

Monday, August 18, 2025, 7:00 PM
Howard Lake City Hall - 625 8th Ave.

AGENDA

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

1 Consider Approving Council Meeting Minutes from the July 21, 2025 Council Meeting.

E. Citizen Input

F. Council/Committee Report

G. Department Reports

1 Engineering Update: 2025 Street Reconstruction Project, City Engineer Halvorson

H. Consent Agenda

1 Consider Accepting all Reports & Payment of Claims.

2 Consider Approving USDA Phase 1 Infrastructure Improvement Project - Pay Application #3

3 Consider Street Closure for Celebration at St. James Lutheran Church

4 Consider Approval of Purchase of Grass Rig for HLFD and Disposal of Surplus Equipment

5 Consider Resolution Approving JPA Minnesota Criminal Bureau of Apprehension for CJDN Services.

- Consider Court Data Services Subscriber Amendments to CJDN Subscriber Agreement
- Consider JPA between City of Howard Lake and the Minnesota Criminal Bureau of Apprehension.

6 Consider Approving Fall Clean-Up Dates and Fees

7 Consider Approving Downtown Revitalization Grant for Heritage Square

8 Consider Approving Resolution 25-24 Authorizing the City Administrator and Mayor to Execute and Submit Documents for Street and Utility Financing & Project Administration

I. Presentations, Public Hearings & Related Approvals

1 Public Hearing TIF District 1-25 | Lake Golf Estates, JP Brooks

J. New Business

1 Consider Resolution 25-22 Adopting TIF Plan and Authorizing Execution of TIF Agreement

- 2 Consider Resolution 25-25 of Support for the Lessard-Sams Outdoor Heritage Council Funding Opportunity - Howard Lake Habitat Restoration Project.
- 3 Consider Resolution 25-23 Awarding the Sale of 2025GO Street Reconstruction Note - Hwy 12 Project
- 4 Consider Approving Quote to Pave Park and Ride Parking Lot.
- 5 Consider Approving Quote for Retaining Wall at Downtown Parking Lot (Park and Ride)
- 6 Consider Approving 2025 Pavement Preservation Project
- 7 Consider Scope and Fee for Services for B3 Testing for the Library Facility
- 8 Consider Approving Quote for Water Treatment Plant Media Replacement
- 9 Consider Notification of Cancellation of Purchase Agreement for Terning Trails Apartments

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. Haggemiller, City Administrator

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

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HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

July 21, 2025

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman
Jason Deiter
Gene Gilbert
Tom Kutz
Allan Munson

COUNCIL ABSENT

STAFF PRESENT

Nick Haggemiller, City Administrator
Meagan Theisen, Assistant City Administrator
Dave Thompson, Chief of Police
Myra Laway, Liquor Store Manager and Event Coordinator

ALSO PRESENT

Josh Halvorson, City Engineer - Bolton and Menk Inc.
Shannon Sweeney, David Drown Associates

CALL TO ORDER

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

APPROVAL OF AGENDA

Haggemiller reported that the Swearing in of Officer Thomas Helgren had to be postponed to the August meeting. Chief Thompson is replacing that presentation with an update on Golf Carts/ATV.

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

APPROVAL OF MINUTES

Council Member Kutz moved to approve the minutes from the Regular Council Meeting on June 16, 2025. The motion was seconded by Council Member Munson and passed unanimously.

CITIZEN INPUT

Neil Wikoff, 128 Dutch Lake Trail, shared that he feels Good Neighbor Days fell flat this year. He stated all of the local businesses felt the hit of GND moving the event to Memorial Park.

COUNCIL/COMMITTEE REPORT

Council Member Deiter provided a brief recap of the Parks and Planning meeting. He has also been attending and performing at the Farmers Market.

DEPARTMENT REPORTS

- a. **2025 Street & Utility Reconstruction Project.**
Halvorson provided an update on the road projects.
- b. **Howard Lake Wine and Spirits YTD Financials.**
Laway provided a store updated, highlighting inventory reductions and South Shore Event Center Marketing.
- c. **Golf Carts & ATV Permits.**
Chief Thompson provided a recap of recent Golf Cart/ATV complaints on social media. ATV's need to register with the state and have license plates, so can be ran by the police system. Golf Carts do not have license plates. Recommends Council reviews the Ordinance at a later meeting.

CONSENT

- a. Consider Accepting all Reports & Payments of Claims
- b. Consider Various Personnel Appointments
- c. Consider Approving USDA Phase 1 Infrastructure Improvement Project – Pay Application #2
- d. Consider Purchase of Backflow Preventer Fire Hydrant Meter Setup
- e. Consider Downtown Revitalization Grants – Encourage Counseling, Broken Bolt Auto Repair, Posey Patch.
- f. Consider Approving City Website Migration and Redesign
- g. Consider Approving Liquor License Modifications for Maria's, contingent on necessary submittals being received by staff.

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

PUBLIC HEARING/PRESENTATION

- a. ~~Swearing in of Officer Thomas Helgren~~—Rescheduled to August 18, 2025.
- b. **Nuvera Communication - City Wide Fiber Installation – Kathy Lund**
Kathy Lund provided information about the Fiber Installation in Howard Lake and signing up for service.
- c. **Good Neighbor Days Recap**
Theisen review of Good Neighbor Days events and financials.

NEW BUSINESS

- a. **Consider Resolution 25-19 Approving Short Term Rental for 5800 CR 7.**
Haggenmiller reviewed the staff report, sharing that the property owner, Molly Hibbard, was in attendance to answer questions from the Council.

Council Member Munson moved to approve Resolution 25-19 Approving Short Term Rental for 5800 CR 7. The motion was seconded by Council Member Gilbert and passed unanimously.

- b. **Consider Ordinance 25-05 Modifying Sign Ordinance in B2 Business District.**
Haggenmiller reviewed the staff report.

Council Member Kutz moved to approve Ordinance 25-05 Modifying Sign Ordinance in B2 Business District. The motion was seconded by Council Member Deiter and passed unanimously.

c. Consider Resolution 25-20 Approving Summary Publication of Sign Ordinance Modification.

Council Member Kutz moved to approve Resolution 25-20 Approving Summary Publication of Sign Ordinance Modification. The motion was seconded by Council Member Munson and passed unanimously.

d. Consider Approving Concept Plans & Order Creation of Plans & Specifications for Historic City Hall Parking Lot Reconstruction.

Haggenmiller reviewed the staff report.

Halvorson reviewed the design process over several phases.

Sweeney reviewed the memo he provided about finance options.

Council shared concerns about the budget and hesitated about determining if this is a feasible project currently. They decided to table the discussion until 2026 budget planning is complete.

e. Consider Resolution 25-21 Setting Public Hearing for Abatement Bond.

REMOVED due to no action on the parking lot reconstruction.

f. Consider Authorizing City Administrator to Apply to MRWA Loan Program for US12 Project.

Council Member Kutz moved to approve Authorizing the City Administrator to Apply to MRWA Loan Program for US12 Project. The motion was seconded by Council Member Deiter and passed unanimously.

g. Consider Approving Quotes and Repairs at the Water Treatment Plant.

Halvorson reviewed the staff report and recommended moving forward with Automatic Systems Controls at the Water Treatment Plant.

Council Member Kutz moved to approve the quote from Automatic Systems Controls for repairs at the Water Treatment Plant. The motion was seconded by Council Member Munson and passed unanimously.

h. Consider Setting Date for 2025 National Night Out: August 5, 2025 | 5-6:30 pm | Memorial Park

Council Member Deiter moved to approve August 5, 2025 as National Night Out. The motion was seconded by Council Member Gilbert and passed unanimously.

i. Consider Setting Date for 2026 Budget Workshop: August 6, 2025 | 5:30 pm | HL Community Room

Council Member Gilbert moved to approve August 6, 2025 for a 2026 Budget Workshop. The motion was seconded by Council Member Deiter and passed unanimously.

OLD BUSINESS

None.

ADMINISTRATORS REPORT

None.

ADJOURN

Council Member Kutz moved to adjourn the meeting at 8:47 pm. The motion was seconded by Council Member Gilbert and passed unanimously.

Attest – City Administrator/Clerk

Mayor

HOWARD LAKE CITY COUNCIL
Worksession
Howard Lake City Hall -
July 21, 2025

MEETING MINUTES

1. County Road 6 & BNSF Bridge

Bolton and Menk presented a report related to the Bridge on Co. Rd. 6

CITY OF HOWARD LAKE

CLAIMS & DONATIONS APPROVED

DATE - August 18, 2025

GENERAL FUND	CHECKS: 64603-64757	\$2,601,470.49
PAYROLL	27716-27726, 504324-504389	\$71,972.47
ELECTRONIC	2000-2017	\$46,072.31
TOTAL		\$2,719,515.27

AMBULANCE CLMS	CHECKS: 6214-6226	\$10,697.98
ELECTRONIC		
TOTAL		\$10,697.98

CITY OF HOWARD LAKE

***Check Summary Register©**

Checks 7/18/2025-8/15/2025

Name	Check Date	Check Amt	
1010 CITIZEN ALLIANCE			
2000e	INTERNAL REVENUE SERVICE	7/23/2025	\$9,385.40
2001e	MN DEPT OF REVENUE	7/23/2025	\$1,905.05
2002e	PERA	7/23/2025	\$8,443.80
2003e	LEAP-WEX	7/23/2025	\$1,285.08
2004e	INTERNAL REVENUE SERVICE	8/6/2025	\$10,588.04
2005e	MN DEPT OF REVENUE	8/6/2025	\$1,951.92
2006e	PERA	8/6/2025	\$8,991.25
2007e	LEAP-WEX	8/6/2025	\$1,285.08
2008e	WITHDRAWAL	8/12/2025	\$246.61 Replenish Petty CASH
2009e	HOWARD LAKE POSTMASTER	8/12/2025	\$558.76 UB Statements - July 2025
2010e	FINKEN WATER CENTERS, INC	8/12/2025	\$20.00 HL Library
2011e	CITY OF BUFFALO	8/12/2025	\$60.00 ACCT# 26-022950-00
2012e	KASCO MARINE, INC	8/12/2025	\$1,101.72 FOUNSTAIN REPAIRS
2013e	AUTHNET GATEWAY BILLING	8/12/2025	\$25.00
2014e	NCR SECURE PAY	8/12/2025	\$137.03
2015e	CITIZENS ALLIANCE BANK	8/12/2025	\$30.00 ACH Origination Fee - July
2016e	INTERNAL REVENUE SERVICE	8/14/2025	\$30.06
2017e	PERA	8/14/2025	\$27.51
27716	GOEPFERT, THOMAS	7/25/2025	\$612.64
27717	KOEPPE, ROMANA	7/25/2025	\$27.70
27718	BONNICK, STEVEN	7/25/2025	\$401.86
27719	GOEPFERT, THOMAS	8/8/2025	\$594.63
27720	BALDWIN, ALIC	8/8/2025	\$27.70
27721	DICKENS, CHRISTENA M	8/8/2025	\$332.46
27722	DRUSCH, JACOB D	8/8/2025	\$360.16
27723	KOEPPE, ROMANA	8/8/2025	\$124.67
27724	PETERSON, JEREMY	8/8/2025	\$138.52
27725	ROKOLA, MARQUESE W	8/8/2025	\$1,311.79
27726	BONNICK, STEVEN	8/8/2025	\$874.47
64603	AMAZON CAPITAL SERVICES	7/18/2025	\$202.94 Mailbox stickers for Lift Stations
64604	BELLBOY CORPORATION	7/18/2025	\$491.50 Misc Liquors
64605	BOBBING BOBBER BREWING C	7/18/2025	\$64.60 Capsize Kolsch & Sandbar Sampler
64606	BOLTON & MENK, INC	7/18/2025	\$119,729.24 Review of Wetland Conservation Act
64607	BREAKTHRU BEVERAGE	7/18/2025	\$323.88 Monaco Cocktails
64608	CAPITOL BEVERAGE SALES	7/18/2025	\$6,011.27 Surfside Cocktails
64609	COKATO MOTOR SALES, INC	7/18/2025	\$883.11 Repairs on 2016 Tahoe
64610	COKATO TRANSPORTATION, IN	7/18/2025	\$90.00 Drug Collection C. Prestidge
64611	COURI, & RUPPE, P.L.L.P.	7/18/2025	\$6,635.00 General Professional Services
64612	CROW RIVER WINERY	7/18/2025	\$216.00 Belle Lake & South Fork Hard Ciders
64613	DAHLHEIMER BEVERAGE GREE	7/18/2025	\$4,995.95 Misc Liquors
64614	EMERGENCY AUTOMOTIVE	7/18/2025	\$735.30 Tiger Tough Tachtical Seat Covers
64615	HOWARD LAKE FIRE RELIEF AS	7/18/2025	\$43,586.15 2025 Fire Relief Payment
64616	INTL UNION OF OPERATING EN	7/18/2025	\$105.00 July Union Dues
64617	JOHNSON BROTHERS LIQUOR C	7/18/2025	\$501.77 Limoncello
64618	KWIK TRIP INC.	7/18/2025	\$283.68 Fuel for PD
64619	MYRA LAWAY	7/18/2025	\$26.72 Reimbursement for GND Supplies
64620	MARCO	7/18/2025	\$426.72 Copier Agreement
64621	MEDIACOM LLC	7/18/2025	\$306.17 Acct #8383923160002500
64622	MIDWEST MACHINERY CO	7/18/2025	\$99.09 Blade for Mower
64623	MINNESOTA UI FUND	7/18/2025	\$7.86 QTR 2 S. Imholte Acct #07972946
64624	MN PUBLIC FACILITIES AUTHOR	7/18/2025	\$384,592.58 Interest on PFA 2011 Water
64625	MN RURAL WATER ASSN	7/18/2025	\$876.85 Membership for Sept 2025-Aug 2026
64626	MN VALLEY TESTING LAB, INC	7/18/2025	\$54.00 Water Testing
64627	OFFICE DEPOT LLC	7/18/2025	\$233.94 Paper

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***Check Summary Register©**

Checks 7/18/2025-8/15/2025

Name	Check Date	Check Amt	
64628	PHILLIPS WINE & SPIRITS	7/18/2025	\$982.24 Misc Liquors
64629	PRECISION UTILITIES	7/18/2025	\$9,569.50 Watermain Break on 5th Street
64630	PREMIUM WATERS- WILLMAR	7/18/2025	\$47.09 Water & Service at HLWS
64631	SOUTHERN GLAZER WINE & SPI	7/18/2025	\$305.24 Reposado
64632	TACTICAL SOLUTIONS	7/18/2025	\$215.00 Radar Certification
64633	THE COUNTRY STORE-MUNSON	7/18/2025	\$5.99 Potting Soil 8 Quart
64634	THE HOME CITY ICE COMPANY	7/18/2025	\$289.36 Bagged Ice
64635	XCEL ENERGY	7/18/2025	\$9,258.71 Acct #51-6197060-3
64636	ZITZLOFF AUTO REPAIR	7/18/2025	\$50.00 Gift Certificates for Business Passport
64637	AIR-PRO HEATING & COOLING L	7/24/2025	\$1,009.00 Maintenance agreement
64638	AMAZON CAPITAL SERVICES	7/24/2025	\$225.53 No Motorized Vehicles Signs
64639	AR ENGH HEATING & AIR	7/24/2025	\$125.00 Service Call @ Sewer Plant 7-21
64640	ARCO BUSINESS SOLUTIONS	7/24/2025	\$550.29 Fleet #072828 Account #2846087
64641	BREAKTHRU BEVERAGE	7/24/2025	\$2,346.48 Credit on Monaco cocktails
64642	CAPITOL BEVERAGE SALES	7/24/2025	\$866.60 Credit on Ely NT Owl
64643	DAHLHEIMER BEVERAGE GREE	7/24/2025	\$3,434.57 Credit on Products
64644	EARTHLINK INC	7/24/2025	\$19.34 Ambulance Email
64645	ENCOURAGE COUNSELING	7/24/2025	\$5,000.00 Downtown Revitalization Grant
64646	HAWKINS, INC	7/24/2025	\$3,633.56 Chemicals for water
64647	HOWARD LAKE ORPHANS, INC	7/24/2025	\$1,000.00 HL Legion Donation Reimbursement
64648	JOE'S SPORT SHOP	7/24/2025	\$801.75 Slips #007047 & #997057
64649	JOHNSON BROTHERS LIQUOR C	7/24/2025	\$761.22 Vodka & Brandy
64650	LATOUR CONSTRUCTION, INC	7/24/2025	\$797,210.86 Application for Payment on USDA Phase 1
64651	MYRA LAWAY	7/24/2025	\$24.00 Reimbursement for store supplies-décor
64652	MARIAS MEXICAN RESTAURANT	7/24/2025	\$5,000.00 Downtown Store Front Grant
64653	MARTIN MARIETTA MATERIALS	7/24/2025	\$423.69 Class 5 Materials
64654	MENARDS-BUFFALO	7/24/2025	\$12.99 Fan for HL Library
64655	MN VALLEY TESTING LAB, INC	7/24/2025	\$54.00 Water Testing
64656	MUNSON LAKES NUTRITION	7/24/2025	\$29.95 Red Mulch 2 CU FT
64657	NCPERS GROUP LIFE INS	7/24/2025	\$48.00
64658	PAUMEN COMPUTER SERVICES	7/24/2025	\$1,826.67 Meraki Hardware & Support Tickets
64659	PHILLIPS WINE & SPIRITS	7/24/2025	\$556.47 Misc Liquors
64660	POSEY PATCH FLOWERS	7/24/2025	\$5,000.00 Downtown Revitalization Grant
64661	RED BULL DISTRIBUTION CO, IN	7/24/2025	\$42.00 Red Bull Energy Drink
64662	SOUTHERN GLAZER WINE & SPI	7/24/2025	\$2,215.01 Credit on 99 Blackberries Schnapps-Ref #5127
64663	THE BROKEN BOLT	7/24/2025	\$5,000.00 Downtown Revitalization Grant
64664	THE HOME CITY ICE COMPANY	7/24/2025	\$612.76 Bagged Ice
64665	VERIZON	7/24/2025	\$120.03
64666	VINOCOPIA, INC	7/24/2025	\$527.25 Misc Liquors
64667	WRIGHT HENNEPIN ELECTRIC	7/24/2025	\$1,418.00 STREET LIGHTS
64668	WSB	7/24/2025	\$4,100.00 Private Planning Projects
64669	ERICKSON ASPHALT & CONCRE	7/31/2025	\$2,400.00 Trail reconstruct 54000 Imhoff Ave SW
64670	MADDEN GALANTER HANSEN	7/31/2025	\$250.05 Services 3/1/2025 - 3/31/2025
64671	ARCO BUSINESS SOLUTIONS	8/6/2025	\$449.65 Fuel from Pit Stop HL PD-#2846087
64672	BRANDEL ELECTRIC, LLC	8/6/2025	\$2,455.43 Ballfield Area Install Parking Lot Lights
64673	BREAKTHRU BEVERAGE	8/6/2025	\$607.76 Misc Liquors
64674	CAPITOL BEVERAGE SALES	8/6/2025	\$7,390.80 Misc Beers
64675	CENTERPOINT ENERGY	8/6/2025	\$521.62 Acct #8000016347-9
64676	CENTURYLINK	8/6/2025	\$664.39 Acct #313493414
64677	CINTAS	8/6/2025	\$383.02 Acct 12854181 SSEC
64678	CIVICPLUS	8/6/2025	\$5,028.38 City of HL Service Plan
64679	CORE & MAIN	8/6/2025	\$2,665.13 8 FT Curb Stop Shut off Wrench
64680	COURI, & RUPPE, P.L.L.P.	8/6/2025	\$560.00 General Legal Fees-April 2025
64681	DAHLHEIMER BEVERAGE GREE	8/6/2025	\$12,549.15 Misc Liquors
64682	DAVID DROWN ASSOCIATES	8/6/2025	\$6,000.00 Filing City's 2024 TIF Reports

CITY OF HOWARD LAKE

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Checks 7/18/2025-8/15/2025

Name	Check Date	Check Amt	
64683	FLATOUT TIRE SERVICE LLC	8/6/2025	\$44.50 Tire Repair Mower Tire
64684	GOPHER STATE ONE-CALL, INC	8/6/2025	\$222.60 Fax Tickets
64685	NICK HAGGENMILLER	8/6/2025	\$365.00 Cell Allowance
64686	IUOE LOCAL 49 FRINGE BENEFI	8/6/2025	\$48.00 Aug Weekly Dues
64687	JOE'S SPORT SHOP	8/6/2025	\$1,657.93 Slip 997060
64688	JOHNSON BROTHERS LIQUOR C	8/6/2025	\$1,595.44 Black Box Wines
64689	JOSEPH MULLIN TRUCKING, INC	8/6/2025	\$1,244.48 Class 5 Materials
64690	MYRA LAWAY	8/6/2025	\$65.00 Cell Allowance
64691	M & M EXPRESS SALES & SERVI	8/6/2025	\$49.99 HYPR-OIL 500
64692	MARCO TECHNOLOGIES LLC	8/6/2025	\$483.06 City Hall Phone
64693	MARTIN MARIETTA MATERIALS	8/6/2025	\$421.77 Class 5 Materials
64694	DEBRA MCALPINE	8/6/2025	\$65.00 Car Allowance
64695	MEDIACOM LLC	8/6/2025	\$176.90 Acct #8384923160090330
64696	JARED MERGES	8/6/2025	\$65.00 Cell Allowance
64697	METRO WEST INSPECTION SER	8/6/2025	\$2,365.36 Finalized Permits July 2025
64698	METRO WEST IRRIGATION	8/6/2025	\$215.00 Sprinkler Heads
64699	MHSRC/RANGE	8/6/2025	\$535.00 Precision Driving for J. Johnson
64700	MIDWEST MACHINERY CO	8/6/2025	\$906.24 Service on 2019 John Deere 1585
64701	MN DEPT OF PUBLIC SAFETY	8/6/2025	\$100.00 Tier II Emergency & Chemical Inventory
64702	MULLIN TRUCKING, INC	8/6/2025	\$404.47 Class 5 Materials
64703	MUMFORD SANITATION	8/6/2025	\$12,399.54 COMPOST LEASE
64704	NELSON ELECTRIC MOTOR REP	8/6/2025	\$612.50 Shop Air Compressor
64705	JIM OTTENSTROER	8/6/2025	\$65.00 Cell Allowance
64706	PHILLIPS WINE & SPIRITS	8/6/2025	\$2,116.34 Yellow Tail Wines
64707	PLUNKETT'S PEST CONTROL	8/6/2025	\$313.45 Acct #846104 City Hall
64708	CLAYTON PRESTIDGE	8/6/2025	\$65.00 Cell Allowance
64709	REMER, TANYA	8/6/2025	\$65.00 Monthly Phone Stipend
64710	SOUTHERN GLAZER WINE & SPI	8/6/2025	\$183.72 Franzia Wines
64711	ERIC STOLL	8/6/2025	\$65.00 Monthly Phone Stipend
64712	THEISEN, MEAGAN	8/6/2025	\$215.00 Cell Allowance
64713	TIMMYS PUB CLUB, LLC	8/6/2025	\$80.00 Tap Cleaning @ R&R
64714	T-MOBILE	8/6/2025	\$387.78 Acct #973663744
64715	VIKING COCA-COLA	8/6/2025	\$176.25 Soda for Reeds & Rushes
64716	VINOCOPIA, INC	8/6/2025	\$715.00 Brady's & Lvov Vodka
64717	VISA	8/6/2025	\$1,257.87 Fuel for Ambulance
64718	WASTEWATER COMMISSION	8/6/2025	\$51,488.95 Total City WWTP Discharge-April
64719	WRIGHT COUNTY FINANCE DEP	8/6/2025	\$220.85 TNT Supplies & Postage
64720	WSB	8/6/2025	\$4,027.50 Public Planning Projects June
64721	FIRE CATT, LLC	8/15/2025	\$1,862.40 Fire Hose Testing
64722	MAGES, DON	8/15/2025	\$42.43 Kwik Trip Reimbursment
64723	MES SERVICE COMPANY LLC	8/15/2025	\$14,371.80 Aeroflex Coat and Pant
64724	A & E OUTDOORS LLC	8/15/2025	\$950.00 Posey Patch clean up
64725	AMAZON CAPITAL SERVICES	8/15/2025	\$511.03 Toilet Paper HLWS
64726	AV DESIGN	8/15/2025	\$320.00 Zoom Mtg Civic Plus, VOD
64727	BBG LAW	8/15/2025	\$1,717.70 July Prosecution Services
64728	BELLBOY CORPORATION	8/15/2025	\$728.85 HLWS Dole Pineapple Juice
64729	BIRCHDALE FIRE & SECURITY, L	8/15/2025	\$149.01 Monitoring @ HLWS
64730	BREAKTHRU BEVERAGE	8/15/2025	\$1,452.58 Misc Liquors
64731	C & C EMBROIDERY	8/15/2025	\$98.00 Embroidery/Clothing Order
64732	CAPITOL BEVERAGE SALES	8/15/2025	\$217.45 Kona & Busch Light
64733	CR ELECTRIC	8/15/2025	\$1,505.96 Lake Fountain Cord Repair
64734	DAHLHEIMER BEVERAGE GREE	8/15/2025	\$3,190.59 Sun Cruiser Lemonades
64735	EMERGENCY AUTOMOTIVE	8/15/2025	\$156.13 Cables for New Squad
64736	HOFFMEYER, STEVEN G.	8/15/2025	\$2,400.00 Aug 20 Hearing Cancelled
64737	HOWARD LAKE TIRE & AUTO	8/15/2025	\$943.19 Tire Disposal Spring Clean up Days

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Checks 7/18/2025-8/15/2025

Name	Check Date	Check Amt	
64738	INTL UNION OF OPERATING EN	8/15/2025	\$105.00
64739	JOHNSON BROTHERS LIQUOR C	8/15/2025	\$1,049.97 High Noons
64740	KWIK TRIP INC.	8/15/2025	\$542.22 July Fuel for HLPD
64741	LATOUR CONSTRUCTION, INC	8/15/2025	\$966,631.60 USDA Phase 1 Project-App No 3
64742	MADDEN GALANTER HANSEN	8/15/2025	\$423.00 Arbitration Services for July
64743	MARTIN MARIETTA MATERIALS	8/15/2025	\$874.03 Class 5 Materials
64744	MEDIACOM LLC	8/15/2025	\$294.90 Internet at City Hall
64745	MIDWEST MACHINERY CO	8/15/2025	\$703.84 Spindle for John Deere
64746	MN VALLEY TESTING LAB, INC	8/15/2025	\$54.00 Water Testing Services
64747	NELSON ELECTRIC MOTOR REP	8/15/2025	\$350.00 Repair at Lift #5
64748	NORTH FORK CUSTOM MEATS L	8/15/2025	\$227.65 Hot Dogs & Buns for NNO
64749	ONCALL TECHNICAL SERVICES	8/15/2025	\$239.75 Consulting on Tricaster July 29th
64750	PHILLIPS WINE & SPIRITS	8/15/2025	\$1,985.02 UV Vodka
64751	PREMIUM WATERS- WILLMAR	8/15/2025	\$53.09 Water Service & Bottles
64752	SOUTHERN GLAZER WINE & SPI	8/15/2025	\$2,130.58 Misc Liquors
64753	STREICHER'S	8/15/2025	\$376.96 Boots D.Thompson
64754	TAFT STETTINIUS & HOLLISTER,	8/15/2025	\$20,000.00 Fee to obtain a bond 2025A
64755	THE HOME CITY ICE COMPANY	8/15/2025	\$703.88 7lb & 20lb bags of ice
64756	VERIZON CONNECT NWF, INC	8/15/2025	\$147.53
64757	XCEL ENERGY	8/15/2025	\$10,352.01 Acct #51-6197060-3
504324e	HAGGENMILLER, NICHOLAS A	7/25/2025	\$4,366.71
504325e	HELGREN, THOMAS J	7/25/2025	\$1,225.04
504326e	MERGES, JARED M	7/25/2025	\$2,366.55
504327e	REMER, TANYA M	7/25/2025	\$1,822.95
504328e	THEISEN, MEAGAN	7/25/2025	\$2,408.48
504329e	ZANDER, SHARI	7/25/2025	\$572.28
504330e	DEITER, CHASE	7/25/2025	\$829.54
504331e	OTTENSTROER, JAMES D	7/25/2025	\$2,022.68
504332e	PRESTIDGE, CLAYTON P	7/25/2025	\$1,599.20
504333e	DAHL, LORI	7/25/2025	\$311.60
504334e	HORSTMANN, REBECCA A	7/25/2025	\$111.87
504335e	JENSEN, LUCAS	7/25/2025	\$477.08
504336e	LAWAY, MYRA	7/25/2025	\$2,351.15
504337e	MCALPINE, DEBRA-ANN	7/25/2025	\$1,138.91
504338e	MILLER, EDWARD M	7/25/2025	\$354.90
504339e	SOTHAN, LAURIN B	7/25/2025	\$319.15
504340e	VIRNALA, TASIA, R	7/25/2025	\$567.37
504341e	JOHNSON, JACOB D	7/25/2025	\$2,285.17
504342e	PREUSSE, MITCHELL D	7/25/2025	\$402.66
504343e	SZCZEPANIK, DARIUSZ J	7/25/2025	\$2,608.01
504344e	THOMPSON, DAVID G	7/25/2025	\$2,971.55
504345e	CARGILL, ZACHARY C	8/8/2025	\$96.13
504346e	HAGGENMILLER, NICHOLAS A	8/8/2025	\$4,366.71
504347e	HALL, JUSTIN D	8/8/2025	\$264.38
504348e	HELGREN, THOMAS J	8/8/2025	\$1,028.08
504349e	MERGES, JARED M	8/8/2025	\$2,278.00
504350e	REMER, TANYA M	8/8/2025	\$1,857.75
504351e	THEISEN, MEAGAN	8/8/2025	\$2,408.48
504352e	ZANDER, SHARI	8/8/2025	\$554.02
504353e	DEITER, CHASE	8/8/2025	\$62.79
504354e	OTTENSTROER, JAMES D	8/8/2025	\$1,914.69
504355e	PRESTIDGE, CLAYTON P	8/8/2025	\$1,640.50
504356e	BRAVINDER, SETH Z	8/8/2025	\$55.41
504357e	DRUSCH, ZACHARY R.	8/8/2025	\$387.87
504358e	ELMER, DANIEL J	8/8/2025	\$83.11

CITY OF HOWARD LAKE

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***Check Summary Register©**

Checks 7/18/2025-8/15/2025

	Name	Check Date	Check Amt
504359e	KING, ELLIOTT	8/8/2025	\$96.97
504360e	KITTOCK, BRIAN	8/8/2025	\$83.11
504361e	KITTOCK, NICOLE D	8/8/2025	\$196.04
504362e	LOEBERTMANN, AMANDA G	8/8/2025	\$277.05
504363e	LOEBERTMANN, CRAIG	8/8/2025	\$166.23
504364e	MAGES, ALEX	8/8/2025	\$166.23
504365e	PETERSON, DAVID T	8/8/2025	\$249.34
504366e	SCHUELKE, ANDREW L	8/8/2025	\$941.97
504367e	STOLL, ERIC	8/8/2025	\$277.05
504368e	WIECH, KYLE	8/8/2025	\$83.11
504369e	BORRELL, JOSHUA K	8/8/2025	\$102.00
504370e	DAHL, LORI	8/8/2025	\$243.44
504371e	HORSTMANN, REBECCA A	8/8/2025	\$164.29
504372e	JENSEN, LUCAS	8/8/2025	\$540.67
504373e	KOOSMAN, BRADLY S	8/8/2025	\$309.28
504374e	KOOSMAN, HOPE A	8/8/2025	\$332.31
504375e	LAWAY, MYRA	8/8/2025	\$2,351.15
504376e	MCALPINE, DEBRA-ANN	8/8/2025	\$1,478.23
504377e	MILLER, EDWARD M	8/8/2025	\$341.54
504378e	MONSON, ALYSHA	8/8/2025	\$125.03
504379e	MONSON, BRENNAN	8/8/2025	\$125.03
504380e	SOTHAN, LAURIN B	8/8/2025	\$282.97
504381e	VIRNALA, TASIA, R	8/8/2025	\$367.14
504382e	CHAFFINS, GORDON	8/8/2025	\$407.03
504383e	HARTNECK, SEAN M.	8/8/2025	\$253.08
504384e	JOHNSON, JACOB D	8/8/2025	\$2,266.00
504385e	PREUSSE, MITCHELL D	8/8/2025	\$1,080.61
504386e	SZCZEPANIK, DARIUSZ J	8/8/2025	\$2,608.01
504387e	THOMPSON, DAVID G	8/8/2025	\$2,971.55
504388e	MERGES, JARED M	8/13/2025	\$101.92
504389e	PRESTIDGE, CLAYTON P	8/13/2025	\$66.72
	Total Checks		\$2,719,515.27

FILTER: [Check Date] between #7/18/2025# and #8/15/2025# and [Check Nbr]>0 and [Cash Act]='1010'

CITY OF HOWARD LAKE

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***Check Summary Register©**

Checks 7/18/2025-8/15/2025

	Name	Check Date	Check Amt	
1012	CAB - AMBULANCE			
6214	T-MOBILE	8/6/2025	\$48.13	Acct 973663744
6215	ALLINA HEALTH EMS	8/15/2025	\$400.00	D. Molkentine & R. Brandel
6216	AVOCATION SOFTWARE	8/15/2025	\$250.00	Annual Support Fee
6217	BAYCOM, INC	8/15/2025	\$268.00	CF-20 Battery
6218	BOUNDTREE MEDICAL	8/15/2025	\$861.22	Medical Equipment
6219	CENTRAL MCGOWAN, INC	8/15/2025	\$350.90	Cylinder Rental
6220	CITY OF HOWARD LAKE	8/15/2025	\$4,785.00	July Ambulance Pay
6221	DIGITAL LAKE INC	8/15/2025	\$2,089.26	Samsung Touchscreen 86in
6222	HOWARD LAKE TIRE & AUTO	8/15/2025	\$96.42	Oil Change 2017 Ford E-450
6223	JOE'S SPORT SHOP	8/15/2025	\$325.58	Fuel for Ambulance
6224	KEAVENY PHARMACY	8/15/2025	\$239.55	Accu Check & Sodium Chlor Sol
6225	RIDGEVIEW MEDICAL CENTER	8/15/2025	\$800.00	Ambulance Community Assist
6226	ZOLL MEDICAL CORPORATION	8/15/2025	\$183.92	Thermal Paper
	Total Checks		\$10,697.98	

FILTER: [Check Date] between #7/18/2025# and #8/15/2025# and [Check Nbr]>0 and [Cash Act]='1012'



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Approving USDA Phase 1 Infrastructure Improvement Project - Pay Application #3.

SECTION: Consent

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: The City has received the third Pay Application for our Phase 1 Infrastructure Improvements Project. The quantities are completed through July 25, 2025 and they have been reviewed and found to be acceptable by Bolton and Menk per the contract.

FINANCIAL: This pay application amount is \$966,631.60 for work completed between 6/28/2025-7/25/2025.

COUNCIL ACTION REQUESTED: Approving USDA Phase 1 Infrastructure Improvement Project - Pay Application #3.

ATTACHMENTS: 1. USDA Phase 1 Infrastructure Improvement Project - Pay Application #3.

Pete Zimmerman, Mayor

Nick Haggemiller, City Administrator

Contractor's Application for Payment

Owner: <u>City of Howard Lake</u>	Owner's Project No.: _____
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>0W1.130734</u>
Contractor: <u>LaTour Construction, Inc.</u>	Agency's Project No.: _____
Project: <u>USDA Phase 1 Infrastructure Improvement Project</u>	
Contract: <u>USDA Phase 1 Infrastructure Improvement Project</u>	
Application No.: <u>03</u>	Application Date: <u>8/4/2025</u>
Application Period: From <u>6/28/2025</u>	to <u>7/25/2025</u>

1. Original Contract Price		\$ 6,817,938.56
2. Net change by Change Orders		\$ -
3. Current Contract Price (Line 1 + Line 2)		\$ 6,817,938.56
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 2,097,346.24
5. Retainage		
a. <u>5.0%</u> X \$ <u>2,063,146.24</u> Work Completed		\$ 103,157.31
b. <u>5.0%</u> X \$ <u>34,200.00</u> Stored Materials		\$ 1,710.00
c. Total Retainage (Line 5.a + Line 5.b)		\$ 104,867.31
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 1,992,478.93
7. Less previous payments		\$ 1,025,847.33
8. Amount due this application		\$ 966,631.60
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5c.)		\$ 4,825,459.63

Contractor's Certification

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

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

Contractor: LaTour Construction, Inc.

