



# CITY OF HOWARD LAKE

## City Council Meeting

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

### TENTATIVE AGENDA

August 21, 2023 – 7:00 pm

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. APPROVAL OF AGENDA**

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

**D. COUNCIL MEETING MINUTES**

- a. Consider Approving Council Meeting Minutes for July 17, 2023 Council Meeting and Work Session.

**E. CITIZEN INPUT**

**F. COUNCIL/COMMITTEE REPORT**

**G. DEPARTMENT REPORTS**

- a. Howard Lake Wine and Spirits P & L

**H. CONSENT AGENDA**

- a. Consider Accepting all Reports & Payment of Claims.
- b. Consider Various Personnel Appointments.
- c. Consider Approving Rates and Dates for the 2023 Fall Clean Up.

**I. PRESENTATIONS, PUBLIC HEARINGS & RELATED APPROVALS**

- a. Set 2024 TNT Hearing for December 4, 2023, 6pm.
- b. Presentation: 2022 Fiscal Year Audit.

**J. NEW BUSINESS**

- a. Consider Purchase Agreement for 608 6<sup>th</sup> Street.
- b. Consider Approving Quote for Installation of Privacy Fence at 700 8<sup>th</sup> Avenue.
- c. Consider Quote to Repair Lift Station.
- d. Consider Water Conservation Ordinance 23-02.
  - Consider Resolution 23-20 Summary Publication of Ordinance 23-02.
- e. Consider Ordinance 23-03 Imposing Interim Moratorium on Operation of Cannabis Businesses
  - Consider Resolution 23-21 Summary Publication of Ordinance 23-03.
- f. Consider Ordinance 23-04 Prohibiting the Public Use of Hemp and Cannabis Products.
  - Consider Resolution 23-22 Summary Publication of Ordinance 23-04.
- g. Consider Various Approvals for the Terning Trails Apartment Project
  - Resolution 23-23 Approving Final Plat for Terning Trails Plat 5
  - Ordinance 23-05 Amending PUD for Terning Trails Plat 5.
  - Resolution 23-24 Summary Publication of Ordinance 23-05.
  - Resolution 23-25 Approving Final Site Plan.
  - Motion Approving Development Plan.
  - Motion Approving TIF Agreement.

**K. OLD BUSINESS**

**L. ADMINISTRATOR'S REPORT**

**M. ADJOURN**



# CITY OF HOWARD LAKE

Nicholas A. Haggenmiller, City Administrator

625 8<sup>TH</sup> Avenue - PO Box 736 - Howard Lake, MN 55349

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## HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

July 17, 2023

### MEETING MINUTES

#### COUNCIL PRESENT

Mayor Zimmerman

Tom Kutz

Allan Munson

Jason Deiter

Gene Gilbert

#### COUNCIL ABSENT

#### STAFF PRESENT

Nick Haggenmiller, City Administrator

Meagan Theisen, Assistant City Administrator

Dave Thompson, Police Chief

Josh Halverson, City Engineer - Bolton and Menk

#### ALSO PRESENT

#### CALL TO ORDER

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

#### PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

#### APPROVAL OF AGENDA

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

#### APPROVAL OF MINUTES

Council Member Deiter moved to approve the minutes from the June 20, 2023 regular Council meeting. The motion was seconded by Council Member Gilbert and passed unanimously.

#### CITIZEN INPUT

None.

#### COUNCIL/COMMITTEE REPORT

Council Member Deiter provided an update from the Waste Water Meeting.

#### DEPARTMENT REPORTS

Receive and File Liquor Store Financials.

## **CONSENT AGENDA**

### **a. CONSIDER ACCEPTING ALL REPORTS AND PAYMENT OF CLAIMS**

|              |                            |                       |
|--------------|----------------------------|-----------------------|
| GENERAL FUND | 61068-61200                | \$1,030,426.92        |
| PAYROLL      | 27317-27338, 502799-502846 | \$65,023.01           |
| ELECTRONIC   | 1462-1475                  | \$41,067.87           |
| <b>TOTAL</b> |                            | <b>\$1,136,517.80</b> |

|                  |           |                   |
|------------------|-----------|-------------------|
| AMBULANCE CLAIMS | 5977-5985 | \$7,879.04        |
| ELECTRONIC       |           |                   |
| <b>TOTAL</b>     |           | <b>\$7,879.04</b> |

### **b. Consider Various Personnel Appointments.**

### **c. Consider Approving use of Public Property for the Vintage Flea Market in September.**

Mayor Zimmerman recognized Joe Sherod for his retirement from the Howard Lake Fire Department after 20 years.

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

## **PUBLIC HEARING/PRESENTATION**

### **a. Presentation – American Legion Veterans Memorial Introduction**

Haggenmiller opened the presentation by introducing the project and process moving forward on the site of the new library.

Rod Werner introduced the project and the design process. He noted that fund raising has began and they will need to raise \$300,000.

### **b. Declare Open House for the 2023 Street and Utilities Project, July 26<sup>th</sup> 5-7 pm.**

## **NEW BUSINESS**

### **a. Consider Authorizing Purchase of Squad for Police Department**

Chief Thompson addressed the Council and presented the staff report. He plans to pursue a new police squad, but if there is a major delay they may consider a used squad.

Council Member Deiter moved to approve the purchase of a police squad, not to exceed \$61,000. The motion was seconded by Council Member Kutz and passed unanimously.

### **b. Discuss – Good Neighbor Days 2023 Review**

Theisen reviewed the staff report, highlighting each major event. She also shared the issues and complaints the committee received, including lack of near by parking, not enough volunteers to help with events, and time spent by staff to organize the event. Sher indicated that there are a few more people interested in being on the new committee to help with next years event.

Next year the Flea Market will be asked to hold their event on the blocked off streets to allow for more parking.

**c. Set August 1, 2023 for National Night Out at Memorial Park**

Theisen and Haggenmiller shared the event information for National Night Out on August 1<sup>st</sup> at Memorial Park.

**d. Consider Resolution 23-18 Authorizing City Administrator & Mayor to Execute Change Orders for the Library Construction Project**

Haggenmiller reviewed the staff report. He shared how the process of pay requests & change orders. He is requesting a do not exceed amount for change requests of \$25,000 total.

Council Member Gilbert moved to approve Resolution 23-18 and a do not exceed amount of \$25,000 for change orders. The motion was seconded by Council Member Deiter and passed unanimously.

**e. Consider Resolution 23-19 Authorizing City Administrator & Mayor to Execute Documents Necessary for the 2023 Street & Utility Project Financing**

Haggenmiller presented the staff report. He explained that USDA has grant funds for cities with water contaminants.

Council Member Kutz moved to approve Resolution 23-19 Authorizing City Administrator & Mayor to Execute Documents Necessary for the 2023 Street & Utility Project Financing. The motion was seconded by Council Member Munson and passed unanimously.

**OLD BUSINESS**

None.

**ADMINISTRATORS REPORT**

None.

**ADJOURN**

Council Member Kutz moved to adjourn the meeting at 8:01 pm. The motion was seconded by Council Member Gilbert and passed unanimously.

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Attest – City Administrator/Clerk

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Mayor

# Howard Lake Wine & Spirits

## Profit & Loss Statement

for the period 7/1/2023 to 7/31/2023

| SALES                        | Monthly Amt       | YTD Amount        | Budget Amended 7.26.23 | % of Budget | 2022 Monthly Amt  | 2022 YTD1Amt      | +/- Pr Yr         |
|------------------------------|-------------------|-------------------|------------------------|-------------|-------------------|-------------------|-------------------|
| Liquor                       | \$ 34,665         | \$ 207,754        | \$ 294,915             | 70%         | \$ 32,079         | \$ 194,877        | \$ 12,877         |
| Beer                         | \$ 59,099         | \$ 316,883        | \$ 544,689             | 58%         | \$ 62,930         | \$ 319,217        | \$ (2,334)        |
| Wine                         | \$ 10,588         | \$ 50,423         | \$ 86,534              | 58%         | \$ 7,907          | \$ 51,612         | \$ (1,189)        |
| Discounts                    | \$ (3,337)        | \$ (7,843)        | \$ (2,000)             | 392%        | \$ (1,763)        | \$ (10,702)       | \$ 2,859          |
| Misc(Pop/Mixes/Tobaco)       | \$ 2,733          | \$ 12,903         | \$ 16,040              | 80%         | \$ 2,078          | \$ 11,171         | \$ 1,732          |
| Non Tax                      | \$ -              | \$ 3,348          | \$ 13,268              | 25%         | \$ 1,881          | \$ 6,297          | \$ (2,949)        |
| Loyalty Program              | \$ -              | \$ (6)            | \$ 1                   | -608%       | \$ -              | \$ (23)           | \$ 17             |
| On Sale Revenue - SSEC       | \$ 1,999          | \$ 12,192         | \$ 9,838               | 124%        | \$ 7,077          | \$ 12,085         |                   |
| Other Revenue                | \$ 18             | \$ 125            | \$ 23,208              | 1%          | \$ 26             | \$ 141            |                   |
| <b>TOTAL SALES</b>           | <b>\$ 105,765</b> | <b>\$ 595,777</b> | <b>\$ 986,493</b>      | <b>60%</b>  | <b>\$ 112,215</b> | <b>\$ 584,675</b> | <b>\$ 11,012</b>  |
| <b>COST OF SALES</b>         |                   |                   |                        |             |                   |                   |                   |
| Liquor                       | \$ 15,795         | \$ 148,340        | \$ 215,510             | 69%         | \$ 23,651         | \$ 132,815        | \$ 15,525         |
| Beer                         | \$ 43,287         | \$ 247,705        | \$ 425,588             | 58%         | \$ 50,546         | \$ 247,208        | \$ 497            |
| Wine                         | \$ 6,671          | \$ 35,934         | \$ 59,566              | 60%         | \$ 5,045          | \$ 36,972         | \$ (1,038)        |
| Misc Tax                     | \$ 2,574          | \$ 11,405         | \$ 14,525              | 79%         | \$ 1,873          | \$ 8,071          | \$ 3,334          |
| Misc Non Tax                 | \$ -              | \$ -              | \$ 500                 | 0%          | \$ -              | \$ -              | \$ -              |
| Freight                      | \$ 405            | \$ 4,130          | \$ 6,052               | 68%         | \$ 705            | \$ 4,318          | \$ (188)          |
| <b>TOTAL COST OF SALES</b>   | <b>\$ 68,732</b>  | <b>\$ 447,514</b> | <b>\$ 721,741</b>      | <b>62%</b>  | <b>\$ 81,820</b>  | <b>\$ 429,384</b> | <b>\$ 18,130</b>  |
| <b>GROSS PROFIT</b>          | <b>\$ 37,034</b>  | <b>\$ 148,263</b> |                        |             |                   |                   |                   |
| <b>EXPENSES</b>              |                   |                   |                        |             |                   |                   |                   |
| Wages/Benefits               | \$ 13,926         | \$ 100,816        | \$ 174,000             | 58%         | \$ 21,875         | \$ 103,231        | \$ (2,415)        |
| Consulting                   | \$ -              | \$ -              | \$ 0                   | 0%          | \$ -              | \$ 5,000          | \$ (5,000)        |
| Training & Seminars          | \$ -              | \$ 1,269          | \$ 1,269               | 100%        | \$ -              | \$ -              | \$ 1,269          |
| Travel                       | \$ -              | \$ -              | \$ 1                   | 0%          | \$ 41             | \$ 78             | \$ (78)           |
| Dues & Subscriptions         | \$ -              | \$ -              | \$ 1                   | 0%          | \$ 1,200          | \$ 1,200          | \$ (1,200)        |
| Cash Short/Over              | \$ (2)            | \$ (299)          | \$ -                   |             | \$ 116            | \$ 319            | \$ (618)          |
| Credit Card Expense          | \$ 1,913          | \$ 11,383         | \$ 19,000              | 60%         | \$ 1,730          | \$ 10,434         | \$ 949            |
| Insurance                    | \$ -              | \$ 9,370          | \$ 9,370               | 100%        | \$ -              | \$ 6,294          | \$ 3,076          |
| Repair & Maintenance         | \$ 546            | \$ 6,368          | \$ 8,000               | 80%         | \$ 1,447          | \$ 4,461          | \$ 1,907          |
| Computer Supplies/Technology | \$ -              | \$ 2,131          | \$ 4,500               | 47%         | \$ -              | \$ 912            | \$ 1,219          |
| Utilities                    | \$ 3,468          | \$ 8,859          | \$ 13,000              | 68%         | \$ 1,067          | \$ 9,351          | \$ (492)          |
| Advertising                  | \$ -              | \$ -              | \$ 1                   | 0%          | \$ -              | \$ 143            | \$ (143)          |
| Misc                         | \$ 406            | \$ 2,004          | \$ 7,500               | 27%         | \$ 3,284          | \$ 7,168          | \$ (5,164)        |
| Depreciation                 | \$ -              | \$ 3,125          | \$ 3,125               | 100%        | \$ 625            | \$ 4,375          | \$ (1,250)        |
| <b>TOTAL EXPENSES</b>        | <b>\$ 20,257</b>  | <b>\$ 145,027</b> | <b>\$ 239,767</b>      | <b>60%</b>  | <b>\$ 31,385</b>  | <b>\$ 152,966</b> | <b>\$ (7,939)</b> |
| <b>PROFIT/(LOSS)</b>         | <b>\$ 16,777</b>  | <b>\$ 3,236</b>   | <b>\$ 24,985</b>       |             | <b>\$ (990)</b>   | <b>\$ 2,325</b>   |                   |

**CITY OF HOWARD LAKE**  
**CLAIMS & DONATIONS APPROVED**  
**DATE - July 18, 2023 - August 21, 2023**

|              |                            |                  |
|--------------|----------------------------|------------------|
| GENERAL FUND | CHECKS: 61201-61392        | \$1,073,265.78   |
| PAYROLL      | 27339-27355, 502847-502897 | 61,303.52        |
| ELECTRONIC   | 1476-1500                  | <u>76,274.11</u> |
| TOTAL        |                            | \$1,210,843.41   |

