



## **AGENDA: AMENDED CITY COUNCIL MEETING**

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

Forest Lake City Center: Council Chambers  
Forest Lake, Minnesota

**March 23, 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
  - a. Recognition of Chief Peterson
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. City Invoice – General
    - ii. City Invoice – Airport
  - b. Resolution 03-23-26-04 – Zoukmaya Liquor License
  - c. Social Media Policy
  - d. Appointment Recommendation: Police Captain
  - e. Hiring Recommendation: Seasonal Employees
  - f. Airport Apron Expansion Project: Approve Plans and Specifications
  - g. Farmers Market Purpose and Regulations
8. Council may remove any item from the consent agenda for specific consideration.
8. Regular Agenda (Action Items)
  - a. Forest Road North Garage – Abbi Wittman
    - i. Public Hearing

- ii. Consider Preliminary Plat and PUD
    - Resolution 03-23-26-01
    - Ordinance 768
    - Resolution 03-23-26-02
    - Forest Road North Garage Assessment Agreement
    - Forest Road North Garage Development Agreement
  - b. Establishment of Fund 322 – Public Works Facility Debt Service Fund – Elle Larkin
  - c. Fund 211 Recommendation and Next Steps – Elle Larkin and Dave Adams
  - d. Penny for Your Thoughts – Elle Larkin
  - e. City Prosecution Services – Jolleen Chaika and Luke Hanegraaf
  - f. Forest Lake Area Schools Superintendent Search Focus Group – Jolleen Chaika
9. Discussion
- a. Headwaters Parkway Extension Cost Share Request – Abbi Wittman
  - ~~b. Met Council System Statement LUAC Hearing – Abbi Wittman~~
  - c. Local Sales Tax – Legislative Update and Implementation Overview – Elle Larkin
  - d. Road Project Update – Ryan Goodman
10. Staff Updates
11. Mayor and City Council Updates
12. Closed session pursuant to Minnesota Statutes § 13D.05, Subd. 3(c)(3), to develop or consider offers or counter offers for the purchase or sale of property identified as 30.032.21.33.0001, 30.032.21.34.0001, 30.032.21.43.0001, 30.032.21.42.0001, ~~30.032.21.43.0001~~, 30.032.21.41.0001, 30.032.21.44.0001, and 29.032.21.32.0001 Washington County, Minnesota.
13. Closed Session pursuant to Minnesota Statutes §13D.05, Subd. 3(b), attorney-client privilege due to pending litigation related to Met Council Systems Statement LUAC Appeal Hearing.
14. Adjourn

03/18/2026 INVOICE GL DISTRIBUTION REPORT FOR FOREST LAKE  
 EXP CHECK RUN DATES 03/23/2026 - 03/23/2026  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Check 119154					
101-42-2200-53060	MEDICAL	20/20 GENESYSTEMS INC	ONE TEST PREMIUM COMMERCIAL	8,304.15	119154
		Total For Check 119154		8,304.15	
Check 119155					
101-43-3100-54040	REPAIR & MAINT EQUIPMENT	A-1 TIRE SERVICE	CAT 420XE BACKHOE - BKT TR459 TL & TR618 VALVE STEM & FARM AND OTR TRUCK SERVICE LABOR	3,987.96	119155
		Total For Check 119155		3,987.96	
Check 119156					
101-43-3100-54040	REPAIR & MAINT EQUIPMENT	ABM EQUIPMENT & SUPPLY LLC	VALVE COIL EC3200 POWERUNIT & VALVE, CARTRIDGE EC3200	637.23	119156
		Total For Check 119156		637.23	
Check 119157					
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	AMERICAN IMPORTS	SQUAD 2011 - FLPD FLATE REPAIR - PATCH ONLY	30.19	119157
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	AMERICAN IMPORTS	SQUAD 2002 - CHANGE OIL & TIRE ROTATION	35.23	119157
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	AMERICAN IMPORTS	SQUAD 2002 - MOUNT & BALANCE FOUR TIRES	757.03	119157
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	AMERICAN IMPORTS	SQUAD 2406 - CHANGE OIL & TIRE ROTATION	52.03	119157
		Total For Check 119157		874.48	
Check 119158					
101-42-2100-52100	OPERATING SUPPLIES	ANCOM COMMUNICATIONS INC	APX RSM W/EAR JACK (SALE ONLY)	711.50	119158
101-42-2200-52410	RADIOS & PAGERS	ANCOM COMMUNICATIONS INC	MINITOR 7 5 CH IS VHF PGR PKG 151-158.995 MHZ & 3 YEAR EXTENDED WARRANTY	2,496.00	119158
		Total For Check 119158		3,207.50	
Check 119159					
631-00-0000-20800	OVERPAYMENT	ANDREA WINER	UB refund for account: 7114881	70.10	119159
		Total For Check 119159		70.10	
Check 119160					
101-42-2100-53090	COMPUTER SUPPORT	AXON ENTERPRISE INC	FLEET 3 BASIC + TAP & AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD & AXON FLEET 3 - SIM	3,155.85	119160
		Total For Check 119160		3,155.85	
Check 119161					
101-41-1940-54040	REPAIR & MAINT EQUIPMENT	BATTERIES PLUS BULBS	SLI27MDP 12V 27 MARINE DP 12 DP27, NC-27	243.98	119161
		Total For Check 119161		243.98	
Check 119162					
101-42-2100-53080	SEMINARS & TRAINING	BCA TRAINING	MNIIS TWO-DAY BASIC OPERATOR TRAINING (ST. PAUL) - REGULAR-JODY BOYD	150.00	119162
		Total For Check 119162		150.00	
Check 119164					
101-42-2200-52190	FOOD - FIRE DEPT	BRUCE'S FOODS INC	24 PK OF WATER QUANTITY - 6 & GATORADE	42.18	119164
		Total For Check 119164		42.18	
Check 119165					
631-49-9420-52160	CHEMICALS & TESTING	CARGILL INC	KD CRSE SO BULK NSF 60 - 50,060.00 LB	6,827.18	119165
		Total For Check 119165		6,827.18	
Check 119166					
101-43-3100-52100	OPERATING SUPPLIES	CINTAS CORPORATION	REFILLS FOR FIRST AID KITS	15.06	119166
101-43-3180-52130	UNIFORMS & CLOTHING	CINTAS CORPORATION	UNIFORM & CLOTHING - M.WELSH	86.45	119166
101-43-3180-52130	UNIFORMS & CLOTHING	CINTAS CORPORATION	UNIFORM & CLOTHING - M.WELSH	86.45	119166
101-43-3180-52130	UNIFORMS & CLOTHING	CINTAS CORPORATION	UNIFORM & CLOTHING - M.WELSH	86.45	119166
101-43-3180-52130	UNIFORMS & CLOTHING	CINTAS CORPORATION	UNIFORM & CLOTHING - M.WELSH	86.45	119166
		Total For Check 119166		360.86	
Check 119167					
101-42-2700-53350	CONTRACT SERVICES	COMPANION ANIMAL CONTROL	ANIMAL CONTROL - CONTRACTUAL SERVICES FEBRUARY 2026	2,838.50	119167
		Total For Check 119167		2,838.50	
Check 119168					
631-49-9420-54020	REPAIR & MAINT - SUBS	DRESEL TRUCKING INC	RECYCLE CLASS-5 TON/DUMP TRUCKS 02/01	577.50	119168
		Total For Check 119168		577.50	
Check 119169					

101-41-1601-53040	LEGAL SERVICES	ECKBERG LAMMERS P.C.	GENERAL MATTERS	6,331.00	119169
101-41-1601-53040	LEGAL SERVICES	ECKBERG LAMMERS P.C.	GENERAL EMPLOYMENT	1,560.00	119169
101-41-1910-53040	LEGAL SERVICES	ECKBERG LAMMERS P.C.	PLANNING	1,020.50	119169
101-41-1910-53040	LEGAL SERVICES	ECKBERG LAMMERS P.C.	463 ACTION FOR 21164 EVERTON AVENUE	52.00	119169
101-41-1910-53040-133019-002	LEGAL SERVICES	ECKBERG LAMMERS P.C.	PLANNING	195.00	119169
101-41-1910-53040-FLCODE-ENF	LEGAL SERVICES	ECKBERG LAMMERS P.C.	463 ACTION FOR 23620 JENSEN AVE	182.00	119169
101-41-1910-53040-FLCODE-ENF	LEGAL SERVICES	ECKBERG LAMMERS P.C.	CODE ENFORCEMENT	712.50	119169
101-42-2100-53040	LEGAL SERVICES	ECKBERG LAMMERS P.C.	POLICE DEPARTMENT	39.00	119169
101-45-5200-53040	LEGAL SERVICES	ECKBERG LAMMERS P.C.	PARKS	975.00	119169
800-41-1910-53040-106081-092	LEGAL SERVICES	ECKBERG LAMMERS P.C.	PLANNING	650.00	119169
800-41-1910-53040-106081-116	LEGAL SERVICES	ECKBERG LAMMERS P.C.	DEVELOPMENT - FOREST LAKE GARAGE CONDOS	3,302.00	119169
800-41-1910-53040-123780-001	LEGAL SERVICES	ECKBERG LAMMERS P.C.	DEVELOPMENT - HIDDEN CREEK	208.00	119169
		Total For Check 119169		<u>15,227.00</u>	
Check 119170					
101-41-1320-54520	ADMINISTRATN/PUBLISHING & ADS	ECM PUBLISHERS INC	PAVEMENT MAINTENANCE - BID	263.00	119170
		Total For Check 119170		<u>263.00</u>	
Check 119171					
101-41-1940-52100	OPERATING SUPPLIES	FASTENAL COMPANY	6V 223A BATTERY PACK	126.00	119171
101-42-2200-52100	OPERATING SUPPLIES	FASTENAL COMPANY	1GAL SMPLEGRN	34.35	119171
		Total For Check 119171		<u>160.35</u>	
Check 119172					
101-42-2100-52010	OFFICE SUPPLIES	FAUL PSYCHOLOGICAL	PRE-EMPLOYMENT EVALUATIONS - A. CINELLI & C. DEL GROSSO	665.00	119172
		Total For Check 119172		<u>665.00</u>	
Check 119173					
631-49-9420-52100	OPERATING SUPPLIES	FERGUSON ENTERPRISES LLC	LF 3/4 MIP SWVL F/ CHFSW CPHN & LF 3/4 SDR SWVL F/ CHFSW CPHN	410.52	119173
		Total For Check 119173		<u>410.52</u>	
Check 119174					
101-42-2200-52210	REPAIR & MAINT SUPPLIES	FIRE SAFETY USA INC	4" STORZ PRESSURE GASKET & 4" STORZ SUCTION GASKET	138.50	119174
101-42-2200-54040	REPAIR & MAINT EQUIPMENT	FIRE SAFETY USA INC	ENGINE 3 - FULL CHASSIS SERVICE - COMPLETED A FULL INSPECTION AND SERVICE & NO ISSUES FOUND	2,530.20	119174
101-42-2200-54040	REPAIR & MAINT EQUIPMENT	FIRE SAFETY USA INC	ENGINE 2 - FULL CHASSIS SERVICE - COMPLETED FULL INSPECTION & SERVICE & AIR TANK B GAUGE ON THE DASH	2,120.65	119174
101-42-2200-54040	REPAIR & MAINT EQUIPMENT	FIRE SAFETY USA INC	ENGINE 1 - FULL CHASSIS SERVICE - COMPLETED A FULL INSPECTION AND SERVICE & NO ISSUES FOUND	1,933.45	119174
101-42-2200-54040	REPAIR & MAINT EQUIPMENT	FIRE SAFETY USA INC	LADDER 1 - FULL CHASSIS SERVICE - COMPLETED A FULL INSPECTION AND SERVICE & SIGNIFICANT RUST JACKING	3,001.40	119174
101-42-2200-54040	REPAIR & MAINT EQUIPMENT	FIRE SAFETY USA INC	RESCUE 1 - FULL CHASSIS SERVICE - COMPLETED FULL INSPECTION AND SERVICED & FRAME & ALL COMPONENTS	1,663.90	119174
101-42-2200-54040	REPAIR & MAINT EQUIPMENT	FIRE SAFETY USA INC	TENDER 1 - FULL CHASSIS SERVICE - COMPLETED A FULL INSPECTION AND SERVICE & NO ISSUES FOUND	1,974.85	119174
101-42-2200-54040	REPAIR & MAINT EQUIPMENT	FIRE SAFETY USA INC	LADDER 1 - CUSTOMER STATED 1 LIGHT WAS OUT. I FOUND 2 WERE NOT FUNCTIONING	416.76	119174
101-42-2200-54040	REPAIR & MAINT EQUIPMENT	FIRE SAFETY USA INC	600 LED TURN AMB/CLR DEUTSCH	390.00	119174
		Total For Check 119174		<u>14,169.71</u>	
Check 119175					
101-45-5200-52100	OPERATING SUPPLIES	FOREST LAKE ACE HARDWARE	CABLE LABEL ASRTD NYLON	15.98	119175
631-49-9420-52100	OPERATING SUPPLIES	FOREST LAKE ACE HARDWARE	DUR BATT LTHM 2032 6PK	17.99	119175
		Total For Check 119175		<u>33.97</u>	
Check 119176					
101-42-2100-54040	REPAIR & MAINT EQUIPMENT	FOREST LAKE CHRYSLER DODGE JEEP RAM	DODGE DURANGO - PERFORM OPEN RECALL 58B & COOLANT PUMP FITTING & PRESSURE TEST AND REPLACE ENGINE OIL	342.91	119176
		Total For Check 119176		<u>342.91</u>	
Check 119177					
101-42-2100-52010	OFFICE SUPPLIES	FOREST LAKE PRINTING	BUSINESS CARDS - L. HANEGRAAF	88.50	119177
101-42-2100-52010	OFFICE SUPPLIES	FOREST LAKE PRINTING	DECALS - GOLF CART PERMIT, GF2030PAE, 2-5/8" X 2-5/8", LAMINATED, 4/0	73.00	119177
101-42-2100-52010	OFFICE SUPPLIES	FOREST LAKE PRINTING	BUSINESS CARDS - A. LEWERENZ & H. BELKA	173.50	119177
		Total For Check 119177		<u>335.00</u>	
Check 119178					
101-41-1400-53070	PROFESSIONAL SERVICES	GALLAGHER BENEFIT SERVICES INC	MARCH 2026 CONSULTING SERVICES	1,200.00	119178
		Total For Check 119178		<u>1,200.00</u>	
Check 119179					
205-43-3150-53110	LOCATES	GOPHER STATE ONE-CALL	FTP TICKETS (82); CANCELLED TICKETS (1); TOTAL BILLABLE TICKETS (81)	36.45	119179
631-49-9420-53110	LOCATES	GOPHER STATE ONE-CALL	FTP TICKETS (82); CANCELLED TICKETS (1); TOTAL BILLABLE TICKETS (81)	36.45	119179
632-49-9450-53110	LOCATES	GOPHER STATE ONE-CALL	FTP TICKETS (82); CANCELLED TICKETS (1); TOTAL BILLABLE TICKETS (81)	36.45	119179
		Total For Check 119179		<u>109.35</u>	
Check 119180					
101-41-1940-54010	REPAIR & MAINT-BUILDINGS	GRAINGER INC	SAFETY SIGN,7INX10IN,REFLECTIVE SHEETING	7.41	119180
101-43-3100-54040	REPAIR & MAINT EQUIPMENT	GRAINGER INC	HYDRAULIC VALVE,BALL,3/4IN NPT	461.44	119180
631-49-9420-52100	OPERATING SUPPLIES	GRAINGER INC	SOLENOID VALVE WITH MANUAL OPERATOR,BRAS & MUFFLER, EXHAUST,3/8" NPT, 11/16" DIA. & MUFFLER, EXHAUST	800.55	119180

				<u>1,269.40</u>	
Check 119181		Total For Check 119180			
631-49-9420-52160	CHEMICALS & TESTING	HAWKINS INC	150 LB CHLORINE CYLINDER BARCODE 123855 & 124288 & 104529 & 121742	40.00	119181
		Total For Check 119181		<u>40.00</u>	
Check 119182					
632-49-9450-52100	OPERATING SUPPLIES	HOSE PROS LLC	CS01-12X12 3/4" HB X3/4" MNPT & CS05-12X12 3/4" HB X 3/4" FNPSM SWIVEL & CRIMP ON NEW FITTINGS	71.54	119182
		Total For Check 119182		<u>71.54</u>	
Check 119183					
101-45-5200-52100	OPERATING SUPPLIES	HUGO EQUIPMENT COMPANY	33 RS RAPID SUPER CHAIN, 5.124 FT. & HUS 12/1QT BAR&CHAIN OIL (DS)	118.98	119183
401-45-5200-55800	CAP OUTLAY-EQUIPMENT	HUGO EQUIPMENT COMPANY	DFS REAR BAGGER 72" & 72" BLOWER -DRIVE KIT & 72" ZMASTER 6000 TF DECK 37HP VANE	21,572.96	119183
		Total For Check 119183		<u>21,691.94</u>	
Check 119184					
101-41-1400-53500	PRINTING	IMPACT	MONTHLY PORTAL FEE - WATER FEE INSERT - STORMWATER 2026	629.15	119184
		Total For Check 119184		<u>629.15</u>	
Check 119185					
101-41-1940-54010	REPAIR & MAINT-BUILDINGS	IMPERIAL DADE	TOR 93222 12" SWEEPER EB30/1 7.2V 1.4LI-IONB&C HZ	758.30	119185
		Total For Check 119185		<u>758.30</u>	
Check 119186					
212-46-1920-54370	MISCELLANEOUS	JAMES GARRISON	ROLSETH DRUG - 107 LAKE ST N	10,000.00	119186
		Total For Check 119186		<u>10,000.00</u>	
Check 119187					
101-42-2100-52100	OPERATING SUPPLIES	KIESLER POLICE SUPPLY	GLOCK 19MOS GENS 9MM PISTOL BLACK, FRONT SERRATIONS, FIXED SIGHTS	858.00	119187
		Total For Check 119187		<u>858.00</u>	
Check 119188					
401-42-2100-55500	CAP OUTLAY-VEHICLES	KUSTOM SIGNALS	SQUAD 2401 - CFG-E3 - EAGLE 3 / OUTFITTING WITH RADAR	3,161.00	119188
		Total For Check 119188		<u>3,161.00</u>	
Check 119189					
101-43-3180-52100	OPERATING SUPPLIES	LINDE GAS & EQUIPMENT INC	INDUSTRIAL ACETYLENE IND HIGH PRESSURE > 100CF - RENTAL 01/20/2026 TO 02/20/2026	219.89	119189
		Total For Check 119189		<u>219.89</u>	
Check 119191					
101-42-2200-52420	TURN-OUT GEAR	MACQUEEN EQUIPMENT LLC	SUPREME AG BOOT D028398 & GLOBE SUPREME 14" PULL-ON MEN'S LEATHER SIZE 10.0M STRUCTURAL FIREFIGHTING	673.12	119191
632-49-9450-52100	OPERATING SUPPLIES	MACQUEEN EQUIPMENT LLC	JOURNAL SEAL & O-RING	44.64	119191
		Total For Check 119191		<u>717.76</u>	
Check 119192					
101-41-1601-53040	LEGAL SERVICES	MADDEN GALANTER HANSEN ATTORNEYS AT	SERVICES RENDERED - 2/1/2026 THROUGH 2/28/2026	94.00	119192
		Total For Check 119192		<u>94.00</u>	
Check 119193					
101-41-1940-52400	TOOLS & SMALL EQUIP	MENARDS	HOLE SAW W/ARBOR 2-1/2" & HOLE SAW W/ARBOR 4-1/8"	62.48	119193
101-41-1940-54010	REPAIR & MAINT-BUILDINGS	MENARDS	5 SHELF HEAVY DUTY	79.98	119193
101-43-3100-52100	OPERATING SUPPLIES	MENARDS	10FT CAT 7 CABLE & C TO C BALLISTIC 4' & ROKU STREAMING STICK	109.95	119193
101-43-3100-52100	OPERATING SUPPLIES	MENARDS	5/16X 2-1/2 HEX BOLT 16PC & 5/16-18 NYL LOCK NUT NC & 5/16" FLAT WASHER 82PC	13.52	119193
101-45-5200-52100	OPERATING SUPPLIES	MENARDS	HYDROSEAT FLANGE RPR KIT & WAX BOWL RING W/SLEEVE & BKF TOILET BOWL CLNR 240Z & 320Z SB FOAMING BLCH	49.43	119193
101-45-5200-52100	OPERATING SUPPLIES	MENARDS	PRO MARKING PAINT FL PINK	16.96	119193
101-45-5200-52100	OPERATING SUPPLIES	MENARDS	ELECTRICAL WIRE MARKERS & 3/4" 66' VINYL ELEC-WHT	12.67	119193
101-45-5200-52100	OPERATING SUPPLIES	MENARDS	1-1/4" P-TRAP BRASS & TELESCOPIC BASIN WRENCH	42.98	119193
		Total For Check 119193		<u>387.97</u>	
Check 119194					
101-41-1400-54040	REPAIR & MAINT EQUIPMENT	METRO SALES INC	RICOH/IM 350F COPIER	46.44	119194
101-42-2100-54050	REPAIR & MAINT CONTRACTS	METRO SALES INC	RICOH/IM 350F COPIER	46.43	119194
		Total For Check 119194		<u>92.87</u>	
Check 119195					
101-41-1500-53090	COMPUTER SUPPORT	METRO-INET	USER, COMPUTER & EMAIL SUPPORT	25,587.00	119195
		Total For Check 119195		<u>25,587.00</u>	
Check 119196					
632-49-9450-54410	MET COUNCIL SEWER TREATMENT	METROPOLITAN COUNCIL - ENVIRONMENTA	WASTE WATER SERVICES DEF REV - APRIL 2026	168,466.12	119196
		Total For Check 119196		<u>168,466.12</u>	

Check 119197 101-42-2200-53090	COMPUTER SUPPORT	MIDCONTINENT COMMUNICATIONS Total For Check 119197	COLUMBUS FIRE SUB STATION FEBRUARY & MARCH 2026	256.01 256.01	119197
Check 119198 631-49-9420-52160 631-49-9420-52160	CHEMICALS & TESTING CHEMICALS & TESTING	MINNESOTA VALLEY TESTING LABS MINNESOTA VALLEY TESTING LABS Total For Check 119198	COLIFORM, MF - WATER COLIFORM, MF - WATER	160.00 160.00 320.00	119198 119198
Check 119199 101-42-2400-53070 101-42-2400-53070	PROFESSIONAL SERVICES PROFESSIONAL SERVICES	MNSPECT LLC MNSPECT LLC Total For Check 119199	FEBRUARY 2026 INSPECTIONS FEBRUARY 2026 PLAN REVIEWS	6,722.50 43.15 6,765.65	119199 119199
Check 119200 101-42-2100-52100	OPERATING SUPPLIES	MOTOROLA SOLUTIONS INC Total For Check 119200	PORTABLE RADIO APX6000 700/800 MODEL 2.5 & ALT: 1/4 WAVE 7/8 STUBBY (NAR6595) & ALT: 1/4 WAVE 7/8 ST	19,400.80 19,400.80	119200
Check 119201 101-42-2200-54040 101-43-3100-52100 101-43-3100-54040 101-43-3100-54040	REPAIR & MAINT EQUIPMENT OPERATING SUPPLIES REPAIR & MAINT EQUIPMENT REPAIR & MAINT EQUIPMENT	NAPA AUTO PARTS NAPA AUTO PARTS NAPA AUTO PARTS NAPA AUTO PARTS Total For Check 119201	PREMIUM PLUG WIRE SET LAMP LAMP FUSE HOLDER (468) & BRAKE PARTS CLEANER (200)	59.71 5.50 11.00 94.08 170.29	119201 119201 119201 119201
Check 119202 101-46-6625-53350 101-46-6625-53350	CONTRACT SERVICES CONTRACT SERVICES	NEWTRAX INC NEWTRAX INC Total For Check 119202	FOREST LAKE AREA LOOP 02/04 & 02/11 & 02/18 & 02/25 FOREST LAKE AREA LOOP 02/04 & 02/11 & 02/18 & 02/25	1,809.30 (108.00) 1,701.30	119202 119202
Check 119203 101-43-3180-52100 631-49-9420-52100 631-49-9420-54370 631-49-9420-54370	OPERATING SUPPLIES OPERATING SUPPLIES MISCELLANEOUS MISCELLANEOUS	NORTHERN TOOL COMMERCIAL ACCOUNT NORTHERN TOOL COMMERCIAL ACCOUNT NORTHERN TOOL COMMERCIAL ACCOUNT NORTHERN TOOL COMMERCIAL ACCOUNT Total For Check 119203	3" CRIMPED WIRE CUP BRUSH & 4" BEVELD CRIMPED WIRE WH & 5PC 11" C CLAMP SET & ER308L NSTAR TURBO NOZZLE 3.0 5100PSI HONDA EU3200I EFI INVERTER RETURN - HONDA EU3200I EFI INVERTER	90.18 132.99 4,558.10 (4,558.10) 223.17	119203 119203 119203 119203
Check 119205 101-42-2200-53060 101-42-2200-53060	MEDICAL MEDICAL	PERFORMANCE PLUS LLC PERFORMANCE PLUS LLC Total For Check 119205	MEDICAL EXAMINATION & MASK FIT & ONE TEST & PHYSICIAN AUTHORIZATION - J. TWEDT ONETEST & PHYSICIAN AUTHORIZATION - E. DEVINE	171.00 20.00 191.00	119205 119205
Check 119206 101-46-6625-54010	REPAIR & MAINT-BUILDINGS	QUALITY REFRIGERATION INC Total For Check 119206	REACH IN FREEZER REPLACED RELAY AND START CAPACITOR, COMPRESSOR WAS RUNNING AND AMPS WERE OKAY	849.79 849.79	119206
Check 119207 101-42-2100-54330 101-42-2100-54330	DUES & SUBSCRIPTIONS DUES & SUBSCRIPTIONS	ROTARY CLUB OF FOREST LAKE ROTARY CLUB OF FOREST LAKE Total For Check 119207	1ST QUARTER - JULY, AUGUST, SEPTEMBER - R. PETERSON 2ND QUARTER - OCTOBER, NOVEMBER, DECEMBER - R. PETERSON	67.00 92.00 159.00	119207 119207
Check 119208 101-41-1400-52210 101-42-2100-52210	REPAIR & MAINT SUPPLIES REPAIR & MAINT SUPPLIES	SHRED-IT USA SHRED-IT USA Total For Check 119208	SHREDDING SERVICES FOR FEBRUARY 2026 SHREDDING SERVICES FOR FEBRUARY 2026	243.82 243.83 487.65	119208 119208
Check 119209 205-43-3150-54370	MISCELLANEOUS	SIGNSNOW Total For Check 119209	STREET SWEEPER FULL WRAP	4,198.88 4,198.88	119209
Check 119210 101-41-1400-52010 101-41-1940-52100 101-41-1940-52100 101-41-1940-52100 101-41-1940-52100 101-42-2100-52010 101-42-2100-52010	OFFICE SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	STAPLES INC STAPLES INC STAPLES INC STAPLES INC STAPLES INC STAPLES INC STAPLES INC Total For Check 119210	CATALOG ENV P&S KRFT 9X12 -100 & PILOT G2 RT FINE BLU 12 & TR PAD PERF JNR WH 12PK CLOTH, MICROFIBER, 12X12, RED PAK-IT VEHICLE WASH&SHEET 50PK DISN WIPE LEMON 75PK & SCENTIVA MULTSRF CLR LAV 32OZ & CLOROX WIPES VALUE PK 3/75CT QUICK TITE SUPERGLUE 5GM & BOX FILE LTR/LGL WHITE 12/CT & SUPER GLUE 4G GEL PFLEX FFLTR TWSTD TWIN GLOW 12	36.32 23.30 150.78 106.66 45.15 9.61 371.82	119210 119210 119210 119210 119210 119210 119210
Check 119211 101-42-2100-52100	OPERATING SUPPLIES	STREICHER'S INC	40MM PROJECTILE: 50-SHOT RELOADABLE TRAINING ROUND KIT 1199537 & CHEMICAL IRRITANTS HAZMAT SHIP	1,203.36	119211

101-42-2100-52100	OPERATING SUPPLIES	STREICHER'S INC Total For Check 119211	.223 CAL AMMO: 75 GR GOLD-DOT SP [500 RND CASE]	387.76 1,591.12	119211
Check 119212					
101-41-1940-53350	CONTRACT SERVICES	TK ELEVATOR CORPORATION Total For Check 119212	GOLD - FULL MAINTENANCE - WITH PHONE MONITORING 03/01/26 - 05/31/26	657.18 657.18	119212
Check 119213					
101-41-1940-54010	REPAIR & MAINT-BUILDINGS	TWIN CITY GARAGE DOOR COMPANY Total For Check 119213	NORTH POLICE PARKING DOOR - REPLACED BLOCKING IN SPRINGS & SERVICED AND ADJUSTED DOOR AS NEEDED	1,420.00 1,420.00	119213
Check 119214					
101-43-3100-52100	OPERATING SUPPLIES	ULINE, INC Total For Check 119214	ULINE BLACK INDUSTRIAL NITRILE GLOVES - POWDER-FREE, 6 MIL, XL & ULINE KRAFT SINGLE-FOLD TOWELS	842.71 842.71	119214
Check 119215					
631-49-9420-52160	CHEMICALS & TESTING	USABLUEBOOK Total For Check 119215	(OR) TNT+ AMMONIA TESTS -ULR 25/PK;TNT830 &	508.75 508.75	119215
Check 119216					
101-42-2200-52100	OPERATING SUPPLIES	WASHINGTON COUNTY PUBLIC HEALTH Total For Check 119216	HAZARDOUS WASTE & UNIVERSAL WASTE & ADMINISTRATION CHARGE	31.65 31.65	119216
Check 119217					
631-49-9420-53070	PROFESSIONAL SERVICES	WATER CONSERVATION SERVICES INC Total For Check 119217	WATER LEAK LOCATE - SOUTH SHORE DRIVE AND 5TH ST. SE	442.40 442.40	119217
Check 119218					
101-45-5200-52100	OPERATING SUPPLIES	WINNICK SUPPLY INC	MANSFIELD SMART HEIGHT BOWL WHITE NEEDS FLUSH VALVE, ADA & OATEY WAX RING & 410PB 1/4" X 2 1/4" CLOSE	150.76	119218
205-43-3150-52100	OPERATING SUPPLIES	WINNICK SUPPLY INC	12" DUAL-WALL POLY CULVERT BELLED END & 15" X 15" FERNCO COUPLING CI/PLASTIC TO CI/PLASTIC	311.12	119218
205-43-3150-52100	OPERATING SUPPLIES	WINNICK SUPPLY INC	15" X 15" FERNCO COUPLING CI/PLASTIC TO CI/PLASTIC & 12" DUAL-WALL POLY CULVERT BELLED END	509.77	119218
205-43-3150-52100	OPERATING SUPPLIES	WINNICK SUPPLY INC	12" DUAL-WALL POLY CULVERT BELLED END & 15" X 15" FERNCO COUPLING CI/PLASTIC TO CI/PLASTIC	426.07	119218
631-49-9420-52100	OPERATING SUPPLIES	WINNICK SUPPLY INC	MILWAUKEE REPLACEMENT IMPELLER FOR TRANSFER PUMP & MILWAUKEE TRANSFER PUMP SERVICE ASSEMBLY KIT	35.49	119218
632-49-9450-52100	OPERATING SUPPLIES	WINNICK SUPPLY INC Total For Check 119218	MILWAUKEE REPLACEMENT IMPELLER FOR TRANSFER PUMP & MILWAUKEE TRANSFER PUMP SERVICE ASSEMBLY KIT	36.00 1,469.21	119218
Check 119219					
101-42-2100-52010	OFFICE SUPPLIES	ZIP REPORTS Total For Check 119219	BACKGROUND CHECKS - WEISS & JOHNSON	20.00 20.00	119219
Check 2630					
101-00-0000-22100	Building Permit Surcharge	BANK OF MONTREAL - BMO	Building Permit Surcharge	991.57	2630
101-00-0000-22100	December State Surcharge payment	BANK OF MONTREAL - BMO	Building Permit Surcharge	435.89	2630
101-41-1320-52010	New Employee Office Supplies (Amanda)	BANK OF MONTREAL - BMO	New Employee Office Supplies (Amanda)	99.28	2630
101-41-1320-52010	Headphones (Jolleen)	BANK OF MONTREAL - BMO	Headphones (Jolleen)	39.98	2630
101-41-1320-53080	Registration Confirmation for CEAM City	BANK OF MONTREAL - BMO	Registration Confirmation for CEAM City Engineers	625.00	2630
101-41-1320-53080	MemberLearn Path: Clerks Foundational Pr	BANK OF MONTREAL - BMO	MemberLearn Path: Clerks Foundational Program	55.00	2630
101-41-1320-53080	2026 MCMA Winter Workshop	BANK OF MONTREAL - BMO	MemberLearn Path: Clerks Foundational Program	75.00	2630
101-41-1320-53080	2026 MPELRA Winter Conference	BANK OF MONTREAL - BMO	2026 MPELRA Winter Conference	150.00	2630
101-41-1320-53500	Purchase Simplifile.Com	BANK OF MONTREAL - BMO	Recording - Amberly Woods Preliminary Plat	57.18	2630
101-41-1320-54330	Purchase Petra Inv-21399	BANK OF MONTREAL - BMO	Purchase Petra Inv-21399	200.00	2630
101-41-1320-54330	Membership Application	BANK OF MONTREAL - BMO	Membership Application	50.00	2630
101-41-1400-52010	Space Heaters (3)	BANK OF MONTREAL - BMO	Space Heaters (3)	109.41	2630
101-41-1400-53210	AT&T invoice	BANK OF MONTREAL - BMO	AT&T invoice	1,037.20	2630
101-41-1500-52100	Purchase Mailchimp	BANK OF MONTREAL - BMO	Purchase Mailchimp	26.50	2630
101-41-1910-53080	Leadership/Supervisory Training (Abbi, J	BANK OF MONTREAL - BMO	Leadership/Supervisory Training (Abbi, Jason, and Steve)	1,350.00	2630
101-41-1910-53520	Recording - Amberly Woods Preliminary Pl	BANK OF MONTREAL - BMO	Recording - Amberly Woods Preliminary Plat	57.18	2630
101-41-1910-53520	Recording - Hidden Creek 3rd Addition Fi	BANK OF MONTREAL - BMO	Recording - Amberly Woods Preliminary Plat	57.18	2630
101-41-1910-53520	Recording - Pizza Pub Parking Agreement	BANK OF MONTREAL - BMO	Recording - Amberly Woods Preliminary Plat	57.18	2630
101-41-1910-53520	Recording - 780 Woodland Drive	BANK OF MONTREAL - BMO	Recording - Amberly Woods Preliminary Plat	57.18	2630
101-41-1910-53520	Recording - Chestnut Creek II Preliminar	BANK OF MONTREAL - BMO	Recording - Amberly Woods Preliminary Plat	57.18	2630
101-41-1940-53210	November 2025 AllStream Invoice	BANK OF MONTREAL - BMO	November 2025 AllStream Invoice	479.62	2630
101-41-1940-53210	November 2025 AllStream Invoice	BANK OF MONTREAL - BMO	November 2025 AllStream Invoice	479.62	2630
101-41-1940-54040	Battery for floor cleaner.	BANK OF MONTREAL - BMO	Battery for floor cleaner.	259.95	2630
101-42-2100-52010	Chairs for patrol area	BANK OF MONTREAL - BMO	Chairs for patrol area	1,359.90	2630
101-42-2100-52010	Chairs for patrol area	BANK OF MONTREAL - BMO	Chairs for patrol area	305.98	2630
101-42-2100-52010	Cellular phone cases for work phones for	BANK OF MONTREAL - BMO	Cellular phone cases for work phones for M. Smith and K. Schmitt	37.48	2630
101-42-2100-52020	Swag Items for events	BANK OF MONTREAL - BMO	Swag Items for events	331.62	2630
101-42-2100-52100	Handheld Stop Signs CSO	BANK OF MONTREAL - BMO	Handheld Stop Signs CSO	42.96	2630
101-42-2100-52105	Purchase of new bikes (replacing outdated	BANK OF MONTREAL - BMO	Purchase of new bikes (replacing outdated bikes)	4,064.00	2630
101-42-2100-52130	Police Badge Order	BANK OF MONTREAL - BMO	Police Badge Order	1,450.00	2630
101-42-2100-52130	Reflective Vests CSO	BANK OF MONTREAL - BMO	Reflective Vests CSO	89.99	2630

101-42-2100-52210	Washington County Hazmat License	BANK OF MONTREAL - BMO	Washington County Hazmat License	131.00	2630
101-42-2100-52210	Squad #2310	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2104	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2605	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2509	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2507	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2218	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2011	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2013	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2012	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2208	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2406	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2319	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2416	BANK OF MONTREAL - BMO	Squad #2310	35.75	2630
101-42-2100-52210	Squad #2115	BANK OF MONTREAL - BMO	Squad #2115	55.16	2630
101-42-2100-53060	Mandatory Check-Ins	BANK OF MONTREAL - BMO	Mandatory Check-Ins	700.00	2630
101-42-2100-53080	Yearly membership dues to MN Chiefs of P	BANK OF MONTREAL - BMO	Yearly membership dues to MN Chiefs of Police Association	231.75	2630
101-42-2100-53080	MN BCA DMT Refresher - Taylor Schimmelma	BANK OF MONTREAL - BMO	MN BCA DMT Refresher - Taylor Schimmelma	75.00	2630
101-42-2100-53080	DMT Refresher - M. Warke	BANK OF MONTREAL - BMO	MN BCA DMT Refresher - Taylor Schimmelma	75.00	2630
101-42-2100-53080	Annual membership dues	BANK OF MONTREAL - BMO	Annual membership dues	65.00	2630
101-42-2100-53080	MAPET Annual membership dues	BANK OF MONTREAL - BMO	MAPET Annual membership dues	35.00	2630
101-42-2100-53080	Death and Missing Person Conference Lodg	BANK OF MONTREAL - BMO	Death and Missing Person Conference Lodging Deposit - Glader	150.33	2630
101-42-2100-53080	Death and Missing Person Conference Lodg	BANK OF MONTREAL - BMO	Death and Missing Person Conference Lodging Deposit - Glader	150.33	2630
101-42-2100-53080	Death and Missing Person Conference Lodg	BANK OF MONTREAL - BMO	Death and Missing Person Conference Lodging Deposit - Glader	150.33	2630
101-42-2100-53080	Glock Armorers Course - C. Johnson	BANK OF MONTREAL - BMO	Glock Armorers Course - C. Johnson	300.00	2630
101-42-2100-53090	MOCIC Investigations	BANK OF MONTREAL - BMO	MOCIC Investigations	150.00	2630
101-42-2100-53090	Annual Subscription for Digital Evidence	BANK OF MONTREAL - BMO	Annual Subscription for Digital Evidence Investigations Tool	1,000.00	2630
101-42-2100-53210	November 2025 AllStream Invoice	BANK OF MONTREAL - BMO	November 2025 AllStream Invoice	930.52	2630
101-42-2100-54330	2026 IACP Dues - R. Peterson	BANK OF MONTREAL - BMO	2026 IACP Dues - R. Peterson	220.00	2630
101-42-2100-54330	MN LEAP Annual Membership	BANK OF MONTREAL - BMO	MN LEAP Annual Membership	50.00	2630
101-42-2125-53520	Forest Lake Safety Camp Domain Name	BANK OF MONTREAL - BMO	Forest Lake Safety Camp Domain Name	10.64	2630
101-42-2200-52100	Flag for station 2.	BANK OF MONTREAL - BMO	Flag for station 2.	90.00	2630
101-42-2200-53090	CRM for I-Pads.	BANK OF MONTREAL - BMO	CRM for I-Pads.	63.94	2630
101-42-2400-53080	10K Lakes Building Official Institute Re	BANK OF MONTREAL - BMO	10K Lakes Building Official Institute Refund	(200.00)	2630
101-42-2400-53080	10K Lakes Building Official Institute Re	BANK OF MONTREAL - BMO	10K Lakes Building Official Institute Refund	(200.00)	2630
101-42-2400-54330	annual ICC individual membership	BANK OF MONTREAL - BMO	annual ICC individual membership	215.00	2630
101-43-3100-52100	Memory card for digital camera	BANK OF MONTREAL - BMO	Memory card for digital camera	54.18	2630
101-43-3100-52100	cutting edges for western plows	BANK OF MONTREAL - BMO	cutting edges for western plows	205.86	2630
101-43-3100-54040	Plow Truck Parts	BANK OF MONTREAL - BMO	Plow Truck Parts	161.18	2630
101-43-3100-54270	Hazardous Waste Permit Renewal	BANK OF MONTREAL - BMO	Washington County Hazmat License	131.00	2630
101-43-3180-52100	Scan tool updates	BANK OF MONTREAL - BMO	Scan tool updates	1,605.26	2630
101-43-3180-52400	Shop tools	BANK OF MONTREAL - BMO	Shop tools	179.50	2630
101-43-3180-53210	November 2025 AllStream Invoice	BANK OF MONTREAL - BMO	November 2025 AllStream Invoice	479.62	2630
101-45-5120-54330	Entertainment Music Licensing for Arts i	BANK OF MONTREAL - BMO	Entertainment Music Licensing for Arts in the Park	459.00	2630
101-45-5200-52100	Zip Ties for wind screens	BANK OF MONTREAL - BMO	Zip Ties for wind screens	146.87	2630
101-45-5200-53080	Parking Ramp fee for attending training	BANK OF MONTREAL - BMO	Parking Ramp fee for attending training	22.42	2630
101-45-5200-53080	K. Werner Playground Inspector Training	BANK OF MONTREAL - BMO	K. Werner Playground Inspector Training	745.00	2630
101-45-5200-53080	C. Larson Playground Inspector Training	BANK OF MONTREAL - BMO	K. Werner Playground Inspector Training	745.00	2630
101-45-5200-53080	C. Larson ISA Arborist Exam	BANK OF MONTREAL - BMO	C. Larson ISA Arborist Exam	295.00	2630
101-45-5200-53080	Northern Green Seminar - Chris and Kevin	BANK OF MONTREAL - BMO	Northern Green Seminar - Chris and Kevin	100.00	2630
101-45-5200-54030	New partitions for Fenway Bathrooms	BANK OF MONTREAL - BMO	New partitions for Fenway Bathrooms	5,921.00	2630
101-45-5200-54270	Matts Pesticide License	BANK OF MONTREAL - BMO	Matts Pesticide License	15.00	2630
101-45-5200-54270	Service fee for using credit card for ma	BANK OF MONTREAL - BMO	Service fee for using credit card for matts license	0.32	2630
101-46-6620-52100	Luncheon	BANK OF MONTREAL - BMO	Luncheon	16.73	2630
205-43-3150-53210	November 2025 AllStream Invoice	BANK OF MONTREAL - BMO	November 2025 AllStream Invoice	479.62	2630
631-49-9420-52100	Charging tools for computers etc.	BANK OF MONTREAL - BMO	Charging tools for computers etc.	23.84	2630
631-49-9420-52100	2TB External Hard Drive for Document bac	BANK OF MONTREAL - BMO	2TB External Hard Drive for Document back up	86.69	2630
631-49-9420-53080	Jon B water school.	BANK OF MONTREAL - BMO	Jon B water school.	175.00	2630
631-49-9420-53080	Chuck water school	BANK OF MONTREAL - BMO	Jon B water school.	400.00	2630
631-49-9440-53210	November 2025 AllStream Invoice	BANK OF MONTREAL - BMO	November 2025 AllStream Invoice	5,935.84	2630
	Total For Check 2630			37,786.71	
Check 2631					
101-00-0000-21713	DENTAL INSURANCE PAYABLE	HEALTH PARTNERS	HEALTH PARTNERS PREMIUM - MARCH 2026	769.23	2631
		Total For Check 2631		769.23	
Check 2632					
101-00-0000-21713	DENTAL INSURANCE PAYABLE	HEALTH PARTNERS	HPAI SELF INSURED CLAIMS 15657 - FEBRUARY 2026	1,780.97	2632
		Total For Check 2632		1,780.97	
Check 2633					
101-46-6625-53210	TELEPHONE	CENTURY LINK	SENIOR CENTER TELEPHONE - FEBRUARY 2026	147.53	2633
		Total For Check 2633		147.53	

Check 2634					
101-41-1400-54370	OPOSTIVE PAY MONTHLY FEE-MARCH	MIDWESTONE BANK	POSITIVE PAY MONTHLY FEE-MARCH	67.10	2634
		Total For Check 2634		<u>67.10</u>	
Check 2635					
205-43-3150-53070	PROFESSIONAL SERVICES	CHASE PAYMENTECH	SERVICE FEE PAYMENTS-MARCH UB	352.76	2635
631-49-9440-53070	PROFESSIONAL SERVICES	CHASE PAYMENTECH	SERVICE FEE PAYMENTS-MARCH UB	1,587.39	2635
632-49-9490-53070	PROFESSIONAL SERVICES	CHASE PAYMENTECH	SERVICE FEE PAYMENTS-MARCH UB	<u>1,587.39</u>	2635
		Total For Check 2635		3,527.54	
Check 2636					
101-41-1940-53810	ELECTRIC UTILITIES	XCEL ENERGY	51-0010746167-3/CITY CENTER	11,000.55	2636
		Total For Check 2636		<u>11,000.55</u>	
Check 2637					
632-49-9450-53810	ELECTRIC UTILITIES	XCEL ENERGY	51-0012039653-5/4938 HEADWATERS PKWY	38.20	2637
		Total For Check 2637		<u>38.20</u>	
		Fund Totals:			
			Fund 101 GENERAL FUND	161,517.78	
			Fund 205 SURFACE WATER MANAGEMENT FUND	6,314.67	
			Fund 212 ECONOMIC DEVELOPMENT FUND	10,000.00	
			Fund 401 CAPITAL EQUIPMENT FUND	24,733.96	
			Fund 631 WATER FUND	18,428.68	
			Fund 632 SEWER FUND	170,280.34	
			Fund 800 PROJECT DEVELOPMENT FUND	4,160.00	
				<u>395,435.43</u>	

03/18/2026

INVOICE GL DISTRIBUTION REPORT FOR FOREST LAKE  
 EXP CHECK RUN DATES 03/23/2026 - 03/23/2026  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Check 119163					
250-43-9810-53050	ENGINEERING CHARGES	BOLTON & MENK INC	AIRPORT MINIMUM STANDARDS	725.00	119163
250-43-9810-53050	ENGINEERING CHARGES	BOLTON & MENK INC	AIRPORT GENERAL/ROUTING ENG	1,500.00	119163
250-43-9810-53050-047457-023	ENGINEERING CHARGES	BOLTON & MENK INC	RUNWAY 13/31 AND TAXIWAY A	2,500.00	119163
		Total For Check 119163		<u>4,725.00</u>	
Check 119169					
250-43-9810-53040	LEGAL SERVICES	ECKBERG LAMMERS P.C.	AIRPORT RULES & REGULATIONS	78.00	119169
250-43-9810-53040	LEGAL SERVICES	ECKBERG LAMMERS P.C.	AIRPORT	58.50	119169
		Total For Check 119169		<u>136.50</u>	
Check 2628					
250-43-9810-52120	MOTOR FUEL	DOOLEY'S PETROLEUM INC	1500.000 GAL AV GAS	5,670.00	2628
		Total For Check 2628		<u>5,670.00</u>	
Check 2629					
250-43-9810-52120	MOTOR FUEL	DOOLEY'S PETROLEUM INC	2000.000 GAL AV GAS	7,300.00	2629
		Total For Check 2629		<u>7,300.00</u>	
Check 2630					
250-43-9810-53210-047457-023	November 2025 AllStream Invoice	BANK OF MONTREAL - BMO	November 2025 AllStream Invoice	479.62	2630
250-43-9810-54270	service fee for using credit card	BANK OF MONTREAL - BMO	service fee for using credit card	0.54	2630
250-43-9810-54270	Annual HSEMI Reporting	BANK OF MONTREAL - BMO	service fee for using credit card	25.00	2630
		Total For Check 2630		<u>505.16</u>	
Check 2639					
250-43-9810-52120	MOTOR FUEL	DOOLEY'S PETROLEUM INC	2500.000 GAL AV GAS	9,550.00	2639
		Total For Check 2639		<u>9,550.00</u>	
		Fund Totals:			
			Fund 250 AIRPORT FUND	27,886.66	
				<u>27,886.66</u>	



## STAFF REPORT

**MEETING DATE:** March 23<sup>rd</sup> 2026  
**TO:** The Mayor and City Council  
**STAFF ORIGINATOR:** Amanda Milks, Deputy City Clerk  
**AGENDA ITEM:** Liquor License – Zoukmaya Forest Lake LLC

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### **INTRODUCTION:**

Zoukamaya has applied for an On-Sale and Sunday Sales liquor license. The restaurant has been established in Forest Lake for some time. But the current owner of Zoukmaya, Jonathan Soto Perez, has transferred ownership to three individuals; Elialid Goana-Ortega, Arlette Goana-Roman and Omar Goana-Roman.

