISE
- * TURF WITHIN R/W TO BE HYDROSEEDED.

PLANT LEGEND

- OVERSTORY DECIDUOUS STREET TREES
- DECIDUOUS YARD TREE (BY HOME BUILDER)
- EVERGREEN YARD TREE (BY HOME BUILDER)



NOT FOR CONSTRUCTION

DESIGNED: _____
CHECKED: _____
DRAWN: _____
HORIZONTAL SCALE: #####
VERTICAL SCALE: ### OR ##

INITIAL ISSUE: 06/20/25
REVISIONS: _____

PREPARED FOR:
D.R. HORTON, INC. - MINNESOTA
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA, 55044

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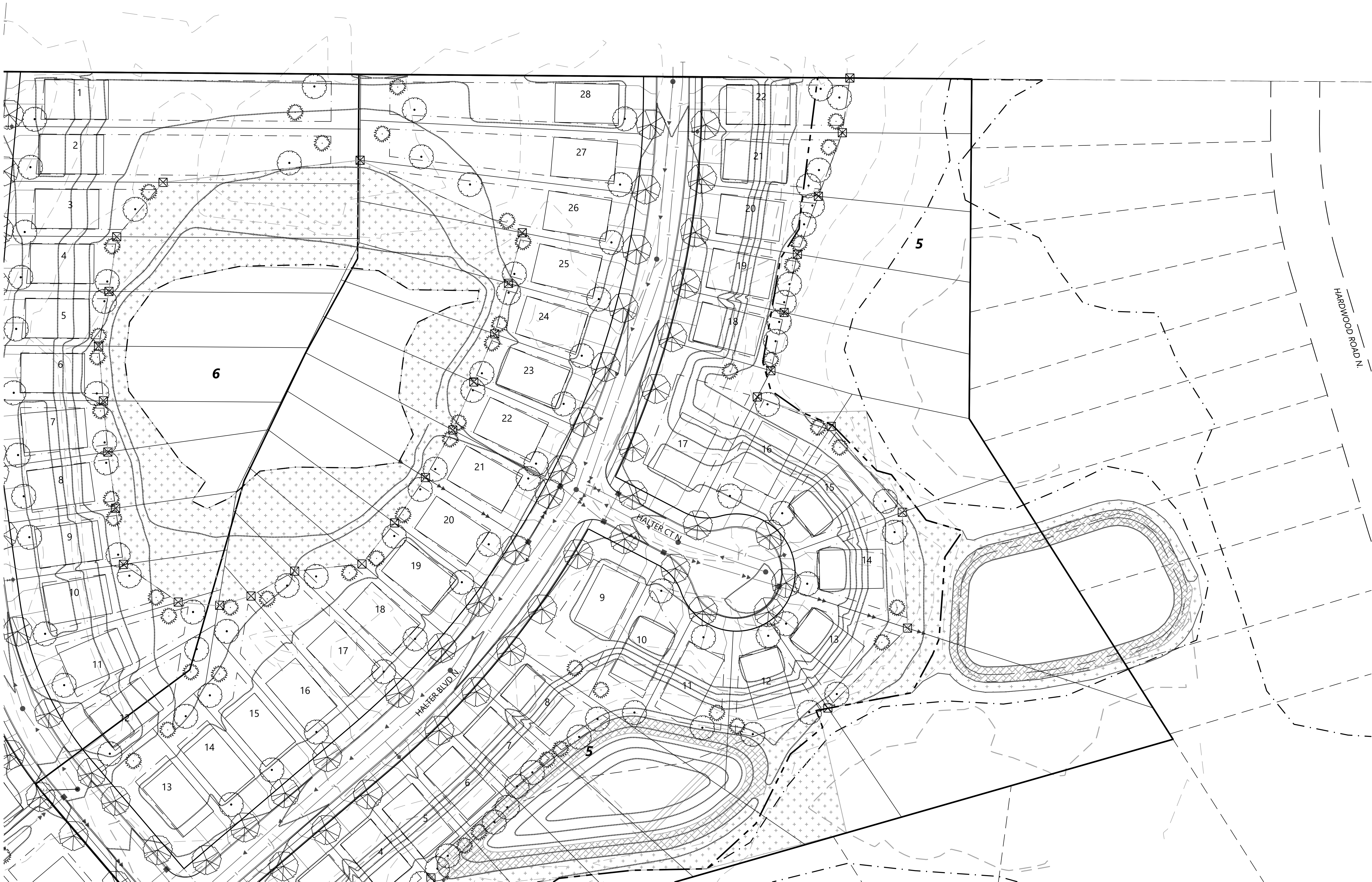
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PRELIMINARY
LANDSCAPE PLAN

PROJECT NUMBER: 0067061.00

SHEET NUMBER:
20 OF 24
DATE: 06/20/25

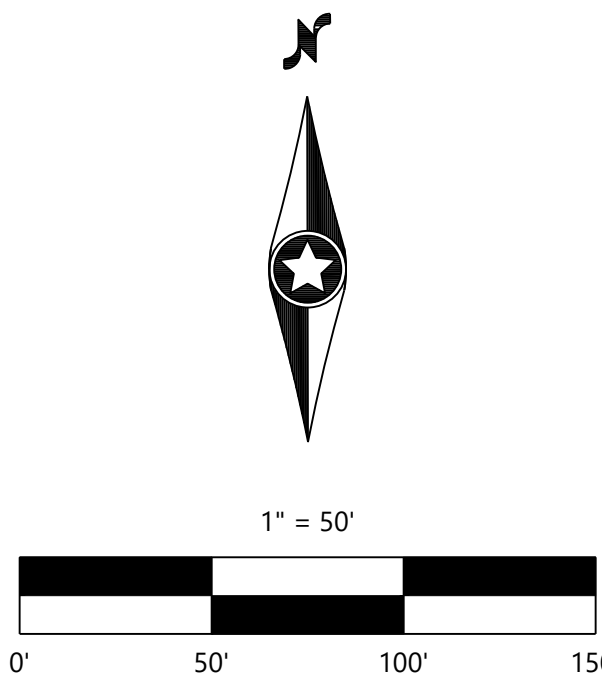


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PLANT LEGEND

- OVERSTORY DECIDUOUS
STREET TREES
- DECIDUOUS YARD TREE
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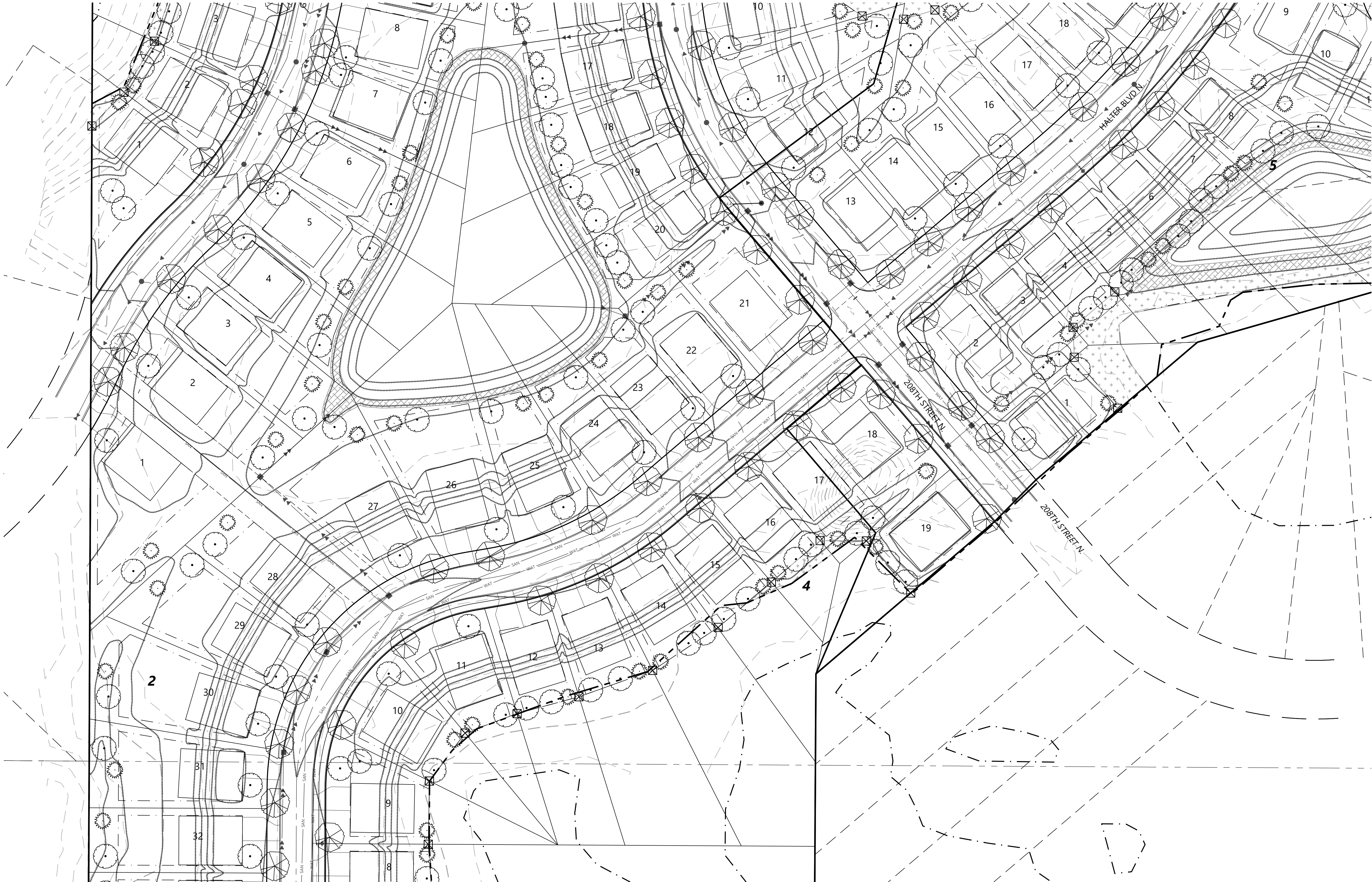
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PRELIMINARY
LANDSCAPE PLAN

PROJECT NUMBER: 0067061.00

SHEET NUMBER:
21 OF 24
DATE: 06/20/25

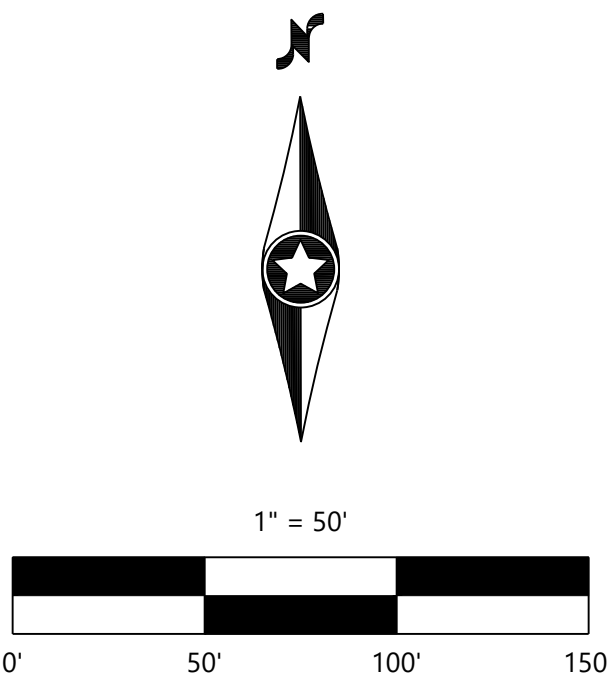


NATIVE SEEDING LEGEND

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NOT FOR
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CHESTNUT CREEK 2ND ADDITION

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HORIZONTAL SCALE: #####
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INITIAL ISSUE: 06/20/25
REVISIONS: _____

PREPARED FOR:
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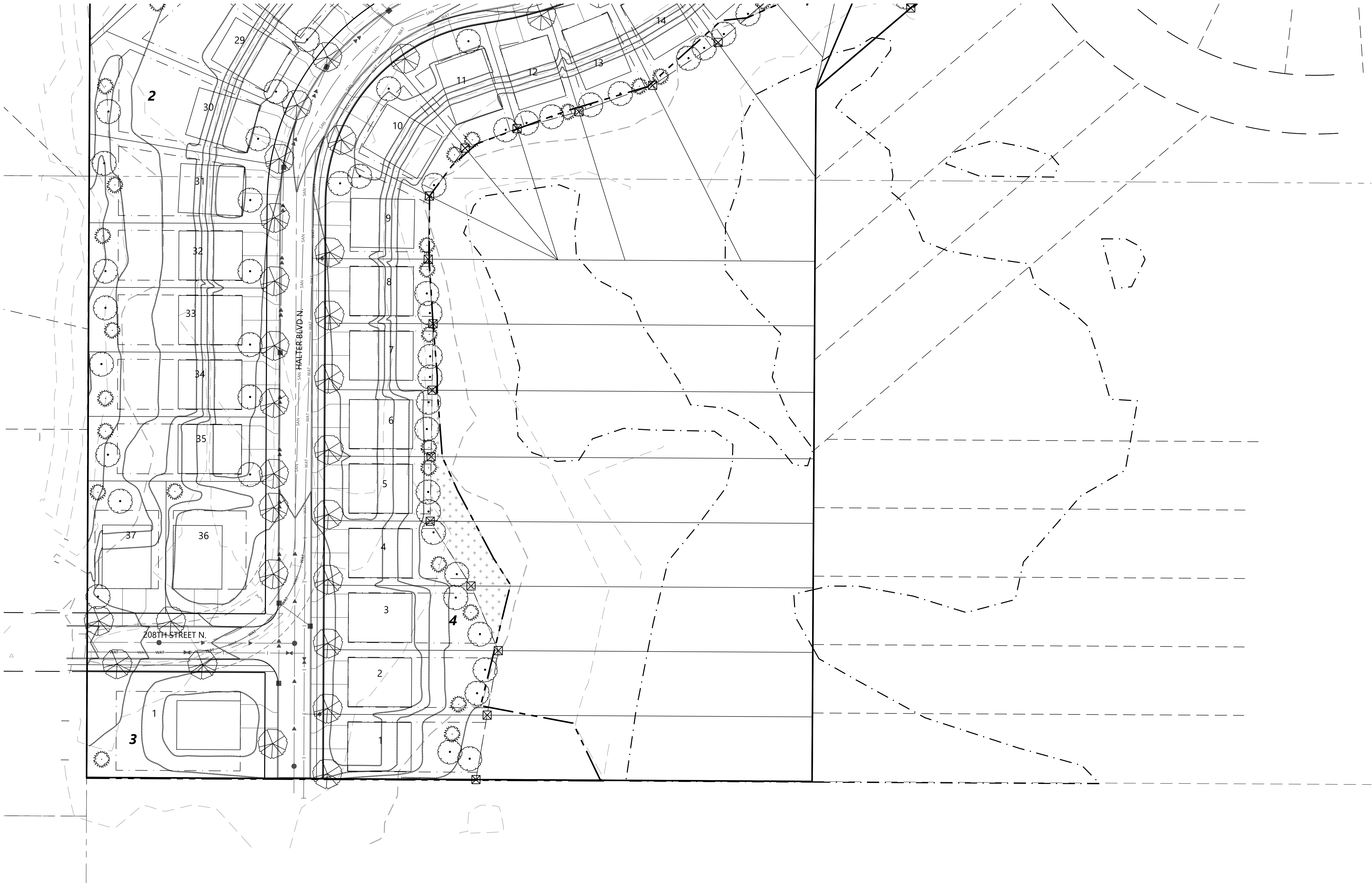
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PRELIMINARY
LANDSCAPE PLAN

PROJECT NUMBER: 0067061.00

SHEET NUMBER:
22 OF **24**
DATE: 06/20/25

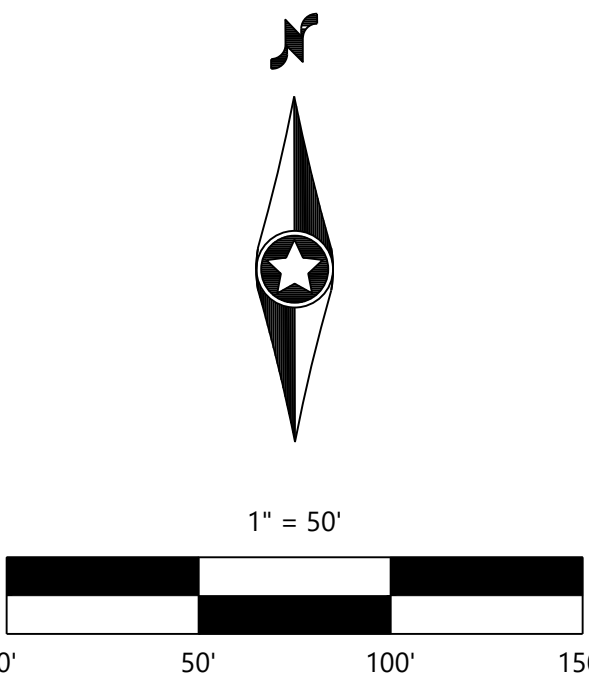


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STREET TREES
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CHESTNUT CREEK 2ND ADDITION

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INITIAL ISSUE: 06/20/25
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PRELIMINARY
LANDSCAPE PLAN

PROJECT NUMBER: 0067061.00

SHEET NUMBER:
23 OF 24
DATE: 06/20/25

From:
To: [Abbi Wittman](#)
Subject: Chestnut Creek Phase 2
Date: Thursday, September 18, 2025 2:34:46 PM

[You don't often get email from Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Caution: This email originated outside our organization; please use caution.

Hello!

I am writing to you with regard to the phase two expansion to the Chestnut Creek neighborhood and my insight and thoughts regarding a community park. If I am writing to the wrong person, please direct me to who is best to correspond with.

First and foremost, I am a homeowner on Hamlet Ave in Chestnut Creek. We love our neighborhood and raising our young boys (ages 1 and 3) in an area with so many other young families as well. With the new addition of phase two, I have concern regarding the lack of any accessible parks near our area. For such a young, growing area, there is no where walkable to take children to in order to play and socialize which are key parts to early childhood development. From a safety standpoint, many families allow children to have supervised play time for large motor activities in or near the roads due to a lack of space elsewhere for them to be. With the addition of more traffic, this also becomes a great safety concern.

This leads to my second concern which would be the extreme traffic on Harrow as well as commuting to Hwy 97. This area is already a dangerous area for traveling (poorly maintained in the winter, no shoulder making it unusable for pedestrians, as well as no lighting in the dark). How does the city plan to make this area capable of withstanding more of a traffic flow? Especially the intersection of Harrow and 97.

Lastly, as I write these things, I am writing through the lens of a small business owner as I also run my own licensed in home childcare in Chestnut Creek. A park space accessible in the area would be so nice for not only local families but also for me to be able to take children in my care to as well. Childcare is a great need in Forest Lake overall and I feel as though being able to tell families we have a safe space to walk to in order to get large motor activity and new surroundings in, would be beneficial to the future generations of Forest Lake in my care. My childcare has been able to benefit phase 1 homeowners, other homeowners in Forest Lake and undoubtedly would benefit phase 2 as well.

I appreciate that the city is taking a look into this and seriously considering the consequences and benefits to adding a park to this area. If you have any questions or need more information, I would be happy to give any more I can!

Thanks and have a great day,

-Molly Kieger

Sent from my iPhone

Abbi Wittman

From: adam erickson
Sent: Monday, September 15, 2025 1:03 PM
To: FL Zoning
Cc:
Subject: Concerned Chestnut Creek resident - Phase 2 Development

Caution: This email originated outside our organization; please use caution.

Dear Forest Lake City Council - Planning & Zoning Committee,

My wife and I are writing as a concerned resident regarding the proposed Phase 2 development near our neighborhood. While we understand that this plan was originally approved 20 years ago, much has changed since then, and we believe moving forward with the outdated plan would be a mistake for Forest Lake and its residents.