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|                  |                   |              |
|------------------|-------------------|--------------|
| AMBULANCE CLAIMS | CHECKS: 5986-6002 | \$15,512.09  |
| ELECTRONIC       | 42, 1501-1502     | \$200,253.74 |
| TOTAL            |                   | \$215,765.83 |

Approved:

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**1010 CITIZEN ALLIANCE**

|       |                             |           |             |                                  |
|-------|-----------------------------|-----------|-------------|----------------------------------|
| 1476e | INTERNAL REVENUE SERVICE    | 7/19/2023 | \$9,095.23  | PR 07-14-2023                    |
| 1477e | MN DEPT OF REVENUE          | 7/19/2023 | \$1,698.04  | PR 07-14-2023                    |
| 1478e | PERA                        | 7/19/2023 | \$7,864.11  | PR 07-14-2023                    |
| 1479e | LEAP-WEX                    | 7/19/2023 | \$737.55    | PR 07-14-2023                    |
| 1480e | MN DEPT OF LABOR AND INDUS  | 7/19/2023 | \$1,439.33  | 2Q2023 Bldg Surcharge            |
| 1481e | INTERNAL REVENUE SERVICE    | 7/31/2023 | \$8,770.18  | PR 15 07-28-2023                 |
| 1482e | MN DEPT OF REVENUE          | 7/31/2023 | \$1,692.23  | pr #15 7-28-2023                 |
| 1483e | LEAP-WEX                    | 7/31/2023 | \$737.55    | PR #15 07-28-2023                |
| 1484e | PERA                        | 7/31/2023 | \$7,792.80  | PR #15 07-28-2023                |
| 1485e | HEARTLAND PYMT SERVICES     | 8/7/2023  | \$1,693.21  |                                  |
| 1486e | AUTHNET GATEWAY BILLING     | 8/7/2023  | \$25.00     |                                  |
| 1487e | PSN                         | 8/7/2023  | \$922.35    |                                  |
| 1488e | PSN                         | 8/7/2023  | \$200.84    |                                  |
| 1490e | WEX HEALTH INC              | 8/7/2023  | \$13.75     |                                  |
| 1491e | NCR SECURE PAY              | 8/7/2023  | \$194.63    |                                  |
| 1492e | CITIZENS ALLIANCE BANK      | 8/7/2023  | \$30.00     | ACH FEE                          |
| 1493e | CITY OF BUFFALO             | 8/7/2023  | \$60.00     | ACCT# 26-022950-00               |
| 1494e | LS WEEKEND CASH             | 8/9/2023  | \$1,500.00  |                                  |
| 1495e | MN DEPT OF REVENUE          | 8/9/2023  | \$2,435.00  | Sales tax due July 2023          |
| 1496e | MN DEPT OF REVENUE          | 8/9/2023  | \$10,090.00 | LS sales tax-July 2023           |
| 1497e | INTERNAL REVENUE SERVICE    | 8/11/2023 | \$9,220.23  | PR 08-11-2023                    |
| 1498e | MN DEPT OF REVENUE          | 8/11/2023 | \$1,703.14  | PR 08-11-2023                    |
| 1499e | PERA                        | 8/11/2023 | \$7,621.39  | PR 08-11-2023                    |
| 1500e | LEAP-WEX                    | 8/11/2023 | \$737.55    | PR 08-11-2023                    |
| 27339 | GOEPFERT, THOMAS            | 7/28/2023 | \$523.29    |                                  |
| 27340 | MANZ, KRISTINA J            | 7/28/2023 | \$76.03     |                                  |
| 27341 | MILLER, EDWARD M            | 7/28/2023 | \$158.96    |                                  |
| 27342 | SAVOIE, CAIN J              | 7/28/2023 | \$127.74    |                                  |
| 27343 | CHAFFINS, GORDON            | 7/28/2023 | \$76.18     |                                  |
| 27344 | HARTNECK, BEAU P.           | 7/28/2023 | \$311.05    |                                  |
| 27345 | HARTNECK, SEAN M.           | 7/28/2023 | \$236.17    |                                  |
| 27346 | GOEPFERT, THOMAS            | 8/11/2023 | \$269.33    |                                  |
| 27347 | ARNOLD, KAYLA               | 8/11/2023 | \$46.17     |                                  |
| 27348 | DICKENS, CHRISTENA M        | 8/11/2023 | \$104.35    |                                  |
| 27349 | DRUSCH, JACOB D             | 8/11/2023 | \$202.14    |                                  |
| 27350 | MAGES, ALEX                 | 8/11/2023 | \$259.88    |                                  |
| 27351 | STOLL, ERIC                 | 8/11/2023 | \$246.65    |                                  |
| 27352 | WIECH, KYLE                 | 8/11/2023 | \$46.17     |                                  |
| 27353 | MANZ, KRISTINA J            | 8/11/2023 | \$76.03     |                                  |
| 27354 | MILLER, EDWARD M            | 8/11/2023 | \$207.10    |                                  |
| 27355 | HARTNECK, SEAN M.           | 8/11/2023 | \$236.17    |                                  |
| 61201 | AIR-PRO HEATING & COOLING L | 7/19/2023 | \$1,131.50  |                                  |
| 61202 | AMAZON CAPITAL SERVICES     | 7/19/2023 | \$277.95    | Stickers                         |
| 61203 | BELLBOY CORPORATION         | 7/19/2023 | \$1,623.04  |                                  |
| 61204 | BREAKTHRU BEVERAGE          | 7/19/2023 | \$319.04    |                                  |
| 61205 | CINTAS                      | 7/19/2023 | \$80.05     |                                  |
| 61206 | EARL F ANDERSON, INC        | 7/19/2023 | \$198.30    |                                  |
| 61207 | EQUIPMENT MANAGEMENT CO     | 7/19/2023 | \$620.00    | Annual tool service              |
| 61208 | EZ DOCK & LIFT LLC          | 7/19/2023 | \$172.50    |                                  |
| 61209 | GREATER MN COMMUNICATION    | 7/19/2023 | \$300.00    | Hiring banner                    |
| 61210 | HOWARD LAKE CEMETERY ASS    | 7/19/2023 | \$10,000.00 | Annual pmt for cemetary upkeep   |
| 61211 | IUOE LOCAL 49 FRINGE BENEFI | 7/19/2023 | \$105.00    | Monthly dues                     |
| 61212 | JOE'S SPORT SHOP            | 7/19/2023 | \$990.95    | Parade candy, screws, plex glass |
| 61213 | JOHNSON BROTHERS LIQUOR C   | 7/19/2023 | \$2,760.98  |                                  |

|       |                             |           |              |                                   |
|-------|-----------------------------|-----------|--------------|-----------------------------------|
| 61214 | BRIAN KITTOCK               | 7/19/2023 | \$301.30     | Mileage Kittock                   |
| 61215 | MARCO                       | 7/19/2023 | \$407.45     |                                   |
| 61216 | MEDIACOM LLC                | 7/19/2023 | \$286.17     |                                   |
| 61217 | MINN DEPARTMENT OF HEALTH   | 7/19/2023 | \$23.00      | WW Operator exam fee              |
| 61218 | MN PUBLIC FACILITIES AUTHOR | 7/19/2023 | \$379,483.05 | 2009 PFA                          |
| 61219 | MUNICIPAL EMERGENCY SERVI   | 7/19/2023 | \$867.00     | Thermoplastic helmet              |
| 61220 | NAPA AUTO PARTS COKATO      | 7/19/2023 | \$38.99      |                                   |
| 61221 | 536600-NCPERS GROUP LIFE IN | 7/19/2023 | \$48.00      | August 2023                       |
| 61222 | PETTY CASH -MEAGAN THEISE   | 7/19/2023 | \$126.99     | GND supplies                      |
| 61223 | PHILLIPS WINE & SPIRITS     | 7/19/2023 | \$835.10     |                                   |
| 61224 | PRECISION UTILITIES         | 7/19/2023 | \$3,942.50   |                                   |
| 61225 | PREMIUM WATERS, INC         | 7/19/2023 | \$19.33      |                                   |
| 61226 | RIDGEVIEW MEDICAL CENTER    | 7/19/2023 | \$280.00     | Ridgeview                         |
| 61227 | SILVERSMITH DATA            | 7/19/2023 | \$7,162.00   | GPS Marking system                |
| 61228 | SOUTHERN GLAZER WINE & SPI  | 7/19/2023 | \$2,582.10   |                                   |
| 61229 | STREICHER'S                 | 7/19/2023 | \$71.99      | Replacement spikes                |
| 61230 | SYLVESTER CUSTOM GRINDING   | 7/19/2023 | \$18,082.08  |                                   |
| 61231 | USA BLUEBOOK                | 7/19/2023 | \$139.98     |                                   |
| 61232 | WRIGHT COUNTY HIGHWAY DE    | 7/19/2023 | \$6,483.36   | Salt                              |
| 61233 | XCEL ENERGY                 | 7/19/2023 | \$940.44     |                                   |
| 61234 | HOWARD LAKE POSTMASTER      | 7/21/2023 | \$451.86     | July Utility Billing              |
| 61235 | THE BROKEN BOLT             | 7/25/2023 | \$942.00     | Battery 2020 Tahoe                |
| 61236 | AMAZON CAPITAL SERVICES     | 7/27/2023 | \$454.78     |                                   |
| 61237 | BREAKTHRU BEVERAGE          | 7/27/2023 | \$403.40     |                                   |
| 61238 | BURNET TITLE ..             | 7/27/2023 | \$60.84      | Refund overpmt UB Sean Bushman    |
| 61239 | C & C EMBROIDERY            | 7/27/2023 | \$201.00     | Clay clothing allowance           |
| 61240 | CAPITOL BEVERAGE SALES      | 7/27/2023 | \$4,797.68   |                                   |
| 61241 | CINTAS                      | 7/27/2023 | \$160.10     |                                   |
| 61242 | CORE & MAIN                 | 7/27/2023 | \$444.43     |                                   |
| 61243 | DAHLHEIMER BEVERAGE GREE    | 7/27/2023 | \$12,782.95  |                                   |
| 61244 | EARTHLINK INC               | 7/27/2023 | \$14.95      | Earth Link                        |
| 61245 | EMERGENCY AUTOMOTIVE        | 7/27/2023 | \$571.30     | LED Rota-Beam Beacon              |
| 61246 | EMERYS TRUCK & TRAILER REP  | 7/27/2023 | \$7,701.96   |                                   |
| 61247 | FORSMAN PROPERTIES, LLC     | 7/27/2023 | \$110,890.83 | 1ST HALF PAY 2023 TIF             |
| 61248 | GLESSING, ASTRID            | 7/27/2023 | \$52.52      | Refund UB overpmt 00-6020-00-0    |
| 61249 | GREENHAGEN PROPERTIES       | 7/27/2023 | \$116.49     | Refund UB Overpmt 2164 Maple St   |
| 61250 | HAWKINS, INC                | 7/27/2023 | \$2,106.81   |                                   |
| 61251 | HOWARD LAKE ROYALTY         | 7/27/2023 | \$500.00     | Legion reimburse expenses-Royalty |
| 61252 | JOHNSON BROTHERS LIQUOR C   | 7/27/2023 | \$1,561.52   |                                   |
| 61253 | MYRA LAWAY                  | 7/27/2023 | \$60.00      | Music Farmers Market              |
| 61254 | MN VALLEY TESTING LAB, INC  | 7/27/2023 | \$74.80      |                                   |
| 61255 | MUNSON LAKES NUTRITION      | 7/27/2023 | \$36.91      |                                   |
| 61256 | PHILLIPS WINE & SPIRITS     | 7/27/2023 | \$264.08     |                                   |
| 61257 | RUSSELL SECURITY RESOURC    | 7/27/2023 | \$165.00     |                                   |
| 61258 | THE HOME CITY ICE COMPANY   | 7/27/2023 | \$789.33     |                                   |
| 61259 | THE LODGE OF HOWARD LAKE,   | 7/27/2023 | \$10,103.80  | 1st half of pmt TIF 2023          |
| 61260 | THEISEN, MEAGAN             | 7/27/2023 | \$32.97      |                                   |
| 61261 | ULINE                       | 7/27/2023 | \$1,160.92   | Jim clothing allowance            |
| 61262 | VERIZON                     | 7/27/2023 | \$80.02      |                                   |
| 61263 | VERIZON CONNECT NWF, INC    | 7/27/2023 | \$97.14      |                                   |
| 61264 | VIKING BEVERAGES.           | 7/27/2023 | \$314.09     |                                   |
| 61265 | VINOCOPIA, INC              | 7/27/2023 | \$319.00     |                                   |
| 61266 | VISA                        | 7/27/2023 | \$6,012.91   |                                   |
| 61267 | WRIGHT HENNEPIN ELECTRIC    | 7/27/2023 | \$1,002.00   |                                   |
| 61268 | XCEL ENERGY                 | 7/27/2023 | \$48,470.65  | Xcel Billing Feb 3                |