### **ANALYSIS:**

A liquor license investigation was conducted by the Forest Lake Police Department and the applicants met all background and financial requirements to obtain a new liquor license. City staff has reviewed all requisite application submissions and has determined that the applicant meets all current city ordinance requirements as well as state requirements.

Minn. Stat. 340A.404 state that a City has the authority to issue an on-sale Liquor License to restaurants located within its jurisdiction. City Code Chapter §119.16 (I) states that Liquor licenses cannot be transferred to another person without the approval of City Council and application of a new license.

The full license application is available for review at City Hall.

### **RECOMMENDATION:**

Staff recommends City Council approve Resolution 03-23-26-04 authorizing issuance of On-Sale Intoxicating and Sunday Sales Liquor Licenses for Zoukmaya Forest Lake LLC with new ownership effective March 23<sup>rd</sup>, 2026 through January 31, 2027.

### **ATTACHMENTS:**

Resolution 03-23-26-04

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

**RESOLUTION 03-23-26-04**

**APPROVING ON-SALE LIQUOR LICENSE AND SUNDAY SALES LICENSE FOR  
ZOUKAMAYA FOREST LAKE LLC, DBA ZOUKMAYA**

**WHEREAS**, the City of Forest Lake received an application from Elialid Goana-Ortega, Arlette Goana-Roman and Omar Goana-Roman, on behalf of Zoukmaya Forest Lake LLC, DBA Zoukmaya for an On-Sale Liquor License and Sunday Sales Liquor License at 131 Lake Street Noth, Forest Lake, Minnesota; and,

**WHEREAS**, upon completion of the background investigations, the Forest Lake Police Department found nothing to preclude issuance of these liquor licenses; and,

**WHEREAS**, the Deputy City Clerk has reviewed the application materials and has found the application materials to be in conformance with City code and state statute related to liquor licensing; and;

**WHEREAS**, all required fees have been paid by the applicant.

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

The City of Forest Lake hereby approves the issuance of an On-Sale liquor license and Sunday Sales Liquor license to Zoukmaya Forest Lake LLC, DBA Zoukmaya, effective March 23, 2026 through January 31, 2027 unless cancelled or revoked prior to that date.

Adopted by the City Council of the City of Forest Lake on this 23<sup>rd</sup> day of March, 2026.

\_\_\_\_\_  
Blake Roberts, Mayor

ATTEST:

\_\_\_\_\_  
Jolleen Chaika, Assistant City Administrator/Clerk



## STAFF REPORT

**MEETING DATE:** March 23, 2026

**TO:** Honorable Mayor Roberts and Members of the City Council

**STAFF ORIGINATOR:** Jolleen Chaika, Interim City Administrator

**AGENDA ITEM:** Adoption of a City Social Media Policy

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### **INTRODUCTION:**

The City of Forest Lake currently utilizes social media platforms as a supplemental communication tool to share public information, promote community engagement, and provide timely updates to residents. However, the City does not currently have a formally adopted policy governing the creation, management, or oversight of official social media accounts.

In the absence of a policy, the City lacks standardized procedures related to account authorization, content management, legal compliance, records retention, and public interaction. This creates potential operational inefficiencies as well as legal and reputational risks.

To address these gaps, staff has developed a comprehensive Social Media Policy to establish clear governance, expectations, and safeguards for the use of official City social media platforms.

### **ANALYSIS:**

The proposed Social Media Policy is intended to formalize and standardize how the City uses social media across all departments. Key components of the policy include:

- **Governance and Oversight:** Establishes centralized authority under the Assistant City Administrator (or designee) to ensure consistent administration, branding, and risk management.
- **Account Authorization and Ownership:** Requires formal approval for the creation of any City social media account and clarifies that all accounts are City-owned assets.
- **Content Standards:** Defines appropriate and prohibited content, ensuring communications remain professional, non-partisan, and compliant with applicable laws.
- **Legal Compliance:** Addresses requirements under the Minnesota Government Data Practices Act, Open Meeting Law, and public records retention obligations.
- **Public Engagement and Moderation:** Provides constitutionally sound guidelines for moderating public comments, including viewpoint-neutral standards and an appeals process.
- **Security and Risk Management:** Establishes requirements for account security, access control, and credential management to reduce vulnerability.

- **Crisis Communication:** Ensures social media use is coordinated and accurate during emergency situations.

The absence of a formal social media policy exposes the City to several risks, including:

- **Legal Risk:** Potential violations of data privacy laws, First Amendment protections, and records retention requirements.
- **Inconsistent Practices:** Varying standards across departments for posting, moderation, and account management.
- **Reputational Risk:** Uncoordinated or inappropriate messaging that could undermine public trust.
- **Security Vulnerabilities:** Lack of standardized controls for account access and credential management.

Given the increasing reliance on social media as a public communication tool, it is critical that the City establish clear, legally compliant, and operationally sound guidelines.

It is important to note that there is no direct fiscal impact associated with adoption of this policy. Implementation will be managed with existing staff resources.

**RECOMMENDATION:**

Staff recommends that the City Council **approve the Social Media Policy** as presented.

**ATTACHMENTS:**

Draft Social Media Policy

# Forest Lake Social Media Policy

## 1. Purpose

The City of Forest Lake uses official social media accounts to enhance public communication, provide timely information, promote civic engagement, and support transparency in local government. This policy establishes governance, standards, and procedures for creating, managing, and moderating official City social media accounts in compliance with Minnesota law.

For municipal purposes, the City's social media accounts will be used for incidental, non-vital communication and general information only. It is not the purpose of the city's social media accounts to be a medium for transactions of city business. The one exception is in the case of a natural or man-made disaster, if it is determined by the City that the best means of communicating with the public is through the social media account(s).

## 2. Scope

This policy applies to:

- All official City-managed social media accounts
- All City departments, commissions, and affiliated programs

City employees or contractors who manage or post content on official City social media platforms

## 3. Authority and Oversight

The Assistant City Administrator, who is responsible for Communications, shall serve as the primary authority over official City social media, with day-to-day coordination through the account managers within each department.

The Assistant City Administrator (or designee) shall:

- Approve creation, suspension, or closure of official City social media accounts
- Maintain an official registry of City-managed social media platforms and administrators
- Establish Citywide branding, tone, and risk-management standards
- Resolve disputes related to moderation, legal risk, or public controversy

Authorize corrective actions for noncompliance

## 4. Account Creation and Ownership

### 4.1 Authorization

Employees are prohibited from creating social media accounts without written approval from the Assistant City Administrator (or designee). To create a new social media account, a request must be submitted to the Assistant City Administrator (or designee).

Requests for new social media accounts must include:

- Purpose and intended audience
- Proposed platform
- Department owner
- Primary and backup account administrators

### 4.2 Ownership

All official City social media accounts:

- Are property of the City
- Must use City-controlled email credentials
- Must not be associated in any way with to an individual employee's personal email or phone

### 4.3 Account Naming Standards

Account names must:

- Clearly identify the City or department
- Avoid abbreviations that create confusion
- Follow branding guidance issued by Administration

## 5. Account Security and Access

Departments must:

- Maintain at least two authorized administrators per account
- Store credentials securely in accordance with City/Metro INET policy
- Update access promptly when staffing changes occur
- Enable multi-factor authentication when available
- Use only City-issued devices to manage social media accounts (no personal device use allowed)

Failure to follow security requirements may result in account suspension.

## 6. Content Standards

### 6.1 Appropriate Content

Official City social media may include:

- Public service announcements
- City news, programs, and events
- Emergency alerts and public safety information
- Community engagement and outreach
- Educational and informational content

### 6.2 Prohibited Content

Official City accounts must **not** post:

- Political endorsements or campaign advocacy
- Data other than data classified as public or otherwise releasable under the Minnesota Government Data Practices Act
- Discriminatory, harassing, or defamatory content
- Commercial advertising

### 6.3 Tone and Brand

Posts must be:

- Professional, factual, and respectful
- Non-partisan and viewpoint-neutral
- Consistent with City branding and communication standards

## 7. Public Engagement and Comment Moderation

### 7.1 Public Commenting Standards

The City supports open dialogue while ensuring a safe and respectful environment.

### 7.2 Notice

The City's social media page must conspicuously display or link to a public notice that informs the public of the purpose of the social media presence and the terms one agrees to in accessing, using, or posting to the City's social media page. A sample notice accompanies this policy.

### 7.3 Content Subject to Removal

Comments may be removed if they contain:

- Obscene or pornographic content

- Direct threats to persons or property
- Material asserted to violate the intellectual property of another person
- Private, personal information about a person published without his/her consent
- Information that endangers the public by compromising a public safety security system
- Statutorily private, confidential, or nonpublic data
- Commercial promotions or spam

Hyperlinks to material that falls into at least one of the foregoing categories

Moderation must be applied **uniformly and without viewpoint discrimination**.

## 7.4 Blocking Users

Users may be blocked only when necessary to prevent repeated policy violations, consistent with First Amendment requirements and as authorized by the Assistant City Administrator (or designee).

## 7.5 Appeals

A member of the public whose comment is removed or account is blocked may appeal the removal of the comment and/or block and seek reconsideration of its removal by contacting the City in writing and explaining how the comment does not fall into one of the categories for removal. A written response should be provided as soon as reasonably possible.

# 8. Legal Compliance

## 8.1 Minnesota Government Data Practices Act (MGDPA)

Data posted, shared, or disclosed must comply with the Minnesota Government Data Practices Act on official City of Forest Lake social media accounts.

Employees and account administrators are prohibited from posting or confirming any of the following data:

- Personnel data that is not expressly public under Minn. Stat. § 13.43
- Active law enforcement investigative data under Minn. Stat. § 13.82
- Security-related information that could compromise public safety
- Medical, welfare, or other sensitive personal data protected by statute
- Attorney-client privileged or litigation-sensitive communications

When uncertainty exists regarding data classification, staff must consult the City Administrator's Office or City Attorney prior to posting.

## 8.2 Public Records Retention

As no transactions of city business shall be conducted through social media accounts (outside of disasters), in accordance with the City's records retention schedule, the City shall retain all social media messages only until read.

Departments must:

- Retain social media records per the City's approved retention schedule
- Archive posts, comments, messages, and deleted content when required

## 8.3 Open Meeting Law

Social media must **not** be used for conducting official City business or decision-making outside of lawful public meetings.

## 9. Crisis and Emergency Communications

During emergencies, social media messaging must:

- Align with official emergency communications protocols
- Be coordinated through the City's designated Emergency Manager or the City Administrator (or designee)
- Avoid speculation or unverified information

## 10. Employee Responsibilities

Employees managing official City social media accounts must:

- Complete required training
- Follow this policy and City communication standards
- Follow direction from the Assistant City Administrator (or designee)
- Escalate legal, safety, or reputational concerns promptly

Violations of this policy may result in disciplinary action.

## 11. Metrics, Evaluation, and Auditing

The Assistant City Administrator has the authority to:

- Review engagement metrics and effectiveness
- Conduct periodic audits of account compliance
- Recommend consolidation or closure of inactive accounts

## **12. Policy Review and Updates**

This policy shall be reviewed at least every **two to three years** or as laws and communication practices evolve.

## **13. Public Comment Disclaimer**

The City of Forest Lake welcomes respectful public discussion. Comments containing profanity, threats, personal attacks, discriminatory language, or unrelated commercial content may be removed. Moderation is applied in a viewpoint-neutral manner.

## SAMPLE PUBLIC NOTICE

The purpose of the City of Forest Lake's social media presence is to provide members of the community with information in more places and more ways than were traditionally available. All content of this site is public and is subject to disclosure pursuant to the Minnesota Government Data Practices Act. Please be aware that anything you post may survive deletion, whether by you or others. Do not post sensitive or personally identifiable information, such as social security numbers.

Following or "friending" persons or organizations is not an endorsement by the City and is only intended as a means of broadening communication. The City is not responsible for content found at links to third parties, nor the views or opinions expressed by third-party comments.

Please be advised that comments falling into the following category or categories may be removed:

- Obscene or pornographic content
- Direct threats to persons or property
- Material asserted to violate the intellectual property of another person
- Private, personal information about a person published without his/her consent
- Information that endangers the public by compromising a public safety security system
- Statutorily private, confidential, or nonpublic data
- Commercial promotions or spam
- Hyperlinks to material that falls into at least one of the foregoing categories

Should your comment be removed by the City and you believe it does not fall into one of the above categories, contact the Assistant City Administrator in writing to explain how the comment does not fall into one of these categories.

Should you wish to challenge the legality of any portion of this notice or the City's social media policy, you may contact the Assistant City Administrator in writing and explain the basis for the challenge in detail.

If you have any other questions about the City of Forest Lake's social media page, contact Jolleen Chaika, Assistant City Administrator at 651-209-9732.

By accessing, using, or posting to this City of Forest Lake's social media page, you acknowledge you have been advised of the foregoing.

Thanks for stopping by!



## STAFF REPORT

**MEETING DATE:** March 23, 2026

**TO:** Honorable Mayor Roberts and Members of the City Council

**STAFF ORIGINATOR:** Jolleen Chaika, Interim City Administrator

**AGENDA ITEM:** Appointment Recommendation: Police Captain

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### **INTRODUCTION:**

Following the announcement of Police Chief Rick Peterson's retirement effective April 3, 2026, the City Council approved the promotion of Captain Luke Hanegraaf to the position of Chief of Police, effective the same date. In conjunction with this action, the Council also authorized staff to initiate a recruitment process to fill the resulting vacancy in the Captain position.

Pursuant to Council direction, staff conducted an internal recruitment process to fill the upcoming Police Captain vacancy.

### **ANALYSIS:**

The City received two applications from qualified internal candidates. Following a review of qualifications and completion of interviews, Sergeant Jon Glader has been conditionally selected for appointment to the position.

Sergeant Glader has been employed with the Forest Lake Police Department since February 28, 2005. During his twenty-one years of service, he served as a School Resource Officer from 2010 to 2017 and was promoted to Detective Sergeant on February 17, 2024. He holds a bachelor's degree in Police Science and a master's degree in Public Safety Administration from Saint Mary's University.

Sergeant Glader currently oversees the Detective Division and School Resource Officer program. He also serves as the Toward Zero Deaths grant coordinator, bike patrol coordinator, and as a use-of-force and firearms instructor for the Department.

If approved, Sergeant Glader is anticipated to be sworn in on April 3, 2026.

### **RECOMMENDATION:**

Staff and Chief-designate Hanegraaf recommend that the City Council approve the appointment of Sergeant Jon Glader to the position of Police Captain, effective April 3, 2026, and establish

compensation at Grade 140, Step 4 of the City's adopted compensation plan, in accordance with the applicable pay schedule and personnel policies.



## STAFF REPORT

**MEETING DATE:** March 23, 2026

**TO:** Mayor and City Council

**STAFF ORIGINATOR:** Jolleen Chaika, Interim City Administrator

**AGENDA ITEM:** Hiring Recommendation – Summer Seasonal Employees

### **INTRODUCTION:**

Each summer the City hires temporary (seasonal) employees as park rangers, maintenance, and weed harvesters. The following employees are funded through their respective departments.

<b>Name</b>	<b>Position/Department</b>	<b>Rate of Pay</b>
Beau Anderson	Maintenance Worker/Parks	\$17.50
Brett Bakeberg	Maintenance Worker/Parks	\$17.00
Beau Dubuque	Maintenance Worker/Parks	\$17.50
Thomas Heikkila	Maintenance Worker/Parks	\$17.00
Gage Lund	Maintenance Worker/Parks	\$18.00
Cooper Mikres	Maintenance Worker/Parks	\$17.50
Jake Whebbe	Maintenance Worker/Parks	\$17.00
Roger Harris	Park Ranger/Parks	\$16.50
Andrew Rupar	Park Ranger/Parks	\$18.00
Samantha Rondo	Park Ranger/Parks	\$16.00
Joel Simonson	Park Ranger/Parks	\$16.00
Anthony Cappelletti	Maintenance Worker/Streets	\$18.00
Aidan Erickson	Maintenance Worker/Streets	\$18.00
Hunter Hanegraaf	Maintenance Worker/Streets	\$17.50
Owen Lewis	Maintenance Worker/Streets	\$17.00
Devin Rome	Maintenance Worker/Streets	\$17.00
Gavin Johnson	Maintenance Worker/Water-Sewer	\$17.00
Owen Peterson	Maintenance Worker/Water-Sewer	\$17.00
Cooper Severson	Maintenance Worker/Water-Sewer	\$17.00
Thomas Whitcomb	Maintenance Worker/Water-Sewer	\$17.00
Joe Pederson	Weed Harvester	\$22.00
Jason Wild	Weed Harvester	\$22.00

### **RECOMMENDATION:**

Staff recommend Council move to approve the hire of the above-listed temporary employees.

### **ATTACHMENTS:**

None



**BOLTON  
& MENK**

Real People. Real Solutions.

25  
7533 Sunwood Drive NW  
Suite 206  
Ramsey, MN 55303-5119

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

March 23, 2026

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

RE: 2026 Airport Apron Expansion Project  
Approval of Plans Specifications and Authorize Advertisement for Bids

Dear Mayor and Council:

We have completed the plans and specifications for the 2026 Airport Apron Expansion project.

Phase 1 of the Apron construction, consisting of a 285-foot-long by 80-foot-wide apron section, was completed in 2026. Phase 2 will complete the Apron with an additional 170-foot-long by 80-foot-wide expansion.

Please see the attached Title Sheet and Project Layout for this year's project limits. At this time, we respectfully request that the Council approve the plans and specifications and authorize advertisement for bids.

Anticipated Project Schedule:

- Approve Plans & Specifications/Authorize Ad for Bid March 23, 2026
- Bid Opening April 22, 2026
- Possible Award at City Council Meeting April 27, 2026

The project will be funded through a combination of state and local funds, with the state covering 90% and the local share being 10%. The total engineer's estimated project cost is \$230,000, with the state share at \$207,000 and local share at \$23,000.

If you have any questions regarding the 2026 Airport Apron Expansion Project, please contact me at [silas.parmar@bolton-menk.com](mailto:silas.parmar@bolton-menk.com) or 612-987-0138.

Sincerely,

**Bolton & Menk, Inc.**

**Silas Parmar, P.E.**  
Aviation Project Manager

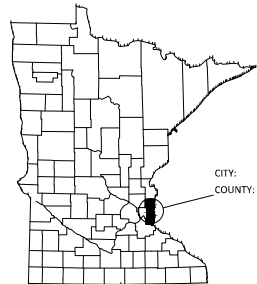
Enclosures: Project Title Sheet  
Project Layout

# FOREST LAKE AIRPORT

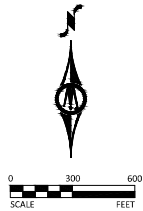
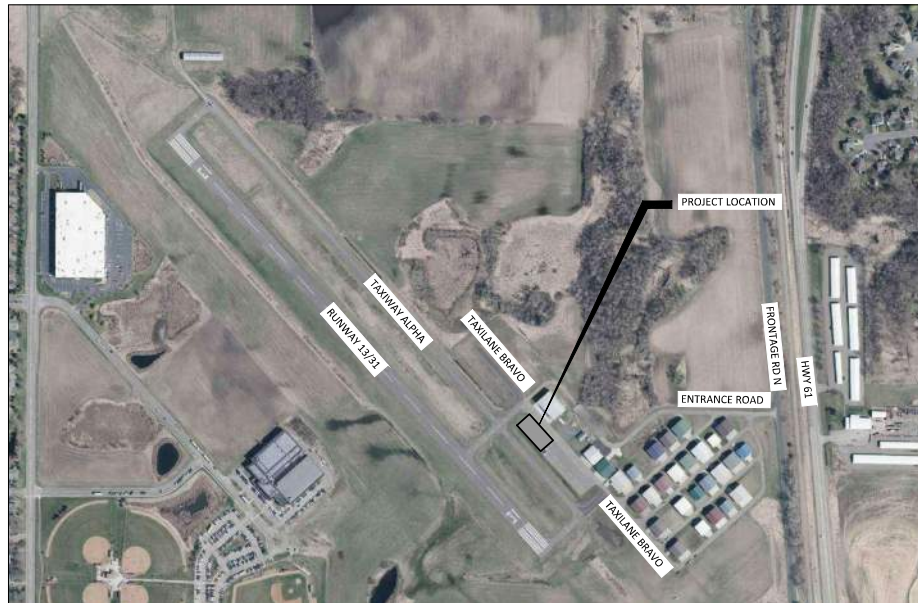
## CONSTRUCTION PLANS FOR

# APRON EXPANSION

SP NO. A8206-25  
MARCH, 2026



**PROJECT LOCATION**



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

SHEET NUMBER	SHEET TITLE
<b>GENERAL</b>	
G0.01	TITLE SHEET & STATEMENT OF ESTIMATED QUANTITIES
G2.01	CONSTRUCTION SAFETY & PHASING PLAN
<b>CIVIL</b>	
C0.01	EXISTING CONDITIONS, REMOVALS & EROSION CONTROL PLAN
C1.01	TYPICAL SECTION & DETAILS
C3.01	GRADING & PAVING PLAN
C7.01	PAVEMENT MARKING & TIEDOWN PLAN
THIS PLAN SET CONTAINS <u>6</u> SHEETS.	

STATEMENT OF ESTIMATED QUANTITIES				
ITEM NO.	SPEC NO.	ITEM	UNIT	EST. QUANTITY
<b>SCHEDULE 1: APRON EXPANSION</b>				
2	GP 70-08	LOW PROFILE BARRICADES	EACH	15
3	C-105	MOBILIZATION	LUMP SUM	1
4	2104.503	SAWCUTTING BITUMINOUS PAVEMENT	LIN FT	250
5	2105.607	COMMON EXCAVATION	CU YD	1,570
6	2105.607	SUBGRADE EXCAVATION	CU YD	160
7	2105.607	GRANULAR BORROW	CU YD	160
8	2105.607	SELECT GRANULAR BORROW (CV)	CU YD	1,260
9	2211.507	AGGREGATE BASE, CL 5	CU YD	270
10	2360.504	TYPE SP 9.5 WEARING COURSE MIX (2.B)	TON	160
11	2360.504	TYPE SP 12.5 NON WEARING COURSE MIX (2.B)	TON	160
12	2452.003	AIRCRAFT TIEDOWN IN PAVEMENT	SET	3
13	2573.503	SILT FENCE, TYPE MS	LIN FT	350
14	2574.507	COMMON TOPSOIL BORROW (OBTAINED ON-SITE)	CU YD	100
15	2575.805	TURF RESTORATION	ACRE	0.30
16	2682.903	6" PAVEMENT MARKINGS, YELLOW	LIN FT	110

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

*Silas P. Parmar*  
SILAS P. PARMAR  
48688  
DATE: 03/23/26



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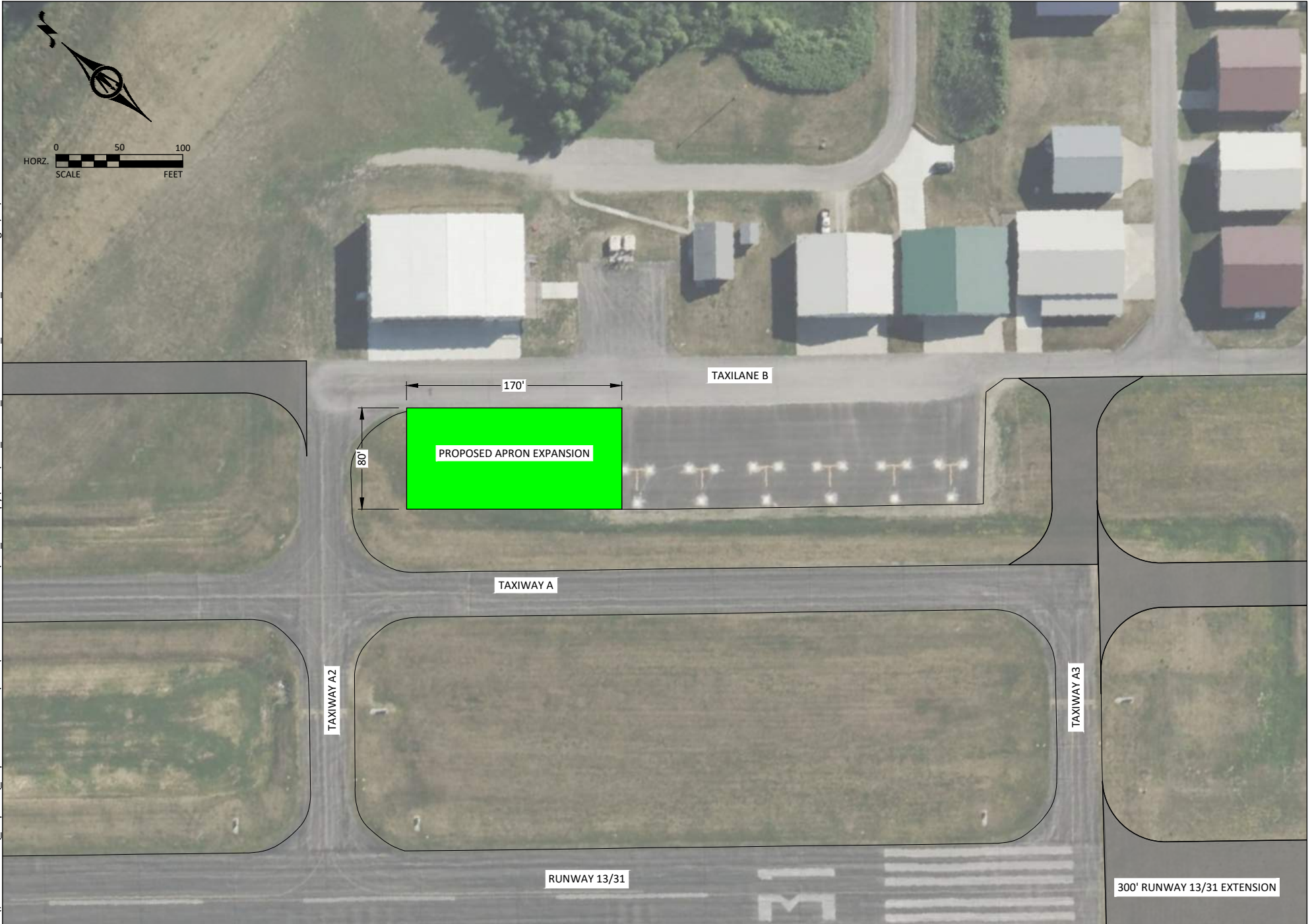


DESIGNED	DRAWN	CHECKED	SCALE
MLW			
MLW			
SPP			
CLIENT PROJ. NO. 26A-142295-000			

**FOREST LAKE AIRPORT**  
**APRON EXPANSION**  
**TITLE SHEET & QUANTITIES**

SHEET  
**G0.01**

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## STAFF REPORT

**MEETING DATE:** March 23, 2026  
**TO:** The Mayor and City Council  
**STAFF ORIGINATOR:** Kyle Young, Parks and Recreation Coordinator  
**AGENDA ITEM:** Farmers Market Purpose and Regulations

---

### **INTRODUCTION:**

City staff has prepared a Farmers Market to enhance access to fresh, locally sourced foods and create a vibrant community gathering event.

To ensure long-term success, consistency, and alignment with City goals, staff are presenting a defined purpose statement along with a set of operational regulations for City Council review and approval.

### **ANALYSIS:**

Establishing a clear purpose and regulatory framework will help ensure the Farmers Market operates efficiently, aligns with community goals, and maintains a consistent level of quality.

The proposed regulations are designed to balance accessibility for vendors with community expectations, ensure health and safety compliance, and promote fairness and organization within the market. Additionally, this framework will support consistent operations from year to year by providing a clear guiding document for staff and vendors alike.

Overall, this structure positions the Farmers Market for long-term success while minimizing operational challenges.

### **RECOMMENDATION:**

City Council make a **“motion to approve the *Forest Lake Farmers Market Purpose and Regulations.*”**

### **ATTACHMENTS:**

- A. City of Forest Lake Farmer’s Market Purpose and Regulations
- B. City of Forest Lake Farmer’s Market Application
- C. City of Forest Lake Farmer’s Market Permit

## Attachment A

**FOREST LAKE FARMERS' MARKET  
PURPOSE AND REGULATIONS**STATEMENT OF PURPOSE

To encourage commerce and expand the availability of fresh produce to its residents, the City of Forest Lake provides a Farmers' Market. The City recognizes the worth of a public produce market but also desires to preserve the interests of permanent retail businesses of the City and therefor only allowing Farm Grown and Homemade/Handmade comestibles while encouraging Homemade/Handmade comestibles to use locally grown and purchased goods.

SEASON

The Forest Lake Farmers' Market shall operate on Saturdays beginning June 20 and concluding on the last Saturday of October weather pending.

TIME

The Forest Lake Farmers' Market shall be open for public sale from 8:00 a.m. to 12:00 p.m. Merchants selling produce at the Farmers' Market are allowed to set up beginning at 7:00 a.m. and all vehicles and materials must be removed no later than 1:30 p.m. on the day of the market.

RESERVED LOCATIONS

Merchants wishing to sell produce or other allowed products at the market are required to apply to the Parks Department to reserve a sale space. An individual or farm may reserve only one space. If space is not available, the application will be placed on a waiting list.

Priority for space assignments will be given to the individual who reserved the space the previous year.

An annual fee will be charged by invoice to approved Farmer Market Vendors based on the City of Forest Lake approved Fee Schedule.

SALES AREA

Vendors will use their designated space in the farmers market sales area shown in Attachment A. Vendors must park their vehicles in the vendor parking area shown in Attachment A. Vendors are not allowed to park their vehicle in the dedicated market space unless prior approval is requested to the Parks Department and must include items being sold directly from the vehicle. Vendors will be allowed to drive their vehicles into the dedicated market space to drop off their sale items and set up a maximum 10x10 tent up until 7:45am and again after 12:15pm to take down and pick up their sale items.

Upon approval of a reservation application or temporary permit, a merchant will be provided with an identification sign, shown in Attachment B, which must be clearly displayed at all times the assigned space is occupied. The identification sign shall distinguish between individuals/merchants who grow or prepare their produce or product and those who purchase all or a portion of their produce or product for resale.

### ITEMS ALLOWED FOR SALE

The following items are allowed for sale at the Forest Lake Farmers' Market:

- All forms of fresh and preserved vegetables and fruits grown and prepared by the merchant in a licensed facility.
- Cheese, specialty meats, and eggs, if produced or raised by the merchant.
- Honey and preserves, if packages are canned in accordance with rules established by the Minnesota Department of Agriculture
- Bakery goods prepared in a licensed bakery
- Dried flowers or plants which are not arranged for decorative purposes
- Spices and home canning ingredients (dill, etc.)
- Arranged or cut flowers and bedding plants if grown by the merchant
- Organic beverages
- Minnesota Grown Certified gelato
- Minnesota Grown Certified home-made pasta
- Minnesota Grown Certified kettle corn
- Fertilizer that is local and natural recycled and produced by the merchant.
- All natural baking mixes created by the merchant with some MN grown products.
- Milled flours created by the merchant with some MN grown products.
- Cottage Food Producers that are registered with the Minnesota Department of Agriculture.

*\*\* All items allowed for sale at the Farmers' Market must be made in compliance with the Minnesota Department of Health.*

The following items are specifically disallowed for sale in the Forest Lake Farmers' Market:

- Clothing; handicraft items and art objects including wreaths; non-organic beverages; prepared food other than bakery items; toys; tools; candles; soap; and any food other than that specifically allowed above.

### CLEAN-UP

Prior to leaving the Farmer's Market, each merchant is expected to collect and remove any paper, bags, boxes or miscellaneous debris, which is placed near the site as a result of his/her sales. Merchants responsible for leaving debris behind will be prohibited from selling in the Farmer's Market for a period of twelve months.

### GENERAL INFORMATION

General information about the Farmers' Market or space availability information can be obtained by calling the City's Parks Department at 651-209-9723.



Vendor Parking

Market Sales Area

EF

**City of Forest Lake**  
**Farmer's Market Application**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: (H) \_\_\_\_\_

(W) \_\_\_\_\_

(C) \_\_\_\_\_

**Email address:** \_\_\_\_\_

Items you will be selling at the market check all that apply or indicate in blank spaces:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Apples                                   | <input type="checkbox"/> Grapes         | <input type="checkbox"/> Tomatoes                                       |
| <input type="checkbox"/> Asparagus                                | <input type="checkbox"/> Greens/Lettuce | <input type="checkbox"/> Wild Rice                                      |
| <input type="checkbox"/> Bakery Products (please briefly specify) | <input type="checkbox"/> Herbs          | <input type="checkbox"/> Wildflowers                                    |
| <input type="checkbox"/> Beans                                    | <input type="checkbox"/> Honey          | <input type="checkbox"/> Specialty Meats (please briefly specify below) |
| <input type="checkbox"/> Bedding plants                           | <input type="checkbox"/> Maple Syrup    | <input type="checkbox"/> Gelato (MN Grown Cert.)                        |
| <input type="checkbox"/> Beets                                    | <input type="checkbox"/> Melons         | <input type="checkbox"/> Organic Beverages                              |
| <input type="checkbox"/> Blackberries                             | <input type="checkbox"/> Mushrooms      | <input type="checkbox"/> Pasta (MN Grown Cert.)                         |
| <input type="checkbox"/> Blueberries                              | <input type="checkbox"/> Native plants  | <input type="checkbox"/> Kettle Corn (MN Grown Cert.)                   |
| <input type="checkbox"/> Broccoli                                 | <input type="checkbox"/> Onions         | <input type="checkbox"/> All Natural Fertilizer                         |
| <input type="checkbox"/> Cabbage                                  | <input type="checkbox"/> Pears          | <input type="checkbox"/> Milled Flours w/MN Ingred.                     |
| <input type="checkbox"/> Carrots                                  | <input type="checkbox"/> Peppers        | <input type="checkbox"/> Baking Mixes w/MN Ingred.                      |
| <input type="checkbox"/> Cheese                                   | <input type="checkbox"/> Plums          | <input type="checkbox"/> _____  |
| <input type="checkbox"/> Cucumbers                                | <input type="checkbox"/> Popcorn        | <input type="checkbox"/> _____  |
| <input type="checkbox"/> Currants                                 | <input type="checkbox"/> Potatoes       | <input type="checkbox"/> _____  |
| <input type="checkbox"/> Dill                                     | <input type="checkbox"/> Preserves      | <input type="checkbox"/> _____  |
| <input type="checkbox"/> Eggplant                                 | <input type="checkbox"/> Pumpkins       | <input type="checkbox"/> _____  |
| <input type="checkbox"/> Eggs                                     | <input type="checkbox"/> Raspberries    | <input type="checkbox"/> <b><u>MN Grown Certified</u></b>               |
| <input type="checkbox"/> Elderberries                             | <input type="checkbox"/> Rhubarb        | <input type="checkbox"/> <b><u>Licensed bakery</u></b>                  |
| <input type="checkbox"/> Flowers, Cut                             | <input type="checkbox"/> Seed           | <input type="checkbox"/> <b><u>Certified Organic</u></b>                |
| <input type="checkbox"/> Flowers, dried                           | <input type="checkbox"/> Soybeans       | <input type="checkbox"/> <b><u>Cottage Food Certified</u></b>           |
| <input type="checkbox"/> Garlic                                   | <input type="checkbox"/> Squash         |   |
| <input type="checkbox"/> Gourds                                   | <input type="checkbox"/> Strawberries   |   |
|   | <input type="checkbox"/> Sweet Corn     |   |

- CHECK HERE IF YOUR ITEMS ARE MINNESOTA GROWN**
- Please provide FMNP/CVV voucher ID No.** \_\_\_\_\_

Before your spot can be determined this must be completed and returned to the City of Forest Lake, Parks Department. Please mail to address below on or before **April 1, 2026**:

**City of Forest Lake**  
**Parks Department**  
**1408 Lake St. S**  
**Forest Lake, MN 55025**

**DO NOT WRITE BELOW THIS LINE, FOR OFFICE USE ONLY:**

STALL NUMBER: \_\_\_\_\_



**Forest Lake**  
AS GOOD AS IT SOUNDS

**Stall#** \_\_\_\_\_

## **Farmer's Market**

This merchant, \_\_\_\_\_ is hereby authorized to participate in this Farmer's Market during \_\_\_\_\_ season in accordance with the policies set forth by the City Council of the City of Forest Lake.

This merchant does/does not produce all items offered for sale at this stand.

Approved by:

\_\_\_\_\_



# STAFF REPORT

**MEETING DATE:** March 23, 2026

**TO:** City Council

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

**AGENDA ITEM:** Forest Road North Garage Final Planned Unit Development

**60-Day Deadline:** April 18, 2026

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**INTRODUCTION:**

Austin Hallberg, representing Hallberg Marine, is requesting City Council approval of a Final Plat and Final Planned Unit Development (PUD) to develop an approximately 30-acre property located on Forest Road North Garage, situated between Interstate Companies and the Forest Lake Airport. Approximately 6.38 acres of the site are currently identified as wetlands.

At the time of the Preliminary Plat and PUD review, the applicant identified the need for flexibility in the ultimate buildout of the site, with the development concept contemplating a flexible range of potential garage condominium development over time, without establishing a fixed unit count at the preliminary stage. On June 23, 2025, the City Council reviewed the proposal at the concept level and provided high-level feedback. On October 13, 2025, the City Council conditionally approved the Preliminary Plat and PUD for the Forest Road North Garage, consisting of two distinct development areas, referred to throughout this report as the Garage Condos Site and the Contractor’s Yard Site.

