



AGENDA CITY COUNCIL MEETING

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

Forest Lake City Center: Council Chambers
Forest Lake, Minnesota

February 09, 2026 at 6:00 PM

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve the Agenda (Action)
5. Awards and Presentations
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 Meeting Minutes
 - i. January 12th City Council Regular Meeting Minutes
 - ii. January 20th City Council Regular Workshop Minutes
 - c. Washington County Northern Environmental Center Development Agreement Amendment
 - d. Veterans Memorial Grant Agreement
 - e. Hiring Recommendation: Equipment Operator I
 - f. MOA MAPE: Deputy Fire Chief Position
 - g. 2026 – 2028 Labor Agreement: LELS 326
 - h. Data Practices Policy Update

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

8. Regular Agenda (Action Items)
 - a. Veterans Memorial Sculpture Agreement - Kyle Young
 - b. Final PUD/Plat– Forest Lake North Garage Condos – Abbi Wittman
 - i. Public Hearing
 - c. Airport Items – Mark Statz
 - i. Hangar Lot Lease Rates FY 26-27
 - ii. Hangar Lot Lease Defaults
 - iii. Airport Grant Agreements
 - Resolution 02-09-26-01: Apron Expansion
 - Resolution 02-09-26-02: Taxiway and Runway Extension
 - d. Smokey Oaks Fee Waiver Request – Abbi Wittman
9. Discussion
 - a. Vets Memorial Financing – Dave Adams
10. Staff Updates
11. Mayor and City Council Updates
12. CLOSED SESSION: Closed session pursuant to Minn. Stat. §13D.05, Subd. 3(a):
City Administrator annual performance review
13. Adjourn

02/04/2026

INVOICE GL DISTRIBUTION REPORT FOR FOREST LAKE
 EXP CHECK RUN DATES 02/09/2026 - 02/09/2026
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Check 118929					
101-41-1400-32110	LIQUOR LICENSES	7-ELEVEN INC	OVERPAYMENT OF A LIQUOR PERMIT	25.00	118929
		Total For Check 118929		<u>25.00</u>	
Check 118930					
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	AMERICAN IMPORTS	SQUAD 2208 - CHANGE OIL & TIRE ROTATION	52.03	118930
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	AMERICAN IMPORTS	SQUAD 2115 - ROTATE - RIGHT FRONT TPMS SENSOR ISN'T READING INTERMITTENTLY & CHANGE OIL & TIRE ROTATIO	95.18	118930
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	AMERICAN IMPORTS	SQUAD 2613 - MOUNT & BLANCE FOUR TIRES	622.99	118930
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	AMERICAN IMPORTS	SQUAD 2612 - MOUNT & BLANCE FOUR TIRES	625.99	118930
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	AMERICAN IMPORTS	SQUAD 2319 - CHANGE OIL & TIRE ROTATION	85.50	118930
		Total For Check 118930		<u>1,481.69</u>	
Check 118931					
101-41-1400-53070	PROFESSIONAL SERVICES	BENEFIT EXTRAS INC	COBRA NOTIFICATIONS PACKET & MONTHLY PARTICIPATION FEE	1,241.75	118931
		Total For Check 118931		<u>1,241.75</u>	
Check 118932					
101-41-1910-53050-125526-001	ENGINEERING CHARGES	BOLTON & MENK INC	TEMPORARY PLANNING SERVICES	7,314.00	118932
101-42-2400-53070	PROFESSIONAL SERVICES	BOLTON & MENK INC	2025 ANNUAL REVIEWS	2,247.50	118932
101-43-3110-53050-106080-010	ENGINEERING CHARGES	BOLTON & MENK INC	GENERAL ROUTINE ENGINEERING	2,500.00	118932
203-45-5200-53070-127555-001	PROFESSIONAL SERVICES	BOLTON & MENK INC	PARKS SYSTEM PLAN	5,273.50	118932
205-43-3150-53050	ENGINEERING CHARGES	BOLTON & MENK INC	NON-ROUTINE ENGINEERING	472.50	118932
205-43-3150-53050-110000-001	ENGINEERING CHARGES	BOLTON & MENK INC	JD4 STORMWATER DESIGN	1,170.50	118932
205-43-3150-53050-123864-001	ENGINEERING CHARGES	BOLTON & MENK INC	MS4 ANNUALPROGRAM ASSISTANCE	1,053.50	118932
205-43-3150-53050-124536-001	ENGINEERING CHARGES	BOLTON & MENK INC	STORMWATER SERVICES	1,688.50	118932
211-43-3100-54140-137797-000	SEALCOATING	BOLTON & MENK INC	2025 CRACK FILLING/SEAL COAT	184.00	118932
211-43-3135-53050-106207-010	ENGINEERING CHARGES	BOLTON & MENK INC	NON-ROUTINE ENGINEERING	1,809.50	118932
211-43-3135-53050-127722-001	ENGINEERING CHARGES	BOLTON & MENK INC	CSAH 32 PEDESTRIAN & STREET	1,074.00	118932
211-43-3135-53050-131361-001	ENGINEERING CHARGES	BOLTON & MENK INC	EUREKA AVENUE IMPROVEMENTS	13,527.00	118932
211-43-3135-53050-134732-001	ENGINEERING CHARGES	BOLTON & MENK INC	NORTH SHORE TRAIL	14,339.00	118932
211-43-3135-53050-140937-000	ENGINEERING CHARGES	BOLTON & MENK INC	TOPOGRAPHIC SURVEY PW	675.00	118932
211-43-3135-53050-140937-000	ENGINEERING CHARGES	BOLTON & MENK INC	PUBLIC WORKS FACILITY	962.00	118932
211-43-3135-54080-136586-001	MAINT ASPHALT MILL & OVERLAY	BOLTON & MENK INC	2025 LOCAL ST IMPROVEMENT	6,458.00	118932
211-43-3135-54080-141275-000	MAINT ASPHALT MILL & OVERLAY	BOLTON & MENK INC	2026 LOCAL ST IMPROVEMENT	23,007.50	118932
211-43-3135-55250-129714-001	CONTRACTOR PAYMENTS	BOLTON & MENK INC	TH 97 IMPROVEMENT PROJECT	6,526.50	118932
214-46-1920-53070	PROFESSIONAL SERVICES	BOLTON & MENK INC	SOUTHWEST STUDY AREA	2,351.50	118932
631-00-0000-15000-120880-001	CONSTRUCTION IN PROGRESS	BOLTON & MENK INC	WTP 4 CONSTRUCTION	1,296.50	118932
631-49-9420-53050	ENGINEERING CHARGES	BOLTON & MENK INC	NON-ROUTINE ENGINEERING	695.50	118932
632-00-0000-15000-124726-001	CONSTRUCTION IN PROGRESS	BOLTON & MENK INC	2022 LS & FM IMPROVEMENTS	1,737.50	118932
632-00-0000-15000-136584-001	CONSTRUCTION IN PROGRESS	BOLTON & MENK INC	2025 SANITARY SEWER LINING	3,749.50	118932
800-41-1910-53050-106081-092	ENGINEERING CHARGES	BOLTON & MENK INC	SPIKE'S & HOULES FEED - SITE DEVELOPMENT	268.50	118932
800-41-1910-53050-106081-105	ENGINEERING CHARGES	BOLTON & MENK INC	WASHINGTON COUNTY NORTHERN ENVIRONMENTAL - SITE DEVELOPMENT	989.50	118932
800-41-1910-53050-106081-114	ENGINEERING CHARGES	BOLTON & MENK INC	TIMM'S MARINA EAW PZ25-1306 - SITE DEVELOPMENT	628.00	118932
800-41-1910-53050-106081-116	ENGINEERING CHARGES	BOLTON & MENK INC	FOREST LAKE GARAGE CONDOS - SITE DEVELOPMENT	3,538.50	118932
800-41-1910-53050-123780-001	ENGINEERING CHARGES	BOLTON & MENK INC	HIDDEN CREEK	6,283.00	118932
800-41-1910-53050-125910-001	ENGINEERING CHARGES	BOLTON & MENK INC	AMBERLY WOODS FKA SURINE	2,300.50	118932
800-41-1910-53050-138970-000	ENGINEERING CHARGES	BOLTON & MENK INC	MCKINLEY CREEK ESTATES	266.50	118932

800-41-1910-53050-141276-001	ENGINEERING CHARGES	BOLTON & MENK INC	HOSANNA LUTHERAN CHURCH AMENDMENT - PROPERTY REVIEWS	810.00	118932
800-41-1910-53050-141277-001	ENGINEERING CHARGES	BOLTON & MENK INC	FOREST HILLS GOLF CLUB INC - PROPERTY REVIEWS	182.00	118932
800-41-1910-53050-141279-001	ENGINEERING CHARGES	BOLTON & MENK INC	BUZICK 1520 9TH AVE SW - SITE DEVELOPMENT	2,204.50	118932
		Total For Check 118932		<u>117,584.00</u>	
Check 118933					
101-41-1400-54370	MISCELLANEOUS	BRENDA HOFFMAN	WELLNESS 2025	250.00	118933
		Total For Check 118933		<u>250.00</u>	
Check 118934					
101-42-2200-52190	FOOD - FIRE DEPT	BRUCE'S FOODS INC	24 PK OF WATER QUANTITY - 6	23.94	118934
		Total For Check 118934		<u>23.94</u>	
Check 118935					
101-42-2400-52100	OPERATING SUPPLIES	BS&A SOFTWARE	PERMIT APPLICATION SUBMISSION (PAS) - SERVICE FEE FOR ONLINE - PERMIT APP. (10/07/25 TO 01/05/26)	476.00	118935
		Total For Check 118935		<u>476.00</u>	
Check 118936					
631-49-9420-52160	CHEMICALS & TESTING	CARGILL INC	KD CRSE SO BULK NSF 60 - 48,180.00 LB	6,570.79	118936
631-49-9420-52160	CHEMICALS & TESTING	CARGILL INC	KD CRSE SO BULK NSF 60 - 46,080.00 LB	6,284.39	118936
		Total For Check 118936		<u>12,855.18</u>	
Check 118937					
101-42-2200-53080	SEMINARS & TRAINING	CENTURY COLLEGE	BLOODBORNE PATHOGENS/ RIGHT TO KNOW - DECEMBER 30, 2025 TRAINING	520.00	118937
		Total For Check 118937		<u>520.00</u>	
Check 118938					
101-43-3100-52100	OPERATING SUPPLIES	CINTAS CORPORATION	REFILLS FOR FIRST AID KITS	82.62	118938
101-43-3180-52130	UNIFORMS & CLOTHING	CINTAS CORPORATION	UNIFORM & CLOTHING - M.WELSH	86.45	118938
		Total For Check 118938		<u>169.07</u>	
Check 118939					
401-41-1940-54370	MISCELLANEOUS	CITY OF FOREST LAKE	4TH QTR 2025 PAYMENT 21350 FOREST BLVD N	551.56	118939
401-41-1940-54370	MISCELLANEOUS	CITY OF FOREST LAKE	4TH QTR 2025 PAYMENT 5515 206TH ST N	263.30	118939
		Total For Check 118939		<u>814.86</u>	
Check 118940					
101-42-2700-53350	CONTRACT SERVICES	COMPANION ANIMAL CONTROL	ANIMAL CONTROL - CONTRACTUAL SERVICES JANUARY 2026	1,573.40	118940
		Total For Check 118940		<u>1,573.40</u>	
Check 118941					
101-42-2200-54040	REPAIR & MAINT EQUIPMENT	DAN'S TOWING & RECOVERY	TOWING OF FORD F150 ON 12-01-25	150.00	118941
		Total For Check 118941		<u>150.00</u>	
Check 118942					
101-42-2100-54270	LICENSES & PERMITS	DVS RENEWAL	2020 FORD XPL - EXPIRES FEBRUARY 2027	16.25	118942
		Total For Check 118942		<u>16.25</u>	
Check 118943					
101-42-2400-53070	PROFESSIONAL SERVICES	FIRE LOSS MANAGEMENT LLC	MULTIPLE INVOICES 26-005 & 26-006 & 26-007 & 26-008 - FIRE EXTINGUISHING SYSTEM REVIEW - SOHA'S CAFE	450.00	118943
		Total For Check 118943		<u>450.00</u>	
Check 118944					

101-43-3100-52100	OPERATING SUPPLIES	FOREST LAKE ACE HARDWARE	CO ALARM 2PK	49.99	118944
631-49-9420-52100	OPERATING SUPPLIES	FOREST LAKE ACE HARDWARE	MENDER HOSE NY3/8X1/4BXB	2.99	118944
		Total For Check 118944		<u>52.98</u>	
Check 118945					
101-00-0000-20710	DUE TO OTHER GOVERNMENTS	FOREST LAKE CABLE COMMISSION	FRANCHISE FEE	6,264.14	118945
		Total For Check 118945		<u>6,264.14</u>	
Check 118946					
101-42-2200-52100	OPERATING SUPPLIES	FOREST LAKE PRINTING	DYE-SUB/PLAQUE, FLFD FFOTY PLAQUE - 9X12 WALNUT, GOLD ALUMINUM, 2025 - M. METTY	109.25	118946
		Total For Check 118946		<u>109.25</u>	
Check 118947					
800-41-1910-53070-EVERTN-463	PROFESSIONAL SERVICES	FRATTALONE COMPANIES INC	HOUSE DEMO - 21164 EVERTON AVE	25,802.00	118947
800-41-1910-53070-EVERTN-463	PROFESSIONAL SERVICES	FRATTALONE COMPANIES INC	25252 CTY FL - FOREST LAKE HOUSE DEMO	2,103.00	118947
		Total For Check 118947		<u>27,905.00</u>	
Check 118948					
205-43-3150-54250	RENTALS	GARY CARLSON EQUIPMENT	SIGNATURE MEGADECK MAT 7.5FTX14FT 1025#	113.51	118948
		Total For Check 118948		<u>113.51</u>	
Check 118949					
631-49-9420-52100	OPERATING SUPPLIES	GRAINGER INC	POLYREX EM,MOTOR GREASE,CARTRIDGE,13.7OZ	105.90	118949
		Total For Check 118949		<u>105.90</u>	
Check 118950					
101-43-3100-54120	HWYS,STREETS/SALT FOR ROADS	GREAT LAKES SALT COMPANY	TREATED SALT - RAIL - TICKET: 197147 / TONS: 24.11 & TICKET: 197169 / TONS: 23.03	5,544.14	118950
101-43-3100-54120	HWYS,STREETS/SALT FOR ROADS	GREAT LAKES SALT COMPANY	TREATED SALT - RAIL - TICKET: 197058 / TONS: 25.67 & TICKET: 197073 / TONS: 26.34 & TICKET: 197089 /	9,254.73	118950
		Total For Check 118950		<u>14,798.87</u>	
Check 118951					
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	GUARDIAN FLEET SAFETY LLC	SERVICE UNIT COMMAND VAN - REMOVE REMAINING PIECE OF OLD FLOORING AND INSTALL NEW FLOORING	1,241.51	118951
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	GUARDIAN FLEET SAFETY LLC	SQUAD 2104 - ION V AND SURFACE MOUNT ION DUO ON DRIVER SIDE MIRROR NEED TO BE REPLACED	772.75	118951
401-42-2100-55500	CAP OUTLAY-VEHICLES	GUARDIAN FLEET SAFETY LLC	RETURN - USED PART: 5:1 ANTENNA	(1,500.00)	118951
401-42-2100-55500	CAP OUTLAY-VEHICLES	GUARDIAN FLEET SAFETY LLC	SQUAD 2612 - FULL BUILD OF A 2026 FORD PIU & REUSING SOME EQUIPMENT FROM THE REGEN SQUAD 2012	18,259.41	118951
401-42-2100-55500	CAP OUTLAY-VEHICLES	GUARDIAN FLEET SAFETY LLC	SQUAD 2613 - FULL BUILD OF A 2026 FORD PIU & REUSING SOME EQUIPMENT FROM THE REGEN SQUAD 2013	17,048.87	118951
		Total For Check 118951		<u>35,822.54</u>	
Check 118952					
631-49-9420-52160	CHEMICALS & TESTING	HAWKINS INC	CHLORINE EPA 7870-2 & TUBING 3/8"OD X 1/4"ID & - NATURAL & TUBING 3/8"ODX1/4"ID - BLACK & CITRIC ACID	2,403.66	118952
		Total For Check 118952		<u>2,403.66</u>	
Check 118953					
101-42-2100-53040	LEGAL SERVICES	HEBERT AND WELCH PA	LEGAL SERVICES FOR JANUARY 2026	16,038.00	118953
		Total For Check 118953		<u>16,038.00</u>	
Check 118954					
101-42-2200-53350	CONTRACT SERVICES	HOLMES REPAIR LLC	P2-SEC COMPLETE SERVICE & AIR QUALITY TEST	1,151.76	118954
		Total For Check 118954		<u>1,151.76</u>	
Check 118955					
101-41-1940-54010	REPAIR & MAINT-BUILDINGS	HORWITZ LLC	CITY HALL - SMALL BOILER DISPLAY IS BLANK AND ALERTON SYSTEM WON'T OPEN	564.00	118955
		Total For Check 118955		<u>564.00</u>	

Check 118956 101-46-6625-54330	DUES & SUBSCRIPTIONS	IEDITWEB INC Total For Check 118956	SENIOR CENTER HOSTING WEBSITE 02/26/26 - 03/25/26	<u>39.95</u> 39.95	118956
Check 118957 631-00-0000-20800	OVERPAYMENT	JAMES & KATHLEEN BLACKFORD Total For Check 118957	UB refund for account: 7104682	<u>165.62</u> 165.62	118957
Check 118958 101-42-2200-53080	SEMINARS & TRAINING	JOHN GUILFOIL PUBLIC RELATIONS Total For Check 118958	ACADEMY SINGLE CLASS REGISTRATION - EVENT: EMERGENCY OPERATIONS CENTER (EOC) - MANAGEMENT AND SETUP	<u>249.00</u> 249.00	118958
Check 118959 101-43-3180-52100	OPERATING SUPPLIES	KATH FUEL OIL SERVICE CO Total For Check 118959	OILMASTER SYN R&O 32 5 GL PAIL & CLEAN FEE/FUEL SUR	<u>410.00</u> 410.00	118959
Check 118960 101-41-1400-54370	MISCELLANEOUS	KIM J CARLSON Total For Check 118960	WELLNESS 2025	<u>250.00</u> 250.00	118960
Check 118961 101-41-1320-53080	SEMINARS & TRAINING	LEAGUE OF MINNESOTA CITIES Total For Check 118961	2026 CITY DAY ON THE HILL - M. STATZ	<u>125.00</u> 125.00	118961
Check 118962 101-41-1400-54370	MISCELLANEOUS	LYNN GORT Total For Check 118962	WELLNESS 2025	<u>250.00</u> 250.00	118962
Check 118963 101-41-1940-52100 101-41-1940-52100 101-43-3100-52100 101-43-3100-52100 101-46-6625-54010	OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES REPAIR & MAINT-BUILDINGS	MENARDS MENARDS MENARDS MENARDS MENARDS Total For Check 118963	FAN FORCED HEATER - 2PK RETURN - FAN FORCED HEATER - 2PK 3" EXT DECK COMBO 2X4-8' AC2 GREEN TRTD & 4X4-8' AC2 GREEN TREATED & 3" EXT DECK STAR DRIVE PROGRAMMABLE THERMOSTAT & ROUND HEAT/COOL THERMSTAT	174.95 (104.97) 59.94 449.35 <u>135.95</u> 715.22	118963 118963 118963 118963 118963
Check 118964 101-41-1320-54330	DUES & SUBSCRIPTIONS	METRO CITIES Total For Check 118964	METRO CITIES 2026 MEMBERSHIP DUES	<u>7,981.00</u> 7,981.00	118964
Check 118965 101-41-1500-52100 101-41-1500-52100 101-41-1500-52100 101-41-1500-52100	OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES	METRO-INET METRO-INET METRO-INET METRO-INET Total For Check 118965	TICKET 209123 - MICROSOFT OFFICE 365 LICENSE - A. MILKS TICKET 205901 - MICROSOFT OFFICE 365 LICENSE - J. WAGNER TICKET 207442 - MICROSOFT OFFICE 365 LICENSE - A. LEWERENZ TICKET 207443 - MICROSOFT OFFICE 365 LICENSE - H. BELKA	265.00 310.00 291.00 <u>133.00</u> 999.00	118965 118965 118965 118965
Check 118966 101-43-3100-54040	REPAIR & MAINT EQUIPMENT	MGX EQUIPMENT SERVICES LLC Total For Check 118966	MOTOR,HYD,3.0 CIR,4B & MOTOR,HYD, 18.7 CIR, 4	<u>2,038.15</u> 2,038.15	118966
Check 118967					