|       |                              |           |              |                                |
|-------|------------------------------|-----------|--------------|--------------------------------|
| 61269 | BRASS FOUNDRY BREWING CO     | 8/2/2023  | \$32.97      |                                |
| 61270 | BREAKTHRU BEVERAGE           | 8/2/2023  | \$4,510.38   |                                |
| 61271 | CAPITOL BEVERAGE SALES       | 8/2/2023  | \$1,232.10   |                                |
| 61272 | DAHLHEIMER BEVERAGE GREE     | 8/2/2023  | \$5,915.05   |                                |
| 61273 | JOHNSON BROTHERS LIQUOR C    | 8/2/2023  | \$692.03     |                                |
| 61274 | PHILLIPS WINE & SPIRITS      | 8/2/2023  | \$777.98     |                                |
| 61275 | SOUTHERN GLAZER WINE & SPI   | 8/2/2023  | \$568.60     |                                |
| 61276 | AMAZON CAPITAL SERVICES      | 8/2/2023  | \$42.11      |                                |
| 61277 | KEITH BOBROWSKE              | 8/2/2023  | \$65.00      | Cell Allowance                 |
| 61278 | BOLTON & MENK, INC           | 8/2/2023  | \$22,076.50  |                                |
| 61279 | CENTURYLINK                  | 8/2/2023  | \$620.57     | Phones-CenturyLink             |
| 61280 | EMERYS TRUCK & TRAILER REP   | 8/2/2023  | \$467.72     |                                |
| 61281 | ESS BROTHERS & SONS, INC     | 8/2/2023  | \$2,024.00   |                                |
| 61282 | FARM-RITE EQUIPMENT, INC     | 8/2/2023  | \$280.00     |                                |
| 61283 | FELTMAN, CHERYL              | 8/2/2023  | \$162.55     | Refund overpmt UB 01-271-10-07 |
| 61284 | NICK HAGGENMILLER            | 8/2/2023  | \$365.00     | Cell Allowance                 |
| 61285 | KLEIN UNDERGROUND, LLC       | 8/2/2023  | \$12,750.00  |                                |
| 61286 | MYRA LAWAY                   | 8/2/2023  | \$65.00      | Cell Allowance                 |
| 61287 | LGI HOMES, INC               | 8/2/2023  | \$121.41     | Refund overomt UB 00-337-00    |
| 61288 | DEBRA MCALPINE               | 8/2/2023  | \$65.00      | Car Allowance                  |
| 61289 | MEDIACOM LLC                 | 8/2/2023  | \$136.90     |                                |
| 61290 | JARED MERGES                 | 8/2/2023  | \$65.00      | Cell Allowance                 |
| 61291 | MN RURAL WATER ASSN          | 8/2/2023  | \$798.00     | Membership                     |
| 61292 | JIM OTTENSTROER              | 8/2/2023  | \$65.00      | Cell Allowance                 |
| 61293 | PRECISION WELDING LLC        | 8/2/2023  | \$550.00     |                                |
| 61294 | CLAYTON PRESTIDGE            | 8/2/2023  | \$65.00      | Cell Allowance                 |
| 61295 | REMER, TANYA                 | 8/2/2023  | \$74.67      | Mileage                        |
| 61296 | THEISEN, MEAGAN              | 8/2/2023  | \$215.00     | Cell Allowance                 |
| 61297 | T-MOBILE                     | 8/2/2023  | \$339.34     | T-Mobile                       |
| 61298 | WASTEWATER COMMISSION        | 8/2/2023  | \$115,468.94 | 428 Terning Way                |
| 61299 | LGI HOMES, INC               | 8/2/2023  | \$2,700.00   | Was Ck#61133                   |
| 61300 | BELLBOY CORPORATION          | 8/10/2023 | \$300.82     |                                |
| 61301 | JOHNSON BROTHERS LIQUOR C    | 8/10/2023 | \$2,829.12   |                                |
| 61302 | PAUSTIS WINE COMPANY         | 8/10/2023 | \$208.00     |                                |
| 61303 | PHILLIPS WINE & SPIRITS      | 8/10/2023 | \$2,530.68   |                                |
| 61304 | SOUTHERN GLAZER WINE & SPI   | 8/10/2023 | \$217.40     |                                |
| 61305 | VINOCOPIA, INC               | 8/10/2023 | \$961.00     |                                |
| 61306 | ALN PROPERTIES 1             | 8/10/2023 | \$18.51      | Refund UB acct 00-3191-01-5    |
| 61307 | AMAZON CAPITAL SERVICES      | 8/10/2023 | \$50.59      |                                |
| 61308 | BIRCHDALE FIRE & SECURITY, L | 8/10/2023 | \$144.96     |                                |
| 61309 | BREAKTHRU BEVERAGE           | 8/10/2023 | \$263.39     |                                |
| 61310 | CAPITOL BEVERAGE SALES       | 8/10/2023 | \$5,683.80   |                                |
| 61311 | CENTERPOINT ENERGY           | 8/10/2023 | \$353.70     | Centerpoint                    |
| 61312 | CINTAS                       | 8/10/2023 | \$186.00     |                                |
| 61313 | COURI, & RUPPE, P.L.L.P.     | 8/10/2023 | \$1,021.25   |                                |
| 61314 | DAHLHEIMER BEVERAGE GREE     | 8/10/2023 | \$9,302.85   |                                |
| 61315 | DAVID DROWN ASSOCIATES       | 8/10/2023 | \$4,500.00   |                                |
| 61316 | EMERGENCY AUTOMOTIVE         | 8/10/2023 | \$279.11     | Whelen Linear mount            |
| 61317 | EMERYS TRUCK & TRAILER REP   | 8/10/2023 | \$492.06     |                                |
| 61318 | FINKEN WATER CENTERS         | 8/10/2023 | \$95.45      |                                |
| 61319 | FLASHING THUNDER FIREWOR     | 8/10/2023 | \$8,228.60   | Fireworks                      |
| 61320 | GOPHER STATE ONE-CALL, INC   | 8/10/2023 | \$79.25      |                                |
| 61321 | HALVORSON LEGAL              | 8/10/2023 | \$2,239.50   |                                |
| 61322 | HERALD JOURNAL PUBLISHING    | 8/10/2023 | \$322.00     |                                |
| 61323 | INTL UNION OF OPERATING EN   | 8/10/2023 | \$105.00     | July 2023                      |

|       |                             |           |             |                               |
|-------|-----------------------------|-----------|-------------|-------------------------------|
| 61324 | IUOE LOCAL 49 FRINGE BENEFI | 8/10/2023 | \$48.00     | July 2023                     |
| 61325 | JOE'S SPORT SHOP            | 8/10/2023 | \$1,216.75  | Gas                           |
| 61326 | JOHNSON BROTHERS LIQUOR C   | 8/10/2023 | \$99.64     |                               |
| 61327 | MYRA LAWAY                  | 8/10/2023 | \$60.00     | FM music                      |
| 61328 | MARCO TECHNOLOGIES LLC      | 8/10/2023 | \$512.24    |                               |
| 61329 | METRO WEST INSPECTION SER   | 8/10/2023 | \$903.89    |                               |
| 61330 | MINNESOTA UI FUND           | 8/10/2023 | \$3.70      | Unemployment                  |
| 61331 | NELSON ELECTRIC MOTOR REP   | 8/10/2023 | \$150.00    |                               |
| 61332 | NORTH FORK CUSTOM MEATS L   | 8/10/2023 | \$201.63    | Food GND                      |
| 61333 | OUIVERSON SEWER & WATER     | 8/10/2023 | \$2,950.00  |                               |
| 61334 | PHILLIPS WINE & SPIRITS     | 8/10/2023 | \$972.63    |                               |
| 61335 | PIT STOP TIRE & AUTO        | 8/10/2023 | \$866.98    | Gas Pit Stop                  |
| 61336 | PLUNKETT'S PEST CONTROL     | 8/10/2023 | \$298.44    | Plunketts                     |
| 61337 | POPE DOUGLAS SOLID WASTE    | 8/10/2023 | \$277.88    | Pharmaceuticals disposal      |
| 61338 | SWANSON-PETERSON FUNERA     | 8/10/2023 | \$850.00    |                               |
| 61339 | TIMMYS PUB CLUB, LLC        | 8/10/2023 | \$40.00     |                               |
| 61340 | VIA ACTUARIAL SERVICES      | 8/10/2023 | \$1,400.00  | Actuarial services GASB 67-68 |
| 61341 | WEX BANK                    | 8/10/2023 | \$237.05    | Gas                           |
| 61342 | WRIGHT COUNTY FINANCE DEP   | 8/10/2023 | \$400.00    | New TIF district              |
| 61343 | CHOSEN VALLEY TESTING, INC  | 8/10/2023 | \$2,883.50  | Testing                       |
| 61344 | CONSTRUCTION SYSTEMS, INC   | 8/10/2023 | \$66,157.85 | Pay #1                        |
| 61345 | CONTEGRITYGROUP             | 8/10/2023 | \$27,736.95 | On site supervision           |
| 61346 | CULLIGAN OF BUFFALO         | 8/10/2023 | \$118.37    | Bottled water                 |
| 61347 | DESIGN ELECTRICAL CONTRAC   | 8/10/2023 | \$7,906.85  | Pay #1                        |
| 61348 | GRAZZINI BROTHERS AND COM   | 8/10/2023 | \$2,574.50  | Pay # 1                       |
| 61349 | HEARTLAND GLASS CO. INC.    | 8/10/2023 | \$2,375.00  | Pay #1                        |
| 61350 | KING OF PORTABLES CORPORA   | 8/10/2023 | \$435.00    | Portables                     |
| 61351 | WENZEL-PLYMOUTH PLUMBING    | 8/10/2023 | \$14,250.00 | Pay #2                        |
| 61352 | XCEL ENERGY                 | 8/10/2023 | \$20.23     | Xcel electricity              |
| 61353 | AMAZON CAPITAL SERVICES     | 8/16/2023 | \$121.08    |                               |
| 61354 | BRANDEL ELECTRIC, LLC       | 8/16/2023 | \$1,016.05  |                               |
| 61355 | BREAKTHRU BEVERAGE          | 8/16/2023 | \$2,356.32  |                               |
| 61356 | CAPITOL BEVERAGE SALES      | 8/16/2023 | \$528.25    |                               |
| 61357 | CENTERPOINT ENERGY          | 8/16/2023 | \$20.03     |                               |
| 61358 | CENTRAL MN FIREFIGHTERS RE  | 8/16/2023 | \$100.00    | CMFRA Membership dues         |
| 61359 | CINTAS                      | 8/16/2023 | \$80.05     |                               |
| 61360 | CUSTOMIZED FIRE RESCUE TR   | 8/16/2023 | \$3,450.00  | Classes                       |
| 61361 | DAHLHEIMER BEVERAGE GREE    | 8/16/2023 | \$2,472.55  |                               |
| 61362 | KEN DURDAHL                 | 8/16/2023 | \$40.00     |                               |
| 61363 | HEIMAN FIRE EQUIPMENT, INC  | 8/16/2023 | \$239.90    | STORZ LH w/ swivel            |
| 61364 | HERALD JOURNAL PUBLISHING   | 8/16/2023 | \$122.25    | Sponsors thank you ad         |
| 61365 | HOWARD LAKE TIRE & AUTO     | 8/16/2023 | \$1,832.50  | 2018 GMC                      |
| 61366 | JOHNSON BROTHERS LIQUOR C   | 8/16/2023 | \$3,253.29  |                               |
| 61367 | LEIGHTRONIX, INC            | 8/16/2023 | \$3,576.00  |                               |
| 61368 | LESTER PRAIRIE VETERINARY   | 8/16/2023 | \$446.70    |                               |
| 61369 | MADDEN GALANTER HANSEN      | 8/16/2023 | \$210.00    |                               |
| 61370 | MARCO                       | 8/16/2023 | \$407.45    |                               |
| 61371 | MEDIACOM LLC                | 8/16/2023 | \$11.27     |                               |
| 61372 | MENARDS-BUFFALO             | 8/16/2023 | \$343.15    | Dock repair                   |
| 61373 | MID AMERICAN RESEARCH CHE   | 8/16/2023 | \$190.71    |                               |
| 61374 | MIDWEST MACHINERY CO        | 8/16/2023 | \$85.80     |                               |
| 61375 | MN DEPT OF NATURAL RESOUR   | 8/16/2023 | \$53.96     | Loon trail sign               |
| 61376 | MN PEIP                     | 8/16/2023 | \$20,867.44 | September 2023                |
| 61377 | MN VALLEY TESTING LAB, INC  | 8/16/2023 | \$37.40     |                               |
| 61378 | MUMFORD SANITATION          | 8/16/2023 | \$11,723.44 | Compost                       |