The Garage Condos Site includes multiple individually platted lots intended to accommodate garage condominium buildings with associated business and flex-space uses. The Contractor’s Yard Site consists of a separate lot containing a future building and contractor’s yard with associated outdoor storage. Since preliminary plat approval, the plan set has been refined to clarify site layout, circulation, building footprints, and phasing considerations, while maintaining the overall mixed garage condo and flex-space development concept reviewed at the preliminary stage.

To provide clarity for future phases of development while preserving the flexibility contemplated during the preliminary review, staff recommends establishing a maximum cap of 150 garage condominium units for the overall development. Any proposal to exceed this cap would require a formal amendment to the approved Planned Unit Development and review and approval by the City Council.

For City Consideration:

- Forest Road North Garage Final Planned Unit Development
- Forest Road North Garage Final Plat
- Forest Road North Garage Development Agreement
- Forest Road North Garage Assessment Agreement

**ANALYSIS:**

**Land Use Analysis**

Forest Lake 2040 Comprehensive Plan:

The property is designated for Industrial future land use, intended to support manufacturing and processing activities, including light and heavy industrial uses and large warehouse facilities. The proposed land uses are consistent with the City's adopted future land use designation.

Chapter 153 Zoning Code:

The proposed plat is for a development consisting of an industrial condominium/multi-tenant structure and a contractor's yard. The project is proposed as a Planned Unit Development (PUD), which allows for limited flexibility from the base zoning standards of the City's Industrial zoning district. An evaluation of the project's conformance with applicable zoning standards is provided in this report.

*Proposed Land Uses and Required Entitlements:*

Garage Condos Site – uses approved through the PUD:

- Principal Use – Industrial Condominium/Multi-Tenant Structures
- Accessory Use – Outdoor storage

Contractor's Yard Site – uses approved in Future Site Plan review and CUP:

- Principal Use – Offices (Contracting office)
- Accessory Use – 1.63 acre "Contractor's Yard"

While staff previously raised concerns at the preliminary stage, the City Council's preliminary approval on October 13, 2025 included the outdoor storage component as shown on the approved PUD concept. As a result, outdoor storage is expressly addressed and regulated through this PUD approval.

The City's zoning ordinance generally restricts outdoor storage except where expressly permitted for a specific use, such as a contractor's yard. Through the PUD ordinance for this project, the City permits outdoor storage as an accessory to the approved principal use. This approval is limited to this PUD and does not establish permission for outdoor storage on other industrial properties without similar discretionary approvals.

**Planned Unit Development**

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

## Bulk Standards

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

Standard	Industrial District Requirement	Garage Condos Site		Contractor's Yard Site
		Condos	Flex Space Buildings	
Minimum lot Size	1 acre	Varies (0.18 ac to 0.60 acre)	0.51 acre	4.58 acre
Minimum Lot Width	150'	55' – 100'	81.42'	309.64'
Building Height	45'	30' (to peaked roof)	29' (to flat roof)	SEE NOTE
<b>Setbacks</b>				
Front:	25'	40'	100'	80'
Side (Interior):	7.5'	10'	25'	58'
Rear:	30'	190'	NA	685'

NOTE: Building height for the Contractor's Yard Site shall be established through future site plan and conditional use permit approval and shall comply with applicable zoning and airport overlay requirements.

## Lot Configuration

The Garage Condo site will contain 14 buildings, each on an individually platted lot. Surrounding each individually platted building lot will be 5 different outlots collectively encompassing the parking and drive areas along with the preserved wetland areas and the proposed outdoor storage area. A 6<sup>th</sup> outlot, Outlot F, will be final platted in the future with the development of a future contractor's office and yard. The configuration of lots and outlots currently shown on the final plat will allow phased buildout of the buildings proposed on the Garage Condo's site. As both the industrial flex space and garage condo buildings are constructed, they will be platted with a Common Interest Community (CIC or "Condo" plat) to allow for the individual spaces in each building to be sold as separate units. All shared access, parking, utilities, and stormwater facilities shall be governed by recorded easements and CIC documents to ensure perpetual access and maintenance.

A condition is recommended requiring the applicant to submit all Common Interest Community (CIC) plats to the City for review and approval prior to recordation, and to furnish the City with copies of all CIC plats approved by Washington County for this project.

## Stormwater Management

The final plan consolidates stormwater treatment into four ponds (reduced from five at the preliminary stage) based on final engineering design. Final design details, including sizing and capacity calculations, were provided for review and approval with the submission of the final engineering plans. One stormwater pond is proposed to be shared by the two different sites. To

address long-term stormwater pond maintenance responsibilities, a private maintenance agreement between the affected property owners shall be required if determined necessary by the City Engineer to ensure perpetual maintenance.

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

### **Environmentally Sensitive Land Impact**

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

- 100-yr Flood Plain: Not applicable, not within a 100-yr flood plain
- 500-yr Flood Plain: Not applicable, not within a 500-year flood plain
- Slopes: Not applicable, no excessive slope on the site.
- Wetlands: As currently proposed approximately 39,785 square feet (1.78 acres) of wetlands will be impacted across the site with approximately 242,913 square feet (5.58 acres) undisturbed.

### **Public Utilities**

The applicant shall be responsible for the extension of the watermain along the west side of Forest Road North Garage with connection to the existing watermains. Water service shall be extended to all buildings on the site per applicable building codes. Sanitary Sewer service will be extended through the site with required connections to the existing Sanitary Sewer located within Forest Road North Garage. All utility extensions must be consistent with applicable city engineering standards.

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

### **Public Right of Way Improvements**

The segment of Forest Road North Garage abutting this development is not presently constructed to the City's standard for collector roadways. Staff therefore recommend the requirement to improve the segment of Forest Road North Garage abutting this project. Based on coordination with the applicant, staff recommend a condition that the applicant be required to pay for the road project. This approach maintains the preliminary approval requirement that the development bears the cost of required roadway improvements, while allowing construction through a coordinated public project. The amount of the fee, and timing of payment will be established in the Development Agreement and Deferred Assessment Agreement required for this project.

### **Access and Circulation**

This development is proposed to have one primary access point for each use. The Garage Condo site will contain one primary vehicle access with one additional emergency vehicle access point. Emergency access controls are not for use outside of emergency situations and will have a swing gate (or other Fire Department–approved device) to prevent regular use.

Access to the garage condo units will be provided through, at minimum, 50-foot-wide private drives. The drives will be wide enough to support parking on both sides abutting individual condo units and still allow for two-way traffic lanes and minimum fire apparatus turning movements. The applicant has provided the proposed HOA Declarations to the City, which are being reviewed to ensure that all future garage condo owners have access to the common areas and individual units.

A condition is added to conform with any revisions to the Common Interest Community (CIC) declarations or title documents as required by the City Attorney to ensure adequate access, maintenance, and operational responsibilities.

### **Parking**

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

#### Number of stalls:

<b>Use</b>	<b>Stalls Required (code requirement per use)</b>	<b>Stalls Proposed</b>
Business Office Flex Space	Industrial/Warehousing = 15 stalls (1/2000 gross sq ft)  Offices = 150 (1/200 gross sq ft)	96 stalls (1 stall/313 gross sq ft of buildings)
Garage Condo Units	Industrial/Warehousing = 139 stalls (1/2000 gross sq ft)	210+ stalls (including a minimum of two stalls per unit, plus shared guest and circulation-area parking)
Industrial Flex Space/Contractor's Yard	Industrial/Warehousing = 5 stalls (1/2000 gross sq ft) Offices = 50 (1/200 gross sq ft)	30 stalls (1 stall/333 gross sq ft of buildings)

Parking calculations are based on building square footage and applicable use classifications and are not intended to establish or imply a fixed number of individual condominium units.

Given the private ownership model and varied user schedules, parking demand is expected to be distributed throughout the day rather than peaking simultaneously. Therefore, staff consider the proposed parking to sufficiently address the City's requirements.

#### Location:

City Code requires all parking to be screened from public view. Most parking and internal circulation on this site is screened from public view along Forest Road North Garage. Proposed

landscaping helps to break up the parking that is visible from the Forest Road corridor. Staff are therefore supportive of flexibility to this standard.

#### Surfacing & Curbing:

To meet city standards, a combination of standard and ribbon (flat) curbing is provided surrounding parking and drive areas on site. The east side of the parking lots serving the flex industrial buildings are intentionally sloped to allow water to sheet drain into the swale along Forest Road North Garage. To meet the City's curbing requirement, the applicant has provided ribbon (flat) curbing in locations where stormwater sheet drains to the City's right of way.

Storage areas for contractor's yards are permitted to be dustless alternatives to gravel and must be approved through a future site plan review and conditional use permit.

#### Lighting:

Proposed lighting generally meets the City's footcandle limits at property lines, with limited, code-permitted exceptions at primary access points for safety and visibility.

#### **Signage**

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

#### **Woodland Preservation / Tree Mitigation**

Primarily, existing trees on this site are located along the western boundary of the property in upland areas surrounding the wetland complex. It appears that there are sufficient trees in this area to qualify as a Significant Woodland under the City's code. On industrial parcels, development activity may remove up to 60% of significant woodlands without required replacement. As proposed, the applicant is removing 52% of the trees within the Significant Woodland on site and would not require replacement.

#### **Landscaping Requirements**

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

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

##### Overstory Trees

- Required = 75 (perimeter/60)
- Proposed = 24

##### Understory Trees/Shrubs

- Required = 450 (perimeter/10)

- Proposed = 154

Flexibility from the City's landscaping requirements is requested through the PUD. Fewer trees are proposed than previously shown due to conflicts with required site improvements, primarily stormwater management facilities and associated easements. Staff support the requested flexibility, as most remaining open areas on the site consist of preserved wetlands, land dedicated for stormwater management, or areas constrained by underground utilities.

The revised plans also preserve additional wetland areas compared to the earlier concept and preliminary plat plans. While limited locations may exist where additional trees could be installed, staff find that strict adherence to the numeric landscaping standards would result in impractical planting locations with poor survivability and limited visual benefit. In addition, the proposed understory tree and shrub plantings meet the landscaping requirements for frontage along Forest Road North Garage.

For these reasons, the requested landscaping flexibility is consistent with the intent of the PUD ordinance to allow site-specific design solutions while protecting environmental resources.

### **Design Standards**

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

### Site Layout

The site substantially conforms with the design elements for Industrially zoned properties such as site layout, lighting, internal circulation, loading, and exterior storage.

### Visual Interest and Building Materials

The proposed flex space buildings fronting Forest Road North Garage meet minimum standards for visual interest by including accent materials, contrasting yet complementary colors, and articulated entrances. Per the condition of the Preliminary Plat and PUD, the north and south building elevations have storefront marquees.

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

### **Parkland Dedication**

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

### **Phasing Plan**

The applicant has indicated that the proposed development will be constructed in multiple consecutive phases. Specific timing for each phase has not yet been established; therefore, a condition is recommended requiring submission of a phasing plan prior to recording of the final plat and execution of the Development Agreement.

### **Forest Lake Airport Overlay District**

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

### **Review Comments**

City Engineer – City Engineer Ryan Goodman provided a City Engineering Memo dated January 12, 2026, outlining comments and requirements related to the civil plans submitted for the Forest Road North Garage final plat and PUD. Staff recommend a condition of approval requiring compliance with this memo. Key items identified in the Engineering Memo include the following:

- The applicant has provided required easements on the Final Plat.
- The applicant will be responsible for reconstruction of Forest Road North Garage to current City standards, with cost responsibility and payment timing to be established through a Development Agreement.
- Revisions to the project plans are required to address review comments related to grading, utilities, details, and other technical elements.
- All proposed site improvements shall be privately owned and maintained.

Fire Chief – Fire Chief Alan Newman confirmed fire hydrant locations in conjunction with the Engineering review.

Building Department – Building Official Jason Wagner noted that any building over 2000 gross square feet will require fire sprinklers, and the water supply will need to be sized accordingly.

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

Rice Creek Watershed District (RCWD) – The applicant received a conditional approval from the RCWD on November 12, 2025. Pending approval of revised plans and securities by the watershed, the applicant will have met RCWD requirements to begin work on site.

### **Public Hearing**

A public hearing notice has been posted and mailed in advance of the City Council meeting as required by the City's ordinance and state statute.

**RECOMMENDATION:**

The Planning Commission reviewed the Final Planned Unit Development (PUD) and Final Plat for the Forest Road North Garage and voted 7–0 to recommend approval of the Final PUD and Final Plat to the City Council.

The Planning Commission’s recommendation is based on the enclosed Findings of Fact, which conclude that:

1. The Forest Road North Garage final plat and PUD are consistent with the City’s adopted 2040 Comprehensive Plan.
2. The Forest Road North Garage final plat and PUD are consistent with the conditional approval of the preliminary plat and PUD by the Forest Lake City Council on October 13, 2025.
3. The City finds that approval of the Forest Road North Garage Final Plat and Final Planned Unit Development is expressly limited by the City to a maximum of one hundred fifty (150) storage and twenty (20) commercial condominium units, and that any increase in unit count would require a Planned Unit Development amendment approved by the City.
4. The Forest Road North Garage final plat and PUD are consistent with the City’s Subdivision and Zoning ordinances, surface water management plan, airport zoning regulations, and applicable engineering standards.
5. The Forest Road North Garage final plat and PUD are consistent with the existing and planned surrounding context.
6. The Forest Road North Garage final plat and PUD plans will not negatively impact the health, safety, and general welfare of the surrounding area.
7. The Forest Road North Garage final plat and PUD plans will not create an unmitigated burden on parks, schools, streets or other public facilities.
8. The Forest Road North Garage final plat and PUD will be constructed in a phased manner acceptable to the City.
9. The Forest Road North Garage final plat and PUD plans will not negatively impact environmental quality, property values, scenic views, and reasonable enjoyment of the surrounding area.
10. Flexibilities to city code proposed in the Forest Road North Garage final plat and PUD plans are justified by the design of the proposed use.

Following the City Council public hearing and consideration of the record, staff recommends the City Council **make a motion to:**



1. **Approve the Forest Road North Garage Final Plat, Final Planned Unit Development, and Rezoning through adoption of Resolution No. 03-23-26-01, Ordinance No. 768 and Resolution No. 03-23-26-02.**

2. **Approve the Forest Road North Garage Assessment Agreement and Development Agreement with minor modifications by the City Attorney.**

**ATTACHMENTS:**

1. Site Location Map
2. Project Narrative
3. Forest Road North Garage Final Plans
4. Resolution 03-23-26-01 Approving the Final PUD and Plat
5. Ordinance 768 Approving the Forest Road North Garage PUD Standards
6. Resolution 03-23-26-02 Approving the summary publication of Ordinance 768
7. Forest Road North Garage Assessment Agreement
8. Forest Road North Garage Development Agreement

**Legend**

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



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



**Disclaimer:**

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

0 527 Feet



## **Forest Blvd N. – Project Development Narrative – Garage Condos**

Preliminary Plat and Preliminary PUD approval was received by the Planning Commission on 10/8/2025 and the City Council on 10/13/2025 for the proposed development of 30 acres of land located along Forest Blvd N., Forest Lake, MN (*parcel number 200322113006*). A full legal description of the parcel is referenced within application documents.

The intent of the developer memo is to highlight any significant changes between preliminary submission to final submission incorporating staff and commission/council review comments as detailed below.

1. The front two buildings (flex office) have been revised to provide additional building modulation, structural elements, and color patterns.
2. The Garage Condominium buildings adjacent to Forest Rd North have been revised with an increased number of exterior elements, windows, and additional landscape to assist in visual impact.
3. Outdoor storage area located on the Garage Condominium parcels has been reduced by roughly 9,200 SF resulting in smaller storage footprint while increasing the natural buffer of the woods and trees.
4. Discussions and review with Rice Creek Watershed have resulted in a revised impact plan and conditional approval. The overall wetland impact area has been reduced by roughly (36,460SF) or 0.84 acres.
5. The revised final plans due to watershed comments and smaller outdoor storage area combined, result in a reduced impacts of the woodland preservation by roughly (59,000)SF or a 42% impact.

Enclosed are full applications for the Final PUD and Final Plat

# FOREST ROAD NORTH GARAGE

**KNOW ALL PERSONS BY THESE PRESENTS:** That Forest Rd North Development, LLC, a Minnesota limited liability company, fee owner of the following described property:

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

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

Has caused the same to be surveyed and platted as FOREST ROAD NORTH GARAGE and does hereby dedicate to the public for public use forever the public way and the drainage and utility easements as created by this plat for drainage and utility purposes only.

In witness whereof said Forest Rd North Development, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Forest Rd North Development, LLC  
By \_\_\_\_\_ Its \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_ its \_\_\_\_\_ of Forest Rd North Development, a Minnesota limited liability company, on behalf of the company.

Notary Public, Signature \_\_\_\_\_ Notary Public, Printed Name \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SURVEYORS CERTIFICATE**  
I Rory L. Synstleien, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Rory L. Synstleien, Licensed Land Surveyor  
Minnesota License No. 44565

STATE OF MINNESOTA, COUNTY OF HENNEPIN  
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by Rory L. Synstleien, Licensed Land Surveyor.

Notary Public, Signature \_\_\_\_\_ Notary Public, Printed Name \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Minnesota

My Commission Expires January 31, 20\_\_\_\_

**CITY OF FOREST LAKE**  
This plat was approved by the City Council of Forest Lake, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

Signed \_\_\_\_\_ Mayor Signed \_\_\_\_\_ Clerk

**WASHINGTON COUNTY SURVEYOR**  
Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subdivision 11, this plat has been reviewed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

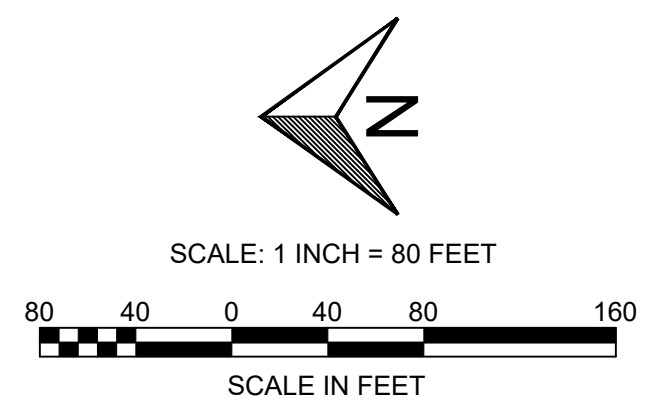
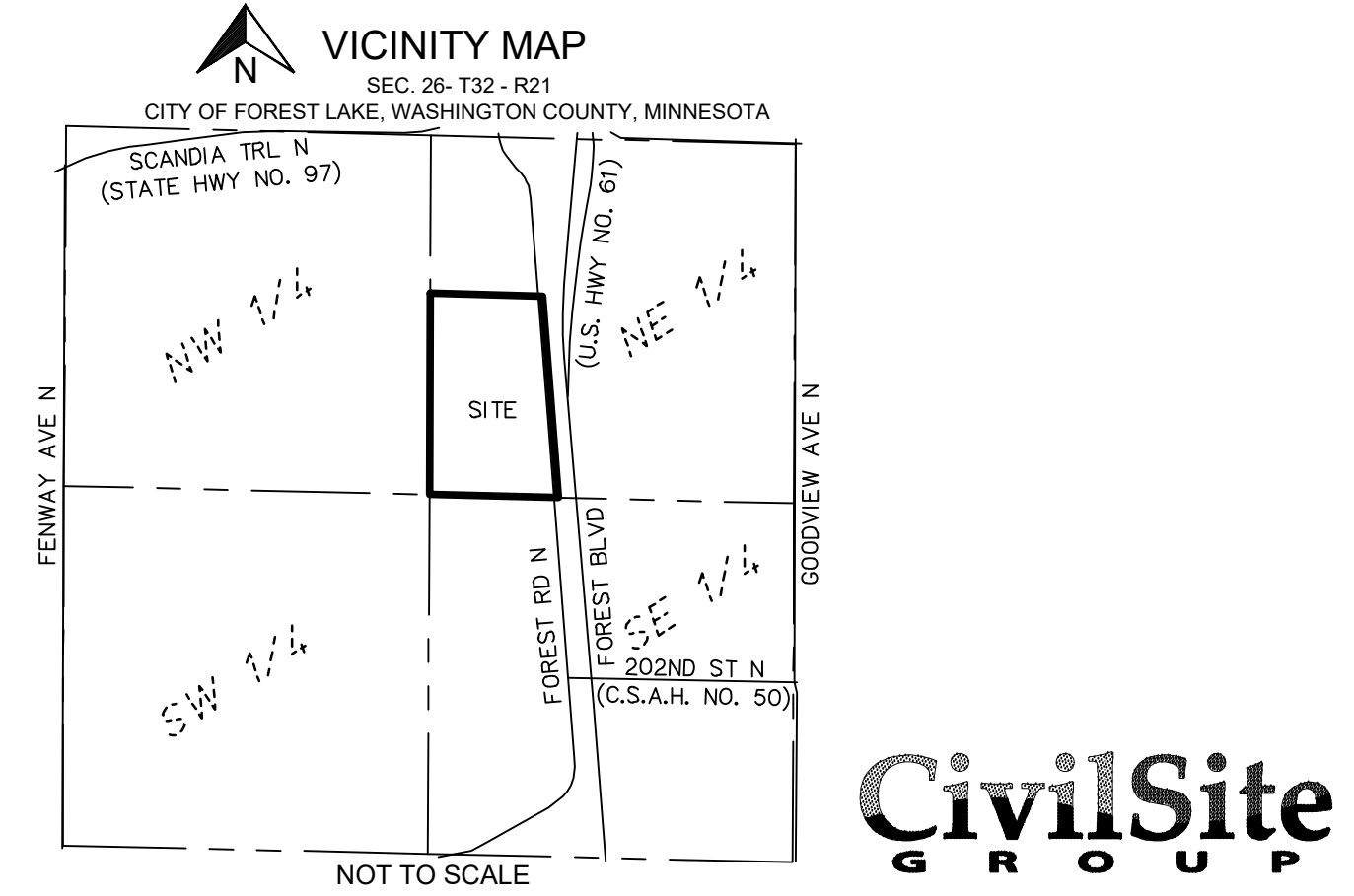
By \_\_\_\_\_ Washington County Surveyor

**WASHINGTON COUNTY AUDITOR/TREASURER**  
Pursuant to Minnesota Statutes, Section 505.021, Subdivision 9 and Section 272.12, taxes payable in the year \_\_\_\_\_ on real estate hereinbefore described, have been paid; and there are no delinquent taxes, and transfer has been entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ Washington County Auditor/Treasurer By \_\_\_\_\_ Deputy

**WASHINGTON COUNTY RECORDER**  
Document Number \_\_\_\_\_  
I hereby certify that this instrument was recorded in the Office of the County Recorder for record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.  
and was duly recorded in Washington County Records.

By \_\_\_\_\_ Washington County Recorder By \_\_\_\_\_ Deputy



- Denotes a Found Iron Monument (Type as shown on plat)
- Denotes a set 1/2 inch by 14 inch Iron Rebar Marked "RLS 44565"
- Denotes a Washington County Cast Iron Monument.

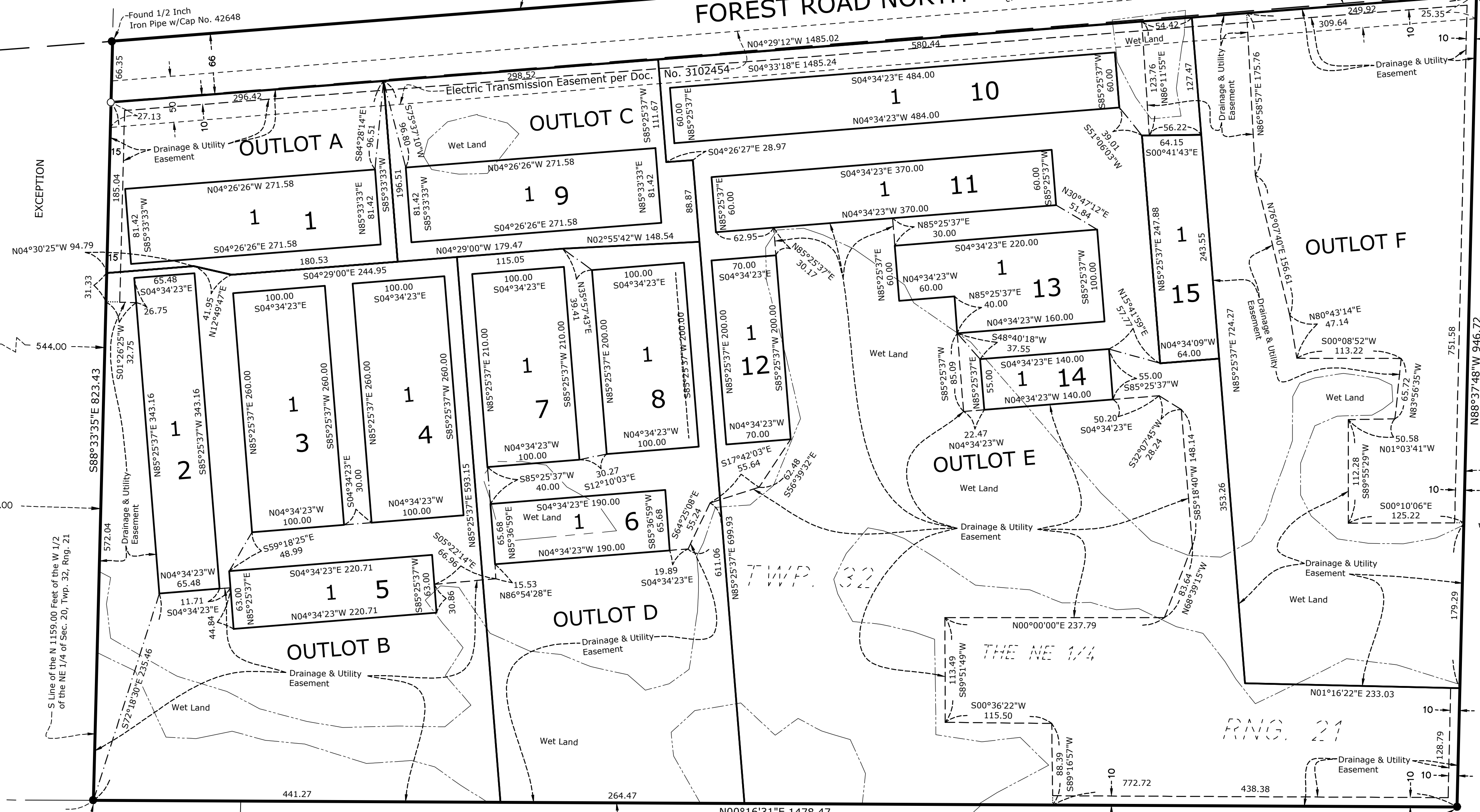
SEC. 20

W 1/2 OF

FOREST BOULEVARD NORTH (U.S. HIGHWAY NO. 61) Width Varies

WASHINGTON CO. R.O.W. PLAT NO. 181 HARDWOOD CREEK TRAIL  
W/ly Right-of-Way Line of the Northern Pacific Railway per WASHINGTON CO. R.O.W. PLAT NO. 181 HARDWOOD CREEK TRAIL S04°29'12"E 1478.45

FOREST ROAD NORTH



ADDITION  
BLOCK 7

DEPONTY

OUTLOT B

FIRST

LOT 1

# FOREST ROAD GARAGE CONDO

FOREST LAKE, MINNESOTA

ISSUED FOR: CITY RESUBMITTAL

PRELIMINARY:  
NOT FOR  
CONSTRUCTION



PROJECT  
**FOREST ROAD NORTH GARAGE CONDO**

OWNER  
**FOREST LAKE, MN 55025**

OWNER  
**KSSK INVESTMENTS, LLC.**  
2425 IYV COURT, EAGAN, MN 55123

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

*Matthew R. Pavsek*  
DATE: 11/14/25 LICENSE NO. 44263

DATE	DESCRIPTION
03/20/25	SKETCH PLAN SUBMITTAL
08/05/25	WATERSHED SUBMITTAL
08/05/25	CITY SUBMITTAL
08/05/25	PROGRESS SET
08/05/25	WATERSHED SUBMITTAL
10/03/25	WETLAND IMPACT RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL

SHEET NUMBER	SHEET TITLE
C0.0	TITLE SHEET
C0.1	PROJECT NOTES
C1.0	REMOVALS PLAN
C1.1	WOODLAND PRESERVATION PLAN
C2.0	SITE PLAN OVERALL
C2.1	SITE PLAN BLOWUP - SOUTH SIDE
C2.2	SITE PLAN BLOWUP - NORTH SIDE
C2.3	TURNING MOVEMENTS
C3.0	GRADING PLAN OVERALL
C3.1	GRADING PLAN BLOWUP - SOUTH SIDE
C3.2	GRADING PLAN BLOWUP - NORTH SIDE
C4.0	UTILITY PLAN OVERALL
C4.1	UTILITY PLAN BLOWUP - SOUTH SIDE
C4.2	UTILITY PLAN BLOWUP - NORTH SIDE
C5.0	CIVIL DETAILS
C5.1	CIVIL DETAILS
L1.0	LANDSCAPE PLAN OVERALL
L1.1	LANDSCAPE PLAN BLOWUP - SOUTH SIDE
L1.2	LANDSCAPE PLAN BLOWUP - NORTH SIDE
SW1.0	SWPPP - EXISTING CONDITIONS
SW1.1	SWPPP - PROPOSED CONDITIONS
SW1.2	SWPPP - DETAILS
SW1.3	SWPPP - NARRATIVE
W1.0	WETLAND PLAN
A3.1	ARCHITECTURAL ELEVATIONS
E5.1	PHOTOMETRIC

**TITLE SHEET**  

# C0.0

  
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PROJECT CONTACTS		
	NAME & ADDRESS	CONTACT
CIVIL ENGINEER	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	MATT PAVEK 612-615-0060 MPAVEK@CIVILSITEGROUP.COM
LANDSCAPE ARCHITECT	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	ROB BINDER 612-615-0060 RBINDER@CIVILSITEGROUP.COM
DEVELOPER	KSSK INVESTMENTS, LLC 3432 IYV COURT EAGAN, MN 55123	SCOTT PETERSON 651-303-3756 PETERSON.S.L@GMAIL.COM
PROPERTY OWNER	KSSK INVESTMENTS, LLC 3432 IYV COURT EAGAN, MN 55123	SCOTT PETERSON 651-303-3756 PETERSON.S.L@GMAIL.COM
ARCHITECT	ARCHITECTURAL CONSORTIUM LLC. 1600 W LAKE STREET, STE 127 MINNEAPOLIS, MN 55409	KATHY ANDERSON 612-436-4030 KANDERSON@ARCHCONSORT.COM
SURVEYOR	CIVIL SITE GROUP 5000 GLENWOOD AVE GOLDEN VALLEY, MN 55422	RORY SYNSTELIEN 612-615-0060 X 712 RORY@CIVILSITEGROUP.COM
GEOTECHNICAL ENGINEER	CHOSEN VALLEY TESTING INC. 245 E ROSSELAWN AVE ST. PAUL, MN 55117	HANNAH FISCHER 651-726-7364

- ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS. 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
- CONTRACTOR SHALL CONFIRM THAT THE EXISTING CONDITIONS FOR THE SITE MATCH WHAT IS SHOWN ON THE DRAWINGS INCLUDED PRIOR TO CONSTRUCTION.
- ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICES COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
- ALL GENERAL CONTRACTOR WORK TO BE COMPLETED (EARTHWORK, FINAL UTILITIES, AND FINAL GRADING) BY THE MILESTONE DATE IN PROJECT DOCUMENTS.
- CIVIL SITE GROUP SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY COSTS ARISING OUT OF THE CLIENTS DECISION TO OBTAIN BIDS OR PROCEED WITH CONSTRUCTION BEFORE CIVIL SITE GROUP HAS ISSUED FINAL, FULLY-APPROVED AND STAMPED PLANS AND SPECIFICATIONS. THE CLIENT ACKNOWLEDGES THAT ALL PLANS ARE SUBJECT TO SUBSTANTIAL REVISION. CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE MOST RECENT ISSUANCE OF PLANS FOR CONSTRUCTION PURPOSES.
- PLAN SET IS NOT USABLE FOR CONSTRUCTION UNTIL PLANS HAVE BEEN FULLY APPROVED AND STAMPED BY THE REQUIRED REVIEWING AUTHORITIES AND NO ADDITIONAL REVIEWS ARE REQUIRED.

ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS. 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.





**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**



**TREE PRESERVATION PLAN LEGEND:**

- CONSTRUCTION LIMITS
- PROPERTY LINE
- TREE PROTECTION
- TREE REMOVAL - INCLUDING ROOTS AND STUMPS

**WOODLAND PRESERVATION CALCULATIONS**

<b>ALLOWED REMOVALS IS 60%</b>	
EXISTING CONDITIONS:	534,045 SF
PROPOSED REMOVALS:	226,509 SF
PERCENTAGE REMOVED:	42%

SEE SHEET C0.1 FOR GENERAL REMOVAL NOTES

**PROJECT**  
FOREST ROAD NORTH GARAGE CONDO  
FOREST LAKE, MN 55025  
**OWNER**  
KSSK INVESTMENTS, LLC.  
REGISTERED IN THE STATE OF MINNESOTA

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

*Robert L. Binder*  
Robert L. Binder  
DATE 11/14/25 LICENSE NO. 25621

**ISSUE/SUBMITTAL SUMMARY**

DATE	DESCRIPTION
03/20/25	SKETCH PLAN SUBMITTAL
08/05/25	WATERSHED SUBMITTAL
08/05/25	CITY SUBMITTAL
08/05/25	PROJNG SET
08/05/25	WATERSHED SUBMITTAL
10/03/25	WETLAND IMPACT RESUBMITTAL
10/04/25	WATERSHED RESUBMITTAL
10/07/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL

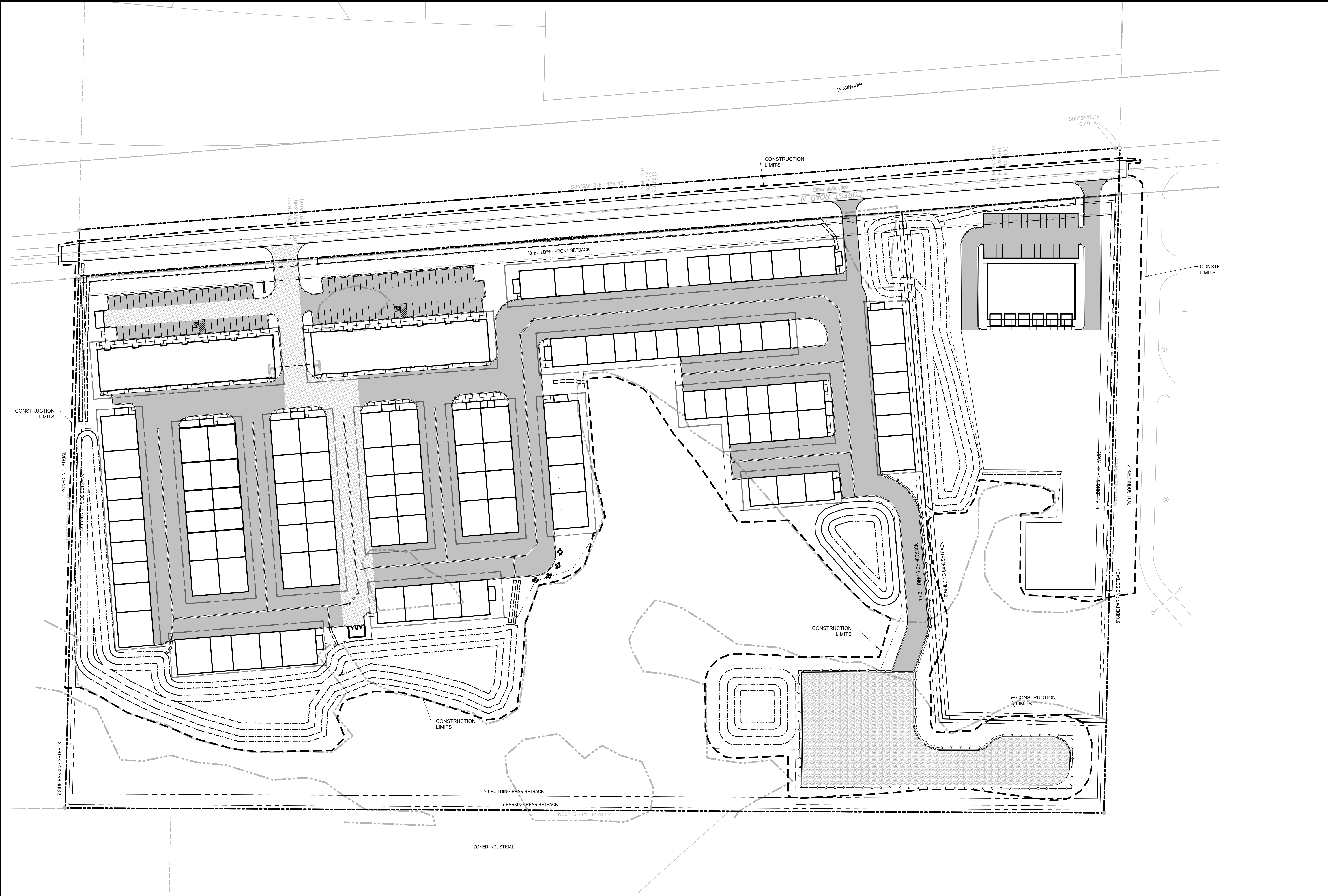
**REVISION SUMMARY**

DATE	DESCRIPTION

**WOODLAND PRESERVATION PLAN**

DATE	DESCRIPTION

**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**



**SITE PLAN LEGEND:**

- BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH. SEE DETAIL.
- HEAVY DUTY BITUMINOUS PAVEMENT. SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & WEAR COURSE DEPTH. SEE DETAIL.
- CONCRETE PAVEMENT (IF APPLICABLE) AS SPECIFIED (PAD OR WALK) SEE GEOTECHNICAL REPORT FOR AGGREGATE BASE & CONCRETE DEPTHS. WITHIN ROW SEE CITY DETAIL. WITHIN PRIVATE PROPERTY SEE CSG DETAIL.
- GRAVEL DRIVING SURFACE
- PROPERTY LINE
- CONSTRUCTION LIMITS
- CURB AND GUTTER-SEE NOTES (T.O.) TIP OUT GUTTER WHERE APPLICABLE-SEE PLAN
- CURB TAPER
- TRAFFIC DIRECTIONAL ARROW PAVEMENT MARKINGS
- 1. RESERVED FOR CITY SPECIFIC SITE NOTES.
- ACCESSIBILITY ROUTE ARROW (IF APPLICABLE) DO NOT PAINT.
- SIGN AND POST ASSEMBLY. SHOP DRAWINGS REQUIRED
- HC = ACCESSIBLE SIGN
- NP = NO PARKING FIRE LANE
- ST = STOP
- CP = COMPACT CAR PARKING ONLY

SEE SHEET C0.1 FOR GENERAL SITE NOTES

**PROJECT**  
**FOREST ROAD NORTH GARAGE CONDO**

FOREST LAKE, MN 55025

**OWNER**  
KSSK INVESTMENTS, LLC.

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Matthew R. Pavlek  
DATE 11/14/25 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
4/20/25	SKETCH PLAN SUBMITTAL
08/05/25	WATERSHED SUBMITTAL
08/05/25	CITY SUBMITTAL
08/05/25	PROCCING SET
08/05/25	WATERSHED SUBMITTAL
10/03/25	WETLAND IMPACT RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL

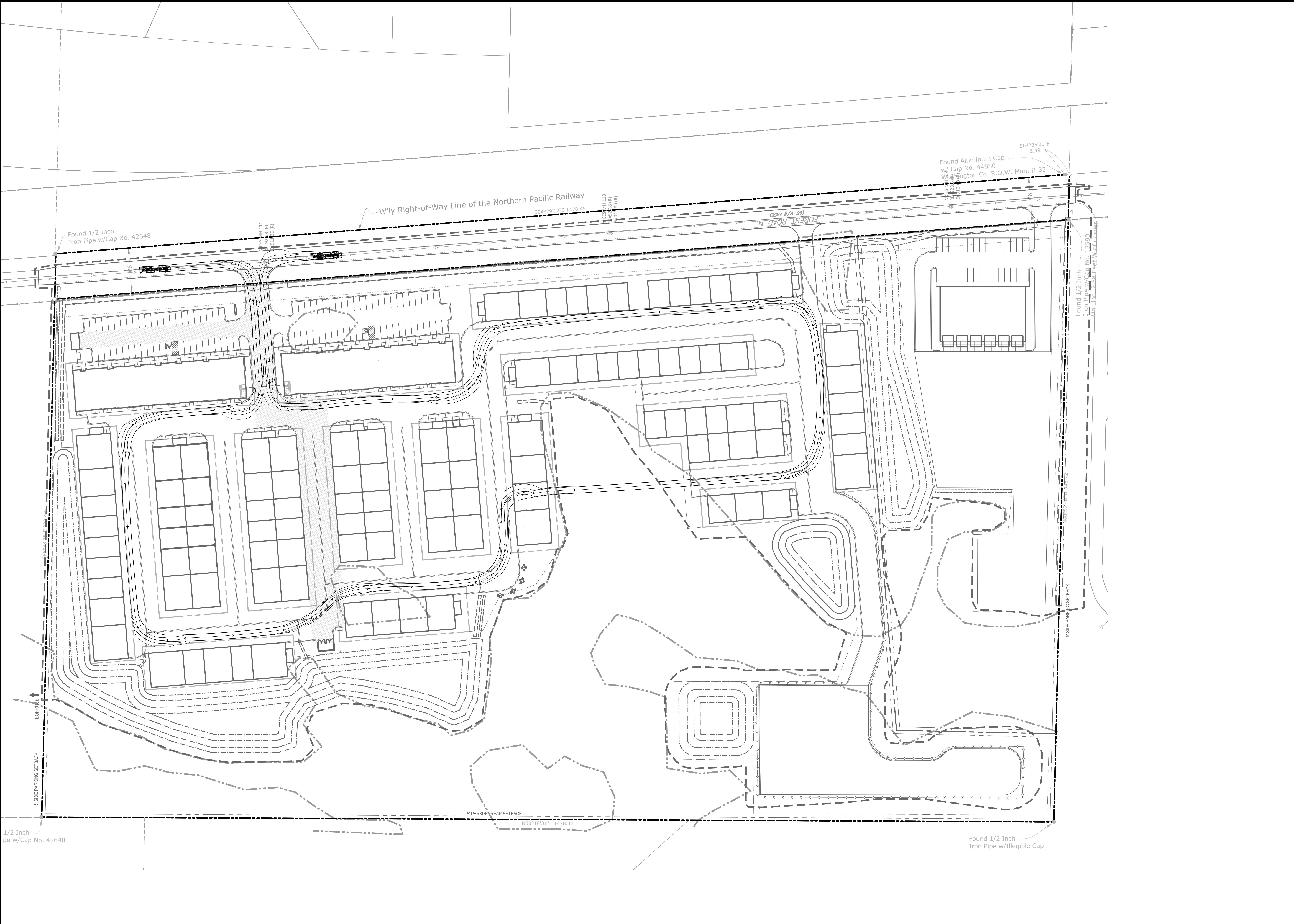
REVISION SUMMARY	
DATE	DESCRIPTION

REVISION SUMMARY	
DATE	DESCRIPTION

**SITE PLAN OVERALL**

**C2.0**

**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**



**PROJECT**  
FOREST ROAD NORTH GARAGE  
CONDO  
FOREST LAKE, MN 55025

**OWNER**  
KSSK INVESTMENTS, LLC.  
REGISTERED IN COURT, EAGAN, MN 55123

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*Matthew R. Pavsek*  
DATE: 11/14/25 LICENSE NO. 44263

