



CITY OF HOWARD LAKE

City Council Meeting

*The City of Howard Lake strives to build upon its good neighbor traditions –
A welcoming community for all, supported by vibrant and engaged businesses and community organizations, involved
citizens, and diverse amenities that provide a well-rounded quality of life.*

TENTATIVE AGENDA JANUARY 17, 2023 – 7:00 pm

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

Any additions, deletions, modifications to the agenda will be done at this time.

D. COUNCIL MEETING MINUTES

- a. Consider Approving Council Meeting Minutes from the December 5th Council Meeting.

E. CITIZEN INPUT

F. COUNCIL/COMMITTEE REPORT

G. DEPARTMENT REPORTS

H. CONSENT AGENDA

- a. Consider Accepting all Reports & Payment of Claims.
- b. Consider Refusing to Waive the Statutory Tort Liability Limit.
- c. Consider 2023 Meeting Schedule.
- d. Consider Approval of 2023 Fees and Charges Schedule.
- e. Consider Resolution 23-01 Approving 2023 Utility Enterprise Fees & Charges.
- f. Consider Approving Various Personnel Appointments.
- g. Consider Approval of Joint Powers Agreement for BCA.
- h. Consider Approval of 2023 Pay Equity Report.

I. PRESENTATIONS, PUBLIC HEARINGS & RELATED APPROVALS

- a. Gavin Woodland, Wright County Health Promotion Coordinator
- b. 2022 Project Awards
 - Kelli Bureau Home Team – Downtown Revitalization
 - Pit Stop-Mocha Moose-A&W Restaurant – Commercial Renovation
- c. Good Neighbor Days Committee Recognition
- d. Public Hearing – Well Head Protection Plan
- e. Public Hearing – TIF 1-23 Terning Trails Apartment [Continue to February 21, 2023]

J. NEW BUSINESS

- a. Discuss/Consider Modifications to Chapter 12.07 Semi Tractor Ordinance.
- b. Consider Approval of Well Head Protection Plan
- c. Consider Approval of Contract Modification for Design Services for Library Project.
- d. Consider Approval of Fee and Scope of Services for Parking Lot Reconstruction Project.
- e. Consider Repair/Replacement of Payloader.
- f. Consider 2023 Committee Appointments and Designations.

K. OLD BUSINESS

L. ADMINISTRATOR'S REPORT

M. ADJOURN

The City Council will adjourn to a Workshop following the regular meeting.



CITY OF HOWARD LAKE

Nicholas A. Haggenmiller, City Administrator

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HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

December 5, 2022

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman

Tom Kutz

Allan Munson

Jason Deiter

COUNCIL ABSENT

Gene Gilbert

STAFF PRESENT

Nick Haggenmiller, City Administrator

Meagan Theisen, Assistant City Administrator

ALSO PRESENT

Shannon Sweeny

CALL TO ORDER

Mayor Zimmerman called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

APPROVAL OF AGENDA

Haggenmiller requested to reverse the order of the Public Hearings.

Council Member Kutz moved to approve the agenda and reverse the order of the Public Hearings. The motion was seconded by Council Member Munson and passed unanimously.

APPROVAL OF MINUTES

Council Member Kutz moved to approve the minutes from the November 21st regular Council meeting. The motion was seconded by Council Member Munson and passed unanimously.

CITIZEN INPUT

No residents addressed the Council.

COUNCIL/COMMITTEE REPORT

N/A

DEPARTMENT REPORTS

N/A

CONSENT AGENDA

a. CONSIDER ACCEPTING ALL REPORTS AND PAYMENT OF CLAIMS

GENERAL FUND	60143-60231	\$124,737.10
PAYROLL	27186-27202, 502381-502435	\$113,192.33
ELECTRONIC	1324-1327	\$46,446.73
TOTAL		\$284,376.16

AMBULANCE CLAIMS	5914	\$304.42
ELECTRONIC		
TOTAL		\$304.42

b. Consider Approving Various 2023 Business Licenses

c. Consider Various Personnel Appointments.

Council Member Deiter moved to approve the Consent Agenda. The motion was seconded by Council Member Kutz and passed unanimously.

PUBLIC HEARING/PRESENTATION

Mayor Zimmerman closed the Regular Council Meeting at 7:03 pm.

Mayor Zimmerman opened the TIF 1-24 Passive Solar Housing Co-Op public hearing at 7:03 pm.

a. TIF 1-24 Passive Solar Housing Co-Op

Jon Deneen introduced himself to the Council and his business plan for the parcel in our industrial park. The plan for Passive Solar Housing is to have partial manufacturing in Winsted and a larger portion of the manufacturing in Howard Lake. The will have 4 locations in Minnesota, each covering a 100 mile radius.

Shannon Sweeny addressed the Council and introduced the TIF plan.

Mayor Zimmerman closed the Public Hearing at 7:20 pm.

Mayor Zimmerman opened the Regular Meeting at 7:20 pm.

New Business A - Council Member Kutz moved to approve Resolution 22-31 – establishing TIF 1-24. The motion was seconded by Council Member Munson and passed unanimously.

b. TIF 1-23 Terning Trails Multi-Family Development

Mayor Zimmerman closed the Regular Council Meeting at 7:21 pm.

Mayor Zimmerman opened the Public Hearing at 7:21 pm.

Council moved to continue the Public Hearing to the Tuesday, January 17th Council Meeting.

Mayor Zimmerman reopened the regular Council meeting at 7:24 pm.

c. Truth in Taxation 2023

Mayor Zimmerman closed the regular Council meeting at 7:24 pm.

Mayor Zimmerman opened the Public Hearing at 7:25 pm.

Haggenmiller reviewed the TNT presentation.

Mayor Zimmerman closed the public at 8:13 pm.

Mayor Zimmerman reopened the regular meeting at 8:13 pm.

NEW BUSINESS

b. Consider Various 2023 Levy & General Fund Budget Approvals

Haggenmiller presented the staff reports related to the Levy and General Fund Budget.

Council Member Kutz moved to approve Resolution 22-32 Adopting Final 2023 Tax Levy. The motion was seconded by Council Member Munson and passed unanimously.

Council Member Deiter moved to approve Resolution 22-32 Adopting Final 2023 Debt Service Levy. The motion was seconded by Council Member Kutz and passed unanimously.

Council Member Kutz moved to adopt the 2023 General Fund Budget. The motion was seconded by Council Member Deiter and passed unanimously.

c. Consider Resolution 22-34 Increasing the Howard Lake Fireman's Relief Association Benefit

Theisen presented the staff report.

Council Member Deiter moved to approve Resolution 22-34 Increasing the Howard lake Fireman's Relief Association Benefit. The motion was seconded by Council Member Munson and passed unanimously.

d. Consider Resolution 22-35 Approving 600 9th Street for Short Term Rental

Theisen presented the staff report to Council. According to the ordinance that was passed in the fall, Council approval and inspection will be required for Short Term Rental properties to operate.

Council Member Kutz moved to approve Resolution 22-35 Approving 600 9th Street for Short Term Rental. The motion was seconded by Council Member Deiter and passed unanimously.

e. Consider Approving Shoveling Assistance Program for Winter 2022-2023

Theisen presented the staff report, highlighting that this will only be for this season as residents transition to having to clear their own sidewalks.

Council Member Deiter moved to approve the Shoveling Assistance Program for Winter 2022-2023. The motion was seconded by Council Member Kutz and passed unanimously.

OLD BUSINESS

None.

ADMINISTRATORS REPORT

None.

ADJOURN

Council Member Kutz moved to adjourn the meeting at 8:29 pm. The motion was seconded by Council Member Munson and passed unanimously.

Attest – City Administrator/Clerk

Mayor

CITY OF HOWARD LAKE
CLAIMS & DONATIONS APPROVED
DATE - December1, 2022 - January 17, 2023

GENERAL FUND	CHECKS: 60232-60399	\$803,803.06
PAYROLL	27198-27227, 502413-502520	131,410.29
ELECTRONIC	1328-1350	<u>66,949.80</u>
TOTAL		\$1,002,163.15

AMBULANCE CLAIMS	CHECKS: 5914-5925	\$7,998.36
ELECTRONIC		
TOTAL		\$7,998.36

Approved:

1010 CITIZEN ALLIANCE

1328e	INTERNAL REVENUE SERVICE	12/2/2022	\$10,572.84	PR 12-02-2022
1329e	MN DEPT OF REVENUE	12/2/2022	\$1,882.78	PR 12-02-2022
1330e	PERA	12/2/2022	\$7,951.52	PR 12-02-2022
1331e	LEAP-WEX	12/2/2022	\$512.53	PR 12-02-2022
1342e	INTERNAL REVENUE SERVICE	12/16/2022	\$9,055.98	PR 12-16-2022
1343e	MN DEPT OF REVENUE	12/16/2022	\$1,664.17	PR 12-16-2022
1344e	PERA	12/16/2022	\$7,463.80	PR 12-16-2022
1345e	LEAP-WEX	12/16/2022	\$512.53	PR 12-16-2022
1346e	MN DEPT OF REVENUE	12/21/2022	\$9,438.00	Nov 2022 Sales Taxes
1347e	INTERNAL REVENUE SERVICE	12/30/2022	\$8,824.44	PR 12-30-2022
1348e	MN DEPT OF REVENUE	12/30/2022	\$1,695.51	PR 12-30-2022
1349e	PERA	12/30/2022	\$7,125.70	PR 12-30-2022
1350e	LEAP-WEX	12/30/2022	\$250.00	PR 12-30-2022
27198	DEITER, JASON	12/2/2022	\$1,847.00	
27199	KUTZ, TOM	12/2/2022	\$1,154.37	
27200	ZIMMERMAN, PETER A	12/2/2022	\$2,163.80	
27201	GOEPFERT, THOMAS	12/2/2022	\$406.54	
27202	BONNICK, STEVEN	12/2/2022	\$578.65	
27203	GOEPFERT, THOMAS	12/16/2022	\$244.93	
27204	ARNOLD, KAYLA	12/16/2022	\$178.96	
27205	DRUSCH, JACOB D	12/16/2022	\$294.46	
27206	MAGES, ALEX	12/16/2022	\$255.96	
27207	PETERSON, JEREMY	12/16/2022	\$182.23	
27208	SHEROD, JOSEPH L.	12/16/2022	\$230.87	
27209	STOLL, ERIC	12/16/2022	\$346.13	
27210	WIECH, KYLE	12/16/2022	\$46.17	
27211	MILLER, EDWARD M	12/16/2022	\$226.87	
27212	BONNICK, STEVEN	12/16/2022	\$99.56	
27213	CHAFFINS, GORDON	12/16/2022	\$55.41	
27214	KUTZ, TOM	12/30/2022	\$415.57	
27215	GOEPFERT, THOMAS	12/30/2022	\$504.06	
27216	MILLER, EDWARD M	12/30/2022	\$205.67	
27217	BONNICK, STEVEN	12/30/2022	\$503.99	
27218	MANZ, KRISTINA J	12/30/2022	\$150.07	
27219	GOEPFERT, THOMAS	1/13/2023	\$542.49	
27220	ARNOLD, KAYLA	1/13/2023	\$69.26	
27221	DRUSCH, JACOB D	1/13/2023	\$433.14	
27222	MAGES, ALEX	1/13/2023	\$160.94	
27223	STOLL, ERIC	1/13/2023	\$115.44	
27224	WIECH, KYLE	1/13/2023	\$202.14	
27225	MANZ, KRISTINA J	1/13/2023	\$217.81	
27226	MILLER, EDWARD M	1/13/2023	\$196.31	
27227	BONNICK, STEVEN	1/13/2023	\$262.86	
60232	BREAKTHRU BEVERAGE	12/9/2022	\$843.75	
60233	DAHLHEIMER BEVERAGE, LLC	12/9/2022	\$3,510.45	
60234	JOHNSON BROTHERS LIQUOR C	12/9/2022	\$30.88	Return credit 217757
60235	KEITH BOBROWSKE	12/9/2022	\$65.00	Cell Allowance
60236	BOLTON & MENK, INC	12/9/2022	\$2,494.00	
60237	CAPITOL BEVERAGE SALES	12/9/2022	\$4,491.54	
60238	CENTERPOINT ENERGY	12/9/2022	\$516.51	
60239	CENTURYLINK	12/9/2022	\$610.14	
60240	CINTAS	12/9/2022	\$195.79	
60241	COKATO PARTS CITY	12/9/2022	\$411.98	Ford Plow Truck
60242	COURI, & RUPPE, P.L.L.P.	12/9/2022	\$97.50	

60243	DAHLHEIMER BEVERAGE, LLC	12/9/2022	\$3,831.45	
60244	APRIL DEBNER	12/9/2022	\$100.00	Parks & Planning
60245	DEITER, JASON	12/9/2022	\$125.00	Parks & Planning
60246	DEPARTMENT OF PUBLIC SAFE	12/9/2022	\$20.00	
60247	FARM-RITE EQUIPMENT, INC	12/9/2022	\$152.15	
60248	FINKEN WATER CENTERS	12/9/2022	\$18.00	
60249	GENE GILBERT	12/9/2022	\$125.00	Parks & Planning
60250	GOPHER STATE ONE-CALL, INC	12/9/2022	\$36.45	
60251	BARBARA GUENIGSMAN	12/9/2022	\$125.00	Parks & Planning
60252	NICK HAGGENMILLER	12/9/2022	\$365.00	Cell Allowance
60253	HALVORSON LEGAL	12/9/2022	\$984.00	
60254	HIBBARD, MOLLY	12/9/2022	\$100.00	Parks & Planning
60255	HOWARD LAKE ROYALTY	12/9/2022	\$500.00	
60256	JOHNSON BROTHERS LIQUOR C	12/9/2022	\$854.22	
60257	VERN KLEVE	12/9/2022	\$100.00	Park & Planning
60258	MYRA LAWAY	12/9/2022	\$140.68	Cell Allowance
60259	MADDEN GALANTER HANSEN	12/9/2022	\$42.00	
60260	MARCO TECHNOLOGIES LLC	12/9/2022	\$456.90	
60261	DEBRA MCALPINE	12/9/2022	\$65.00	Car Allowance
60262	JARED MERGES	12/9/2022	\$65.00	Cell Allowance
60263	METRO WEST INSPECTION SER	12/9/2022	\$1,449.02	
60264	MUMFORD SANITATION	12/9/2022	\$11,530.80	COMPOST LEASE
60265	NELSON ELECTRIC MOTOR REP	12/9/2022	\$0.00	
60266	JIM OTTENSTROER	12/9/2022	\$65.00	Cell Allowance
60267	PAUSTIS WINE COMPANY	12/9/2022	\$215.00	
60268	PHILLIPS WINE & SPIRITS	12/9/2022	\$844.50	
60269	CLAYTON PRESTIDGE	12/9/2022	\$184.00	Cell Allowance
60270	RIDGEVIEW MEDICAL CENTER	12/9/2022	\$276.00	Exam
60271	SCHMIDT, JEAN	12/9/2022	\$100.00	Park & Planning
60272	THEISEN, MEAGAN	12/9/2022	\$276.72	Cell Allowance
60273	TK ELEVATOR	12/9/2022	\$529.20	
60274	T-MOBILE	12/9/2022	\$382.35	
60275	US BANK	12/9/2022	\$550.00	GO Tax Abatement Bond, 2018A
60276	VINOCOPIA, INC	12/9/2022	\$231.00	
60277	WATERVILLE FOOD & ICE	12/9/2022	\$78.72	
60278	WINE MERCHANTS	12/9/2022	\$297.08	
60279	WRIGHT COUNTY HIGHWAY DE	12/9/2022	\$14,797.84	
60280	XCEL ENERGY	12/9/2022	\$8,328.07	
60281	ACE SOD COMPANY	12/20/2022	\$0.00	
60282	BANYON DATA SYSTEMS INC	12/20/2022	\$200.00	
60283	BELLBOY CORPORATION	12/20/2022	\$1,918.98	
60284	KEITH BOBROWSKE	12/20/2022	\$402.07	
60285	BRASS FOUNDRY BREWING CO	12/20/2022	\$182.92	
60286	CAPITOL BEVERAGE SALES	12/20/2022	\$2,303.94	
60287	CINTAS	12/20/2022	\$76.43	
60288	DAHLHEIMER BEVERAGE, LLC	12/20/2022	\$2,433.90	
60289	EMERYS TRUCK & TRAILER REP	12/20/2022	\$851.52	
60290	HEIMAN FIRE EQUIPMENT, INC	12/20/2022	\$8,607.46	
60291	HERALD JOURNAL PUBLISHING	12/20/2022	\$174.80	
60292	JOE'S SPORT SHOP	12/20/2022	\$1,111.41	
60293	JOHNSON BROTHERS LIQUOR C	12/20/2022	\$1,300.07	
60294	KARIN ANDERSON GRANTWRITI	12/20/2022	\$1,200.00	
60295	KRWC	12/20/2022	\$50.00	
60296	MYRA LAWAY	12/20/2022	\$65.29	
60297	LITTLE FALLS MACHINE, INC	12/20/2022	\$210.27	

60298	MARCO	12/20/2022	\$382.64	
60299	MEDIACOM LLC	12/20/2022	\$276.17	
60300	MENARDS-BUFFALO	12/20/2022	\$204.83	
60301	JARED MERGES	12/20/2022	\$75.00	
60302	MN PEIP	12/20/2022	\$17,975.43	January 2023
60303	MN VALLEY TESTING LAB	12/20/2022	\$26.06	
60304	NORTHWEST ASSOC CONSULT	12/20/2022	\$1,671.50	
60305	JIM OTTENSTROER	12/20/2022	\$87.99	
60306	PHILLIPS WINE & SPIRITS	12/20/2022	\$1,134.00	
60307	PIT STOP TIRE & AUTO	12/20/2022	\$967.32	
60308	PLUNKETT'S PEST CONTROL	12/20/2022	\$155.27	
60309	PREMIUM WATERS, INC	12/20/2022	\$183.85	
60310	SQUIRRELS LANDSCAPING	12/20/2022	\$990.00	
60311	STREICHER'S	12/20/2022	\$274.98	
60312	THEISEN, MEAGAN	12/20/2022	\$102.57	
60313	WEX BANK	12/20/2022	\$151.92	
60314	WRIGHT HENNEPIN ELECTRIC	12/20/2022	\$1,117.00	
60315	HOWARD LAKE POSTMASTER	12/21/2022	\$373.56	
60316	ACE SOD COMPANY	12/21/2022	\$1,073.80	
60317	NELSON ELECTRIC MOTOR REP	12/21/2022	\$600.00	
60318	AMERICAN SOLUTIONS FOR BU	12/28/2022	\$908.95	
60319	AR ENGH HEATING & AIR	12/28/2022	\$110.00	
60320	BELLBOY CORPORATION	12/28/2022	\$615.08	
60321	BREAKTHRU BEVERAGE	12/28/2022	\$1,053.28	
60322	CAPITOL BEVERAGE SALES	12/28/2022	\$9,246.75	
60323	CINTAS	12/28/2022	\$133.00	
60324	COKATO PARTS CITY	12/28/2022	\$319.97	
60325	COKATO TRANSPORTATION, IN	12/28/2022	\$90.00	
60326	DAHLHEIMER BEVERAGE, LLC	12/28/2022	\$4,449.04	CREDITS
60327	EARTHLINK INC	12/28/2022	\$13.95	
60328	EMERYS TRUCK & TRAILER REP	12/28/2022	\$649.30	
60329	FARM-RITE EQUIPMENT, INC	12/28/2022	\$166.42	
60330	FORSMAN PROPERTIES, LLC	12/28/2022	\$246,378.97	2ND HALF PAY TIF 1-18
60331	HAWKINS, INC	12/28/2022	\$1,739.97	
60332	JOE'S SPORT SHOP	12/28/2022	\$1,408.42	
60333	JOHNSON BROTHERS LIQUOR C	12/28/2022	\$1,951.69	
60334	MYRA LAWAY	12/28/2022	\$26.21	
60335	MIDWEST MACHINERY CO	12/28/2022	\$44.86	
60336	MN VALLEY TESTING LAB	12/28/2022	\$26.06	
60337	536600-NCBERS GROUP LIFE IN	12/28/2022	\$32.00	Jan 2023
60338	PAUMEN COMPUTER SERVICES	12/28/2022	\$659.89	
60339	PAUSTIS WINE COMPANY	12/28/2022	\$390.50	
60340	PHILLIPS WINE & SPIRITS	12/28/2022	\$1,485.03	
60341	THE LODGE OF HOWARD LAKE,	12/28/2022	\$11,139.87	2ne half pay 2022 TIF 2-16
60342	DAVE THOMPSON	12/28/2022	\$979.51	Holiday gifts
60343	ULINE	12/28/2022	\$397.74	
60344	VIKING BEVERAGES.	12/28/2022	\$87.95	
60345	WASTEWATER COMMISSION	12/28/2022	\$17,500.00	228 Terning Way
60346	WATERVILLE FOOD & ICE	12/28/2022	\$85.81	
60347	WELLES, GEOFFERY	12/28/2022	\$350.00	
60348	BOARMAN KROOS VOGEL GRO	12/30/2022	\$1,756.45	
60349	BOLTON & MENK, INC	12/30/2022	\$11,641.00	
60350	CAPITOL BEVERAGE SALES	12/30/2022	\$5,239.79	
60351	CENTERPOINT ENERGY	12/30/2022	\$1,714.53	
60352	CENTURYLINK	12/30/2022	\$92.42	

60353	CINTAS	12/30/2022	\$76.43	
60354	DAHLHEIMER BEVERAGE, LLC	12/30/2022	\$881.50	
60355	FOSS, MARIE	12/30/2022	\$150.00	Swimming lessons
60356	HAWKINS, INC	12/30/2022	\$20.00	
60357	JOE'S SPORT SHOP	12/30/2022	\$60.06	
60358	MIDWEST MACHINERY CO	12/30/2022	\$3,482.49	
60359	MUMFORD SANITATION	12/30/2022	\$11,525.75	COMPOST LEASE
60360	PRECISION WELDING LLC	12/30/2022	\$180.00	
60361	STREICHER'S	12/30/2022	\$21.98	
60362	VERIZON	12/30/2022	\$80.02	
60363	VISA	12/30/2022	\$678.24	
60364	VISA	12/30/2022	\$1,710.06	
60365	BELLBOY CORPORATION	1/12/2023	\$3,403.91	
60366	KEITH BOBROWSKE	1/12/2023	\$65.00	Cell Allowance January
60367	BREAKTHRU BEVERAGE	1/12/2023	\$8,306.50	
60368	CINTAS	1/12/2023	\$152.86	
60369	CR ELECTRIC	1/12/2023	\$20,173.05	Street light repair
60370	DAHLHEIMER BEVERAGE, LLC	1/12/2023	\$8,848.25	
60371	DAILEY DATA & ASSOCIATES, IN	1/12/2023	\$1,600.00	Contract service 2023
60372	EMERGENCY AUTOMOTIVE	1/12/2023	\$304.50	
60373	FIRST SECURITY BANK HENDRI	1/12/2023	\$30,630.00	2021A GO Bonds
60374	NICK HAGGENMILLER	1/12/2023	\$365.00	Cell Allowance-January 2023
60375	HOWARD LAKE POSTMASTER	1/12/2023	\$2,058.40	Envelopes w/postage
60376	HOWARD LAKE POSTMASTER	1/12/2023	\$30.72	Mailing new resident packets
60377	IAPE	1/12/2023	\$65.00	IAPE membership
60378	JOHNSON BROTHERS LIQUOR C	1/12/2023	\$5,111.55	
60379	MYRA LAWAY	1/12/2023	\$65.00	Cell Allowance-January 2023
60380	MARCO TECHNOLOGIES LLC	1/12/2023	\$511.85	LS Phone
60381	DEBRA MCALPINE	1/12/2023	\$65.00	Car Allowance-January
60382	MEDIACOM LLC	1/12/2023	\$11.27	
60383	JARED MERGES	1/12/2023	\$65.00	Cell Allowance-January
60384	MIDWEST MACHINERY CO	1/12/2023	\$5.94	
60385	MN PEIP	1/12/2023	\$17,975.43	
60386	MN VALLEY TESTING LAB, INC	1/12/2023	\$26.06	
60387	NORTHLAND TRUST SERVICES,	1/12/2023	\$150,595.00	2014A Bond
60388	JIM OTTENSTROER	1/12/2023	\$65.00	Cell Allowance-January
60389	PHILLIPS WINE & SPIRITS	1/12/2023	\$597.05	
60390	CLAYTON PRESTIDGE	1/12/2023	\$65.00	Cell Allowance-January
60391	THEISEN, MEAGAN	1/12/2023	\$215.00	Cell Allowance-January
60392	US BANK	1/12/2023	\$89,758.75	2019A Bonds
60393	VERIZON CONNECT NWF, INC	1/12/2023	\$97.14	
60394	VIKING BEVERAGES.	1/12/2023	\$266.05	
60395	WATERVILLE FOOD & ICE	1/12/2023	\$77.59	
60396	WELLES, GEOFFERY	1/12/2023	\$437.50	Website hours
60397	WINE MERCHANTS	1/12/2023	\$1,241.50	
60398	XCEL ENERGY	1/12/2023	\$8,244.91	
60399	HOWARD LAKE POSTMASTER	1/13/2023	\$29.70	postage
502413e	CARGILL, ZACHARY C	12/2/2022	\$699.56	
502414e	GILBERT, EMMAGENE	12/2/2022	\$1,124.74	
502415e	HAGGENMILLER, NICHOLAS A	12/2/2022	\$3,488.93	
502416e	MERGES, JARED M	12/2/2022	\$3,232.24	
502417e	MONSON, GABRIEL J	12/2/2022	\$178.60	
502418e	MUNSON, ALLAN W.	12/2/2022	\$1,124.74	
502419e	THEISEN, MEAGAN	12/2/2022	\$1,983.60	
502420e	OTTENSTROER, JAMES D	12/2/2022	\$1,842.16	

502421e	PRESTIDGE, CLAYTON P	12/2/2022	\$1,585.86
502422e	SWENDSEN, JENNIFER	12/2/2022	\$2,291.17
502423e	DULLE, KAREN A.	12/2/2022	\$380.91
502424e	LAWAY, MYRA	12/2/2022	\$2,718.39
502425e	MCALPINE, DEBRA-ANN	12/2/2022	\$1,056.02
502426e	MCALPINE, LEXI	12/2/2022	\$44.47
502427e	OTTENSTROER, MACKENZIE R	12/2/2022	\$172.53
502428e	REMER, TANYA M	12/2/2022	\$975.05
502429e	VIRNACA, TASIA, R	12/2/2022	\$476.16
502430e	HAGLIN, SERENA P	12/2/2022	\$172.32
502431e	JOHNSON, JACOB D	12/2/2022	\$2,407.36
502432e	PREUSSE, MITCHELL D	12/2/2022	\$542.54
502433e	SZCZEPANIK, DARIUSZ J	12/2/2022	\$2,518.86
502434e	THOMPSON, DAVID G	12/2/2022	\$2,372.46
502435e	THOMPSON, KYLE	12/2/2022	\$295.01
502436e	CARGILL, ZACHARY C	12/16/2022	\$487.56
502437e	HAGGENMILLER, NICHOLAS A	12/16/2022	\$3,488.93
502438e	MERGES, JARED M	12/16/2022	\$2,225.22
502439e	MONSON, GABRIEL J	12/16/2022	\$226.27
502440e	THEISEN, MEAGAN	12/16/2022	\$1,983.60
502441e	ZANDER, SHARI	12/16/2022	\$1,413.99
502442e	OTTENSTROER, JAMES D	12/16/2022	\$1,639.27
502443e	PRESTIDGE, CLAYTON P	12/16/2022	\$1,374.30
502444e	SWENDSEN, JENNIFER	12/16/2022	\$2,291.17
502445e	BERG, TIMOTHY W	12/16/2022	\$69.26
502446e	BOBROWSKE, KEITH	12/16/2022	\$230.87
502447e	BRAVINDER, SETH Z	12/16/2022	\$115.44
502448e	DALBEC, JOSHUA S	12/16/2022	\$236.71
502449e	DALBEC, MATTHEW R	12/16/2022	\$161.61
502450e	KITTOCK, BRIAN	12/16/2022	\$92.35
502451e	KITTOCK, NICOLE D	12/16/2022	\$359.40
502452e	LOEBERTMANN, AMANDA G	12/16/2022	\$369.40
502453e	LOEBERTMANN, CRAIG	12/16/2022	\$377.91
502454e	PETERSON, DAVID T	12/16/2022	\$253.96
502455e	STUEVEN, MARK J	12/16/2022	\$23.09
502456e	DULLE, KAREN A.	12/16/2022	\$180.67
502457e	LAWAY, MYRA	12/16/2022	\$2,000.56
502458e	MCALPINE, DEBRA-ANN	12/16/2022	\$1,161.92
502459e	MCALPINE, LEXI	12/16/2022	\$63.53
502460e	OTTENSTROER, MACKENZIE R	12/16/2022	\$170.08
502461e	REMER, TANYA M	12/16/2022	\$915.41
502462e	VIRNACA, TASIA, R	12/16/2022	\$361.44
502463e	HALL, JUSTIN D	12/16/2022	\$123.20
502464e	JOHNSON, JACOB D	12/16/2022	\$2,088.49
502465e	PREUSSE, MITCHELL D	12/16/2022	\$329.99
502466e	SZCZEPANIK, DARIUSZ J	12/16/2022	\$1,969.67
502467e	THOMPSON, DAVID G	12/16/2022	\$2,372.46
502468e	THOMPSON, KYLE	12/16/2022	\$939.33
502469e	CARGILL, ZACHARY C	12/30/2022	\$416.74
502470e	HAGGENMILLER, NICHOLAS A	12/30/2022	\$3,718.99
502471e	MERGES, JARED M	12/30/2022	\$2,771.37
502472e	MONSON, GABRIEL J	12/30/2022	\$167.99
502473e	THEISEN, MEAGAN	12/30/2022	\$2,138.58
502474e	OTTENSTROER, JAMES D	12/30/2022	\$2,194.46
502475e	PRESTIDGE, CLAYTON P	12/30/2022	\$1,688.20

502476e	SWENDSEN, JENNIFER	12/30/2022	\$2,291.17
502477e	DULLE, KAREN A.	12/30/2022	\$330.84
502478e	LAWAY, MYRA	12/30/2022	\$2,221.85
502479e	MCALPINE, DEBRA-ANN	12/30/2022	\$1,161.92
502480e	OTTENSTROER, MACKENZIE R	12/30/2022	\$141.73
502481e	REMER, TANYA M	12/30/2022	\$772.52
502482e	VIRNACA, TASIA, R	12/30/2022	\$211.26
502483e	HAGLIN, SERENA P	12/30/2022	\$164.31
502484e	HALL, JUSTIN D	12/30/2022	\$161.43
502485e	JOHNSON, JACOB D	12/30/2022	\$2,040.79
502486e	PREUSSE, MITCHELL D	12/30/2022	\$229.33
502487e	SZCZEPANIK, DARIUSZ J	12/30/2022	\$2,004.03
502488e	THOMPSON, DAVID G	12/30/2022	\$2,406.82
502489e	THOMPSON, KYLE	12/30/2022	\$446.83
502490e	CARGILL, ZACHARY C	1/13/2023	\$622.71
502491e	HAGGENMILLER, NICHOLAS A	1/13/2023	\$3,717.85
502492e	MERGES, JARED M	1/13/2023	\$1,979.37
502493e	MONSON, GABRIEL J	1/13/2023	\$92.13
502494e	THEISEN, MEAGAN	1/13/2023	\$2,121.08
502495e	OTTENSTROER, JAMES D	1/13/2023	\$1,947.85
502496e	PRESTIDGE, CLAYTON P	1/13/2023	\$1,516.12
502497e	SWENDSEN, JENNIFER	1/13/2023	\$2,357.41
502498e	BERG, TIMOTHY W	1/13/2023	\$46.17
502499e	BOBROWSKE, KEITH	1/13/2023	\$207.79
502500e	BRAVINDER, SETH Z	1/13/2023	\$92.35
502501e	DALBEC, JOSHUA S	1/13/2023	\$298.38
502502e	DALBEC, MATTHEW R	1/13/2023	\$253.96
502503e	KITTOCK, BRIAN	1/13/2023	\$46.17
502504e	KITTOCK, NICOLE D	1/13/2023	\$451.75
502505e	LOEBERTMANN, AMANDA G	1/13/2023	\$346.31
502506e	LOEBERTMANN, CRAIG	1/13/2023	\$300.14
502507e	PETERSON, DAVID T	1/13/2023	\$507.92
502508e	STUEVEN, MARK J	1/13/2023	\$69.26
502509e	DULLE, KAREN A.	1/13/2023	\$227.03
502510e	LAWAY, MYRA	1/13/2023	\$2,059.90
502511e	MCALPINE, DEBRA-ANN	1/13/2023	\$1,296.40
502512e	OTTENSTROER, MACKENZIE R	1/13/2023	\$196.53
502513e	REMER, TANYA M	1/13/2023	\$878.02
502514e	VIRNACA, TASIA, R	1/13/2023	\$428.30
502515e	HALL, JUSTIN D	1/13/2023	\$210.96
502516e	JOHNSON, JACOB D	1/13/2023	\$1,901.88
502517e	PREUSSE, MITCHELL D	1/13/2023	\$475.42
502518e	SZCZEPANIK, DARIUSZ J	1/13/2023	\$2,018.50
502519e	THOMPSON, DAVID G	1/13/2023	\$2,466.21
502520e	THOMPSON, KYLE	1/13/2023	\$522.86

Total Checks	\$1,002,163.15
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CITY OF HOWARD LAKE

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Page 1

***Check Summary Register©**

Checks 12/1/22-1/17/23

	Name	Check Date	Check Amt	
1012	CAB - AMBULANCE			
5914	VISA	12/1/2022	\$304.42	
5915	BOUNDTREE MEDICAL	12/29/2022	\$955.51	
5916	CENTRAL MCGOWAN, INC	12/29/2022	\$28.35	
5917	CITY OF HOWARD LAKE	12/29/2022	\$4,275.00	Payroll - November
5918	CROWN COLLEGE	12/29/2022	\$450.00	
5919	JACOB DRUSCH	12/29/2022	\$38.52	AED batteries
5920	EAC SUBMISSIONS	12/29/2022	\$54.60	
5921	HOWARD LAKE TIRE & AUTO	12/29/2022	\$909.61	
5922	JOE'S SPORT SHOP	12/29/2022	\$334.38	
5923	KEAVENY PHARMACY	12/29/2022	\$31.50	
5924	JOE SHEROD	12/29/2022	\$90.58	
5925	VISA	12/30/2022	\$525.89	
		Total Checks	\$7,998.36	



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 17, 2023

AGENDA ITEM: Consider Tort Liability Waiver for League of Minnesota Cities Insurance Trust Policy

SECTION: Consent

FROM: Nick Haggenmiller, City Administrator
Meagan Theisen, Assistant City Administrator

BACKGROUND: Annually, the council must decide if it wishes to not waive the city's salutatory tort limits for liability coverages.

COMMENTS: By not waiving our statutory tort limits, we are telling LMCIT that any claims where limits of liability apply will be governed by those limits. \$500,000 per person | \$1.5 Million of liability coverage.

FINANCIAL IMPACT: Open

LEGAL: This action is recommended by both legal counsel and insurance representation.

STAFF RECOMMENDATION: As in previous years, it is recommended that the city continues the practice of NOT waiving our statutory tort limits.

ATTACHMENTS:

1. LMC Form

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to psstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

City of Howard Lake

Check one:



The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).



The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: January 17, 2023

Signature: _____

Position: _____



HOWARD LAKE CITY COUNCIL MEETING

January 17, 2023

AGENDA ITEM: Consider 2023 Meeting Schedule

SECTION: Consent

FROM: Nick Haggemiller, City Administrator
Meagan Theisen, Assistant City Administrator

BACKGROUND: Annually, part of the regular organizational matters of the City, council approves the date and time of regularly scheduled council meetings. The attached meeting schedule maintains once per month council meetings to be held the third Monday at 7:00 pm at Howard Lake City Hall. In the event of special circumstances such as holidays, elections etc. adjustments have been made.

The Parks & Planning Commission will approve the PPC meeting dates and time at the PPC meeting on February 8, 2023.

DECISION MAKING METRICS:

FINANCIAL: This has no direct financial impact. Council compensation would remain the same on an annual basis regardless of changes made to the meeting schedule.

LEGAL: Council is required to adopt proposed meeting dates. Any special meetings or deviations require special notice to be in compliance with Open Meeting Law.

STRATEGIC PLAN: Sustain and Enhance Community Traditions

STAFF RECOMMENDATION: Approve the 2023 Meeting Dates as presented.

ALTERNATIVE OPTIONS: Open

ATTACHMENTS:

1. Proposed 2023 Meeting Schedule



CITY OF HOWARD LAKE

625 8TH Avenue - PO Box 736 - Howard Lake, MN 55349

Phone: 320-543-3670 | cityadmin@howard-lake.mn.us | www.howard-lake.mn.us

City Council 2023 Regular Meeting Schedule

3rd Monday of Every Month at 7 pm

**Except January, February and December

*January 17, 2023
*February 21, 2023
March 20, 2023
April 17, 2023
May 15, 2023
June 19, 2023
July 17, 2023
August 21, 2023
September 18, 2023
October 16, 2023
November 20, 2023
*December 4, 2023

Parks & Planning Commission 2023 Regular Meeting Schedule

2nd Wednesday of Every Month at 6 pm

February 8, 2023
March 8, 2023
April 12, 2023
May 10, 2023
June 14, 2023
July 12, 2023
August 9, 2023
September 13, 2023
October 11, 2023
November 8, 2023



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 17, 2023

AGENDA ITEM: Consider Adopting 2023 Fee Schedule

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: Many of fees and charges are proposed to remain unchanged for 2023. Below is the list of the proposed changes.

FEE	Current	Proposed	Unit
1. Garbage Service Changes	\$15	\$15	Per Request **Now enforced**
2. Clean Up Day Rates – Appliances	\$10	\$15	Per Item
3. Side Walk Snow Removal	N/A	\$100	Per Person/Per Hour
4. Short Term Rental License	N/A	\$150	Per Location/Yearly

Notes

- Existing residents requesting a change in size of their garbage container will pay a one-time fee of \$15, which will be included on their next utility bill.
- Disposal prices have increased.
- Residents are required to clear the sidewalk adjacent to their property. If it is not cleared, the City will clear it for a minimum of \$100 per person/per hour and bill the resident. If the resident fails to pay, it will be assessed to their property at the end of the year.
- Short Term Rental Licenses were approved by ordinance in 2022.

ALTERNATIVE OPTIONS: Discussion

FINANCIAL: Open.

STAFF RECOMMENDATION: Approve the 2023 Fees and Charges Schedule as presented.

ATTACHMENTS:

- Proposed 2023 Fee Schedule



CITY OF HOWARD LAKE 2023 MASTER FEE SCHEDULE

Page

Administrative Fees.....	1
Room and Park Rental Fees.....	1
Building Inspection Fess.....	1
Commercial and Non Maintenance Residential.....	1
Building.....	2
Planning and Zoning.....	2
Planned Unit Development.....	2
Subdivision.....	2
Variances	2
Utility Hookup Charges.....	3
Water and Sewer Utility Rate.....	3
Garbage and Recycling Rates.....	3
City Wide Clean Up Rates.....	3
Police Department Fees.....	3
Public Works Rates.....	3
Parking Violations.....	4
Public Nuisances.....	4
Liquor License Fees.....	4
Fire Response Fees.....	4

City of Howard Lake 2023 Fee Schedule

ADMINISTRATIVE	FEE	DESCRIPTION AND/OR ESCROW
Copies	\$0.25	per page
Video/DVD Copy	\$20.00	
Special Assessment Search	\$25.00	
Police Reports	\$0.25	per page
Special Meetings	\$375.00	each for City Council or P & Z
Send or Receive Faxes- Any Number	\$2.00	
Copy of Zoning Ordinance	\$35.00	.25 per page for text only
Copy of Zoning Map	\$2.00	color
Copy of Land Use Map	\$2.00	color
Copy of Subdivision Ordinance	\$35.00	\$.25 per page for text only
Copy of Comprehensive Plan	\$50.00	\$.25 per page for text only
City Map	\$5.00	color
Adult Use License Fee	\$2,000.00	(See Adult Use Ordinance)
Background Check Fee	\$500.00	(See Adult Use Ordinance)
Dog/Cat License	\$5.00	
Chicken License	\$25.00	Initial License Application
	\$10.00	Annual Renewal
Cigarette (Tobacco) License	\$50.00	
Licensing of Use of Public Property	\$100.00	
Peddlers & Solicitors Background Check	\$35.00	Per Person
Licensing of Peddlers & Solicitors	\$50.00	1 – 14 Days
	\$100.00	1 Month
Data & FOIA Requests	\$0.25	B&W Copies (Per Page)
	\$1.00	Color (per page)
	\$50.00	Staff Time (Per Hour)
Special Vehicle Permit	\$10.00	per vehicle
Administrative Citation	\$50.00	1 st citation
	\$100.00	2 nd & additional citations
H.L. PROPERTY RENTAL	FEE	DESCRIPTION AND/OR ESCROW
Community Room	\$75.00	6 hours or less
	\$150.00	more than 6 hours
Memorial Park or Lions Park Pavilion	\$75.00	6 hours or less
	\$150	6 hours or more
BUILDING INSPECTIONS	FEE	DESCRIPTION AND/OR ESCROW
Single Family Residential Rental Certification	\$100.00	Initial Registration & Initial Inspection
	\$50.00	Renewal (3 years)
Multi-Family Residential Rental Certification	\$100.00	Initial Registration & Initial Inspection + \$10/unit over 4
	\$50.00	Renewal (3 years) + \$10 /unit over 4 units
Commercial/Non Maintenance Residential	FEE	DESCRIPTION AND/OR ESCROW
Plumbing Permit	\$5.00	Per fixture, minimum of \$40
HVAC/General Mechanical	\$61.00	Per Unit
Window Replacement	\$61.00	Flat Fee regardless of number of windows installed
Siding Replacement	\$61.00	
Roofing Permit	\$61.00	
Misc./Unclassified Inspections	\$61.00	
Curb & Gutter Permit	\$60.00	
Driveway Permit	\$1,000.00	Escrow (Up to \$900 Refunded)

BUILDING	FEE	DESCRIPTION AND/OR ESCROW
<i>Valuation Based Building Permits</i>		
New Residential Valuation	\$60	Per home/permit
New Commercial Valuation	\$60	Per Structure
New Construction/Additions/Remodels	TBD	1985 UBC Fee Schedule
Sheds (larger than 120 sq. ft.)	TBD	1985 UBC Fee Schedule
Decks	TBD	1985 UBC Fee Schedule
Garages	TBD	1985 UBC Fee Schedule
Basement Finishes	TBD	1985 UBC Fee Schedule
Fire Suppression Systems	TBD	1985 UBC Fee Schedule
Other Building Permits	TBD	1985 UBC Fee Schedule

PLANNING AND ZONING	FEE	DESCRIPTION AND/OR ESCROW
<i>APPLICATIONS</i>		
Sign Permit	\$60.00	
Administrative Permit	\$50.00	\$250
Fence Permit	\$60.00	
Sheds (less than 120 square feet)	\$60.00	
Right of Way Permit	\$60.00	\$2,000 Escrow
Interim Use Fee	\$75.00	\$500
Annexation by Ordinance Fee	\$200.00	Plus Legal Fees & State Filing Fees
Orderly Annexation Fee		To be determined by the City Council
Land Use Plan Amendment	\$300.00	\$2,000
Rezoning	\$200.00	\$1,000
Zoning Text Amendment	\$200.00	\$1,000
Site Plan Review	\$200.00	\$500
Conditional Use Permit	\$150.00	\$500
<i>PLANNED UNIT DEVELOPMENT</i>		
General Plan	\$300.00	\$1,000
Final Plan	\$300.00	\$1,000
Amendments	\$250.00	\$1,000
<i>SUBDIVISION</i>		
Minor (3 or less lots)	\$100.00	
Preliminary Plat	\$400.00	Plus \$10/per lot 0 - 40 Acres
Final Plat	\$400.00	Plus \$10/per lot 41 - 80 Acres
Street/Alley Vacation	\$100.00	Plus Legal Fees
Utility Feasibility Study		Determined by Engineer
Street Damage Deposit	\$1,000.00	
Parkland Dedication		10% land or 10% land value
TIF District Modification	\$6,000.00	
Grading Permit	\$100.00	
		SUBDIVISION ESCROWS = 1-9 \$1000.00
		10-50 \$3000.00
		51 plus \$5000.00
<i>VARIANCES</i>		
Residential		\$200 + \$250 Escrow
Commercial & Industrial		\$200 + \$250 Escrow

UTILITY HOOK UP CHARGES	FEE	DESCRIPTION AND/OR ESCROW
Sewer Inspection Fee	\$100.00	
Water Inspection Fee	\$100.00	
Water Meter	¾" \$250.00 1" \$400.00	
Utility Ordinance Violations	\$100.00	(Per Month) Ie: Failure to comply with meter swap out, inspections, access etc.
Water Connection or Turn On Water	\$32.00	
Water Disconnection or Turn Off Water	\$32.00	
Sewer Access Charge (RES.)	\$4,500.00	
Water Access Charge (RES.)	\$3,100.00	
Sewer Access Charge (Comm./Ind.)	\$4,500.00	times residential equivalency
Water Access Charge (Comm./Ind.)	\$3,100.00	times residential equivalency
Sanitary Sewer Trunk Fee	\$4,082.00	per Acre
Water Main Area Fee	\$2,711.00	per Acre
Storm Sewer Area Fee	\$500.00	per Acre
Meter Bypass Fine	\$200.00	
Water Ban Violation	\$100.00	
City Staff Meter or Utility Inspection	\$25.00	
No Read Fee (Utility Meter)	\$20.00	To Be Removed after total Conversion
WATER AND SEWER UTILITY RATES	FEE	DESCRIPTION AND/OR ESCROW
Water	\$4.26	per 1000 gallons plus \$26.88 base rate
Wastewater Treatment Plant	\$7.41	per 1000 gallons
Sewer	\$8.87	per 1000 gallons plus \$30.87 base rate
MN Testing fee	\$0.81	per month
Storm Water	\$7.99	per month
Technology Fee	\$2.75	per month
GARBAGE/RECYCLING RATES	FEE	DESCRIPTION AND/OR ESCROW
30 Gallons/Weekly	\$10.70	per month
60 Gallons/Weekly	\$14.40	per month
90 Gallons/Weekly	\$15.80	per month
Biweekly recycling	\$2.25	per month
Service Changes	\$15.00	
CITY WIDE CLEAN UP RATES (subject to change)	FEE	DESCRIPTION AND/OR ESCROW
Appliances	\$15.00	
Small Load	\$10.00	
Medium Load	\$15.00	
Large Load	\$20.00	
Appliances with Freon	\$10.00	
Electronics	\$10.00	
Flat Screen TV	\$10 + \$1/Inch	
Monitors, Tube TVs	\$50.00	
Couches	\$30.00	
Small Upholstery/Cushioned Furniture	\$10.00	
Tires	\$5.00	\$10.00 w/ Rim
Mattress/Box Spring	\$30.00	\$30.00/each
POLICE DEPARTMENT FEES	FEE	DESCRIPTION AND/OR ESCROW
Off Duty Police Officer	\$50.00	per hour
Reserve Officer	\$20.00	per hour
PUBLIC WORKS	FEE	DESCRIPTION AND/OR ESCROW
City Staff	\$100.00	per person per hour
Small Truck	\$100.00	per truck per hour
Pay loader	\$100.00	per hour

PARKING VIOLATIONS	FEE	DESCRIPTION AND/OR ESCROW
Handicap Zone (MS 169.346.3)	\$208.00	
Fire Lane	\$50.00	
Snowbird	\$50.00	
Blocking Fire Hydrant	\$50.00	
No Parking 2AM to 6AM	\$50.00	
Other Parking Violations	\$50.00	
Vehicle Towing	\$150.00	
Storage of Towed Vehicle	\$10.00	per day
PUBLIC NUISANCES	FEE	DESCRIPTION AND/OR ESCROW
Weeds and Blight	\$100.00	per hour/per person + any incurred costs to abate
Sidewalk Snow Removal	\$100.00	Per hour/per person + any incurred costs to abate
Amplified Sound in Motor Vehicle	\$72.00	
Loud Party	\$96.00	
Curfew Violations (1st offense only)	\$30.00	
Dumping Trash - Small	\$68.00	
Dumping Trash - Large	\$220.00	
Open Fire Violation	\$50.00	
Snowmobile/ATV/Golf Cart Violations	\$88.00	
Loose Dog/Cat Fine	\$50.00	1st
	\$100.00	2nd
	\$150.00	3rd
LIQUOR LICENSE FEES	FEE	DESCRIPTION AND/OR ESCROW
Off Sale 3.2 Malt Liquor	\$200.00	
On Sale 3.2 Malt Liquor	\$200.00	
On Sale Wine	\$200.00	
Off Sale Intoxicating	\$200.00	
On Sale Intoxicating	\$2,000.00	
License for Set Ups	\$150.00	
Sunday Liquor	\$200.00	
Temporary On Sale Event	\$1,500.00	Unless waived by City Council
EMERGENCY RESPONSE FEES	FEE	DESCRIPTION AND/OR ESCROW
FIRE		
Engine	\$275.00	per hour (up to 4 personnel)
Ladder/Aerial	\$275.00	per hour (up to 4 personnel)
Water Tender	\$200.00	per hour (up to 2 personnel)
Heavy Rescue/Rescue/Ambulance	\$185.00	per hour (up to 2 personnel)
Command Vehicle/Utility Truck/ Grass Truck	\$85.00	per hour (up to 2 personnel)
ATV/UTV with water tank	\$50.00	per hour (up to 2 personnel)
Extra Personnel	\$15.00	per hour/per person
COUNTY-WIDE RESPONSE TEAMS		
Special Response Unit	\$500.00	
Fire Investigation Team	\$300.00	
PUBLIC WORKS		
Street Sweeper	\$100.00	per hour
Tipping Fees	Actual Incurred Costs	
Damages and Expenses	Actual Incurred Costs	



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 17, 2023

AGENDA ITEM: Consider Resolution 23-01 Approving 2023 Utility Fee & Charges

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: The city council must set utility rates by resolution, annually. For the EIGHTH straight year, staff is recommending no changes to the stated fees and charges schedule.