Here are the primary concerns we ask you to consider:

- **Lot Sizes & Density:** The original approval called for 55' lots. The current proposal reduces lot sizes, with the largest being only 7,500 sq. ft.—much of it wetland. This creates homes that are too close together, limiting space for three-car garages, and resulting in smaller, tighter layouts that don't harmonize with Phase 1.
- **Water & Drainage Issues:** Our neighborhood already faces significant water and drainage problems. Adding Phase 2 without a robust water management plan will replicate and worsen these issues for future homeowners.
- **Traffic & Safety:** Directing more traffic to Harrow without additional outlets or a traffic study is unacceptable. As the first house on 208th St N, we already see the challenges of having over 100 homes rely on a single entry and exit. While Phase 2 does add an additional outlet within the neighborhood, it does not provide additional access points to Harrow, which remains the primary route in and out. Adding hundreds of new vehicles to an already congested road—combined with years of construction along our streets—will significantly increase safety risks for children, school buses, and pedestrians.
- **Community & HOA Considerations:** The proposed plan shows no regard for our existing HOA and makes no provisions for establishing a new one. This lack of structure will undermine long-term community standards and maintenance.
- **Lack of Parks & Amenities:** The only potential park is a decade away and located near the YMCA stables, far from this development. Families deserve accessible recreational space integrated into the neighborhood.
- **Outdated Plan:** This plan was conceived two decades ago under very different circumstances. Since then, Forest Lake has seen more water, greater traffic congestion, and different community needs. Moving forward with this outdated plan would be detrimental to both existing residents and the future families of Phase 2.

We respectfully urge the zoning committee to push back on this outdated development proposal and require updates that reflect today's realities—traffic, water management, safety, and community amenities. Forest Lake deserves thoughtful planning that prioritizes families, infrastructure, and long-term livability over density and outdated layouts.

Please ensure that the mistakes of Phase 1 are not repeated in Phase 2. The future of our community depends on decisions made now.

Thank you for listening and for your commitment to the wellbeing of Forest Lake.

Sincerely,

Adam & Jennifer Erickson
7271 208th St N
Forest Lake, MN

From: [Carrie Chavez](#)
To: [FL Zoning](#)
Cc: [Carrie Chavez](#)
Subject: Site Amendment Request on behalf of Chestnut Creek Phase 1 Homeowners
Date: Friday, September 19, 2025 10:57:40 AM

You don't often get email from carriechavez23@gmail.com. [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

To:
Community Development Department /
City of Forest Lake
1408 Lake Street South
Forest Lake, MN 55025

Re: Please submit this in response to the next City Council Meeting regarding Chestnut Creek 2nd Addition

Dear Community Development Team, Planning Team, and City Council.

I am writing to formally request a review and reapproval of a phase 2 plat plan that was originally approved by the City of Forest Lake approximately 20 years ago but was never acted upon.

The preliminary plat in question pertains to 21-032-21-21-0045 and 21-032-21-12-0011, and based on my understanding, no development or construction has occurred on the site since the original approval. Given the significant passage of time, I believe it is appropriate and necessary to determine whether the original plat remains valid under current zoning ordinances, comprehensive planning guidelines, and infrastructure standards.

I respectfully request that a comprehensive traffic study be conducted prior to any approval of development on this property. The traffic conditions surrounding Highway 97 and adjacent areas have changed significantly over the past two decades, rendering any prior assessments obsolete.

Given the current construction on Highway 97, I believe that conducting a traffic study at this time would not yield an accurate representation of typical traffic flow and congestion. Therefore, I propose that the study be postponed until Highway 97 is fully reopened and functioning normally—specifically, when uninterrupted access to Interstate 35 is restored and traffic patterns are no longer affected by detours or rerouting.

This delay would ensure that the study reflects realistic conditions, including the movement of semi-trailers, school buses, emergency vehicles, construction traffic, and general commuter flow. Once the study is completed under these normal conditions, I am confident it will demonstrate that the existing infrastructure does not provide sufficient access to support a development of this scale without the addition of new access roads.

I respectfully request that the City of Forest Lake reevaluate the water levels and soil

conditions in our area based on the current environmental situation, rather than relying on data from 20 years ago. There is a substantial presence of pooling water, watershed zones, and active pond ecosystems that have developed over time. These conditions warrant a fresh assessment to ensure that any future development is environmentally responsible and aligned with present-day realities.

Additionally, the area is predominantly composed of clay soil, which significantly affects drainage. Water tends to pool for extended periods, and many residents rarely need to use their sprinkler systems due to the naturally high moisture retention. Furthermore, a large number of homeowners rely on sump pumps that run continuously to manage groundwater levels.

In the initial phase of development, builders were not required to add supplemental soil layers during construction. However, doing so would greatly benefit future homeowners by improving drainage and reducing long-term water-related issues. Drainage between homes is another concern; in many cases, these areas were not adequately monitored or engineered, resulting in persistent water problems between properties.

I urge the city to consider these factors in any future planning or reapproval processes and to require developers to address these environmental and infrastructure concerns proactively.

I respectfully request that the City initiate a formal review of the original plat and consider requiring reapproval under current regulations. I am prepared to submit any necessary documentation or applications to facilitate this process, including a Site Plan Amendment Request, if applicable.

I would also like to formally express our concerns regarding the proposed development and transition of Phase 2, particularly in light of the recent change in developer ownership.

I do emphasize concern regarding the potential involvement of D.R. Horton—a national homebuilder—in large-scale residential development projects within the City of Forest Lake.

While D.R. Horton is recognized as one of the largest homebuilders in the country, its reputation has been increasingly scrutinized due to a pattern of construction-related complaints and legal actions. Notably:

In 2024, D.R. Horton agreed to a \$16.1 million settlement in South Carolina over widespread construction defects, including issues with roofing, siding, and water intrusion.

The company is currently facing dozens of lawsuits in multiple states, with homeowners reporting problems such as poor finish work, improperly installed doors and windows, and drainage issues leading to flooding.

Many buyers have also cited delays in warranty repairs, subpar customer service, and forced use of in-house lenders and agents, which can limit consumer choice and transparency.

Given Forest Lake's commitment to thoughtful, community-driven development—as outlined in the 2040 Comprehensive Plan—we believe it is critical to evaluate the long-term implications of allowing a national builder with such a track record to shape the future of our

neighborhoods.

We would ask that the city consider the following:

Quality Assurance: Will the city require enhanced inspections or third-party oversight to ensure construction quality meets local standards?

Community Character: How will the builder be held accountable for maintaining architectural harmony and neighborhood cohesion?

Resident Protections: What safeguards will be in place to protect homeowners from warranty delays or construction defects?

Local Input: Will Forest Lake residents and HOAs be given a voice in design decisions, amenity planning, and builder accountability?

Phase 1 residents have invested in this community with the understanding that future phases would maintain a consistent and harmonious design, infrastructure quality, and community standards. With Phase 2 now under new development leadership, we respectfully request the City's attention to the following concerns:

1. Architectural and Design Consistency

We ask that Phase 2 adhere to the original design guidelines and architectural standards established in Phase 1 to preserve the visual and structural integrity of the neighborhood.

2. Infrastructure and Shared Amenities

Many amenities and infrastructure elements—such as roads, trails, and stormwater systems—are shared between phases. We request assurance that Phase 2 will contribute equitably to the maintenance and completion of these shared assets. This includes the name, Chestnut Creek, and the shared costs associated to maintaining the signage and shared spaces listed in the current HOA documents.

3. Homeowners Association (HOA) Continuity

Phase two should have the same governance or dues structures that are current to Phase 1 residents.

4. Traffic and Safety Impacts

Increased traffic and construction activity from Phase 2 may impact safety and accessibility for current residents. We request that the City require a traffic impact study and implement mitigation measures as needed.

5. Environmental and Zoning Compliance

We ask that the City ensure Phase 2 complies with all current zoning regulations, environmental standards, and the Comprehensive Plan, especially if the new developer proposes changes to the original site plan.

As the phase 1 community was sold on a park being present in the 2nd phase, I realize that this isn't always easy to do and is likely more costly than what the builder will provide (not to mention the city needing to maintain it). Would it be fair to propose alternatives that may be more in line with the builders' donation knowing that 600+ people will reside here with over 1/3 of them being children? Some proposed ideas with estimated costs would be:

1. Community Green Space / Pocket Parks

Description: Landscaped areas with benches, trees, and shaded seating.
Estimated Cost: \$5,000–\$15,000 depending on size and landscaping features.

2. Walking Trails and Bike Paths

Description: Paved or natural trails connecting parts of the development.
Estimated Cost: \$30,000–\$50,000 per mile; approx. \$3–\$7 per linear foot.

3. Community Garden

Description: Shared garden plots for residents to grow food and flowers.
Estimated Cost: \$3,750–\$7,500 for a small garden with fencing, irrigation, and basic infrastructure.

4. Multi-Use Recreation Area (Basketball/Pickleball Court)

Description: Small court for sports and active play.
Estimated Cost: \$8,000–\$30,000 for a half-size outdoor basketball or pickleball court.

5. Outdoor Gathering Pavilion

Description: Shaded structure with seating for events and meetings.
Estimated Cost: \$14,000–\$36,000 depending on size and materials (e.g., 20'x20' to 20'x30').

6. Safety Enhancements

Description: Speed bumps, signage, lighting, and crosswalks.
Estimated Cost: \$5,000–\$15,000 depending on scope and materials.

To ensure that the selected amenities reflect the needs and preferences of our residents, we propose that the HOA be given the opportunity to vote on the options presented. If the builder or developer is willing to provide a few feasible alternatives, the HOA can facilitate a transparent and inclusive decision-making process.

I believe these alternatives will not only compensate for the absence of a park but also enhance the overall quality of life in our neighborhood. We respectfully request the City's support in reviewing and approving these proposals, and we welcome the opportunity to collaborate on implementation.

This collaborative approach will:

- Empower residents to shape their community
- Promote long-term satisfaction and stewardship
- Ensure that the selected amenities are both practical and valued

Last, appreciate the City's commitment to responsible development and community engagement. It has come to our attention that several neighboring communities who will be directly impacted by this development were not properly notified or given the opportunity to participate in the initial review process.

These adjacent neighborhoods may face significant changes in traffic flow, environmental

impact, infrastructure strain, and overall community character as a result of Phase 2. As such, it is only fair and reasonable that they be granted the opportunity to present their perspectives, raise concerns, and engage in meaningful dialogue with city officials and the developer.

We respectfully ask that the City:

- Schedule a new public hearing with adequate notice to all surrounding communities.
- Provide clear and accessible information about the proposed development plans.
- Allow for public comment and feedback from residents who were previously excluded from the process.

Transparency and inclusivity are essential to responsible urban planning. Ensuring that all affected residents have a voice in this process will help foster trust, collaboration, and a more thoughtful outcome for the entire Forest Lake area.

We respectfully request a meeting or public hearing to discuss these concerns and ensure that Phase 2 proceeds in a manner that respects the integrity and expectations of the existing community.

Please advise on the appropriate next steps and whether a formal determination of the plat's status can be made. I appreciate your time and attention to this matter and look forward to working with the City to ensure compliance with all applicable standards.

Thank you for your attention to this matter.

Carrie Chavez
6992 208th Street North (concerned Chestnut Creek Phase 1 homeowner)
Forest Lake, MN

From:
To: [FL Zoning](#)
Cc:
Subject: Chestnut Creek Phase 2- 21-032-21-21-0045 and 21-032-21-12-0011
Date: Friday, September 19, 2025 11:37:59 AM

You don't often get email from c [Learn why this is important](#)

Caution: This email originated outside our organization; please use caution.

Subject: Request for Reapproval of Plat Plan Due to Developer Change

Dear Community Development Team & City Council,

I am writing to formally request that the City of Forest Lake require reapproval of the plat plan originally approved for the Phase One Developer/ owner approximately 20 years ago for plat: 21-032-21-21-0045 and 21-032-21-12-0011. It has come to our attention that the original developer now intends to sell the undeveloped portion of the property to a new developer who then will be able to use the old plan as an "approved city plan".

Given the significant passage of time and the change in ownership, we believe it is both reasonable and necessary for the City to re-evaluate the original plat plan to ensure it aligns with current zoning regulations, infrastructure standards, environmental considerations, and community needs.

Key reason for requesting reapproval: **Expiration of Original Approval**

According to Forest Lake's subdivision ordinance, preliminary plat approvals expire if a final plat is not submitted within one year. The final plat was never finalized or recorded as finalized, and may no longer be valid under current city code.

We respectfully request that the City require that a new developer should only be able to submit a revised site plan or plat application for formal review and approval and that the original plan need to go through city approval again should a new developer be purchasing the property. This will help ensure that the development reflects current standards and community expectations.

Thank you for your attention to this matter. We appreciate your commitment to responsible planning and community engagement.

Sincerely,

Carrie Chavez

6992 208th Street North

Forest Lake, MN 55025

Abbi Wittman

From: Corey Purkat <>
Sent: Wednesday, September 17, 2025 4:17 PM
To: FL Parks; FL Zoning; *FLCityCouncil
Subject: Chestnut Creek

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Caution: This email originated outside our organization; please use caution.

Forest Lake Council Members and Commission Members:

I'm not sure on the overlap of who will be receiving this, as I have addressed a couple of the advisory commissions and the city council, either way thank you for your time and consideration.

My family and I moved from Oakdale (where I served on the city planning commission myself until we moved) to Forest Lake in 2019. We built a house, our family has grown, and we love the area.

As the city embarks on the journey to finish the 'Chestnut Creek' development site, something that I believe started almost a decade ago, I implore you to do the right thing when it comes to finalizing the PUD.

What do I mean by that? If the city truly does listen to the community - the city's own reports/statistics show that 90% of people find parks important/very important - instead of "accepting a cash dedication fee in lieu of land dedication," the city should choose to allow the PUD only if it puts in a park. The city already made amendments/changes to lot sizes so it's not impossible to also meet additional requirements.

The planning commission made a similar recommendation. Yet, according to the posted agenda for today (9/17/25), the Staff Report is advising the Park and Rec commission to advise the City Council to take the cash.

What's even more concerning, more so than the fact I can't seem to find a project where cash WASN'T recommended, is that Forest Lake identified back in 2014 that MORE parks were needed. The attachments for today's P & R meeting shows a map from May 2019 for the '2040 Comp Plan' - but that's almost identical to the map from 2014. The service maps don't mean anything to the taxpayers if there is no way to actually access the parks safely either.

Since at LEAST 2014, the city has known about the need for more parks...population has increased, tax revenue has increased, the city has taken cash dedication fees...but no new parks have been implemented. None. Again, the staff report for today's P & R meeting states that there are 'future' options, options which too were identified back in 2014 as areas that may need a park, which should be looked at as viable options and I feel like this is just "kicking that can down the road." The existing parks were created when there was a lot more farmland, the farmland that was south of highway 97 and the farmland that now occupies Chestnut Creek.

Here is the statement directly from the staff report:

"While staff acknowledges the lack of park and recreation amenities in Chestnut Creek, the guiding documents and prior approvals do not require new parkland in this location. It is understandable parkland in this area could service a significant number of homes/residents of the community, it is not likely a park in this neighborhood could be designed to adequately service the neighborhood."

In other words, the "staff" (i.e. Abbi Wittman) understands that there are a lot of people here that do in fact need some sort of park/rec amenity because by her own admission there isn't enough space to service the neighborhood, but the "staff" is going to take the easy route so the project can be put on a resume."

There are a number of circular arguments to the staff's recommendations: "per the original approvals, the plat did not contemplate land dedication" which is used for justification in not requiring it now...but the city was asked to make amendments (those specific amendments were not mentioned in this report, only that it was amended in 'minor ways' even though 'minor' is an understatement.

Additionally, to recommend AGAINST adding actual park/rec land, taking the cash and then basically saying the area does really need a park, that too is a circular argument.

If it sounds a bit snarky, I apologize but frankly, that's what it sounds like to 119 tax-paying-homeowners who could have chosen to live in Hugo or Blaine or Ham Lake. Anecdotally, a rep from DR Horton made a comment that they have homes in Blaine if we wanted to have a comparison to what their homes look like. We didn't move to Blaine. We don't want to live in Blaine.

When we moved into our home, we knew more development would be coming to Chestnut Creek. If we knew that...the city certainly did as well and plans should have been in place to make sure the city's parks are expanded (judging by the drafts from DR Horton and BoltenMenk, things have been moving since June 2025).

Again, I implore you...please do the right thing...take the extra time and have a PUD that includes a thoughtful space for the growing community, for those that have invested in this community and those that plan to in the near future. Thank you for your consideration.

Corey and Jen Purkat + our 3 kids (11, 9, 6)

Chestnut Creek Development

Park Land Dedication

Shared with Community Development Director

Abbi Wittman on October 3, 2025



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Overview:

In recent months Chestnut Creek and the discussion around park land dedication has become a topic of discussion again with the potential for a new developer in phase 2 of the development. There has been some confusion around what has happened historically over the years and the purpose of this report is to provide a factual document with the details discussed along with recommendations for consideration moving forward.

History:

April 19, 2016 - On April 19, 2016, City Manager Aaron Parish attended the Parks Commission meeting and presented on what he called the “Harrow Avenue” project. Aaron brought forward the Harrow Avenue Plat dedication requirement in relation to phase 1. It was a requested action item. The location was off of Harrow Avenue referred to as the “Sydowski property”. They are looking at the parcel off of Harrow Avenue. The preliminary concept plat was brought forward. It was approximately 212 units blended as single family, detached townhomes. The developer originally proposed a small park in the area and the plan that was presented still reflected that. The developer proposed a small one and then when the future development came about the land could be used there to combine the two parks. Aaron said “we told the developer from a staff perspective we would rather not see this included [because] it’s not really that relevant to the development and it’s not that large. Typically, if looking for land dedication looking for 10% of land area. The city feels this particular area is already served identifying the following as serving those needs:

- When a path was developed connecting 210 Bridal Pass park was available.
- Trail access to the amenities at the Junior High
- A lot of open spaces in the area
- A park off Harrow (Manor Park) as well

The staff perspective and recommendation for the commission to consider is to recommend to the City Council that cash dedication be provided. Aaron advised that it was realized as the property plats it’s slated to occur in two phases with the first phase half

the lots. It's Requested action make a motion to approve cash dedication for the Chestnut Creek dedication.

A few observations in relation to this meeting:

The park commission at that time was not given access to all the information to make an informed decision.

1. Park staff prematurely told the builder "No" on the park concept before visiting with the parks commission. They did not appropriately work with the builder to provide direction on the typical amount of land taken in lieu of fees. They only presented that the builder proposed a small park about 1.5 acres. They didn't provide the direction on the percentage of land nor did they work with the builder to identify and build into the plat an appropriately sized park for the park commission to consider. In short, they failed to bring a full comprehensive set of options to the commission allowing them to weigh all options and make an educated and comprehensive decision with all the facts.
2. Minnesota Statute 462.358 subdivision 2b(d) says that in establishing the portion to be dedicated or preserved or the cash fee, the regulations shall give due consideration to the open space, recreational, or common areas and facilities open to the public that the application proposes to reserve for the division. Could it be questioned that failing to bring forward the actual developer plan did not allow for appropriate due consideration.
3. The developer (not a developer representative) of Chestnut Creek attended the City Council meeting on May 9, 2016. At that meeting he advised the City Council that he had proposed a park that had trailways, soccer fields, football fields, and play equipment. He thought it would have been a nice addition to this development. He alluded to the fact that it could have been incorporated into the HOA as this topic came up when the counsel asked what was included in the current HOA fee. That

was not presented to the parks commission as part of their decision making in fact, it feels like there was a misrepresentation to the commission of what the developer proposed and could have been an opportunity to provide the development with a large park area that may not have included a financial impact to the city.