101-43-3100-53060	MEDICAL	MIDWEST COMPLIANCE INC Total For Check 118967	DRUG TEST DECEMBER - D. ADAMS	<u>50.00</u> 50.00	118967
Check 118968 101-43-3230-53350	CONTRACT SERVICES	MINNEAPOLIS SAW CO INC Total For Check 118968	GECKO NOTCH GECKO ALUM CLIM & NOTCH CHESTER CHEST HARNESS & SHEMBINER CHAINSAW CL & 30" A/P SEWN EYE	<u>4,633.80</u> 4,633.80	118968
Check 118969 101-42-2200-53080	SEMINARS & TRAINING	MINNESOTA FIRE SERVICE CERTIFICATIO Total For Check 118969	FIREFIGHTER I & II CERTIFICATION EXAM TAKEN AT EAST METRO 12-20-25 - M. SWENSON	<u>262.00</u> 262.00	118969
Check 118970 101-43-3180-54010 631-49-9420-54020	REPAIR & MAINT-BUILDINGS REPAIR & MAINT - SUBS	MINNESOTA HOIST INSPECTION INC MINNESOTA HOIST INSPECTION INC Total For Check 118970	STANDARD AUTOMOTIVE LIFT INSPECTION & MONORAIL CRANE INSPECTION & STANDARD OVERHEAD HOIST INSPECTION STANDARD AUTOMOTIVE LIFT INSPECTION & MONORAIL CRANE INSPECTION & STANDARD OVERHEAD HOIST INSPECTION	1,350.00 <u>1,400.70</u> 2,750.70	118970 118970
Check 118971 101-42-2100-53080	SEMINARS & TRAINING	MINNESOTA SHERIFFS' ASSOCIATION Total For Check 118971	ADVANCED CRIMINAL EXPUNGEMENTS - JANUARY 2026 - IN-PERSON - M. SMITH & K. SCHMITT	<u>350.00</u> 350.00	118971
Check 118972 631-49-9420-52160	CHEMICALS & TESTING	MINNESOTA VALLEY TESTING LABS Total For Check 118972	COLIFORM, MF - WATER	<u>160.00</u> 160.00	118972
Check 118973 101-42-2200-52190 101-43-3100-54040 101-43-3100-54040 101-45-5200-54040	FOOD - FIRE DEPT REPAIR & MAINT EQUIPMENT REPAIR & MAINT EQUIPMENT REPAIR & MAINT EQUIPMENT	NAPA AUTO PARTS NAPA AUTO PARTS NAPA AUTO PARTS NAPA AUTO PARTS Total For Check 118973	DIESEL ANTIGEL 64-OZ (200,205) ADAPTERS & PLUG & HYD HOSE FITTINGS NAPA DIESEL EXHAUST FLUID (DEF) BULK TRAILER WIRE	21.51 79.14 38.97 <u>113.50</u> 253.12	118973 118973 118973 118973
Check 118974 101-42-2400-53700	MILEAGE REIMB	NATE MOATS Total For Check 118974	MILEAGE FOR 10K LAKES BUILDING OFFICIAL INSTITUTE	<u>50.75</u> 50.75	118974
Check 118975 101-43-3100-54040 101-43-3100-54040	REPAIR & MAINT EQUIPMENT REPAIR & MAINT EQUIPMENT	O'REILLY AUTO PARTS O'REILLY AUTO PARTS Total For Check 118975	OIL SEAL & OIL FILTER O-RING	42.68 <u>19.40</u> 62.08	118975 118975
Check 118976 101-41-1940-53350	CONTRACT SERVICES	PLUNKETT'S VARMENT GUARD Total For Check 118976	GENERAL PEST CONTROL PROGRAM	<u>113.25</u> 113.25	118976
Check 118977 101-49-9200-36210	INTEREST EARNINGS	PMA ASSET MANAGEMENT LLC Total For Check 118977	ACCOUNT MANAGEMENT FEE 12/01/25 - 12/31/25	<u>1,995.23</u> 1,995.23	118977
Check 118978 205-43-3150-54370	MISCELLANEOUS	PRECISE MRM LLC Total For Check 118978	5MB FLAT DATA PLAN US WITH NAF C-US-5MB	<u>20.00</u> 20.00	118978
Check 118979					

101-46-6625-54010	REPAIR & MAINT-BUILDINGS	QUALITY REFRIGERATION INC Total For Check 118979	SENIOR CENTER - REACH IN FREEZER CHECKED UNIT, FOUND UNIT HAD BAD START COMPONENTS	<u>523.75</u> 523.75	118979
Check 118980					
101-41-1910-53070-FLCODE-ENF	PROFESSIONAL SERVICES	RJ'S PROPERTY MAINTENANCE INC	SNOW REMOVAL - 01/20/26 - 1197 N SHORE TRAIL	937.50	118980
101-41-1910-53070-FLCODE-ENF	PROFESSIONAL SERVICES	RJ'S PROPERTY MAINTENANCE INC Total For Check 118980	GARBAGE REMOVAL - 1/21/26 - 6817 N SHORE TRAIL	<u>1,215.00</u> 2,152.50	118980
Check 118981					
101-42-2200-52210	REPAIR & MAINT SUPPLIES	ROSENBAUER MINNESOTA LLC Total For Check 118981	E1 - 4" BSP GASKET	<u>5.00</u> 5.00	118981
Check 118982					
631-49-9420-52100	OPERATING SUPPLIES	SAFE-FAST INC Total For Check 118982	INVERTED MARKING PAINT, FL. BLUE	<u>61.20</u> 61.20	118982
Check 118983					
101-41-1400-52210	REPAIR & MAINT SUPPLIES	SHRED-IT USA	SHREDDING SERVICES FOR JANUARY 2026	166.24	118983
101-42-2100-52210	REPAIR & MAINT SUPPLIES	SHRED-IT USA Total For Check 118983	SHREDDING SERVICES FOR JANUARY 2026	<u>166.25</u> 332.49	118983
Check 118984					
101-42-2100-52010	OFFICE SUPPLIES	STAPLES INC Total For Check 118984	ENVL #10 24# WHITE 500/BOX & STAPLES SECURITY REFIL MED BLK & PILOT G2 RT FINE BLU 12	<u>43.81</u> 43.81	118984
Check 118985					
101-42-2100-53080	SEMINARS & TRAINING	STATE OF MN - DATA PRACTICES OFFICE	LAW ENFORCEMENT DATA WORKSHOP - K. SCHMITT	250.00	118985
101-42-2100-53080	SEMINARS & TRAINING	STATE OF MN - DATA PRACTICES OFFICE Total For Check 118985	LAW ENFORCEMENT DATA WORKSHOP - M. SMITH	<u>250.00</u> 500.00	118985
Check 118986					
101-42-2100-52100	OPERATING SUPPLIES	STREICHER'S INC Total For Check 118986	PROJECTILES: LIVE X PAVA (OC) POWDER [CS OF 90] & PROJECTILES INERT POWDER 375CT IN CLEAR PLASTIC JAR	<u>989.00</u> 989.00	118986
Check 118987					
631-49-9420-54020	REPAIR & MAINT - SUBS	VALLEY RICH COMPANY INC Total For Check 118987	TRENCH BOX PER DAY & 7/8 YARD EXCAVATOR & 7/8 YARD EXCAVATOR W/BREAKER & 7/8 YARD EXCAVATOR W/TAMPER	<u>10,168.84</u> 10,168.84	118987
Check 118988					
632-49-9450-52130	UNIFORMS & CLOTHING	VIKING INDUSTRIAL CENTER Total For Check 118988	TREX 6315 STRAP-ON HEEL ICE CLEATS M/L & 1/2-13 THREADED ROD ZP	<u>27.75</u> 27.75	118988
Check 118989					
101-41-1550-53120	ASSESSING/SERVICES	WASHINGTON COUNTY Total For Check 118989	PROPERTY TAXES	<u>672.12</u> 672.12	118989
Check 118990					
101-41-1550-53120	ASSESSING/SERVICES	WASHINGTON COUNTY Total For Check 118990	PROPERTY TAXES	<u>181.99</u> 181.99	118990
Check 118991					
101-41-1910-54330	DUES & SUBSCRIPTIONS	WASHINGTON COUNTY Total For Check 118991	APPLICATION FOR WEBSITE SUBSCRIPTION SERVICES 2026	<u>250.00</u> 250.00	118991

Check 118992 101-41-1410-52100	OPERATING SUPPLIES	WASHINGTON COUNTY Total For Check 118992	ANNUAL ELECTION EQUIPMENT MAIN	<u>9,950.00</u> 9,950.00	118992
Check 118993 101-41-1400-53070	PROFESSIONAL SERVICES	WASHINGTON COUNTY Total For Check 118993	2026 TRUTH IN TAXATION	<u>2,272.54</u> 2,272.54	118993
Check 118994 211-00-0000-52410	BD-0035	WASHINGTON COUNTY TRANSIT CENT Total For Check 118994	BD Bond Refund	<u>209,203.50</u> 209,203.50	118994
Check 118995 631-49-9420-54020	REPAIR & MAINT - SUBS	WATER CONSERVATION SERVICES INC Total For Check 118995	WATER LEAK LOCATE - 83 1ST ST SE AND 967 1ST ST SE	<u>1,072.52</u> 1,072.52	118995
Check 118996 101-42-2200-52120	MOTOR FUEL	WEX BANK Total For Check 118996	FIRE MORTOR FUEL - JANUARY 2026	<u>1,453.04</u> 1,453.04	118996
Check 118997 101-42-2100-52120	MOTOR FUEL	WEX BANK Total For Check 118997	POLICE MOTOR FUEL - JANUARY 2026	<u>3,280.78</u> 3,280.78	118997
Check 118998 101-42-2400-52120	MOTOR FUEL	WEX BANK	PUBLIC WORKS MOTOR FUEL - JANUARY 2026	439.15	118998
101-43-3100-52120	MOTOR FUEL	WEX BANK	PUBLIC WORKS MOTOR FUEL - JANUARY 2026	3,456.72	118998
101-45-5200-52120	MOTOR FUEL	WEX BANK	PUBLIC WORKS MOTOR FUEL - JANUARY 2026	2,777.40	118998
205-43-3150-52120	MOTOR FUEL	WEX BANK	PUBLIC WORKS MOTOR FUEL - JANUARY 2026	318.89	118998
631-49-9420-52120	MOTOR FUEL	WEX BANK	PUBLIC WORKS MOTOR FUEL - JANUARY 2026	816.76	118998
632-49-9450-52120	MOTOR FUEL	WEX BANK	PUBLIC WORKS MOTOR FUEL - JANUARY 2026	<u>509.48</u>	118998
		Total For Check 118998		8,318.40	
Check 118999 211-43-3135-53070-140937-000	PROFESSIONAL SERVICES	WOLD ARCHITECTS AND ENGINEERS Total For Check 118999	NEW PUBLIC WORKS FACILITY - TOTAL EARNED THROUGH 100.0% OF SCHEMATIC DESIGN	<u>29,549.75</u> 29,549.75	118999
Check 119000 101-43-3100-54040	REPAIR & MAINT EQUIPMENT	ZIEGLER INC	EDGE CUTTING & BOLT & NUT & WHEEL AS-FRO -REPLACES - 2026186 & WASHER	958.25	119000
101-43-3100-54040	REPAIR & MAINT EQUIPMENT	ZIEGLER INC	ELEMENT AS-F	<u>62.70</u>	119000
		Total For Check 119000		1,020.95	
		Fund Totals:			
			Fund 101 GENERAL FUND	111,907.66	
			Fund 203 PARK DEDICATION FUND	5,273.50	
			Fund 205 SURFACE WATER MANAGEMENT FUND	4,837.40	
			Fund 211 CAPITAL IMPROVEMENT FUND	307,315.75	
			Fund 214 TIF #1 INDUSTRIAL PARK FUND	2,351.50	
			Fund 401 CAPITAL EQUIPMENT FUND	34,623.14	
			Fund 631 WATER FUND	31,205.37	
			Fund 632 SEWER FUND	6,024.23	
			Fund 800 PROJECT DEVELOPMENT FUND	45,376.00	

548,914.55

02/04/2026

INVOICE GL DISTRIBUTION REPORT FOR FOREST LAKE
 EXP CHECK RUN DATES 02/09/2026 - 02/09/2026
 BOTH JOURNALIZED AND UNJOURNALIZED
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Check 118939					
250-43-9810-54370	MISCELLANEOUS	CITY OF FOREST LAKE	4TH QTR 2025 PAYMENT 20500 FOREST RD N HANGAR	<u>187.54</u>	118939
		Total For Check 118939		<u>187.54</u>	
		Fund Totals:			
			Fund 250 AIRPORT FUND	187.54	
				<u><u>187.54</u></u>	



City Council

Regular Meeting

~ Minutes ~

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

Monday, January 12, 2026

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	Absent	
Kevin Miller	Councilmember	Present	

3. Pledge of Allegiance

4. Approve the Agenda (Action)

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

5. Awards and Presentations

a) 2026 Lakes Area TV Budget – Paul Peterson, LATV Access Coordinator

LATV Access Coordinator Peterson reviewed the different services he provides with Lakes Area TV. He briefly discussed the different expenses they have in a year.

Mayor Roberts asked if there were different funding mechanisms they should look into.

Assistant City Clerk Chaika said there was an action item requested to approve the budget, but it was not listed on the agenda.

Councilmember Valento noted that she would abstain from a vote since she serves on the Cable Commission.

Motion: Councilmember Miller made a Motion to Approve the 2026 Lakes Area TV Budget. Motion seconded by Councilmember Larson. Motion carried 3-0-1 (Valento abstained).

b) Annual Parks and Recreation Report – Kyle Young/Don Theisen

Parks and Recreation Coordinator Young expressed excitement for another year serving with the Parks and Recreation Commission.

Parks and Recreation Commission Chair Theisen thanked the Parks and Recreation staff



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Mayor Roberts asked if there was an opening on the Parks and Recreation Commission. Assistant City Clerk Chaika said that there were two openings on the commission, but one Parks and Recreation Commission member expressed interest in continuing in the role.

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:

Susan Young, 9950 199th Street North, noted that she was the president of the Forest Lake Rotary Club. She said that the Rotary Club works hard to help community groups with funding, and they would be hosting a Rotary Club Plunge to raise funds.

6. Consent Agenda Considerations (Action Items)

Mayor Roberts requested to remove item 7.p. from the Consent Agenda.

- a. City Invoices
 - i) General Invoices
 - ii) Airport Invoices
- b. November 10, 2025 Regular Council Meeting Minutes
- c. November 17, 2025 Council Workshop Minutes
- d. November 24, 2025 Council Meeting Minutes
- e. Resolution 01-12-26-01: 2026 Annual Appointments and Designations
- f. Resolution 01-12-26-02: Issuance of New Tobacco License
- g. Resolution 01-12-26-03: Approval of 02/01/2026-01/31/2027 Licenses
- h. Resolution 01-12-26-04: Accepting Veterans Memorial Project Donations
- i. Resolution 01-12-26-05: Accepting Donation – Hometown Holiday Volunteers
- j. Resolution 01-12-26-06: Accepting Donation – Hometown Holiday Sponsors
- k. 2026-2028 Collective Bargaining Agreement: LELS #111
- l. MOA with AFSCME: New Position: Deputy Clerk
- m. Position Description Approval: Deputy Fire Chief
- n. Hiring Recommendation: Police Administrative Assistant
- o. Rotary Club Fee Waiver Request
- ~~p. Accept Resignation of the Police Chief and Declare a Vacancy at that position~~
- q. Accept Resignation of Accounting Manager
- r. Eureka Avenue Improvements – Contractor’s Request for Payment No. 1
- s. Suite Living aka DigniCare – Final Project Acceptance
- t. City Licenses and Permits Recommendations
 - i) Gambling Permit Applications
 - ii) Temporary Liquor Licenses



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Motion: Mayor Roberts made a Motion to Approve the Consent Agenda Items 7.a. through 7.o. and 7.q. through 7.t.

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

p. Accept Resignation of the Police Chief and Declare a Vacancy at that position

Mayor Roberts recognized Police Chief Peterson's dedication to Forest Lake as the Police Chief and noted his resignation for retirement. The resignation will go into effect on April 3rd.

Motion: Mayor Roberts made a Motion to Approve Item 7.p., Accept Resignation of the Police Chief, and Declare a Vacancy at that position.

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

7. Regular Agenda (Action Items)

a) Zoning Text Amendment: Wireless Communication Towers – Abbi Wittman

i) Public Ordinance

ii) Ordinance 765

iii) Resolution 01-12-26-07

Community Development Director Wittman reviewed the zoning text amendment requested by Buell Consulting, Inc. to allow wireless towers as a conditional use in the single-family (SF) district.

Councilmember Larson asked why they kicked out the institutionalized uses. Community Development Director Wittman answered that the uses can change on a property. Mayor Roberts asked if they approved a tower in Kulenkamp Park. Community Development Director Wittman stated no.

Mayor Roberts asked if all towers in residential areas would be camouflaged. Community Development Director Wittman answered that they would not be.

Public Hearing opened at 6:25 p.m.

Blair Ransom, Buell Consulting, stated that AT&T was trying to enhance its reliability, especially for emergency services on the lake and on the south side.

Susan Young, 9950 190th Street North, said that a large tower was put up close to her property, it is difficult to screen

Public Hearing closed at 6:30 p.m.

City Administrator Statz said that these would be allowable through a conditional use permit, which would not be designed for a particular basis to determine other options.



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Councilmember Miller asked if the proposed amendment was what the Planning Commission sent to the City Council. Community Development Director Wittman said that the Planning Commission asked to include residential dwellings and accessory structures on other properties.

Community Development Director Wittman reviewed the parcels that were zoned for single-family.

Mayor Roberts asked about the north side of Forest Lake and if a tower could be installed there. Community Development Director Wittman answered that if it could meet the 2.5 acres.

Mayor Roberts said the change would require a code amendment. Community Development Director Wittman answered that a variance was based on practical difficulty and unique circumstances, so she could not tell them that they should approve a specific variance.

Community Development Director Wittman said if an amendment were made and they wanted to move forward with an application, a notice would be issued.

City Administrator Statz said that if a proposal met the Conditional Use Permit requirements, they would be required to move forward with it.

Motion: Councilmember Larson made a Motion to Adopt Ordinance No. 765, allowing towers as a conditional use in the Single-Family (SF) Zoning District.
Motion seconded by Councilmember Miller.

Mayor Roberts asked if this ordinance included the requirement for camouflage.

Amended Motion: Councilmember Larson made a Motion to Amend the motion to table Ordinance No. 765 for the City staff to revise to include camouflaging.
Motion seconded by Councilmember Miller. Motion carried 4-0.

Motion: Councilmember Miller made a Motion to Table Resolution 01-12-26-07, denying the requested changes to lot size, setbacks, tower height, and separation standards.
Motion seconded by Councilmember Valento. Motion carried 4-0.

b) Spikes and Houles Phase II – Amended Site Plan & PUD Preliminary and Final Plan – Abbi Wittman

i) Resolution 01-12-26-08 – Preliminary Plat and PUD

ii) Resolution 01-12-26-09 – Site Plan Approval

Community Development Director Wittman provided an overview of the Preliminary & Final Planned Unit Development, along with the site plan review to expand the existing feed store and bring the site into compliance with City standards. She reviewed the feedback from the Planning Commission and summarized the conditions for approval.



City Council

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Councilmember Miller asked about the size of the greenhouse. Community Development Director Wittman answered that it would be about 6000 square feet.

Councilmember Miller clarified that the greenhouse would be a permanent structure. Community Development Director Wittman confirmed that it would be a permanent.

Mayor Roberts said he would be abstaining from the vote due to the relationship. He said that they were 37 spots short of the code.

Gino Petero, Spikes & Houles, said that they made good progress on the buildings. He said that the greenhouse would be a glass greenhouse He said they would be happy to add the parking in the future.

Councilmember Miller asked where they currently load and unload the products. Mr. Petero answered that inbound freight is on the south side of the building.

Councilmember Miller asked if the parking spots would impact the unloading and loading. He asked about the types of products for sale Mr. Petero detailed the plants and trees for sale and the potential increase of loading..

Councilmember Miller asked about the largest trees they carry. Mr. Petero answered that it would be a 25-foot pot.

Councilmember Miller asked how a customer would get loaded. Mr. Petero responded that they would bring it to their car with a two-wheeled dolly.

Councilmember Miller voiced concerns about the parking.

Mayor Roberts asked what triggered the proof of parking. Community Development Director Wittman said it would likely be triggered by complaints of public use.

Councilmember Miller asked about the road that came in from the south that provided access to an adjacent homeowner. Community Development Director Wittman answered that the yellow piece was owned by Spikes and Houle's and could not be used in redevelopment in the future.

Mayor Roberts asked if 207 was developed, and if the developer would pay to help improve the street. Community Development Director Wittman confirmed they would look for street improvement with a redevelopment project.

Mayor Roberts asked if the road was maintained regularly. Public Works Director Adams answered that it's a catch-22 because some people want the road to be maintained and others don't. He explained the challenges with maintaining that road.



City Council

Regular Meeting

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Motion: Councilmember Valento made a Motion to Approve Spikes and Houle's Phase Two Planned Unit Development as proposed and presented, including Resolution 01-12-26-09 site plan review and advised staff to return the site plan ordinance and site plan Resolution.
Motion seconded by Councilmember Miller. Motion carried 3-0-1 (Roberts Abstained).

c) MNDOT Aviation Grant Awards – Mark Statz

i) Runway

ii) Taxiway

City Administrator Statz reviewed the approved aviation grants from the MNDOT for the three capital improvement projects.

Silas Parmar, Bolten & Menk, reviewed how the project funds worked.

City Administrator Statz clarified that there were two projects proposed for Bolten & Menk. Administrator Statz reviewed the project costs for the taxiway and the runway extension project.