Fund Performance

- The storm sewer fund is self sufficient to cover existing debt service. The fund is NOT able to cover any substantive repair or capital expenditures, however.
- The water fund is performing well! However, its excess revenues are cautioned as they offset losses to the sewer fund. The cash balance incurred a substantial cost related to the 2021 Water Meter replacement project.
- The sewer fund is continuing to show improvement over prior year operating losses.

Collectively, utility rate, revenue and expenses are continually monitored for performance. At this time, we do not advise rate increases. Doing so marks the 8th fiscal year in a row we have not increased utility rates.

Community Comparison & Looking Ahead

An informal survey of similar sized communities found Howard Lake near the top for utility rates, but no longer THE top. Further, the gap between cities is eroding suggesting that all things being equal, we will be in the middle of the pack in a few years. That said, as we update and formally advance on large capital projects, inflation and increases in labor & materials suggest our CIP estimates are low and rates will need to be adjusted. As the city engineer finishes up the Preliminary Engineering Report (PER) for considerable street and utility improvements, various funding agencies such as the Public Facilities Authority and USDA will review things such as our fund balance, utility rates, and proposed project cost to determine the City's overall affordability when determining the loan/grant ratio for the identified improvements. Doing so will likely result in fee increases.

DECISION MAKING METRICS:

FINANCIAL: Resolution 23-01 Establishes Rates for the City's Enterprise Funds

LEGAL: We are required to adopt fees and charges annually. This information is sent to various sources including PFA, auditors, and rating agencies.

STRATEGIC PLAN: Maintain Fiscally Responsible City Management & Operations.

COUNCIL ACTION REQUESTED: Adopt Resolution 23-01 Approving 2023 Utility Fees and Charges.

ATTACHMENTS:

1. Resolution 23-01

**CITY OF HOWARD LAKE
RESOLUTION 23-01**

RESOLUTION SETTING 2023 SEWER AND WATER RATES

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Howard Lake, Minnesota, that sewer and water rates effective January 17, 2023 set as follows:

2022 WATER RATES

Fixed Service Fee	\$26.88
Volume Charge	\$4.26

2021 SEWER RATES

Fixed Service Fee	\$30.87
Volume Charge	\$8.87

2021 WWTP FEE

Volume Charge	\$7.41
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2021 STORMWATER FEE

Fixed Service Fee	\$7.99
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2023 WATER RATES

Fixed Service Fee	\$26.88
Volume Charge	\$4.26

2022 SEWER RATES

Fixed Service Fee	\$30.87
Volume Charge	\$8.87

2022 WWTP FEE

Volume Charge	\$7.41
---------------	--------

2022 STORMWATER FEE

Fixed Service Fee	\$7.99
-------------------	--------

WHEREAS, the wastewater volume charge will be based directly on that month's water usage for all users except residential. The residential customer shall be billed according to Resolution No. 91.006, using the off-season designation.

WHEREAS, the sewer fixed service fee shall be billed to every property or building according to City Ordinance Chapter 10.02, Section 2, Subdivision 1 approved November 20, 2001.

WHEREAS, the water fixed service fee shall be billed to every property or building according to City Ordinance Chapter 10.02, Section 2, Subdivision 1 approved November 20, 2001.

**WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND
ADOPTED THIS 17th DAY OF JANUARY 2023.**

Mayor, Peter Zimmerman

ATTEST:

Administrator/Clerk Nick Haggemiller



HOWARD LAKE CITY COUNCIL MEETING

January 17, 2023

AGENDA ITEM: Consider Accepting Various Personnel Appointments

SECTION: Consent

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: Per statute, the City Administrator appoints and the City Council confirms employment classification as part of the official record. The following individuals are submitted for approval:

Hired – Justin Hall – HLPD CSO
Hired – Kristina Manz – HLWS Clerk
Appointed as Secretary – Amanda Loebertmann – HLFD
Resigned as Secretary – Joe Sherod – HLFD
Terminated – Breanna Poukka – HLFD

DECISION MAKING METRICS:

FINANCIAL: This position is budgeted as part of the 2023 General Fund Budget.

LEGAL: All personnel appointments are contingent upon successful background check.

STRATEGIC PLAN: Deliver High Quality, Reliable Infrastructure and Public Services

COUNCIL ACTION REQUESTED: Approve appointments as presented.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

January 17, 2023

AGENDA ITEM: Consider Revised Joint Powers Agreement with Bureau of Criminal Apprehension

SECTION: Consent

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: The original agreement was approved in September of 2020 and is active for 5 years. This is an amendment to the agreement in change the Prosecuting Attorney to Michael Halvorson, who is now the owner of the law firm. If approved, the new expiration date will be 5 years from January 17, 2023.

FINANCIAL: Bills are sent quarterly in the amount of \$150 or \$600 annually.

LEGAL: Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

COUNCIL ACTION REQUESTED:

Approve the Joint Powers Agreement between the City of Howard Lake and the Bureau of Criminal Apprehension.

Approve Resolution 23-02 – RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF HOWARD LAKE ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT.

ATTACHMENTS:

1. Revised Master Joint Powers Agreement
2. Resolution 23-02



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Howard Lake on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Michael Halvorson, Attorney
Address: 610 8th Ave
Howard Lake, MN 55349
Telephone: 763.999.7491
Email Address: mike@wrightcountylaw.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: Peter Zimmerman
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Nick Haggenmiller
(PRINTED)

Signed: _____

Title: City Clerk
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Howard Lake on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 181934, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Peter Zimmerman
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Nick Haggemiller
(PRINTED)

Signed: _____

Title: City Clerk
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

RESOLUTION NO. 23-02

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS
WITH THE CITY OF HOWARD LAKE ON BEHALF OF ITS CITY ATTORNEY AND
POLICE DEPARTMENT**

WHEREAS, the City of Howard Lake on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Howard Lake on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Police Chief, David Thompson, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, City Administrator, Nick Haggenmiller is appointed as the Authorized Representative's designee.
3. That the Prosecuting Attorney, Michael G. Halvorson, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Peter Zimmerman, the Mayor for the City of Howard Lake, and Nick Haggenmiller, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 17th day of January, 2023.

CITY OF Howard Lake

By: Peter Zimmerman
Its Mayor

ATTEST: _____
By: Nick Haggenmiller
Its City Clerk



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 17, 2023

AGENDA ITEM: Consider Approving 2023 Pay Equity Report

SECTION: Consent

FROM: Megan Theisen, Assistant City Administrator

BACKGROUND: The City of Howard Lake is required to submit a pay equity report every three years to the Office of Management and Budget. The last report was in 2020.

In 2022, the City commissioned David Drown & Associates to complete a compensation and classification study. Part of the study included necessary revisions to ensure pay equity compliance. After reviewing the compliance report, the City of Howard Lake is in compliance with Minnesota regulations.

ALTERNATIVE OPTIONS: None.

FINANCIAL: The pay equity report and related submission does NOT have a material expense. It is noted however, that DDA Human Resources offers annual or updates to the compensation and classification study that correspond with the pay equity report. The council approved an agreement with David Drown & Associates to update our compensation and staff organization chart yearly over the next 3 years.

LEGAL: The City of Howard Lake must submit a report, approved by the city council, by January 31, 2023 to avoid fines and penalties from the State.

STAFF RECOMMENDATION: Approve the 2023 Pay Equity Report, direct staff to submit to the OMB.

ATTACHMENTS:

1. Submittal Form to be Executed

Compliance Report

Jurisdiction: Howard Lake
625 - 8th Avenue

P.O. Box 736
Howard Lake, MN 55349

Report Year: 2023
Case: 1 - 2023 DATA (Private (Jur
Only))

Contact: Nick Haggenmiller

Phone: (320) 543-3670

E-Mail: cityadmin@howard-
lake.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	8	5	0	13
# Employees	8	5	0	13
Avg. Max Monthly Pay per employee	8139.74	7354.15		7837.59

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 104.1667 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	3	2
b. # Below Predicted Pay	5	3
c. TOTAL	8	5
d. % Below Predicted Pay (b divided by c = d)	62.50	60.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 11	Value of T = 1.348
------------------------------	--------------------

a. Avg. diff. in pay from predicted pay for male jobs = 31

b. Avg. diff. in pay from predicted pay for female jobs = -144

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 8.00

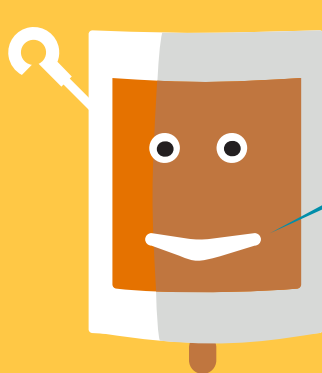
B. Avg. # of years to max salary for female jobs = 8.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 0.00 *

B. % of female classes receiving ESP = 0.00

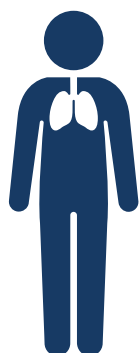
*(If 20% or less, test result will be 0.00)



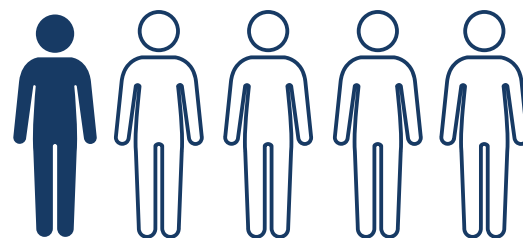
hello!

*I'm your new
radon test kit.*

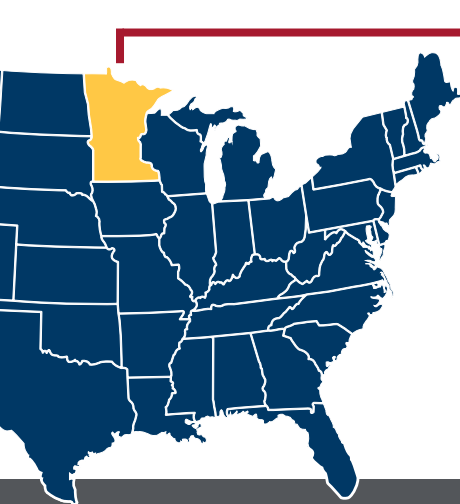
Take me out of my plastic
wrapping and hang me up
by my hook!



Radon:
Leading cause of
lung cancer for
non-smokers.



Only **1 out of 5** lung cancer
patients are living 5 years after
diagnosis.



Minnesota's
radon levels are
more than **3x**
higher than the
rest of the
United States.



2 out of 5 Minnesota homes have
high radon levels.

YOU can reduce your lung cancer risk by
TESTING your home for radon



I'm easy to use!

Turn over to find out how.



In 5 Easy Steps

DATE May 2020

QR CODE

KADON WAY PAUL MN

PRINT DATE 01/05/2020 02/05/2020 03/05/2020 04/05/2020 05/05/2020 06/05/2020 07/05/2020 08/05/2020 09/05/2020 10/05/2020 11/05/2020 12/05/2020 13/05/2020 14/05/2020 15/05/2020 16/05/2020 17/05/2020 18/05/2020 19/05/2020 20/05/2020 21/05/2020 22/05/2020 23/05/2020 24/05/2020 25/05/2020 26/05/2020 27/05/2020 28/05/2020 29/05/2020 30/05/2020 31/05/2020 01/06/2020 02/06/2020 03/06/2020 04/06/2020 05/06/2020 06/06/2020 07/06/2020 08/06/2020 09/06/2020 10/06/2020 11/06/2020 12/06/2020 13/06/2020 14/06/2020 15/06/2020 16/06/2020 17/06/2020 18/06/2020 19/06/2020 20/06/2020 21/06/2020 22/06/2020 23/06/2020 24/06/2020 25/06/2020 26/06/2020 27/06/2020 28/06/2020 29/06/2020 30/06/2020 01/07/2020 02/07/2020 03/07/2020 04/07/2020 05/07/2020 06/07/2020 07/07/2020 08/07/2020 09/07/2020 10/07/2020 11/07/2020 12/07/2020 13/07/2020 14/07/2020 15/07/2020 16/07/2020 17/07/2020 18/07/2020 19/07/2020 20/07/2020 21/07/2020 22/07/2020 23/07/2020 24/07/2020 25/07/2020 26/07/2020 27/07/2020 28/07/2020 29/07/2020 30/07/2020 31/07/2020 01/08/2020 02/08/2020 03/08/2020 04/08/2020 05/08/2020 06/08/2020 07/08/2020 08/08/2020 09/08/2020 10/08/2020 11/08/2020 12/08/2020 13/08/2020 14/08/2020 15/08/2020 16/08/2020 17/08/2020 18/08/2020 19/08/2020 20/08/2020 21/08/2020 22/08/2020 23/08/2020 24/08/2020 25/08/2020 26/08/2020 27/08/2020 28/08/2020 29/08/2020 30/08/2020 31/08/2020 01/09/2020 02/09/2020 03/09/2020 04/09/2020 05/09/2020 06/09/2020 07/09/2020 08/09/2020 09/09/2020 10/09/2020 11/09/2020 12/09/2020 13/09/2020 14/09/2020 15/09/2020 16/09/2020 17/09/2020 18/09/2020 19/09/2020 20/09/2020 21/09/2020 22/09/2020 23/09/2020 24/09/2020 25/09/2020 26/09/2020 27/09/2020 28/09/2020 29/09/2020 30/09/2020 01/10/2020 02/10/2020 03/10/2020 04/10/2020 05/10/2020 06/10/2020 07/10/2020 08/10/2020 09/10/2020 10/10/2020 11/10/2020 12/10/2020 13/10/2020 14/10/2020 15/10/2020 16/10/2020 17/10/2020 18/10/2020 19/10/2020 20/10/2020 21/10/2020 22/10/2020 23/10/2020 24/10/2020 25/10/2020 26/10/2020 27/10/2020 28/10/2020 29/10/2020 30/10/2020 31/10/2020 01/11/2020 02/11/2020 03/11/2020 04/11/2020 05/11/2020 06/11/2020 07/11/2020 08/11/2020 09/11/2020 10/11/2020 11/11/2020 12/11/2020 13/11/2020 14/11/2020 15/11/2020 16/11/2020 17/11/2020 18/11/2020 19/11/2020 20/11/2020 21/11/2020 22/11/2020 23/11/2020 24/11/2020 25/11/2020 26/11/2020 27/11/2020 28/11/2020 29/11/2020 30/11/2020 01/12/2020 02/12/2020 03/12/2020 04/12/2020 05/12/2020 06/12/2020 07/12/2020 08/12/2020 09/12/2020 10/12/2020 11/12/2020 12/12/2020 13/12/2020 14/12/2020 15/12/2020 16/12/2020 17/12/2020 18/12/2020 19/12/2020 20/12/2020 21/12/2020 22/12/2020 23/12/2020 24/12/2020 25/12/2020 26/12/2020 27/12/2020 28/12/2020 29/12/2020 30/12/2020 31/12/2020

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CLOUDS 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

VEGETATION 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

WATER 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

ROCKS 00 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24

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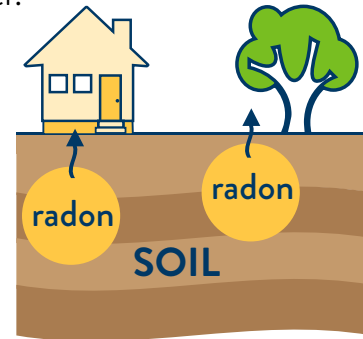
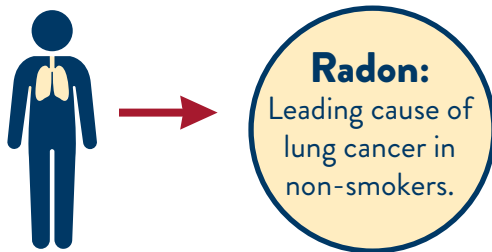
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5

Understanding Radon

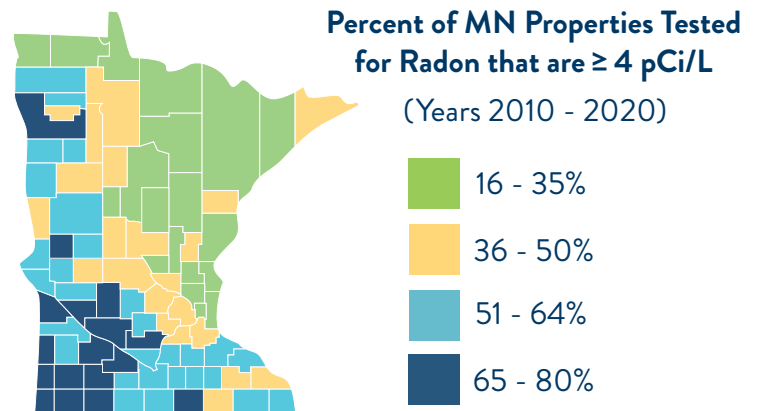
What is radon?

Radon is a colorless and odorless gas found in the soil and common throughout Minnesota. Because soil is porous, radon moves up from the soil and into the home. The gas can accumulate in the air we breathe becoming a health concern. Radon gas decays into fine particles that are radioactive. When inhaled, these fine particles can damage the lung. Exposure to radon over a long period of time can lead to lung cancer.



What are the levels in Minnesota?

Radon is a serious public health concern in Minnesota. The average radon level in Minnesota is more than three times higher than the U.S. radon level. **In Minnesota, more than two in five homes have radon levels that pose a significant health risk.**



What is a safe level?

Any radon level poses some health risk and it is not possible to reduce radon to zero. The best approach is to lower the radon level as much as possible. The Environmental Protection Agency (EPA) has set the action level at 4 pCi/L (picocuries of radon per liter of air). At 4 pCi/L or higher it is recommended to install a radon mitigation system to reduce the radon levels.

What can I do?

MDH recommends all Minnesotans test their home for radon. A radon test is the only way to find out how much radon is in your home. You can test your home yourself. Start with a short-term test. Your local health department or government agency may offer test kits at reduced prices. You can also order a short-term radon test kit at mn.radon.com. If the radon is high, hire a licensed radon professional to install a radon mitigation system. Licensed radon professionals are on MDH's website at mn.gov/radonpro.

You can find more information on radon, including ordering a radon test kit and how to understand your radon test result, at mn.gov/radon.



radon

A brief guide on how to keep you
safe from radon

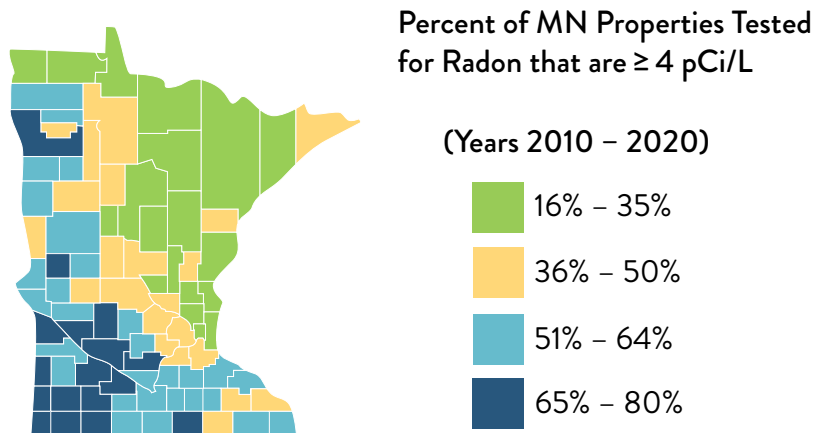


What is radon?

Radon is a colorless and odorless gas found in the soil and common throughout Minnesota. Because soil is porous, radon moves up from the soil and into the home. The gas can accumulate in the air we breathe becoming a health concern.

Why is it a health concern?

Radon gas decays into small particles that are radioactive and when we inhale these small particles they can damage the lung. Exposure to radon over a long period of time can lead to lung cancer. In Minnesota, more than **two in five homes have radon levels that pose a significant health risk.**



What is a safe level of radon?

Any radon level poses some health risk and it is not possible to reduce radon to zero. The best approach is to lower the radon level as much as possible. The Environmental Protection Agency (EPA) has set the action level at 4 pCi/L (picocuries of radon per liter of air). **At 4 pCi/L or higher it is recommended a radon mitigation system is installed to reduce the radon level.**

What can I do?

MDH recommends all Minnesotans test their home for radon. A radon test is the only way to find out how much radon is in your home. You can test your home yourself or hire a licensed professional. The result from a properly performed test will help you decide if you need to reduce your home's radon levels.

Test for radon



The two basic radon tests available are a short-term and a long-term test. **Do a short-term test first.** Your local health department or government agency may offer test kits at reduced prices. Information on where to find radon test kits can be found at the MDH

website. When buying a home consider hiring a licensed radon professional to perform the test. The back of this guide provides recommended actions to take based on the test results.

Reduce radon – if high



If radon is high, hire a licensed radon professional to install a radon mitigation system. Radon mitigation systems use a fan to pull air from the soil and exhaust it outdoors. All systems should reduce radon below the EPA action level of 4 pCi/L. Once installed, the licensed professional will place a tag on the system. Call MDH if you have questions or wish to request an inspection.

Find more information



mn.gov/radon – Information on radon and where to find radon test kits.

mn.gov/radonpro – List of licensed radon professionals.

Radon Testing Guidelines

— Start with a short-term test —

Understanding your first test result

Result (pCi/L)	Action
Less than 2	Retest every 2 to 5 years
Between 2 to 8	Do a second test, either a short or long-term test
8 or greater	Do another short-term test

Understanding your second test result

Result (pCi/L)	Action
Less than 2	Retest every 2 to 5 years
Between 2 to 4	Consider mitigating
4 or greater	Mitigate

Deciding to mitigate should be based on the long-term test result or the average of two short-term tests.

In real estate transactions, the decision to mitigate should be based on a continuous monitor test or the average of two short-term tests done side by side.

Indoor Air Unit
PO Box 64975
St. Paul, MN 55164-0975
651-201-4601
health.indoorair@state.mn.us
mn.gov/radon

Updated 9/2022

2022 PROJECT AWARDS

GOOD NEIGHBOR
DAYS
COMMITTEE
RECOGNITION

City of Howard Lake Wellhead Protection Plan

January 16, 2023

Background

As a public water provider, the City of Howard Lake is required by the federal Safe Drinking Water Act to develop a plan to 1) understand where their source water comes from and how vulnerable it may be to contamination (Part 1), and 2) identify potential sources of contamination based on geologic vulnerability and management strategies addressing potential contaminants (Part 2). On the state level, the Minnesota Department of Health (MDH) administers the Source Water Protection program also referred to as Wellhead Protection (WHP).

A WHP team formed in the spring of 2021 to assist in the completion of Part 2 of the WHP plan has completed its task. Local governmental units (LGU) and the public have been given the opportunity to review the draft Howard Lake WHP plan.

A brief outline of the scope of the WHP plan:

1. **Groundwater vulnerability is low** due to thickness of low permeability clay overlying the sand and gravel aquifer used by the City of Howard Lake.
2. **Components of the Plan:**
 - See Forward (attached)
 - Issues in the Drinking Water Supply Management Area (DWSMA) – the primary issues are: a) potentially abandoned or unused wells within the DWSMA, b) educate the citizens within the DWSMA, c) capacity of water treatment plant, d) limited staff and financial resources to implement the WHP plan and e) multiple jurisdictions within the DWSMA.
3. **Goals**
 - **Improve system resilience and the ability to provide a safe and adequate water supply;**
 - **Protect the aquifer from which the City of Howard Lake draws its drinking water;**
 - **Educate public officials, land owners and the general public about the importance of protecting public drinking water supplies.**
4. **Implementation:** Emphasis will be on educating the public about WHP and developing partnerships with LGUs and state agencies to assist the City of Howard Lake in implementing the WHP Plan. MDH has WHP grant opportunities to help as does the North Fork Crow River Watershed Planning Partnership.

Next Steps:

1. The City of Howard Lake has submitted the draft WHP plan to surrounding LGUs for a 60 day review period that ended December 23, 2022. The City has posted a public notice of this public hearing to hear any comments on the WHP plan. After the public hearing, City Council takes action to request the draft WHP plan be submitted to MDH for state approval.
2. State WHP plan review process takes 90 days, therefore, expect approval about May 2023. Various state agencies will review and submit any comments to MDH prior to MDH approval.
3. Upon MDH approval, The City must notify LGUs that your WHP plan has been approved by MDH and that implementation of the WHP plan will begin within 60 days of MDH approval.

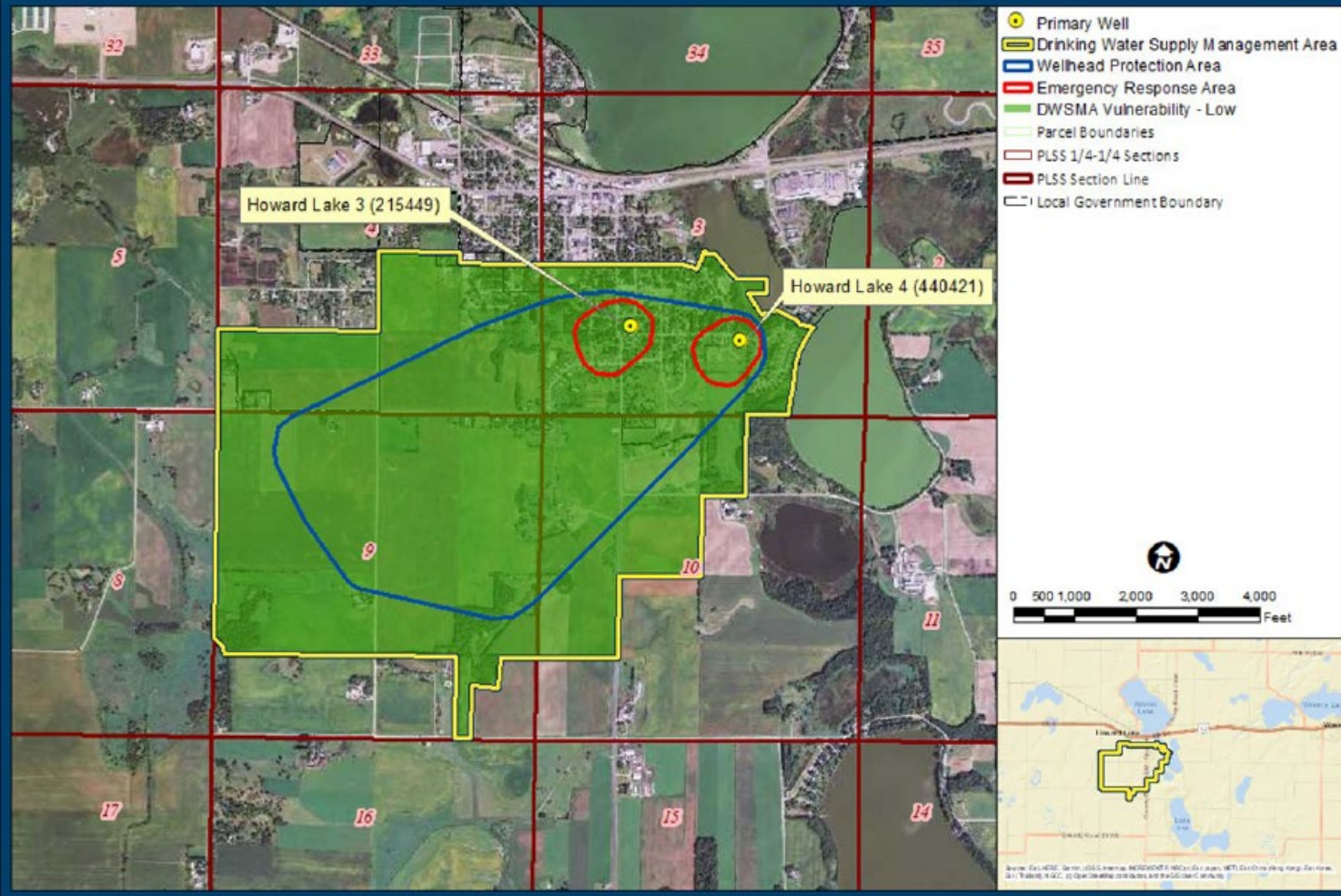
Attachments

Forward

This document presents the wellhead protection (WHP) plan for the City of Howard Lake that will help provide for an adequate and safe drinking water supply for community residents. It contains the following components:

- Assessment of the data elements used to prepare the plan;
- Delineation of the wellhead protection area and drinking water supply management area;
- Assessments of well and drinking water supply management area vulnerability;
- Impact of land and water use changes on the public water supply well(s) used by the water supplier;
- Issues, problems, and opportunities affecting the well(s), well water, and the drinking water supply management area;
- Wellhead protection goals for this plan;
- Objectives and plan of action for achieving the wellhead protection goals;
- Evaluation program for assessing the effectiveness of this plan; and
- Contingency strategy to address an interruption of the water supply.

Figure 1
Drinking Water Supply Management Area and Vulnerability
Howard Lake



Emergency Response Area (Red Boundary) - One (1) year 'Time of Travel' = time of travel* for a drop of water in the aquifer to travel from the boundary to the well.

Wellhead Protection Area (Blue Boundary) - Ten (10) year 'Time of Travel' = time of travel* for a drop of water in the aquifer to travel from the boundary to the well.

DWSMA (Yellow Boundary) - The Drinking Water Supply Management Area (DWSMA) – the area the WHP Plan applies to.

* "Time of Travel" is determined by groundwater models using various parameters such as aquifer properties, well and pump capabilities and assuming a maximum pumping rate of 24 hours/day for either one or ten years.



CITY OF HOWARD LAKE

Nicholas A. Haggenmiller, City Administrator

625 8TH Avenue - PO Box 736 - Howard Lake, MN 55349

Phone: 320-543-3670 | cityadmin@howard-lake.mn.us | www.howard-lake.mn.us

October 11, 2022

TO: Wright County LGU Representatives
FROM: Nick Haggenmiller, City Administrator (Wellhead Protection Plan Manager)
RE: Wellhead Protection Plan for the City of Howard Lake, Part 2

The City of Howard Lake is in the process of developing a wellhead protection plan for its drinking water supply wells. Enclosed for your review and comment is the completed Part 2 Draft Report for this system as required in the MN Wellhead Protection Rule (4720.5350, subpart 1). This portion of the Plan includes information pertaining to:

1. The inventory of potential contaminants of concern within the Drinking Water Supply Management Area (DWSMA);
2. The data that was considered in this portion of the plan;
3. Issues, problems, and concerns within the DWSMA;
4. Goals, objectives, and action strategies to address the issues and concerns within the DWSMA;
5. A Plan evaluation strategy; and
6. A contingency strategy in the event of water system disruption.

Your comments on this portion of the Plan will be accepted throughout the 60-day comment period. Please send your written comments to Meagan Theisen or Nick Haggenmiller at 625 Eighth Avenue, Howard Lake, MN 55349 by December 23, 2022.

Consistent with the Wellhead Protection Rule (4720.5330, subpart 7) a Public Hearing has been scheduled on January 16, 2023, 7:00 PM at Howard Lake City Hall, 625 Eighth Avenue, Howard Lake, MN to discuss issues and address all comments related to the enclosed document.

We look forward to your participation.

Thank you! For the City,

Nick Haggenmiller
City Administrator

cc: Barry Rhineberger, Wright County Planning and Zoning Department - 10 2nd St NW, Room 140, Buffalo, MN 55313
Luke Johnson, Wright Soil and Water Conservation District - 311 Brighton Ave S # C, Buffalo, MN 55313
John Freitag, MDH SWP Unit, P.O. Box 64975, St Paul, MN 55164-0975



Wright Soil & Water Conservation District

*Wright SWCD
311 Brighton Avenue S., Suite C
Buffalo, MN, 55313*

*Tel. (763) 682-1933
(763) 682-1970
Fax. (763) 682-0262
www.wrightswcd.org*

Nick Haggenmiller
City of Howard Lake
625 8th Ave
Howard Lake, MN 55349

Dear Mr. Haggenmiller,

Thank you for the opportunity to comment on the City of Howard Lake's draft Wellhead Protection Plan (WHP) part II. We want to support the city and its efforts to protect the community drinking water. What follows are comments/questions upon review of part II and its corresponding appendices.

Chapter 5, Table 5-1 (pdf page 14)

It is noted that the City may require technical assistance in developing new land use or water use related ordinances. We simply want to comment that the SWCD may be a useful resource in this task as we have many contacts both locally and at the state level. If our own technical knowledge is insufficient, we may be able to connect City staff with another contact.

Chapter 6, Table 6-1 (pdf page 16)

The first issue identified in table 6-1 refers to well-sealing. In the past the North Fork Crow River Watershed Planning Partnership has had funds available for well sealing particularly in DWSMAs. We suggest you add text to refer to this source of funds.

Chapter 8, Table 8-2 (pdf page 25)

It is noted in action 8 of table 8-2 that you will request wellhead protection information in the local plans. First, there are no "local" since the adoption of the North Fork Crow River Comprehensive Watershed Plan. We recommend updating the language to "...wellhead protection information in the comprehensive watershed plan"

Second, North Fork Crow River Comprehensive Watershed Plan is a ten-year plan from 2018-2028. Therefore, an update will take place in the years leading up to 2028. We suggest altering your timeline to include 2026 and 2027.

Sincerely,

Alicia O'Hare
Water Resource Specialist

PUBLIC HEARING:

TIF 1-23

TURNING TRAILS
APARTMENT

CONTINUE TO
FEBRUARY 21, 2023



HOWARD LAKE CITY COUNCIL MEETING

New Business A

January 17, 2023

AGENDA ITEM: Discuss/Consider Modifications to Chapter 12.07 Semi Tractor Ordinance

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: The City periodically received noise complaints in regards to semi-tractors idling while parked in residential areas (including on the street and on private property). The City has existing ordinances in place that address some parts of the issue, but not all. The existing ordinances also appear to have areas they conflict with one another. For these reasons, staff has not been able to resolve regular, reoccurring resident complaints on these topics.

Current Ordinances

12.07 Semi Tractor Parking

- Allows semi parking in residential districts provided the rig is not running and parked off street.
- Prohibits semi-trailer parking on streets.

12.08 Trailer Parking

- Allows trailers to be parked on streets for up to 24 hours.

6.01 Nuisance

- Regulates general nuisances, including noise.

Issues

- Semis are currently permitted to be parked in residential districts while on private property.
- Semis are primarily ran on diesel fuel which requires extended periods of warming up/idling to prevent the fuel from gelling up and causing engine harm.
- Idling in residential districts, at 'all hours of the day' disrupts other property owner's reasonable enjoyment of their property.
- Enforcement is difficult because most often the extended idling occurs during the very early morning hours when HLPD is not on duty leading to longer response times by WCSO.
- The specific complaint of 'idling' is difficult to enforce using the nuisance code because noise levels are subjective and also change quickly. Addressing the issue by focusing entirely on 'noise' is also problematic as more than semis produce noise: diesel pickup trucks, construction equipment, even residential snow blowers would likely exceed state statutes for noise generation.
- The nuisance code also uses administrative fines that compound after multiple citations. This is problematic in this case as it may take months to receive, confirm and follow up on the complaint by HLPD which extends the duration of the issue overall.
- Ordinance 12.07 PROHIBITS semi-trailers from being parked on the street and Ordinance 12.08 ALLOWS trailers to be parked on the street by providing a non-exhaustive list of trailers.

Options

1. Modify 12.07 - Prohibit semi parking in residential districts.

This would result in the most restrictive ordinance for individuals that park semis in residential districts (whether they idle or not). Staff estimates a handful of residents that this would apply to in which semis are regularly parked in a driveway and never or very rarely idle. However, it should be easier to enforce given the clear prohibition.

2. More Rigorously Enforce CURRENT ordinance language

The ordinance as it stands prohibits idling. As previously noted, the central issue is noting that the time of the incident is most often at times when there is no HLPD coverage.

3. Do nothing differently.

Police officers are afforded discretion in enforcement. Often this leads to attempts of compromise that may help with the specific complaint at a specific time, but efforts made to date have not been lasting.

Additional Considerations

In anticipation of unintended consequences, council is encouraged to consider public parking regulations, private commercial properties that may be used for this purpose as a result of prohibiting semis in residential districts. It is the suggestion of staff to NOT shift this problem from a residential driveway to a public parking lot.

[TRAILERS ONLY] The resident complaint driving this action currently relates to the idling semi tractors. However, “trailers” in general have their own issues including the issues with definitions noted above as well as regularly occurring issues such as RVs, campers, boats. Also, following the literal letter of the ordinance, a frequent workaround involves residents parking trailers on the road and simply moving the trailer a few feet every day to avoid citations. If council wishes to further discuss and/or address, this could be further explored.

DECISION MAKING METRICS:

FINANCIAL: Open

LEGAL: Once drafted and approved by council, there is a 30 day publication period before ordinance revisions are enforceable.

COUNCIL ACTION REQUESTED: Discuss and recommend desired ordinance language and enforcement.

ATTACHMENTS:

1. Resident Letter
2. Chapter 12.07
3. Chapter 12.08

From: [Neil Jastrzebski](#)
To: [Nick Haggenmiller](#)
Subject: Commercial Vechicles
Date: Wednesday, December 14, 2022 3:07:47 PM

Attention: Nick Haggenmiller and Howard Lake City Counsel

I would like the opportunity to address the city counsel about an ongoing issue on my neighborhood. For the last 11 years my family has been living across the street from a commercial semi truck. The owners of this vehicle starts it up at all hours day/night, sometimes letting it run or auto start for hours or days at a time. When this truck is running it echos throughout ours and our neighbors entire house. Our neighborhood is now growing with new houses and new young families moving in. Unfortunately so is the number of these commercial vehicles. I know my family is not the only family suffering from this problem. In turn I would like to petition the city to put an ordinance in place that does not allow these commercial vehicles in residential areas. These vehicles are disruptive and loud and directly affect the quality of life and peaceful nature of small town living. I don't feel it's right that my family and other families like mine have to sacrifice their serenity and change their lives to accommodate a few individuals who insist on running these commercial trucks in residential areas.

Thank You,
Neil Jastrzebski
3005 cedar Blvd

Chapter 12.07

Regulating The Parking Of Semi Tractors And Trailers Within The City Of Howard Lake

Section 1. Semi Tractor Parking. Semi tractors shall be permitted to park within residential zoned districts provided the semi tractor is parked off the street and the motor is shut off while the semi tractor is so parked.

Section 2. Semi Trailer Parking. Semi trailers shall not be permitted within residential zoned districts except for the specific purpose of actually loading or unloading cargo or freight.

Section 3. Towing. The Howard Lake Police Department is authorized to tow and store any vehicle in violation of this ordinance. The owner may reclaim the vehicle after showing proof of ownership and paying the towing and storage charges.

Section 4. Penalty. Any individual owner or operator or any corporate owner or operator convicted of violating any provision of this ordinance is guilty of a misdemeanor.

Chapter 12.08

Regulating The Parking Of Trailers On City Streets

Section 1. Time. No person shall park any trailer upon any public street within the City of Howard Lake, Minnesota, for a longer consecutive period than twenty-four hours.

Section 2. Definitions. For the purposes of this Ordinance the term or word trailer shall include, but not be limited to, flat-bed trailers, boat trailers, closed-up and covered trailers, and general utility trailers.

Section 3. Towing. The Howard Lake Police Department is authorized to tow and store any trailer parked in violation of this Ordinance. The owner may reclaim the trailer after showing proof of ownership and paying all towing and storage charges.

Section 4. Penalty. Any owner or operator convicted of violating any provision of this ordinance shall be guilty of a misdemeanor.



HOWARD LAKE CITY COUNCIL MEETING

New Business B

January 17, 2023

AGENDA ITEM: Consider Approval of Well Head Protection Plan

SECTION: New Business

FROM: Nick Haggemiller, City Administrator
Josh Halvorson, City Engineer

BACKGROUND: As a local unit of government responsible for a water distribution system, we are required by law by the Federal Safe Drinking Water Act to develop a plan that identifies our water source and ensures it is safe from contamination.

The City contracted with Bolton and Menk in 2021 to draft this plan following a relatively relaxed execution schedule. This plan has since been drafted, reviewed by city staff and distributed to various local, county and state stakeholders for review. The overall plan has been under public comment that ended concluded in December 2022. Following the comment period, the City received various feedback, primarily from the Wright County Soil and Water District. These comments have been incorporated into the final plan that will be submitted upon approval of the city council. Once submitted, we anticipate a full and final approval to be issued by the State of Minnesota by or around May 2023.

Attached to this staff report is a 3 page abbreviated summary of the plan as well as the full draft plan. As noted, the final plan will include comments received during the public comment period. Collectively, the comments received were noted as quality additions/modifications but not substantive in nature.

Moving forward, the WHP will be an item that may come up periodically as private wells are identified to be capped. The City may act as a grant agent for fund distribution. Additionally, as the city contemplates their own public improvements that include a new well, the plan may be consulted and/or referenced during this planning phase.

DECISION MAKING METRICS:

FINANCIAL: The city has previously approved a not to exceed contract in the amount of \$14,000 for this engagement. Much of the work has been completed by a contracted employee of BMI which has not billed out their time. It is staff's understanding that once the final report is submitted, approved and invoices are cleared we will be just under the contracted amount.

LEGAL: Federal Safe Drinking Water Act requires the City to complete this well head plan.

COUNCIL ACTION REQUESTED: Approve well head protection plan, direct staff to submit to the State of Minnesota.

ATTACHMENTS:

1. Full Well Head Protection Plan

City of Howard Lake, MN WELLHEAD PROTECTION PLAN

September
2022



Forward

This document presents the wellhead protection (WHP) plan for the City of Howard Lake that will help provide for an adequate and safe drinking water supply for community residents. It contains the following components:

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- Wellhead protection goals for this plan;
- Objectives and plan of action for achieving the wellhead protection goals;
- Evaluation program for assessing the effectiveness of this plan; and
- Contingency strategy to address an interruption of the water supply.

Water Supply Wells Included in This Plan

Unique Number	Well Number	Use/Status ¹
215449	3	P
440421	4	P

¹P = Primary Water Supply Well

WHP Plan Manager

Meagan Theisen, Assistant City Administrator, City of Howard Lake, MN

WHP Team Members	Technical Assistance Provided by:
Nick Haggenmiller, City Administrator, City of Howard Lake; Meagan Theisen, Assistant City Administrator, City of Howard Lake; Josh Halverson, PE (Bolton & Menk) Robyn Hoerr (MRWA)	John Woodside, PG, MDH Hydrologist – Part 1 Terry L. Bovee, Water Planner – Part 2

Table of Contents

Forward	i
Table of Contents.....	ii
Glossary of Terms and Acronyms	iv
Figure 1 - Howard Lake DWSMA Boundary and Vulnerability.....	vi
Chapter 1 - Introduction.....	1
Chapter 2 - Identification and Assessment of the Data Elements Used to Prepare the Plan	1
Chapter 3 - Delineation of the Wellhead Protection Area, Drinking Water Supply Management Area and Vulnerability Assessments	2
Chapter 4 - Inventory of Potential Contamination Sources, Establishing Priorities and Assigning Risk to Potential Contamination Sources	3
Chapter 5 - Impact of Land and Water Use Changes on the Public Water Supply Well	6
Chapter 7 - Existing Authority and Support Provided by Local, State, and Federal Governments	12
Chapter 8 – Goals, Objectives and Plan of Action	14
Chapter 9 - Evaluation Program	24
Chapter 10 - Contingency Strategy.....	24

List of Tables

Table 4-1 - Potential Contamination Sources and Assigned Risk	5
Table 4-2 - Potential Contamination Sources and Assigned Risk For the IWMZ for Primary Wells.....	6
Table 5-1 - Expected Land and Water Use Changes	7
Table 6-1 - Issues, Problems, and Opportunities	9
Table 7-1 - Official Controls and Programs of the City of Howard Lake	12
Table 7-2 - Local Agency Controls and Programs.....	13
Table 7-3 - State and Federal Agency Controls and Programs	14
Table 8-1 - WHP Public Education and Outreach	17
Table 8-2 - WHP Coordination, Evaluation, and Reporting.....	18
Table 8-3 - WHP Well Management	19
Table 8-4 - WHP Land Use Planning	21
Table 8-5 - WHP Monitoring, Data Collection, and Assessment	22
Table 8-6 - WHP Contingency Planning	23
Table 8-7 - Cooperating Agencies List.....	24

List of Appendices

- Appendix A: Identification and Assessment of Data Elements used to Prepare Plan
- Appendix B: Wellhead Protection, Part 1, WHPA and DWSMA Delineations and Vulnerability Assessments
- Appendix C: Inventory of Potential Contamination Sources
- Appendix D: Supporting Documentation

Glossary of Terms and Acronyms

Data Element. A specific type of information required by the Minnesota Department of Health to prepare a wellhead protection plan.

Drinking Water Supply Management Area (DWSMA). The surface and subsurface areas surrounding a public water supply well, including the wellhead protection area, that must be managed by the entity identified in the wellhead protection plan. (Minnesota Rules, part 4720.5100, subpart 13). This area is delineated using identifiable landmarks that reflect the scientifically calculated wellhead protection area boundaries as closely as possible.

Emergency Response Area (ERA). The part of the wellhead protection area that is defined by a one-year time of travel within the aquifer that is used by the public water supply well (Minnesota Rules part 4720.5250, subpart 3). It is used to set priorities for managing potential contamination sources within the DWSMA.

Emergency Standby Well. A well that is pumped by a public water supply system only during emergencies, such as when an adequate water supply cannot be achieved because one or more primary or seasonal water supply wells cannot be used.

Inner Wellhead Management Zone (IWMZ). The land that is within 200 feet of a public water supply well (Minnesota Rules, part 4720.5100, subpart 19). The City of Howard Lake must manage the IWMZ to help protect it from sources of pathogen or chemical contamination that may cause an acute health effect.