4. In accordance with the City of Forest Lake ordinance (152.092) related to park dedication, there is the ability to accept cash contribution, land contribution, or a combination of cash and land contributions. This was not pointed out to the commission as part of the discussion brought forward when asking them for approval. The ordinance also says that the final plat must be done before the dedication funds are allowed. Phase 2 of the development did not have a finalized plat.
5. Staff did not present the dollar amount of the park dedication fee that would be accepted. There was no discussion at the meeting on the dollar amount of the fees that would be taken for the park dedication land, once again, making it unclear whether it was for the first phase or both phases and making it easy for the commission to think they were only voting for phase 1. City council meeting minutes reflected a \$550,000 parkland dedication fee in lieu of land dedication. If that had been shared with the Commission it would have given them an opportunity to clearly understand what they were voting for.
6. The conversation around the area already being “well served” was misleading.
 - a. There was no timeframe for the development of a path connecting to Bridal Pass. In addition, Bridal Pass is a long walk from the scheduled development. We are now
 - b. Trail access to amenities at the Junior High. Again, the trail timing was not disclosed and the amenities offered at the Junior High do not represent appropriate park options. It has been 8 years for some of the residents in this

area and this still hasn't come to fruition and it doesn't look like it will happen anytime soon.

- c. "A-lot of open spaces in the area" there was no definition of "open spaces" or identification of city owned open space safely accessible to the residents of this neighborhood.
- d. A park off Harrow (which is Manor Park) did not disclose the fact that the road is narrow, does not have a shoulder and pedestrians are at significant safety risk when using that road. It did not consider the 2014 Parks Trails Master plan, which identified Manor Park as lacking/needing seating, a parking area, swing set, and other things. It was identified as clearly lacking as a park by the Commission when developing the 2014 Comprehensive plan.

It was very clear that there was the ability to make different assumptions as to what was happening based upon how the conversation bounced from the "bigger" Chestnut Creek" to the phase 1 Chestnut Creek. In reviewing this discussion with some of the commission at that time, they thought they were voting for phase 1 and that phase 2 would need to come back for further discussion at the time it was ready for determination on land or cash.

May 9, 2016 – On May 9, 2016, a regular City Council meeting was held. The meeting minutes identify a motion to approve the preliminary plat and PUD for Chestnut Creek with 10 staff conditions excluding No. 45 of the Engineer's report. City Zoning administrator hart stated that the PTL Commission has recommended park land dedication fee in lieu of park land. During this meeting the actual builder came to the podium and during the discussion related to what was included in the HOA fee he described what he had proposed to the city for park amenities. That description was nothing like what was presented to the PTL commission for a vote. Donovan also noted that the developer submitted a proposal for parkland in the northern section of the development. He said "we [staff] recommended a park dedication in lieu of not having a park there which wouldn't serve the community well."

A few observations in relation to this meeting:

- The builder brought up his idea for the parks and basically said it wasn't considered and Council member Ben Winnick just said, "well I don't know what to say about that". There was an opportunity for more conversation but nobody was interested in doing additional due diligence to learn more about it.
- The city once again made a determination that a park here would not serve the community well sharing that in the council meeting. There was no discussion around the basis of that conversation.

When we've touted this as being the largest development in a while for Forest Lake, with over 200 homes in an area where there is no guaranteed plan for future development and its land locked by busy roads and private property, nobody thought to consider that a park is warranted? That does not align with the amenities that are provided in developments of this size in other areas of the city such as when the Summerfield and Fenway areas were developed.

May 19, 2021 – Birchwood Estates Parkland dedication preliminary review occurred.

Attached to the agenda for this PTL meeting was a memo dated as May 14, 2021, from Donovan Hart. (Donovan was involved in all the historical Chestnut Creek discussions and decisions.) The memo from Donovan stated that the city is expected to soon receive a concept plan for a subdivision, tentatively called Birchwood Estates, on a large parcel east of Hawthorne Heights. Donovan wanted to engage the PTL in a preliminary discussion on what form the parkland dedication should take (fee, land, part fee and part land). The memo provided some context, "Parks Master Plan did indicate a future neighborhood park should be located approximately half mile north of this property in the second phase of the Chestnut Creek neighborhood. Chestnut Creek is shown as the red rectangle and the subject property is the blue box in the figure at the right." City staff wanted to know if the PTL will be seeking land for park facilities within this development. This spurred a detailed conversation with the PTL commission. **Note:** This is the conversations that Karen Moorehead and Tim Gary both brought up during the September 17, 2025, PTL meeting.

There was a lot of discussion about these two developments (Birchwood Estates and Chestnut Creek). At the 26 minutes and 11 seconds mark of the recorded meeting, the final decision of the commission is identified. While we may take the land, there could also be an opportunity to put a park between the two parcels of land (Birchwood and Chestnut Creek). We'd like to look at what that [putting a park between the two parcels] would look like as well. Everyone on the commission agreed with that direction and Donovan was to go back and do some more work.

Jun 16, 2021 – Birchwood Estates concept plan approval was the topic of discussion.

Attached to the June 16, 2021, PTL meeting was a preliminary review yielding the result that the PTL wished to see some parkland on the northern edge of the subdivision. There was a concept plan attached showing an area of about 1.6 acres in size as dedicated parkland area, with trail and sidewalk connections through the neighborhood. With discussion around the connection with Chestnut Creek phase 2. Donovan advised that there were 82 lots proposed, so this amount of land is expected to yield an additional parkland dedication fee-in-lieu of land dedication. That precise amount of funds available for park improvements was not known at that time when the PTL commissioners asked. The purpose of the review for this meeting was to provide a preliminary determination that the location and amount of parkland is acceptable to the commissioners. The PTL was advised that they would provide a preliminary determination to the Planning Commission about the acceptability of the parkland.

There was a-lot of discussion again. The developer representative John Anderson who was representing Eternity Homes was present and participated in the discussion. The builder expressed concerns with having multiple small parks every quarter acre and there was discussion about the second build out of Chestnut Creek. The builder said Chestnut Creek SE future phase was 650 feet away from this development corner. John said the Eternity Homes applicant also built Hawthorne Heights and Chestnut Creek and there is the plan of an additional phase of Chestnut by this builder who is Pat Flynn, someone who lived in Forest Lake. There PTL made a motion at 45 minutes and 20 seconds into the recording to accept the recommendation in the drawing, which was to keep the park land where it was

recommended with the expectation it would be added on to for one larger park when phase 2 of Chestnut Creek was developed. For this development there was also cash that would be provided because not enough land was dedicated. The PTL commission asked Donovan to provide that information at the next meeting. Jamie did state during this meeting that for Chestnut Creek there was cash taken in lieu of land. Because of the discussions around the park being positioned where it was so that Chestnut Creek Phase 2 could add to it being initiated by the city personnel who was involved with Chestnut Creek from the beginning and the builder, the PTL commission assumed the comment Jamie made was in reference to Phase 1 and nobody even questioned it.

October 19, 2021 – Unfortunately, the agenda details for this meeting are not available on the website. The link for the agenda took me to the September Park meeting minutes. The October 19, 2021, meeting minutes stated that the land valuation wasn't complete and so we could not know the cash payment portion for this land (not enough land dedicated so they had to give cash as well.). Since the valuation wasn't done the PTL commission separated out the vote. They did not want to vote on the money portion until it was clear what the city would receive in relation to dedication funds. They did accept the proposal as presented for the parkland on this project and stated they would look for determining what the amount of cash would be at a future time. Again, they accepted the proposed presented which aligned with the original intent to put the Birchwood Estate park in a location where it could be added to by phase 2 of Chestnut Creek.

March 22, 2022 – In the agenda packet for this PTL commission meeting is a zone administrator staff memo from Nathan Fuerst, the Interim Zoning Administrator. The memo dated March 22, 2022, stated that “there had been changes made to the proposed trail alignment based on feedback from the city. Staff worked with the developer to refine the proposal, providing a unique city park for the current and future residents. This will be done by requiring parkland dedication in all future developments in this area to be located contiguous with existing/planned parkland as shown. The required parkland dedication is 3.44 acres. The park area proposed in the northeast corner of the development is 1.45

acres. The development proposes to pay cash in lieu for the remaining parkland dedication amount of 1.99 acres.”

The motion was made at the PTL commission meeting according to video at 24 minutes and 26 seconds to align with the staff recommendation as it pertains to Birchwood Estates (land and money) all voted in favor of it. **Note:** Prior to this agenda item there was discussion on Goodview preserve which was adjacent to this project. In addition, the builder representative (John Anderson) talked about contiguous park opportunities with Goodview, noting there was about 6 acres there and directly to the east which would amount to about 10-12 acres of park.

September 17, 2025 – Abbi Wittman, the Community Development Director presented to the PTL commission regarding Chestnut Creek hoping it would be the hardest decision the PTL commission would have to make. Abbi did not walk through and of the historical park conversations in relation to Chestnut Creek. She did say following city plans, and policy it’s important to not there was never a planned park and that there would be huge maintenance there was a commitment made in 2017 to live up to. Abbi also noted that there was another plat application for 22 acres immediately SW of the parcel. She noted it was heavily wooded and had wetlands, but that could full fill a future neighborhood park. She also clearly said there was no immediate development plan for this area. Not having an immediate development plan could mean years before anything is developed there.

During this meeting the new developer representative also spoke. She said they understood the benefit to request of changing the PUD (reasons other than parks) and she clearly said they are also not against doing a public park as long as they get credit for it. She mentioned playground equipment and a basketball court. The get credit for it would need to be clarified with the builder, but one could take that to mean credit in relation to dedication fees/land. **Note:** If the PUD is changed resulting in more dwellings that would impact the original dollar amount of park dedication land that was provided.

Karen Moorehead made a motion to go back to the original decision that was made. That does provide an opportunity to review all the history with the current PTL commission and

understand what has already been voted on and the intent. Along with the feedback from the neighbors and PTL strategic plan citizen feedback gathering sessions that occurred.

Historical Closing Thoughts:

It is very clear there was a desire to have a park in Chestnut Creek area. When legislation is passed and those who must administer the new laws are looking to determine the intent of the law, they will watch the recorded hearings to observe the conversations to determine what the legislative intent was. There was a missed opportunity for staff to watch the recording PTL meetings, document all the work, conversations, and decisions that have been made in relation to this topic. It is very clear the intent of the PTL commission was to have a park in Chestnut Creek phase 2 leveraging the Birchwood Estate development to create a larger park footprint and amenity opportunities. There is no doubt that the intent of the commission based on discussion and recommendations and that should have moved forward to Council.

Chestnut Creek Issues:

I know many of you have heard from the residents of Chestnut Creek. This is a young neighborhood with a large population of children. Just one block had over 20 children on it. Advising children to play in the street is not the answer.

In addition, it's very concerning that the city would recommend there are plenty of play opportunities in proximity of this neighborhood. Advising them to go to Manor Park, without doing a traffic study to clearly understand the volume of traffic on that road along with the fact there is no shoulder poses a safety issue and I think it is negligent of the city to identify this as a recommendation. The city is lucky the residents of this neighborhood are smart enough not to walk on that street or allow their children to do so. We spent time sitting on that road to watch the traffic. There was a high amount of traffic in relation to the time of day. In addition, with no shoulder, we watched a walker traveling north with a car traveling north and another car traveling south. The northbound car did not move over in the lane which made it difficult for the southbound vehicle to move over and the vehicles were very

close to the individual walking. In fact, the walker shook his head. It's dangerous to have pedestrians on that road.

Walking to Bridal Pass or the Junior high is not an optimal answer either. That is not near Chestnut Creek and isn't realistic.

Playing in the street because you have a cul-de-sac is also not a feasible solution especially if there is growth of the development. It's like saying kids, go play in traffic.

There are real issues for this neighborhood that need to be truly considered and addressed. Not only for the residents, but to eliminate the risks to the city based on recommendations that they've made as alternative solutions for these residents.

If you spend time with that community, you will learn people have come from all over the Twin Cities into Forest Lake. It's a large development with a large population of children. There was pride in this being one of the largest developments in Forest Lake but they didn't warrant an amenity. Many of us have had children ourselves and I know I was able to take my child or allow her to go to one of the local parks with friends, babysitters, and others without requiring her to be miles away from home or at risk of other hazards. What we want for our children these residents want for their children.

Possible Recommendations:

The CDC recognizes "parks can influence community health and increase physical activity by providing and promoting safe, equitable, and inclusive access to parks, trails, recreation areas, and green spaces." Our parks create economic development opportunities and a sense of community.

I recognize it's not fair to simply bring forward the history without a possible solution. I think there are opportunities to move forward from here and I've brainstormed just a couple of possible solutions to hopefully jump start some brainstorming to identify practical, implementable solutions.

- The potential builder has expressed an interest to provide a park in the area. Work with the builder to identify a plan that includes design, cost etc. and present it for consideration.
- Utilize existing funds to build a smaller park and some green space while you wait for development. This could be an interim solution or changed when another park is available. As we've discussed in the past, we should think differently about parks they don't always have to be equipment etc. Put equipment there now and repurpose the park to something new and innovative when the other parkland is development and available to the community.
- The city did get a large amount of park dedication fees for this development. The strategic plan also identified a park in this area. Prioritize an initiative in this area to complete the strategic initiative. Get it on the calendar. Perhaps explore with the current developer the option of them doing parkland for phase 2 since now dedication funds were taken for phase 2 and then buy two lots or whatever makes sense to create a larger park with some equipment and green space and this could accomplish the original strategic plan to have a park in that area, it's just in a different location.
- The National Recreation and Park Association is a national resource for government across the country. They are excellent resources available to help you identify what other government organizations have done. Think outside the box like Ohio, Texas and other did. They created new parks in advance of development by inserting a reimbursement clause in parkland dedication ordinances and issuing certificates of obligation to purchase park sites in advance of development. Is there an opportunity to further research this concept and determine how it may work for the City of Forest Lake and whether you can leverage any lessons learned or implementation strategies from those who have done it. Yes, I recognize you may have to change the statute at the state level as well, but the city knows how to work with state legislators to get things done in relation to the parks. The liquor license at Castlewood and the new Veterans memorial are good examples of that.

I think we all recognize this is a tough situation. There were some things that may have been done with staff indicating it's the law. Perhaps a discussion around what the law is, is it being broken if you do xyz, is there a way to work within the parameters of the law to do something different? This could be an amazing opportunity to build collaborative relationships and highlight the great work that the city and the members of this community can accomplish together. You could take the easy way out and say "sorry, what's done is done" or you could take the route that challenges everyone, but helps the community grow stronger by working together. I hope you give this some real thought and use it as an opportunity to be creative and work together.

If you have questions about this document, you can email me at

.

Sincerely,

Terri Steenblock

Forest Lake Resident and Former PTL chair

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

RESOLUTION NO. 10-13-25-05

**A RESOLUTION APPROVING THE CHESTNUT CREEK 2ND ADDITION PRELIMINARY PLAT
AND PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)**

WHEREAS, DR, Horton, Inc. - MN, (“Applicant”) submitted an application to the City of Forest Lake for a preliminary plat and planned unit development (PUD) called Chestnut Creek 2nd Addition, for the unaddressed property located in the City of Forest Lake, Washington County, Minnesota with the PID’s 21.032.21.12.0010, and 21.032.21.12.0011 (“Property”); and

WHEREAS, the legal description of the Property for the proposed preliminary plat and planned unit development is detailed on **Exhibit A** attached hereto; and

WHEREAS, the Applicant submitted an application and project plans to the City of Forest Lake on July 23, 2025 for a preliminary plat and planned unit development regarding a proposed 119 unit detached single family subdivision on the Property; and

WHEREAS, the requested improvements to the site include the platting of 119 lots for detached single family homes and associated construction of new streets, utility infrastructure, stormwater ponding areas, and landscaping improvements as shown in the plans dated June 20, 2025; and

WHEREAS, the Applicant has requested flexibility from the City’s requirements for minimum lot area, minimum lot size, and corner yard setbacks through the planned unit development (PUD) as identified in the PUD Ordinance drafted by staff; and

WHEREAS, on September 10, 2025, the Forest Lake Planning Commission reviewed the Applicant’s request for the Chestnut Creek 2nd Addition preliminary plat and zoning amendment in the form of the PUD, held a duly noticed public hearing on the requests, and voted to recommend the requests for City Council approval with conditions identified by staff; and

WHEREAS, the City Council considered the Applicant’s request for the Chestnut Creek 2nd Addition preliminary plat and PUD at its September 22, 2025, meeting and hereby makes the following findings of fact:

1. The preliminary plat and PUD plan are consistent with the intent of the City of Forest Lake 2040 Comprehensive Plan and the 2040 Land Use Map for this area.

2. The preliminary plat and PUD plan comply with the general intent of the MXR-1 zoning district.
3. The preliminary plat does not meet the criteria for denial established in Code Section 152.074.
4. The preliminary PUD Plan meets the minimum requirements and criteria for approval of a PUD identified in Code Section 153.087.
5. The Applicant is proposing to amend the existing Chestnut Creek PUD through the proposed Preliminary PUD Plan for Chestnut Creek 2nd Addition.
6. At the time of final plat and final PUD plan approval, the City will adopt a PUD Ordinance for Chestnut Creek 2nd Addition which memorializes flexibilities granted by the City to zoning requirements.

THEREFORE, BE IT RESOLVED, by the City Council of the City of Forest Lake that the Applicant's request for approval of the Chestnut Creek 2nd Addition Planned Unit Development contains the following flexibilities depicted in the plans on file with the City, which will be incorporated into a final PUD overlay ordinance adopted at the time of Final Plat Approval:

1. Side and corner lots principal structure setbacks of 20 feet.

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

The Applicant's request for the Chestnut Creek 2nd Addition preliminary plat and PUD are hereby approved subject to the following conditions:

1. Prior to the City finding any application for a final plat and final PUD complete, the applicant shall complete the following:
 - a. Fully address all comments in the City Engineer's August 20, 2025 review memo, as may be subsequently revised, to the satisfaction of the City.
 - b. Submit a landscaping plan which details location, size, species mix and planting details as required by City Code.
 - c. Submit an internal traffic safety plan to address construction traffic concerns throughout the buildout of the Chestnut Creek Phase 2 project.
 - d. Receive and submit a copy of a CLFLWD Watershed permit for the project.
 - e. Submit a complete request to vacate the existing Drainage and Utility Easements found on Outlots A and B of Chestnut Creek 1st Addition.
 - f. The City has received payment from the Applicant or Developer for all outstanding invoices related to the project.
 - g. The applicant shall provide the City with necessary documents for the City to determine the fair market value for cash fee in lieu of land dedication. The amount of the required cash dedication shall be incorporated into the

Development Agreement. The Final Plat shall not be released until all parkland dedication requirements have been fulfilled.

2. The final plat shall include all necessary and additional public right-of-way and easements.
3. The applicant/developer is responsible, at their own expense, for installing all required right of way improvements.
4. In the event the applicant desires to conduct mass grading of the site prior to final plat approval, the applicant shall enter into a mass grading agreement with the City. The applicant or developer shall submit to the City All required City financial guarantees before starting any site or ground disturbance.

Adopted in the regular session of the City Council on the 13th Day of October, 2025.

CITY OF FOREST LAKE

By: _____

Blake Roberts

Its: Mayor

Attested:

By: _____

Jolleen Chaika

Its: City Clerk

Resolution 09-22-25-02

Exhibit A

Legal Description of Subject Property

Outlots A and B, Chestnut Creek, Washington County, Minnesota

Abstract Property

**Office of Engineering**

1408 Lake Street South

Forest Lake, MN 55025

www.ci.forest-lake.mn.us

October 13, 2025

Honorable Mayor and City Council

1408 Lake Street South

Forest Lake, MN 55025

RE: MnDNR Bonding Grant Agreement Approval Recommendation
JD4 Stormwater Management Planning

Dear Mayor and Council:

Background:

The City of Forest Lake continues to grow, especially in its southwest corner. Transportation and land use planning, as well as development proposals and construction, are active in this area to ensure the growth is strategic and beneficial for the community. New development will inevitably require regulatory compliance for stormwater management, wetland protection, floodplain mitigation, and erosion and sediment control through the City's own Municipal Separate Storm Sewer System (MS4) Permit, the Minnesota Pollution Control Agency's (MPCA) Construction Stormwater Permit, and Rice Creek Watershed District's (RCWD) Regulatory Program. Furthermore, Judicial Ditch 4 (JD4) and its branch network serves agricultural lands and systematic transference of segments is required under State Statue 103E as development occurs.

