

Wednesday, September 9, 2026, 5:30 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. Citizen Input**
- E. Council/Committee Report**
- F. Department Reports**
- G. Consent Agenda**
- H. Presentations, Public Hearings & Related Approvals**
- I. New Business**
 - a. Consider Refuse Hauling Assignment of Agreement from Mumford Sanitation to Waste Management.
- J. Old Business**
- K. Administrator's Report**
- L. Adjourn**

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



HOWARD LAKE CITY COUNCIL MEETING

September 9, 2026

AGENDA ITEM: Consider Refuse Hauling Agreement Assignment from Mumford Sanitation to Waste Management.

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: Mumford Sanitation is Wright County's oldest family owned refuse hauler, first commencing service in 1925. The City of Howard Lake has likely always had Mumford Sanitation as our refuse hauler but historical contracts date back several decades.

The relationship is both contractual and real. Over the years, Mumford Sanitation – specifically owners Glen and Karen Mumford have been integral parts of our community. This is evident in their dedication to the community through serving on the Howard Lake Fire Department, Howard Lake Chamber of Commerce, avid Orphans supporter and strong philanthropic supporters of countless events and efforts of the City and greater community.

It is the City's understanding that Mumford Sanitation have been involved with multi-year negotiations with Waste Management relating to the acquisition of their business. They have come to terms with the sale of their business. As such, the City of Howard Lake, a contract holder of Mumford Sanitation, must address our refuse hauling contract.

The City currently has agreements for refuse and recycling. The proposed assignment agreement drafted by Waste Management seeks to assign these contracts and all related terms to Waste Management.

Contract Highlights

The contract seeks to honor all existing terms and conditions in place currently with Mumford Sanitation under Waste Management including routes, pickup days/times, rates and arrangements in place with the City such as servicing city facilities and providing assistance during community clean up days.

City staff has met with representatives of Waste Management and have reviewed and discussed this assignment agreement and have tentatively come to terms, pending city council approval.

FINANCIAL: All current fees and charges associated and in place with our current contract will be in place moving forward.

LEGAL: The current refuse contract has been in place since 2007. In 2015, single sort recycling was added as a service by Mumford. However, that was done through a courtesy amendment rather than a contractual change. Under the provisions of the contract, either party has until May 31st of each year to modify or cancel the contract. Therefore, this assignment will be good through that date.

In early conversations with Waste Management, city staff has made it clear that a full contract review and negotiation will be required in advance of the May 31st deadline. Some early examples of proposed contract modifications include requiring WM to complete their own billing, thereby completely removing the City from any customer service related responsibilities of refuse hauling.

Additionally, the City leases land directly from Mumford Sanitation for the City Compost Site. The City will draft a standalone lease to continue use of this site as Mumford's will not be transacting on any real estate associated with the sale of their business.

STRATEGIC PLAN:

- Deliver High Quality, Reliable Infrastructure and Public Services

COUNCIL ACTION REQUESTED: Motion to approve Assignment Agreement as presented.

ATTACHMENTS:

1. Assignment Agreement (red line & clean)
2. Exhibit of Rates

_____, 2026

VIA CERTIFIED MAIL AND EMAIL

City of Howard Lake
625 8th Ave.
PO Box 736
Howard, MN 55349
Attention: Nick Haggenmiller, City Administrator
Email: cityofhowardlake@howard-lake.mn.us

Re: Notice of and Consent to Assignment under Agreement for Recycling Collection Services made and entered the 30th day of July, 2004 (the "*Agreement for Recycling*") and that certain Agreement for Garbage and Refuse Collection dated February 1, 2007 (the "*Agreement for Garbage*") and together with the Agreement for Recycling, all as amended, restated, modified and/or supplemented from time to time, collectively, the "*Agreement*"), by and between the City of Howard Lake (the "*Counterparty*" or "*you*") and Glen C. Mumford d/b/a Mumford Sanitation, sole proprietorship (the "*Contractor*")

Ladies and Gentlemen:

Reference is made to a proposed Asset Purchase Agreement, by and among the Contractor, Waste Management of Minnesota, Inc., a Minnesota corporation (as "*Buyer*"), pursuant to which Buyer will acquire substantially all of the assets of the Contractor (the "*Transaction*"). The consummation of the Transaction will result in an assignment of the Agreement (including any amendments, exhibits, attachments, statements of work, project agreements, purchase orders, companion agreements, joinder agreements and/or other similar agreements, as applicable) by the Contractor to Buyer (the "*Assignment*").