Primary Water Supply Well. A well that is regularly pumped by a public water supply system to provide drinking water.

Vulnerability. Refers to the likelihood that one or more contaminants of human origin may enter either 1) a water supply well that is used by the City of Howard Lake or 2) an aquifer that is a source of public drinking water.

WHP. Wellhead Protection

WHP Area (WHPA). The surface and subsurface area surrounding a well or well field that supplies a public water system, through which contaminants are likely to move toward and reach the well or well field (Minnesota Statutes, part 103I.005, subdivision 24).

WHP Plan Goal. An overall outcome of implementing the WHP plan, e.g., providing for a safe and adequate drinking water supply.

WHP Measure. A method adopted and implemented by a City of Howard Lake to prevent contamination of a public water supply, and approved by the Minnesota Department of Health under Minnesota Rules, parts 4720.5100 to 4720.5590.

WHP Plan Objective. A capability needed to achieve one or more WHP goals, e.g., implementing WHP measures to address high priority potential contamination sources within 5 years.

Acronyms

DNR – Minnesota Department of Natural Resources

MDH – Minnesota Department of Health

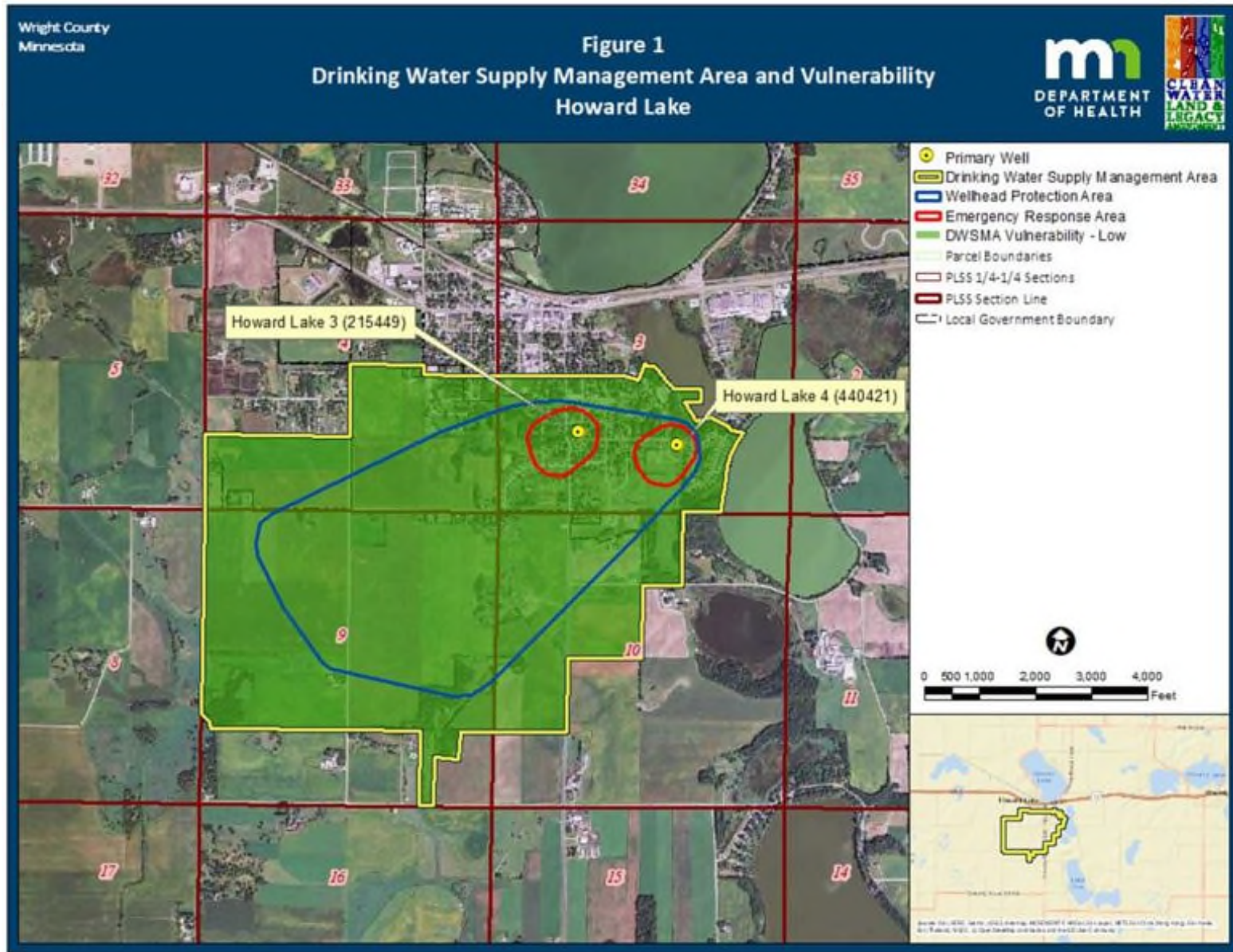
MRWA – Minnesota Rural Water Association

NFCRWPP – North Fork Crow River Water Planning Partnership

SWCD – Wright Soil and Water Conservation District

WPZ – Wright County Planning and Zoning

Figure 1 - Howard Lake DWSMA Boundary and Vulnerability



Chapter 1 - Introduction

1.1 Background

The wellhead protection (WHP) plan for the City of Howard Lake (City) was prepared in cooperation with the Minnesota Rural Water Association and the Minnesota Department of Health (MDH). It contains specific actions that the city will take to fulfill WHP requirements that are specified under Minnesota Rules, part 4720.5100 to 4720.5590. Also, the support that Minnesota state agencies, federal agencies, Wright County, and others will provide is presented to identify their roles in protecting the City's drinking water supply. The plan is effective for 10 years after the approval date specified by MDH and the City is responsible for implementing its WHP plan of action, as described in Chapter 8 of this report. Furthermore, the City will evaluate the status of plan implementation at least every two-and-one-half years to identify whether its WHP plan is being implemented on schedule.

1.2 Plan Appendices

Much of the technical information that was used to prepare this plan is contained in the appendices but is summarized in the main body of this plan. In particular:

- Appendix A contains documents and discussion regarding the data elements used for this plan.
- Appendix B contains the delineation of the wellhead protection area (WHPA), the drinking water supply management area (DWSMA), and the vulnerability assessment for the public water supply wells and the DWSMA. This part of the plan is summarized in Chapter 3.
- Appendix C contains the inventory of potential contamination sources. This inventory is discussed in Chapter 4 in terms of assigning risk to the City's water supply, and Chapter 6 relating to issues, problems, or opportunities.
- Appendix D contains supporting documents.

Chapter 2 - Identification and Assessment of the Data Elements Used to Prepare the Plan

The City met with representatives from MDH on two occasions to discuss data elements that are specified in Minnesota Rules, part 4720.5400, for preparing a WHP plan. The data elements that are included in this plan were used to 1) delineate the WHPA and the DWSMA and assess DWSMA and well vulnerability and 2) to document the need for the WHP measures that will be implemented to help protect the city's water supply from potential sources of contamination.

The first scoping meeting, held on November 14, 2019 addressed the data elements that were needed to support the delineation of the WHPA, the DWSMA, and municipal well and DWSMA vulnerability assessments. The second scoping meeting, held on November 30, 2020 discussed the data elements required to 1) identify potential risks to the public water supply and 2) develop effective management strategies to protect the public water supply in relation to well and DWSMA vulnerability. The results of each meeting were communicated to the City by MDH through a formal scoping decision notice and are presented in Appendix A.

Each data element is required to be assessed for its impact on 1) the use of the public water supply well, 2) the delineation of the WHPA, 3) the quality and quantity of water supplying the public water supply wells, and 4) the land and groundwater uses within the DWSMA. Presented in Appendix I is the

availability of information regarding data elements and the results of assessing each data element relative to the overall impact each data element may have on the four items listed above.

The availability of the information relating to each data element that is used in this plan was assessed by the MDH and the City. During the assessment process the City and MDH 1) reviewed the completeness of the information available relating to each data element that is used in this plan and 2) determined if a data element is considered an issue, concern or opportunity that the City can address in this plan.

The data elements specified by the MDH relating to the **physical environment** used in the development of the WHP plan are considered sufficient to provide an adequate assessment. The City has two primary wells screened in a sand and gravel aquifer that is buried beneath a layer of clay-rich sediment. Based on the MDH water quality sampling and the geologic setting, the MDH has assigned a low vulnerability to the DWSMA. Additional information about the geologic vulnerability assessments are in Appendix B. There are no designated flood zones in the DWSMA (Appendix A). No concerns or issues have been identified with the physical environment data elements.

The assessment of the data elements specified by MDH relating to **land use** identified issues or concerns regarding the long-term management of the DWSMA. The following items summarize these land use issues that will be addressed in Chapter 9 of this WHP plan:

- The City's current comprehensive plan and zoning controls addressing infrastructure and growth are currently being reviewed and may be revised to include strategies to increase commercial/industrial land uses and further protect drinking water.
- Howard Lake's population is at about 2,200 and has been increasing at about three (3) percent per year. Percentages of some land cover categories (residential, commercial) within the DWSMA are expected to increase slowly and agricultural land uses (row crops) decrease. Continued growth will increase demand for drinking water and associated water treatment.

Finally, the data elements specified by the MDH relating to **water quantity and quality** used in the development of the WHP plan are considered sufficient to provide an adequate assessment. The city depends on two wells (Well #3 - unique #215449 and Well #4 – unique #440421). Ground water quality and quantity information is 1) used during the WHPA delineation and water well and DWSMA vulnerability process and 2) assessed to determine the influence land uses may have on the city water wells (Appendix A).

Actions that are needed to address identified issues, concerns, or opportunities as a result of the data element assessment process are included in the plan of action (Chapter 8). Not all of the data elements listed in the WHP rule had to be addressed in the WHP plan because of the nonvulnerable nature of the City's source of drinking water.

Chapter 3 - Delineation of the Wellhead Protection Area, Drinking Water Supply Management Area and Vulnerability Assessments

A detailed description of the process used for 1) delineating the WHPA and DWSMA and 2) preparing the vulnerability assessment of the city water supply wells and DWSMA is presented in Appendix B. The City requested that MDH do the work and it was performed by a State of Minnesota-licensed geoscientist.

3.1 WHPA and DWSMA Delineation

Figure 1 shows the boundaries of the WHPA and DWSMA. The WHPA was delineated using computer simulations of groundwater movement to generate the underground capture zone for city Well 3 (215449) and Well 4 (440421) located in the DWSMA.

The DWSMA boundary was defined for the City using the following features:

- Center lines of streets, roads or railroad right-of-ways,
- Public land survey coordinates, and
- Property ownership (parcel) boundaries.

3.2 Well Vulnerability Assessment

The construction and water quality obtained from the primary wells used by the City is included in the assessment of well vulnerability. The vulnerability of the city wells is considered low because 1) there is a clay-rich geologic materials over the aquifer, 2) none of the human-caused contaminants regulated by the Safe Drinking Water Act have been detected at levels indicating that the wells themselves serve to draw contaminants into the aquifer as a result of pumping, and 3) water samples for both wells were analyzed for tritium and nitrate with no tritium and little or no nitrate detected in the samples. These three components confirm the non-vulnerable nature of the wells.

3.3 DWSMA Vulnerability Assessment

The low vulnerability assigned to the DWSMA (Figure 1) was determined using geologic and soil maps and reports and groundwater chemistry information which indicate that the aquifer exhibits a low sensitivity throughout the DWSMA. Arsenic, which is a naturally-occurring contaminant, has been detected in the water from public water supply Well 3 and Well 4. The presence of a naturally-occurring contaminant does not indicate that there is a direct pathway between the aquifer and potential contamination sources that occur at or near the land surface. See Appendix B for additional information regarding well and DWSMA vulnerability assessments. The assigned low vulnerability of the DWSMA means that only wells that are unused, abandoned, or not managed properly may pose a concern to the aquifer used by the City.

Chapter 4 – Inventory of Potential Contamination Sources, Establishing Priorities and Assigning Risk to Potential Contamination Sources

The low vulnerability determination of the DWSMA indicates that generally, wells greater than 90 feet in depth require inventory. However, the inventory must include other wells that may be located within the DWSMA such as:

- Wells that are undocumented or of unknown depths,
- Certain types of Environmental Protection Agency Class V wells, and
- Other types of boreholes or excavations that may reach the aquifer used by the city.

4.1 Conducting the Potential Contaminant Sources Inventory

MDH WHP rules require a PCSI must address all land parcels within a DWSMA and land use information must be included in the inventory. Parcel data for the DWSMA and each potential contaminant source (PCS) are included in geographic information system-based data submitted to the MDH. Parcel data is available to the public on the Wright County website.

Conducting the PCSI is a multi-phased process. Various local, state and federal data bases are reviewed to determine 1) if the types of PCS as listed in MDH scoping documents for the DWSMA may be present and 2) verification of the location of each PCS. GIS-based mapping techniques are used to display preliminary PCS data on an aerial photo base map and an associated PCSI worksheet for the DWSMA. The WHP team then reviews each data point displayed on the map to determine if the location and associated data for each data point is accurate. A map number is assigned to each PCS in the DWSMA.

As a start point in the inventory process, the MDH provides the City with information about wells from the Minnesota Well Index and other data bases. These data sources included wells with verified locations and unverified locations and well sealing records. The available well data is systematically reviewed by the WHP team to determine if any of the documented wells are located within the DWSMA. Historical photos were also reviewed for possible well locations within the DWSMA, which is mostly located outside City municipal boundaries. No historical Sanborn Fire Insurance maps were available to assist the WHP team in searching for old wells in those areas of the DWSMA within city boundaries. The WHP team also reviewed public water supply well files provided by the MDH to determine 1) the location of any City wells within the DWSMA or elsewhere, and 2) what the current status of any unused public wells may be (active, inactive, sealed or unknown).

The WHP team used the data review process described above to complete the PCSI.

4.2 Contaminants of Concern

None of the human-caused contaminants regulated under the federal Safe Drinking Water Act have been detected at levels indicating that the wells themselves serve to draw contaminants into the aquifer as a result of pumping.

4.3 Inventory Results and Risk Assessment

A thorough search for wells greater than 90 feet in depth was completed by referencing information from the Minnesota Well Index (MWI), a MDH public well disclosure database, MDH Public Water Supply Sources Report and city records or local knowledge. The well inventory conducted in the DWSMA reflects private and public wells with known locations, however, not all of the wells inventoried have complete data regarding depth or type of construction.

The WHP team was also required to determine locations of certain types of Class V wells within the DWSMA. A review of existing USEPA records indicates no Class V wells are thought to be located in the DWSMA.

Table 4-1 presents the PCSI results for the DWSMA. The risk assigned to each type of potential contamination source addresses 1) the number inventoried, 2) its proximity to a city well, 3) the capability of local geologic conditions to absorb a contaminant, 4) the effectiveness of existing regulatory controls, 5) the time required for the City to obtain cooperation from governmental agencies that regulate it, and 6) the administrative, legal, technical, and financial resources needed. A **high (H)** risk potential implies

that the potential source type has the greatest likelihood to negatively impact the City's water supply and should receive highest priority for management. A **low (L)** risk potential implies that a lower priority for implementing management measures is assigned.

Table 4-1
Potential Contamination Sources and Assigned Risk

Potential Source Type	Total Number	Number Within Emergency Response Area (ERA) and Level of Risk		Number Within DWSMA or WHPA and Level of Risk	
				DWSMA	WHPA
Municipal wells	4	4	L	-	-
Unknown depth wells	5	0	-	1 - H	4 - H
Wells >90'	13	0	-	4 - H	9 - H

Within the DWSMA, in addition to the four city-owned wells there are eighteen private wells. The MDH Minnesota Well Index (Appendix D) provides details regarding well depth or construction for thirteen of the private wells, however, there is no information about the remaining five private wells. All of the private wells are considered to be 'active' and serving residential properties. The following is additional information regarding located wells within the DWSMA.

- The MDH Public Water Supply Sources Report (Appendix C) indicates a city test well was constructed in April 1988 and abandoned in July 1988. The MDH report also lists a city well constructed in 1946 that was reconstructed in the early 1960s and apparently sealed about 1997. Records for these two wells are incomplete and will require further investigation to determine the current status of these two wells.
- All eighteen private, domestic-use wells are deemed to be actively in use and are ranked as a high priority because they are either 1) located within the WHPA, 2) thirteen wells are likely constructed in the same aquifer used by the city wells, or 3) there is an absence of verifiable information regarding the construction and depth of five wells.
- There are no known USEPA - classified Class V drainage wells within the DWSMA.
- Sanborn fire insurance maps are not available for the City of Howard Lake.

A map and table describing the types and locations of potential contaminant sources (e.g. wells) located within the DWSMA is presented in Appendix C.

An area 200 feet in diameter around each of the city's municipal wells called the Inner Wellhead Management Zone (IWMZ) was also surveyed to determine whether there are potential sources of contamination that may cause acute health effects. The results for IWMZ potential contaminant source inventory for the primary city wells is listed in Table 4-2.

Table 4-2
Potential Contamination Sources and Assigned Risk
For the IWMZ for Primary Wells

Well ID	Source Type	Total	Level of Risk
City Well #3 (215449)	Sewer, buried, residential & municipal	10	L
	Stormwater drain pipes	2	L
	Operating well	1	L
City Well #4 (440421)	Sewer, buried, residential & municipal	5	L
	Stormwater drain pipes	1	L
	Operating well	1	L
	Portable toilet	1	L
	Sewage sump pump	1	L

In summary, within the 200 foot radius representing the IWMZ, City Well #3 and #4 have a number of buried, sanitary sewer pipes serving mostly residential properties and a few municipal collector pipes. There are also stormwater drainage pipes and an operating well within the IWMZ of each primary well. Well #4 also has a sewage sump (lift station) and a portable toilet located within the IWMZ. All inventoried potential sources of contamination meet MDH setback requirements. The IWMZ potential contaminant source inventory conducted by the MDH and Howard Lake staff is in Appendix C which provides more information regarding the types of potential contaminants and locations in relation to each city well. Because of the low geologic vulnerability of the DWSMA these potential contaminant sources generally pose a low level of risk to the aquifer used by the City.

Chapter 5 - Impact of Land and Water Use Changes on the Public Water Supply Well

The city estimates that the following changes to the physical environment, land use, surface water, and groundwater may occur over the 10-year period that the WHP plan is in effect (Table 5-1). Land and water use changes may introduce new contamination sources or result in changes to groundwater use or quality. The anticipated changes may occur within the jurisdictional authority of the city, although some may not. Table 5-1 describes the anticipated changes to the physical environment, land use, and surface water or groundwater in relation to the 1) influence that existing governmental land and water programs and regulations may have on the anticipated change, and 2) the administrative, technical, and financial considerations of the City of Howard Lake and property owners within the DWSMA.

Table 5-1
Expected Land and Water Use Changes

Expected Change (Physical Environment, Land Use, Surface Water, Groundwater)	Impact of the Expected Change On the Source Water Aquifer	Influence of Existing Government Programs and Regulations on the Expected Change	Administrative, Technical, and Financial Considerations Due to the Expected Change
Physical Environment: No major change of the physical environment within the DWSMA is anticipated.	No impact anticipated.	No changes, therefore existing programs or regulations are adequate.	No additional administrative, technical or financial considerations required.
Land Use: 1) In the short term no change in current land use within the City or DWSMA is anticipated. 2) Projected population growth in the City will increase demand on drinking water supply, water treatment and storage capabilities.	1) No impact anticipated in the short term. 2) Land use planning that includes groundwater protection and conservation measures in the City and surrounding area can reduce potential impacts to the City's source water supply.	1) No rapid changes to current land uses anticipated, therefore existing programs or regulations are adequate. 2) Current regulations or policies regarding the use or placement of public wells and public water supply may be reviewed to assess efficiency and effectiveness in providing and protecting the water supply system.	1) No additional administrative, technical or financial considerations required at this time. 2) Within the City, revisions to land use policy or regulations to further protect the public water supply would have to comply with all applicable state regulations. The City may require technical assistance in developing new land use or water use related ordinances.
Surface Water:	Not Applicable	Not Applicable	Not Applicable
Groundwater: To meet expected future water demand additional source water supplies and associated drinking water treatment and storage capacities will be needed. Source water quality is poor due to elevated iron, manganese and arsenic levels. New wells, water treatment facility and water storage tank are planned.	No change expected in City well pumping rates in the short term. Due to the age of the existing wells and water treatment facility the projected growth in water demand cannot be met. Therefore, greater capacity to pump groundwater, treat source water to meet all primary and secondary drinking water standards and increase storage will be recommended.	No changes in water use anticipated in the short term. Therefore, existing programs or regulations are adequate to address permitting and potential construction to improve water supply infrastructure. If additional groundwater is needed, the City's DNR groundwater appropriation permit may require revision.	In the short-term, no additional administrative considerations required because overall water demand not likely to change significantly. City has ability to study, review and adopt policies and regulations to address public water usage, protection and needed infrastructure to provide public water. City Council will consider technical needs and funding options prior to updating public water supply infrastructure.

Chapter 6 - Issues, Problems, and Opportunities

6.1 Identification of Issues, Problems and Opportunities

The City of Howard Lake has identified water and land use issues, problems, and opportunities related to 1) the aquifer used by the city water supply well, 2) the quality of the well water, or 3) the land or water use within the DWSMA. The city assessed 1) input from public meetings and written comments it received, 2) the data elements identified by the MDH during the scoping meetings, and 3) the status and adequacy of the city's official controls and plans on land and water uses, in addition to those of local, state, and federal government programs.

The result of this effort is presented in Table 6-1, which defines the nature and magnitude of contaminant source management issues in the DWSMA. Identifying issues, problems, and opportunities, including resource needs, enables the City to 1) take advantage of opportunities that may be available to make effective use of existing resources, 2) set meaningful priorities for source management, and 3) solicit support for implementing specific source management strategies.

Table 6-1
Issues, Problems, and Opportunities

Issue Identified	Impacted Feature	Problem Associated with the Identified Issue	Opportunity Associated with the Identified Issue	Adequacy of Existing Controls to Address the Issue
1. There may be unidentified, unused, unlocated or poorly maintained wells within the DWSMA.	Aquifer, well water quality.	Unused/unsealed or poorly maintained wells within the DWSMA may provide a direct route for contaminants to reach the aquifer the City and private well owners use for water supply.	The City can work with the MDH and local governments to educate the public about water well upkeep and continue to inventory and prioritize wells within or near the DWSMA. The City can apply for a MDH-SWP grant for assistance in sealing wells that are determined to be abandoned or unused within the DWSMA.	The City will continue to work with citizens, the MDH, and the county to locate wells and promote the proper sealing of any abandoned or unused wells located within the DWSMA.
2. The DWSMA boundary is within multiple jurisdictions: the City of Howard Lake, Wright County, and Victor Township.	Aquifer, well water quantity, well water quality.	The City will rely on Wright County and Victor Township to administer land use policies and/or controls to regulate potential contaminant sources in those areas of the DWSMA outside the City's jurisdiction.	The City, Wright County and Victor township could participate in joint efforts to protect the aquifer supplying water to public and private water wells in the DWSMA.	The City and Wright County regulates land uses within their own jurisdictions. The multiple jurisdictions could collaborate in a review of existing land use controls for adequacy in protecting public and private water supplies.
3. The city has limited staff and financial resources to implement the wellhead protection plan.	DWSMA	With limited resources implementing the WHP plan could be a challenge for the City of Howard Lake.	The City could partner with state agencies and local governmental units (i.e. Wright County, SWCD, North Fork Crow River Partnership) that may have regulatory authority or programs to assist the City in WHP implementation.	A MDH-SWP grant program is available to a public water supplier with an approved WHP plan to assist in implementation of the WHP plan.
4. Class V injection wells may be present within the DWSMA.	Aquifer, water well quality, and DWSMA.	Auto or truck repair-related businesses within the DWSMA that have a Class V injection well may allow oil, grease, and other auto-related pollutants to infiltrate into an aquifer.	The city can provide the public and owners of such businesses with educational materials regarding Class V injection wells. A recent EPA survey did not indicate any Class V injection wells in the DWSMA. City could partner with other local units of government to address Class V wells.	Federal EPA rules ban Class V injection wells associated with auto/truck-related businesses in all WHP areas. The City could adopt an ordinance to control the use of Class V injection wells within the City municipal boundaries.

Issue Identified	Impacted Feature	Problem Associated with the Identified Issue	Opportunity Associated with the Identified Issue	Adequacy of Existing Controls to Address the Issue
5. A high capacity well constructed within or near the DWSMA may alter the WHPA boundary, impact aquifer static water levels and/or provide a pathway for pollutants to enter the aquifer.	Aquifer, DWSMA, and potentially water well quantity and quality.	A large capacity well could potentially impact a City wells' ability to supply water. City regulations do not address placement of a well or pumping rates which may influence the capture area of a City well.	The City can work closely with the MDH-SWP, DNR-Waters, and Wright County to identify any new high capacity wells which may be proposed within or near the DWSMA. MDH & DNR can assist the City in determining if a new high capacity well may influence the capture area of City wells.	Current state regulations require all wells to be constructed according to state well construction codes and setbacks. DNR & MDH consider quantity of water being requested and potential impact on a DWSMA prior to permitting. City could consider adoption of policy and rule to address placement of wells within municipal boundaries.
6. There is a lack of geologic or hydrological data available for the area surrounding the City.	Aquifer, water well quantity and DWSMA	The aquifer properties used in this delineation are based on specific capacity data collected at the City wells and other nearby wells completed within the aquifer.	Future modeling of the WHPA boundary can be refined with aquifer data derived from an aquifer test on one or more of the city's primary wells. Also, the verification of new well construction within 1 mile of the DWSMA is useful in groundwater modeling.	The City can request technical assistance from the MDH to conduct an aquifer test on one or more of the City primary wells.
7. It is important to educate the citizens within the DWSMA and newly-elected city officials and other local or state agencies about the City's WHP program.	Aquifer, water well quality and quantity and DWSMA.	Periodic turnover in elected officials and staff from various agencies can be a challenge to maintain continuity and momentum in future WHP plan implementation efforts.	City staff can work with the MDH or MRWA staff to provide WHP-related information to elected officials, citizens, and other local or state technical staff. This keeps decision-makers informed of the importance and need for effective WHP plan implementation as they relate to the city's drinking water supply.	The City can formally request assistance from MDH or MRWA to develop appropriate educational materials related to WHP.
8. A power outage could have major impact on City water supply systems.	Aquifer, well water quantity.	City does not have adequate emergency backup power supply for water supply system.	The City could apply for a MDH Source Water Protection Implementation grant to offset costs of an emergency generator and wiring.	The City has authority to provide resources needed to continue public water supply during an emergency.

Issue Identified	Impacted Feature	Problem Associated with the Identified Issue	Opportunity Associated with the Identified Issue	Adequacy of Existing Controls to Address the Issue
9. Water treatment plant doesn't have sufficient capacity to supply both public water demand and storage requirements.	Aquifer, water well quantity and quality and DWSMA.	The current water treatment facility can't meet demand during seasonal increases in water usage and/or potential drought conditions.	City could add a new well(s), construct a new water treatment plant and increase water supply storage capacity. The City can review current drought management policies and ordinances.	The City has authority to construct a new public well. It also can implement a water conservation plan to control limited water supplies during drought. The City can apply for grants or low interest loans to finance new water supply infrastructure.

6.2 Comments Received

There have been several occasions for local governments, state agencies, and the general public to identify issues and comment on the City's WHP plan. At the beginning of the planning process, local units of government were notified that the City was going to develop its WHP plan and were given the opportunity to identify issues and comment. A public information meeting was held to review the results of the delineation of the wellhead protection area, DWSMA, and the vulnerability assessments. A public hearing was held before the completed WHP plan was sent to the MDH for state agency review and approval. The City did not receive any written or verbal comments at the public hearing.

Chapter 7 - Existing Authority and Support Provided by Local, State, and Federal Governments

In addition to its own controls, the City of Howard Lake will rely upon partnerships formed with local units of government, state agencies, and federal agencies with regulatory controls or resource management programs in place to help implement its WHP plan. The level of support that a local, state, and federal agency can provide depends on its legal authority, as well as the resources available to local governments.

7.1 Existing Controls and Programs of the City of Howard Lake

Table 7-1 lists the legal controls and/or programs that the city has identified to support the management of potential contamination sources within the DWSMA.

Table 7-1
Official Controls and Programs of the City of Howard Lake

Type of Control	Program Description
The City of Howard Lake has adopted: 1. A Comprehensive Land Use Plan; 2. Planning and Zoning; 3. State Building Code; 4. Ordinances addressing • Water Usage • Building and Land Use	 1. Provides long-term guidance for land use and infrastructure needs. 2. Provides for orderly land uses within the City and shoreland zones. City codes control and direct development and offset potential environmental risk to the City's water supply that may be posed by a specific land use. 3. Adoption of state Building Code requires building permits to assure setbacks to water and sewer lines are met; plumbing and electrical requirements and inspections. 4. Ordinances reduce potential for contamination of the public drinking water supply and protects public health via water supply regulations, promotes water conservation, addresses drought and water supply emergencies.

7.2 Local Government Controls and Programs

Table 7-2 lists departments or programs within Wright County that may be able to assist the City with issues relating to potential contamination sources that 1) have been inventoried or 2) may result from changes in land and water use within the DWSMA.

Table 7-2
Local Agency Controls and Programs

Government Unit	Name of Control/Program	Program Description
Wright County Planning and Zoning	1. County-wide Land Use Plan 2. US Highway 12 Corridor Transportation and Land Use Plan	1. County administers zoning, land use and subdivision regulations land uses for unincorporated areas of the county. State building code adopted. 2. Provides an objective study of U.S. Highway 12 Corridor's physical features, land use, population, natural resources, development trends and other factors in order to guide future decision-making as it relates to transportation and land use.
Wright County SWCD	Water Planning Management	Identifying & assessing priority water resource concerns including assistance to wellhead protection areas when applicable.
North Fork Crow River Water Planning Partnership	North Fork Crow River One Watershed, One Plan (1W1P)	Collaboration of counties, SWCDs and watershed districts to develop and implement a comprehensive approach to prioritize and target implementation strategies that result in measurable resource improvements. Drinking water and groundwater protection are top priorities.

7.3 State Agency and Federal Agency Support

The MDH will serve as the contact for enlisting the support of other state agencies on a case-by-case basis regarding technical or regulatory support that may be applied to the management of potential contamination sources. Participation by other state agencies and the federal government is based on legal authority granted to them and resource availability. Furthermore, the MDH 1) administers state regulations that affect specific potential sources of contamination and 2) can provide technical assistance to property owners to comply with these regulations.

Table 7-3 identifies the specific regulatory programs or technical assistance that state and federal agencies may provide to the City of Howard Lake to support implementation of the WHP plan. It is likely that other opportunities for assistance may be available over the 10-year period that the plan is in effect due to changes in legal authority or increases in funding granted to state and federal agencies. Therefore, the table references opportunities available when the City's WHP plan was first approved by the MDH.

**Table 7-3
State and Federal Agency Controls and Programs**

Government Unit	Type of Program	Program Description
MDH	State Well Code (Minnesota Rules, Chapter 4725)	The MDH has authority over the construction of new wells and the sealing of wells. The MDH staff in the Well Management Program offer technical assistance for enforcing well construction codes, maintaining setback distances for certain contamination sources, and well sealing.
	Wellhead Protection program (Minnesota Rules, Chapter 4720.5100 to 4720.5590)	MDH can help the City identify technical or financial support that other governmental agencies can provide assistance with managing potential contamination sources. The MDH administers SWP grant program.
DNR	Water appropriation permitting (Minnesota Rules, Chapter 6115)	DNR controls permitting of new high capacity wells and requests to increase pumping rates for an existing groundwater or surface water appropriation permit.
	Public Waters (lakes, wetlands, streams - zoning and buffer requirements)	Establishes special requirements for land uses, vegetative cover and soil disturbances within shore land areas adjacent to protected waters.
U.S. EPA	Class V Injection Well Program (40 Code of Federal Regulations 144, Subpart G),	EPA has the regulatory authority over Class V Injection Wells, also known as Shallow Disposal Wells.

7.4 Support Provided by Nonprofit Organizations

The City of Howard Lake will request assistance from Wright County Planning and Zoning, Wright County SWCD, North Fork Crow River Water Planning Partnership and the Minnesota Rural Water Association and other established organizations to assist in the implementation of the City's WHP plan.

Chapter 8 – Goals, Objectives and Measures

8.1 Goals

Goals define the overall purpose for the WHP plan, as well as the end points for implementing objectives and their corresponding actions. The WHP team identified the following goals after considering 1) the impacts that changing land and water uses have presented to drinking water quality over time and 2) the future changes that need to be addressed to protect the community's drinking water:

- **Improve system resilience and the ability to provide a safe and adequate water supply.**
- **Protect the aquifer from which the City of Howard Lake draws its drinking water.**
- **Educate public officials, land owners and the general public about the importance of protecting public drinking water supplies.**

8.2 Objectives and Plan of Action

Objectives provide the focus for ensuring that the goals of the WHP plan are met and that priority is given to specific actions that support multiple outcomes of plan implementation. Both the objectives and the wellhead protection action plan (measures) that support them are based on assessing 1) the data elements (Chapter 2 and Appendix A), 2) the potential contaminant source inventory (Chapter 4 and Appendix C), 3) the impacts that changes in land and water use present (Chapter 5), and 4) issues, problems, and opportunities referenced to administrative, financial, and technical considerations (Chapter 6).

8.3 Objectives

The following objectives have been identified to support the goals of the WHP plan for the City of Howard Lake:

1. Communicate with the public about wellhead protection.
2. Utilize community involvement to protect drinking water.
3. Effectively manage public water infrastructure that the City of Howard Lake owns and operates.
4. Assess the use of land use policies or controls to protect drinking water supplies.
5. Collect, monitor and evaluate data necessary to support WHP Plan implementation and future updates.

8.4 Establishing Priorities

WHP measures reflect the administrative, financial, and technical requirements needed to address the risk to water quality or quantity presented by each type of potential contamination source. Not all of these measures can be implemented at the same time, so the WHP team assigned a priority to each. A number of factors must be considered when WHP action items are selected and prioritized (part 4720.5250, subpart 3):

- Contamination of the public water supply wells by substances that exceed federal drinking water standards.
- Quantifiable levels of contamination resulting from human activity.
- The location of potential contaminant sources relative to the wells.
- The number of each potential contaminant source identified and the nature of the potential contaminant associated with each source.
- The capability of the geologic material to absorb a contaminant.
- The effectiveness of existing controls.
- The time needed to acquire cooperation from other agencies and cooperators.
- The resources needed, i.e., staff, money, time, legal, and technical resources.

The Public Water Supplier defines a priority for implementing a WHP measure as an action that will have a substantial impact, either direct or indirect, on the reduction of the risk of contamination of the City's water supply by human-caused activity.

8.5 WHP Measures and Action Plan

Based upon the above factors, the WHP team has identified WHP measures that will be implemented by the City over the 10-year period that its WHP plan is in effect. The objective that each measure supports

is noted as well as 1) the lead party and any cooperators, 2) the anticipated cost for implementing the measure, and 3) the year or years in which it will be implemented.

The following categories are used to further clarify the focus that each WHP measure provides, in addition to helping organize the measures listed in the action plan:

1. Education and Outreach
2. Coordination, Evaluation and Reporting
3. Potential Contaminant Source Management
4. Water Resource Planning
5. Monitoring, Data Collection and Assessment
6. Security and Emergency Planning

Tables 8-1 through 8-6 list each measure that will be implemented over the 10-year period that the City's WHP plan is in effect, including the priority assigned to each measure. Unless otherwise specified, all efforts to implement identified measures listed in Tables 8-1 through 8-6 must be summarized by the eighth year after WHP approval to coincide with the beginning of the formal process to amend this current version of the WHP plan.

In the following tables, an asterisk (*) indicates implementation of the measure is dependent upon grant funding availability.

**Table 8-1
Education and Outreach**

Education and Outreach - Implementation Action Items												
Action	Priority	Description	Objective Addressed	Cooperators	Cost	Implementation Time Frame						
						2023	2024	2025	2026	2027	2028	2029
Action 1	High	<u>WHP & Drinking Water Protection Education</u> Measure: Provide educational materials to residents about wellhead protection.	1	City, MRWA, MDH	Staff Time	•		•		•		•
Action 2	High	Measure: Post the wellhead protection plan on the Howard Lake public water system's webpage.	1	City, MRWA	\$50	•		•		•		•
Action 3	High	Measure: Post the Minnesota Rural Water Association's "Where Does My Drinking Water Come From?" brochure on the Howard Lake public water system's webpage.	1	City, MRWA	\$50	•		•		•		•
Action 4	Medium	Measure: Provide information to residents about water conservation tips and water reuse practices.	1, 2	City, MRWA	\$50	•		•		•		•

Table 8-2
Coordination, Evaluation, and Reporting

Coordination, Evaluation and Reporting – Implementation Action Items												
Action	Priority	Description	Objective Addressed	Cooperators	Cost	Implementation Time Frame						
						2023	2024	2025	2026	2027	2028	2029
Action 5	Low	<u>WHP Coordination</u> Measure: Request notification from Wright County of any land use or zoning changes in or near the DWSMA.	2	City, WPZ	Staff Time	•						
Action 6	Low	Measure: Request Wright County consider impacts to drinking water during zoning and permit reviews.	1,2,4	City, WPZ	Staff Time	•						
Action 7	Low	Measure: Provide a copy of the Howard Lake Wellhead Protection Plan to Wright County and Victor Township.	2	City	Staff Time	•						
Action 8	Low	Measure: Request Wright County, Wright SWCD and North Fork Crow River Water Planning Partnership to include wellhead protection information in local plans.	2,4	City, WPZ, SWCD, NFCRWPP	Staff Time		•					
Action 9	High	<u>WHP Program Evaluation & Plan Reporting</u> Measure: Complete an Evaluation Report every 2.5 years that evaluates the “progress of plan of action and the impact of any contaminant release on the aquifer supplying the public water supply well” as per MN WHP Rule 4720.5270.	2,4	City, MDH, MRWA	Staff Time			•			•	
Action 10	Medium	Measure: Maintain a “WHP folder” that contains date and documentation of WHP-related activities completed.	5	City	Staff Time	On Going Basis						

Table 8-3
Potential Contaminant Source Management

Potential Contaminant Source Management - Implementation Action Items												
Action	Priority	Description	Objective Addressed	Cooperators	Cost	Implementation Time Frame						
						2023	2024	2025	2026	2027	2028	2029
Action 11	Medium	<u>High Capacity Wells</u> Measure: Contact MDH Hydrologist if a new or proposed high capacity well is located within one mile of the DWSMA.	2, 5	City, WPZ, MDH DNR	Staff Time	On An As-Needed Basis						
Action 12	Medium	<u>Class V Wells</u> Measure: Notify MDH source water protection planner if a Class V well is identified in the DWSMA.	1, 2	City, MDH	Staff Time	On An As-Needed Basis						
Action 13	High	<u>Private Wells</u> Measure: Provide information to property owners on well management and well sealing.	1, 2	City, MDH	\$200	•		•		•		•
Action 14	High	Measure: Identify unused wells in the DWSMA and prioritize for sealing.	1, 5	City, MDH	Staff Time	On An As-Needed Basis						
Action 15	High	Measure: Apply for a MDH SWP Grant to seal high priority wells within the DWSMA.*	1, 2	City, MDH	Staff Time	On An As Needed Basis						

Potential Contaminant Source Management - Implementation Action Items												
Action	Priority	Description	Objective Addressed	Cooperators	Cost	Implementation Time Frame						
						2023	2024	2025	2026	2027	2028	2029
Action 16	High	<u>Municipal Well Management:</u> Measure: Request assistance from MDH Well Management to determine if public wells (unique #440406, #215450 and #215853) have been properly sealed.	3, 5	City, MDH	Staff Time	•	•					
Action 17	High	Measure: Seal unused public wells (unique #440406, #215450 and #215853) if these wells have not been properly sealed.*	3	City, MDH	TBD		•	•				
Action 18	High	<u>Inner Well Management Zone (IWMZ):</u> Measure: Make sure setback distances are met for new potential contaminant sources in the IWMZ.	2, 3	City		On Going Basis						
Action 19	High	Measure: Request assistance from the MDH or MRWA to review and update the IWMZ survey form for all city wells every 5 years.	3	City, MDH, MRWA	Staff Time					•		•
Action 20	High	Measure: Implement WHP measures identified in IWMZ inventory reports and Sanitary Survey reports. Apply for MDH funding if implementation measure results in costs.	3	City, MDH	Staff Time	On An As Needed Basis						

**Table 8-4
Water Resource Management**

Water Resource Management - Implementation Action Items												
Action	Priority	Description	Objective Addressed	Cooperators	Cost	Implementation Time Frame						
						2023	2024	2025	2026	2027	2028	2029
Action 21	Medium	<u>Infrastructure Improvement and Planning:</u> Measure: Contact MDH Hydrologist and District Engineer for initial discussion prior to planning for a new public well.	3	City, MDH	Staff Time + costs of engineering & construction	•	•	•				
Action 22	High	Measure: Determine need and cost of reconstructing or replacing a public well.	3	City		•	•	•				
Action 23	Medium	Measure: Construct a public well to ensure water quality and/or quantity needs are met.*	3	City				•	•			
Action 24	High	Measure: Determine need and cost of reconstructing or replacing public water treatment plant and additional water storage tank.	2, 5	City		•	•	•				
Action 25	Medium	<u>Land Use & Water Resource Planning:</u> Measure: Review, develop or update land use controls and ordinances for the location and usage of wells within the city.	2, 4	City	TBD	•						
Action 26	Medium	Measure: Consider applying for MDH SWP grant for planning consultant to assist the city with Measure 25.*	2, 4	City, MDH	Staff Time	•						

Table 8-5
Monitoring, Data Collection, and Assessment

Monitoring, Data Collection and Assessment – Implementation Action Items												
Action	Priority	Description	Objective Addressed	Cooperators	Cost	Implementation Time Frame						
						2023	2024	2025	2026	2027	2028	2029
Action 27	Medium	<u>Data Collection:</u> Measure: Conduct an aquifer test on either Well #3 or Well #4, or both between years five and seven of WHP plan implementation.*	3, 5	City, MDH	Staff Time					•	•	•
Action 28	High	Measure: Request assistance of Wright County to mark correct locations of wells constructed within two miles of the city or one mile of the DWSMA using a MDH-provided map.	2, 5	City, MDH, WPZ	Staff Time						•	
Action 29	Medium	<u>Monitoring:</u> Measure: Work with the MDH Hydrologist to sample Well #3 and Well #4 (or all primary wells at the time of sampling) for vulnerability parameters in year six of WHP plan implementation.*	3, 5	City, MDH	Staff Time	On Going Basis						•
Action 30	Medium	Measure: Review and update as needed the potential contaminant source inventory (spreadsheet and map) every 2.5 years	5	City	Staff Time			•			•	•

**Table 8-6
Security and Emergency Planning**

Security and Emergency Planning – Implementation Action Items												
Action	Priority	Description	Objective Addressed	Cooperators	Cost	Implementation Time Frame						
						2023	2024	2025	2026	2027	2028	2029
Action 31	Low	Measure: Update DNR Water Supply Plan on an as-needed basis or prior to amending this WHP plan.	2, 5	City, DNR	Staff Time	On An As Needed Basis					•	
Action 32	Low	Measure: Provide City Public Safety Department with DWSMA map and wellhead protection information.	2	City	Staff Time	•						

8.6 Commitments from Cooperators

The agencies listed in Table 8-7 manage various programs that may provide technical and in some instances financial assistance to support the City of Howard Lake with implementing the WHP measures in which they are identified.

**Table 8-7
Cooperating Agencies List**

Agency Name and Measure Number	Agency Name and Measure Number
MDH – 1, 9, 11-17, 19-21, 26-29	Wright County PZ – 5-6, 8, 11, 28
MRWA – 1-4, 9, 19	Wright SWCD & NFCRWPP - 8
DNR – 11, 31	City of Howard Lake – all measures

Chapter 9 - Evaluation Program

Evaluation is used to support plan implementation and is required under Minnesota Rules, part 4720.5270 prior to amending the City’s WHP plan. Plan evaluation specified in Chapter 8.3 - Objective 5 provides the mechanism for determining whether WHP action items are achieving the intended result or whether they need to be modified to address changing administrative, technical, or financial resource conditions within the DWSMA. The City has identified the following procedures that it will use to evaluate the success with implementing its WHP plan.

1. The WHP team will meet, at a minimum, every two-and-one-half years to assess the status of plan implementation and to identify issues that impact the implementation of action steps throughout the DWSMA;
2. The City will prepare a written report that documents how it has assessed plan implementation and the action items that were carried out. The report will be presented to the MDH at the first scoping meeting held with the City to begin amending the WHP plan.

Chapter 10 - Contingency Strategy

Appendix D of the WHP plan includes a contingency strategy that addresses disruption of the water supply caused by either contamination or mechanical failure.

APPENDICES

Appendix A: Identification and Assessment of Data Elements Used to Prepare the Plan

Appendix B: Wellhead Protection, Part 1 WHPA and DWSMA Delineation and Vulnerability Assessment

Appendix C: Inventory of Potential Contamination Sources

Appendix D: Supporting Documents

Appendix A

Assessment of Data Elements

Exhibit A - Scoping 2 Notice and Summary

Exhibit B – Howard Lake Assessment of Data Elements

Appendix A

Exhibit A

Howard Lake Scoping 2 Notice and Summary



Protecting, Maintaining and Improving the Health of All Minnesotans

December 28, 2020

Mrs. Meagan Theisen, Assistant City Administrator
City of Howard Lake
P.O. Box 736
Howard Lake, Minnesota 55349-0736

Subject: Scoping 2 Decision Notice and Meeting Summary – City of Howard Lake – PWSID 1860010

Dear Mrs. Theisen:

This letter provides notice of the results of a virtual scoping meeting held with you, Meagan Donahue, Nick Hagenmiller, and Josh Halvorson (city of Howard Lake), Terry Bovee, (consultant), Robyn Hoerr (Minnesota Rural Water Association) on November 30, 2020, regarding wellhead protection (WHP) planning. During the meeting, we discussed the data elements that must be compiled and assessed to prepare the part of the WHP plan related to the management of potential contaminants in the approved drinking water supply management area. The enclosed Scoping 2 Decision Notice lists the data elements discussed at the meeting. We also discussed a summary of planning issues and recommendations that were identified during the Part 1 WHP Plan development process which should be considered for inclusion in your Part 2 WHP Plan.

The city of Howard Lake has met the requirements to distribute copies of the first part of the WHP plan to local units of government and hold an informational meeting for the public. The city of Howard Lake will have until May 15, 2023, to complete its WHP plan. The city of Howard Lake was given additional time due to Minnesota Rules, part 4720.5130, subpart 4, item D.

MDH understands a consultant will be working with you to develop a draft of the remainder of the WHP plan. I will be contacting you to review the progress of the development of Part 2 of your plan. Upon request, the Technical Assistance Planner can provide a glossary of terminology, identification of information sources for the required Data Elements, and other technical assistance documents. If you have any questions regarding the enclosed notice, contact me by email at john.freitag@state.mn.us or by phone at 651-201-4669.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Freitag'.

John Freitag, Planner
Source Water Protection Unit
P.O. Box 64975
St. Paul, Minnesota 55164-0975

JF:ds-b

Enclosures

cc: Terry Bovee, Consultant
Jon Groethe, MDH Engineer, St. Cloud District Office
Luke Stuewe, Minnesota Department of Agriculture
Robyn Hoerr, Minnesota Rural Water Association

SCOPING 2 DECISION NOTICE – LOW VULNERABILITY DWSMA

Date: December 28, 2020

Name of Public Water Supply: City of Howard Lake

PWSID: 1860010

Name of the Wellhead Protection Manager: Mrs. Meagan Theisen, Assistant City Administrator

Address: P.O. Box 736

City: Howard Lake

Zip: 55349-0736

Phone: 320-543-3670

Primary Unique Well Numbers: 215449 (Well #3), 440421 (Well #4)

DWSMA Vulnerability: ☒ Low

The purpose for the second scoping meeting, as required by Minnesota Rules, part 4720.5340, is to discuss the information necessary for preparing Part 2 of a Wellhead Protection Plan. The Part 1 Plan identifies the area that provides the source of drinking water for the public water supply (PWS) and assesses how vulnerable that area is to contamination. The PWS can utilize that information to develop land use and management practices that protects their groundwater resource from contamination.