In 2020 and 2021, Forest Lake and RCWD began collaborating on goals surrounding the JD4 public drainage system and the joint responsibility for mitigating excessive stormwater flows and pollution loading that may result from development. The downstream Rice Creek Chain of Lakes has experienced flooding, which is then perpetuated through flood control systems downstream. The JD4 drain tile system consists of smaller diameter pipe (8" to 18") and open ditch sections, and as they are replaced with newly constructed impervious area and stormwater ponds, mitigation of stormwater impacts will be required. Historically, as residential development phases or commercial developments are built, one or more stormwater ponds are constructed site to site, which increases the demand for long term maintenance.

Forest Lake has embarked on a new approach to regional stormwater management planning and establishing space needs for ponding, flood control, wetland management, and integrated recreation in the JD4 area. The City of Forest Lake requested bonding dollars to support the acquisition of land and preliminary design of regional stormwater management facilities in 2021 and 2023. The Minnesota Department of Natural Resources (MnDNR) awarded the city with \$5,700,000 in 2023 and has presented a grant agreement for the city council's approval. Preliminary scoping includes \$5,500,000 for property acquisition and \$200,000 for design.

Priority Stormwater Management Areas:

In the initial JD4 Stormwater Management Study area, three priority development areas were developed based on their drainage area connection to JD4 and development potential. High, Medium,

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

and Low Priority areas were identified from north to south (refer to Figure 8 in the JD4 Stormwater Planning Study, 2021). These areas were presented to the MnDNR in the original bonding application, but development and priority has since evolved.

High Priority Area: This area is connected to the Headwaters Development area along the Main Branch and Branch 2 of JD4. Hidden Creek is actively developing in this area, including proposals for and construction of site-specific stormwater management areas. Therefore, it was decided that development is likely too far along to implement a regional stormwater approach along the Main Branch tile line.

Medium Priority Area: Given planning efforts for the extension of Headwaters Parkway to the south, the original Medium Priority Area has been identified as the target area for property acquisition and design efforts. This includes Branch 3 of JD4. The change in focus has been communicated to the MnDNR.

Low Priority Area: The original Low Priority Area encompasses Branch 4 of JD4. While development is anticipated to be on a longer timeline than areas to the north, it does not exclude it from becoming a priority should development proposals occur. Therefore, it has been expressed to the MnDNR that if remaining funding is available after higher priority property acquisition has occurred, or design efficiencies result in available funds, that preliminary design could be shifted to this area.

The focused approach on the Medium Priority Area has been presented to and approved by the MnDNR.

Project Timeline:

The following describes the anticipated project timeline.

- October 2025 - Upon date of final signature of the grant agreement, Forest Lake will have 5 years to spend the full grant amount. While the timeline is 5 full years, preliminary design can occur on a faster schedule. Property acquisition may require additional time, but will be complete prior to the 5-year deadline.
- October 2025 to December 2026 - Work towards preliminary construction documents ahead of development proposals such that plans could be finalized for construction.
- October 2025 to December 2027 - Upon notice to proceed, begin conversations with property owners and establish property acquisition limits. Assist with land valuation assessments. Secure property.
- Around Development Proposals - Work with RCWD to approve an approach that expedites future stormwater permitting. This will include pre-approval of stormwater ponding sizes and rate control under a set of development scenarios.
- Ahead of Construction - Execute 103E Partial Transfer as development occurs.

Request for Council Approval:

The MnDNR has presented a draft grant agreement for city approval. The agreement defines the intended use of \$5,700,000 for the acquisition of properties and easements, and design of capital improvements. The draft agreement is attached.

Bolton & Menk prepared a scope of work for the design tasks including communication, assistance with property owner discussions, wetland delineation, survey, stormwater modeling, design development, reporting and cost estimates, and geotechnical investigation. This scope of work was presented to the MnDNR grant coordinator to ensure it aligns with the grant agreement. The scope of work is attached.

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

It is requested that the grant agreement and scope of services be approved and authorize notice to proceed.

If you have any questions about the JD4 Stormwater Management Planning project, please feel free to contact me before the council meeting at 651-724-0404.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy J. Olson".

Timothy J. Olson, P.E.
Water Resources Engineer
(651) 724-0404

Enclosure: 10/13/2025 City Council Presentation
JD4 Regional Stormwater Management Planning Report
Resolution for State Appropriations for Forest Lake No. 09-09-24-01
MnDNR Draft Grant Agreement
Exhibits of Potential Project Extents
Scope of Work for Capital Improvement Design
Preliminary Planning Level Perspective Graphics

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

RESOLUTION NO. 09-09-24-01

RESOLUTION FOR STATE APPROPRIATIONS FOR FOREST LAKE

**RESOLUTION FOR STATE APPROPRIATIONS FOR CITY OF FOREST LAKE NEXT GEN
HEADWATERS STORMWATER, FLOOD CONTROL AND PARK PLANNING**

BE IT RESOLVED that the State of Minnesota appropriated \$5,700,00.00 to the Department of Natural Resources for a pass-through grant to the City of Forest Lake for the Next Gen Headwaters Stormwater, Flood Control and Park Planning Project to acquire property along Judicial Ditch 4 and design capital improvements for stormwater management, flood control, climate preparedness, and parks to achieve flood management and water quality goals and protect surrounding and downstream communities.

BE IT FURTHER RESOLVED that the State of Minnesota requires that the City of Forest Lake provide an official request for appropriations, and that the City of Forest Lake will act as the lead agency for the City of Forest Lake Next Gen Headwaters Stormwater, Flood Control, and Park Planning Project.

BE IT FURTHER RESOLVED that the Requestor has the legal authority to apply for financial assistance, and the institutional, administrative, and managerial capability to ensure adequate acquisition, maintenance and protection of the proposed project.

BE IT FURTHER RESOLVED that the Requestor hereby pledges to complete the project or phase if it exceeds the total funding provided by the Department of Natural Resources.

BE IT FURTHER RESOLVED that the Requestor has not incurred any reimbursable expenses prior to the effective date of the appropriation.

BE IT FURTHER RESOLVED that the Requestor has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its request by the state, the Requestor may enter into an agreement with the State of Minnesota for the above-referenced project, and the Requestor certifies that it will comply with all applicable laws and regulations as stated in the contract agreement.

NOW THEREFORE BE IT RESOLVED that City Administrator is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the Requestor.

I CERTIFY THAT the above resolution was adopted by the City Council of Forest Lake on September 9, 2024.

SIGNED: _____

[Mara Bain, Mayor]

DATE: _____

9/9/2024

ATTEST: _____

[Jolleen Chaika, City Clerk]

DATE: _____

9/9/2024

Next Gen Headwaters Stormwater | Flood Control | Park Planning

Project Summary:

The City of Forest Lake was awarded a grant for \$5.7 million to acquire property in a rapidly developing area in the southwest section of the city and design capital improvements for stormwater management, flood control, climate preparedness, and parks to achieve flood management and water quality goals and protect surrounding and downstream communities. The purchased land is also planned to be improved with public recreational facilities that will help spur economic development and promote community health and well being.

Project Description:

In February 2021 the City of Forest Lake and Rice Creek Watershed District completed and adopted a study of the Rice Creek headwaters watershed area in preparation for regional stormwater management planning and land dedication in advance of development proposals. This included identifying 168 acres of land surrounding the current public drainage system and along historic drainage paths for regional flood control basins, greenway corridors, and wetland restoration. The project includes the following:

- Coordinate final regional concepts with project partners including Rice Creek Watershed District, Washington Conservation District, Anoka Conservation District, and the Board of Water and Soil Resources.
- Finalize regional stormwater best management practices and flood control structures to accommodate anticipated development plans.
- Update hydraulic modeling to reflect final design.
- Develop preliminary construction plans and project specifications in preparation for future construction.
- Purchase land, currently undeveloped or in agricultural use, within the project area.
- Fund low-range planning and infrastructure improvements to protect natural resources, promote recreational opportunities, mitigate flooding, and reduce costs for storm sewer improvements in downstream communities.

Project Timeline:

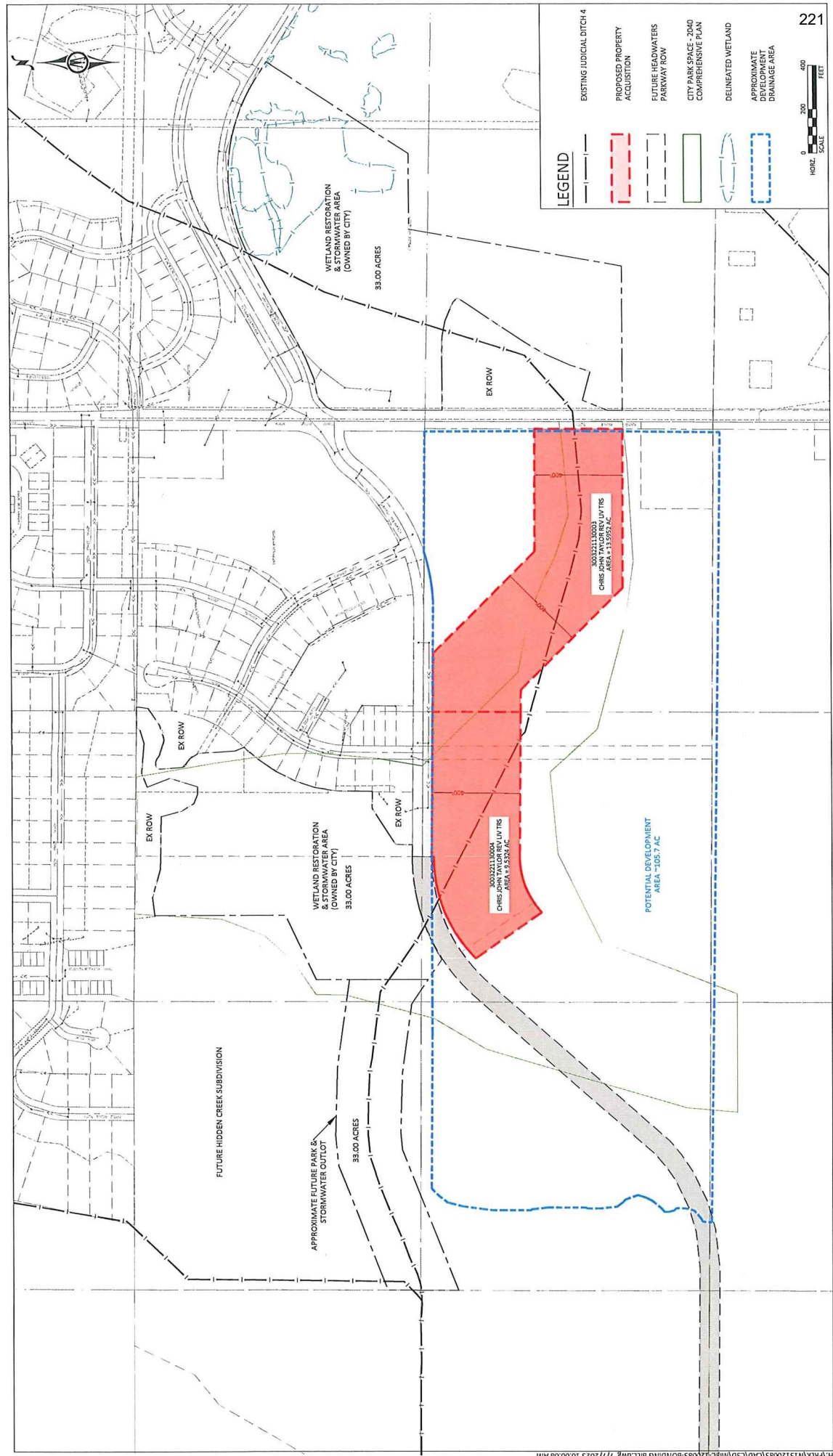
Forest Lake has begun planning for single-family and mixed-use developments in the area. Therefore, dedication of this land for stormwater management is a high priority. It is likely that design and construction could be phased based on the location of development activities, but

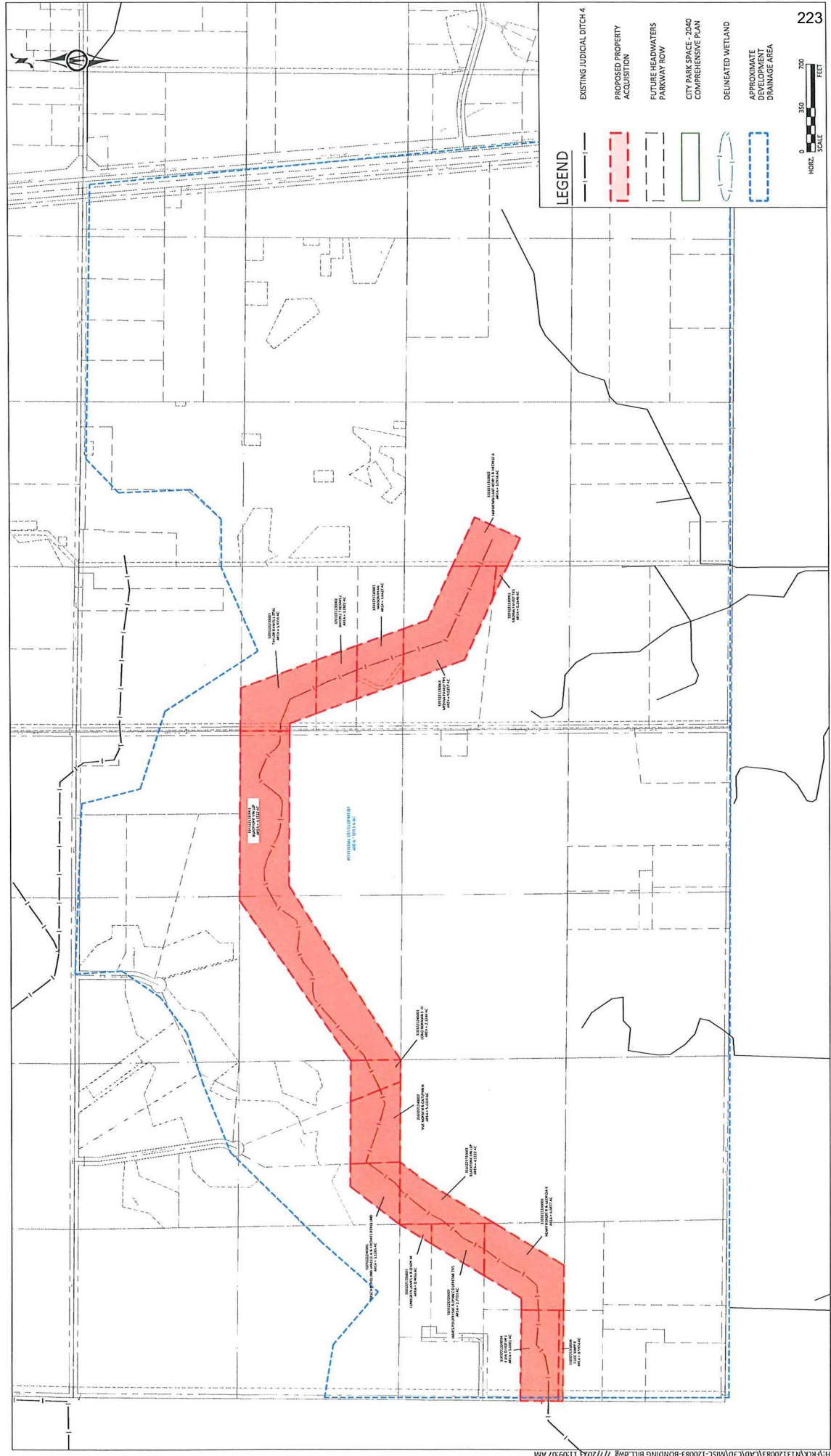
the City is interested in securing land as soon as possible to ensure that development plans presented fit within the framework of the JD4 Stormwater Planning Study. Land could be leased back to farmers while development plans are proposed. The anticipated project timeline is:

- Finalize Grant Agreement and Kickoff Project – 12/2024
- Land Acquisition – 12/2025
- Final planning – 6/2026
- Final design – 12/2026
- Project closeout -12/2027

Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

Real property proposed to be improved are shown on the map attached. Legal descriptions will be provided as the project advances prior to final payment.





Attachment III - SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds

Use of Funds

| Identify Source of Funds | Amount |
|------------------------------------|-------------|
| State Funds | |
| GF Grant | \$5,700,000 |
| | |
| Other State Funds | |
| | \$ |
| | \$ |
| | \$ |
| Subtotal | \$ |
| | |
| Matching Funds | |
| | \$0 |
| | \$ |
| Subtotal | \$ |
| | |
| Other Grant Recipient Funds | |
| | \$ |
| | \$ |
| Subtotal | |
| | |
| Loans | |
| | \$ |
| | \$ |
| Subtotal | \$ |
| | |
| Other Funds | |
| | \$ |
| | \$ |
| Subtotal | \$ |
| | |
| Prepaid Project Expenses | |
| | \$ |
| | \$ |
| Subtotal | \$ |
| | |
| TOTAL FUNDS | \$5,700,000 |

| <u>Identify Items</u> | <u>Amount</u> |
|--|---------------|
| Ownership Acquisition and Other Items Paid for with Grant Funds | |
| Purchase of Ownership Interest | \$5,500,000 |
| Other Items of a Capital Nature: | |
| Engineering/Design Construction | \$200,000 |
| | \$ |
| | \$ |
| Subtotal | \$5,700,000 |
| Items Paid for with Non-Grant Funds | |
| _____ | \$ _____ |
| | \$ |
| | \$ |
| Subtotal | \$ |
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| TOTAL PROJECT COSTS | \$5,700,000 |

Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE

- Finalize Grant Agreement and Kickoff Project – 12/2024
- Land Acquisition – 12/2025
- Final planning – 6/2026
- Final design – 12/2026
- Project closeout -12/2027

General Fund

Grant Agreement – Construction Grant

for the

**FOREST LAKE STORMWATER &
FLOOD MITIGATION PROJECT**

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General Fund

Grant Agreement - Construction Grant

for the

Forest Lake Stormwater & Flood Mitigation

Project

THIS AGREEMENT shall be effective as of October 15, 2024, or the date of final signature, whichever is later, and is between the City of Forest Lake, a “Statutory City” (the “Grant Recipient”), and the Minnesota Department of Natural Resources (the “State Entity”).

RECITALS

A. Under the provisions contained in Minnesota Session Laws 2023, Chapter 72, Article 2, Sec. 3, Subd. 5, the State of Minnesota has allocated \$5,700,000, which is to be given to the Grant Recipient as a grant to assist it in the acquisition of property and design of capital improvements for stormwater management, flood control, climate preparedness, and parks to achieve flood management and water quality goals and protect surrounding and downstream communities; and

B. The monies allocated to fund the grant to the Grant Recipient are appropriated money from the State of Minnesota’s general fund; and

C. The Grant Recipient and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Grant Recipient.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I - Definitions

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Grant Recipient and disbursed in accordance with the provisions contained in Article IV hereof.

“Agreement” - means this General Funds Grant Agreement Construction Grant for the Forest Lake Stormwater & Flood Mitigation Project.

“Architect”, if any – means NOT APPLICABLE, which will administer the Construction Contract Documents on behalf of the Grant Recipient.

“Commissioner of Management and Budget” - means the State of Minnesota acting through its Commissioner of Management and Budget, and any designated representatives thereof.

“Completion Date” – means June 30, 2028, the date of projected completion of the Project as specified in the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Project including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders or supplements thereto, which collectively form the contract between the Grant Recipient and the Contractor or Contractors concerning the Project and which provide for the completion of the Project on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Declaration” - means a declaration, or declarations, in the form as **Attachment I** and all amendments thereto, indicating that the Grant Recipient’s interest in the Real Property and, if applicable, the Facility is subject to the provisions of this Agreement.