|         |                              |           |            |                                |
|---------|------------------------------|-----------|------------|--------------------------------|
| 61379   | MUNICIPAL EMERGENCY SERVI    | 8/16/2023 | \$4,578.21 | SEEK AttackPRO                 |
| 61380   | NAPA AUTO PARTS COKATO       | 8/16/2023 | \$38.99    |                                |
| 61381   | PAUMEN COMPUTER SERVICES     | 8/16/2023 | \$675.00   |                                |
| 61382   | PHILLIPS WINE & SPIRITS      | 8/16/2023 | \$767.30   |                                |
| 61383   | PREMIUM WATERS, INC          | 8/16/2023 | \$83.32    |                                |
| 61384   | RED BULL DISTRIBUTION CO, IN | 8/16/2023 | \$38.88    |                                |
| 61385   | RIDGEVIEW MEDICAL CENTER     | 8/16/2023 | \$328.00   | Ridgeview                      |
| 61386   | SOUTHERN GLAZER WINE & SPI   | 8/16/2023 | \$508.36   |                                |
| 61387   | VERIZON CONNECT NWF, INC     | 8/16/2023 | \$97.14    |                                |
| 61388   | VIKING BEVERAGES.            | 8/16/2023 | \$182.65   |                                |
| 61389   | WILLIAMS DIRECT DRYERS       | 8/16/2023 | \$7,399.98 | Turnout gear, face piece dryer |
| 61390   | WRIGHT LUMBER & MILLWORK     | 8/16/2023 | \$93.29    |                                |
| 61391   | XCEL ENERGY                  | 8/16/2023 | \$860.33   |                                |
| 61392   | ZOLL MEDICAL CORPORATION     | 8/16/2023 | \$457.62   | Lithium battery                |
| 502847e | CARGILL, ZACHARY C           | 7/28/2023 | \$427.51   |                                |
| 502848e | HAGGENMILLER, NICHOLAS A     | 7/28/2023 | \$3,717.85 |                                |
| 502849e | MERGES, JARED M              | 7/28/2023 | \$2,115.92 |                                |
| 502850e | REMER, TANYA M               | 7/28/2023 | \$1,437.75 |                                |
| 502851e | THEISEN, MEAGAN              | 7/28/2023 | \$2,121.08 |                                |
| 502852e | OTTENSTROER, JAMES D         | 7/28/2023 | \$1,836.99 |                                |
| 502853e | PRESTIDGE, CLAYTON P         | 7/28/2023 | \$1,517.13 |                                |
| 502854e | SWENDSEN, JENNIFER           | 7/28/2023 | \$2,169.10 |                                |
| 502855e | DE'ENGUARDE, ASPEN K.        | 7/28/2023 | \$369.58   |                                |
| 502856e | GROW, SAMANTHA L.            | 7/28/2023 | \$133.82   |                                |
| 502857e | LAWAY, MYRA                  | 7/28/2023 | \$2,064.67 |                                |
| 502858e | MCALPINE, DEBRA-ANN          | 7/28/2023 | \$1,256.85 |                                |
| 502859e | VIRNALA, TASIA, R            | 7/28/2023 | \$452.63   |                                |
| 502860e | AGUILAR, ANDREW R.           | 7/28/2023 | \$528.17   |                                |
| 502861e | HAGLIN, SERENA P             | 7/28/2023 | \$529.08   |                                |
| 502862e | JOHNSON, JACOB D             | 7/28/2023 | \$1,934.74 |                                |
| 502863e | PREUSSE, MITCHELL D          | 7/28/2023 | \$512.66   |                                |
| 502864e | SZCZEPANIK, DARIUSZ J        | 7/28/2023 | \$2,219.47 |                                |
| 502865e | THOMPSON, DAVID G            | 7/28/2023 | \$2,466.21 |                                |
| 502866e | THOMPSON, KYLE               | 7/28/2023 | \$545.56   |                                |
| 502867e | CARGILL, ZACHARY C           | 8/11/2023 | \$781.47   |                                |
| 502868e | HAGGENMILLER, NICHOLAS A     | 8/11/2023 | \$3,717.85 |                                |
| 502869e | MERGES, JARED M              | 8/11/2023 | \$2,473.78 |                                |
| 502870e | REMER, TANYA M               | 8/11/2023 | \$1,437.75 |                                |
| 502871e | THEISEN, MEAGAN              | 8/11/2023 | \$2,121.08 |                                |
| 502872e | OTTENSTROER, JAMES D         | 8/11/2023 | \$1,816.66 |                                |
| 502873e | PRESTIDGE, CLAYTON P         | 8/11/2023 | \$1,373.75 |                                |
| 502874e | SWENDSEN, JENNIFER           | 8/11/2023 | \$2,169.10 |                                |
| 502875e | BERG, TIMOTHY W              | 8/11/2023 | \$46.17    |                                |
| 502876e | BOBROWSKE, KEITH             | 8/11/2023 | \$207.79   |                                |
| 502877e | BRAVINDER, SETH Z            | 8/11/2023 | \$69.26    |                                |
| 502878e | DALBEC, MATTHEW R            | 8/11/2023 | \$46.17    |                                |
| 502879e | DRUSCH, ZACHARY R.           | 8/11/2023 | \$452.38   |                                |
| 502880e | IMHOLTE, SOPHIA C            | 8/11/2023 | \$215.75   |                                |
| 502881e | KITTOCK, BRIAN               | 8/11/2023 | \$182.69   |                                |
| 502882e | KITTOCK, NICOLE D            | 8/11/2023 | \$532.72   |                                |
| 502883e | LOEBERTMANN, AMANDA G        | 8/11/2023 | \$484.02   |                                |
| 502884e | LOEBERTMANN, CRAIG           | 8/11/2023 | \$138.52   |                                |
| 502885e | PETERSON, DAVID T            | 8/11/2023 | \$115.44   |                                |
| 502886e | STUEVEN, MARK J              | 8/11/2023 | \$46.17    |                                |
| 502887e | DE'ENGUARDE, ASPEN K.        | 8/11/2023 | \$464.08   |                                |

|                     |                       |           |                       |
|---------------------|-----------------------|-----------|-----------------------|
| 502888e             | GROW, SAMANTHA L.     | 8/11/2023 | \$239.12              |
| 502889e             | LAWAY, MYRA           | 8/11/2023 | \$2,034.64            |
| 502890e             | MCALPINE, DEBRA-ANN   | 8/11/2023 | \$1,256.85            |
| 502891e             | VIRNALA, TASIA, R     | 8/11/2023 | \$103.40              |
| 502892e             | AGUILAR, ANDREW R.    | 8/11/2023 | \$118.13              |
| 502893e             | JOHNSON, JACOB D      | 8/11/2023 | \$1,934.74            |
| 502894e             | PREUSSE, MITCHELL D   | 8/11/2023 | \$236.17              |
| 502895e             | SZCZEPANIK, DARIUSZ J | 8/11/2023 | \$2,219.47            |
| 502896e             | THOMPSON, DAVID G     | 8/11/2023 | \$2,466.21            |
| 502897e             | THOMPSON, KYLE        | 8/11/2023 | \$242.01              |
| <b>Total Checks</b> |                       |           | <b>\$1,210,843.41</b> |

FILTER: [Check Date] between #07/18/23# and #08/21/23# and [Check Nbr]>0 and [Cash Act]='1010'

## CITY OF HOWARD LAKE

08/18/23 11:52 AM

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**\*Check Summary Register©**

Checks 07/18/23-08/21/23

|             | Name                       | Check Date | Check Amt           |                               |
|-------------|----------------------------|------------|---------------------|-------------------------------|
| <b>1012</b> | <b>CAB - AMBULANCE</b>     |            |                     |                               |
| 42e         | CUSTOMERS-AMBULANCE        | 8/16/2023  | \$96.20             | Gateway                       |
| 1501e       | CUSTOMERS-AMBULANCE        | 8/16/2023  | \$89.13             | Gateway                       |
| 1502e       | CUSTOMERS-AMBULANCE        | 8/17/2023  | \$200,068.41        | Gateway                       |
| 5986        | AVOCATION SOFTWARE         | 7/19/2023  | \$250.00            | Avocation annual support fee  |
| 5987        | CENTRAL MCGOWAN, INC       | 7/19/2023  | \$37.31             | Cylinders                     |
| 5988        | CITY OF HOWARD LAKE        | 7/19/2023  | \$2,425.00          | June wages                    |
| 5989        | EAC SUBMISSIONS            | 7/19/2023  | \$52.50             | Claim filing fees             |
| 5990        | EMERGENCY MEDICAL TRAININ  | 7/19/2023  | \$500.00            | EMT Training                  |
| 5991        | JERRY'S TRANSMISSIONS SERV | 7/19/2023  | \$489.91            | Power loads, rear heat/ac     |
| 5992        | JOE'S SPORT SHOP           | 7/19/2023  | \$326.46            | Gas                           |
| 5993        | RIDGEVIEW MEDICAL CENTER   | 7/19/2023  | \$1,000.00          | Ridgeview                     |
| 5994        | ZOLL MEDICAL CORPORATION   | 7/19/2023  | \$188.44            | Pedi-Padz Electrodes          |
| 5995        | T-MOBILE                   | 8/2/2023   | \$46.67             | Phone T-Mobile                |
| 5996        | DENNY NOTHNAGEL            | 8/14/2023  | \$5,000.00          | LUCAS-GENERATOR               |
| 5997        | ALLINA HEALTH EMS          | 8/16/2023  | \$200.00            | Allina Health                 |
| 5998        | CITY OF HOWARD LAKE        | 8/16/2023  | \$3,851.00          | July ambulance pay            |
| 5999        | DRUSCH, ZACHARY            | 8/16/2023  | \$104.00            | EMT application fee           |
| 6000        | HOWARD LAKE TIRE & AUTO    | 8/16/2023  | \$515.61            | 2017 Ford                     |
| 6001        | JOE'S SPORT SHOP           | 8/16/2023  | \$469.87            | Gas                           |
| 6002        | KEAVENY PHARMACY           | 8/16/2023  | \$55.32             | Keaveny drug sodium chlor sol |
|             | <b>Total Checks</b>        |            | <b>\$215,765.83</b> |                               |

FILTER: [Check Date] between #07/18/23# and #08/21/23# and [Check Nbr]&gt;0 and [Cash Act]='1012'



# HOWARD LAKE CITY COUNCIL MEETING

August 21, 2023

**AGENDA ITEM:** Consider Accepting Various Personnel Appointments

**SECTION:** Consent

**FROM:** Meagan Theisen, Assistant City Administrator

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

Hired – Daniel Elmer – HLFD

**DECISION MAKING METRICS:**

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

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

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

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**COUNCIL ACTION REQUESTED:** Approve appointments as presented.

**ATTACHMENTS:** N/A



# HOWARD LAKE CITY COUNCIL MEETING

August 21, 2023

**AGENDA ITEM:** SET UP 2023 FALL CLEAN UP DATES AND TERMS

**SECTION:** Consent

**FROM:** Megan Theisen, Assistant City Administrator

## BACKGROUND:

Proposed 2023 Fall Clean-up guidelines –

- Thursday, October 5<sup>th</sup> – Saturday, October 7<sup>th</sup>
- Thursday & 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/<br>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           |                                        |                        |

## RECOMMENDATION:

Staff is recommending to hold the 2023 Fall Clean-up for one week, including two Saturday mornings, October 5<sup>th</sup> – October 7<sup>th</sup>.

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 2023 Fall Clean-up and approve fees.

**ATTACHMENTS:** N/A



# HOWARD LAKE CITY COUNCIL MEETING

August 21, 2023

**AGENDA ITEM:** Consider Approval of Purchase Agreement for 608 6<sup>th</sup> Street

**SECTION:** New Business

**FROM:** Nick Haggemiller, City Administrator

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**BACKGROUND:** The City is in process of constructing a new library facility located at Central Park on 8<sup>th</sup> Avenue. Through the design development process, the city council came to the following general conclusions about the former library facility once construction is completed:

- It was not feasible or cost effective to renovate the existing library.
- The City does not have an intended re-use of the building or grounds.
- Given its prominent location on US12 and the gateway to downtown, the city should carefully consider future uses of the site.

In consideration of future uses of the site, staff did general research and discussed the property with various professionals involved with real-estate, retail development, architects and builders. The site comes with unique challenges such as a steeply sloped topography and generally having very narrow highway frontage.

However, if the parcel or parcels adjacent to the library site are acquired and redeveloped at the same time as the library site to establish one, larger development site, it would open up the market and interest in the site overall. To that end, the property owner was approached about a voluntary and mutually agreed upon sale and discussed terms. These terms were brought back to the council in a workshop where the council directed the drafting of a purchase agreement.

## Terms of Purchase

- \$200,000 sales price. This figure is within the appropriate range of the estimated tax value to negate the need for an outside appraisal.
- Close on or about 10.1.23
- Provide a leaseback to the property owner to permit her to store belongings for up to 6 months at \$1/month + utilities and insurance.

## Interim & Long Term Intentions

Long term the intention will be to demolish present improvements including the library and adjacent home for a to-be-named mixed use development.

The interim uses may include the following:

- Winterize and secure properties and leave as-is.
  - Lease existing library facility to private business.
  - Lease existing residential site.
  - Temporary relocation of municipal liquor store
- US12 is anticipated to be resurfaced in 2025. The 700 block of US 12 (home of the liquor store/event center) will likely be hit the hardest due to lack of secondary egress. The likely detour for this project will go turn south at 6<sup>th</sup> Avenue which passes immediately by this site.

---

## DECISION MAKING METRICS:

**FINANCIAL:** \$200,000 capital fund/reserves

**LEGAL:** The City attorney drafted the agreement. The terms of the sale were within range to negate the need for an appraisal.

---

**COUNCIL ACTION REQUESTED:** Approve purchase agreement for 608 6<sup>th</sup> Street.

## ATTACHMENTS:

1. Purchase agreement.



# HOWARD LAKE CITY COUNCIL MEETING

AUGUST 21, 2023

**AGENDA ITEM:** Consider Approving Fence Installation at 700 8<sup>th</sup> Avenue

**SECTION:** New Business

**FROM:** Nick Haggemiller, City Administrator

---

**BACKGROUND:** The City purchased 700 8<sup>th</sup> Avenue, a bare ground parcel following a house fire in late 2018. Until long term development options are determined, the parcel will be cleaned up into a more functional green space. In 2023, this parcel was used as the central congregation spot for Good Neighbor Days. One of the few issues with using the site in this manner is screening between this parcel and the residential property to the south. A temporary fence was used for GND.

Staff sought a revised quote for the same vendor as well as a courtesy quote from a second. If council wishes to proceed with a project, staff recommends JK Landscape with a quote of \$9,100. This is a 30% increase from the original quote 3 years ago.



---

## ALTERNATIVE OPTIONS:

1. Do nothing.
2. Staff buy materials and install. Not recommended. This would save about \$1,500 but the fence quality would be less, and it would take staff away from other seasonal duties.
3. Use cedar or wood this would save about \$1,000.

**FINANCIAL:** The cost for the purchase and installation of the fence is \$9,100. This would be paid from the CIP Facilities Fund.

**LEGAL:** The City's zoning code requires screening from residential to non-residential uses. While that provision typically does NOT apply to parks; this is not a defined park and historically it has been a residential use. Therefore, surrounding property owners have experienced a change in use.

---

**STAFF RECOMMENDATION:** Approve the quote of \$9,100 for JK Landscape to install 125' of vinyl fence at 700 8<sup>th</sup> Avenue.