In connection with the Transaction, the Counterparty hereby, (1) consents to and approves the Assignment, (2) waives any right (including any right to terminate) or remedy under, and any violation, obligation, default or breach occurring under, the Agreement as a result of the Transaction or the Assignment, and (3) acknowledges receipt of notice of the Transaction and the Assignment and waives any notice requirement or review or response period contained in the Agreement that may arise from the Transaction or the Assignment, in each case whether arising before or after the closing of the Transaction or the Assignment. The Counterparty, on behalf of itself and on behalf of any of the Counterparty's affiliates, provides the foregoing for the benefit of the Contractor and its affiliates, Buyer and its affiliates, and each of their respective successors and assigns, all of which may rely on this consent letter. The Assignment is contingent upon, and will only be effective upon, the closing of the Transaction.

Until the completion of the Transaction, the Contractor remains responsible for all obligations under the Agreement, and you should continue to communicate with the Contractor on all matters relating to the Agreement. It is anticipated that the Transaction will close on or about September 14, 2026. By signing this letter, you acknowledge and agree that, except as specifically set forth herein, nothing in this letter will modify, waive, or affect the terms of the Agreement. ~~This letter is confidential, and its content shall not be disclosed to any third party without the prior written consent of the Contractor. Upon consummation of the Transaction, Buyer will honor the terms of the Agreement through its termination date, including any current billing and/or payment rates as outlined in Schedule A attached hereto. Contractor requests that the terms of this letter not be proactively disclosed to any customer or third party prior to the consummation of the Transaction.~~ The Contractor respectfully requests that you return your executed copy of this letter as soon as possible but no later than ~~August 20~~ September 10, 2026.

[Remainder of page left intentionally blank]

Please return at your earliest convenience a signed copy of this letter to Glen C. Mumford at karenmumford12@gmail.com. Thank you for your prompt attention to this matter.

Sincerely,

Mumford Sanitation

By: _____
Glen C. Mumford

Consented to as of this ____ day of _____, 2026.

City of Howard Lake

By: _____
Name: _____
Title: _____

SCHEDULE A

(Rates)

Agreement for Recycling:

Billing Procedure: The City shall directly bill all residential recycling customers and the City shall collect all residential recycling revenues. The City shall compensate the Contractor at the rate of \$1.25 per month per residential property.

Agreement for Garbage:

Basis for Payment to Contractor: The City shall compensate the Contractor for collection of garbage and rubbish upon the basis of the actual number of units from which garbage and rubbish is collected each month. Subject to being increased or decreased as hereinafter provided, the City shall compensate Contractor \$10.20 per month for first-tier residential users and \$12.30 per month for second-tier residential

users and \$14.40 per month for third-tier residential users and \$15.30 per month for fourth-tier residential users. During the term of this contract the fees payable to Contractor shall be automatically renegotiated upon any increase or decrease in the tipping fees paid by Contractor. The Contractor shall promptly notify the City of any increase or decrease in his tipping fee costs.

_____, 2026

VIA CERTIFIED MAIL AND EMAIL

City of Howard Lake
625 8th Ave.
PO Box 736
Howard, MN 55349
Attention: Nick Haggemiller, City Administrator
Email: cityofhowardlake@howard-lake.mn.us

Re: Notice of and Consent to Assignment under Agreement for Recycling Collection Services made and entered the 30th day of July, 2004 (the “***Agreement for Recycling***”) and that certain Agreement for Garbage and Refuse Collection dated February 1, 2007 (the “***Agreement for Garbage***”) and together with the Agreement for Recycling, all as amended, restated, modified and/or supplemented from time to time, collectively, the “***Agreement***”), by and between the City of Howard Lake (the “***Counterparty***” or “***you***”) and Glen C. Mumford d/b/a Mumford Sanitation, sole proprietorship (the “***Contractor***”)

Ladies and Gentlemen:

Reference is made to a proposed Asset Purchase Agreement, by and among the Contractor, Waste Management of Minnesota, Inc., a Minnesota corporation (as “***Buyer***”), pursuant to which Buyer will acquire substantially all of the assets of the Contractor (the “***Transaction***”). The consummation of the Transaction will result in an assignment of the Agreement (including any amendments, exhibits, attachments, statements of work, project agreements, purchase orders, companion agreements, joinder agreements and/or other similar agreements, as applicable) by the Contractor to Buyer (the “***Assignment***”).