“Draw Requisition” - means a draw requisition that the Grant Recipient, or its designee, will submit to the State Entity when an Advance is requested, and which is referred to in Section 4.02.

“Event of Default” - means those events delineated in Section 2.05.

“Facility”, if applicable, - means NOT APPLICABLE, which is located, or will be constructed and located, on the Real Property.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal which assumes that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all mortgage liens or encumbrances on the property being sold, which negatively affect the value of such property, will be released at the time of acquisition by the purchaser.

“Grant” - means a grant of monies from the State Entity to the Grant Recipient in an amount of \$5,700,000.

“Grant Recipient” - means City of Forest Lake, a Statutory City.

“Inspecting Engineer”, if any - means the State Entity’s construction inspector, or its designated consulting engineer.

“Project” - means the acquisition of an interest in the Real Property and, if applicable, the Facility, along with the performance of those activities indicated in Section 2.03.

“Real Property” - means the real property located in the County of Washington, State of Minnesota, legally described in **Attachment II**.

“State Entity” - means the Minnesota Department of Natural Resources

“Use Contract” - means a lease, management contract or other similar contract between Grant Recipient and any other entity, and which involves or relates to the Real Property and, if applicable, the Facility.

“Usee” - means any entity with which the Grant Recipient contracts under a Use Contract.

“Useful Life of the Real Property and, if applicable, the Facility” – means the term set forth in Section 2.04.T. of this Agreement.

Article II - GRANT

Section 2.01 Grant of Monies. The State Entity shall issue the Grant to the Grant Recipient and disburse the proceeds in accordance with the provisions of this Agreement. The Grant is not intended to be a loan.

Section 2.02 Use of Grant Proceeds. The Grant Recipient shall use the Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities:

(Check all appropriate boxes.)

- ☒ Acquisition of fee simple title to the Real Property;
- ☐ Acquisition of a leasehold interest in the Real Property;
- ☒ Acquisition of an easement on the Real Property;
- ☐ Improvement of the Real Property;
- ☐ Acquisition of the Facility;
- ☐ Improvement of the Facility;
- ☐ Renovation or rehabilitation of the Facility;
- ☐ Construction of the Facility; or
- ☒ Design of capital improvements.

Section 2.03 Operation of the Real Property and Facility. The Grant Recipient shall operate the Real Property and, if applicable, the Facility, or cause it to be operated, for stormwater management, flood control, climate preparedness, and parks, or for such other use as the Minnesota legislature may from time to time designate, and may enter into Use Contracts with Usees to so operate the Real Property and, if applicable, the Facility; provided that such Use Contracts must fully comply with all of the provisions contained in Section 3.01. The Grant Recipient shall also annually determine that the Real Property and, if applicable, the Facility are being so used, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity.

Section 2.04 Grant Recipient Representations and Warranties. The Grant Recipient further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Grant Recipient enforceable against the Grant Recipient in accordance with their respective terms.

C. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

D. It has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it previously submitted to the State Entity or which it will submit to the State Entity in the future relating to the Grant or the disbursement of any of the Grant is and will be true and correct.

E. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, the Facility, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

F. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

G. The contemplated use of the Real Property and, if applicable, the Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

H. The Project was, or will be, completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

I. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

J. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been, or will be, obtained.

K. It will operate, maintain, and manage the Real Property and, if applicable, the Facility in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, the Facility.

L. It has, or will acquire, the following interest in the Real Property and, if applicable, the Facility, and, in addition, will possess all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property:

☒ Fee simple ownership of the Real Property.

☐ A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

☒ An easement for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility:

☐ Fee simple ownership of the Real Property.

☐ A Real Property/Facility Lease for the Real Property, in form and substance acceptable to the State Entity, for a term of at least 125% of the Useful Life of the Real Property and, if applicable, Facility, which cannot be prematurely cancelled or terminated without the prior written consent of the State Entity.

(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

☒ Not applicable because there is no Facility.

and such interests are or will be subject only to those easements, covenants, conditions and restrictions that will not materially interfere with the completion of the Project and the intended operation and use of the Real Property and, if applicable, the Facility, or those easements, covenants, conditions and restrictions which are specifically consented to, in writing, by the State Entity.

M. It will fully enforce the terms and conditions contained in any Use Contract.

N. It has complied with the matching funds requirement, if any, contained in Section 5.23.

O. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Grant to complete and fully pay for the Project.

P. The Project will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and will be situated entirely on the Real Property.

Q. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its conduct of work on the Project.

R. It will not allow any lien or encumbrance that is prior and superior to the Declaration to be created on or imposed upon the Real Property, whether such lien or encumbrance is voluntary or involuntary and including but not limited to a mechanic's lien or a mortgage lien, without the prior written consent of the State Entity.

S. It will furnish to the State Entity as soon as possible and in any event within 7 calendar days after the Grant Recipient has obtained knowledge of the occurrence of each Event of Default, or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default, or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default, and the action which the Grant Recipient proposes to take with respect thereto.

T. The Useful Life of the Real Property and, if applicable, Facility is 30 years.

U. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested in writing by either the State Entity or the Commissioner of Management and Budget.

Section 2.05 Event(s) of Default. The following events shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement upon the State Entity giving the Grant Recipient 30 days written notice of such event, and the Grant Recipient's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Grant Recipient is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months. Notwithstanding the foregoing, any of the following events that cannot be cured shall, unless waived in writing by the State Entity, constitute an Event of Default under this Agreement immediately upon the State Entity giving the Grant Recipient written notice of such event.

A. If any representation, covenant, or warranty made by the Grant Recipient herein, in any Draw Requisition, or in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to make any Advance, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Grant Recipient fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

Section 2.06 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of Management and Budget may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Grant; provided, however, the State Entity may make Advances after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. The Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may demand that the portion of the Grant already disbursed to the Grant Recipient be returned to it, and upon such demand the Grant Recipient shall return such portion to the Commissioner of Management and Budget.

C. Either the State Entity or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of Management and Budget would otherwise possess.

If the Grant Recipient does not repay any portion of the amount specified in Section 2.06.B within 30 days of demand by either the State Entity or the Commissioner of Management and Budget, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Grant Recipient is entitled to receive from the State of Minnesota.

Section 2.07 Notification of Event of Default. The Grant Recipient shall furnish to both the State Entity and the Commissioner of Management and Budget, as soon as possible and in any event within 7 calendar days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Grant Recipient proposes to take with respect thereto.

Section 2.08 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the purpose set forth in Section 2.03 after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the State Entity shall execute whatever

documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.09 Modification and/or Early Termination of Grant. If the Project is not started on or before the date that is five years from the effective date of this agreement, or such later date to which the Grant Recipient and the State Entity may agree in writing, then, the State Entity's obligation to fund the Grant shall terminate, and, in such event, (i) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such date then the State shall have no further obligation to provide any additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

In addition, if all of the Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, then the State Entity's obligation to continue to fund the Grant shall terminate, and, in such event, (y) if none of the Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Grant shall terminate and this Agreement shall also terminate and no longer be of any force or effect, and (z) if some but not all of the Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding under the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon (a) the termination of the Grant Recipient's leasehold or easement interest in the Real Property in accordance with the terms of such lease or easement, or (b) the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of Management and Budget in compliance with the provisions contained in Section 3.03. Upon such termination the State Entity shall execute and deliver to the Grant Recipient such documents as are required to release the Real Property and, if applicable, the Facility, from the effect of the Declaration.

In the event that the legislation that authorized the Grant is amended to increase or reduce the amount of the Grant or in any other way, then this Agreement shall be deemed to have been automatically modified in accordance with such amendment and the amount of the Grant shall also be automatically modified in accordance with such amendment.

Section 2.10 Effect of Event of Default. If an Event of Default occurs and the Grant Recipient is required to and does return the amount specified in Section 2.06.B to the Commissioner of Management and Budget, then the following shall occur.

A. This Agreement shall survive and remain in full force and effect.

B. The amount returned by the Grant Recipient shall be credited against any amount that shall be due to the Commissioner of Management and Budget under Section 3.03 and against any amount that becomes due and payable because of any other Event of Default.

Section 2.11 Excess Funds. If the full amount of the Grant and any matching funds referred to in Section 5.23 are not needed to complete the Project, then, unless language in the legislation that authorized the Grant indicates otherwise, the Grant shall be reduced by the amount not needed.

Article III - USE AND SALE

Section 3.01 Use Contracts. Each and every Use Contract that the Grant Recipient enters into must comply with the following requirements:

A. The purpose for which the Use Contract was entered into must be a governmental purpose.

B. It must contain a provision setting forth the statutory authority under which the Grant Recipient is entering into the Use Contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that the Use Contract is being entered into in order to carry out the purpose for which the Grant was allocated, and must recite the purpose.

D. It must be for a term, including any renewals that are solely at the option of the Grant Recipient, that is, if applicable, substantially less than the useful life of the structures and improvements that make up the Facility, but may allow for renewals beyond the original term upon a determination by the Grant Recipient that the use continues to carry out the specific purpose for which the Grant was allocated. A term that is equal to or shorter than 50% of the useful life of the structures and improvements that make up the Facility will meet the requirement that it be for a time period that is substantially shorter than the useful life of such structures and improvements.

E. It must allow for termination by the Grant Recipient in the event of a default thereunder by the Usee, or in the event that the specific purpose for which the Grant was allocated is terminated or changed.

F. It must require the Usee to pay all costs of operation and maintenance of the Real Property and, if applicable, the Facility, unless the Grant Recipient is authorized by law to pay such costs and agrees to pay such costs.

G. If the amount of the Grant exceeds \$200,000.00, then it must contain a provision requiring the Usee to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, Subd. 1, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

Section 3.02 Sale. The Grant Recipient shall not sell any part of its ownership interest in the Real Property or, if applicable, the Facility unless all of the following provisions have been complied with fully.

A. The Grant Recipient determines, by official action, that it is no longer usable or needed for stormwater management, flood control, climate preparedness, and parks.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. Written notice of such proposed sale has been supplied to both the State Entity and the Commissioner of Management and Budget at least 30 days prior thereto.

The acquisition of the Grant Recipient's interest in the Real Property and, if applicable, the Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation of thereof, by a lender that has provided monies for the acquisition of the Grant Recipient's interest in or betterment of the Real Property and, if applicable, the Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, the Facility in a manner which is not inconsistent with the program specified in Section 2.03 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, the Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 3.03.

Section 3.03 Proceeds of a Sale. Upon the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility the net proceeds thereof shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of Management and Budget in an amount equal to the amount of the Grant actually disbursed, and if the amount of such net proceeds shall be less than the amount of the Grant actually disbursed then all of such net proceeds shall be distributed to the Commissioner of Management and Budget.

B. The remaining portion, after the distribution specified in Section 3.03.A, shall be distributed to pay in full any outstanding public or private debt incurred to acquire the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facility in the order of priority of such debt.

C. Any remaining portion, after the distributions specified in Sections 3.03A and B, shall be divided and distributed in proportion to the shares contributed to the acquisition of the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facilities by public and private entities, including the State Entity but not including any private entity that has been paid in full, that supplied funds in either real monies or like-kind contributions for such acquisition and betterment, and the State Entity's distribution shall be made to the Commissioner of Management and Budget. Such public and private entities may agree amongst themselves as to any redistribution of such distributed funds.

The Grant Recipient shall not be required to pay or reimburse the State Entity for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Grant actually disbursed.

Article IV - DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Grant to the Grant Recipient from time to time in an aggregate total amount equal to the amount of the Grant. Provided, however, in accordance with the provisions contained in Section 2.08, the State Entity's obligation to make Advances shall terminate as of the date which occurs 5 years from the effective date of this Agreement even if all of the Grant has not been disbursed by such date.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Advances \leq (Program Grant) \times (percentage of matching funds, if any, required under Section 5.23 that have been disbursed)

Formula #2

Cumulative Advances \leq (Program Grant) \times (percentage of Project completed)

Section 4.02 Draw Requisitions. Whenever the Grant Recipient desires a disbursement of a portion of the Grant, which shall be no more often than once each calendar month, the Grant Recipient shall submit to the State Entity a Draw Requisition duly executed on behalf of the Grant Recipient or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Grant Recipient and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Project site in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Project site will be made by the State Entity unless the Grant Recipient shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Grant Recipient shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before substantial completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Project and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Grant

Recipient shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Grant Recipient has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Grant Recipient.

Section 4.03 Additional Funds from Grant Recipient. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Grant plus the amount of all other funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, then the State Entity may send written notice thereof to the Grant Recipient specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Grant Recipient agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 4.04 Conditions Precedent to Any Advance. The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the maximum amount of the Grant set forth in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Grant Recipient has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Grant Recipient.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has sufficient funds to fully and completely pay for the entire Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Grant Recipient is in compliance with the matching funds requirements, if any, contained in Section 5.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Grant Recipient currently possesses or will use the Grant to acquire the ownership interest delineated in Section 2.04.L.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, the Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and have been duly approved by the applicable municipal or governmental authorities having jurisdiction.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the completion of the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, the Facility in the manner specified in Section 2.03 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, the Facility to be operated in the manner specified in Section 2.03.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that the Grant Recipient has the ability and a plan to fund the program which will be operated on the Real Property and, if applicable, in the Facility.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Construction Contract Documents are in place and are fully and completely enforceable.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Project substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Project or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents which name the State Entity and the Grant Recipient dual obligees thereunder, or such other evidence as may be acceptable to the Grant Recipient and the State Entity.

N. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the policies of insurance required under Section 5.01 are in full force and effect.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 5.10 and all additional applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 5.10.B has been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 5.10.C have received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have been notified pursuant to Section 5.10.G.

P. No determination shall have been made by the State Entity that the amount of funds committed to the completion of the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the completion of the Project, or if such a determination has been made and notice thereof sent to the Grant Recipient then the Grant Recipient has supplied or has caused some other entity to supply the necessary funds in accordance with Section 4.03, or to provide evidence acceptable to the State Entity that sufficient funds are available.

Q. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

R. The Grant Recipient has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 4.05 Construction Inspections. The Grant Recipient and the Architect, if any, shall be responsible for making their own inspections and observations of the Project, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the applicable contracts with such Contractors. If any work done or materials supplied by a Contractor are not satisfactory to the Grant Recipient and the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Grant Recipient shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer may conduct such inspections of the Project as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer are made and all certificates issued by the Inspecting Engineer will be issued solely for the benefit and protection of the State Entity, and the Grant Recipient will not rely thereon.

Article V - MISCELLANEOUS

Section 5.01 Insurance. The Grant Recipient shall maintain or cause to be maintained builders risk insurance and fire and extended coverage insurance on the Facility, if such exists, in an amount equal to the full insurable value thereof, and shall name the State Entity as loss payee thereunder. If damages which are covered by such required insurance occurs to the Facility, if such exists, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (ii) sell its interest in the Real Property and the damaged Facility, if such exists, in accordance with the provisions contained in Section 3.02. If the Grant Recipient elects to only partially repair such damage, then the portion of the insurance proceeds which are not used for such repair shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and Facility, if such exists, had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the ultimate sale of the Grant Recipient's interest in the Real Property and Facility, if such exists. If the Grant Recipient elects to sell its interest in the Real Property and the damaged Facility, if such exists, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As loss payee under the insurance required herein the State Entity agrees to and will assign or pay over to the Grant Recipient all insurance proceeds it receives so that the Grant Recipient can comply with the requirements that this Section 5.01 imposes upon the Grant Recipient as to the use of such insurance proceeds.

If the Grant Recipient elects to maintain general comprehensive liability insurance regarding the Real Property and Facility, if such exists, then the Grant Recipient shall have the State Entity named as an additional named insured therein.

At the written request of either the State Entity or the Commissioner of Management and Budget, the Grant Recipient shall promptly furnish thereto all written notices and all paid premium receipts received by the Grant Recipient regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

Section 5.02 Condemnation. If all or any portion of the Real Property and, if applicable, the Facility is condemned to an extent that the Grant Recipient can no longer comply with the provisions contained in Section 2.03, then the Grant Recipient shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Grant Recipient to continue to comply with the provisions contained in Section 2.03 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its interest in the Real Property and, if applicable, the Facility in accordance with the provisions contained in Section 3.02. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 3.03 as if the Grant Recipient's interest in the Real Property and, if applicable, the Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 3.03 upon the

ultimate sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility. If the Grant Recipient elects to sell its interest in the portion of the Real Property and, if applicable, the Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 3.03, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Grant Recipient.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Grant Recipient all of such condemnation awards or proceeds it receives so that the Grant Recipient can comply with the requirements which this Section 5.02 imposes upon the Grant Recipient as to the use of such condemnation awards or proceeds.

Section 5.03. Use, Maintenance, Repair and Alterations. The Grant Recipient shall not, without the written consent of the State Entity, permit or suffer the use of any of the Real Property and, if applicable, the Facility, for any purpose other than the use for which the same is intended as of the effective date of this Agreement. In addition, the Grant Recipient: (i) shall keep the Real Property and, if applicable, the Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) shall not, without the written consent of the State Entity, remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Facility, if applicable, (iii) shall not do any act or thing which would unduly impair or depreciate the value of the Real Property and, if applicable, the Facility, (iv) shall not abandon the Real Property and, if applicable, the Facility, (v) shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (vi) shall comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property and, if applicable, the Facility, or any part thereof, or requiring any alterations or improvements thereto, (vii) shall not commit or permit any waste or deterioration of the Real Property and, if applicable, the Facility, (viii) shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (ix) shall comply with the provisions of any lease if the Grant Recipient's interest in the Real Property and, if applicable, the Facility, is a leasehold interest, (x) shall comply with the provisions of any condominium documents if the Real Property and, if applicable, the Facility, is part of a condominium regime, (xi) shall not remove any fixtures or personal property from the Real Property and, if applicable, the Facility, that was paid for with the proceeds of the Grant unless the same are immediately replaced with like property of at least equal value and utility, and (xii) shall not commit, suffer or permit any act to be done in or upon the Real Property and, if applicable, the Facility, in violation of any law, ordinance or regulation.

Section 5.04 Records Keeping and Reporting. The Grant Recipient shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the completion of the Project and operation of the Real Property and, if applicable, the Facility, and compliance with the requirements contained in this Agreement, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of its books, records, papers, or other documents relevant to the Grant. The Grant Recipient shall use or cause the entity which is maintaining such books and records to use generally

accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents and other evidence for a period of 6 years from the date that the Project is fully completed and placed into operation.

Section 5.05 Inspection of Facility After Completion. Upon reasonable request by the State Entity the Grant Recipient shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, the Facility to allow, the State Entity to inspect the Real Property and, if applicable, the Facility.

Section 5.06 Data Practices. The Grant Recipient agrees with respect to any data that it possesses regarding the Grant, the Project, or the Real Property and, if applicable, the Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.07 Non-Discrimination. The Grant Recipient agrees to not engage in discriminatory employment practices in the completion of the Project, or operation or management of the Real Property and, if applicable, the Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Minn. Stat. Chapters 363A and 181 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 5.08 Worker's Compensation. The Grant Recipient agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, Subd. 2 and 176.182 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the completion of the Project, and the operation or management of the Real Property and, if applicable, the Facility.

Section 5.09 Antitrust Claims. The Grant Recipient hereby assigns to the State Entity and the Commissioner of Management and Budget all claims it may have for over charges as to goods or services provided in its completion of the Project, and operation or management of the Real Property and, if applicable, the Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.10 Review of Plans and Cost Estimates. The Grant Recipient agrees to comply with all applicable provisions and requirements contained in Minn. Stat. § 16B.335 that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Grant Recipient and the State Entity agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Grant Recipient shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Grant Recipient shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been

analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Grant Recipient shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Grant Recipient must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 5.10.C.

E. The program plan and cost estimates referred to in Section 5.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 5.10.B and the program plan and cost estimates referred to in Section 5.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Grant Recipient shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) completed in accordance with the program plan and cost estimates referred to in Section 5.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 5.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 5.10.C.