Signature: *Michael LaTour* Date: 8-8-25

Name: Michael LaTour Title: Project Manager

<p>Recommended by Engineer</p> <p>By: <u><i>Joshua J. Halvorson</i></u></p> <p>Name: <u>Joshua J. Halvorson, P.E.</u></p> <p>Title: <u>City Engineer</u></p> <p>Date: <u>8/7/2025</u></p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Approved by Funding Agency

By: _____

Name: _____

Title: _____

Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Howard Lake	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.130734
Contractor:	LaTour Construction, Inc.	Contractor's Project No.:	
Project:	USDA Phase 1 Infrastructure Improvement Project	Agency's Project No.:	
Contract:	USDA Phase 1 Infrastructure Improvement Project		

Application No.:	03	Application Period:	From 06/28/25 to 07/25/25	Application Date:	08/04/25
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A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract													
1	MOBILIZATION	1.00	LUMP SUM	300,000.00	300,000.00	0.25	75,000.00	0.75	225,000.00		225,000.00	75%	75,000.00
2	TRAFFIC CONTROL	1.00	LUMP SUM	24,150.00	24,150.00	0.25	6,037.50	0.45	10,867.50		10,867.50	45%	13,282.50
3	CLEARING	19.00	EACH	525.00	9,975.00	20.00	10,500.00	20.00	10,500.00		10,500.00	105%	(525.00)
4	GRUBBING	19.00	EACH	121.00	2,299.00	19.00	2,299.00	19.00	2,299.00		2,299.00	100%	-
5	CLEARING & GRUBBING	1,000.00	SQ YD	5.25	5,250.00	977.00	5,129.25	977.00	5,129.25		5,129.25	98%	120.75
6	REMOVE SEWER PIPE (STORM)	2,918.00	LIN FT	10.50	30,639.00	989.00	10,384.50	2,374.00	24,927.00		24,927.00	81%	5,712.00
7	REMOVE SEWER PIPE (SANITARY, ANY SIZE)	6,597.00	LIN FT	0.01	65.97	3,003.00	30.03	4,304.00	43.04		43.04	65%	22.93
8	REMOVE WATERMAIN (ANY SIZE)	10,693.00	LIN FT	6.30	67,365.90	2,624.00	16,531.20	4,606.00	29,017.80		29,017.80	43%	38,348.10
9	REMOVE CONCRETE CURB & GUTTER	17,876.00	LIN FT	2.40	42,902.40	8,907.00	21,376.80	10,585.00	25,404.00		25,404.00	59%	17,498.40
10	REMOVE CONCRETE (WALK & DRIVEWAY)	3,570.00	SQ YD	4.70	16,779.00	2,439.00	11,463.30	2,537.50	11,926.25		11,926.25	71%	4,852.75
11	REMOVE BITUMINOUS PAVEMENT (STREET)	37,959.00	SQ YD	2.60	98,693.40	19,673.00	51,149.80	23,182.00	60,273.20		60,273.20	61%	38,420.20
12	REMOVE BITUMINOUS PAVEMENT (DRIVEWAY)	1,358.00	SQ YD	5.25	7,129.50	598.00	3,139.50	622.30	3,267.08		3,267.08	46%	3,862.42
13	REMOVE HYDRANT	13.00	EACH	370.00	4,810.00	3.00	1,110.00	7.00	2,590.00		2,590.00	54%	2,220.00
14	REMOVE DRAINAGE STRUCTURE	35.00	EACH	370.00	12,950.00	11.00	4,070.00	26.00	9,620.00		9,620.00	74%	3,330.00
15	REMOVE MANHOLE (SANITARY)	18.00	EACH	470.00	8,460.00	7.00	3,290.00	10.00	4,700.00		4,700.00	56%	3,760.00
16	REMOVE SIGN	46.00	EACH	42.00	1,932.00	-	-	-	-		-	-	1,932.00
17	SALVAGE SIGN	7.00	EACH	42.00	294.00	-	-	-	-		-	-	294.00
18	SALVAGE MAILBOX	2.00	EACH	158.00	316.00	-	-	-	-		-	-	316.00
19	SALVAGE GATE VALVE	4.00	EACH	79.00	316.00	-	-	-	-		-	-	316.00
20	REINSTALL SIGN	5.00	EACH	315.00	1,575.00	-	-	-	-		-	-	1,575.00
21	REINSTALL MAILBOX	2.00	EACH	260.00	520.00	-	-	-	-		-	-	520.00
22	SPLIT RAIL WOOD FENCE	180.00	LIN FT	23.00	4,140.00	-	-	-	-		-	-	4,140.00
23	FURNISH & INSTALL SIGN (STREET NAME)	20.00	EACH	525.00	10,500.00	-	-	-	-		-	-	10,500.00
24	FURNISH & INSTALL SIGN PANEL, TYPE C	221.00	SQ FT	73.50	16,243.50	-	-	-	-		-	-	16,243.50
25	SELECT GRANULAR BORROW	10,822.00	CU YD	27.80	300,851.60	-	-	1,893.00	52,625.40		52,625.40	17%	248,226.20
26	COMMON BORROW	1,900.00	CU YD	8.40	15,960.00	-	-	-	-		-	-	15,960.00
27	COMMON EXCAVATION	28,389.00	CU YD	17.30	491,129.70	2,955.00	51,121.50	5,515.00	95,409.50		95,409.50	19%	395,720.20
28	SUBGRADE EXCAVATION	3,380.00	CU YD	12.60	42,588.00	-	-	844.00	10,634.40		10,634.40	25%	31,953.60
29	GEOTEXTILE FABRIC TYPE V	46,060.00	SQ YD	1.60	73,696.00	-	-	3,358.00	5,372.80		5,372.80	7%	68,323.20
30	TRIAxIAL GEOGRID	11,520.00	SQ YD	4.70	54,144.00	-	-	2,644.00	12,426.80		12,426.80	23%	41,717.20
31	AGGREGATE SURFACING (CV), CLASS 5 (DRIVEWAY / ALLEYS)	249.00	CU YD	33.60	8,366.40	-	-	43.00	1,444.80		1,444.80	17%	6,921.60
32	AGGREGATE BASE, CLASS 5	9,939.00	CU YD	29.40	292,206.60	-	-	750.00	22,050.00		22,050.00	8%	270,156.60
33	BITUMINOUS PATCH (DRIVEWAY)	1,247.00	SQ YD	42.00	52,374.00	-	-	-	-		-	-	52,374.00
34	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	3,617.00	TON	84.00	303,828.00	-	-	-	-		-	-	303,828.00
35	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	6,025.00	TON	83.00	500,075.00	-	-	-	-		-	-	500,075.00
36	CONSTRUCT SANITARY MANHOLE, DES 4007C	219.60	LIN FT	444.00	97,502.40	96.80	42,979.20	124.22	55,153.68		55,153.68	57%	42,348.72
37	CONSTRUCT SANITARY MANHOLE, DES SPECIAL	9.00	LIN FT	1,162.00	10,458.00	-	-	-	-		-	-	10,458.00
38	CONSTRUCT 6" INSIDE DROP	3.90	LIN FT	564.00	2,199.60	-	-	-	-		-	-	2,199.60
39	CONSTRUCT 8" OUTSIDE DROP	4.00	LIN FT	1,500.00	6,000.00	4.00	6,000.00	4.00	6,000.00		6,000.00	100%	-
40	FURNISH & INSTALL CHIMNEY SEAL	22.00	EACH	244.00	5,368.00	-	-	-	-		-	-	5,368.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Howard Lake
Engineer:	Bolton & Menk, Inc.
Contractor:	LaTour Construction, Inc.
Project:	USDA Phase 1 Infrastructure Improvement Project
Contract:	USDA Phase 1 Infrastructure Improvement Project

Owner's Project No.:	
Engineer's Project No.:	OW1.130734
Contractor's Project No.:	
Agency's Project No.:	

Application No.:	03	Application Period:	From	06/28/25	to	07/25/25	Application Date:	08/04/25
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A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
41	4" FORCEMAIN	80.00	LIN FT	51.10	4,088.00	-	-	-	-	-	-	-	4,088.00
42	6" FORCEMAIN	20.00	LIN FT	61.00	1,220.00	-	-	-	-	-	-	-	1,220.00
43	8" SANITARY SEWER PIPE	4,751.00	LIN FT	58.20	276,508.20	1,972.00	114,770.40	3,448.00	200,673.60	200,673.60	73%	75,834.60	
44	10" SANITARY SEWER PIPE	1,939.00	LIN FT	68.60	133,015.40	1,320.00	90,552.00	1,320.00	90,552.00	90,552.00	68%	42,463.40	
45	6" SANITARY SEWER SERVICE PIPE	4,466.00	LIN FT	30.60	136,659.60	1,329.00	40,667.40	2,598.00	79,498.80	79,498.80	58%	57,160.80	
46	8" x 6" WYE	88.00	EACH	703.00	61,864.00	31.00	21,793.00	58.00	40,774.00	40,774.00	66%	21,090.00	
47	10" x 6" WYE	29.00	EACH	1,050.00	30,450.00	20.00	21,000.00	20.00	21,000.00	21,000.00	69%	9,450.00	
48	SANITARY SEWER CLEANOUT	117.00	EACH	530.00	62,010.00	32.00	16,960.00	67.00	35,510.00	35,510.00	57%	26,500.00	
49	CONNECT TO EXISTING SANITARY FORCEMAIN	2.00	EACH	2,024.00	4,048.00	-	-	-	-	-	-	-	4,048.00
50	CONNECT TO EXISTING SANITARY MAIN	5.00	EACH	1,880.00	9,400.00	2.00	3,760.00	4.00	7,520.00	7,520.00	80%	1,880.00	
51	CONNECT TO EXISTING SANITARY MANHOLE	3.00	EACH	2,417.00	7,251.00	1.00	2,417.00	1.00	2,417.00	2,417.00	33%	4,834.00	
52	4" WATERMAIN	33.00	LIN FT	43.30	1,428.90	-	-	-	-	-	-	-	1,428.90
53	6" WATERMAIN	8,774.00	LIN FT	42.70	374,649.80	3,214.00	137,237.80	5,304.00	226,480.80	226,480.80	60%	148,169.00	
54	8" WATERMAIN	60.00	LIN FT	61.40	3,684.00	57.00	3,499.80	57.00	3,499.80	3,499.80	95%	184.20	
55	10" WATERMAIN	5.00	LIN FT	93.00	465.00	-	-	-	-	-	-	-	465.00
56	6" GATE VALVE AND BOX	51.00	EACH	2,900.00	147,900.00	20.00	58,000.00	29.00	84,100.00	84,100.00	57%	63,800.00	
57	8" GATE VALVE AND BOX	1.00	EACH	3,900.00	3,900.00	1.00	3,900.00	1.00	3,900.00	3,900.00	100%	-	
58	WATERMAIN FITTINGS	2,520.00	POUND	15.90	40,068.00	929.00	14,771.10	1,533.00	24,374.70	24,374.70	61%	15,693.30	
59	HYDRANT	15.00	EACH	7,409.00	111,135.00	4.00	29,636.00	8.00	59,272.00	59,272.00	53%	51,863.00	
60	1" WATER SERVICE PIPE	2,998.00	LIN FT	24.20	72,551.60	629.00	15,221.80	2,115.00	51,183.00	51,183.00	71%	21,368.60	
61	1" CORPORATION STOP & SADDLE	95.00	EACH	619.00	58,805.00	22.00	13,618.00	59.00	36,521.00	36,521.00	62%	22,284.00	
62	1" CURB STOP & BOX	95.00	EACH	655.00	62,225.00	22.00	14,410.00	59.00	38,645.00	38,645.00	62%	23,580.00	
63	TEMPORARY WATER SERVICE	1.00	LUMP SUM	56,000.00	56,000.00	0.47	26,320.00	0.64	35,840.00	35,840.00	64%	20,160.00	
64	CONNECT TO EXISTING WATERMAIN	18.00	EACH	1,855.00	33,390.00	5.00	9,275.00	6.00	11,130.00	11,130.00	33%	22,260.00	
65	4" POLYSTYRENE INSULATION	77.00	SQ YD	71.00	5,467.00	-	-	-	-	-	-	-	5,467.00
66	FUNISH AND INSTALL RAIN GARDEN INLET	1.00	EACH	2,200.00	2,200.00	-	-	-	-	-	-	-	2,200.00
67	CONSTRUCT DRAINAGE STRUCTURE, DES R-1	98.00	LIN FT	497.00	48,706.00	22.95	11,406.15	63.00	31,311.00	31,311.00	64%	17,395.00	
68	CONSTRUCT DRAINAGE STRUCTURE, DES H	14.50	LIN FT	510.00	7,395.00	-	-	-	-	-	-	-	7,395.00
69	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4020	60.60	LIN FT	536.00	32,481.60	-	-	32.82	17,591.52	17,591.52	54%	14,890.08	
70	CONSTRUCT DRAINAGE STRUCTURE, DES 60-4020	4.50	LIN FT	950.00	4,275.00	-	-	-	-	-	-	-	4,275.00
71	CONSTRUCT DRAINAGE STRUCTURE, DES 84-4020	4.70	LIN FT	1,500.00	7,050.00	4.18	6,270.00	4.18	6,270.00	6,270.00	89%	780.00	
72	CONSTRUCT DRAINAGE STRUCTURE, DES 48-4022	55.90	LIN FT	526.00	29,403.40	20.61	10,840.86	29.12	15,317.12	15,317.12	52%	14,086.28	
73	6" PERFORATED DRAINTILE	17,570.00	LIN FT	14.70	258,279.00	-	-	1,524.00	22,402.80	22,402.80	9%	235,876.20	
74	SUMP PUMP DRAIN LINE SERVICE	112.00	EACH	551.00	61,712.00	-	-	4.00	2,204.00	2,204.00	4%	59,508.00	
75	DRAINTILE CLEANOUT (ANY TYPE)	63.00	EACH	682.00	42,966.00	-	-	2.00	1,364.00	1,364.00	3%	41,602.00	
76	12" RC PIPE APRON W/TRASH GUARD	1.00	EACH	1,600.00	1,600.00	-	-	-	-	-	-	-	1,600.00
77	18" RC PIPE APRON W/TRASH GUARD	1.00	EACH	2,000.00	2,000.00	-	-	-	-	-	-	-	2,000.00
78	8" x 8" WYE	2.00	EACH	415.00	830.00	-	-	-	-	-	-	-	830.00
79	8" PVC PIPE SEWER, SDR 26 (STORM)	530.00	LIN FT	43.20	22,896.00	-	-	25.00	1,080.00	1,080.00	5%	21,816.00	
80	10" PVC PIPE SEWER, SDR 26 (STORM)	25.00	LIN FT	68.30	1,707.50	-	-	-	-	-	-	-	1,707.50
81	12" RC PIPE SEWER, CLASS V	1,302.00	LIN FT	54.40	70,828.80	216.00	11,750.40	676.00	36,774.40	36,774.40	52%	34,054.40	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Howard Lake	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.130734
Contractor:	LaTour Construction, Inc.	Contractor's Project No.:	
Project:	USDA Phase 1 Infrastructure Improvement Project	Agency's Project No.:	
Contract:	USDA Phase 1 Infrastructure Improvement Project		

Application No.:	03	Application Period:	From 06/28/25 to 07/25/25	Application Date:	08/04/25
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A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
82	15" RC PIPE SEWER, CLASS V	1,361.00	LIN FT	59.80	81,387.80	714.00	42,697.20	1,272.00	76,065.60		76,065.60	93%	5,322.20
83	18" RC PIPE SEWER, CLASS III	741.00	LIN FT	65.10	48,239.10	126.00	8,202.60	150.00	9,765.00		9,765.00	20%	38,474.10
84	21" RC PIPE SEWER, CLASS III	114.00	LIN FT	76.00	8,664.00	-	-	-	-		-		8,664.00
85	24" RC PIPE SEWER, CLASS III	1,086.00	LIN FT	81.60	88,617.60	-	-	784.00	63,974.40		63,974.40	72%	24,643.20
86	CONNECT TO EXISTING STORM STRUCTURE	5.00	EACH	2,160.00	10,800.00	1.00	2,160.00	2.00	4,320.00		4,320.00	40%	6,480.00
87	CONNECT TO EXISTING STORM PIPE	7.00	EACH	1,790.00	12,530.00	1.00	1,790.00	5.00	8,950.00		8,950.00	71%	3,580.00
88	CONNECT TO EXISTING ROOF DRAIN	2.00	EACH	560.00	1,120.00	-	-	-	-		-		1,120.00
89	CONCRETE CURB & GUTTER DESIGN B618	18,830.00	LIN FT	19.40	365,302.00	-	-	-	-		-		365,302.00
90	7" CONCRETE VALLEY GUTTER	175.00	SQ YD	89.25	15,618.75	-	-	-	-		-		15,618.75
91	4" CONCRETE WALK	32,882.00	SQ FT	6.80	223,597.60	-	-	-	-		-		223,597.60
92	6" CONCRETE WALK	2,771.00	SQ FT	13.70	37,962.70	-	-	-	-		-		37,962.70
93	CONCRETE STEPS	8.00	EACH	1,050.00	8,400.00	-	-	-	-		-		8,400.00
94	6" REINFORCED DRIVEWAY PAVEMENT	1,736.00	SQ YD	90.30	156,760.80	-	-	-	-		-		156,760.80
95	8" REINFORCED CONCRETE DRIVEWAY PAVEMENT	788.00	SQ YD	101.00	79,588.00	-	-	-	-		-		79,588.00
96	TRUNCATED DOMES	365.00	SQ FT	68.25	24,911.25	-	-	-	-		-		24,911.25
97	ADJUST CASTING	39.00	EACH	0.01	0.39	-	-	-	-		-		0.39
98	ADJUST VALVE BOX	52.00	EACH	95.00	4,940.00	-	-	-	-		-		4,940.00
99	CASTING ASSEMBLY SPECIAL	38.00	EACH	198.00	7,524.00	-	-	-	-		-		7,524.00
100	CASTING ASSEMBLY (SANITARY)	21.00	EACH	872.00	18,312.00	-	-	-	-		-		18,312.00
101	CASTING ASSEMBLY (STORM MANHOLE)	17.00	EACH	872.00	14,824.00	-	-	-	-		-		14,824.00
102	CASTING ASSEMBLY (STORM CATCH BASIN)	37.00	EACH	819.00	30,303.00	-	-	-	-		-		30,303.00
103	RIPRAP, CLASS II	12.00	CU YD	121.00	1,452.00	-	-	-	-		-		1,452.00
104	STORM DRAIN INLET PROTECTION	114.00	EACH	147.00	16,758.00	80.00	11,760.00	86.00	12,642.00		12,642.00	75%	4,116.00
105	SILT FENCE, MACHINE SLICED	2,150.00	LIN FT	2.40	5,160.00	2,082.00	4,996.80	2,082.00	4,996.80		4,996.80	97%	163.20
106	SEDIMENT CONTROL LOG, TYPE MULCH	2,060.00	LIN FT	3.15	6,489.00	2,496.00	7,862.40	2,496.00	7,862.40		7,862.40	121%	(1,373.40)
107	SEDIMENT CONTROL LOG, TYPE ROCK	200.00	LIN FT	10.50	2,100.00	-	-	-	-		-		2,100.00
108	STABILIZED CONSTRUCTION EXIT	12.00	EACH	682.00	8,184.00	1.00	682.00	1.00	682.00		682.00	8%	7,502.00
109	DECIDUOUS TREE - 1" CAL B&B	20.00	EACH	320.00	6,400.00	-	-	-	-		-		6,400.00
110	TOPSOIL BORROW	4,199.00	CU YD	37.80	158,722.20	-	-	-	-		-		158,722.20
111	EROSION CONTROL BLANKET, CATEGORY 3N	1,100.00	SQ YD	2.10	2,310.00	-	-	-	-		-		2,310.00
112	TEMPORARY MULCH, HYDROMULCH	22,150.00	SQ YD	0.40	8,860.00	-	-	-	-		-		8,860.00
113	TURF ESTABLISHMENT	22,150.00	SQ YD	1.20	26,580.00	-	-	-	-		-		26,580.00
114	LIGHTING STSTEM	1.00	LUMP SUM	68,400.00	68,400.00	-	-	-	-	34,200.00	34,200.00	50%	34,200.00
115	4" SOLID LINE MULTI COMP (WHITE)	560.00	LIN FT	2.60	1,456.00	-	-	-	-		-		1,456.00
116	CURB MARKING MULTI COMP (YELLOW)	4,170.00	LIN FT	5.80	24,186.00	-	-	-	-		-		24,186.00
117	CROSSWALK MULTI COMP (WHITE)	702.00	SQ FT	5.80	4,071.60	-	-	-	-		-		4,071.60
118	RAILROAD CROSSING MESSAGE MULTI COMP (WHITE)	1.00	EACH	840.00	840.00	-	-	-	-		-		840.00
119	LANDSCAPING ALLOWANCE	20,000.00	DOLLARS	1.00	20,000.00	-	-	-	-		-		20,000.00
		-	-	-	-	-	-	-	-		-		-
Original Contract Totals					\$ 6,817,938.56		\$ 1,079,839.29		\$ 2,063,146.24	\$ 34,200.00	\$ 2,097,346.24	31%	\$ 4,720,592.32

Stored Materials Summary

Contractor's Application for Payment

Owner: City of Howard Lake
 Engineer: Bolton & Menk, Inc.
 Contractor: LaTour Construction, Inc.
 Project: USDA Phase 1 Infrastructure Improvement Project
 Contract: USDA Phase 1 Infrastructure Improvement Project

Owner's Project No.: _____
 Engineer's Project No.: OW1.130734
 Contractor's Project No.: _____
 Agency's Project No.: _____

Application No.: 03 Application Period: From 06/28/25 to 07/25/25 Application Date: 08/04/25

A	B	C	D	E	F	Materials Stored			Incorporated in Work			M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount	Amount Stored this	Amount Stored to	Amount Previously	Amount	Total Amount	Materials Remaining in Storage (I-L) (\$)
						Stored (\$)	Period (\$)	Date (G+H) (\$)	Incorporated in the Work (\$)	Incorporated in the Work this Period (\$)	Incorporated in the Work (J+K) (\$)	
114	9342521086	NA	LIGHTING POLE UNITS	OFFSITE	3		34,200.00	34,200.00			-	34,200.00
											-	-
											-	-
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Totals						\$ -	\$ 34,200.00	\$ 34,200.00	\$ -	\$ -	\$ -	\$ 34,200.00



1106 Sunridge Drive
SAINT CLOUD MN 56301

INVOICE

Invoice Questions Please Call or Email
320-203-1442 or ARQuestions@graybar.com

Invoice No: 9342521086
Invoice Date: 06/26/2025
Account Number: JP9104929
Account Name: DESIGN PRJ 08641.10GB HOWARD LAKE PH1

Remit Payments To:
GRAYBAR ELECTRIC COMPANY, INC.
12437 COLLECTIONS CENTER DRIVE
CHICAGO IL 60693-0124

Design Electric, Inc
PO BOX 1252
SAINT CLOUD MN 56302-1252

Ship to:
DESIGN PRJ 08641.10GB HOWARD LAKE P
PRJ 08641.10GB HOWARD LAKE PH1
CALL ORLYNN 320-262-1658 48HR B4 DELIV
4807 HEATHERWOOD RD
SAINT CLOUD MN 56301-9539

TO VIEW AND PAY ONLINE GO TO:	graybarelectric.billtrust.com
ENROLLMENT TOKEN	PBQ GMR WDW
ENROLLMENT ACCOUNT #:	100131

PO #: 08641.10GB	SO#: 387700049					
Del. Doc. #: 0387700049	PRO #	Routing	Date Shipped: 06/13/2025	Shipped From: FACTORY	F.O.B.	Rt. To

Ordered by: Orlynn Mueller

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	LOT STERNBERG LANTERNS INC STERNBERG LANTERNS INC	29716.00 / 1	# 29,716.00
	Consisting of:		
6	SSP11355-1A-1910LEDRLM18-1L40T3-MDL16-A- STERNBERG LANTERNS INC		
24	60818- 6 SETS OF ANCHOR 3/4X18X3 STERNBERG LANTERNS INC		
1	REP MLAZGAR PROJECT ASSISTANCE	4484.00 / 1	4,484.00

Stock Item 1121

1539.79
7-10
08641.10GB
Howard Lake PH 1 L ty
Imp.

Indicates Taxable Item

Terms of Payment 1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards accepted at point of purchase only.	Sub Total	34,200.00
	Freight & Handling	0.00
	Tax	✓ 2377.28
	Total Due	36,577.28
	Cash Discount (if paid within terms)	-342.00

SUBJECT TO THE STANDARD TERMS AND CONDITIONS LISTED ON WWW.GRAYBAR.COM.

Project Cost Estimate Breakdown

Owner: City of Howard Lake
 Engineer: Bolton & Menk, Inc.
 Contractor: LaTour Construction, Inc.
 Project: USDA Phase 1 Infrastructure Improvement Project
 Contract: USDA Phase 1 Infrastructure Improvement Project

Owner's Project No.:
 Engineer's Project No.: OW1.130734
 Contractor's Project No.:
 Agency's Project No.:

Total Contract Amount: \$6,817,938.56
 Application No.: 03
 Application Period: From 06/28/25 To 07/25/25
 Application Date: 08/04/25

Item No.	Description	As Bid				SEWER			WATER			STORM			CITY			TOTAL PROJECT	
		Approximate Quantity	Units	Unit Price	AMOUNT	Quantity	Value	Value of Material Stored	Quantity	Value	Value of Material Stored	Quantity	Value	Value of Material Stored	Quantity	Value	Value of Material Stored	Quantity	Cost
1	MOBILIZATION	1.00	LUMP SUM	\$300,000.00	\$300,000.00	0.24	\$ 72,000.00	\$ -	0.20	\$ 60,000.00	\$ -	0.11	\$ 33,000.00	\$ -	0.20	\$ 60,000.00	\$ -	0.75	\$ 225,000.00
2	TRAFFIC CONTROL	1.00	LUMP SUM	\$24,150.00	\$24,150.00	0.15	\$ 3,622.50	\$ -	0.11	\$ 2,656.50	\$ -	0.07	\$ 1,690.50	\$ -	0.12	\$ 2,898.00	\$ -	0.45	\$ 10,867.50
3	CLEARING	19.00	EACH	\$525.00	\$9,975.00	9.00	\$ 4,725.00	\$ -		\$ -	\$ -	5.00	\$ 2,625.00	\$ -	6.00	\$ 3,150.00	\$ -	20.00	\$ 10,500.00
4	GRUBBING	19.00	EACH	\$121.00	\$2,299.00	8.00	\$ 968.00	\$ -		\$ -	\$ -	5.00	\$ 605.00	\$ -	6.00	\$ 726.00	\$ -	19.00	\$ 2,299.00
5	CLEARING & GRUBBING	1000.00	SQ YD	\$5.25	\$5,250.00	359.00	\$ 1,884.75	\$ -	239.00	\$ 1,254.75	\$ -	136.00	\$ 714.00	\$ -	243.00	\$ 1,275.75	\$ -	977.00	\$ 5,129.25
6	REMOVE SEWER PIPE (STORM)	2918.00	LIN FT	\$10.50	\$30,639.00	1,146.00	\$ 12,033.00	\$ -	520.00	\$ 5,460.00	\$ -	310.00	\$ 3,255.00	\$ -	398.00	\$ 4,179.00	\$ -	2,374.00	\$ 24,927.00
7	REMOVE SEWER PIPE (SANITARY, ANY SIZE)	6597.00	LIN FT	\$0.01	\$65.97	4,304.00	\$ 43.04	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	4,304.00	\$ 43.04
8	REMOVE WATERMAIN (ANY SIZE)	10693.00	LIN FT	\$6.30	\$67,365.90		\$ -	\$ -	4,606.00	\$ 29,017.80	\$ -		\$ -	\$ -		\$ -	\$ -	4,606.00	\$ 29,017.80
9	REMOVE CONCRETE CURB & GUTTER	17876.00	LIN FT	\$2.40	\$42,902.40	5,373.00	\$ 12,895.20	\$ -	2,514.00	\$ 6,033.60	\$ -	1,459.00	\$ 3,501.60	\$ -	1,239.00	\$ 2,973.60	\$ -	10,585.00	\$ 25,404.00
10	REMOVE CONCRETE (WALK & DRIVEWAY)	3570.00	SQ YD	\$4.70	\$16,779.00	1,285.00	\$ 6,039.50	\$ -	519.50	\$ 2,441.65	\$ -	369.00	\$ 1,734.30	\$ -	364.00	\$ 1,710.80	\$ -	2,537.50	\$ 11,926.25
11	REMOVE BITUMINOUS PAVEMENT (STREET)	37959.00	SQ YD	\$2.60	\$98,693.40	10,820.00	\$ 28,132.00	\$ -	5,293.00	\$ 13,761.80	\$ -	2,802.00	\$ 7,285.20	\$ -	4,267.00	\$ 11,094.20	\$ -	23,182.00	\$ 60,273.20
12	REMOVE BITUMINOUS PAVEMENT (DRIVEWAY)	1358.00	SQ YD	\$5.25	\$7,129.50	315.00	\$ 1,653.75	\$ -	110.30	\$ 579.08	\$ -	96.00	\$ 504.00	\$ -	101.00	\$ 530.25	\$ -	622.30	\$ 3,267.08
13	REMOVE HYDRANT	13.00	EACH	\$370.00	\$4,810.00		\$ -	\$ -	7.00	\$ 2,590.00	\$ -		\$ -	\$ -		\$ -	\$ -	7.00	\$ 2,590.00
14	REMOVE DRAINAGE STRUCTURE	35.00	EACH	\$370.00	\$12,950.00		\$ -	\$ -		\$ -	\$ -	26.00	\$ 9,620.00	\$ -		\$ -	\$ -	26.00	\$ 9,620.00
15	REMOVE MANHOLE (SANITARY)	18.00	EACH	\$470.00	\$8,460.00	10.00	\$ 4,700.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	10.00	\$ 4,700.00
16	REMOVE SIGN	46.00	EACH	\$42.00	\$1,932.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
17	SALVAGE SIGN	7.00	EACH	\$42.00	\$294.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
18	SALVAGE MAILBOX	2.00	EACH	\$158.00	\$316.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
19	SALVAGE GATE VALVE	4.00	EACH	\$79.00	\$316.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
20	REINSTALL SIGN	5.00	EACH	\$315.00	\$1,575.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
21	REINSTALL MAILBOX	2.00	EACH	\$260.00	\$520.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
22	SPLIT RAIL WOOD FENCE	180.00	LIN FT	\$23.00	\$4,140.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
23	FURNISH & INSTALL SIGN (STREET NAME)	20.00	EACH	\$525.00	\$10,500.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
24	FURNISH & INSTALL SIGN PANEL, TYPE C	221.00	SQ FT	\$73.50	\$16,243.50		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
25	SELECT GRANULAR BORROW	10822.00	CU YD	\$27.80	\$300,851.60		\$ -	\$ -	1,893.00	\$ 52,625.40	\$ -		\$ -	\$ -		\$ -	\$ -	1,893.00	\$ 52,625.40
26	COMMON BORROW	1900.00	CU YD	\$8.40	\$15,960.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
27	COMMON EXCAVATION	28389.00	CU YD	\$17.30	\$491,129.70	3,073.00	\$ 53,162.90	\$ -	1,105.00	\$ 19,116.50	\$ -	948.00	\$ 16,400.40	\$ -	389.00	\$ 6,729.70	\$ -	5,515.00	\$ 95,409.50
28	SUBGRADE EXCAVATION	3380.00	CU YD	\$12.60	\$42,588.00	507.00	\$ 6,388.20	\$ -	176.00	\$ 2,217.60	\$ -	161.00	\$ 2,028.60	\$ -		\$ -	\$ -	844.00	\$ 10,634.40
29	GEOTEXTILE FABRIC TYPE V	46060.00	SQ YD	\$1.60	\$73,696.00		\$ -	\$ -	3,358.00	\$ 5,372.80	\$ -		\$ -	\$ -		\$ -	\$ -	3,358.00	\$ 5,372.80
30	TRIAIAL GEOGRID	11520.00	SQ YD	\$4.70	\$54,144.00		\$ -	\$ -	2,644.00	\$ 12,426.80	\$ -		\$ -	\$ -		\$ -	\$ -	2,644.00	\$ 12,426.80
31	AGGREGATE SURFACING (CV), CLASS 5 (DRIVEWAY / ALLEYS)	249.00	CU YD	\$33.60	\$8,366.40	19.00	\$ 638.40	\$ -	11.00	\$ 369.60	\$ -	4.00	\$ 134.40	\$ -	9.00	\$ 302.40	\$ -	43.00	\$ 1,444.80
32	AGGREGATE BASE, CLASS 5	9939.00	CU YD	\$29.40	\$292,206.60	450.00	\$ 13,230.00	\$ -	157.00	\$ 4,615.80	\$ -	143.00	\$ 4,204.20	\$ -		\$ -	\$ -	750.00	\$ 22,050.00
33	BITUMINOUS PATCH (DRIVEWAY)	1247.00	SQ YD	\$42.00	\$52,374.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
34	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	3617.00	TON	\$84.00	\$303,828.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
35	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,B)	6025.00	TON	\$83.00	\$500,075.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
36	CONSTRUCT SANITARY MANHOLE, DES 4007C	219.60	LIN FT	\$444.00	\$97,502.40	124.22	\$ 55,153.68	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	124.22	\$ 55,153.68
37	CONSTRUCT SANITARY MANHOLE, DES SPECIAL	9.00	LIN FT	\$1,162.00	\$10,458.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
38	CONSTRUCT 6" INSIDE DROP	3.90	LIN FT	\$564.00	\$2,199.60		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
39	CONSTRUCT 8" OUTSIDE DROP	4.00	LIN FT	\$1,500.00	\$6,000.00	4.00	\$ 6,000.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	4.00	\$ 6,000.00
40	FURNISH & INSTALL CHIMNEY SEAL	22.00	EACH	\$244.00	\$5,368.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
41	4" FORCEMAIN	80.00	LIN FT	\$51.10	\$4,088.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
42	6" FORCEMAIN	20.00	LIN FT	\$61.00	\$1,220.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
43	8" SANITARY SEWER PIPE	4751.00	LIN FT	\$58.20	\$276,508.20	3,448.00	\$ 200,673.60	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	3,448.00	\$ 200,673.60
44	10" SANITARY SEWER PIPE	1939.00	LIN FT	\$68.60	\$133,015.40	1,320.00	\$ 90,552.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	1,320.00	\$ 90,552.00
45	6" SANITARY SEWER SERVICE PIPE	4466.00	LIN FT	\$30.60	\$136,659.60	2,598.00	\$ 79,498.80	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	2,598.00	\$ 79,498.80
46	8" x 6" WYE	88.00	EACH	\$703.00	\$61,864.00	58.00	\$ 40,774.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	58.00	\$ 40,774.00
47	10" x 6" WYE	29.00	EACH	\$1,050.00	\$30,450.00	20.00	\$ 21,000.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	20.00	\$ 21,000.00
48	SANITARY SEWER CLEANOUT	117.00	EACH	\$530.00	\$62,010.00	67.00	\$ 35,510.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	67.00	\$ 35,510.00
49	CONNECT TO EXISTING SANITARY FORCEMAIN	2.00	EACH	\$2,024.00	\$4,048.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
50	CONNECT TO EXISTING SANITARY MAIN	5.00	EACH	\$1,880.00	\$9,400.00	4.00	\$ 7,520.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	4.00	\$ 7,520.00
51	CONNECT TO EXISTING SANITARY MANHOLE	3.00	EACH	\$2,417.00	\$7,251.00	1.00	\$ 2,417.00	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -	1.00	\$ 2,417.00
52	4" WATERMAIN	33.00	LIN FT	\$43.30	\$1,428.90		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
53	6" WATERMAIN	8774.00	LIN FT	\$42.70	\$374,649.80		\$ -	\$ -	5,304.00	\$ 226,480.80	\$ -		\$ -	\$ -		\$ -	\$ -	5,304.00	\$ 226,480.80
54	8" WATERMAIN	60.00	LIN FT	\$61.40	\$3,684.00		\$ -	\$ -	57.00	\$ 3,499.80	\$ -		\$ -	\$ -		\$ -	\$ -	57.00	\$ 3,499.80
55	10" WATERMAIN	5.00	LIN FT	\$93.00	\$465.00		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -
56	6" GATE VALVE AND BOX	51.00	EACH	\$2,900.00	\$147,900.00		\$ -	\$ -	29.00	\$ 84,100.00	\$ -		\$ -	\$ -		\$ -	\$ -	29.00	\$ 84,100.00
57	8" GATE VALVE AND BOX	1.00	EACH	\$3,900.00	\$3,900.00		\$ -	\$ -	1.00	\$ 3,900.00	\$ -		\$ -	\$ -		\$ -	\$ -	1.00	\$ 3,900.00
58	WATERMAIN FITTINGS	2520.00	POUND	\$15.90	\$40,068.00		\$ -	\$ -	1,533.00	\$ 24,374.70	\$ -		\$ -	\$ -		\$ -	\$ -	1,533.00	\$ 24,374.70
59	HYDRANT	15.00	EACH	\$7,409.00	\$111,135.00		\$ -	\$ -	8.00	\$ 59,272.00	\$ -		\$ -	\$ -		\$ -	\$ -	8.00	\$ 59,272.00
60	1" WATER SERVICE PIPE	2998.00	LIN FT	\$24.20	\$72,551.60		\$ -	\$ -	2,115.00	\$ 51,183.00	\$ -		\$ -	\$ -		\$ -	\$ -	2,115.00	\$ 51,183.00
61	1" CORPORATION STOP & SADDLE	95.00	EACH	\$619.00	\$58,805.00		\$ -	\$ -	59.00	\$ 36,521									



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Approving Request to Close a Portion of 6th Avenue for their 150th Anniversary Celebration

SECTION: Consent

FROM: Meagan Theisen, Assistant City Administrator
Pastor Loder

BACKGROUND: Pastor Loder requested for an area in front of St. James School to be closed on Saturday, September 20th from Noon to 5 pm for their 150th Anniversary Celebration. They will have a service at 1 pm with a reception and yard games to follow.



COUNCIL ACTION REQUESTED: Approve the Street Closure on 6th Ave as requested.

ATTACHMENTS: None.



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Purchase of Grass Rig for Fire Department

SECTION: Consent

FROM: Eric Stoll, Fire Chief

BACKGROUND: The Minnesota DNR sells surplus equipment to units of government at discounted rates. Currently, a grass rig is available for \$14,000 and the HLFD is pursuing purchase. This purchase would replace the existing 1997 Chevy Grass Rig.

At the time this agenda item was written, specifications were requested but not received. The proposed will require separate motions to approve the purchase of the replacement grass rig and authorize the sale or disposal of the current grass rig.

FINANCIAL: \$14,000 paid out of the HLFD Capital Fund. There is \$70,000 earmarked in the CIP for this purchase.

LEGAL: The City is legally permitted to purchase direct from the MN DNR in this manner rather than get quotes or bids.

STRATEGIC INITIATIVE: Deliver High Quality Public Services

COUNCIL ACTION REQUESTED: The proposed will require separate motions to approve the purchase of the replacement grass rig and authorize the sale or disposal of the current grass rig.

ATTACHMENTS:



Howard Lake Fire Department

Eric Stoll, Fire Chief

817 7th St - PO Box 309 - Howard Lake, MN 55349

Phone: 320-299-3771 | FireChief@howard-lake.mn.us | www.howard-lake.mn.us



August 15, 2025

Mayor Zimmerman, City Council,

Administrator Haggenmiller,

The Howard Lake Fire Department is looking for approval from the City Council to purchase a 2015 GMC pickup truck from the MN DNR. This truck would replace our current 1997 Chevy pickup (grass 11).

When we purchased our current Grass 12 from the DNR in 2022 we asked to be put on waiting list for a possible replacement for our current grass 11.

At our meeting on August 12th, the members of the department MSP of the purchase of this vehicle. We would now need the council approval to continue on with the purchase.

The vehicle we are looking to purchase is a 2015 GMC regular cab 1 ton chassis, 6.6diesel, with approximately 99000 miles. Purchase price is \$14,000. We did look into price and found similar year, miles, selling for 20-22000 dollars. This would be funded from our Truck Capital Fund, which we currently are due to replace G11 on and current allocation for this truck is \$70,000. Any other funds that would be needed to get new rig up and running i.e. paint, emergency lights, radio can either be taken from our current budget equipment fund or our Relief Association equipment fund.