Councilmember Miller asked if the apron was in the budget. City Administrator Statz confirmed it was originally included.

Councilmember Miler asked if taxiway A3 would remain. Mr. Parmar answered that it would remain.

Councilmember Miller asked about the purpose of the enlarged apron. Mr. Parmar explained it was to accommodate the amount of airport traffic.

Councilmember Miller asked about the vehicles parked in the location. Mr. Parmar answered that those spots were supposed to be for airplanes only.

Councilmember Miller discussed concerns with members of the public driving through the runway lanes to access fuel. Mr. Parmar explained that there was no other way to currently access the fuel, but it wasn't common. With a few driveway modifications, people could access the fuel without going through the taxi lane.

Mayor Roberts requested that they not ask MNDOT for any more grants until they have more secure funding in the future.

Councilmember Miller asked if they could assess the hangar owners. City Administrator Statz said he would like the attorney to weigh in on the question.

Mayor Roberts pointed out that legal action was threatened at the Airport Commission meeting if they decided to go forward with the assessment.



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Councilmember Valento asked if other airports were self-sustaining. City Administrator Statz answered that most airports were in a similar position to the Forest Lake Airport.

Mayor Roberts asked about the benefits of the expansion of the runway. Mr. Parmar answered that the current paved runway length limited the number, size, and weight of the aircraft that could operate at the Forest Lake Airport.

Mayor Roberts asked about the longer runway and if it would help mitigate sound. Mr. Parmar confirmed that some residents may notice a difference.

Motion: Councilmember Valento made a Motion to Accept all three grants from MNDOT, totaling \$1,598,761, award the contract for the construction of the taxiway and runway project to Forest Lake Contracting, and fund the projects through the city's Capital Improvement Fund (Street Fund), and award the engineering contract to Bolten & Menk for a total of \$250,000. Motion seconded by Councilmember Miller. Motion carried 4-0.

d) Logos on Street Name Blades – Dave Adams

Public Works Director Adams reviewed the 1-year cycle to replace street signs to ensure compliance with visibility and safety standards.

Councilmember Miller asked if they could make their own street signs and cost to add a logo. Public Works Director Adams answered that it would be between \$500 to \$1000. They could not go back and add logos to the signs already installed.

Public Works Director Adams explained the benefits of the lot numbers. He added that they could put stickers over the logo change if they rebranded.

Councilmember Miller asked if the signs fade. Public Works Director Adams explained that is why the signs were replaced every ten years.

Motion: Councilmember Valento made a Motion to Include Option Number Four Logo on all street name signs. Motion seconded by Councilmember Larson. Motion carried 4-0.

8. Discussion

a) None

9. Staff Updates

Assistant City Administrator Chaika introduced the new Deputy City Clerk, Amanda Milks. She noted that the City Council workshop would be on Tuesday because of Martin Luther King Jr. Day. She



City Council

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hoped they could bring forward nominations for commission positions at the next City Council meeting.

Community Development Director Wittman said that Metropolitan Transit Service would start operating a door-to-door bus service in Forest Lake on Tuesdays and Thursdays between 10 a.m. and 2 p.m. They released an environmental assessment worksheet for Tim's Marina for comment between now and February 5th. She said that they would start streamlining zoning ordinances with the Planning Commission. They conducted an abatement of a hazardous structure and will be proceeding with an additional one in the coming weeks. She discussed the code enforcement officer being moved full-time.

Public Works Director Adams answered that they were trying to respond to the ice while not using all the salt yet. He said that they received a grant to fund the rest of the Veterans' Memorial monument.

Chief Peterson stated it had been an honor to serve the citizens of Forest Lake.

City Administrator Statz provided updates on the League of Minnesota Cities for additional training opportunities.

10. Mayor and City Council Updates

Councilmember Larson wished Chief Peterson the best in his retirement.

11. Adjourn

Motion: Councilmember Valento made a Motion to Adjourn the Regularly Scheduled Council Meeting at 8:08 p.m.

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



City Council

Workshop Meeting

~ Minutes ~

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

Tuesday, January 20, 2026

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	Absent	
Leif Erickson	Councilmember	Present	
Kevin Miller	Councilmember	Absent	

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: None.

5. Discussion Items

a) Local Option Sales Tax – Elle Larkin

Finance Director Larkin reviewed the study completed to estimate the financial impact of a proposed 0.5 percent local option sales tax on Forest Lake residents compared to non-residents. Director Larkin presented additional information on the tax study, including how tax trends were predicted to increase as the City continues to generate revenue.

Administrator Statz explained to the Mayor and the Council that the City is planning for a new Public Works facility in 2027, but the cost was more exponential than planned in the Capital Improvement Plan. He said that it was not an option to delay the construction of the facility, but they want to pay for the improvements in a responsible manner. He said an advantage of a local options sales tax is that a majority of the revenue would come from those not paying property taxes in Forest Lake, so it would reduce the burden on Forest Lake taxpayers.

Finance Director Larkin clarified that the referendum vote would be for a specific timeline and project.

City Administrator Statz recommended that they focus on the size and scope of the facility alone for the referendum.



City Council

Workshop Meeting

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Finance Director Larkin also stated that they could break down the levy at the City Council meeting next week. Mayor Roberts thought residents would be in a favorable position to support the local options sales tax if they understood how the burden was shared with non-residents.

Finance Director Larkin presented the impact of taking \$2 million off the levy. She explained if they had an additional \$2 million each year, they could decrease the levy by 1.80% each year. She offered to provide additional math in the City Council packet for the next meeting.

City Administrator Statz stated they received this information from the University of Minnesota last week, and he anticipated many cities would request a local option sales tax from the legislature this year. He said that there was a January 31 deadline.

b) Strategic Plan – Mark Statz

City Administrator Statz reviewed the strategic plan he put together based on the City Council discussion. He reviewed the strengths of the strategic priorities and discussed opportunities and action strategies to achieve them.

Councilmember Erickson said he agreed with all five aspects of the strategic plan.

Mayor Roberts expressed appreciation for enhancing community pride and including community groups. He said he could go either way on the township information.

Councilmember Larson asked how much time was spent on the plan and asked if it would be realistic to complete the lists. City Administrator Statz said he was able to redistribute some of the bullet points after the staff meeting. He also stated that they would like to adopt the plan by the end of Quarter One.

Mayor Roberts and City Administrator Statz agreed that the City could benefit from a responsible tax structure.

Assistant City Administrator Chaika suggested that they could implement a financial stability strategic plan component, since it is an important topic that they spend a lot of time discussing. Often, they make massive moves from where the levy starts to where it is approved.

Councilmember Erickson made the point that the last three years, budget exercises have been time-consuming. Assistant City Administrator Chaika said that the staff could consider how to incorporate the information better.

Mayor Roberts said that the City Council could set more realistic expectations on what they want for the budget earlier on. City Administrator Statz said that they discussed moving up the building blocks of the budget discussion earlier to help refocus the budget items.



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City Administrator Statz reiterated the importance of reviewing the strategic plan and providing feedback since some of the items were big asks, so they need to determine the priorities for Forest Lake.

c) Police Chief Interview Process – Mark Statz

City Administrator Statz reviewed the police chief process as proposed by the Personnel Committee. He said that if the City Council decided to move forward with internal candidates, they would have a number of individuals who would be qualified. He encouraged the City Council to review the job description, preferred qualifications, and internal versus external candidates. He summarized the suggested interview panels and timeline but noted that the proposals were up for consideration.

Councilmember Larson said that they had candidates at the Police Department who met all of the qualifications in the job description. He discussed the potential for personality conflict if they open the position to external candidates. He said the Personnel Committee recommended opening the position for internal candidates.

Councilmember Erickson asked if there was anything in the position that discussed the close working relationship with the Police Chief and the Fire Chief. City Administrator Statz said that the information was not included.

The City staff and Council discussed how the duties of Emergency Management were allocated. Police Chief Peterson stated that the duties were not specific to the Chief of Police, but rather a collaboration between the Chief and the Captain together.

Mayor Roberts asked for clarification that the position was Chief of Police, not public safety. Police Chief Peterson confirmed.

Assistant City Administrator Chaika said that it could be beneficial to expedite the timeline so that the Captain's position can also be filled. She expressed concerns about the domino effect of other vacancies that would be created. She stated that she did not think they needed a week to review the applications, and she thought they could bump the timeline up a month to address concerns and the domino effect.

City Administrator Statz asked how they would proceed if a new Chief was selected before April. He discussed the different potentials.

Mayor Roberts asked about transparency for the public view. He said he wanted to make sure that someone who was not a part of the City staff was a part of the process.

Community Development Director Wittman discussed that it was common to pull in representatives from the community.



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City Administrator Statz asked if they would like a third panel or an enhanced second panel. He clarified that they would like to see no more than two panels and that they would like to see the timeline restricted.

d) Committee Liaison – Jolleen Chaika

Assistant City Administrator Chaika reviewed the current appointments for the council liaisons to the various commissions, committees, and boards within the City.

Councilmember Larson discussed a potential liaison who would serve with the Police Chief or Public Safety.

Assistant City Administrator Chaika suggested being cognizant of the time the appointments would take for the City Council members.

6. Adjourn

Mayor Roberts adjourned the regularly scheduled City Council workshop at 7:42 p.m.



STAFF REPORT

MEETING DATE: February 9, 2026

TO: Mayor Blake Roberts and City Council Members

STAFF ORIGINATOR: Abbi Wittman, Community Development Director

AGENDA ITEM: Washington County Household Hazardous Waste/Northern Environmental Center Development Agreement Amendment

INTRODUCTION:

In 2023 the City and Washington County (County) entered into a Development Agreement (DA) for the construction of the Household Hazardous Waste/Northern Environmental Center now located at 6065 Headwaters Parkway. As part of the approval process, the City required additional landscaping throughout the site, particularly along the parkway and adjacent (southern) property line. Since the approval of the DA and its subsequent Amendment, the County has developed an amended landscape plan which conforms to the required approval conditions. As such, an amendment to the DA has been prepared for Council consideration.

ANALYSIS:

As shown in the enclosed, the amended landscape plan includes additional landscaping adjacent to the southern property line to help provide a buffer to nearby residences. Additionally, landscaping is proposed in the Headwaters Parkway Right-of-Way (ROW). Given the Parkway ROW will be owned and managed by the City, City staff have negotiated a two-year warranty on the plant materials. This means that, if the plant materials die within two years from their installation, the County will replace them. This will help ensure the City's long-term and ongoing maintenance of these plantings will be minimal.

RECOMMENDATION:

Staff recommends that, with the approval of the Consent Agenda, the City Council **move to approve the Second Amendment to Development Agreement with Washington County.**

ATTACHMENTS:

Second Amendment to Development Agreement

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this “Second Amendment”) is entered into as of _____, 2026 (the “Effective Date”), by and between the City of Forest Lake, a Minnesota municipal corporation (“City”), and Washington County, a Minnesota body politic and corporate (“Developer”).

RECITALS

Recital No. 1. City and Developer entered into a Development Agreement for the Plat of Washington County Northern Environmental Center dated October 9, 2023, and recorded as Document No. 4424017 on December 5, 2023, in the Washington County Recorder’s Office (“Development Agreement”), as amended by that First Amendment to Development Agreement dated **August 26, 2024**, and recorded as Document No. **4449826** on **September 26, 2024** in the Washington County Recorder’s Office (“First Amendment”) for the Property legally described on **Exhibit A**.

Recital No. 2. The Developer has submitted a revised landscape plan (“Revised Landscape Plan”) and requested that the City amend the Development Agreement to incorporate the Revised Landscape Plan; and

Recital No. 3. Both parties desire and agree to incorporate the Revised Landscape Plan into the Development Agreement via this Amendment.

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

1. **ARTICLE 10.1(h) WARRANTY ON PROPER WORK AND MATERIALS** shall be repealed and replaced as follows:

WARRANTY ON PROPER WORK AND MATERIALS. The DEVELOPER warrants all work required to be performed by it under this DEVELOPMENT AGREEMENT against defective material and faulty workmanship for a period of two (2) years after its completion

and acceptance by the CITY. The DEVELOPER shall be solely responsible for all costs of performing repair work required by the CITY within thirty (30) days of notification. All trees, grass, and sod in the Headwaters Parkway Right-of-Way shall be warranted to be alive, of good quality, and disease free for two years after planting. Any replacements shall be similarly warranted for one year from the time of planting. The warranty period for street and drainage and erosion control improvements shall be for two years after completion and acceptance by the CITY with exception of the final wear course described in Section 4.6 which shall only have a one-year warranty period; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements

2. Exhibit C to the Development Agreement is hereby replaced by the Revised Landscape Plan last updated September 16, 2025, by Calyx Design Group attached to this Second Amendment as **Exhibit B**, but will be hereafter known as Exhibit C to the Development Agreement.
3. Except as provided for above, the terms and provisions of the Development Agreement shall remain in full force and effect.
4. This Second Amendment and all disputes or controversies arising out of or relating to this Second Amendment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
5. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise, or of the maximum liability limits provided by Minnesota Statutes, Chapter 466.
6. This Second Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
7. This Second Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[remainder of page intentionally blank]

**DEVELOPER:
WASHINGTON COUNTY, A MINNESOTA BODY POLITIC AND CORPORATE**

By: _____

Its: _____

STATE OF _____)

)

ss.

COUNTY OF _____)

On this ____ day of _____, 2026, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is the _____ of Washington County, a Minnesota body politic and corporate, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity.

Notary Public

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

Eckberg Lammers
1809 Northwestern Ave
Stillwater, MN 55082
651-288-9080

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Building Site – Washington County Northern Environmental Center

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

And

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

PID: 29.032.21.11.0005

ADDRESS: 6065 HEADWATERS PARKWAY, FOREST LAKE MINNESOTA



STAFF REPORT

MEETING DATE: February 9, 2026

STAFF ORIGINATOR: Kyle Young, Parks and Recreation Coordinator

AGENDA ITEM: Veterans Memorial Grant Contract

INTRODUCTION:

City staff dedicated considerable time to preparing grant application materials for the Minnesota Historical Society (MNHS), resulting in the award of a \$210,000 grant to support the project. Grant funds will be applied toward the Center Sculpture, which represents the final major component of the memorial project to date.

As a condition of this award, the City is required to enter into the Minnesota Historical Society Commemorative Statues, Memorials, and Historic Preservation Grant Agreement (MNHS Grant Agreement).

ANALYSIS:

Execution of the MNHS Grant Agreement is required in order for the City to receive the \$210,000 grant funds. The agreement outlines specific procurement and documentation requirements, including that any services expected to exceed \$20,000 must follow a formal notice and competitive bidding process. Documentation of this process, along with copies of all bids received, must be retained in the City's financial records for the project.

In coordination with the Veterans Memorial Committee, City staff has ensured that all applicable grant requirements have been met and that project procedures are consistent with MNHS guidelines.

Parks and Recreation Commission has reviewed and recommended approval of this attached agreement.

RECOMMENDATION:

Staff recommends City Council makes a **“motion to approve the Minnesota Historical Society Commemorative Statues, Memorials, and Historic Preservation Grant Agreement”**

ATTACHMENT:

Minnesota Historical Society Commemorative Statues, Memorials, and Historic Preservation Grant Agreement

MINNESOTA HISTORICAL SOCIETY
 COMMEMORATIVE STATUES, MEMORIALS, AND HISTORIC PRESERVATION GRANT AGREEMENT

<u>Account No.</u>	<u>Object Code</u>	<u>MNHS Grant No.</u>	<u>Fiscal Year</u>	<u>Grant Amount</u>	<u>Match Amount</u>
03976	5260	2508-30833	2026	\$100,000.00	\$0.00
			2027	\$110,000.00	\$0.00

This agreement is made by and between the Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and **City of Forest Lake**, 1408 Lake Street S Forest Lake, Minnesota herein called the GRANTEE.

WHEREAS, the Minnesota Legislature, under Minnesota Session Laws 2025, Chapter 36, Article 4, Section 4, Subdivision 4 approved funding to the SOCIETY for statues and memorials commemorating the historical significance and cultural contributions of Minnesotans and for buildings or structures that are considered historically significant to their local communities to improve access to the buildings or structures, to preserve the buildings or structures, or to enhance the use of the buildings or structures, including improving access to museums, music halls, opera houses, libraries, and sites celebrating diverse cultures and heritages such as that which is contemplated by GRANTEE, and

WHEREAS, the GRANTEE and its project *Veterans Memorial Project* meets the eligibility criteria for funding under the grants program; and

WHEREAS, the SOCIETY'S Governing Board approved a grant recommended for funding by the Grants Review Committee on December 11, 2025.

NOW THEREFORE, in consideration of the award of the grant, the GRANTEE agrees to administer said grant in accordance with the following policies and procedures:

I. PROJECT DESCRIPTION

- A. The project period for this activity is:
 - a. January 01, 2026 to May 01, 2027 for fiscal year 2026.
 - b. July 01, 2026 to May 01, 2028 for fiscal year 2027.
- B. The project will be carried out in accordance with the provisions of the Request for Proposal and if necessary the Minnesota Historical and Cultural Heritage Grants Manual. The project will also be carried out in accordance with the GRANTEE'S Commemorative Statues, Memorials, and Historic Preservation (Minnesota Historical and Cultural Heritage) Application. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference.
- C. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment B and hereby incorporated by reference.
- D. Only the items set forth in the Approved Project Budget (Attachment B) may be charged against the grant project.
- E. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- F. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will not be allowed

except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

- G. Changes in the Project Completion Date will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- H. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

II. ASSURANCES

- A. The GRANTEE understands that this agreement is funded by a grant financed by the State of Minnesota.
- B. The GRANTEE agrees that this project will be administered and conducted in accordance with the following:
 - a. Minn. Stat. 129D.17 for Arts and Cultural Heritage Fund;
 - b. Minn. Stat. 16B.98 for Grants Management.
 - c. Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
- C. The GRANTEE shall hold the SOCIETY and the State of Minnesota harmless from any loss, damage, or expense including reasonable attorneys' fees and other costs of defense, arising as the result of any claim, action, complaint, proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project.
- D. The GRANTEE agrees that in hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.
- E. The GRANTEE agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.
- F. This Agreement may be canceled or terminated by the SOCIETY, and all money due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of this section.
- G. The GRANTEE assures that no part of the project budget will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of the Minnesota Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by the Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to members of the Minnesota Legislature on the request of any member or to the Legislature, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

- H. Both parties agree that if intellectual property is created in project, the parties will discuss the allocation of ownership and use rights.
- I. Copyright to copyrightable materials, including computer software, resulting from this project shall vest in the GRANTEE with a non-transferable royalty-free license to the SOCIETY for its non-commercial use. The GRANTEE shall grant the SOCIETY an option to license any such material(s) it wishes to develop for commercial purposes on terms and conditions, including a royalty, as the parties hereto agree in a subsequent writing.
- J. Except for (a) the above limitation, (b) the GRANTEE's right to control publication of its own research results, (c) patented and patent-pending property and (d) the GRANTEE's confidential information, the SOCIETY will have the free, irrevocable, non-exclusive unlimited right to use any research results collected in project by both the GRANTEE and the SOCIETY for any purpose worldwide.
- K. The GRANTEE agrees to include the Arts and Cultural Heritage logo on all public reports, final products, communications, website, and promotional materials associated with the approved project. The logo can be found at <https://www.legacy.mn.gov/legacy-logo>. If unable, the reason(s) must be included in the final report and acceptable to the SOCIETY.
- L. The GRANTEE agrees to include the following acknowledgement statement on all publicity releases, informational brochures, public reports, and signage for restoration/preservation work at the worksite relating to an approved grant project: "This project [or program, exhibit, publication, website, brochure, etc.] was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund."

III. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- A. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process. Evidence of the process along with copies of the bids received must be included in the GRANTEE's financial records for the project.
- B. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three written quotes submitted in response to written specifications.
- C. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three verbal quotes.
- D. For contracting services, the GRANTEE will follow the requirements of Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.

IV. PAYMENT SCHEDULE

- A. The total obligation of the SOCIETY for all compensation and reimbursements to the GRANTEE under this grant agreement will not exceed **\$210,000.00**.

- B. Grantee must obtain and supply matching funds as indicated in the approved budget (Attachment B) or for any project overages necessary to complete the approved project.
- C. GRANTEE will receive payments from the SOCIETY in accordance with the following for up to eighty percent (80%) of the grant award.

Project Milestone for fiscal year 2026: Executed Grant Agreement	Percentage 35%
---------------------------------------------------------------------	-------------------

1. Grantee must submit a draft of the artwork/design to the Grants Office including a detailed materials proposal from the artist and foundry with specifications on the bronze alloy, associated casting materials and processes, patination chemical(s) and processes, and any final finish coatings to be applied. (Upload to Milestone/Condition 1 report in the SOCIETY’S grants portal, https://mnhs.fluxx.io . Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)	10%
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2. The GRANTEE must submit a comprehensive project completion report by June 1, 2027 that includes financial documentation of project expenditures and final products produced for project activities completed between January 1, 2026, and May 1, 2027. Acceptable types of financial documentation included: 1. Copies of paid invoices/receipts, 2. Copies of project personnel timesheets (if applicable), 3. Copies of in-kind and/or donated services timesheets (if applicable), 4. Copies of donated materials forms. The final products include a copy of the final artwork/design and related project documents completed during this time period. If applicable, grant funds for this fiscal year will be released upon the review and acceptance of the financial documentation and the project completion report by the SOCIETY. (Upload to Milestone/Condition 2 report in the SOCIETY’S grants portal, <https://mnhs.fluxx.io>. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)

Project Milestone for fiscal year 2027: 3. Grantee must conduct a site visit to review the project progress with the Grants Office when at least 50% of the work has been completed. To schedule a site visit, upload proposed dates and times at least 30 days prior to the proposed visit. (Upload to Milestone/Condition 3 report in the SOCIETY’S grants portal, https://mnhs.fluxx.io .)	35%
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----

- D. Reimbursement. A total of twenty percent (20%) of the grant funds will be released as the final payment after work is complete and financial documentation and the project completion report, have been reviewed and accepted by the SOCIETY.