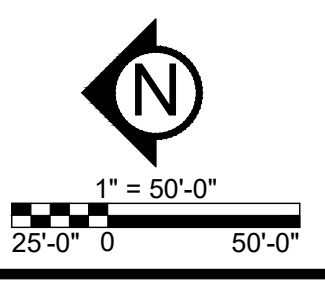
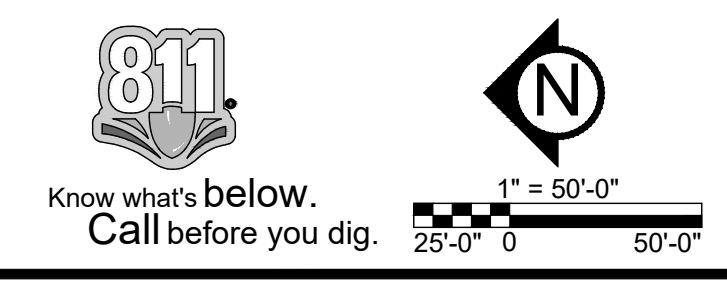
ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
03/20/25	SKETCH PLAN SUBMITTAL
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10/03/25	WATERSHED RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

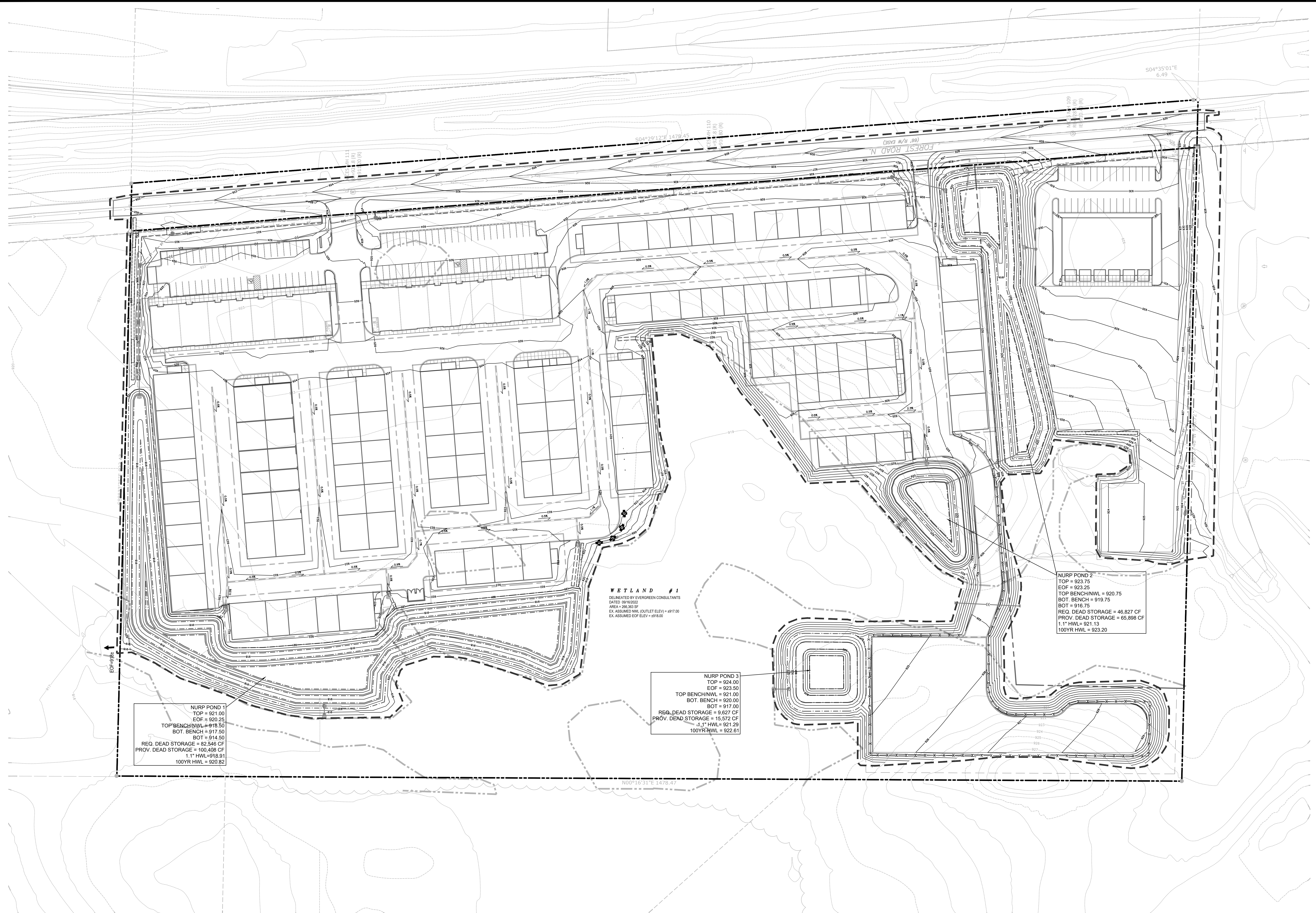
**TURNING MOVEMENTS**

**C2.3**

SEE SHEET C0.1 FOR GENERAL SITE NOTES  
SEE SHEET C2.0 FOR SITE PLAN LEGEND



**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**



**NURP POND 1**  
TOP = 921.00  
EOF = 920.25  
TOP BENCH/NWL = 918.50  
BOT. BENCH = 917.50  
BOT = 914.50  
REQ. DEAD STORAGE = 82,546 CF  
PROV. DEAD STORAGE = 100,408 CF  
1.1" HWL = 918.91  
100YR HWL = 920.82

**WETLAND #1**  
DELINEATED BY EVERGREEN CONSULTANTS  
DATED 09/16/2022  
AREA = 396.96 SF  
EX. ASSUMED NWL (OUTLET ELEV) = 917.00  
EX. ASSUMED EOF ELEV = 919.00

**NURP POND 3**  
TOP = 924.00  
EOF = 923.50  
TOP BENCH/NWL = 921.00  
BOT. BENCH = 920.00  
BOT = 917.00  
REQ. DEAD STORAGE = 9,627 CF  
PROV. DEAD STORAGE = 15,572 CF  
1.1" HWL = 921.29  
100YR HWL = 922.61

**NURP POND 2**  
TOP = 923.75  
EOF = 923.25  
TOP BENCH/NWL = 920.75  
BOT. BENCH = 919.75  
BOT = 916.75  
REQ. DEAD STORAGE = 46,827 CF  
PROV. DEAD STORAGE = 65,898 CF  
1.1" HWL = 921.13  
100YR HWL = 923.20

**GRADING PLAN LEGEND:**

1125	EX. 1" CONTOUR ELEVATION INTERVAL	EOE=918.00	EMERGENCY OVERFLOW
1137	1.0' CONTOUR ELEVATION INTERVAL	-----	CONSTRUCTION LIMITS
41.26	SPOT GRADE ELEVATION (GUTTER/FLOW LINE UNLESS OTHERWISE NOTED)		
891.00 G	SPOT GRADE ELEVATION GUTTER		
891.00 TC	SPOT GRADE ELEVATION TOP OF CURB		
891.00 BS/TS	SPOT GRADE ELEVATION BOTTOM OF STAIRS/TOP OF STAIRS		
891.00 ME	SPOT GRADE ELEVATION MATCH EXISTING		
⊕	GRADE BREAK - HIGH POINTS		
⊖	CURB AND GUTTER (T.O = TIP OUT)		

SEE SHEET C0.1 FOR GENERAL GRADING NOTES

**PROJECT**  
FOREST ROAD NORTH GARAGE CONDO

FOREST LAKE, MN 55025

**OWNER**  
KSSK INVESTMENTS, LLC.  
STATE BY COURT: Eagan, MN 55123

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Matthew R. Pavlek  
DATE 11/14/25 LICENSE NO. 44263

**ISSUE/SUBMITTAL SUMMARY**

DATE	DESCRIPTION
4/20/25	SKETCH PLAN SUBMITTAL
08/05/25	WATERSHED SUBMITTAL
09/02/25	CITY SUBMITTAL
09/05/25	PROVING SET
09/09/25	WATERSHED SUBMITTAL
10/03/25	WETLAND IMPACT RESUBMITTAL
10/04/25	WATERSHED RESUBMITTAL
10/09/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL

**REVISION SUMMARY**

DATE	DESCRIPTION

**GRADING PLAN OVERALL**

**C3.0**

**DOLI SEWER NOTES:**

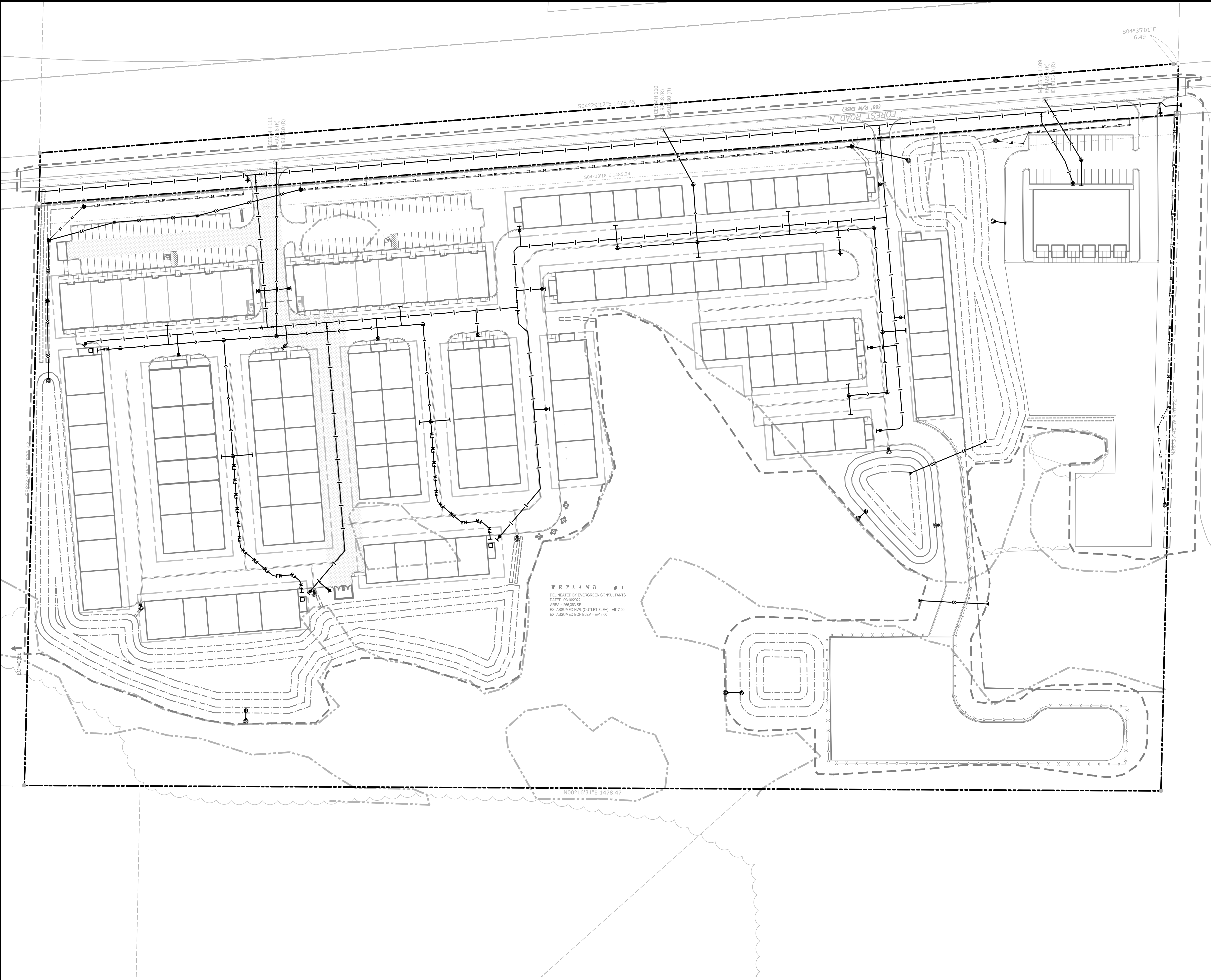
**TABLE 7171  
MAXIMUM/MINIMUM FIXTURE UNIT LOADING  
ON BUILDING SEWER PIPING**

SIZE OF PIPE (inches)	SLOPE (inches per foot)		
	1/8	1/4	3/4
6 and smaller	(As specified in Table 703.2/ No minimum loading)		
8"	1950/1500	2800/625	3900/275
10"	3400/1600	4900/675	6800/300
12"	5600/1700	8000/725	11 200/325

For SI units: 1 inch = 25 mm, 1 inch per foot = 83.3 mm/m  
\* Loadings less than the listed minimums must be approved by the Authority Having Jurisdiction.

**718.0 Grade, Support, and Protection of Building Sewers.**  
**718.1 Slope.** Building sewers shall be run in practical alignment and at a uniform slope of not less than 1/4 inch per foot (20.8 mm/m) toward the point of disposal.  
**Exception:** Where approved by the Authority Having Jurisdiction and where it is impractical, due to the depth of the street sewer or to the structural features or the arrangement of a building or structure, to obtain a slope of 1/4 inch per foot (20.8 mm/m), such pipe or piping 4 inches (100 mm) through 6 inches (150 mm) shall be permitted to have a slope of not less than 1/8 inch per foot (10.4 mm/m) and such piping 8 inches (200 mm) and larger shall be permitted to have a slope of not less than 1/16 inch per foot (5.2 mm/m).

**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**



**UTILITY PLAN LEGEND:**

	CATCH BASIN
	MANHOLE
	GATE VALVE AND VALVE BOX
	PROPOSED FIRE HYDRANT
	WATER MAIN
	SANITARY SEWER
	STORM SEWER
	FES AND RIP RAP
	CONSTRUCTION LIMITS

SEE SHEET C0.1 FOR GENERAL UTILITY NOTES

PROJECT  
**FOREST ROAD NORTH GARAGE  
CONDO**  
FOREST LAKE, MN 55025  
OWNER  
KSSK INVESTMENTS, LLC.  
ASSET BY COURT, EAGAN, MN 55123

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*Matthew R. Pavsek*  
Matthew R. Pavsek  
DATE 11/14/25 LICENSE NO. 44263

**ISSUE/SUBMITTAL SUMMARY**

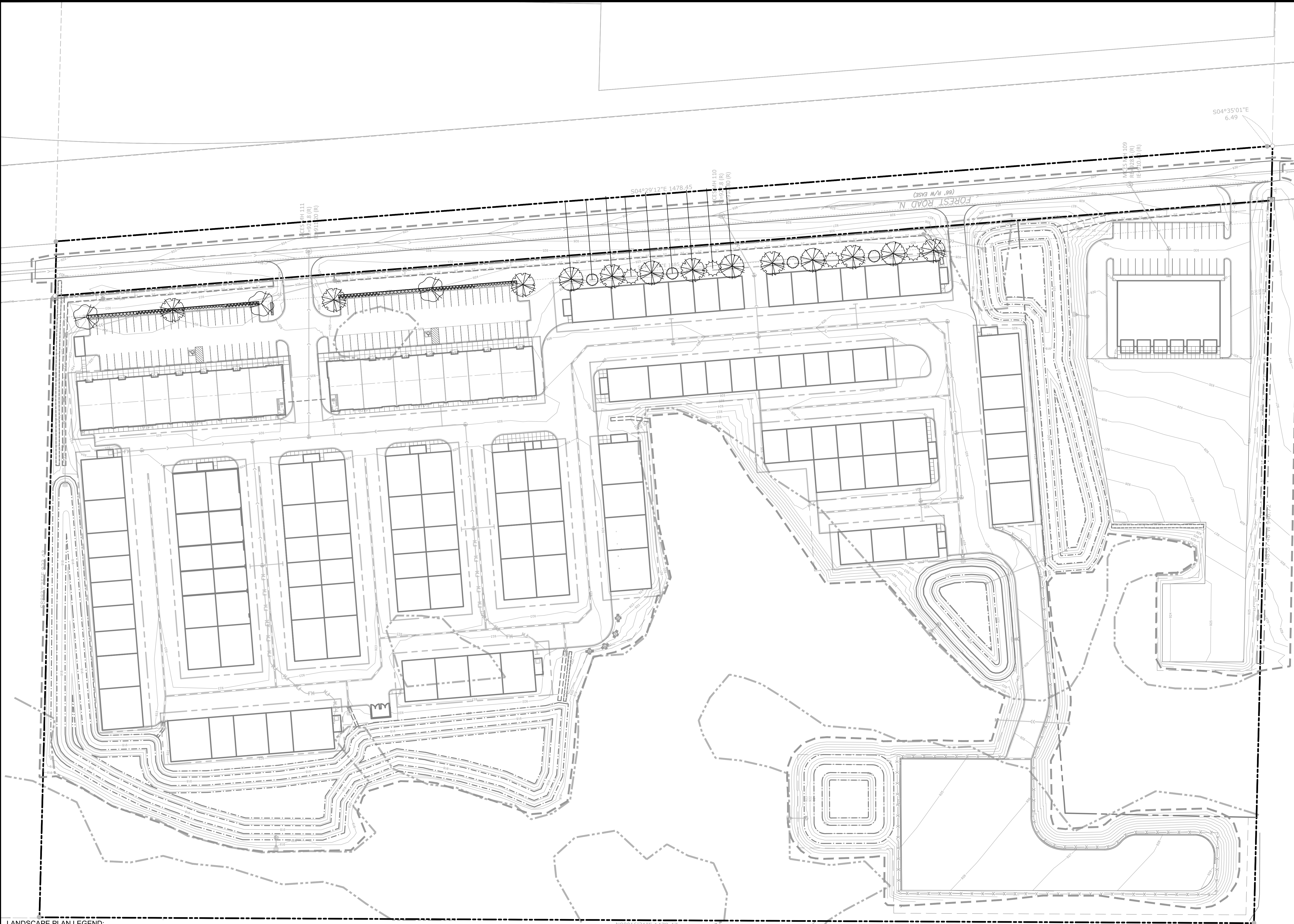
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08/05/25	WATERSHED SUBMITTAL
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10/03/25	WATERSHED RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL

**REVISION SUMMARY**

DATE	DESCRIPTION

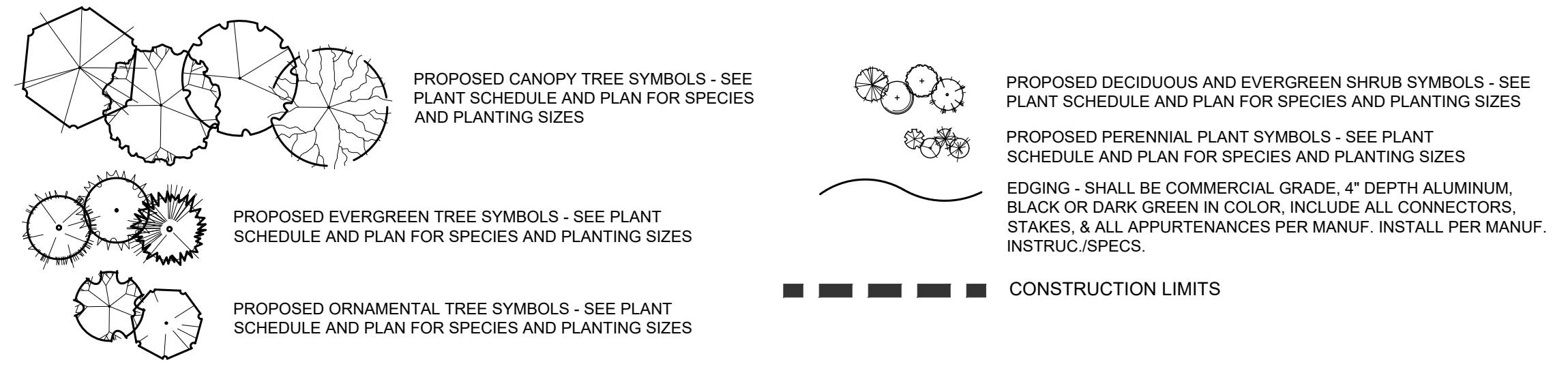
UTILITY PLAN OVERALL  
**C4.0**  
811 Know what's below. Call before you dig.  
1" = 50'-0"  
25'-0" 50'-0"  
© COPYRIGHT 2025 CIVIL SITE GROUP, INC.

**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**



**LANDSCAPE PLAN LEGEND:**

SYMBOL	COMMON / BOTANICAL NAME	QTY	SIZE
<b>MNDOT - SEED MIXES</b>			
	MN SEED MIX #35-221 DRY PRAIRIE GENERAL / MNDOT - GENERAL RESTORATION SEED MIX SEEDING RATE: 36.5 LB/ACRE (98.7 SEEDS/SF). MNDOT TYPE1 MULCH W/STRAW, EROSION CONTROL BLANKET, OR HYDROMULCH. REFERENCE MNDOT SEEDING MANUAL SPECIFICATIONS (2023).	32,564 sf	Seed Mix
	MN SEED MIX #34-262 WET PRAIRIE / MNDOT - LOWER BASIN SEED MIX SEEDING RATE: 14.5 LB/ACRE (128.4 SEEDS/SF). MNDOT TYPE1 MULCH W/STRAW, EROSION CONTROL BLANKET, OR HYDROMULCH. REFERENCE MNDOT SEEDING MANUAL SPECIFICATIONS (2023).	104,966 sf	Seed Mix
	MN SEED MIX #25-131 LOW MAINTENANCE TURF / MNDOT - SALT TOLERANT TURF SEED MIX SEEDING RATE: 220 LB/ACRE (3065.6 SEEDS/SF). MNDOT TYPE1 MULCH W/STRAW, EROSION CONTROL BLANKET, OR HYDROMULCH. REFERENCE MNDOT SEEDING MANUAL SPECIFICATIONS (2023).	48,605 sf	Seed Mix
	MN SEED MIX #34-181 EMERGENT WETLAND / MNDOT - SHORELINE MITIGATION SEED MIX SEEDING RATE: 5 LB/ACRE (110.1 SEEDS/SF). MNDOT TYPE1 MULCH W/STRAW, EROSION CONTROL BLANKET, OR HYDROMULCH. REFERENCE MNDOT SEEDING MANUAL SPECIFICATIONS (2023).	17,628 sf	Seed Mix
	<b>SUBTOTAL:</b>	<b>203,763 sf</b>	
<b>MULCH - ROCK</b>			
	4"-6" Dia. Decorative Rip-Rap / Rip Rap	6,593 sf	Mulch
	Rock Mulch Over Filter Fabric, Samples Required.	6,593 sf	
	<b>SUBTOTAL:</b>		
<b>SHOOTING STAR - SEED MIXES</b>			
	Shooting Star Seed Mix - Ditch Bottom / Shooting Star Seeds Ditch Restoration Mix Seeding Rate: 40 lb/acre (119 seeds/square foot). Cover w/ Mndot Type 6 Hydraulic Soil Stabilizer. Refer to MN Seeding Manual(2014 Edition) for seeding dates and install methods.	33,077 sf	Seed Mix
	<b>SUBTOTAL:</b>	<b>33,077 sf</b>	



SEE SHEET C0.1 FOR GENERAL LANDSCAPE NOTES

**PROJECT**  
FOREST ROAD NORTH GARAGE CONDO  
FOREST LAKE, MN 55025  
**OWNER**  
KSSK INVESTMENTS, LLC.  
ASB BY COURT, EAGAN, MN 55123

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.  
*Robert L. Binder*  
Robert L. Binder  
DATE 11/14/25 LICENSE NO. 25621

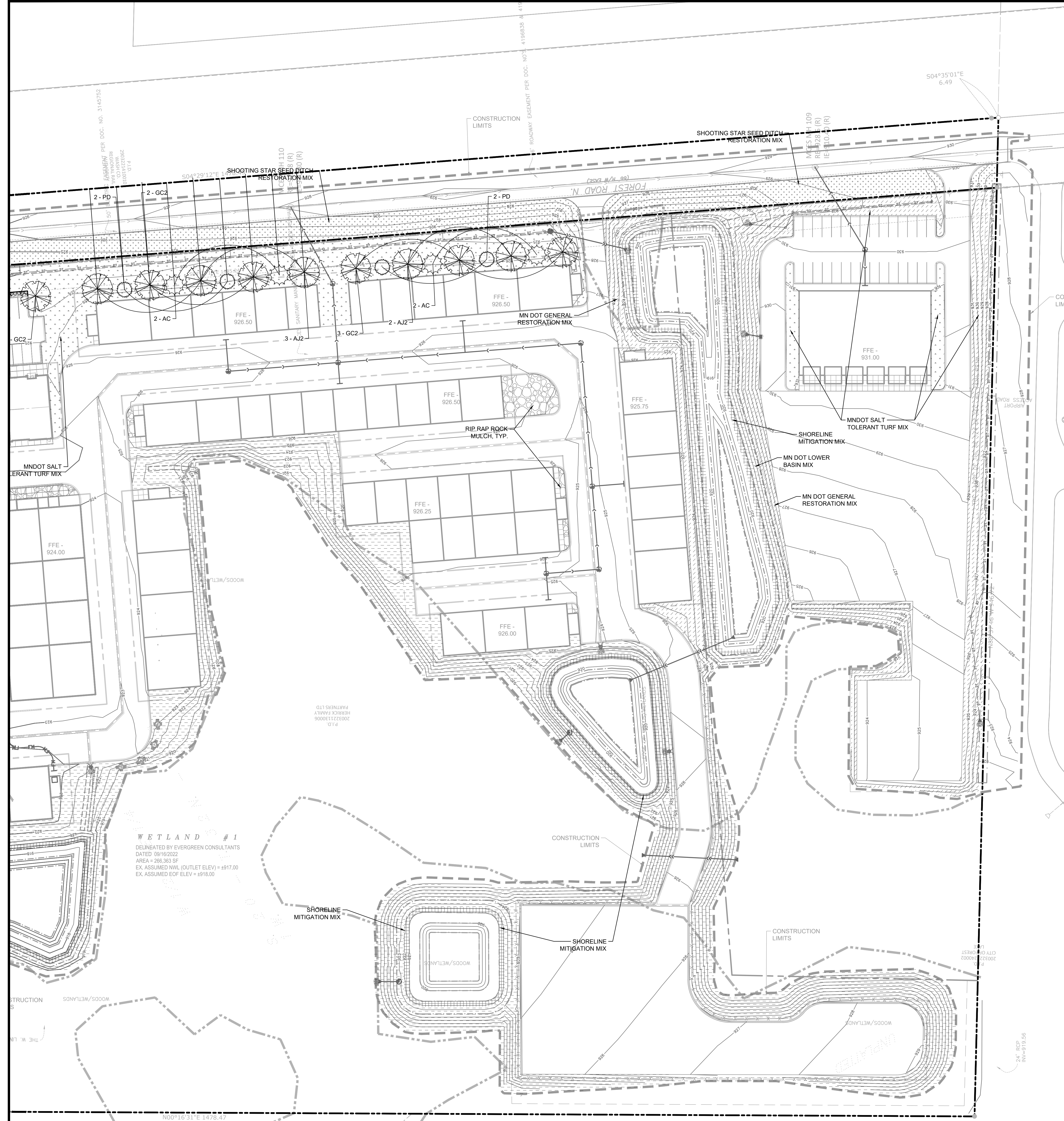
DATE	DESCRIPTION
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10/04/25	WATERSHED RESUBMITTAL
10/20/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL

DATE	DESCRIPTION

DATE	DESCRIPTION

**LANDSCAPE PLAN OVERALL**  
**L1.0**  
Know what's below.  
Call before you dig.  
1" = 50'-0"  
25'-0" 0 50'-0"  
© COPYRIGHT 2025 CIVIL SITE GROUP INC.

**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**



**WETLAND #1**  
DELIMITED BY EVERGREEN CONSULTANTS  
DATED 08/16/2022  
AREA = 266,363 SF  
EX. ASSUMED NWL (OUTLET ELEV) = ±917.00  
EX. ASSUMED EOF ELEV = ±918.00

**PROJECT**  
**FOREST ROAD NORTH GARAGE  
CONDO**

FOREST LAKE, MN 55025

**KSSK INVESTMENTS, LLC.**  
AS A DIV. OF COURT, Eagan, MN 55123

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DATE 11/14/25 LICENSE NO. 25621

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10/03/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL

PROJECT MANAGER	DATE
MATT PAVES	11/14/25
PROJECT NUMBER	11111111
CITY OF	FOREST LAKE
PROVIDED BY	KSSK
PROJECT NUMBER	11111111

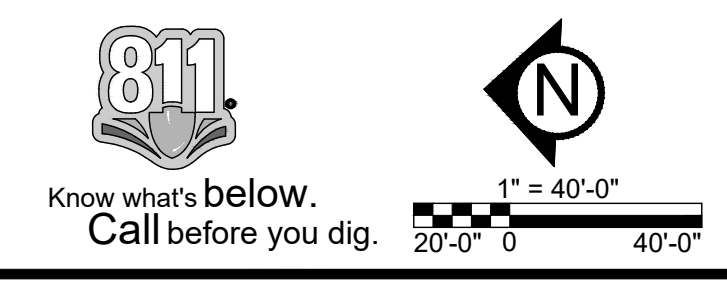
DATE	DESCRIPTION

LANDSCAPE PLAN  
BLOWUP - SOUTH SIDE

**L1.1**

SEE SHEET C0.1 FOR GENERAL  
LANDSCAPE NOTES

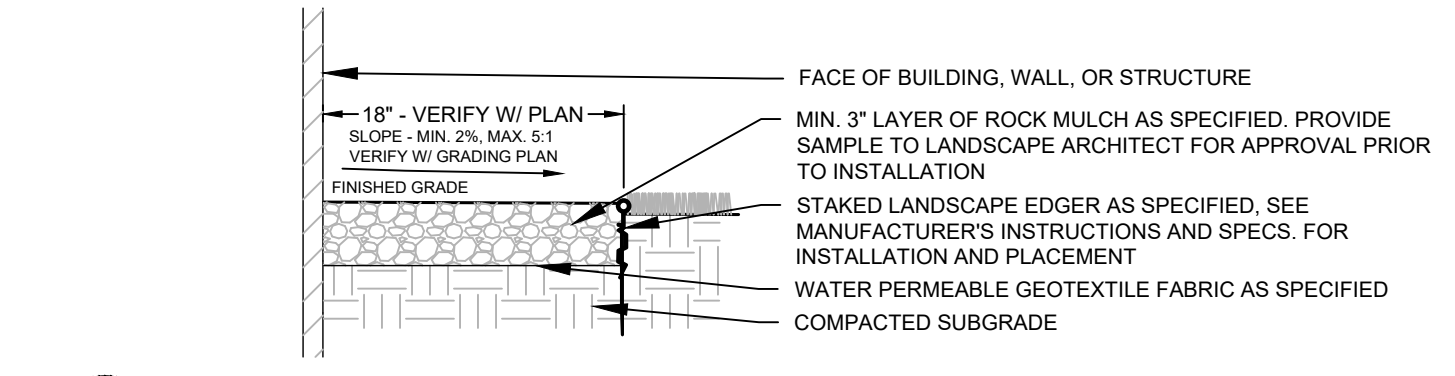
SEE SHEET L.0 FOR LANDSCAPE  
PLAN LEGEND



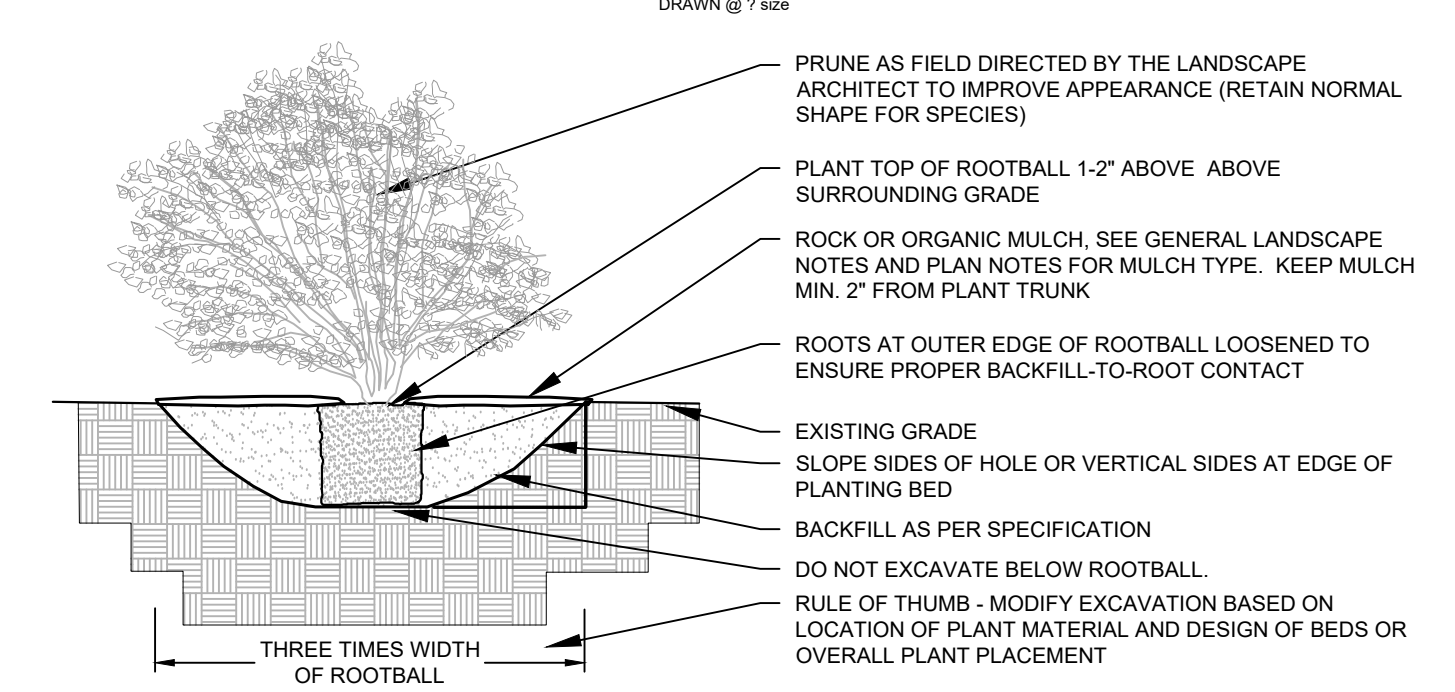
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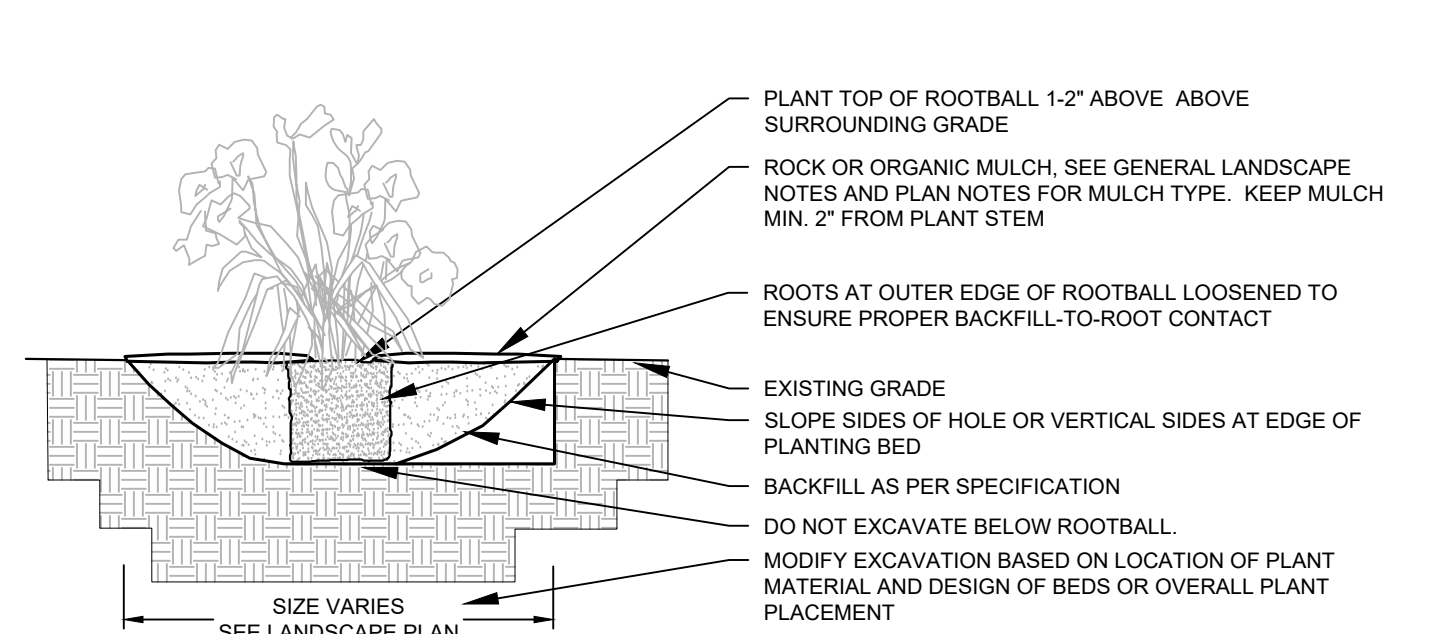
PLANT SCHEDULE						
CODE	COMMON / BOTANICAL NAME	QTY	CONT	NATIVE PLANTS	POLLINATOR FRIENDLY	
<b>DECIDUOUS TREES</b>						
AN	Northwood Red Maple / <i>Acer rubrum</i> 'Northwood'	3	2.5' Cal. B&B	NATIVE CULTIVAR	Y	
AJ2	Autumn Fest® Sugar Maple / <i>Acer saccharum</i> 'JFS-KWB'	5	2.5' CAL. B&B	NATIVE CULTIVAR	Y	
GC2	True North™ Kentucky Coffeetree / <i>Gymnocladus dioica</i> 'UMNSynergy'	8	2.5' Cal. B&B	NATIVE CULTIVAR	N	
SUBTOTAL:		16				
<b>EVERGREEN TREES</b>						
AC	Candicans White Fir / <i>Abies concolor</i> 'Candicans'	4	#15 CONT	NOT NATIVE		
PD	Whiskey Blue Hills Spruce / <i>Picea glauca</i> 'Whiskey Blue Hills'	4	6' HT. B&B	NATIVE CULTIVAR		
SUBTOTAL:		8				
CODE	COMMON / BOTANICAL NAME	QTY	SIZE	NATIVE PLANTS	POLLINATOR FRIENDLY	
<b>SHRUBS</b>						
AB3	Low Scape Hedger Black Chokeberry / <i>Aronia melanocarpa</i> 'UCONNAM166'™	33	#5 CONT	NATIVE CULTIVAR	Y	
DL	Dwarf Bush Honeysuckle / <i>Dierilla lonicera</i>	28	#5 CONT	NATIVE	Y	
SUBTOTAL:		61				
<b>GRASSES</b>						
PH	Heavy Metal Switch Grass / <i>Panicum virgatum</i> 'Heavy Metal'	93	#1 CONT	NATIVE CULTIVAR	Y	
SUBTOTAL:		93				



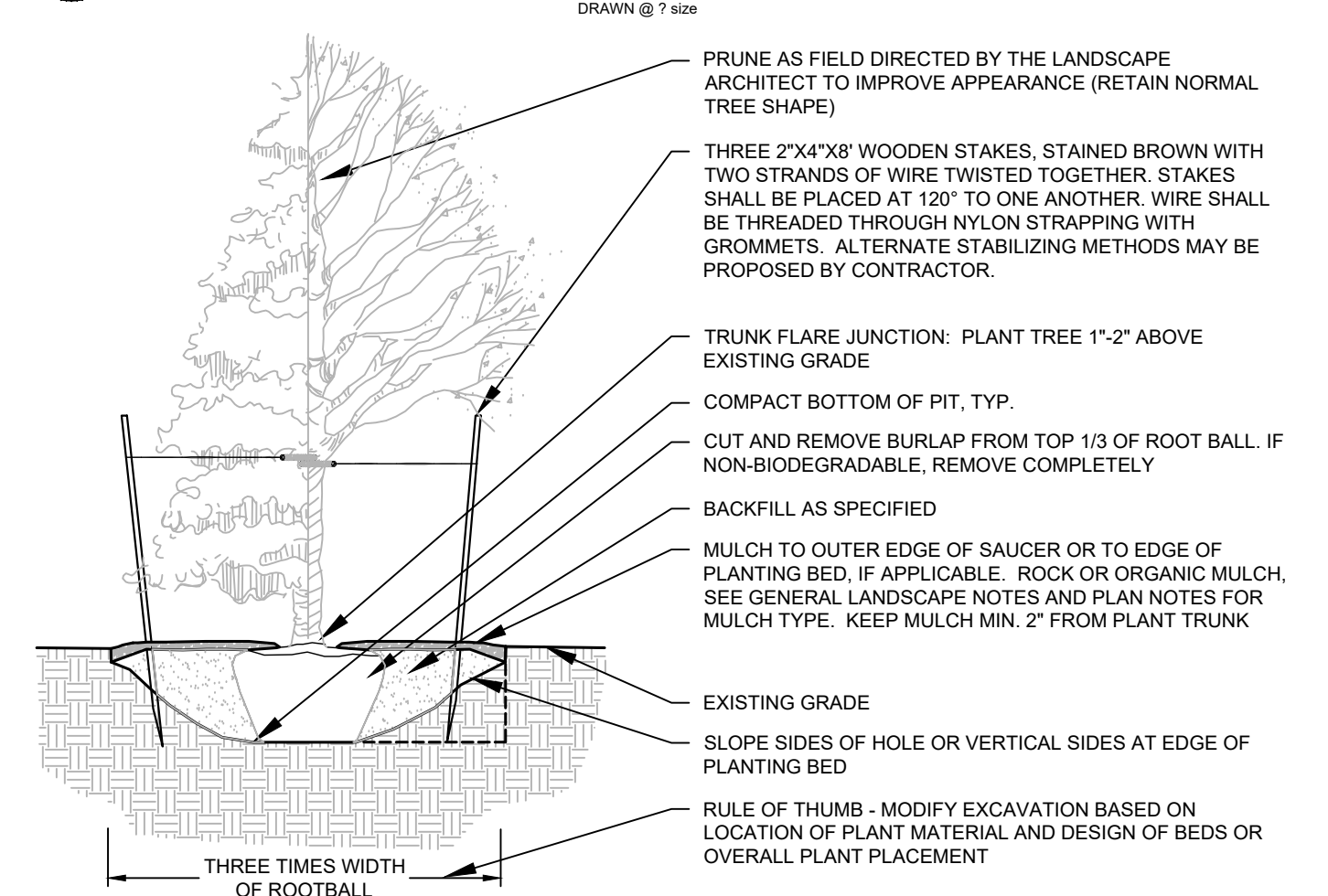
**1 AGGREGATE MAINTENANCE STRIP**  
N T S



**2 DECIDUOUS & CONIFEROUS SHRUB PLANTING**  
N T S



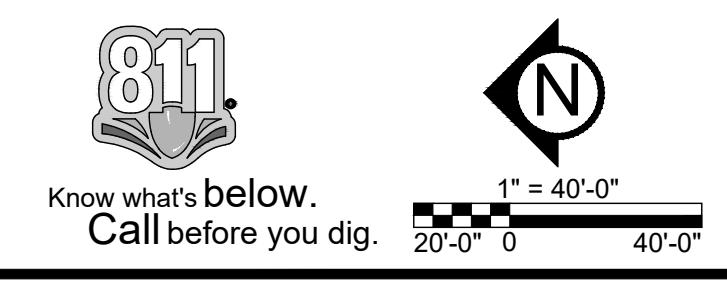
**3 PERENNIAL BED PLANTING**  
N T S



**4 DECIDUOUS & CONIFEROUS TREE PLANTING**  
N T S

**WETLAND # 1**  
DELINEATED BY EVERGREEN CONSULTANTS  
DATED 09/16/2022  
AREA = 268,363 SF  
EX. ASSUMED MNL (OUTLET ELEV) = 4917.00  
EX. ASSUMED EOT ELEV = 4918.00

SEE SHEET C0.1 FOR GENERAL LANDSCAPE NOTES  
SEE SHEET L.0 FOR LANDSCAPE PLAN LEGEND



PROJECT  
**FOREST ROAD NORTH GARAGE CONDO**  
FOREST LAKE, MN 55025  
OWNER  
**KSSK INVESTMENTS, LLC.**  
DATE BY COURT: EAGAN, MN 5023

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

*Robert L. Binder*  
Robert L. Binder  
DATE 11/14/25 LICENSE NO. 25521

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
4/20/25	SKETCH PLAN SUBMITTAL
08/05/25	WATERSHED SUBMITTAL
08/05/25	CITY SUBMITTAL
08/05/25	PROCES SET
08/05/25	WATERSHED SUBMITTAL
10/03/25	WETLAND IMPACT RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

LANDSCAPE PLAN BLOWUP - NORTH SIDE  
**L1.2**  
© COPYRIGHT 2025 CIVIL SITE GROUP INC.