The HLFDD has no use for our current grass 11 (1997 Chevy) with the approval of the new truck purchase. So we are also looking for council to authorize this vehicle as surplus equipment and allow us to sell or dispose of this vehicle. We plan to list vehicle on couple different state surplus vehicle sites or list on statewide auction site we sold our former SCBA units on.

Respectfully Submitted,

Eric Stoll

Fire Chief

Howard Lake Fire Department





HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Resolution 25-21 Approving JPA Minnesota Criminal Bureau of Apprehension for CJDN Services

SECTION: Police Department

FROM: Chief Thompson

BACKGROUND: It is time to renew our Master Joint Powers Agreement (JPA) and Court Services Amendment, as they are expiring soon. The purpose of the Master JPA and Court Services Amendment is to allow for continued access to BCA data, systems, and tools for criminal justice purposes, through the BCA's criminal justice data communications network (CJDN). The department uses this network for our daily operations. The department is also required to report monthly crime data and complete other state required reporting. Most of this reporting is done through the BCA's CJDN.

FINANCIAL: No change.

LEGAL: Access is required to make mandatory reports.

STRATEGIC INITIATIVE:

1. Ensure a Safe Healthy Community
-

COUNCIL ACTION REQUESTED

1. Approve Resolution 25-21 Approving JPA Minnesota Criminal Bureau of Apprehension for CJDN Services
2. Approve JPA Between the City of Howard Lake and the Minnesota Criminal Bureau of Apprehension.

ATTACHMENTS:

1. Resolution 25-21
2. JPA and Court Amendment



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 Police Department ("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. The bills are sent annually for a total annual cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and 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:	Diane Bartell, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.2590

Email Address: Diane.Bartell@state.mn.us

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

Name: David Thompson, Chief
Address: 625 8th Ave
PO Box 736
Howard Lake, MN 55349
Telephone: 320.543.3670
Email Address: dthompson@howard-lake.mn.us

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: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(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 Police Department (“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 264710, 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: (1) 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: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(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. 25-21

**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 Chief of Police, Dave 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.
3. That the Berglund, Baumgartner & Glasser LLC, 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 Pete 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 18th day of August, 2025.

CITY OF HOWARD LAKE

By: Pete Zimmerman
Its Mayor

ATTEST: _____
By: Nick Haggenmiller
Its City Clerk



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: CONSIDER SETTING FALL CLEAN UP DATES AND TERMS

SECTION: Consent

FROM: Megan Theisen, Assistant City Administrator

BACKGROUND:

Proposed 2025 Fall Clean-up guidelines –

- Friday, October 10th – Saturday, October 11th
- Friday 1PM to 7PM & Saturday 8AM – 12PM.
- City of Howard Lake residents only, ID with proof of residency to be checked at the gate.

Proposed fees:

<u>Accepted:</u>	<u>Accepted:</u>	<u>PROHIBITED</u>
Small Load - \$15.00	Appliances - \$15.00	Paint
Medium Load - \$20.00	Small Electronics - \$10.00	Hazardous Chemicals
Oversized Load - \$25.00	Monitors/Tube/ Console TV - \$60.00	Construction Materials
Couch/Upholstered - \$30.00	Flat Screen TV - \$10 + \$1/Inch	Fluorescent Tubes
Small Upholstered Chair - \$10.00	Scrap Metal - FREE	Commercial/Contractors
Mattress - \$30.00		*Township Residents
Box Spring - \$30.00		
Tires without rim - \$5.00		
Tire with rim - \$10.00		

Staff will advertise the clean-up dates on the City website, Facebook, and the Herald Journal.

COUNCIL ACTION REQUESTED: Set dates and time for the 2025 Fall Clean-up and approve fees.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Awarding Downtown Revitalization Grants

SECTION: Consent

FROM: Nick Haggemiller, City Administrator

BACKGROUND: The City has had an established Downtown Revitalization Grant program since 2016. The program was intended to spur façade improvements coinciding with the renovation of the Historic City Hall. The program has been used by a handful of property owners per year. This program was further expanded and touted in 2025 as means to assist business owners who are experiencing hardship related to the US12 MNDOT Project.

The following businesses have submitted applications for review/approval:

- **Heritage Square – Landscaping, Flagpole Repair & Exterior Lighting Upgrades**

The businesses have submitted applications that are deemed complete and fit the guidelines of the program.

FINANCIAL: The applicant is requesting for a grant in the amount of \$2150 to be paid from the general fund.

STRATEGIC INITIATIVE → Foster Robust Business Community and Vibrant Downtown
Strategic Objective → Vibrant Storefronts and Preserved Historic Buildings

LEGAL: The City is able to fund programs such as this under the economic development provision.

COUNCIL ACTION REQUESTED: Approve Downtown Revitalization Grants as presented.

ATTACHMENTS: Application



APPLICANT NAME: Laura Udell on behalf of
 BUSINESS NAME: Heritage Square Apartments
 PROPERTY ADDRESS: 1111 7th St. Howard Lake, MN
 PROPERTY OWNER: Heritage Square Senior Housing, LP
 OWNER ADDRESS: 1111 7th St. Howard Lake, MN
 EMAIL: laura.udell@ccinvest.com
 PHONE: 612-849-2259
 DATE SUBMITTED: 8/18/2025

PROJECT DESCRIPTION (Include details of improvements, scope, design, timeline and cost estimates)
 Please see attached for project description.

PROPOSED USE OF FUNDS
 Please see attached for proposed use of funds.

AMOUNT REQUESTED \$2150 TOTAL PROJECT ESTIMATE \$3000
 assumes extra cost to finish upgrading exterior lighting

CONTRACTOR(S) INFORMATION _____ LICENESSE NUMBER _____
 Zitzloff for landscaping; have not yet obtained bids for flag pole. If budget allows light fixture upgrade, we can install these in house.

SIGNATURES & ACKNOWLEDGEMENTS

PROJECT LEAD Laura Udell/Regional Manager
 PROPERTY OWNER Heritage Square Senior Housing, LP

By signing this application, you acknowledge that is full and accurate to the best of your knowledge. That funds obtained under the grant agreement must be approved by the City prior to releasing funds unless otherwise noted. The City reserves the right to reject part or all of applications as deemed appropriate. Finally, the funds received under the program will be used in a manner consistent with the terms presented and failure to do so may result in the applicant not receiving funding or having to pay back grant proceeds. Receiving funding does not negate the need to obtain any other city approvals related to planning, zoning or building permits.

GENERAL SUBMITALS

1. Property Information
2. Project Estimates/Bids
3. Pictures, design sketches etc

Proposed Use of Funds

Heritage Square is an affordable senior housing community operating on limited funding. We are seeking support for:

- Restore and enhance landscaping along our Hwy 12 frontage, correcting areas impacted by recent construction and improving the entrance's visual appeal.
- Repair our flagpole and install a new flag to restore a meaningful symbol for our residents.
- Upgrade two exterior light fixtures at the main entrance to improve safety and aesthetics.

If awarded, we would be fully satisfied with funding for these three priorities. Should additional funds remain, we would either return the excess or use it to continue replacing exterior fixtures around the building. If no excess remains, we plan to include further lighting upgrades in our 2026 budget.

Project Description:

We are proposing a small-scale landscape and exterior improvement project at Heritage Square, with the goal of enhancing curb appeal along the Highway 12 stretch. The project includes:

- **Landscape Enhancements:**
 - Add missing river rock around the monument sign (left unfinished from recent construction).
 - Install ornamental grasses and day lilies or other low-maintenance perennials around monument sign.
 - Remove existing ornamental grasses to the left of the main entrance sidewalk and replace with low-maintenance perennials on both sides.
 - **Estimated Cost:** \$750 (ballpark estimate from Zitzloff Landscaping).
 - **Timeline:** To be completed before winter.
- **Flagpole Repair:**
 - Repair the existing flagpole and install a new flag.
 - A vendor with a lift will be required.
 - **Estimated Cost:** \$1,000 (majority estimated cost coming from lift - bids not yet obtained).
 - **Timeline:** ASAP, before winter.
- **Exterior Lighting Upgrade:**

- Replace two outdated exterior light fixtures at main entrance with modern fixtures that complement the building's aesthetic.
- Installation will be completed in-house by our maintenance technician.
- **Estimated Cost:** \$400 (approx. \$150 per fixture).
- **Timeline:** To be completed before winter.



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: CONSIDER APPROVING RESOLUTION 25-24 AUTHORIZING THE CITY ADMINISTRATOR AND MAYOR TO EXECUTE AND SUBMIT DOCUMENTS FOR STREET AND UTILITY FINANCING & PROJECT ADMINISTRATION

SECTION: Consent

FROM: Nick Haggemiller, City Administrator

BACKGROUND: In 2023, the city council adopted resolution 23-19 which provided authorization to the mayor and city administrator to execute documents related to financing for the Street and Utility Reconstruction project. However, as we move into construction administration our USDA representative has indicated this resolution does not provide authority for additional project matters such as pay applications. Therefore, this resolution is similar, but broadens scope and authority to all project related documents.

FINANCIAL: The action itself does not have a financial consequence.

LEGAL: This resolution provides a legal and transparent mechanism for the timely processing of payments and documents related to infrastructure projects.

STRATEGIC INITIATIVE: Encourage creative and cooperative service delivery.

COUNCIL ACTION REQUESTED: Adopt resolution authorizing the city administrator and mayor to execute, submit documents for street and utility project financing and general project administration.

ATTACHMENTS:

1. Resolution 25-24

RESOLUTION 25-24

**AUTHORIZING THE CITY ADMINISTRATOR AND MAYOR TO EXECUTE AND
SUBMIT DOCUMENTS
FOR STREET AND UTILITY FINANCING & PROJECT ADMINISTRATION**

WHEREAS, The City Council hereby finds and declares that is necessary to provide explicit and total authority to the City Administrator and Mayor to execute documents, applications, contractor and vendor pay applications and other documentation necessary to fund and construct proposed street and utility improvements; and,

WHEREAS, Such action is considered necessary to advance the project within the timeframe and expectations of various funding sources including but not limited to USDA, Public Facilities Authority and other traditional financing sources available to municipalities; and,

BE IT RESOLVED by the City Council of the City of Howard Lake, State of Minnesota (herein, the “City”), as follows:

1. This authority shall be exercised in accordance with applicable laws, City policies, and prior approvals granted by the City Council regarding project scope, budget, and funding sources.
2. The City Clerk is directed to retain executed copies of all such documents as part of the City’s official records.
3. The city administrator and mayor have authority to execute any and all supporting documents and applications, contracts, pay applications, change orders, and all other related documents deemed necessary for successful completion of the public infrastructure projects.

Whereupon said resolution was declared and duly passed and adopted.

Pete Zimmerman, Mayor

Nick Haggemiller, City Administrator

**CITY OF HOWARD LAKE
COUNTY OF WRIGHT
STATE OF MINNESOTA**

**NOTICE OF PUBLIC HEARING
ON THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-25
WITHIN MUNICIPAL DEVELOPMENT DISTRICT NO. 1**

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Howard Lake, Wright County, Minnesota, will hold a public hearing on Monday, August 18, 2025, at approximately 7:00 o'clock p.m., at the Howard Lake City Hall in the City of Howard Lake, Minnesota, relating to the (a) the proposed establishment of Tax Increment Financing District No.1-25 within Municipal Development District No. 1, and (b) the adoption of the Tax Increment Financing Plan relating thereto, all pursuant to and in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, inclusive, as amended (the "Act"). Copies of the Tax Increment Financing Plan as proposed to be adopted will be on file and available for public inspection at the office of the City Administrator at City Hall.

The property included in Tax Increment Financing District No. 1-25 is described in the Tax Increment Financing Plan on file in the office of the City Administrator. A map of the proposed Tax Increment Financing District is set forth below:

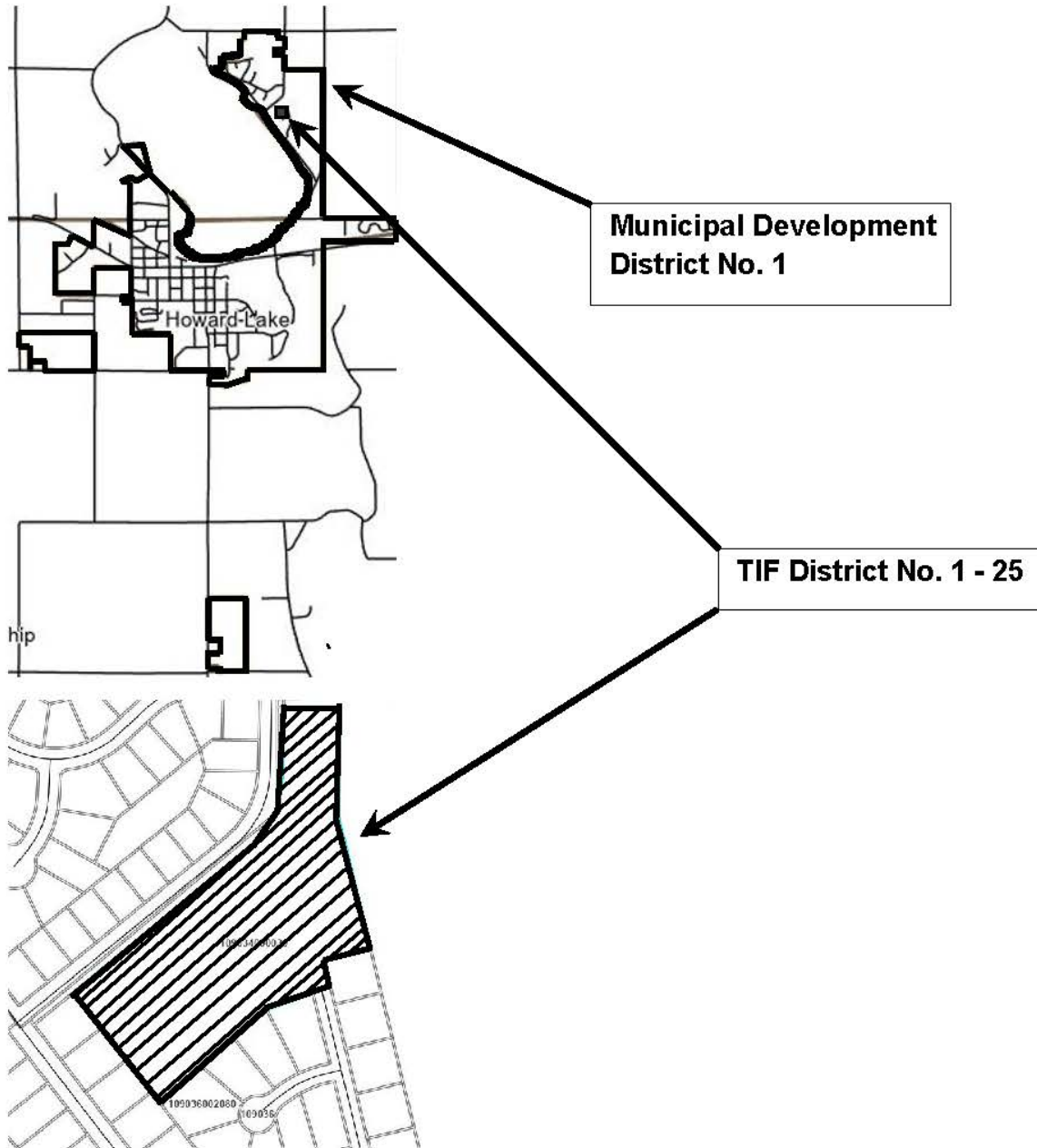
(INSERT MAP of Tax Increment Financing District)

All interested persons may appear at the hearing and present their view orally or in writing.

BY ORDER OF THE CITY COUNCIL

/s/ Nick Haggenmiller,
City Administrator

City of Howard Lake, Minnesota
Tax Increment Financing District No. 1-25



The boundaries of Municipal Development District No. 1 are coterminous with the City Limits as may be modified from time to time.

Exhibit 1



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Resolution 25-22 Adopting TIF Plan and Authorizing Execution of TIF Agreement.

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: JP Land and JP Brooks, a regional home builder has provided a concept plan for a plat of 27 single family homes to be constructed at Lake Golf Estates. Citing the high cost of land as well as cost prohibitive public infrastructure such as streets and utilities, the developer has requested tax increment financing assistance.

Through negotiations between the City and developer, the concurrence was to provide a 20 year TIF equivalent to anticipated cost of public infrastructure costs. However, the City would retain increments equal to estimated cost of the operation and maintenance of the public infrastructure as well as admin fees during the life of the district. The developer is also responsible for standard development fees including the cost of the TIF district creation.

FINANCIAL: The City is charged a fee of \$6,500 to create the TIF district. The total subsidy of the 20 year district is estimated at \$1.8Million with the City retaining an estimated \$400,000 related to anticipated expenses over the district.

LEGAL: The City's financial advisor, David Drown and Associates (Shannon Sweeney) and TIF Attorney, TAFT Law, drafted the relevant materials for this development.

STRATEGIC INITIATIVE:

1. Develop a livable community for all.
→ Encourage diverse quality of housing stock for all.

COUNCIL ACTION REQUESTED: Consider Resolution 25-22 Adopting TIF Plan and Authorizing Execution of TIF Agreement.

ATTACHMENTS:

1. Concept Plan
2. Sweeney Memo
3. JP Brooks Letter of Understanding
4. TIF Plan
5. TIF Agreement
6. Resolution 25-22 Adopting TIF Plan

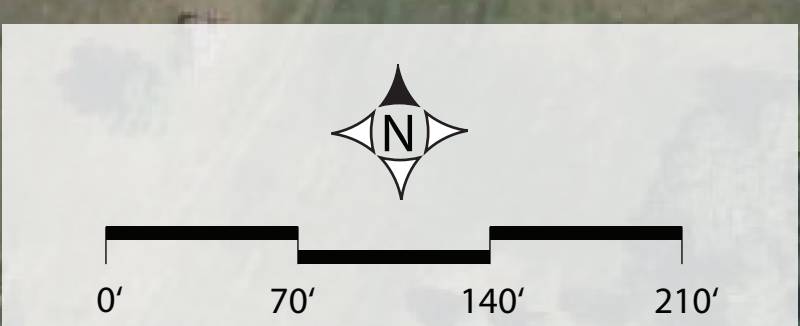
ILLUSTRATIVE NEIGHBORHOOD PLAN



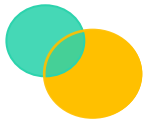
Project Boundary

CONCEPT DATA	
Site Zoning:	ASR-1A
Gross Site Area:	8.1 ac
Public R/W:	1.1ac 50' wide public right-of-way
Net developable:	7.0ac
Total Lots:	27 lots
55' single family:	9 lots
65' single family:	18 lots
Overall Gross Density:	3.4 lots/ac (27 lots / 8.0 gross site acres)
Overall Net density:	3.9 lots/ac (27 lots / 7.0 net developable acres)
Aerial photography from state of Minnesota; Topography from State LiDAR	

LEGEND	
	55' - Single Family
	65' - Single Family



HOWARD LAKE



August 12, 2025

City of Howard Lake
Attn: Nicholas Haggenmiller, City Administrator
P.O. Box 736
Howard Lake, MN 55349

Honorable Mayor, Council Members, and Administrator Haggenmiller:

The City of Howard Lake has been working with JPB Land, LLC which has site control of a parcel that they intend to develop for single-family residential housing. JPB Land, LLC intends to develop 27 lots for the purpose of developing additional single-family homes. The developer has requested tax increment financing assistance to make the lots more affordable.

Tax Increment Financing or TIF is a tool that captures new property taxes that are generated as a result of new development that occurs within the boundaries of a designated TIF District. For the proposed project, the City is considering the creation of a housing tax increment district which can capture tax increments for up to 26 years. A housing tax increment district would impose income restrictions on the owner-occupied housing units. The housing unit income restrictions would be applied to the first occupants only, and would include the following for 2025 (adjusted annually):

Two or fewer occupants: Gross household income of less than the greater of 100% of County or Statewide Median Income (Less than \$132,400 for 2025)

Three or more occupants: Gross household income of less than the greater of 115% of County or Statewide Median Income (Less than \$152,260 for 2025)

If the developer chooses to sell lots to non-income qualified first occupants, those homes/lots would be removed from the Tax Increment Financing District and would not generate tax increments but would be on the local property tax rolls.

For tax increment financing to be available for a project, the city must undertake a process defined by Minnesota Statutes to create a tax increment district. A public hearing is required as part of this process which will be held at the August 18, 2025, City Council meeting. The purpose of the public hearing is to receive public comment regarding the creation of the proposed tax increment district.

Copies of the tax increment plan have also been distributed to Wright County and the HLWW School District in advance of the public hearing. Following the public hearing the City Council will be asked to consider a resolution adopting a tax increment plan and authorizing the execution of a development agreement providing for tax increment assistance.

A summary of the terms of assistance in the development agreement includes the following:

The City will agree to the following:

1. The City Council shall create TIF District 1-25 (housing district) for the purpose of providing PAYGO TIF assistance (TIF reimbursement) for a term of up to 20 years. The assistance shall commence with taxes payable 2028 and consist of 82% of the available increment generated by the project. Said assistance shall not exceed \$1,811,025 or costs actually incurred in developing the public infrastructure that serves the housing units. No interest will be paid on the note.

JPB Land, LLC will agree to the following:

1. Complete construction of the public improvements according to the terms of the development agreement.
2. Make all property tax and public utility payments on time and in full.
3. Agree to verify incomes for first occupants of owner-occupied housing.

A copy of the tax increment plan and development agreement (TIF Assistance) are attached for your consideration. Please feel free to contact me if I can be of any assistance in answering questions regarding the information provided. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Shannon Sweeney".

Shannon Sweeney, Associate
David Drown Associates, Inc.



Development Fees

JP Brooks agrees to pay standard city development fees upfront. These fees are eligible as eligible reimbursements under the proposed TIF Agreement:

City of Howard Lake Entitlement Fees			
Description	Unit	Sub	TOTAL
TIF Creation	\$6,500		\$ 6,500
PUD Establishment	\$300		\$ 300
Concept Plan	\$300		\$ 300
Preliminary Plat	\$670		\$ 670
Final Plat	\$670		\$ 670
Sanitary Sewer Trunk	\$4,082	8.07	\$ 32,982
Water Area Main Fee	\$2,711	8.07	\$ 21,904
Storm Area Main Fee	\$500	8.07	\$ 4,044
	\$15,733	-	\$67,370
LEAF Fees	Billed Monthly		
Park Dedication	TBD		

TIF Terms

City to agree to establish Housing TIF District at developers expense to provide reimbursement up to 100% of eligible increment up to 20 years in length less anticipated municipal expenses incurred during the duration of the TIF district including an assumption of 3% annual inflation to 10 years or the mid term of the TIF district:

-	Street O&M	\$276,936
-	Pond O&M	\$45,037
-	Park O&M	\$20,000
-	TIF District Admin	\$48,800
	TOTAL	\$390,773

Total Estimated TIF Subsidy \$1,869,169



Timeline and Submittals

JP Brooks will provide anticipated drop date to make application for various approvals. (TBD)

City of Howard Lake anticipates the following general approvals

TBD Developer Delivered Materials

- Make application for Preliminary Plat & Planned Unit Development

Meeting/Month 1 Planning Commission

- Public Hearing Preliminary plat
- PUD

Meeting/Month 2 City Council meeting

- Address all comments related to Preliminary Plat approval and make application for Final Plat
- TIF Plan & TIF Agreement Approval

Meeting/Month 3 City Council meeting

- Make application for Final Plat

August 18 City Council

- Approves Final Plat & Development Agreement, PUD

City of Howard Lake, Minnesota

Tax Increment Financing District No. 1-25 (Greens of Howard Lake Housing Project)

To be Adopted: August 18, 2025



DDA

David Drown Associates, Inc.
Public Finance Advisors

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5029 Upton Avenue South
Minneapolis, MN 55410
612-920-3320 (phone); 612-605-2375 (fax)
www.daviddrown.com

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Tax Increment Financing Plan for Tax Increment Financing District No. 1-25

Section 1 Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"Authority" means the City Council of the City of Howard Lake, Minnesota.

"City" means the City of Howard Lake, Minnesota.

"City Council" means the City Council of the City of Howard Lake, Minnesota.

"County" means Wright County, Minnesota.

"County Board" means the County Board of the County.

"Developer" means any person or business entity undertaking construction or renovation of taxable property within the Project Area.

"Development District" means the City's previously established Municipal Development District No. 1, as modified.

"Development Program" means the Development Program for Municipal Development District No. 1, as modified.

"Project Area" means the geographic area of Municipal Development District No. 1.

"School District" means the Independent School District No. 2687 (Howard Lake-Waverly-Winsted District).

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive.

"TIF District" means Tax Increment Financing District No. 1-25.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

Section 2 Statement of Need and Public Purpose

There is a need for new development within the corporate limits of the City to provide affordable housing opportunities, to improve the tax base, and to improve the general economy of the state.

Section 3 Statutory Authorization

The Authority is empowered under the provisions of the TIF Act to establish a tax increment financing district.

Section 4 Statement of Objectives

See the Development Program for Municipal Development District No. 1.

Section 5 Specific Development Expected to Occur in the TIF District

JP Brooks (or its successors and assigns) is proposing to complete the public improvements for 27 single-family residential lots for the purpose of developing owner-occupied housing. The proposed project will assist in meeting the demand for affordable housing within the City of Howard Lake.

Section 6 Property to be Included in the TIF District

The TIF District includes vacant land that is presently in the process of being platted (parcel #:109034000030) . A map showing the location of the TIF District is provided in Exhibit 1 and the present parcel identification numbers and values are summarized in Exhibit 2. The area encompassed by the TIF District shall also include all street rights-of-way and utility or drainage easements located upon or adjacent to the property described in Exhibits 1 and 2.

Section 7 Estimated Sources and Uses of Funds (Public Costs)

The estimated costs of the proposed development in the TIF District which are eligible for reimbursement with tax increments of the TIF District and the projected sources of revenue available to fund these costs are summarized below.

Uses of Funds (Public Costs)

<u>Capital Costs:</u>	
Housing Project Costs	635,590
Utilities	650,000
Site Improvements	650,000
Streets & Sidewalks	<u>650,000</u>
	2,585,590
 <u>Finance Costs</u>	
Bond & Note Interest Payments	<u>\$750,000</u>
Subtotal Finance Costs	750,000
 <u>Administrative Costs</u>	
Administrative costs paid with TIF	<u>\$200,000</u>
 Total Uses of Funds	 \$3,535,590

Sources of Funds

Tax Increments	\$3,085,590
Interest Earnings	<u>450,000</u>
 Total Sources of Funds	 3,535,590

The Authority reserves the right to adjust the amount of any of the line items listed above or to incorporate additional eligible items, so long as the total estimated public cost is not increased.

Section 8 Estimated Impact on Other Taxing Jurisdictions

Exhibit 4 shows the estimated impact on other taxing jurisdictions if the projected Retained Captured Net Tax Capacity of the TIF District were hypothetically available to the other jurisdictions. The Authority believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since only limited development would have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base.

Section 9 Fiscal and economic implications

M.S. Section 469.175 Subdivision (2b) requires a specific description of the fiscal and economic implications of the proposed TIF District on City-provided services, plus an estimate of the total TIF that will be generated over the life of the TIF District attributable to each taxing jurisdiction.

City Service Costs. The proposed project is anticipated to result in the development of 27 housing units. New infrastructure will be installed/completed to serve a portion of the project by the Developer. Expected impacts on general government and administration expenses will be very small as the proposed project is anticipated to have little impact on existing services. The City proposes to provide TIF assistance by reimbursing a portion of the tax increments to the Developer. It is likely that the TIF District will not impact City debt levels and will not affect the City’s ability to borrow for future projects.

TIF Attribution. The City projects TIF collections will total \$3,085,590 over the life of the TIF District. Assuming current tax rates remain unchanged, \$1,606,398 will come from the City share of property taxes; \$868,419 from the County share, and \$610,772 from the School share of tax levy.

Section 10 Property to be acquired in the TIF District

The Authority may reimburse the developers or purchasers for the costs of any or all of the property located within the TIF District, and any such acquisition shall be considered authorized by this TIF Plan. Please see Exhibit 2 for a complete listing of parcels.

Section 11 Estimated Amount of Bonded Indebtedness

The Authority plans to provide TIF assistance by reimbursing a portion of the tax increments from the TIF District to the Developer. However, should the present development plan not materialize, the Authority reserves the right to issue G.O. TIF bonds of which tax increments will be responsible for the repayment of an amount not to exceed \$2,585,590 in principal and \$750,000 in interest (including capitalized). M.S. 475.58 Subd. 1 allows for the issuance of bonds that have a principal amount of up to 5 times the amount to be paid with tax increment.

Interfund Loans, including a negative balance in the TIF fund, must be authorized by resolution of the entity advancing the loan, within 60 days of the date money is transferred, advanced or spent. The resolution must include the terms and conditions for repayment of the loan to include, at a minimum, the source of the loan, the principal amount of the loan, the interest rate, and the maximum term. The interest rate to be charged on internal loans shall be 4% based upon the limit of the greater of the rates specified under Minnesota Statutes 270C.40 or 549.09 as of the date this Plan is approved. Terms may be modified or amended by the entity before the latest decertification of any District from which the advance or loan is to be repaid.

Section 12 Designation of TIF District as a Housing District (*not qualified*)

The Tax Increment District qualifies as a housing district. A housing district is a type of tax increment financing district which consists of a project intended for occupancy, in part, by persons or families of low and moderate income. Low and moderate income is defined by federal, state and sometimes local legislation. A housing district may contain and provide assistance to commercial, retail, or other nonresidential uses, as long as the square footage of these uses does not exceed 20% of the total square footage of buildings in the TIF District.

Housing districts are subject to various income limitations. For owner occupied residential property, 95% of the housing units must be initially purchased and occupied by individuals whose family income is less than or equal to the income requirements for qualified mortgage bond projects under Section 143(f) of the Internal Revenue Code. Generally, the initial occupants must have incomes of 100% or less of statewide median income for families of two or less, and 115% of statewide median income for families of three or more. For residential rental property, the property must satisfy the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. This requires that at least 40% of the units are rented to families with incomes at or below 60% of county median income, or 20% of the units rented to families with incomes at or below 50% of county median income, adjusted for family size. These requirements apply for the life of the District. The Authority will assure housing development within the District meets the above criteria. The Authority reserves the right, however, to remove property from the TIF District to accommodate proposed housing development(s) which do not meet these criteria.

Section 13 Original Net Tax Capacity

The County Auditor shall certify the Original Net Tax Capacity of the TIF District, which will be the total Net Tax Capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The Estimated Market Value of all property within the TIF District as of January 1, 2025 for taxes payable in 2026 is estimated to be \$96,800. Based on that value the Original Net Tax Capacity of the TIF District will be approximately \$1,210.

Each year the County Auditor will certify the amount that the Original Net Tax Capacity has increased or decreased as a result of:

1. changes in the tax-exempt status of property;
2. reductions or enlargements of the geographic area of the TIF District;

- 3. changes due to stipulation agreements or abatements; or
- 4. changes in classification rates.

Section 14 Original Local Tax Rate

The County Auditor will also certify the Original Tax Capacity Rate of the TIF District. This rate is the sum of all local tax rates that apply to property in the TIF District. This rate must match the same taxes payable year as the Original Net Tax Capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the Original Tax Capacity Rate of the TIF District. The sum of all local tax rates that apply to property in the TIF District for taxes payable in 2025 is **126.336%**. The final Original Local Tax Rate may be higher or lower than this value as the payable 2026 tax rate will be the frozen rate.

<u>Taxing Jurisdiction</u>	<u>Payable 2025 Tax Rate</u>
City of Howard Lake	65.772%
Wright County	35.556%
ISD # 2687	<u>25.007%</u>
Total	126.336%

The State property tax on commercial, industrial and certain other property classes is not captured by the TIF District. However, this state tax does not apply to owner-occupied (homestead) and multi-family residential property. Additionally, a portion of the school tax rate attributed to local operating costs is also not captured by the TIF District.

Section 15 Projected Retained Captured Net Tax Capacity and Tax Increment

Each year the County Auditor will determine the current Net Tax Capacity of all property in the TIF District. To the extent that this total exceeds the Original Net Tax Capacity, the difference is known as the Captured Net Tax Capacity of the TIF District. It is the Authority’s intention to retain 100% of the Captured Net Tax Capacity of the TIF District. Such amount shall be known as the Retained Captured Net Tax Capacity of the TIF District. Exhibit 3 estimates the total amount of retained net captured tax capacity, gross tax increments, adjustments, and the net tax increment revenues which will be available annually and cumulatively over the life of the TIF District.

Section 16 Statutory Duration of the TIF District

Housing districts may remain in existence through the end of the 25th year following receipt of the first tax increment, resulting in 26 TIF collections. The Authority anticipates that the TIF District will receive the first increment payment in 2028. The District is expected to remain in existence the maximum duration allowed by law (projected to be through 2053). Modifications of this plan (see Section 28) shall not extend these duration limits.

Section 17 Use of Tax Increments – Housing Districts

Tax increments derived from a housing district must be used solely to finance the costs of projects defined in Section 12. The cost of public improvements directly related to the housing projects and the allocated administrative expenses of the Authority may be included in the cost of a housing project.

Section 18 Use of Tax Increments – General

Each year the county treasurer will deduct an estimated 0.36% of the annual tax increment generated by the TIF District and pay such amount to the state general fund. Such amounts will be appropriated to the state auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit 3 shows the projected deduction for this purpose over the anticipated life of the TIF District.

The Authority has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

1. pay for the estimated public costs of the TIF District (including administrative expenses, see Section 7) and City administrative costs associated with the TIF District (see Section 22);
2. pay principal and interest on tax increment bonds, notes or other financial obligations issued to finance the public costs of the TIF District;
3. accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the public costs of the TIF District;
4. pay all or a portion of the county road costs as may be required by the County Board under M.S. Section 469.175, Subdivision 1a; or
5. return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless both County Boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations.

Tax increment cannot be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or Federal government. This prohibition does not apply to the construction or renovation of a parking structure, a common area used as a public park, or a facility used for social, recreational, or conference purposes and not primarily for conducting the business of the community.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sales of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

Section 19 “Green Acres”

A TIF District may NOT include parcels that qualified as “green acres” in any of the five (5) years preceding the request for certification, unless 85% of development in the district is restricted to qualified manufacturing or distribution facilities directly related to production of tangible personal property and paying at least 90% of its employees wages equal to or greater than 160% of the federal minimum wage, or the development in the district is a housing project.

Section 20 4-Year Knock-Down Rule

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the Original Net Tax Capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The Authority must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the Authority or owner of the parcel subsequently commences any of the above activities, the Authority shall certify to the County Auditor that such activity has commenced and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the Original Net Tax Capacity of the TIF District.

Section 21 Tax Increment Pooling – 5-year Rule

At least 80% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District. No more than 20% of the tax increments may be spent on costs outside of the TIF District, but within the boundaries of the Project Area. All administrative

expenses are considered to have been spent outside of the TIF District. Revenues derived from tax increments paid by properties in the district are considered to have been spent within the TIF District if such amounts are:

1. actually paid to a third party for activities performed within the TIF District within five years after certification of the district;
2. used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or
3. used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund.

Beginning with the sixth year following certification of the TIF District, at least 80% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The Authority also elects the option provided by M.S. 469.1763 to increase the amount of expenditures permitted outside the District by up to an additional 10%. However, these expenditures are limited to assisting housing which meets the requirements of a low income housing building defined under section 42(c) of the Internal Revenue Code.

The Authority expects that a portion of tax increments may be used for housing expenses elsewhere within the boundaries of Municipal Development District No. 1.

Section 22 Excess Tax Increment

On December 31st of each year, the Authority must determine the amount of excess increments for the TIF District. Excess increments may only be used to:

1. prepay any outstanding tax increment Bonds;
2. discharge the pledge of tax increments on any outstanding Bonds;
3. pay amounts into an escrow account dedicated to the payment of any outstanding Bonds; or
4. return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

Allocation of excess increments must be completed by September 31st in the year following the year in which the excess increments were generated

Section 23 Limitation on Administrative Expenses

Administrative expenses are defined as all costs of the Authority other than:

1. amounts paid for the purchase of land;
2. amounts paid for materials and services, including architectural and engineering services directly connected with the proposed development within the TIF District;
3. relocation benefits paid to, or services provided for, persons or businesses located within the TIF District; or
4. amounts used to pay interest on, fund a reserve for, or sell at a discount, tax increment bonds.

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the City in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total estimated public costs authorized by the TIF Plan or (b) 10% of the total tax increments actually received.

Section 24 Prior Planned Improvements

The City shall accompany its request for certification to the County Auditor with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the Original Net Tax Capacity of the TIF District by the Net Tax Capacity of each improvement for which a building permit was issued.

Section 25 Development Agreements

If more than 10% of the acreage of a project (which contains an economic development district) is to be acquired by the Authority with proceeds from tax increment bonds then, prior to such acquisition, the Authority must enter into an agreement for the development of the property. Such agreement must provide recourse for the Authority should the development not be completed.

Section 26 Exempt from Business Subsidy Laws

Minnesota Statutes 116J.991 requires an Authority providing a business with a subsidy worth \$25,000 to complete a subsidy approval process. Housing assistance, however, is exempt from the requirements.

Section 27 Assessment Agreements

The City may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be a reasonable estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, and if the project is valued below the minimum market value, also approved by the County and School District.

Section 28 Modifications of the Tax Increment Financing Plan

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; increase in the amount of bonded indebtedness to be incurred; increase in the amount of capitalized interest; increase in that portion of the Captured Net Tax Capacity to be retained by the Authority; increase in the total estimated public costs; or designation of additional property to be acquired by the Authority shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

1. the only modification is elimination of parcels from the Project Area or the TIF District; and
2. the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's Original Net Tax Capacity, or the Authority agrees that the TIF District's Original Net Tax Capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The Authority must notify the County Auditor of any modification that reduces or enlarges the geographic area of the Project Area or the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

Section 29 Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the Authority must submit a copy of such plan to the State Auditor's Office and the Department of Revenue. The Authority must also request that the County Auditor certify the Original Net Tax Capacity and Net Tax Capacity Rate of the TIF District. To assist the County Auditor in this process, the Authority must submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The Authority must also send the County Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District, and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County will distribute to the Authority the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the Retained Captured Net Tax Capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

1. Prior to July 1, the Authority shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to insure that the new value will be recorded in a timely manner.
2. If the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.
3. Each year the County Auditor shall certify the amount of the Original Net Tax Capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:
 - a. the value of property that changes from tax-exempt to taxable shall be added to the Original Net Tax Capacity of the TIF District. The reverse shall also apply;
 - b. the Original Net Tax Capacity may be modified by any approved enlargement or reduction of the TIF District;
 - c. if laws governing the classification of real property cause changes to the percentage of Estimated Market Value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the Original Net Tax Capacity and the Retained Captured Net Tax Capacity of the TIF District.