V. FINANCIAL DOCUMENTATION AND FINAL REPORTING

- A. The GRANTEE shall submit a comprehensive final report by June 1, 2028. This report must include detailed documentation of project expenditures and the outcomes of project activities conducted between July 1, 2026, and May 1, 2028 (fiscal year 2027).

- B. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (<https://mnhs.fluxx.io>).
 - a. The financial documentation for project costs to be uploaded with the final report shall include acceptable types of documentation such as: (1) copies of paid invoices/receipts, (2) copies of project personnel timesheets (if applicable), (3) copies of in-kind and/or donated services timesheets (if applicable), and (4) copies of donated materials forms.
 - b. The Final Products to be uploaded with the final report are: **Electronic copy of the final artwork/design and photographs of the installed memorial sculpture.**
- C. Unexpended Funds. The Grantee must promptly return any unexpended funds that have not been accounted in the financial documentation to the SOCIETY at grant closeout.

VI. AUDIT

- A. The GRANTEE must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The GRANTEE must maintain records and accounts for this project on file for a minimum of six (6) years after approval of the Final Report.
- B. The GRANTEE agrees to maintain records to document any matching funds claimed as part of the project. The GRANTEE further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.
- C. The GRANTEE agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the SOCIETY, its designated representatives, or any applicable agency of the State of Minnesota.

VII. AMENDMENTS AND CANCELLATION

A. Amendments

Any significant variations from proposed work, costs, and/or time frames described in this agreement which are experienced or anticipated during the course of the project and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted in writing through the SOCIETY's grant portal (<https://mnhs.fluxx.io/>) or mailed to Grants Office, Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102.

The SOCIETY will respond in writing, either approving or not approving the changes, and may amend the agreement if deemed necessary. Variations which are not known until the conclusion of the project may be submitted with the Financial Documentation; however, the GRANTEE understands that costs may be disallowed if changes are not approved. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement or their successors in office.

B. Cancellation

City of Forest Lake
Veterans Memorial Project
2508-30833

The SOCIETY may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the GRANTEE has materially breached any term or condition of this agreement. GRANTEES will be given a 30-day notice. In lieu of cancellation, GRANTEES may be given proposed remedies to ensure successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the SOCIETY may withhold proceeds of the Grant; demand that the GRANTEE return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the GRANTEE hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the SOCIETY, and that, per Minnesota Session Laws 2023, Chapter 40, Article 4, Section 2, Subdivision 4 the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

MINNESOTA HISTORICAL SOCIETY
345 KELLOGG BOULEVARD WEST
SAINT PAUL, MINNESOTA 55102

CITY OF FOREST LAKE
1408 LAKE STREET S
FOREST LAKE, MINNESOTA

Carolyn Veesper-Egbide (date)
Grants Manager

signature (authorized official)

Mary Green-Toussaint (date)
Contract Manager

(print name)

(print title) (date)



COMMEMORATIVE STATUES, MEMORIALS, AND HISTORIC PRESERVATION PROGRAM

City of Forest Lake
G-MHCG-2508-30833 | \$210,000.00 | CSMHP
Veterans Memorial Project

APPLICANT INFORMATION

Program Organization:	City of Forest Lake
Project Director:	Kyle Young
Authorized Officer:	Mark Statz
Applicant County:	Washington
Applicant Organization Type:	Local/Regional Government
Governance/Board Members:	
Forest Lake City Council Members:	
	Blake Roberts (Mayor), Leif Erickson, Hanna Valento, Jeff Larson, Kevin Miller

PROJECT INFORMATION

Project Title: Veterans Memorial Project

Brief Project Summary:

Project is a centerpiece made of a bronze sculpture that features an American Eagle, a Military man, woman and child as the centerpiece of the Veterans Memorial located at Lakeside Memorial Park.

MINNESOTA HISTORICAL SOCIETY
 COMMEMORATIVE STATUES, MEMORIALS, AND HISTORIC PRESERVATION GRANTS
 APPROVED PROJECT BUDGET

Grantee:	CITY OF FOREST LAKE
MNHS Grant #:	2508-30833
Project:	VETERANS MEMORIAL PROJECT

	Budget Item	Fiscal Year 2026* Grant Amount	Fiscal Year 2027** Grant Amount	Match
1.	Center Sculpture - Materials & More	\$81,162.00		
2.	Center Sculpture - Artist/Engineering	\$18,838.00	\$97,000.00	
3.	Installation		\$3,000.00	
4.	Contingency		\$10,000.00	
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
	TOTAL	\$100,000.00	\$110,000.00	\$0.00

The project period for spending activity is:

- September 01, 2025 to May 01, 2027 for fiscal year 2026*.
- July 01, 2025 to May 01, 2028 for fiscal year 2027**.

STAFF REPORT



MEETING DATE: February 9, 2026

TO: Honorable Mayor Roberts and Members of the City Council

STAFF ORIGINATOR: Jolleen Chaika, Assistant City Administrator

AGENDA ITEM: Hiring Recommendation: Public Works Equipment Operator I

INTRODUCTION:

During the 2026 Budget approval process, the City Council authorized an additional Equipment Operator I position to support the Parks Maintenance division within Public Works. Additionally, the City Council also had authorized the creation of a Deputy Fire Chief position which resulted in an internal recruitment and hire of a Public Works employee. As such, during the recruitment process for the newly added Equipment Operator I position, two conditional offers of employment were made to qualified candidates: Eric Dorschner and Patrick Carpenter.

ANALYSIS:

Eric Dorschner has previously worked for the City as a seasonal employee in the Public Works Department since 2022 and holds a valid CDL. He is currently working at the Lakes Area Language Academy in Forest Lake as a Special Ed Paraprofessional.

The conditional offer of employment to Mr. Dorschner proposes appointment as a Equipment Operator I at Grade 95, Step 1 of the 2026 Salary Scale. The offer also includes a starting bank of vacation time at 20 hours and sick time at 20 hours.

Patrick Carpenter, an Army Veteran, currently works for Walter's Refuse and Recycling and holds a valid CDL.

The conditional offer of employment to Mr. Dorschner proposes appointment as a Equipment Operator I at Grade 95, Step 1 of the 2026 Salary Scale. The offer also includes a starting bank of vacation time at 20 hours and sick time at 20 hours.

RECOMMENDATION:

Staff recommends Council **move to approve the conditional offers of employment to Eric Dorschner and Patrick Carpenter for Equipment Operator Is.**

STAFF REPORT



MEETING DATE: February 9, 2026

TO: Honorable Mayor Roberts and Members of the City Council

STAFF ORIGINATOR: Jolleen Chaika – Assistant City Administrator

AGENDA ITEM: Memorandum of Agreement with MAPE

INTRODUCTION:

The City and MAPE are currently parties to a Collective Bargaining Agreement (CBA) in effect through December 31, 2027. The CBA includes all positions currently covered under the CBA. As the City just hired a new Deputy Fire Chief, and this position is union-eligible, a Memorandum of Agreement has been drafted to include the position with the unit.

RECOMMENDATION:

Staff recommends Council **move to approve the Memorandum of Agreement between the City and MAPE regarding the inclusion of the Deputy Fire Chief into the CBA for MAPE.**

ATTACHMENTS:

Memorandum of Agreement: Deputy Fire Chief

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Forest Lake (hereinafter "City") and Minnesota Association of Professional Employees (hereinafter "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement effective January 1, 2026 through December 31, 2027; and,

WHEREAS, the City has created a new position of Deputy Fire Chief; and,

WHEREAS, the current Union contract does not include the position of Deputy Fire Chief; and,

WHEREAS, the Deputy Fire Chief is a full-time, FLSA-exempt and benefits eligible position; and,

WHEREAS, the City has recruited and approved a hire for the position of Deputy Fire Chief.

NOW THEREFORE, the City and the Union agree as follows:

1. The newly created full-time position of Deputy Fire Chief will be included in the Collective Bargaining Agreement effective through December 31, 2027.
2. The Deputy Fire Chief position is classified at Grade 140 on the 2026 City Salary Schedule and shall be compensated in accordance with that salary schedule at the appropriate step, as determined by the City.
3. The Deputy Fire Chief position is an FLSA-exempt position and is not eligible for overtime compensation, consistent with applicable state and federal law.
4. The Deputy Fire Chief shall be eligible for benefits consistent with the terms and conditions of the Collective Bargaining Agreement.
5. This MOA is non-precedential and shall not be cited as precedent in any future negotiations, grievances, or disputes.
6. This Memorandum of Agreement will be in effect until December 31, 2027 or the successor contract is negotiated.
7. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this ____ day of _____, 2026.

CITY OF FOREST LAKE

Minnesota Association of Professional Employees

Adam Novotny

Business Representative

1.28.20226

Date

Date



STAFF REPORT

MEETING DATE: February 9, 2026

TO: Mayor and City Council

STAFF ORIGINATOR: Jolleen Chaika – Assistant City Administrator

AGENDA ITEM: City of Forest Lake – LELS #326 Collective Bargaining Agreement

INTRODUCTION:

LELS #326's (Sergeants) collective bargaining agreement (CBA) expired on December 31, 2025; under Minnesota law, that CBA remains in effect until a new CBA is ratified. Following Council's authority related to negotiations for the new contract period, staff met with the union in good faith and successfully reached an agreement for the new contract period of January 1, 2026 – December 31, 2028. A contract is attached for review. Changes contemplated in the agreement include:

- **Wage Related:** Wage and other pay adjustments resulting in more marketable pay.
 - o The agreement includes moving 326 membership from the previous LELS #326 wage schedule to the 2026 6-step City-wide salary schedule as adopted by the City Council following the classification and compensation study.
 - o Added Field Training Officer pay consistent with the LELS #111 contract.
 - o Updates to special assignment pay.
 - o Increase in uniform allowance as well as additional uniform items added.
- **Health Benefits:** Updates to contribution levels for 2026-2027, consistent with other bargaining units. The agreement contemplates a reopener for 2028 health benefits.
- **Separation Pay:** Changes to payout of sick time in the event of an employee's death.
- **Paid Leave:** Language to permit top-off by use of sick or vacation time in the event of a paid leave claim.
- **Vacation Accrual:** Vacation accrual updated to be consistent with non-union employees and other bargaining units.

Other changes are included in the attached agreement.

RECOMMENDATION:

Staff recommends Council move **to approve 2026-2028 Agreement between LELS #326 and the City of Forest Lake.**

ATTACHMENTS:

Agreement between LELS #326 and the City of Forest Lake.

LABOR AGREEMENT
BETWEEN THE
CITY OF FOREST LAKE, MINNESOTA
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
(Local #326)

JANUARY 1, 2026, THROUGH DECEMBER 31, 2028

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Article 1 - PURPOSE

This Agreement is hereby made and entered into by and between the City of Forest Lake, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., hereinafter referred to as the Union.

It is the purpose and intent of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

Article 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all police personnel in the following unit:

"All licensed essential Sergeants employed by the City of Forest Lake Police Department, Forest Lake, Minnesota, who are public Employees within the meaning of Minn. Stat. 179A.03 Subd. 14, excluding supervisory confidential and all other Employees."

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Article 3 - DEFINITIONS

- 3.1 Union: Law Enforcement Labor Services, Inc.
- 3.2 Union Member: A member of Local No. 326 of Law Enforcement Labor Services, Inc.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The City of Forest Lake Police Department.
- 3.5 Employer: The City of Forest Lake
- 3.6 Scheduled Shift: A consecutive work period including rest breaks

and a lunch break.

- 3.7 REST BREAKS: Periods during the Scheduled Shift during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.8 Lunch Break: A period during the Scheduled Shift during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.9 Probation Period: All Employees promoted will serve a probationary period of six (6) months when promoted to a rank in which the Employee has not served a probationary period. During the probationary period a promoted Employee may be returned to their previous position at the discretion of the Employer.

Article 4 - EMPLOYER SECURITY

The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal function of the Employer.

Article 5 - EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any "term or condition of employment" not specifically established by this Agreement shall remain solely within the discretion of the Employer to establish, modify or eliminate.

Article 6 - UNION SECURITY

- 6.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate Employees from the bargaining unit to act as Steward and an alternate and shall inform the Employer in writing of such choice and

changes in the position of Steward and/or alternate.

- 6.3 The Employer shall make space available on the Employee bulletin board for posting of Union notice(s) and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provision of this article.

Article 7 - Employee RIGHTS - GRIEVANCE PROCEDURE

- 7.1 **Definition of a Grievance:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 **Union Representatives:** The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by Article 6.2 of this Agreement.
- 7.3 **Processing of a Grievance:** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 **Procedure:** Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:
 - Step 1: An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee supervisor as designated by the Employer. The Employer-designated Representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated. The remedy requested and shall be appealed to Step 2 within ten (10) calendar days

after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 Representative. The Employer-designated Step 2 Representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated Representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 Representative. The Employer-designated Representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated Representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minn. Stat. 626.892. For all other grievances the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY

- A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
- B. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or submission of briefs by the parties,

whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the Arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.
 - D. If the Union files for mediation leading to interest arbitration, the Employer reserves the right to select conventional interest arbitration or final offer issue by issue interest arbitration. By mutual agreement the parties can elect final offer total package interest arbitration.
 - E. If the Employer files for mediation leading to interest arbitration, the Union reserves the right to select conventional interest arbitration or final offer issue by issue interest arbitration. By mutual agreement the parties can elect final offer total package interest arbitration.
- 7.6 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.
- 7.7 CHOICE OF REMEDY: If, as a result of the written Employer response in Step 3 of the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or to Veteran's Preference, if the Employee is a veteran. If appealed to Veteran's Preference the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved Employee shall indicate in writing which procedure is to be utilized Step 4 of Article 7 or Veteran's Preference and shall sign a statement to the effect that the choice precludes the aggrieved Employee from making a subsequent appeal through Step 4 of Article 7.

Article 8 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the

City of Forest Lake. In the event any provision of the Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision(s) shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

Article 9 - SENIORITY

- 9.1 The Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification to include and rank, in order of highest to lowest seniority, all Employees in the bargaining unit. The seniority list shall be accepted as correct if no objection by the Union within 10 days after receipt of it.
- 9.2 **TYPES OF SENIORITY**
There shall be two types of seniority established by the Agreement.
- A. Service Seniority: the total length of continuous service with the City.
 - B. Classification Seniority: the total length of service within a work classification.
- 9.3 During the probationary period a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned Employee may be replaced in the Employee's previous position at the sole discretion of the Employer.
- 9.4 A reduction of work force will be accomplished on the basis of classification seniority. Employees shall be recalled from layoff on the basis of classification seniority. An Employee on layoff shall have an opportunity to return to work within one year of the time of the Employee's layoff before any new Employee is hired.
- 9.5 Vacation time will be bid on the basis of classification seniority.

Article 10 - DISCIPLINE

- 10.1 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms:
- A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge.

- 10.2 Suspension, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. The Employee(s) and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 A five (5) day suspension without pay will be provided in conjunction with a discharge.
- 10.6 An Employee will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 7.

Article 11 - SEVERANCE

- 11.1 Vacation time will be paid on termination.
- 11.2 Sick time will be paid to the Employee's Health Care Savings Plan (HCSP) outlined in Article 24 upon termination as follows:
 - A. After (10) years of service to the City of Forest Lake - sixty percent (60%) of unused sick leave up to a maximum of three hundred sixty (360) hours.
 - B. After fifteen (15) years of service - sixty percent (60%) of unused sick leave to a maximum of four hundred forty (440) hours.
 - C. After twenty (20) years of service - sixty percent (60%) of unused sick leave to a maximum of seven hundred twenty (720) hours.
- 11.3 After twenty (20) years of service an Employee in good standing will receive their duty weapon, including all attachments and modifications.
- 11.4 In the event of the Employee's death, payment due to the employee under this Article shall be paid to the employee's beneficiary or estate and not deposited into the HCSP. In the event of the employee's death prior to ten (10) years of service to the City, sixty percent (60%) of unused sick leave, up to a maximum pro-rata calculation of unused sick leave pursuant to Article 11.2 A, shall be paid to the

Employee's beneficiary or estate.

Article 12 - VACATIONS

- 12.1 Employees shall accrue vacation leave time as determined by the Employee's anniversary date based upon the following schedule:

Forest Lake Vacation Schedule		
Years of Service	Yearly Hours	Pay Period Hours
From 0 years thru 5 years	120	4.6154
After 5 years thru 10 years	160	6.1538
After 10 years thru 15 years	176	6.7692
After 15 years thru 20 years	200	7.6923
After 20 years	216	8.3077

- 12.2 Vacation accrual rates will be applied in January of each year, at the accrual rate that corresponds to each Employee's anniversary date. An Employee is eligible to receive the new accrual rate level in January of the year that the Employee would reach the new level in accordance with the Employee's anniversary date and the above schedules.
- 12.3 Vacation leave will accrue on a bi-weekly basis.
- 12.4 Discretion by the supervisor is allowed in granting the time that vacations may be taken. An Employee may accrue up to a maximum of two hundred sixteen (216) hours of vacation time at any time during the year, The Employee will forfeit any amount exceeding 216 accrued hours, Under special circumstances, such as a prolonged absence due to a work-related injury, the City Administrator or their designee may waive the forfeiture.
- 12.5 Vacation may not be used for the first six (6) months of a newly hired Employee's probationary period, unless special permission from the City Administrator is obtained.

Article 13 - SICKLEAVE

- 13.1 Full-time Employees will earn sick leave at the rate of eight (8) hours per full month worked or on paid leave.
- 13.2 Employees may accrue up to one thousand four hundred and forty (1,440) hours of sick leave at full pay.
- 13.3 Sick leave may be used as provided by law. If time exceeds three (3) consecutive days, the Employee will provide their supervisor with a medical verification of illness.

Employees may use sick leave for the death of a spouse, child or stepchild with the approval of their supervisor. The documentation provisions referenced in the Earned Sick and Safe Time Act (ESST), Minn. Stat. 181.9447, subd. 3(b), shall not apply to paid leave available to an Employee for absences from work in excess of the minimum amount required by ESST.

- 13.4 Pursuant to Minn. Stat. 181.9447, subd. 12, employees are not eligible to utilize leave for the “closure of the employee’s place of business due to weather or other public emergency or an employee’s need to care for a family member whose school or place of care has been closed due to weather or other public emergency” (Minn. Stat. 181.9447, subd. 1 clause 4), if the Employee’s preassigned or foreseeable work duties during a public emergency or weather event would require the employee to respond to such an emergency or event.

Article 14 - LEAVE

- 14.1 City will follow guidelines set out by the Federal Family Medical Leave Act,
- 14.2 City will allow up to one (1) year medical leave. If Employee chooses to be paid for leave, they shall use vacation time first, then use sick leave.
- 14.3 In the event the Employer participates in the Minnesota Paid Family and Medical Leave (PFML) program versus an alternative private plan, effective January 1, 2026, the Employer and Employee will split the premiums for PFML on a 50/50 basis, with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.
- 14.4 Employees may utilize accrued paid sick leave to supplement PFML, not to exceed one hundred percent (100%) of the regular wage of the Employee. In the event sick leave is exhausted, employees may utilize other accrued paid leave to supplement PFML, not to exceed 100% of the regular wage of the employee.

Article 15 -HOLIDAY PAY

- 15.1 Employees shall be paid for twelve (12) holidays per calendar year on or before November 30 of each year, plus two (2) Floating Holidays. Floating holidays are determined by the length of an Employee’s shift.
- 15.2 Employees on the yearly work schedule who are scheduled to work on the following holidays will receive one and one-half (1½) times the Employee’s regular rate of pay or compensatory time for each hour worked on the listed holidays.

New Year's Day
 Martin Luther King Jr.'s Birthday
 Presidents' Day
 Memorial Day

Juneteenth
 Fourth of July
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Christmas Eve Day
 Christmas Day

Article 16 - WORK SCHEDULES

- 16.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each Employee through:
- A. Hours worked on assigned shifts;
 - B. Assigned training;
 - C. Authorized leave time.
- 16.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time or the assigned shifts.
- 16.3 Training Hours - Training shall be paid at a minimum of two (2) hours.
- 16.4 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

Article 17 - CALLS TO DUTY

Calls to duty in excess of regular working hours shall be paid at the rate of time and one-half (1½) the Employee's regular pay for a minimum of three (3) hours.

- 17.1 The following shall be the only reasons considered for call to duty:
- A. Adverse weather conditions call out;
 - B. Critical incident call out;
 - C. Court.