## ATTACHMENTS:

1. JK Landscape Quote

**19512 HUBBLE ROAD  
CLEARWATER, MN 55320**

**CONTRACTOR #: BC631037**

**JERRY KONZ**  
**(320) 980-2710**  
**jerry@jklandscape.com**

# ESTIMATE

| DATE     | ESTIMATE # |
|----------|------------|
| 8/8/2023 | 6958       |

**CUSTOMER MAILING ADDRESS:**

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

**PROJECT ADDRESS:**

700 8th Ave  
Howard Lake

**ASK ABOUT  
AVAILABLE  
FINANCING!!**

| DESCRIPTION                                                                                                                    | QTY | RATE     | TOTAL    |
|--------------------------------------------------------------------------------------------------------------------------------|-----|----------|----------|
| Install 6' tall Lakeland Fence - approx. 125' long x 6' tall<br>Fence will be installed with lay of the land and not step down | 1   | 9,100.00 | 9,100.00 |

\* Unless noted, this estimate does not include any permit/application fees. JK Landscape can obtain these for an additional fee.

\* By Signing this Estimate, you are Acknowledging that you have Read and Agree to the Contract and Warranty Terms, located on our Website at: [www.https://www.jklandscape.com/resources/contract-terms](http://www.https://www.jklandscape.com/resources/contract-terms)

\* Also, Please See Our Website to View the Project Gallery & Detailed Services We Have To Offer.

**WE APPRECIATE YOUR BUSINESS !!!**

X

**CUSTOMER SIGNATURE**

**TOTAL ESTIMATE:      \$9,100.00**



# HOWARD LAKE CITY COUNCIL MEETING

August 21, 2023

**AGENDA ITEM:** Consider Approving quote for lift station repairs from Nelson Electric

**SECTION:** New Business

**FROM:** Meagan Theisen, Assistant City Administrator

---

**BACKGROUND:** Howard Lake has seen several significant storms this summer. During one of those storms on June 10, we had a large tree come down on the corner of Imhoff Ave SW & Ash Street (the entrance to Lake Ridge). When this tree came down, it caused some damage to our Lift Station. Since June, this lift station has had a few minor repairs, but most recently the control panel has had many issues and ultimately needs to be replaced. Mike Nelson, of Nelson Electric Motor Repair, is who we work with on lift station repairs and he provided us a quote of \$15,500 to replace the control panel.

We filed a claim with the League of Minnesota Cities to help cover the costs related to this storm damage, but we have not heard back on that yet.

---

**DECISION MAKING METRICS:** We have tried several different repairs, but they are not holding up. Replacing the whole control panel would eliminate additional small repairs.

**FINANCIAL:** The 2023 CIP has a new control panel for Lift Station #7 in the amount of \$28,138. We could shift \$15,500 to Lift Station #6 if the LMC rejects our claim.

---

**COUNCIL ACTION REQUESTED:** Approve Mike Nelson's quote to replace the control panel on Lift Station #6.

**ATTACHMENTS:** - Quote from Nelson Electric

# NELSON ELECTRIC MOTOR REPAIR



9654 US HWY 12

HOWARD LAKE, MN. 55349

CELL: 320-296-1084      HOME: 320-543-3280

### Quote Attention: Jared

**DATE: 07-25-23**

**ADDRESS:** City of Howard Lake

|   |                                                        |             |
|---|--------------------------------------------------------|-------------|
|   | Here is the quote you wanted for a new control panel.  |             |
| 1 | Control panel with pressre transducer and float backup | \$14,308.00 |
| 6 | Hours field labor @ \$150                              | \$900.00    |
| 1 | Incoming freight                                       | \$250.00    |
|   |                                                        |             |
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|   |                                                        |             |
|   |                                                        |             |
|   | Tax                                                    |             |
|   | Total                                                  | \$15,458.00 |



# HOWARD LAKE CITY COUNCIL MEETING

August 21, 2023

**AGENDA ITEM:** Water Conservation Ordinance 23-02 & Resolution 23-20

**SECTION:** New Business

**FROM:** Meagan Theisen, Assistant City Administrator

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**BACKGROUND:**

Minnesota Statute 103G.291 any public water supplier serving more than 1,000 people must encourage water conservation by employing water use demand measures. These measures can range from water use restrictions to graduated increases in rates for higher usage properties.

City Ordinance 10.02 Water Use Section 13. Prohibited Uses or Hours permits staff limit the use of waters during times of threatened water shortage. Historically, Howard Lake has done so through means such as website, facebook and newspaper postings during high usage times. However, this offers no enforcement capabilities in the event of excessive usage or violators of the ordinance.

**During our last billing cycle, we had more than 15 homes using more than 40,000 gallons during a single month. We also had 5 residential properties that used nearly 80,000 gallons last month.**

Proposed is a new stand alone ordinance that largely follows best practices statewide that most communities follow. Specifically, limiting time of the day irrigating is permitted and the day of the week. The ordinance also calls out for administrative citations or fines to be issued based on fees adopted by the city council. To that end, staff is suggesting a citation schedule mirroring our nuisance abatement ordinance: 1<sup>st</sup> offense \$50, 2<sup>nd</sup> offense \$100, 3<sup>rd</sup> offense \$250. If approved, this information will be included in the Fall and Spring City Newsletters and in new resident packets.

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**DECISION MAKING METRICS:** Water conservation measures are important to protect our aquifer & to have water available in case of an emergency.

**FINANCIAL:** The ordinance includes language establishing fines for violators. This is not believed to be a material revenue.

**LEGAL:** The ordinance must be passed and published in the newspaper of record.

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**COUNCIL ACTION REQUESTED:** Approve Ordinance 23-02 , An Ordinance to Enforce Water Consumption Conservation.

Approve Resolution 23-20 Summary publication of Ordinance 23-02.

**ATTACHMENTS:**

- Ordinance 23-02
- Resolution 23-20

ORDINANCE NO. 23-02  
CITY OF HOWARD LAKE  
WRIGHT COUNTY, MINNESOTA

AN ORDINANCE TO ENFORCE WATER CONSUMPTION CONSERVATION

**The City of Howard Lake ordains:**

**Section I: The City of Howard Lake City Code is amended by Repealing Chapter 10.02 Section 13 “Prohibited Uses or Restricted Hours” and establishing Ordinance to Enforce Water Consumption Conservation.**

**SECTION 1: PURPOSE.**

The purpose of this section is to promote outdoor water consumption conservation measures, to conserve water resources, and to assist the city in effective utilization of its annual water appropriation permit limits as established by the Minnesota Department of Natural Resources. A reduction in the level of outdoor water consumption demand during peak demand periods will assist in maintaining sufficient amounts of water for firefighting and reduce the urgency for the construction of additional storage and wells.

**SECTION 2: DEFINITIONS.**

Irrigate/irrigation means the watering of shrubs, trees, sod, seeded areas, gardens, lawns, or any other outdoor vegetation.

Odd/even basis means the limitation on irrigation in relation to calendar dates and odd/even street addresses. If a property's address ends in an even number, irrigation shall only take place on even numbered days of the week. If the property's address ends in an odd number, irrigation shall only take place on odd numbered days of the week.

Time of day restriction means the certain hours of the day when irrigation is prohibited.

**SECTION 3: WATER CONSERVATION MEASURES.**

- (a) Time of day restriction.** In order to conserve water resources and prevent wasteful and harmful effects of irrigation during the midday hours, no person shall irrigate using the public water supply between the hours of 8:00 a.m. and 6:00 p.m. on any day of the week from May 1st until September 30th. This time of day restriction applies to established lawns, vegetation, shrubs, trees and gardens and also applies to new sod and seed unless written permission to irrigate during the restricted times is obtained from the city administrator or his or her designee.
- (b) Odd/even restriction.** To reduce demand on the city's water supply, no person shall irrigate using the public water supply except on an odd/even basis unless written permission to irrigate during the restricted days is obtained from the city administrator or his or her designee.

**SECTION 4: EMERGENCY REDUCTION MEASURES.**

The city administrator or his or her designee, is authorized to implement additional water conservation measures at such times where water demand exceeds supply capabilities or the public water reserve capacities are insufficient to protect the community. Such emergency reduction measures may include, but are not limited to, changes to the time of day restriction or a complete ban on irrigation. Notice of such emergency reduction measures may be given by publication, posting, mail or hand-delivered pamphlets.

**SECTION 5: Exceptions.**

The water conservation measures required by this section do not apply to the following situations:

- (a) Hoses that are being hand held by a person;
- (b) Playfields and parks owned by the city that contain lawn, grass or turf which requires more frequent watering in order to prevent unreasonable damage;
- (c) Properties of commercial or business enterprises whose economic well-being is dependent upon the irrigation of lawns, grasses, or turf. Written permission must be obtained from the city administrator or his or her designee. The written permission may be subject to certain terms and conditions;
- (d) Water toys or sprinklers that are used by children, provided that the children are present and actively playing with the toys or sprinklers; and
- (e) Properties that contain new sod or seed, new trees or other new vegetation. Written permission must be obtained from the city administrator or his or her designee. Time of day restrictions still apply.
- (f) Properties who have a seasonal or permanent pool exceeding 4,000 gallons must notify Howard Lake City Hall before filling the pool for the season.

#### **SECTION 6: Enforcement.**

Any person violating the provisions of this section will be issued administrative citations with fees adopted by the city and posted on the schedule.

PASSED AND ADOPTED this 21<sup>st</sup> day of August 2023.

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Peter Zimmerman, Mayor

ATTEST:

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Nicholas Haggenmiller, City Clerk-Administrator

**CITY OF HOWARD LAKE  
RESOLUTION 23-20**

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF  
ORDINANCE NO. 23-02 REGARDING WATER CONSERVATION**

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 23-02 will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

**NOW THEREFORE, BE IT RESOLVED** that the following summary of Ordinance No. 23-02 is approved for publication:

**CITY OF HOWARD LAKE  
ORDINANCE NO. 23-02**

**Section 1.** The Howard Lake City Code is hereby amended to include the following ordinance summarized below:

Section I: The City of Howard Lake City Code is amended by Repealing Chapter 10.02 Section 13 “Prohibited Uses or Restricted Hours” and establishing Ordinance to Enforce Water Consumption Conservation.

SECTION 1: PURPOSE.

The purpose of this section is to promote outdoor water consumption conservation measures, to conserve water resources, and to assist the city in effective utilization of its annual water appropriation permit limits as established by the Minnesota Department of Natural Resources. A reduction in the level of outdoor water consumption demand during peak demand periods will assist in maintaining sufficient amounts of water for firefighting and reduce the urgency for the construction of additional storage and wells.

PASSED AND ADOPTED this 21<sup>st</sup> day of August 2023.

---

Peter Zimmerman, Mayor

ATTEST:

---

Nicholas Haggenmiller, City Clerk-Administrator



# HOWARD LAKE CITY COUNCIL MEETING

August 21, 2023

**AGENDA ITEM:** Consider Ordinance 23-03 Imposing Interim Moratorium on Operation of Cannabis Businesses

**SECTION:** New Business

**FROM:** City Administrator

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**BACKGROUND:** In 2022 the Minnesota Legislature relaxed various laws surrounding cannabis and cannabis related products. The change was significant and occurred quickly. At that time, local units of government were encouraged by organizations such as the League of Minnesota Cities and respective city attorneys to adopt moratorium prevent the establishment and sale of products. Howard Lake passed such an ordinance in October of 2022.

The most recent 2023 legislative session saw additional legalization of cannabis and cannabis related products including the full recreational use of cannabis. This once again has prompted local units of government to reconsider the matter. Doing so, a new replacement moratorium is suggested that reflects the current statute(s).

The attached ordinance, drafted by the city attorney and largely uses the template provided by the League of Minnesota Cities establishes prevents new establishments from opening prior to an actual governing ordinance is adopted provided it is in place prior to January 1, 2025.

Ultimately, the city will regulate the sale use via ordinance. Examples of regulations may include license eligibility and requirements, regulating the time, place and manner of sales/use to protect the health and safety of the community.

In preparation for this, we have met with and reviewed products currently available at one local establishment. We will also follow up with a written correspondence to other business license holders who may proactively consider products in their establishments.

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## DECISION MAKING METRICS:

**FINANCIAL:** There is not a cost consequence to this moratorium. Moving forward, an actual ordinance that regulates the product will likely have license fees etc.

**LEGAL:** The city attorney drafted this ordinance.

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**COUNCIL ACTION REQUESTED:** Adopt Ordinance 23-03 Imposing Moratorium on Operating a Cannabis Business.

## ATTACHMENTS:

1. Ordinance 23-03 Imposing Cannabis Moratorium on Businesses.
2. Resolution 23-21 Summary Publication.

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

**ORDINANCE NO. 23-03**

**AN INTERIM ORDINANCE IMPOSING A MORATORIUM  
ON THE OPERATION OF CANNABIS BUSINESSES**

**WHEREAS**, the Minnesota Legislature recently enacted 2023 Minnesota Session Law, Chapter 63 – H.F. No. 100 (the “Act”), which outlined legislation relating to the legal use of cannabis including, but not limited to, the establishment of the Office of Cannabis Management (“OCM”), legalizing and limiting the possession and use of cannabis and certain hemp products by adults, providing for the licensing, inspection, and regulation of cannabis businesses and hemp businesses, taxing the sale of certain cannabis products, establishing grant and loan programs, amending criminal penalties, providing for expungement of certain convictions and providing for temporary regulation of certain edible cannabinoid products;

**WHEREAS**, the Act allows local units of government, like the City of Howard Lake (the “City”), to regulate cannabis businesses by: (1) requiring local registration of certain cannabis businesses operating retail establishments, (2) adopting reasonable restrictions on the time, place, and manner of the operation of cannabis businesses, provided that such restriction do not prohibit the establishment or operation of cannabis businesses, (3) limiting the number of certain cannabis businesses based on the population of the community, and (4) prohibiting the operation of cannabis business within 1,000 feet of a school, 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field;

**WHEREAS**, the Act requires the OCM, which was established effective July 1, 2023, to work with local governments to assist in developing model ordinances for reasonable restrictions on the time, place, and manner of the operation of cannabis businesses. The Act also requires the OCM to establish additional rules and regulation relating to the operation of cannabis businesses;

**WHEREAS**, the City will benefit from reviewing and analyzing the OCM’s model ordinances, rules, and regulations before making any decisions related to the regulation of cannabis businesses within the City;

**WHEREAS**, the Act, by enacting Minn. Stat. § 342.13(e), allows a local unit of government that is conducting studies or has authorized a study to be conducted or has held or scheduled a hearing for the purposes of considering adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of cannabis businesses to adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. The interim ordinance may regulate, restrict, or prohibit the operation of cannabis businesses within the jurisdiction of a local unit of government until January 1, 2025;

**WHEREAS**, given the uncertainty regarding the model ordinances to be developed by the OCM and the broad scope of the changes to Minnesota law brought about by the Act, the City desires to adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens;

**WHEREAS**, the City desires to conduct a study for the purpose of considering the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of cannabis businesses as well as the other regulations local units of government may adopt under the Act; and

**WHEREAS**, the City, after providing at least ten (10) days published notice, held a public hearing regarding the consideration and adoption of an interim ordinance prohibiting the operation of cannabis businesses within the City until January 1, 2025.