PRELIMINARY:  
NOT FOR  
CONSTRUCTION



**PROJECT**  
FOREST ROAD NORTH GARAGE  
CONDO  
FOREST LAKE, MN 55025

**OWNER**  
KSSK INVESTMENTS, LLC.  
JANUARY COURT, EAGAN, MN 55123

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

Matthew R. Pavlek  
DATE 11/14/25 LICENSE NO. 44263

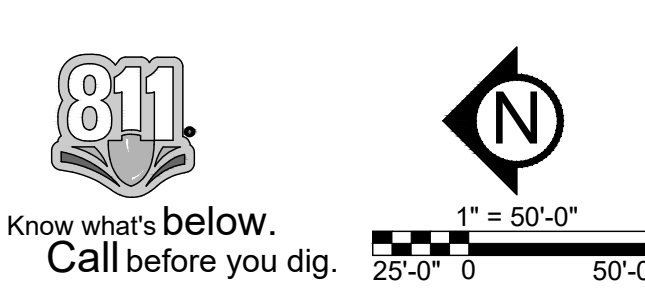
ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
03/20/25	SKETCH PLAN SUBMITTAL
08/05/25	WATERSHED SUBMITTAL
08/05/25	CITY SUBMITTAL
08/05/25	PROCESING SET
08/05/25	WATERSHED SUBMITTAL
10/03/25	WETLAND IMPACT RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

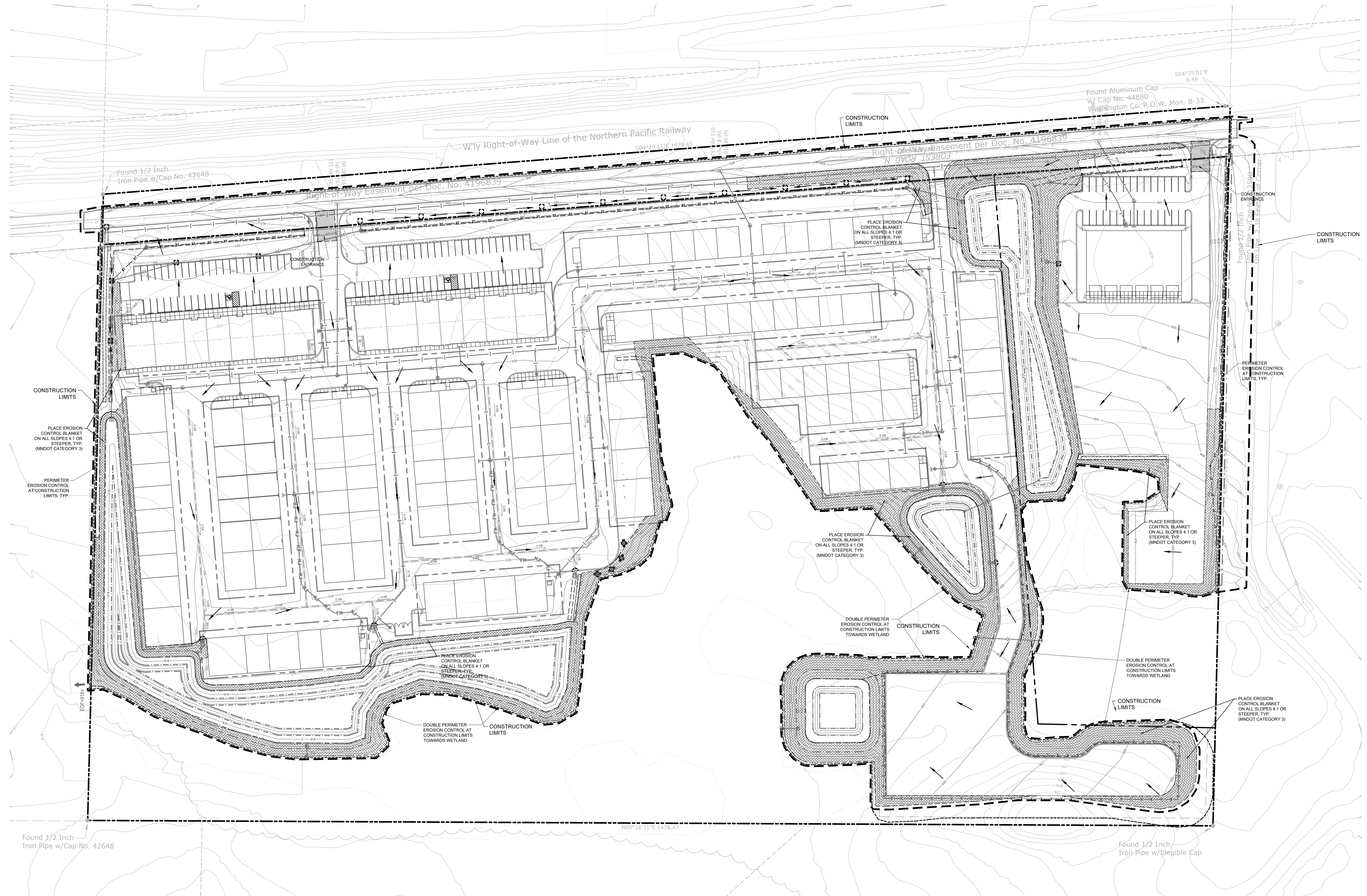
REVISION SUMMARY	
DATE	DESCRIPTION

SWPPP - EXISTING CONDITIONS  
**SW1.0**

- SWPPP LEGEND:**
- EX. 1' CONTOUR ELEVATION INTERVAL
  - DRAINAGE ARROW
  - SILT FENCE / BIOROLL - GRADING LIMIT
  - INLET PROTECTION
  - STABILIZED CONSTRUCTION ENTRANCE



PRELIMINARY:  
NOT FOR  
CONSTRUCTION



**SWPPP LEGEND:**

	EX. 1' CONTOUR ELEVATION INTERVAL
	1.0' CONTOUR ELEVATION INTERVAL
	DRAINAGE ARROW
	SILT FENCE / BIOROLL - GRADING LIMIT
	INLET PROTECTION
	STABILIZED CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET

**PROJECT**  
 FOREST ROAD NORTH GARAGE  
 CONDO  
 FOREST LAKE, MN 55025

**OWNER**  
 KSSK INVESTMENTS, LLC.  
STATE BY COURT, EAGAN, MN 50123

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

Matthew R. Pavlek  
 DATE 11/14/25 LICENSE NO. 44263

**ISSUE/SUBMITTAL SUMMARY**

DATE	DESCRIPTION
03/05/25	SKETCH PLAN SUBMITTAL
08/05/25	WATERSHED SUBMITTAL
08/05/25	CITY SUBMITTAL
08/05/25	PROGINS SET
08/05/25	WATERSHED SUBMITTAL
10/03/25	WETLAND IMPACT RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL

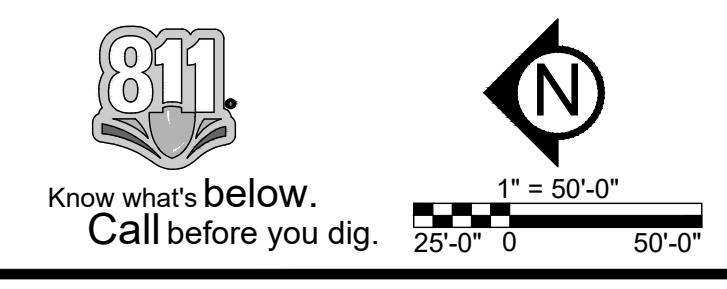
**REVISION SUMMARY**

DATE	DESCRIPTION

SWPPP - PROPOSED CONDITIONS

**SW1.1**

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**PRELIMINARY:  
NOT FOR  
CONSTRUCTION**



**PROJECT**  
FOREST ROAD NORTH GARAGE  
CONDO  
FOREST LAKE, MN 55025  
**OWNER**  
KSSK INVESTMENTS, LLC.  
REGISTERED ARCHITECT: EAGAN, MN 55123

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.  
*Robert L. Binder*  
Robert L. Binder  
DATE: 12/12/25 LICENSE NO. 25621

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
4/20/25	SKETCH PLAN SUBMITTAL
08/05/25	WATERSHED SUBMITTAL
08/05/25	CITY SUBMITTAL
08/05/25	PROPOSAL SET
08/05/25	WATERSHED SUBMITTAL
10/03/25	WETLAND IMPACT RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
10/03/25	WATERSHED RESUBMITTAL
11/14/25	CITY RESUBMITTAL
12/12/25	CITY RESUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

**WOODLAND PRESERVATION PLAN**  
**C1.1**  
© COPYRIGHT 2025 CIVIL SITE GROUP INC.

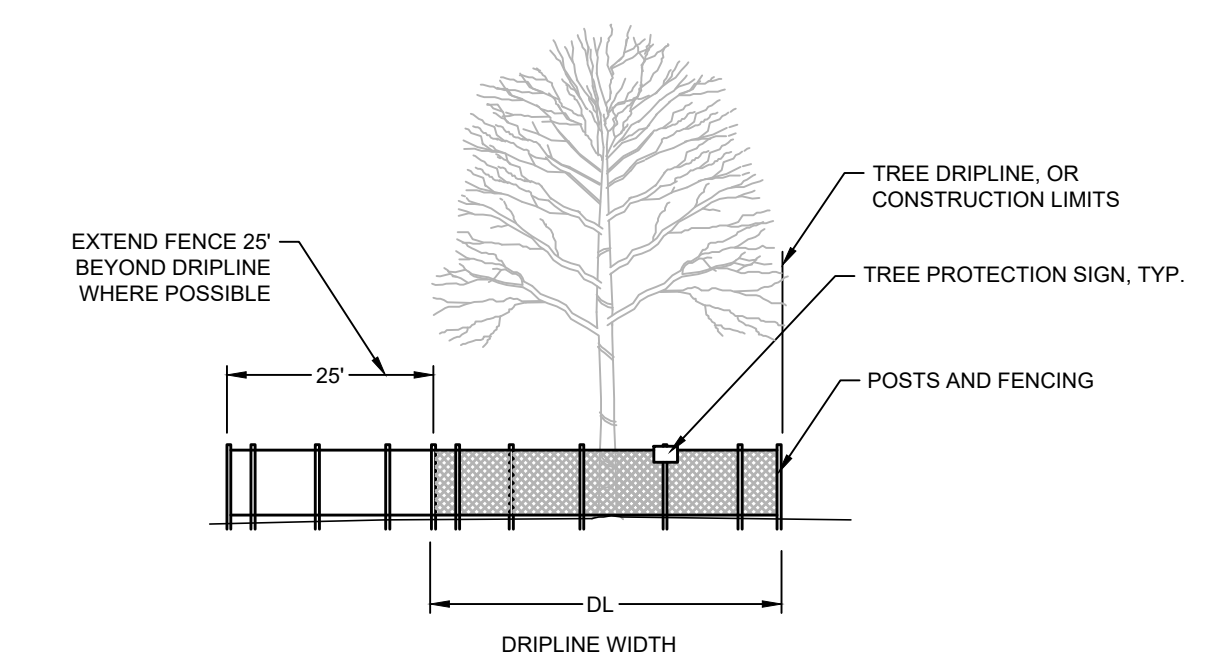
**TREE PRESERVATION PLAN LEGEND:**

- CONSTRUCTION LIMITS
- PROPERTY LINE
- TREE PROTECTION
- ✕ TREE REMOVAL - INCLUDING ROOTS AND STUMPS
- ▨ SIGNIFICANT WOODLAND REMOVAL
- ▤ EXISTING SIGNIFICANT WOODLAND

WOODLAND PRESERVATION CALCULATIONS  
**ALLOWED REMOVALS IS 60%**

EXISTING CONDITIONS:	420,918 SF
PROPOSED REMOVALS:	220,595 SF
PERCENTAGE REMOVED:	52%

SEE SHEET C0.1 FOR GENERAL REMOVAL NOTES

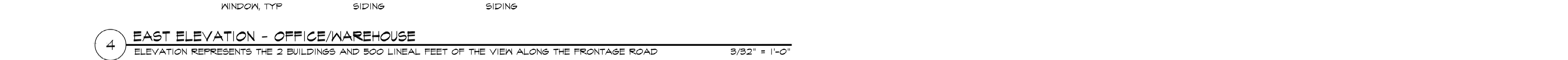
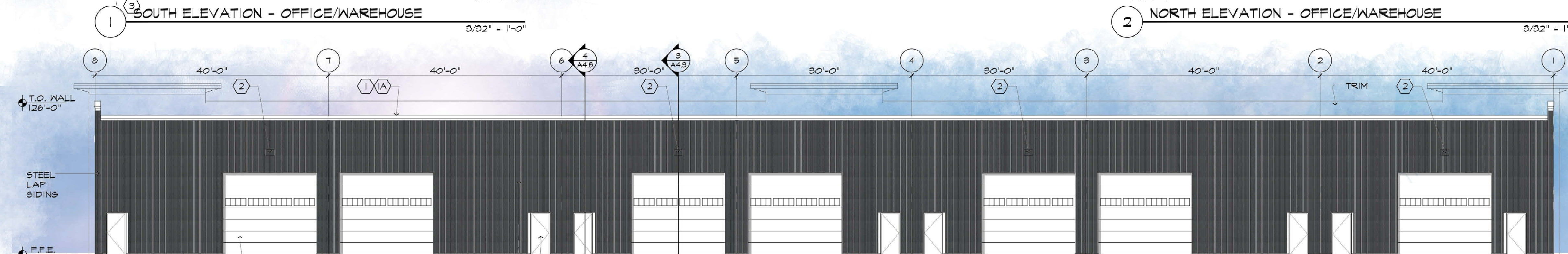


FURNISH AND INSTALL TEMPORARY FENCE AT THE TREE'S DRIP LINE OR CONSTRUCTION LIMITS AS SHOWN ON PLAN, PRIOR TO ANY CONSTRUCTION. WHERE POSSIBLE PLACE FENCE 25' BEYOND DRIP LINE. PLACE TREE PROTECTION SIGN ON POSTS, ONE PER INDIVIDUAL TREE (PLACING CONSTRUCTION ACTIVITY), OR ONE EVERY 100' F. ALONG A GROVE OR MULTY TREE PROTECTION AREA.

**1 TREE PROTECTION**  
NTS

# ARCHITECTURAL CONSORTIUM L.L.C.

1600 W Lake Street, STE 127  
 Minneapolis, MN 55408  
 612-436-4030  
 www.archconsort.com



Mark	Revision / Issue	Date
	BID SET	09/05/25

**PRELIMINARY**  
NOT FOR CONSTRUCTION

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

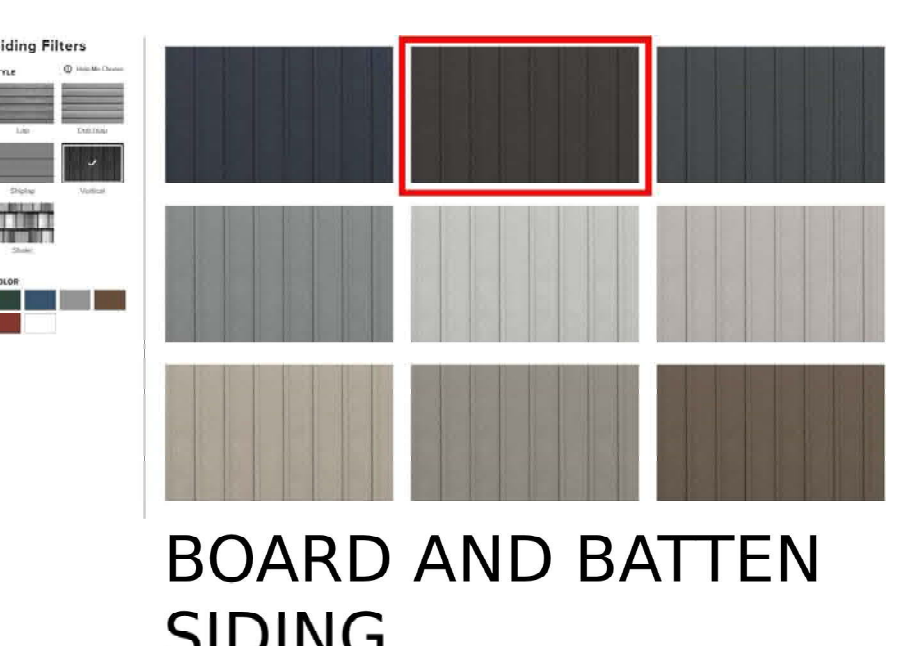
Printed Name: Kathy L. Anderson  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_ License #: 22285

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

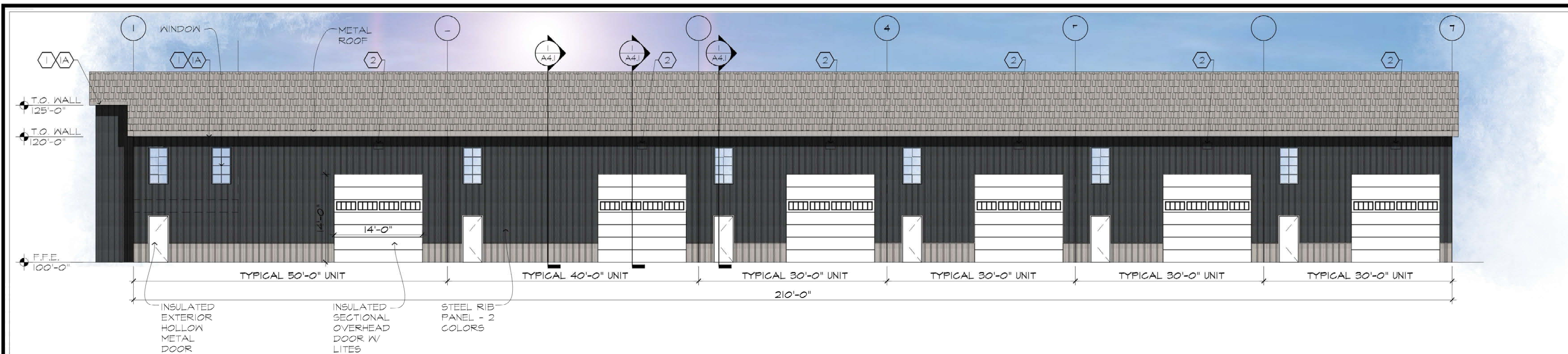
## EXTERIOR ELEVATIONS

PROJECT NUMBER:	25-1000-01
ISSUED DATE:	09/05/25
DRAWN BY:	GM
CHECKED BY:	KA

# A3.1

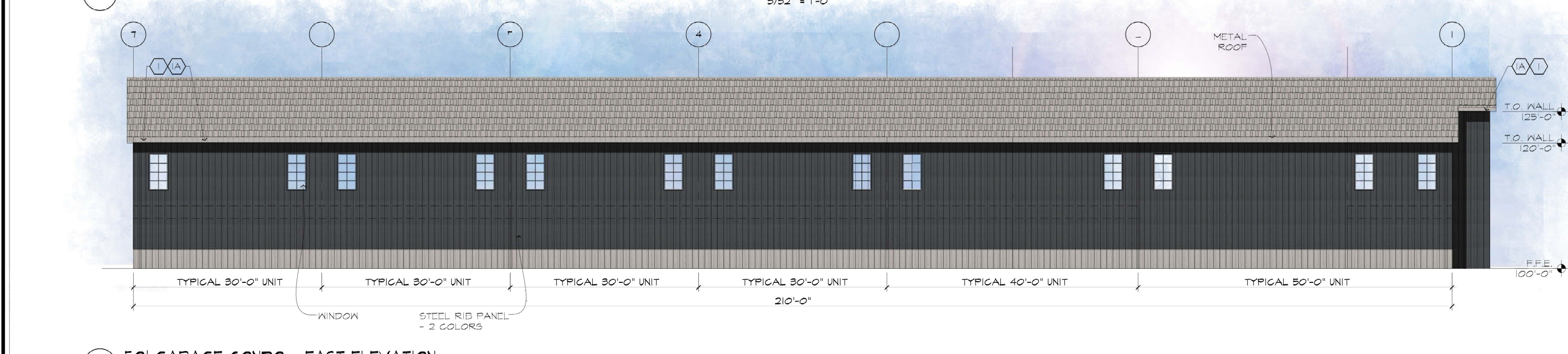


- NOTES AND EXTERIOR MATERIALS LEGEND**
- BOARD AND BATTEN STYLE VERTICAL SIDING: MATERIAL: PREFINISHED STL. COLOR: CHARCOAL GRAY. MFR: EDGO OR APPROVED EQUAL.
  - LAP SIDING: MATERIAL: PREFINISHED STL. COLOR: DESERT TONE. MFR: EDGO OR APPROVED EQUAL.
  - TRIM: AZEK CLASSIC TRIM WOODGRAIN. TEXTURE EXTERIOR. SEE SECTIONS/DETAILS FOR SIZE.
  - TRIM ALTERNATE: LP SHARPSIDE 540 SERIES TRIM CEDAR. TEXTURE EXTERIOR. SEE SECTIONS/DETAILS FOR SIZE. PAINT - P2 - COLOR SELECTED BY OWNER.
  - SIMULATED STONE: STYLE: PROFILE STACKED-STONE. COLOR: MANTUCKET. MFR: EL DORADO STONE.
  - ALUM. STOREFRONT: CLEAR ANODIZED.
  - STEEL COPINGS, CANOPIES, FLASHINGS: MTL-1: METAL SALES "BRIGHT WHITE".
- NOTES AND EXTERIOR MATERIALS LEGEND**
- FASCIAS: WHITE STOCK.
  - BUTTERS: WHITE. PROVIDE DOWNSPOUTS TO MATCH WALL COLOR.
  - WALL LIGHT: TYPICAL.
  - FIRE DEPARTMENT CONNECTION AND SIGNAGE.
  - ELECTRICAL METERS.
  - STOREFRONT: SEE A21 FOR ELEVATIONS.
  - STEEL COPINGS, CANOPIES, FLASHINGS: METAL SALES STOCK COLORS.
  - INTERIOR CEILINGS - LINER PANELS: BASE BID: SOLID WHITE METAL SUPPLIED BY METAL SALES. ALTERNATE: PROVIDE INDIVIDUAL UNIT PRICING FOR PERFORATED WHITE OR BLACK BY METAL SALES. NOTE: PERFORATED PANELS REQUIRE SUPPORT AT 4'-0" O.C. MAX SPACING. 2X4 SUB-FRANING AT 4'-0" O.C. BETWEEN ROOF TRUSSES SHOULD BE INCLUDED IN THE ALTERNATE PRICING.
- GENERAL NOTES:**
- TENANT SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT AS REQ'D BY CITY. PROVIDE CIRCUIT AND JUNCTION BOX CENTERED ON SIGN BAND. COORDINATE WITH TENANT.
  - PROVIDE BACKER ROD AND SEALANT AT ALL MATERIAL CHANGES. 2.1. SEALANT AROUND ALUMINUM STOREFRONT TO MATCH ALUMINUM STOREFRONT.
  - PROVIDE DAMA EMERGENCY KEYBOX & ADDRESS NUMBERS AS REQUIRED BY CITY.
  - WHERE EXPOSED, GAS METER, PIPING, ELECTRICAL GEAR AND CONDUIT SHALL BE PAINTED TO MATCH BUILDING.
  - ELECTRICAL DESIGN-BUILD CONTRACTOR TO PROVIDE SITE PHOTOMETRIC/SITE LIGHTING PER CITY CODE. PROVIDE POLE AND WALL MOUNTED LIGHTING AS REQUIRED. FINAL FIXTURE SELECTIONS SHALL BE USED FOR PHOTOMETRIC. MOUNT FIXTURES AT HEIGHT AND SPACINGS AS SHOWN ON PHOTOMETRIC. USE FIXTURES AS SPECIFIED BY THE CITY.



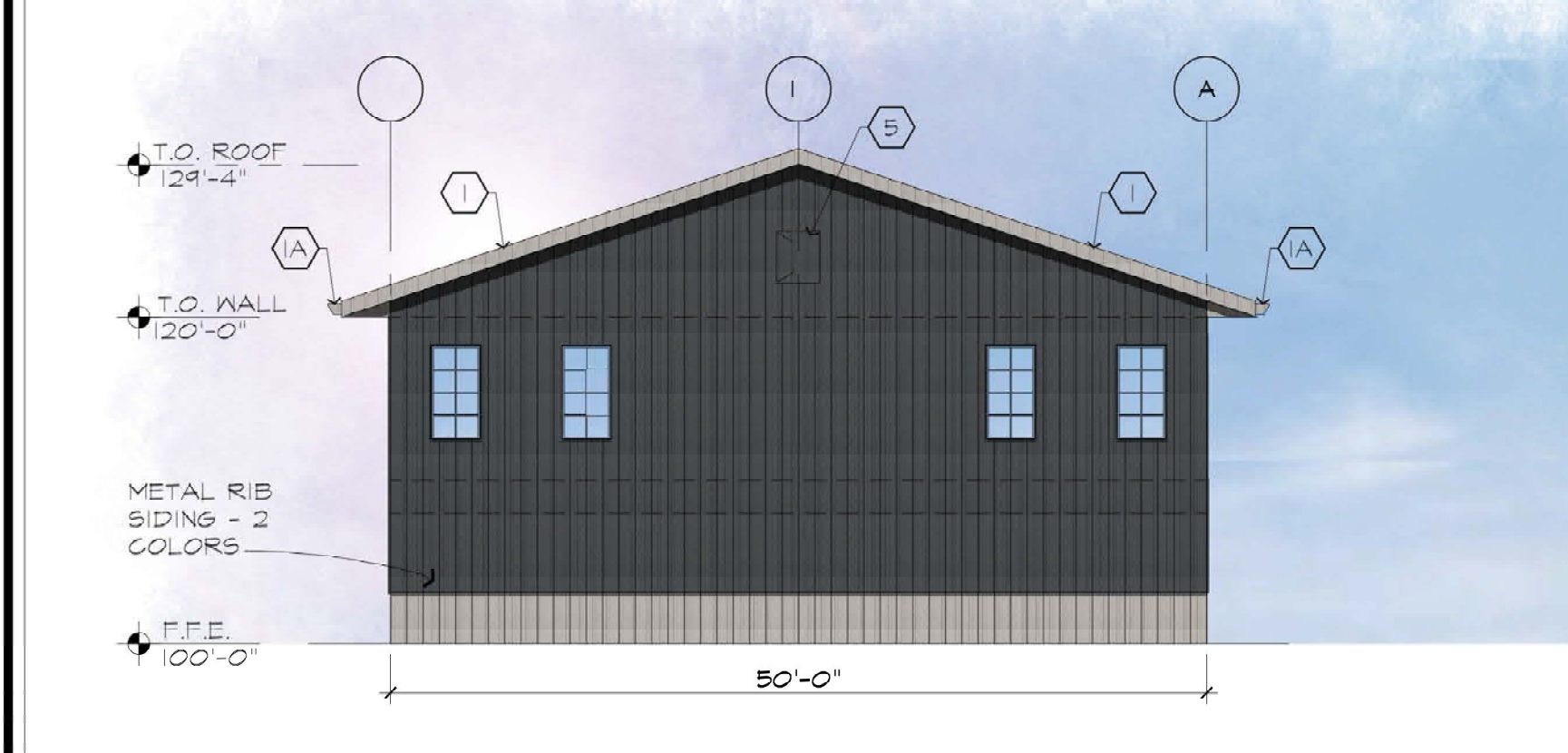
1 GARAGE CONDO - WEST ELEVATION

3/32" = 1'-0"



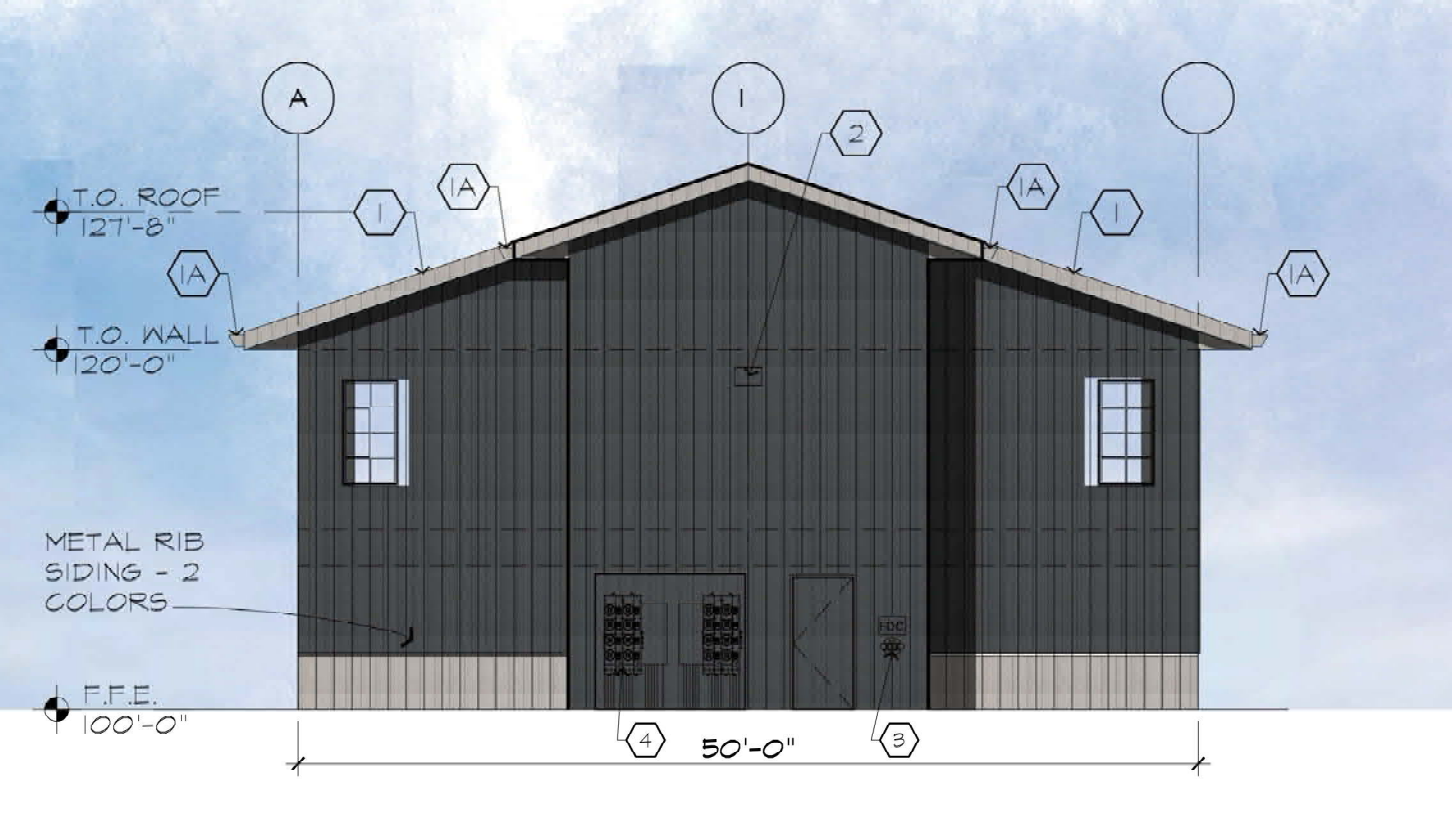
2 50' GARAGE CONDO - EAST ELEVATION

3/32" = 1'-0"



3 GARAGE CONDO - SOUTH ELEV

3/32" = 1'-0"



4 GARAGE CONDO - NORTH ELEV

3/32" = 1'-0"

- GENERAL NOTES:**
1. PROVIDE BACKER ROD AND SEALANT AT ALL MATERIAL CHANGES.  
1.1. SEALANT AROUND WINDOWS TO MATCH WINDOWS.
  2. PROVIDE DAMA EMERGENCY KEYBOX # ADDRESS NUMBERS AS REQUIRED BY CITY.
  3. WHERE EXPOSED, GAS METER, PIPING, ELECTRICAL GEAR AND CONDUIT SHALL BE PAINTED TO MATCH BUILDING.
  4. ELECTRICAL DESIGN-BUILD CONTRACTOR TO PROVIDE SITE PHOTOMETRIC/ SITE LIGHTING PER CITY CODE. PROVIDE POLE AND WALL MOUNTED LIGHTING AS REQUIRED. FINAL FIXTURE SELECTIONS SHALL BE USED FOR PHOTOMETRIC. MOUNT FIXTURES AT HEIGHT AND SPACING AS SHOWN ON PHOTOMETRIC.

**NOTES AND EXTERIOR MATERIALS LEGEND**

- ROOF:**  
OWENS CORNING SHINGLES - DURATION  
COLOR: SAND CASTLE
- BOARD AND BATTEN STYLE VERTICAL SIDING (W/2" COVERAGE - MTL-1):**  
MATERIAL: PREFINISHED STL  
COLOR: CHARCOAL GRAY  
MFR: EDGO OR APPROVED EQUAL
- BOARD AND BATTEN STYLE VERTICAL SIDING (W/2" COVERAGE - MTL-2):**  
MATERIAL: PREFINISHED STL  
COLOR: DESERT TONE  
MFR: EDGO OR APPROVED EQUAL

- WINDOWS:**  
SEE A2.1 FOR WINDOW ELEVATIONS
- PELLA 250 SERIES OR APPROVED EQUAL SASH SET FIXED, WHITE**
- NON-STANDARD SIZE FIXED SASH SET
  - EXTERIOR COLOR / FINISH: STANDARD WHITE
  - INTERIOR COLOR / FINISH: STANDARD WHITE
  - GLASS: INSULATED LOW-E ADVANCED LOW-E INSULATING GLASS ARGON, NON HIGH ALTITUDE
  - PERFORMANCE INFORMATION: MUST MEET MN ENERGY CODE PREScriptive STANDARD:  
U-FACTOR: 0.34 MAX, SHGC 0.38 MAX, VLT 1.10 MIN
  - GRILLE: STANDARD PATTERN GRILLE, 3/4" CONTOUR, TRADITIONAL, WHITE, WHITE
  - WRAPPING INFORMATION: NO EXTERIOR TRIM, NO INTERIOR TRIM.

- 1 FASCIA AND SOFFIT,  
COLOR: DESERT TONE
- 1A GUTTERS,  
COLOR: DESERT TONE  
PROVIDE DOWNSPOUTS TO MATCH WALL COLOR
- 2 WALL LIGHT, TYPICAL
- 3 FIRE DEPARTMENT CONNECTION AND SIGNAGE
- 4 ELECTRICAL METERS
- STEEL COPINGS, CANOPIES, FLASHINGS,  
METAL SALES STOCK COLORS
- INTERIOR CEILINGS - LINER PANELS,  
BASE BID, SOLID WHITE METAL SUPPLIED BY METAL SALES  
ALTERNATE: PROVIDE INDIVIDUAL UNIT PRICING FOR PERFORATED WHITE OR BLACK BY METAL SALES. NOTE: PERFORATED PANELS REQUIRE SUPPORT AT 4'-0" O.C. MAX SPACING. 2X4 SUB-FRAMING AT 4'-0" O.C. BETWEEN ROOF TRUSSES SHOULD BE INCLUDED IN THE ALTERNATE PRICING.
- 5 30" WIDE X 36" HIGH ATTIC ACCESS PANEL.

**ARCHITECTURAL CONSORTIUM L.L.C.**  
1600 W Lake Street, STE 127  
Minneapolis, MN 55408 612-436-4030  
www.archconsort.com

Mark	Revision / Issue	Date
BID SET		09/05/25

**PRELIMINARY**  
NOT FOR CONSTRUCTION

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

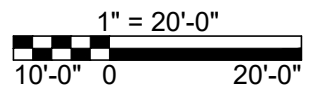
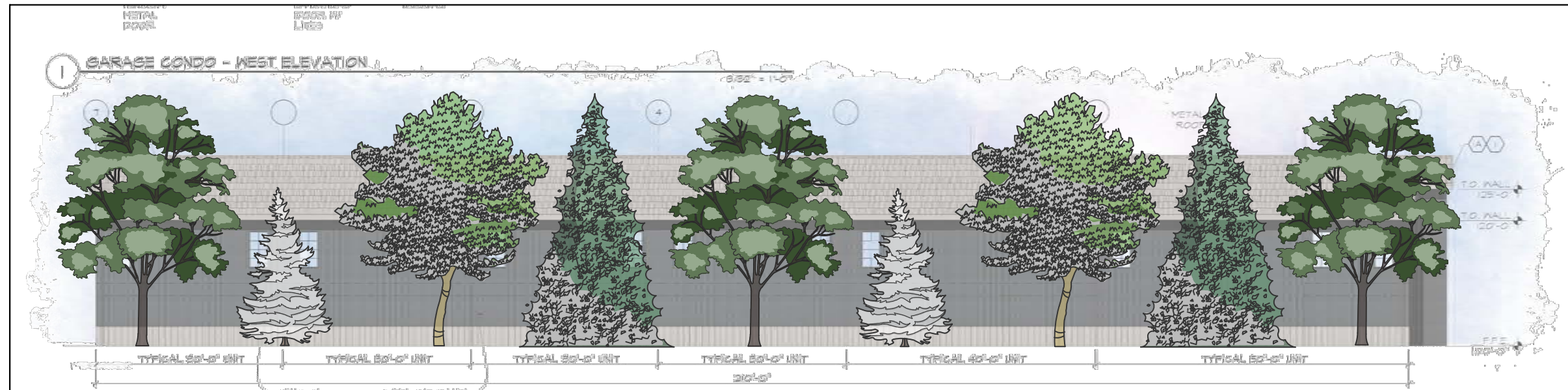
Printed Name: Kathy L. Anderson  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ License #: 22285

**FOREST LAKE GARAGE CONDO**  
**TYPE 2**  
**FOREST LAKE, MN**

**EXTERIOR ELEVATION**

PROJECT NUMBER:	25-1000-02
ISSUED DATE:	09/05/25
DRAWN BY:	CM
CHECKED BY:	KA

**A3.1**



FOREST LAKE GARAGE CONDOS

# FOREST ROAD ELEVATION W/ TREES

FOREST LAKE, MN 55025



5000 Glenwood Avenue  
 Golden Valley, MN 55422  
 612-615-0060  
 www.CivilSiteGroup.com

Project Number: 24490  
 Issue Date: 11/14/2025

Revision Number:  
 Revision Date:

## EX 1

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

**RESOLUTION NO. 03-23-26-01**

**A RESOLUTION APPROVING THE FOREST ROAD NORTH GARAGE PLANNED UNIT  
DEVELOPMENT AND (PUD) FINAL PLAT**

---

**WHEREAS**, Hallberg Marine (“Applicant”) submitted an application to the City of Forest Lake for a final planned unit development and plat (PUD) called Forest Road North Garage on the unaddressed property with a PID of 20-032-21-13-0006 (“Property”); and

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

**WHEREAS**, the Applicant submitted an application and project plans to the City of Forest Lake on December 23, 2025, for a final planned unit development and plat regarding the development of an industrial multitenant site with associated outdoor storage and future contractors office and yard on the Property; and

**WHEREAS**, the requested improvements to the include the establishment of individually owned garage condominium units and associated commercial/industrial flex space, along with a separate lot intended to accommodate a contractor’s yard with associated construction of new accesses, utility infrastructure, stormwater ponding areas, and landscaping improvements as shown in the plans dated November 14, 2025; and

**WHEREAS**, the Applicant has requested flexibility from the City’s requirements for minimum lot area, minimum lot width, landscaping, building design standards and inclusion of outdoor storage as an accessory use through the planned unit development (PUD) as identified in the report dated March 23, 2026, drafted by staff; and

**WHEREAS**, on January 28, 2026, the Forest Lake Planning Commission reviewed the Applicant’s request for the Forest Road North Garage final PUD, held a public hearing, and voted to recommend the requests for City Council approval with conditions identified by staff; and

**WHEREAS**, at its March 23, 2026 meeting, the City Council considered the Applicant’s request for the Forest Road North Garage final plat and PUD, held a public hearing and hereby makes the following findings of fact:

1. The Forest Road North Garage final plat and PUD are consistent with the City’s adopted 2040 Comprehensive Plan.

2. The Forest Road North Garage final plat and PUD are consistent with the conditional approval of the preliminary plat and PUD by the Forest Lake City Council on October 13, 2025.
3. The City finds that approval of the Forest Road North Garage Final Plat and Final Planned Unit Development is expressly limited to a maximum of one hundred fifty (150) garage condominium units and twenty (20) commercial condominium units, and that any increase in unit count constitutes a material change requiring a Planned Unit Development amendment approved by the City Council.
4. The proposed land uses are consistent with the City's Subdivision and Zoning ordinances, surface water management plan, airport zoning regulations, and applicable engineering standards.
5. The Forest Road North Garage final plat and PUD plans are compatible with the existing and planned surrounding context.
6. The Forest Road North Garage final plat and PUD plans will not negatively impact the health, safety, and general welfare of the surrounding area.
7. The Forest Road North Garage final plat and PUD plans will not create an unmitigated burden on parks, schools, streets or other public facilities.
8. The Forest Road North Garage final plat and PUD plans will be constructed in a phased manner acceptable to the City.
9. The Forest Road North Garage final plat and PUD plans will not negatively impact environmental quality, property values, scenic views, and reasonable enjoyment of the surrounding area.
10. Flexibilities to city code proposed in the Forest Road North Garage final plat and PUD plans are justified by the design of the proposed use.