The County Auditor shall notify the Authority of all changes made to the Original Net Tax Capacity of the TIF District.

Section 30 Financial Reporting and Disclosure Requirements

The Authority is responsible for information and financial reporting on the activities of the TIF District. These responsibilities include:

1. Prepare and Publish an Annual Statement. No later than August 1 of each year, the Authority must prepare and publish an annual statement which includes at least the following information:
 - a. tax increment received and expended in that year
 - b. Original Net Tax Capacity
 - c. captured Net Tax Capacity
 - d. amount of outstanding bonded indebtedness
 - e. increments paid to other government bodies
 - f. administrative costs
 - g. increments paid directly or indirectly outside of the district
 - h. if a fiscal disparities contribution is computed under section 469.177, Subd. 3(a), the increase in property tax imposed on other properties in the municipality as a result of the fiscal disparities contribution in the manner prescribed by the commissioner of revenue.

A copy of the annual statement must also be provided to the State Auditor, county board and county auditor, and the municipality.

2. Prepare an Annual Report. (469.175 Subds. 5 and 6) The State Auditor enforces the provisions of the TIF Act and has full responsibility for financial and compliance auditing of the Authority's use of tax increment financing. The State Auditor's office provides detailed tax increment reporting forms for use in complying with annual reporting requirements. On or before August 1 of each year, the Authority and/or the City must prepare a status and financial report for the TIF District and submit it to the state auditor, the county board, the county auditor, and the governing body of the municipality, if the municipality is not also the authority.

Section 31 Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings:

1. The TIF District qualifies as a housing district;

See Section 12 of this document for the reasons and facts supporting this finding.

2. The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future, and the increased market value of the site that could reasonably be expected to occur without the use of tax increment would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan;

The project developer has indicated that TIF assistance is necessary to control certain development costs such that a reasonable lot cost can be achieved which will enable the developer to secure private financing and sell completed homes at prices generally accepted in the Howard Lake housing market. Without assistance, the developer believes that the project will not be able to achieve final pricing that will enable the developer to be successful.

A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed. Such analysis is included as Exhibit 5, indicates that:

- a. The increase in estimated market value of the proposed developments is \$10,125,000; and
 - b. The present value of expected tax increments collected over the maximum duration of the TIF District is \$1,727,643; and
 - c. The expected increased estimated market value of the site without the use of tax increment is \$1,000,000, assuming the land is developed for other purposes.
3. The TIF Plan conforms to the general plan for development or redevelopment of the City as a whole.

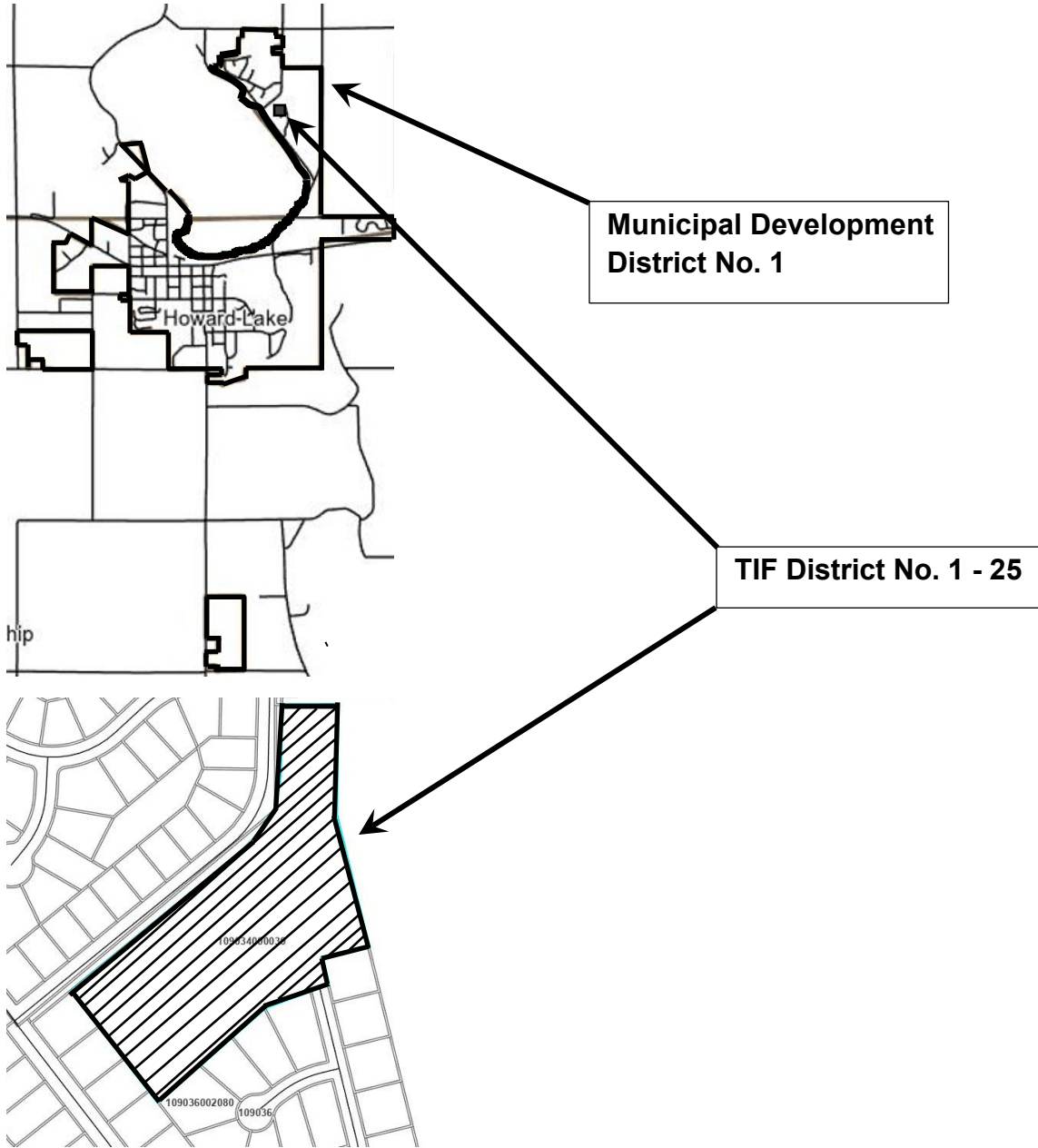
The reasons and facts supporting this finding are that the housing developments proposed for the TIF District are generally consistent with the City's development plan and zoning ordinances, and serves to promote the City's development objectives.
 4. The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the Project Area by private enterprise.

The reasons and facts supporting this finding are that the development activities are necessary so that development and redevelopment by private enterprise can occur within Municipal Development District No. 1.

Exhibits

Map of Financing District and Project Area	Exhibit 1
Parcels and Valuations	Exhibit 2
Tax Increment Projections	Exhibit 3
Statement of Fiscal and Economic Impacts	Exhibit 4
Market Value Analysis	Exhibit 5

City of Howard Lake, Minnesota
Tax Increment Financing District No. 1-25



The boundaries of Municipal Development District No. 1 are coterminous with the City Limits as may be modified from time to time.

Exhibit 1

City of Howard Lake, Minnesota
TIF District No. 1-25

Parcel Summary -- Areas, Values & Conditions



Owner of Record	Parcel I.D.#	Land Value	Building Value	Total Value	Est. Original Tax Cap.
Paul Hockert	109034000030	96,800	-	96,800	1,210
		-	-	-	-
		96,800	-	96,800	1,210

**City of Howard Lake, Minnesota
TIF District No. 1-25**

Tax Increment Projections

Valuations & Projected Increases

	Market	Tax Capacity
Original Values	96,800	1,210
Increased Value: (375,000 per/27 total)	375,000	3,622

Tax Rate Assumptions:

	2025 Tax Rate
City of Howard Lake	65.772%
Wright County	35.556%
School District 2687	25.007%
Other	0.000%
	<u>126.336%</u>

Projected Tax Increment

Payable Year	Original Tax Capacity	Projected Tax Capacity	Net Captured Tax Capacity	Less Fiscal Disparities	Retained Net Captured Tax Capacity	Projected Tax Rate*	Gross Tax Increment	Adjustments		TOTAL NET REVENUES
								10.00% Admin. Retainage	0.36% State Auditor's Deduction	
2026	1,210	1,210	-	-	-	126.34%				
2027	1,210	1,210	-	-	-	126.34%				
2028	1,210	50,708	49,498	-	49,498	126.34%	62,534	6,253	225	56,055
2029	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2030	1,210	76,062	74,852	-	74,852	126.34%	94,565	9,457	340	84,768
2031	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2032	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2033	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2034	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2035	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2036	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2037	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2038	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2039	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2040	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2041	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2042	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2043	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2044	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2045	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2046	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2047	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2048	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2049	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2050	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2051	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2052	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
2053	1,210	97,794	96,584	-	96,584	126.34%	122,020	12,202	439	109,379
							3,085,590	308,559	11,108	2,765,922

EXHIBIT 3

**City of Howard Lake, Minnesota
TIF District No. 1-25**

STATEMENT OF FISCAL AND ECONOMIC IMPACTS OF PROPOSED TIF DISTRICT

Taxing Jurisdiction	Without TIF District		With TIF District					
	2025 Taxable Net Tax Capacity ⁽¹⁾	2025 Local Tax Rate	2025 Taxable Net Tax Capacity ⁽¹⁾	Projected Captured Net Tax Capacity	Hypothetical Tax Generated By TIF	New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate	Hypothetical Decrease in Tax Rate
City of Howard Lake, Minnesota	3,061,643	65.77%	3,061,643	96,584	63,525	3,158,227	63.761%	2.011%
Wright County	282,412,486	35.56%	282,412,486	96,584	34,342	282,509,070	35.544%	0.012%
School District 2687	16,948,190	25.01%	16,948,190	96,584	24,153	17,044,774	24.866%	0.142%
Other ⁽²⁾	--	0.00%	--	-	-	--	0.00%	--
Totals		126.34%			122,020		124.171%	2.165%

Statement #1: If all of the projected captured net tax capacity of the project were hypothetically available to each taxing jurisdiction if TIF were not used, the tax capacities of each jurisdiction would be increased by the amounts shown above, and the local tax rates of each jurisdiction would be decreased by the amounts shown.

Statement #2: As the projected captured tax capacity of the project would not be available without the use of TIF, the tax capacities and tax rates of each jurisdiction will not be affected.

Statement #3: The estimated amount of tax increment generated over the life of the TIF District is estimated to be \$3,085,590.

Statement #4 A description of the probable impact of the TIF District on City services as a result of the creation of this TIF District would include the following: The City will be collecting an estimated \$1,606,398 in city property tax revenue from the proposed project area and applying it to project related expenses rather than general services such as police, fire, and other services not paid by user fees.

Statement #5: The estimated amount of increment attributed to the school districts' tax levies and captured as a result of the creation of this TIF District is \$610,772 for School District 2687.

Statement #6: The estimated amount of increment attributed to the county tax levy and captured as a result of the creation of this TIF district is \$868,419.

⁽¹⁾ Taxable net tax capacity = total net tax capacity less value captured in TIF Districts and powerline value.

⁽²⁾ The impacts upon other taxing jurisdictions not included since they represent a small percentage of the total tax rate.

City of Howard Lake, Minnesota

TIF District No. 1-25

Market Value Analysis

Increased Market Value of Site	\$	10,125,000
Less Present Value of TIF Revenues	\$	<u>1,726,740</u>
	\$	8,398,260
Estimated Increased Site Value w/out TIF	\$	<u>1,000,000</u>
Net Value Increase	\$	7,398,260

Present Value of Tax Increments

Calculation Date: 6/10/2025
 Present Value Factor: 4.00%

#	Year	Gross Tax Increment	Present Value
1	2026	-	-
2	2027	-	-
3	2028	62,534	55,592
4	2029	94,565	80,835
5	2030	122,020	100,292
6	2031	122,020	96,435
7	2032	122,020	92,726
8	2033	122,020	89,159
9	2034	122,020	85,730
10	2035	122,020	82,433
11	2036	122,020	79,262
12	2037	122,020	76,214
13	2038	122,020	73,282
14	2039	122,020	70,464
15	2040	122,020	67,754
16	2041	122,020	65,148
17	2042	122,020	62,642
18	2043	122,020	60,233
19	2044	122,020	57,916
20	2045	122,020	55,689
21	2046	122,020	53,547
22	2047	122,020	51,487
23	2048	122,020	49,507
24	2049	122,020	47,603
25	2050	122,020	45,772
26	2051	122,020	44,011
27	2052	122,020	42,319
28	2053	122,020	40,691
		<u>3,085,590</u>	<u>1,726,740</u>

TIF DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF HOWARD LAKE

AND

JPB LAND LLC

This document was drafted by:

TAFT STETTINIUS & HOLLISTER LLP (RMS)
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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TIF DEVELOPMENT AGREEMENT

THIS TIF DEVELOPMENT AGREEMENT, made as of the 18th day of August, 2025, by and between the City of Howard Lake, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and JPB Land LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, the City has heretofore established Municipal Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has created within the Development District, Tax Increment Financing District No. 1-25 (the "Tax Increment District"), and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Howard Lake, Minnesota;

County means Wright County, Minnesota;

Developer means JPB Land LLC, a Minnesota limited liability company, its successors and assigns;

Development Agreement means that certain agreement, dated [_____], between the City and the Developer, relating to the construction of the Project;

Development District means Municipal Development District No. 1 heretofore established, including the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property legally described in Exhibit A attached to this Agreement.

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the review and analysis of the development proposed under this Agreement, the adoption of the Tax Increment Financing Plan and establishment of the Tax Increment District, and the preparation of this Agreement including, but not limited to, attorney and municipal advisor fees and expenses;

Note Payment Date means August 1, 2028, and each February 1 and August 1 of each year thereafter to and including February 1, 2048; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "prime rate" or "reference rate" or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the construction of 27 single-family owner-occupied houses located on the Development Property;

Public Improvements means the construction of the public improvements necessary for the construction of the Project as described in the Development Agreement;

Purchaser's Application means the Purchaser's Application in substantially the form attached hereto as Exhibit D;

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 1-25 located within the Development District, the description of which is set forth in the Tax Increment Financing Plan, which was qualified as a housing district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on August 18, 2025, and any future amendments thereto;

Tax Increments means 82% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2048, (ii) the date the TIF Note is paid in full, (iii) the date on which the Tax Increment District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Note means the Tax Increment Revenue Note (Greens of Howard Lake - Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

Unit means any of the individual 27 single family houses constructed by the Developer as part of the Project.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) Based on the representations of the Developer set forth herein, the Tax Increment District is a "housing district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 11, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the construction of the Public Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Agreement, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety or nuisance problems which may arise in connection with the construction of the Project.

(8) Construction shall begin by June 1, 2026, and the construction of the Project will be substantially completed on or before June 1, 2027, subject to Unavoidable Delays.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the construction of the Public Improvements as provided in Article III.

(10) The Developer acknowledges and agrees that the eligible purchasers of each Unit must be persons who are purchasing such unit for their own occupancy.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Public Improvements, Legal and Administrative Expenses. The parties agree that the Public Improvements to be constructed by the Developer are essential to the successful completion of the Project.

(1) The costs of the construction of the Public Improvements shall be paid by the Developer as required by the Development Agreement. The City shall reimburse the Developer for the lesser of (A) \$1,811,025, or (B) the costs of the construction of the Public Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

(2) Upon the request of the City the Developer shall pay all Legal and Administrative Expenses incurred by the City within 15 days of receipt of such request.

Section 3.2. Limitations on Undertaking of the City. Notwithstanding the provisions of Sections 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs identified in Section 3.1, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3. Reimbursement: TIF Note. The City shall reimburse the payments made by the Developer under Section 3.1 for costs of the construction of the Public Improvements through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when that the Developer has incurred and paid costs of the Public Improvements, as described in and limited by Section 3.1; and shall have submitted paid invoices for the costs of construction of the Public Improvements in an amount not less than the Reimbursement Amount.

(2) The principal amount of the TIF Note shall be payable solely from the Tax Increments.

(3) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, the Tax Increments received by the City during the preceding 6 months. All such payments shall be applied to reduce the principal of the TIF Note.

(4) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of the TIF Note.

(5) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2 hereof.

(6) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4. Compliance with Income Requirements; Reduction in Tax Increments. The City and the Developer understand and agree that the Tax Increment District will constitute a "housing district" under Section 469.174, Subd. 11 of the Tax Increment Act. Accordingly, the Developer covenants to abide by the following restrictions and agrees not to take or suffer to be taken any actions with respect to the Project which individually or in the aggregate would cause the Tax Increment District not to qualify as a "housing district" under the Tax Increment Act.

The Developer agrees that at least 95% of the owner-occupied units constituting the Project must be initially purchased and occupied by individuals and families whose family income does not exceed the income requirements for qualified mortgage bond projects under Section 143(f) of the Internal Revenue Code, being generally equal to or less than 115% of the applicable median family income for households of 3 or more persons and 100% of that median income for 1 and 2 person households (a "Qualifying Purchaser"). For these purposes, the applicable median family income is the higher of (1) the area median gross income for the area in which the housing is located (being, in 2025, \$132,400 for Wright County, which is part of the Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro Fair Market Rent (FMR)/Income Limits Area), and (2) the statewide median gross income (being, in 2025, \$116,900). Therefore, the applicable income limits for 2025 would be \$132,400 for a 1- or 2-person household and \$152,260 for a household of 3 or more persons. These limits will change accordingly with the annual revisions of the underlying applicable median gross income figures. The Developer covenants to abide by the aforesaid restrictions and agrees not to take or suffer to be taken any actions with respect to the Project which individually or in the aggregate would cause the Tax Increment District not to qualify as a "housing" district under the Tax Increment Act. Prior to the sale of any Unit, the Developer shall cause the potential purchaser to submit to the City, the Purchaser's Application, in substantially the form attached as Exhibit D, prepared by the potential purchaser. The City will determine whether such potential purchaser will be a Qualifying Purchaser. If the potential purchaser is not a Qualifying Purchaser, the property sold to such non-Qualifying Purchaser shall not be deemed a part of the Development Property to the extent that such sale shall cause the 95% requirement not to be met as such units are sold. The Developer shall immediately notify the City of any purchase agreement regarding any Unit of the Project.

Section 3.5. Real Property Taxes. The Developer shall pay all real property taxes and special assessments, payable for each parcel to contain a Unit, until the sale of such Unit. The Developer agrees that prior to sale of each Unit:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of the real property contained on the parcel of such Unit determined by any tax official to be applicable to such Unit or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to such

parcel of such Unit, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the real property contained on the parcel of such Unit determined by any tax official to be applicable to such Unit or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to such parcel of such Unit; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the real property contained on the parcel of such Unit between the date of execution of this Agreement and the date such Unit is sold; and

It will not seek a reduction in the market value as determined by the County Assessor of any parcel within the portion of the Development Property containing the Units, pursuant to the provisions of this Agreement, for so long as any such parcel is owned by the Developer.

Section 3.6. Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the sale of each Unit, the Developer shall not transfer the Development Property or the Project or any part thereof or any interest therein, except to a Qualified Purchaser, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property while owned by the Developer and all public utility or other City payments due and owing with respect to the Development Property while owned by the Developer.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) The holder of any mortgage on that portion of the Development Property owned by the Developer or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents while owned by the Developer.

(5) If the Developer shall

(A) file any petition in bankruptcy or for any similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due; or

(D) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer citing with

specificity the item or items of default and notifying the Developer that it has thirty (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the fees of such attorneys and such other expenses so incurred by the City.

Section 4.6. Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action

or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Project causing the Tax Increment District to not qualify or cease to qualify as a "housing district" under Section 469.174, Subdivision 11, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4d.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1. The Developer's Option to Terminate. This Agreement may be terminated by Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2. Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer in the City within sixty (60) days after the date when such option to terminate my first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its right to terminate this Agreement due to such occurrence or event.

Section 5.3. Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.3, or to make any further payments on the TIF Note.

ARTICLE VI

ADDITIONAL PROVISIONS

Section 6.1. Restrictions on Use. The Developer agrees that it shall construct the Project in accordance with this Agreement and sell the Units in accordance with the provisions of Section 3.4 of this Agreement.

Section 6.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successors or on any obligations under the terms of this Agreement.

Section 6.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

JPB Land LLC
Attention: _____
13700 Reimer Drive N., Ste. 100
Maple Grove, MN 55311

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Howard Lake, Minnesota
Attention: City Administrator/Clerk
Howard Lake City Hall
625 8th Avenue
Howard Lake, MN 55349

With a copy to:

Taft Stettinius & Hollister LLP
Attention: Rhonda Skoby
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7. Expiration. This Agreement shall expire on the Termination Date.

Section 6.8. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9. Assignment of TIF Note. The TIF Note may be assigned pursuant to the terms of the TIF Note and only with the consent of the City.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF HOWARD LAKE,
MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator/Clerk

This is a signature page to the TIF Development Agreement by and between the City of Howard Lake and JPB Land LLC.

JPB LAND LLC

By _____
Its _____

This is a signature page to the TIF Development Agreement by and between the City of Howard Lake and JPB Land LLC.

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Property located in the City of Howard Lake, Wright County, Minnesota with the following parcel identification number:

109034000030

To be replatted into separate parcels.

[Are the subdivided parcel numbers available?]

EXHIBIT B
FORM OF NOTE

No. R-1

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF WRIGHT
CITY OF HOWARD LAKE

TAX INCREMENT REVENUE NOTE
(GREENS OF HOWARD LAKE - PROJECT)

The City of Howard Lake, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to JPB Land LLC, a Minnesota limited liability company (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$1,811,025 as provided in that certain TIF Development Agreement, dated as of August 18, 2025, as the same may be amended from time to time (the "TIF Development Agreement"), by and between the City and the Developer. This Note bears no interest.

The amounts due under this Note shall be payable on August 1, 2028, and on each February 1 and August 1 thereafter to and including February 1, 2048, or if such day should not be a Business Day (as defined in the TIF Development Agreement) the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the 6 month period preceding such Payment Date. All payments made by the City under this Note shall be applied to principal. This Note is prepayable by the City, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 82% of tax increments (the "Tax Increments") derived from the Development Property (as defined in the TIF Development Agreement) within the City's Tax Increment Financing District No. 1-25 (the "Tax Increment District") within its Municipal Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the TIF Development Agreement under Section 4.2(2) thereof, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

B-1

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the TIF Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the TIF Development Agreement the City elects to cancel and rescind the TIF Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the TIF Development Agreement, including without limitation Section 3.3 thereof, for a statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Howard Lake, Minnesota, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Howard Lake, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator/Clerk and has caused this Note to be dated as of and issued on _____, 20__.

City Administrator/Clerk

Mayor

DO NOT EXECUTE UNTIL PAID INVOICES FOR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of JPB Land LLC and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY ADMINISTRATOR/CLERK</u>
JPB Land LLC 13700 Reimer Drive N., Ste. 100 Maple Grove, MN 55311	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT C

PURCHASER'S APPLICATION

CITY OF HOWARD LAKE, MINNESOTA

PROPERTY INFORMATION

Legal description of property to be sold: Lot _____ Block _____
Subdivision _____

Parcel Identification No. _____ - _____

Postal Address of Parcel _____

PURCHASER INFORMATION

Name of Purchaser _____

Current Address _____

Current Phone # _____

Number of family members (circle one): 2 or less 3 or more

Annual Household Income* \$ _____

**Annual Household Income must be supported by documentation (i.e. copy of most current 1040's, etc.). Failure to provide verification will constitute a "non-qualifying family".*

INCOME LIMIT INFORMATION

20__ Income Limitation on families of 2 or less is \$ _____.

20__ Income Limitation on families of 3 or more is \$ _____.

Does the Purchaser meet these limits and has appropriate documentation been submitted?

_____ YES _____ NO

Signature of Purchaser (s) _____ Date _____

_____ Date _____



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: **CONSIDER RESOLUTION 25-25 OF SUPPORT FOR THE LESSARD-SAMS OUTDOOR HERITAGE COUNCIL FUNDING OPPORTUNITY - HOWARD LAKE HABITAT RESTORATION PROJECT**

SECTION: New Business

FROM: Nick Haggemiller, City Administrator
Howard Lake Watershed Alliance
Wright County Soil and Water

BACKGROUND: The Howard Lake Watershed Alliance and Wright County Soil and Water have been investigating and seeking various funding opportunities associated with the proposed Total Lake Fluoridone Treatment. Currently, Wright County Soil and Water is pursuing the Lessard Sams Outdoor Heritage Fund for this purpose.

The proposed resolution is intended to be used as local support for the funding request under the following terms:

- Total local contribution of \$59,000.
- Anticipated to begin in 2028 and conclude in 2031.
- The City of Howard Lake would commit \$47,200 or 80% of the total local match.
- The terms included within are specific to the Lessard Sams Outdoor Heritage Funding opportunity.

The City has partnered with Wright County Soil and Water successfully in the past.

FINANCIAL: \$47,200 from the City if SWCD is successful in their efforts to obtain funding.

LEGAL: It is anticipated that if this moves forward, a stand alone agreement would be drafted and approved by both SWCD and City of Howard Lake.

STRATEGIC INITIATIVE:

Provide Diverse Amenities that Enhance Quality of Life

- ➔ Invest in and maintain parks and natural resources
-

COUNCIL ACTION REQUESTED: Approve resolution of Support for the Lessard Sams Outdoor Heritage Fund

ATTACHMENTS:

1. Resolution 25-25 of Support
2. One Page Project Summary

**CITY OF HOWARD LAKE
RESOLUTION NO. 25-25
A RESOLUTION OF SUPPORT FOR THE LESSARD-SAMS OUTDOOR HERITAGE
COUNCIL FUNDING OPPORTUNITY -
HOWARD LAKE HABITAT RESTORATION PROJECT**

WHEREAS, Howard Lake has been identified as impaired for fish life due to the prevalence of aquatic invasive species, including curly-leaf pondweed, Eurasian watermilfoil, and common carp, which suppress native aquatic vegetation, degrade habitat, and reduce water quality; and

WHEREAS, The proposed Howard Lake Habitat Restoration Project seeks to restore the ecological integrity of Howard Lake through whole-lake and follow-up spot treatments of invasive aquatic plants, carp removal and recruitment limitation, and transplanting of native aquatic plant species; and

WHEREAS, The Lessard-Sams Outdoor Heritage Council (LSOHC) funding request totals \$711,500, with a confirmed leverage amount of \$120,000, including local stakeholder commitments; and

WHEREAS, The City of Howard Lake, in partnership with Wright Soil and Water Conservation District, Minnesota Lakes and Rivers, and the Howard Lake Watershed Alliance, recognizes the importance of this restoration for water quality, fish and wildlife habitat, and recreational opportunities; and

WHEREAS, The local cost share requirement for this project includes a financial contribution of \$59,000, which represents an estimated 20% of the total cost of the lake treatment; and

WHEREAS, Restoration of Howard Lake will result in a projected 90% reduction of invasive aquatic plants, a 50% reduction in carp population, increased native vegetation, improved clarity, and higher biological integrity scores, ensuring long-term ecological benefits.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Howard Lake hereby expresses its full support for the Howard Lake Habitat Restoration Project and the associated Lessard-Sams Outdoor Heritage Council funding request; and

BE IT FURTHER RESOLVED, That the City of Howard Lake affirms its commitment to the success of this project, including recognition of the required local financial contribution of \$59,000 toward the total project cost; and

BE IT FINALLY RESOLVED, That this resolution shall be forwarded to the Wright Soil and Water Conservation District and the Lessard-Sams Outdoor Heritage Council as evidence of the City's support and partnership in this important restoration effort.

Adopted this 18th day of August, 2025.

Pete Zimmerman, Mayor

ATTEST:

Nick Haggenmiller, City Administrator

Howard Lake Habitat Restoration

Issue

Howard Lake is impaired for fish life in part because the habitat has been overrun with non-native species



Curly-Leaf Density

- High
- Medium
- Low
- × None
- Littoral Zone
- Deep Zone

Goal

To improve the habitat of Howard Lake through reduction of aquatic invasive species and restoration of native aquatic plants

Local Funding Request

\$59,000.00

Activities

- Treatment of non-native plants
- Removal of common carp
- Native plant transplants
- Limit carp recruitment
- Condition monitoring

Anticipated Outputs

- 90% Reduction non-native plants
- 50% Reduction in Carp Population

Outcomes

- Higher Fish Index of Biologic Integrity
- Increased Frequency of Native Vegetation
- Improved Clarity



Project Partners

- Wright Soil and Water Conservation District
- Minnesota Lakes and Rivers
- Howard Lake Watershed Alliance
- City of Howard Lake



Howard Lake Habitat Restoration



Restoration Area
318 acres
Project Timeline
July 2026 through June 2031



Howard Lake Highlights
Total lake area 745 acres
151 acres curly-leaf pondweed
45 acres Eurasian watermilfoil
Index of Biologic Integrity= 15
Carp density of 110 kg/ha
17 native aquatic plants species
11 native species less than 5% frequency

- Past Studies
- Carp Solutions 2023, 2022-2023 Wright County Carp Management Full Report
 - Carp Solutions 2025, Report on Carp Management in Wright County in 2025
 - Freshwater Scientific 2002a, 2022 Curly-leaf Pondweed Delineation
 - Freshwater Scientific, 2022b, Curlyleaf Pondweed Phosphorus Load Estimation Model
 - Freshwater Scientific 2002c, 2022 Aquatic Plant Survey: Howard Lake
 - Freshwater Scientific 2023, Curlyleaf Pondweed Turion Abundance Report
 - Stantec, 2024a, 12-Mile Creek Watershed Lakes-Diagnostic Study
 - Stantec, 2024b, Alum Feasibility for Howard and Waverly Lake
 - Carp Solutions 2023, 2022-2023 Wright County Carp Management Full Report



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Resolution 25-23 Awarding the Sale of 2025GO Street Recon. Note – Hwy 12 Project.

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: In order to finance the 2025 Highway 12 project costs, the City is seeking to issue a Street Reconstruction Bond in the amount of \$741,000. This covers the project expenses as well as legal, fiscal, program fees associated with obtaining the bond.

FINANCIAL: A bond totaling \$741,000 is proposed with anticipated annual debt service payments of \$63,000 annually beginning in 2027. The proposed 2026 General Fund Budget includes this figure for debt service.

LEGAL: The City's Municipal Advisor, David Drown and Associates as well as the City's Bond Counsel, TAFT Law have drafted necessary documents for this matter.

STRATEGIC INITIATIVE: Foster a Vibrant Downtown → Downtown is Walkable, Clean and Quaint

COUNCIL ACTION REQUESTED: Approve Resolution 25-23 Awarding the Sale of 2025 GO Street Reconstruction Note.

ATTACHMENTS:

1. Resolution 25-23
2. Memo from Shannon Sweeney/David Drown & Associates

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF HOWARD LAKE, MINNESOTA

HELD: AUGUST 18, 2025

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Howard Lake, Wright County, Minnesota, was duly called and held at the City Hall on August 18, 2025, at 7:00 P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of a \$741,000 General Obligation Street Reconstruction Plan Bond, Series 2025C.

The following members were present: _____

and the following were absent: _____

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 25-23

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF A \$741,000 GENERAL
OBLIGATION STREET RECONSTRUCTION PLAN BOND, SERIES 2025C, AND
LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City of Howard Lake, Minnesota (the “City”), has heretofore determined and declared that it is necessary and expedient to issue a \$741,000 General Obligation Street Reconstruction Plan Bond, Series 2025C (the “Bond”), pursuant to Minnesota Statutes, Chapter 475 and Section 475.58, Subdivision 3b, to finance street reconstruction projects under the City’s Street Reconstruction Plan 2024-2028 adopted on August 16, 2024 (the “Improvements”); and

B. WHEREAS, on August 16, 2024, following duly published notice thereof, the City Council held a public hearing on the issuance of not to exceed approximately \$2,260,000 principal amount of bonds to finance the Improvements and all persons who wished to speak or provide written information relative to the public hearing were afforded an opportunity to do so; and

C. WHEREAS, no petition signed by voters equal to 5 percent of the votes cast in the City in the last municipal general election requesting a vote on the issuance of the street reconstruction bonds was filed with the Clerk within 30 days after the public hearing on August 16, 2024; and

D. WHEREAS, the Bond, together with any outstanding bonds of the City that are subject to the City’s net debt limit, do not exceed the City’s net debt limit; and

E. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota (“David Drown”), as its independent municipal advisor for the sale of the Bond and was therefore authorized to sell the Bond by private negotiation in accordance with Minnesota

Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bond has been solicited by David Drown; and

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

1. Acceptance of Offer. The offer of Security Bank & Trust Co., Winsted, Minnesota (the “Purchaser”), to purchase the Bond and to pay therefor the sum of \$741,000, plus interest accrued to settlement, all in accordance with the terms and at the rates of interest hereinafter set forth, is hereby accepted.

2. Term; Original Issue Date; Denominations; Maturity; Interest and Redemption. The City shall forthwith issue the Bond, which shall be in fully registered form without interest coupons, shall be dated, mature, bear interest, be subject to redemption and be payable as provided in the form of the Bond.

3. Purpose. The Bond shall provide funds to finance the Improvements. The total cost of the Improvements, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bond. Work on the Improvements shall proceed with due diligence to completion. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Improvements proceeds with due diligence to completion and that any and all permits and studies required under law for the Improvements are obtained.

4. Registrar. The officer of the City performing the functions of the treasurer (the “City Administrator”) is appointed to act as Registrar and transfer agent with respect to the Bond (the “Registrar”), and shall do so unless and until a successor Registrar is duly appointed. The Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bond shall be paid to the registered holder (or record holder) of the Bond in the manner set forth in the form of Bond.

5. Form of Bond. The Bond, together with the Registrar’s Certificate of Registration, shall be in substantially the following form as attached Exhibit A.

6. Execution. The Bond shall be executed on behalf of the City by the manual or facsimile signatures of its Mayor and the City Administrator, the seal of the City having been omitted as provided by law. In the event of disability or resignation or other absence of either officer, the Bond may be signed by the signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond, the signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

7. Delivery; Application of Proceeds. The Bond when so prepared and executed shall be delivered by the City Administrator to the Purchaser upon receipt of the purchase price and the Purchaser shall not be obliged to see to the proper application thereof.

8. Funds and Accounts. There is hereby established a special fund to be designated the “General Obligation Street Reconstruction Plan Bond, Series 2025C Fund” (the “Fund”) to be administered and maintained by the City Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until the Bond and the interest thereon have been fully paid. There shall be maintained in the Fund the following two (2) separate accounts, to be designated the “Construction Account” and “Debt Service Account”, respectively:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bond. From the Construction Account there shall be paid all costs and expenses of making the Improvements, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bond may also be used to the extent necessary to pay interest on the Bond due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance shall be transferred to the Debt Service Account.

(b) Debt Service Account. There are hereby irrevocably appropriated and pledged and shall be credited to the Debt Service Account; (i) all collections of taxes herein or hereafter levied for the payment of the Bond and the interest thereon; (ii) all funds remaining in the Construction Account after completion of the Improvements and payment of the costs thereof; (iii) all investment earnings on funds held in the Debt Service Account; and (iv) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The amount of any surplus remaining in the Debt Service Account when the Bond and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The Debt Service Account shall be used solely to pay the principal and interest on the Bond and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Bond shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bond was issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bond or \$100,000. To this effect, any proceeds of the Bond and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bond payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable “temporary periods” or “minor portion” made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bond to be

“federally guaranteed” within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the “Code”).

9. Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Bond there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
2025	2026	\$61,754
2026	2027	62,528
2027	2028	62,356
2028	2029	63,183
2029	2030	62,858
2030	2031	63,532
2031	2032	63,054
2032	2033	62,525
2033	2034	62,996
2034	2035	62,314
2035	2036	62,632
2036	2037	62,848
2037	2038	62,962
2038	2039	62,974
2039	2040	62,884
2040	2041	62,692
2041	2042	63,449
2042	2043	63,003
2043	2044	63,505
2044	2045	63,854

The tax levies are such that if collected in full they will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on Bond. The tax levies shall be irrevocable so long as the Bond is outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

10. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bond, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bond and any other certificates payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

11. Defeasance. When the Bond has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bond shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to the Bond which is due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if the Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligation with respect to the prepayable Bond called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligation with respect to the Bond, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

12. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bond, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than 60 days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Program"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Program; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Program, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Bond, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Bond.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bond or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The “reimbursement allocation” described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bond, and not later than three years after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Program to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City’s use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within thirty days after the Bond is issued, shall be treated as made on the day the Bond is issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its bond counsel for the Bond stating in effect that such action will not impair the tax-exempt status of the Bond.

13. Certificate of Registration and Tax Levy. A certified copy of this resolution is hereby directed to be filed with the County Auditor of Wright County, Minnesota, together with such other information as the County Auditor shall require, and there shall be obtained from the County Auditor a certificate that the Bond has been entered in the County Auditor’s bond register, and that the tax levy required by law has been made.

14. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bond, certified copies of all proceedings and records of the City relating to the Bond and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bond as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

15. Negative Covenant as to Use of Proceeds and Improvements. The City hereby covenants not to use the proceeds of the Bond or to use the Improvements, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Improvements, in such a manner as to cause the Bond to be a “private activity bond” within the meaning of Sections 103 and 141 through 150 of the Code.

16. Tax-Exempt Status of the Bond; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bond, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the Bond, and (c) the rebate of excess investment earnings to the United States, if the Bond (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small issuer exception amount of \$5,000,000.

For purposes of qualifying for the exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that (a) the Bond is issued by a governmental unit with general taxing powers, (b) no Bond is a private activity bond, (c) ninety five percent or more of the net proceeds of the Bond are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City), and (d) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities thereof, and all entities treated as one issuer with the City) during the calendar year in which the Bond is issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

17. Designation of a Qualified Tax-Exempt Obligation. In order to qualify the Bond as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Bond is issued after August 7, 1986;
- (b) the Bond is not a “private activity bond” as defined in Section 141 of the Code;
- (c) the City hereby designates the Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code;
- (d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2025 will not exceed \$10,000,000;
- (e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2025 have been designated for purposes of Section 265(b)(3) of the Code; and
- (f) the aggregate face amount of the Bond does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

18. Offering Circular. The Offering Circular relating to the Bond prepared and distributed by David Drown, is hereby approved and the officers of the City are authorized in connection with the delivery of the Bond to sign such certificates as may be necessary with respect to the completeness and accuracy of the Offering Circular.

19. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

20. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: _____

and the following voted against the same: _____

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF WRIGHT
CITY OF HOWARD LAKE

I, the undersigned, being the duly qualified and acting City Administrator of the City of Howard Lake, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to providing for the issuance and sale of a \$741,000 General Obligation Street Reconstruction Plan Bond, Series 2025C.

WITNESS my hand on August 18, 2025.

City Administrator

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF MINNESOTA
 WRIGHT COUNTY
 CITY OF HOWARD LAKE

R-1

\$741,000

GENERAL OBLIGATION STREET RECONSTRUCTION PLAN BOND, SERIES 2025C

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
4.85%	February 1, 2046	September 2, 2025

REGISTERED OWNER: SECURITY BANK & TRUST CO., WINSTED, MINNESOTA

PRINCIPAL AMOUNT: SEVEN HUNDRED FORTY-ONE THOUSAND DOLLARS

THE CITY OF HOWARD LAKE, WRIGHT COUNTY, MINNESOTA (the “Issuer”), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or assigns duly certified on the Certificate of Registration attached to and made a part of this Bond (the “Owner”), in the manner hereinafter set forth, the \$741,000 principal amount of this Bond in the principal installments due on February 1 of the years and in the amounts, respectively, as follows, with each such principal installment bearing interest until paid at the interest rate of 4.85% per annum:

<u>Principal Installments Due February 1</u>	<u>Amount</u>	<u>Principal Installments Due February 1</u>	<u>Amount</u>
2027	\$8,000	2037	\$37,000
2028	24,000	2038	39,000
2029	25,000	2039	41,000
2030	27,000	2040	43,000
2031	28,000	2041	45,000
2032	30,000	2042	47,000
2033	31,000	2043	50,000
2034	32,000	2044	52,000
2035	34,000	2045	55,000
2036	35,000	2046	58,000

Interest. Interest shall be payable semiannually on February 1 and August 1 of each year, commencing August 1, 2026, and shall be calculated on the basis of a 360 day year consisting of twelve thirty day months.

Payment. Principal installments and interest shall be paid by check, ACH debit, wire transfer or draft mailed to the Owner at the address listed on the Certificate of Registration attached to and made a part of this Bond. The payment of all principal and interest on this Bond shall be made by the City Administrator, City of Howard Lake, Minnesota (the “Registrar”). At the time of final payment of all principal and interest on this Bond, the Owner shall surrender this Bond to the Registrar.

Grace Period and Late Note Payment Penalty. If the bond payment due on February 1 or August 1 is not received by the due date, the Owner will allow a grace period of eleven (11) days for the bond payment to be paid. If the bond payment is not received by the Owner prior to the end of the grace period, the City shall pay to the Owner a late fee in an amount equal to 5% of the scheduled amount due on the applicable bond payment date.

Redemption. This Bond is subject to redemption and prepayment at the option of the City on February 1, 2032 and on any day thereafter, in whole or in part, in multiples of \$1,000, at a price of par plus accrued interest. If redemption is in part, the principal amount to be redeemed shall be determined by the City. Mailed notice of redemption shall be given to the Registrar and to the Owner of the Bond at least thirty (30) days prior to the date fixed for redemption.

Date of Payment Not a Business Day. If the nominal date for payment of any principal or interest on this Bond shall not be a business day of the Issuer or of the Owner, then the date for such payment shall be the next such business day and payment on such business day shall have the same force and effect as if made on the nominal date of payment.

Issuance; Purpose; General Obligation. This Bond is issued as a single instrument in the total principal amount of \$741,000, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and a resolution adopted by the City Council on August 18, 2025 (the “Resolution”), for the purpose of providing money to finance the construction of public improvements within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Street Reconstruction Plan Bond, Series 2025C Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Transfer. This Bond is transferable by the Owner in person or by the Owner’s attorney duly authorized in writing at the principal office of the Registrar upon presentation and surrender hereof to the Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Registrar. Thereupon the Issuer shall execute and the Registrar shall authenticate and deliver, in exchange for this Bond, one new, fully registered Bond in the name of the transferee (but not registered in blank or to “bearer” or similar designation), of an authorized denomination or denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Treatment of Registered Owners. The Issuer and the Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as

herein provided and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Registrar shall be affected by notice to the contrary.

Fees upon Transfer or Loss. The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any reasonable legal or unusual costs regarding transfers and a lost Bond.

Registration. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Registration hereon shall have been executed by the Registrar.

Qualified Tax-Exempt Obligation. This Bond has been designated by the Issuer as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holder of the Bond that it will levy a direct, annual, irrevocable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal and interest on the Bond as they respectively become due, if any sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Howard Lake, Wright County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the manual signatures of its Mayor and its City Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

DATE OF REGISTRATION:
September 2, 2025

CITY OF HOWARD LAKE,
WRIGHT COUNTY, MINNESOTA

REGISTRABLE BY AND
PAYABLE AT:

CITY ADMINISTRATOR
City of Howard Lake, Minnesota

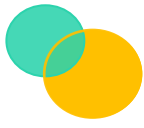
XXXXXXXX
Mayor

XXXXXXXX
City Administrator

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner’s legal representative last noted below:

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF REGISTRAR (CITY ADMINISTRATOR)
September 2, 2025	Security Bank & Trust Co. 110 First Street North P.O. Box 130 Winsted, MN 55395	XXXXXXXX



August 12, 2025

City of Howard Lake
 Nick Haggemiller, City Administrator
 P.O. Box 736
 Howard Lake, MN 55349

RE: Highway 12 Project Financing

Honorable Mayor, Council Members, and Administrator Haggemiller:

MNDOT is in the process of implementing various street and utility improvements on Highway 12 for which the City has received an invoice for \$721,396.76 for its share of the project costs. The purpose of this letter is to provide recommendations regarding the financing for the proposed project costs.

In 2024 the City Council adopted a Street Reconstruction Plan that provides for the financing of the Highway 12 improvements through the issuance of General Obligation Street Reconstruction Bonds. I have attached a final bond cashflow through the use of the Minnesota Rural Water Loan programs for the project financing, as those programs provide an opportunity to reduce issuance costs and implement project financing in an efficient manner to fund the payment request made by MNDOT.

Based on the attached cashflow the average annual debt service levy (including statutory debt coverage) would be approximately \$63,000 per year starting with collection year 2026.

2025C GO Street Reconstruction Bonds:

Based on the proposal from the program lender, the costs associated with the transaction include the following:

MNDOT Invoice	\$721,397.00
Fiscal/Legal/Program Fees	18,950.00
Surplus Proceeds	653.00
TOTAL COSTS:	\$741,000.00

The funding sources to be utilized to finance said costs are summarized below:

GO Street Reconstruction Bonds	\$741,000.00
TOTAL FUNDING SOURCES:	\$741,000.00

\$741,000 GO Street Reconstruction Bonds – 2025C:

If the Council chooses to pursue the finance of the MNDOT invoice as proposed, David Drown Associates, Inc. recommends the costs be financed through the issuance of \$741,000 of General Obligation Street Reconstruction Bonds through the use of the MN Rural Water Loan Program.

Key elements of the new issue include:

- 20-year term
- Callable (can be prepaid) after 2/1/2032
- Use of the MN Rural Water Program to reduce fees
- A credit rating will not be required

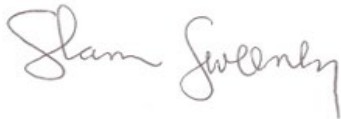
Schedule and Issuance:

The proposed schedule for implementing the project financing is as follows:

August 18, 2025	Award sale of bonds
September 2, 2025	Closing

If determined to be appropriate to proceed, I would recommend adopting the award resolution that has been prepared by the City's bond counsel (Taft). Please feel free to contact me if you would like to discuss this information in additional detail.

Sincerely,



Shannon Sweeney, Associate
David Drown Associates, Inc.



\$741,000
General Obligation Street Reconstruction Plan Bond, Series 2025C

MN Rural Water Association MEGA Loan

Uses of Funds		
MNDOT Invoice Highway 12 Project		721,397.00
Other		-
Total Project Costs		721,397.00
Underwriter's Discount Allowance	0.00%	-
Unused Discount to D/S Fund		-
Fiscal Fee (includes Street Reco Processing)		11,450.00
Bond Counsel		4,800.00
Pay Agent		-
Printing & Misc		1,350.00
MRWA Sponsorship		1,350.00
Original Issue Discount		-
Excess Proceeds		653.00
Capitalized Interest (to D/S Fund)		-
		741,000.00

Bond Details	
Sales Resolution	8/18/2024
Dated Date	9/2/2025
Closing Date	9/2/2025
1st Interest Payment	8/1/2026
Proceeds spent by:	12/31/2027
Purchase Price	741,000.00
Net Interest Cost	457,000.55
Net Effective Rate	4.85000%
Average Coupon	4.85000%
Call Option	2/1/2032
Weighted Avg. Maturity	12.716
Average Life	12.716
Bond Yield	4.84529%
Purchaser	Security Bank & Trust Co., Winsted, MN
Bond Counsel	Taft Law
Rating Agency	None
Pay Agent	City Clerk
Tax Status	Tax Exempt
Continuing Disclosure	Audits Upon Request
Rebate	Small Issuer
Statutory Authority	MS, Chapter 475

Sources of Funds	
Bond Issue	741,000.00
Bond Premium	-
City Cash Contribution	-
Construction Fund Earnings	-
Other	-
	741,000.00

Payment Schedule & Cashflow

<i>Payment Schedule</i>					
12-Month Period ending*	Principal	Coupon	Interest	Payment Total	PLUS 5%
9/2/2025 <i>Dated Date</i>					
2/1/2027	8,000	4.85%	50,813	58,813	61,754
2/1/2028	24,000	4.85%	35,551	59,551	62,528
2/1/2029	25,000	4.85%	34,387	59,387	62,356
2/1/2030	27,000	4.85%	33,174	60,174	63,183
2/1/2031	28,000	4.85%	31,865	59,865	62,858
2/1/2032	30,000	4.85%	30,507	60,507	63,532
2/1/2033	31,000	4.85%	29,052	60,052	63,054
2/1/2034	32,000	4.85%	27,548	59,548	62,525
2/1/2035	34,000	4.85%	25,996	59,996	62,996
2/1/2036	35,000	4.85%	24,347	59,347	62,314
2/1/2037	37,000	4.85%	22,650	59,650	62,632
2/1/2038	39,000	4.85%	20,855	59,855	62,848
2/1/2039	41,000	4.85%	18,964	59,964	62,962
2/1/2040	43,000	4.85%	16,975	59,975	62,974
2/1/2041	45,000	4.85%	14,890	59,890	62,884
2/1/2042	47,000	4.85%	12,707	59,707	62,692
2/1/2043	50,000	4.85%	10,428	60,428	63,449
2/1/2044	52,000	4.85%	8,003	60,003	63,003
2/1/2045	55,000	4.85%	5,481	60,481	63,505
2/1/2046	58,000	4.85%	2,813	60,813	63,854
	741,000		457,001	1,198,001	1,257,901

<i>Account Balances</i>					
Collection Year	Tax Levies	Other Revenues	Surplus (deficit)	Account Balance	
					Initial Deposit to D/S Fund >
2026	61,754	-	-	653	653
2027	62,528	-	-	653	653
2028	62,356	-	-	653	653
2029	63,183	-	-	653	653
2030	62,858	-	-	653	653
2031	63,532	-	-	653	653
2032	63,054	-	-	653	653
2033	62,525	-	-	653	653
2034	62,996	-	-	653	653
2035	62,314	-	-	653	653
2036	62,632	-	-	653	653
2037	62,848	-	-	653	653
2038	62,962	-	-	653	653
2039	62,974	-	-	653	653
2040	62,884	-	-	653	653
2041	62,692	-	-	653	653
2042	63,449	-	-	653	653
2043	63,003	-	-	653	653
2044	63,505	-	-	653	653
2045	63,854	-	-	653	653
	1,257,901	-	-	-	

City of Howard Lake, Minnesota
General Obligation Street Reconstruction Plan Bond, Series 2025C
\$741,000

MASTER BOND PAYMENT SCHEDULE

Paying Agent: City Clerk

Payment Date	Principal	Interest Rates	Semi-annual Interest	Semi-Annual Payment	Payment Notation	CUSIP Number
September 2, 2025	<i>Dated Date</i>					
August 1, 2026			32,843.80	32,843.80		
February 1, 2027	8,000	4.85%	17,969.25	25,969.25		
August 1, 2027			17,775.25	17,775.25		
February 1, 2028	24,000	4.85%	17,775.25	41,775.25		
August 1, 2028			17,193.25	17,193.25		
February 1, 2029	25,000	4.85%	17,193.25	42,193.25		
August 1, 2029			16,587.00	16,587.00		
February 1, 2030	27,000	4.85%	16,587.00	43,587.00		
August 1, 2030			15,932.25	15,932.25		
February 1, 2031	28,000	4.85%	15,932.25	43,932.25		
August 1, 2031			15,253.25	15,253.25		
February 1, 2032	30,000	4.85%	15,253.25	45,253.25		
August 1, 2032			14,525.75	14,525.75		
February 1, 2033	31,000	4.85%	14,525.75	45,525.75		
August 1, 2033			13,774.00	13,774.00		
February 1, 2034	32,000	4.85%	13,774.00	45,774.00		
August 1, 2034			12,998.00	12,998.00		
February 1, 2035	34,000	4.85%	12,998.00	46,998.00		
August 1, 2035			12,173.50	12,173.50		
February 1, 2036	35,000	4.85%	12,173.50	47,173.50		
August 1, 2036			11,324.75	11,324.75		
February 1, 2037	37,000	4.85%	11,324.75	48,324.75		
August 1, 2037			10,427.50	10,427.50		
February 1, 2038	39,000	4.85%	10,427.50	49,427.50		
August 1, 2038			9,481.75	9,481.75		
February 1, 2039	41,000	4.85%	9,481.75	50,481.75		
August 1, 2039			8,487.50	8,487.50		
February 1, 2040	43,000	4.85%	8,487.50	51,487.50		
August 1, 2040			7,444.75	7,444.75		
February 1, 2041	45,000	4.85%	7,444.75	52,444.75		
August 1, 2041			6,353.50	6,353.50		
February 1, 2042	47,000	4.85%	6,353.50	53,353.50		
August 1, 2042			5,213.75	5,213.75		
February 1, 2043	50,000	4.85%	5,213.75	55,213.75		
August 1, 2043			4,001.25	4,001.25		
February 1, 2044	52,000	4.85%	4,001.25	56,001.25		
August 1, 2044			2,740.25	2,740.25		
February 1, 2045	55,000	4.85%	2,740.25	57,740.25		
August 1, 2045			1,406.50	1,406.50		
February 1, 2046	58,000	4.85%	1,406.50	59,406.50		
741,000				457,000.55	1,198,000.55	

Call Option: 2/1/2032
 Bonds Dated: 9/2/2025

This payment schedule assumes no bonds are redeemed early. Refunds, if they are done, will alter this payment schedule. David Drown Associates, Inc. (612-920-3320) is available at any time to review the feasibility of refunding this issue.

The Pay Agent for this issue will charge a fee for handling of payments on the bonds. Transfers and exchanges of the Bonds may be made and appropriate additional charges will apply. The Pay Agent will send a statement of charges at the time they bill you for bond payments. The Pay Agent normally requests payments be received three working days prior to the due date in order to assure sufficient processing time. Payment may be made by wire, warrant, draft or check.



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Approving Quote to Pave Park and Ride Parking Lot

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: The City built the existing park and ride parking lot in conjunction with the 2000 Highway 12 Project. Since that time, the parking lot has been seal coated but no other substantive repairs or replacements have been made.

Following the delay of the reconstruction of the east parking lot of Historic City Hall, staff sought quotes to resurface the parking lot only. This was expanded after realizing the parking lot has been subjected to additional use, digging etc as part of the project as well as being contacted about the condition of the retaining wall behind Posy Patch.

The proposed scope of the project includes:

- Resurfacing east Historic City Hall parking lot in existing foot print
- Mill/overlay of the west or Park and Ride parking lot
- Repairing curb and gutter where broken
- Remove and replace curb/gutter and sidewalk in conjunction with the retaining wall project.
- ADDITIONALLY includes about 75' of 8th Avenue where MNDOT project ends and meets where the City has resurfaced.



FINANCIAL: Knife River has provided a quote totalling \$138,989 for the scope of work described above.

LEGAL: The contractor is honoring unit prices in the MNDOT Highway 12 project which was determined using sealed bids. The unit prices are comparable (but lower) than what the City has contracted through our own street projects.

STRATEGIC INITIATIVE:

1. Maintain public facilities and infrastructure
 2. Foster a Robust Business Community; Ensure Downtown is Maintained, Walkable and Safe
-

COUNCIL ACTION REQUESTED: Approve the quote from Knife River

ATTACHMENTS:

1. Knife River Quote

Quote for HOWARD LAKE - PARKING LOTS

KNIFE RIVER CORPORATION - NC **Contact:** Jay Emmerich
 4787 Shadow Wood Drive NE **Phone:** (320) 251-9472
 Sauk Rapids, MN 56379 **Fax:** (320) 258-2940
 jay.emmerich@kniferiver.com **Cell:** (320) 249-6297

Bond: Not Included
Sales Tax: Not Included
Bid Date:

Quote To: City of Howard Lake
Phone:
Fax:
Email:

Item	Description	Quantity	Unit	Unit Price	Extension
1	EAST/WEST PARKING LOT ESTIMATED QTY'S	0.000		0.000	0.00
2	REMOVE AND REPLACE 3" OF BIT	3,378.000	SY	0.000	0.00
3	SHAPE EXTISTING AGG BASE FOR NEW BIT	3,378.000	SY	0.000	0.00
4	PLACE 3" OF SPWEA240BR	3,378.000	SY	0.000	0.00
5	REMOVE AND REPLACE CURB/GUTTER SPOTS	209.000	LF	0.000	0.00
6	REMOVE AND REPLACE SIDEWALK SPOTS	260.000	SF	0.000	0.00
7	TRAFFIC CONTROL - KRC WORK ONLY	1.000	LS	0.000	0.00
8	PLACE TOPSOIL BACK - CONCRETE AREAS IF NEEDED	1.000	LS	0.000	0.00
10	TOTAL FOR EAST/WEST PARKING LOT WORK	1.000	LS	133,200.000	133,200.00
11		0.000		0.000	0.00
12	8TH AVE - ESTIMATED QUANTITIES - TH 12 PRICES	0.000		0.000	0.00
13	3" MILLING	300.000	SY	2.850	855.00
14	3" SPWEA440BR	52.000	TN	94.900	4,934.80
				Total Quote: \$	138,989.80

Inclusions/Exclusions:

NOTES:

1. East/West Parking lot Work includes removal of existing bit, shaping and paving 3" of new bit, remove and replace spots of curb/gutter and sidewalk in a few locations. Replace the topsoil moved to complete concrete work, reuse existing topsoil.
2. Traffic Control is included for KRC's work, Erosion control and final seeding to be done by others.
3. Payment to be made at the completion of the parking lot, and billing of the 8th Ave work.
4. Work to be completed prior to Oct 15th 2025.

PAYMENT TERMS:

1. To accept this proposal, sign and return a copy to Knife River Corp.
2. A valid credit account with Knife River Corp. is required before work will be scheduled.
3. No retainage is provided for in this quotation. Any deducts due to material deficiencies must be in writing and Knife River Corp. notified prior to the invoice being due.
4. All work becomes due and payable within 30 days of the invoice. Balances beyond 30 days are subject to finance charges in accordance with the credit agreement.

ACCEPTANCE:

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices.

Your signature indicates you agree to the prices, specifications and conditions as stated. It gives us authorization to do the work specified and payment will be made as outlined above.

Signature: _____

Signature: 

Title: _____

Title: Estimator/Project Manager

Firm: _____

Firm: Knife River Corporation - North Central

Date: _____

Date: 8-18-25



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Approving Quote for Retaining Wall at Downtown Parking Lot (Park and Ride)

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: In 2000, the City entered into a cost share agreement with MNDOT that stipulated terms associated with the reconstruction of US12 through downtown. At that time, in lieu of parking on the highway, the city received funds to construct a park and ride parking lot. This parking lot serves the businesses on the north side of Highway 12 from 8th Avenue to 9th Avenue. Retaining walls were constructed including a large wall on the north boundary and a smaller one near the rear of the Posey Patch Flower Shop. The wall adjacent to the Posey Patch has become compromised due to erosion and root intrusion and is at risk of becoming a public safety. Further, a split rail fence on top of this wall has completely deteriorated and is in need of replacement.



Quotes were sought for the replacement. The following is needed:

- Removal and disposal of existing wall.
- Engineering of new wall (wall exceeds 4' in height)
- Construction of new wall, with geogrid installed.
- Split Rail fence replacement
- River rock planting area established.

By others, the sidewalk needs to be removed for geogrid installation and trees need to be cut down that are impeding on current wall.

The proposed contractor for this project is Autumn Ridge Landscaping. This company was also the selected landscape contractor for the library project.

FINANCIAL: \$20,370 to be paid from the 2025 Capital Fund.

LEGAL: Multiple quotes were sought, only one returned that met specifications was from Autumn Ridge. To be consistent with the city's purchasing policy, the city engineer has provided an opinion of probable cost totaling \$25,000.

STRATEGIC INITIATIVE:

COUNCIL ACTION REQUESTED: Approve quote as presented to Autumn Ridge Landscaping.

ATTACHMENTS:

1. Retaining Wall Quote

Autumn Ridge Landscaping, Inc.

• 8940 Greenfield Road • Loretto, MN 55357
• Phone/Fax 763-498-7574 / 763-498-7572

We are pleased to present the following bid:

Project Haward Lake Retaining wall

Project Location: 817 Hwy 12, Howard Lake, Mn

Date: 08-08-2025

Estimator: Trent Lubbers/Joe Grygelko

Section Bid: LANDSCAPING

Bid to include:

Removal of existing retaining wall
Installation of new retaining wall 205 SF
Engineering of new wall
Split rail fencing above wall
River rock back of wall under fence

\$ 20,370.00

Notes:

Sidewalk behind wall to be removed by city

Tree behind wall to be removed including stump by city as low as possible.

Sidewalk and tree removed before work on wall can begin.



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Approving 2025 Pavement Preservation Projects

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND:

The City's Capital Improvement Plan (CIP) for 2025 includes seal coating and mill/overlay projects for Dutch Lake, Haywood Drive, and Imhoff Avenue SW, along with the final lift for Paradise Place, for a total CIP allocation of \$272,000.

Staff solicited quotes from multiple contractors and has received three quotes to date. Due to differences in each company's scope and capacity, the quotes are not directly comparable. Staff anticipates receiving at least one additional quote to help evaluate options and finalize contractor selection.

PROJECT QUOTES RECEIVED:

Seal Coating (including crack filling and fog seal)

- Pearson Bros & MP Asphalt – \$87,207 (CIP allocation: \$192,000)
- Allied Blacktop – \$88,355

Lifts

- Allied Blacktop – Paradise Place Final Lift – \$37,000 (CIP allocation: \$30,000)
- Allied Blacktop – Imhoff & CR 6 Trails – \$80,000 (CIP allocation: \$50,000)

FINANCIAL SUMMARY:

- **Total Project Costs to Date:** \$204,207
- **Total CIP Allocation:** \$272,000

Staff will provide updated information and a recommendation once all quotes are received and evaluated.

FINANCIAL: The 2025 CIP has allocated total of \$272,000 for street pavement preservation projects.

LEGAL: The proposed project scope is within the threshold that requires multiple quotes but not sealed bids. This was completed for the consideration of the project approvals.

COUNCIL ACTION REQUESTED: Approve a do not exceed amount of \$210,000 to complete various pavement preservation projects.

ATTACHMENTS:

1. Quotes
2. Maps

Pearson Bros., Inc.

11079 Lamont Avenue N.E. ~ Hanover, MN 55341
Phone: (763) 391-6622 ~~ Fax: (763) 391-6627

ATTENTION: Meagan Donahue
PHONE #: 320-543-3670 FAX #: 320-543-3306
320-583-2332 cell mdonahue@howard-lake.mn.us
JOB LOCATION: Howard Lake
ADDRESS: 625 8th Ave
Howard Lake, MN 55349
DATE: Aug 14, 2025

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: 24,083 APPROX. SQUARE YARDS OF BITUMINOUS SEAL COATING.

PRE-SEAL: Area to be swept by Pearson Bros., Inc.

LIQUID APPLICATION: Pearson Bros., Inc. will furnish and install CRS-2 Liquid Asphalt at .30 gallons per square yard.

AGGREGATE COVER: Pearson Bros., Inc. will furnish and install FA-2 1/4" Granite at 20 lbs per square yard.

ROLLING: Entire area shall be rolled with (2) Eleven (11) Wheel Pneumatic Tire Rollers.

PICK- UP SWEEP: Excess rock shall be picked up by and disposed of by Pearson Bros., Inc.

START DATE: No earlier than: May 15, 2025 COMPLETION DATE: No later than: Sep 15th, 2025

We Proposed Hereby to Furnish Material and Labor -- Complete in Accordance with the Above Specifications, for the Sum of:
\$49,129.32 Streets 24,083 sq yards @ \$2.04 per square yard
\$11,559.84 Fog Seal 24,083 sq yards @ \$.48 per square yard
\$60,689.16 Total

Payment Due Upon Completion

AUTHORIZED SIGNATURE: _____
TODD BARTELS
PEARSON BROS., INC.

ACCEPTANCE OF PROPOSAL -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____

DATE: _____

Proposal good for 30 days.

PROPOSAL



<https://mpasphalt.net>

3315 Aetna Ave NE
Buffalo, MN 55313
763-402-3526

Proposal Submitted To

Meagan Theisen
City Of Howard Lake

625 8th Ave PO Box 736
55349

3(20/) 543-3670

mtheisen@howard-lake.mn.us

Work to be Performed At

Howard lake 2025 Crack seal

625 8th Ave PO Box 736
Howard Lake, MN 55349

Company Contact

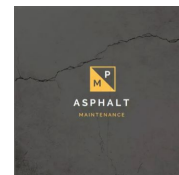
Matt Leaf
CEO

(763) 402-3526
matt@mpasphalt.net

8/7/2025

ESTIMATE DATE: 8/7/2025

Meagan Theisen
City Of Howard Lake



Howard lake 2025 Crack seal
625 8th Ave PO Box 736
Howard Lake, MN 55349

<https://mpasphalt.net>

Crack sealing (\$9,457)

Crack sealing

**Imhoff Ave SW
Haywood Drive
Mallard Pass Trail**

Crack sealing Singular cracks that are 1/4 inch - 1.5" and not in alligatored areas will be routed. chip sealed roads will not be routed. with a mechanical routing machine 3/4 by 3/4 and thoroughly cleaned of all foreign matter with backpack or push power blower . The cracks will be properly sealed using the state-of-the-art, oil-jacketed crack sealing system with a rubberized hot pour material. In the oil-jacketed system the material is hydraulically agitated, then pressure fed through an oil-jacketed pump and injected under pressure directly into the crack at the optimum temperature to prevent decomposition of the material and to maximize adhesion. Not all cracks will be filled Cracks wider than 1.5" will not be filled Cracks less than an 1/8" will not be filled. Any Cracks shorter than 4ft long will not be filled. spider cracks will not be filled. Crack that have been previous filled will not be routed. Cracks previous sealed and broke open with vegetation growing from them will be sealed over. its not MP asphalt maintenance responsibility to remove vegetation from previously seal cracks.

Dig out Patching (\$5,500)

Dig out Patching Water man Break 312 SQFT

Full depth removal is the process of removing the asphalt down to the class 5 base material. Re-compacting the base material and replacing the asphalt in 2 lifts with one being a base lift and second being a wear lift. If done within 24 hours no need to apply a tack coat if done in a greater time frame a tack coat is recommended between the 2 asphalt lifts

Concrete Curb Repairs (\$4,000)

Concrete Curb Repairs

1 areas totaling 0 square feet.

Sawcut the perimeter of the concrete.
Form and pour 5" of 4000 PSI concrete.

Total Bid: \$18,957

Effective October 1st of every year if a Seal coat job is completed on or after October 1st there will be no warranty CONTRACT DOCUMENTS: Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.

PAYMENT TERMS: NET BALANCE DUE 15 DAYS AFTER COMPLETION OF WORK. Unpaid balances will accrue a late fee of 10% per week until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay MP Asphalt Maintenance LLC all the sums earned to date. All major credit cards are accepted Residential Driveways Payment terms: Driveways will be paid upon completion of the job if not a \$25 dollar charge will be added to the total cost per day.

DEPOSIT: If the contracted amount exceeds \$15,000.00, a deposit of 1/3 of the project price is required to schedule work unless noted otherwise in this agreement.

PERMITS AND FEES: Owner is responsible for obtaining and paying for any required PERMITS, BONDS, and LICENSES, or plans required to obtain the aforementioned.

WORK ACCESSIBILITY: The price quoted herein is contingent upon the work area being free of any obstructions (vehicles, dumpsters, etc) at the scheduled project start date and time. MP Asphalt Maintenance reserves the right to adjust the agreed upon project price if the job conditions prevent MP Asphalt Maintenance work crews from starting on time and proceeding without interruption.

CLEANING EXPENSES: The owner understands that the work called for in this agreement is a messy process. The parties agree that MP Asphalt Maintenance is not responsible for cleaning, repairing, or replacing any concrete, carpet, floor, passageway, etc., that is soiled or stained by anyone other than MP Asphalt Maintenance employees. Sprinkler systems must be off 24 hrs. before and after. Bluing of sealer may accrue and is normal. It does not affect craftsmanship, warranty, or longevity.

INDEMNITY: MP Asphalt Maintenance agrees to complete its work in a safe and workmanlike manner, and to take appropriate safety precautions. However, once installation is complete and customer takes possession of the work area, Owner/Customer understands and agrees that MP Asphalt Maintenance cannot be responsible for materials, area maintenance and safety, and therefore Owner/Customer assumes all responsibility in this regard, including but not limited to any and all personal injuries, deaths, property damage, losses, or expenses related to or in any way connected with the materials or services provided. To the fullest extent allowed by law, Owner/Customer agrees to indemnify, defend and hold MP Asphalt Maintenance and its agents harmless from all loss, expense, liability, or attorneys' fees in connection with any such damages or injuries occurring thereafter. Nothing contained within this paragraph means or should be construed to mean that MP Asphalt Maintenance or others shall be indemnified for their own negligence.

CHOICE OF LAW & VENUE: To the fullest extent permitted by law, each provision of this contract shall be interpreted in such a manner as to be effective and valid under Minnesota law without regard to its conflict of laws principles. To the fullest extent permitted by law.

ATTORNEY FEES & COSTS: In the event MP Asphalt Maintenance places any amounts owed

under this proposal for collection with either a collection firm or attorney, MP Asphalt Maintenance shall be entitled to reasonable collection fees, attorney's fees and costs.

TAXES: All taxes are included in the proposal price unless otherwise specified.

ESCALATION CLAUSE: This contract has been based on material costs at current market rates. Due to uncertain market conditions that are beyond our control and in the event of future material price increases, the party responsible agrees to pay for the escalations of material without a charge order. This paragraph applies only to materials.

TIMING: Due to fluctuation in the cost of raw materials, if the current date is 15 days past the proposal date, the customer should clarify that pricing is still valid.

MATERIAL & WORKMANSHIP: All material is guaranteed to be as specified. Unless otherwise specified within this Proposal, **MP Asphalt Maintenance warranties workmanship and materials for a period of 6 months from the date of completion. All driveways and overlays may experience cracking throughout the 1st winter and do not result in a warranty claim.** All work shall be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the amount set forth above. We shall not be responsible for delays caused by strikes, accidents, weather or other contingencies beyond our control. Our workers are fully insured

NON-DISCLOSURE: Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Confide MP Asphalt Maintenance Information. This Proposal shall not be shared, distributed or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and shall be MP Asphalt Maintenance titled to injunctive relief in addition to any other remedy available in law or equity.

ALTERATIONS TO THIS PROPOSAL: Alterations or notations to or to this Proposal will not be valid unless accepted in writing by an authorized representative of MP Asphalt Maintenance

SEVERABILITY OF TERMS: Should any part of this agreement be deemed unenforceable, the remaining terms shall be severable and separately enforceable and shall remain in full force.

Sincerely,
MP Asphalt Maintenance

Matt Leaf
CEO

Acceptance: As an authorized agent for the above, I accept this proposal for \$_____.

Signature:_____ Date:_____.

PROPOSAL



<https://mpasphalt.net>

3315 Aetna Ave NE
Buffalo, MN 55313
763-402-3526

Proposal Submitted To

Meagan Theisen
City Of Howard Lake

625 8th Ave PO Box 736
55349

3(20/) 543-3670

mtheisen@howard-lake.mn.us

Work to be Performed At

Water man patching On 5th
Ave and 6th Ave

625 8th Ave PO Box 736
Howard Lake, MN 55349

Company Contact

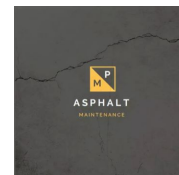
Matt Leaf
CEO

(763) 402-3526
matt@mpasphalt.net

8/8/2025

ESTIMATE DATE: 8/8/2025

Meagan Theisen
City Of Howard Lake



Water man patching On 5th Ave and 6th Ave
625 8th Ave PO Box 736
Howard Lake, MN 55349

<https://mpasphalt.net>

Dig out Patching (\$7,250)

Dig out Patching 5 inch 6th ave. 15X12 5th ave. 12X12

Full depth removal is the process of removing the asphalt down to the class 5 base material. Re-compacting the base material and replacing the asphalt in 2 lifts with one being a base lift and second being a wear lift. If done within 24 hours no need to apply a tack coat if done in a greater time frame a tack coat is recommended between the 2 asphalt lifts

Total Bid: \$7,250

Effective October 1st of every year if a Seal coat job is completed on or after October 1st there will be no warranty CONTRACT DOCUMENTS: Specification sheets, drawings and other documentation presented in this proposal shall be part of the contract. It is the responsibility of the customer's authorized representative to be aware of the terms and conditions stated herein and of the other contract documentation.

PAYMENT TERMS: NET BALANCE DUE 15 DAYS AFTER COMPLETION OF WORK. Unpaid balances will accrue a late fee of 10% per week until paid in full. In the event of your failure to conform to the terms and conditions of this agreement, you hereby agree to pay MP Asphalt Maintenance LLC all the sums earned to date. All major credit cards are accepted Residential Driveways Payment terms: Driveways will be paid upon completion of the job if not a \$25 dollar charge will be added to the total cost per day.

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does not affect craftsmanship, warranty, or longevity.

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CHOICE OF LAW & VENUE: To the fullest extent permitted by law, each provision of this contract shall be interpreted in such a manner as to be effective and valid under Minnesota law without regard to its conflict of laws principles. To the fullest extent permitted by law.

ATTORNEY FEES & COSTS: In the event MP Asphalt Maintenance places any amounts owed under this proposal for collection with either a collection firm or attorney, MP Asphalt Maintenance shall be entitled to reasonable collection fees, attorney's fees and costs.

TAXES: All taxes are included in the proposal price unless otherwise specified.

ESCALATION CLAUSE: This contract has been based on material costs at current market rates. Due to uncertain market conditions that are beyond our control and in the event of future material price increases, the party responsible agrees to pay for the escalations of material without a charge order. This paragraph applies only to materials.

TIMING: Due to fluctuation in the cost of raw materials, if the current date is 15 days past the proposal date, the customer should clarify that pricing is still valid.

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NON-DISCLOSURE: Customer acknowledges that information in this Proposal, including but not limited to pricing, determination of scope of work, method for evaluating parking lots, and methods of repair, constitute and include Confide MP Asphalt Maintenance Information. This Proposal shall not be shared, distributed or disseminated to any other contractor and Customer acknowledges that should it violate this provision monetary damages will not be an adequate remedy and shall be MP Asphalt Maintenance titled to injunctive relief in addition to any other remedy available in law or equity.

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force.

Sincerely,
MP Asphalt Maintenance

Matt Leaf
CEO

Acceptance: As an authorized agent for the above, I accept this proposal for \$_____.

Signature:_____ Date:_____.