The wellhead rule (Minnesota Rules, part 4720.5340) refers to the information required for wellhead planning as data elements. This notice lists the data elements that are stated in Minnesota Rules, part 4750.5400 and are selected for the PWS because of the low vulnerability of the drinking water supply management area (DWSMA) as determined in Part 1.

Scoping 2 Data Elements Needed for the Part 2

Data Elements are pieces of information in the form of a map, a list, records, tables and inventories. Where appropriate, they should be reviewed and assessed in terms of their present and/or future implications on the 1) use of the well(s), 2) quality and quantity of water supplying the public water supply wells(s), and 3) land and groundwater uses in the DWSMA. It is important to discuss the relevance of the data elements to management of the DWSMA. Check the technical assistance comments for guidance on reviewing the data elements and conducting these assessments. Clearly identify in the plan which data elements are associated with which tables/figures. If a data element does not exist, state that in the narrative.

Submit –

The following information **MUST** be submitted in the Part 2 by including it in the plan narrative and/or appendix. **An asterisk* with red text** indicates information that **MUST** be contained in the Part 2.

- ☐ ***A map that indicates the vulnerability and includes the DWSMA, WHP Area, and Emergency Response Area must be included in the Part 2.** This map with vulnerability is a product of the Part 1 and provides a basis for planning activities in Part 2. SWP Planner can provide the DWSMA figure.

DATA ELEMENTS ABOUT THE LAND USE –

Land Use

- ☐ ***An existing map of political boundaries.**
- ☐ ***An existing map of public land surveys including township, range, and section.**

Technical Assistance Comments: A map or maps showing updated political boundaries and township, range, section with labels is required for determining land use authorities for the land within the DWSMA. DWSMA figure map provided by SWP Planner will also contain political boundaries with township, range, and section. Determine and discuss how the various land use authorities may affect the management of the DWSMA.

- A map and an inventory of the current and historical agricultural, residential, commercial, industrial, recreational, and institutional land uses and potential contaminant sources.
 - ☐ ***The Potential Contaminant Source Inventory (PCSI) data in both a table and map format must be created and included in the Part 2. Include potential contaminant sources as listed on the PCSI attachment provided for each existing vulnerability within the DWSMA.**
 - Inventory wells greater than 90 feet in depth. Also, inventory wells of undocumented or unknown depths.
 - The inventory should include your community wells but not include any wells that are known to have been sealed according to the Minnesota Well Code (MN Rules 4725).
 - ☐ ***A land use/land cover map and table.** SWP Planner can provide a land cover map and data/table from federal sources. This data set should be used unless an alternative electronic data set that is more current and detailed is available. Assess and discuss changes in land use that could impact management of the DWSMA.

SCOPING 2 DECISION NOTICE – LOW VULNERABILITY DWSMA

- ☐ ***An inventory of the Inner Wellhead Management Zone (IWMZ).** A recent IWMZ inventory (within six years) for each primary well with management recommendations on the MDH form, or a table that summarizes the number and type of contaminant sources with the management recommendations must be included. Incorporate or reference the recommendation(s) from the IWMZ into the Part 2. IWMZ will be completed by the SWP Planner with assistance from the PWS staff. A copy will be provided to the PWS.

Technical Assistance Comments: This section encompasses the Potential Contaminant Source Inventory known as the PCSI. See the Scoping 2 Decision Notice Potential Contaminant Source Inventory Requirement Attachment(s) and endorsement procedures/fact sheets for further information. Utilize the PCSI geo-database attribute template provided by SWP Planner. Management strategies must be developed for potential sources of contamination that pose a risk to the drinking water supply.

- ☐ ***An existing comprehensive land-use map.**
- ☐ ***An existing zoning map.**

Technical Assistance Comments: This information can indicate areas in the DWSMA where growth or the addition of potential contaminant sources is likely to occur. Furthermore, the review of local zoning and comprehensive land-use maps facilitates the evaluation of the degree of compatibility current and future land uses have with the PWS goals of protecting the drinking water wells and aquifer.

Required to be discussed in plan -

The following information (if existing) MUST be reviewed and discussed in the development of the Part 2. The Part 2 narrative must contain a description identifying whether/how the information may influence the management of the DWSMA. The data element may be located in the public domain. While the map or document reviewed is not required to be included in the Part 2, the source of the data element must be provided in the plan narrative by indicating a web address or reference to its location.

DATA ELEMENTS ABOUT THE PHYSICAL ENVIRONMENT –

Water Resources

- An existing map showing those areas delineated as floodplain by existing local ordinances.

Technical Assistance Comments: Assess and describe any issues and management needed in the DWSMA based on the Federal Emergency Management Agency (FEMA) Floodplain 100-year FIRM (Flood Insurance Rate Map) and (or) other State and local floodplain or flooding information. Consult with the WHP Manager to evaluate any potential or historical flooding impacts on the public water supply wells or aquifer. The Inner Well Management Zone report and Sanitary Survey may be used to identify flooding issues and impacts.

DATA ELEMENTS ABOUT THE LAND USE –

Land Use

- An existing map of parcel boundaries.

Technical Assistance Comments: Parcel boundaries may have been used for delineation of the DWSMA in Part 1. In Part 2, parcel identification information must be included or linked and must be used for education or targeting activities or practices in addressing potential contaminants. In the narrative indicate if parcel data is available from the public domain (i.e. county GIS or associated website such as Beacon).

Part 1 -

The following information was reviewed and assessed in Part 1. The Part 1 should be used as a data source for the Part 2. The technical assistance comments provide the requirements for how this information must be discussed and/or included in the Part 2. Include relevant excerpts or summaries from the Part 1 where indicated. Or if the Part 1 is included in the appendix that can be referenced.

DATA ELEMENTS ABOUT THE PHYSICAL ENVIRONMENT –

- An existing geologic map and a description of the geology, including aquifers, confining layers, recharge areas, discharge areas, sensitive areas as defined in Minnesota Statutes, section 103H.005, subdivision 13, and groundwater flow characteristics.
- Existing records of the geologic materials penetrated by wells, borings, exploration test holes, or excavations, including those submitted to the department.
- Existing borehole geophysical records from wells, borings, and exploration test holes.
- Existing surface geophysical studies.

Technical Assistance Comments: Provide a summary in the plan narrative (few sentences/paragraph) of the Description of the Hydrologic Setting from Part 1. Provide the conclusions regarding the Well and DWSMA Vulnerabilities related to the geologic conditions and how these conditions influence the management of the DWSMA.

DATA ELEMENTS ABOUT THE LAND USE –

Public Utility Services

- An existing record of construction, maintenance, and use of the public water supply well and other wells within the DWSMA.

Technical Assistance Comments: Well construction records indicate what is known about the well(s) and can indicate if the well(s) have structural integrity or groundwater protection issues. Briefly summarize in the plan narrative what is discussed about each well from the Assessment of Well Vulnerability in Part 1.

DATA ELEMENTS ABOUT WATER QUANTITY –

Groundwater Quantity

- An existing list of wells covered by state appropriation permits, including amounts of water appropriated, type of use, and aquifer source.
- An existing description of known well interference problems and water use conflicts.
- An existing list of state environmental bore holes, including unique well number, aquifer measured, years of record, and average monthly levels.

Technical Assistance Comments: This information, if known, was incorporated into the Part 1 and was used to assist in determining hydrologic boundary conditions and area static water levels. In Part 2, information about Department of Natural Resources appropriation permit holders and any known well interference problems or water use conflicts must be discussed, including how this information could affect the management of the DWSMA.

DATA ELEMENTS ABOUT WATER QUALITY –

Groundwater Quality

- An existing summary of water quality data, including: 1. bacteriological contamination indicators; 2. inorganic chemicals; and 3. organic chemicals.
- An existing list of water chemistry and isotopic data from wells, springs, or other groundwater sampling points.
- An existing report of groundwater tracer studies.

Technical Assistance Comments: This information, if known, was incorporated into the Part 1. Provide a summary of the assessment of well vulnerability and/or any relevant chemistry and isotopic composition data available from PWS wells and other wells/sources.

Revision Date: 04/01/2019

To obtain this information in a different format, call: 651-201-4570. Printed-on recycled paper.

City of Howard Lake Scoping 2 Meeting
Wellhead Protection (WHP) Planning Issues Summary

NOTE: This document is intended to be a summary of issues identified to date and is **not intended to replace the required data elements identified in the Scoping 2 Decision Notice** nor is it intended to be an exhaustive list of all potential drinking water issues.

Drinking Water Protection Issues Identified to Date:

The DWSMA extends beyond city boundaries.

Water Quality Detections and Implications:

None

Old Municipal Well (OMW) Information:

The Minnesota Department of Health has compiled historical information for use in the planning process.

OMW Report indicates Wells #1 and #2 have sealing records. There is a mention of three creameries in town in the year 1907, and one had an interconnection with the city's municipal supply. Also, there was a railroad depot north of Highway 12.

Sanborn Maps:

☒ Sanborn Maps are not available for this area.

Recommended WHP Measures:

1. Well Locating: If wells are constructed within two-miles of the city or one mile of the DWSMA, their locations should be verified. This information may allow a better understanding of the extent and thickness of the city's aquifer and the overlying clay confining units and result in a more refined WHPA in the future.
2. Water Quality Monitoring: Sample Wells 3 and 4 (or whatever primary wells exist at that time) for vulnerability parameters in year six of plan development, determined in consultation with MDH (likely tritium, chloride, bromide, nitrate and ammonia) and dependent on available funding. The city may need to collect the samples and ship them to MDH. Information generated by this sampling will be used to refine vulnerability assessments for the next amendment.
3. Aquifer Testing: The aquifer properties used in this delineation are based on specific capacity data collected at the city wells and other nearby wells completed within the aquifer. To refine the delineation, aquifer test data should be collected from one, or both, of the primary city wells at some time between years five and seven of the Wellhead Protection Plan, with assistance from MDH and depending on any limitations that may exist for sustained well use, water storage, or disposal.

Appendix A

Exhibit B

Howard Lake Assessment of Data Elements

Exhibit B-1

- **Assessment of the Data Elements Used to Prepare the Howard Lake Wellhead Protection Plan**
 - **Figure 1 – Preliminary Floodplain Zone Information**
 - **Figure 2 – Howard Lake DWSMA Land Cover Data**
 - **Figure 3 – City of Howard Lake DWSMA Zoning Map**
 - **Figure 4 – Victor Township Land Use Map**

Exhibit B-2

- **U.S. Highway 12 Land Use Plan**

Exhibit B-3

- **2021 Howard Lake Drinking Water Consumer Confidence Report**

Exhibit B-1

Assessment of the Data Elements Used to Prepare the Howard Lake Wellhead Protection Plan

The data elements listed in the Minnesota Department of Health Scoping 1 and 2 Letter and Notice were identified by the MDH to be used in the WHP plan. The selection of a data element is based on 1) the hydrogeological setting and 2) vulnerability of the wells used by the Public Water Supplier, and 3) vulnerability of a DWSMA known at the time that each scoping meeting was held. Each data element is assessed for its impact on 1) the use of the public water supply well, 2) delineation of the WHPA, 3) the quality and quantity of water supplying the public water supply well, and 4) land and groundwater uses within the DWSMA.

Physical Environment

Precipitation information was not required because of the hydraulically confined aquifer used by the City of Howard Lake.

Geologic information contained in Appendix B was obtained from 1) existing maps, reports, and studies that are listed in the References section of the Part 1 report, and 2) the records of wells, test borings, and well sealing records that are on file at the MDH and stored in the Minnesota Well Index (MWI) database. Soil data was not required because of the hydraulically confined aquifer used by the City of Howard Lake.

Geologic information was used to determine 1) the extent and composition of the aquifer) used by the city wells, 2) the vulnerability of the aquifer at the location of each well used by the Public Water Supplier, and 3) the vulnerability of the DWSMA. Geologic information affects the delineation of the WHPA because it is used to address the aquifer transmissivity and hydrologic boundaries delineation criteria. Second, geologic information provides insight into the pathways that recharging water takes to enter the aquifer, which impacts 1) the use of the well, and 2) the quality and quantity of water that is pumped. Finally, it is the principle information that is used to assess DWSMA vulnerability, which impacts land- and groundwater-uses within the DWSMA.

Water resources information was required for areas within the DWSMA that are located in a designated floodplain. There are no areas designated as floodways or flood zones within the Howard Lake DWSMA. FEMA has not completed a study to determine flood hazards for the City of Howard Lake, therefore, a flood map has not been published at this time. Preliminary flood zone information is shown in Figure 1. The city administers both shoreland and floodplain regulations. Other water resource data is not required to be collected or evaluated because of the hydraulically confined aquifer used by the City of Howard Lake.

Land Use

Land use information was obtained from various sources relating to existing parcel boundaries, political boundaries, public land survey coordinates, comprehensive land-use, and zoning. Figure 1 in the Howard Lake Wellhead Protection Plan contains political boundaries and public land survey coordinates. Parcel boundary information is in a geographic information system (GIS) format and has been included with other GIS materials submitted to the MDH. Land cover data, including current agricultural, residential, commercial, industrial, recreational, and institutional land uses and comprehensive planning and zoning information is included in Figures 2 through 4.

Appendix C contains maps and inventory of potential contamination sources within the DWSMA.

Center-lines of highways, streets or roads, public land survey coordinates and parcel data were used in

defining the DWSMA boundary. The DWSMA boundary may impact land and groundwater uses because they define where the WHP plan will be implemented. They have no direct impact on 1) the use of the public water supply well, 2) delineation of the WHP area, and 3) the quantity and quality of the well water used by the public water supply.

The **comprehensive land use and zoning maps** affect land and water use within the DWSMA because they provide a basis for limiting future land uses that may be incompatible with ordinances or planning goals. As such, they may be used for denying new potential contamination sources or imposing performance standards that affect the use of existing or new public water supply wells and the quantity and quality of the well water used by the Public Water Supplier. The City is currently in the process of reviewing and revising its current comprehensive land use plan. Land use in the DWSMA is dominated by residential districts within the Howard Lake municipal boundaries (Figure 2). The remainder of the DWSMA is located within Victor Township and row crop agriculture is the dominant land use (Figure 4). Because of the hydraulically confined aquifer used by the City of Howard Lake, none of the land uses or the water body impact the aquifer.

The City of Howard Lake does have a zoning ordinance and zoning map (Figure 3) and has adopted the Minnesota Building Code which addresses cross connections within city limits but does not address the usage or location of wells. The city has a comprehensive land use plan and also works with Wright County in U.S. Highway 12 corridor planning activities (Exhibit B-2). Shoreland zoning standards have been adopted and managed as overlay districts by Wright County and the City of Howard Lake. Contact Wright County or the City of Howard Lake planning departments for details.

The information contained in Appendix C provides the basis for defining the types of potential contamination sources that may or do impact the quantity and quality of the well water used by the public water supply. The priorities that are assigned to the WHP action steps that are specified in the plan are based on the information contained in Appendix B. As a result, these actions steps affect the future use of the public water supply well and land and groundwater uses within the DWSMA. Groundwater use was included to meet the hydrologic boundary and water use criteria for delineating the WHPA.

Information about public utility services including 1) transportation routes and corridors, 2) storm sewers, sanitary sewers, the public water supply distribution system, 3) gas and oil pipelines, and 4) public drainage systems was not required because of the hydraulically confined aquifer used by the City of Howard Lake.

Record of the construction and maintenance of the public water supply wells is presented in the Delineation and Vulnerability Report in Appendix B. Demand on the two wells serving as the primary source of drinking water determines how often they are pumped. This affects the delineation of the WHPA because pumping amount is a delineation criterion. Only the city's two primary wells are modeled to determine the one and ten year capture areas that are used to establish priorities for managing potential contamination sources within the DWSMA. The construction and maintenance of a public water supply well affect the well vulnerability assessment and the focus of the potential contamination source inventory. Sealing an improperly constructed or maintained well may be a priority action step for protecting other wells because such wells may become conduits for contamination to enter the aquifer.

Water Quantity Information

Water quantity information was obtained for groundwater resources. Water quantity information was not required for surface water resources because of the hydraulically confined aquifer used by the City of Howard Lake. See Appendix B for details associated with the following discussion of water quantity.

The DNR is the principle source of water quantity information. Water quantity information affects the 1) delineation of a WHPA because the pumping amounts are used to calculate the daily well discharge which is a WHPA delineation criterion, 2) use of the public water supply well because a maximum annual amount

for the public water supply system is specified under the DNR appropriations permit, and 3) land and water use within a DWSMA because pumping may impact whether other wells or existing land uses may cause contamination of the aquifer or contamination to move toward the public water supply well. It may indirectly affect the future quantity and quality of the water from the public water supply well.

A list of wells covered by state appropriations permits, including the amounts of water appropriated, type of use, and aquifer source were assessed as follows. The Public Water Supplier provided the information describing pumping for water supply over the previous 5 years and the projected pumping for the first five years of plan implementation (Appendix B, Table 5). The Part 1 analysis only includes the city's two primary city wells – no private high capacity wells are located within two miles of the city's primary wells.

There are no known well interference problems and water use conflicts within the City of Howard Lake's DWSMA. Well interference and water use conflicts are used (if they exist) to delineate the WHPA because they document hydrologic boundaries that must be included. Also, they indicate areas where aquifer recharge is insufficient to meet pumping demands and this condition 1) limits groundwater use in the DWSMA and 2) may impact land uses such as agricultural irrigation or industry that rely on high capacity wells.

A search was conducted for environmental bore holes, including the unique number, aquifer measured, years of record, and average monthly levels from the observation well networks that are maintained by the DNR and the U.S. Geological Survey. This information is used to delineate the WHPA by providing information that helps to define aquifer recharge and the distribution of hydraulic head. It may have an indirect influence on water use within a DWSMA because the water level data can be used to document seasonal or long-term impacts that pumping has on the aquifer supplying the public water supply well. This information has no impact on the quality the water supplying the public water supply well and land and groundwater uses within the DWSMA. There were no environmental bore holes listed.

Water Quality Information

Groundwater quality information was obtained from the Public Water Supply Program and Well Management Program at MDH and the Public Water Supplier. Surface water quality information was not required because of the hydraulically confined aquifer used by the City of Howard Lake. See Appendix B for details associated with the following discussion of water quality.

Information that summarizes groundwater quality is used to assess the pathways that recharge takes to the aquifer and this may impact the selection of methods that are used to delineate the WHPA and to assess well and DWSMA vulnerability. The presence of human-made contaminants is used to 1) calibrate a groundwater flow model by providing a means of checking travel time distance from the source of a contaminant to a public water supply well and 2) assess the vulnerability of the well and the DWSMA. The presence of naturally occurring contaminants is used to assess the extent that the source water aquifer is isolated from surface water recharge. The presence of either human-made or naturally occurring contaminants may influence pumping of the public water supply well because pumping may impact the rate at which contamination may be moving into the aquifer. Also, the level of contamination may require that the water be treated for potable use or that the contaminated water be blended with other water to reduce contaminant levels to drinking water standards.

The presence of human-made contaminants is used to identify potential sources of the contamination that should receive a high priority for inventory and for supporting the priority that is assigned to objectives and actions in the plan that manage these sources. This affects the focus of land and water use management practices within the DWSMA. The 2021 City of Howard Lake Consumer Confidence Report is included in this Appendix (Exhibit B-3). No contaminants were detected at levels that violated federal drinking water standards.

Water chemistry and isotopic data from wells, springs, or other groundwater sampling points and reports of groundwater tracer studies is used to determine the 1) time needed for surface water or precipitation to travel from the surface to the source water aquifer and 2) degree to which the source water aquifer is impacted by recharge from surface water features. This assessment affects the delineation of the WHPA because it helps define the degree of hydraulic confinement and whether a surface water feature comprises a hydraulic boundary that must be included. Also, this information is used to determine the sustainability of the aquifer and any surface water features that may be impacted by increased pumping within the DWSMA. No human-caused contaminants have been detected at elevated levels in samples from the wells, indicating the water in the aquifer has not been affected by activities on the land surface. Also, tritium results for water samples from the wells indicate that less than 0.8 tritium units were present; indicating the water in the aquifer has not been affected by recent recharge.

Site studies and water quality analyses of known areas of groundwater contamination, property audit results, reports of contamination spills and releases by the Minnesota Pollution Control Agency and Minnesota Department of Agriculture provide basic information that is used to determine the extent that groundwater quality may already be impaired by previous land- and groundwater-use practices. This information is used to assess the vulnerability of the wells and the DWSMA, which affects 1) the scope, and direction of the inventory of potential contamination sources and 2) the resulting priorities that are assigned to objectives and actions for managing land and groundwater uses within a DWSMA. Also, the hydrogeologic information contained in the reports is used to refine the understanding of local groundwater conditions that affects the delineation of the WHPA. There are no known areas of contamination within the aquifer used by the City of Howard Lake.

Figures

1. Preliminary Flood Zone Information
2. Howard Lake DWSMA Land Cover Data
3. City of Howard Lake DWSMA Zoning Map
4. Victor Township Land Use Map

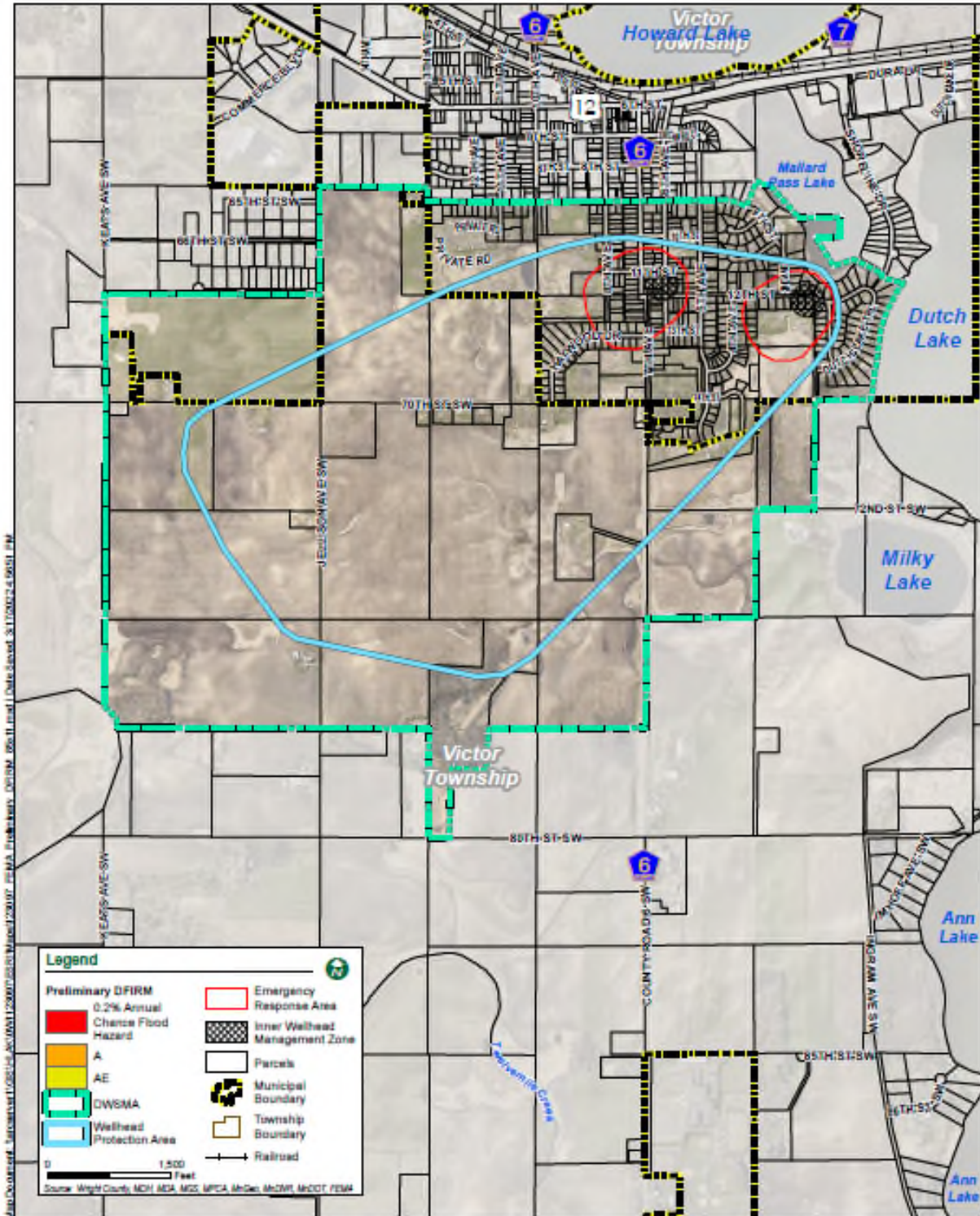
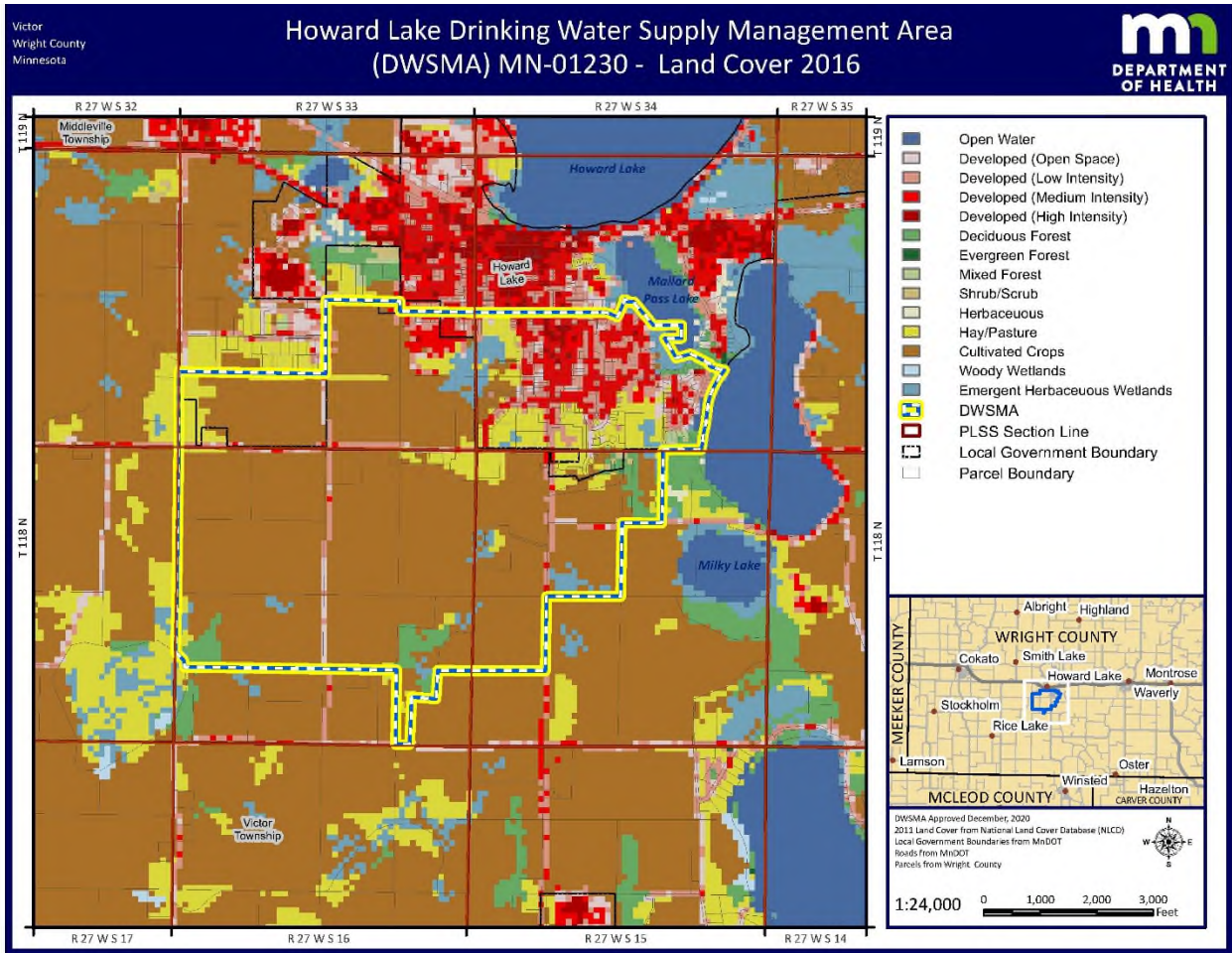


Figure 1
Preliminary Flood Zone Information



Land Cover (2016)		
Land Cover Category	Acres	Percent
Open Water	4.45	0.00
Developed, Open Space	27.13	0.02
Developed, Low Intensity	83.18	0.07
Developed, Medium Intensity	75.17	0.07
Developed, High Intensity	5.34	0.00
Deciduous Forest	36.25	0.03
Mixed Forest	2.22	0.00
Shrub/Scrub	1.11	0.00
Grassland/Herbaceous	0.22	0.00
Pasture/Hay	111.42	0.10
Cultivated Crops	757.03	0.66
Emergent Herbaceous Wetlands	44.48	0.04
Total	1148.00	1.00

Figure 2
Howard Lake DWSMA Land Cover

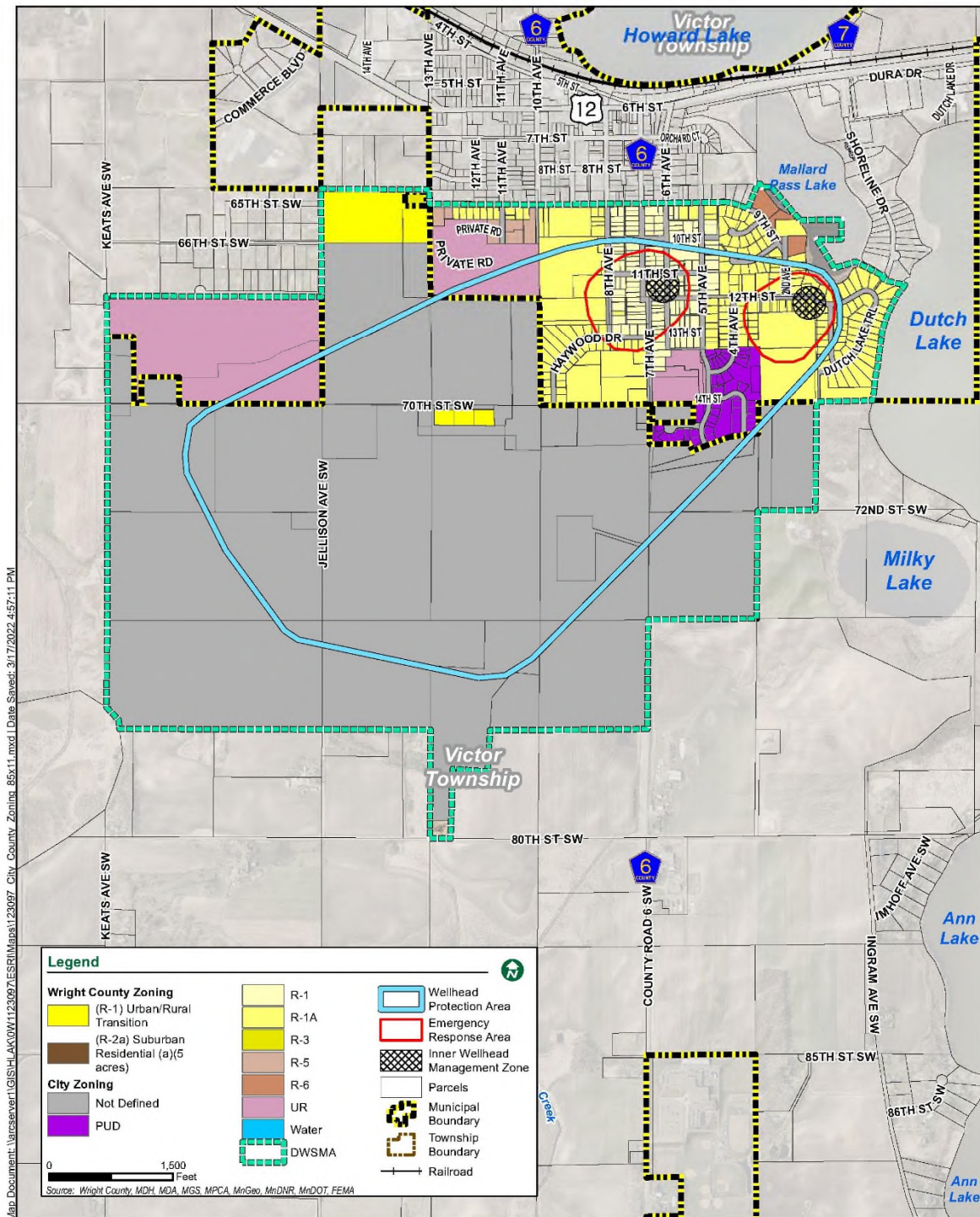


Figure 3

City of Howard Lake DWSMA Zoning Map

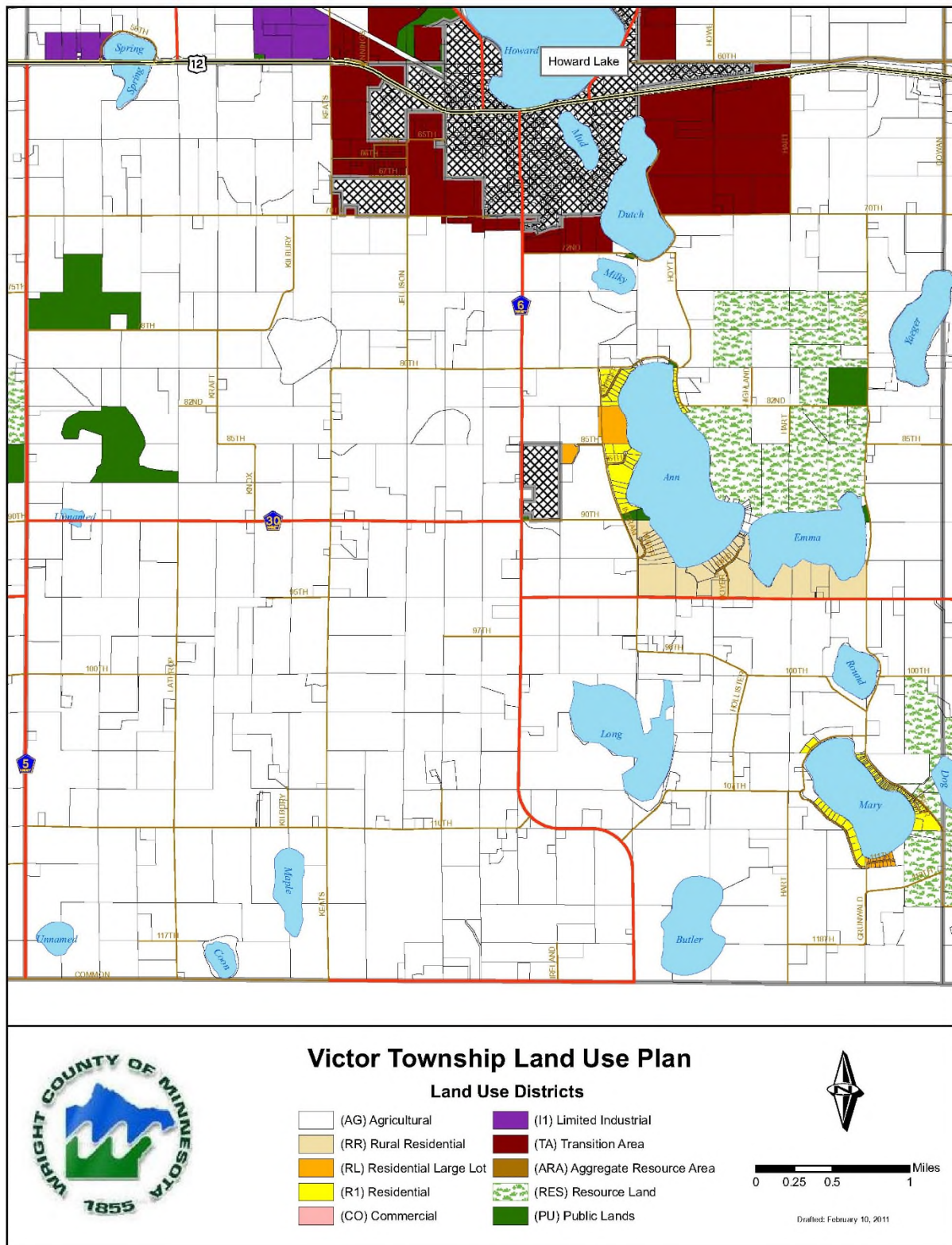


Figure 4

Victor Township Land Use Map

Exhibit B-2

Land Use Plan US Highway 12 Corridor (US 12) Land Use Plan Cokato, Franklin, Marysville, Middleville, Stockholm, Victor and Woodland Townships

Shaping Southern Wright County's Future



**Wright County Office of Planning and Zoning
10 Second St. NW
Room 140
Buffalo, MN 55313**

**Recommended by the Wright County Planning Commission on January 27, 2011
As Adopted on February 8, 2011 by the Wright County Board of Commissioners**

Note:

- 1. The above is the cover sheet for the US Highway 12 Corridor Land Use Plan. The full Plan can be viewed at the Wright County Office of Planning and Zoning or <https://www.co.wright.mn.us/184/Wright-County-Land-Use-Plan>**
- 2. The City of Howard Lake has a comprehensive land use plan dated 2001 that can be viewed at the Howard Lake City Office. An online version is not available at this time. The City is currently (2022) in the process of updating the city comprehensive land use plan.**

Appendix A

Exhibit B-3

2021 Howard Lake Consumer Confidence Report

Howard Lake 2021 Drinking Water Report

Making Safe Drinking Water

Your drinking water comes from a groundwater source: two wells ranging from 131 to 148 feet deep, that draw water from the Quaternary Buried Artesian aquifer.

Howard Lake works hard to provide you with safe and reliable drinking water that meets federal and state water quality requirements. The purpose of this report is to provide you with information on your drinking water and how to protect our precious water resources.

Contact Jared Merges, Public Works Lead, at 320-543-3670 or jaredmerges@howard-lake.mn.us if you have questions about Howard Lake's drinking water. You can also ask for information about how you can take part in decisions that may affect water quality.

The U.S. Environmental Protection Agency sets safe drinking water standards. These standards limit the amounts of specific contaminants allowed in drinking water. This ensures that tap water is safe to drink for most people. The U.S. Food and Drug Administration regulates the amount of certain contaminants in bottled water. Bottled water must provide the same public health protection as public tap water.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

Howard Lake Monitoring Results

This report contains our monitoring results from January 1 to December 31, 2021.

We work with the Minnesota Department of Health to test drinking water for more than 100 contaminants. It is not unusual to detect contaminants in small amounts. No water supply is ever completely free of contaminants. Drinking water standards protect Minnesotans from substances that may be harmful to their health.

Learn more by visiting the Minnesota Department of Health's webpage [Basics of Monitoring and testing of Drinking Water in Minnesota](https://www.health.state.mn.us/communities/environment/water/factsheet/sampling.html) (<https://www.health.state.mn.us/communities/environment/water/factsheet/sampling.html>).

How to Read the Water Quality Data Tables

The tables below show the contaminants we found last year or the most recent time we sampled for that contaminant. They also show the levels of those contaminants and the Environmental Protection Agency's limits. Substances that we tested for but did not find are not included in the tables.

We sample for some contaminants less than once a year because their levels in water are not expected to change from year to year. If we found any of these contaminants the last time we sampled for them, we included them in the tables below with the detection date.

We may have done additional monitoring for contaminants that are not included in the Safe Drinking Water Act. To request a copy of these results, call the Minnesota Department of Health at 651-201-4700 between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Some contaminants are monitored regularly throughout the year, and rolling (or moving) annual averages are used to manage compliance. Because of this averaging, there are times where the Range of Detected Test Results for the calendar year is lower than the Highest Average or Highest Single Test Result, because it occurred in the previous calendar year.

Definitions

- **AL (Action Level):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- **EPA:** Environmental Protection Agency
- **MCL (Maximum contaminant level):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- **MCLG (Maximum contaminant level goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **MRDL (Maximum residual disinfectant level):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **MRDLG (Maximum residual disinfectant level goal):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **N/A (Not applicable):** Does not apply.
- **ppb (parts per billion):** One part per billion in water is like one drop in one billion drops of water, or about one drop in a swimming pool. ppb is the same as micrograms per liter ($\mu\text{g/l}$).
- **ppm (parts per million):** One part per million is like one drop in one million drops of water, or about one cup in a swimming pool. ppm is the same as milligrams per liter (mg/l).
- **PWSID:** Public water system identification.

Monitoring Results – Regulated Substances

LEAD AND COPPER – Tested at customer taps.

Contaminant (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG)	EPA's Action Level	90% of Results Were Less Than	Number of Homes with High Levels	Violation	Typical Sources
Lead	0 ppb	90% of homes less than 15 ppb	9.4 ppb	0 out of 10	NO	Corrosion of household plumbing.
Copper	0 ppm	90% of homes less than 1.3 ppm	1.05 ppm	0 out of 10	NO	Corrosion of household plumbing.

INORGANIC & ORGANIC CONTAMINANTS – Tested in drinking water.

Contaminant (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG)	EPA's Limit (MCL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
Nitrate	10 ppm	10.4 ppm	0.62 ppm	N/A	NO	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.
Arsenic	0 ppb	10.4 ppb	7.85 ppb	N/A	NO	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes.

Potential Health Effects and Corrective Actions (If Applicable)

Arsenic: While your drinking water meets EPA's standard for arsenic, it does contain low levels of arsenic. EPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer

in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

CONTAMINANTS RELATED TO DISINFECTION – Tested in drinking water.

Substance (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG or MRDLG)	EPA's Limit (MCL or MRDL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
Total Trihalomethanes (TTHMs)	N/A	80 ppb	1.1 ppb	N/A	NO	By-product of drinking water disinfection.
Total Chlorine	4.0 ppm	4.0 ppm	0.69 ppm	0.22 - 1.29 ppm	NO	Water additive used to control microbes.

OTHER SUBSTANCES – Tested in drinking water.

Substance (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG)	EPA's Limit (MCL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
Fluoride	4.0 ppm	4.0 ppm	1.1 ppm	1.00 - 1.20 ppm	NO	Erosion of natural deposits; Water additive to promote strong teeth.

Monitoring Results – Unregulated Substances

In addition to testing drinking water for contaminants regulated under the Safe Drinking Water Act, we sometimes also monitor for contaminants that are not regulated. Unregulated contaminants do not have legal limits for drinking water.

Detection alone of a regulated or unregulated contaminant should not cause concern. The meaning of a detection should be determined considering current health effects information. We are often still learning about the health effects, so this information can change over time.

The following table shows the unregulated contaminants we detected last year, as well as human-health based guidance values for comparison, where available. The comparison values are based only on potential health impacts and do not consider our ability to measure contaminants at very low concentrations or the cost and technology of prevention and/or treatment. They may be set at levels that are costly, challenging, or impossible for water systems to meet (for example, large-scale treatment technology may not exist for a given contaminant).

A person drinking water with a contaminant at or below the comparison value would be at little or no risk for harmful health effects. If the level of a contaminant is above the comparison value, people of a certain age or with special health conditions - like a fetus, infants, children, elderly, and people with impaired immunity – may need to take extra precautions. Because these contaminants are unregulated, EPA and MDH require no particular action based on detection of an unregulated contaminant. We are notifying you of the unregulated contaminants we have detected as a public education opportunity.

- More information is available on MDH's [A-Z List of Contaminants in Water](https://www.health.state.mn.us/communities/environment/water/contaminants/index.html) (<https://www.health.state.mn.us/communities/environment/water/contaminants/index.html>) and Fourth [Unregulated Contaminant Monitoring Rule \(UCMR 4\)](https://www.health.state.mn.us/communities/environment/water/com/ucmr4.html) (<https://www.health.state.mn.us/communities/environment/water/com/ucmr4.html>).

UNREGULATED CONTAMINANTS – Tested in drinking water.

Contaminant	Comparison Value	Highest Average Result or Highest Single Test Result	Range of Detected Test Results
Sodium*	20 ppm	206 ppm	N/A
Sulfate	500 ppm	28.1 ppm	N/A

*Note that home water softening can increase the level of sodium in your water.

Some People Are More Vulnerable to Contaminants in Drinking Water

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. The developing fetus and therefore pregnant women may also be more vulnerable to contaminants in drinking water. These people or their caregivers should

seek advice about drinking water from their health care providers. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791.

Learn More about Your Drinking Water

Drinking Water Sources

Minnesota's primary drinking water sources are groundwater and surface water. Groundwater is the water found in aquifers beneath the surface of the land. Groundwater supplies 75 percent of Minnesota's drinking water. Surface water is the water in lakes, rivers, and streams above the surface of the land. Surface water supplies 25 percent of Minnesota's drinking water.

Contaminants can get in drinking water sources from the natural environment and from people's daily activities. There are five main types of contaminants in drinking water sources.

- **Microbial contaminants**, such as viruses, bacteria, and parasites. Sources include sewage treatment plants, septic systems, agricultural livestock operations, pets, and wildlife.
- **Inorganic contaminants** include salts and metals from natural sources (e.g. rock and soil), oil and gas production, mining and farming operations, urban stormwater runoff, and wastewater discharges.
- **Pesticides and herbicides** are chemicals used to reduce or kill unwanted plants and pests. Sources include agriculture, urban stormwater runoff, and commercial and residential properties.
- **Organic chemical contaminants** include synthetic and volatile organic compounds. Sources include industrial processes and petroleum production, gas stations, urban stormwater runoff, and septic systems.
- **Radioactive contaminants** such as radium, thorium, and uranium isotopes come from natural sources (e.g. radon gas from soils and rock), mining operations, and oil and gas production.

The Minnesota Department of Health provides information about your drinking water source(s) in a source water assessment, including:

- How Howard Lake is protecting your drinking water source(s);
- Nearby threats to your drinking water sources;
- How easily water and pollution can move from the surface of the land into drinking water sources, based on natural geology and the way wells are constructed.

Find your source water assessment at [Source Water Assessments](https://www.health.state.mn.us/communities/environment/water/swp/swa) (<https://www.health.state.mn.us/communities/environment/water/swp/swa>) or call 651-201-4700 between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Lead in Drinking Water

You may be in contact with lead through paint, water, dust, soil, food, hobbies, or your job. Coming in contact with lead can cause serious health problems for everyone. There is no safe level of lead. Babies, children under six years, and pregnant women are at the highest risk.

Lead is rarely in a drinking water source, but it can get in your drinking water as it passes through lead service lines and your household plumbing system. Howard Lake is responsible for providing high quality drinking water, but it cannot control the plumbing materials used in private buildings.

Read below to learn how you can protect yourself from lead in drinking water.