Article 18 - COURT CANCELLATION, JURY DUTY, CIVIL SUBPOENA

- 18.1 If an Employee is scheduled to appear in court, the Employee shall be paid a minimum of three (3) hours at time and one-half (1½), or the equivalent of compensatory time, if the court appearance is canceled within twelve (12) hours of the scheduled court appearance.

- 18.2 The Employer will agree to pay the regular wages for any Employee called to serve on jury duty or as a witness in a civil court proceeding. The Employee will turn over any compensation, except reimbursement for mileage and expenses, received as part of the service to the employer.

Article 19 - OVERTIME

- 19.1 Overtime for all Employees shall be paid at one and one-half (1½) times the Employee's regular rate of pay or compensatory time for hours in excess of the regular Scheduled Shift upon approval of the department head of the overtime worked.
- 19.2 Employees may accumulate up to a maximum of eighty (80) hours of compensatory time. Unused accrued compensatory time at the end of each calendar year may be carried over to the next calendar year. An Employee may convert up to fifty (50) hours of compensatory time to a one-time cash payment, which would be paid along with the holiday paycheck (see Article 15).
- 19.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Article 20 - UNIFORM ALLOWANCE

- 20.1 Full-time Employees shall receive a lump sum payment of one thousand one hundred (\$1,100) dollars in 2026, one thousand two hundred (\$1,200) dollars in 2027, and one thousand three hundred (\$1,300) dollars in 2028 to use for the purchase of uniforms. The lump sum payment will be made no later than the last day of March and will be issued in a separate check. Applicable taxes and withholdings will be deducted.
- 20.2 The Employer will furnish to full-time Employees a full uniform and the equipment as listed in Appendix C of this labor agreement. Beginning full-time Employees shall not receive the uniform allowance as listed in Article 20.1 until after completion of their probationary period with the City. Said Employee after completing their probationary period with the City shall receive a pro-rata uniform allowance for the remainder of the year. The City shall replace any items contained in Appendix C if the item was damaged in the line of duty. The City shall clean any items subject to biohazard damage in the line of duty. The City shall provide an initial issue of any newly required uniform items.
- 20.3 Members of SRT will receive an additional two hundred (\$200) dollars for uniform allowance.

Article 21 - FALSE ARREST INSURANCE

All full-time Sergeants shall be insured against the charge of false arrest and the City shall pay the premium in full.

Article 22 - BONDING

All bonds required for Employees in the performance of their duties shall be paid for by the City,

Article 23- HEALTH AND DENTAL INSURANCE

23.1 The Employer will contribute up to a maximum of one thousand four hundred and fifteen (\$1,415) dollars per month for calendar year 2026, one thousand four hundred and forty (\$1,440) dollars per month for calendar year 2027, on a pro rata basis per qualified Employees for group single health and life insurance.

The Employer will contribute up to a maximum of one thousand five hundred and sixty-five (\$1,565) dollars per month for calendar year 2026, one thousand six hundred fifteen (\$1,615) dollars per month for calendar year 2027, on a pro rata basis per qualified Employee for group health and life insurance, for coverage tiers including dependent coverage with the exception of single coverage.

A qualified Employee is one regularly scheduled to work by the Employer for twenty (20) hours or more per week.

In the event the health insurance premium increases more than 20% in 2027, there shall be a reopener of Article 23.1 of this Agreement.

For 2028, there shall be a health insurance reopener for Article 23.1 of this Agreement.

The Employer will commence a City-wide Labor Management Insurance committee.

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as comply with the Act and avoid any penalties, taxes or fines for the Employer.

23.2 The Employer will contribute up to a maximum of one hundred seventy-five (\$175) dollars per month for calendar years 2026, 2027, and 2028 on a pro rata basis per qualified Employee for group dental insurance, including dependent

coverage. A qualified Employee is one regularly scheduled to work by the Employer for twenty (20) hours or more per week,

- 23.3 After thirty (30) years of employment with the City of Forest Lake, the Employee who was hired prior to January 1, 2010, and retires from the City may continue in the Employer's group medical-hospitalization insurance plan, with the same Employer coverage towards premium as eligible active Employees. The Employee's right for Employer-contribution towards premium in such group insurance will be discontinued at the end of the month after ten (10) years of retirement. If the Employee becomes eligible for Medicare during the ten-year benefit period, the Employer will contribute toward the cost of a Medicare supplement plan of the Employee's choice, up to the amount of the Employer contribution towards the health insurance premium, in lieu of the group health coverage.

Article 24 - HEALTH CARE SAVINGS PLAN

- 24.1 The employer will sponsor a Post Employment Health Care Savings Plan (HCSP), which will allow Employees to utilize pre-tax dollars to help defray the cost of medical expenses and health-related insurance premiums after the Employee leaves employment.
- 24.2 Any Employee who is eligible to accrue sick and vacation leave benefits will be required to participate in the plan.
- 24.3 Sick time, as calculated pursuant to Article 11, at the time of separation from employment will be deposited into the plan unless prohibited by the plan due to employee death. In addition, each Employee will be required to deposit \$75 per pay period into the plan. Beginning January 1, 2026, the Employer will contribute twenty-five (\$25) dollars per month into the Employee's HCSP account.
- 24.4 If an Employee qualifies for post-employment paid medical benefits, the employer will deposit annually into the Employee's health care savings account, at the beginning of each year, an amount sufficient to pay the employer's portion of the medical premiums that the Employee is eligible to receive for that year. The Employee will be responsible for the payment of the premiums, whether the arrangement is COBRA, Minnesota Continuation (Chapter 48-8 62A), Medicare, or private insurance.

Article 25 - FUNERAL LEAVE

Funeral leave shall be allowed as follows:

Five days in each case of the death of:

- Employee's parents or stepparents;

- Employee's spouse, or person regarded as such;
- Employee's children, stepchildren or foster children;

Three days in each case of the death of:

- Employee's siblings or stepsiblings;
- Employee's grandparents or step-grandparents;
- Employee's grandchildren or step-grandchildren;
- Parents or stepparents of the Employee's spouse or person regarded as such;
- Siblings or stepsiblings of the Employee's spouse or person regarded as such;

One day in each case of the death of:

- Employee's aunt, uncle, niece, or nephew, including step relations;
- Grandparents or step-grandparents of the Employee's spouse or person regarded as such;
- Grandchildren or step-grandchildren of the Employee's spouse or person regarded as such.

Funeral leave will be at the Employee's regular rate of pay and shall not be counted against the Employee's accrued sick leave. Upon approval of the supervisor, the Employee may choose to use sick or vacation leave to extend the funeral leave. The City Administrator may require the Employee to submit proof of death, such as a funeral card or obituary notice. The City Administrator may determine the length of leave for any case not meeting the above guidelines.

Article 26 - LIFE INSURANCE

The Employer shall provide fifty thousand (\$50,000.00) dollars in life insurance for the Employee.

Article 27 - P.O.S.T. LICENSE FEE

The Employer will pay officers P.O.S.T. license fee.

Article 28 - LONG TERM DISABILITY

The Employer will reimburse Employees for long-term disability insurance premiums.

Article 29 – EDUCATIONAL

29.1 Educational and conference tuition, fees, per diem and related expenses shall be paid on a case-by-case basis by the Employer.

29.2 For all conferences and seminars, only actual out-of-pocket expenses shall be

paid by the Employer if receipts are provided by the Employee to substantiate the claim.

- 29.3 Non-routine schooling or conference requests shall be referred to the Employer for prior approval.
- 29.4 The Employer will provide tuition/educational assistance in accordance with the policy attached to this Agreement as Appendix B.

Article 30 - FLEXIBLE SPENDING ACCOUNT

The Employer shall establish and maintain a voluntary salary reduction program, which permits Employees to pay medical, dental and daycare expenses on a pre-tax basis.

Article 31 - INJURY ON DUTY LEAVE

- 31.1 An Employee acting within the limits of the authority established by the Employer, who receives a disabling injury during the performance of assigned official duties performing acts required by law, and wherein it has been determined that the Employee has not contributed to the cause of the injury through negligence, judgmental decision, out of wrongful or willful or wanton neglect of duty or other action or inaction, may be granted leave with pay for any period of disability provided that such leave with pay shall not exceed three hundred sixty (360) hours. Such disabling injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the Employer together with supporting documentation including appropriate physician(s) report. Such leave, if granted, shall not be charged to normal sick leave.
- 31.2 Injury on Duty pay shall be paid at the Employee's current pay rate,
- 31.3 The Article 14 leave benefits and workers' compensation benefits shall apply to any Employee who receives workers' compensation benefits while on injury on duty leave. In no case shall the total weekly compensation received by the Employee, including leave and workers' compensation benefits, exceed the weekly base after tax take-home base pay rate. Any Employee, who by reason of illness or injury received workers' compensation benefits, may take one of the following courses of action:
- A. Retain the workers' compensation payment and receive from the Employer a sum equal to the difference between the Employee's normal net pay and the amount of the workers' compensation payment. The first 360 hours of the payment made by the employer will be deducted from the injury on duty leave bank established in Article 31.1. Upon exhaustion of the 360

hours of injury on duty pay, the Employee may use accrued vacation or sick leave to supplement the workers' compensation payment. Both payments will be subject to State statutes and PERA rules regarding workers' compensation. Generally, the portion of the pay received as the workers' compensation payment is not taxable and is not subject to PERA deductions or benefits. The remaining wages that are received in the form of a paycheck from the employer are subject to income taxes and PERA deductions and benefits. Typically, the Employee's service credit for PERA purposes would be maintained throughout the workers' compensation period due to the contributions from the Employee and employer:

- B Retain the workers' compensation payments and utilize the 360 hours of injury on duty pay, then decline to receive from the employer additional benefits from accrued sick and vacation leave. An Employee choosing to utilize this alternative must request and be granted a leave of absence. Service credit for PERA purposes would be impacted.

Article 32 - WAIVER

- 32.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 32.2 The Parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contact was negotiated or executed.

Article 33 – FTO PAY

Employees assigned by the Chief of Police as a Field Training Officer(s) (FTO) for a new Police Officer(s) will receive an additional seven (\$7.00) dollars per hour over the regular rate of pay when performing FTO functions and responsibilities for a new Police Officer(s). This provision shall not apply when a Sergeant is training a new Sergeant. This provision shall sunset effective December 31, 2028.

Article 34 – DETECTIVE SERGEANT STIPEND

- 34.1 Upon appointment by the Chief of Police to the special assignment of Detective Sergeant, the Employee shall receive a stipend of two hundred seventy-five (\$275.00) dollars per month, in addition to the Employee’s regular wages.
- 34.2 If the Employer agrees to increase the detective stipend for employees represented by the Forest Lake PD Local #111 bargaining unit at any time during the term of this Agreement, the Detective Sergeant stipend shall be increased in an identical amount and on the same effective date.

Article 35 - DURATION

This Agreement shall remain in full force and effect from January 1, 2026, through December 31, 2028. Either party desiring a change or modifications of the Agreement shall provide written notice of such desire to change at least sixty (60) days prior to expiration of the Agreement.

FOR THE CITY OF FOREST LAKE

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

APPENDIX A**SERGEANT'S PAY SCHEDULE: 2026-2028**

Adoption of the new 2026 6-step Salary Schedule, attached hereto as Addendum A, effective January 1, 2026.

- A. Employees will be placed in grade 130 and on their same step.
- B. Employees who are eligible for a step increase shall then receive their step increase on January 1, 2026.
- C. Effective January 1, 2027, there shall be a three (3.0%) percent general wage increase.
- D. Employees who are eligible for a step increase shall then receive their step increase on January 1, 2027.
- E. Said implementation is outlined on the attached Addendum B. In the event that there is a rounding difference between the attached and payroll, payroll shall govern.
- F. Effective January 1, 2028, there shall be a three (3.0%) general wage increase.
- G. Employees who are eligible for a step increase shall then receive their step increase on January 1, 2028.
- H. Longevity:
 - i. At Year ten (10), Employees shall receive an additional two (2.0%) applied to base wage.
 - ii. At Year fifteen (15): Employees shall receive an additional two (2.0%) applied to Year 10 longevity-adjusted wage (compounded).
- I. Education: Sergeants who have obtained a Master's Degree shall receive an additional three (3%) salary included on top of base wage and longevity (compounded).

APPENDIX B

TUITION REIMBURSEMENT/EDUCATION ASSISTANCE

The Employer encourages its Employees to enroll in job related educational programs and may provide support through tuition reimbursement. This does not include reimbursement for textbooks or study materials.

Requirements: In order for a class to qualify for reimbursement, the following conditions must be met:

- A. The class/course must be job-related;
- B. The class/course must be taken from an accredited institution of higher learning or vocational-technical school;
- C. The class/course must be approved by the City Administrator prior to enrolling; The Employee must receive a passing grade (C or better) in order to receive reimbursement;
- D. The Employee must complete a Tuition Reimbursement form and provide a brief course outline;
- E. After the class/course has been completed, the Employee must provide a photocopy of the grade form and the original receipt for tuition;
- F. The Employee must remain with the City for one (1) year after completing the class/course, or reimburse the City for the total cost of any class taken in the previous one (1) year period; and
- G. The Employee must notify the City by July 1st of the prior year.

Forms: Tuition Reimbursement forms are available from the Finance Director. A photocopy of the completed Tuition Reimbursement form will be placed in the Employee's personnel file.

Limit: No Employee may receive in excess of two thousand (\$2,000) dollars tuition reimbursement in any one calendar year. The City Council may waive this limitation in unusual circumstances where it is determined that there is a justifiable City need for an Employee to take additional schooling.

APPENDIX C**UNIFORM LIST**

1. 3 pair Navy Blue Pants
2. 3 pair Navy Blue Long Sleeve Shirts
3. 3 pair Navy Blue Short Sleeve Shirts
4. 1 Dress Hat with Rain Cover
5. 1 winter Stocking Hat with gold "POLICE" in front
6. 1 Bullet Proof Vest
7. 1 set of Sergeant Rank Collar Brass
8. 2 Shirt Badges
9. 1 Hat Badge
10. 1 Winter Jacket "Blauer" style or cash equivalent towards Leather.
11. 1 pair of Gloves
12. 1 gold Tie Tac
13. 2 Navy Blue Ties
14. 1 pair of Black Boots or Black Shoes
15. 1 Rain Coat
16. 1 Department Issued Weapon
17. 3 Department issued Magazines for Duty Weapon
18. 1 Inner hook & loop closure Belt
19. 1 Outer Belt
20. 1 Key Holder
21. 1 Chemical Spray
22. 1 Chemical Spray Holder
23. 1 set of Handcuffs
24. 1 Handcuff Key
25. 1 Flashlight
26. 1 Flashlight Holder
27. 1 Latex Glove Holder
28. 4 Belt Keepers Gold, Black or Hidden Snap
29. 1 Expandable Baton (16"-26")
30. 1 Expandable Baton Holder
31. 1 Gear / Squad Bag
32. 1 Tourniquet
33. 1 Tourniquet Holder
34. 1 Radio Holder
35. 1 Taser Holder
36. 1 Weapon-Mounted Light

ADDENDUM A

2026 Salary Schedule

Pay Grade						
	1	2	3	4	5	6
80	\$26.04	\$27.08	\$28.16	\$29.29	\$30.46	\$31.68
85	\$28.12	\$29.24	\$30.41	\$31.63	\$32.90	\$34.22
90	\$30.37	\$31.58	\$32.84	\$34.15	\$35.52	\$36.94
95	\$32.80	\$34.11	\$35.47	\$36.89	\$38.37	\$39.90
100	\$35.42	\$36.84	\$38.31	\$39.84	\$41.43	\$43.09
105	\$38.25	\$39.78	\$41.37	\$43.02	\$44.74	\$46.53
110	\$41.31	\$42.96	\$44.68	\$46.47	\$48.33	\$50.26
115	\$44.61	\$46.39	\$48.25	\$50.18	\$52.19	\$54.28
120	\$48.18	\$50.11	\$52.11	\$54.19	\$56.36	\$58.61
125	\$52.04	\$54.12	\$56.28	\$58.53	\$60.87	\$63.30
130	\$56.19	\$58.44	\$60.78	\$63.21	\$65.74	\$68.37
135	\$60.69	\$63.12	\$65.64	\$68.27	\$71.00	\$73.84
140	\$65.54	\$68.16	\$70.89	\$73.73	\$76.68	\$79.75
145	\$70.79	\$73.62	\$76.56	\$79.62	\$82.80	\$86.11
150	\$76.44	\$79.50	\$82.68	\$85.99	\$89.43	\$93.01
155	\$82.56	\$85.86	\$89.29	\$92.86	\$96.57	\$100.43

ADDENDUM B

INITIALS	2025 Pay Grade	2025 Step	Longevity	2025 Pay Rate (Hourly) 12/31/25	Pay Grade effective 1/1/26	2026 Step effective 1/1/26	Hourly rate effective 1/1/26*	Pay With Longevity*	New Step as a result of Step Movement on 01/01/2026	Rate of Pay on 01/01/2026 After Step*	Pay With Longevity*	Percent Increase 12/31/25 -1/1/26	2025 Wages vs. 2026 Wages
JG	13	4	L15	\$59.76	130	4	\$61.55	\$64.04	5	\$65.74	\$68.40	10.01%	\$8.64
TC	13	3	L10	\$53.99	130	3	\$55.61	\$57.86	4	\$63.21	\$64.47	17.08%	\$10.48
BD	13	5	L15	\$61.00	130	5	\$62.83	\$65.37	6	\$68.37	\$71.13	12.08%	\$10.13
MR	13	5	L15	\$61.00	130	5	\$62.83	\$65.37	6	\$68.37	\$71.13	12.08%	\$10.13
NK	13	4	L15	\$58.02	130	4	\$59.76	\$62.17	5	\$65.74	\$68.40	13.31%	\$10.38
												12.91%	

DISCLAIMER: wage rates are included for illustration purposes. Payroll makes the final determination on calculations, including any rounding differences.

Longevity application under study:

2% added on to current step at 10 years and an additional 2% added on to current step at 15 years

*Additional Pay/Special Assignments not included in wage rate listed above

STAFF REPORT



MEETING DATE: February 9, 2026

TO: Honorable Mayor Roberts and Members of the City Council

STAFF ORIGINATOR: Jolleen Chaika, Assistant City Administrator

AGENDA ITEM: Data Practices Policies Update

INTRODUCTION:

The City maintains Data Practices Policies to ensure compliance with the Minnesota Government Data Practices Act (Minn. Stat. Chapter 13) and to provide clear guidance to staff and the public regarding access to government data. Periodic review and updates are recommended to reflect operational needs, staffing structures, and best practices for public access.

Staff have conducted a review of the City's current Data Practices Policies and identified areas where updates would improve efficiency, clarity, and public service while maintaining statutory compliance.

ANALYSIS:

The proposed policy updates include the following key changes:

1. Expansion of Data Practices Designees

The updated policy expands the list of individuals authorized to act as data practices designees on behalf of the Responsible Authority. This change is intended to:

- Improve response times to data requests;
- Provide operational flexibility during staff absences; and
- Better align the policy with current departmental workflows.

All designees would continue to be required to follow City procedures and applicable state law when responding to data requests.

2. Modification of Data Request Fees for Small Requests

The proposed policy revises the fee schedule to reduce or eliminate charges for data requests involving fewer than 25 pages. This change is intended to:

- Reduce administrative burden associated with billing small requests;
- Improve public access to government data;
- Align City practice with common municipal approaches across Minnesota.

Fees for larger, more complex, or staff-intensive requests would remain unchanged and consistent with statutory allowances.

The proposed updates remain consistent with Minn. Stat. Chapter 13 and do not alter the City's obligations regarding data classification, response timelines, or access rights. The updates are intended to improve implementation and administration of existing legal requirements.

RECOMMENDATION:

Staff recommend adoption of the updated Data Practices Policies as presented.

ATTACHMENTS:

- City of Forest Lake Data Practices Policy for Data Subjects
- City of Forest Lake Data Practices Policy for the Public



City of Forest Lake Data Practices Policy for Data Subjects

Data about you

The Government Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

Classification of data about you

The Government Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

Public data

We must give public data to anyone who asks. It does not matter who is asking for the data or why the person wants the data. The following is an example of public data about you: Your name on a city issued license.

Private data

We cannot give private data to the general public, but you can have access to private data when the data are about you. We can share your private data with you, with someone who has your permission, with our government entity staff who have a work assignment to see the data, and to others as permitted by law or court order. The following is an example of private data about you: Your social security number.

Confidential data

Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. We can share confidential data about you with our government entity staff who have a work assignment to see the data, and to others as permitted by law or court order. We cannot give you access to confidential data. The following is an example of private data about you: The identity of a subject of an active criminal investigation.

Your rights under the Government Data Practices Act

This government entity must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

Access to your data

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

When we collect data from you

When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennessean warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want the City of Forest Lake to release data to another person, you must provide written consent.

Protecting your data

The Government Data Practices Act requires us to protect your data. The City of Forest Lake has established appropriate safeguards to ensure that your data are safe.

In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.

When your data are inaccurate and/or incomplete

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to make a request for your data

You can look at data, or request copies of data that this government entity keeps about you, your minor children, or an individual for whom you have been appointed legal guardian. Make your request for data to the appropriate individual listed in the Data Practices Contacts on page 6.