10503 - 89th Avenue North
 Maple Grove, MN 55369
 www.alliedblacktopmn.com

Ryan Hansen
 Phone: 763-425-0575
 Cell: 763-213-3752
 Email: R.Hansen@alliedblacktopmn.com

2025 Proposal

Company Name: Meagan Theisen Billing Address: 625 8th Ave Howard Lake, MN 55349 Contact Person: Meagan Theisen Phone: 320-543-3670 Email: mtheisen@howard-lake.mn.us	Date: August 13, 2025 Project Name: Meagan Theisen Project Address: 625 8th Ave Howard Lake, MN 55349 Project Contact Person: Meagan Theisen Phone: 320-543-3670 Email: mtheisen@howard-lake.mn.us
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We hereby submit specifications and quotations for the following:

Description of Work to be Performed	Unit	Qty.	Unit Price	Price	INT
<p>Paradise Place 2" Overlay Area: (Edge mill or Complete mill) asphalt surface to promote water flow and provide tie ins. Patch and clean the asphalt surface. Apply CQS1H tack material at a rate of .05 gallons per S.Y. Pave a 2" after compaction asphalt mat.</p> <p>NOTE: Quote Assumes 1 mobilization. Add \$3,300.00 per each additional mobilization.</p>	S.Y.	2,393		\$36,923.00	_____
<p>Industries Circle 4" Street Patching (Remove & Replace Patching): Remove existing asphalt to a depth of 4" and dispose of excess material offsite. Fine grade existing class-5 base material to a depth of 4" below the finish grade. Pave a 2" inch after compaction MNDOT specification Non wearing mat. Apply CQS1H tack material at a rate of .05 gallons per S.Y. Pave a 2" inch after compaction MNDOT specification wear course mat.</p> <p>Additional base material soil correction will be installed upon owner approval/written change order. NOTE: Quote Assumes 1 mobilization. Add \$1,200.00 per each additional mobilization.</p>	S.Y.	27		\$2,795.00	_____
<p>Both Trails 2" Overlay Area: (Edge mill or Complete mill) asphalt surface to promote water flow and provide tie ins. Patch and clean the asphalt surface. Apply CQS1H tack material at a rate of .05 gallons per S.Y. Pave a 2" after compaction asphalt mat.</p> <p>NOTE: Quote Assumes 1 mobilization. Add \$3,300.00 per each additional mobilization.</p>	S.Y.	3,370		\$79,987.00	_____
<p>Crack Sealing: Rout and seal longitudinal and transverse working cracks that are 1/4" wide or wider. Alligator cracking, hairline cracking, block cracking, or cracks wider than 1" are not included unless otherwise specified. Previously filled cracks will not be routed. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. Paper cover will be used at the discretion of the contractor. NOTE: Quote Assumes 1 mobilization. Add \$1,250.00 per each additional mobilization. NOTE: If surface area cannot be cleaned by forced air or a mechanical sweeper, warranties will be voided, or if we cannot perform work due to these conditions, a mobilization will be charged.</p>	L.F.	4,660	1	\$11,000.00	_____
<p>Fog Seal Coat: Clean the asphalt. Apply CQS-1HD50 at a rate of .08 to .16 gallons per square yard. NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. NOTE: Quote Assumes 1 mobilization. Add \$850.00 per each additional mobilization. NOTE: If surface area cannot be cleaned by forced air or a mechanical sweeper, warranties will be voided, or if we cannot perform work due to these conditions, a mobilization will be charged.</p>	S.Y.	25,052		\$13,755.00	_____
<p>Chip Seal (CRS-2 & FA-2 Trap Rock): Sweep asphalt. Apply liquid asphalt at a rate of .26 gallons per square yard. Apply cover aggregate at 20 lbs. per square yard. Roll cover aggregate. Pick up sweep excess aggregate 4 to 8 weeks after chip seal application. Add \$0.15/S.Y. to substitute Polymerized CRS-2 for quicker pick up sweeps (1 to 3 weeks).</p> <p>NOTE: Irrigation must be off 24 Hrs and obstructions moved prior to construction. Additional MOB charges may apply. NOTE: Chip sealing behind parking bumpers, under steps, or any areas not accessible by chip seal roller are excluded from the project. NOTE: Quote Assumes 1 mobilization. Add \$3,000.00 per each additional mobilization. NOTE: Second sweep available at \$0.15/SY, Minimum \$850.00 NOTE: Consider a cape seal or fog seal to reduce aggregate loss and tracking. NOTE: If surface area cannot be cleaned by forced air or a mechanical sweeper, warranties will be voided, or if we cannot perform work due to these conditions, a mobilization will be charged.</p>	S.Y.	25,052		\$63,600.00	_____
<p>Industries Circle B612 Profile Curb Remove & Replace: Remove existing per attached site plan and dispose of off site. Install recycled class-5 base material to adjust slope for drainage as needed. Form and pour new B612 profile curb areas per attached site plan. Backfill using site materials and seed if optioned.</p> <p>Excludes: Irrigation removal, repair, or reset. Sod, watering, utility adjustments if required.</p>	L.F.	41		\$4,100.00	_____

Exclusions: Bonds, permits, fees, surveying, engineering, testing, rail road insurance, special insurance, site specific training for employees, landscaping, irrigation, watering of sod, soil corrections, dewatering, traffic control, utility or structural sheeting, shoring, underpinning, buried debris, rock excavation, class V base materials, drain tile, footing insulation or waterproofing, separation fabrics, vapor barriers, drainage layers, hazardous materials, removal of contaminated soils, haul road construction, erosion control, site restoration, gas, mechanical, or electrical excavation, site fencing, locating private utilities, private utility repairs, winter or cold weather conditions, night or weekend work, winter conditions.

Note: See Allied Inc. Warranty Terms, Qualifications, and Construction Specifications.
Note: Contracted prices are subject to re-pricing if the WTI oil pricing exceeds \$125/Barrel at time of delivery

We propose to furnish material and labor, complete in accordance with the above specifications, for the total lump sum of:

TOTAL ALL:	\$212,160.00
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ADD 1% Bonding if Necessary

Payment terms are net 30 days. Payment terms for chip seal applications are 90% due net 30 days, balance due upon completion of sweeping.
Allied Blacktop Co. accepts credit card payments, but a 4% service charge will be applied to these transactions.
Note: This proposal may be withdrawn if not accepted within 15 days. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, weather or other delays beyond our control.
Allied Inc. to carry proper insurance including Workers Compensation.

Authorized Signature: _____

Ryan Hansen
Ryan Hansen

Acceptance of Proposal: The above prices, specifications, conditions, and attached warranty qualifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____



Industries Circle



625 8th Ave
Howard Lake, MN 55349
By: Ryan Hansen 763-213-3752
R.hansen@alliedblacktopmn.com

All Of The Work Locations



Chip Seal Red Area- 11,115 S.Y.

Fog Seal- 11,115 S.Y.

CRACK SEAL- 1,000 L.F

Trail Paving 2" Inch Overlay Blue Area- 2,445 S.Y. 6 ½ Ft wide.



Imhoff Ave Sw
Howard Lake, MN

By: Ryan Hansen 763-213-3752
R.hansen@alliedblacktopmn.com

Imhoff Road & Trail Work



Chip Seal S.Y.- 4,705
Fog Seal- 4,705 S.Y.
CRACK SEAL- 350 L.F.



Haywood Dr
Howard Lake, MN

By: Ryan Hansen 763-213-3752
R.hansen@alliedblacktopmn.com

Haywood Dr Chip seal & Crack



Chip Seal- S.Y. 9,232
Fog Seal- 9,232 S.Y.
CRACK SEAL- 3,306 L.F.

Mallard Pass Trail
Howard Lake, MN

By: Ryan Hansen 763-213-3752
R.hansen@alliedblacktopmn.com



Mallard Pass Trail



Paving 2" Inch Overlay S.Y. 2,393

Need 2 gate Valve Risers

3hr prep needed before hand to remove weeds,
mill around man holes, and entrance joint

Paradise Place
Howard Lake, MN

By: Ryan Hansen 763-213-3752
R.hansen@alliedblacktopmn.com



Paradise Place Paving



**Paving 2" Inch Trail Overlay: 925 S.Y.
6 FT wide**

Low Bridge 11/7



CO Rd 6 SW/ 10th Ave
Howard Lake, Mn

By: Ryan Hansen 763-213-3752
R.hansen@alliedblacktopmn.com

Co Rd 6 SW/ 10th Ave Trail



PATCH 4" Inch: 27 S.Y.
Concrete Sidewalk: 41 L.F.
1 –Curb – 17 L.F.
2 – Curb-24 L.F.

Patching 4":
A –15x5
B – 18x3
C – 3x30
D – 5x5

Industries Circle

Industries Circle
Howard Lake, MN
By: Ryan Hansen 763-213-3752
R.hansen@alliedblacktopmn.com





HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Howard Lake Library – MN B3 Required Whole-Building Air Tightness Testing Proposal

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator / Clerk

BACKGROUND: The City was a recipient of a Minnesota Department of Education grant totaling \$730,000 to assist in the construction of the library facility. The grant stipulated adhering to Minnesota B3 Guidelines surrounding building efficiency. The Minnesota B3 Guidelines require that, in the absence of a third-party building enclosure consultant, whole-building air tightness testing must be performed to comply with Section 1.2 Moisture and Water Control. The Howard Lake Library project did not incorporate such a consultant. CR-Building Performance Specialists (CR-BPS) has submitted a proposal to perform the minimal testing required under MN B3.

The scope of work includes project administration, review of design drawings, calculation of allowable air leakage, development of a work plan, implementation of the air tightness test per Air Barrier Association of America standards, and preparation of a final report for submission to the MN B3 portal. Testing must occur outside of library operational hours when the HVAC system is shut down.

FINANCIAL: CR-BPS proposes a lump sum fee of \$8,800, inclusive of reimbursable expenses. Additional site visits or testing, if required, would be billed at \$160 per hour per person plus expenses. Funds will be allocated from the dedicated building budget which has a balance of about \$55,000.

LEGAL: The City will contract directly with CR-BPS. The proposal outlines standard professional service terms, including limitation of liability, insurance requirements, and responsibility for additional testing should the building fail to meet air-tightness standards.

STRATEGIC INITIATIVE: Ensures compliance with State of Minnesota sustainability and building performance standards, supporting the City's commitment to quality construction and long-term facility performance.

COUNCIL ACTION REQUESTED: Motion to approve the proposal from CR-Building Performance Specialists in the amount of \$8,800 for MN B3 required whole-building air tightness testing for the Howard Lake Library, and authorize the City Administrator to execute the agreement.

ATTACHMENTS:

1. Howard Lake Library MN B3 Testing Proposal – CR-BPS



BUILDING PERFORMANCE SPECIALISTS

August 14, 2025

RE: Howard Lake Library
Required MN B3 Testing

Nick Haggenmiller – City Administrator / Clerk
Howard Lake City Hall
625 8th Avenue
PO Box 736
Howard Lake, MN 55349

Pete Filippi – Contegrity Group
101 1st Street SE
Little Falls, MN 56345

Dear Nick & Pete,

CR-Building Performance Specialists (CR-BPS) is pleased to present this proposal to provide the minimal testing required for MN B3 program for the Howard Lake Library hereinafter known as the “Project”.

PROJECT UNDERSTANDING

CR-BPS understands that the Project did not incorporate a Third-Party Building Enclosure Consultant. Per the MN B3 Guidelines, to achieve compliance for 1.2 Moisture and Water Control, whole-building air tightness testing is required in the absence of such a consultant.

APPROACH

Building upon our understanding of the project's status and the specific requirements of the MN B3 Guidelines, CR-BPS proposes a comprehensive approach to ensure full compliance with Section 1.2 Moisture and Water Control. Our methodology will include conducting the necessary whole-building air tightness testing to satisfy the B3 mandate in the absence of a third-party enclosure consultant.

Because the whole-building air tightness test needs to occur uninterrupted during hours when not occupied and the HVAC system is shut off, the test will need to occur when the library is not open.

SCOPE OF WORK

As outlined below, the overall scope includes project administration, developing testing plans, performing functional testing, and reporting.



Task 1 – Planning:

- CR-BPS will review and analyze design drawings detailing building enclosure assemblies.
- CR-BPS will perform the necessary calculations to determine the allowable air leakage per MN B3 of **0.25 cubic feet per minute (cfm) per square foot enclosure area (6-sided) at 75 Pascal (Pa)**
- CR-BPS will develop an overall work plan outlining the roles and responsibilities, schedule, and documentation requirements.

Task 2 – Testing and Analysis:

- CR-BPS will perform the whole building air tightness per the **Air Barrier Association of America (ABAA) Standard Method for Building Enclosure**.
- CR-BPS will schedule and implement the building enclosure testing during hours that will not interfere with daily operations.

Task 3 – Reporting and Recommendations

- CR-BPS will outline the results of testing and report findings to the MN B3 portal
- CR-BPS will provide a written report to the City of Howard Lake and Contegrity Group

SCHEDULE

Our proposed schedule is to proceed with work upon authorization by the City of Howard Lake. The following are milestone tasks to be scheduled based on availability.

- Notice to Proceed
- Kick-Off Meeting & On-Site Testing
- Final Report Deliverables

COMPENSATION

Compensation shall be on a lump sum basis including reimbursable expenses, to be billed monthly.

PROFESSIONAL SERVICE	FEE
Howard Lake Library Testing & Report To Include One Site Visit <i>Reimbursable Expenses:</i> The above fee includes all expenses associated with the project, including equipment, labor, materials, mileage, reproduction, and postage costs.	\$8,800.00
Additional Site Visits	\$160.00 per hour / person + Expenses
Additional Testing	\$160.00 per hour / person

ADDITIONAL SERVICES

Other services not specifically mentioned in this agreement are available and can be negotiated upon request. Any changes to the terms of this agreement must be mutually agreed upon by CR-BPS and the Client. Such changes will be documented in written amendments to the agreement and signed by both parties.

ASSUMPTIONS

- CR-BPS will contract directly with the City of Howard Lake for all services.

CITY OF HOWARD LAKE / CONTEGRITY GROUP RESPONSIBILITIES:

- Provide CR-BPS access to the building with reasonable advance notice.
- Coordinate the HVAC contractor to be onsite with CR-BPS to shut down HVAC system and close any necessary air intakes.
- **This proposal covers one test attempt. If the building fails to achieve the required air-tightness, it will be the responsibility of the City of Howard Lake and/or Contegrity Group to remediate the issues. Additional tests will be required to comply with MN B3 at additional costs outline above.**

GENERAL CONDITIONS

The following represent the general conditions of the agreement if applicable to services rendered.

DESIGN SERVICES. This agreement is for professional design services only; it does not include the supply or furnishing of any equipment, fixtures, or materials, and it does not include labor for construction or installation.

PRICING ESTIMATES. CR-BPS's evaluations of Client's budget and/or estimated construction costs represent CR-BPS's best judgment as a design professional familiar with architecture. It is recognized, however, that neither CR-BPS nor Client has any control over the costs of labor, materials, equipment, or Contractors' methods of determining bid prices, or over competitive bidding, market, or negotiation conditions. Accordingly, CR-BPS cannot and does not warrant or represent that bids or negotiated prices will not vary from CR-BPS's estimates or the project budget. Client may retain its own cost consultant, who shall be solely responsible for the accuracy and preparation of cost estimates at each appropriate stage of the design process, and CR-BPS will cooperate and work closely with the cost consultant to help ensure that the Project can be constructed within the Project budget.

PAYMENT DUE DATE. CR-BPS will invoice monthly. Payments are due and payable thirty (30) days from the date of CR-BPS's invoice. Amounts unpaid thirty (30) days after the date of CR-BPS's invoice shall bear interest at the rate of one percent per month (1%/mo.). CR-BPS shall invoice Client once a month. Client agrees that CR-BPS may suspend services without liability if payment is not received within forty-five (45) days of date of CR-BPS's invoice.

JOBSITE SAFETY. Client hereby agrees and acknowledges that CR-BPS shall not be responsible for any construction means, methods, techniques, sequences, procedures, or safety precautions utilized on the project, since these are solely the responsibility of the Contractor, or Client, if Client is acting as the Contractor.

OWNERSHIP and COPYRIGHTS. CR-BPS, and CR-BPS's consultants, shall be deemed the original authors and owners respectively of any materials produced under this Agreement and shall retain all common law, statutory and other reserved rights, including copyrights. The Client acknowledges that CR-BPS and CR-BPS's consultants have prepared said materials and agrees to limit use of same to this site-specific project only. Client is granted a conditional nonexclusive license to utilize the materials produced under this Agreement on this project on this project site only, which license is conditional upon payment in full to CR-BPS for all services performed or to be performed under this Agreement. Client's license may be revoked upon any breach of this Agreement. Client agrees to defend, indemnify, and hold CR-BPS and CR-BPS's consultants harmless from any causes of action, claims, losses, damages, and expenses of any kind whatsoever, including reasonable attorney's fees, resulting from the unauthorized reuse of the CR-BPS's and CR-BPS's consultants' materials.

LIMITATION OF LIABILITY. Client, and any person or entity claiming through Client, agrees, to the fullest extent permitted by law, to limit the liability of CR-BPS to Client for any and all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorney's and expert- witness fees and costs, from any cause or causes, so that the total aggregate liability of CR-BPS to Client shall not exceed CR-BPS's total fee received for services rendered on this project. It is intended that this limitation apply to all liability or causes of action, however alleged or arising, unless otherwise specifically prohibited by law.

MEDIATION and LITIGATION. Should any claim(s) arise between Client and CR-BPS; the parties agree to submit such claim(s) to mediation, as a condition precedent to litigation. Mediation shall be conducted by and under the rules of the Association of Licensed Architects unless the parties mutually agree otherwise. Should the parties fail to resolve the claim(s) through mediation, the claim(s) may then be litigated. Nothing contained in this Agreement shall prevent CR-BPS from filing any lien arising out of CR-BPS's services to comply with notice and filing deadlines prior to resolution of the claim by mediation or litigation.

CLIENT PROVIDED INFORMATION. CR-BPS shall be entitled to rely on the accuracy and completeness of any information provided to CR-BPS by Client, Client's customers, or Client's consultants. CR-BPS shall not review said information for accuracy or completeness.

HAZARDOUS MATERIALS. CR-BPS assumes no responsibility or liability for the discovery or removal of any hazardous substances found at the jobsite.

CULTURALLY SENSITIVE. CR-BPS assumes no responsibility or liability for the discovery or removal of any culturally sensitive materials found at the jobsite. Culturally sensitive materials to include any Native American artifacts or burial remains.

PERMITS AND APPROVALS. It is the responsibility of Client to obtain all necessary permits and approvals for the project. CR-BPS shall assist Client in such endeavors as mutually agreed to in writing.

STATUTE OF LIMITATIONS PERIOD. The Statute of Limitations period shall commence to run on the Date of Substantial Completion of the project. In no case shall the Statute of Limitations period commence to run later than the date when the CR-BPS's services are substantially completed.

ASSIGNMENT. Neither party may assign, sublet, or transfer any rights under or interest in this agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. For the CR-BPS to consent to any assignment to a lender, the lender shall assume Client's rights and obligations under this agreement,

including the obligation to cure a default by Client in payments for professional services and reimbursable expenses. Lender and/or Assignee also agrees that CR-BPS's instruments of service cannot be used without CR-BPS's continued participation in the project through the Contract Administration Phase, without providing CR-BPS a release and indemnification agreement such as that described above in the Contract Administration section when CR-BPS is not involved in this Phase.

TERMINATION. This Agreement may be terminated by either party upon notification to the other party via Time/Date Stamped Certified Mail. Client agrees to pay CR-BPS for all services performed and all reimbursable expenses incurred, to the date of notification of termination.

VENUE. The parties agree to be subject to the jurisdiction of the County of Wright, State of Minnesota. The laws of the State of Minnesota shall govern the interpretation of this Agreement.

MISCELLANEOUS PROVISIONS. This Agreement also includes the following provisions: This agreement is valid for thirty (30) days following the date listed on this agreement.

INSURANCE.

CR-BPS will provide the following insurance:

A professional liability insurance policy, insuring payment of damages for legal liability arising out of the performance of professional services for CR-BPS, in the insured's capacity as Owner, if such legal liability is caused by an error, omission or negligent act of the insured or of any person or organization for whom the insured is legally liable, to an amount of \$2,000,000; and stating that such insurance cannot be canceled until thirty (30) days after CR-BPS has received written notice to the insurer's intention to cancel the insurance.

Worker's compensation insurance in the statutory amount and employer's liability insurance in an amount not less than \$500,000 for all employees engaged in the Work.

Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles in an amount not less than the prescribed State requirements.

Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Sub Owner or of any of its employees, agents, or subcontractors, with not less than \$500,000 occurrence and in the aggregate.

ACCEPTANCE

If this proposal agreement meets with your approval, we look forward to starting your project. The signatures below indicate that the signing parties have fully read and understand this agreement and accept the terms set forth herein. Please sign and return this document with any initial payment, if required. Upon receipt we will commence work.

Respectfully Submitted,



Chad Rykal - Principal
CR-BUILDING PERFORMANCE SPECIALISTS, GBC

Accepted by: City of Howard Lake

Approved by: Nick Haggemiller

Authorized Signature

Title: _____

Date: _____



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Approving Quote for Water Treatment Plant Media Replacement

SECTION: Public Works / Water Treatment

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

BACKGROUND: The City of Howard Lake's existing Water Treatment Plant is experiencing issues with filter media levels, which are approximately 3–4 inches below the design specification of 10 inches of anthracite. To maintain operations until a new water treatment plant is completed, it is necessary to install approximately 50 cubic feet of replacement anthracite media. Two quotes were obtained for this work: Magney Construction (\$11,900) and Minnesota Mechanical (\$18,500). Staff recommends proceeding with Magney Construction. Work includes isolating filter cells, draining, installing, and disinfecting the new media. Bac-T testing will be handled by city staff. Work is recommended for winter to minimize operational impacts.

FINANCIAL: The low bid from Magney Construction is \$11,900. Costs will be paid from the Water Utility Fund. Bac-T testing costs are excluded from the bid and will be handled by the City.

LEGAL: None beyond standard procurement and contract execution requirements.

STRATEGIC INITIATIVE: Ensures continued provision of safe drinking water by maintaining critical infrastructure until the new treatment facility is operational.

COUNCIL ACTION REQUESTED: Motion to approve the quote from Magney Construction in the amount of \$11,900 for filter media replacement at the existing Water Treatment Plant, with work scheduled for winter 2025–2026.

ATTACHMENTS:

1. Memo from City Engineer
2. Filter Media Replacement Quotes



Real People. Real Solutions.

MEMORANDUM

Date: August 13th, 2025

To: Nick Haggemiller - City Administrator
Honorable Mayor Zimmerman & Council
625 8th Ave
Howard Lake, MN 55349

From: Josh Halvorson, P.E. - City Engineer
Jennifer Selchow, P.E. - Principal Engineer

Subject: Existing Water Treatment Plant Update
Howard Lake
BMI Project No.: OW1.130734

The Howard Lake Existing Water Treatment Plant is facing significant challenges due to aging infrastructure, outdated systems, and a lack of capacity to meet growing demand. To ensure the continued delivery of safe, high-quality water to the community, City Staff and Bolton & Menk have designed a new water treatment plant. Unfortunately, a new facility is expensive and takes years to construct and we need to keep our existing facility operating until then.

Following our July 21st Council workshop, we procured quotes from Minnesota Mechanical and Magney Construction for the installation of a new top layer of filter media:

Filter Media

Based on previous estimates, each filter cell is approximately 3-4 inches short compared to the design specifications, which call for 10 inches of anthracite. To address this issue, it is recommended that the City hire a contractor to install 50 cubic feet of anthracite media to refill the missing top layer of media.

Bolton & Menk has procured two quotes from reputable water and wastewater contractors for the installation and disinfection of 50 cubic feet of anthracite media:

Contractor	Total Cost
Magney Construction	\$11,900
Minnesota Mechanical	\$18,500

This work includes isolation of the filter cells, installation of the new media, and disinfection of the new media. To install the media, the contractor will need to drain down and isolate each filter cell separately to allow for the installation and disinfection of the media. It will take at least 72 hours from filter cell isolation to getting the Bac-T results for each filter cell, meaning there

will be two periods where only one cell will be in operation for at least three days. This does not include the time to drain the filter down. Because of this, it is recommended the city do this work during it's lowest demand month in the winter. It is Bolton & Menk's understanding that the filter is not draining down properly. It is recommended that this issue be investigated and resolved prior to beginning the media installation work. The quotes do not include Bac-T testing, as the City stated they are willing to collect the sample and submit them to a testing agency for analysis.

City Staff and Bolton & Menk are recommending moving forward with media installation work as presented for continued operation and reliability of the existing plant. Upon receiving the quotes per the attached, we recommend working with Magney Construction for the filter media installation improvements.

Attachments:

- Filter Media Quotes

Quote

Date:
7-31-2025



313 34th Ave South
Waite Park, MN. 56387
Phone (320)492-0198

Job Name: Howard Lake Media Install
Job Site address: Howard Lake, MN.

Attn: Nick

Labor to install 50 Cubic Feet of Anthracite into two separate Filter Cells. Work to be done in two separate phases. One cell will need to be up and running before work can be done on the second cell. Temporarily block off influent weir to Cell, install media, Chlorinate, let set for 24 Hours, Backwash cell to waste, and take Bacteria Test. Filter Cell will be offline for a minimum of 3 days, each

No skimming of Anthracite

Total \$ 18,500.00

Greg Braegelmann
MN Mechanical Solutions Inc.
320-492-0198

Accepted By:

Authorized Representative

Date

SEND TO	FROM
Company Name Bolton & Menk, Inc.	Magney Representative Dan Fuhrman
Attention Nick Gans	Date 8/8/2025
Fax Phone:	QUOTATION # Howard Lake WTP - Media Install

Total pages, including cover: 1

COMMENTS

Dear Nick Gans,
 Magney Construction, Inc. is pleased to present the following cost for the necessary labor, material, and equipment to install approximately 50 CF of anthracite media in the filter at the Howard Lake Water Treatment Facility.

INCLUDED:

- Mobilization
- Isolate each filter cell
- F&I 25 Cubic Feet of Anthracite Media in Filter Cell A
- Disinfect Filter Cell A
- F&I 25 Cubic Feet of Anthracite Media in Filter Cell B
- Disinfect Filter Cell B

EXCLUDED:

- Backwashing & Skimming
- Permits
- Testing
- Painting
- Electrical
- Mechanical

TOTAL: \$ **11,900.00**

*****NOTE: If Backwashing & Skimming is required, add \$1,500 to the quote.**

Please review and contact me if you have any questions.

Thank You,



Daniel Fuhrman
 Project Manager

Accepted By:

Date:



HOWARD LAKE CITY COUNCIL MEETING

August 18, 2025

AGENDA ITEM: Consider Notification of Cancellation of Purchase Agreement for Terning Trails Apartment

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: In the Spring of 2023, Buffalo Lakes Partners LLC sought various approvals necessary to advance a 45 unit market rate apartment project at Terning Trails adjacent to the Lodge of Howard Lake. The approvals included negotiating terms associated with purchasing land held by city for resale, preliminary plat approval, PUD establishment and site plan approval TIF District creation.

At the time, Buffalo Lakes Partners LLC had an investment group identified to construct and own this project. However, this investment group failed to fully materialize citing rising interest rates making for a cost prohibitive project. Since that time, Buffalo Lakes Partners has been soliciting the project to other entities that would purchase property as well as the plans and specifications created for the project. Various entities have expressed interest, but all have identified changes necessary to the plans previously created by Buffalo Lakes and approved by the City. Collectively, this has led to an extended stalemate and lack of progress towards development.

Throughout this process and time, various entities have approached the City directly seeking a direct agreement. Due to the fact that the City has an active purchase agreement with Buffalo Lakes LLC we are unable to consider alternatives. Reviewing these circumstances with Buffalo Lakes LLC as well as the city attorney, three matters are proposed for consideration:

1. **Send 60 Day Notification of Termination of Purchase Agreement to Buffalo Lakes LLC.**
2. **Establish Timeline for Remedy which affords benchmarks.**
3. **Propose a closing date on the property of January 31, 2026 or full termination will occur.**

Buffalo Lakes LLC indicated at the meeting they are “very close to getting an end owner of the project across the finish line.” And that the proposed timeline including a January 31, 2026 closing is feasible. However, as similar comments have been made previously, it is the recommendation of the city attorney and city administrator to have the mayor and city council authorize the notification of termination of the purchase agreement with a 60 day notice for remedy.

Assuming Buffalo Lakes LLC is in fact able to perform in a manner they suggest, the purchase agreement would NOT be terminated and rather at a future council meeting (proposed for November 20, 2025) for the approval of a revised purchase agreement that sets a closing date of January 31, 2026 with a described project that matches.

FINANCIAL: The City has agreed to a sales price of \$200,000 for the land. The specific action of sending notification of termination has a nominal fee (attorney’s fee).

LEGAL: The City Attorney has reviewed the purchase agreement, led recent discussions on the matter and has proposed this course of action to be taken by the City.

STRATEGIC INITIATIVE:

1. Develop a Livable Community for All.
2. Maintain Fiscally Responsible City Operations.

COUNCIL ACTION REQUESTED: Direct city administrator and city attorney to send 60 day notification of termination of purchase agreement to and for Buffalo Lakes Partners LLC related to the Terning Trails Apartment Project.

ATTACHMENTS:

1. Email: Mike Couri
2. Previous Council Approvals from 2023

Meagan Theisen

From: Mike Couri <mike@couriruppe.com>
Sent: Friday, August 15, 2025 11:45 AM
To: Nick Haggemiller; Joe Somebody
Cc: Meagan Theisen; Nate Sparks
Subject: Re: Buffalo Lake Partners LLC - Terning Trails Apartments

Thank you all for coming out to our office yesterday. I thought the meeting was productive and gives us a road map. However, upon thinking about this more, Don is likely going to need to line up his developer and get them to commit to this project earlier than we were thinking as we will need to have full construction plans and site plan finished by December 31, 2025 in order to get those documents to the Assessor so that the we can get the minimum assessment agreement amount back from the Assessor in time for the closing on January 31, 2026.

Assuming full construction plans will take 3 months for an architect to prepare, Don will have to contract with an architect by the beginning of October in order to meet the December 31, 2025 construction plans deadline. I am assuming that this means Don is going to have to have something inked with the developer by October 1 before he will commit to paying the architect's fees to design the building.

Given these assumptions, I recommend that at Monday's meeting the City Council authorize Nick to provide a 60-day notice to Don that the City intends to terminate the purchase agreement. That would put us into mid-October, at which time Don will either have inked a deal with the developer and authorized the architect to prepare the full construction plans or he will not have done so. If plans are underway and expected to be delivered by December 31, 2025, the parties can approve the amendment to the purchase agreement and we would expect close on January 1, 2026. If plans are not underway, it would appear that the closing will not be able to be met on January 31, 2026 and there would be no use at that point in amending the purchase agreement. In that case, the City would simply terminate the contract on the set date in mid-October and everyone goes their separate ways.

Michael C. Couri
Couri & Ruppe, P.L.L.P.
705 Central Avenue East
P.O. Box 369
St. Michael, MN 55376
763-497-1930

From: Nick Haggemiller <cityadmin@howard-lake.mn.us>
Date: Friday, August 8, 2025 at 11:41 AM
To: Joe Somebody <dwkrsn@yahoo.com>
Cc: Meagan Theisen <mtheisen@howard-lake.mn.us>, Mike Couri <mike@couriruppe.com>, Nate Sparks <nsparks@wsbeng.com>
Subject: RE: Buffalo Lake Partners LLC - Terning Trails Apartments



HOWARD LAKE CITY COUNCIL MEETING

APRIL 17, 2023

AGENDA ITEM: Consider Approval of Purchase Agreement for Terning Trails Apartment Project

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: The City has been negotiating general terms and project scope with Buffalo Lake Partners LLC. This group is active in the area (Buffalo, Delano) in constructing similar developments as proposed in Howard Lake. The partners themselves are familiar to the city as most of the individuals are also partners in the final phase of Terning Trails single family development.

Attached to this staff report is the letter of understanding that summarizing the project and roles of the developer and the City. In quick summary:

- City to sell PID 109055000020 (6.7 acre parcel west of the Lodge of Howard Lake) for \$200,000.
- Developer to construct two, ~~30 unit~~ 45 Unit apartment developments and an estimated 12 townhomes
- Estimated construction start date of ~~Fall 2022~~ Summer 2023
- City/Developer would enter into a TIF agreement for a duration of ~~12~~ 13 years, at 60%/40% split.

As noted in the LOU, the last multi-family development constructed in Howard Lake was 30 years ago. Residents, realtors and employers have expressed the need for this housing style in order to attract/retain employees.

April 2023

City staff and consultants have spent months working out various site plan issues. In order to meet various ordinance requirements, the project has evolved to include two, 45 unit apartment complexes proposed to be built in two phases. While the approvals permitted staff to make changes to the purchase agreement, we also believe this to be a substantive enough of a change that council should consider once again. Council consideration is further asked in order to ensure various legal documents that will be drafted in the coming weeks will match council expectations.

Planning and Zoning

The Parks and Planning Commission held a public hearing on April 12, 2023 in regards to the project. Detailed information is included with the council agendas including City Planner Sparks memo and related recommendations. Ultimately, on a 6-1 vote, the parks and planning commission recommended approval of the site plan.

The site plan itself calls for the developer to provide various clarifications, submittals and modifications. These are believed to be non substantive in nature and able to be considered for final approval by staff.

Park Dedication

The agreement as presented, requires the developer to complete on AND off site trail improvements originally proposed for the Terning Trails Campus. The final park dedication fee as well as anticipated cost to construct is still to-be-determined. Council is asked to provide general feedback on proposed trail configuration. In anticipation, the city has agreed to provide one more year of TIF assistance.

Site Plan

The final plat and site plan that will be brought forward for approval (likely in May) assumes council approval of modifications to our existing parking ordinance. The current ordinance requires 2.5 stalls per unit. This provision is dated and far more restrictive than best practices suggest currently. Parking regulations have been previously included on a revision list as part of the overall comp plan and codification update. That said, the proposed site plan calls for 2.3 stalls per unit and the proposed ordinance amendment will call for 2.25 stalls per unit. The average appears to be closer to 2 for many cities.

Finally, materials will be drafted that provide approval for the overall development in 2023. However, the developer will still be required to resubmit materials to ensure site plan conformity when the second apartment building is proposed to be constructed.

DECISION MAKING METRICS:

FINANCIAL: The draft terms include a sales price of \$200,000 for the sale of the land. Various development fees will be due at closing and/or addressed via the TIF agreement.

LEGAL: City Attorney Mike Couri drafted the purchase agreement with assistance from Financial Advisor, Shannon Sweeney.

STRATEGIC PLAN:

1. Provide and encourage a diverse and quality housing stock.
-

COUNCIL ACTION REQUESTED: Approve modified purchase agreement for apartment project. Direct staff to engage city attorney and bond counsel to draft necessary legal documents necessary to close on the project.

ATTACHMENTS:

1. City Planner Nate Sparks Planning Memo
2. Site Plan Submittals
3. Revised Purchase Agreement



NORTHWEST ASSOCIATED CONSULTANTS, INC.

4150 Olson Memorial Highway, Ste. 320, Golden Valley, MN 55422
Telephone: 763.957.1100 Website: www.nacplanning.com

To: Howard Lake City Council
Nicholas Haggemiller, City Administrator

From: Nate Sparks, City Planner

Date: April 13, 2023

Re: Terning Trails Apartments

BACKGROUND

In 2012, the City Council adopted a Master Plan for the entire Terning Trails Campus. The intended land use goal of the campus plan was to provide for a continuum of care in housing. To that end the following was proposed for this plat:

- 80+/- single family “starter” homes proposed.
- 24 unit assisted living center.
- 100 slot childcare center.
- 30 bed skilled nursing facility.
- 12 single family “patio” homes.
- General Occupancy Multi-Family Project (estimated at 70 units)

Over the last several years, the City has partnered with various builders and developers to see this concept plan to fruition. By and large the intentions of the initial campus plan have been brought forward and have been realized. In fact, a proposed childcare center is anticipated to be brought forward for approval in 2023! That said, the City does NOT anticipate certain improvements to ever occur. Specifically, the skilled nursing facility. Elder care has changed dramatically and quickly since 2012 when the original concept plan was approved by the City. Simply stated, it is not likely the City will ever see a new skilled nursing facility due to market demand and general preference by most Baby Boomers to “age in place.” This is significant inasmuch as it frees up additional land for development deemed necessary by the market.

Buffalo Lake LLC

The City has received an application from Buffalo Lake LLC for a multi-family apartment complex. Buffalo Lake LLC is an entity that selects sites and navigates the development process. The proposed project is located on city owned property at Outlot B of Terning Trails Plat 3. The City Council has approved a purchase agreement for the totality of the site including a concept site plan at their August 2022 Regular Council Meeting. The proposal is for two apartment buildings totaling 91 units. One building would be built at a later date.

Abbreviated Summary of Necessary Planning and Zoning Approvals Sought

The project requires an amendment to the Terning Trails Planned Unit Development and the approved Preliminary Plat for the site, which require public hearings. Also required is a site plan and final plat approval.

To that end, a staff level Development Review Committee has reviewed the submittals and provided feedback including the following disciplines: planning & zoning, engineering, fire protection and administration. Due to the nature of the development and certain considerations requiring higher approvals (DNR etc.), the planning commission will need to consider their own review which will include several items that will need to be finalized as the project moves forward through all concurrent approvals.

COMPREHENSIVE PLAN / ZONING

The property is guided for a High Density Residential Land Use which allows for multi-family residential developments up to 15 units per acre. The proposal would be 13.5 units per acre.

The property is zoned as a Planned Unit Development as part of the Terning Trails development. It was proposed in the Terning Trails PUD originally as a senior apartment or nursing home. The number of units were undefined in that approval.

The underlying zoning district within the PUD is the R-7, High Density Residential Zoning District.

SITE PLAN / PERFORMANCE STANDARD REVIEW

Zoning Performance Standards

The R-7 District requires a minimum lot area of 15,000 square feet and 85 feet in width. The proposed lot for development meets these standards.

The R-7 District allows for apartment structures and multiple principal structures on one lot. Setbacks are required to be 30 feet to the right-of-way/perimeter of the site, 30 feet to private drives, 33 feet to wetland boundaries, and a building separation of 20 feet.

Due to the proposed structure sharing an access point with the property to the east, the setback is 25 feet to the property line in this area, otherwise, these standards are being met.

Building height is capped at 3 stories or 40 feet, whichever is less. The proposed structure is 37' 9" in height.

A portion of the property, which is mostly wetland, lies within the Shoreland District. Impervious surface coverage is limited to 25% for this area, which is being met.

In summary, performance standards appear to meet or exceed code requirements.

Architectural & Building Standards

The City's Zoning Ordinance requires that the exterior of multiple family dwelling structures "include a variation in building materials which are to be distributed throughout the building facades and coordinated into the architectural design of the structure to create an architecturally balanced appearance."

In addition, a minimum of twenty-five percent (25%) of the combined area of all building facades facing a public right-of-way of a structure shall have an exterior finish of brick, stucco and/or natural or artificial stone. This appears to be generally met, but the applicant will need to provide the percentage breakdown.

The City's Ordinance requires one bedroom apartments to be 700 square feet in area, the plan depicts some one bedrooms being approximately 690 square feet. The two and three bedroom units all appear to meet code requirements.

In summary, the plans presented exceed minimum design and development standards found within the code.

Site Circulation & Parking

The site is proposed to be accessed from the same driveway as the Assisted Living Facility to the east. This site was approved by the PUD Plan.

The applicant has provided a site circulation plan depicting maneuvers for the type of trucks that will access the site. A turning radius plan has been included and reviewed. The proposed plan includes a fire access plan that appears to minimally meet code requirements. The final construction documents will be required to verify turning movement compliance.

Parking is required at 2.5 stalls per unit by the current Ordinance. Staff has been reviewing this code and recommended that the applicant use 2.25 stalls per unit instead, as this was going to be a proposed ordinance amendment, as part of a general code update. Planning Commission members may weigh in on this matter at this time. However, in review of nearly every ordinance relating to parking standards, current best practices range from 1.25 to 2 stalls per unit. The proposed development nearly meets current code and is believed to easily meet code upon final code revision.

The applicant is also proposing garage units on the lower level of the building as well as surface parking for a cumulative total of 2.2 stalls per unit.

In summary, the current plans may need minor adjustments which would be considered with final construction documents and related approvals.

Lighting & Landscaping

The applicant will need to provide a lighting plan depicting conformance to the City's lighting ordinance. To date, this has not been provided.

The applicant has provided a landscaping plan that includes the following:

- Existing tree preservation plan.
- Necessary perimeter screening between developments.
- A planting plan indicating for the totality of the site.
- A proposed planting schedule including the size, type and location for the totality of the site.