**NOW, THEREFORE**, the Howard Lake City Council adopts the following findings:

1. The recitals above are incorporated into the findings.
2. The City desires to foster growth and development of businesses within the City and acknowledges the changes brought by the Act to potential cannabis businesses.
3. The City has determined to undertake a study to consider: (1) the impact of cannabis businesses on the growth and development of the City; and (2) any reasonable restrictions on the time, place, and manner to protect the planning process and the health, safety, and welfare of the City's citizens.
4. The City Council needs an opportunity to conduct a study focusing on the appropriateness of cannabis businesses, codify appropriate ordinance revisions, consider model ordinances to be developed by the OCM, and schedule any public hearings, if necessary.
5. The City desires to impose a moratorium on the operation of cannabis businesses within the City until January 1, 2025 in order to adopt regulations and ordinances consistent with state law and guidance, facilitate further consideration of compatibility with future planning and development within the City, and determine if it is reasonable to adopt restrictions on the time, place, and manner on the operation of cannabis businesses.
6. An interim ordinance, pursuant to Minn. Stat. § 342.13(e), is necessary to allow the City time to update its ordinances and regulations, ensure compliance with state law, and protecting the planning process and the health, safety, and welfare of the City's citizens.
7. An interim ordinance temporarily prohibiting the operation of cannabis businesses within the City until January 1, 2025 is necessary to protect the planning process and the health, safety, and welfare of the City's citizens.
8. The City intends to lift or scale back the moratorium as quickly as new ordinances and regulations are adopted.

**NOW, THEREFORE**, pursuant to Minn. Stat. § 342.13(e), the Howard Lake City Council hereby ordains:

**Section 1. Interim Ordinance.**

**1. Definitions.** For the purpose of this Ordinance, the following terms mean:

|                             |                                                                                             |
|-----------------------------|---------------------------------------------------------------------------------------------|
| Act:                        | The 2023 Minnesota Session Laws, Chapter 63 (H.F. No. 100).                                 |
| Cannabis Business(es):      | A business as defined in Minn. Stat. § 342.01, subd. 14.                                    |
| City:                       | The City of Howard Lake.                                                                    |
| Edible Cannabinoid Product: | A product as defined in Minn. Stat. § 151.72, subd. 1(c)                                    |
| OCM:                        | The Office of Cannabis Management, establish as set forth in Minn. Stat. § 342.02, subd. 1. |
| Ordinance:                  | This interim ordinance, which is adopted pursuant to Minn. Stat. § 342.13(e).               |

**2. Study Authorized.** The City Council hereby authorizes and directs the City Administrator to have City staff and consultants conduct a study regarding the adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of Cannabis Businesses, as well as the other potential local regulations allowed under the Act, and report to the City Council on the potential regulation of Cannabis Businesses. The study shall include, but is not limited to, the model ordinances and regulations the OCM is directed to draft under Minn. Stat. § 342 and any other matters staff may determine are relevant to the City Council's consideration of regulating Cannabis Businesses. City staff can then make recommendations to the City Council as to if and what types of regulations should be adopted.

**3. Moratorium.** A moratorium is hereby imposed regarding the operating of Cannabis Businesses within the City. During the term of this Ordinance, no business, person, or entity may establish or operate a Cannabis Business within the jurisdictional boundaries of the City. For the duration of this moratorium, the City shall not accept, process, or act on any application, site plan, building permit, zoning requires, or other approval, including any requested confirmation, certification, approval, or other request from the OCM or other governmental entity requesting the City review any application or proposal for a business proposing to engage in the operation of a Cannabis Business.

**4. Violation.** During the term of this moratorium, it is a violation of the Ordinance for any business, person, or entity to establish or operate a Cannabis Business within the City.

**5. Enforcement and Penalty.** The City may enforce this Ordinance by injunction or any other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance shall constitute a misdemeanor. Each day a violation occurs shall be considered a separate offense. A violation may result in the City reporting the violation to the OCM if relevant to the OCM licensing.

**6. Exceptions.** The moratorium imposed by this Ordinance does not apply to: (1) the continued operation of a business as part of the Medical Cannabis Program administered by the Minnesota Department of Health that was lawfully operating within the City prior to July 1, 2023; or (2) the lawful sale of Edible Cannabinoid Products in compliance with Minnesota Statutes, section 151.72. Nothing in this Ordinance exempts a business, person, or entity that is selling Edible Cannabinoid Products from having to comply with all requirements and prohibitions of applicable laws and ordinances.

**7. Duration.** This Ordinance shall become effective on the first day of publication after adoption and shall remain in effect until January 1, 2025. This Ordinance may be repealed earlier upon the effective date of an ordinance adopting or amending reasonable restrictions on the time, place and

manner of the operation of a Cannabis Business within the City or by resolution of the City Council terminating this Ordinance prior to the expiration date.

**8. Severability.** Every section, provision, and part of this Ordinance is declared severable from every other section, provision, and part thereof. If any section, provision, or part of this Ordinance is held to be invalid by a court of competent jurisdiction, such judgment shall not invalidate any other section, provision, or part of this Ordinance.

**9. Effective Date.** This ordinance shall take effect immediately upon its adoption.

## **Section 2. Summary Publication.**

At least four-fifths of the City Council's member direct the City Administrator to publish only the title and summary of this Ordinance as follows:

“AN INTERIM ORDINANCE IMPOSING A MORATORIUM ON THE A ON THE OPERATION OF CANNABIS BUSINESSES. It is the intent and effect of this Ordinance to prohibit the operation of cannabis businesses until January 1, 2025 so the City of Howard Lake can study the effects of such activities, the appropriateness of existing regulations and designations, and ensure that regulations and designations are consistent with existing law and adequately protect the public health, safety, and welfare.”

A printed copy of the ordinance is available for inspection by any person during regular office hours at City Hall.

**ADOPTED BY THE HOWARD LAKE CITY COUNCIL THIS 21<sup>st</sup> DAY OF AUGUST, 2023.**

---

Pete Zimmerman  
Mayor

Attest:

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Nick Haggemiller  
City Administrator

**CITY OF HOWARD LAKE  
RESOLUTION 23-24**

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF  
ORDINANCE NO. 23-04**

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 23-03 will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

**NOW THEREFORE, BE IT RESOLVED** that the following summary of Ordinance No. 23-03 is approved for publication:

**CITY OF HOWARD LAKE  
ORDINANCE NO. 23-04**

**Section 1.** The Howard Lake City Code is hereby amended to include the following ordinance summarized below:

PASSED AND ADOPTED this 21<sup>st</sup> day of August 2023.

---

Peter Zimmerman, Mayor

ATTEST:

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Nicholas Haggenmiller, City Clerk-Administrator



# HOWARD LAKE CITY COUNCIL MEETING

August 21, 2023

**AGENDA ITEM:** Consider Ordinance 23-04 Regulating the Use of Cannabis in Public Places

**SECTION:** New Business

**FROM:** Nick Haggemiller, City Administrator

---

**BACKGROUND:** In conjunction with the recreational legalization of cannabis comes usage rights. Most communities are regulating this in some manner. The City has the right to regulate the location, time of consumption.

Currently, Howard Lake City Ordinances cover Glue, Codeine, and Illicit Drugs, but does not address cannabis specifically. The ordinance calls out the following:

**Public Place:** Property within the City of Howard Lake that is owned, leased, or controlled by a governmental unit, including, but not limited to any public street, avenue, boulevard, right of way, road, alley, sidewalk, park, trail, parking lot, building, and vehicle, as well as private property that is regularly and frequently open to or made available for use by the public in sufficient numbers to give clear notice of the property's current dedication to public use. Provided, however, that the following shall not be considered Public Place:

- (1) a private residence including the person's curtilage or yard; or
- (2) the premises of an establishment or event licensed to permit on-site consumption, unless such consumption occurs on public property.

This ordinance would not prohibit use at private residences or privately owned commercial establishments provided consumption does not occur on public property. The downtown commercial district would be a notable example where most properties have little to no property surrounding their building and rely on public property for patios, smoking areas etc.

## Additional Considerations

During policy review and formation for this, council may want to revisit ordinances currently in place for need and efficacy.

- Howard Lake does not regulate alcohol or tobacco use on public property.
- Howard Lake DOES regulate glue.

---

## DECISION MAKING METRICS:

**FINANCIAL:** There is not a material expense to this ordinance, except for publication fees.

**LEGAL:** Wright County offers 'free' compliance checks if the City were to enter upon a JPA which would require any/all licensing fees and citation fees are given to the county. The City of Howard Lake has its own police department and they complete alcohol and tobacco compliance checks already. Therefore, this is not deemed necessary.

---

**COUNCIL ACTION REQUESTED:** Adopt Ordinance 23-04 Regulating the Use of Cannabis in Public Places

## ATTACHMENTS:

1. Ordinance 23-04 Regulating the Use of Cannabis in Public Places
2. Resolution 23-22 Summary Publication

**CITY OF HOWARD LAKE  
STATE OF MINNESOTA**

**Ordinance 23-04  
CHAPTER 13.14**

**AN ORDINANCE REGULATING THE USE OF  
CANNABIS AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES**

**Purpose and Intent.** The purpose of this Section is to regulate the public use of hemp and cannabis products within the City of Howard Lake, to protect the public health, safety and welfare of its residents.

**Definitions.** The definitions in Minn. Stat. § 342.01 apply to this Section. In this Section:

***Cannabis Flower.*** The harvested flower, bud, leaves, and stems of a cannabis plant. Cannabis flower includes adult-use cannabis flower and medical cannabis flower. Cannabis flower does not include cannabis seed, hemp plant parts, or hemp-derived consumer products.

***Cannabis Product.*** Any of the following: (1) cannabis concentrate; (2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants or cannabis flower; or (3) any other product that contains cannabis concentrate. Cannabis product includes adult-use cannabis products, including but not limited to edible cannabis products and medical cannabinoid products.

***Lower-Potency Hemp Edible.*** Any product that (1) is intended to be eaten or consumed as a beverage by humans; (2) contains hemp concentrate or an artificially derived cannabinoid, in combination with food ingredients; (3) is not a drug; (4) consists of servings that contain no more than five milligrams of delta-9 tetrahydrocannabinol, 25 milligrams of cannabidiol, 25 milligrams of cannabigerol, or any combination of those cannabinoids that does not exceed the identified amounts; (5) does not contain more than a combined total of 0.5 milligrams of all other cannabinoids per serving; (6) does not contain an artificially derived cannabinoid other than delta-9 tetrahydrocannabinol; (7) does not contain a cannabinoid derived from cannabis plants or cannabis flower; and (8) is a type of product approved for sale by the Office of Cannabis Management or is substantially similar to a product approved by that Office, including but not limited to products that resemble nonalcoholic beverages, candy, and baked goods.

***Hemp-Derived Consumer Product.*** A product intended for human or animal consumption, does not contain cannabis flower or cannabis concentrate, and (1) contains or consists of hemp plant parts; or (2) contains hemp concentrate or artificially derived cannabinoids in combination with other ingredients.

***Public Place.*** Property within the City of Howard Lake that is owned, leased, or controlled by a governmental unit, including, but not limited to any public street, avenue, boulevard, right of way, road, alley, sidewalk, park, trail, parking lot, building, and vehicle, as well as private property that is regularly and frequently open to or made available for use by the

public in sufficient numbers to give clear notice of the property's current dedication to public use. Provided, however, that the following shall not be considered Public Place:

- (1) a private residence including the person's curtilage or yard; or
- (2) the premises of an establishment or event licensed to permit on-site consumption, unless such consumption occurs on public property.

**Prohibited Activity.** No person shall use cannabis flower, cannabis products, lower-potency hemp edibles or hemp derived consumer products in a public place.

**Penalty.** Violation of this Section shall be a petty misdemeanor punishable by a fine established via the adopted fees and charges schedule of the city.

**Conflicts:** In the event of any conflict between the provisions of this Section and applicable provisions of State law, rules or regulations, the provisions of State law, rules or regulations shall prevail.

**Effective Date.** This Ordinance shall be effective immediately upon its passage and publication.

**ADOPTED** by the City Council this 21<sup>st</sup> day of August, 2023.

---

Peter Zimmerman, Mayor

ATTEST:

---

Nick Haggemiller, City Administrator

**CITY OF HOWARD LAKE  
RESOLUTION 23-22**

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF  
ORDINANCE NO. 23-04 ORDINANCE REGULATING THE USE OF  
CANNABIS AND CANNABIS DERIVED PRODUCTS IN PUBLIC PLACES**

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 23-04 will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

**NOW THEREFORE, BE IT RESOLVED** that the following summary of Ordinance No. 23-04 is approved for publication:

**CITY OF HOWARD LAKE  
ORDINANCE NO. 23-04**

**Section 1.** The Howard Lake City Code is hereby amended to include the following ordinance summarized below:

**Purpose and Intent.** The purpose of this Section is to regulate the public use of hemp and cannabis products within the City of Howard Lake, to protect the public health, safety and welfare of its residents.