In connection with the Transaction, the Counterparty hereby, (1) consents to and approves the Assignment, (2) waives any right (including any right to terminate) or remedy under, and any violation, obligation, default or breach occurring under, the Agreement as a result of the Transaction or the Assignment, and (3) acknowledges receipt of notice of the Transaction and the Assignment and waives any notice requirement or review or response period contained in the Agreement that may arise from the Transaction or the Assignment, in each case whether arising before or after the closing of the Transaction or the Assignment. The Counterparty, on behalf of itself and on behalf of any of the Counterparty’s affiliates, provides the foregoing for the benefit of the Contractor and its affiliates, Buyer and its affiliates, and each of their respective successors and assigns, all of which may rely on this consent letter. The Assignment is contingent upon, and will only be effective upon, the closing of the Transaction.

Until the completion of the Transaction, the Contractor remains responsible for all obligations under the Agreement, and you should continue to communicate with the Contractor on all matters relating to the Agreement. It is anticipated that the Transaction will close on or about September 14, 2026. By signing this letter, you acknowledge and agree that, except as specifically set forth herein, nothing in this letter will modify, waive, or affect the terms of the Agreement. Upon consummation of the Transaction, Buyer will honor the terms of the Agreement through its termination date, including any current billing and/or payment rates as outlined in Schedule A attached hereto. Contractor requests that the terms of this letter not be proactively disclosed to any customer or third party prior to the consummation of the Transaction. The Contractor respectfully requests that you return your executed copy of this letter as soon as possible but no later than September 10, 2026.

[Remainder of page left intentionally blank]

Please return at your earliest convenience a signed copy of this letter to Glen C. Mumford at karenmumford12@gmail.com. Thank you for your prompt attention to this matter.

Sincerely,

Mumford Sanitation

By: _____
Glen C. Mumford

Consented to as of this _____ day of _____, 2026.

City of Howard Lake

By: _____
Name: _____
Title: _____

SCHEDULE A

(Rates)

Agreement for Recycling:

Billing Procedure: The City shall directly bill all residential recycling customers and the City shall collect all residential recycling revenues. The City shall compensate the Contractor at the rate of \$1.25 per month per residential property.

Agreement for Garbage:

Basis for Payment to Contractor: The City shall compensate the Contractor for collection of garbage and rubbish upon the basis of the actual number of units from which garbage and rubbish is collected each month. Subject to being increased or decreased as hereinafter provided, the City shall compensate Contractor \$10.20 per month for first-tier residential users and \$12.30 per month for second-tier residential users and \$14.40 per month for third-tier residential users and \$15.30 per month for fourth-tier residential users. During the term of this contract the fees payable to Contractor shall be automatically renegotiated upon any increase or decrease in the tipping fees paid by Contractor. The Contractor shall promptly notify the City of any increase or decrease in his tipping fee costs.

AGREEMENT FOR RECYCLING COLLECTION SERVICES

THIS AGREEMENT is made and entered into this 30th day of July, 2004, by and between Glen C. Mumford, d/b/a Mumford Sanitation, sole proprietorship, party of the first part, hereinafter called the "Contractor", and the City of Howard Lake, a municipal corporation, party of the second part, hereinafter called the "City." In consideration of the mutual covenants herein contained, IT IS AGREED as follows:

I.

Purpose of the Contract: The Contractor shall collect the following materials for recycling from all residential properties within the corporate boundaries of the City: brown, green and clear glass, tin and aluminum, #1 and #2 plastics, newspapers in brown paper bags only, bundled cardboard.

II.

Term of Contract: The term of this contract shall begin as of June 1, 2004 and shall automatically renew June 1st of each year unless 30 days notification is received by either party, subject to said termination provisions, the Contractor is hereby given an exclusive contract to collect said materials for recycling.

III.

Duties of Contractor: The Contractor shall make curbside collections every other Tuesday, the exact number of pickups to be determined by the City Clerk. The Contractor shall follow a consistent schedule of pick-ups throughout the City of Howard Lake. The Contractor shall make all collections of recycling material in suitable trucks so constructed that their contents will not leak or spill therefrom; vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley or other place longer than reasonably necessary to collect the recycling material. The Contractor shall furnish sufficient equipment and personnel to perform the recycling service in a safe and sanitary manner and properly recycle all material collected.

The Howard Lake City Council shall have the power to arbitrate any and all types of disputes between the Contractor and the customer and have the power to enact any rules and regulations, which may be required thereby.

This contract only applies to residential properties, which participate in the recycling program. The Contractor shall directly bill any commercial recycling customers and the rate shall be independently agreed upon by the Contractor and commercial recycler.

IV.