There is a trash enclosure depicted on the plans. Details on the construction of this will be required for the building permit issuance.

The site plan does not appear to include any signage for the site. Signage is not required by code. However, if a sign is to be placed it must be done in a manner consistent with the City's Sign Ordinance.

In summary, the proposed landscaping plan meets or exceeds code. A photometric lighting plan is anticipated to be received by the City prior to issuance of building permits.

Grading & Drainage

The applicant has provided wetland delineation, topographical survey, stormwater retention and grading plans. All appear to generally meet or exceed the city's requirements. The City Engineer highlighted several areas of confirmation that must be addressed. These are considered non-substantive in nature.

In summary, the proposed grading and drainage plan appears to meet requirements given final confirmation found in construction document level drawings.

Park Dedication

The applicant is proposing to construct the required trail through this area for park dedication purposes. Staff is reviewing trail route options with the applicant and estimated costs. The PPC may recommend acquiring the trail or cash-in-lieu of parkland dedication. A draft trail plan has been included for PPC review.

It is important to note that Park Dedication matters are a council level approval, typically. This is especially true in this case where the City is the current owner of the parcel. As a matter of quick policy review/refresher, developers are required to provide recreational amenities for their developments. The City has often accepted cash-in-lieu of land or physical improvements such as playgrounds or trails. In this instance, where a neighborhood park is existing within walking distance and the site itself does not appear to have enough space to accommodate a recreational area, providing meaningful trail connections for the entire campus is being sought and considered by the city.

DNR Comments

The DNR has been provided the application and comments are pending. Initially, the DNR indicated that there would be no issues provided the impervious surface was being handled properly. The DNR requires a 30 day comment period. This comment period has expired. If comments are received after-the-fact, these will need to be considered and conveyed to the applicant.

PLANNING COMMISSION RECOMMENDATION

The Turning Trails Preliminary Plat indicated development like this on the previous approvals. Therefore, The Planning Commission recommended approval, provided all Staff comments shall be addressed:

1. The applicant shall provide a breakdown on the front facing building materials.
2. The impervious surface percentage in the Shoreland District shall be provided.
3. A lighting plan shall be prepared for Staff review.

4. All comments from the City Engineer shall be addressed.
5. All comments from the City Attorney shall be addressed.
6. Parking shall be provided at 2.25 stalls per unit.
7. Parkland dedication in the form of trail construction is recommended.

Attachments:

1. Existing Site Topo
2. Preliminary Plat (previously approved)
3. Site Plan
4. Grading and Stormwater Plan
5. Utility Plan
6. Tree Preservation Plan
7. Landscaping Plan
8. Fire Access Plan
9. Trail Plan

33 **1ST STREET EAST** NORTH LINE OF THE NW 1/4 OF SEC. 2, T. 118, R. 27 33

OUTLOT A

Drainage and Utility Easement over all of Outlot A

WETLAND

LOT 1

BLOCK 1

LOT 1

BLOCK 1

OUTLOT A

OUTLOT C

OUTLOT B

Drainage and Utility Easement over all of Outlot B

BURLINGTON NORTHERN SANTA FE RAILROAD
NORTHERLY R/W LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD

MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 86-43
U.S. HWY. NO. 12

Legal Description

OUTLOT B, TERNING TRAILS PLAT 3 according to the recorded plat thereof, Wright County, Minnesota.

Zoning & Setback Summary

Existing Zoning Designation: Planned Unit Development (PUD)

Building Setback Provided:

- Front Yard: 30'
- Rear Yard: 25'
- Side Yard (Interior): 10'
- Side Yard (ROW): 25'

Parking Setback Information

- Front Yard: 30'
- Rear: 5'
- Side: 5'

- Minimum Lot Size: 15,000 Sq. Ft.
- Minimum Lot Width, Base Standard: 85'
- Minimum Lot Width, Two-Family Dwelling: 50'

Area Summary

Total Site Area: 292,338 Sq. Ft. = 6.71 Ac	Lot Areas
Wetland Area: 23,556 Sq. Ft. = 0.54 Ac	Outlot A - 24,158 Sf. - 0.55 Ac.
Net Area: 268,778 Sq. Ft. = 6.17 Ac	Outlot B - 41,734 Sf. - 0.96 Ac.
Total Number lots = 3	Lot 1 - 226,446 Sf. - 5.20 Ac.
Total Number units = 91	
Net Density = 13.5 Units/Acre	

DRAWINGS BY



14260 23rd Ave N
Plymouth, MN
Phone: 763-340-0699

DRAWINGS FOR

Buffalo Lake Partners,
LLC

9705 45th Ave N.
Unit 42 #1176
Plymouth, MN 55442

PROJECT

Multi-Family Residential Development

Howard Lake, MN

CERTIFICATION

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

RANDALL C. HOLLUM
MN. LIC. NO. 19571

Date: Month, Day, Year

ISSUED FOR

ISSUE / REVISION	DATE
Preliminary Plat Submittal	12-05-2022
Preliminary Plat Submittal	03-10-2022

SUBMITTAL INFO

Review By: RH
Project #: 22026
Submittal Date: 03-10-2023
Submittal Phase: Preliminary Plat Submittal

SHEET TITLE

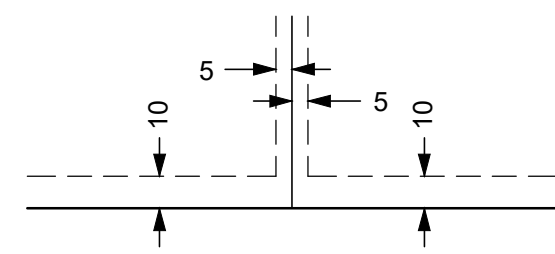
Preliminary Plat

SHEET NUMBER

C2.0

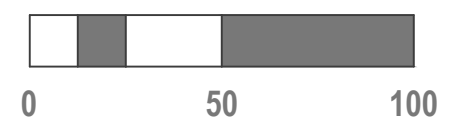
Copyright Land & Resource Consulting

Drainage and Utility Easements are shown thus:



Being 5 feet in width and adjoining lot lines, unless otherwise shown, and 10 feet in width and adjoining street lines unless otherwise shown on the plat.

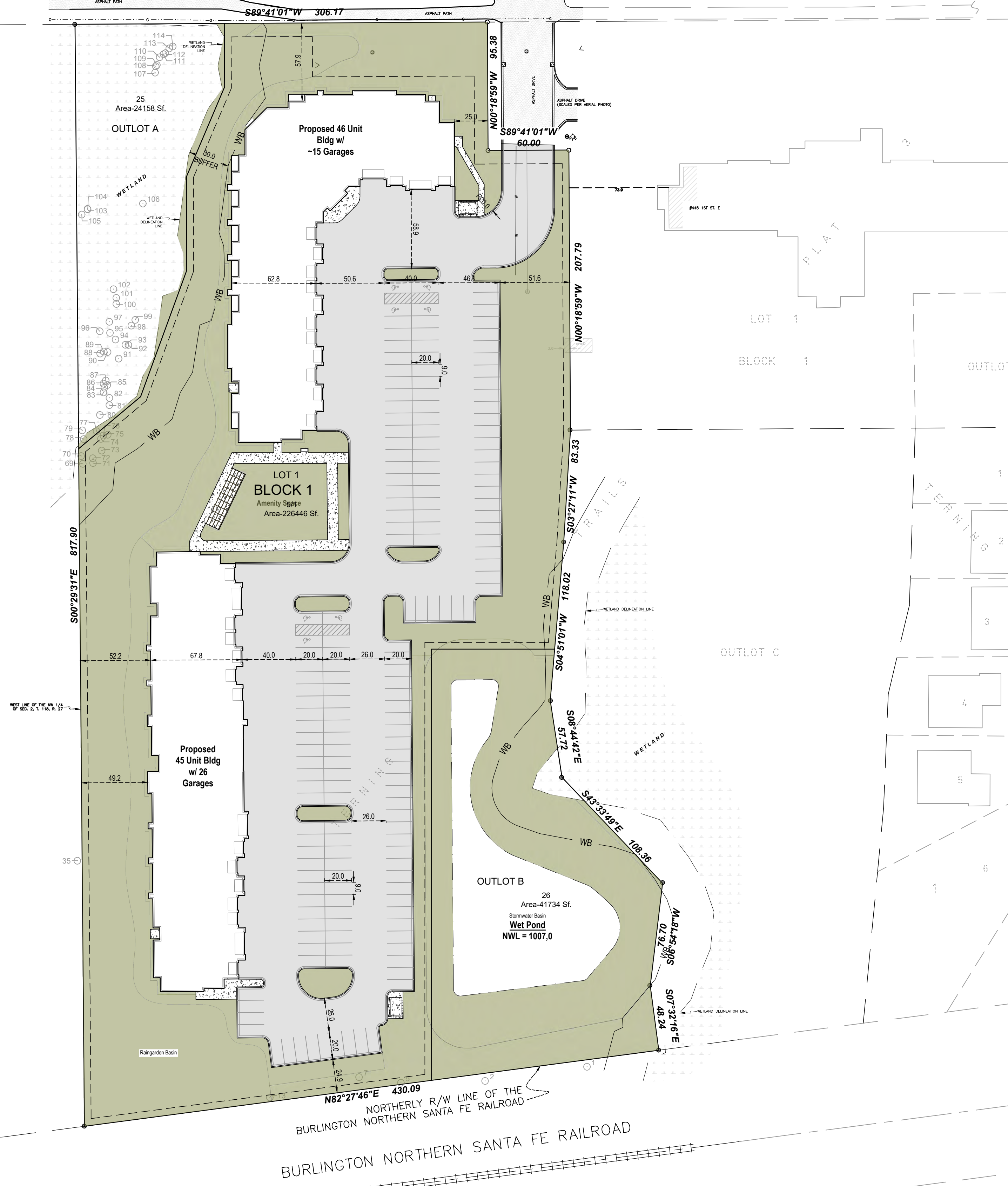
Bearings shown are based upon the plat of TURNING TRAILS PLAT 3



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NW CORNER OF THE NW 1/4 OF SEC. 2, T. 118, R. 27

1ST STREET EAST NORTH LINE OF THE NW 1/4 OF SEC. 2, T. 118, R. 27



General Site Notes

- For surveying and construction staking, contact Land & Resource Consulting 763.340.0699.
- Dimensions are to outside foundation wall, back of curb or edge of bituminous pavement unless noted otherwise on the drawings.
- The building and structure location and orientation is shown on the plans in relation to the property boundary and right-of-way.
- Building and structure dimensions are approximate. Architectural and structural plans shall be utilized to stake the new structures and buildings.
- Erosion control and sedimentation control measures shall be installed and inspected prior to the start of construction.
- City infrastructure shall be built in accordance with Howard Lake material and construction methods. In the event of a discrepancy, the Howard Lake Standards shall govern.
- Improvements within the County right-of-way shall be constructed in accordance with County Construction Standards. In the event of a discrepancy, the County Standards shall govern.

Zoning & Setback Summary

Existing Zoning Designation: Planned Unit Development (PUD)

Building Setback Provided:
 Front Yard: 30'
 Rear Yard: 25'
 Side Yard (Interior): 10'
 Side Yard (ROW): 25'

Parking Setback Information
 Front Yard: 30'
 Rear: 5'
 Side: 5'

Minimum Lot Size: 15,000 Sq. Ft.
 Minimum Lot Width, Base Standard: 85'

Area Summary

Existing:			
Pervious:	292,487 sf	6.7 ac	100%
Impervious:	0.0 sf	0.0 ac	0.0%
Total	292,894 sf	6.7 ac	100%
Proposed:			
Pervious:	156,539 sf	3.6 ac	53.4 %
Impervious:	136,355 sf	3.1 ac	46.6%
Total	292,894 sf	6.7 ac	100%

Parking Summary

Required Parking
 Minimum Parking Stalls Required: 2.25 per unit
 for 91 Units: 205 total stalls

Provided Parking
 Standard Surface Stalls: 170
 Underground Stalls: 35
 Total: 205

Building and Unit Areas

Apartment - North	Apartment - South
Building Area: 22,366 s.f.	Building Area: 21,325 s.f.
1 Bedroom: 690 s.f.	1 Bedroom: 690 s.f.
2 Bed/1 Bath: ~900 s.f.	2 Bed/ 2 Bath: 1070 s.f.
2 Bed/ 2 Bath: 1140 s.f.	

Apartment Phasing

North Apartment - Phase 1	South Apartment - Phase 2
Total Units: 46	Total Units: 45
1 Bedroom / 1 Bath: 22	1 Bedroom / 1 Bath: 20
2 Bedroom / 1 Bath: 1	2 Bedroom / 2 Bath: 25
2 Bedroom / 2 Bath: 23	

Legend

- Open Space
- WB Wetland Buffer

DRAWINGS BY

14260 23rd Ave N
 Plymouth, MN
 Phone: 763-340-0699

DRAWINGS FOR

Buffalo Lake Partners, LLC

9705 45th Ave N.
 Unit 42 #1176
 Plymouth, MN 55442

PROJECT

Multi-Family Residential Development

Howard Lake, MN

CERTIFICATION

PRELIMINARY NOT FOR CONSTRUCTION

ISSUED FOR

ISSUE / REVISION	DATE
Preliminary Plat Submittal	12-05-2022
Preliminary Plat Submittal	03-10-2022

SUBMITTAL INFO

Review By: RH
 Project #: 22026
 Submittal Date: 03-10-2023
 Submittal Phase: Preliminary Plat Submittal

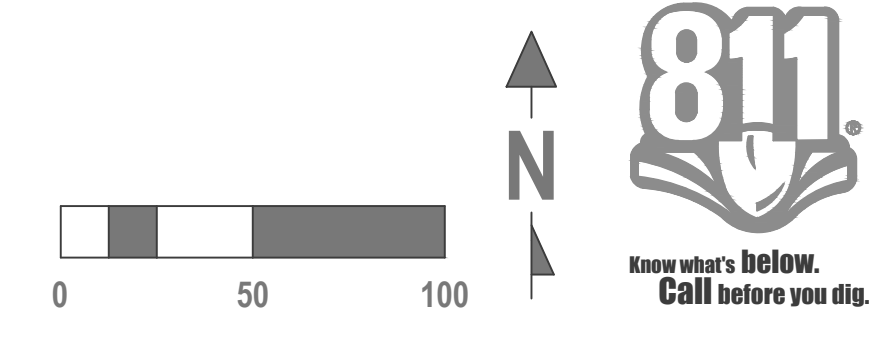
SHEET TITLE

Site Plan

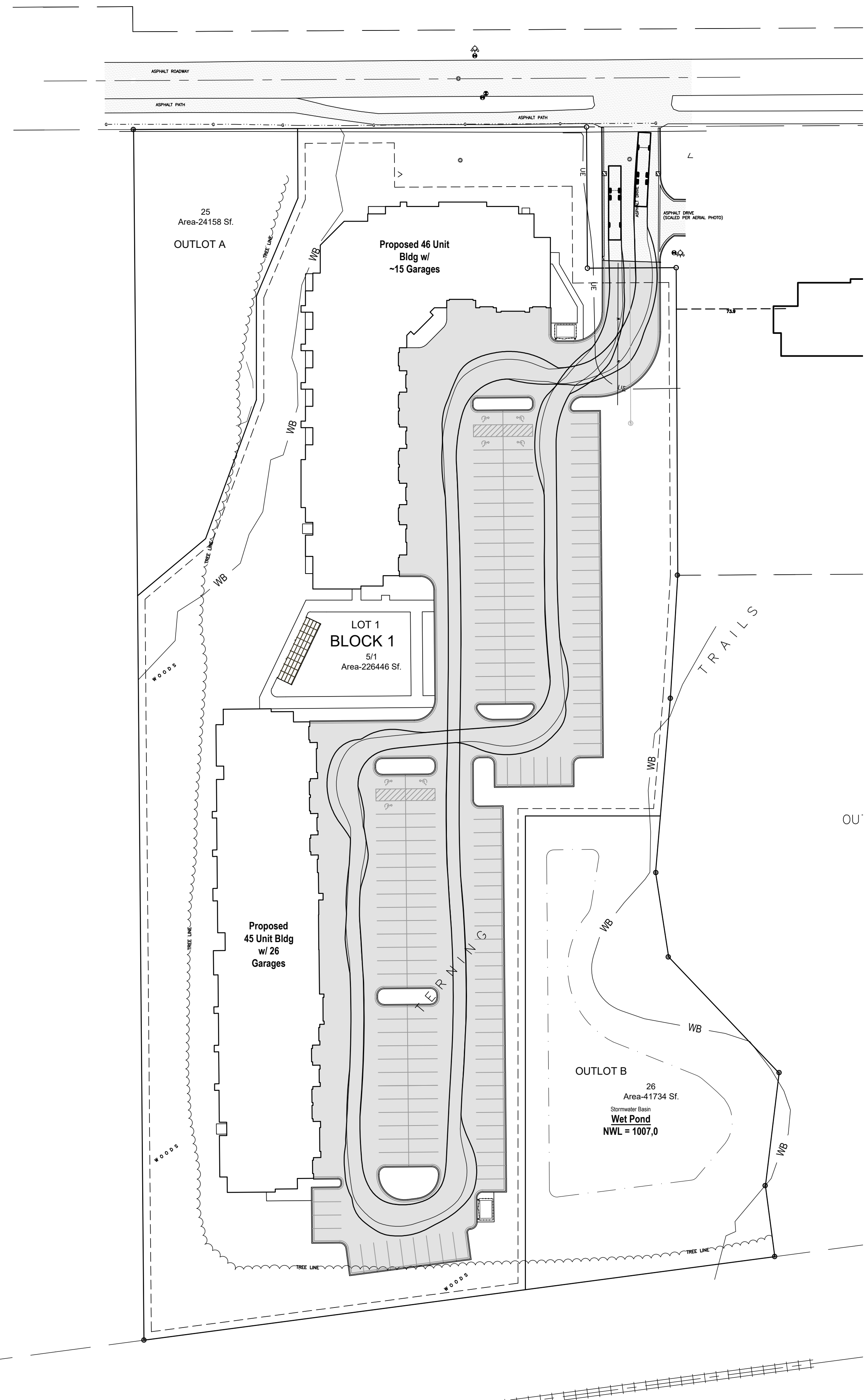
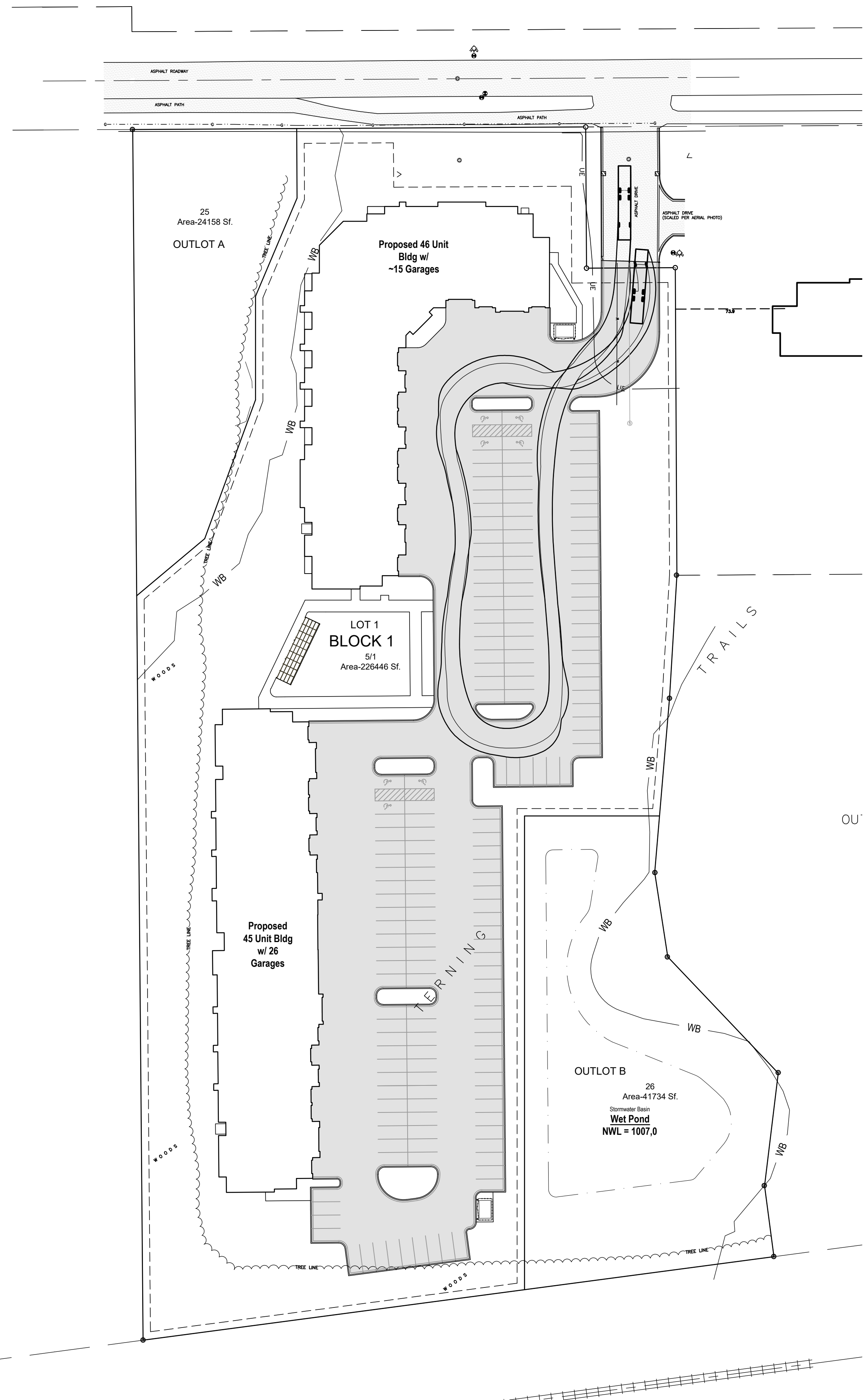
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C2.1

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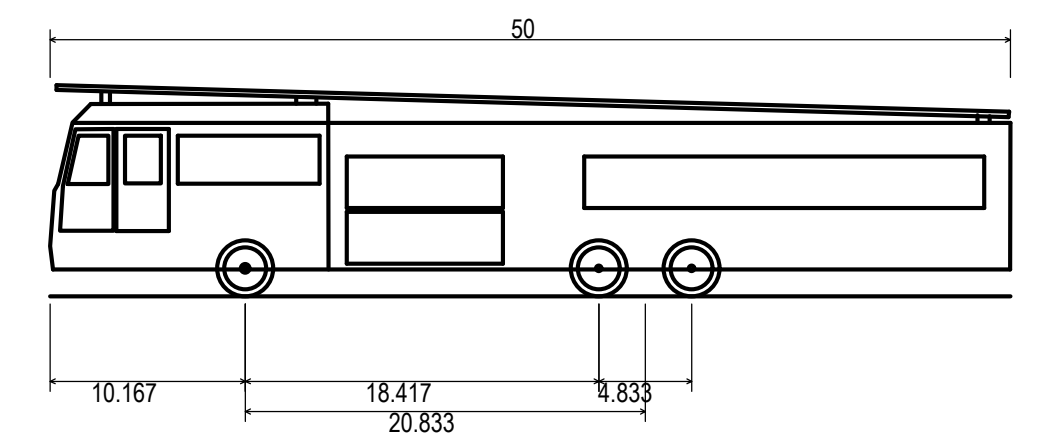
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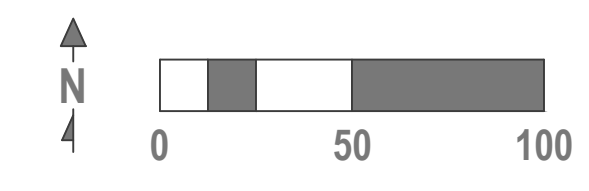
BUFFALO LAKE PARTNERS

FIRE ACCESS EXHIBIT - PHASE 1 AND 2

Project: Multi-Family in Howard Lake



E-ONE HP95 Mid Mount-edit 50'	50.000ft
Overall Length	8.333ft
Overall Width	11.000ft
Overall Body Height	1.393ft
Min Body Ground Clearance	8.333ft
Track Width	6.00s
Lock-to-lock time	45.00°
Max Wheel Angle	





Legal Description

OUTLOT B, TERNING TRAILS PLAT 3 according to the recorded plat thereof, Wright County, Minnesota.

Existing Conditions

- Existing conditions shown are based on actual field survey by W Brown Surveying, City of Howard Lake utility records and utility service provider records and is approximate. Existing conditions shall be verified prior to the start of construction and any inconsistencies shall be reported to the engineer or owner/developer immediately.

Demolition and Clearing

- All temporary erosion control measures shall be installed and inspected prior to the start of construction. Refer to sheet 3.1 for erosion prevention and sedimentation control measures utilized.
- Contractor shall obtain permits for demolition, removals, clearing, grubbing and disposal prior to the start of construction.
- Dimensions illustrating the limits of demolition and removals are approximate. Coordinate the actual limits of demolition with the proposed improvements.
- Schedule and complete public roadway demolition and replacement to minimize impacts to traffic.
- All lane closures and work within the public right-of-way shall be reported to the City of Howard Lake and Sherburne County 7 days prior to the start of construction.
- Emergency access through the construction areas shall be maintained throughout the course of construction.
- Contractor shall provide barricades, lights, signs traffic control and other measures necessary to ensure safe traffic flow during the course of construction.
- Features not designated to be removed shall be protected during the course of construction. Damage to features not designated for removal or altered as part of this project shall be repaired or replaced at no additional cost to the developer, city or county
- Trees designated for removal includes the root structure. Trees on or near the limits of grading or removals shall be saved unless noted otherwise on the plans. Trees and stumps may be ground onsite. Chipped materials shall not be mixed into subgrade materials under any structures.
- Contractor shall remove all features including, but not limited to underground utilities, fence, walls, footings, walls, lighting, signs, stairs, and landscaping within the grading and demolition limits unless otherwise noted on the plans.
- Coordinate removal, termination, and reuse of existing utilities and appurtenances with service providers. Restore all disturbed utilities or coordinate repair/replacement with the utility service providers.
- Existing conduits and underground pipes may be abandon in-place if filled properly with sand or flowable fill if the existing utilities are ore not in conflict with existing or proposed utilities or structures. Termination of a utility shall be completed in accordance with the utility service provider's standards.
- Demolition debris shall become property of the contractor unless noted otherwise on the plans. All construction debris shall be removed from the site to an approved location.
- Report the presence of wells and drain fields and septic tanks to the engineer and owner.

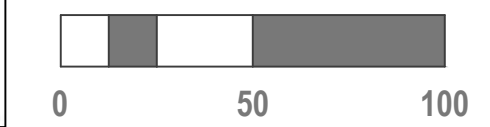
Legend

- ^{XX} Existing Tree
- ⊗^{XX} Existing Tree, Removed

Existing Conditions Survey By:



W. BROWN LAND SURVEYING, INC.
 9030 OLD CEDAR AVENUE SO., SUITE 228
 BLOOMINGTON, MN 55425
 PH: (952) 854-4005
 WWW.BROWNLANDSURVEYING.COM
 EMAIL: INFO@BROWNLANDSURVEYING.COM



DRAWINGS BY



14260 23rd Ave N
 Plymouth, MN
 Phone: 763-340-0699

DRAWINGS FOR

Buffalo Lake Partners,
 LLC

9705 45th Ave N
 Unit 42 #1176
 Plymouth, MN 55442

PROJECT

**Multi-Family
 Residential
 Development**

Howard Lake, MN

CERTIFICATION

**PRELIMINARY
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SUBMITTAL INFO

Review By: RH
 Project #: 22026
 Submittal Date: 03-10-2023
 Submittal Phase: Preliminary
 Plat Submittal

SHEET TITLE

**Existing
 Conditions
 & Demolition**

SHEET NUMBER

C1.0

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Tree #	Species	DBH	CRZ	Condition	Stems	Lost
1	Cherry, black	7.5	11.3	Good	1	
2	Boxelder	31.0	46.5	Good	1	
3	Boxelder	6.0	9.0	Fair	1	X
4	Boxelder	15.0	22.5	Fair	2	X
5	Boxelder	7.0	10.5	Fair	1	
6	Boxelder	7.5	11.3	Good	1	X
7	Boxelder	6.0	9.0	Fair	1	
8	Boxelder	17.0	25.5	Good	1	X
9	Elm, American	10.0	15.0	Good	1	X
10	Boxelder	14.0	21.0	Good	1	X
11	Boxelder	9.5	14.3	Fair	1	X
12	Boxelder	13.5	20.3	Good	1	X
13	Boxelder	13.0	19.5	Fair	1	
14	Boxelder	14.0	21.0	Good	1	X
15	Boxelder	10.0	15.0	Fair	1	X
16	Boxelder	15.5	23.3	Fair	1	X
17	Boxelder	15.5	23.3	Good	1	X
18	Boxelder	14.5	21.8	Fair	2	X
19	Boxelder	8.5	12.8	Good	1	
20	Boxelder	7.5	11.3	Good	1	
21	Oak, bur	24.5	36.8	Good	1	
22	Oak, bur	36.0	54.0	Good	1	
23	Elm, American	14.0	21.0	Fair	1	X
24	Boxelder	8.5	12.8	Good	1	
25	Oak, bur	32.0	48.0	Good	1	
26	Boxelder	10.0	15.0	Good	1	
27	Boxelder	8.0	12.0	Good	1	
28	Boxelder	20.0	30.0	Good	3	
29	Boxelder	8.0	12.0	Good	1	
30	Boxelder	8.5	12.8	Good	1	
31	Boxelder	13.0	19.5	Good	1	
32	Boxelder	27.5	41.3	Fair	4	
33	Boxelder	6.5	9.8	Good	1	
34	Boxelder	10.5	15.8	Good	1	
35	Boxelder	7.0	10.5	Good	1	
36	Boxelder	8.5	12.8	Fair	1	
37	Boxelder	6.0	9.0	Fair	1	
38	Boxelder	28.0	42.0	Fair	4	
39	Hackberry	8.5	12.8	Good	1	
40	Boxelder	10.0	15.0	Fair	1	
41	Boxelder	44.0	66.0	Fair	4	
42	Boxelder	13.0	19.5	Good	1	
43	Boxelder	6.5	9.8	Good	1	
44	Boxelder	8.0	12.0	Fair	1	
45	Elm, American	20.0	30.0	Good	1	
46	Boxelder	12.5	18.8	Good	1	
47	Boxelder	17.0	25.5	Good	1	
48	Boxelder	8.0	12.0	Fair	1	
49	Elm, American	19.0	28.5	Fair	1	
50	Boxelder	7.0	10.5	Fair	1	
51	Boxelder	8.5	12.8	Fair	1	
52	Boxelder	10.0	15.0	Fair	1	
53	Boxelder	10.5	15.8	Good	1	
54	Boxelder	8.0	12.0	Fair	1	
55	Boxelder	11.0	16.5	Good	1	
56	Boxelder	6.0	9.0	Fair	1	
57	Boxelder	7.0	10.5	Good	1	

Tree #	Species	DBH	CRZ	Condition	Stems	Lost
58	Boxelder	10.5	15.8	Good	1	
59	Boxelder	11.0	16.5	Fair	1	
60	Boxelder	9.0	13.5	Good	1	X
61	Boxelder	18.0	27.0	Good	1	X
62	Boxelder	11.0	16.5	Fair	1	X
63	Boxelder	16.0	24.0	Good	1	X
64	Boxelder	10.5	15.8	Fair	1	
65	Ash, green	6.0	9.0	Fair	1	X
66	Boxelder	14.0	21.0	Good	1	
67	Boxelder	12.0	18.0	Good	1	
68	Boxelder	12.0	18.0	Good	1	
69	Boxelder	6.5	9.8	Fair	1	
70	Boxelder	7.5	11.3	Fair	1	
71	Boxelder	10.0	15.0	Fair	1	
72	Boxelder	10.0	15.0	Good	1	
73	Boxelder	13.5	20.3	Good	1	
74	Boxelder	6.5	9.8	Fair	1	
75	Boxelder	7.0	10.5	Fair	1	
76	Boxelder	8.0	12.0	Fair	1	
77	Boxelder	11.5	17.3	Good	1	
78	Boxelder	6.5	9.8	Fair	1	
79	Boxelder	11.5	17.3	Good	1	
80	Boxelder	11.0	16.5	Fair	1	
81	Boxelder	9.0	13.5	Fair	1	
82	Boxelder	10.0	15.0	Good	1	
83	Boxelder	17.5	26.3	Good	1	
84	Boxelder	7.5	11.3	Good	1	
85	Boxelder	7.5	11.3	Good	1	
86	Boxelder	8.0	12.0	Good	1	
87	Boxelder	21.5	32.3	Good	2	
88	Boxelder	7.5	11.3	Good	1	
89	Boxelder	6.0	9.0	Good	1	
90	Boxelder	11.0	16.5	Good	1	
91	Boxelder	6.5	9.8	Fair	1	
92	Boxelder	8.5	12.8	Good	1	
93	Boxelder	10.0	15.0	Good	1	
94	Boxelder	11.5	17.3	Good	1	
95	Boxelder	7.5	11.3	Good	1	
96	Boxelder	9.5	14.3	Good	1	
97	Boxelder	11.5	17.3	Good	1	
98	Boxelder	11.5	17.3	Good	1	
99	Boxelder	8.0	12.0	Fair	1	
100	Boxelder	8.0	12.0	Fair	1	
101	Boxelder	14.5	21.8	Good	2	
102	Boxelder	14.0	21.0	Fair	1	
103	Willow	13.0	19.5	Good	1	
104	Willow	18.0	27.0	Good	1	
105	Willow	41.0	61.5	Good	3	
106	Boxelder	27.0	40.5	Fair	3	
107	Boxelder	9.0	13.5	Good	1	
108	Boxelder	6.0	9.0	Good	1	
109	Boxelder	7.0	10.5	Fair	1	
110	Boxelder	8.5	12.8	Good	1	
111	Boxelder	6.5	9.8	Fair	1	
112	Boxelder	9.5	14.3	Good	1	
113	Boxelder	12.5	18.8	Fair	1	
114	Boxelder	8.0	12.0	Fair	1	

DRAWINGS BY



14260 23rd Ave N
 Plymouth, MN
 Phone: 763-340-0699

DRAWINGS FOR

Buffalo Lake Partners,
 LLC

9705 45th Ave N,
 Unit 42 #1176
 Plymouth, MN 55442

PROJECT

**Multi-Family
 Residential
 Development**

Howard Lake, MN

CERTIFICATION

**PRELIMINARY
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SUBMITTAL INFO

Review By: RH
 Project # : 22026
 Submittal Date: 03-10-2023
 Submittal Phase: Preliminary
 Plat Submittal

SHEET TITLE

Tree List

SHEET NUMBER

L1.1

Copyright Land & Resource Consulting



14260 23rd Ave N
Plymouth, MN
Phone: 763-340-0699

Buffalo Lake Partners,
LLC

9705 45th Ave N
Unit 42 #1176
Plymouth, MN 55442

**Multi-Family
Residential
Development**

Howard Lake, MN

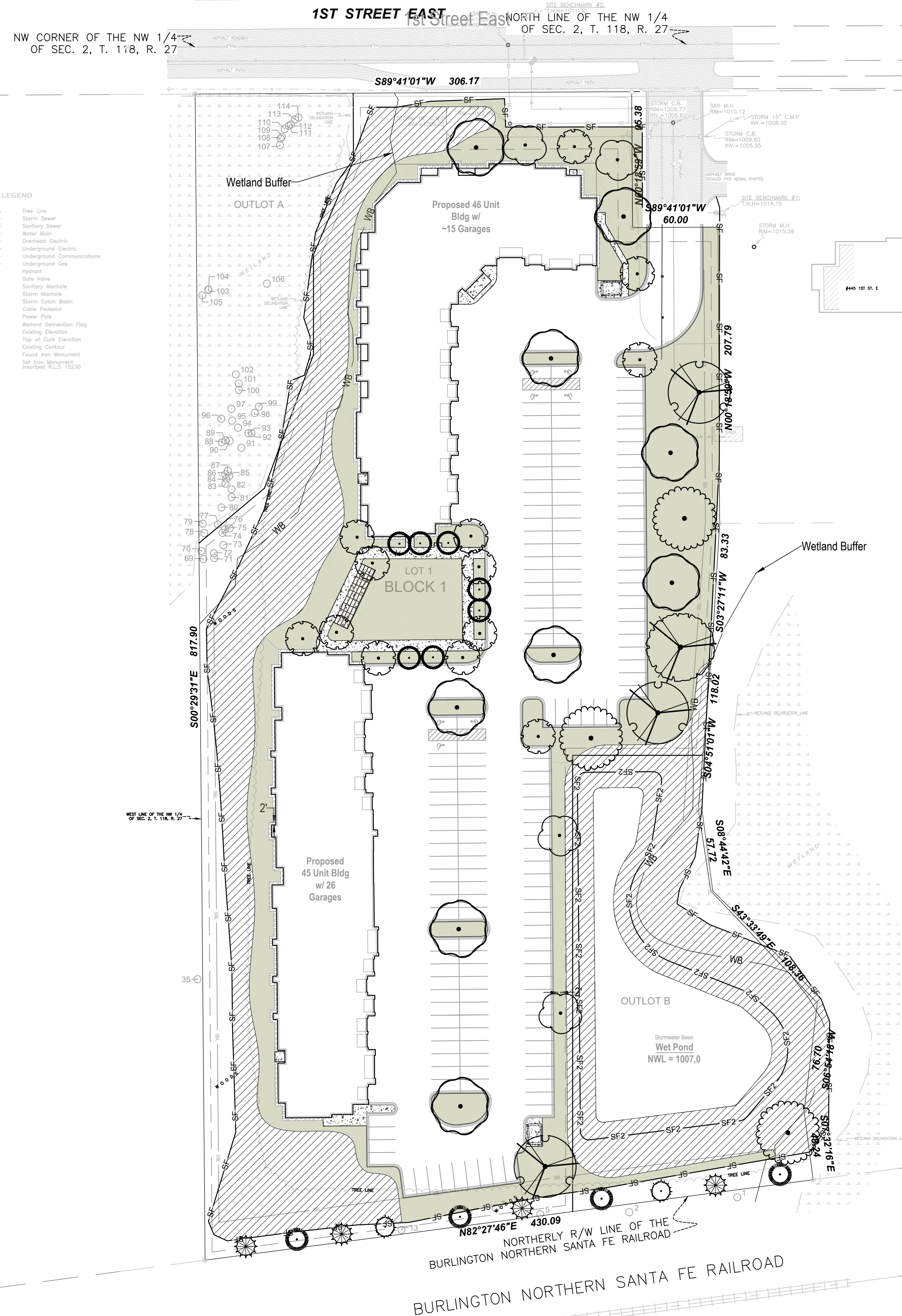
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Review By: RH
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Plat Submittal

**Landscape
Plan**

L2.0



Landscape Site Notes

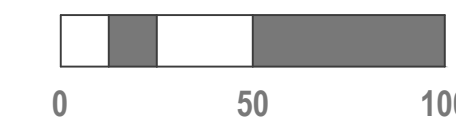
- Landscape contractor shall visit the site prior to submitting bid to become completely familiar with site conditions.
- It is the responsibility of the owner & contractor to identify all underground cables and utilities on the property.
- Coordinate installation with Contractors performing related work.
- No planting will be installed until all grading and construction has been completed in immediate area.
- Place plants according to layout with the proper spacing. If the contractor feels an error has been made regarding spacing or hardness of a species of plant material indicated on the plan, notify the landscape architect prior to the installation of the plant material.
- All newly installed plant material shall be planted in well-drained areas, contractor shall avoid installing any plant material in drainage swales or wet or poorly drained areas.
- All planting areas with groundcover, perennials, or annuals shall receive a minimum of 8" settled depth of planting soil. Planting soil shall consist of 45% topsoil, 45% peat or manure, and 10% clean sand, thoroughly mixed.
- Areas being seeded - follow MnDOT Seeding Manual for seeding instructions for establishment of native seed and provide coordination for required erosion prevention and sediment control.
- Install 4' diameter shredded hardwood mulch, at a depth of 3", under all trees that aren't within planting beds. Mulch should not be piled against the trunk.
- All plant material shall conform to the American Association of Nurserymen Standards. Plants will be rejected if not in sound and healthy condition.
- Any native seeds shall be of Minnesota origin and certified by the Minnesota Crop Improvement Association.
- Inspect all trees for encircling roots, reject any trees that are severely affected.
- Maintain trees in plumb position throughout the guarantee period.
- New plant material shall be guaranteed for 12 months from the time planting has been completed. All plants shall be alive, of good quality, and disease free at the end of the warranty period or be replaced. Any replacements shall be warranted for 12 months from the time of planting.
- Irrigation system to be designed and installed by owner / contractor. After installation, the landscape contractor shall direct or control the irrigation system during the plant guarantee period to insure new plantings are being properly watered.