PASSED AND ADOPTED this 21<sup>st</sup> day of August 2023.

\_\_\_\_\_  
Peter Zimmerman, Mayor

ATTEST:

\_\_\_\_\_  
Nicholas Haggenmiller, City Clerk-Administrator



# HOWARD LAKE CITY COUNCIL MEETING

August 21, 2023

**AGENDA ITEM:** Consider Various Approvals for the Tarning Trails Apartment Project

**SECTION:** New Business

**FROM:** Nick Haggemiller, City Administrator

---

**BACKGROUND:** Buffalo Lake Partners LLC has been proceeding with project development and approval for a 45 unit, market rate apartment project to be constructed in Tarning Trails Plat 5. Over the last several months, the project has come together and various approvals are sought from the city council.

## **Final Plat Approval**

The property currently owned by the City of Howard Lake is unplatted. The final plat proposes establishing one parcel "Block 1 Lot 1 Tarning Trails Plat 5" with an access easement and the full private development of the site which negates the need for public street or utility improvements. The property includes Outlot B which is intended for the creation of a storm water pond which ownership would be turned over to the city upon completion per development agreement.

## **PUD Amendment**

The property is zoned R-7 High Density for apartments and a skilled nursing home. The PUD amendment modifies setbacks to match the proposed site plan as well as sets the parking requirements at 2.25 stalls per unit. This is a reduction from current code but still at a level greater than most communities reviewed.

## **Site Plan**

The site plan has been reviewed and approved by the planning commission and city planner. 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.

## **Development Plan**

The development plan codifies the terms of the project including the roles and responsibilities of the developer. The agreement drafted by the city attorney recognizes the PUD, site plan, and construction plans. The developer is responsible for all site improvements and construction of public improvements and connections. It further requires record drawings be given to the city once completed. There is a surety in the form of a letter of credit in the amount equal to public improvements needed on the site. This is set at \$887,500 and represents estimates provided for grading (\$460,000), landscaping (\$50,000), trail construction (\$200,000) with an additional 25% for coverage. The agreement further requires the developer to pay all city development fees for the project as listed. In lieu of a park dedication fee, the developer has agreed to the construction of a public trail both on and off site.

## **TIF Agreement**

The City has established and agreed to terms for tax increment financing for this project. Under the TIF agreement, a reimbursement rate of 60% of the eligible increment will be refunded on a pay as you go basis for up to 13 years or a maximum amount of \$1,075,036. Under the agreement, construction must be completed by May 2025. The agreement also requires both on site and off site trails constructed. Finally, the agreement requires at least 20% of the occupant's income do not exceed 50% of the county median income. This does NOT impact the market rate classification.

---

## DECISION MAKING METRICS:

**FINANCIAL:** The City will be transacting on a property sale as part of this with anticipated proceeds of \$200,000. The City further anticipates about \$50,000 in development fees as well as additional fees associated with wac/sac and building permit.

## LEGAL:

- Taft Law (Bond Counsel) and David Drown and Associates (Financial Advisor) drafted the TIF Agreement.
  - City Attorney Mike Couri drafted the purchase agreement previously approved by council as well as the development agreement attached.
- 

**COUNCIL ACTION REQUESTED:** There are numerous approvals sought from the council. Council is advised to take each individually for consideration and record keeping:

- **Motion: Authorize the mayor and city administrator approve any final (non-substantive) modifications to the various agreements or materials and execute on behalf of the City.**
- Resolution 23-23 Approving Final Plat for Terning Trails Plat 5
- Ordinance 23-05 Amending PUD for Terning Trails Plat 5.
- Resolution 23-24 Summary Publication of Ordinance 23-05.
- Resolution 23-25 Approving Final Site Plan.
- Motion Approving Development Plan.
- Motion Approving TIF Agreement.

## ATTACHMENTS:

- Resolution 23-23 Approving Final Plat for Terning Trails Plat 5
- Ordinance 23-05 Amending PUD for Terning Trails Plat 5.
- Resolution 23-24 Summary Publication of Ordinance 23-05.
- Resolution 23-25 Approving Final Site Plan.
- Terning Trails Apartment Development Agreement
- Buffalo Lake Partners LLC TIF Agreement



# City of Howard Lake MINNESOTA

To: Howard Lake City Council  
Nicholas Haggenmiller, City Administrator

From: Nate Sparks, City Planner

Date: August 16, 2023

Re: Terning Trails Apartments – Planned Unit Development / Preliminary & Final Plat / Site Plan Review

## **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. 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 Partners LLC**

The City has received an application from Buffalo Lake LLC for a multi-family apartment complex. Buffalo Lake Partners 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 is 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 2.25 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 2.25 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 provided a lighting plan depicting conformance to the City's lighting ordinance.

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 and lighting plan meets or exceeds code.*

### **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. 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 indicated that they had no issues with the project, provided impervious surfaces were handled in the manner required.

### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission recommended approval of the project at their April meeting, provided the following conditions were met:

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. Apartment sizes shall meet code minimums.
8. Parkland dedication shall be provided in the form of trail construction.

### **Attachments:**

1. Existing Site Topo
2. Preliminary Plat
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
10. Final Plat

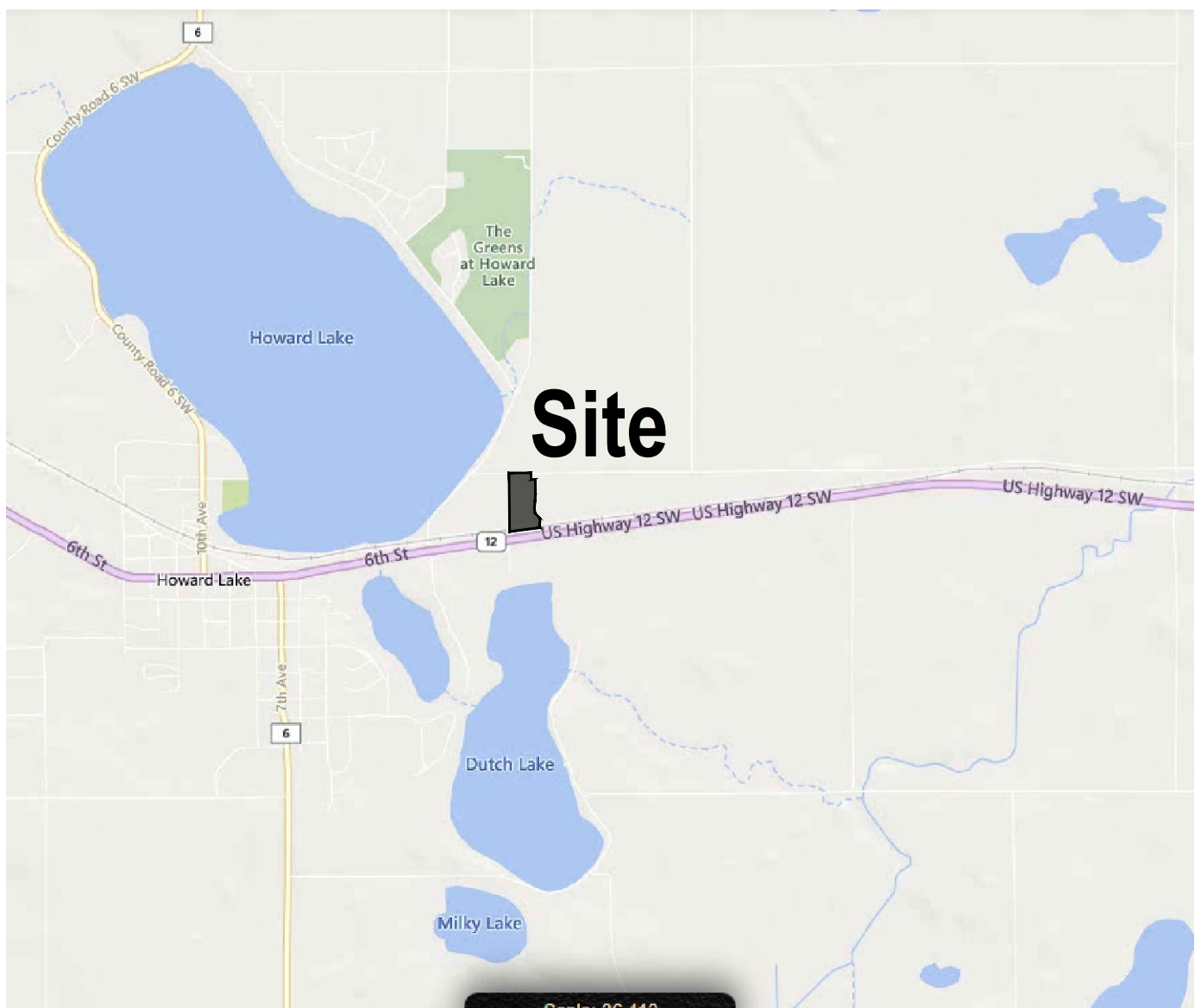
LEGAL DESCRIPTION

OUTLOT B, TERNING TRAILS PLAT 3 according to the recorded plat thereof, Wright County, Minnesota.

NOTES

- Minnesota statute requires notifications per "Gopher One Call" prior to commencing any grading, excavations or underground work.
- The contractor shall field verify locations and elevations of existing utilities and topographic features prior to commencement of construction activity. The contractor shall notify the engineer of any discrepancies or variations from the plans.
- The contractor shall take all precautions necessary to avoid property damage to adjacent properties during the construction phase of this project. The contractor will be held responsible for any damages to adjacent properties occurring during the construction phase of this project.
- The contractor will be responsible for providing and maintaining traffic control devices such as barricades, warning signs, directional signs, flagman and lights to control the movement of traffic where necessary. Placement of these devices shall be approved by the engineer prior to placement. Traffic control devises shall conform to the appropriate Minnesota Department of Transportation Standards.
- In accordance with generally accepted construction practices, the contractor will be solely and completely responsible for the conditions on the job site, including safety for all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the engineer or developer to conduct construction review of the contractors performance is not intended to include review of the adequacy of the contractors safety measures in, or near the construction site.
- Before beginning construction the contractor shall install erosion and sedimentation control measures in accordance with NPDS permit requirements, best management practices, state and local requirements and the details shown on the detail sheet(s) of the project plan set.
- All construction permits, applications and fees are the responsibility if the contractor.
- All entrance and connections to city streets shall be constructed per the requirements of the state and local jurisdictions, The contractor shall be responsible for all permits and notifications as required.
- All street repairs and patching shall be preformed per the requirements of the city. All traffic control shall be provided by the contractor and shall be established per the requirements the Minnesota manual of uniform traffic control devices and the city. This shall include all signage, barricades, flashers and flaggers as needed. All public streets shall be open to traffic at all times.
- Adjust all existing structures, both public and private to the proposed grades where disturbed and comply with all requirements of the utility owners. Structures being reset to paved areas must meet owners requirements for traffic loading.
- Existing conditions topographic survey provided by others.

VICINITY MAP



WARNING

The contractor shall be responsible for calling for locations of all existing utilities. They shall cooperate with all utility companies in maintaining their service and / or relocation of lines

The contractor shall contact "Gopher State One Call "at least 48 hours in advance for the locations for all underground wires, cables, conduits, pipes, manholes, valves or other buried structures before digging. The contractor shall repair or replace the above when damaged during construction at no cost to the owner.

EXISTING CONDITION NOTES

The existing conditions shown herein were provided and prepared by others. Land & Resource does not guarantee the adequacy, accuracy and completeness of work by others. The contractor shall field verify existing site conditions and notify the project engineer any discrepancies.

PROJECT BENCHMARKS

Benchmark # 1 - T.N.H at driveway entrance at northeast corner of subject property. Elevation = 1014.19  
Benchmark # 2 - T.N.H on the north side of 1st St. E. across from subject property. Elevation = 1011.30

# MULTI-FAMILY RESIDENTIAL DEVELOPMENT

## Howard Lake, Minnesota

### Preliminary Plat

### April 18, 2023

SHEET INDEX

| SHEET NUMBER | SHEET TITLE                              |
|--------------|------------------------------------------|
| C0.1         | CIVIL AND LANDSCAPE TITLE SHEET          |
| C1.0         | EXISTING CONDITIONS & DEMO               |
| C2.0         | PRELIMINARY PLAT                         |
| C2.1         | SITE PLAN                                |
| C3.0         | GRADING, DRAINAGE & EROSION CONTROL PLAN |
| C4.0         | UTILITY PLAN                             |
| L1.0         | TREE PRESERVATION PLAN                   |
| L1.1         | TREE LIST                                |
| L2.0         | LANDSCAPE PLAN                           |
| L3.0         | LIGHTING PLAN                            |
|              |                                          |

REVISIONS

| NUMBER | DATE     | REVISION            | SHEETS     |
|--------|----------|---------------------|------------|
| 1      | 11.15.22 | Preliminary Plat    | All Sheets |
| 2      | 03.08.23 | Preliminary Plat    | All Sheets |
| 3      | 04.10.23 | Preliminary Plat    | All Sheets |
| 4      | 04.18.23 | Common area grading | C3.0       |
|        |          |                     |            |
|        |          |                     |            |
|        |          |                     |            |
|        |          |                     |            |
|        |          |                     |            |
|        |          |                     |            |
|        |          |                     |            |