Contractor Compliance with Governmental Regulations: The Contractor shall fully comply with the provisions of City Ordinance Chapter 5.01 and all health regulations and laws of the County and/or State of Minnesota and the United States Government regarding the pickup, transportation or disposal of recycling materials resulting from said collection.

V.

Billing Procedure: The City shall directly bill all residential recycling customers and the City shall collect all residential recycling revenues. The City shall compensate the Contractor at the rate of \$1.25 per month per residential property.

VI.

Breach of Contract and Termination: The City shall have the right to terminate this contract in the event of breach thereof by the Contractor or for unsatisfactory performance by the Contractor. A continuing breach shall not be deemed to be waived because not followed by prompt termination.

Upon failure of the Contractor to fulfill any of the provisions of the contract, The City Administrator shall be authorized to hire such men and equipment, or assign City employees and equipment, as may be necessary to do such work and the cost and expense thereof may be charged and deducted from any monies due the Contractor, collected from the Contractor, or collected by recourse to the Contractor's bond.

VII.

Collection Lists: At the beginning of each month the City shall furnish the Contractor with a list of all residential properties to be added or discontinued from the collection. In the event in any month no such list is supplied by the City, the Contractor shall continue collections in the new month on the same basis as the preceding month.

Insurance Required by Contractor: The Contractor shall maintain and file policies or certificates therefore with the City on workmen's compensation insurance and liability insurance during the whole period of this contract in the sum of Six Hundred Thousand Dollars (\$600,000.00) covering claims to more than one person in the same accident, and One Hundred Thousand Dollars (\$100,000.00) for claims of injury to property which shall insure the City as named insured, as well as the Contractor against liability imposed by law on the City or the Contractor by reason of any act or omission of the Contractor

Recycling Contract
7/4/04

or the Contractor's employees in connection with the performance of this contract, including claims arising out of the use or operation of any vehicles used by the Contractor in performing this contract. Such policies shall be approved by the City Attorney and filed with the City Administrator

IX.

Performance and Corporate Surety Bonds required: The Contractor shall execute and deliver to the City a performance bond in the sum of Ten Thousand Dollars (\$10,000.00) conditioned upon the faithful performance of this contract with corporate surety to be approved by the City Administrator. The performance bond shall be for a twelve month period beginning July 1, 2004, and shall be renewed or replaced from year to year upon renewal of this contract, subject to approval by the City Administrator. This contract shall not become effective until such bond has been delivered to the City and accepted by the City Administrator, and this contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability because of a failure to pay the premium or termination of the period of the bond without renewal thereof.

X.

Indemnity: The Contractor agrees to indemnify and save harmless the City from any and all claims and causes of action which may be asserted against the City on account of any act or omission of the Contractor, or the Contractor's employees or agents, in connection with the contractor's performance of this contract, to defend any action brought against the City on any such claim, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith. The City shall in no way be liable for any claims or charges incurred by the Contractor in the performance of this contract.

XI.

Discrimination on Account of Race, Creed or Color Prohibited in Contract: The Contractor shall comply in all respects with the State Law relative to discrimination, which reads as follows: "Every contract for or on behalf of the State of Minnesota, or any county, city, borough, town, township, school district or any other district in the state, for materials, supplies or construction shall contain provisions by which the Contractor agrees:

Recycling Contract

7/4/04

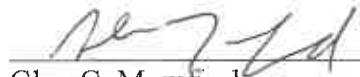
- (1) That in hiring of common or skilled labor for the performance of any work under any contract, or sub-contract hereunder, no contractor, material supplier, or vendor, shall, by means of race, creed, or color discriminate against the person or persons who are citizens of the United States who are qualified and available to perform the work to which such employment relates.
- (2) That, no contractor, material supplier, or vendor shall in any manner discriminate against or intimidate or prevent the employment of any such person or persons, or on being hired, prevent, or conspire to prevent, any such person or persons from the performance of work under any contract on account of race, creed or color.
- (3) Any violation of this section shall be a misdemeanor; and
- (4) That this contract may be cancelled or terminated by the state, county, city, borough, town, school board, or any other person authorized to grant contract for such employment, and all money due or to become due hereunder, may be forfeited for a second subsequent violation of the terms or conditions of this contract."

XII.

Assignability Provisions: This contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

IT IS MUTALLY AGREED, by and between the parties hereto, that all the covenants and agreements herein contained shall bind the heirs, representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this day of 30th July 2004.


Glen C. Mumford
d/b/a Mumford Sanitation


City of Howard Lake,
A Municipal Corporation


Kelly Bann
City Administrator