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

- You are making a request, under the Government Data Practices Act (Minnesota Statutes, Chapter 13), as a data subject, for data about you.
- Whether you would like to inspect the data, have copies of the data, or both.
- A clear description of the data you would like to inspect or have copied.
- Identifying information that proves you are the data subject, or data subject's parent/guardian.

This government entity requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity located on page 9.

How we respond to a data request

Once you make your request, we will work to process your request.

- If it is not clear what data you are requesting, we will ask you for clarification.
- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
 - Arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - Provide you with copies of the data within 10 business days. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is on page 7.

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

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

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement (for example, if the data you request are on paper only, we are not required to create electronic documents to

respond to your request). If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

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

Data Practices Contacts

Responsible Authority

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

Data Practices Compliance Official

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

Data Practices Designee(s)

Administration/Finance/Public Works.....	Amanda Milks
Building.....	John Marshall
Zoning/Planning.....	Dawn Bugge
Police Department.....	Shelly Smith
Fire Department.....	Mike Swenson

Copy Costs – Data Subjects

The City of Forest Lake charges data subjects for copies of government data. These charges are authorized under Minnesota Statutes, section 13.04, subdivision 3. You must pay for copies before they are released to you.

0 – 25 pages

No fees will be assessed.

26 - 100 or fewer paper or electronic copies – 25 cents per page

26 - 100 or fewer pages of black and white, letter or legal-size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy. 25¢ per page for electronic copies.

Most other types of copies – actual cost

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

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

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

Data Request Form – Data Subjects

A. COMPLETED BY REQUESTOR

You must show proof of identity to request data as a data subject.

REQUESTER NAME (Last, First, MI):	DATE OF REQUEST:
	REQUEST TYPE: <input type="checkbox"/> IN-PERSON <input type="checkbox"/> PHONE <input type="checkbox"/> MAIL
STREET ADDRESS:	PHONE NUMBER:
CITY, STATE, ZIP CODE:	SIGNATURE:
DESCRIPTION OF THE INFORMATION REQUESTED:	

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

B. COMPLETED BY DEPARTMENT

DEPARTMENT NAME:	REQUEST HANDLED BY:
METHOD OF RESPONSE: <input type="checkbox"/> IN-PERSON <input type="checkbox"/> PHONE <input type="checkbox"/> MAIL <input type="checkbox"/> FAX	INFORMATION CLASSIFIED AS: <input type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE <input type="checkbox"/> NON-PUBLIC <input type="checkbox"/> CONFIDENTIAL <input type="checkbox"/> PROTECTEDNON-PUBLIC
ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED INPART (Explain below) <input type="checkbox"/> DENIED(Explain below)	
IDENTITY VERIFIED FOR PRIVATE INFORMATION: <input type="checkbox"/> IDENTIFICATION <input type="checkbox"/> COMPARE SIGNATURE ON FILE <input type="checkbox"/> PERSONAL KNOWLEDGE <input type="checkbox"/> OTHER	

C. COMPLETE WHEN FEES ARE ASSESSED

PHOTOCOPYING CHARGES: <input type="checkbox"/> NONE <input type="checkbox"/> X <u>0.25</u> = (# OF PAGES)	FEES: (Complete Cost Calculation)	
TOTAL AMOUNT DUE: \$	RECEIVED BY:	DATE:
AUTHORIZED SIGNATURE:		

Standards for Verifying Identity

The following constitute proof of identity.

- An adult individual must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID
- A minor individual must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota Tribal ID
 - a Minnesota school ID
- The parent or guardian of a minor must provide a valid photo ID and either
 - a certified copy of the minor's birth certificate or
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - a court order relating to divorce, separation, custody, foster care
 - a foster care contract
 - an affidavit of parentage
- The legal guardian for an individual must provide a valid photo ID and a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - court order(s)
 - valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide either notarized or certified copies of the documents that are required or an affidavit of ID.

Notice of Adoption of Model Policies

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

[Minnesota Statutes, section 13.073, subd. 6](#), requires the Commissioner of Administration to prepare [model policies and procedures](#) to help government entities comply with those requirements. Entities

that choose to adopt the Commissioner's model policies must notify the Commissioner. Please use the following statement to notify the Commissioner if you choose to adopt the model policies and procedures.*

Notice to Commissioner of Administration: Adoption of Model Policies

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

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

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



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

Right to access public data

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

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

How to make a data request

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

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

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

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

How we respond to a data request

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

- If it is not clear what data you are requesting, we will ask you for clarification.
- If we have the data, but the data are not public, we will notify you as soon as reasonably possible and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - Arrange a date, time, and place to inspect data, for free, if your request is to

- look at the data; or,
- Provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD or DVD) upon request if we keep the data in electronic format.

Information about copy charges is on page 5.

We will provide you notice about pre-payment requirements.

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

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

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

Requests for summary data

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

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

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

Data Practices Contacts

Responsible Authority

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

Data Practices Compliance Official

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

Data Practices Designee(s)

Administration/Finance/Public Works.....	Amanda Milks
Building.....	John Marshall
Zoning/Planning.....	Dawn Bugge
Police Department.....	Shelly Smith
Fire Department.....	Mike Swenson

Copy Costs – Members of the Public

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

0 – 25 pages

No fees will be assessed.

For 100 or fewer paper copies – 25 cents per page

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

Most other types of copies – actual cost

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

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

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

Data Request Form – Members of the Public

A. COMPLETED BY REQUESTOR

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

REQUESTER NAME (Last, First, MI):	DATE OF REQUEST:
STREET ADDRESS:	REQUEST TYPE: <input type="checkbox"/> IN-PERSON <input type="checkbox"/> PHONE <input type="checkbox"/> MAIL
CITY, STATE, ZIP CODE:	PHONE NUMBER:
SIGNATURE:	
DESCRIPTION OF THE INFORMATION REQUESTED:	

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

B. COMPLETED BY DEPARTMENT

DEPARTMENT NAME:	REQUEST HANDLED BY:
METHOD OF RESPONSE: <input type="checkbox"/> IN-PERSON <input type="checkbox"/> PHONE <input type="checkbox"/> MAIL <input type="checkbox"/> FAX	INFORMATION CLASSIFIED AS: <input type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE <input type="checkbox"/> NON-PUBLIC <input type="checkbox"/> CONFIDENTIAL <input type="checkbox"/> PROTECTEDNON-PUBLIC
ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED: INPART (Explain below) <input type="checkbox"/> DENIED(Explain below)	
IDENTITY VERIFIED FOR PRIVATE INFORMATION: <input type="checkbox"/> IDENTIFICATION <input type="checkbox"/> COMPARE SIGNATURE ON FILE <input type="checkbox"/> PERSONAL KNOWLEDGE <input type="checkbox"/> OTHER	

C. COMPLETE WHEN FEES ARE ASSESSED

PHOTOCOPYING CHARGES: <input type="checkbox"/> NONE <input type="checkbox"/> X 0.25 = (# OF PAGES)	FEES: (Complete Cost Calculation)	
TOTAL AMOUNT DUE: \$	RECEIVED BY:	DATE:
AUTHORIZED SIGNATURE:		



Notice of Adoption of Model Policies

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

[Minnesota Statutes, section 13.073, subd. 6](#), requires the Commissioner of Administration to prepare [model policies and procedures](#) to help government entities comply with those requirements. Entities

that choose to adopt the Commissioner's model policies must notify the Commissioner. Please use the following statement to notify the Commissioner if you choose to adopt the model policies and procedures.*

Notice to Commissioner of Administration: Adoption of Model Policies

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

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

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



STAFF REPORT

MEETING DATE: February 9, 2026

STAFF ORIGINATOR: Kyle Young, Parks and Recreation Coordinator

AGENDA ITEM: Veterans Memorial Sculpture Agreement

INTRODUCTION:

The Veterans Memorial Committee (VMC) is well underway toward completing the Veterans Memorial Project at Lakeside Memorial Park. City staff dedicated significant time to completing grant application materials for the Minnesota Historical Society (MNHS), resulting in the VMC being awarded a \$210,000 grant. These funds will be used toward the cost of the Center Sculpture, which represents the final major component of the overall memorial project to date. As part of this project, the VMC explored options for artists qualified to produce the Center Sculpture, as this is a highly specialized and unique request. The VMC identified and evaluated two qualified contractors capable of producing the desired centerpiece.

ANALYSIS:

The project is initially funded through the Parks Fund, with the VMC reimbursing all eligible costs to the Parks account once grant funds are received. The City works directly with MNHS on behalf of the VMC to ensure all grant requirements are met, allowing the City to expend funds and receive proper reimbursement.

The VMC interviewed both artist teams and reviewed their submitted proposals and cost estimates. While the total project costs between the two candidates were comparable, the VMC determined that one artist team was a stronger overall fit for the vision, scope, and goals of the project.

To formally initiate a project of this scale, both the City and the selected artist require a contract to ensure clear expectations and protection for all parties. The proposed agreement was prepared by the City Attorney and has been reviewed and accepted by the selected artist.

The Parks and Recreation Commission has reviewed and recommended City Council approval.

RECOMMENDATION:

Staff recommends City Council to make a **“motion to approve the proposed Veterans Memorial Sculpture Agreement”**

ATTACHMENT:

Veterans Memorial Sculpture Agreement

VETERANS MEMORIAL SCULPTURE AGREEMENT

THIS VETERANS MEMORIAL SCULPTURE AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2026 (“Effective Date”) by and between the City of Forest Lake, a Minnesota municipal corporation (“City”), and Nick Legeros Inc., a Minnesota S-Corporation company (“Artist”) (collectively “Parties”).

WHEREAS, City is the owner of a public park known as Lakeside Memorial Park which is situated on property in Washington County, Minnesota legally described as follows:

All those parts of Lots 6 through 15, Block 26, Forest Lake lying easterly of the easterly line of 1st Street Northeast in the City of Forest Lake, Washington County, Minnesota.

and

All those parts of Lots 1 through 4, Block 26, Forest Lake lying easterly of the easterly line of 1st Street Southeast and northerly of the northerly line of the plat of West Port in the City of Forest Lake, Washington County, Minnesota

(“Lakeside”); and

WHEREAS, the City has requested the construction of a centerpiece bronze sculpture (“Sculpture”), for the Veterans Memorial site within Lakeside; and

WHEREAS, the Parties desire to enter into an agreement for the Sculpture design, creation delivery and installation.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **TERM:** This Agreement shall commence as of the Effective Date and remain in effect until the Sculpture is installed.
2. **SCOPE OF WORK:** The Artist shall provide all labor, materials, fabrication, casting, finishing, delivery, and installation necessary to complete the Sculpture in accordance with the terms of this Agreement.
 - a. Cost of Services: The total cost of the Sculpture shall not exceed Two Hundred and Ten Thousand Dollars (\$210,000), which price shall include all labor, delivery, and installation costs. Payment shall be made in installments as follows:
 - i. Sixty-Seven Thousand Dollars (\$67,000) shall be due upon execution of this Agreement to begin armatures and original clay work.
 - ii. Sixty-Seven Thousand Dollars (\$67,000) shall be due upon the City’s approval of the completed clay sculpture.
 - iii. Seventy-Six Thousand Dollars (\$76,000) shall be due upon delivery and installation of the completed Sculpture.

- b. Project Timeline: The Artist shall complete the Sculpture by May 1, 2027, barring unforeseen circumstances beyond the Artist's control.
 - i. The City may store the completed Sculpture at a City-designated location if necessary; however, the Artist shall be responsible for any costs associated with additional relocation or handling of the Sculpture.
 - c. Design Review and Changes: The City may provide feedback throughout the creation process to enhance the quality and appearance of the Sculpture. Any change that requires alteration to the full-size armature or introduction of new elements beyond the approved design shall require a written change order approved by both Parties. Such changes may result in additional costs and/or schedule adjustments.
 - d. Ownership: Upon final payment, the completed Sculpture shall become the property of the City. The Artist retains all applicable copyrights consistent with standard public art practices unless otherwise agreed in writing.
- 3. TERMINATION OF AGREEMENT**: Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the Parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Artist may terminate this Agreement in the event of a breach of the Agreement by the City, upon providing 30 days' written notice to the City and if the City's breach remains uncured; (3) the City may terminate this Agreement at any time at its option, with or without cause. In the event of termination, a report to the City of work done to date shall be made available to the City, and Artist will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. All provisions of this Agreement allocating responsibility or liability between the City and Artist shall survive the completion of the services hereunder and/or termination of this Agreement.
- 4. INDEPENDENT CONTRACTOR**: All services provided pursuant to this Agreement shall be provided by the Artist as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of the Artist, or any other person engaged by the Artist in the performance of work or services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of the Artist, its officers, employees, subcontractors, or agents, or other persons engaged by the Artist in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the City. The Artist, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.
- 5. INDEMNIFICATION**: To the fullest extent permitted by law, the Artist, and any and all officers, employees, subcontractors, and agents of the Artist, or any other person engaged by the Artist in the performance of work or services pursuant to this Agreement, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Artist, its officers, employees, subcontractors, and agents, or any other person engaged

by the Artist in the performance of work or services pursuant to this Agreement, any willful misconduct occurring during the term hereof with respect to services provided by the contracting party, or the Artist's failure to perform the services required in this Agreement. In no event shall the City be liable to the Artist for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver of limitation of any immunity of limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise.

6. INSURANCE:

a. Workers' Compensation Insurance

The Contractor is required to maintain Workers' Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota.

b. Commercial General Liability Insurance

The Contractor is required to maintain Commercial General Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage, which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$4,000,000 – annual aggregate
- \$4,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability

The City, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured using ISO Form CG 20 10 or equivalent for Ongoing Operations and ISO Form CG 20 37 or equivalent for Products/Completed Operations.

c. Business Automobile Liability Insurance

The Contractor is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage

- The following coverages shall be included: Owned, Hired, and Non-owned Automobiles.

d. Professional Liability/Errors & Omissions Insurance

The Contractor is required to maintain Professional Liability Insurance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$4,000,000 annual aggregate

e. Additional Insurance Conditions

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the contract.
- Prior to commencement of work under the Agreement, the Contractor shall furnish the City with Certificates of Insurance providing acceptable proof of required insurance coverage.
- The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
- The Contractor is responsible to review and ensure all subcontractors comply with the insurance provisions contained herein and said insurance is maintained as specified.
- No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor under the contract.

7. **AGREEMENT COMPLIANCE:** Prior to the processing of any and all payments to the Artist pursuant to this Agreement, the City and the Artist shall comply with regulations related to the completion and filing of W-9 forms and other IRS and Minnesota Department of Revenue tax forms.
8. **CONFLICT OF INTEREST:** The Artist shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.
9. **THIRD PARTY RIGHTS:** The Parties do not intend to confer on any third party any rights under this Agreement.
10. **NOTICES:** Any notices given under this Agreement by either party to the other shall be by email or in writing and may be effected by email verification, by personal delivery with signed receipt, or by registered or certified mail with postage prepaid and return receipt requested. Notice delivered through email, personally, or by mail will be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed to and sent to the address below:

City of Forest Lake

ATTN: Mark Statz

Blue Ribbon Studios

Nick Legeros

1408 Lake St. S
Forest Lake, MN, 55025

84 14th Ave NE
Minneapolis, MN 55413

11. MISCELLANEOUS PROVISIONS:

- a. Entire Agreement. This Agreement is intended by the Parties as a final expression of their agreement, which cancels, supersedes, and revokes all prior negotiations, representation and agreements between the Parties, whether oral or written, relating to the subject matter of this Agreement.
- b. Modifications. This Agreement can only be modified in writing signed by the City and the Artist.
- c. Data Practices Act Compliance. To the extent Minn. Stat. §13.05 Subd. 5 applies, all of the data created, collected, received, stored, used, maintained, or disseminated by the Artist in performing their services under the Agreement is subject to the requirements of Minnesota Statutes Chapter 13 and the Artist must comply with those requirements as if it were a government entity. Upon termination of this Agreement, Artist agrees to return data to the City as requested by the City. The obligations of this section of the Agreement shall survive the termination of this Agreement and shall continue so long as the data exists.
- d. Audit. Pursuant to Minn. Stat. §16C.05, Subd. 5, the Artist agrees that the books, records, documents, and accounting procedures and practices of the Artist or other party, that are relevant to the Agreement or transaction, are subject to examination by the City and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The Artist agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- e. Choice of Law and Venue. All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota. All legal proceedings shall be venued in the County of Washington or federal district court in Minneapolis/St. Paul. The prevailing party in any dispute arising from or relating to this Agreement, whether by judgment, summary judgment, dismissal, settlement, or otherwise, shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.
- f. Assignment. This Agreement may not be assigned by either party without the written consent of the other party. Artist shall be responsible for the selection of and liable for the proper performance by any subcontractors that Artist retains to assist in providing

any labor or materials for the Sculpture. Artist shall ensure all subcontractors are properly licensed and adequately bonded and insured to provide services hereunder.

- g. No Discrimination. Artist agrees to the provisions of Minn. Stat. §181.59 and agrees any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- h. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.
- i. Waiver. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- j. Compliance with Laws. The Artist shall exercise due care to comply with applicable federal, state, and local laws, rules, ordinances, codes, and regulations in effect as of the date the Artist agrees to provide the applicable services detailed in this Agreement.
- k. Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
- l. Prompt Payment. The Artist is required to pay any subcontractor within ten (10) days of the Artist’s receipt of payment from the City for undisputed services provided by the subcontractor. The Artist is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

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

CITY OF FOREST LAKE

Nick Legeros Inc.

By: _____
Blake Roberts
Mayor

By: _____
Nick Legeros
Its:

By: _____
Mark Statz
City Administrator

STAFF REPORT



MEETING DATE: February 9, 2026

TO: Mayor Blake Roberts and City Council Members

STAFF ORIGINATOR: Abbi Wittman, Community Development Director

AGENDA ITEM: Forest Road North Garage Condos Final Planned Unit Development and Final Plat

INTRODUCTION:

Austin Hallberg, representing Hallberg Marine, is requesting City Council approval of a Final Planned Unit Development (PUD) and Final Plat to develop an approximately 30-acre property located on Forest Road North, situated between Interstate Companies and the Forest Lake Airport. A Public Hearing has been scheduled for the City Council. However, there is one precondition of the development that needs to be resolved prior to the City Council holding the Public Hearing and acting on the Final PUD and Plat. Thus, staff is requesting the Council discuss policy related this matter, provide direction for staff to continue to work with the applicant, and to continue the Public Hearing to the City Council's February 23rd meeting.

ANALYSIS:

City Code Section 152.073 indicates that, at the time of subdivision, applicants shall construct public improvements necessary for the project. These improvements shall be installed at the developer's expense, "in accordance with city design standards". At the time recent applications have been submitted for proposed projects along Forest Road North, city staff advised the developments will require upgrade of Forest Road North from a double chip seal to a Rural Residential design without curb and gutter.

For the previously approved Interstate Companies project, City staff knew the Forest Road North Garage Condos project was forthcoming. City staff determined it was not in the best interest of the City to have Interstate Companies upgrade Forest Road North adjacent to their property but, rather, the entire roadway be upgraded at the same time. Interstate Companies agreed to a Deferred Development Fee Assessment Agreement which stated that:

1. The upgrade of Forest Road North was the responsibility of the landowner as a condition of their development project;
2. The upgrade of Forest Road North in this location did not need to occur at this time;
3. Interstate Companies could upgrade Forest Road North at a later date;

4. The City may choose to upgrade Forest Road North and assess the property owner the costs associated with their portion of the project.

When the Forest Road North Garage Condo project was submitted to the City, staff advised the applicant the City would be open to negotiating a similar agreement. However, it has been determined that the nature of the Forest Road North Garage Condo project and Interstate Companies is not the same. The agreement between the City and Interstate Companies is between two entities. Although the agreement between the City and Forest Road North Garage Condos is between two entities now, it also obligates all future property owners. It is possible the agreement would affect 150+ future property owners after all subdivisions are approved. While paperwork may acknowledge this, it is likely no everyone will understand what they have signed to.

While the City could continue to work to develop an agreement of this nature for Forest Road North Garage Condos, City Attorney Amanda Johnson has advised the City will incur substantial administrative and legal costs at each point of sale and determined the agreement is not well suited for the future ownership structure of Forest Road North Garage condos. Knowing this, the developer has requested additional time for us to continue to vet through alternatives. However, knowing the premise of the development was that construction of the roadway and/or payment of the roadway improvement would not occur, it could be the Forest Road North Garage Condo project may not advance. Thus, there are policy-related conversations staff believes are important for the Council to have to help ensure all alternatives have been discussed:

- Would the Council like to waive the requirement to upgrade Forest Road North adjacent to Forest Road North Garage condos?
- Would the Council be favorable to conducting a Special Assessment for Forest Road North at some point in the future?

RECOMMENDATION:

Staff recommends the City Council discuss this matter and provide direction to City staff. Once discussion has taken place, staff recommends the Council **motion to continue the Forest Road North Garage Final Planned Unit Development and Plat Public Hearing to February 23rd.**

ATTACHMENTS:

N/A



STAFF REPORT

MEETING DATE: February 9, 2026

STAFF ORIGINATOR: Mark Statz – City Administrator/Airport Manager

AGENDA ITEM: Land Lease Rates


INTRODUCTION: In July of 2025, the Airport Commission examined past practices and language from various leases regarding Land Lease Rates. The commission concluded that rates should be examined in March of even-numbered years, setting the rates for lease payments due in July of that same year and the following July.