Provided, however, the provisions and requirements contained in this Section 5.10 only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the

demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 5.11 Prevailing Wages. The Grant Recipient agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the Real Property and, if applicable, Facility as intended by the Minnesota Legislature. By agreeing to this provision, the Grant Recipient is not acknowledging or agreeing that the cited provisions apply to the Project or to the operation of the Real Property and, if applicable, Facility.

Section 5.12 Liability. The Grant Recipient and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of both the State Entity and the Commissioner of Management and Budget is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Grant Recipient is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Grant Recipient, including but not limited to the indemnification provided under Section 5.13, is governed by the provisions contained in such Chapter 466.

Section 5.13 Indemnification by the Grant Recipient. The Grant Recipient shall bear all loss, expense (including attorneys’ fees), and damage in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the completion of the Project or operation of the Real Property and, if applicable, the Facility, whether or not due to any act of omission or commission, including negligence of the Grant Recipient or any Contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their employees, servants or agents.

The Grant Recipient further agrees to indemnify, save, and hold the State Entity, the Commissioner of Management and Budget, and the State of Minnesota, their agents and employees, harmless from all

claims arising out of, resulting from, or in any manner attributable to any violation by the Grant Recipient, its officers, employees, or agents, or by any User, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 5.06.

The Grant Recipient's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grant Recipient, or subject to any exclusions from coverage in any insurance policy.

Section 5.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, nor shall the Grant Recipient be considered or deemed to be an agent, representative, or employee of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota in the performance of this Agreement, the completion of the Project, or operation of the Real Property and, if applicable, the Facility.

The Grant Recipient represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the completion of the Project and the operation and maintenance of the Real Property and, if applicable, the Facility. All personnel of the Grant Recipient or other persons while engaging in the performance of this Agreement, the completion of the Project, or the operation and maintenance of the Real Property and, if applicable, the Facility shall not have any contractual relationship with either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grant Recipient, its officers, agents, contractors, or employees shall in no way be the responsibility of either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from either the State Entity, the Commissioner of Management and Budget, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grant Recipient at:
 City of Forest Lake
 1408 Lake Street South
 Forest Lake, MN 55025
 Attention: Jolleen Chaika, City Clerk

To the State Entity at:
 Minnesota Department of Natural Resources
 500 Lafayette Road

Saint Paul, MN 55155
Attn: Matt Bauman

To the Commissioner of Management and Budget at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner of Management and Budget

Section 5.16 Binding Effect and Assignment or Modification. This Agreement and the Declaration shall be binding upon and inure to the benefit of the Grant Recipient and the State Entity, and their respective successors and assigns. Provided, however, that neither the Grant Recipient nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Grant Recipient or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 5.17 Waiver. Neither the failure by the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in any one or more instances, to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Grant Recipient, the State Entity, or the Commissioner of Management and Budget, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.18 Entire Agreement. This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Grant Recipient and the State Entity, and there are no other agreements, either oral or written, between the Grant Recipient and the State Entity on the subject matter hereof.

Section 5.19 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 5.20 Severability. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.21 Time of Essence. Time is of the essence with respect to all of the matters contained in this Agreement.

Section 5.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 5.23 Matching Funds. The Grant Recipient must obtain and supply the following matching funds, if any, for the completion of the Project: NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to complete or pay for the Project. The Grant Recipient shall supply to the Commissioner of Management and Budget whatever documentation the Commissioner of Management and Budget may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of Management and Budget.

Section 5.24 Source and Use of Funds. The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Grant Recipient, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Grant Recipient must provide to the State Entity and the Commissioner of Management and Budget a detailed description of such conditions and what is being done to satisfy such conditions.

The Grant Recipient shall also supply whatever other information and documentation that the State Entity or the Commissioner of Management and Budget may request to support or explain any of the information contained in **Attachment III**.

The value of the Grant Recipient's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the legislation that authorized the Grant, be provided by either the Grant Recipient or a User under a Use Contract.

Section 5.25 Project Completion Schedule. The Grant Recipient represents to the State Entity and the Commissioner of Management and Budget that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 5.26 Third-Party Beneficiary. The public program to be operated in conjunction with the Real Property and, if applicable, the Facility will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of Management and Budget, is and shall be a third-party beneficiary of this Agreement.

Section 5.27 Applicability to Real Property and Facility. This Agreement applies to the Grant Recipient's interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing before the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Grant Recipient's interest in the Real Property.

Section 5.28 E-Verification. The Grant Recipient agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 5.29 Additional Requirements. The Grant Recipient and the State Entity agree to comply with the following additional requirements.

Invasive Species. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site. If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a suitable location. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

Permits, Approvals and Environmental Review. This Agreement does not constitute State Entity approval of the project or phase funded under this Agreement, and neither negates nor precludes any mandatory environmental review or permitting requirements that may apply to the project. Public Entity may not commence construction until all permits and approvals have been obtained and the requirements of Minnesota Rules, Chapter 4410 have been satisfied.

Project Documentation. Grantee shall provide pre- and post-construction photographs and as-builts, if requested to the State prior to final payment. Grantee consents to the State, with proper acknowledgement, the use of submitted photos or other images for any lawful purpose, including publications, web content and educational materials.

Annual Reimbursement Required. It is required that invoices be submitted, at a minimum, by August 31 of each year for eligible expenses incurred in the previous fiscal year which is July 1 – June 30. If expenses are extensive, reimbursement requests may be submitted monthly or quarterly. Itemize the eligible expenses by the month of occurrence, not liquidation. If invoices are not received in this format, it could delay receipt of payment.

Retainage. The State Entity may retain up to 10% of the total grant award until it determines the conditions of the Agreement have been met to the State Entity's satisfaction.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

IN TESTIMONY HEREOF, the Grant Recipient and the State Entity have executed this General Fund Grant Agreement – Construction Grant for the Forest Lake Stormwater & Flood Mitigation Project on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

City of Forest Lake,

By: _____

Jolleen Chaika

Its: City Clerk

Dated: _____, _____

STATE ENTITY:

The Minnesota Department of Natural Resources,

By: _____

Katie Smith

Its: Director, Division of Ecological & Water Resources

Dated: _____, _____

STATE ENCUMBRANCE VERIFICATION:

By: _____

Felicia Barnes

Dated: _____, _____

SWIFT Contract Nos.

Attachment I - DECLARATION

The undersigned has the following interest in the real property legally described in Exhibit A attached hereto and all facilities situated thereon (the “Restricted Property”):

(Check the appropriate box.)

☐ a fee simple title

☐ a lease

☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is subject to those provisions, requirements, restrictions and encumbrances contained in the “General Fund Grant Agreement Construction Grant for the _____ Project” dated _____, 20____, between the _____ and _____ the _____. The Restricted Property shall remain subject to such provisions, requirements, restrictions, and encumbrances for 125% of the useful life of the Restricted Property or until the Restricted Property is sold pursuant to the terms of the Grant Agreement, at which time it shall be released therefrom by way of a written release in recordable form signed by the Commissioner of [Insert the name of the State Entity that provided the grant] , and such written release is recorded in the real estate records relating to the Restricted Property.

(SIGNATURE BLOCK AND ACKNOWLEDGMENT)

(Borrower name)

By: _____

Title: _____

Dated: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

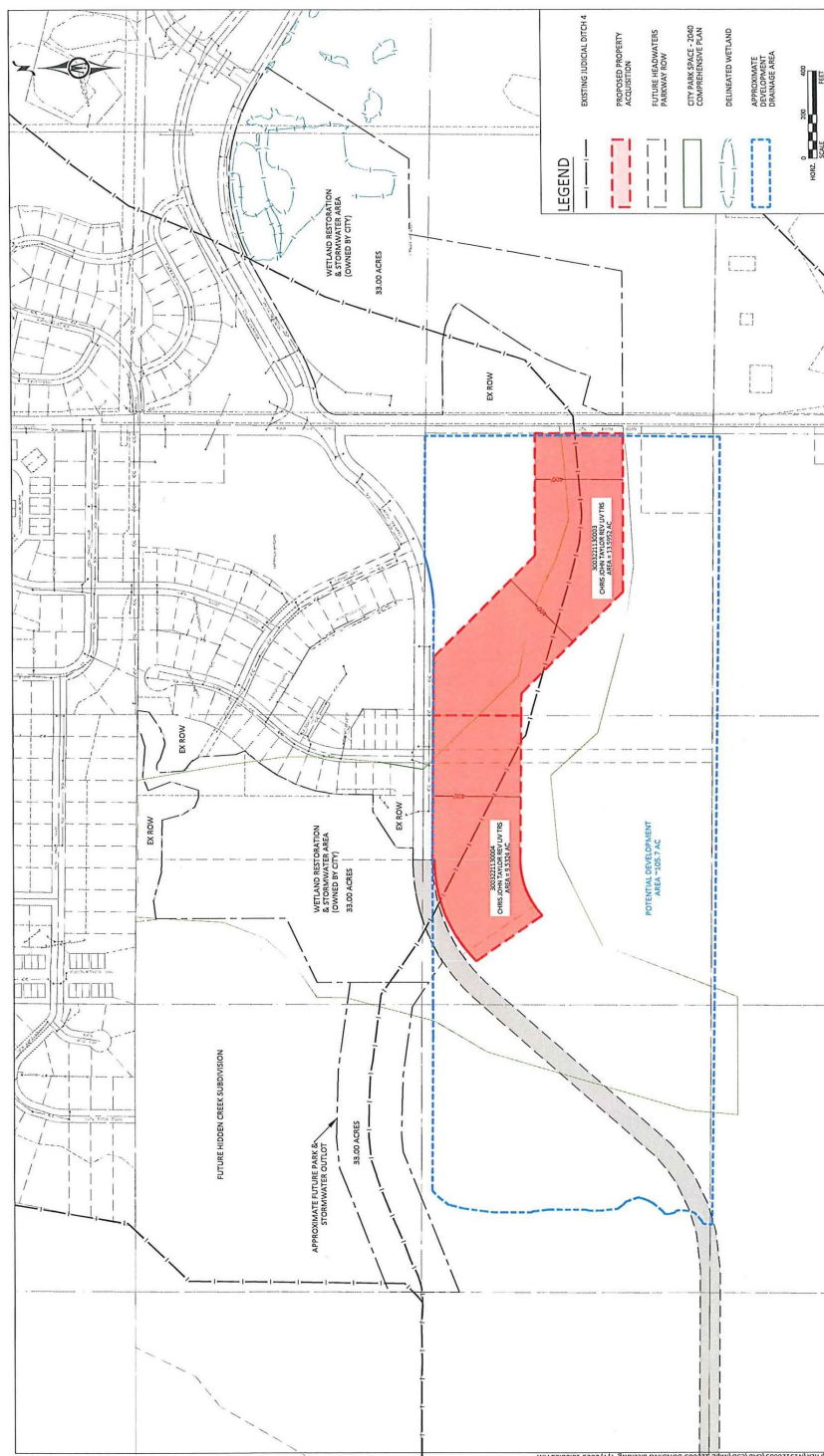
This forgoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ the _____ [insert name and title of first
signatory], and _____, the _____ [insert name and title of
second signatory], respectively, of the _____, a _____,
[insert name and description of the entity receiving the funds].

Notary Public

This Declaration was drafted by:
[insert name and address]

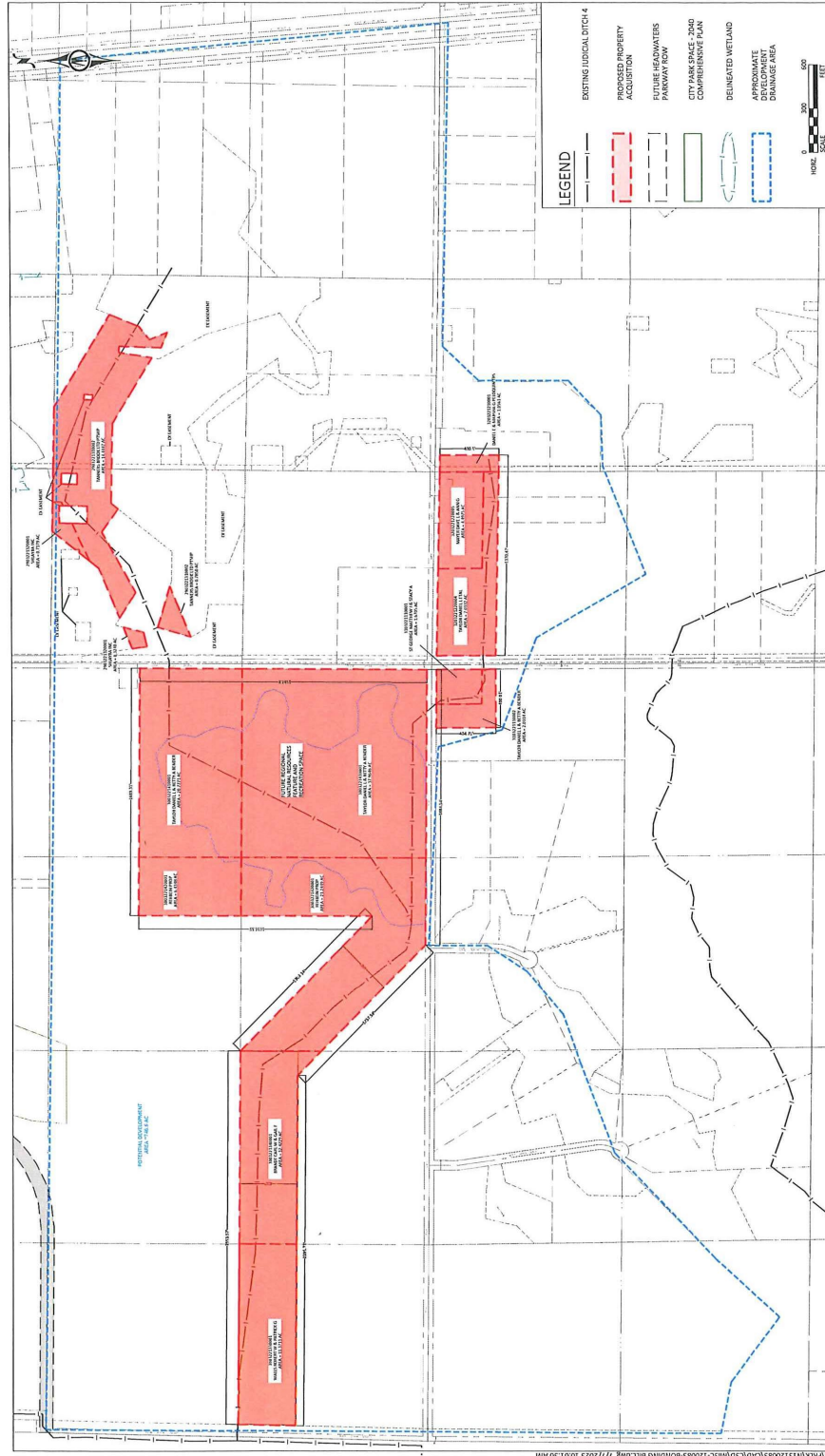
Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Property Acquisition Exhibit
July 2023



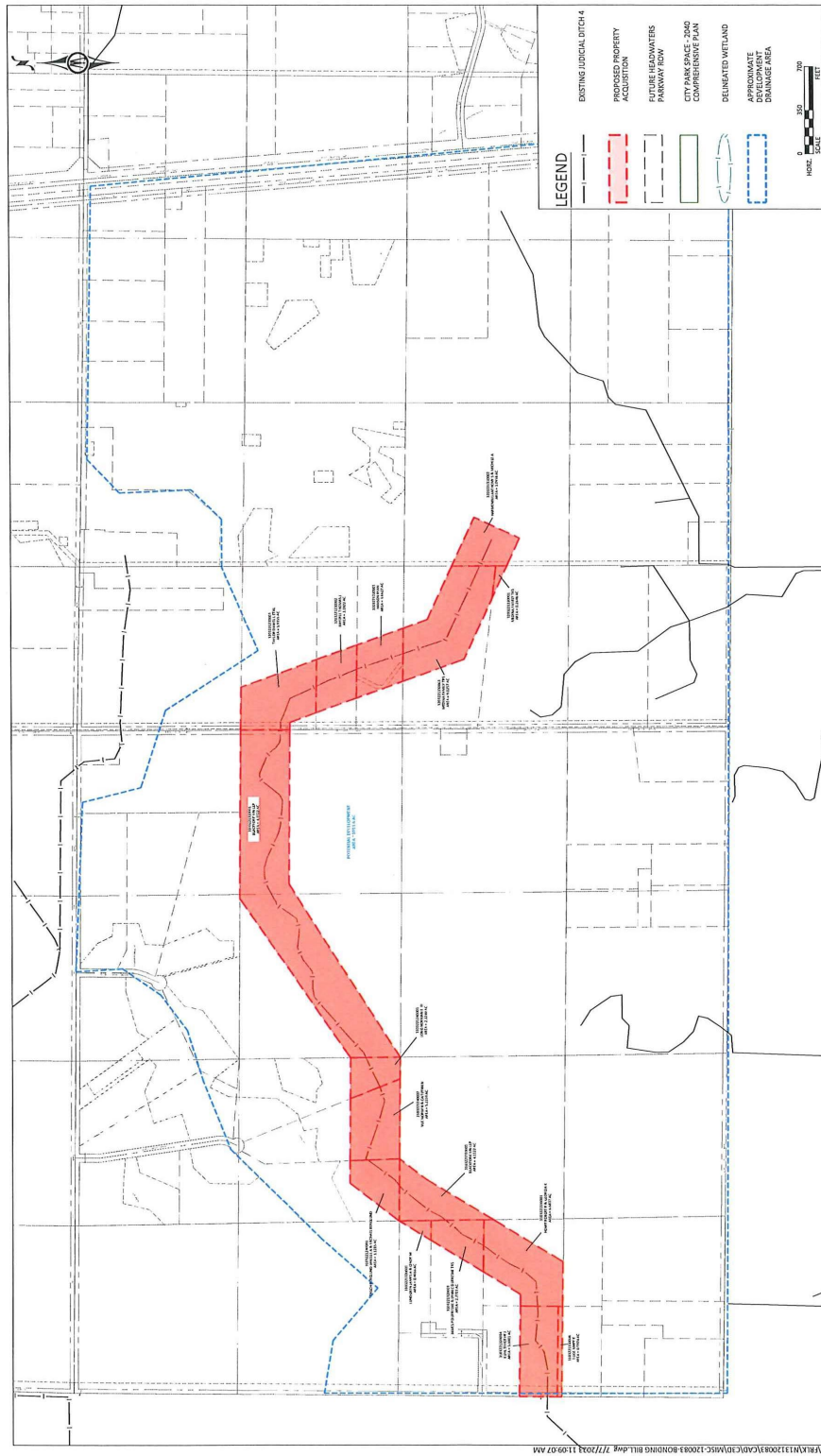
Property Acquisition Exhibit
July 2023

JD4 Stormwater Planning
Forest Lake, MN



Property Acquisition Exhibit
July 2023

JD4 Stormwater Planning
Forest Lake, MN



Attachment III - SOURCE AND USE OF FUNDS FOR THE PROJECT

| Source of Funds | | Use of Funds | |
|------------------------------------|-------------|--|-------------|
| Identify Source of Funds | Amount | Identify Items | Amount |
| State Funds | | Ownership Acquisition and Other Items Paid for with Grant Funds | |
| GF Grant | \$5,700,000 | Purchase of Ownership Interest | \$5,500,000 |
| Other State Funds | | Other Items of a Capital Nature: | |
| | \$ | Engineering/Design | \$200,000 |
| | \$ | | \$ |
| | \$ | | \$ |
| Subtotal | \$5,700,000 | Subtotal | \$5,700,000 |
| Matching Funds | | Items Paid for with Non-Grant Funds | |
| | \$0 | | \$ |
| | \$ | | \$ |
| Subtotal | \$0 | Subtotal | \$ |
| Other Grant Recipient Funds | | | |
| | \$ | | \$ |
| | \$ | | \$ |
| Subtotal | | Subtotal | \$ |
| Loans | | | |
| | \$ | | |
| | \$ | | |
| Subtotal | \$ | | |
| Other Funds | | | |
| | \$ | | |
| | \$ | | |
| Subtotal | \$ | | |
| Prepaid Project Expenses | | | |
| | \$ | | |
| | \$ | | |
| Subtotal | \$ | | |
| TOTAL FUNDS | \$5,700,000 | TOTAL PROJECT COSTS | \$5,700,000 |

**Attachment IV -
PROJECT COMPLETION SCHEDULE**

- Finalize Grant Agreement and Kickoff Project 12/2024
- Land Acquisition 12/2025
- Final Planning 6/2026
- Final Design 12/2026
- Project closeout 12/2027



Real People. Real Solutions.