**THEREFORE, BE IT RESOLVED**, by the City Council of the City of Forest Lake that the Applicant's request for approval of the Forest Road North Garage final PUD contains the following flexibilities as depicted in the plans presented to the Planning Commission on January 28, 2026:

1. Outdoor storage is permitted as an accessory to an approved Industrial Condominium /Multitenant Structure use.
2. Minimum lot size of less than one acre for lots containing garage condo and flex industrial space buildings.
3. Minimum lot width of less than 150 feet for lots containing garage condo and flex industrial space buildings.
4. Location of parking lots fronting Forest Road North Garage.

5. Landscaping not meeting minimum requirements.
6. Building design standards and exterior materials as depicted in the approved plans, consistent with the flexibility granted through the Planned Unit Development.

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

The Applicant's request for the Forest Road North Garage final plat and PUD are hereby approved subject to the following conditions:

**I. General Compliance and Approved Plans**

1. The site shall be developed in substantial conformance with the following plans and comments on file with the Community Development Department as part of Case No. J25-0639, except as may be modified by the conditions herein:
  - Preliminary Plat (Dated 11/14/25)
  - Final Plat (Received on 12/23/25)
  - Forest Lake Garage Condo Plans (Dated 11/14/25)
  - Stormwater Management Report (Dated 11/14/25)
2. The Forest Road North Garage development is expressly limited by the City to a maximum of one hundred fifty (150) storage and twenty (20) commercial condominium units. Any increase in the number of approved units shall constitute a material and substantive change to the approved Final Planned Unit Development and Final Plat and shall require amendment and approval by the City Council in accordance with the City's Planned Unit Development regulations.
3. The requirements of the City Engineer (as noted in the project review memo dated January 12, 2026), City Attorney, Public Works Director, Building Official, and Fire Chief (as noted in the Community Development staff memo March 23, 2025) shall be met before or during construction and development of the project, as applicable.
4. The applicant or owner shall obtain all required City, County, State, and Rice Creek Watershed District permits, prior to starting any demolition, tree removal, grading or construction activity.

**II. Requirements Prior to Recording of the Final Plat**

5. The applicant shall fully execute a Development Agreement with the City.
6. The applicant shall enter into a Deferred Assessment Agreement for improvements required to bring the segment of Forest Road North Garage abutting the development site into conformance with applicable City standards.
7. All required City financial guarantees shall be submitted, and payment shall be received for all outstanding bills and invoices related to the project. The City shall not release the final plat for recording until all such payments have been received.

- 8. All required documents, including a blanket access easement, shall be recorded with Washington County at the applicant’s expense.

**III. Property Management, Ownership, and Long-Term Operations**

- 9. The applicant shall submit all Common Interest Community (CIC) plans and declarations to the City for administrative review and approval prior to issuance of any building permits and prior to recordation or approval by Washington County.

**IV. Construction & Implementation Requirements**

- 10. The applicant or contractor shall hold a preconstruction meeting prior to commencing any grading or construction activity. Representatives from the City, Washington County, MnDOT, the Rice Creek Watershed District, and applicable private utilities shall be invited.
- 11. Flexibility on signage is not provided through the PUD. A master sign plan shall be submitted and approved prior to issuance of any sign permits for the property.
- 12. Pursuant to City Code 152.082(G) and 153.087(J) approvals shall be deemed to be automatically canceled in the event the Forest Road North Garage final plat is not filed with Washington County within 120 days following this final approval. The PUD shall expire and be considered null and void 1 year after it has been issued if no construction has begun or if use has not been established.

Adopted in the regular session of the City Council on the 23rd Day of March, 2026.

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

Its: Mayor, Blake Roberts

Attested:

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

Its: Assistant City Administrator, Jolleen Chaika

## EXHIBIT A

### Legal Description of Subject Property

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

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

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

**ORDINANCE NO. 768**

**AN ORDINANCE AMENDING THE CITY OF FOREST LAKE OFFICIAL ZONING MAP, REZONING ALL  
PROPERTY ASSOCIATED WITH FOREST ROAD NORTH GARAGE FROM I (INDUSTRIAL) TO I-PUD  
(INDUSTRIAL PLANNED UNIT DEVELOPMENT)**

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**Section One. Zoning Map Amendment.** The following property is hereby rezoned from I, Industrial to I-PUD, Industrial Planned Unit Development:

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

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

**Section Two. PUD District Regulations.** Permitted uses and regulations acceptable to the PUD are hereby established as follows:

1. Principal Uses:
  - a. Principal uses on the property shall be limited to those permitted in the underlying Industrial Zoning District for all of the property as legally described in Section One, above.
2. Accessory Uses:
  - a. Outdoor storage is permitted as an accessory use only as depicted on the plans approved by the City Council on March 9, 2026, and subject to site plan approval by the City.
  - b. Accessory uses on the property shall otherwise be limited to those permitted in the underlying Industrial Zoning District for all of the property as legally described in Section One, above.
3. Maximum Development Intensity:
  - a. The total number of garage condominium units permitted within the I-PUD District shall not exceed one hundred fifty (150) units. Any increase in the number of units shall constitute a material change to the approved Planned Unit Development and shall require amendment and approval by the City Council.
4. Lot Standards:
  - a. The minimum lot size is .15 acres for lots containing garage condominium or

- industrial flex space buildings, as depicted on the approved plans.
- b. The minimum lot width is 55 feet for lots containing garage condominium or industrial flex space buildings, as depicted on the approved plans.
5. Parking Requirements:
    - a. Parking lots are permitted along the Frontage of Forest Road North Garage with a landscaping buffer.
  6. Landscaping Regulations:
    - a. The minimum number of overstory trees shall not be less than 24, or an equivalent amount approved by the City through site plan review.
    - b. The minimum number of understory trees and shrubs shall not be less than 154, or an equivalent amount approved by the City through site plan review.
  7. Building Design Requirements:
    - a. Permitted major exterior materials of all walls shall include painted steel siding or similar materials of comparable quality approved by the City through site plan review, as depicted on the plans reviewed by the Forest Lake City Council on March 9, 2026.
  8. Other Standards – Other standards for site development or improvements shall be those found in the Forest Lake Zoning Ordinance, including but not limited to standards for the underlying Industrial Zoning District.

**Section Three. Zoning Map.** The zoning map of the City of Forest Lake shall be republished in the ordinary course to show the aforesaid zoning, and in the interim the Clerk shall appropriately mark the zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance, and all of the notations, references, and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

**Section Four. Effective Date.** This ordinance shall become effective immediately upon the approval of a Planned Unit Development for the property described in Section One, above, consistent with the standards herein.

Passed in regular session of the City Council on the 23rd day of March, 2026.

CITY OF FOREST LAKE

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

Its: Mayor, Blake Roberts

Attested:

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

Its: Assistant City Administrator, Jolleen Chaika

This Ordinance \_\_\_\_\_ was published on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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

**RESOLUTION NO. 03-23-26-02**

**A RESOLUTION AUTHORIZING PUBLICATION OF A SUMMARY OF ORDINANCE 968**

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**WHEREAS**, the Forest Lake City Council has adopted Ordinance No. 968, an ordinance that amends Chapter 153 of the Forest Lake City Code by rezoning all property PID 20-032-21-13-0006, from Industrial (I), to Industrial Planned Unit Development (I-PUD); and

**WHEREAS**, the ordinance is lengthy; and

**WHEREAS**, Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

**WHEREAS**, the City Council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

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

The Forest Lake City Clerk shall cause the following summary of Ordinance No. 968 to be published in the official newspaper in lieu of the entire ordinance:

**Public Notice**

The City Council of the City of Forest Lake has adopted Ordinance No. 968, an ordinance that amends the Zoning Ordinance by rezoning all property at PID 20-032-21-13-0006 from Industrial (I), to Industrial Planned Unit Development (I-PUD). This ordinance creates land use standards consistent with the requested Planned Unit Development for the Forest Road North Garage project proposed by Hallberg Marine, which was approved by the Forest Lake City Council on March 9, 2026.

The full text of Ordinance No. 968 is available for inspection at Forest Lake City Offices during regular business hours.

**BE IT FURTHER RESOLVED** by the City Council of the City of Forest Lake that the City Administrator keeps a copy of the ordinance at City Hall for public inspection and that a full copy of the ordinance be placed in a public location within the City.

*[remainder of page intentionally blank]*

Adopted in the regular session of the City Council on the 23rd Day of March, 2026.

CITY OF FOREST LAKE

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

Its: Mayor, Blake Roberts

Attested:

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

Its: Assistant City Administrator, Jolleen Chaika

**CITY OF FOREST LAKE  
DEVELOPMENT FEE ASSESSMENT AGREEMENT FOR  
FOREST ROAD NORTH GARAGE, FOREST LAKE, MINNESOTA**

**THIS AGREEMENT FOR A SITE ASSESSMENT** (“Agreement”) is entered into and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2026 (“Agreement Date”), by and between the City of Forest Lake, a Minnesota municipal corporation (the “City”), and FOREST RD NORTH DEVELOPMENT LLC, a Minnesota limited liability company (the “Owner”).

**RECITALS**

**WHEREAS**, the Owner is the fee owner of property legally described on the attached **Exhibit A**, located in Forest Lake, Washington County, Minnesota (“Property”); and

**WHEREAS**, to facilitate the Owner’s development of the Property, the Owner has applied for and, pursuant to City Council Resolution No. 10-13-25-04 and \_\_\_\_\_, the City has granted plat approval (“Plat Approval”) for the plat of Forest Road North Garage (the “Plat”), and

**WHEREAS**, as a condition of the Plat Approval and the Development Agreement for Forest Road North Garage and pursuant to the authority in City Code § 152.073, the the Owner is required to provide for the construction of the “Public Improvements,” as defined in Section 1.01(i) below to install road improvements to Forest Road North immediately adjacent to the Property (“Public Improvements”) at the Owner’s sole cost; and

**WHEREAS**, the Owner and the City agree that installing the Public Improvements at the current date is not in the best interest of either party because of the likelihood of additional development immediately south of the Property; and

**WHEREAS**, Owner has requested that the City and the Owner enter into this Agreement to provide for the City's future construction of the Public Improvements and, in connection with that construction, the City's levying of a special assessment against the Property in the Assessment Amount, as defined below, and to provide for the Owner's waiver, in accordance with Minnesota Statutes Section 462.3531 and 429.081, of the Owner's right to appeal the City's levy of a special assessment against the Property for the Public Improvements in any amount up to but not exceeding the Assessment Amount in lieu of the City's obligating the Owner to construct the Public Improvements at this time and at the Owner's cost and expense.

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

### **ARTICLE I** **DEFINITIONS**

**Section 1.01 Definitions.** The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) **Agreement Date**: The date written in the first paragraph of the Agreement.
- (b) **Assessment Amount**:
  - (i) The Assessment Amount is **\$626,500.00**.
  - (ii) The Owner acknowledges and agrees that the special benefit that the Property will received from the Public Improvements is at least equal to the Assessment Amount.
  - (iii) If the City levies a special assessment in the Assessment Amount against the Property for the Public Improvements, the City agrees the special assessment will be payable in equal, annual installments of principal and interest, at the Assessment Interest Rate, payable over the Assessment Payment Term. Notwithstanding the above, Owner may choose to pay off entire Assessment Amount at any time without penalty or additional interest accrual and if, as anticipated, the Property is subdivided prior to the City's levy of the special assessment, the Owner of any portion of the Property that constitutes a separate tax parcel may choose to pay off the portion of the Assessment Amount allocable to that tax parcel in accordance with Section 3.03 and Section 3.04 below at any time without penalty or additional interest accrual.
- (c) **Assessment Interest Rate**: The Assessment Amount shall accrue interest at a rate of five percent (5%) per year for the Assessment Payment Term.

- (d) Assessment Payment Term: The Assessment Payment Term is fifteen (15) years and shall commence once the following actions are completed:
- (i) A Resolution approving the construction of the Public Improvements has been approved by the City Council.
  - (ii) Written notice of Resolution is sent to the Owner via certified mail.
  - (iii) A Resolution levying a special assessments against the Property in the Assessment Amount is adopted by the City Council and the City certifies the levied assessment with Washington County for payment in accordance with Minnesota Statutes Section 429.061, Subd. 3.

Upon completion of the items listed above, the Assessment Payment Term shall begin the following calendar year.

- (e) City: The City of Forest Lake, a Minnesota municipal corporation.
- (f) Developer Owner. FOREST RD NORTH DEVELOPMENT LLC, a Minnesota limited liability company, so long as it owns all or any part of the Property and any successor in title to a portion of the Property to whom Developer Owner expressly assigns, of record, the rights of the Developer Owner under this Agreement. For avoidance of doubt, every Developer Owner is also an Owner but not every Owner is a Developer Owner.
- (g) Owner: FOREST RD NORTH DEVELOPMENT LLC, a Minnesota limited liability company and its successors it title to all or any portion of the Property.
- (h) Property: The real property identified and described on **Exhibit A**.
- (i) Public Improvements: The public improvements described on the attached **Exhibit C**.

## **ARTICLE II** **THE AGREEMENT**

**Section 2.01 Purpose.** The purpose of this Agreement is to memorialize the covenants and agreements between the Owner and the City regarding the construction of the Public Improvements, the City's right to levy special assessments against the Property pursuant to Minnesota Statutes Chapter 429 to pay for the construction of the Public Improvements, and the Owner's voluntary waiver of certain rights with respect to those special assessments in the manner authorized by Minnesota Statutes § 462.3531.

**Section 2.02 Term of Agreement.** The term of this Agreement shall commence on the Agreement Date and shall terminate upon the earlier of the Owner's payment of special assessments which the City levies against the Property to pay costs of constructing the Public Improvements in an amount up to the Assessment Amount, or December 31, 2036.

**Section 2.03 Survival.** Notwithstanding the termination of this Agreement pursuant to Section 2.02, the Owner's covenants and agreements contained in Section 3.01, the City's covenants and agreements contained in Section 3.02, and the Default provisions of Article 4 shall survive the termination of this Agreement.

### **ARTICLE III** **COVENANTS AND AGREEMENTS**

**Section 3.01 Covenants and Agreements of the Owner.** The Owner covenants and agrees with the City that:

- (a) Assessment Appeal Waiver: Owner has requested and hereby authorizes the City to levy the special assessment against the Property up to the Assessment Amount for the Public Improvements. The Owner hereby waives all rights and claims to assessment notices, hearings and appeals, and all other rights and claims pursuant to Minnesota Statute Chapter 429 relating to (i) the City approval process for the Public Improvements, or (ii) the notice and assessment process for special assessments levied against the Property in an amount up to the Assessment Amount to finance the Public Improvements including, without limitation, any and all procedural and substantive objections to the assessment up to the Assessment Amount against the Property, including, but not limited to, notice and hearing requirements, that the approval or assessment process for the Public Improvements was improper or invalid, and any claim that any or all of the Assessment Amount against the Property exceeds the benefit to the Property from the Public Improvements. The Owner acknowledges and agrees that this Agreement constitutes a petition pursuant to Minn. Stat. § 429.035 for the construction of the Public Improvements. The City and the Owner acknowledge and agree that the Owner's waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Amount by operation of Minn. Stat. § 462.3531.
- (b) Owner's Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate an assessment against the Property up to the Assessment Amount for the Public Improvements, or for other relief from the payment of said assessment up to the Assessment Amount against the Property for the Public Improvements constructed by the City.
- (c) Owner's Covenant that Owner is the Property Fee Owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property, has good right, title, and authority to enter into this Agreement with the City, and shall obtain consent from any parties that are mortgagees, easement holders, or holder of any rights in the Property that might be superior to this Agreement.
- (d) Agreement Runs with the Land. This Agreement shall run with the land, shall be recorded against title to the Property, and is binding on all current and future individuals or entities that hold any interest in the Property. The Owner, for itself, its successors and assigns, covenants with the City that the Owner has title to all the Property and there are no unrecorded interests against the Property.

- (e) Owner's Agreement to Assessment Amount: Owner understands and agrees that the value of the Public Improvements will increase the market value of the Property in an amount that equals or exceeds the Assessment Amount and further acknowledges and agrees that the Assessment Amount is a benefit to the Property and is not excessive. Owner also understands and agrees that the Public Improvements are required due to the Owner's subdivision and intended development of Property and are a condition of the Plat Approval, pursuant to City Code § 152.073 and the City's Assessment Policy.
- (f) When Payment is Due: Owner agrees that unless the Owner pays the assessment in full prior to the City's certification of the assessment or the first installment thereof to the county auditor pursuant to Minnesota Statutes Section 429.061, Subd. 3, Owner will pay the annual installments of the Assessment Amount and interest thereon at the Assessment Interest Rate with the payment of property taxes due and payable with respect to the Property over the Assessment Payment Term.

**Section 3.02 Covenants and Agreements of the City.** The City covenants and agrees with the Owner that:

- (a) Assessment Amount: The City agrees that it will levy special assessments against the Property for the Improvements pursuant to this Agreement only up to the Assessment Amount.
- (b) City Recording of this Agreement: The City will record this Agreement against the Property.
- (c) Prepayment of Assessment: The City agrees an Owner may prepay some or all of the City's Assessment Amount against the Property for the Improvements with no penalty pursuant to Minn. Stat. § 429.061.
- (d) City Fees: Nothing in this Agreement shall alter any fee for connection to lateral sanitary sewer, water, and storm sewer lines or ponding needed to connect or serve the Property, nor does this Agreement alter any connection, trunk, management, or area fee for: (i) sanitary sewer; (ii) watermain; (iii) storm sewer; (iv) surface water management; (v) park; or (vi) trail fees required to be paid to the City by the then owner of the Property at such time as the Property is redeveloped or subdivided.
- (e) Other Improvements: This Agreement only relates to the Public Improvements. Nothing herein shall preclude the City in the future from constructing other improvements not covered by this Agreement (the "Future Improvements") under Minnesota Statutes Chapter 429 and, consistent with statutory requirements, assessing the Property for such Future Improvements. Nothing shall preclude the Owner, its successors and assigns, from objecting to or appealing the amount of such future assessment for the Future Improvements pursuant to statutory requirements.

**Section 3.03 Current Subdivision of the Property.** City and Owner acknowledge and agree that Owner is subdividing the Property as depicted on the Plat and that upon the recording of Plat the Assessment Amount shall be allocated among and between the lots and outlots the Plat creates as set forth on **Exhibit B**. From and after the recording of the Plat, each lot or outlot the Plat creates shall be subject to this Agreement and the waivers set forth in Section 2 only up to the portion of the Assessment Amount allocated to that lot or outlot on **Exhibit B**.

**Section 3.04 Future Subdivision of the Property.** City and Developer Owner acknowledge and agree that as a part of the Developer Owner's intended development of the Property, Developer Owner intends to and may further subdivide one or more of the lots and outlots created into the Plat using a common interest community plat as defined in Minnesota Statutes Chapter 515B. City and Developer Owner agree that if Developer Owner further subdivides any lot or outlot created in the Plat using a common interest community plat as defined in Minnesota Statutes Chapter 515B, City and Developer Owner agree that the entire portion of the Assessment Amount Section 3.03 above and **Exhibit B** allocate to that lot or outlot will be further allocated among the common interest community units the common interest community plat creates on that lot or outlot based on the relative square foot area of the units created with no portion of the Assessment Amount being allocated to any common elements the common interest community plat creates. From and after the recording of the any such common interest community plat, each unit that the common interest community plat creates shall subject to this Agreement and the waivers set forth in Section 2 only up to the portion of the Assessment Amount allocated to that unit pursuant to this Section 3.03.

## **ARTICLE IV** **DEFAULT**

**Section 4.01 Default.** If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a ten (10) day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

**Section 4.02 Attorneys' Fees, Costs and Expenses.** The Owner agrees that after execution of this Agreement, if Owner challenges the validity of a special assessment for the Public Improvements up to the Assessment Amount (or, following the subdivision of the Property, the portion of the Assessment Amount allocated to the Owner's portion of the Property) in any way, then Owner shall pay the City the amount of the City's assessment up to the Assessment Amount (or, following the subdivision of the Property, the portion of the Assessment Amount allocated to the Owner's portion of the Property) with accrued interest at the Assessment Interest Rate as stated in Section 3.01(f), together with the City's attorneys' fees, costs and expenses to defend the City. The Owner acknowledges and agrees that the Owner would be unjustly enriched if the City's assessment up to the Assessment Amount pursuant to this Agreement was set aside, reduced, repealed or invalidated by a court with jurisdiction over the Property. The Owner agrees that the court with jurisdiction over the Property shall award the City the assessment up to the Assessment

Amount with accrued interest together with the City's attorneys' fees, costs and expenses for breach of the Owner's covenant not to appeal or sue the City pursuant to Article III, Section 3.01(b).

**ARTICLE V**  
**GENERAL PROVISIONS**

**Section 5.01 Notices.** All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to the City:	City of Forest Lake Attn: Community Development Director 1408 Lake Street South Forest Lake, MN 55025
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If to the Owner:	FOREST RD NORTH DEVELOPMENT LLC Attn: Austin Hallberg P.O. Box 277 Wyoming, MN 55092
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**Section 5.02 Non-Assignability.** The City shall not assign any interest in this Agreement or transfer any interest in the same without the prior written consent of the Owner. Accept as provided in Section 5.03, Owner shall not assign any interest in this Agreement or transfer any interest in the same without the prior written consent of the City.

**Section 5.03 Binding Effect.** This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the City and any successor at law to the rights and obligations of the City. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall run with title to the Property shall be binding upon and inure to the benefit of the Owner and the Owner's successors in title to the Property.

**Section 5.04 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 5.05 Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owner.

**Section 5.06 Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 5.07 Entire Agreement.** This Agreement, which includes the recitals which are fully incorporated herein, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**IN WITNESS WHEREOF,** the City and the Owner have caused this Agreement to be executed by their duly authorized representatives.





**EXHIBIT A****Legal Description of Property**

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

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

PID: 20.032.21.13.006

**EXHIBIT B****TOTAL ASSESSMENT AMOUNT: \$626,500****INTEREST RATE: 5%**

<b>TERM: 15 YEARS LOT OR OUTLOT</b>	<b>ALLOCATED SHARE OF ASSESSMENT AMOUNT</b>
Lot 1, Block 1	\$45,516
Lot 1, Block 2	\$46,257
Lot 1, Block 3	\$53,522
Lot 1, Block 4	\$53,522
Lot 1, Block 5	\$28,624
Lot 1, Block 6	\$25,690
Lot 1, Block 7	\$43,229
Lot 1, Block 8	\$41,171
Lot 1, Block 9	\$45,516
Lot 1, Block 10	\$59,780
Lot 1, Block 11	\$45,699
Lot 1, Block 12	\$28,819
Lot 1, Block 13	\$40,347
Lot 1, Block 14	\$15,851
Lot 1, Block 15	\$32,372
Outlot A	\$0.00
Outlot B	\$0.00
Outlot C	\$0.00
Outlot D	\$0.00
Outlot E	\$0.00
Outlot F	\$20,585

**EXHIBIT C****Description Of Public Improvements**

Construction of Forest Road North, approximately 1500 feet in length, adjacent to eastern property line of the Property.

**CITY Draft 3/18/26**

**DEVELOPMENT AGREEMENT**

**FOR**

**FOREST ROAD NORTH GARAGE**

**BY AND BETWEEN**

**THE CITY OF FOREST LAKE**

**AND**

**FOREST RD NORTH DEVELOPMENT LLC**

**THIS DEVELOPMENT AGREEMENT**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Forest Lake, a Minnesota municipal corporation (the “CITY”), and Forest Rd North Development LLC, a limited liability company (the “DEVELOPER”).

**RECITALS:**

**WHEREAS**, The DEVELOPER is the owner of the DEVELOPMENT PROPERTY, as defined below. The DEVELOPER has applied to the CITY (i) to have the DEVELOPMENT PROPERTY zoned as a Planned Unit Development (PUD) Overlay District, and (ii) for preliminary approval and final approval of the FINAL PLAT of FOREST ROAD NORTH GARAGE (the “FINAL PLAT”), which the CITY has approved pursuant to CITY COUNCIL Resolution Numbers \_\_\_\_\_ (collectively “SITE APPROVALS”); and

**WHEREAS**, Pursuant to Section 152.073(E) and 153.087(D)(8) and as a condition of granting the SITE APPROVALS, the CITY requires the DEVELOPER to enter into this DEVELOPMENT AGREEMENT regarding the DEVELOPER IMPROVEMENTS as defined below; and

**WHEREAS**, in conjunction with the granting of the SITE APPROVALS, the CITY requires the installation and/or availability of public utilities, public streets, and other facilities; and the DEVELOPER to construct certain DEVELOPER IMPROVEMENTS as defined herein.

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

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

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

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

**ARTICLE 1**  
**DEFINITIONS**

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

**CITY Draft 3/18/26**

- 1.2. CITY.** “CITY” means the City of Forest Lake, a Minnesota municipal corporation.
- 1.3. CITY ENGINEER.** “CITY ENGINEER” means the City Engineer of the CITY or his , her, or its delegatee.
- 1.4. CITY WARRANTIES.** “CITY WARRANTIES” means all CITY WARRANTIES identified in Article 12 of this DEVELOPMENT AGREEMENT.
- 1.5. COUNCIL.** “COUNCIL” means the Council of the CITY.
- 1.6. COUNTY.** “COUNTY” means Washington County, Minnesota.
- 1.7. DEVELOPER.** “DEVELOPER” means Forest Rd North Development LLC, a Minnesota limited liability company.
- 1.8. DEVELOPER DEFAULT.** “DEVELOPER DEFAULT” means and includes any of the following or any combination thereof:
- a) failure by the DEVELOPER to timely pay the CITY any money required to be paid under this DEVELOPMENT AGREEMENT;
  - b) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY standards and specifications;
  - c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
  - d) breach of the DEVELOPER WARRANTIES.
- 1.9. DEVELOPER IMPROVEMENTS.** “DEVELOPER IMPROVEMENTS” means, individually and collectively, the grading and improvements as depicted in **EXHIBIT C**.
- 1.10. DEVELOPER WARRANTIES.** “DEVELOPER WARRANTIES” means the warranties and representations of the DEVELOPER set forth in Article 10 of this DEVELOPMENT AGREEMENT.
- 1.11. DEVELOPMENT AGREEMENT.** “DEVELOPMENT AGREEMENT” means this instant agreement by and among the CITY and DEVELOPER.
- 1.12. DEVELOPMENT PLANS.** “DEVELOPMENT PLANS” means all those plans, drawings, specifications and surveys as approved by the CITY APPROVALS that are on file with the Community Development Department as part of Case No. PZ25-1390 and PZ25-1391. .

**CITY Draft 3/18/26**

**1.13. DEVELOPMENT PROJECT.** “DEVELOPMENT PROJECT” means a commercial development to be known as Forest Road North Garage that will be constructed on the DEVELOPMENT PROPERTY that is substantially in conformance with the DEVELOPMENT PLANS.

**1.14. DEVELOPMENT PROPERTY.** “DEVELOPMENT PROPERTY” means that real property legally described on **EXHIBIT A**, attached hereto.

**1.15. FINAL PLAT.** “FINAL PLAT” means the FINAL PLAT of FOREST ROAD NORTH GARAGE.

**1.16. FORCE MAJEURE.** “FORCE MAJEURE” means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, global pandemics, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

**1.17. FORMAL NOTICE.** “FORMAL NOTICE” means any notice, other than verbal notices expressly permitted under Section 4.4 and Section 4.5, that this DEVELOPMENT AGREEMENT permits or requires one party to give to the other. FORMAL NOTICES must be in writing and are effective with respect to a party only when delivered to that party (i) in person, (ii) via Fed Ex, UPS, or other recognized next day delivery service, (iii) via email, or (iv) by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

**If to CITY:**

City of Forest Lake  
Attention: City Administrator  
1408 Lake Street South  
Forest Lake, MN 55016

**For Electronic Notice:**

[abbiwittman@ci.forest-lake.mn.us](mailto:abbiwittman@ci.forest-lake.mn.us)  
[ajohnson@eckbergglammers.com](mailto:ajohnson@eckbergglammers.com)

**If to DEVELOPER:**

FOREST RD NORTH DEVELOPMENT  
LLC  
Attn: Austin Hallberg  
P.O. Box 277  
Wyoming, MN 55092

**For Electronic Notice:**

[austinhallberg@hallbergmarine.com](mailto:austinhallberg@hallbergmarine.com)

**CITY Draft 3/18/26**

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. FORMAL NOTICE shall be deemed to have been duly given on the date of received, if delivered to a party in person or via next day delivery services, on the date received in the recipient's email inbox if delivered to a party via email, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

**1.18. LOC.** "LOC" means the letter of credit described on the attached **EXHIBIT F**.

**1.19. OTHER REGULATORY AGENCIES.** "OTHER REGULATORY AGENCIES" means , individually and collectively, the following:

- a) Minnesota Department of Transportation
- b) Washington County
- c) Washington County Highway Department
- d) Rice Creek Watershed District(s)
- e) Minnesota Department of Health
- f) Minnesota Department of Labor and Industry
- g) Minnesota Pollution Control Agency
- h) Metropolitan Council
- i) Minnesota Department of Natural Resources
- j) Minnesota Board of Water and Soil Resources
- k) Environmental Protection Agency
- l) Any other regulatory or governmental agency or entity affected by or having jurisdiction over the DEVELOPER IMPROVEMENTS.

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

**1.21. PHASING PLAN.** "PHASING PLAN" means the five (5) planned phases provided by the DEVELOPER to construct the DEVELOPMENT IMPROVEMENTS in accordance with **EXHIBIT D**.

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**1.22. SITE APPROVALS.** “SITE APPROVALS” has the meaning given to that term if the Recitals set forth above.

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

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

**ARTICLE 2**  
**APPROVAL OF DEVELOPMENT PLANS**

**2.1. APPROVAL OF DEVELOPMENT PLANS.** Subject to the terms and conditions of this Agreement, the recitals above, and all other applicable CITY Code provisions, the CITY hereby approves the DEVELOPMENT PLANS.

**2.2. OTHER APPROVALS.** The DEVELOPER shall obtain all approvals, permits, easements and licenses which the CITY, the Other Regulatory Agencies, the Utility Companies, adjoining property owners or Prior Easement Holders are legally entitled to require of the DEVELOPER as a result of the DEVELOPMENT PROJECT including, without limitation, the approvals expressly described on the attached **EXHIBIT E**. If and to the extent the DEVELOPER is legally obligated or elects to make changes to the DEVELOPMENT PLANS to secure such approvals, those changes may not be made until the CITY ENGINEER reviews and approves the changes and those changes, if approved by the CITY ENGINEER are, if so approved, incorporated into and a part of the DEVELOPMENT PLANS.

The DEVELOPER shall pay all due diligence, analysis and costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the DEVELOPER to obtain or comply with conditions of such approvals, permits and licenses. The DEVELOPER shall defend and hold the CITY harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies, adjoining property owners and the Prior Easement Holders resulting from such failures of the DEVELOPER.

**2.3 RECORDING.** The DEVELOPER shall record this DEVELOPMENT AGREEMENT in the office of the Washington County Recorder within thirty days after the CITY’s execution and acknowledgment of this DEVELOPMENT AGREEMENT and delivery of the executed DEVELOPMENT AGREEMENT to the DEVELOPER..

**ARTICLE 3**  
**DEVELOPER OBLIGATIONS**

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**4.1. DEVELOPER IMPROVEMENTS.** DEVELOPER shall construct and install, at its own cost, all DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS, the CITY Code, the conditions, if any, the CITY COUNCIL has set forth in the SITE APPROVALS, and industry standards for making public improvements. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS.

**4.2. EASEMENTS AND HOURS OF CONSTRUCTION ACTIVITIES.**

- a) The DEVELOPER agrees to dedicate to the CITY the easements shown on the FINAL PLAT and any additional easements that the CITY requires as a condition of the SITE APPROVALS.
- b) Grading, excavation, building construction, utility construction and general construction activities are limited to Monday through Friday between the hours 7:00 AM and 7:00 PM, Saturdays 9:00 AM to 5:00 PM, Sundays and Holidays not allowed unless for emergency purposes or with COUNCIL approval.

**4.3. DEVELOPMENT PROJECT MAINTENANCE, RESTORATION, ACCESS AND REPAIR DURING CONSTRUCTION.** The DEVELOPER shall clear, on a daily basis during construction, any soil, earth or debris from the streets and wetlands within or adjacent to the FINAL PLAT resulting from the grading or building on the land within the FINAL PLAT by the DEVELOPER or its agents, and shall restore to the CITY's specifications any gravel base contaminated by mixing construction or excavation debris, or earth in it, and repair to the CITY's specifications any damage to bituminous surfacing resulting from the use of construction equipment. Furthermore, the DEVELOPER shall maintain reasonable access to any occupied buildings within the FINAL PLAT, including necessary street maintenance such as grading, graveling, and patching. If DEVELOPER fails to perform any of the DEVELOPER'S obligations under this Section, the CITY shall provide DEVELOPER with FORMAL NOTICE or verbal notice of the default, and if DEVELOPER does not cure the default to the CITY'S reasonable satisfaction within 24 hours from the notice, excluding repair or restoration work which shall be completed within 15 days, the CITY will have appropriate equipment dispatched to the site and all costs associated with the work will be billed to the DEVELOPER. In the event the DEVELOPER fails to timely pay costs related to CITY work, the CITY shall withdraw the funds from any cash escrow.

**4.4. STREET SWEEPING.** The DEVELOPER is responsible for the removal of all construction debris and earth materials within the public right-of-way resulting from DEVELOPER's construction activities at the DEVELOPMENT PROPERTY. The CITY will inspect the public roadways serving the DEVELOPMENT PROPERTY to ensure the DEVELOPER is keeping those roadway surfaces clean. If the CITY finds that any portion of those public roadway surfaces are in an unacceptable condition as a result of DEVELOPER's construction activities at the DEVELOPMENT PROPERTY, the CITY shall provide DEVELOPER with FORMAL NOTICE or verbal notice to clean roadway surfaces. If work is not completed to CITY'S reasonable satisfaction within 24 hours from the notice, the CITY will have appropriate equipment dispatched to the site. In the event of an emergency situation, the CITY reserves the right, in its sole discretion, to clean up the site immediately. All costs associated with the clean-up effort will be billed to DEVELOPER. In the

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event the DEVELOPER fails to timely pay costs related to CITY clean up, the CITY shall withdraw the funds from any cash escrow.

**4.5. STORMWATER MANAGEMENT PLAN AND EROSION CONTROL.** The DEVELOPER shall fully comply with the stormwater management plans, erosion control plans, and pond maintenance requirements set forth in the DEVELOPMENT PLANS. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the DEVELOPMENT PROJECT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and all DEVELOPER IMPROVEMENTS are completed. As a portion of the erosion control plan, the DEVELOPER shall repair any disturbed areas in accordance with the DEVELOPMENT PLANS. After the site is rough graded, the DEVELOPER must provide erosion control devices that are reasonably required by the CITY and consistent with the DEVELOPMENT PLANS. The parties recognize that time is of the essence in controlling erosion. If the DEVELOPER does not provide erosion control as required by the DEVELOPMENT PLANS, the CITY shall provide DEVELOPER with FORMAL NOTICE to complete work. If work is not completed to CITY'S satisfaction within 24 hours from the notice, the CITY will have appropriate equipment dispatched to the site and all costs associated with the clean-up effort will be billed to the DEVELOPER. In the event the DEVELOPER fails to timely pay costs related to CITY clean up, the CITY shall withdraw the costs from any cash escrow or the LOC.

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

**4.6. PROHIBITION ON TRANSFER OF RESPONSIBILITY.** The DEVELOPER may not, without the CITY's written consent, which the CITY may grant or withhold in its sole and absolute discretion, transfer or assign its responsibility to perform the requirements of Article 4 to any lot purchaser or builder within the FINAL PLAT.

**4.7. MISCELLANEOUS REQUIREMENTS.** The DEVELOPER must comply with the Phasing Plan on **EXHIBIT D**.

**ARTICLE 5**  
**PARK CONTRIBUTION REQUIREMENTS**

**5.1. PARK DEDICATION.**

- a. **BASIS.** Pursuant to Minnesota Statute and related caselaw, the CITY must make an individualized analysis when determining the appropriate amount of park dedication.

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In this case, CITY Staff has completed an individualized analysis and determined a park land dedication amount of \$148,330 is necessary based on the CITY Code §§ 152.090 – 152.094, the findings above from the CITY’s Master Parks Plan, assertions from the daytime influx into the community, and that there is growing demand from non-residential uses to locate in areas with high quality amenities that can help encourage employees to live active lifestyles.

- b. **CALCULATION.** \$7,000 x 21.19 acres = \$148,330.

**ARTICLE 9**  
**RESPONSIBILITY FOR COSTS**

**9.1. DEVELOPER IMPROVEMENT COSTS.** The DEVELOPER shall pay for the DEVELOPER IMPROVEMENTS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the CITY shall have approved the contract or subcontract.

**9.2. MISCELLANEOUS AND AREA CHARGES.** The CITY imposes Area Charges for sanitary sewer, water and storm sewer impacts to all new developments pursuant to CITY Code Chapter 152.073 and Chapter 35.03. Such Area Charges are identified on **EXHIBIT F**.

**9.3. PUBLIC STREET IMPROVEMENT COSTS.** The DEVELOPER is required to construct Forest Road North, approximately 1500 feet in length, adjacent to eastern property line.as a condition of this AGREEMENT, the SITE APPROVALS, CITY Code § 152.073 and the CITY’s Assessment Policy resulting from DEVELOPER’S DEVELOPMENT PROJECT. The DEVELOPER has requested and the CITY COUNCIL has agreed that, in lieu of the certain road improvements, the CITY and the DEVELOPER will, contemporaneously with the execution of this DEVELOPMENT AGREEMENT and as a condition of the SITE APPROVALS, execute a Development Fee Assessment Agreement in the form attached as **EXHIBIT B**.

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

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

**ARTICLE 10**  
**DEVELOPER WARRANTIES**

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

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- a) **AUTHORITY.** DEVELOPER is the fee title owner of the DEVELOPMENT PROPERTY and has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of DEVELOPER to enter into and perform its obligations under this DEVELOPMENT AGREEMENT.
- b) **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT AGREEMENT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT AGREEMENT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT AGREEMENT.
- c) **PRESENT COMPLIANCE WITH LAWS.** To the DEVELOPER's knowledge, the DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- d) **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the FINAL PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- e) **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER or the FINAL PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- f) **FULL DISCLOSURE.** None of the representatives and warranties made by DEVELOPER or made in any Exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf intentionally contains or will intentionally contain any untrue statement of material fact or intentionally omit any material fact the omission of which would be misleading. Any unintentional untrue statements or omissions shall be corrected or cured within thirty (30) days after the DEVELOPER receives FORMAL NOTICE or obtains knowledge of such error, unless an extension is granted by the CITY.

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- g) **FINAL PLAT COMPLIANCE.** To the best of the DEVELOPER'S actual knowledge, the FINAL PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances and environmental regulations.
- h) **WARRANTY ON PROPER WORK AND MATERIALS.** The DEVELOPER warrants all of the DEVELOPER IMPROVEMENTS against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY, however, the warranty period for the final wear course of any public street described in the DEVELOPMENT PLANS and landscaping shall be a one-year warranty period. For avoidance of doubt, DEVELOPER is not obligated to warranty any public streets the CITY constructs pursuant to the Development Fee Assessment Agreement attached as **EXHIBIT B**.

If the CITY gives the DEVELOPER FORMAL NOTICE of a breach of the warranty set forth in Section 10.1(h) prior to the expiration of the applicable warranty period set forth in Section 10.1(h), the DEVELOPER shall cure the breach with thirty (30) days after DEVELOPER'S receipt of such FORMAL NOTICE; provided, however, if (i) DEVELOPER cannot, through the use of commercially reasonable efforts, cure the breach within thirty (30) days after DEVELOPER's receipt of FORMAL NOTICE, (ii) the DEVELOPER commences the cure of the breach within said thirty (30) day period, and (iii) thereafter the DEVELOPER continues to use commercially reasonable efforts to cure the breach, the cure period shall be extended for a reasonable time, not to exceed one hundred eighty (180) days.

- 1) **PROCESS TO BEGIN WARRANTY PERIOD.** Upon DEVELOPER written request for final close-out, the CITY shall conduct a final inspection and review of the DEVELOPER IMPROVEMENTS, review with the watershed if applicable and circulate a signoff sheet for all applicable CITY Department Heads. Once signed by Department Heads, the signoff will go to the COUNCIL for approval. Warranty period shall commence on the date of COUNCIL approval.

**ARTICLE 11**

[INTENTIONALLY BLANK]

**ARTICLE 12**  
**CITY WARRANTIES**

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

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

**ARTICLE 13**  
**INDEMNIFICATION OF CITY**

**13.1. INDEMNIFICATION OF CITY.** Provided the CITY is not in DEFAULT under the DEVELOPMENT AGREEMENT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies. including interest, penalties and attorneys' fees, that the CITY incurs, (collectively, "CLAIMS") to the extent the CLAIMS arise out of, result from or relate to:

- a) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b) failure of the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS and the CITY ordinances, standards and specifications;
- c) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT AGREEMENT;
- d) any damages in the ordinary course or due to negligence, excluding tort claims, caused by the CITY in performing obligations of the DEVELOPER that the DEVELOPER has failed to perform;
- e) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- f) failure by the DEVELOPER to pay for materials;
- g) approval by the CITY of the FINAL PLAT;
- h) approval by the CITY of the DEVELOPMENT PLANS;
- i) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- j) construction of the DEVELOPER IMPROVEMENTS;

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- k) delays in construction of the DEVELOPER IMPROVEMENTS;
- l) payment by DEVELOPER for any required costs or assessments;
- m) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

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

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

**ARTICLE 14**  
**CITY REMEDIES UPON DEVELOPER DEFAULT**

**14.1. CITY REMEDIES.** If a DEVELOPER DEFAULT occurs that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT; provided that if the DEVELOPER DEFAULT requires construction activities that cannot be completed within thirty (30) days, the DEVELOPER and CITY agree to extend the cure period for a reasonable time to allow DEVELOPER to cure the DEVELOPER DEFAULT, not to exceed one hundred eighty (180) days. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT as set forth above, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

- a) the CITY may specifically enforce this DEVELOPMENT AGREEMENT;
- b) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c) the CITY may draw on the LOC in accordance with Section 15.1(c);

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- d) the CITY may apply the cash deposit in accordance with Section 15;
- e) the CITY may suspend or deny building and occupancy permits for buildings within the FINAL PLAT;
- f) the CITY may issue an administrative citation without first issuing a compliance letter pursuant to the procedure listed in CITY Code § 36.02 for any DEVELOPER DEFAULT continuing after the 30 day FORMAL NOTICE to cure.
- g) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

**14.2. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event any agreement contained in this DEVELOPMENT AGREEMENT is breached by the DEVELOPER and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

**14.3. NO REMEDY EXCLUSIVE.** No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

**14.4. EMERGENCY.** Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a right to cure the DEVELOPER DEFAULT, in the event of an emergency as determined by the CITY ENGINEER or CITY PUBLIC WORKS DIRECTOR, resulting from the DEVELOPER DEFAULT, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the right to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs

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and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the FINAL PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

**CITY:** Dave Adams 651.755.1207

**DEVELOPER:** Austin Hallberg 612-751-4428

DEVELOPER shall provide CITY with contact information for Project Manager who will be available 24 hours a day 7 days a week until the project is completed. In the event the Project Manager changes during the development, DEVELOPER shall provide CITY with updated contact information.