ANALYSIS:

With no scheduled Airport Commission meeting in March, staff brought forward proposed rates, which were examined at the February meeting. The methodology below was discussed:

Many of the leases refer to the Consumer Price Index as one way to establish a reasonableness for the lease rates.

Below is the CPI chart for the time period from the initiation of the lease rates until now.

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2009													207.889	206.167	209.611
2010													211.728	210.965	212.492
2011													219.339	217.374	221.304
2012													224.459	223.880	225.038
2013													228.811	228.473	229.149
2014													232.013	231.764	232.261
2015													230.567	229.374	231.760
2016													234.145	232.777	235.514
2017												241.142	239.239	238.152	240.325
2018	241.798		243.112		245.593		246.346		247.165		244.235		244.969	243.770	246.168
2019	245.200		248.706		251.171		251.802		251.416		250.997		250.106	248.616	251.596
2020	252.447		251.570		251.243		250.986		256.280		255.362		252.997	251.842	254.152
2021	256.379		259.187		262.898		267.241		270.240		272.859		265.244	260.106	270.383
2022	274.725		280.388		285.784		289.265		290.325		287.396		285.008	281.236	288.779
2023	288.761		289.968		291.001		292.223		296.730		295.511		292.720	290.236	295.204
2024	296.135		297.769		298.528		302.458		302.414		300.531		299.852	297.860	301.844
2025	305.019		304.173		305.618		307.881		310.400		308.116		306.806	305.375	308.525

Therefore, the proposed lease rate for 2026 would be:

The 2009 CPI was 207.889. The 2009 Land Lease rate was \$0.090/sf. From the chart above, the 2025 CPI was 306.806. Therefore, the non-commercial land lease rate for 2026 should be set at $306.806/207.889 = 1.476$ $\$0.090/\text{sf} \times 1.476 = \$0.133/\text{sf}$

Given the lease language which only allows for bi-annual lease rate adjustments, rates should also be set for the July 2027 billing cycle. Staff is suggesting a 2.5% increase over 2026 rates.

Staff Recommendation

The current non-commercial lease rate is \$0.117/sf-yr. For an average lease holder with a 7,200 sf lot the rent difference will be:

Non-Commercial Rates

Current Rates	$\$0.117 \times 7,200 = \842.40
Proposed July 1, 2026 Rates	$\\$0.133 \times 7,200 = \\957.60
Proposed July 1, 2027 Rates	$\\$0.136 \times 7,200 = \\979.20

Comparable increases to Commercial Lease Rates would be:

Commercial Rates

Current Rates	$\$0.176/\text{sf-yr}$
Proposed July 1, 2026 Rates	$\\$0.200/\text{sf-yr}$
Proposed July 1, 2027 Rates	$\\$0.205/\text{sf-yr}$

Airport Commission Recommendation

During the Airport Commission meeting, members of the commission advocated for an approach to rate increases which only looks back at the previous two years and does not “make up” for past years where lower or no increases were enacted. This approach would use the following math:

$306.806/292.720 = 1.048$
 $1.048 * \$0.117 = \mathbf{\$0.123/\text{sf (Non-Commercial)}}$
 $1.048 * \$0.176 = \mathbf{\$0.184/\text{sf (Commercial)}}$

The Airport Commission voted to recommend the rates above for land lease payments due July 1, 2026 and July 1, 2027.

RECOMMENDATION:

Motion to set July 2026 and July 2027 land lease rates as recommended by the Airport Commission.

ATTACHMENTS:

- Excerpts from Leases

Lease Example 1 Excerpt

5. **Rent:** Lessee agrees to pay to Lessor for the use of the premises, rights, and easements herein described, a yearly rental for the land leased as set forth in the City's current yearly fee schedule, which is payable in advance on or before July 1 annually. It is understood and agreed that the rental rate herein specified shall be subject to reexamination and possible readjustment by the Lessor during the term this Lease, provided that any rent adjustment shall be reasonable. The Lessor's **Airport Commission is an advisory commission that will customarily examine market rents and make rent adjustment recommendations to the Lessor, once annually.**

STAFF REPORT



Lease Example 2 Excerpt

4. Rent: The Lessee agrees to pay to Lessor for the use of the premises, rights, and easements herein described, a yearly rental of \$.09 cents per square foot for the land leased, for an initial total annual charge of \$648.00 payable in advance on or before July 1 annually. It is understood and agreed that the rental rate herein specified shall be subject to reexamination and possible readjustment by majority vote of the Airport Commission during the March regular public meeting in any even-numbered year after year 2011 during the period of this Lease, provided that any readjustment shall be reasonable. An increase in rates based on the percentage increase in the Consumer Price Index-All Urban Consumers-Minneapolis St. Paul-shall be considered reasonable.



STAFF REPORT

MEETING DATE: February 9, 2026

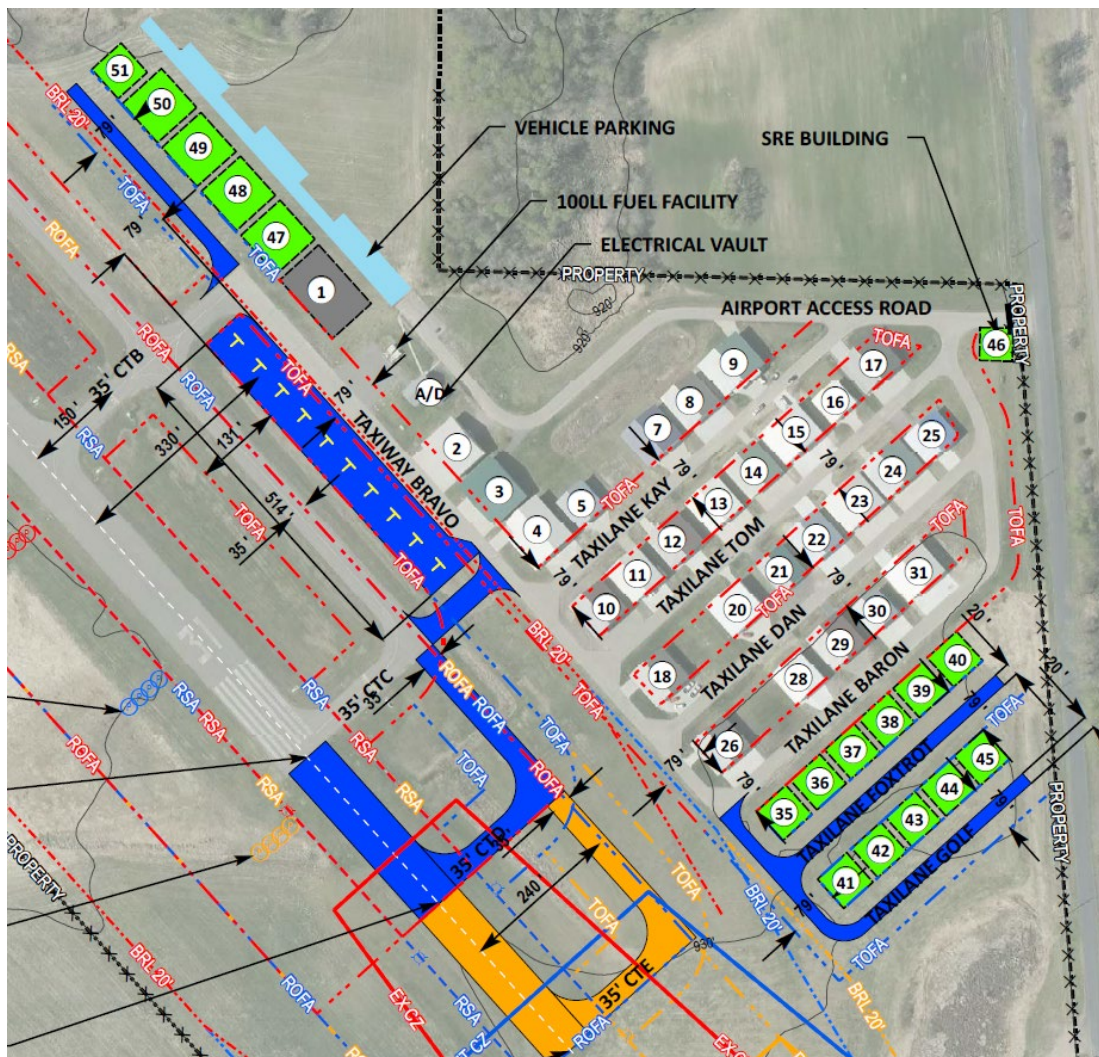
STAFF ORIGINATOR: Mark Statz – City Administrator/Airport Manager

AGENDA ITEM: Vacant Lots

INTRODUCTION: The airport has 3 vacant lots, under lease agreements. There is also a substantial waiting list of interested parties looking to build hangars. At its August 6, 2025 meeting, the Airport Commission discussed strategies to compel lease holders to either build a hangar of their own, or convey the land back to the control of the city so that they may be leased to parties interested in building a hangar. The Commission considered options at its February 4 meeting and is recommending action for consideration by the City Council.

ANALYSIS:

The map below shows the vacant lots (6, 19 & 27) with full taxiway and utility access.



The city is maintaining a list of parties interested in leasing a lot and constructing a hangar. Staff has been reaching out to folks on the list and asking them to reconfirm interest. Based on initial contacts, we anticipate the renewed list to contain at least 25 people.

Language from the 3 leases of the various lots state:

...hangar. The structure shall be at no cost to Lessor, that construction of the building shall be completed and the building useable for its intended purpose(s) within two years of the commencement of the initial term of this Lease.

Each of the 3 leases has the same language. One lease was signed in 2015, the other two were signed in 2017.

Land lease holders for the vacant lots have been billed, annually, for their lease the same as those who have hangars, and have paid those lease payments.

The vacant lots represent an opportunity to add to the vibrancy of the airport, driving fuel sales, generating taxes and increasing the appeal to aviation related businesses. Further, MNDOT is more likely to assist with the funding of taxilane and utility extensions to serve new lots if our existing inventory of vacant lots is exhausted.

The City's legal counsel has drafted a letter which would require lease holders for vacant lots to contact the Airport Manager (Mark Statz) within 30 days and negotiate a construction agreement for a hangar. The Airport Commission is recommending this letter be sent and that the ensuing construction agreements detail a requirement of no less than 1 year to pull a building permit and 2 years to complete construction.

RECOMMENDATION: Motion to authorize staff to notify lot lease holders who have not constructed a hangar, that they are in default of their lease as further described in the attached sample letter and to negotiate and execute a construction agreement with parameters as described herein.

ATTACHMENTS: Sample letter to Lot Lease Holders

**Writer's Direct Dial:
651-288-9080**

**Writer's Email:
ajohnson@eckbergammers.com**

VIA U.S. MAIL

Reply to Stillwater

February __, 2025

[address]

Re: Notice of Default re Ground/Hangar Construction Lease

Dear _____,

According to the City of Forest Lake's ("City") records, you are the Lessee of the City of Forest Lake Ground/Hangar Construction Lease dated _____, between _____ [name of Lessee] and the City ("Lessor"), for the property identified as _____ [Lot #] ("Property").

Pursuant to Lease Section 2 **Hangar Construction**, you were required to construct a hangar building on the Property within two years of the commencement of the Lease:

"Lessee agrees that any structure constructed by Lessee upon the Leased Premises shall be at no cost to Lessor; that construction of the building shall be completed and the building useable for its intended purpose(s) within two years of the commencement of the initial term of this Lease."

Emphasis added.

It has been ___ [years] since the commencement of your Lease. You are in violation of the above Lease term. Section 15 of the Lease defines defaults. Section 15(iii) states that the following shall constitute a default by the Lessee:

"Lessee fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for thirty (30) days after notice of default is given by the Lessor or Lessee shall have failed to commence the cure of such default within thirty (30) days after such notice;"

Pursuant to Section 15 and 34 of the Lease, this letter serves as the City's thirty (30) day notice that you are in default of the Lease and must commence curing your default within thirty (30) days.

Please reach out to Mark Statz, the Forest Lake Airport Manager and City Administrator, at **mark.statz@ci.forest-lake.mn.us** to discuss the required construction timeline for the Property to cure the default. A failure to reach out to Mr. Statz and enter into a construction timeline agreement with the City within thirty days will result in the City availing itself of any remedies available at law or equity, including but not limited to the termination of this Lease, retention of all rent payments, recovery of all expenses incurred by the City in terminating the Lease, repossessing and reletting the Property, and any reasonable attorney's fees incurred by the City to enforce the Lease.

Sincerely,

Amanda J. Johnson
Forest Lake City Attorney

STAFF REPORT



MEETING DATE: February 9, 2026
STAFF ORIGINATOR: Mark Statz – City Administrator/Airport Manager
AGENDA ITEM: MNDOT State Airport Grant Agreements

INTRODUCTION: At the January 12, 2026 Regular City Council meeting, the City Council passed a Motion to Accept all three grants from MNDOT, totaling \$1,598,761. These funds are to award the contract for the construction of the Taxiway and Runway projects to Forest Lake Contracting, and fund the projects through the City’s Capital Improvement Fund and award the engineering contract to Bolten & Menk for a total of \$250,000.

ANALYSIS:
See attached Grant Agreements and Resolutions. Note that the Taxiway and Runway grants, have been combined into one Grant Agreement.

RECOMMENDATION:
Approve and adopt State Airport Fund Grant Agreements with the Minnesota Department of Transportation via Resolution 02-09-26-01 (Contract No. 1062407) & Resolution 02-09-26-02 (Contract No. 1062409).

- ATTACHMENTS:**
- Grant Agreements (Contract Nos. 1062407 & 1062409)
 - Resolutions

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the **City of Forest Lake, 1408 LAKE STREET SOUTH, FOREST LAKE, MN 55025** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project (State Project #8206-31) ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

AGREEMENT TERMS

1. Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits

- 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed and Grantee has been notified by the State to begin the work.
- 1.2 **Expiration Date.** This Agreement will expire on **June 30th, 2030**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.
- 1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit(s) **A** through **B** are attached and incorporated into this Agreement.

2. Grantee's Duties

- 2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.
- 2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.
- 2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of [Minn.Stat.§16B.97](#), Subd. 4(a)(1).

- 2.4 **Publication of Grantee Contact Information.** Under Minnesota Statute § 16B.98, if a grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.
- 2.7 **Transfer of Interest.** Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.
3. **Time.** Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.
4. **Cost Participation and Payment**
- 4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in Exhibit B.
- 4.1.1 **Federal Funding.** No federal funds are authorized for the Project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that Grantee has complied with all terms of this Agreement and furnished all necessary records.
- 4.2 **Sufficiency of Funds.** Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.
- 4.3 **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$40,950.00**.
- 4.4 **Payment**
- 4.4.1 **Invoices.** Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website: <https://www.dot.state.mn.us/aero/airportdevelopment/forms.html>. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Upon completion of the services.**
- 4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.
- 4.4.3 **Expiration of Reimbursement.** Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.
- 4.4.4 **State's Payment Requirements.** The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or

otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.

- 4.4.5 Grantee Payment Requirements.** Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.
- 4.4.6 Grant Monitoring Visit and Financial Reconciliation.** If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures.
- 4.4.6.1** The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
- 4.4.6.2** Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.
- 4.4.6.3** At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.4.7 Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.4.8 Closeout Deliverables.** At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:
- 4.4.8.1** Electronic files of construction plans as both PDF and MicroStation compatible formats.
- 4.4.8.2** Electronic files of as-builts as both PDF and MicroStation compatible formats.
- 4.4.8.3** Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats.
- 4.5 Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.

- 5. Conditions of Payment.** All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. Authorized Representatives

6.1 The State's Authorized Representative is:

Jason Radde, Senior Engineer - Central, 395 JOHN IRELAND BOULEVARD, MS 410

ST. PAUL, MINNESOTA 55155-1800, 612-718-9158, jason.radde@state.mn.us, or their successor. The State's Authorized Representative, or their designee, is responsible for monitoring Grantee's performance and is authorized to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Mark Statz, Airport Operations Liaison, 1408 LAKE STREET SOUTH, FOREST LAKE, MN 55025,

(651) 209-9750, mark.statz@ci.forest-lake.mn.us or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.

7. Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification

7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.

9. **State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor, Legislative Auditor, or Attorney General as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must

immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Ownership.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the State's exclusive property, and Grantee must immediately return all such Documents to the State upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to the State. Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this Agreement, Grantee will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. **Workers' Compensation.** Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#) subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press

releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on Grantee's website when practicable.

12.2 **Endorsement.** Grantee must not claim that the State endorses its products or services.

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. **Termination; Suspension**

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this Agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this Agreement:

14.4.1 In the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Asset Acquisitions completed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment; or

14.4.2 If funding is canceled, withdrawn, or terminated, the State may suspend its performance until funding is restored. Suspension of performance under these circumstances will be temporary until funds become available again and does not release the State from its obligations under this Agreement.

15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#) subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16. **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
- 17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
 - 17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;
 - 17.3 A violation of this Section is a misdemeanor; and
 - 17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.
20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.
21. **Additional Provisions**
[Intentionally left blank.]

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

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By: _____
Date: _____
SWIFT Contract # _____

SWIFT Purchase Order # _____

**COMMISSIONER OF TRANSPORTATION
as delegated**

By: _____
Date: _____

GRANTEE

Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____
Date: _____

EXHIBIT A

Administration Department



January 14, 2026

Mr. Jason Radde, P.E.
Central Region Engineer
MnDOT Office of Aeronautics
395 John Ireland Boulevard
St. Paul, MN 55155

RE: Grant Application
Forest Lake Airport (25D)
Apron Expansion – Design

Dear Mr. Radde:

Please find enclosed the signed professional service agreement and MnDOT cost split for the project to be completed at Forest Lake Airport in Forest Lake, Minnesota.

This project involves design and bid administration services for the proposed 200-foot by 80-foot expansion of the apron.

Forest Lake respectfully requests a State grant agreement in the amount of **\$40,950.00** for the completion of this project. Should you require any additional information or documentation, please feel free to contact me at mark.statz@ci.forest-lake.mn.us or by phone at (651) 209-9750.

Sincerely,

Signed by:

Mark Statz

EE8053DADB9345F... .E.

City Administrator

cc: Travis Haskell, MnDOT
Arika Johnson, MnDOT
Silas Parmar, Bolton & Menk, Inc.

Enclosures:

- Signed Professional Service Agreement
- MnDOT Cost Split

EXHIBIT B

Airport: Forest Lake Airport
Ident: 25D
Sponsor: Forest Lake, MN
State Project: 8206-31
State Agreement #: 1062409
Description: Apron Expansion - Design & Bid Administration
Version Date: 8/14/2023 (date modified)

Construction	Description	Total	State Funding Rate	State	Local
		\$ -	90%	\$ -	\$ -
		\$ -	90%	\$ -	\$ -
		\$ -	90%	\$ -	\$ -
	CONSTRUCTION SUBTOTAL	\$ -		\$ -	\$ -
Engineering	Description	Total		State	Local
	Professional Services - Bolton & Menk, Inc.	\$ 45,000.00	90%	\$ 40,500.00	\$ 4,500.00
		\$ -	90%	\$ -	\$ -
		\$ -	90%	\$ -	\$ -
	ENGINEERING SUBTOTAL	\$ 45,000.00		\$ 40,500.00	\$ 4,500.00
Administration	Description	Total		State	Local
	Bid Advertising	\$ 500.00	90%	\$ 450.00	\$ 50.00
		\$ -	90%	\$ -	\$ -
		\$ -	90%	\$ -	\$ -
	ADMINISTRATION SUBTOTAL	\$ 500.00		\$ 450.00	\$ 50.00
	Grant Amounts	\$ 45,500.00		\$ 40,950.00	\$ 4,550.00
	Grant Percentages	100.00%		90.00%	10.00%

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

**RESOLUTION APPROVING
STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

RESOLUTION NO. 02-09-26-01

WHEREAS, It is resolved by the **City of Forest lake** as follows:

- 1) That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1062409** ("Agreement");
- 2) That it hereby agrees to the terms and conditions of the Agreement; and
- 3) That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the **City of Forest Lake**.

WHEREAS, the donation was made for the purpose of [Click or tap here to enter text.](#); and,

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Forest Lake Minnesota, on this ____ day of February 2026.

CITY OF FOREST LAKE

By: _____
Blake Roberts
Its Mayor

Attest: _____
Jolleen Chaika
Assistant City Administrator/Clerk

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the **City of Forest Lake, 1408 LAKE STREET SOUTH, FOREST LAKE, MN 55025** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project (State Project #8206-30) ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this Agreement.

AGREEMENT TERMS

1. Term of Agreement, Survival of Terms, Project Plans, and Incorporation of Exhibits

- 1.1 **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this Agreement is fully executed. Grantee must not begin work under this Agreement until it is fully executed and Grantee has been notified by the State to begin the work.
- 1.2 **Expiration Date.** This Agreement will expire on **June 30th, 2030**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Airport Operations, Maintenance and Conveyance; Transfer of Interest; Indemnification; State Audits; Government Data Practices and Intellectual Property; Workers Compensation; Publicity and Endorsement; Governing Law, Jurisdiction and Venue; and Data Disclosure.
- 1.4 **Project Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit(s) **A** through **B** are attached and incorporated into this Agreement.