1. **Let the water run** for 30-60 seconds before using it for drinking or cooking if the water has not been turned on in over six hours. If you have a lead service line, you may need to let the water run longer. A service line is the underground pipe that brings water from the main water pipe under the street to your home.
 - You can find out if you have a lead service line by contacting your public water system, or you can check by following the steps at: <https://www.mprnews.org/story/2016/06/24/npr-find-lead-pipes-in-your-home>
 - The only way to know if lead has been reduced by letting it run is to check with a test. If letting the water run does not reduce lead, consider other options to reduce your exposure.
2. **Use cold water** for drinking, making food, and making baby formula. Hot water releases more lead from pipes than cold water.
3. **Test your water.** In most cases, letting the water run and using cold water for drinking and cooking should keep lead levels low in your drinking water. If you are still concerned about lead, arrange with a laboratory to test your tap water. Testing your water is important if young children or pregnant women drink your tap water.
 - Contact a Minnesota Department of Health accredited laboratory to get a sample container and instructions on how to submit a sample:
[Environmental Laboratory Accreditation Program](https://elido.web.health.state.mn.us/public/accreditedlabs/labsearch.seam)
<https://elido.web.health.state.mn.us/public/accreditedlabs/labsearch.seam>
 The Minnesota Department of Health can help you understand your test results.
4. **Treat your water** if a test shows your water has high levels of lead after you let the water run.
 - Read about water treatment units:
[Point-of-Use Water Treatment Units for Lead Reduction](https://www.health.state.mn.us/communities/environment/water/factsheet/poulead.html)
<https://www.health.state.mn.us/communities/environment/water/factsheet/poulead.html>

Learn more:

- Visit [Lead in Drinking Water](https://www.health.state.mn.us/communities/environment/water/contaminants/lead.html)
<https://www.health.state.mn.us/communities/environment/water/contaminants/lead.html>
- Visit [Basic Information about Lead in Drinking Water](http://www.epa.gov/safewater/lead) (<http://www.epa.gov/safewater/lead>)
- Call the EPA Safe Drinking Water Hotline at 1-800-426-4791. To learn about how to reduce your contact with lead from sources other than your drinking water, visit [Common Sources](https://www.health.state.mn.us/communities/environment/lead/fs/common.html)
<https://www.health.state.mn.us/communities/environment/lead/fs/common.html>.

Appendix B

Part 1

Hydrogeologic Assessment of the Drinking Water Source and Wells for the City of Howard Lake

- **Delineations – Wellhead Protection Area And Drinking Water Supply Management Area**
- **Vulnerability Assessments – Wells And Drinking Water Supply Management Area**

Hydrogeologic Assessment of the Drinking Water Source and Wells for the City of Howard Lake

DELINEATIONS – WELLHEAD PROTECTION AREA AND DRINKING WATER
SUPPLY MANAGEMENT AREA

VULNERABILITY ASSESSMENTS – WELLS AND DRINKING WATER SUPPLY
MANAGEMENT AREA

October 23, 2020

Hydrogeologic Assessment of the Drinking Water Source and Wells for Howard Lake

Public Water Supply ID: 1860010

Howard Lake Public Works
625 Eighth Avenue
Howard Lake, Minnesota 55349
320-583-2332
troy.zwilling@howard-lake.mn.us
<https://www.howard-lake.mn.us/>

Contents

Contact Information	I
Glossary of Terms	II
Acronyms	III
Summary	1
Technical Report	4
Discussion	4
Assessment of the Data Elements	4
General Descriptions	4
Delineation of the Wellhead Protection Area	6
Delineation of the Drinking Water Supply Management Area	11
Vulnerability Assessments	12
Recommendations	13
Selected References	13
Figures	14
Appendix A: Data Elements Assessment	20

List of Tables

Table 1 - Water Supply Well Information	1
Table 2 - Isotope and Water Quality Results	2
Table 3 - Description of the Local Hydrogeologic Setting	5
Table 4 - Description of WHPA Delineation Criteria	6
Table 5 - Annual Volume of Water Discharged from Water Supply Wells	8
Table 6 - Model Parameters Used in MLAEM Base Case and Uncertainty Runs	11
Table 7 - Ranges of Values Used for the Oneka Model	11

List of Figures

Figure 1: Drinking Water Supply Management Area and Vulnerability	3
Figure 2: Ambient Groundwater Flow Field.....	15
Figure 3: Trends of Geologic Cross-Sections.....	16
Figure 4: Geologic Cross-Section A - A'	17
Figure 5: Geologic Cross-Section B - B'	18
Figure 6: Groundwater Capture Zones MLAEM and ONEKA	19

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

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Glossary of Terms

Data Element. A specific type of information required by the Minnesota Department of Health to prepare a wellhead protection plan.

Drinking Water Supply Management Area (DWSMA). The area delineated using identifiable land marks that reflects the scientifically calculated wellhead protection area boundaries as closely as possible (Minnesota Rules, part 4720.5100, subpart 13).

Drinking Water Supply Management Area Vulnerability. An assessment of the likelihood that the aquifer within the DWSMA is subject to impact from land and water uses within the wellhead protection area. It is based upon criteria that are specified under Minnesota Rules, part 4720.5210, subpart 3.

Emergency Response Area (ERA). The part of the wellhead protection area that is defined by a one-year time of travel within the aquifer that is used by the public water supply well (Minnesota Rules, part 4720.5250, subpart 3). It is used to set priorities for managing potential contamination sources within the DWSMA.

Inner Wellhead Management Zone (IWMZ). The land that is within 200 feet of a public water supply well (Minnesota Rules, part 4720.5100, subpart 19). The public water supplier must manage the IWMZ to help protect it from sources of pathogen or chemical contamination that may cause an acute health effect.

Wellhead Protection (WHP). A method of preventing well contamination by effectively managing potential contamination sources in all or a portion of the well's recharge area.

Wellhead Protection Area (WHPA). The surface and subsurface area surrounding a well or well field that supplies a public water system, through which contaminants are likely to move toward and reach the well or well field (Minnesota Statutes, section 103I.005, subdivision 24).

Well Vulnerability. An assessment of the likelihood that a well is at risk to human-caused contamination, either due to its construction or indicated by criteria that are specified under Minnesota Rules, part 4720.5550, subpart 2.

Acronyms

CWI - County Well Index

DNR - Minnesota Department of Natural Resources

EPA - United States Environmental Protection Agency

FSA - Farm Security Administration

MDA - Minnesota Department of Agriculture

MDH - Minnesota Department of Health

MGS - Minnesota Geological Survey

MLAEM - Multi Layer Analytic Element Model

MnDOT - Minnesota Department of Transportation

MnGEO - Minnesota Geospatial Information Office

MPCA - Minnesota Pollution Control Agency

NRCS - Natural Resource Conservation Service

SWCD - Soil and Water Conservation District

UMN - University of Minnesota

USDA - United States Department of Agriculture

USGS - United States Geological Survey

Summary

Protection Areas - The recharge area for the wells is known as the wellhead protection area, or WHPA, and represents the area that contributes water to the city's wells within a 10-year time period. The area that contributes water within a one-year time period is known as the emergency response area, or ERA. Practical reasons require the designation of a management area that fully envelops the wellhead protection area, called the drinking water supply management area, or DWSMA. Each of these areas is shown in Figure 1.

Geology and Groundwater Flow – Howard Lake has two primary wells screened in a sand aquifer that is buried beneath a layer of clay-rich sediment. Such aquifers are known generically as Quaternary Buried Artesian Aquifers (QBAA). The depths of the wells are represented in Table 1. Regionally, groundwater flow is to the northeast.

Table 1 - Water Supply Well Information

Local Well ID	Unique Number	Use/ Status	Casing Diameter (inches)	Casing Depth (feet)	Well Depth (feet)	Date Constructed/ Reconstructed	Aquifer	Well Vulnerability
Well #3	215449	Primary	12	138	148	2/1/1970	QBAA	Not Vulnerable
Well #4	440421	Primary	12	93	131	6/9/1988	QBAA	Not Vulnerable

Well Vulnerability - The vulnerability of each well has been assessed based on 1) well construction details, especially conformance with standards required by the state well code, 2) the geologic sensitivity of the aquifer, and 3) past monitoring results. Well #4 (440421) meets current state well construction standards and draws water from an aquifer that is geologically protected. However, it is unknown if Well #3 (215449) meets these standards due to the lack of grouting information available. Water samples from the wells lacked detectable tritium (detection indicates the presence of young water); they are not considered vulnerable at this time (Table 2). This is reinforced by the low chloride/bromide ratios presented below.

Table 2 - Isotope and Water Quality Results

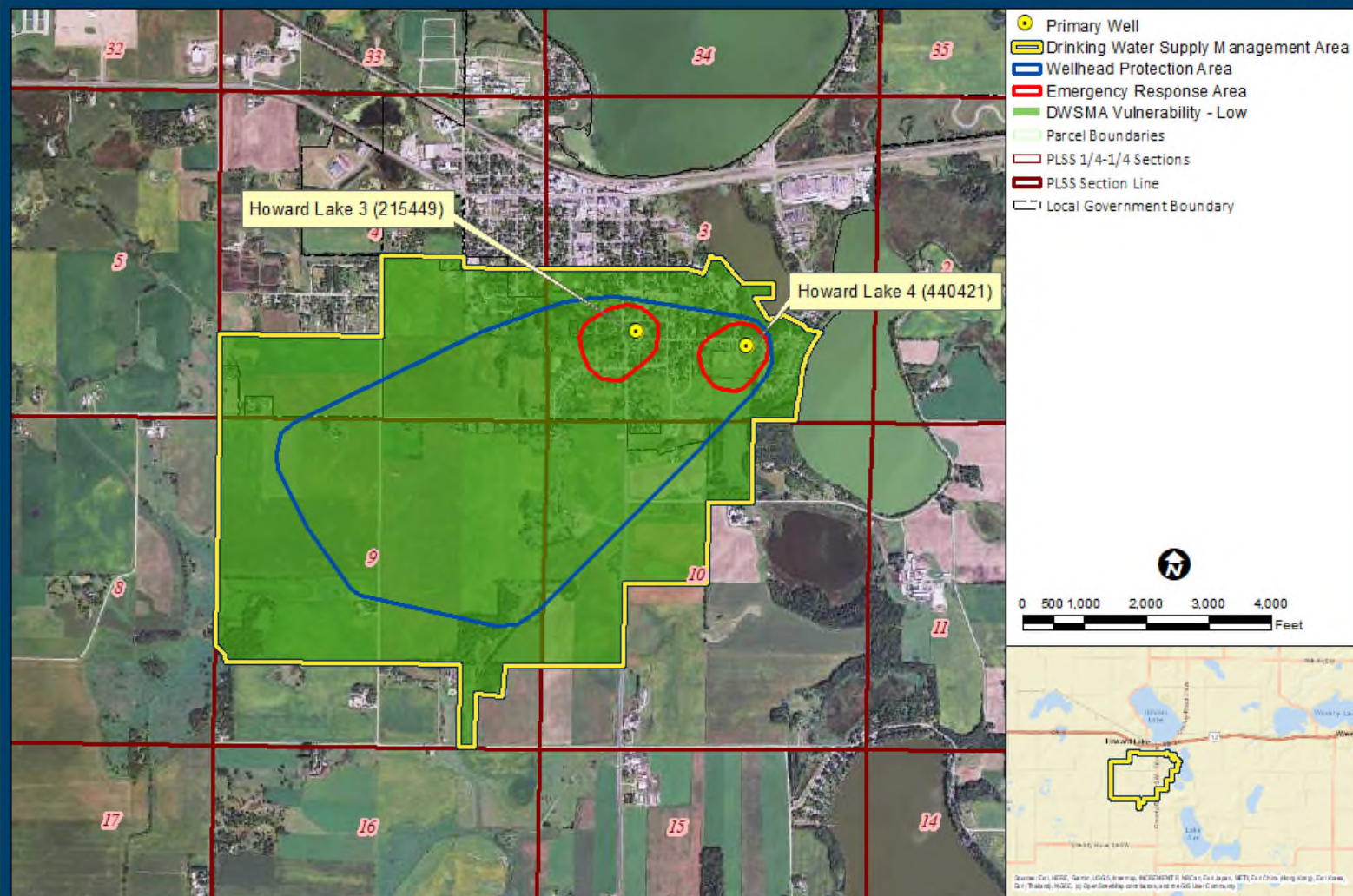
Well Name (Unique Number)	Tritium 11/16/2012	Nitrate (mg/L) 7/15/2014	Chloride (mg/L) 6/26/2013	Bromide (mg/L) 6/26/2013	Chloride/ Bromide Ratio	Arsenic (µg/L) 6/26/2013
Well #3 (215449)	< 0.8	< 0.05	1.62	0.0299	54	22.2
Well #4 (440421)	-	< 0.05	1.88	0.0321	59	16.4

DWSMA Vulnerability - The vulnerability of the city's aquifer throughout the DWSMA is based on the geologic sensitivity ratings of wells and their monitoring data. Based on this information MDH has assigned a low vulnerability to the DWSMA. This suggests that the clay-rich sediments that overlie the city's aquifer prevent water and contaminants from moving quickly from the land surface into the city's aquifer and implies a time of travel of decades or longer. The principal threats to this aquifer are unsealed abandoned wells that penetrate through this clay layer. Such wells are approximately 138 feet or greater in depth in the Howard Lake area.

Water Quality Concerns - At present, none of the contaminants for which the Safe Drinking Water Act has established health-based standards has been found above maximum allowable levels in the city's water supply, nor are any present at one-half of those levels. However, arsenic has been detected at low levels.

Recommendations - Recommendations have been generated to improve future delineations and vulnerability assessments and should be considered for inclusion as management strategies in the city's wellhead protection plan. These activities include: well locating, water quality monitoring, and aquifer testing. Further details can be found in the Recommendations section of this report.

Figure 1
Drinking Water Supply Management Area and Vulnerability
Howard Lake



Technical Report

Discussion

The Minnesota Department of Health (MDH) developed Part I of the wellhead protection (WHP) plan at the request of the city of Howard Lake (PWSID 1860010). The work was performed in accordance with the Minnesota Wellhead Protection Rule, parts 4720.5100 to 4720.5590.

This report presents delineations of the wellhead protection area (WHPA) and drinking water supply management area (DWSMA), and the vulnerability assessments for the public water supply wells and DWSMA. Figure 1 shows the boundaries for the WHPA and the DWSMA. The WHPA is defined by a 10-year time of travel. Figure 1 also shows the emergency response area (ERA), which is defined by a one-year time of travel. An inner wellhead management zone (IWMZ), which is the area within a 200-foot radius around the well, serves as the wellhead protection area for emergency wells and is not displayed in this report. Definitions of rule-specific terms used are provided in the “Glossary of Terms.”

In addition, this report documents the technical information required to prepare this portion of the WHP plan in accordance with the Minnesota Wellhead Protection Rule. Additional technical information is available from MDH.

Table 1 lists all the wells in the public water supply system. Only wells listed as primary are required to be included in the WHP plan.

Assessment of the Data Elements

MDH staff met with representatives of Howard Lake on November 14, 2019, for a scoping meeting that identified the data elements required to prepare Part I of the WHP plan. Appendix A presents the assessment of these data elements relative to the present and future implications of planning items specified in Minnesota Rules, part 4720.5210.

General Descriptions

Description of the Water Supply System

Howard Lake obtains its drinking water supply from two primary wells. Table 1 summarizes information regarding them.

Description of the Hydrogeologic Setting

Howard Lake draws groundwater from a glacial sand and gravel aquifer found approximately 90 feet below the land surface (identified as 'cg' in the Wright County Geologic Atlas). This aquifer is overlain by a thick portion of the Moland Member of the New Ulm Formation and further protected by a layer of clay-rich sediments resulting in a designation of Quaternary Buried Artesian Aquifer (QBAA) (Meyer et al, 2018). Its thickness is estimated to be approximately 41 feet near the city well field, with groundwater flowing to the northeast in this area.

A description of the hydrogeologic setting for the aquifer used to supply drinking water is presented in Table 3.

Table 3 - Description of the Local Hydrogeologic Setting

Attribute	Descriptor	Data Source
Aquifer Material	Unconsolidated Sand	CWI
Porosity Type and Value	20 percent	Fetter, 2001
Aquifer Thickness	Approximately 41 feet (12.5 meters)	CWI
Stratigraphic Top Elevation	Approximately 914 feet AMSL near city well field	CWI
Stratigraphic Bottom Elevation	Approximately 873 feet AMSL near city well field	CWI
Hydraulic Confinement	Confined	CWI
Transmissivity	Range of Values: 3,612 – 6,339 ft ² /day (336 – 589 m ² /day)	A range of transmissivity values was used to reflect changes in aquifer composition and thickness as well as uncertainties related to the quality of existing aquifer test data. See Table 4 for the reference value.

Attribute	Descriptor	Data Source
Hydraulic Conductivity	Range of Values: 88 – 155 ft/day (26.9 – 47 m/day)	The aquifer test plan was approved on July 29, 2020, and conductivity was determined using specific capacity calculations.
Groundwater Flow Field	Groundwater flow is to the northeast with an approximate compass direction of 58° and gradient of 0.003191 (Figure 2).	Defined by using static water level elevations from well records in the CWI database and documents listed in the “Selected References” section of this report.

The distribution of the aquifer and its stratigraphic relationships with adjacent geologic materials are shown in Figures 3, 4, and 5. They were prepared using well record data contained in the CWI database. The geological maps and studies used to further define local hydrogeologic conditions are provided in the “Selected References” section of this report.

Delineation of the Wellhead Protection Area

Delineation Criteria

The boundaries of the WHPA for Howard Lake are shown in Figure 1. Table 4 describes how the delineation criteria specified under Minnesota Rules, part 4720.5510, were addressed.

Table 4 - Description of WHPA Delineation Criteria

Criterion	Description	How the Criterion was Addressed
Flow Boundary	Other High-Capacity Wells	There are no nearby high capacity wells within two miles of the Howard Lake wells.
Daily Volume of Water Pumped	See Table 5	Pumping information was obtained from the DNR, Appropriations Permit Number 1984-3227, and was converted to a daily volume pumped by a well.

Criterion	Description	How the Criterion was Addressed
Groundwater Flow Field	See Figure 2	The groundwater flow field was determined from local well data and input explicitly into MLAEM and capture zones were calculated based on the flow field. Oneka was used to evaluate the uncertainty of the wells' capture areas based on the simplified conceptual model and regional flow, recharge and local well data.
Aquifer Transmissivity (T)	Reference Value: 3,694 ft ² /day (343.2 m ² /day)	T is based on hydraulic conductivity values derived from specific capacity data. Uncertainty regarding aquifer transmissivity was addressed as described in Section 2.4.6.
Time of Travel	10 years	The public water supplier selected a 10-year time of travel.

Pumping data was obtained from the DNR Permit and Reporting System (MPARS) for the public water supply's Appropriations Permit Number 1984-3227. These values, confirmed by the public water supplier, were used to identify the maximum volume of water pumped annually by each well over the previous five-year period, as shown in Table 5. An estimate of the pumping for the next five years is also shown. The maximum daily volume of discharge used as an input parameter in the model was calculated by dividing the greatest annual pumping volume by 365 days.

Table 5 - Annual Volume of Water Discharged from Water Supply Wells

Well Name	Unique Number	2014	2015	2016	2017	2018	2022 Pumping	Daily Volume (cubic meters)
Well #3	215449	29.771	29.713	26.120	30.782	40.625	40.625	421
Well #4	440421	21.144	22.079	22.624	29.869	31.923	31.923	331

(Expressed in millions of gallons. Bolding indicates greatest annual pumping volume.)

Method Used to Delineate the Wellhead Protection Area

The WHPA for Howard Lake's wells were determined using a combination of two methods. The first method involved calculating the groundwater capture zones deterministically using representative aquifer parameters that were input into MLAEM, a groundwater modeling code (Strack, 1989). The second method used the stochastic analytical groundwater flow method Oneka (Barnes and Soule, 2002). The resulting WHPA boundaries are a composite of the capture zones calculated using these two approaches (Figure 1). The input files and related information are available at MDH upon request.

MLAEM: The MLAEM Code was selected because it is a quantitative method capable of simulating both simple and complex groundwater flow processes, including the influence of vertical infiltration and the pumping influence of multiple high-capacity wells, if necessary. Here, it produces a conservative estimate because aquifer recharge is not used as an input parameter. It is appropriate to use MLAEM for this particular delineation because no flow boundaries were directly observed in drillers' logs in the area around the primary public water supply wells, at least in the areas defined by a one-year and a 10-year time of travel.

Oneka Model: Oneka was used to assess the probability of impacts that local variations in hydrogeologic conditions may have on a well capture zone. This model treats the aquifer properties and the available water level measurements as variable input parameters. The locations of wells, water levels, and the aquifer geometry were evaluated using information from the CWI database. For the solution, Oneka finds the flow field that best fits the network of water level elevations by varying the values of the aquifer thickness and transmissivity. Oneka then evaluates the probability of the capture of a given point based on the number of times it is included in the capture areas generated by the total number of solutions. The output from the model is a capture zone probability map for the specified time of travel (10 years).

The combined output from the MLAEM and Oneka models were composited to create the final WHPA (Figure 1).

Results of Model Calibration and Sensitivity Analysis

Model calibration is a procedure that compares the results of a model based on estimated input values to measured or known values. This procedure can be used to define model validity over a range of input values, or it helps determine the level of confidence with which model results may be used. As a matter of practice, groundwater flow models are usually calibrated using water elevation or flux.

There is nothing to calibrate for the MLAEM delineation because it is based on calculating flowpath lines using equations that reflect 1) a constant pumping rate, 2) direction of groundwater flow, 3) hydraulic gradient, 4) aquifer thickness, 5) aquifer permeability, and 6) aquifer porosity. As such, it is a simple calculation of the portion of the aquifer that contributes water, based on the width of the flow field that is affected by pumping.

The Oneka Model is used to support the MLAEM results by using an iterative process which provides the best fit for the ranges of values assigned to its input parameters. This helps to define the subset of values for which the delineation results are most likely to reflect local hydrogeologic conditions and, therefore, provide the best calibration results.

Model sensitivity is the amount of change in model results caused by the variation of a particular input parameter. Because of the simplicity of the MLAEM, the direction and extent of the modeled capture zone may be very sensitive to any of the input parameters:

- The pumping rate directly affects the volume of the aquifer that contributes water to the well. An increase in pumping rate leads to an equivalent increase in the volume of aquifer within the capture zone, proportional to the porosity of the aquifer materials. However, the pumping rate is based on the results presented in Table 5 and, therefore, is not a variable factor that will influence the delineation of the WHPA.
- The direction of groundwater flow determines the orientation of the capture area. Variations in the direction of groundwater flow will not affect the size of the capture zone but are important for defining the areas that are the source of water to the well. The ambient groundwater flow field defined in Figure 2 provides the basis for determining the extent to which each model run reflects the conceptual understanding of the orientation of the capture area for a well.
- A hydraulic gradient of zero produces a circular capture zone, centered on the well. As the hydraulic gradient increases, the capture zone changes into an elliptical shape, with the well centered on the down-gradient focal point. The hydraulic gradient was determined by using water level elevations that were taken from wells that have verified locations (Figure 2). Generally, the accuracy of the hydraulic gradient determination is directly proportional to the amount of available data that describes the distribution of hydraulic head in the aquifer.
- The aquifer thickness, hydraulic conductivity, and porosity influence the size and shape of the capture zone. A decrease in porosity causes a linear, proportional increase in the areal extent of the capture zone; whereas thickness and hydraulic conductivity each

factor into the transmissivity, which defines the relative proportions of the capture zone width to length. A decrease in thickness or hydraulic conductivity decreases the length of the capture zone and increases the distance to the stagnation point, making the capture zone more circular in shape and centered around the well.

Addressing Model Uncertainty

Using computer models to simulate groundwater flow involves representing a complicated natural system in a simplified manner. Local geologic conditions may vary within the capture areas of the public water supply wells, but the amount of existing information needed to accurately define this degree of variability is often not available for portions of the WHPA. In addition, the current capabilities of groundwater flow models may not be sufficient to represent the natural flow system exactly. However, the results are valid within a range defined by the reasonable variation of input parameters for this delineation setting.

The MLAEM Code, used as it was in this delineation, has limited capabilities in addressing these kinds of uncertainties, other than by using multiple runs in which the direction of ambient flow is varied. The uncertainty associated with the MLAEM results from 1) the model limitations mentioned above and 2) the fact that the model cannot be calibrated.

The steps employed for this delineation to address model uncertainty were:

1. Pumping Rate - For each well, a maximum historical (five-year) pumping rate or an engineering estimate of past/future pumping, whichever is greater (Minnesota Rules, part 4720.5510, subpart 4).
2. Ambient Flow Field – In the MLAEM, a composite of capture zones created from angles of flow that are 10 degrees greater and 10 degrees lesser than the representative angle of ambient flow (Minnesota Rules, part 4720.5510, subpart 5, B(2)).
3. Hydraulic Conductivity – The Oneka Model simulated the estimated range of hydraulic conductivity values for the city's aquifer based on available specific capacity data (Table 7).

Capture areas were developed for a range of groundwater flow directions, aquifer permeabilities, and times of travel of one and of 10 years (Figure 6). As the model code uses constant input values for each run, several runs were required to include all variations in input parameters. Table 6 documents the variables used to address MLAEM uncertainty.

Table 6 - Model Parameters Used in MLAEM Base Case and Uncertainty Runs

File Name	Well Name	Discharge (cubic meters per day)	Transmissivity (meters squared per day)	Gradient	Flow Angle	Porosity (%)	Aquifer Thickness (meters)
HowardLake.dat	Well #3 (215449)	421	343	0.003191	48	20	12.5
					58		
					68		
	Well #4 (440421)	331	343	0.003191	48	20	12.5
					58		
					68		

For the Oneka Model, uncertainty related to water levels reported on well records is based on the accuracy of the ground elevation assigned to the well using topographic maps and the transient variability of the water levels in the aquifer over time.

The Oneka Model helps to address uncertainties related to aquifer parameters as variations of the flow field. A 10-year capture zone probability map (Figure 6) was generated for the public water supply wells; the values used for the Oneka Model are shown in Table 7. The Oneka results fit well with the capture zones calculated by MLAEM. The probability map for the public water supply wells shows that uncertainty of the capture zone increases as the distances from the public water supply wells increase (Figure 6).

Table 7 - Ranges of Values Used for the Oneka Model

Well Number	File Name	Hydraulic Conductivity (meters/day)	Thickness (meters)	Porosity (%)
Well #3 (215449)	HowardLake.one	26.9 – 47.1	12.5	20
Well #4 (440421)	HowardLake.one	26.9 – 47.1	12.5	20

Delineation of the Drinking Water Supply Management Area

The boundaries of the Drinking Water Supply Management Area (DWSMA) were defined for Howard Lake using the following features (Figure 1):

- Center-lines of highways, streets, roads, or railroad rights-of-ways
- Public Land Survey coordinates
- Property or fence lines

Vulnerability Assessments

The Part I wellhead protection plan includes the vulnerability assessments for Howard Lake's wells and DWSMA. These vulnerability assessments are used to help define potential contamination sources within the DWSMA and select appropriate measures for reducing the risk that they present to the public water supply.

Assessment of Well Vulnerability

The vulnerabilities for each well used by Howard Lake are listed in Table 1 and are based upon the following conditions:

1. The construction of primary Well #4 (440421) meets current State Well Code specifications (Minnesota Rules, part 4725), meaning that it should not provide a pathway for contaminants to enter the aquifer used by the public water supplier. However, it is unknown if primary Well #3 (215449) meets these same construction standards due to lack of grouting information.
2. The geologic conditions at the well sites include a cover of clay-rich geologic materials over the aquifer that is sufficient to retard or prevent the vertical movement of contaminants.
3. None of the human-caused contaminants regulated under the federal Safe Drinking Water Act have been detected at regulatory levels.
4. Water samples were collected from Well #3 and Well #4 and were analyzed for a variety of constituents (Table 2). No tritium or nitrate was detected in the samples, confirming the non-vulnerable nature of the wells (Alexander and Alexander, 1989). In addition, the chloride and bromide results from Well #3 confirm that the wells have not been impacted by land-use activities (Mullaney et. al, 2009).

Assessment of Drinking Water Supply Management Area Vulnerability

The DWSMA vulnerability is shown in Figure 1 and is based upon the following information:

1. Water chemistry data from wells located within the DWSMA indicate that the aquifer contains water that has no detectable levels of tritium or human-caused contamination.
2. Review of the geologic logs contained in the CWI database, geological maps, and reports indicate the aquifer exhibits a low geologic sensitivity throughout the DWSMA and is isolated from the direct vertical recharge of surface water.
3. Arsenic, which is a naturally-occurring contaminant, has been detected in the water from public water supply Well #3 and Well #4. (Table 2). The presence of a naturally-occurring contaminant does not indicate that there is a direct pathway between the aquifer and potential contamination sources that occur at or near the land surface.

Therefore, given the information currently available, it is prudent to assign a low vulnerability rating to the DWSMA, in accordance with the Minnesota Wellhead Protection Rule (parts 4720.5100 to 4720.5590).

Recommendations

The following recommendations have been generated to inform the next amendment of Howard Lake Wellhead Protection Plan.

1. Well Locating: If wells are constructed within two-miles of the city or one mile of the DWSMA, their locations should be verified. This information may allow a better understanding of the extent and thickness of the city's aquifer and the overlying clay confining units and result in a more refined WHPA in the future.
2. Water Quality Monitoring: Sample Wells 3 and 4 (or whatever primary wells exist at that time) for vulnerability parameters in year six of plan development, determined in consultation with MDH (likely tritium, chloride, bromide, nitrate and ammonia) and dependent on available funding. The city may need to collect the samples and ship them to MDH. Information generated by this sampling will be used to refine vulnerability assessments for the next amendment.
3. Aquifer Testing: The aquifer properties used in this delineation are based on specific capacity data collected at the city wells and other nearby wells completed within the aquifer. To refine the delineation, aquifer test data should be collected from one, or both, of the primary city wells at some time between years five and seven of the Wellhead Protection Plan, with assistance from MDH and depending on any limitations that may exist for sustained well use, water storage or disposal.

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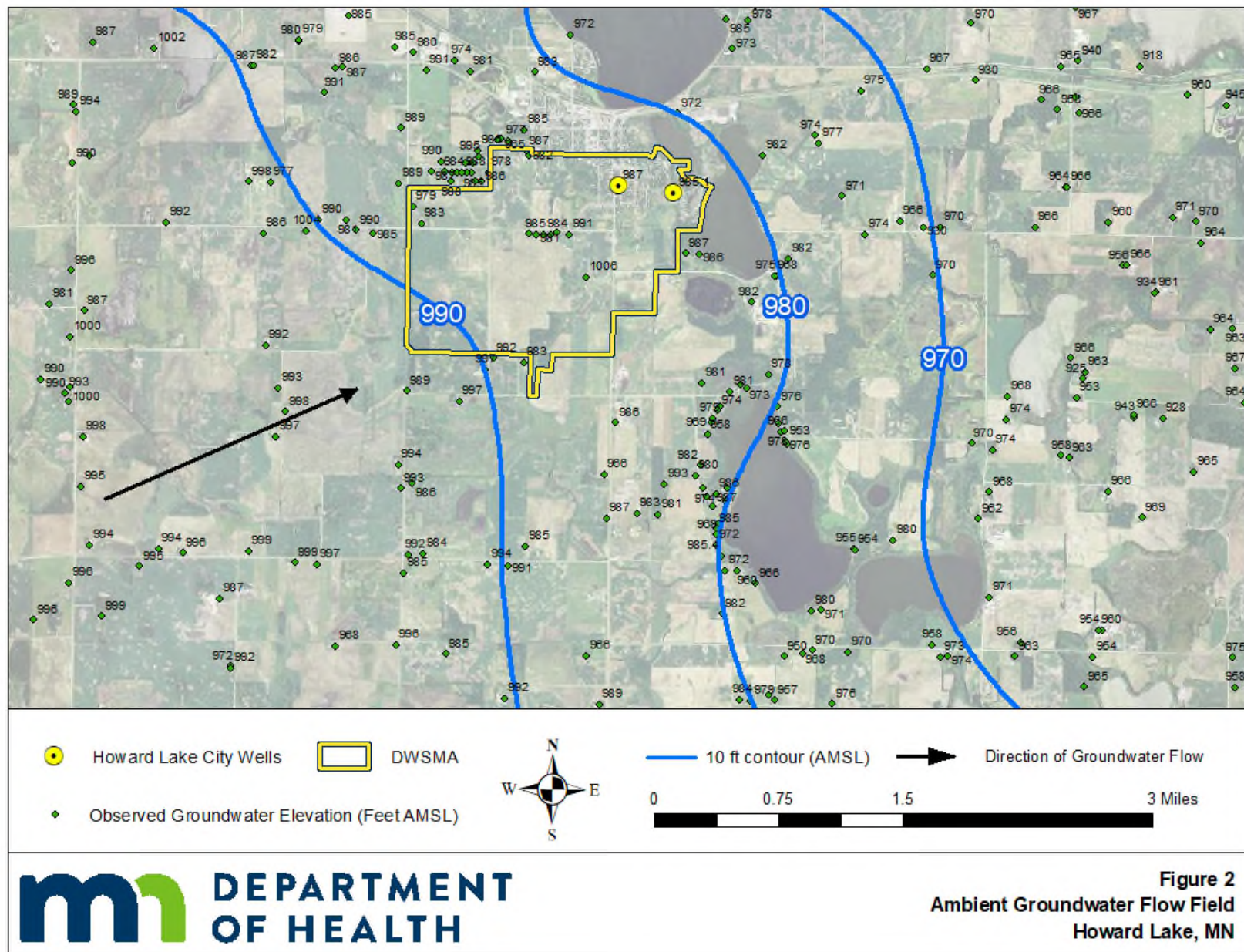
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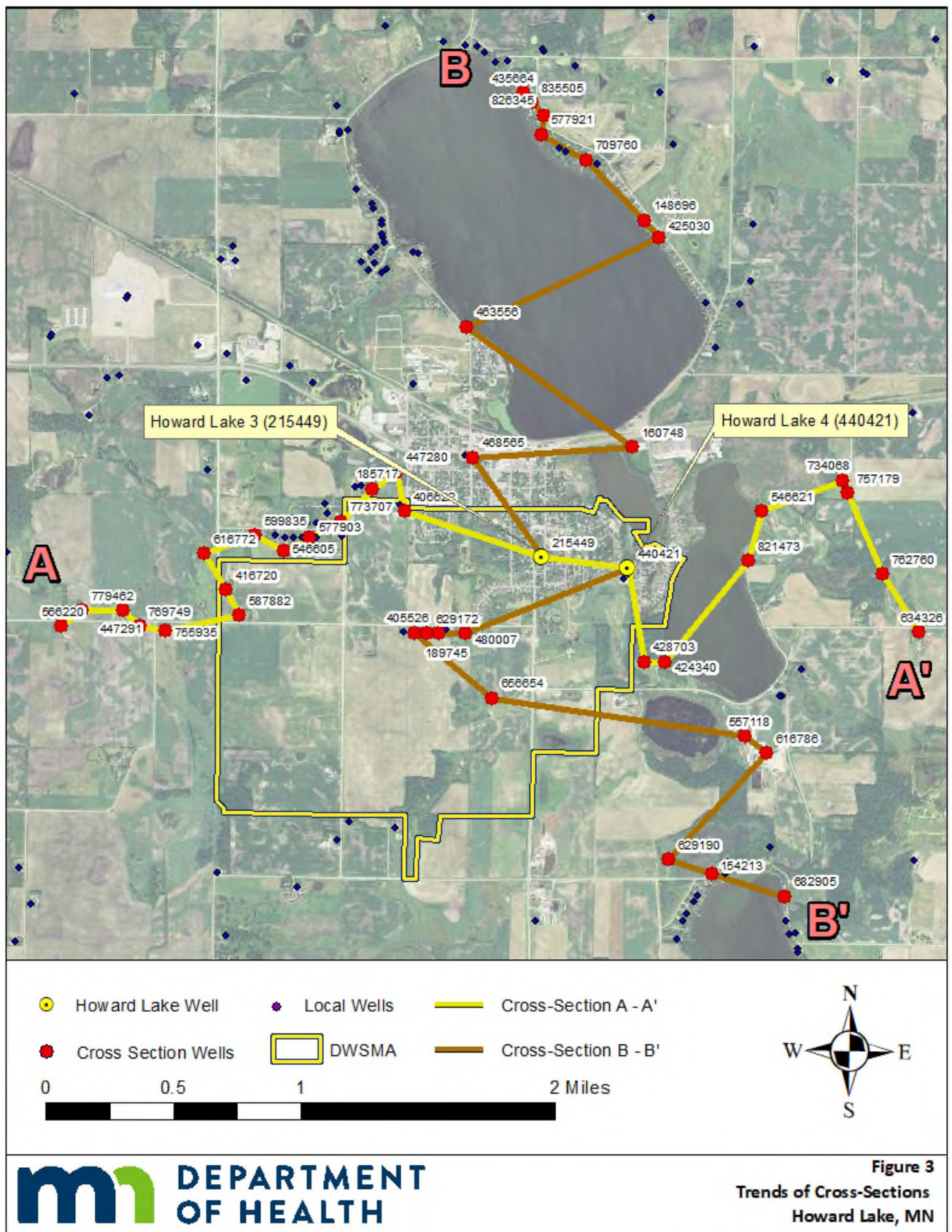
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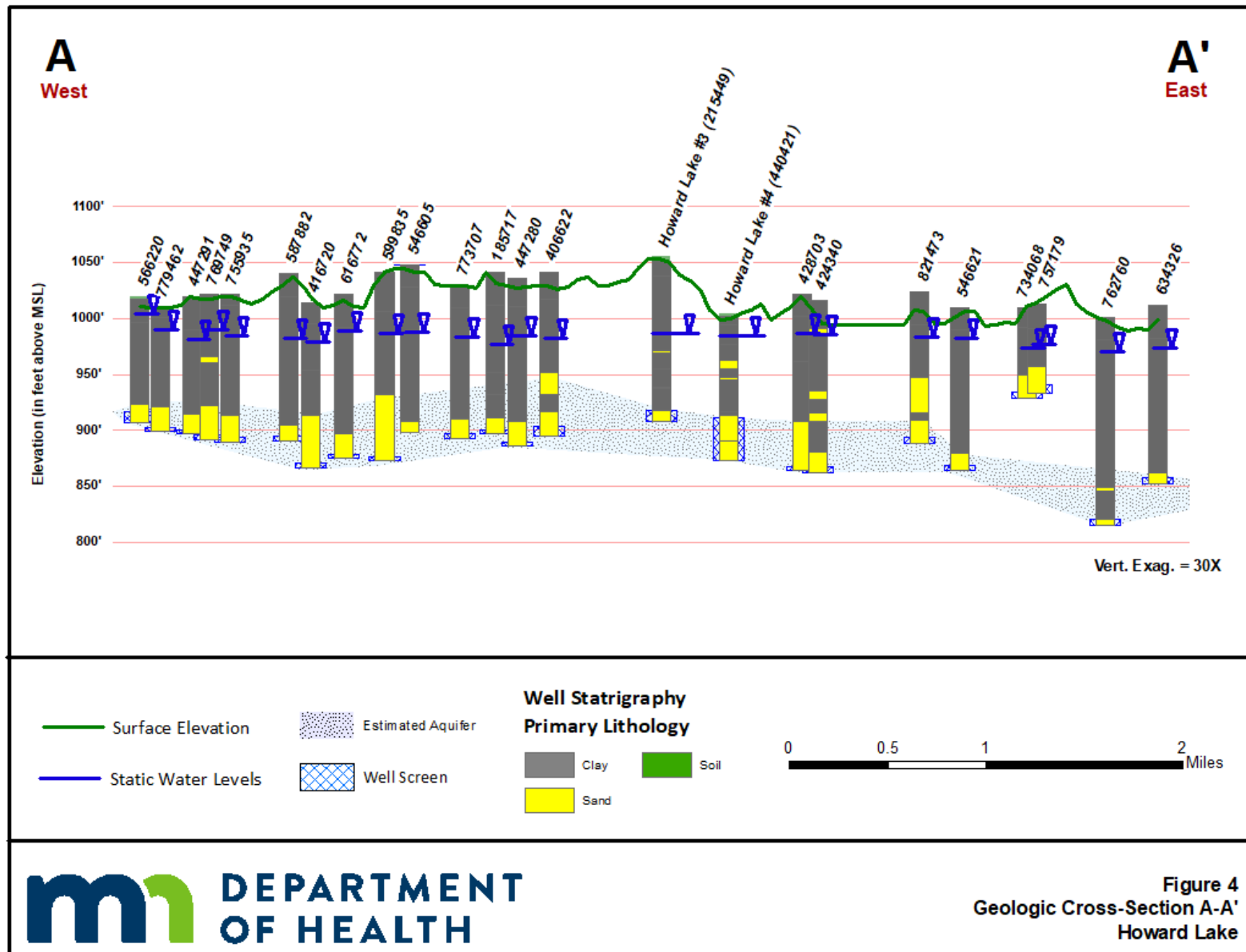
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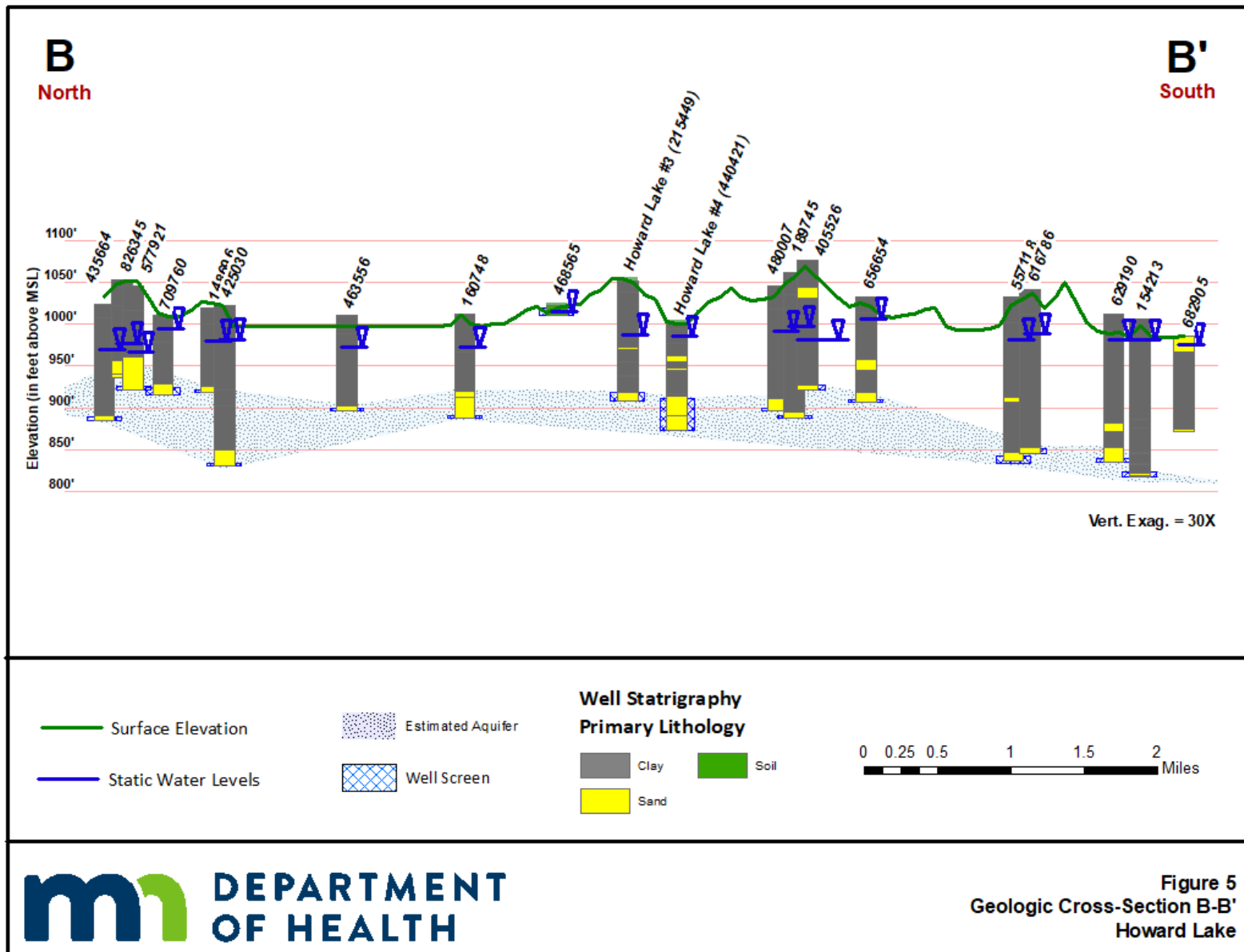
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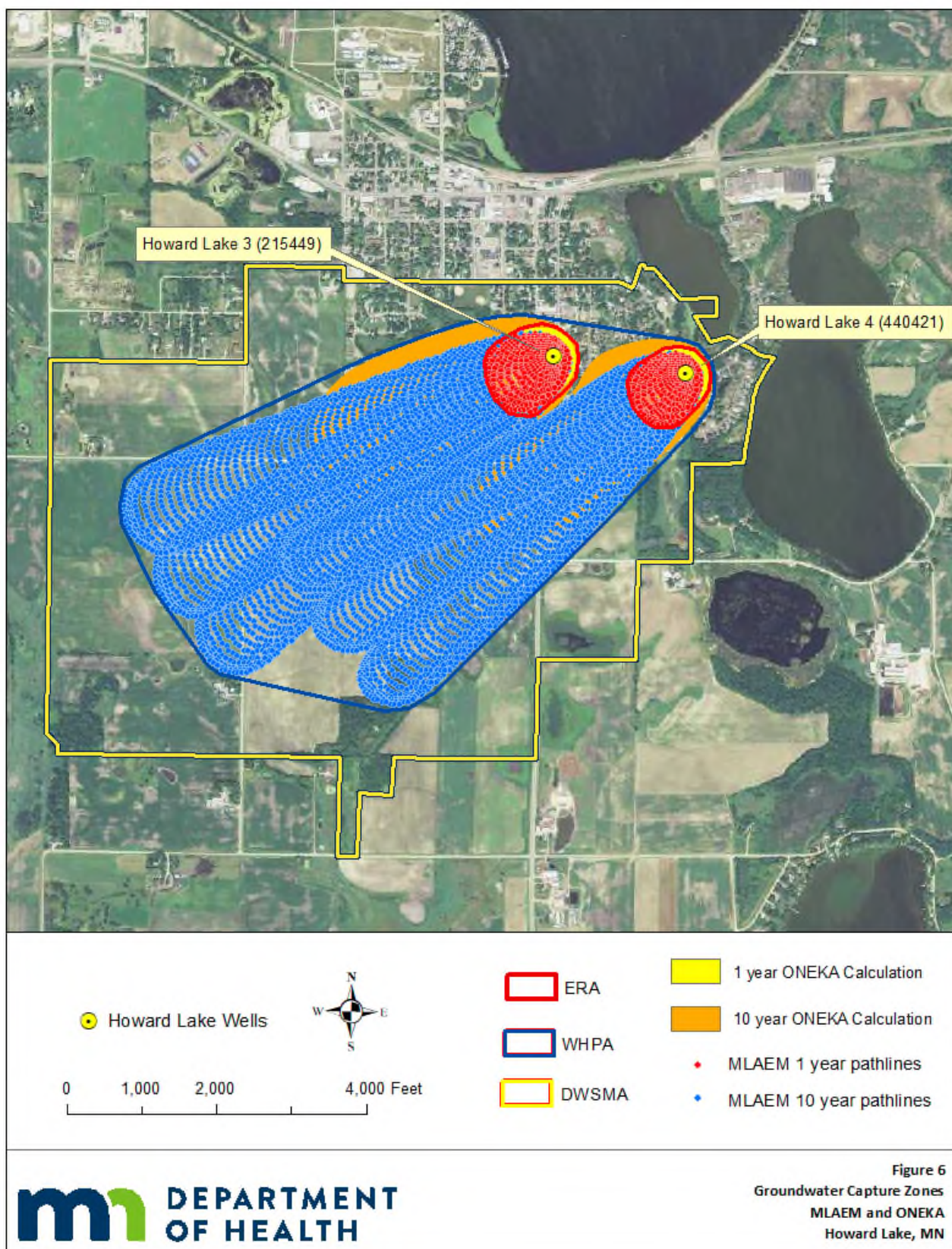
Figures











Appendix A: Data Elements Assessment

Data Type	Data Element	Use of the Well(s)	Delineation Criteria	Quality and Quantity of Well Water	Land and Groundwater Use in DWSMA	Data Source
Climate	Precipitation					
Geology	Maps and geologic descriptions	M	H	H	H	MGS, USGS
Geology	Subsurface data	M	H	H	H	MGS, MDH
Geology	Borehole geophysics	M	H	H	H	Not Available
Geology	Surface geophysics	L	L	L	L	Not Available
Soils	Maps and soil descriptions					
Soils	Eroding lands					
Water Resources	Watershed units					
Water Resources	List of public waters					
Water Resources	Shoreland classifications					
Water Resources	Wetlands map					
Water Resources	Floodplain map					
Land Use	Parcel boundaries map	L	H	L	L	Wright County
Land Use	Political boundaries map	L	H	L	L	MnGEO
Land Use	Public Land Survey map	L	H	L	L	MnGEO
Land Use	Land use map and inventory					
Land Use	Comprehensive land use map					
Land Use	Zoning map					
Public Utility Services	Transportation routes and corridors	L	L	L	L	MnDOT, MnGEO
Public Utility Services	Storm/sanitary sewers and PWS system map					
Public Utility Services	Oil and gas pipelines map					
Public Utility Services	Public drainage systems map or list					
Public Utility Services	Records of well construction, maintenance, and use	H	H	H	H	Howard Lake, CWI, MDH
Surface Water Quantity	Stream flow data					
Surface Water Quantity	Ordinary high water mark data					
Surface Water Quantity	Permitted withdrawals					

Data Type	Data Element	Use of the Well(s)	Delineation Criteria	Quality and Quantity of Well Water	Land and Groundwater Use in DWSMA	Data Source
Surface Water Quantity	Protected levels/flows					
Surface Water Quantity	Water use conflicts					
Groundwater Quantity	Permitted withdrawals	H	H	H	H	DNR
Groundwater Quantity	Groundwater use conflicts	H	H	H	H	No relevant data found
Groundwater Quantity	Water Levels	H	H	H	H	No relevant data found
Surface Water Quality	Stream and lake water quality management classifications					
Surface Water Quality	Monitoring data summary					
Groundwater Quality	Monitoring data	H	H	H	H	MDH
Groundwater Quality	Isotopic data	H	H	H	H	MDH
Groundwater Quality	Tracer studies	H	H	H	H	No relevant data found
Groundwater Quality	Contamination site data	M	M	M	M	No relevant data found
Groundwater Quality	Property audit data from contamination sites					
Groundwater Quality	MPCA and MDA spills/release reports	M	M	M	M	No relevant data found

Definitions Used for Assessing Data Elements

- High (H): the data element has a direct impact
- Moderate (M): the data element has an indirect or marginal impact
- Low (L): the data element has little if any impact
- Shaded: the data element was not required by MDH for preparing this delineation

Acronyms used in this report are listed after the Glossary of Terms.