262
111 Washington Avenue South
Suite 650
Minneapolis, MN 55401

Phone: (612) 416-0220
Bolton-Menk.com

June 17, 2025

Mark Statz, PE
City Administrator
1408 Lake Street South
Forest Lake, MN 55025

RE: Proposal for - JD4 Stormwater Management Design and Property Acquisition

Mr. Statz:

Bolton & Menk, Inc. is pleased to present this proposal for professional services to further develop preliminary design for stormwater management in the Judicial Ditch (JD) 4 watershed and assist with property acquisition. In 2020, the city finalized a preliminary engineering report for the JD 4 area, which was leveraged to secure \$5.7M through the Minnesota Department of Natural Resources (MnDNR), effective October 15th, 2024. This bonding grant can be used for property acquisition and design of regional stormwater management. The scope of work is described herein and generally includes the following.

- Task 1: Communication
- Task 2: Property Owner Discussions and Land Valuation Assistance
- Task 3: Wetland Delineations
- Task 4: Topographic Survey and Property Descriptions
- Task 5: Existing Conditions Hydraulic Modeling
- Task 6: Design Development and Proposed Conditions Hydraulic Modeling
- Task 7: Engineers Report and Cost Estimate
- Task 8: Geotechnical Evaluation

Thank you for your consideration of this exciting project. If you have any questions, please contact me at your convenience by phone at 651-724-0404 or timothy.olson@bolton-menk.com.

Sincerely,

Bolton & Menk, Inc.

Timothy J. Olson, PE, CFM
Principal Engineer

Project Understanding

We have prepared the following scope of services to develop preliminary engineering design for regional stormwater management in the Judicial Ditch (JD) 4 watershed. This will include coordination of comprehensive hydraulic modeling utilizing efforts already complete by RCWD and the City of Forest Lake. Proposed flood mitigation and water quality designs will be developed based on the City's anticipated future land use scenarios. At a minimum, preliminary regional solutions will meet the current stormwater management regulation defined by RCWD. The following Scope of Services and associated Fees will result in a framework and preliminary design (approximately 30%) that can be leveraged for future development in the region.

Current development in the Main Branch and Branch 2 of JD4 is active and already in implementation stages. Branch 3 is likely next to develop and necessitates a more detailed analysis. Branch 4 and the JD2 headwaters (discharging through the southern border of Forest Lake) may benefit from more detailed design, leveraging the modeling information completed during the preliminary study. This scope of services focuses on the Branch 3 area of JD4. Property acquisition may be favorable relatively to the grant agreement scope. Therefore, design tasks could be extended into the Branch 4 and JD2 area.

Public Drainage System, Future Development and Transference of Authority

The Headwaters Development area, and other critical development corridors along Fenway Ave and Hwy 61, are primarily drained by the public drainage system (JD4 and JD2). Active development in the first phases of the Headwaters Development north of Headwaters Parkway has already seen alterations of JD4 and transference of authority to the City of Forest Lake through the partial transfer process. As development continues, systematic transference of the judicial ditch will be necessary for the City to maintain the regional drainage system.

A primary goal of this planning effort has been to identify critical discharge rates and the ultimate drainage limitations that must be monitored as development occurs. Ideally, development would occur from upstream to downstream and individual segments of the judicial ditch would be transferred to the City as land is developed. However, a plan must be in place if tracts of land are developed in the middle, or end, of the public drainage system.

It is understood that public drainage system is currently sized to accommodate agricultural land use. Under fully developed conditions, the surface storage requirements to maintain the current rates of discharge is critical. This scope of work and advancement of design will:

- Further refine and document drainage limitations in the context of stormwater regulation.
- Understand the storage and water quality design requirements to meet the limitations.
- Propose alterations to the public drainage system, including stormwater greenway and parks improvements, utilizing a phased development approach.
- Propose methods for preserving benefiting landowner rights as development occurs.
- Determine procedures for consolidating, dividing, abandoning and transferring all or portions of the drainage system (103E.801 – 103E.812).

Scope of Services

Task 1: Communication

Subtask 1.1: Kickoff Meeting

A kick-off meeting with RCWD, City of Forest Lake Staff, and Bolton & Menk team members will be scheduled immediately after Notice-to-Proceed. The goals of the meeting are to:

- Understand project limits and constraints.
- Assess project goals – parks integration, trails, wetland protection, stormwater management, flood control, etc.
- Establish communication protocols associated with various project aspects.
- Formulate a mutually acceptable milestone schedule.

Subtask 1.2: Project Update Meetings

We anticipate eight additional coordination meetings to present the preliminary design and engineering analysis. We will maintain consistent contact with the City of Forest Lake and provide updates as necessary through the project. These meetings may also include updates to the city council, planning commission, and/or parks commission. Meeting invites may also be extended to RCWD staff.

Task 2: Property Owner Discussions and Land Valuation Assistance

Task 2.1: Assist with Initial Property Owner Conversations

Bolton & Menk will work with staff to meet with property owners directly and/or provide additional guidance on the scope of the project, the downstream flood management and water quality improvements, and the benefit to developers. This task assumes Bolton & Menk will attend property owner meetings, but this task can be considered optional as the city sees fit.

Task 2.2: Assist in Land Valuation Assessments

It is assumed that the City will lead the land value research and make final value determinations. Bolton & Menk will work with staff to effectively communicate the scope of the bonding grant agreement with state administrators. This task may require additional subconsultants. Bolton & Menk will work closely with staff and grant administrators to ensure that all time spent determining and negotiating land values aligns with allowable reimbursable expenses.

Task 3: Wetland Delineations

Task 3.1: Background Investigation

We propose to thoroughly investigate the available background information needed prior to visiting the site. This includes compiling information as follows:

1. Available Aerial Photographs
2. Washington County LiDAR Maps
3. National Wetlands Inventory Maps
4. Washington County Soil Survey Maps
5. MNDNR Public Waters Inventory Maps

Task 3.2: Level I & II Wetland Delineation

As required by Corps guidelines, a review of historical imagery will be conducted of agricultural fields prior to completing any fieldwork. Data collected as part of the analysis of wetland signatures will determine possible locations of wetlands to focus the field delineation. The data collected will be presented in the delineation report as GIS based figures.

We will visit the project site to delineate all aquatic resources found within the property boundaries. The delineation will include performing transects and sampling in the vicinity of any wetlands, placing 3-foot pin flags at the limits of any wetlands found. All streams and tributaries will also be identified. We will collect data to help determine the condition and jurisdiction of the waterbody. Our delineator will use a sub-foot GPS unit to accurately locate and map each point.

Using the data collected as part of the Level I and II delineation, we will present our findings in an Aquatic Resource Delineation Report. The report will include details of the condition and type of wetlands found, Corps data sheets and GIS based figures showing the location and boundaries of the wetlands. This report will be submitted to the appropriate agencies for approval.

Task 3.3: Meetings and Additional Requests

In some cases, the reviewing agencies request additional information and/or an on-site meeting during the review process. If our attendance is requested at a meeting to discuss the acceptance of the delineated boundaries or the agencies request additional information, this service will be provided on an hourly basis at our Wetland Specialist rate. ***Please note that if these tasks are not requested, the client will not be billed.***

Task 4: Topographic Survey and Property Descriptions

Task 4.1: Survey Data Collection

Light detection and ranging (LiDAR) surface topography and City as-built construction plans will be utilized where possible to develop the existing conditions. However, we anticipate needing some additional survey to inventory critical storm sewer infrastructure and other key topographic features not otherwise evident in the LiDAR surface. This includes storm sewer infrastructure inventory.

Task 4.2: Property Descriptions at Final Sale

We will also prepare survey exhibits for property acquisition. This will include county parcel data research, development of boundary descriptions, and exhibit development.

Task 5: Existing Conditions Hydraulic Modeling

Task 5.1: Review Current Models

Bolton & Menk will identify critical topographic features that may not be included in the current modeling effort and incorporate them as surface storage features and overland flow routes.

Task 5.2: Add New Information (Topo/Wetlands)

We will also incorporate as-built and survey information where needed to ensure that the current conditions are effectively analyzed. We will also more specifically model the storage impacts of existing wetlands on the peak outflow rates.

Task 6: Design Development and Proposed Conditions Hydraulic Modeling

Subtask 6.1: Develop Proposed Flood Mitigation and Water Quality Solutions

Preliminary design of regional stormwater management and parks integration will be complete to approximately 30% construction plans. The design will consider the following.

- Balance development scenarios and impervious surface construction with the topographic landscape to utilize low areas for drainage management.
- Understand the capacity of the ditch, tile systems, and storm sewer infrastructure to limit the ultimate outflow as development occurs.
- Identify proposed ponding areas and storm sewer infrastructure to stay within the agreed upon limits of property acquisition.
- Develop project phasing strategies that guide property owners and developers to build specific projects as needed.
- Develop flood mitigation and water quality solutions that include intermittent regional ponds to control drainage throughout the designated greenway, preservation of wetlands for flood control, perched benches for additional flood control and habitat creation, etc.

Subtask 6.2: Preliminary Plan Development

Develop 30% construction documents of the proposed solutions including:

- Existing Conditions
- Preliminary Erosion Control Plans
- Grading Plans
- Storm Sewer Profiles
- Landscaping Plan
- Preliminary Parks and Trails Layouts
- Others to effectively prepare for future final design.

Focus design on the Branch 3 area. Should additional grant dollars become available after the property acquisition phase, detailed design in the Branch 4 area may be prudent.

Subtask 6.3: Develop Site Renderings

Based on the flood mitigation scenarios developed in the above task, we will develop exhibits that show the concepts in more illustrative detail to communicate to the council, land owners, and developers. These exhibits can also be used in pursuit of additional grant funds.

Subtask 6.4: Proposed Hydraulic and Water Quality Modeling

We will quantify the regional benefit of the greenway corridor and show compliance with RCWD and City of Forest Lake MS4 rules. This will establish the baseline regulatory standard for future development and establish confidence with RCWD regulators.

Task 7: Engineers Report and Cost Estimate

Subtask 7.1: Develop Engineers Report

The data, methods, assumptions, and recommendations will be compiled in an engineers report. The report will summarize the potential flood mitigation and regional drainage options in the context of

regulatory requirements. We will also discuss the proposed phasing based on logical development scenarios. We anticipate this report to be geared more towards regulatory compliance, as a comprehensive study has already been delivered. But, this language is critical in gaining confidence with RCWD regulators and establishing an appropriate base line for new development.

The report will also explore the potential for additional grant dollars to help fund construction of proposed systems ahead of development. This may include state grants for resiliency and sustainability implementation projects, water quality grants that fund projects that go above and beyond minimum regulatory requirements, local flood mitigation funds, wetland restoration, etc.

Subtask 7.2: Develop Public Drainage System Impacts and 103E Requirements

The engineers report will include an understanding of the 103E Public Drainage Rules and the specific agreements and transfers of ownership that will be required as development occurs. The process will be similar to the portion of JD4 that has already been transferred to the City. Additional phasing considerations will also be explained in the report and approved by RCWD.

Subtask 7.3: Develop Preliminary Cost Estimates

Based on preliminary design analyses, we will assemble opinions of probable cost for each option for capital improvement planning purposes and for alignment with future funding programs.

Task 8: Geotechnical Evaluation

Subtask 8.1: Subsurface/Ground Water Investigation

Given the presence of shallow surficial groundwater in Forest Lake, and a history of agricultural tiling in this area, additional subsurface investigation is proposed to understand the depth of groundwater throughout the properties in question.

Bolton & Menk will secure a geotechnical subconsultant to conduct the evaluation. This scope item will be further discussed with staff and acts as a fee placeholder.

Estimated Project Fees

The following is a cost proposal for the scope of work described. The proposal is intended to be **hourly not-to-exceed** for the scope of work outlined in this proposal. If the scope changes as project requirements are learned, we welcome an opportunity to alter the cost of services.

| TASK NO. | WORK TASK DESCRIPTION | City Engineer | Project Manager | Project Engineer | Design Engineer | Survey | Landscape Architect | Natural Resources Specialist | Total Hours | Total Cost |
|--------------------|---|---------------|-----------------|------------------|-----------------|--------|---------------------|------------------------------|------------------|------------|
| 1 | Communication | 22 | 32 | 32 | 0 | 0 | 0 | 0 | 86 | \$17,700 |
| 2 | Property Owner Discussions and Land Valuation Assistance | 4 | 86 | 0 | 0 | 0 | 0 | 0 | 90 | \$20,400 |
| 3 | Wetland Delineations | 0 | 6 | 6 | 0 | 0 | 0 | 86 | 98 | \$14,000 |
| 4 | Topographic Survey and Property Descriptions | 0 | 2 | 2 | 0 | 140 | 0 | 0 | 144 | \$35,800 |
| 5 | Existing Conditions Hydraulic Modeling | 0 | 6 | 6 | 18 | 0 | 0 | 0 | 30 | \$5,000 |
| 6 | Design Development and Proposed Conditions Hydraulic Modeling | 6 | 40 | 195 | 450 | 0 | 100 | 0 | 791 | \$122,000 |
| 7 | Engineers Report and Cost Estimate | 0 | 20 | 50 | 90 | 0 | 0 | 0 | 160 | \$26,100 |
| 8 | Geotechnical Evaluation | | | | | | | | | \$15,000 |
| TOTAL HOURS | | 32 | 192 | 291 | 558 | 140 | 100 | 86 | 1399 | |
| TOTAL FEE | | | | | | | | | \$256,000 | |

Project Schedule

Bolton & Menk, Inc. proposes the following schedule to develop materials included in the scope. The MnDNR Grant Agreement defines delivery deadlines, including June 2027 for design, and May 2028 for property acquisition. This schedule assumes that property acquisition could be delivered on or before the design deadline. It also assumes that design could be delivered ahead of schedule.

This schedule will be adjusted based on progression on task deliverables or decisions by the city that may refine anticipated project development.

Proposal for - JD4 Stormwater Management Design and Property Acquisition

06/17/2025

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| Task No. | Task | 2025 | | | | | | | | | | | | 2026 | | | | | | | | | | | | 2027 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Communication | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

JD4 Stormwater Planning

Grant Update

City Council Meeting – 10/13/2025



**BOLTON
& MENK**

Real People. Real Solutions.

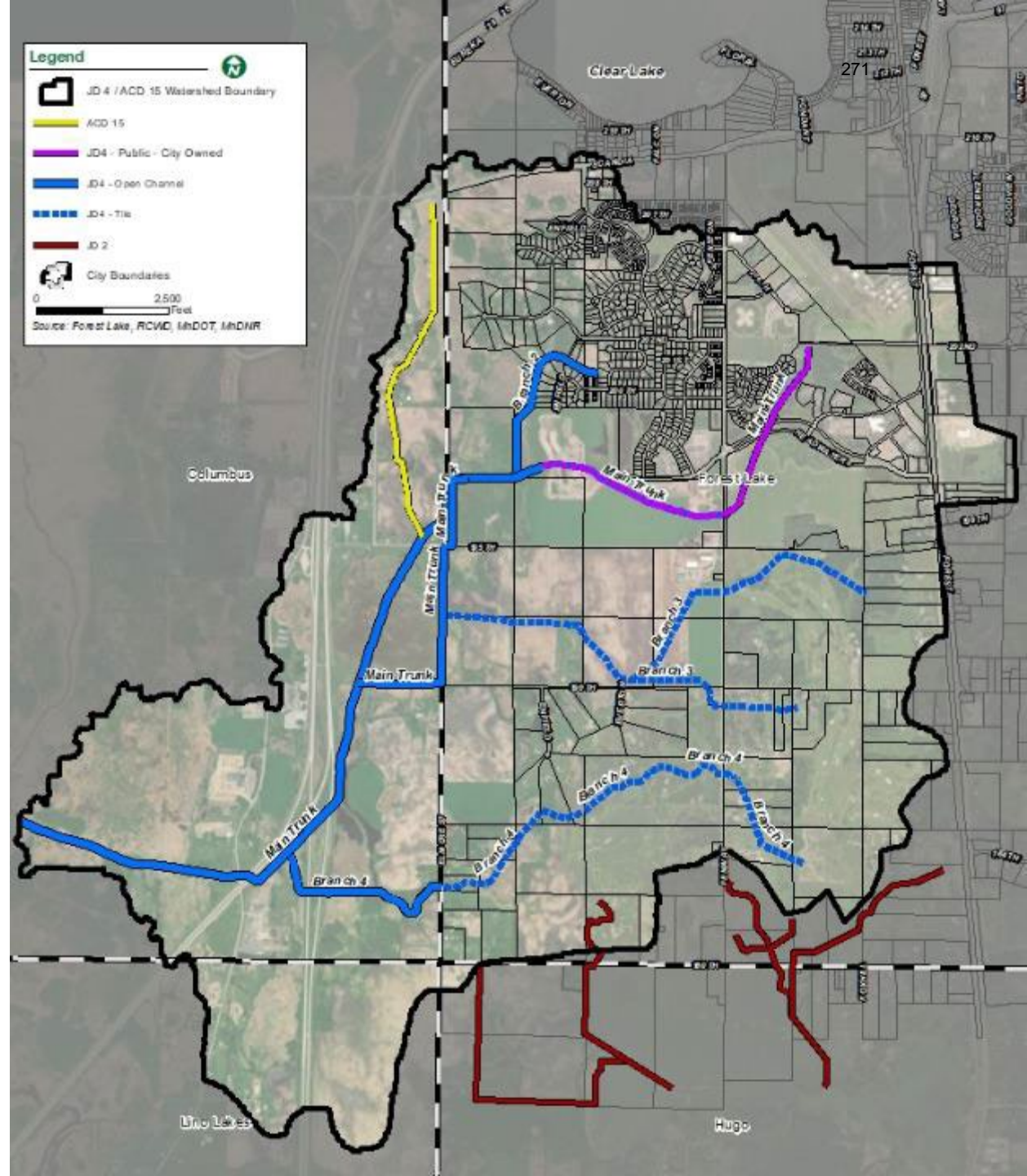


Forest Lake

AS GOOD AS IT SOUNDS

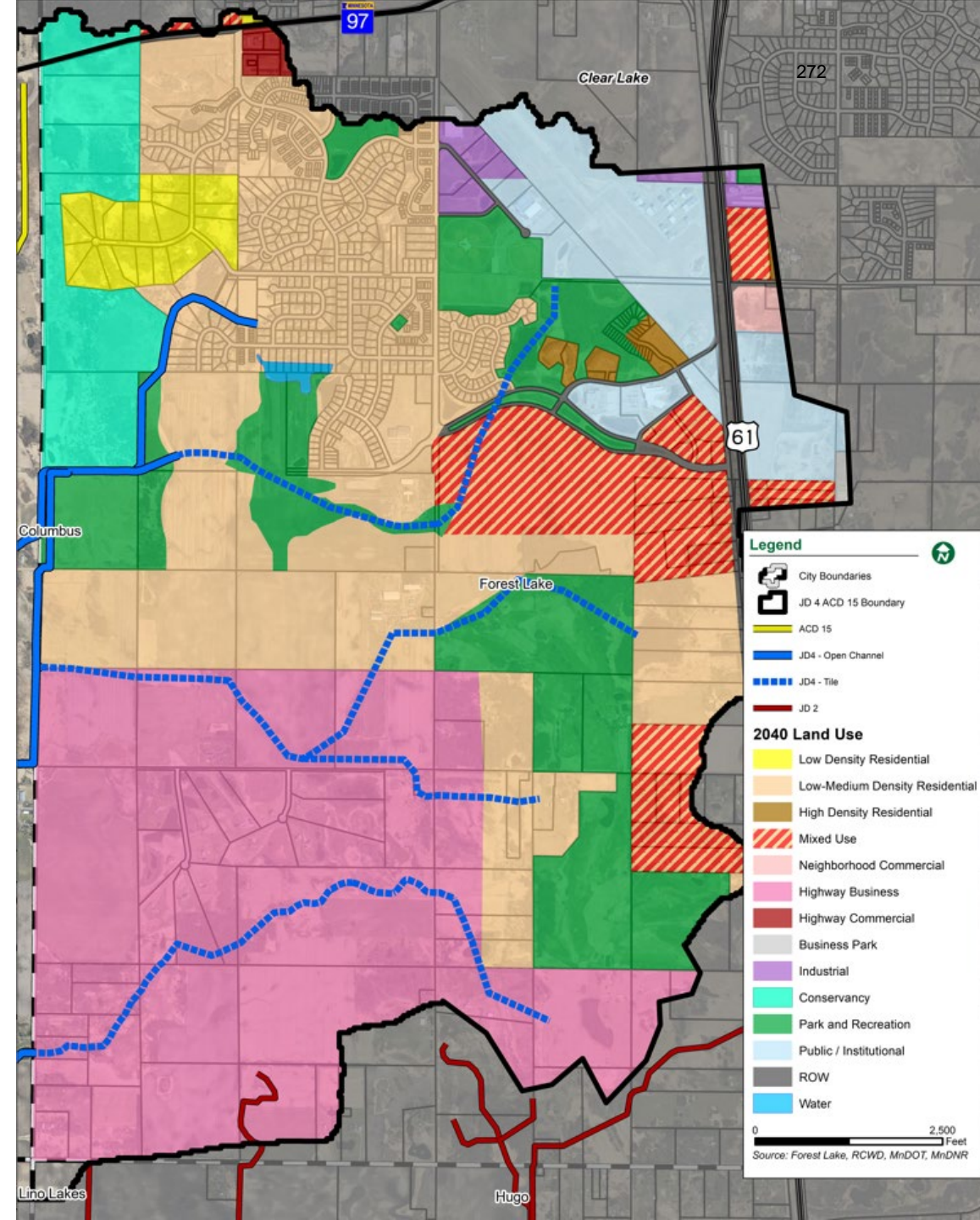
Overview

- Project Background Review
- Project Area
- DNR Grant Agreement Summary
 - Property acquisition
 - Preliminary design development
- Request for Approval of Agreement