2. Grantee's Duties

- 2.1 **Project Completion and Changes.** Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project. Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project. Any changes to the plans or specifications of the Project after the effective date of this Agreement will be valid only if made by written amendment signed by the same parties who executed the original agreement, or their successors in office.
- 2.2 **Registered Engineer Designation.** If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, Grantee elects not to have such services performed by a registered engineer, then Grantee will designate another responsible person to oversee such work.
- 2.3 **Policy Compliance.** Grantee will comply with all the required grants management policies and procedures of [Minn.Stat.§16B.97](#), Subd. 4(a)(1).

- 2.4 **Publication of Grantee Contact Information.** Under Minnesota Statute § 16B.98, if a grantee has a website, the names and contact information for the grant administrator(s) and organization's leadership must be clearly published.
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained through this Agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this Agreement without prior written consent of the State and an amendment to this Agreement executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes §360.305, subd. 4(d)(1), Grantee must operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only.
- 2.7 **Transfer of Interest.** Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the Airport or in any real or personal property purchased or improved under this Agreement. If the State approves such a transfer or change in use, the State may impose, at its sole discretion, conditions and/or restrictions on such transfer, with which Grantee must comply.
3. **Time.** Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.
4. **Cost Participation and Payment**
- 4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated accordingly between the federal government, the State, and Grantee as described in Exhibit B.
- 4.1.1 **Federal Funding.** No federal funds are authorized for the Project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that Grantee has complied with all terms of this Agreement and furnished all necessary records.
- 4.2 **Sufficiency of Funds.** Pursuant to Minnesota Rule 8800.2500, Grantee certifies that: (1) it presently has sufficient unencumbered funds available to pay for its share of the Project; (2) it has the legal authority to engage in the Project as proposed; and (3) the Project will be completed without undue delay.
- 4.3 **Total Obligation.** The State's total obligation for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$1,328761.00**.
- 4.4 **Payment**
- 4.4.1 **Invoices.** Grantee will submit invoices for payment by credit application via email. The form Grantee will use to submit invoices can be found on the Airport development forms website: <https://www.dot.state.mn.us/aero/airportdevelopment/forms.html>. The State's Authorized Representative, as named in this Agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Upon completion of the services.**
- 4.4.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at the State's discretion.
- 4.4.3 **Expiration of Reimbursement.** Grantee must submit all final invoices for reimbursement no later than ninety (90) calendar days after the expiration date of this Agreement. Any invoices received after this 90-day period will not be eligible for payment.
- 4.4.4 **State's Payment Requirements.** The State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. The State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or

otherwise improper, the State will notify Grantee within ten (10) days of discovering the error. After the State receives the corrected invoice, the State will pay Grantee within thirty (30) days of receipt of such invoice.

4.4.5 Grantee Payment Requirements. Grantee must pay all Project contractors promptly. Grantee will make undisputed payments no later than thirty (30) days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten (10) days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within thirty (30) days of receipt of such invoice.

4.4.6 Grant Monitoring Visit and Financial Reconciliation. If the State's total obligation is greater than \$50,000.00, the State will conduct at least one monitoring visit and financial reconciliation of Grantee's expenditures. If the State's total obligation is greater than \$250,000.00, the State will conduct annual monitoring visits and financial reconciliations of Grantee's expenditures.

4.4.6.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which state employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.4.6.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by the State.

4.4.6.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.4.7 Closeout. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.4.8 Closeout Deliverables. At the close of the Project, Grantee must provide the following deliverables to the State before the final payment will be released by the State:

4.4.8.1 Electronic files of construction plans as both PDF and MicroStation compatible formats.

4.4.8.2 Electronic files of as-builts as both PDF and MicroStation compatible formats.

4.4.8.3 Electronic files of planning documents, including without limitation, airport layout plans and airport zoning plans, as PDF, MicroStation and GIS compatible formats.

4.5 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to the State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to the State all contracts and subcontracts between Grantee and third parties to be funded by this Agreement. The State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. The State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten (10) business days.

5. Conditions of Payment. All services provided by Grantee under this Agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. No more than 95% of the amount due to Grantee under this Agreement will be paid by the State until it determines that Grantee has complied with all terms and conditions of this Agreement and has furnished all necessary records. In the event the Airport fails to pass any periodic inspection conducted by a representative of the State's Office of Aeronautics, Grantee will not receive payment under this Agreement until all deficiencies identified by any such inspection have been rectified to the Office of Aeronautics' satisfaction.

6. Authorized Representatives

6.1 The State's Authorized Representative is:

Jason Radde, Senior Engineer - Central, 395 JOHN IRELAND BOULEVARD, MS 410

ST. PAUL, MINNESOTA 55155-1800, 612-718-9158, jason.radde@state.mn.us, or their successor. The State's Authorized Representative, or their designee, is responsible for monitoring Grantee's performance and is authorized to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Mark Statz, Airport Operations Liaison, 1408 LAKE STREET SOUTH, FOREST LAKE, MN 55025,

(651) 209-9750, mark.statz@ci.forest-lake.mn.us or their successor. If Grantee's Authorized Representative changes at any time during the term of this agreement, Grantee must immediately notify the State.

7. Assignment; Amendments; Waiver; Agreement Complete; Electronic Records; Certification

7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8. **Liability and Indemnification.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts or omissions of others, or the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of Grantee. Notwithstanding the foregoing, Grantee will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the services performed under this Agreement, asserted by, or resulting from the acts or omissions of, Grantee's contractors, consultants, agents or other third parties under the direct control of Grantee.

9. **State Audits.** Under Minn. Stat. § 16B.98 Subd. 8, the books, records, documents, and accounting procedures and practices of Grantee, or those of any other party relevant to this Agreement, or transactions resulting from this Agreement, are subject to examination by the State and/or the State Auditor, Legislative Auditor, or Attorney General as appropriate, for a minimum of six (6) years from: (1) the expiration or termination of this Agreement, (2) the receipt and approval of all final reports, or (3) the period of time required to satisfy all state and program retention requirements (available at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=10358099), whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10. Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and the State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to herein, Grantee must

immediately notify the State and consult with the State as to how Grantee should respond to the request. Grantee's response to the request must comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Ownership.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the State's exclusive property, and Grantee must immediately return all such Documents to the State upon completion or cancellation of this Agreement. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to the State. Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this Agreement, Grantee will immediately give the State's Authorized Representative written notice thereof and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Other indemnification obligations of this Agreement notwithstanding, Grantee will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State from any action or claim brought against the State to the extent such action is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorneys' fees. If such a claim or action arises, or in either party's opinion is likely to arise, Grantee, at the State's discretion, must either: (1) procure for the State the right or license to use the intellectual property rights at issue, or (2) replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. **Workers' Compensation.** Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#) subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of Grantee's employees, as well as any claims made by any third party as a consequence of any act or omission on the part of Grantee's employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press

releases, research, reports, signs, and similar public notices prepared by or for Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on Grantee's website when practicable.

12.2 Endorsement. Grantee must not claim that the State endorses its products or services.

13. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1 Termination. The State or Commissioner of Administration may unilaterally terminate this Agreement at any time, with or without cause, upon written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this Agreement if the State finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this Agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to pay for the services contracted for under this Agreement. Termination must be by written or fax notice to Grantee. The State is not obligated to pay for any services that are performed after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this Agreement:

14.4.1 In the event of a total or partial government shutdown due to its failure to pass an approved budget by the legal deadline. Asset Acquisitions completed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment; or

14.4.2 If funding is canceled, withdrawn, or terminated, the State may suspend its performance until funding is restored. Suspension of performance under these circumstances will be temporary until funds become available again and does not release the State from its obligations under this Agreement.

15. Data Disclosure. Under [Minn. Stat. § 270C.65](#) subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16. Fund Use Prohibited. Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee has been awarded funds for the Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17. **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Grantee agrees that:
- 17.1 In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Grantee, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
 - 17.2 No Grantee, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified herein, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color;
 - 17.3 A violation of this Section is a misdemeanor; and
 - 17.4 This Agreement may be canceled or terminated by the State, or any county, city, town, township, school, school district or any other person authorized to enter into agreements for employment, and all money due, or to become due under said agreements, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
18. **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
19. **Telecommunications Certification.** By signing this Agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Grantee will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this Agreement.
20. **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of Grantee's compliance with this provision. Grantee must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.
21. **Additional Provisions**
[Intentionally left blank.]

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

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By: _____
Date: _____
SWIFT Contract # _____

SWIFT Purchase Order # _____

**COMMISSIONER OF TRANSPORTATION
as delegated**

By: _____
Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____
Date: _____

GRANTEE

Grantee certifies that the appropriate person(s) have executed the Agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT A

127

Administration Department



January 14, 2026

Mr. Jason Radde, P.E.
Central Region Engineer
MnDOT Office of Aeronautics
395 John Ireland Boulevard
St. Paul, MN 55155

RE: Grant Application
Forest Lake Airport (25D)
Runway 13/31 and Taxiway A 300-Foot Extension – Construction

Dear Mr. Radde:

Please find enclosed the bid abstract, signed professional service agreement, Xcel Energy power pole layout, plans and specifications, and MnDOT cost split for the project to be completed at Forest Lake Airport in Forest Lake, Minnesota.

This project involves a 300-foot extension of Runway 13/31, resulting in a total runway length of 3,000 feet. Taxiway A will also be extended by 300 feet to maintain its function as a full parallel taxiway. Additionally, Xcel Energy has 15 kV high-voltage power lines located off the Runway 31 approach. An estimated cost for lowering these poles has been included in this grant application.

Forest Lake respectfully requests a State grant agreement in the amount of **\$1,328,760.90** for the completion of this project. Should you require any additional information or documentation, please feel free to contact me at mark.statz@ci.forest-lake.mn.us or by phone at (651) 209-9750.

Sincerely,

Signed by:

EE8053DADB9345F... .E.

City Administrator

cc: Travis Haskell, MnDOT
Arika Johnson, MnDOT
Silas Parmar, Bolton & Menk, Inc.

Enclosures:

- Bid Abstract
- Signed Professional Service Agreement
- Xcel Energy Power Pole Layout
- Plans and Specifications
- MnDOT Cost Split

EXHIBIT B

Airport: Forest Lake Airport
Ident: 25D
Sponsor: Forest Lake, MN
State Project: 8206-30
State Agreement #: 1062407
Description: Runway 13/31 and Taxiway A 300-Foot Extension - Construction
Version Date: 8/14/2023 (date modified)

Construction	Description	Total	State Funding Rate	State	Local
	Base Bid: Runway 13/31 300-Foot Extension - Forest Lake Contracting	\$ 787,912.50	90%	\$ 709,121.25	\$ 78,791.25
	Bid Alternate 1: Taxiway A 300-Foot Extension - Forest Lake Contracting	\$ 199,093.50	90%	\$ 179,184.15	\$ 19,909.35
		\$ -	90%	\$ -	\$ -
	CONSTRUCTION SUBTOTAL	\$ 987,006.00		\$ 888,305.40	\$ 98,700.60
Engineering	Description	Total		State	Local
	Runway 13/31 300-Foot Extension Cnst. Admin.- Bolton & Menk, Inc.	\$ 175,000.00	90%	\$ 157,500.00	\$ 17,500.00
	Taxiway A 300-Foot Extension Cnst. Admin.- Bolton & Menk, Inc.	\$ 30,000.00	90%	\$ 27,000.00	\$ 3,000.00
		\$ -	90%	\$ -	\$ -
	ENGINEERING SUBTOTAL	\$ 205,000.00		\$ 184,500.00	\$ 20,500.00
Administration	Description	Total		State	Local
	Xcel Energy Power Pole Adjustment (Estimate)	\$ 284,395.00	90%	\$ 255,955.50	\$ 28,439.50
		\$ -	90%	\$ -	\$ -
		\$ -	90%	\$ -	\$ -
	ADMINISTRATION SUBTOTAL	\$ 284,395.00		\$ 255,955.50	\$ 28,439.50
	Grant Amounts	\$ 1,476,401.00		\$ 1,328,760.90	\$ 147,640.10
	Grant Percentages	100.00%		90.00%	10.00%

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

**RESOLUTION APPROVING
STATE AIRPORT FUND GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION**

RESOLUTION NO. 02-09-26-02

WHEREAS, It is resolved by the **City of Forest lake** as follows:

- 1) That it has applied for and been awarded a State Airport Fund grant by the Minnesota Department of Transportation, Agreement Number **1062407** ("Agreement");
- 2) That it hereby agrees to the terms and conditions of the Agreement; and
- 3) That the proper signing officers are hereby authorized to execute the above-referenced Agreement and any amendments thereto on behalf of the **City of Forest Lake**.

WHEREAS, the donation was made for the purpose of [Click or tap here to enter text.](#); and,

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Forest Lake Minnesota, on this ____ day of February 2026.

CITY OF FOREST LAKE

By: _____
Blake Roberts
Its Mayor

Attest: _____
Jolleen Chaika
Assistant City Administrator/Clerk

STAFF REPORT



MEETING DATE: February 9, 2026
TO: Mayor Blake Roberts and City Councilors
STAFF ORIGINATOR: Abbi Wittman, Community Development Director
AGENDA ITEM: Smokey Oaks Fee Waiver Request

INTRODUCTION:

In 2025 an Interim Use Permit application was filed by Scott Hansen of Smokey Oaks to operate a cannabis-based business at 115 Lake Street North. Upon condition of approval of the project, the City determined the City's costs associated with the processing of this application exceeded the \$500 escrow deposit submitted with the application. Per standard City practices, the City invoiced the applicant for the remainder of the actual costs (\$747) incurred by the City. Upon receipt of the invoice, the applicant submitted the enclosed request for the City waive the fees incurred or establish a payment plan.

ANALYSIS:

As the Council is aware, at times the City employs the use of consultants to process land use and development applications. This occurs when there is an influx in land use/development applications and/or when there is an in-house staffing shortage. The cost associated with hiring consultants to assist with this work is either debited from a submitted escrow (if applicable) and/or "billed back" to the applicant by invoicing an applicant. The applicant is made aware of this practice when they submit their applicant and associated Bill Back Agreement, a document requiring their acknowledgement of the City's escrow/invoice system and accepting responsibility of the costs associated with application processing

Smokey Oaks application and executed Bill Back Agreement was submitted in July of last year, a time when the City did not have an in-house planner and land use/development application review was at a peak. As a result, the Smokey Oaks application was processed by temporary planning staff. City staff have reviewed the consultant charges and determined that, for this type of application and the nature of the use, the costs incurred are not excessive. Given this, and a legal agreement was signed indicating payment would be made, staff believe the City should not waive the fees incurred by Smokey Oaks.

As previously indicated, the applicant has requested the City's consideration of a payment plan. This is not common and there is no City policy to provide guidance. However, Finance Director Elle Larkin has determined the Council, if favorable, could enter into a simple agreement with the applicant. Terms could include requirement for equal payment and a due date on the first

day of each month. If payment is not fully completed after the agreed-upon period, then the remaining portion of the unpaid charges could be assessed to the taxes. If the Council was favorable to this approach, staff would recommend the Council consider a six-month payment period which would allow for the City to meet the *Unpaid Fees and Charges* assessment deadline for assessment onto the 2027 taxes. An agreement could be brought back to the Council for their formal consideration at the next City Council meeting.

RECOMMENDATION:

Staff recommends the City Council discuss this action. If the Council is favorable, the Council should move to take action on this matter. Council motions could include one of the following:

1. Move to deny the fee waiver and payment plan request; or
2. Move to **direct staff to draft a payment plan agreement with the applicant.**

ATTACHMENTS:

Fee Waiver/Payment Plan Request

From : Smokey Oaks

Email: subtracter@gmail.com

Phone: (612) 432-6601

To: City of Forest Lake

Community Development Department

Attn: Abbi Wittman, Community Development Director

1408 Lake Street South, Forest Lake, MN 55025

Dear Ms. Wittman and Members of the City Council,

On behalf of Smokey Oaks, I respectfully submit this written request for consideration of a waiver of the remaining balance associated with Invoice #1394, related to third-party planning and review services provided by Bolton & Menk.

Smokey Oaks is a small, early-stage business currently operating with extremely limited financial resources. At this time, all owners maintain full-time employment elsewhere, and the business has not yet generated operating revenue. In addition, our business model has recently shifted, and we are no longer proceeding with opening operations at the referenced property. We do not have an executed lease, and no development activity is currently moving forward at that location.

We did not anticipate that an external planning consultant would be engaged for our application review, nor that the associated costs would exceed the escrow amount initially submitted. While we understand the City's need to recover legitimate review costs, the resulting invoice presents a significant financial hardship for our business at this stage.

We are especially concerned that, if unpaid, these costs could ultimately be assessed to the property owners, which is something we strongly wish to avoid. Our intent has always been to act in good faith and to work cooperatively with the City throughout this process.

Given these circumstances, we respectfully request that the City consider waiving the remaining balance of Invoice #1394. If a full waiver is not possible, we kindly ask that the City consider an alternative solution, such as a Council-approved payment plan, that would allow us to meet our obligations without jeopardizing the future viability of our business.

We appreciate the City of Forest Lake's time, consideration, and understanding, and we remain committed to maintaining a positive working relationship as we continue to evaluate future opportunities within the City.

Please do not hesitate to contact me if any additional information or clarification would be helpful.

Sincerely,

Scott Hansen

On behalf of Smokey Oaks

STAFF REPORT



MEETING DATE: February 9, 2026
TO: Mayor Blake Roberts and City Councilors
STAFF ORIGINATOR: Dave Adams, Public Works Director
AGENDA ITEM: Veteran Memorial Financing

INTRODUCTION:

This staff report provides the City Council with a comprehensive budget overview of the Veterans Memorial Project, detailing funding sources, current and anticipated expenditures, and the resulting funding gap. It also includes a projection of the net position, factoring in anticipated paver-related contributions

ANALYSIS:

Project costs include design, construction, materials, and related site improvements. Funding for the project is supported through a combination of dedicated fund balances, paver sales and City commitments.

Budget Summary

The summary below notes the current and anticipated project costs and funding sources.

Expenditures

- Current Project Expenses (incurred to date): \$509,070.06
- Pending Future Project Expenses: \$170,000.00
- Center Sculpture: \$210,000.00
 - Total Estimated Project Expenses: \$889,070.06

Funding Sources

- Veterans Memorial Fund (current available funding): \$145,658.00
- City Commitment (future funding): \$100,000.00
- Total Identified Funding: \$597,500.00
 - Total Estimated Project Revenue: \$843,158.00

Current Financial Position

Based on expenses incurred to date and currently available funding:

- Current Expenses: \$509,070.06
- Current Funding Available: \$145,658.00
- Current Funding Deficit: \$363,412.06

This deficit reflects project costs already incurred that exceed funding currently on hand.

Projected Net Position

When accounting for all anticipated project costs and known future funding commitments, including paver-related funding:

- Total Estimated Expenses: \$889,070.06
- Total Estimated Funding (including City commitment): \$843,158.00
- Projected Net Deficit (with pavers): \$45,912.06

This projected net deficit represents the funding gap that would remain if no additional revenues or donations were secured.

Paver Funding

Paver sales are an ongoing revenue source associated with the Veterans Memorial project and are restricted for memorial-related expenditures. Revenue from paver purchases is recognized as being received and recorded within the Veterans Memorial fund. Because paver revenues are collected over time, project expenditures may be incurred in advance of revenue recognition, resulting in a temporary fund balance deficit. As additional paver revenues are received in future periods, those funds will be applied to offset previously incurred costs and reduce the deficit. Over the life of the project.

- Future Paver Expenses (Engraving Costs): \$105,125.00
- Future Paver Revenues: \$251,930.00

Projected Net Positions Including Pavers

- Total Estimated Expenses: \$994,195.06
- Total Estimated Funding (including City commitment): \$1,095,088.00
- Projected Net surplus (with pavers): \$100,892.94

This net surplus is intentional and will be reserved in the restricted account to provide for long-term maintenance of the memorial, as outlined in the maintenance agreement between the City and the Veterans Memorial Committee.

ATTACHMENTS:

- Budget Worksheet

Current Debits

Current Project Expense \$ 509,070.06

Future Debits

Additional Project Expense \$ 170,000.00

Center Sculpture \$ 210,000.00

Build Total Exp \$ 889,070.06

Current Deficit \$ (45,912.06)

Future Exp

**841 Paver Engrave Cost \$ 105,125.00 (based on \$125/each expense)

****Total** \$ 994,195.06 build total + new paver engrave exp

Current Credits

Veterans Memorial Fund \$ 145,658.00

Future Credits

City Commitment \$ 100,000.00

MN Deed Grant \$ 250,000.00

Legacy Grant \$ 96,000.00

Hallberg (additional to \$50k) \$ 25,000.00

Roberts Funeral \$ 6,500.00

American Legion \$ 5,000.00

Private Flag Pole Donation \$ 5,000.00

MN Historical Society Grant \$ 210,000.00

Build Total Rev \$ 843,158.00

Future Exp

**390 Large Pavers \$ 148,200.00 (\$380 sale)

**451 Small Pavers \$ 103,730.00 (\$230 sale)

****Total** \$ 1,095,088.00 build total rev + new suggested paver sale

Net w/ all pavers sold \$ 100,892.94