**ARTICLE 15**  
**FINANCIAL OBLIGATIONS**

**15.1. DEVELOPER'S LETTER OF CREDIT AMOUNT.** Concurrent with the execution of this Agreement, the DEVELOPER shall deposit with the CITY an irrevocable Letter of Credit ("LOC") for the amount required in **EXHIBIT F**, which shall not be less than 125% of the total value of the DEVELOPER IMPROVEMENTS pursuant to CITY Code and the CITY Fee Schedule. The total DEVELOPER IMPROVEMENTS cost estimates for the LOC shall be approved by the CITY ENGINEER.

- a) LOC Term. The irrevocable LOC shall be valid until completion of the warranty periods described in Article 10(h). The irrevocable LOC must state that at least 60 days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period.
- b) Use of LOC. The CITY may draw down on the irrevocable LOC as, and only as, follows:
  - 1) If the DEVELOPER does not, on or before the date that is thirty (30) days prior to the expiration of the term of the LOC, as the same may be extended from time to time, provide the CITY with a replacement letter of credit that satisfies the requirements of this Article 15, the CITY may draw on the LOC for the full amount of the LOC in which case the proceeds of the LOC shall become a cash escrow which the CITY may draw from as provided in Sections 15.1(c)(2)-(4) below;
  - 2) To cure a DEVELOPER DEFAULT as defined in Section 1.8, pursuant to the procedure in Section 14.1(g);

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- 3) To complete any work deemed necessary, in the CITY's reasonable discretion to stabilize the DEVELOPMENT PROPERTY in the event of the DEVELOPER abandoning the DEVELOPMENT PROJECT as determined by the CITY.

**15.2. LOC RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS.** The CITY will agree to a reduction in the amount of the LOC (or will accept a replacement LOC in a reduced amount) pursuant to the following steps:

1. The DEVELOPER certifies to the CITY that the DEVELOPER has completed a portion of the DEVELOPER IMPROVEMENTS, certifies to the CITY the costs the DEVELOPER incurred to complete that portion of the DEVELOPER IMPROVEMENTS, and provides the CITY with written documentation evidencing the DEVELOPER's full payment for the costs of that portion of the DEVELOPMENT WORK;
2. The CITY ENGINEER confirms that the DEVELOPER has completed the referenced portion of the DEVELOPER IMPROVEMENTS in accordance with this DEVELOPMENT AGREEMENT (provided that if the CITY ENGINEER determines that DEVELOPER has not completed the referenced portion of the DEVELOPER IMPROVEMENTS in accordance with this DEVELOPMENT AGREEMENT, the CITY ENGINEER shall promptly provide the DEVELOPER with a written description of all alleged deficiencies in the DEVELOPER's completion of those DEVELOPMENT IMPROVEMENTS);
3. The CITY ENGINEER reasonably estimates the cost of completing the remainder of the DEVELOPER IMPROVEMENTS; and
4. The CITY COUNCIL shall approve a reduction in the amount of the LOC to an amount equal to 125% the amount determined by the CITY ENGINEER pursuant to Section 15.2(3) (or will approve acceptance of a replacement LOC in that amount), however in no event shall the amount of the LOC be reduced below 25% of the total initial LOC amount until all DEVELOPER IMPROVEMENTS have been accepted by the CITY and the warranty period required by Article 10 is complete.

If the CITY ENGINEER confirms that the DEVELOPER has not completed the referenced portion of the DEVELOPER IMPROVEMENTS in accordance with this DEVELOPMENT AGREEMENT, the CITY is not obligated to agree to a reduction in the amount of the LOC (or will accept a replacement LOC in a reduced amount) until the DEVELOPER completes the referenced portion of the DEVELOPER IMPROVEMENTS in accordance with this DEVELOPMENT AGREEMENT. If the DEVELOPER completed and concealed DEVELOPER IMPROVEMENTS without permitting the CITY to inspect those DEVELOPER IMPROVEMENTS, CITY may require the concealed condition to be exposed for inspection purposes.

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**15.3. DEVELOPER'S CASH FEES REQUIREMENT.** At the time that the DEVELOPMENT AGREEMENT is approved, DEVELOPER shall pay the CITY for the fees set forth on **EXHIBIT F**.

**15.4. CASH ESCROW REQUIREMENT.** The DEVELOPER shall reimburse the CITY for all inspection costs relating to the DEVELOPER IMPROVEMENTS and all engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this AGREEMENT, including as permitted in Section 15.1(b). Therefore, contemporaneously herewith, the DEVELOPER shall deposit with the CITY a cash deposit for the amount of **\$30,000** as described in **EXHIBIT F** to cover CITY expenses related to the project including but not limited to planning, engineering, legal and administrative services, soil testing and inspection services. The CITY shall use the cash deposit proceeds to reimburse the CITY for its costs and shall provide DEVELOPER with written itemization of said reimbursements. Upon completion of the project, the remaining proceeds shall be returned to DEVELOPER.

**ARTICLE 16**  
**MISCELLANEOUS**

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

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

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

**16.4. RELEASES.** The CITY shall provide to DEVELOPER, upon written request therefore, a recordable release releasing a unit in the common interest community the DEVELOPER will be establishing on the property subject to the FINAL PLAT from this DEVELOPMENT AGREEMENT at any time after the CITY has issued a certificate of occupancy for that unit and for the building in which the unit is located.

**16.5. BINDING AGREEMENT.** The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT AGREEMENT shall run with the land in the DEVELOPMENT PROJECT and shall be binding upon the successors and assigns of the DEVELOPER.

**16.6. CONTRACT ASSIGNMENT.** The DEVELOPER may not assign this DEVELOPMENT AGREEMENT without the prior written consent of the COUNCIL, which approval will not be unreasonably withheld. In such case, the third-party assignee will be required to accept and assume all contractual and financial responsibilities provided in this DEVELOPMENT AGREEMENT. Upon satisfaction of such requirements by such third-party assignee, the

**CITY Draft 3/18/26**

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

**16.7. AMENDMENT AND WAIVER.** The parties hereto may by mutual written agreement amend this DEVELOPMENT AGREEMENT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT AGREEMENT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT AGREEMENT, waive compliance by another with any of the covenants contained in this DEVELOPMENT AGREEMENT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT AGREEMENT. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT AGREEMENT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

**16.9. COUNTERPARTS.** This DEVELOPMENT AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

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

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

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

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





**EXHIBIT A**  
**DEVELOPMENT PROPERTY LEGAL DESCRIPTION**

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

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

Washington County, Minnesota

PID: 20.032.21.13.006

**EXHIBIT B**

Development Fee Assessment Agreement



**EXHIBIT D**  
**PHASING PLAN**

**NARRATIVE DESCRIPTION OF PHASING PLAN**

DEVELOPER will make the DEVELOPMENT IMPROVEMENTS and construct the buildings, drive lanes, parking areas, and other private improvements in up to five(5) phases (each a “PHASE”) as follows:

- COMMERCIAL/STORAGE PHASE I – Lot 1, Block 1 and Outlot A and Lot 1, Block 2; Lot 1, Block 3; Lot 1, Block 4; and Outlot B.
- COMMERCIAL PHASE II – Lot 1, Block 9 and Outlot C.
- STORAGE PHASE II – Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; and Outlot D.
- STORAGE PHASE III – Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15, and Outlot E.
- OUTLOT F PHASE.

The five PHASES are depicted below. DEVELOPER will develop the three (3) Storage Phases from North to South in the order set forth above and will develop the two (2) Commercial Phases from North to South in the order set forth above, but DEVELOPER may (a) develop COMMERCIAL PHASE II in conjunction with or at any time after the development of COMMERCIAL/STORAGE PHASE I and without regarding to the status of the development of other Phases, (2) may develop STORAGE PHASE II at any time after the development of COMMERCIAL/STORAGE PHASE I without respect to the status of development of other PHASES, (3) may develop STORAGE PHASE III at any time after the development of COMMERCIAL/STORAGE PHASE I and the development of STORAGE PHASE II without respect to the status of development of other PHASES, and (4) may develop the OUTLOT F PHASE at any time after the development of COMMERCIAL/STORAGE PHASE I without regarding to the status of the development of other PHASES.

Except as otherwise set forth on this **Exhibit D**, DEVELOPER will substantially complete all of the DEVELOPMENT IMPROVEMENTS, buildings, and drive lanes in Storage Phase I, before DEVELOPER commences work in STORAGE PHASE II and DEVELOPER will substantially complete all of the DEVELOPMENT IMPROVEMENTS, buildings, and drive lanes in STORAGE PHASE II, before DEVELOPER commences work in STORAGE PHASE III.

Prior to the development of each PHASE, the DEVELOPER will:

1. Apply to the City for a Land Alteration Permit for that PHASE.

2. Apply to the City for Building Permits for all drive lanes, parking areas, and other private improvements in that PHASE, other than the buildings.
3. Apply to the City for Building Permits for the building or buildings that DEVELOPER intends to construct contemporaneously with the initial work described in paragraph 2.
4. Submit to the City for the City's review and approval (a) a draft CIC Declaration or draft Supplemental CIC Declaration, as applicable, and (b) a draft CIC Plat or Supplemental CIC Plat, as applicable, for each building the DEVELOPER intends to construct contemporaneously with the initial work described in paragraph 2.
5. A draft amendment to the City of Forest Lake Development Fee Assessment Agreement between the City and the DEVELOPER as contemplated by Section 3.04 of that Agreement.

DEVELOPER will complete the following DEVELOPMENT IMPROVEMENTS per the DEVELOPMENT PLANS as a part of COMMERCIAL/STORAGE PHASE I:

- Complete the public water line extension
- Install public storm culvert at Property approach access
- Asphalt cut and patch at property approach access
- Complete the drainage pond that is located partially on Outlot B and partially on Outlot D.

DEVELOPER will complete the following DEVELOPMENT IMPROVEMENTS for each PHASE on a PHASE-by-PHASE basis per the DEVELOPMENT PLANS:

- Construct public sewer lateral extensions from manholes extended through ROW to the Phase
- Install new MCES manhole as needed per connection outside of the ROW
- Construct public water lateral extensions from mainline extended through the ROW to the Phase
- Swale grading and installation of drain tile for that PHASE per the DEVELOPMENT PLANS
- Seeding all areas mass graded or otherwise disturbed in connection with the development of the PHASE and not otherwise improved.
- Stormwater ponding located on that PHASE.

DEVELOPER will utilize Minnesota Statutes Sections 515B.2-101, 515B.2-105, and 515B.2-111 to subject the Lots, Blocks, and Outlots in the Commercial PHASES and the Storage PHASES (and potentially OUTLOT F PHASE), to a condominium declaration pursuant to Minnesota Statutes Chapter 515B. DEVELOPER may record a separate CIC Plat or Supplemental CIC Plat for each Lot for the purposes of subdividing the building constructed on the Lot into individual CIC units subject to the following:

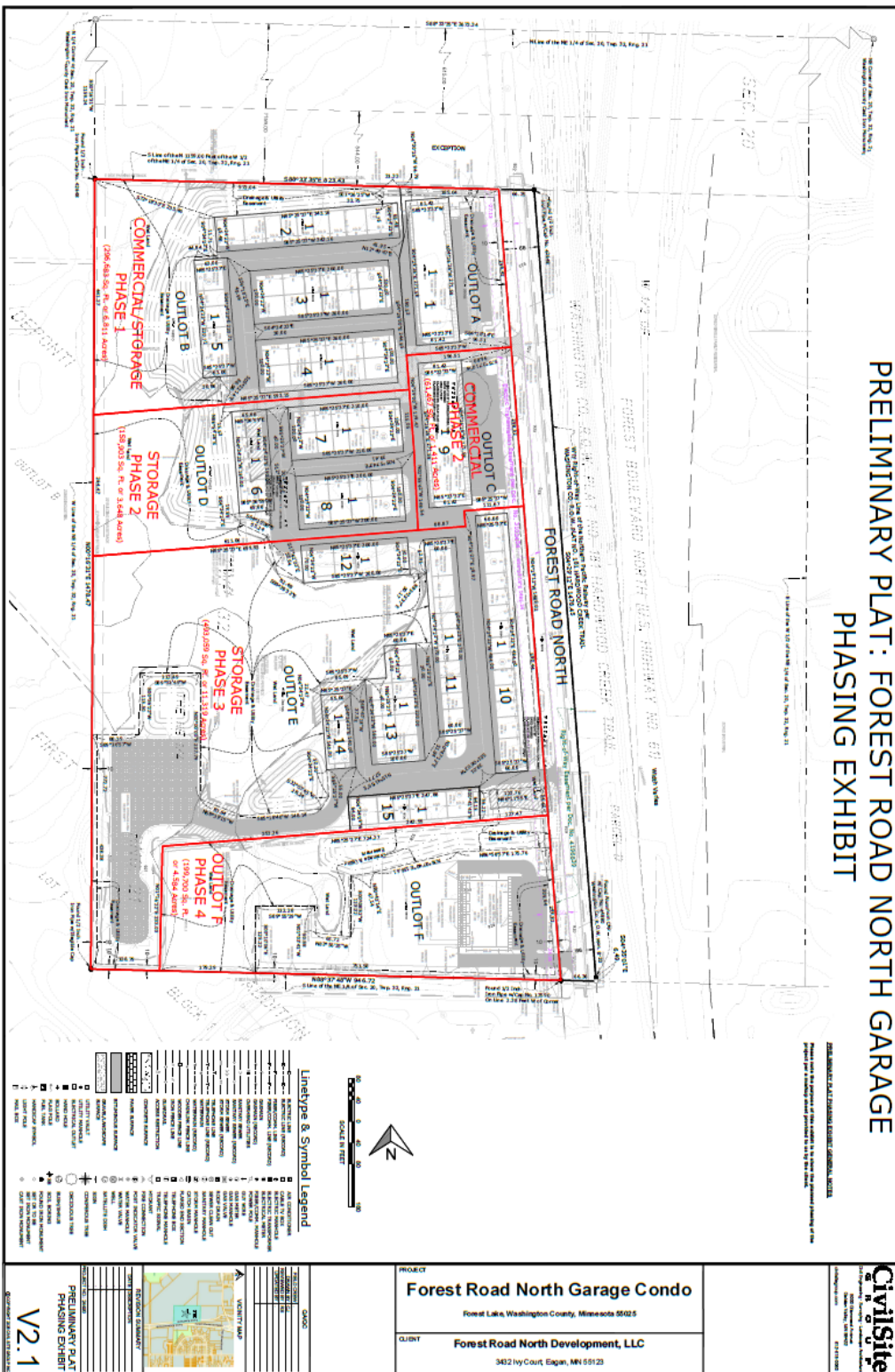
1. The maximum number of individual CIC storage units that DEVELOPER may

create on Storage PHASE I, Storage PHASE II, and Storage PHASE III, combined, is 150 units;

2. The minimum number of individual CIC storage units that DEVELOPER may create on each of Storage PHASE I, Storage PHASE II, and Storage PHASE III is 20 units on Storage PHASE I, 20 units on Storage PHASE II, and 20 units on Storage PHASE III.
3. The maximum number of flex office/industrial storage units that DEVELOPER may create in Commercial/Storage PHASE I and Commercial PHASE II, combined, is 20 units.
4. DEVELOPER may apply for building permits for individual buildings within a PHASE and may submit the CIC documents applicable to for individual buildings within a PHASE, at different times.
5. DEVELOPER will grade each PHASE and complete required drive lanes, parking areas, and other private improvements in that PHASE, other than the buildings in connection with DEVELOPER's construction of the first building or buildings in that PHASE.

If and to the extent the DEVELOPER does not obtain building permits for and build all buildings within a PHASE contemporaneously with the development of the first building in that PHASE, then in connection with the development of subsequent buildings in that PHASE, DEVELOPER will: (a) apply to the City for Building Permits for the building(s), and (b) submit to the City for the City's review and approval (a) a draft CIC Declaration or draft Supplemental CIC Declaration, as applicable, (b) a draft CIC Plat or Supplemental CIC Plat, as applicable, for those buildings, and (c) a draft amendment to the City of Forest Lake Development Fee Assessment Agreement between the City and the DEVELOPER as contemplated by Section 3.04 of that Agreement corresponding to the subdivision resulting from the submitted CIC Plat or Supplemental CIC Plat.

# Phasing Diagram



**EXHIBIT E**  
**PERMITS, LICENSES AND OTHER APPROVALS**

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

**EXHIBIT F**  
**DEVELOPER'S CASH REQUIREMENTS AND**  
**INDIRECT COST CASH ESCROW**

Collected upon DEVELOPMENT AGREEMENT Execution:

Required Letter of Credit:           \$ 400,000

Required Cash Escrow:               \$30,000

**TOTAL DEVELOPMENT FEES:**

	<b>Per Acre Cost</b>	<b>Acres</b>	<b>Total</b>
<b>Water System Area Charge</b>	\$5,000.00	21.19 Acres	\$105,950.00
<b>SAC</b>	\$4,000.00	21.19 Acres	\$84,760.00
<b>STAC</b>	\$4,500.00	21.19 Acres	\$95,355.00
<b>Seal Coat</b>	\$0.35	37,093 Square Feet	\$12,982.55
<b>Parkland Dedication</b>	\$7,000	21.19 Acres	\$148,330.00
			<b>\$447,377.55</b>

**DEVELOPMENT FEES COLLECTED WITH COMMERCIAL/STORAGE PHASE I:**

**\$111,844.38**

**DEVELOPMENT FEES COLLECTED WITH EARLIER OF COMMERCIAL OR STORAGE PHASE II:**

**\$111,844.38**

**DEVELOPMENT FEES COLLECTED WITH STORAGE PHASE III:**

**\$111,844.38**

**DEVELOPMENT FEES COLLECTED WITH OUTLOT F PHASE:**

**\$111,844.41**

Collected upon Building Permit Release

	<b>Per Unit Cost</b>
<b>Met Council SAC Fee</b>	\$2,485 or as set by Met Council
<b>CITY WAC (Connection) Fee</b>	\$4,500
<b>CITY Core SAC (Connection) Fee</b>	\$3,800
<b>CITY Stormwater Connection Fee</b>	\$3,600

CITY Sewer Core Fee and CITY STAC Fee units are determined in accordance with Metropolitan Council SAC Fee unit determination at a 1:1 ratio. The term “Unit” as used in the phrase “Per Unit Cost” is not intended to reference a CIC unit.

# STAFF REPORT



**MEETING DATE:** March 23, 2026

**TO:** Mayor Blake Roberts and City Council Members

**STAFF ORIGINATOR:** Elle Larkin, Director of Finance

**AGENDA ITEM:** Creation of Fund 322 – Public Works Facility Debt Service Fund

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## **INTRODUCTION:**

As planning progresses for the development of the new Public Works Facility, staff is recommending the establishment of a dedicated Debt Service Fund (Fund 322) to properly track project-related costs and ensure clear financial reporting. Creating a separate fund will allow the City to more effectively account for expenditures associated with the project and position the City for future bond issuance to support the facility.

## **ANALYSIS:**

### **Project Spending to Date & Estimated 2026 Costs**

To date, project planning and preliminary work associated with the Public Works Facility has been funded through Fund 211.

- 2025 Actual Expenditures: \$333,714 charged to Fund 211
- Estimated 2026 Additional Costs: \$500,000
- Total Pre-Bonding Exposure: Approximately \$833,714

These costs represent planning, preliminary engineering, design, and other preparatory work necessary to move the project forward in advance of bond issuance.

### **Accounting & Fund Structure Plan**

To ensure transparency and proper accounting for project-related expenditures, staff proposes establishing Fund 322 – Public Works Facility Debt Service Fund.

Under this structure:

- All costs associated with the Public Works Facility will be tracked within Fund 322 going forward.
- The fund will temporarily operate in a deficit position until bonds are issued to finance the project.
- Once bonding occurs, the City will reimburse the Debt Service Fund for pre-bonding expenditures, including those incurred in 2025 and 2026.

This approach allows the City to clearly separate project costs from other capital activity and maintain an accurate record of expenditures that will ultimately be financed through the bond proceeds.

### **Risk Mitigation & Contingency Plan**

Staff has also evaluated the financial risk associated with advancing project costs prior to bond issuance.

If the City ultimately does not move forward with bonding, the following contingencies are available:

- The Water Fund and Sewer Fund could support the outstanding balance associated with the project.
- The City currently maintains sufficient invested cash reserves to cover costs incurred prior to bonding.

These safeguards ensure the City maintains the financial capacity to manage project expenditures even if project financing plans change.

### **RECOMMENDATION:**

Staff recommends that the City Council approve the creation of Fund 322 – Public Works Facility Debt Service Fund to track expenditures associated with the development of the new Public Works Facility.

Staff further recommends that the Council authorize the Finance Department to transfer all Public Works Facility-related expenses currently recorded in Fund 211 to Fund 322 to ensure all project costs are consolidated and properly tracked.

Establishing this fund will improve financial transparency, allow for accurate tracking of pre-bonding expenditures, and position the City to reimburse these costs upon issuance of bonds to finance the project.

# STAFF REPORT



**MEETING DATE:** March 23, 2026

**TO:** Mayor Blake Roberts and City Council Members

**STAFF ORIGINATOR:** Dave Adams, Public Works Director  
Elle Larkin, Finance Director

**AGENDA ITEM:** Fund 211 Recommendation and Next Steps

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## **INTRODUCTION:**

Maintaining an adequate fund balance is an important component of the City's long-term financial stability. A sufficient reserve provides flexibility to address unexpected expenses, manage fluctuations in project timing, and support responsible capital planning. As part of ongoing financial monitoring, staff has reviewed the projected ending fund balance for Fund 211 and evaluated options to ensure the fund remains financially sustainable.

## **ANALYSIS:**

Current projections show the 2026 ending fund balance for Fund 211 at \$346,803, which is below the staff-recommended minimum fund balance of \$500,000. Maintaining this minimum balance helps ensure the City has sufficient reserves to manage project timing, unforeseen costs, and other financial pressures within the fund.

In order to reach the staff-recommended minimum balance, adjustments to the timing of planned projects may be necessary. Staff reviewed upcoming expenditures and identified the Forest Road design work as a project that could be shifted without impacting the overall construction schedule.

If the design work for Forest Road is delayed from 2026 to 2027, the City would still be able to proceed with construction in 2028 as originally anticipated. By shifting the design work to 2027, the projected 2026 ending fund balance would increase to \$546,803, which exceeds the recommended minimum balance.

## **RECOMMENDATION:**

Staff recommends that the City Council support maintaining a minimum fund balance of \$500,000 for Fund 211 to preserve financial stability and flexibility within the fund.

To achieve this target, staff recommends delaying the Forest Road design work to 2027, which would allow the fund balance to reach approximately \$546,803 at the end of 2026 while maintaining the planned 2028 construction timeline for the project.

**ATTACHMENTS:**

- Fund 211 Project List

# Property Projects

Current Ending Fund Balance: \$346,803

Goal Ending Fund Balance: \$500,000

Project	Cost	Project Year	Notes
Eureka Avenue	\$225,000	2026/2027 Construction	Option to remove \$225,000 worth of lighting
North Shore Drive*	\$400,000	2029 Construction	Design work
CSAH 32*	\$130,000	2028 Construction	Design work
Forest Road	\$200,000	2028 Construction	Design work
Hidden Creek Development	\$179,244	2026 Payment	The City portion of payment
Airport Grants	\$191,000	2026 Construction	Local Matches for Airport Grants
Fenway Rehab*	\$85,000	2027 Construction	Design work
Local Road Design 2027	\$85,000	2027 Construction	Design work
Traffic Counts	\$22,000	2026 Activity	Required by Law
Hwy 8*	\$25,000	2026 Design Work	Design work
<b>TOTAL</b>	<b>\$1,542,244</b>		

\*These expenses will be reimbursed in the project year – Cash flow total \$640,000

# STAFF REPORT



**MEETING DATE:** March 23<sup>rd</sup>, 2026  
**TO:** Mayor Blake Roberts and City Council Members  
**STAFF ORIGINATOR:** Elle Larkin, Director of Finance  
**AGENDA ITEM:** Penny for You Thoughts

---

## **INTRODUCTION:**

Staff has observed an increasing difficulty in obtaining pennies through our financial institutions. As circulation of pennies continues to decline and banking partners limit coin availability, the City is experiencing operational challenges in providing exact change for in-person cash transactions.

While the overall number of cash transactions has declined over time, we continue to accept cash payments for utilities, permits, licenses, and other City services. The shortage of pennies presents a need for policy direction to ensure consistent, fair, and administratively efficient handling of transactions requiring small amounts of change.

Staff has identified two potential approaches for Council consideration.

## **ANALYSIS:**

### **Option 1: “No-Change” Policy with Utility Billing Credit Option**

Under this approach, the City would no longer provide coin change for transactions. Customers would be encouraged to provide exact payment or utilize non-cash payment methods. However, when a transaction involves a utility billing customer and change is required, staff would apply the difference as a credit to the customer’s Utility Billing (UB) account rather than issuing coin.

This combined approach allows the City to reduce physical coin handling while still ensuring customers—particularly utility customers—receive full value.

#### Pros

- Significantly simplifies cash-handling processes for staff
- Reduces time spent reconciling small cash differences
- Minimizes dependency on coin supply from financial institutions
- Maintains equity for utility customers through account credits
- Keeps credited amounts auditable within the billing system
- Aligns with broader trends toward electronic and exact-payment transactions

Cons

- May frustrate customers who expect immediate cash change
- Not all customers may prefer or fully understand account credits
- Requires clear written policy and staff training to ensure consistent application
- Requires proactive communication and signage to avoid confusion

**Option 2: Implement a Rounding Policy**

Similar to many retail establishments, transactions would be rounded to the nearest nickel. A clearly defined policy would ensure rounding is neutral over time (i.e., amounts ending in 1–2 cents round down; 3–4 cents round up, etc.).

Pros:

- Simple and familiar approach for most customers
- Eliminates the need for pennies entirely
- Reduces staff time spent managing minor cash differences

Cons:

- May raise concerns about fairness if customers perceive rounding as unfavorable
- Requires a clearly defined and consistently applied rounding policy
- Potential scrutiny from the public if not well communicated

**RECOMMENDATION:**

After evaluating operational efficiency, internal controls, and long-term sustainability, staff recommends that the City adopt **Option 1 and become a “No-Change” City.**

This option provides the greatest administrative efficiency, reduces reconciliation risk, and aligns with the continued decline in cash-based transactions. With clear public communication and signage, staff believes implementation can be straightforward and well managed.

**ATTACHMENTS:**

- Resolution 03-09-26-03

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

**RESOLUTION NO. 03-09-26-03**

**A RESOLUTION ADOPTING A POLICY REGARDING COIN SHORTAGES  
AND CASH CHANGE HANDLING**

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**WHEREAS**, the City of Forest Lake continues to accept cash payments for utilities, permits, licenses, and other City services; and,

**WHEREAS**, the availability of pennies and small coin denominations through financial institutions has significantly declined, creating operational challenges for the City in providing exact change for in-person cash transactions; and,

**WHEREAS**, the City Council finds it necessary to establish a consistent, fair, and administratively efficient policy regarding the handling of coin change in order to maintain sound financial controls and operational efficiency; and;

**WHEREAS**, staff has recommended a policy that reduces reliance on coin supply while ensuring that customers are not deprived of the value of their payment.

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

**1. No-Change Policy Adopted**

Effective on April 1<sup>st</sup> 2026, the City of Forest Lake shall no longer provide coin change for cash transactions. Customers shall be encouraged to provide exact payment or utilize non-cash payment methods.

**2. Utility Billing Credit Option**

When a cash transaction involves a customer with an active Utility Billing (UB) account and change is required, the City shall apply the difference as a credit to the customer's Utility Billing account in lieu of providing coin change.

**3. Administrative Authority**

The Finance Director is authorized to implement administrative procedures, internal controls, staff training, and public communication necessary to carry out this policy in a consistent and equitable manner.

**4. Severability**

If any portion of this Resolution is found to be invalid, the remaining provisions shall remain in full force and effect.

**BE IT FURTHER RESOLVED,**

That this policy is adopted in the interest of operational efficiency, fiscal responsibility, and maintaining equitable customer treatment in light of ongoing coin supply limitations.

Adopted in the regular session of the Forest Lake City Council on the 23<sup>rd</sup> day of March, 2026.

**CITY OF FOREST LAKE**

By: \_\_\_\_\_  
Blake Roberts  
Its Mayor

Attest: \_\_\_\_\_  
Jolleen Chaika  
Assistant City Administrator/Clerk

# STAFF REPORT



**MEETING DATE:** March 23, 2026

**TO:** Honorable Mayor Roberts and Members of the City Council

**STAFF ORIGINATOR:** Jolleen Chaika, Interim City Administrator

**AGENDA ITEM:** Prosecution Services

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## **INTRODUCTION:**

On March 5, 2026, the City released a Request For Proposal (RFP) seeking qualified law firms or licensed attorneys to provide municipal prosecution services. As outlined in the RFP, the selected firm will be responsible for prosecuting misdemeanor, petty misdemeanor, and statutorily delegated gross misdemeanor offenses, as well as ordinance violations originating primarily from the Forest Lake Police Department.

The RFP also established expectations related to case review and charging, court representation, legal advisory services to law enforcement, and coordination with external agencies including the Washington County Attorney's Office.

The City sought a three-year contractual arrangement, with services anticipated to begin April 1, 2026.

## **ANALYSIS:**

The City received three proposals from well-qualified law firms with demonstrated experience in municipal prosecution. All respondents met the minimum qualifications outlined in the RFP and provided comprehensive information regarding staffing, service delivery models, and fee structures.

Staff evaluated the proposals based on the criteria identified in the RFP, including:

- Relevant municipal prosecution experience
- Qualifications and depth of assigned personnel
- Approach to case management and communication
- Demonstrated understanding of the City's needs
- Cost structure and overall value

In addition to the formal evaluation, further due diligence was conducted to ensure the selected firm is the best operational fit for the City. The proposals were reviewed and researched by Police Department personnel, including both sworn and non-sworn staff, as well as the City's current prosecutor, Mike Welch. This review included consideration of each firm's reputation,

responsiveness, courtroom practices, and ability to effectively support law enforcement operations.

Staff also completed reference checks with jurisdictions currently or previously served by the proposing firms. Feedback received was consistently positive, particularly noting professionalism, responsiveness, strong courtroom performance, and effective collaboration with law enforcement agencies.

Based on the formal evaluation criteria, reference checks, and this additional due diligence, **Kelly & Lemmons** was overwhelmingly identified as the firm that best aligns with the needs of the Forest Lake Police Department and the City as a whole.

Their proposal reflects:

- Extensive experience in municipal prosecution, including comparable communities
- A well-defined and responsive case management approach aligned with the City's expectations
- Strong availability and coverage model, including backup attorney capacity
- Demonstrated ability to provide timely legal guidance to law enforcement
- Competitive and transparent fee structure

Additionally, the firm's approach to communication, reporting, and integration with City staff and systems is consistent with the service standards outlined in the RFP.

**FINANCIAL IMPACT:** The proposed fee structure from Kelly & Lemmons is competitive relative to the other submissions and is consistent with budgeted expenditures for prosecution services. The proposal contemplates a fixed monthly retainer, subject to a maximum cap: The monthly retainer would cap at \$11,500.00 (\$138,000.00 annually), which would include all prosecution fees and expenses, including process server fees, transcript fees, court filing fees, postage, copies and printing costs, online legal research, mileage, advice, training, consultation, office hours, training, court appearances, code enforcement (to include administrative hearings), appeals, and forfeitures.

**RECOMMENDATION:**

Staff recommends that the City Council authorize the Interim City Administrator to enter into a three-year agreement with **Kelly & Lemmons** for municipal prosecution services, with a contract start date of April 1, 2026, subject to final contract negotiation and approval as to form by the City Attorney.

**ATTACHMENTS:**

None.

# STAFF REPORT



**MEETING DATE:** March 23, 2026

**TO:** Honorable Mayor Roberts and Members of the City Council

**STAFF ORIGINATOR:** Jolleen Chaika, Interim City Administrator

**AGENDA ITEM:** FLAS Superintendent Search Focus Group

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## **INTRODUCTION:**

The Forest Lake Area School Board has initiated the process to select a new Superintendent and has identified community engagement as a key component of that process. The School Board has invited representatives from local organizations and governmental entities to participate in an initial focus group meeting to provide input on desired qualifications and priorities for the next Superintendent.

The City of Forest Lake has been invited to participate in this effort by designating a representative to attend the focus group.

## **ANALYSIS:**

The focus group meeting is scheduled for March 24, 2026, from 1:00 p.m. to 1:45 p.m. at the Forest Lake Area School Board Room. During the meeting, participants will be introduced to the Consultant assisting the School Board with the Superintendent search and will receive an overview of the process and proposed selection criteria. Attendees will have the opportunity to provide input regarding the qualities and experience desired in the next Superintendent.

Participation in this process provides the City with an opportunity to contribute to an important leadership decision that will have long-term implications for our community. FLAS is a key partner in serving residents, and ensuring City representation helps communicate municipal perspectives related to community priorities, growth, and coordination between agencies.

Given the timing of the meeting, Council action is needed to designate a representative to attend on behalf of the City.

## **RECOMMENDATION:**

Staff recommend that the City Council **nominate and appoint at least one Councilmember to serve as the City's representative** at the Forest Lake Area Schools Superintendent Search Focus Group.

# STAFF REPORT



**MEETING DATE:** March 23, 2026  
**TO:** Mayor Blake Roberts and City Council Members  
**STAFF ORIGINATOR:** Abbi Jo Wittman, Community Development Director  
**AGENDA ITEM:** Headwaters Parkway Cost Share

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## **INTRODUCTION:**

With submission of the Hidden Creek South Preliminary PUD and Plat request, Capstone Homes and Headwaters Land Development are requesting the City share one-third of the total (hard and soft) costs of Headwaters Parkway running through the Hidden Creek South plat. As their request notes, the “roadway cannot be utilized for residential driveways, has limited access points, and is designed with speeds and characteristics that exceed those typical for neighborhood streets. As such, it functions as a broader transportation facility rather than a local street serving only the development.” A copy of their request is enclosed. The Forest Lake City Council is being asked to discuss this request and provide direction to City staff in advance of the Preliminary PUD and Plat consideration.

## **ANALYSIS:**

Included with their request is an example of a cost share formula the builder and developer entered in to with the City of Ramsey. As shown in the City of Ramsey’s Resolution #21-185, the City of Ramsey secured a MnDOT grant, matched by an Anoka County Housing and Redevelopment Authority dollars and City public improvement funds, to help offset greater than 75% of the total cost of roadway and tree preservation costs for that development. As noted in that development scenario’s *Revised Cost Share Framework*, a portion of the roadway extension appeared to benefit lands (then) owned by Ramsey County. Additionally, in discussions with Ramsey County staff, City contribution was directly tied to opening additional lands adjacent land for commercial development.

### *Relevant City Code and Policy*

The City’s policy that ‘development pays its own way’ has long been established. City Code Section 152.073(B) (*Subdivision Preliminary Plat Public Improvements*) indicates “the required improvements are to be furnished and installed at the sole expense of the developer... The developer will be required to pay for the portion of the whole cost of the improvement that will represent the benefit to the property within the subdivision.” Furthermore, as shown in the City’s enclosed *Assessment Policy For Public Streets*, if City was to construct the Headwaters

Parkway extension, the City would assess 100% of the cost of the new bituminous surfaced street to the benefitting property.

As shown on the enclosed Hidden Creek South plat, Headwaters Parkway serves as ingress/egress for the neighborhood on both sides of the parkway. The extension of Headwaters Parkway is needed to accommodate these neighborhood ingress/egress for public safety purposes. While the narrative request indicates Headwaters Parkway “functions as a broader transportation facility rather than a local street serving only the development,” the extension of Headwaters Parkway is necessary for Hidden Creek South. In the event it is not constructed as part of this development, the development would be considered *Premature* [per City Code Section 152.074(B)(c)] and a basis for denial of a Preliminary Plat.

#### *Roadway Design Cost Estimate*

The developer has indicated that constructing the roadway with a striped median, opposed to a concrete median, would be less costly for the City. Enclosed for Council’s review and discussion is a parkway design cost estimate difference which shows a savings of \$12,648 if the City elected to alter the parkway design from a concrete divided median to a striped median.

#### **RECOMMENDATION:**

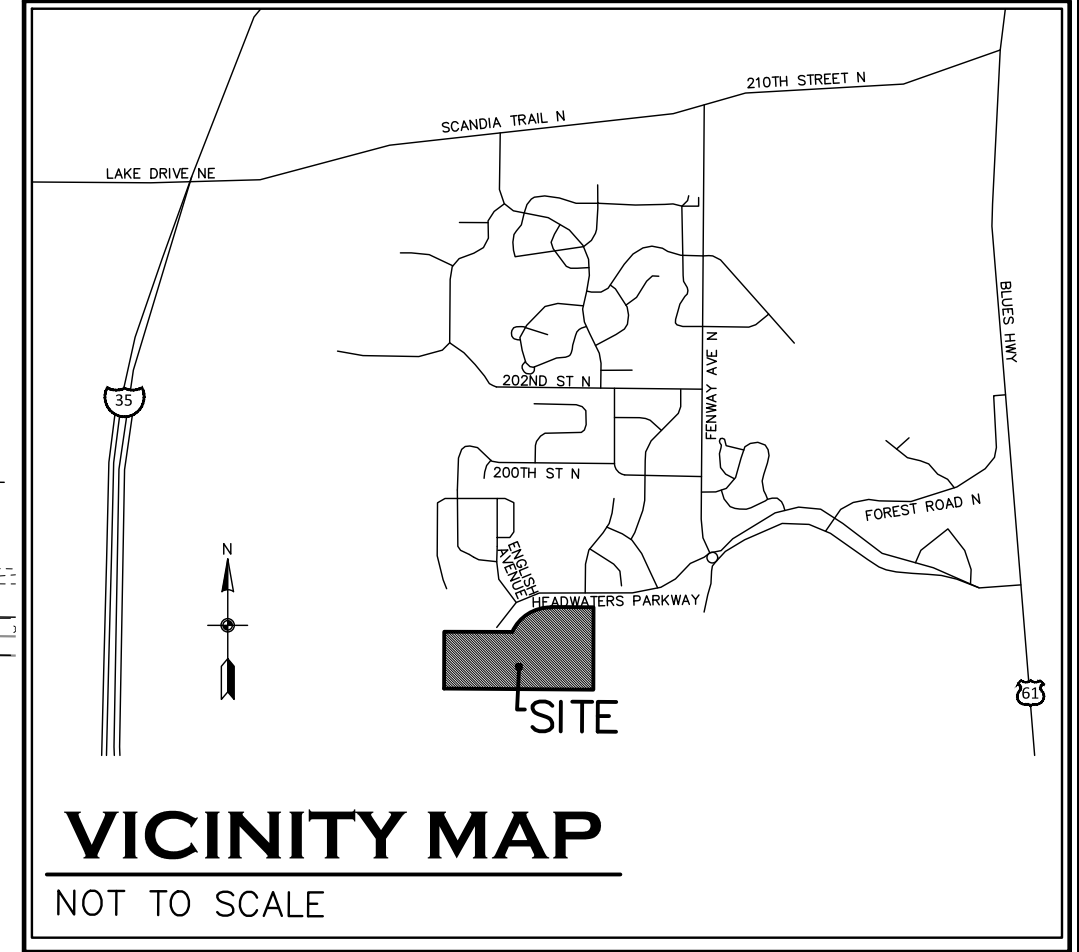
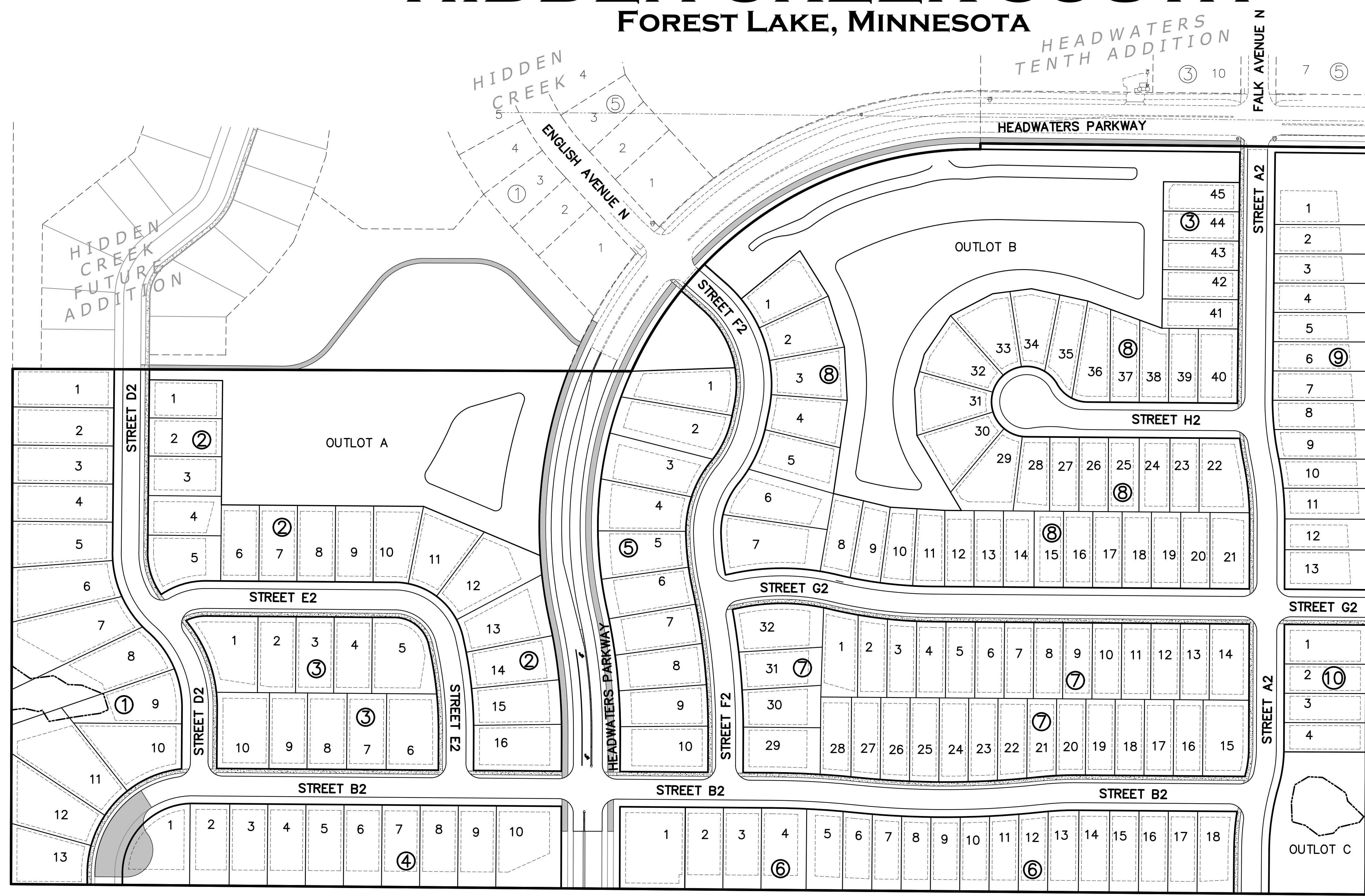
Staff recommends the City Council discuss the Headwaters Land Development/Capstone Homes Headwaters Parkway Cost Share Request and provide direction to staff in preparation of City Council’s consideration of Preliminary PUD and Plat approval.