Appendix C

Potential Contaminant Source Inventory for the City of Howard Lake

Exhibit A – Potential Contaminant Source Inventory

Exhibit B - Inner Well Management Zone Inventory

Exhibit C – MDH Public Water Supply Well Inventory

Note: Sanborn Fire Insurance Maps are not available for this area.

Appendix C

Exhibit A

City of Howard Lake DWSMA Potential Contaminant Source Inventory

Table 1 – Howard Lake DWSMA Potential Contaminant Source Inventory

Figure 1 – Howard Lake DWSMA Potential Contaminant Source Map

Table 1**City of Howard Lake DWSMA Potential Contaminant Source Inventory (July 2022)**

Map #	PIN	Facility Name	Address	City	Zip	PCS	Status	Program ID	Total	Comments	Location
1	109025001070	City of Howard Lake	741 6TH St	Howard Lake	55349	WEL	A	440421	1	Howard Lake #4	ERA
2	109011001021	City of Howard Lake	741 6TH St	Howard Lake	55349	WEL	A	215449	1	Howard Lake #3	ERA
3	109020000011	City of Howard Lake	741 6TH St	Howard Lake	55349	WEL	I	582481	1	Howard Lake #5; metal cap welded to casing; no pump	ERA
4	109020	City of Howard Lake	741 6TH St	Howard Lake	55349	WEL	U	440406	1	No sealing record; Unverified Location	ERA
5	219000091201	Main, Gene & Glee	9263 70TH St SW	Howard Lake	55349	WEL	A	604022	1		WHPA
6	219019001010	Schmieg, Mark E	9219 70TH St SW	Howard Lake	55349	WEL	A	405526	1		WHPA
7	219019001020	Helmbrecht, Jason M & Mills, Jennifer	9181 70TH St SW	Howard Lake	55349	WEL	A	629172	1		WHPA
8	219019001030	Kubasch, Kendell M & Susan	9129 70TH St SW	Howard Lake	55349	WEL	A	189745	1		WHPA
9	219000091103	Barfknecht, Austin	9097 70TH St SW	Howard Lake	55349	WEL	A	189737	1		WHPA
10	219000091100	Guerra, Jacqueline & Williams, Stephen	9023 70TH St SW	Howard Lake	55349	WEL	A	480007	1		WHPA
11	219000102203	Patton, David & Sheila	8973 70TH St SW	Howard Lake	55349	WEL	A	407838	1		WHPA
12	219000102103	Spooner-Smith, Michelle & Mattson, Kent	7150 Co Rd 6 SW	Howard Lake	55349	WEL	A	665958	1		WHPA
13	219000102300	Hofer, Duane L	7305 County Road 6 SW	Howard Lake	55349	WEL	A	656654	1		WHPA
14	219000093100	Workman, Robert J	7585 Jellison Ave SW	Howard Lake	55349	WEL	A		1		DWSMA
15	219000091202	Allison H Ittel Trust	4618 Winchester Ln	Brooklyn Center	55429	WEL	A		1		WHPA
16	219000092100	Cemenski, Lyle M	16600 Excelsior Blvd	Minnetonka	55345	WEL	A		1	9417 70th St. SW	WHPA
17	219000043302	Kotila Properties, LCC	17434 2nd St SW	Cokato	55321	WEL	A	587882	1	9635 70th St. SW	DWSMA
18	219000043300	Johnson, Mark W & Betty M	6872 Keats Ave SW	Howard Lake	55349	WEL	A	416720	1	9882 70th St SW	DWSMA
19	109500044202	Schmieg, Dale E & Evelyn L	1311 9TH St	Howard Lake	55349	WEL	A	521524	1		DWSMA
21	219000044201	Tighe, John G	1300 9TH St	Howard Lake	55349	WEL	A	406622	1		DWSMA
22	219000044401	Duffy, Allen & Shelly	9042 70th St SW	Howard Lake	55349	WEL	A		1		WHPA
23	219000102100	Warnke, Wayne Rev Trust	7146 Co Rd 6 SW	Howard Lake	55349	WEL	A		1		WHPA

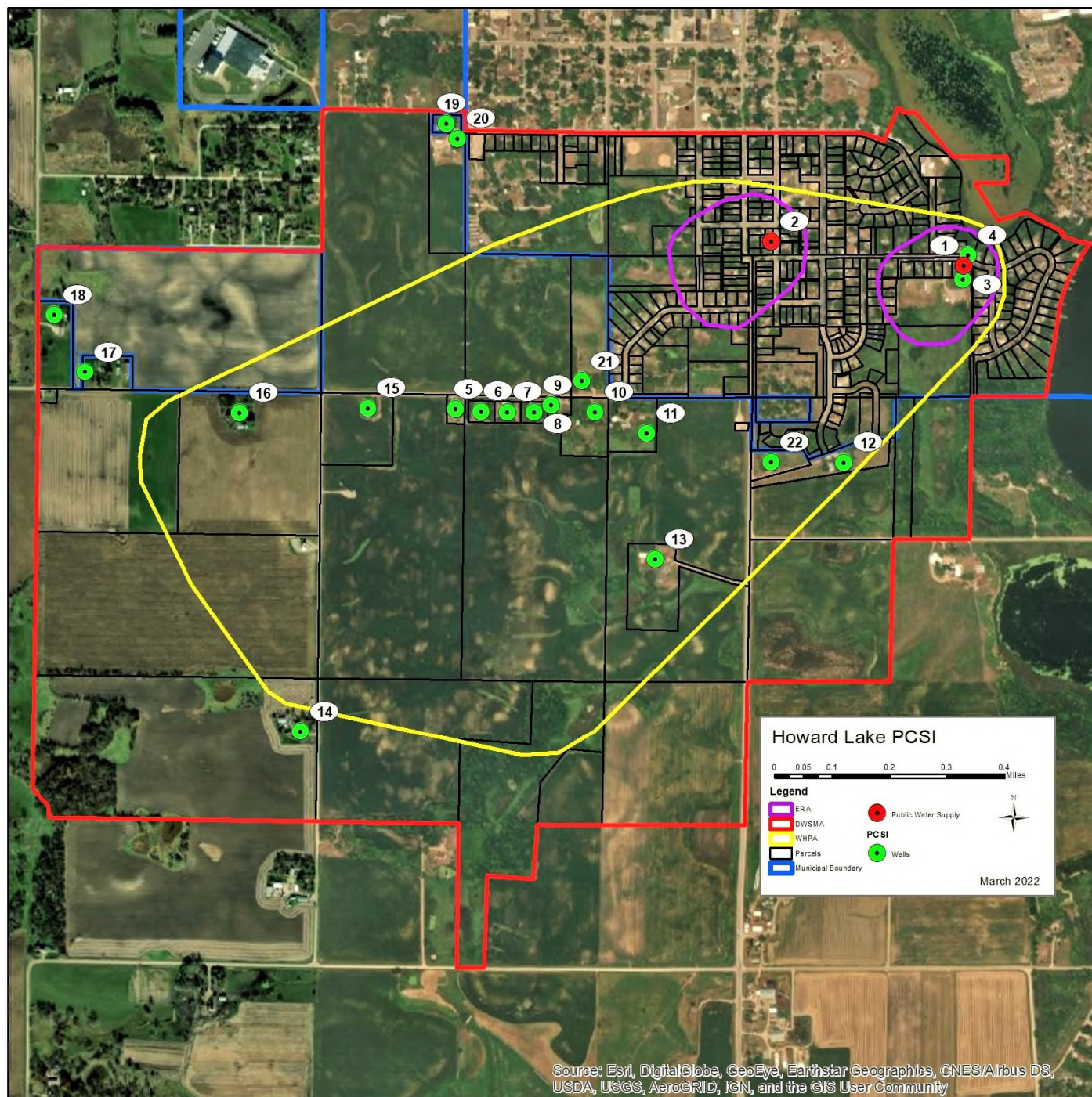


Figure 1

Howard Lake DWSMA Potential Contaminant Source Map

Appendix C

Exhibit B

Inner Well Management Zone Forms for Primary Wells

INNER WELLHEAD MANAGEMENT ZONE (IWMZ) - POTENTIAL CONTAMINANT SOURCE INVENTORY (PCSI) REPORT

PUBLIC WATER SYSTEM INFORMATION

PWS ID	1860010	COMMUNITY
NAME	Howard Lake	
ADDRESS	Howard Lake Water Superintendent, Howard Lake City Hall, PO Box 736, 625 8th Avenue, Howard Lake, MN 553490736	

FACILITY (WELL) INFORMATION

NAME	Well #3	IS THERE A WELL LOG OR ADDITIONAL CONSTRUCTION INFORMATION AVAILABLE? ☐ YES (Please attach a copy) ☐ NO ☐ UNDETERMINED
SAMPLE POINT ID	S02	
UNIQUE WELL NO.	215449	
COUNTY	Wright	

PWS ID / SAMPLE POINT ID	1860010 S02	UNIQUE WELL NO.	215449
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PCSI CODE	ACTUAL OR POTENTIAL CONTAMINATION SOURCE	ISOLATION DISTANCES (FEET)				LOCATION	
		Minimum Distances		Sensitive Well'	Within 200 Ft. Y / N / U	Dist. from Well	Est. (?)
		Community	Non- community				

Agricultural Related

*AC1	Agricultural chemical buried piping	50	50		N		
*AC2	Agricultural chemical multiple tanks or containers for residential retail sale or use, no single tank or container exceeding, but aggregate volume exceeding 56 gal. or 100 lbs. dry weight	50	50		N		
ACP	Agricultural chemical tank or container with 25 gal. or more or 100 lbs. or more dry weight, or equipment filling or cleaning area without safeguards	150	150		N		
ACS	Agricultural chemical storage or equipment filling or cleaning area with safeguards	100	100		N		
ACR	Agricultural chemical storage or equipment filling or cleaning area with safeguards and roofed	50	50		N		
ADW	Agricultural drainage well ² (Class V well - illegal ³)	50	50		N		
AAT	Anhydrous ammonia tank (stationary tank)	50	50		N		
AB1	Animal building, feedlot, confinement area, or kennel, 0.1 to 1.0 animal unit (stockyard)	50	20	100/40	N		
AB2	Animal building or poultry building, including a horse riding area, more than 1.0 animal unit	50	50	100	N		
ABS	Animal burial area, more than 1.0 animal unit	50	50		N		
FWP	Animal feeding or watering area within a pasture, more than 1.0 animal unit	50	50	100	N		
AF1	Animal feedlot, unroofed, 300 or more animal units (stockyard)	100	100	200	N		
AF2	Animal feedlot, more than 1.0, but less than 300 animal units (stockyard)	50	50	100	N		
AMA	Animal manure application	use discretion	use discretion		N		
REN	Animal rendering plant	50	50		N		
MS1	Manure (liquid) storage basin or lagoon, unpermitted or noncertified	300	300	600	N		
MS2	Manure (liquid) storage basin or lagoon, approved earthen liner	150	150	300	N		
MS3	Manure (liquid) storage basin or lagoon, approved concrete or composite liner	100	100	200	N		
MS4	Manure (solid) storage area, not covered with a roof	100	100	200	N		
OSC	Open storage for crops	use discretion	use discretion		N		

SSTS Related

AA1	Absorption area of a soil dispersal system, average flow greater than 10,000 gal./day	300	300	600	N		
AA2	Absorption area of a soil dispersal system serving a facility handling infectious or pathological wastes, average flow 10,000 gal./day or less	150	150	300	N		
AA3	Absorption area of a soil dispersal system, average flow 10,000 gal./day or less	50	50	100	N		
AA4	Absorption area of a soil dispersal system serving multiple family residences or a non-residential facility and has the capacity to serve 20 or more persons per day (Class V well) ²	50/300/150 ⁴	50/300/150 ⁴	100/600/300 ⁴	N		
CSP	Cesspool	75	75	150	N		
AGG	Dry well, leaching pit, seepage pit	75	75	150	N		
*FD1	Floor drain, grate, or trough connected to a buried sewer	50	50		N		
*FD2	Floor drain, grate, or trough if buried sewer is air-tested, approved materials, serving one building, or two or less single-family residences	50	20		N		

PWS ID / SAMPLE POINT ID	1860010 S02	UNIQUE WELL NO.	215449
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PCSI CODE	ACTUAL OR POTENTIAL CONTAMINATION SOURCE	ISOLATION DISTANCES (FEET)				LOCATION	
		Minimum Distances		Sensitive Well'	Within 200 Ft. Y / N / U	Dist. from Well	Est. (?)
		Community	Non-community				
*GW1	Gray-water dispersal area	50	50	100	N		
LC1	Large capacity cesspools (Class V well - illegal) ²	75	75	150	N		
MVW	Motor vehicle waste disposal (Class V well - illegal) ²	illegal	illegal		N		
PR1	Privy, nonportable	50	50	100	N		
PR2	Portable (privy) or toilet	50	20		N		
*SF1	Watertight sand filter; peat filter; or constructed wetland	50	50		N		
SET	Septic tank	50	50		N		
HTK	Sewage holding tank, watertight	50	50		N		
SS1	Sewage sump capacity 100 gal. or more	50	50		N		
SS2	Sewage sump capacity less than 100 gal., tested, conforming to rule	50	20		N		
*ST1	Sewage treatment device, watertight	50	50		N		
SB1	Sewer, buried, approved materials, tested, serving one building, or two or less single-family residences	50	20		Y	175	Y
SB1	Sewer, buried, approved materials, tested, serving one building, or two or less single-family residences	50	20		Y	110	Y
SB1	Sewer, buried, approved materials, tested, serving one building, or two or less single-family residences	50	20		Y	150	Y
SB1	Sewer, buried, approved materials, tested, serving one building, or two or less single-family residences	50	20		Y	41	Y
SB1	Sewer, buried, approved materials, tested, serving one building, or two or less single-family residences	50	20		Y	90	Y
SB1	Sewer, buried, approved materials, tested, serving one building, or two or less single-family residences	50	20		Y	115	Y
SB1	Sewer, buried, approved materials, tested, serving one building, or two or less single-family residences	50	20		Y	185	Y
SB2	Sewer, buried, collector, municipal, serving a facility handling infectious or pathological wastes, open-jointed or unapproved materials	50	50		Y	151	Y
SB2	Sewer, buried, collector, municipal, serving a facility handling infectious or pathological wastes, open-jointed or unapproved materials	50	50		Y	153	Y
SB2	Sewer, buried, collector, municipal, serving a facility handling infectious or pathological wastes, open-jointed or unapproved materials	50	50		Y	86	N
*WB1	Water treatment backwash holding basin, reclaim basin, or surge tank with a direct sewer connection	50	50		N		
*WB2	Water treatment backwash holding basin, reclaim basin, or surge tank with a backflow protected sewer connection	20	20		N		
Land Application							
SPT	Land spreading area for sewage, septage, or sludge	50	50	100	N		
Solid Waste Related							
COS	Commercial compost site	50	50		N		
CD1	Construction or demolition debris disposal area	50	50	100	N		
*HW1	Household solid waste disposal area, single residence	50	50	100	N		
LF1	Landfill, permitted demolition debris, dump, or mixed municipal solid waste from multiple persons	300	300	600	N		
SVY	Scrap yard	50	50		N		
SWT	Solid waste transfer station	50	50		N		
Storm Water Related							
SD1	Storm water drain pipe, 8 inches or greater in diameter	50	20		Y	171	N
SD1	Storm water drain pipe, 8 inches or greater in diameter	50	20		Y	126	N
SWI	Storm water drainage well ² (Class V well - illegal ³)	50	50		N		
SM1	Storm water pond greater than 5000 gal.	50	35		N		
Wells and Borings							
*EB1	Elevator boring, not conforming to rule	50	50		N		
*EB2	Elevator boring, conforming to rule	20	20		N		
MON	Monitoring well	record dist.	record dist.		N		
WEL	Operating well	record dist.	record dist.		Y	56	
UUW	Unused, unsealed well or boring	50	50		N		
General							
*CR1	Cistern or reservoir, buried, nonpressurized water supply	20	20		N		
PLM	Contaminant plume	50	50		N		

PWS ID / SAMPLE POINT ID	1860010 S02	UNIQUE WELL NO.	215449
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PCSI CODE	ACTUAL OR POTENTIAL CONTAMINATION SOURCE	ISOLATION DISTANCES (FEET)				LOCATION	
		Minimum Distances		Sensitive Well'	Within 200 Ft. Y / N / U	Dist. from Well	Est. (?)
		Community	Non-community				
*CW1	Cooling water pond, industrial	50	50	100	N		
DC1	Deicing chemicals, bulk road	50	50	100	N		
*ET1	Electrical transformer storage area, oil-filled	50	50		N		
GRV	Grave or mausoleum	50	50		N		
GP1	Gravel pocket or French drain for clear water drainage only	20	20		N		
*HS1	Hazardous substance buried piping	50	50		N		
HS2	Hazardous substance tank or container, above ground or underground, 56 gal. or more, or 100 lbs. or more dry weight, without safeguards	150	150		N		
HS3	Hazardous substance tank or container, above ground or underground, 56 gal. or more, or 100 lbs. or more dry weight with safeguards	100	100		N		
HS4	Hazardous substance multiple storage tanks or containers for residential retail sale or use, no single tank or container exceeding 56 gal. or 100 lbs., but aggregate volume exceeding	50	50		N		
HWF	Highest water or flood level	50	N/A		N		
*HG1	Horizontal ground source closed loop heat exchanger buried piping	50	50		N		
*HG2	Horizontal ground source closed loop heat exchanger buried piping and horizontal piping, approved materials and heat transfer fluid	50	10		N		
IWD	Industrial waste disposal well (Class V well) ²	illegal ³	illegal ³		N		
IWS	Interceptor, including a flammable waste or sediment	50	50		N		
OH1	Ordinary high water level of a stream, river, pond, lake, reservoir, or drainage ditch (holds water six months or more)	50	35		N		
*PP1	Petroleum buried piping	50	50		N		
*PP2	Petroleum or crude oil pipeline to a refinery or distribution center	100	100		N		
PT1	Petroleum tank or container, 1100 gal. or more, without safeguards	150	150		N		
PT2	Petroleum tank or container, 1100 gal. or more, with safeguards	100	100		N		
PT3	Petroleum tank or container, buried, between 56 and 1100 gal.	50	50		N		
PT4	Petroleum tank or container, not buried, between 56 and 1100 gal.	50 ⁵	20		N		
PU1	Pit or unfilled space more than four feet in depth	20	20		N		
PC1	Pollutant or contaminant that may drain into the soil	50	50	100	N		
SP1	Swimming pool, in-ground	20	20		N		
*VH1	Vertical heat exchanger, horizontal piping conforming to rule	50	10		N		
*VH2	Vertical heat exchanger (vertical) piping, conforming to rule	50	35		N		
*WR1	Wastewater rapid infiltration basin, municipal or industrial	300	300	600	N		
*WA1	Wastewater spray irrigation area, municipal or industrial	150	150	300	N		
*WS1	Wastewater stabilization pond, industrial	150	150	300	N		
*WS2	Wastewater stabilization pond, municipal, 500 or more gal./acre/day of leakage	300	300	600	N		
*WS3	Wastewater stabilization pond, municipal, less than 500 gal./acre/day of leakage	150	150	300	N		
*WT1	Wastewater treatment unit tanks, vessels and components (Package plant)	100	100		N		
*WT2	Water treatment backwash disposal area	50	50	100	N		

Additional Sources (If there is more than one source listed above, please indicate here).

Potential Contamination Sources and Codes Based on Previous Versions of this Form

	none found within 200' of this well.						
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PWS ID / SAMPLE POINT ID		1860010 S02	UNIQUE WELL NO.		215449		
PCSI CODE	ACTUAL OR POTENTIAL CONTAMINATION SOURCE	ISOLATION DISTANCES (FEET)				LOCATION	
		Minimum Distances		Sensitive Well ¹	Within 200 Ft. Y / N / U	Dist. from Well	Est. (?)
		Community	Non- community				

* New potential contaminant source.

¹ A sensitive well has less than 50 feet of watertight casing, and which is not cased below a confining layer or confining materials of at least 10' in thickness.

² These sources, known as Class V underground injection wells, are regulated by the federal U.S. Environmental Protection Agency.

³ These sources are classified as illegal by Minnesota Rules, Chapter 4725.

⁴ Isolation distance is determined by average flow per day or if a facility handles infectious or pathological wastes.

⁵ A community public water-supply well must be a minimum of 50 feet from a petroleum tank or container, unless the tank or container is used for emergency pumping and is located in a room or building separate from the community well; and is of double-wall construction with leak detection between walls; or is protected with secondary containment.

This form is based on the new isolation distances in Minnesota Rules, Chapter 4725, related to wells and borings adopted August 4, 2008, and Minnesota Rules, Chapter 4720, related to wellhead protection.

PWS ID / SAMPLE POINT ID

1860010 S02

UNIQUE WELL NO.

215449

SETBACK DISTANCES

All potential contaminant sources must be noted on sketch.

Record the distance and approximate compass bearing of each potential contaminant source from the well, and identify the source using the "Source Code". Unlabeled points on the map are unsealed wells.



Y	N	N/A
	X	
		X

Were the isolation distances maintained for the new sources of contamination?

Is the system monitoring existing nonconforming sources of contamination?

Reminder Question: Were the wellhead protection measure(s) implemented?

INSPECTOR

Hoerr, Robyn

DATE

4 - 25 - 2022

PWS ID / SAMPLE POINT ID	1860010 S02	UNIQUE WELL NO.	215449
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RECOMMENDED WELLHEAD PROTECTION (WHP) MEASURES	WHP MEASURE IMPLEMENTED? Y or N	DATE VERIFIED
Any sewer lines that are observed to be leaking, cracked, or deteriorated, should be replaced.		
The stormwater pipe should be managed to insure optimal performance. Information on stormwater management can be found on the Minnesota Pollution Control Agency website .		

COMMENTS

For further information, please contact:

**Minnesota Department of Health
Drinking Water Protection Section
Source Water Protection Unit
P.O. Box 64975
St. Paul, Minnesota 55164-0975**

**Section Receptionist: 651-201-4700
Division TDD: 651-201-5797 or MN Relay Service @ 1-800-627-3529 and ask for 651-201-5000**

INNER WELLHEAD MANAGEMENT ZONE (IWMZ) - POTENTIAL CONTAMINANT SOURCE INVENTORY (PCSI) REPORT

PUBLIC WATER SYSTEM INFORMATION

PWS ID	1860010	COMMUNITY
NAME	Howard Lake	
ADDRESS	Howard Lake Water Superintendent, Howard Lake City Hall, PO Box 736, 625 8th Avenue, Howard Lake, MN 553490736	

FACILITY (WELL) INFORMATION

NAME	Well #4	IS THERE A WELL LOG OR ADDITIONAL CONSTRUCTION INFORMATION AVAILABLE? ☐ YES (Please attach a copy) ☐ NO ☐ UNDETERMINED
SAMPLE POINT ID	S03	
UNIQUE WELL NO.	440421	
COUNTY	Wright	

PWS ID / SAMPLE POINT ID	1860010 S03	UNIQUE WELL NO.	440421
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PCSI CODE	ACTUAL OR POTENTIAL CONTAMINATION SOURCE	ISOLATION DISTANCES (FEET)				LOCATION	
		Minimum Distances		Sensitive Well'	Within 200 Ft. Y / N / U	Dist. from Well	Est. (?)
		Community	Non- community				

Agricultural Related

*AC1	Agricultural chemical buried piping	50	50		N		
*AC2	Agricultural chemical multiple tanks or containers for residential retail sale or use, no single tank or container exceeding, but aggregate volume exceeding 56 gal. or 100 lbs. dry weight	50	50		N		
ACP	Agricultural chemical tank or container with 25 gal. or more or 100 lbs. or more dry weight, or equipment filling or cleaning area without safeguards	150	150		N		
ACS	Agricultural chemical storage or equipment filling or cleaning area with safeguards	100	100		N		
ACR	Agricultural chemical storage or equipment filling or cleaning area with safeguards and roofed	50	50		N		
ADW	Agricultural drainage well ² (Class V well - illegal ³)	50	50		N		
AAT	Anhydrous ammonia tank (stationary tank)	50	50		N		
AB1	Animal building, feedlot, confinement area, or kennel, 0.1 to 1.0 animal unit (stockyard)	50	20	100/40	N		
AB2	Animal building or poultry building, including a horse riding area, more than 1.0 animal unit	50	50	100	N		
ABS	Animal burial area, more than 1.0 animal unit	50	50		N		
FWP	Animal feeding or watering area within a pasture, more than 1.0 animal unit	50	50	100	N		
AF1	Animal feedlot, unroofed, 300 or more animal units (stockyard)	100	100	200	N		
AF2	Animal feedlot, more than 1.0, but less than 300 animal units (stockyard)	50	50	100	N		
AMA	Animal manure application	use discretion	use discretion		N		
REN	Animal rendering plant	50	50		N		
MS1	Manure (liquid) storage basin or lagoon, unpermitted or noncertified	300	300	600	N		
MS2	Manure (liquid) storage basin or lagoon, approved earthen liner	150	150	300	N		
MS3	Manure (liquid) storage basin or lagoon, approved concrete or composite liner	100	100	200	N		
MS4	Manure (solid) storage area, not covered with a roof	100	100	200	N		
OSC	Open storage for crops	use discretion	use discretion		N		

SSTS Related

AA1	Absorption area of a soil dispersal system, average flow greater than 10,000 gal./day	300	300	600	N		
AA2	Absorption area of a soil dispersal system serving a facility handling infectious or pathological wastes, average flow 10,000 gal./day or less	150	150	300	N		
AA3	Absorption area of a soil dispersal system, average flow 10,000 gal./day or less	50	50	100	N		
AA4	Absorption area of a soil dispersal system serving multiple family residences or a non-residential facility and has the capacity to serve 20 or more persons per day (Class V well) ²	50/300/150 ⁴	50/300/150 ⁴	100/600/300 ⁴	N		
CSP	Cesspool	75	75	150	N		
AGG	Dry well, leaching pit, seepage pit	75	75	150	N		
*FD1	Floor drain, grate, or trough connected to a buried sewer	50	50		N		
*FD2	Floor drain, grate, or trough if buried sewer is air-tested, approved materials, serving one building, or two or less single-family residences	50	20		N		

PWS ID / SAMPLE POINT ID	1860010 S03	UNIQUE WELL NO.	440421
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PCSI CODE	ACTUAL OR POTENTIAL CONTAMINATION SOURCE	ISOLATION DISTANCES (FEET)				LOCATION	
		Minimum Distances		Sensitive Well'	Within 200 Ft. Y / N / U	Dist. from Well	Est. (?)
		Community	Non-community				
*GW1	Gray-water dispersal area	50	50	100	N		
LC1	Large capacity cesspools (Class V well - illegal) ²	75	75	150	N		
MVW	Motor vehicle waste disposal (Class V well - illegal) ²	illegal	illegal		N		
PR1	Privy, nonportable	50	50	100	N		
PR2	Portable (privy) or toilet	50	20		Y	116	Y
*SF1	Watertight sand filter; peat filter; or constructed wetland	50	50		N		
SET	Septic tank	50	50		N		
HTK	Sewage holding tank, watertight	50	50		N		
SS1	Sewage sump capacity 100 gal. or more	50	50		Y	117	Y
SS2	Sewage sump capacity less than 100 gal., tested, conforming to rule	50	20		N		
*ST1	Sewage treatment device, watertight	50	50		N		
SB1	Sewer, buried, approved materials, tested, serving one building, or two or less single-family residences	50	20		Y	75	Y
SB1	Sewer, buried, approved materials, tested, serving one building, or two or less single-family residences	50	20		Y	200	Y
SB1	Sewer, buried, approved materials, tested, serving one building, or two or less single-family residences	50	20		Y	175	Y
SB1	Sewer, buried, approved materials, tested, serving one building, or two or less single-family residences	50	20		Y	100	Y
SB2	Sewer, buried, collector, municipal, serving a facility handling infectious or pathological wastes, open-jointed or unapproved materials	50	50		Y	67	N
*WB1	Water treatment backwash holding basin, reclaim basin, or surge tank with a direct sewer connection	50	50		N		
*WB2	Water treatment backwash holding basin, reclaim basin, or surge tank with a backflow protected sewer connection	20	20		N		
Land Application							
SPT	Land spreading area for sewage, septage, or sludge	50	50	100	N		
Solid Waste Related							
COS	Commercial compost site	50	50		N		
CD1	Construction or demolition debris disposal area	50	50	100	N		
*HW1	Household solid waste disposal area, single residence	50	50	100	N		
LF1	Landfill, permitted demolition debris, dump, or mixed municipal solid waste from multiple persons	300	300	600	N		
SVY	Scrap yard	50	50		N		
SWT	Solid waste transfer station	50	50		N		
Storm Water Related							
SD1	Storm water drain pipe, 8 inches or greater in diameter	50	20		Y	103	Y
SWI	Storm water drainage well ² (Class V well - illegal ³)	50	50		N		
SM1	Storm water pond greater than 5000 gal.	50	35		N		
Wells and Borings							
*EB1	Elevator boring, not conforming to rule	50	50		N		
*EB2	Elevator boring, conforming to rule	20	20		N		
MON	Monitoring well	record dist.	record dist.		N		
WEL	Operating well	record dist.	record dist.		Y	123	
UUW	Unused, unsealed well or boring	50	50		N		
General							
*CR1	Cistern or reservoir, buried, nonpressurized water supply	20	20		N		
PLM	Contaminant plume	50	50		N		
*CW1	Cooling water pond, industrial	50	50	100	N		
DC1	Deicing chemicals, bulk road	50	50	100	N		
*ET1	Electrical transformer storage area, oil-filled	50	50		N		
GRV	Grave or mausoleum	50	50		N		
GP1	Gravel pocket or French drain for clear water drainage only	20	20		N		
*HS1	Hazardous substance buried piping	50	50		N		
HS2	Hazardous substance tank or container, above ground or underground, 56 gal. or more, or 100 lbs. or more dry weight, without safeguards	150	150		N		
HS3	Hazardous substance tank or container, above ground or underground, 56 gal. or more, or 100 lbs. or more dry weight with safeguards	100	100		N		

PWS ID / SAMPLE POINT ID	1860010 S03	UNIQUE WELL NO.	440421
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PCSI CODE	ACTUAL OR POTENTIAL CONTAMINATION SOURCE	ISOLATION DISTANCES (FEET)				LOCATION	
		Minimum Distances		Sensitive Well'	Within 200 Ft. Y / N / U	Dist. from Well	Est. (?)
		Community	Non-community				
HS4	Hazardous substance multiple storage tanks or containers for residential retail sale or use, no single tank or container exceeding 56 gal. or 100 lbs., but aggregate volume exceeding	50	50		N		
HWF	Highest water or flood level	50	N/A		N		
*HG1	Horizontal ground source closed loop heat exchanger buried piping	50	50		N		
*HG2	Horizontal ground source closed loop heat exchanger buried piping and horizontal piping, approved materials and heat transfer fluid	50	10		N		
IWD	Industrial waste disposal well (Class V well) ²	illegal ³	illegal ³		N		
IWS	Interceptor, including a flammable waste or sediment	50	50		N		
OH1	Ordinary high water level of a stream, river, pond, lake, reservoir, or drainage ditch (holds water six months or more)	50	35		N		
*PP1	Petroleum buried piping	50	50		N		
*PP2	Petroleum or crude oil pipeline to a refinery or distribution center	100	100		N		
PT1	Petroleum tank or container, 1100 gal. or more, without safeguards	150	150		N		
PT2	Petroleum tank or container, 1100 gal. or more, with safeguards	100	100		N		
PT3	Petroleum tank or container, buried, between 56 and 1100 gal.	50	50		N		
PT4	Petroleum tank or container, not buried, between 56 and 1100 gal.	50 ⁵	20		N		
PU1	Pit or unfilled space more than four feet in depth	20	20		N		
PC1	Pollutant or contaminant that may drain into the soil	50	50	100	N		
SP1	Swimming pool, in-ground	20	20		N		
*VH1	Vertical heat exchanger, horizontal piping conforming to rule	50	10		N		
*VH2	Vertical heat exchanger (vertical) piping, conforming to rule	50	35		N		
*WR1	Wastewater rapid infiltration basin, municipal or industrial	300	300	600	N		
*WA1	Wastewater spray irrigation area, municipal or industrial	150	150	300	N		
*WS1	Wastewater stabilization pond, industrial	150	150	300	N		
*WS2	Wastewater stabilization pond, municipal, 500 or more gal./acre/day of leakage	300	300	600	N		
*WS3	Wastewater stabilization pond, municipal, less than 500 gal./acre/day of leakage	150	150	300	N		
*WT1	Wastewater treatment unit tanks, vessels and components (Package plant)	100	100		N		
*WT2	Water treatment backwash disposal area	50	50	100	N		

Additional Sources (If there is more than one source listed above, please indicate here).

[illegible]

Potential Contamination Sources and Codes Based on Previous Versions of this Form

none found within 200' of this well.							
--------------------------------------	--	--	--	--	--	--	--

PWS ID / SAMPLE POINT ID		1860010 S03	UNIQUE WELL NO.		440421		
PCSI CODE	ACTUAL OR POTENTIAL CONTAMINATION SOURCE	ISOLATION DISTANCES (FEET)				LOCATION	
		Minimum Distances		Sensitive Well¹	Within 200 Ft. Y / N / U	Dist. from Well	Est. (?)
		Community	Non- community				

* New potential contaminant source.

¹ A sensitive well has less than 50 feet of watertight casing, and which is not cased below a confining layer or confining materials of at least 10' in thickness.

² These sources, known as Class V underground injection wells, are regulated by the federal U.S. Environmental Protection Agency.

³ These sources are classified as illegal by Minnesota Rules, Chapter 4725.

⁴ Isolation distance is determined by average flow per day or if a facility handles infectious or pathological wastes.

⁵ A community public water-supply well must be a minimum of 50 feet from a petroleum tank or container, unless the tank or container is used for emergency pumping and is located in a room or building separate from the community well; and is of double-wall construction with leak detection between walls; or is protected with secondary containment.

This form is based on the new isolation distances in Minnesota Rules, Chapter 4725, related to wells and borings adopted August 4, 2008, and Minnesota Rules, Chapter 4720, related to wellhead protection.

PWS ID / SAMPLE POINT ID

1860010 S03

UNIQUE WELL NO.

440421

SETBACK DISTANCES

All potential contaminant sources must be noted on sketch.

Record the distance and approximate compass bearing of each potential contaminant source from the well, and identify the source using the "Source Code". Unlabeled points on the map are unsealed wells.



Y	N	N/A
---	---	-----

Were the isolation distances maintained for the new sources of contamination?

X

Is the system monitoring existing nonconforming sources of contamination?

X

Reminder Question: Were the wellhead protection measure(s) implemented?

INSPECTOR

Hoerr, Robyn

DATE

4 - 25 - 2022

PWS ID / SAMPLE POINT ID	1860010 S03	UNIQUE WELL NO.	440421
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RECOMMENDED WELLHEAD PROTECTION (WHP) MEASURES	WHP MEASURE IMPLEMENTED? Y or N	DATE VERIFIED
The sewage lift station should be maintained to prevent leakage of contaminants.		
The portable toilet should be pumped and serviced regularly by a licensed maintenance business in accordance with local, state, and federal requirements. To prevent spills, portable toilets should be located in an area that is easily accessible by a pump truck under all weather conditions.		
Any sewer lines that are observed to be leaking, cracked, or deteriorated, should be replaced.		
The stormwater pipe should be managed to insure optimal performance. Information on stormwater management can be found on the Minnesota Pollution Control Agency website .		

COMMENTS

For further information, please contact:

Minnesota Department of Health
Drinking Water Protection Section
Source Water Protection Unit
P.O. Box 64975
St. Paul, Minnesota 55164-0975

Section Receptionist: 651-201-4700
Division TDD: 651-201-5797 or MN Relay Service @ 1-800-627-3529 and ask for 651-201-5000

Appendix C

Exhibit C

Minnesota Department of Health Public Water Supply Well Inventory

The Minnesota Department of Health Water Supply Inventory (aka The Old Municipal Well file) exhibit provides information on those public water supply wells the City of Howard Lake 1) currently use for primary and emergency sources in flow, 2) public water supply wells that have been removed from flow and 3) unverified wells that provide information about wells whose existence has not yet been confirmed.

These records indicating current and past wells the City of Howard Lake have owned or used can be useful in locating these unused or abandoned wells and developing a prioritization process to locating and sealing abandoned wells. Only the first three pages of this 106 page report is included in this Appendix. The complete report is on file with the City of Howard Lake Wellhead Protection Manager.

Comments Regarding ‘Unverified’ Wells Listed in the Old Municipal Well File

1. Item A, labeled as Well #1 was constructed in 1946 and assigned a unique number (215450). Records indicate Well #1 was reconstructed in the early 1960s and assigned a new unique number (215853). Item H states 215853 was sealed (H118523) in 1997. MDH should verify if sealing record H118523 applies to both unique numbers assigned to Well #1.
2. Item B - City Well #2 and Item F ‘Test well’ have been sealed (H94333 and H108678 respectively).
3. Item D ‘Test Well’ (440406) was constructed in 1988 and the well record indicates ‘the casing and screen pulled’ in 1988. However, the city has no sealing record for this test well, therefore, the status of this well is currently ‘unknown’. MDH may be able to assist in determining if there is a sealing record.
4. Item G – Well #5 (582481) is currently ‘inactive’. This well was constructed in 1997, has no pump and has a cap welded over the casing.

Minnesota Department of Health

Environmental Health in Minnesota

MDH Public Water Supply Sources Report

PWSID: 1860010
PWS Name: Howard Lake
PWS Type: Community
PWS Status: Active

Public Water Supply Sources: Information from MNDWIS and CWI (sorted by Sample Point ID)

Source Type Codes: GW = Ground water; SW = Surface water; GUI = Ground water under influence

Location Source: MGS = digitized by the MN Geological Survey; * indicates incomplete records

O* = duplicate in Unverified Well Data; R* = duplicate in MNDWIS PWS Sources Removed from Flow; S* = duplicate in MNDWIS PWS Sources in Flow;

MNDWIS PWS SOURCES IN FLOW														
Source Info							MNDWIS Data				CWI Data			
Sample Point ID	Name	Type	Availability	Status	Well No. (link to Well Log(s))	Location Info (link to Map)	Drill Year	Depth (in feet)	Case Depth (in feet)	Case Diam. (in inches)	Drill Date	Depth Completed (in feet)	Case Depth (in feet)	Case Diam. (in inches)
S02	Well #3	GW	Primary	Active	215449 O*	09/30/1999 (R. Hoern)	1970	148	138	12	02-01-1970	148.00	138.00	12.00
S03	Well #4	GW	Primary	Active	440421 O*	09/30/1999 (R. Hoern)	1988	131	93	12	06-09-1988	131.00	93.00	12.00
MNDWIS PWS SOURCES REMOVED FROM FLOW														
Source Info							MNDWIS Data				CWI Data			
Sample Point ID	Name	Type	Availability	Status	Well No. (link to Well Log(s))	Location Info (link to Map)	Drill Year	Depth (in feet)	Case Depth (in feet)	Case Diam. (in inches)	Drill Date	Depth Completed (in feet)	Case Depth (in feet)	Case Diam. (in inches)
S01	Well #2	GW	Sealed	Inactive	215438 O*	04/01/1996 (MGS)	1956	1040	549	0	11-03-1956	1038.00	549.00	20.00

MNDWIS and CWI data value discrepancies in preceding tables are shown in RED (0 or null values excepted).

Unverified Wells

The following tables show information on wells whose existence (or previous existence) has not yet been confirmed.

UNVERIFIED Well Data													
Well Search Reference	Name(s)	Unique Well Number	Drilled Depth (ft.)	Completed Depth (ft.)	Depth Cased (ft.)	Casing Diameter (in.)	Year Constructed	Construction Type	Year Out of Service	Sealing Record?	Year Sealed	Location Info	Comments
A	Well No. 1	215450	923.0	923.0	510.0	6.0	1946	Cable Tool/Bored					Ref: 1947 MDH San. Rpt. Initially 480' of 8" csg. Re-constructed 1962. 1981 Temp. abandoned; cover over csg. Can city confirm this well sealed by H118523, in 1997?

UNVERIFIED Well Data													
Well Search Reference	Name(s)	Unique Well Number	Drilled Depth (ft.)	Completed Depth (ft.)	Depth Cased (ft.)	Casing Diameter (in.)	Year Constructed	Construction Type	Year Out of Service	Sealing Record?	Year Sealed	Location Info	Comments
B	Well No. 2; H94333	215438 R*	1040.0	1040.0	554.0	20.0	1955	Cable Tool/Bored		Y	1988		Ref: 1957 MDH San. Rpt. states: 24" csg. to 399' & 20" csg. to 554'; 20" open hole to 800 & 12" open hole to 1,040". Can city confirm well sealed 1988; Sealing Record H94333?
C	Well No. 3	215449 S*	148.0	148.0	138.0	12.0	1970	Cable Tool/Bored				SW corner of Mill & High St.	Ref: 1970 MDH San. Rpt.
D	Test Well	440406	203.0	116.0	93.0	6.0	1988	Rotary/Drilled				118-27-3 CD.	Ref: CWI & 1988-2002 MDH OMW Inventory (1Suite). Well completed 4/8/1988. Casing pulled 7/8/1988.
E	Well No. 4	440421 S*	131.0	131.0	93.0	12.0	1988	Rotary/Drilled				118-27-3 DBCDDD	Ref: CWI
F	Test Well; H108678	582479	936.0	936.0	238.0	8.0	1996	Rotary/Drilled		Y	1997	118-27-3 DCBADC	Ref: CWI. H108678.
G	Well No. 5	582481	965.0	965.0	494.0	12.0	1997	Rotary/Drilled				118-27-3 DCBADC	Ref: CWI
H	1946 Well; H118523	215853	900.0	512.0	510.0	6.0				Y	1997	118-27-6-3 SW/NE/SW	Ref: CWI. Is this same well as Well No. 1, A, on this list? H118523.
Databases Searched					Remarks								
County Well Index (1-mile radius); MDH DWP Microfiche; MDH 1988-2002 Mini Well Inventory; Lakesnwoods.com; Biennial Report of the MN State Dairy and Food Commissioner-1907; Minnesota Geological Survey City Well File Folders; MDH DWP MNDWIS; Past and Present MN Railroad Stations; MDH WELLS; MN Historical Soc.-1960 Fire Underwriters Insp. Bureau historical map					HOWARD LAKE, a city in sections 3 and 4 of Victor Twp., Wright Co., platted in the spring of 1869, incorporated in 1879. The first settler came in 1855 to section 3 and laid out a townsite that was named Lynden. In 1869, the Great Northern Railway came. The post office began in 1870 as Howard and changing names to Howard Lake in 1892. Three creameries are reported to have operated in the town in 1907: Farmers Co-operative Dairy Assn., Highland Creamery, & Middleville Creamery. MGS City Well files reference an inter-connection between the "Co-op creamery" (Farmers Co-operative Dairy Assn.) and the city water supply. No breweries are reported to have operated in the town. There was no mention of the town's water supply in the 1932 MGS Bulletin 22. The Great Northern Railway station was just north of US-12, on the lake. An earlier station was located west of 11th Avenue. A 1960 Fire Underwriters Inspection Bureau map is available at the Minnesota Historical Society library, but the well history was considered sufficiently understood without reviewing that map. Can city confirm sealing of Well No. 2 (B, on this list), by H118523? A test well (F, on this list) appears to have been properly sealed by the city.								
Unverified Well Data Compiled By: Geoffery Nash Compiled Date: 12/23/2013													

Source: MN Dep't. of Health - 12/26/2013



Appendix D

Supporting Documents

Exhibit A

Excerpts from City of Howard Lake Drinking Water-Related Rules

Exhibit B

City of Howard Lake Water Supply Emergency/Contingency Plan

Appendix D

Exhibit A

Excerpts from City of Howard Lake Drinking Water-Related Rules

PART 6. NUISANCES AND OFFENSES

- Public Nuisances Affecting Health.
- The pollution of any public well or cistern, stream or lake, canal or body of water by sewage, industrial waste, or other substances;
- Public Nuisances Affecting Peace and Safety.
- Any well, hole, or similar excavation that is left uncovered or in such other condition as to constitute a hazard to any child or other person coming on the premises where it is located;
- Any other violation of State Law or the City Code, including but not limited to the Zoning Code, Housing Maintenance Code, and Building Code which the City Council deems likely to cause annoyance, inconvenience, discomfort, hurt or is a threat to the general welfare, health, and safety of the City.

PART 10. SEWER AND WATER

- Regulations for Sewer and Water, Public Utility Volume Usage Fees, and Service Charges

PART 17. BUILDING AND LAND USE REGULATIONS (Building code, Subdivision, Zoning, Shoreland, Floodplain)

- Adoption of Minnesota State Building Code
- Encourage well-planned subdivisions by establishing optimum development standards.
- Secure the rights of the general public with respect to public land and water
- Promoting and protecting the public health, safety and general welfare of the inhabitants of the city.
- Garage Floor Drains - Oil and Flammable Liquids Separator.

The above is only a summary. Contact Howard Lake City Hall to read the entire Code of Ordinances for the City of Howard Lake (<https://www.howard-lake.mn.us/citygovernment>).