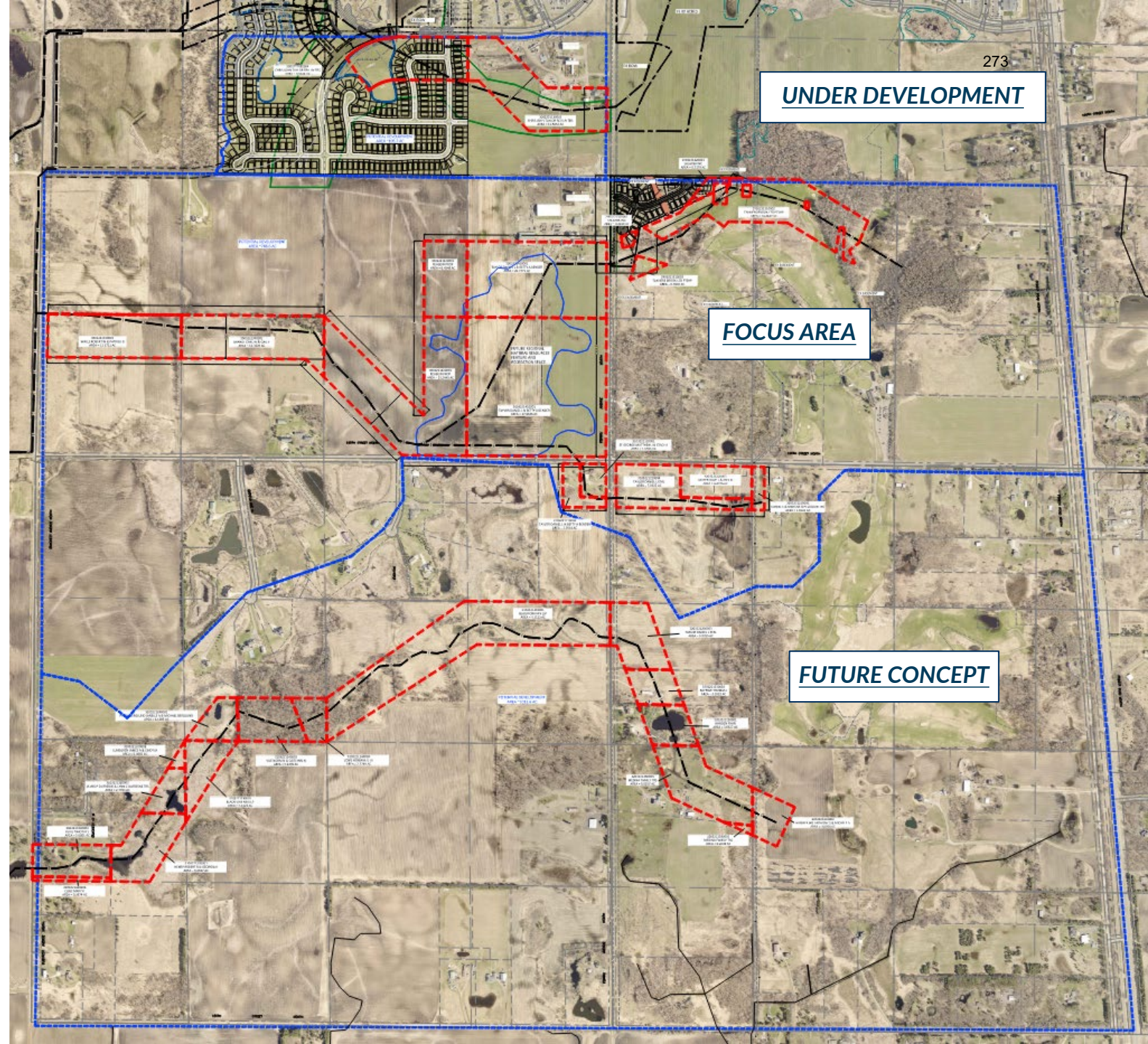
Regional Stormwater Management and Parks Spaces

- Regional drainage pathways already defined by the ditch/tile
- Build facilities to comply with stormwater management regulation (city and watershed district)
- Integrated parks space
- Protect downstream systems from flooding
- Improve water quality



Grant Summary

- Successful award, state bonding, MnDNR (2023)
- Targeted 3 major drainage areas
- \$5,700,000 for property acquisition and preliminary design
 - ~\$5.5M for property
 - ~\$200k for design
 - Flexibility
- 5-year grant timeline from effective date of agreement



POTENTIAL DEVELOPMENT
AREA - 17,900.0 AC

000001100001
INWILL PROPERTY IN A PASTURE
AREA - 11,371.0 AC

000001100002
GRANITE CREEK - 10,000.0 AC
AREA - 10,000.0 AC

000001100003
INWILL PROPERTY
AREA - 10,000.0 AC

000001100004
TAYLOR DANIEL & BETTY A BENDER
AREA - 10,000.0 AC

000001100005
INWILL PROPERTY
AREA - 10,000.0 AC

000001100006
TAYLOR DANIEL & BETTY A BENDER
AREA - 10,000.0 AC

FUTURE REGIONAL
NATURAL RESOURCES
FEATURE AND
RECREATION TRAIL

000001100007
INWILL PROPERTY
AREA - 10,000.0 AC

000001100008
TAYLOR DANIEL & BETTY A BENDER
AREA - 10,000.0 AC

000001100009
ST GEORGE MATTHEW & STACY A
AREA - 10,000.0 AC

000001100010
TAYLOR DANIEL & BETTY A BENDER
AREA - 10,000.0 AC

000001100011
NAPOLI BAY & WYLLIE
AREA - 10,000.0 AC

000001100012
DANIEL & BARBARA'S PLEASURE
AREA - 10,000.0 AC

LEGEND

- EXISTING JUDICIAL DITCH 4
- PROPOSED PROPERTY ACQUISITION
- FUTURE HEADWATERS PARKWAY ROW
- CITY PARK SPACE - 2040 COMPREHENSIVE PLAN
- DELINEATED WETLAND
- APPROXIMATE DEVELOPMENT DRAINAGE AREA



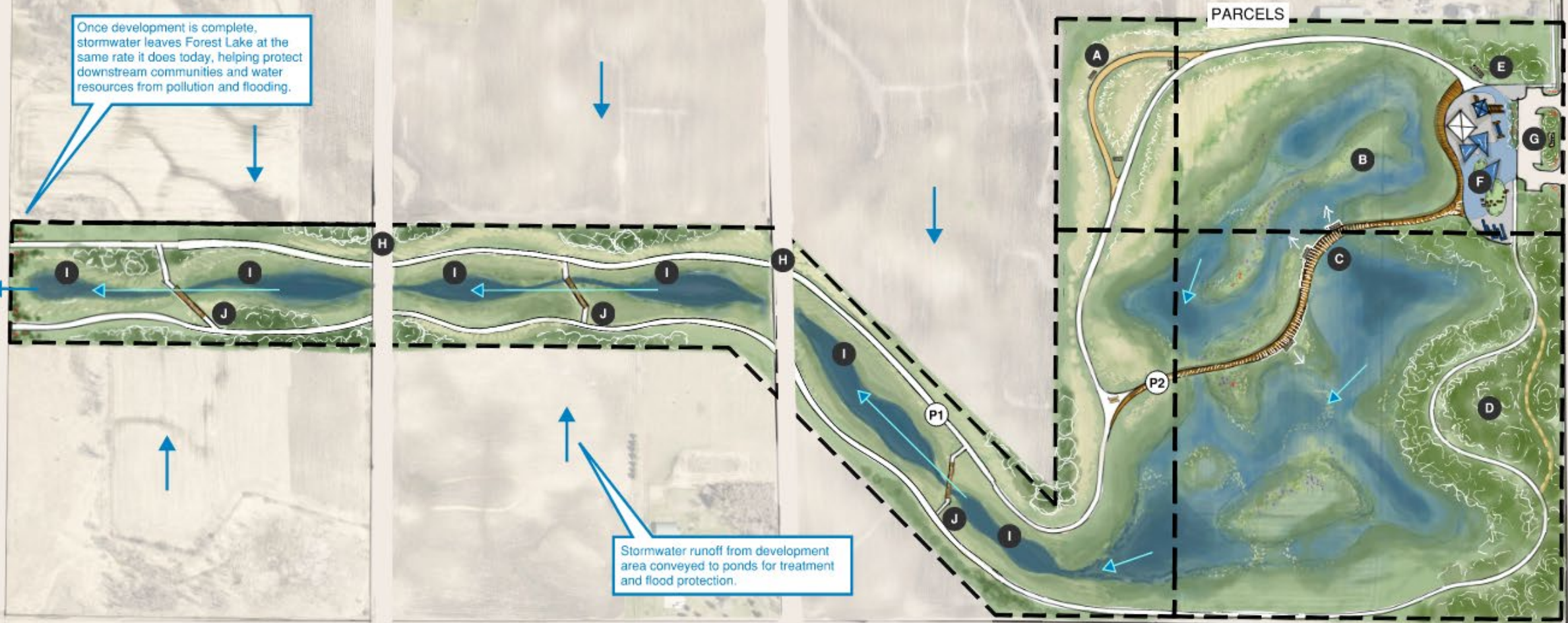
Focus Area

Regional Concept

275

Once development is complete, stormwater leaves Forest Lake at the same rate it does today, helping protect downstream communities and water resources from pollution and flooding.

Stormwater runoff from development area conveyed to ponds for treatment and flood protection.



LEGEND

- A PRAIRIE RESTORATION + INTERPRETIVE TRAILS
- B FLOOD PROTECTION AREA / WETLAND RESTORATION AREA
- C BOARDWALKS AND INTERPRETIVE SIGNAGE
- D FOREST RESTORATION AND INTERPRETIVE TRAILS

- E TRAILHEAD
- F PLAYGROUND
- G PARKING AREA
- H POTENTIAL STREET CROSSING - 130' RIGHT-OF-WAY

- I GREENWAY STORMWATER MANAGEMENT FEATURES DESIGNED FOR TREATMENT AND FLOOD CONTROL
- J GREENWAY CROSSINGS

PERSPECTIVE LOCATIONS

- P1 PERSPECTIVE A LOCATION
- P2 PERSPECTIVE B LOCATION

Stormwater and Parks Integration

276





POTENTIAL DEVELOPMENT
AREA ~137.6 AC

300322130001
WALLS ROBERT W & PATRICK G
AREA = 11.3711 AC

3003221340001
BRANDT CARL W & GAIL F
AREA = 12.4229 AC

POTENTIAL DEVELOPMENT
AREA ~137.6 AC

3003221420001
REHBEIN PROP
AREA = 6.4848 AC

3003221410001
TAYLOR DANIEL L & BETTY A BENDER
AREA = 20.7771 AC

2903221320001
SHLAYBA INC
AREA = 0.3240 AC

2903221310002
TANNERS BROOK LTD PTSHIP
AREA = 0.7850 AC

3003221420001
REHBEIN PROP
AREA = 23.2449 AC

FUTURE REGIONAL
NATURAL RESOURCES
FEATURE AND
RECREATION SPACE

3003221410001
TAYLOR DANIEL L & BETTY A BENDER
AREA = 37.9646 AC

LEGEND

EXISTING JUDICIAL DITCH 4

PROPOSED PROPERTY
ACQUISITION

FUTURE HEADWATERS
PARKWAY ROW

CITY PARK SPACE - 2040
COMPREHENSIVE PLAN

NWI WETLAND

DELINEATED WETLAND

APPROXIMATE
DEVELOPMENT
DRAINAGE AREA

0 200 400
HORIZ. SCALE

Timeline

- October 2025:
 - Finalize grant agreement
 - Start 5-year timeline
- October 2025 to Spring 2027:
 - Work towards preliminary construction documents ahead of development proposals such that plans could be finalized for construction
- October 2025 to December 2027:
 - Begin conversations with property owners and establish property acquisition limits
 - Assist with land valuation assessments
 - Secure property
- Spring 2026:
 - Complete wetland delineation study
- Around Development Proposals:
 - Work with RCWD to approve an approach that expedites future stormwater permitting
 - Pre-approval of stormwater ponding sizes and rate control under a set of development scenarios
- Ahead of Construction:
 - Execute 103E Partial Transfer as development occurs



Request

- Approve MnDNR Grant Agreement

Discussion

STAFF REPORT



MEETING DATE: 10/13/25

STAFF ORIGINATOR: Alan Newman, Fire Chief

AGENDA ITEM: Paid-on-call retirement benefit level Increase request

INTRODUCTION:

The Forest Lake Fire Department Relief Association (FLFDRA) maintains a pension fund that operates separately from City accounts. This fund is supported primarily through State pension aid and investment income, and it is used to finance paid-on-call retirements. Any proposed increase to the pension benefit level requires approval from both the Joint Fire Board (JFB) and the Forest Lake City Council.

BACKGROUND:

On September 6, 2019, the FLFDRA presented a proposal to the Joint Fire Board requesting support for an automatic annual benefit level increase mechanism. After extensive discussion, the JFB agreed to the following process:

- Beginning in September 2020, and annually thereafter, the FLFDRA will present its audited investment report to the JFB for review.
- If the fund maintains a funding ratio of at least 150%, the JFB will vote on whether to approve an annual benefit level increase.
- If the JFB approves the increase, the FLFDRA will then present the request to the City Council for consideration.

On September 25, 2025, the FLFDRA presented to the JFB a request to increase the benefit level from \$6,350 to \$7,000 per year of service. The presentation indicated that the current funding ratio stands at 273%.

Following discussion, the JFB approved the requested increase in a 3–0 vote. The FLFDRA now seeks final approval from the Forest Lake City Council.

RECOMMENDATION:

Approve the proposed Fire Relief benefit level increase.

10/08/2025

INVOICE GL DISTRIBUTION REPORT FOR FOREST LAKE
 EXP CHECK RUN DATES 10/01/2025 - 10/13/2025
 BOTH JOURNALIZED AND UNJOURNALIZED PAID
 VENDOR CODE: 14018

| GL Number | Invoice Line Desc | Vendor | Invoice Description | Amount | Check # |
|-------------------|--|------------------------|--|----------------------|---------|
| ----- | | | | | |
| Check 2442 | | | | | |
| 101-42-2100-54370 | Flower Arrangement for Detective J. Brow | BANK OF MONTREAL - BMO | Flower Arrangement for Detective J. Brown from FLPD Family | <u>223.69</u> | 2442 |
| | | Total For Check 2442 | | <u>223.69</u> | |
| | | | | | |
| | | Fund Totals: | | | |
| | | | Fund 101 GENERAL FUND | 223.69 | |
| | | | | <u><u>223.69</u></u> | |

STAFF REPORT



MEETING DATE: October 13, 2025

STAFF ORIGINATOR: Jolleen Chaika, Assistant City Administrator

AGENDA ITEM: Adult Use Cannabis Registration

BACKGROUND:

In December 2024, the City Council adopted Ordinance No. 746 establishing a local registration process for adult use cannabis businesses in accordance with Minnesota's emerging cannabis regulations. The intent of this ordinance was to ensure local oversight of cannabis-related establishments operating within city limits and to allow the City to benefit from tax revenues authorized under state law at that time (now set at 15% of cannabis gross sales).

During the most recent legislative session, the Local Government Cannabis Aid program was repealed by the Legislature, thereby eliminating one of the financial incentives for cities to manage the registration process independently.

Because the tax incentive was one of the Council's considerations when it decided to maintain registration locally, it is important that the Council is aware of the change and determines if there remains benefit to keeping the registration local.

Discussion

Given these state-level changes, City staff recommends that the Council review Ordinance No. 746 and consider whether to:

1. Continue the City's local registration process, or
2. Delegate registration authority to Washington County for adult use cannabis registration, as allowed per statute.

Delegating registration authority to Washington County could reduce administrative and compliance workload and cost. However, maintaining local registration could allow for greater control and oversight of businesses operating within City limits.

Staff seeks Council direction on whether to move forward with a review and potential amendment or repeal of Ordinance 746.

It should be also noted that at the next meeting, if Council elects to maintain registration locally, an amendment to Ordinance 746 will be brought to Council at the next meeting to expand registration requirements to include Low-Potency Hemp Edibles. Local registration of these products was not contemplated in the original ordinance but is now required under state law in the same manner as is registration for Adult Use Cannabis.

At this time, the following cities and townships have delegated registration authority to Washington County:

| | | |
|------------------|---------------------|------------------------|
| Afton | Landfall | May Township |
| Denmark Township | Marine on St. Croix | West Lakeland Township |

Additionally, staff would like to provide an update on zoning inquiries related to Adult Use Cannabis to confirm whether the Council intends to continue maintaining a “no cap” policy on the issuance of cannabis retailer registrations. As a reminder, under Minn. Stat. § 342.13, subd. 1(h), a local unit of government may establish a limit on the number of cannabis retailers permitted within its jurisdiction; however, such a limit may not be fewer than one retailer registration for every 12,500 residents. Based on the City’s current population, this would mean that if the Council were to establish a cap consistent with § 342.13, only two retail locations could be authorized at any one time.

Fiscal Impact

If registration remains with the City, there would be no tax benefit; however, the City would collect modest registration fees. Transferring registration responsibilities to Washington County would shift fee collection, administrative oversight, and compliance responsibilities to the County.

Recommendation

Staff recommends that the City Council discuss Ordinance 746 and provide direction to staff on whether to:

- Initiate a formal review and potential amendment/repeal of the ordinance.
- Coordinate with Washington County regarding transfer of registration authority.

ATTACHMENTS:

Ordinance 746