Plant Schedule

CONIFEROUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	MATURE SIZE	PLANTING SIZE	PLANTING TYPE
	AC	4	Abies concolor / White Fir	50' H x 20' W	6' Ht.	B&B
	JV	2	Juniperus virginiana / Eastern Redcedar	45' H x 20' W	6' Ht.	B&B
	PD	4	Picea glauca 'Densata' / Black Hills White Spruce	30' H x 20' W	6' Ht.	B&B
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	MATURE SIZE	PLANTING SIZE	PLANTING TYPE
	AS	9	Acer saccharum 'Baillata' / Fall Fiesta® Sugar Maple	60' H x 50' W	2.5" cal.	B&B
	AG	7	Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Apple Serviceberry	20' H x 20' W	1.5" cal.	B&B
	BN	3	Betula nigra / River Birch	50' H x 50' W	2.5" cal.	B&B
	GB	4	Ginkgo biloba / Maidenhair Tree	50' H x 35' W	2.5" cal.	B&B
	GT	13	Gleditsia triacanthos inermis 'Sunburst' / Sunburst Honey Locust	30' H x 30' W	2.5" cal.	B&B
	QB	3	Quercus bicolor / Swamp White Oak	55' H x 55' W	2.5" cal.	B&B
	QR	1	Quercus rubra / Red Oak	70' H x 60' W	2.5" cal.	B&B

Legend

- Seed Mix
MnDOT 25-131 Low Maintenance Turf
Seed Rate: 220 lb/acre
- Seed Mix
MnDOT 33-261 Stormwater South & West
Seed Rate: 35 lb/acre
- Landscape Rock
- Silt Fence
- Silt Fence installed after grading



Drawing: P:\Projects\2023\1415 Howard Lake, Wright City\Production\Sheet Drawings\22026.L2.0.dwg
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 XREF: Dwg: 22026-SITE.dwg
 XREF: Dwg: 22026-SUB.dwg
 Author: JLD
 Plot Date: 03/10/2023 10:00:00 AM

BUILDING 'A' INFORMATION:

FIRST FLOOR:
APPROXIMATELY 22,000 SQUARE FEET
(6) 1 BEDROOM / 1 BATH UNITS
(4) 2 BEDROOM / 2 BATH UNITS
TOTAL: (10) UNITS
(17) INDOOR PARKING STALLS

SECOND FLOOR:
APPROXIMATELY 22,000 SQUARE FEET
(8) 1 BEDROOM / 1 BATH UNITS
(10) 2 BEDROOM / 2 BATH UNITS
TOTAL: (18) UNITS

THIRD FLOOR:
APPROXIMATELY 22,000 SQUARE FEET
(8) 1 BEDROOM / 1 BATH UNITS
(10) 2 BEDROOM / 2 BATH UNITS
TOTAL: (18) UNITS

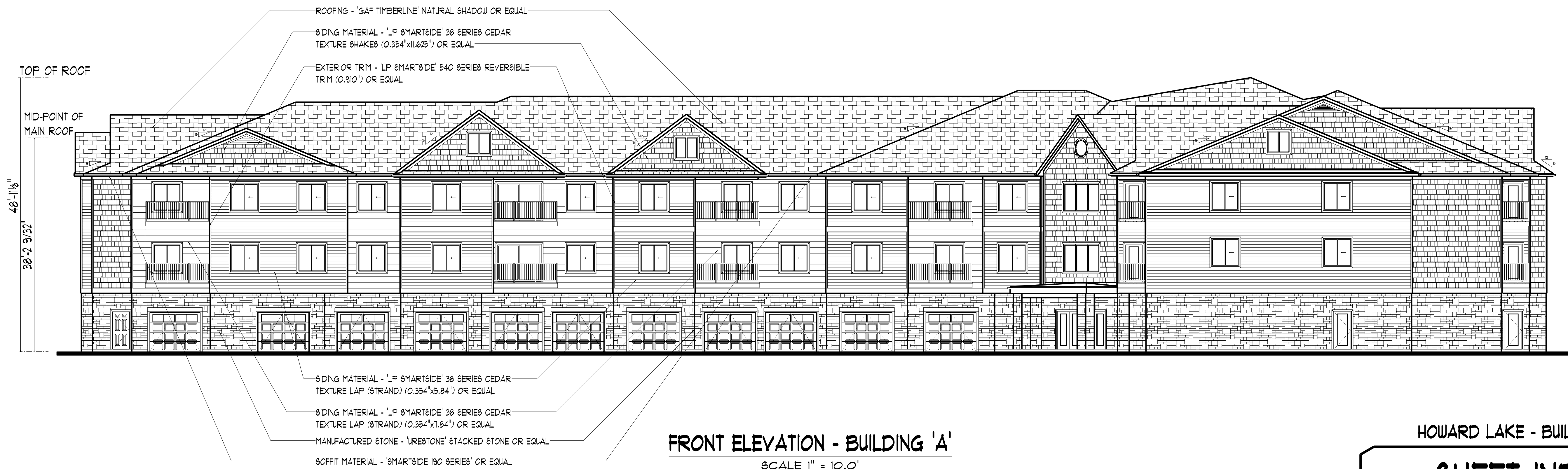
BUILDING TOTAL:
APPROXIMATELY 66,000 SQUARE FEET
(22) 1 BEDROOM / 1 BATH UNITS
(24) 2 BEDROOM / 2 BATH UNITS
TOTAL: (46) UNITS
(17) INDOOR PARKING STALLS



FRONT SIDE OF BUILDING 'A'



REAR SIDE OF BUILDING 'A'

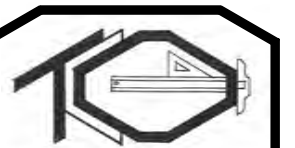


HOWARD LAKE - BUILDING 'A'

SHEET INDEX:

- A1 FRONT ELEVATION AND RENDERINGS
- A2 FIRST FLOOR PLAN
- A3 FIRST AND SECOND FLOOR PLAN

BUFFALO LAKE PARTNERS
FID# 10905000020 HOWARD LAKE



TCO DESIGN
drafting and home design
P.O. Box 41780
Plymouth, MN 55442

dedication to excellence

Prepared by:
Todd Ofsthun
Office 763-424-3676
Cell 952-934-8276

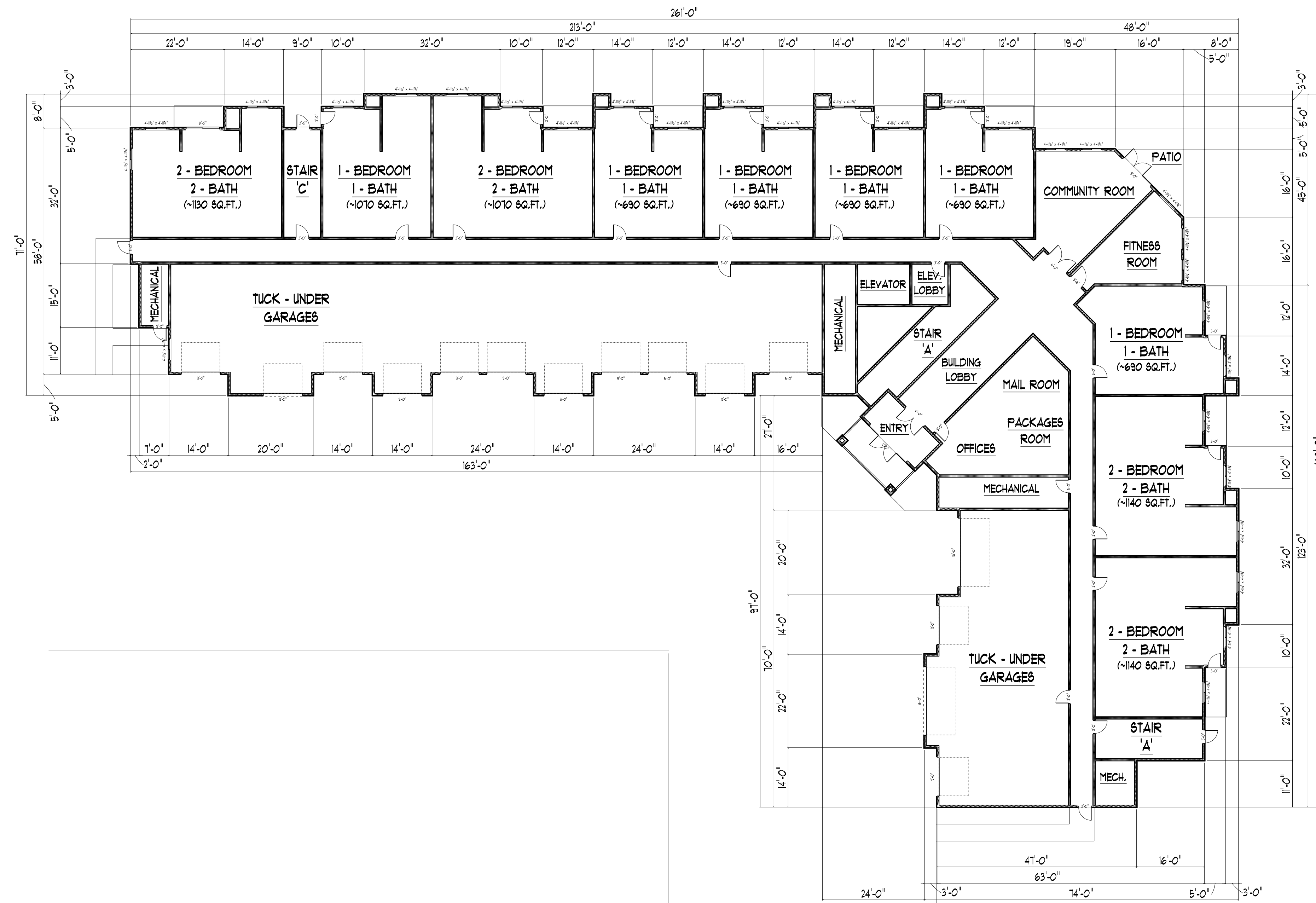
todd@tcoesign.net

Design #

tco202217

A1

A1 OF 3



BUILDING 'A' - FIRST FLOOR PLAN

SCALE 1/16" = 1'-0"

BUILDING 'A' INFORMATION:

FIRST FLOOR:
 APPROXIMATELY 22,000 SQUARE FEET
 (6) 1 BEDROOM / 1 BATH UNITS
 (4) 2 BEDROOM / 2 BATH UNITS
 TOTAL: (10) UNITS
 (11) INDOOR PARKING STALLS

SECOND FLOOR:
 APPROXIMATELY 22,000 SQUARE FEET
 (8) 1 BEDROOM / 1 BATH UNITS
 (10) 2 BEDROOM / 2 BATH UNITS
 TOTAL: (18) UNITS

THIRD FLOOR:
 APPROXIMATELY 22,000 SQUARE FEET
 (8) 1 BEDROOM / 1 BATH UNITS
 (10) 2 BEDROOM / 2 BATH UNITS
 TOTAL: (18) UNITS

BUILDING TOTAL:
 APPROXIMATELY 66,000 SQUARE FEET
 (22) 1 BEDROOM / 1 BATH UNITS
 (24) 2 BEDROOM / 2 BATH UNITS
 TOTAL: (46) UNITS
 (11) INDOOR PARKING STALLS

JIM
 MACKAY
 ARCHITECT

JIM MACKAY
 ARCHITECT

1723 LaFond Avenue
 St. Paul, MN 55104

Jim Mackay
 Office 651-644-0869

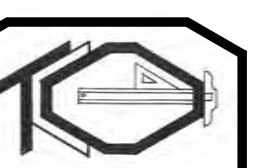
registration # 23018

Drafting by:
 Todd Orstun
 Office 763-424-3676
 Cell 952-934-8276

todd@tco2design.net

Plan Date
 PRELIM. 3-9-23

BUFFALO LAKE PARTNERS
 FID# 10905000020 HOWARD LAKE



TCO DESIGN
 drafting and home design
 P.O. Box 41780
 Plymouth, MN 55442

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 Prepared by:
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todd@tco2design.net

Design #

tco202217

A2

A2 OF 3

HOWARD LAKE - BUILDING 'A'

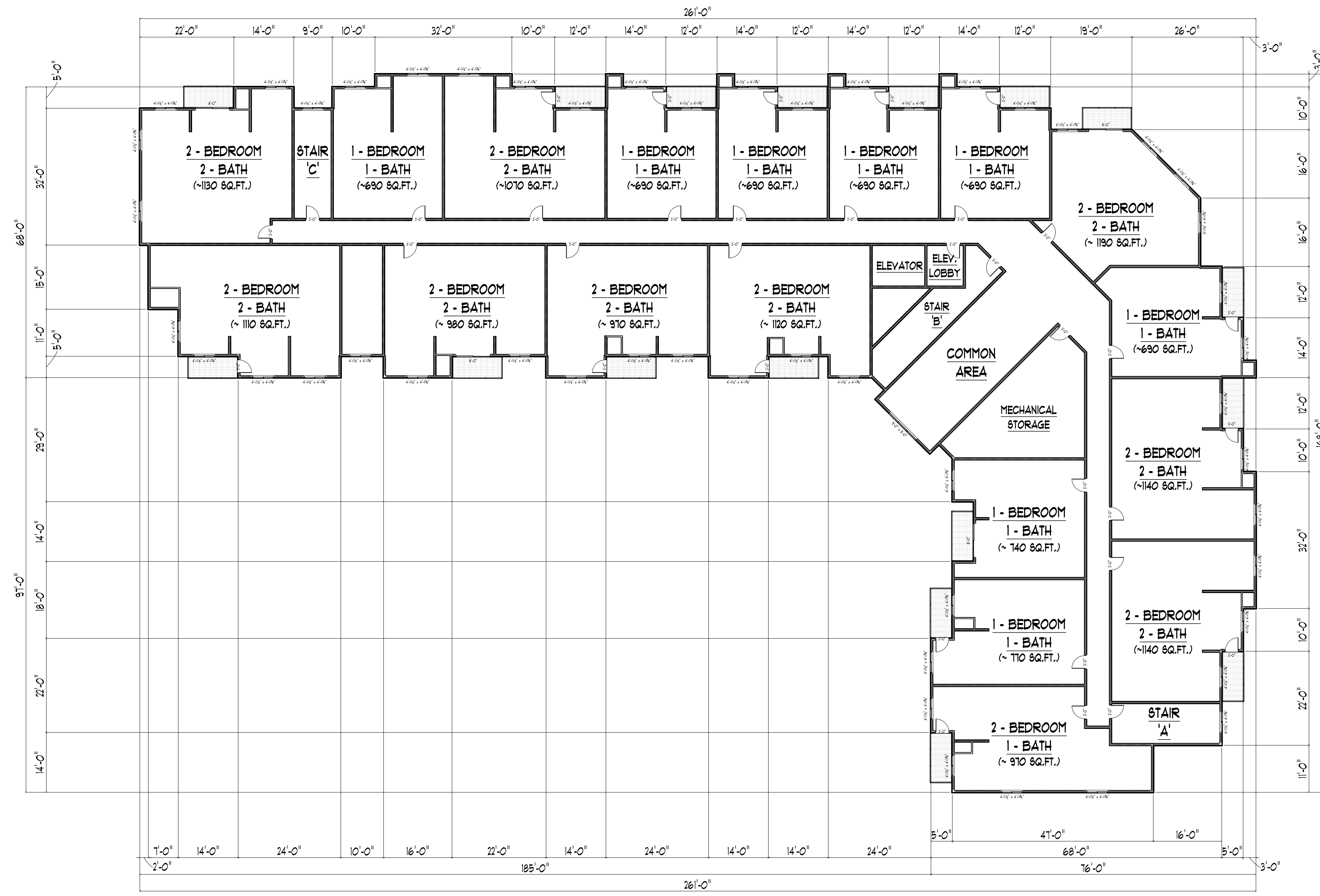
BUILDING 'A' INFORMATION:

FIRST FLOOR:
APPROXIMATELY 22,000 SQUARE FEET
(6) 1 BEDROOM / 1 BATH UNITS
(4) 2 BEDROOM / 2 BATH UNITS
TOTAL: (10) UNITS
(17) INDOOR PARKING STALLS

SECOND FLOOR:
APPROXIMATELY 22,000 SQUARE FEET
(8) 1 BEDROOM / 1 BATH UNITS
(10) 2 BEDROOM / 2 BATH UNITS
TOTAL: (18) UNITS

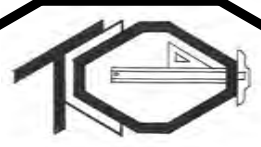
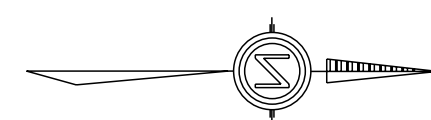
THIRD FLOOR:
APPROXIMATELY 22,000 SQUARE FEET
(8) 1 BEDROOM / 1 BATH UNITS
(10) 2 BEDROOM / 2 BATH UNITS
TOTAL: (18) UNITS

BUILDING TOTAL:
APPROXIMATELY 66,000 SQUARE FEET
(22) 1 BEDROOM / 1 BATH UNITS
(24) 2 BEDROOM / 2 BATH UNITS
TOTAL: (46) UNITS
(17) INDOOR PARKING STALLS



BUILDING 'A' - SECOND AND THIRD FLOOR PLAN

SCALE 1/16" = 1'-0"



**AGREEMENT FOR PURCHASE AND SALE OF
PROPERTY TO BE PLATTED AS THE _____
THE CITY OF HOWARD LAKE, WRIGHT COUNTY, MINNESOTA**

THIS AGREEMENT (“Agreement”), effective _____, 2023, (“Effective Date”) is made by and between The City of Howard Lake, a municipal corporation under the laws of the State of Minnesota (“Seller”), and Buffalo Lake Partners, LLC, a limited liability company under the laws of the State of Minnesota, its successors and assigns (“Buyer”).

RECITALS

WHEREAS, Seller owns certain real property located in the City of Howard Lake, Wright County, Minnesota, currently consisting of _____ [Legal Description] and further identified in Article 1.5 below (“Property”); and

WHEREAS, Buyer desires to purchase Seller’s Property as depicted on Exhibit “A”, on which Buyer intends to construct 2 – 45 unit apartment buildings.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I
DEFINITIONS**

For the purposes of this Agreement the following terms shall have the meanings set forth in this Article I:

1.1 **Buyer’s Site Plan**. The term “Buyer’s Site Plan” shall mean the Site Plan attached to this Agreement as Exhibit “B” as may be amended by Buyer and approved by Seller.

1.2 **Closing Date**. The term “Closing Date” shall refer to the date on which Buyer takes title to the Property.

1.3 **Laws and Restrictions.** The term “Laws and Restrictions” shall mean all applicable federal, state, local, and other laws, regulations, codes, orders, ordinances, rules, permits, approvals, conditions, regulations and statutes, and all restrictive covenants, conditions and restrictions (if any) and other title encumbrances, affecting all or any part of the Property.

1.4 **Permitted Encumbrances.** The term “Permitted Encumbrances” shall mean (i) utility easements of record; (ii) reservation of any mineral rights by the State of Minnesota; (iii) building and zoning laws, ordinances, and state and federal regulations; (iv) the lien of real estate taxes and installments of special assessments not yet due and payable, as further described in this Agreement; (v) such other exceptions to title or encumbrances, if any, which are approved by Buyer pursuant to Article VI below.

1.5 **Property.** The term “Property” shall mean the real property described on the attached Exhibit A.

1.6 **Title Commitment.** The term “Title Commitment” shall mean a title commitment with respect to the Property to be issued by the Title Company pursuant to Article VI below.

1.7 **Title Company.** The term “Title Company” shall mean _____.

ARTICLE II PURCHASE PRICE/ADJUSTMENTS/ PAYMENT/EARNEST MONEY/ PRORATIONS

2.1 **Purchase Price.** Buyer shall pay to Seller, as consideration for the conveyance of the Property, Two Hundred Thousand and No/100 dollars (\$200,000.00) plus the undertakings of Buyer as set forth in this Agreement (“Purchase Price”), subject to adjustments, prorations and allocations, as hereinafter provided.

2.1.1 **Earnest Money.** Within three (3) business days after the Effective Date, Buyer will pay and deliver to the Title Company the sum of \$_____ (the “Earnest Money”). The Title Company shall hold the Earnest Money in a trust account for the mutual benefit of the parties in accordance with the provisions of this Agreement. The Earnest Money shall be applied toward the Purchase Price on the Closing Date.

2.1.2 **Balance of Purchase Price.** The balance of the Purchase Price as increased or decreased by any and all other adjustments set forth in this Agreement, shall be paid by wire transfer of immediately available funds on the Closing Date (as defined herein).

2.2 **Prorations and Allocations.** Seller and Buyer shall make the following prorations and allocations at the Closing for each lot:

2.2.1 **Real Estate Taxes and Special Assessments.**

2.2.1.1 **Real Estate Taxes.** General real estate taxes (i) payable in the year prior to the year of closing and all prior years will be paid by Seller, (ii) payable in

the year of closing shall be prorated by Seller and Buyer as of the Closing Date, based upon a calendar year; (iii) payable in the year following the year of closing shall be paid by Buyer; and (iv) Seller shall pay all “Green Acres” and other deferred taxes and charges, if any.

2.2.1.2 **Special Assessments.** Seller shall pay all special assessments levied on the Property as of the date of this Agreement. Buyer shall assume all special assessments levied after the date of this Agreement, subject to the terms and conditions contained in this Agreement.

2.2.2 **Title Insurance.** Seller shall pay the title insurance commitment fee and costs of correcting title as provided in Article 6.2.2; and Buyer will pay all costs of the owner’s Title Policy and all supplements and endorsements thereto that Buyer desires but is not part of cost of correcting title.

2.2.3 **Deed Tax.** Seller shall pay all state deed tax regarding the Warranty Deeds to be delivered by Seller pursuant to this Agreement.

2.2.4 **City Fees.**

2.2.4.1 **Platting Fees.** Buyer shall plat the property in accordance with City ordinances and generally in the configuration shown on the attached Exhibit B. Buyer shall pay all platting fees required by City ordinance, including but not limited to plat filing fees, City consultants’ fees related to processing the plat application, and park dedication fees.

2.2.4.2 **SAC and WAC Charges.** Buyer shall pay applicable sewer access charges (“SAC”) or water access charges (“WAC”) at such time as Buyer applies for a building permit for each building. Buyer shall pay such charges according to the schedule set forth in the City of Howard Lake ordinances in effect at the time such building permit is applied for.

2.2.4.3 **Charges.** The Buyer shall pay _____ fee in the amount of \$_____ prior to the release of the final plat of the Property.

2.2.4.4 **City’s Development-Related Consultants’ Fees.** Developer shall pay all attorney, engineering, financial and planning consultant costs incurred by the City in preparing and enforcing this Purchase Agreement, establishing a tax increment financing district applicable to the Property, preparing development agreements related to the Property and processing any zoning requests of Buyer related to the Property.

2.2.4.4 **Other City Fees.** The Buyer shall pay building permit and other fees required by City Ordinance in connection with Buyer's development of the Property at the time such fees are due per City ordinance.

2.2.5 **Attorneys’ Fees.** Each of the parties will pay its own attorneys’ fees in all matters involving this Agreement.

2.2.6 **Other Closing-Related Costs.** The parties shall share equally the fees charged by the Title Company to close the transaction and other closing-related costs, if any, shall be paid in accordance with generally accepted customs and practices for similar transactions in Wright County, Minnesota.

**ARTICLE III
ACCESS TO PROPERTY, INDEMNITY,
REPORTS AND SURVEY**

3.1 **Access to Property/Indemnity.** Seller hereby authorizes Buyer and Buyer's representatives to access the Property for the express purpose of making such inspections, tests and verifications as they deem reasonably necessary. Buyer (i) shall pay all costs and expenses of such investigations, tests or verifications; and (ii) shall indemnify and hold Seller and the Property harmless from all losses, liabilities, cost and expenses caused by the activities of Buyer and/or its representatives. Buyer shall not be liable for conditions disclosed during Buyer's investigation of the Property.

3.2 **Reports.** Within five (5) business days after the Effective Date, Seller shall provide Buyer, without cost to Buyer, with copies of all studies and reports in the possession of Seller relating to environmental status, soil tests, and any other information regarding the environmental and soil conditions of the Property. Buyer shall provide Seller, without cost to Seller, with copies of all reports generated or purchased by Buyer or its representatives in connection with any tests, inspections or verifications involving the condition of the Property.

**ARTICLE IV
CONDITIONS PRECEDENT TO CLOSING/TERMINATION**

The Closing hereunder shall be conditioned upon Buyer's satisfaction or written waiver of each of the following ("Conditions Precedent") within the times hereinafter provided:

4.1 By the Closing Date Seller shall have provided to Buyer the following:

4.1.1 marketable title to the Property, subject only to the Permitted Encumbrances;

4.1.2 approval of a final plat of the Property consistent with the general layout shown on the attached Exhibit B;

4.2 **Establishment of Housing TIF.** By the date of Closing, Seller shall have established a Housing Tax Increment Financing District ("TIF") which shall include the entire Property and shall return 60% of collected tax increments to the Buyer/Developer for qualified expenses with the other 40% being retained by the City. The life of the TIF District shall be such that full tax increment is collected for at least 13 years. Seller shall be required to enter into a minimum assessment agreement setting a minimum valuation

on the Property that is acceptable to the City that shall remain in force during the life of the TIF District.

4.3 **Due Diligence**. Buyer shall have determined that the condition of the Property is acceptable to Buyer, in Buyer's sole discretion, based on all inspections, tests, verifications, and reports obtained by Buyer pursuant to Article III.

4.4 **Termination**. This Agreement shall continue in full force and effect unless terminated within the following times:

4.4.1 **By Buyer**. If all of the Conditions Precedent in Article 4 have not been timely satisfied or waived in writing, then this Agreement may be terminated, at the option of Buyer, by written notice prior to the Closing Date.

4.4.2 **Effects of Termination**. Upon any such termination under this paragraph 4.4, the Earnest Money will be refunded to Buyer and neither party will have any further rights or obligations regarding this Agreement or the Property and no further action shall be brought or maintained herein, excepting only Buyer's obligation to provide Seller with a quit claim deed and/or cancellation agreement as provided in Article 15.6 and the indemnification obligations contained in Article 3.1.

ARTICLE V REPRESENTATIONS AND WARRANTIES, COVENANTS, AND INDEMNIFICATION

5.1 **Representations and Warranties by Seller**. Seller represents and warrants to Buyer as follows:

5.1.1 **Authority**. Seller is duly organized and qualified to transact business in the State of Minnesota; Seller has the requisite corporate power and authority to enter into and perform this Agreement.

5.1.2 **Hazardous Substances**. Seller has no knowledge of hazardous substances on the Property.

5.1.3 **Wells; Tanks; Septic Systems**. Seller has no knowledge of any wells, underground storage tanks or abandoned septic systems located on the Property.

5.2 **Buyer's Express Representations and Warranties**. Buyer represents and warrants as follows:

5.2.1 **Building Construction**. Buyer acknowledges that the Seller will establish a tax increment financing district ("TIF District") over the Property and will capture the tax increment generated by the construction of the residences and planned for the Property. Buyer shall construct all buildings shown on the attached Exhibit C.

5.2.2 **TIF Qualified Buyers.** Upon completion of each single family patio home, Buyer shall sell such single family patio home and lot to a person or persons who will occupy the premises and whose family income is less than or equal to the income requirements for qualified mortgage bond projects under Section 143(f) of the Internal Revenue Code.

5.2.3 **TIF Qualified Lessees.** Buyer shall lease the units in the apartment buildings (“Buyer’s Rental Properties”), as follows: Buyer shall lease no less than 20% of Buyer’s Rental Properties to a person or persons whose household income is at or below 50% of the area median income (as determined by the U.S. Department of Housing and Urban Development based on family size), or lease 40% of Buyer’s Rental Properties to a person or persons whose household income is at or below 60% of such area median income. Buyer shall annually certify to the City that the proper percentage of such tenants meet one of the two income tests set forth in this paragraph 5.2.3. If such rental tests are not met in any given year, Buyer shall remit to the Seller 40% of the tax increment the Seller would have collected for such year had the rental test been met. This requirement shall remain in force during the life of the TIF.

5.2.4 **Additional Representations.** In addition to the representations and warranties contained elsewhere in this Agreement, Buyer hereby represents and warrants, that Buyer is duly organized in Minnesota and is in good standing under the laws of the State of Minnesota; Buyer has the requisite power and authority to enter into this Agreement and to execute and deliver Buyer’s Closing Documents.

5.2.5 **Planned Unit Development Regulations.** Developer understands that the Property is governed by a Planned Unit Development (“PUD”) zoning ordinance attached hereto as Exhibit D. Developer understands that the terms of the PUD zoning ordinance are proposed to be changed to be consistent with the development proposed by Buyer.

ARTICLE VI TITLE EXAMINATION

Examination of title to Property will be conducted as follows:

6.1 **Title Commitment.** Prior to closing, Seller shall obtain and deliver to Buyer a title commitment for Seller’s Property (“Title Commitment”) from the Title Company for an Owner’s Policy of Title Insurance in the amount of the purchase price, together with all documents shown as exceptions in said Title Commitment wherein the Title Commitment will commit the Title Company, after the Property is platted, to insure Buyer’s title to the Property at the Closing, subject only to Permitted Encumbrances.

6.2 **Title Examination.**

6.2.1 **Objections.** Buyer shall have fourteen days after it has received (i) the Title Commitment; and (ii) all documents shown as exceptions therein; to make written

objections to title of the Property (“Objections”) and the failure by Buyer to make any such Objections within such time period will constitute a waiver of all Objections.

6.2.2 **Cure of Objections/Non-Cure Notice**. Seller will have thirty (30) days after receipt of any Objections to cure the Objections; provided, however, that if Seller gives Buyer written notice (a “Non-Cure Notice”) within ten (10) days after receipt of such Objections that Seller cannot or will not cure specified Objections, then this Agreement shall terminate and all of the earnest money shall be refunded to Buyer, unless within ten (10) days after receiving the Non-Cure Notice Buyer gives Seller written notice that Buyer is waiving the Objections specified in the Non-Cure Notice, which items or matters subject to the Objection(s) shall then also become a Permitted Encumbrance(s). In any event, Seller shall cure at Closing any title objections relating to mortgages or liens that can be cured by the payment of money.

ARTICLE VII SELLER’S CLOSING DOCUMENTS.

On the Closing Date, Seller will deliver to Buyer the following (collectively, “Seller’s Closing Documents”):

7.1 **Deed**. A General Warranty Deed conveying fee title to the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances, in a form reasonably acceptable to the Buyer and the Title Company.

7.2 **Title Documents**. An Affidavit of Seller stating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; and that there are no other unrecorded interests in the Property and such other Affidavits and documents as may be reasonably required by Title Company or Buyer in order to record Seller’s Deed and issue the Title Policy required by this Agreement.

7.3 **Other Documents**. Such other documents as the Title Company or Buyer shall reasonably request to implement the within described transaction.

ARTICLE VIII BUYER’S CLOSING DOCUMENTS

On the Closing Date, Buyer will deliver to Seller the following (collectively, “Buyer’s Closing Documents”):

8.1 **Purchase Price**. The full purchase price, less the Earnest Money, by wire transfer of U.S. funds, or by certified check (or other immediately available funds) to be payable to Seller or to Seller’s account or as Seller may otherwise direct.

8.2 **Other Costs and Expenses**. Payment for all other costs and expenses to be paid by Buyer pursuant to this Agreement.

8.3 **Minimum Assessment Agreement.** A minimum assessment agreement for each lot purchased from Seller or to be purchased from Seller in the amount of \$_____ per lot. The form of said minimum assessment agreement is attached hereto as Exhibit E and shall be recorded against the property records at the Wright County Recorder's Office. Said minimum assessment agreement shall act as additional security to ensure that the TIF generates the amount of tax increment the Seller needs to defray its costs in the Property.

8.4 **Other Documents.** Such other documents as the Title Company or Seller shall reasonably request to implement the within described transaction.

ARTICLE IX

Omitted.

ARTICLE X TAX INCREMENT FINANCE

Seller shall establish a housing Tax Increment Financing District (TIF) over the Property. Seller shall retain a portion of the tax increments generated by the TIF and intends to use such proceeds to defray Seller's cost of land related to the Property. In order to ensure that the TIF generates sufficient revenue to defray such costs, Buyer agrees that it shall consent to that minimum assessment agreement attached as Exhibit E to this Agreement. Such minimum assessment agreement shall be recorded against the Property in the Wright County Recorder's Office.

ARTICLE XI

OMITTED

ARTICLE XII BROKER'S COMMISSION

Seller represents and warrants that it has not engaged any broker to represent it on this transaction. Buyer represents that it has engaged a broker to represent it on this transaction, and Buyer agrees that any fee or commission charged by such broker shall be the sole obligation of Buyer and shall not be the responsibility of Seller.

Buyer of the occurrence causing such delay and shall include in such notice the date by which the delayed obligation will be performed.

15.2 **Counterparts.** This Agreement may be executed in one or more counterparts; all so executed shall constitute one contract.

15.3 **Construction.** This Agreement shall be governed by and construed under the laws of the State of Minnesota. All captions in this Agreement are for reference only.

15.4 **Time.** Time is of the essence in the performance of the parties' respective obligations set forth in this Agreement.

15.5 **No Merger.** The obligations, covenants, representations, and warranties, and the remedies for breach thereof, set forth in this Agreement shall survive the closing and shall not merge with transfer of title but shall remain in effect until fulfilled.

15.6 **Confirmation of Termination.** If this Agreement terminates, Buyer agrees to execute and deliver to Seller a quit claim deed for the Property.

15.7 **Location of Closing.** The Closing shall take place at the Howard Lake City Hall or at such other place as may be agreed to by the parties.

15.8 **Binding Effect.** This Agreement binds and benefits the parties and their successors and assigns.

15.9 **Remedies.**

15.9.1 **Buyer's Default Prior to Closing.** If Buyer defaults under this Agreement prior to Closing, Seller shall notify Buyer of such default and Buyer shall have 30 days to cure such default. If Buyer fails to cure such default within 30 days of the date of such notice and there has been no default by Seller under this Agreement, then as Seller's sole and exclusive remedy, Seller may terminate all of Buyer's rights under this Agreement, retain the Earnest Money as liquidated damages. The parties agree that in the event of default by Buyer, subject to the expiration of the cure period above, Seller's damages will be difficult or impractical to ascertain and the Earnest Money will be deemed to constitute a reasonable estimate of Seller's damages and shall not be deemed to constitute a forfeiture or penalty. Seller shall not have the right to recover any other damages of any kind from Buyer or to obtain other equitable adjustment to the terms of the sale of the Property. In the event of such termination, Buyer shall execute a release of this Purchase Agreement as to any lots not already purchased by Buyer.

15.9.2. **Seller's Default Prior to Closing.** If Seller defaults under this Agreement prior to Closing, Buyer may terminate this Agreement upon 30 days' written notice to Seller (Seller having cure rights during the 30-day period). If Seller fails to cure such default within said 30 days of the date of such notice and there has been no default by Buyer under this Agreement, then at Buyer's election, (i) Buyer may seek specific performance of this Agreement, or (ii) this Agreement will terminate and the Earnest Money shall be refunded to Buyer.

15.9.3 **Default After Closing.** If either Buyer or Seller defaults in the performance of any obligation to be performed after Closing under this Agreement, the non-defaulting party shall have all remedies available for such default, at law or in equity.

ARTICLE XVI
ENTIRE AGREEMENT; NO MODIFICATIONS

16.1 **Recording at Recorder's Office.** This Agreement shall be recorded at the Wright County Recorder's Office and shall bind the heirs, successors and assigns of the parties to this Agreement.

16.2 **Entire Agreement.** This Agreement, together with the attached exhibits, constitutes the entire agreement of the Seller and Buyer with respect to the purchase and sale of the Property. This Agreement may not be modified or amended except in a writing signed by Seller and Buyer.

[Signature pages follow]

Exhibit A

Legal Description of the Property to be purchased

Exhibit B

Buyer's Site Plan

Exhibit C

Depiction of Buildings to be constructed

Exhibit D

Planned Unit Development Ordinance

Exhibit E

Minimum Assessment Agreement form