Appendix D

Exhibit B

City of Howard Lake

Water Supply Emergency/Contingency Plan

**City of Howard Lake
Water Supply Emergency/Contingency Plan**

2022

Table of Contents

1. Purpose	
1. Public Water Supply Characteristics.....	3
2.1 Water Supply Source(s).....	3
2.2 Treatment.....	3
2.3 Water Storage and Distribution.....	3
2.4 Maps and Plans.....	3
3. Priority Water Users During a Water Supply Emergency.....	4
4. Alternate Water Supply.....	4
4.1 Surface Water Source(s) and Treatment.....	4
4.2 Bottled Water.....	4
4.3 System Interconnection.....	5
4.4 Other Alternative Water Supply Source(s).....	5
4.5 Emergency Backup Well(s).....	5
4.6 Emergency Treatment of Drinking Water.....	5
4.7 Source Management (blending).....	5
4.8 Scheduling Pumping of City Wells to Minimize the Spread of Contamination.....	5
5. Inventory of Emergency Equipment and Materials.....	5
5.0 Table/Available Emergency Response Equipment and Suppliers.....	6
6. Emergency Identification Procedures.....	6
6.0 Table/Duties of the Emergency Response coordinator or the Alternate.....	7
7. Notification Process.....	7
7.1 Responder Contacts.....	7
7.1 Table/Emergency Contact Listing.....	8
7.2 Emergency Oversight Committee.....	8-9
7.3 Public Information.....	9-10
7.4 Media Contacts.....	10
8. Mitigation and Water Conservation Plan.....	10
8.1 Mitigation Efforts.....	10
8.2 Conservation Measures.....	11-12

1. Purpose

The purpose for a contingency plan is to establish, provide, and keep updated emergency response procedures and information that is needed to effectively respond to partial or total loss of public water supply services that are caused by contamination or mechanical failure. In particular, the 1) pumping capacity of each well, 2) the vulnerability of each well due to its construction, and 3) the aquifer vulnerability at the well were considered in determining how to respond to contamination issues.

2. Public Water Supply Characteristics

The water supply distribution system that is operated by City of Howard Lake provides drinking water to 2,200 customers and is summarized in this section.

2.1 Water Supply Source(s) - Information describing the water supply well(s) used by the City of Howard Lake is presented in Table 2.1 that is taken from the discussion of the public water supply system in the WHP plan.

Table 2.1 Water Supply Well Information
(Primary = P, Emergency backup = E, Unused = U)

Well Number	Unique Number	Well Use	Aquifer Type	Well Depth (feet)	Construction Vulnerability	Aquifer Vulnerability
3	215449	Primary	Glacial Deposits	148	Not Vulnerable	Not Vulnerable
4	440421	Primary	Glacial Deposits	131	Not Vulnerable	Not Vulnerable

2.2 Treatment - The City of Howard Lake's existing water treatment facility includes chemical oxidation to remove metals, gravity filtration, fluoridation for dental health, and chlorine disinfection. Removal of arsenic takes priority as it is highly toxic in its inorganic form. The MCL for arsenic is 10 µg/L and the water supply is approximately 20 µg/L arsenic. Chronic exposure to arsenic through drinking water can lead to cancer, diabetes, skin lesions, and negatively impact cognitive development. Manganese should also be prioritized for removal due to MDH 2020 health-based guidance. The guidance sets a secondary maximum concentration level of 0.05 mg/L. This guidance was implemented because of the potential adverse health effects due to chronic exposure of Manganese from drinking water. The raw water from the wells is also high in iron. Iron should be removed to avoid taste or odor issues, which are a common source of complaints.

2.3 Water Storage and Distribution System -The general characteristics of the water supply system are summarized as follows:

The city has two steel elevated storage tanks. Tank No. 1 has a capacity of 75,000 gallons and was constructed in 1947. Tank No. 2 is larger and was constructed in 2000 with capacity of 250,000 gallons. The total available storage volume is 325,000 gallons.

Future maintenance of tank No. 1 is expected to be extensive due to the lead coating on the tower. Due to the lead coating and future water demand, it is recommended to replace the older 75,000 gallon tank with a new tank. As a result, the newer 250,000-gallon storage tank, which is in good condition, will serve as the base storage facility.

The existing watermain system consists of piping ranging between 4" to 12". Pipe materials include PVC, cast iron, and ductile iron. There are approximately 98,000 feet of pipe in the city. The majority of the watermain was installed between 1967 and 2011. The city is addressing watermain replacement in the capital improvement plan. All future constructed mains should be at least 8 inches in diameter to account for fire emergencies.

2.4 Maps/Plans - The maps of the distribution system are stored at the city shop and on the city's computer server. Currently, about 60 percent of the City is mapped indicating location of gate valves and individual curb-stop locations.

3. Priority Water Users during a Water Supply Emergency

The following table identifies the priority that water users will receive in the event of a major system disruption, failure or an emergency. Water conservation procedures will be enacted by the city government and coordinated between the public works director, city administrator, mayor, and city council.

Table 3.0 Water Use Priority Grouping

Water User Priority
1. Residential
2. Institutional
3. Commercial

4. Alternative Water Supply Options

4.1 Surface water sources and treatment needs. The Crow River and Lake Howard flow near the City of Howard Lake and the Minnesota National Guard will provide emergency treatment of it for human consumption. In the event that this action is required, the following procedure will be followed:

- a) The City of Howard Lake will contact the Wright County Sheriff's office/Wright County Emergency Management Director, 763-684-2371 or 911 and request assistance from the Minnesota National Guard;
- b) The sheriff's office will contact the national guard; Division of Emergency Management State Duty officer (800) 422-0798, and the Community Support Group

- at (651) 282-4013 to request assistance for the city;
- c) The Minnesota National Guard will provide a portable reverse osmosis water purification system that is capable of supplying 900 gallons per hour or 15 gallons per minute. The MDH Community Engineer (320-330-9553) will be notified so that monitoring of the temporary source of drinking water can be scheduled to ensure that federal and state drinking water regulations are met.
 - d) Since the surface water source is located outside of town the city will truck the water into town via milk trucks or trucks provided by the National Guard.

4.2 Bottled water or bulk water delivery supplies, delivery and distribution: The City of Howard Lake has identified the following locations where they can obtain bottled water for distribution to their residents;

- Wal-Mart, 1315 Highway 25 N, Buffalo MN, 763-682-2963
- Viking Coca Cola Bottling, 2501 Highway 12, Willmar MN, 320-235-6400

4.3 System interconnection with another water supply: Howard Lake currently does not have an interconnection with another public water supply to rely on as an option for an emergency water supply.

4.4 Capital Improvement Plans: The City of Howard Lake has a 10 year CIP. In 2022, the city authorized a Water Treatment Study. The general timeline calls for various studies and funding submissions to be met by year end with full design work to begin shortly after with an intended construction to start in mid-late 2023.

The preliminary results of the water treatment study identify the need to replace the 1945 elevated tank with a larger storage tank, new well as well as a replacement water treatment plant. However, in the event that a city well goes down permanently, the City of Howard Lake will contact the MDH district engineer (320-330-9553) to initiate procedures for constructing a replacement water supply well under emergency circumstances.

4.5 No Emergency Backup Well(s). City does operate two wells on a regular basis so if one well is not operational they can pump solely out of the remaining well.

4.6 Emergency Treatment of Drinking Water. In the event of the loss of electrical service to its water treatment equipment, the City can provide power using a gas engine and turbine pump. The engine is owned and maintained by the city. In the event of contamination levels or contaminants that the city's treatment capabilities cannot address, treatment options will be discussed with MDH district engineer (320-330-9553).

4.7 Source Management (blending). The City of Howard Lake has the capability to blend water that is pumped from its water supply wells. The MDH district engineer (320-330-9553) will provide recommendations regarding the amount of blending that is required to maintain contaminant levels below federal and state drinking water limits.

4.8 Scheduling Pumping of City Wells to Minimize the Spread of Contamination. The City of Howard Lake will contact the MDH hydrologist (651-201-4681) upon notification that a contaminant level has been exceeded to assess whether pumping of the impacted well(s) should be continued to avoid contamination of other city wells.

5. Inventory of Available Emergency Equipment and Materials

The following table identifies the services, equipment and supplies that are available to the City of Howard Lake for responding to a disruption of its water supply. The items listed should be adequate to respond to the water system emergencies that are most likely to affect the city.

Table 5.0 Available Emergency Response Equipment and Suppliers

Description	Business/Owner	Telephone	Location	Acquisition Time
Well & Pump Repair High Service Pump Repair	Thein Well	800-450-8000	Clara City, MN	2 ½ Hrs.
	Mattson Well	320/543-2441	Howard Lake, MN	>10 minutes
Electrician	Brandel Electric	320/286-6123	Cokato, MN	½ - 1 Hr.
	Nelson Electric Motor Repair	320/543-3280	Howard Lake, MN	½ - 1 Hr
Plumber	A R Eng	320/286-2020	Cokato, MN	1 – 2 Hrs.
Backhoe/ Excavator	Drain Pros	763-333-6515	Howard Lake, MN	½ - 1 hrs
	Henning Contracting	952/353-2119	New Germany, MN	1-2 Hrs.
Chemical Feed	Hawkins	612-331-6910		
Generator	City of Howard Lake			
Valves, Pipe & Fittings	Core & Main	651-463-6090	Farmington	2 Hrs.

6. Emergency Response Procedures

The Emergency Response Coordinator is:

Name: Jared Merges, Public Works Lead
Address: 625 8th Avenue, Howard Lake
Work Phone: 763/245-6078

The Alternate Response Coordinators are:

Name: Meagan Merges, ACA
Address: 625 8th Avenue
Work Phone: 320/543-3670
Alternate contact number: 952/300-1247

Name: Nick Haggenmiller, City Admin
Address: 625 8th Avenue
Work Phone: 320/543-3670
Alternate contact number: 507/382-4848

The duties of the response coordinator or the alternate are listed in the following table.

Table 6.0 Duties of the Emergency Response Coordinator or the Alternate

Incident	Response Procedure & Comments
Identify Disruption (Mechanical Failure or Contamination)	Identifies the nature of the water supply disruption and communicates this information to the city government, the alternate response coordinator, and members of the emergency oversight committee.
Notify Response Personnel	Notifies city staff and others who will be responding to the water supply emergency about the disruption and coordinates their efforts to correct it.
Incident Direction and Control	Identifies the actions that are needed to correct the water supply emergency and directs responders to implement corrective actions.
Internal Communication	Communicates the status of response efforts to the primary spokesperson and the emergency oversight committee as needed to keep these parties informed of progress.
Assess Incident Response on a Continual Basis	Assesses the efforts to correct the water supply disruption on a continual basis so that the emergency oversight committee can take additional corrective actions and the city government and public are updated on issues and progress.
Define the Extent of a Contamination Disruption	Coordinates efforts to define the extent and level of the contamination with local, state, and federal agencies. This may continue after initial corrective actions have been implemented.
Define the Extent of a Mechanical Disruption	Coordinates efforts to define the cause(s) of the mechanical failure and the equipment, data, and expertise that are needed to correct it. Identifies measures for reducing the likelihood that a similar mechanical failure will not occur in the future.
Identify Need for an Alternate Water Supply	Evaluates the need to obtain an alternate water supply, the time period it is needed before the water supply emergency is corrected, and the actions that are needed to achieve it.

7. Notification Procedures

7.1 Responder Contacts -Table 7.1 contains the names and telephone numbers of the local and state agency contacts as well as other individuals, businesses, or members of the public that will be notified depending on the nature of the public water supply emergency. The emergency response coordinator (Jared Merges) will use this list to select the members of an emergency oversight committee Table 7.2. The committee will meet throughout the duration of the emergency to aid in decision-making and to update the city regarding their roles in correcting the problem.

Table 7.1 Emergency Contact Listing

Personnel	Name	Home Telephone	Work Telephone	Response Involvement or Role
Public Works Lead	Jared Merges		763/245-6078	Response Coordinator/Issue Identifier
Assistant City Admin	Meagan Theisen	952/300-1247	320/543-3670	Alternate Response Coordinator
Public Works 2	Clayton Prestidge	763/670-4356		Incident Response Team Member
Public Works 1	Jim Ottenstroerer	763/477-2432		Incident Response Team Member
State Incident Duty Officer			800-422-0798	Assist City As Needed
County Emergency Director	Seth Hansen	911	763/274-8409	Assist City As Needed
Fire Chief	Keith Bobrowske	763/291-6991		Assist City As Needed
Sheriff	Sean Derringer	911	763-682-7619	Assist City As Needed
Ambulance	Jake Drusch	911	320/237-8530	Assist City As Needed
Hospital	Buffalo Hospital	911	763-682-1212	Assist City As Needed
Power Company	Xcel Energy		800-257-4044	Assist City As Needed
Co. Highway Department	Wright County Engineer		763/682-7383	Assist City As Needed
State Highway Department	MN DOT – St. Cloud D3		320/223-6500	Assist City As Needed
Telephone Company	Century Link		612-682-8874	Assist City As Needed
MPCA	Craig Schafer		800-657-3864 507-537-6378	Assist City As Needed
MRWA SWP Tech Assist	Robyn Hoerr	218-821-5028	800-367-6792	Assist City As Needed
MDH District Engineer St. Cloud District Office	Hunter Blommer	320-330-9553	320-223-7339	Incident Response Team Member
MDH Sourcewater Protection Planner	John Freitag		651-201-4669	Assist City As Needed
MRWA Circuit Rider	Curt Haakinsen	320-760-5886	800-367-6792	Incident Response Team Member

7.2 Emergency Oversight Committee was formed to assist and provide technical assistance to the Response Coordinator and the City of Howard Lake to help them determine the appropriate action or response during emergency situations. **(Same contacts as above)**

7.3 Public Information Plan

Primary Spokesperson:

Name: Nick Haggenmiller

Address: 625 8th Avenue

Work Phone: 320/543-3670

Alternate contact number: 507/382-4848

The responsibilities of the primary spokesperson are to: (list responsibilities)

1. Give public statements that have been prepared by the city regarding the water supply emergency;
2. Coordinate and compile information submitted by responders to the water supply emergency;
3. Schedule official meetings between the city and members of the media; and
4. Coordinate efforts to keep the public informed about the water supply emergency.

Public Information Center Location during Emergency:

Howard Lake City Hall, 625 8th Avenue, 320/543-3670

Times Available: City Hall would remain open as needed in the event of an emergency.

Alternate Information Center Location Site: Howard Lake Fire/Ambulance

Information to be conveyed to the public and media:

1. Name of the Water System;
2. Nature of the water supply emergency;
3. Steps being taken to replace the water supply;
4. *If applicable*- Contaminant(s) of concern & date first detected;
5. *If applicable* - Source(s) of contamination;
6. *If applicable* - Public health impacts of the contamination or water supply interruption;
7. Steps the public should be taking;
8. Other responders who are cooperating with the city; and
9. Steps being taken to eliminate the source of contamination mechanical failure.

7.4 Media Contacts:

Table 7.4 Contact Information

Media	Name	Telephone	Address
Newspaper	Herald Journal	320/485-2535	120 6 th Street Winsted MN
City HL Facebook	City's Official Facebook City's Official Website		www.facebook.com/howardlakecity www.howard-lake.mn.us
Radio	KDUZ KRWC	320/201-5929 763/682-3542	20132 Highway 15 North Hutchinson MN Buffalo MN

8. Mitigation and Water Conservation Plan

8.1 Mitigation of a water supply interruption that is related to a mechanical failure involves direct participation by MDH to ensure that all state and federal regulations relating to the design and approval of mitigation efforts are met. Also, possible sources of funding or the continued use of the emergency alternative water supply will be identified with the assistance of the emergency oversight committee.

Mitigation of a water supply interruption that is related to high levels of chemical contamination or pathogen contamination will involve the direct participation of the MDH and likely the Minnesota Pollution Control Agency. Short-term versus long-term mitigation efforts will need to be developed through the emergency oversight committee.

The City of Howard Lake will take the following preventative steps to avoid the interruption of the water supply due to mechanical failure:

1. Infrastructure maintenance/upgrades/maps: The system is considered to be in good shape according to City staff. Maintenance occurs as it is needed and no upgrades or expansions are planned at the current time.
2. Regular inspection of tower, well, pump house: All of these facilities are inspected daily. The well house and chemical rooms have keyed entries and are locked.
3. Emergency training for staff: Staff receive annual training through the Minnesota Rural Water Association.
4. System security analysis: Example – The city has assessed the likelihood that vandalism or terrorism may disrupt its water supply and has determined that much of this can be avoided by locking all facilities and have keyed entries to buildings. Also, the local police department periodic drives by the water supply facilities.
5. Construct an alternative water supply well: The City has a comprehensive CIP to address long term water/infrastructure needs.
6. Divide the water distribution system into separate districts: The distribution system is adequately valved to isolate problems within the distribution system throughout most of the city. In older and/or unmapped portions of the city, the city is planning scaled reconstruction projects.
7. Ensure that proper sanitation procedures are followed during system maintenance: The city has established disinfection protocols identified by the MDH that must be followed after repair or installation work has been performed on water mains. Also, the city has enacted a cross connection control program to help reduce the possibility that contamination may be introduced into its water supply distribution system.

8.2 Conservation Measures - The City of Howard Lake has developed the following measures to conserve water as well as to identify the minimum capacity that it needs to provide for its residents.

1. Evaluating water use:

- a) The City of Howard Lake currently has water meters installed on nearly all of their users and is able to calculating water usage in real time between meter readings on the AMR system, and pumping information at the water treatment plan.
- b) Water usage is reported annually to the Minnesota Department of Natural Resources and is used to identify the minimum daily requirements for residential water use. This information provides the basis for assigning water supply priority that is shown in Table 3.0.

2. Public Education:

The City of Howard Lake annually posts their consumer confidence reports at city hall and notifies the public that it is posted via an ad in the official newspaper. In addition, water usage and conservation educational materials are posted at city hall and Postal Office

3. Rate structure: The City of Howard Lake charges a flat monthly rate for their water and sewer services.

Water Rates	\$4.26/1,000 + \$26.88 base
Sewer Rates	\$8.89/1,000 + \$30.87 base
WWTP	\$7.41/1,000

4. Emergency Response – In the event of a water supply shortage the city will impose the following water use restrictions to reduce demand
- a) No lawn watering will be allowed
 - b) Non-essential municipal uses such as street cleaning and vehicle washing and
 - c) Suspend water sales/usage at SIU's.



HOWARD LAKE CITY COUNCIL MEETING

New Business C

January 17, 2023

AGENDA ITEM: Consider Approval of Contract Modification for Design Services for Library Project.

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: The City Council rejected all bids associated with the library project in late August 2022. Following this action, the project team set to work identifying various cost saving efforts to bring the total project cost to a more desirable amount.

To do so, extensive time NOT accounted for in our initial design contract with BKV & Associates was needed across all disciplines and specialties. Additionally, once these proposed cost savings were identified, quantified, and generally agreed to by the City, there will be additional time and material expenses associated with revising construction and bid documents.

The proposed agreement brought forward by BKV and included for review addresses efforts undertaken over the last several months as well as the revised plans. This agreement specifically addresses work performed between the bid rejection and the anticipated bid release to occur in late January or early February. Once the revised bid package is out for bids, the City's initial contract covers bidding and project administration. As discussed during the workshop on the same topic, in the name of expediting the schedule as much as possible, final plans will NOT be brought back to council for approval and the advertising of bids will be completed once the team is ready to do so.

The next council touch point is anticipated to be March 20, 2022 with the assumption that revised bids will be conducive to project approval.

DECISION MAKING METRICS:

FINANCIAL: The proposed engagement comes with a cost of \$40,750. This is an added cost from the original project budget. However, the added cost comes with an estimated project savings of nearly \$500,000 overall.

LEGAL: Contract modifications as well as purchases of this size require council approval.

COUNCIL ACTION REQUESTED: Approve the Contract Modification as presented by BKV.

ATTACHMENTS:

1. BKV Proposal

PROJECT: Howard Lake Library
Corner of 8th Avenue & 9th Street
Howard Lake, MN 55349

ADDITIONAL SERVICE NO.: 1
DATE OF ISSUANCE: December 21, 2022

OWNER: City of Howard Lake
625 8th Avenue
Howard Lake, MN 55349

CONTRACT FOR: Design Services
CONTRACT DATED: 2/24/2021

ARCHITECT: Boarman Kroos Vogel Group
222 N. 2nd Street
Minneapolis, MN 55401

BKV PROJECT #: 2193.03

REQUESTED BY: ☒ Owner ☐ Architect ☐ Engineer ☐ Code ☐ Consultant ☐ Field Condition ☐ Other _____

The following work represents design, and administrative work required to incorporate these items into the Contract Documents for Construction. This work is beyond the scope of Basic Services and is an Amendment to the Contract Agreement between Owner and Architect.

DESCRIPTION:

1. Per attached Exhibit A, dated December 21, 2022

REASON:

1. Alteration of project scope to better align with project budget

FEES:

Value Management Sub-Total	\$15,000
<u>Revised Construction Documents</u>	<u>\$25,750</u>
Lump Sum Total for Additional Service 1 \$40,750	

ANTICIPATED SCHEDULE*:

Phase	Start Date	Completion Date
Value Management	August 15, 2022	December 23, 2022
Revised Construction Documents	January 3, 2023	January 31, 2023
Bidding and Council Approval	February 1, 2023	March 20, 2023
Construction Administration	April 6, 2023	January 2, 2024

*Based on attached Exhibit B-Preliminary Schedule from Contegrity Group dated December 9, 2023

ISSUED BY: Susan T. Morgan

Boarman Kroos Vogel Group

Date

ACCEPTED BY:

City of Howard Lake

Date

Exhibit A

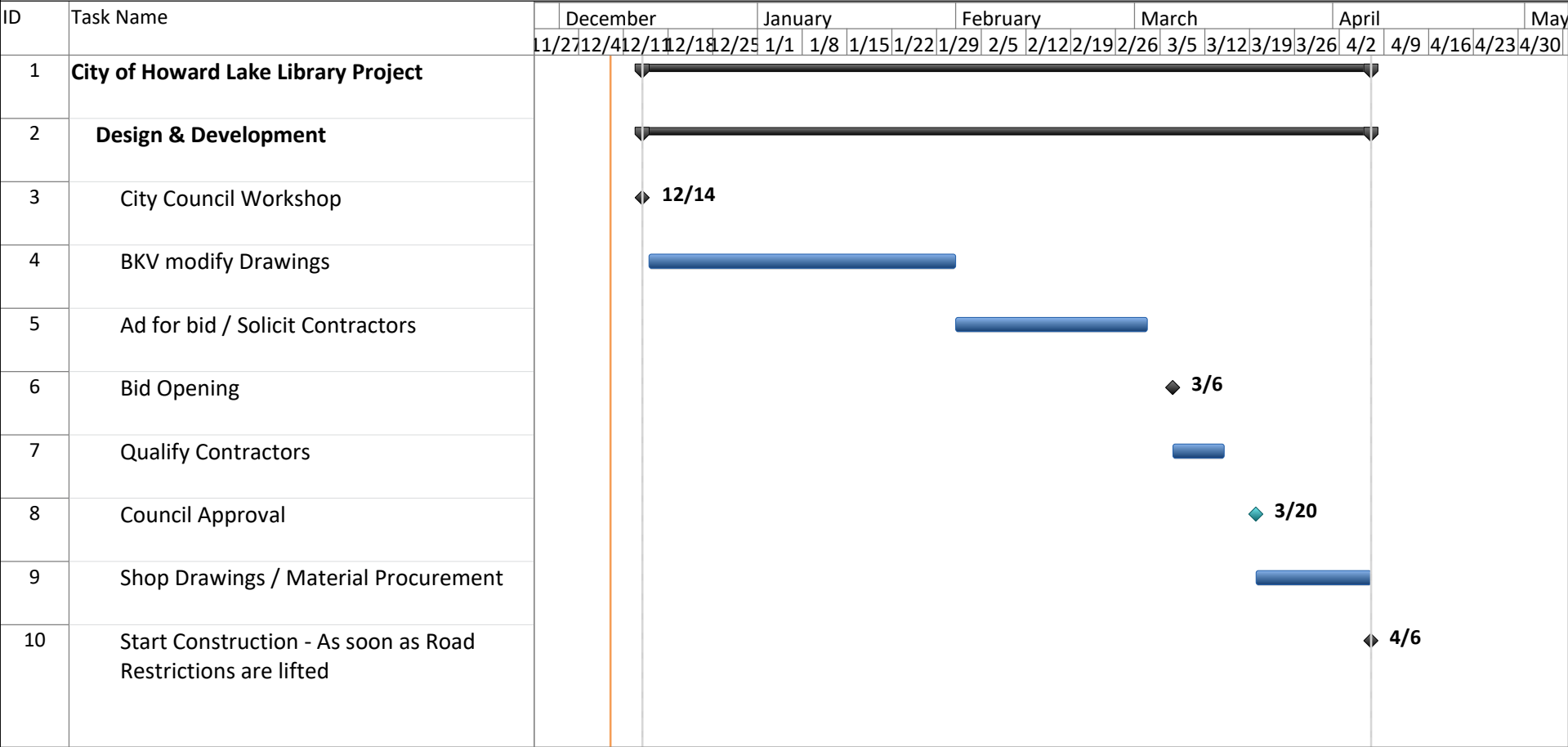
Howard Lake Library-Additional Service Scope

Project number: 2193-02

12/21/2022

#	Value Management Item
1	Revise garden patio fencing to a more economical fence type
2	Remove garden patio synthetic turf, replace with colored concrete
3	Adjust specification of front benches and trash cans to Upbeat Furnishings
4	Veneer stone in lieu of solid (use STN-2 in lieu of STN-1)
5	Firestone UC500 panels in lieu of Firestone Delta CFP-12
6	Remove Exterior Chimney
7	Remove hanging book art from Lobby/Entry
8	Remove sink and base in Storytime
9	Tile all internal restroom walls at 4' wainscot
10	Simplify lobby display system return to Unistrut system
11	Remove borrowed lights in Storytime
12	Replace Storytime ceiling with 2 x 2 ACT with recessed downlights
13	Remove wood casement head and jambs at all windows except C7 and C8 (replace with taped/painted gypsum board)
14	Vinyl base in lieu of wood in community room
15	Replace Teens ceiling with 2 x 2 ACT, bulkhead and recessed downlights
16	Remove Books by the foot, simplify casework at teen specialty bookcase
17	Remove Books by the foot, simplify casework at circulation Desk
18	Provide rough in for future sink in Storytime
19	Change to basic sinks in public restrooms from trough sink to Standard, Bradley or equivalent
20	Remove re-circ hot water system
21	Change to manual flush valves in lieu of automatic
22	Replace AHU system with Furnaces (Scope includes adding 5 4-ton HE 95% efficient furnace pkgs., remove 11 VAV's, remove air handler, add ductwork, remove air separator, remove boilers, remove expansion tanks, remove hydronic pumps, add zone setup for one furnace, eliminate controls, add energy recovery, no VVT system)

City of Howard Lake Library Project
Milestone Schedule - Modify Original Design





HOWARD LAKE CITY COUNCIL MEETING

January 17, 2023

AGENDA ITEM: Consider Approval of Fee and Scope of Services for Parking Lot Reconstruction Project.

SECTION: New Business

FROM: Nick Haggemiller, City Administrator
Josh Halvorson, City Engineer

BACKGROUND: The Historic City Hall building is served by shared public parking lots to the west of the building and south of US12. The building has a dedicated parking lot that accommodates about 11 vehicles. The general condition of the parking lot is poor. The pavement is failing entirely with significant portions that require annual patching due to material repeatedly washing away.

During the 2019-2020 renovation project, there was brief consideration given to reconstructing the parking lot. At that time, the council opted against doing so to prioritize available funding to the building itself. Additionally, it was generally agreed that when US12 was resurfaced, the City would coordinate efforts to reduce disruptions to the liquor store and event center. However, over the last several years, the anticipated US12 project has been delayed several times, and now has an anticipated bid let date of August 2025. The design and engineering for the highway project has begun which requires the City to have our plans intentions understood to be worked into the MNDOT project.

For these reasons, the city council is asked to commence our own concept development in order to determine the following:

Scope

The proposed scope of the project could vary dramatically based on input provided by council, site characteristics and cost. For example, the most modest scope would be to reconstruct the pavement only and stay within the existing footprint. Doing so, does not address the number of parking stalls, entrance/egress challenges, previous community and stakeholder input or downtown design guidelines.

Current construction/labor climate driving costs higher than previous years, site characteristics such as steeply sloping hillsides, tight right-of-way, possible oversight or interaction with State Historical Preservation Office (SHPO) and the BNSF Railroad are all variables that may drive project scope, design and overall cost.

With that in mind, staff is proposing engaging the city engineer on a concept design development process that focuses on two tracks simultaneously:

“Limited”

A smaller project in recognition of project challenges that still improves access & function, increases parking stall count, and includes static signage for the South Shore Event Center.

“Enhanced”

The city council has attempted to prioritize overall downtown revitalization over the last several years. Design engagement efforts date back to 2011 when the Minnesota Design Team completed a full planning charrette inclusive of broad community input. Additionally, a broader project scope accounts for the current uses of the building that has more and more distinct users than it has over the last decades. The proposed enhanced scope would attempt to incorporate previous planning efforts and create more of a “campus” for the facility and downtown overall. An LED community sign would be considered as well within this scope.

Based on discussion and direction provided by council, a working group consisting of city staff, adjacent business owners and council could be considered. If any councilor has interest in participating, they are encouraged to volunteer.

LIONS PARK

Following the installation of the CSAH 7 Trail as well as unrelated damage to existing landscaping alongside CSAH 7 has prompted discussions on addressing this site as well. Taking advantage of economies of scale, it would make sense to coordinate efforts with this area at the same time as the Historic City Hall site. The proposal additionally allocates design time to help consider options and amenities for this area. The project scope here is much smaller and will likely focus on replacement plantings, channelizers to increase separation between drive and walk areas of CSAH 7, and furnishing like benches, garbage and dog waste receptacles.

Based on discussion and direction provided by council, a working group consisting of city staff and Parks and Planning Commission members (or full board approval) could be considered.

Bolton and Menk Proposal

Bolton and Menk have drafted a proposal for services that seeks to establish concept plans based on the information listed above. The proposal allocates an estimated 77 hours of professional services to create schematic designs and cost estimates for the historic city hall parking lot and an additional 23 hours for Lions Park. The anticipated timeline for commencing activities is late January with an anticipated recommendation to be brought forward as early as April.

The proposal does NOT cover surveying or geotechnical testing. Depending on the final scope and preferences of council, these items will be needed to create construction and bid level documents, if the council opts to move forward.

DECISION MAKING METRICS:

FINANCIAL: The proposal includes a not-to-exceed amount of \$13,600 to be paid out of professional services.

LEGAL: The city is not required to seek multiple proposals using the professional services exemption as well as noting the proposal is from the assigned engineering firm.

COUNCIL ACTION REQUESTED: Approve BMI proposal, direct staff to execute agreement.

ATTACHMENTS:

1. Site Conditions Aerials
2. BMI Proposal



January 12, 2023

Nick Haggenmiller, City Administrator
City of Howard Lake
625 8th Ave
PO Box 736
Howard Lake, MN 55349

RE: Proposal for Schematic Project Design Assistance
Historic City Hall, Lion's Park, & CSAH 7 Path

Dear Mr. Haggenmiller:

Bolton & Menk, Inc. is pleased to submit this proposal to assist the City of Howard Lake with development of a schematic design recommendation for the Historic City Hall site along Trunk Highway 12; including a parking lot east of the facility, a monument sign and potential scenic overlook. Additionally, this scope of services will include schematic design assistance at the Lion's Park trailhead to develop enhancement plans for trees and landscaping between the parking lot and adjacent Country State Aid Highway 7 corridor. This letter outlines our understanding of the project, proposed scope of services, anticipated project timing, and proposed fees for completing the Schematic Project Design Assistance.

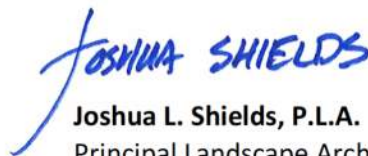
If the proposal and the attached Terms of Proposal are acceptable, please return one signed copy to verify your acceptance. When signed, this proposal and the attached terms shall constitute the agreement between the City of Howard Lake and Bolton & Menk, Inc.

Thank you for considering and working with Bolton & Menk, Inc., for your engineering needs! Please review the attached documents and contact me at 320-905-3520 or email me at joshua.halvorson@bolton-menk.com if you have questions or concerns.

Sincerely,
Bolton & Menk, Inc



Joshua J. Halvorson, P.E.
City Engineer



Joshua L. Shields, P.L.A.
Principal Landscape Architect

Attachments (3):

Scope of Services
Terms of Proposal
Site Locations Map

PROJECT UNDERSTANDING

The City of Howard Lake seeks assistance in developing a plan outlining ongoing site improvements for the campus containing the Historic City Hall/Wine & Spirits along TH 12. This work is being considered in advance of the MNDOT TH 12 reconstruction project in 2025. Specifically, the city would like to reconstruct and expand parking along TH12 east of the building to expand use of the facility for public gatherings. With these improvements, the City would like to consider a monument sign for the property, an overlook to capitalize on views of the lake, an outdoor plaza to further augment use of the site with the Conference Center, and to develop the conceptual synergy with the existing park and ride area.

While engaged in this schematic design effort, the city would also like to develop a strategy to enhance the landscaping at Lion's Park, specifically between parking and CSAH 7, including the split rail fence along the railroad, an area of lakeshore between the boat ramp and dock, and amenities along the trail. These improvements will consider maintenance needs, snow drifting, and winter winds while retaining lake views.

SCOPE OF SERVICES

The scope of work included in this proposal will encompass the use of LiDAR and aerial photography to develop a schematic plan for improvements to both the Historic City Hall/Wine & Spirits property as well as Lion's Park trailhead, as indicated above. This effort will include development of planning-level estimates for recommended schematic design improvements, a phasing plan for future improvements, and identification of potential funding sources that could assist with further development of recommended elements.

Task 1 – Historic City Hall Campus Schematic Design

Bolton & Menk, Inc. will work with City staff and project stakeholders to develop up to three (3) site improvement concepts integrating the desired elements discussed at previous meetings and created through stakeholder review. Along with concept development we will review opportunities to consolidate entry drives for the reconstructed east parking lot, identify a location for a monument sign (along with preliminary sketches envisioning this sign), and will review options for a scenic overlook and flexible use plaza.

By incorporating feedback from initial concepts, along with review of previously prepared plans, Bolton & Menk will prepare a single schematic layout for review and eventual refinement into a final recommendation. This final recommendation will consist of scaled conceptual layouts with critical dimensions and will stress retention of 2020 landscape improvement materials to the extent possible. We will also develop a bird's-eye perspective or three-dimensional rendering to showcase elements of the recommended layout to depict full build-out of improvements on the site. Schematic design materials will identify potential phasing improvements and a planning-level opinion of probable costs aligning with phasing. An executive summary will be provided to identify possible funding sources the city could leverage for ongoing project development.

Task 3 – Lion's Park Schematic Design Enhancements

Similarly, Bolton & Menk will collaborate with the city and stakeholders to develop up to two (2) concepts addressing landscaping enhancements at the trailhead in Lion's Park. These concepts will consider improvements to address existing seasonal maintenance issues: condition of turf grasses in spring and during late summer as well as winter winds and drifting snow across CSAH 7. Potential improvements to the existing southern fence line and teen hangout area near the boat launch will also be considered as part of this task.

The design team will develop a recommended strategy based on feedback on each of the concepts. Along with this recommendation, Bolton & Menk will develop planning-level estimates of probable costs, outline potential phasing opportunities and will list any potential funding sources the city may want to consider to help realize improvements. Like Task 1, an executive summary will be prepared to capture design discussions.

Exclusions/Future Services

Consulting services performed other than those authorized under Tasks 1 and 2 shall not be considered part of the Basic Services and may be authorized by Howard Lake as Additional Future Services. Future Services consist of those efforts that are included as part of this scope's Basic Services; or exceed the requirements of the Basic Services; or are not definable prior to commencement of the project.

Future services:

- + Grant application assistance
- + Site survey & Geotechnical (*Not anticipated to be critical for schematic design*)
- + Boundary Survey (*Not anticipated to be critical for schematic design*)
- + Development of construction documents

SCHEDULE

The scope of services within this proposal will take between three (3) and four (4) months to complete, upon execution by the City. Bolton & Menk, Inc. proposes the following schedule to develop materials included in the scope and provide the City with time to seek external funding and develop construction plans for any of the recommended elements they desire to further develop.

This schedule will be adjusted based on progression on task deliverables or decisions by the Owner that may refine anticipated project development.

Project Schedule - 2023	
Task	Finish
Scope of Services Approval	Mid-January
Project Kick-off Discussion	Late January
Review Previous Plans	Early February
Concept Development (Historic City Hall/Lion's Park)	Early February
Concept Review Meeting	Late February
Recommended Layout (Historic City Hall/Lion's Park)	Mid-March
Review Recommended Layout(s)	Late March
Finalize Recommendation Packet(s)	Mid-April

FEES

Bolton & Menk, Inc. understands the importance of delivering project tasks on time and within budget. We closely monitor our time, budget, and efficiency of our staff to provide value and savings to our clients. We propose to provide the described work on an HOURLY NOT TO EXCEED contract up to a total fee of **\$13,600**. Hours will be billed monthly only for work completed on the project. If the project takes less time, the City will be billed only for hours worked, unless given approval to proceed with additional work outside our scope of services. Each task is broken down by anticipated hours and associated fee:

Name: Historic City Hall, Lion's Park, CSAH 7 Trail

Date: January 12, 2023

Page: 4

Scope of Services		
Task	Hours	Estimated Fees
Task 1: Historic City Hall Campus Schematic Design	77	\$10,500
Task 2: Lion's Park Schematic Design Enhancements	23	\$3,200
Total	100	\$13,600

Bolton & Menk, Inc. understand the proposed scope of work is dynamic and subject to modification, our scope of services and estimated fee is open to further negotiation. Fees that are normal and customary expenses associated with operating a professional business will not be charged separately. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, and routine expendable supplies; and no separate charges will be made for these activities and materials.

ACCEPTANCE

The undersigned represents that it is the City of Howard Lake or has been authorized to accept this Proposal on behalf of the City of Howard Lake. The City of Howard Lake agrees to the Terms and Conditions as stated above and as attached to this Proposal. Unless otherwise replaced or modified by a separately executed, written Agreement, this Proposal shall constitute the full and complete agreement between the City of Howard Lake and Bolton & Menk, Inc.

Accepted by:

Print Name/Title

Signature and Date

**Terms of Proposal
Bolton & Menk, Inc.**

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule, or scope of Proposal.

A. Services: BMI proposes to perform the services ("Services") outlined in the Proposal for the stated fee arrangement. Changes required by the CLIENT or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: The CLIENT shall place any and all previously acquired information in its custody at the disposal of BMI for its use. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of CLIENT provided information. CLIENT shall promptly inform BMI of any alleged defects in the Services.

C. Access to Site: The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties as needed for the performance of Services

D. Client Provided Services. BMI's Services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or municipal advisor services and the CLIENT shall provide such services as may be required for completion of the project. The CLIENT may hire, at its discretion, when requested by BMI, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for proper completion of BMI's Services. If CLIENT elects not to hire an independent test company, CLIENT shall provide BMI with guidance and direction on completing those aspects of BMI's Services that require additional testing data.

E. Permits. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. BMI will assist CLIENT with permit preparation and documentation to the extent described in the attached Proposal. BMI makes no representations as to acceptability or approvability of the project or permit applications. CLIENT's obligation for payment of fees owed BMI is not contingent upon project approval

F. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

G. Utilities: Except as otherwise explicitly stated in the proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and CLIENT assumes responsibility for cost of exploratory excavations and other work to assure utility locations.

H. Opinions or Estimates of Project Costs: Where provided by the BMI as part of the Services or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates.

I. Construction Phase Services: It is agreed that BMI and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall BMI have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. BMI shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that the on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

J. Ownership of Documents: Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by BMI are instruments of service in respect to the Project and BMI shall retain an

ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT.

K. Reuse of Documents: CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by BMI for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to BMI and CLIENT shall indemnify and hold harmless BMI from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

L. Billings and Payments: Payment to BMI will be made by the CLIENT upon billing at intervals not more often than monthly. If CLIENT fails to make any payment for undisputed services and expenses within 45 days after date of the invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance. In addition, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, BMI may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due until BMI has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT

M. Certificates of Insurance: BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

N. INDEMNIFICATION OF CLIENT: BMI shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the proposed services, provided that any such claim, action, loss, damages, or judgment is attributable

to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts and omissions of BMI or its employees, agents, or subconsultants.

O. INDEMNIFICATION OF BMI: CLIENT shall indemnify and hold harmless BMI from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the proposed services, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts and omissions of the CLIENT or its employees, agents, or other consultants

P. Waiver of Claims: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers, and subcontractors, claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or any way related to this Proposal and the Services, from any cause or causes. CLIENT waives claims against BMI individual employees and agrees any claim, demand or suit shall be asserted only against the BMI corporate entity.

Q. Jurisdiction and Dispute Resolution: All agreements executed for performance of the Services are to be governed by the law of the State of Minnesota. Any claims or disputes made during or after the performance of services between BMI and the CLIENT shall first be submitted to mediation for resolution prior to bringing an action in a court of competent jurisdiction.

R. Agreement: If the Proposal is accepted, the CLIENT and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and CLIENT. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the CLIENT.

S. Termination of Services: Any agreement created as provided herein may be terminated by the CLIENT or BMI should the other fail to perform its obligations hereunder; or, by BMI if the presence of an unknown or undisclosed federally, state or locally regulated hazardous material is encountered. In the event of termination, the CLIENT shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

T. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this proposal, without liability to the CLIENT, at any time prior to execution of a signed agreement.

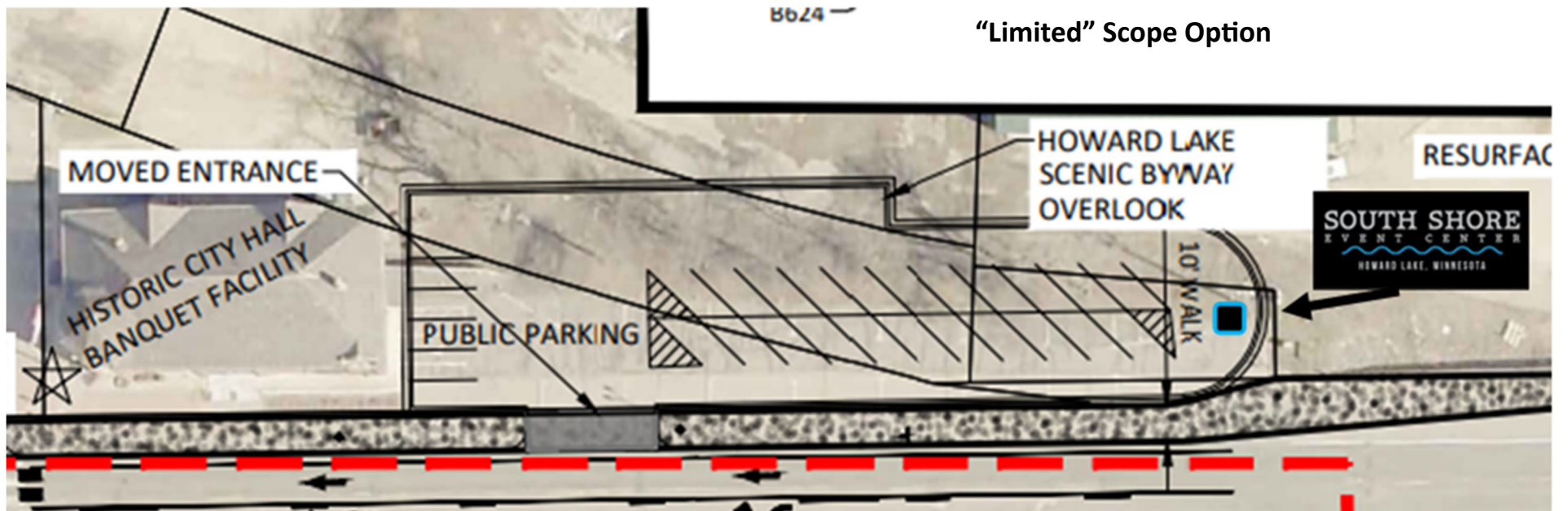
JANUARY 2023

SITE LOCATIONS

CITY OF HOWARD LAKE, MN

SCHEMATIC DESIGN ASSISTANCE PROPOSAL











HOWARD LAKE CITY COUNCIL MEETING

January 17, 2023

AGENDA ITEM: Consider Repair or Replacement of Public Works Payloader

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: The City owns and operates one payloader, a 1999 IT28G with 6,400 hours. This piece of equipment is undoubtedly the single most used, most versatile piece of heavy equipment the City owns. While clearing snow from the blizzard before Christmas, the machine's coupler snapped and has put the equipment out of service.

Insurance Investigation

Staff has worked with the City's insurance provider and determined coverage is not available as the breakdown is a result of general wear and tear rather than accident or incident based. The city additionally opts out of Optional Equipment Breakdown Coverage which is inconsequential as it would not have provided coverage for this purpose, either. The lack of insurance coverage is additionally significant as the City would be responsible for the full cost of repair as well as incurred expenses associated with renting a temporary unit.

Repair

Caterpillar completed a full assessment of the equipment (inspection report attached) and identified an estimated **\$25,000** worth of repairs needed to be completed to put the machine back into service. Caterpillar was NOT able to give indications to likely FUTURE maintenance needs on the equipment but noted machines over 20 years of age will be subject to any number of maintenance and mechanical needs ranging from cosmetic/paint failures to low level hydraulic repairs to transmission and engine replacement.

Rental Equipment

Ziegler Caterpillar of Minneapolis is the City's dealer and servicer. Quick acting public works staff and very accommodating sales & service technicians from Ziegler have ensured we are able to remain functional with a temporary rental payloader. The rental comes with general terms including a monthly rental fee of about \$14,000 for the machine and related attachments.

Replacement

The City has sought quotes for replacement of the payloader including two proposed options including purchasing the machine currently in service as a rental or the purchase of a factory-built unit.

926 MHL

- Similar to existing payloader.
- Includes high lift not on current loader.
- Anticipated delivery of July 2023
- \$317,402
- ADD \$78,000 for 7 months rental fees
- **TOTAL \$395,402**
 - o **\$360,402 after trade-in**
 - o **\$305,902 deduct snowblower attachment**

930M

- Slightly larger, more horsepower
- Does NOT have high lift option
- Currently in City's possession
- 280 hours on equipment when delivered
- \$327,452
- Incurred rental fee of \$14,000 waived if purchased
- **TOTAL \$327,402**
 - o **\$292,402 after trade-in**
 - o **\$237,902 deduct snowblower attachment**

Additional Considerations

Trade-In Equipment

Caterpillar has provided a trade-in value for our existing payloader (as-is) for \$35,000. If all existing accessories are traded in as well, this is increased to \$42,000. Staff indicates the ability to maintain use of existing accessories in part or in full.

Accessories

Whether we buy the in-house rental or order a factory built, the accessories we presently have could be used on the machine. However, the snowblower, despite low hours and presently in good condition is 35 years old and is oversized for the existing nor replacement loader. Present staff was unaware of this until the recent equipment assessment. This may have contributed to additional wear and tear on the current equipment.

DECISION MAKING METRICS:

FINANCIAL: Ranging from \$25,000 for repair up to \$360,402 for replacement.

The City's adopted CIP called out replacement of the wheel loader several years ago. When given the opportunity, the public works staff at the time rejected the to-be-replacement based on perceived condition of the unit. The City subsequently encumbered the funds for a new plow truck that has been approved for purchase by the city council and set for delivery in spring 2023.

Financing

Due to the fact that this is no longer in the adopted CIP, and when it was listed it was assumed that the City would pay using cash, if the council wishes to pursue the purchase of a new payloader, staff strongly recommends financing the purchase to maintain liquidity.