#### **ATTACHMENTS:**

Hidden Creek South Preliminary Plat  
Headwaters Land Development/Capstone Homes PUD/Plat Request  
City of Ramsey Resolution No. 21-185  
City of Forest Lake Road Assessment Policy (2013)  
Hidden Creek South Parkway Design Cost Estimate Difference

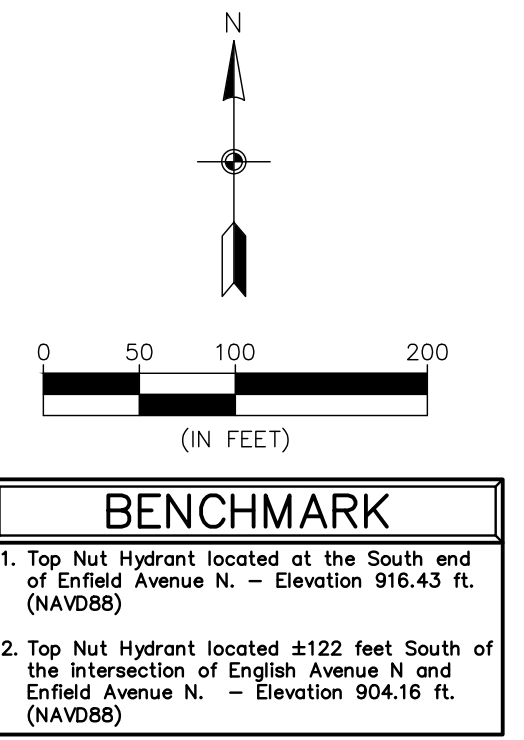
# HIDDEN CREEK SOUTH

## FOREST LAKE, MINNESOTA



**SHEET INDEX**

1.	COVER
2.	EXISTING CONDITIONS
3.	PRELIMINARY PLAT INDEX
4-6.	PRELIMINARY PLAT
7.	PRELIMINARY SITE & UTILITY PLAN
8.	PRELIMINARY SITE & UTILITY PLAN (HEADWATERS PRWY)
9.	PRELIMINARY GRADING INDEX
10-13.	PRELIMINARY GRADING & EROSION CONTROL PLANS
14-15.	DETAILS
L1-L5.	LANDSCAPE PLANS
T1.	WOODLAND PRESERVATION PLAN



CALL BEFORE YOU DIG

Know what's below. Call before you dig.

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of OJASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

**Introduction:** The Hidden Creek South Subdivision is a planned single-family home development located in Forest Lake, Minnesota. This thoughtfully designed neighborhood aims to balance affordability and environmental stewardship, providing attainable housing while preserving the natural beauty of the area. Spanning approximately 57 acres, the development consists of 171 single-family lots, integrating with the natural surroundings and following the city's Planned Unit Development (PUD) standards.

**Property:** The property consists of approximately 57 gross acres. The site is generally flat with pasture and wetlands. The neighborhood project area is bounded by Headwaters Parkway to the north, farmland to the south, single-family residences to the north, and vacant land to the west.

### **Proposed Sketch Plan Development Overview:**

- **Lot Standards:**
  - Minimum Lot Width: 50 feet and 65 feet
  - Minimum Lot Area: 6,325 to 7,000 square feet / 8,100 to 15,000 square feet
  - Front Setback: 25 feet
  - Side Setback: 7.5 feet
  - Rear Setback: 30 feet
- **Density:**
  - Gross Density: 3.02 units/acre
- **Open Space:**
  - Approximately 6 acres of open space featuring water elements, including ponds and wetlands. These water features not only enhance the aesthetic appeal of the community but also serve important environmental purposes such as stormwater management and habitat preservation. Additionally, they create opportunities for recreational amenities, such as walking trails / sidewalks and, fostering a sense of community and connection to nature.
- **Access and Connectivity:**
  - Three main access points along Headwaters Parkway.
  - Four additional road stubs proposed for future connection.
  - A trail system contemplated surrounding the neighborhood (exact location to be determined) that connects with the existing trail system.

### **Compliance with PUD Criteria:**

- **Alignment with the City's Comprehensive Plan:** The subdivision's density is generally meeting the comprehensive plan's PUD designations.
- **Enhanced Site Design:** The PUD flexibility allows the density while increasing the lot setbacks and average lot sizes relative to the neighboring Hidden Creek residential subdivision.

- **Preservation of Natural Features:** The design preserves existing wetlands, incorporating them into the community's open spaces and water features.
- **Infrastructure Efficiency:** The development supports the improvement of Headwaters Parkway and aligning with local traffic needs. It will also create connections from surrounding neighborhoods.

#### **PUD Sketch Plan Design Qualities:**

- The plan achieves efficiency in the design of streets and utilities. It also preserves natural wetland areas to achieve enhanced elements of design.
- The plan provides convenient and safe access for vehicles and pedestrians, providing a variety of activities for future homeowners.
- The plan provides a buffer between different uses of adjacent properties and roadways.
- Landscaping packages for each lot/home will complement the overall design and contribute toward an overall landscaping theme.
- The plan preserves usable space on individual lots or through open space within and around the perimeter of the development.
- The plan provides an attractive streetscape using road design with a slight bend that helps provide safety and traffic calming features.
- The proposed homes demonstrate quality architectural design that meets the buyers' needs within the Minnesota market.

**Housing Product Design Features:** The Liberty homes (50' lots / 35' wide product) for in the subdivision will reflect a variety of architectural styles, such as Craftsman, Colonial, and Modern Farmhouse designs, ensuring visual diversity and appeal. Please refer to the house elevation plans previously submitted to the city for review of the unique designs and details. Proposed home designs include:

- **Barrett Model:** 1,719 sq. ft. with a 523 sq. ft. garage.
- **Becker Model:** 2,087 sq. ft. with a 555 sq. ft. garage.
- **Biscay Model:** 2,425 sq. ft. with a 555 sq. ft. garage.
- **Brookston Model:** 2,824 sq. ft. with a 555 sq. ft. garage.
- **Baxter-5' bump Model:** 1,603 Sq. ft. with a 553 sq. ft. garage
- **Archer-5' bump Model:** 1,196 sq. ft. with a 564 sq. ft. garage
- **Camden V-5' bump Model:** 1,373 sq. ft. with a 564 sq. ft. garage
- **Camden IV-5' bump Model:** 980 sq. ft. with a 513 sq. ft. garage

**Conclusion:** This PUD request aligns with the city's vision and standards, promoting responsible growth while addressing the community's need for attainable housing. By balancing thoughtful design with environmental preservation, the proposal ensures long-term benefits for both residents and the broader city of Forest Lake. Our plan deviates from certain lot standard codes to provide a single-family housing product that meets the intent of the design standards while remaining

attainable to a diverse range of buyers. Therefore Phasing and units counts will fluctuate based on market conditions/costs and absorption.

With the addition of this neighborhood and the associated road infrastructure being required by the City, the Hidden Creek development will necessitate City participation in the construction of the collector roadway known as **Headwaters Parkway**.

This roadway cannot be utilized for residential driveways, has limited access points, and is designed with speeds and characteristics that exceed those typical for neighborhood streets. As such, it functions as a broader transportation facility rather than a local street serving only the development.

Accordingly, we propose that the City participate in **one-third (1/3) of all costs associated with the design and construction of Headwaters Parkway, Soft and Hard costs.**

Attached is a cost-participation formula that I previously worked on with the City of Ramsey to address a similar situation. The format and work product were developed through a collaborative process involving landowners, developers, and the City. For reference, Bolton & Menk served as the City of Ramsey's consulting engineers and were directly involved in that process as well.

We believe this precedent provides a reasonable and equitable framework for addressing the shared benefits and responsibilities associated with the construction of Headwaters Parkway, and we look forward to discussing this further.

We are excited to propose this newest neighborhood in Forest Lake in 2026 and look forward to working with the city as we move forward.

Sincerely,

Headwaters Land group

John Dobbs

Capstone Homes

Tom **Bakritges**

Councilmember Riley introduced the following resolution and moved for its adoption:

**RESOLUTION #21-185**

**RESOLUTION APPROVING REVISED COST SHARE FRAMEWORK FOR RIVERDALE DRIVE AND RIVERSTONE SOUTH AND AUTHORIZING APPLICATION TO ANOKA COUNTY HOUSING AND REDEVELOPMENT AUTHORITY**

**WHEREAS**, Riverstone Development LLC, hereafter referred to as “Developer”, properly applied for Preliminary Plat approval of the following described property located in the City of Ramsey:

That part of Northwest Quarter of Northwest Quarter, Section 29, Township 32, Range 25 lying northeaster of northeasterly right of way line of Burlington Northern Rail Road and lying westerly and southerly of the north 60 feet of east 40 feet of said Quarter Quarter, except road subject to easement of record, Anoka County, Minnesota

-and-

The Northwest Quarter of Southwest Quarter of Section 20, township 32, Range 25 except east 40 feet of said Quarter Quarter lying southerly of southerly right of way line of Alpine Drive NW and except north 40 feet of south 100 feet of west 40 feet of east 80 feet of said Quarter Quarter, except road subject to easement of record, Anoka County, Minnesota

-and-

The Southwest Quarter of Southwest Quarter of Section 20, Township 32, Range 25 lying west of east 40 feet thereof, except road subject to easement of record, Anoka County, Minnesota

(the ‘Subject Property’);

**WHEREAS**, the City and Developer have been working on a long-range land use plan for the Subject Property since the end of 2019; and

**WHEREAS**, the City approved a cost share framework in concept for the extension of Riverdale Drive on March 24, 2020; and

**WHEREAS**, the City approved a revised cost share framework for the extension of Riverdale Drive on January 26, 2021; and

**WHEREAS**, the City adopted Resolution #21-101 directing staff to identify and seek outside funding sources assist with the cost of Riverdale Drive Extension and the Tree Preservation Credit; and

**WHEREAS**, the City applied for and received a grant award of \$612,000 from the MnDOT Local Partnership Program (LPP) which can only be used for construction costs for Riverdale Drive (not for tree preservation); and

**WHEREAS**, the City has identified the ACHRA Fund as a viable source for city contribution costs associated with the construction of Riverdale Drive (not for tree preservation); and

**WHEREAS**, the City has been unsuccessful in obtaining additional funding for Riverdale Drive and preservation of 7 Acres of Forest.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:**

1. That the Ramsey City Council hereby approves a revised Cost Share Framework for the construction of Riverdale Drive and Riverstone South attached hereto as Exhibit A generally as follows:
  - a. Riverdale Drive – Developer and Property Owner’s contribution towards the Riverdale Drive Extension Project is currently estimated at \$352,757 for each party before a private assessment agreement allocation; subject to change based on final construction costs and associated lineal footage.
    - i. Detailed Cost Share Framework, including the private assessment agreement allocation agreed to by the developer and land owner is outlined on Exhibit A.
  - b. Tree Preservation – Developer shall convey a 7 acre parcel to preserve a portion of the existing forest as indicated on the Preliminary Plat.
    - i. The City will work credit \$350,000 towards Capstone’s contribution to Riverdale Drive in exchange for this conveyance. (ACHRA - \$239,875 and PIR \$110,125); subject to change based on final construction costs and associated lineal footage
    - ii. The City continues to not support an additional credit to Park Dedication Fees to fund this \$350,000 tree preservation expenditure.
2. That the Ramsey City Council hereby approves a funding request to the Anoka County Housing and Redevelopment Authority in the amount of \$950,000 towards the City’s contribution to Riverdale Drive Construction Project.
3. That the Ramsey City hereby approves the use of the PIR Fund to fund a portion of the tree preservation credit in an amount not to exceed \$150,000.
4. The City council Agrees that a city contribution to a collector road has broader public benefit and that the revised cost share framework attached hereto as Exhibit A is close to the (non-binding) framework approved by the City Council on January 26, 2021.

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

Mayor Kuzma  
Councilmember Riley  
Councilmember Specht  
Councilmember Heineman  
Councilmember Howell  
Councilmember Musgrove  
Councilmember Woestehoff

and the following voted against the same:

None

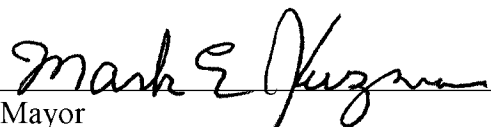
and the following abstained:

None

and the following were absent:

None

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 26th day of October, 2021.

  
\_\_\_\_\_  
Mayor

**ATTEST:**

  
\_\_\_\_\_  
City Clerk

## Exhibit A Revised Cost Share Framework

### 10.19.21 PWC Presentation Solving for 350K Tree Preservation with HRA and PIR Funding

City/Grant Fully Funding County Parcel	Project Costs (including ROW)					
Area Description	Cost Allocation	Lineal Footage	%	City %	Capstone %	Pearson%
County Parcel	\$612,226	1532	35.89%	100%	0	0
County ROW DRAFT	<b>\$283,000</b>	0	0	100%		
Pearson Parcel	\$979,881	2452	57.44%	52.5%	0.0%	47.5%
Bowers Drive Modifications	\$113,893	285	6.68%	100%	0	0
<b>Total</b>	<b>\$1,989,000</b>	<b>4269</b>	<b>100.00%</b>			

\*\*Note: utilities not included - paid for by Trunk Fees\*\*

Sources of Funds						
	County Parcel	Pearson Parcel	%	Bowers Drive	Total	Project %
MnDOT Grant	\$612,000	\$0			\$612,000	30.8%
City Contribution (HRA)	\$283,226	\$514,242	52.5%	\$113,893	\$911,361	45.8%
Pearson Contribution		\$465,639	47.5%		\$465,639	23.4%
Capstone Contribution		\$0	0.0%		\$0	0.0%
	<b>\$895,226</b>	<b>\$979,881</b>	<b>100.0%</b>		<b>\$1,989,000</b>	<b>100.0%</b>

Uses (Project Costs)						
	County Parcel	Pearson Parcel	%	Bowers Drive	Total	Project %
Portion of Overall Project	35.9%	57.4%		6.7%	100.0%	
Road, Trail, Storm	\$612,226	\$979,881		\$113,893	\$1,706,000	
ROW	<b>\$283,000</b>				<b>\$283,000</b>	
	<b>\$895,226</b>	<b>\$979,881</b>		<b>\$113,893</b>	<b>\$1,989,000</b>	

County Parcel + ROW =	\$895,226					1/3 of funding gap
				Funding Gap	<b>\$0</b>	<b>\$0.00</b>

Public vs. Private Dollars		
Private (Capstone + Pearson)	\$465,639	23%
Public (City + MnDOT)	<u>\$1,523,361</u>	77%
	<b>\$1,989,000</b>	

Capstone / Pearson Agreement*	Party	Assessment Amt	%
Private Pearson Parcel Total	Capstone	\$239,875	34%
\$465,639	Pearson	\$465,639	66%

\* Assessment amounts based on lineal footage along Riverdale Drive Pearson and Capstone

Capstone Tree Preservation Credit (Pearson)	\$ 239,875	HRA	Pay for Capstone Assessment (above)
Additional City Contribution (to Capstone)	\$ 110,125	PIR	Payment to Capstone
<b>Tree Preservation Reconciliation</b>	<b>\$ 350,000</b>		

Difference from 1.26.21			
Total City Contribution**	\$ 911,361		<b>\$235,841</b>
Total Grant Contribution	\$ 612,000		<b>(638,000)</b>
ROW Cost Estimate	\$ 283,000		<b>(667,000)</b>
Project Costs Less County ROW	\$ 1,706,000		<b>\$ 31,000</b>

\*\* This includes 350 K Tree Preservation



## ASSESSMENT POLICY FOR PUBLIC STREETS

### GENERAL STREET ASSESSMENT POLICY

The purpose of this Street Assessment Policy is to establish a fair and equitable manner of recovering and distributing the cost of public improvements. The procedures used by the City of Forest Lake for levying special street assessments are those specified by Minnesota Statutes §Chapter 429, which provides that “all or a part of the cost of improvements may be assessed against benefiting properties.”

### INITIATION OF PUBLIC STREET IMPROVEMENTS

A public street improvement can be initiated in the following manner:

1. **Initiation of Proceedings:** This may be done either by the Council on its own initiative or by the Council accepting a petition submitted by affected property owners. If the petition is used, it must be signed by the owners representing at least 51% in frontage of the property bordering on the proposed improvements. If the Council acts originally on its own initiative, a simple majority is needed to initiate the proceedings, the Council may simultaneously order a Feasibility Report on the proposed improvement.
2. **Preparation of a Report:** The law requires a report on the feasibility of the proposal be prepared by the City Engineer or by some other competent person selected by the Council. It must cover such factors as the need for the project, an estimate of cost, and any other information thought pertinent and necessary for complete Council consideration.
3. **Public Hearing:** A hearing is held after notice of the hearing is published in the official newspaper and mailed to each property owner proposed to be assessed. The notice states the time and place of the hearing, the general nature of the improvement, the estimated cost, and the area proposed to be assessed. All interested persons should have a chance to be heard at the hearing. This public hearing step may be omitted when a petition requesting the improvements has been signed by 100% of the affected landowners.
4. **Ordering the Improvement and Preparation of Plans:** The resolution ordering the improvement may be passed by a simple majority of the Council if proceedings were originally initiated by petition. If not, the resolution must be adopted by an affirmative vote by at least four-fifths (4 of 5) of the Council.
5. **Preparation of Plans, Awarding Bids:** Upon completion, the plans and specifications must be approved by the Council prior to ordering advertisement for bids. Upon taking bids, the Council then awards a contract and construction proceeds.
6. **Preparation of Proposed Assessment Rolls:** Assessment rolls are lists of benefited properties prepared for each assessment project. They should contain an identification of each parcel of property, and the amount of the proposed assessment apportioned to each parcel.
7. **Public Hearing on the Proposed Assessment:** The purpose of this hearing, normally conducted after an improvement project is substantially completed, is to give affected property owners an opportunity to be heard on the matter of the actual assessments proposed to be levied. Notice

must be published in the official newspaper and mailed to each property owner prior to the hearing date. This assessment hearing may also be held prior to awarding the contract, with the understanding that the adopted assessment roll may not be varied to reflect higher than estimated actual project costs.

8. **Approval and Certification of Assessment Rolls:** After the assessment hearing, the roll must be officially adopted by a Council resolution and then certified to the County Auditor for levy and collection.

## **CITY ASSESSMENT METHODS**

**Unit Method** - The Unit Method of assessment is defined as a quotient of the identified assessable costs divided by the number of lots, parcels, or properties benefiting from the improvement. When large parcels that can be further subdivided are found to benefit from the proposed improvement, the number of assessable lots attributed to that parcel will be determined from the number of potential lots that could be obtained from subdivision, using current subdivision regulations.

Corner lots subject to an assessable street improvement will be assessed as one unit assessment even if the improvements abut on more than one street, unless the lot can be further subdivided then the number of potential lots will be determined.

**Front Foot Method** - The front foot method of assessment is defined as the quotient of the identified assessable costs divided by the total assessable frontage benefiting from the improvement. The actual physical dimension of a parcel abutting an improvement shall NOT be construed as the frontage utilized to calculate the assessment. An adjusted front footage will be determined. Adjustments shall be made for odd shaped lots to an average front footage that would be equivalent to the frontage of a rectangular shaped lot of the same area and depth. The purpose of this adjusted front footage is to equalize assessment calculations for lots of similar size.

Corner lots assessed under the adjusted "front foot" method shall be responsible for the costs identified for the improvement for the full frontage of the property that fronts the improvement. A 150 foot corner lot credit will apply along the adjacent side street. In no event will a corner lot be assessed less than a total of 80 feet when the improvements are on both sides of the lot.

**Area Method** – The area to be assessed is the total land area, including easements, in acres of the property. Land deemed unbuildable by virtue of laws, lawful regulations, or lying within the flood plain of major drainage channels and/or wetland areas will be subtracted from the total land area. The assessment cost of the improvement shall be divided by the total assessable acreage for the improvement. The quotient of this shall be the Calculated Assessment Rate. The Calculated Assessment Rate shall then be multiplied by each parcel's total assessable acreage and the product will be each parcel's assessment for the improvement.

## **DEFINITION OF ASSESSABLE STREET IMPROVEMENT COSTS**

The assessable costs of a street improvement project includes the cost of all necessary construction work required to accomplish the improvement acquisition of right-of-way and easements, engineering, legal, administrative, financing, appraisals, permits, and other identifiable costs. The street improvement project includes bituminous surfacing, aggregate base, modified granular, sub-grade correction, sidewalks/pathways, utility relocations & adjustments, drainage improvements such as curb and gutter, ditches, swales, storm sewer, storm water management ponding as required for the improvement, project restoration, and signage and striping if applicable.

## **STREET REASSESSMENT POLICY**

The City of Forest Lake, constructing or re-constructing any public street, shall design such improvement for a defined life cycle. The life expectancy, or service life, for street improvements, including concrete curb and gutter, sidewalk, trails, and storm sewer, is 20 years, unless otherwise stated in the Resolution ordering the public improvement. When public improvement project needs premature replacement or reconstruction, the amount to be assessed to the benefiting properties will be limited to an amount determined by the dividing the actual life period of the original improvement by the expected service life of the original improvement.

## **ASSESSABLE PUBLIC STREET IMPROVEMENTS**

### **Initial Bituminous Pavement Improvements for Rural Residential Gravel Streets**

Initial bituminous construction for existing gravel streets in rural zoning districts consist of the shaping of the existing aggregate surface, supplementing the existing aggregate base to specified thickness, constructing the bituminous base course to the specified thickness and width, construction of the bituminous wear course to the specified thickness and width, and placement of aggregate shoulders to the specified thickness and width, storm sewer, and storm water management as required by Ordinance and/or local Watershed District Rules. Sub-grade improvements will be constructed as determined necessary by the City Engineer. The constructed width and material thickness is to be in accordance with the Typical Rural Street Section detailed in the Engineering Standards adopted by the City Council, unless otherwise determined by the City Council.

Initial bituminous pavement improvements for gravel streets shall be assessed at a rate of 100% of the cost of the improvements to the benefiting properties with frontage on the street proposed for the improvement. The assessment rate shall be by the "unit" method or as determined by the City Council.

### **Initial Bituminous Pavement Improvements for Urban Residential Gravel Streets**

Initial bituminous construction for existing gravel streets in urban zoning districts consist of constructing the street to the standard urban street standard. The urban street section consists of modified granular sub-grade, aggregate base, bituminous base, bituminous wear, concrete curb and gutter, storm sewer, and storm water management as required by Ordinance and/or local Watershed District Rules. Sub-grade improvements will be constructed as determined necessary by the City Engineer. The constructed

width and material thickness is to be in accordance with the Typical Urban Street Section detailed in the Engineering Standards adopted by the City Council.

Initial bituminous pavement improvements for gravel streets shall be assessed at a rate of 100% of the cost of the improvements to the benefiting properties with frontage on the street proposed for the improvement. The assessment rate shall be by the "unit" method or as determined by the City Council.

### **Reconstruction of Existing Residential Bituminous Surfaced Streets**

Reconstruction of existing bituminous streets in urban zoning districts will normally be constructed to the Typical Urban Street Section, including sidewalks, storm sewer, and storm water management as required by Ordinance and/or local Watershed District Rules, as detailed in the City Engineering Standards adopted by the City Council. Reconstruction of existing bituminous streets that can be determined by soil exploration, to have sufficient underlying sub-grade soils to meet 20-year service design criteria, the City may initiate curb, sidewalk, and storm sewer replacement, as necessary, and reclamation of the existing bituminous surface.

Reconstruction of existing bituminous streets in rural zoning districts will normally be constructed to the Typical Rural Street Section as detailed in the City Engineering Standards, as adopted by the City Council. Reconstruction of existing bituminous streets can be determined by soil exploration, to have sufficient underlying sub-grade soils to meet 20-year service design criteria, the City may initiate drainage improvements, as necessary, and reclamation of the existing bituminous surface.

The assessment rate shall be by the "unit" method or as determined by the City Council.

Reconstruction of existing residential bituminous surfaced streets shall be assessed at a rate of 20% of the costs of the improvements to the benefiting properties, with frontage on the street proposed for the improvement. The City of Forest Lake will participate in the remaining 80% of the improvement costs.

### **Construction of New Residential Bituminous Surfaced Streets**

Construction of all new streets will be assessed at a rate of 100% of the cost of the improvements, to the benefiting properties. The new streets constructed in rural Zoning Districts will be designed in accordance with the Typical Rural Street Section detailed in the Engineering Standards, as adopted by the City Council. The new streets constructed in urban Zoning Districts will be designed in accordance with the Typical Urban Street Section detailed in the Engineering Standards, as adopted by the City Council. The street improvements will include storm sewer and storm water management as required by Ordinance and/or local Watershed District Rules, and sidewalk construction as determined by the Council.

### **Reconstruction of Commercial/Industrial Bituminous Surfaced Streets**

The reconstruction of Commercial/Industrial streets shall be in accordance with the Typical Street Section in Engineering Standards adopted by the City Council, including necessary sidewalks, trails, storm sewer, and storm water management required by Ordinance and/or local Watershed District

Rules. Reconstruction of existing bituminous streets can be determined by soil exploration, to have sufficient underlying sub-grade soils to meet 20-year service design criteria, the City may initiate drainage improvements, as necessary, and reclamation of the existing bituminous surface. Street section requirements will be determined by calculation utilizing the Mn/DOT criteria for flexible pavement design.

The reconstruction of streets in Commercial and Industrial Zoning Districts, as identified in the City Comprehensive Plan, shall be assessed at a rate of 20% of the cost of the proposed improvements to the benefiting properties with frontage on the street proposed for the improvements. Upon determination that more than one property with access to the proposed street improvement will equally benefit from the improvements, the "unit" method of assessment may be used. At the discretion of the City Council, the "unit", "front footage", "area method", or an alternate method of assessment as approved by the City Council. The City of Forest Lake will participate in the remaining 80% of the improvement costs.

#### **Construction of New Commercial/Industrial Bituminous Surfaced Streets**

Construction of all new streets in Commercial and Industrial Zoning Districts will be assessed at a rate of 100% of the cost of the improvements, to the benefiting properties. The new streets constructed will be designed in accordance with the Typical Commercial/Industrial Street Section detailed in the Engineering Standards, as adopted by the City Council. The street improvements will include storm sewer and storm water management as required by Ordinance and/or local Watershed District Rules, and sidewalk construction as determined by the Council.

#### **NON-ASSESSABLE PUBLIC STREET IMPROVEMENT**

Maintenance of existing bituminous surfaced public streets is performed by the City Public Works Department and Contractors retained by the City Maintenance of bituminous surfaced streets including bituminous patching, crack filling, sealcoating, bituminous overlays, and snow plowing. Maintenance frequency is determined by the City Council and Staff.

Maintenance of existing public gravel streets is performed by the City Public Works Department. Maintenance of gravel streets includes periodic grading, periodic gravel placement, and snow plowing. Maintenance frequency is determined by the City Council and Staff.

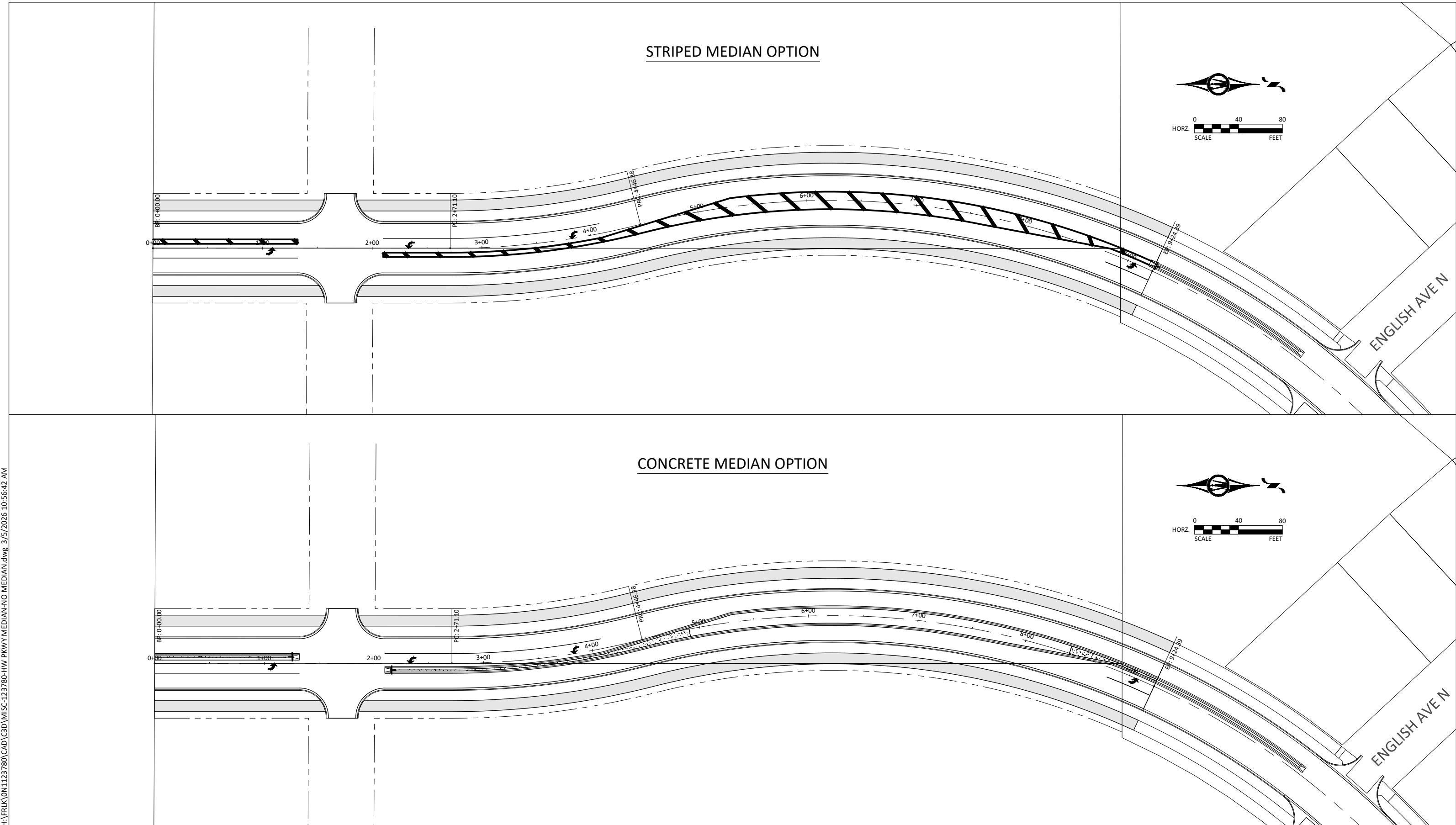
Adopted by the City Council on the 22<sup>th</sup> day of July, 2013.

**ENGINEER'S ESTIMATE**

HIDDEN CREEK SOUTH ADDITION - HEADWATERS PARKWAY STRIPED VS CONCRETE MEDIAN  
 CITY OF FOREST LAKE, MN  
 BMI PROJECT NO. 0N1.123780

3/5/2026

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
<b>CONCRETE MEDIAN DEDUCTIONS</b>					
1	4" CONCRETE MEDIAN, INCL EXCAV AND BASE	-1230	SF	\$9.00	-\$11,070.00
2	PARKWAY CONCRETE CURB AND GUTTER	-1700	LF	\$27.00	-\$45,900.00
3	CONCRETE MEDIAN NOSE	-2	EA	\$700.00	-\$1,400.00
4	SIGN PANELS, TYPE C, DIAMOND GRADE DG3 (MEDIAN APPROACH SIGNS)	-15	SF	\$110.00	-\$1,595.00
5	COMMON TOPSOIL BORROW (LV)	-85	CY	\$30.00	-\$2,550.00
6	HYDRAULIC STABILIZED FIBER MATRIX W/SEED MIXTURE 25-131	-505	SY	\$1.60	-\$808.00
<b>SUBTOTAL DEDUCTIONS</b>					<b>-\$63,323.00</b>
<b>STRIPED MEDIAN ADDITIONS</b>					
7	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	205	TN	\$102.00	\$20,910.00
8	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	140	TN	\$101.00	\$14,140.00
9	CONCRETE MEDIAN NOSE	1	EA	\$700.00	\$700.00
10	SIGN PANELS, TYPE C, DIAMOND GRADE DG3 (MEDIAN APPROACH SIGNS)	8	SF	\$110.00	\$825.00
11	4" DOUBLE SOLID LINE, YELLOW MULTI-COMP	1710	LF	\$5.00	\$8,550.00
12	24" SOLID LINE, YELLOW MULTI-COMP	370	LF	\$15.00	\$5,550.00
<b>SUBTOTAL ADDITIONS</b>					<b>\$50,675.00</b>
<b>TOTAL ESTIMATED CONSTRUCTION COST DIFFERENCE:</b>					<b>-\$12,648.00</b>



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# STAFF REPORT



**MEETING DATE:** March 23, 2026

**TO:** Mayor Blake Roberts and City Council Members

**STAFF ORIGINATOR:** Elle Larkin, Finance Director

**AGENDA ITEM:** Local Sales Tax – Legislative Update and Implementation Overview

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## **INTRODUCTION:**

This memo provides an update on the City of Forest Lake’s pursuit of a Local Sales Tax to support the construction of a new Public Works Facility. It outlines the legislative process, potential timeline, and the financial rationale behind this funding strategy.

## **ANALYSIS:**

### **Legislative Status**

As of March 18, 2026, the City’s Local Sales Tax proposal has been introduced to the Senate Tax Committee with no objections or comments. The bill must proceed through the entire House and Senate for approval.

If passed by the Legislature and signed into law, the final step will require approval by Forest Lake residents through a local referendum.

### **Proposed Sales Tax Structure**

- **Rate:** 0.5% Local Sales Tax
- **Duration:** 20 years

It is important to note that prior to placing the question on a local ballot, the City Council retains the authority to adjust the tax rate, duration, or project scope as deemed appropriate.

### **Implementation Timeline (Typical Process)**

Based on guidance from the League of Minnesota Cities, the general timeline for implementing a Local Sales Tax is as follows:

1. **Legislative Approval** – Bill passes House and Senate; signed by Governor
2. **City Preparation** – Finalize project details, tax structure, and ballot language
3. **Public Engagement** – Informational outreach and education
4. **Local Referendum** – Voter approval required at a general or special election
5. **State Notification** – Minnesota Department of Revenue implementation process
6. **Tax Collection Begins** – Typically begins the following calendar quarter after approval

This process can span approximately 12–24 months depending on legislative timing and election cycles.

### **Financial Rationale and Equity Considerations**

Staff is exploring the Local Sales Tax as a strategic funding tool to reduce the financial burden on Forest Lake residents.

The City previously partnered with the University of Minnesota to analyze the composition of taxable sales within Forest Lake. The study found:

- 53.4% of local sales tax revenue is generated by non-residents
- 46.6% is generated by Forest Lake residents

This data highlights a key advantage of the Local Sales Tax: it allows the City to capture revenue from non-residents who utilize local infrastructure, services, and commercial areas.

### **Regional Significance of the Public Works Facility**

The proposed Public Works Facility qualifies as a regionally supportive project. The facility supports:

- Regional transportation corridors
- Utility infrastructure serving beyond city boundaries
- Emergency response and public safety coordination
- Services used by residents and businesses outside Forest Lake

Given this regional impact, it is appropriate to pursue a funding mechanism that includes contributions from both residents and non-residents.

### **Impact on Residents**

Without a Local Sales Tax:

- Forest Lake residents would fund 100% of the project costs through property taxes (levy)

With Local Sales Tax:

- Residents would fund approximately 46.6% of the project through taxable sales
- The remaining 53.4% would be funded by non-residents

This approach allows the City to significantly reduce reliance on property taxes while distributing costs more equitably among all users of City infrastructure.

### **NEXT STEPS:**

Staff recommends continued advancement of the Local Sales Tax initiative through the legislative process. This funding strategy provides a balanced, equitable approach to financing a critical regional asset while reducing the direct tax burden on Forest Lake residents.

Staff will continue to monitor legislative progress and return to Council with updates and recommended next steps, including potential adjustments to the tax structure prior to a local referendum.

**ATTACHMENTS:**

- Senate File Summary – 4352
- Senate Bill 4352



## S.F. No. 4352 – Forest Lake local sales tax authorization

**Author:** Senator Karin Housley

**Prepared by:** Nora Pollock, Senate Counsel (nora.pollock@mnsenate.gov)

**Date:** March 17, 2026

### Section 1. City of Forest Lake; taxes authorized.

**Subdivision 1. Sales and use tax authorization.** Authorizes the city of Forest Lake to impose a local sales tax of up to .5%.

**Subdivision 2. Use of sales and use tax revenues.** Requires the tax revenues to be used for collecting and administering the tax and to finance \$50,000,000, plus associated bonding costs, for construction of a new public works facility.

**Subdivision 3. Bonding authority.** Authorizes the city to issue bonds to finance the project listed in subdivision 2 if approved by the voters as required under current law.

**Subdivision 4. Termination of taxes.** Requires the tax to terminate after the earlier of 20 years or when the city council determines sufficient funds have been raised to pay for project and financing costs.

Effective upon filing of local approval with the Secretary of State.



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95 University Ave. W., STE 3300, Saint Paul, MN, 55155

**SENATE  
STATE OF MINNESOTA  
NINETY-FOURTH SESSION**

**S.F. No. 4352**

(SENATE AUTHORS: HOUSLEY)

DATE  
03/11/2026

D-PG  
6593 Introduction and first reading  
Referred to Taxes

OFFICIAL STATUS

1.1 A bill for an act  
1.2 relating to taxation; local sales and use; authorizing the city of Forest Lake to  
1.3 impose a local sales tax.

1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.5 Section 1. **CITY OF FOREST LAKE; TAXES AUTHORIZED.**

1.6 Subdivision 1. Sales and use tax authorization. Notwithstanding Minnesota Statutes,  
1.7 section 477A.016, or any other law, ordinance, or city charter, and if approved by the voters  
1.8 at an election as required under Minnesota Statutes, section 297A.99, subdivision 3, the  
1.9 city of Forest Lake may impose by ordinance a sales and use tax of up to one-half of one  
1.10 percent for the purposes specified in subdivision 2. Except as otherwise provided in this  
1.11 section, the provisions of Minnesota Statutes, section 297A.99, govern the imposition,  
1.12 administration, collection, and enforcement of the tax authorized under this subdivision.

1.13 The tax authorized under this subdivision is in addition to any local sales and use tax imposed  
1.14 under any other special law.

1.15 Subd. 2. Use of sales and use tax revenues. The revenues derived from the tax authorized  
1.16 under subdivision 1 must be used by the city of Forest Lake to pay the costs of collecting  
1.17 and administering the tax and to finance up to \$50,000,000, plus associated bonding costs,  
1.18 for construction of a new public works facility.

1.19 Subd. 3. Bonding authority. (a) The city may issue bonds under Minnesota Statutes,  
1.20 chapter 475, to finance all or a portion of the costs of the project authorized in subdivision  
1.21 2 and approved by voters as required under Minnesota Statutes, section 297A.99, subdivision  
1.22 3, paragraph (a). The aggregate principal amount of bonds issued under this subdivision  
1.23 may not exceed \$50,000,000, plus an amount applied to the payment of the costs of issuing

2.1 the bonds. The bonds may be paid from or secured by any money available to the city,  
2.2 including the tax authorized under subdivision 1. The issuance of bonds under this  
2.3 subdivision is not subject to Minnesota Statutes, sections 275.60 and 275.61.

2.4 (b) The bonds are not included in computing any debt limitation applicable to the city.  
2.5 Any levy of taxes under Minnesota Statutes, section 475.61, to pay principal of and interest  
2.6 on the bonds is not subject to any levy limitation. A separate election to approve the bonds  
2.7 under Minnesota Statutes, section 475.58, is not required.

2.8 Subd. 4. **Termination of taxes.** Subject to Minnesota Statutes, section 297A.99,  
2.9 subdivision 12, the tax authorized under subdivision 1 expires at the earlier of (1) 20 years  
2.10 after the tax is first imposed, or (2) when the city council determines that the amount received  
2.11 from the tax is sufficient to pay for the project costs authorized under subdivision 2 if  
2.12 approved by voters as required under Minnesota Statutes, section 297A.99, subdivision 3,  
2.13 paragraph (a), plus an amount sufficient to pay the costs related to issuance of any bonds  
2.14 authorized under subdivision 3, including interest on the bonds. Except as otherwise provided  
2.15 in Minnesota Statutes, section 297A.99, subdivision 3, paragraph (f), any money remaining  
2.16 after payment of the allowed costs due to the timing of the termination of the tax under  
2.17 Minnesota Statutes, section 297A.99, subdivision 12, must be placed in the general fund of  
2.18 the city. The tax authorized under subdivision 1 may expire at an earlier time if the city so  
2.19 determines by ordinance.

2.20 **EFFECTIVE DATE.** This section is effective the day after the governing body of the  
2.21 city of Forest Lake and its chief clerical officer comply with Minnesota Statutes, section  
2.22 645.021, subdivisions 2 and 3.


**Office of Engineering**

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

March 20, 2026

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

RE: Forest Lake FY27 Congressionally Designated Spending Requests-Senate Submission Opportunity

Dear Mayor and Council:

**Purpose**

- The purpose of this memo is to inform the newly opened application windows for FY27 Congressionally Designated Spending (CDS) requests through Minnesota's U.S. Senators and to outline coordinate next steps.

**Background**

- Both Senator Amy Klobuchar and Senator Tina Smith have officially opened their online application portals to accept FY27 Congressionally Designated Spending project requests, with all submissions due March 27. It is strongly recommended that any project already submitted to members of the U.S. House of Representatives also be submitted to both Senators. The U.S. Senate typically receives a larger allocation of CDS funds, enabling Senators to support a greater number of projects compared to House members. In many cases, House and Senate offices coordinate on shared priority projects to maximize funding opportunities. City Staff has made FY27 Community Project Funding Requests to Congressman Stauber for Eureka Ave that included \$950,000 and North Shore Drive/Trail that included \$14,840,000
- Since the submittal of these requests the City has also submitted a bonding request to Senator Houlsey and Representative Patti Anderson through the Minnesota Capital Investment Request (Bonding) requesting state bonding support in the amount of \$5.5 million for intersection improvements at TH 61 and 11<sup>th</sup> Avenue/CSAH 32.

**Next Steps**

- City Staff is looking for direction on what projects should be prioritized for submittal for the FY27 Congressionally Designated Spending Requests - Senate Submission Opportunity.
  - Staff recommends submitting the Eureka Ave Improvement Project again as this project is already in motion and shovel ready.
  - Should City Staff submit North Shore Drive/Trail with ongoing budget questions related to other projects and what the cost implications related to the overall budget may

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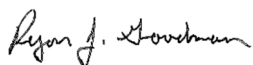
*The City of Forest Lake is dedicated to providing friendly and efficient city services that enhance the quality of life for those who visit, work and live in the community.*

affect. The City also now has a better understanding of the Hwy 8 project schedule upon recent conversations and North Shore Drive/Trail would be more practical to begin in 2029 or later.

- Should City Staff submit TH 61 and 11<sup>th</sup> Avenue/CSAH 32 intersection improvements considering how quickly this request surfaced and involves one local leg of the intersection or should this project be pursued with other resources?

If you have any questions about the updates, please feel free to contact me before the council meeting at 612-597-7140.

Sincerely,



Ryan J. Goodman, P.E.  
City Engineer  
(612) 597-7140