Caterpillar

- \$300,000 financed
- 5 year term
- 7% interest
- \$85,000 annual payments

Equipment Certificate**

- \$340,000 financed
- 10 year term
- 3,75% interest
- \$48,000 annual payments

The City's CIP additionally calls out the purchase of a squad car in 2023. Equipment certificates are financing mechanisms that allow municipalities to buy multiple pieces of equipment under one note. If council pursues purchase of new equipment, it would be additionally advised to finance the squad purchase at the same time. If not, annual payments would be reduced by about \$8,000 to finance the payloader alone.

LEGAL: The quotes provided use either the State of Minnesota Purchasing Contract or Sourcewell JPA. Therefore, the city is not required to seek sealed bids or quotes, despite the dollar amounts presented.

COUNCIL ACTION REQUESTED: Discuss and provide direction per repair or replace.

ATTACHMENTS:

1. LMCIT Coverage Rejection
2. Equipment Inspection Report
3. 930M Quote
4. 926 MHL Quote



January 9, 2023

Nick Haggenmiller
City of Howard Lake
625 8th Ave
Howard Lake, MN 55349-5137

Re:	Claim Number:	CP 257536
	Policy Number:	1000511
	Trust Member:	City of Howard Lake
	Date of Loss:	12/20/2022
	Type of Loss:	Quick Tach Plate Damage

Dear Mr. Haggenmiller,

This correspondence follows the receipt of your claim for a damaged quick tach plate on your payloader. We have reviewed the coverage for the City of Howard Lake, and there is no coverage for the damage related to this loss as per our conversation on January 9, 2023.

This loss was reported to us on December 30, 2022. My investigation of the loss shows the quick tach plate to have considerable rust, corrosion, wear and tear on it. The damage was claimed to have been caused by one impact with an unlevel concrete surface. There are 5 different areas of cracking on the quick tach plate and many of these areas have missing paint and heavy cracking that has been worsening with continued use and no maintenance on it. The quick tach plate is on a Caterpillar Payloader that is about 20 years old and is original to the machine.

On behalf of the LMCIT, we are hereby writing to provide to you a disclaimer of coverage, and to advise you the LMCIT will not indemnify you for the cost to repair the damaged quick tach plate. This Disclaimer is being written pursuant to Covenant Number 1000511, effective 02/01/2022 through 02/01/2023.

The **MUNICIPAL PROPERTY COVERAGE, PART THREE** reads as follows:

SECTION I - PROPERTY COVERAGE

1. COVERAGE AGREEMENT

We will pay for direct physical loss of or damage to *your* covered property unless the cause of loss or damage is not covered, as described under SECTION III - CAUSES OF LOSS AND DAMAGES NOT COVERED. . . .

I also draw your attention to The **MUNICIPAL PROPERTY COVERAGE, PART THREE** which reads as follows:

SECTION III - CAUSES OF LOSS AND DAMAGES NOT COVERED

2. DAMAGES NOT COVERED

We will not pay for the following damages:

g. Damages caused by:

- (1) Rust, corrosion, decay, deterioration, disease, or organic pathogen, hidden or latent defect, or any quality in property that causes it to damage or destroy itself; . . .**
- (4) Wear and tear.**

There is no coverage for the cost to repair the damaged quick tach plate as the loss or damage was the not caused by a covered cause of loss. We are treating the condition of the property as a result of a maintenance issue.

In addition to the above-mentioned coverage issues which I have cited, there may be further coverage defenses or exclusions which apply as further investigation into this matter may develop. Accordingly, I hereby reserve the rights of the LMCIT to raise these further coverage defenses or exclusions as may be applicable.

If you have any questions regarding this matter, please feel free to contact me at 612-280-1271.

Sincerely,

Chris Otto

Chris Otto
League of Minnesota Cities
Claims Adjuster

2000 CATERPILLAR IT28G WHEEL LOADER

INSPECTION DETAILS

Inspection Type	Trade
Inspection #	10015592
Inspection Status	Inspected
Created	01/11/23 10:08:13
Updated	01/11/23 11:27:38
Created By	Oelfke, Keith A.
Inspector	Oelfke, Keith A.
Reviewers	Oelfke, Keith A.
Salesperson	Carothers, Dave C.
Transmission Serial #	2XY07148
Engine Serial #	4TF61043
Serial #	8CR02503
SMU / Hours	6,330
Location	HOWARD LAKE, MN, United States



CLIENT DETAILS

Name	
Company	CITY OF HOWARD LAKE
Address	625 8TH AVE
City	HOWARD LAKE
State	Minnesota
Country	United States
Postal Code	55349-0736
Email	
Phone	3205432318

FEATURES

- 3RD VALVE
- AIR CONDITIONER
- AM FM RADIO
- AUTO SHIFT
- AUXILIARY HYDRAULICS
- BEACON
- BUCKET
- COUNTERWEIGHT
- COUPLER, HYDRAULIC
- DIFFERENTIAL, LIMITED SLIP
- ENGINE ENCLOSURES
- EROPS
- LIGHTING
- RIDE CONTROL
- STANDARD LIFT

NOTES

CAB ROPS, HEATER, A/C, LIGHTS, STROBE, STANDARD RADIO, REAR WINDOW DEFROST, EITHER AID, ENGINE COOLANT HEATER, COUNTERWEIGHT, AUTO RIDE CONTROL, AUTO SHIFT, LIMITED SLIP DIFFERENTIALS FRONT & REAR, 3 VALVE HYDRAULICS WITH 3 LEVER CONTROL, IT COUPLER, CAT 2.25YD GP BUCKET. NOTE: THIS IS THE SECOND INSPECTION OF THIS MACHINE, THE FIRST WAS DONE 10-18 1,546 HRS AGO. NOTE: THE CUSTOMER WANTS A SEPARATE VALUE FOR A RPM TECH LM-217 SN# L2YBO-786J HRS ARE UNKNOWN. 2 STAGE 4' 6" HIGH AND 8' 6" WIDE WITH HYDRAULIC SHOOT, CUMMINGS 6CYLINDER ENGINE. NOTE: THE CUSTOMER WANTS A SEPARATE VALUE FOR THE DIRT WORKS SNOW PUSHER 12' WIDE SN# 02539. NOTE: THE CUSTOMER WANTS A SEPARATE VALUE FOR THE CAT 60" TIEN & 60" CARRIAGE FORKS.

CONDITION

●●● Good

●● Fair

● Poor

Approved Repair

GENERAL CONDITION

●●● Body

●●● Frame

●●● General

YES ET Download Available

YES Machine Starts and is Operable

NO S.O.S. (All Compartments)

YES Tires are Aired Up and Drivable

GENERAL APPEARANCE

PARTS & LABOR TOTAL: 2750.00

●●● Cab or Canopy

●●● Counterweight

● Crankcase Guard / Battery Box
THE TOOL BOX COVER IS GONE.
Labor: 650.00

●● Decals

●●● Eng. Enclose Hood / Stack
THERE IS ONE CRACK ON TOP
BY THE RADIATOR ACCESS
COVER BUT VERY SELLABLE.

●● Fenders
THE R.H. FRONT FENDER HAS A
HOLE IN IT SO REPLACE THE
FENDER.
Labor: 500.00

●●● Front Frame

●●● Fuel Tank

●●● Grab Irons

●● Paint
LOOKS GOOD FOR ITS AGE.
THERE IS SOME MODERATE
SURFACE RUSTING ON THE R.H.
REAR FENDER & UNDER THE
L.H. REAR FENDER.

●●● Pre-Cleaner Bowl

●●● Radiator Grill & Shroud

●●● Rear Frame

●●● Sheet Metal

●● Steps / Ladder
THE R.H. PLATFORM LADDER IS
MISSING. ADD \$1,000 IF ONE IS
INSTALLED.

YES Cleaning Required
GENERAL CLEANING IS
NEEDED.
Labor: 1600.00

NO S.O.S. Taken

Notes - GENERAL APPEARANCE
THE MACHINE HAS A FEW SURFACE
RUSTED AREAS MAINLY ON THE R.H.
REAR FENDER.

SAFETY ITEMS**PARTS & LABOR TOTAL: 450.00**

●●● Brake Hold	●● Horn WORKS BUT HORN BUTTON IS DISLODGED.	●●● Parking Brake - SAFETY ITEMS
●● ROPS THERE ARE THREE 1/4 INCH DRILL HOLES IN THE R.H. FORWARD ROPS POLE AS SEEN IN PICTURES. CAT SAID THE HOLES CAN BE REPAIRED AND THE ROPS ARE STILL CERTIFIED. SEE ATTACHED DSN. Labor: 450.00	●● Seat Belt - SAFETY ITEMS FUNCTIONAL BUT OUT OF DATE.	
YES Back Up Alarm Functioning	YES Brakes Functioning	YES Safety Decals In Place
YES Safety Decals Legible		

GAUGES, OPERATOR STATION, CONSOLE**PARTS & LABOR TOTAL: 900.00**

●●● Air Conditioner COOLING	●●● Dash Console	●●● Door Latches
●●● Door Latches & Hinges	●●● Doors	●●● EMS Panel / Warnings
●●● Floor Boards	●● Floor Mats	●●● Gauges
●●● Glass/Mirrors NO EXTERNAL MIRRORS.	● HEADLINER THE HEADLINER IS FALLING DOWN AND SOME INSULATION IS TORN SO INSTALL A NEW HEADLINER & SECURE THE LOOSE INSULATION. Labor: 900.00	●●● Heater
●●● Interior Lights	●●● Meter ACURATE & FUNCTIONAL.	●●● Seat Cushion / Arm Rest

●●● Switches

●● Windshield Wipers

YES Back Up Alarm

YES Current O&MM

YES ROPS Certification Plate
CERTIFICATION IS IN PLACE.

YES Sound Proofing

ENGINE

●● Air Cleaners

●● Belts / Pulleys - ENGINE

●●● Engine Supports

●●● Exhaust / Muffler

●●● Fuel System

●●● Governor

●●● Operating Condition - ENGINE

●●● Turbocharger

YES Blow By
MINOR TO MODERATE.
COMMON WITH THIS ENGINE.

NO Compression in Radiator

YES Engine Oil Level Full

YES EPA Decal

YES Fluid Levels OK?

NO Fuel Leaks

NO Knocking

NO Oil filter Cut and Inspected

YES Oil Leaks
THE L.H. FRONT ENGINE COVER
IS LEAKING TO LEVEL 1. NO
PUDDLES ON THE GROUND SO
OPTIONAL TO REPAIR. ADD
\$5,500 IF DONE.

NO Water in Oil

Anti-Freeze Color
NORMAL COLOR & LEVEL.

Notes - ENGINE
THE ENGINE IS RUNNING SMOOTH
WITH GOOD OVERALL POWER.

Oil Pressure (H/L/N)
NORMAL

Smoke (B/D/L/W)
NORMAL

COOLING SYSTEM

●●● Belts / Pulleys - COOLING
SYSTEM

●●● Coolers

●●● Fan

●●● Fan Drive

●●● Hoses

●●● Hoses & Tubes - COOLING
SYSTEM

●● Radiator
NEEDS EXTERNAL CLEANING.

●●● Water Pump

NO Leaks - COOLING SYSTEM

NO Leaks - COOLING SYSTEM 1

NO Oil in Anti-Freeze

Notes - COOLING SYSTEM
THE COOLING SYSTEM IS
FUNCTIONING NORMAL IN 28
DEGREE WEATHER.

ELECTRICAL, STARTING AND CHARGING SYSTEM

PARTS & LABOR TOTAL: 150.00

●●● Alternator

●●● Batteries / Cables

●●● Beacon

●● Lighting
ONE REAR SIGNAL IS NOT
WORKING.
Labor: 150.00

●●● Starter

●●● Starter Electric

●● Wiring

YES Block Heater

YES Ether Aid

TRANSMISSION

●●● Case
THE R.H. TRANSMISSION
MOUNT IS DAMAGED.
OPTIONAL FOR REPLACEMENT.

●●● Controls - TRANSMISSION

●●● Cooler

●●● Drive Shaft

●●● Lines / Fittings - TRANSMISSION

●●● Operating Condition -
TRANSMISSION

●●● Pump - TRANSMISSION

●●● Seals

●●● Temp / Pressure Gauges

●●● Torque Converter -
TRANSMISSION
STALLING NORMAL OVERALL.

●●● Transmission - Forward Shifts

●●● Transmission - Reverse Shifts

●● Universal Joints -
TRANSMISSION

NO Leaks - TRANSMISSION

NO Mag Screens Checked

NO Transmission - Noisy

Notes - TRANSMISSION
THE TRANSMISSION IS SHIFTING
NORMAL TO ALL GEARS.

STEERING

PARTS & LABOR TOTAL: 600.00

●● Articulate P & B
MINIMAL PLAY IN THE
ARTICULATION JOINTS.

●●● Hand Metering Unit

●●● Lines / Fittings - STEERING

●●● Pumps

●●● Steering Cylinder

●● Steering Linkage
1/16 INCH PLAY SO STILL
FUNCTIONAL BUT MOVING
CLOSER TO REPAIR.

●●● Steering Valves / Pumps

● Steering Wheel Tilt / Extend
STEERING COLUM NOT
LATCHING SO REPAIR.
Labor: 600.00

●●● Valves

Notes - STEERING
THE MACHINE IS STEERING NORMAL
WITH THE START OF SOME PLAY IN
THE ARTICULATION JOINTS.
ANOTHER 2,000 HRS FOR SURE.

BRAKE

PARTS & LABOR TOTAL: 850.00

●●● Control Valve

● Lines / Tubes
BRAKE LINES OFF THE BRAKE
VALVE UNDER CAB FLOOR
PLATE ARE LEAKING TO LEVEL 3
SO WILL NEED REPLACEMENT.
Labor: 850.00

●●● Parking Brake - BRAKE

●●● Pedal

●●● Pump - BRAKE

●●● Type (Wet, Dry)
WET INTERNAL.

YES Holds In Park

NO Leaks - BRAKE

Holding What Gear?
HOLDS IN SECOND GEAR STALL.

Notes - BRAKE
ALL BRAKES ARE FUNCTIONING
NORMAL. THE STEERING STOPS ARE
WORN.

HYDRAULICS

PARTS & LABOR TOTAL: 4700.00

●●● Accumulator Charge - Ride
Control
RIDE CONTROL ACCUMULATOR
WAS REPLACED 4-15 2,168 HRS
AGO. FUNCTIONAL.

●●● Bucket & Hoist Kickout

●●● Control Linkage

● Hose Lines
LINES LEAKING TO LEVEL 3 OFF
THE BRAKE & FAN PUMP ON
THE R.H. SIDE OF ENGINE
NEEDING REPLACEMENT.
Labor: 1000.00

● Hoses & Tubes - HYDRAULICS
COUPLE LINES ON THE R.H.
SIDE OF THE TRANSMISSION
ARE LEAKING TO LEVEL 3 SO
WILL NEED REPLACEMENT.
Labor: 1000.00

● Lift Cylinders
BOTH LIFT CYLINDERS ARE
LEAKING TO LEVEL 2 AND WILL
ONLY GET WORSE SO
RECOMMEND RESEAL.
Labor: 2700.00

●●● Overall Operating Condition

●●● Pumps & Valves

●●● Tank

●●● Tilt Cylinder

YES Leaks - HYDRAULICS
THE HYD PUMP IS DAMP SO
WASH IT OFF TO SELL SINCE
IT'S ONLY A LEVEL 1 LEAK.

Notes - HYDRAULICS
THE HYDRAULICS ARE PERFORMING
NORMAL.

ATTACHMENTS / WORK TOOLS

YES Blade
THE CUSTOMER WANTS A
SEPARATE VALUE FOR THE DIRT
WORKS 12 FOOT SNOW
PUSHER IN GOOD
FUNCTIONAL CONDITION.

YES Forks
THE CUSTOMER WANTS A
SEPERATE VALUE FOR THE CAT
60 INCH CARRIAGE WITH 60
INCH TINE FORKS THAT ARE IN
GOOD CONDITION.

Other
THE CUSTOMER WANTS A SEPARATE
VALUE FOR THE RPM TECH LM-217
SN# L2YBO-786J HRS ARE UNKNOWN.
2 STAGE 4' 6" HIGH AND 8' 6" WIDE
WITH HYDRAULIC SHOOT,
CUMMINGS 6CYLINDER ENGINE.
BEING USED REGULARLY.

BUCKET		PARTS & LABOR TOTAL: 13150.00
●● Bucket Bottom	●● Bucket Floor SOME DENTING BUT SELLABLE. THE TOP OF THE BUCKET HAS WRINKLING. ADD \$1,000 IF ALL IS STRAIGHTENED.	● Bucket Linkage - BUCKET 1 HARD TO DETERMINE WITH THE BROKEN COUPLER. WILL NEED BUSHINGS IN ALL COUPLER CONNECTIONS AND THROUGH FORWARD TILT LINKAGE. Labor: 4800.00
●●● Bucket Sides	●●● Cutting Edges MINOR SELLABLE WEAR TO THE BASE EDGE.	●●● Loader Frame NO CRACKS.
●●● Loader Pins & Bushings MINOR SELLABLE PLAY IN A COUPLE OF JOINTS.	● Quick Coupler THE COUPLER IS BROKEN BEYOND REPLAIR & WILL NEED REPLACEMENT. Parts: 6500.00 Labor: 1850.00	●●● Segments CAN BE TURNED.
NO High Lift	YES Standard Lift	
Bucket Capacity 2.5 YDS	Bucket S/N - BUCKET 1 CAN'T READ THE TAG	Bucket Size 2.25 YDS
Notes - BUCKET THE BUCKET IS FUNCTIONAL. THE COUPLER WILL NEED REPLACEMENT WITH A USED ONE OR NEW ONE ALONG WITH THE BUSHINGS REPLACED IN ALL COUPLER CONNECTIONS THROUGH THE FIRST LAYER OF THE TILT LINKAGE.		

FINAL DRIVES

●●● Differentials

●●● Front Axle

●● FRONT INPUT SEAL
THE FRONT DIFFERENTIAL
INPUT SEAL IS WEEPING TO
LEVEL 1 SO WASH.

●●● Oscillation

●●● Rear Axle

●● REAR INPUT SEAL
THE REAR DIFFERENTIAL INPUT
SEAL IS WEEPING TO LEVEL 1
SO WASH.

●●● Trunion

●●● Wheel Lugs & Rims - FINAL
DRIVES

Notes - FINAL DRIVES
BOTH AXLE OILS ARE LEVEL WITH THE
FRONT HAVING A NORMAL COLOR
BUT THE REAR NEEDING THE OIL
CHANGED. A NORMAL COLOR.

TIRES

	Make / Serial#	Tread Depth in 1/32"	% Life Remaining	Recapped	Tread Cuts/Chunks	Side Cuts Section
Left Front	MICHELIN X SNOW PLUS		90	NO	NO	NO
Left Rear	MICHELIN X SNOW PLUS		90	NO	NO	NO
Right Front	MICHELIN X SNOW PLUS		90	NO	NO	NO
Right Rear	MICHELIN X SNOW PLUS		90	NO	NO	NO

NO Spare

Notes - TIRES
ALL TIRES ARE IN GOOD FUNCTIONAL
AND SELLABLE CONDITION.

Tire Size - TIRES
20.5R25

COMMENTS, MISC. REPAIRS, GENERAL REMARKS

PARTS & LABOR TOTAL: 2788.00

comment 1
THE MACHINE IS KEPT IN A HEATED BUILDING AND HAS NORMAL OVERALL PERFORMANCE. THE ENGINE IS RUNNING SMOOTH WITH A DEVELOPING LEAK ON THE R.H. FRONT COVER THAT WILL NEED ATTENTION WITHIN THE NEXT 2,000 HRS BUT FOR NOW IS AN OPTIONAL REPAIR. THE TRANS

comment 2
IS SHIFTING NORMAL TO ALL GEARS AND THE HYDRAULICS ARE PERFORMING NORMAL. THE COUPLER WILL NEED REPLACEMENT SINCE IT'S DESTROYED ALONG WITH REPLACEMENT OF THE BUSHINGS IN THE COUPLER CONNECTIONS THROUGH THE FORWARD TILT JOINTS. THERE ARE SOME LEAKS

comment 3
THAT WILL NEED REPAIR AS DESCRIBED ALONG WITH SOME COSMETIC FEATURES IN THE CAB THAT SHOULD SEE REPAIR.

comment 4
LEVEL 4PM.
Labor: 2788.00

MARKETING PHOTOS (8)





CONDITION PHOTOS (63)

- Crankcase Guard / Battery Box
THE TOOL BOX COVER IS GONE.
Labor: 650.00



- Fenders
THE R.H. FRONT FENDER HAS A
HOLE IN IT SO REPLACE THE
FENDER.
Labor: 500.00



- Paint
LOOKS GOOD FOR ITS AGE.
THERE IS SOME MODERATE
SURFACE RUSTING ON THE R.H.
REAR FENDER & UNDER THE
L.H. REAR FENDER.



- Horn
WORKS BUT HORN BUTTON IS
DISLODGED.

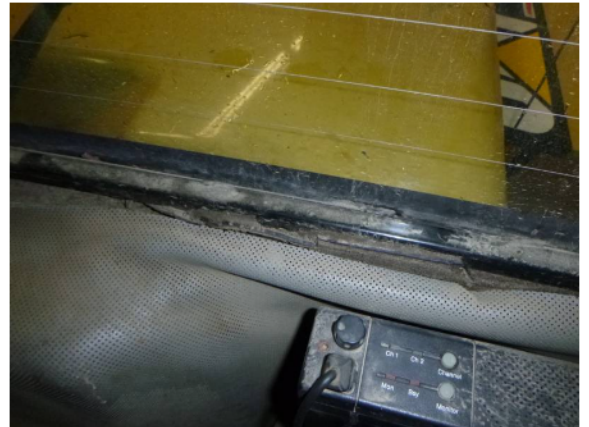


- ROPS
THERE ARE THREE 1/4 INCH
DRILL HOLES IN THE R.H.
FORWARD ROPS POLE AS SEEN
IN PICTURES. CAT SAID THE
HOLES CAN BE REPAIRED AND
THE ROPS ARE STILL CERTIFIED.
SEE ATTACHED DSN.
Labor: 450.00





- HEADLINER
THE HEADLINER IS FALLING
DOWN AND SOME INSULATION
IS TORN SO INSTALL A NEW
HEADLINER & SECURE THE
LOOSE INSULATION.
Labor: 900.00





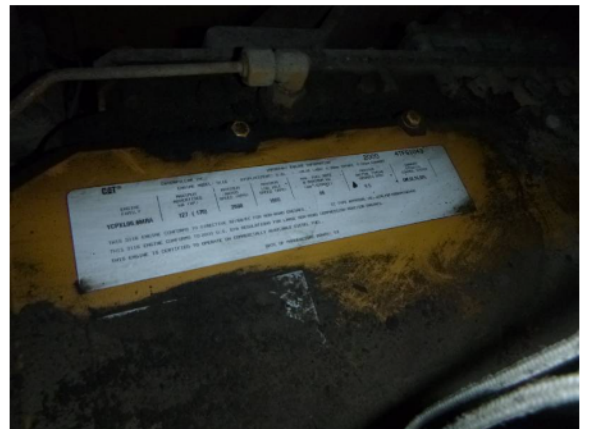
●●● Meter
ACURATE & FUNCTIONAL.

●●● Seat Cushion / Arm Rest



YES ROPS Certification Plate
CERTIFICATION IS IN PLACE.

YES EPA Decal



- Radiator
NEEDS EXTERNAL CLEANING.



- Case
THE R.H. TRANSMISSION
MOUNT IS DAMAGED.
OPTIONAL FOR REPLACEMENT.



- Lines / Tubes
BRAKE LINES OFF THE BRAKE
VALVE UNDER CAB FLOOR
PLATE ARE LEAKING TO LEVEL 3
SO WILL NEED REPLACEMENT.
Labor: 850.00



- Hose Lines
LINES LEAKING TO LEVEL 3 OFF
THE BRAKE & FAN PUMP ON
THE R.H. SIDE OF ENGINE
NEEDING REPLACEMENT.
Labor: 1000.00



- Hoses & Tubes - HYDRAULICS
COUPLE LINES ON THE R.H.
SIDE OF THE TRANSMISSION
ARE LEAKING TO LEVEL 3 SO
WILL NEED REPLACEMENT.
Labor: 1000.00



- Lift Cylinders
BOTH LIFT CYLINDERS ARE
LEAKING TO LEVEL 2 AND WILL
ONLY GET WORSE SO
RECOMMEND RESEAL.
Labor: 2700.00



Notes - BRAKE

ALL BRAKES ARE FUNCTIONING
NORMAL. THE STEERING STOPS ARE
WORN.



YES Blade

THE CUSTOMER WANTS A
SEPARATE VALUE FOR THE DIRT
WORKS 12 FOOT SNOW
PUSHER IN GOOD
FUNCTIONAL CONDITION.





YES Forks
THE CUSTOMER WANTS A
SEPERATE VALUE FOR THE CAT
60 INCH CARRIAGE WITH 60
INCH TINE FORKS THAT ARE IN
GOOD CONDITION.



●● Bucket Bottom



- Cutting Edges
MINOR SELLABLE WEAR TO THE
BASE EDGE.



- Quick Coupler
THE COUPLER IS BROKEN
BEYOND REPAIR & WILL NEED
REPLACEMENT.
Parts: 6500.00
Labor: 1850.00





●●● Trunion

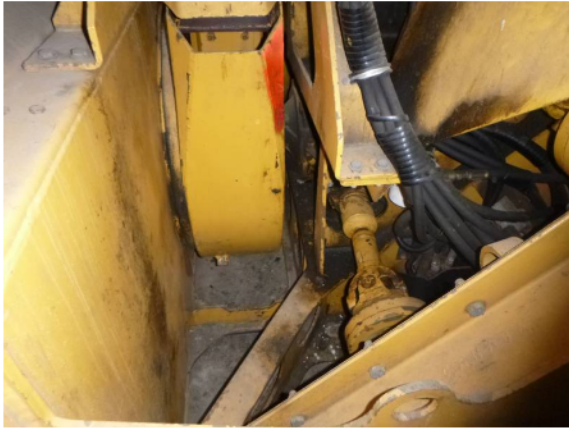


Other

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VALUE FOR THE RPM TECH LM-217
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WITH HYDRAULIC SHOOT,
CUMMINGS 6CYLINDER ENGINE.
BEING USED REGULARLY.











199098-01

Jan 12, 2023

CITY OF HOWARD LAKE
PO BOX 736
HOWARD LAKE, MN 55349-0736

Dear Nick,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 930M Wheel Loaders ID # L8802 with 228 hours upon delivery

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Dave Carothers
Territory Manager

Caterpillar Model: 930M Wheel Loaders

Standard Equipment

POWERTRAIN

Axle seal guards
Auto Idle shut down feature
Cat C7.1ACERT engine
-Power Modes (Standard and Performance)
-Power by Range (High Power in Range 4)
-Tier 4 Final/Stage IV compliant
-Turbocharged and aftercooled
-Filtered crankcase breather
-Diesel particulate filter
-Selective Catalyst Reduction
Coolant protection to -34C (-29F)
Differential lock in front axle
Dry type air cleaner
Enclosed wet disc full hydraulic brakes
Fuel priming pump, automatic
Fuel water separator

HYDRAULICS

Automatic lift and bucket kickouts,
adjustable in-cab
Bucket and Fork Modes, adjustable in-cab
Cylinder damping at kickout and
mechanical end stops
Fine Mode control (Fast, Medium, Slow)
in Fork Mode

ELECTRICAL

Hydraulically driven demand cooling fan
Hydrostatic transmission with electronic
control
-Operator Modes (Default, TC, Hystat and
Ice)
-Directional Shift Aggressiveness (Fast,
Medium, Slow)
-Rimpull control, adjust wheel torque
-Creeper control, adjust ground speed
Lubed for life driveshafts
Parking brake, electric
Single plane cooling package wide 6 fins
per inch density
S-O-S port,engine,coolant,transmission
oil

Hydraulic Response setting (Fast,
Medium, Slow)
Hydraulic diagnostic connectors and
S-O-S ports
Hydraulic sight gauge, visible
Load sensing hydraulics and steering
Seat mounted hydraulic joystick controls

Alternator, 115-amp, heavy duty
 12V power supply in cab (2)
 Batteries, 1,000 CCA (2) 24 volt system,
 disconnect switch
 Back up alarm
 Emergency shutdown switch
 Halogen work lights front and rear, LED

OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt
 Automatic temperature control
 Cab, enclosed ROPS/FOPS pressurized
 and sound suppressed
 Cup holders
 External heated mirrors with lower
 parabolic
 Ground level cab door release
 Gauges
 -Digital hour meter, odometer and
 tachometer
 -Digital ground speedometer and
 direction indicator
 -Engine coolant temperature gauge
 -Fuel and Diesel Exhaust Fluid level
 indicator
 -Hydraulic oil temperature gauge
 Hydraulic control lockout

OTHER STANDARD EQUIPMENT

Large-access enclosure doors with
 adjustable close/open force
 Parallel lift loader linkage
 Recovery hitch with pin

rear stop and turn lights
 Heavy duty gear reduction starter
 Product Link PRO w/3 year subscription
 Remote jump start post
 Resettable main and critical function
 breakers
 Roading lights front and rear

Interior cab lighting, door and dome
 Interior rearview mirrors (2)
 Lunch box storage
 Operator warning system indicators
 Radio ready speakers
 Rear window defrost, electric
 Seat mounted electronic implement
 controls, adjustable
 Sliding glass on the side windows
 Column mounted multi function control
 -lights, wipers, turn signal
 Suspension seat, fabric
 Tilt and telescope steering wheel
 Tinted front glass
 Wet arm wiper/washer, 2-speed and
 intermittent, front
 Wet arm wiper washer, rear

Remote mounted lubrication points
 Vandalism protection-
 lockable compartments

MACHINE SPECIFICATIONS

REF #	DESCRIPTION	LIST PRICE
541-2671	930M WHEEL LOADER	\$251,105.57
	Serial Number Prefix F5K	
	Serial Number Prefix F5K.	
	LANE 3 - AVAILABLE FROM CLAYTON FACTORY	
	LANE 3 - AVAILABLE FROM CLAYTON FACTORY.	
	LANE 2 - AVAILABLE FROM CLAYTON FACTORY	
	LANE 2 - AVAILABLE FROM CLAYTON FACTORY.	
430-2943	PREP PACK, UNITED STATES	\$0.00
333-6850	STEERING, STANDARD	\$0.00
333-6527	DIFFERENTIAL,LIMITED SLIP REAR	\$3,771.44
366-8148	FENDERS, STANDARD	\$0.00
430-2860	RIDE CONTROL	\$4,990.49
333-1425	WARNING, BEACON, LED STROBE	\$328.57
519-8081	TOOLBOX AUX, NONE	\$0.00
445-4725	JUMPER LINES, AUX 3RD, FUSION	\$714.29
536-5320	ENVIRONMENT, STANDARD	\$0.00

REF #	DESCRIPTION	LIST PRICE
525-5964	WEATHER, COLD START 120V	\$2,609.53
565-0933	HYDRAULICS, 3V, CPLR READY, SL	\$2,923.82
536-5309	CAB, DELUXE	\$3,728.58
563-5967	SEAT, DELUXE	\$1,314.29
565-0909	PRODUCT LINK, CELLULAR PLE641	\$449.53
536-5313	QUICK COUPLER, FUSION	\$5,180.97
552-4465	CTWT, HEAVY, 2668LBS, 5PCS	\$3,304.77
559-0844	LIGHTS, AUX, LED, PREMIUM	\$1,261.91
527-0422	ENGINE	\$0.00
417-4355	BUCKET-GP, 3.2 YD3, FUS, BOCE	\$10,873.37
536-5283	HYDRAULICS, STANDARD	\$0.00
530-1623	LINES, AUX 3RD, STD LIFT	\$376.19
541-3066	LIGHTS, ROADING, HALOGEN, RH	\$0.00
333-1369	STANDARD RADIO (12V), DUAL USB	\$1,000.00
366-6896	TIRES, 20.5R25 MX XTLA * L2	\$18,657.20
	TOTAL LIST PRICE	\$312,590.52
	TOTAL CORPORATE DISCOUNT (27.6% OF LIST)	(\$86,274.98)
	TOTAL CONFIGURED PRICE	\$226,315.54
	Deduct cost per state contract per rental return Hour, (\$25.00 for 228 hours)	(\$5,700.00)
	TOTAL CONFIGURED PRICE	\$220,615.51
0P-9002	LANE 2 ORDER	\$0.00
0P-2407	ANTIFREEZE, -50C (-58F)	\$337.14
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0.00
	TOTAL NET ITEMS	\$337.14
	1 YEAR FULL WARRANTY	\$0.00
	3 YEAR / 3,000 HOUR POWERTRAIN WARRANTY	\$0.00
	72 MO/3500 HR POWERTRAIN + HYDRAULICS (TIER 4)	\$2,970.00
	Lincoln QuickLub Datalogger 8L Autolube System	\$11,660.00
374-5844	KIT, GUARD, POWERTRAIN, LOWER	\$2,250.00
452-0857	KIT, GUARD, POWERTRAIN, SIDE	\$950.00
	96 CARRIAGE WITH 60" CONSTRUCTION FORKS	\$10,332.00
	Freight to Customer	\$300.00
	Set of 2, Fusion Blank Hooks	\$3,678.00
	Snow Wolf Snow Blower	\$54,500.00
374-5857	Kit, Fenders, Extended Cover + Full Cover, Mud Flaps	\$4,390.00
	Swap for Mich XSNO+ tires	\$13,345.00
	Snow Wolf Telescoping Shoot	\$2,125.00
	TOTAL POST FACTORY ITEMS	\$106,500.00
	TOTAL MACHINE SELL PRICE	\$327,452.65

SELL PRICE	\$327,452.65
EXT WARRANTY	Included
NET BALANCE DUE	\$327,452.65
BALANCE	\$327,452.65

WARRANTY

Standard Warranty:	Standard manufacturer's warranty
Extended Warranty:	1 YEAR FULL WARRANTY3 YEAR / 3,000 HOUR POWERTRAIN WARRANTY72 MO/3500 HR POWERTRAIN + HYDRAULICS (TIER 4)

F.O.B/TERMS: Howard Lake

Trade in:

One used 2000 Cat IT28G Wheel Loader
S/N 8CR02503, Approx hours 6,330, Needs IT Coupler Trade value as is \$ 35,000

Optional attachment trade in values:

One used 1987 RPM Tech LM-217 snow blower S/N L2YBO-786J Trade value \$ 5,500
One used set of 60" IT forks with 60" carriage Trade value \$ 1,500

Total trade value with optional attachments \$ 42,000

Finance options:

Cat financial 60 months @ 6.99%

OPTIONS:

Components	Ref No.	Qty	Sell
Other Components			
CVA - Parts Kit Only - 1000 hour / 500 hour intervals		1	\$570.00
CVA - Parts Kit Only - 1000 hour / 250 hour intervals		1	\$684.00
CVA - Parts and Labor - 1000 hour / 500 hour intervals		1	\$2,755.00
CVA - Parts Kit Only - 1000 hour / 250 hour intervals		1	\$4,183.00



197217-01

Jan 12, 2022

CITY OF HOWARD LAKE
PO BOX 736
HOWARD LAKE, MN 55349-0736

Dear Nick ,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 926MHL Wheel Loaders

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Dave Carothers
Territory Manager

Caterpillar Model: 926MHL Wheel Loaders

Standard Equipment

OTHER STANDARD EQUIPMENT

lockable compartments

POWERTRAIN

Axle seal guards

Auto Idle shut down feature

Cat C7.1ACERT engine

-Power Modes (Standard and Performance)

-Power by Range (High Power in Range 4)

-Tier 4 Final/Stage IV compliant

-Turbocharged and aftercooled

-Filtered crankcase breather

-Diesel particulate filter

-Selective Catalyst Reduction

Coolant protection to -34C (-29F)

Differential lock in front axle

Dry type air cleaner

Enclosed wet disc full hydraulic brakes

Fuel priming pump, automatic

Fuel water separator

HYDRAULICS

Automatic lift and bucket kickouts,
adjustable in-cab

Bucket and Fork Modes, adjustable in-cab

Cylinder damping at kickout and
mechanical end stops

Fine Mode control (Fast, Medium, Slow)
in Fork Mode

Hydraulically driven demand cooling fan

Hydrostatic transmission with electronic
control

-Operator Modes (Default, TC, Hystat and
Ice)

-Directional Shift Aggressiveness (Fast,
Medium, Slow)

-Rimpull control, adjust wheel torque

-Creeper control, adjust ground speed

Lubed for life driveshafts

Parking brake, electric

Single plane cooling package wide 6 fins
per inch density

S-O-S port,engine,coolant,transmission
oil

Hydraulic Response setting (Fast,
Medium, Slow)

Hydraulic diagnostic connectors and
S-O-S ports

Hydraulic sight gauge, visible

Load sensing hydraulics and steering

Seat mounted hydraulic joystick controls

ELECTRICAL

Alternator, 115-amp, heavy duty
 12V power supply in cab (2)
 Batteries, 1,000 CCA (2) 24 volt system,
 disconnect switch
 Back up alarm
 Emergency shutdown switch
 Halogen work lights front and rear, LED

OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt
 Automatic temperature control
 Cab, enclosed ROPS/FOPS pressurized
 and sound suppressed
 Cup holders
 External heated mirrors with lower
 parabolic
 Ground level cab door release
 Gauges
 -Digital hour meter, odometer and
 tachometer
 -Digital ground speedometer and
 direction indicator
 -Engine coolant temperature gauge
 -Fuel and Diesel Exhaust Fluid level
 indicator
 -Hydraulic oil temperature gauge
 Hydraulic control lockout

OTHER STANDARD EQUIPMENT

Large-access enclosure doors with
 adjustable close/open force
 Parallel lift loader linkage

rear stop and turn lights
 Heavy duty gear reduction starter
 Product Link PRO w/3 year subscription
 Remote jump start post
 Resettable main and critical function
 breakers
 Rooding lights front and rear

Interior cab lighting, door and dome
 Interior rearview mirrors (2)
 Lunch box storage
 Operator warning system indicators
 Radio ready speakers
 Rear window defrost, electric
 Seat mounted electronic implement
 controls, adjustable
 Sliding glass on the side windows
 Column mounted multi function control
 -lights, wipers, turn signal
 Suspension seat, fabric
 Tilt and telescope steering wheel
 Tinted front glass
 Wet arm wiper/washer, 2-speed and
 intermittent, front
 Wet arm wiper washer, rear

Recovery hitch with pin
 Remote mounted lubrication points
 Vandalism protection-

MACHINE SPECIFICATIONS

REF #	DESCRIPTION	LIST PRICE
541-2670	926M WHEEL LOADER LANE 2 - AVAILABLE FROM CLAYTON FACTORY LANE 2 - AVAILABLE FROM CLAYTON FACTORY. LANE 3 - AVAILABLE FROM CLAYTON FACTORY LANE 3 - AVAILABLE FROM CLAYTON FACTORY. Serial Number Prefix W5L Serial Number Prefix W5L.	\$223,280.00
333-1425	WARNING, BEACON, LED STROBE	\$329.00
333-6526	DIFFERENTIAL,LIMITED SLIP REAR	\$3,770.00
372-1868	STANDARD RADIO (12V)	\$910.00
377-5635	CAMERA, REAR VIEW	\$1,315.00
430-2859	RIDE CONTROL	\$4,995.00
430-2943	PREP PACK, UNITED STATES	\$0.00
430-2996	STEERING, STANDARD	\$0.00
519-8081	TOOLBOX AUX, NONE	\$0.00
445-4725	JUMPER LINES, AUX 3RD, FUSION	\$715.00

REF #	DESCRIPTION	LIST PRICE
565-0909	PRODUCT LINK, CELLULAR PLE641	\$450.00
536-5313	QUICK COUPLER, FUSION	\$5,180.00
536-5309	CAB, DELUXE	\$3,730.00
559-0844	LIGHTS, AUX, LED, PREMIUM	\$1,260.00
525-5964	WEATHER, COLD START 120V	\$2,610.00
527-0422	ENGINE	\$0.00
541-3083	HYDRAULICS, 3V, CPLR READY, HL	\$11,260.00
536-5282	HYDRAULICS, STANDARD, HL	\$0.00
536-5320	ENVIRONMENT, STANDARD	\$0.00
563-5968	SEAT, PREMIUM	\$2,975.00
360-3323	BUCKET-GP, 3.0 YD3, FUS, BOCE	\$10,097.00
467-7988	CTWT, AGGREGATE, 1420LBS, 3PCS	\$4,345.00
349-8165	GUARD, POWERTRAIN, LOWER	\$1,730.00
425-1425	GUARD, POWERTRAIN, SIDE	\$675.00
430-2849	FENDERS, FULL COVER	\$3,305.00
366-6892	TIRES,20.5R25 MX XSNOPPLUS * L2	\$20,850.00
536-5349	AUTOLUBE	\$8,140.00
	TOTAL LIST PRICE	\$311,921.00
	TOTAL CORPORATE DISCOUNT (27.6% OF LIST)	(\$86,090.20)
	TOTAL CONFIGURED PRICE	\$225,830.80
0P-2407	ANTIFREEZE, -50C (-58F)	\$337.00
0P-9002	LANE 2 ORDER	\$0.00
0P-0210	PACK, DOMESTIC TRUCK	\$0.00
	TOTAL NET ITEMS	\$337.00
	1 YEAR FULL WARRANTY	\$0.00
	3 YEAR / 3,000 HOUR POWERTRAIN WARRANTY	\$0.00
	926-72 MO/3500 HR POWERTRAIN + HYDRAULICS (TIER 4)	\$2,500.00
FK930F-US60	96 CARRIAGE WITH 60" CONSTRUCTION FORKS	\$10,332.00
	Freight to Customer	\$300.00
317-5562	Set of 2, Fusion Blank Hooks	\$3,678.00
	12' Arctic HD Snow Pusher	\$17,800.00
	Snow Wolf Snow Blower	\$54,500.00
	Snow Wolf Telescoping Shoot	\$2,125.00
	TOTAL POST FACTORY ITEMS	\$91,235.00
	TOTAL MACHINE SELL PRICE	\$317,402.80
SELL PRICE		\$317,402.80
EXT WARRANTY		Included
NET BALANCE DUE		\$317,402.80
BALANCE		\$317,402.80

WARRANTY

Standard Warranty:

Standard manufacturers warranty

Extended Warranty:

1 YEAR FULL WARRANTY
 3 YEAR / 3,000 HOUR POWERTRAIN
 WARRANTY
 926-72 MO/3500 HR POWERTRAIN + HYDRAULICS
 (TIER 4)

F.O.B/TERMS: Howard Lake

Trade in:

One used 2000 Cat IT28G Wheel Loader

S/N 8CR02503, Approx hours 6,330, Needs IT Coupler

Trade value as is \$ 35,000

Optional attachment trade in values:

One used 1987 RPM Tech LM-217 snow blower S/N L2YBO-786J

Trade value \$ 5,500

One used set of 60" IT forks with 60" carriage

Trade value \$ 1,500

Total trade value with optional attachments \$ 42,000

Finance options:

Cat financial 60 months @ 6.99%

OPTIONS:

Components	Ref No.	Qty	Sell
Other Components			
CVA - Parts Kit Only - 1000 hour / 500 hour intervals		1	\$572.00
CVA - Parts Kit Only - 1000 hour / 250 hour intervals		1	\$686.00
CVA - Parts and Labor - 1000 hour / 500 hour intervals		1	\$2,757.00
CVA - Parts and Labor - 1000 hour / 250 hour intervals		1	\$4,185.00



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 17, 2023

AGENDA ITEM: Consider 2023 Appointments & Designations

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator
Meagan Theisen, Assistant City Administrator

BACKGROUND: Annually, the City Council review various organizational matters and makes appointments and designations for the year. There should be discussion if there is any interest to reassign individual appointments, establish, eradicate or modify existing council-committees.

2023 Modifications & Discussion Points

Historic City Hall Renovation 501(c)3

This is NOT new for 2023. The City agreed to assume responsibility for the group initially formed to renovate the historic city hall building in the mid 1970s. City staff has managed filings for 4+ years already. It was a simple oversight that it was not already included. Nick Haggenmiller serves as president. There are no members currently.

Good Neighbor Days

Following the retirement of the GND Steering Committee, funds, property and other organizational items have been given to the City. Staff is recommending considering this a formally recognized committee of the City. The purpose would be to formally acknowledge and accept funds, property etc. However, as replacement leadership or a formal transition plan is not in place – there is value in the City making recognizing, even if its an interim action. There are a number of ways various community celebrations are legally structured. Most commonly it is an official function of the City OR is a legally recognized stand alone entity. Good Neighbor Days is neither. This has created issues and confusion in the past. Additionally, as the City has historically provided insurance and funding for the event, assuming an official role in this manner will also ensure that the city has a role/responsibility it desires in the event new individuals or entities wish to move forward with a new event or part of their previous events.

If the council agrees to make this an officially recognized committee/event it does NOT guarantee or obligate the City or city staff to hold the event in 2023. Annual planning for the event is nearly a year-round effort leaving a shortened time for planning/executing.

Senior Center Advisory Committee

Similar to the GND Committee, the remaining living members of the Senior Center Group has indicated they will not be holding regular meetings in 2023. The last regular meeting was 2020; meetings disbanded because of Covid.

Staff is suggesting recognizing this committee officially as a proactive member. Even with the inclusion of demographic shifts from recent growth and development, our aging population is increasing. A previously identified council and not realized goal has been to expand service offerings for the senior population. The City's role or involvement would be further discussed and defined in the future. Likely upon completion or near completion of the new library facility.

Existing Committees

Council is encouraged to review the existing list and discuss any changes/modifications as well.

ALTERNATIVE OPTIONS: Open

FINANCIAL: N/A

LEGAL: N/A

STAFF RECOMMENDATION: Discuss

ATTACHMENTS:

1. Proposed 2023 Assignments

CITY OF HOWARD LAKE

2023 BOARD, COMMISSION, COMMITTEE ASSIGNMENTS

Acting Mayor

P. Zimmerman

2nd ACTING MAYOR

G. Gilbert

ECONOMIC DEVELOPMENT AUTHORITY

Full Council

HOUSING REDEVELOPMENT AUTHORITY

Full Council

PARK & PLANNING COMMISSION

J. Schmidt, V. Kleve, G. Gilbert, J. Deiter,
B. Guenigsman, A. Debnar, M. Hibbard

LIQUOR COMMISSION

T. Kutz, P. Zimmerman

WASTEWATER COMMISSION

P. Zimmerman, J. Deiter

COMMUNITY DEVELOPMENT COMMITTEE

P. Zimmerman, A. Munson

PUBLIC SAFETY COMMITTEE

T. Kutz, J. Deiter

INTERGOVERNMENTAL COMMITTEE

P. Zimmerman, T. Kutz

FINANCE COMMITTEE

G. Gilbert, P. Zimmerman

PERSONNEL COMMITTEE

P. Zimmerman, A. Munson

GOOD NEIGHBORDAYS COMMITTEE

Open

SENIOR CENTER ADVISORY COMMITTEE

Open

CITY ADMINISTRATOR/CLERK

N. Haggenmiller

CITY TREASURER

J. Swensen

ACTING CITY ADMINISTRATOR

M. Theisen

CITY ATTORNEY

Halverson Legal (Criminal)
Couri & Ruppe (Civil)
Taft (Bond)

CITY ENGINEER

Bolton and Menk Incorporated

CITY PLANNER

Northwest Associated Consultant Planners

PUBLIC FINANCE ADVISOR

David Drown & Associates

BUILDING OFFICIAL

Metro West Inspection Services

HEALTH OFFICER

Ridgeview Medical Center

CIVIL DEFENSE DIRECTOR

Craig Loebertmann

OFFICIAL WEBSITE

www.howard-lake.mn.us

OFFICIAL PUBLIC ACCESS CHANNEL

<https://howardlake.viebit.com/>

OFFICIAL NEWSPAPER

Herald Journal Publishing

OFFICIAL DEPOSITORIES

Citizen's Alliance Bank
Citizen's Alliance Bank of Clara City
4M Fund

RISK MANAGER/LMICT

Jon Kuhlmann, Citizens Alliance Agency

CITY ASSESSOR

Chase Filippi, Wright County