PROJECT CONTACTS

|                    |                                                                       |                                                                     |
|--------------------|-----------------------------------------------------------------------|---------------------------------------------------------------------|
| OWNERS             | BUFFALO LAKE PARTNERS, LLC<br>9705 45th Ave. N.<br>Plymouth, MN 55442 |                                                                     |
| GENERAL CONTRACTOR | To Be Determined                                                      |                                                                     |
| CIVIL ENGINEER     | LAND & RESOURCE CORP<br>14260 23rd Avenue N.<br>Plymouth, MN 55447    | RANDY HEDLUND<br>Phone # 763-330-0864<br>randyh@landandresource.com |
| ARCHITECT          | TCO DESIGN<br>P.O. Box 41790<br>Plymouth, MN 55441                    | TODD OFSTHUN<br>Phone # 763-424-3676<br>todd@tcdesign.net           |

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 I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

RANDALL C. HEDLUND  
MN. L.I.C. NO. 1957

Date: 4/18/2023

ISSUED FOR

| ISSUE / REVISION           | DATE       |
|----------------------------|------------|
| Preliminary Plat Submittal | 12-05-2022 |
| Preliminary Plat Submittal | 03-10-2023 |
| QA/QC Revisions            | 04-10-2023 |
| Grade common area          | 04-18-2023 |

SUBMITTAL INFO

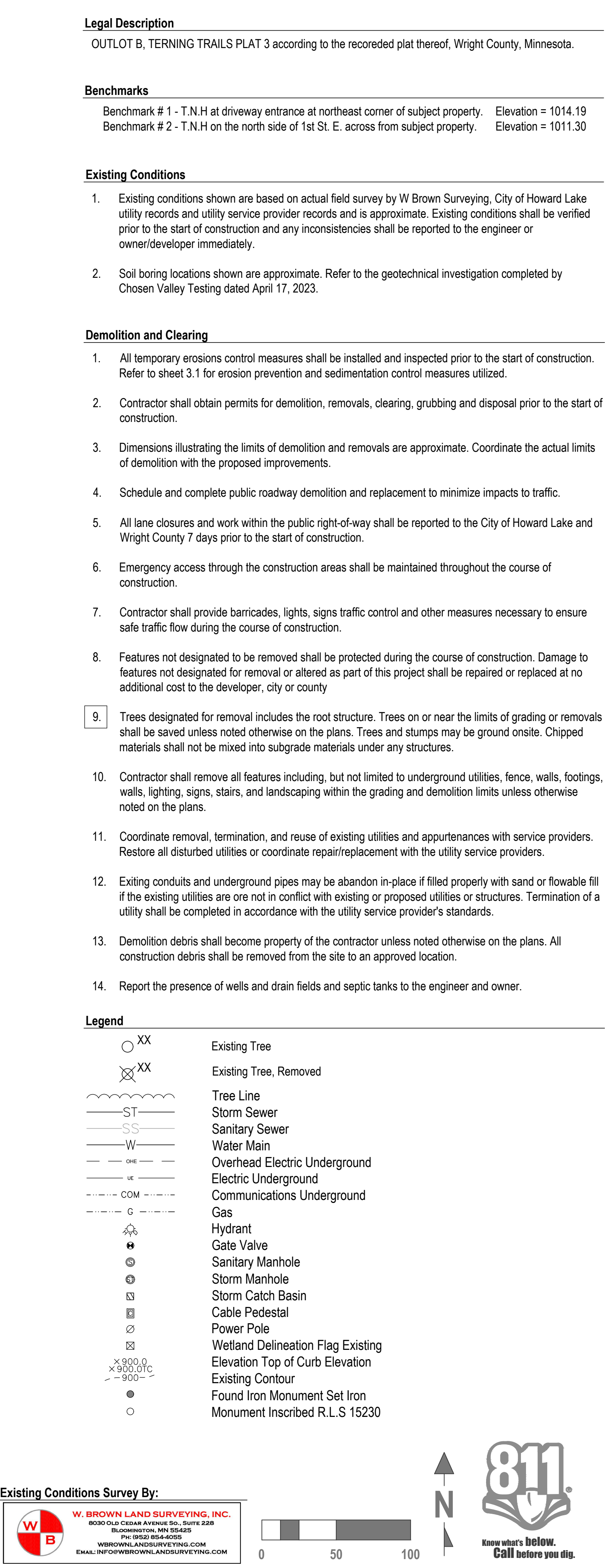
Review By: RH  
Project # : 22026  
Submittal Date: 04-18-2023  
Submittal Phase: Preliminary Plat Submittal

SHEET TITLE

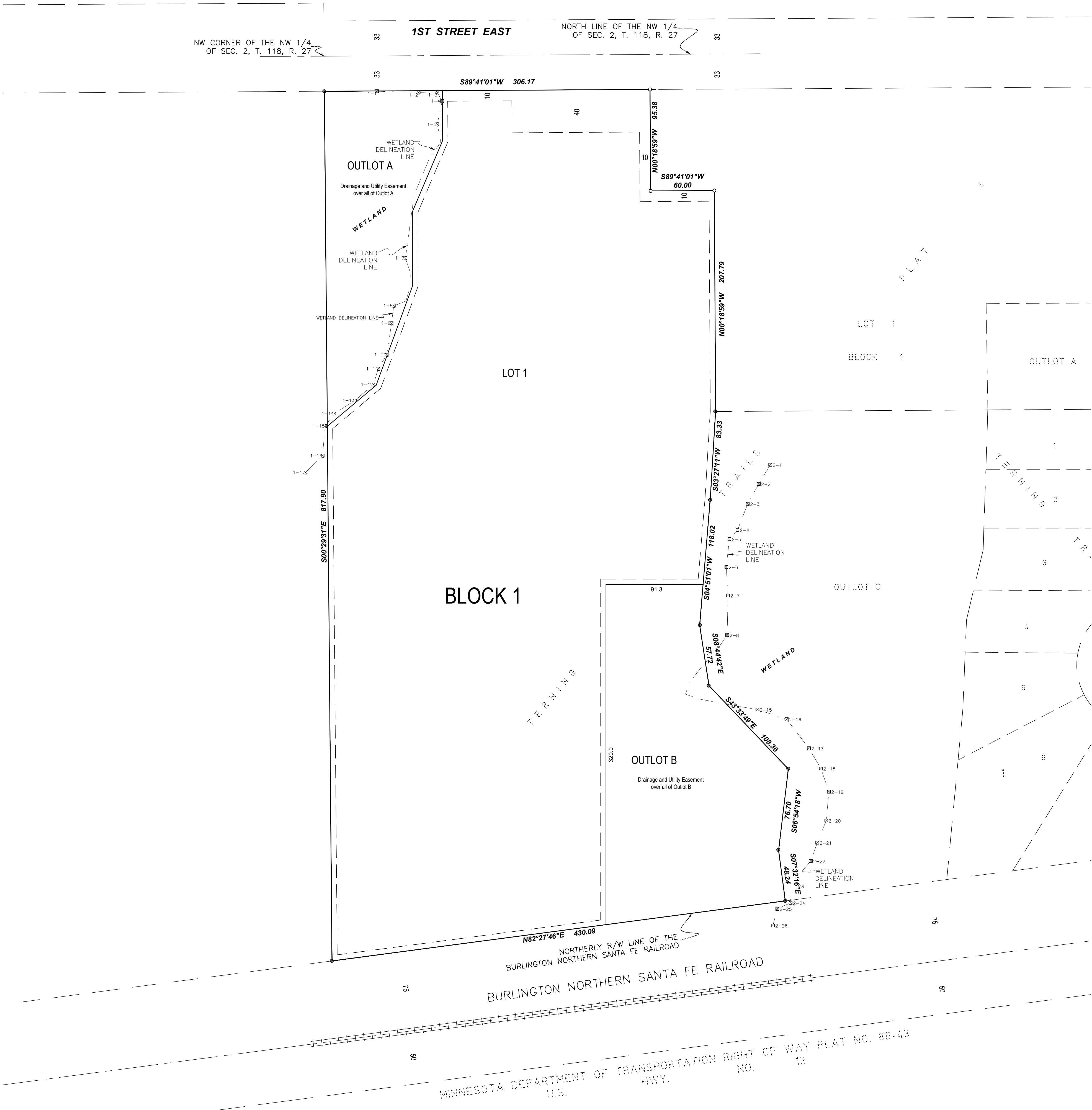
Civil and  
Landscape  
Title Sheet

SHEET NUMBER

C0.1



Drawing: P:\Projects\2026 - C2 Krause - 1st St Howard Lake, Wright City\Production\Sheet Drawings\2026-C2.0.dwg  
Date: Apr 19, 2023, 8:58am  
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X:\DWG\2026-2028-ECOD\2026-C2.dwg  
X:\DWG\2026-2028-SS\2026-C2.dwg



**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)

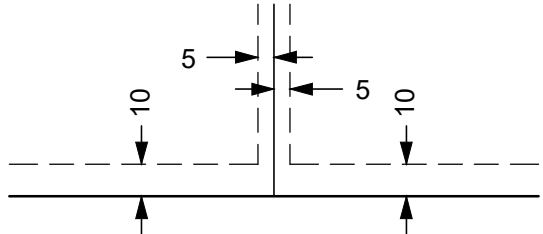
Building Setback Provided:  
Front Yard: 30'  
Rear Yard: 25'  
Side Yard (Interior): 10'  
Side Yard (ROW): 25'

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'

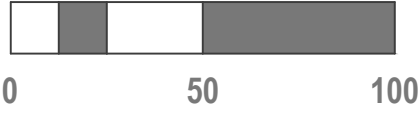
| Area Summary                               |                                  |
|--------------------------------------------|----------------------------------|
| Total Site Area: 292,338 Sq. Ft. = 6.71 Ac | Lot Areas                        |
| Wetland Area: 23,556 Sq. Ft. = 0.54 Ac     | Outlot A - 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              |                                  |

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



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 that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
  
RANDALL C. REDLUND  
MN. LIC. NO. 19573  
Date: 4/18/2023

ISSUED FOR

| ISSUE / REVISION           | DATE       |
|----------------------------|------------|
| Preliminary Plat Submittal | 12-05-2022 |
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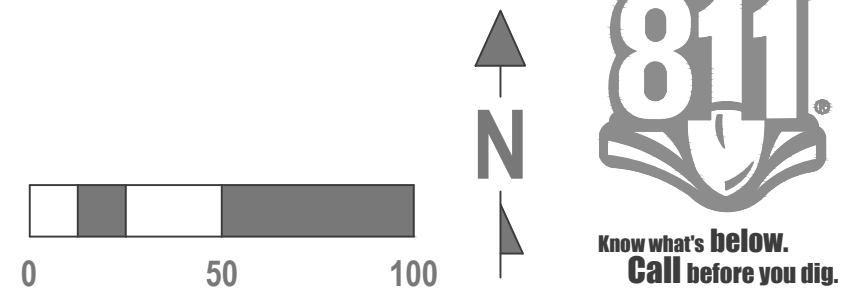
SHEET TITLE

Preliminary Plat

SHEET NUMBER

C2.0

Copyright Land & Resource Consulting



1. For surveying and construction staking, contact Land & Resource Consulting 763.340.0699.
2. Dimensions are to outside foundation wall, back of curb or edge of bituminous pavement unless noted otherwise on the drawings.
3. The building and structure location and orientation is shown on the plans in relation to the property boundary and right-of-way.
4. Building and structure dimensions are approximate. Architectural and structural plans shall be utilized to stake the new structures and buildings.
5. Erosion control and sedimentation control measures shall be installed and inspected prior to the start of construction.
6. 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.
7. 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.

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'

|             |            |        |      |
|-------------|------------|--------|------|
| 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%   |

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

| 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.   |                            |

| 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    |                           |

 Open Space  
 WB  Wetland Buffer



**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

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

RANDALL C. HEDLUND  
 MN. LIC. NO. 19576  
 Date: 4/18/2018

| ISSUE / REVISION           | DATE       |
|----------------------------|------------|
| Preliminary Plat Submittal | 12-05-2022 |
| Preliminary Plat Submittal | 03-10-2023 |
| QA/QC Revisions            | 04-10-2023 |
| Grade common area          | 04-18-2023 |

Review By: RH  
Project # : 22026  
**Submittal Date: 04-18-2023**  
**Submittal Phase: Preliminary**  
**Plat Submittal**

## Site Plan

## C2.1

Copyright Land & Resource Consulting

Copyright Land & Resource Consulting



— SS — Sanitary

— ST — Storm

— W — Water

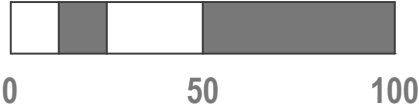
| ISSUE / REVISION           | DATE       |
|----------------------------|------------|
| Preliminary Plat Submittal | 12-05-2022 |
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| Grade common area          | 04-18-2023 |

Review By: RH  
Project #: 22026  
**Submittal Date: 04-18-2023**  
**Submittal Phase: Preliminary**  
**Plat Submittal**

## Utility Plan

## C4.0

Copyright Land & Resource Consulting



Copyright Land & Resource Consulting

| 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



Land & Resource Consulting

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 that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



RANDALL C. REDLUND  
MN. LIC. NO. 19577

Date: 4/18/2023

ISSUED FOR

| ISSUE / REVISION           | DATE       |
|----------------------------|------------|
| Preliminary Plat Submittal | 12-05-2022 |
| Preliminary Plat Submittal | 03-10-2023 |
| QA/QC Revisions            | 04-10-2023 |
| Grade common area          | 04-18-2023 |

SUBMITTAL INFO

Review By: RH  
Project # : 22026  
Submittal Date: 04-18-2023  
Submittal Phase: Preliminary  
Plat Submittal

SHEET TITLE

Tree List

SHEET NUMBER

L1.1

Copyright Land & Resource Consulting



DRAWINGS FOR

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 or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

RANDALL C. HE  
IN LIO. NO. 10

## ISSUED FOR

| ISSUE / REVISION           | DATE       |
|----------------------------|------------|
| Preliminary Plat Submittal | 12-05-2022 |
| Preliminary Plat Submittal | 03-10-2023 |
| QA/QC Revisions            | 04-10-2023 |
| Grade common area          | 04-18-2023 |

## SUBMITTAL INFO

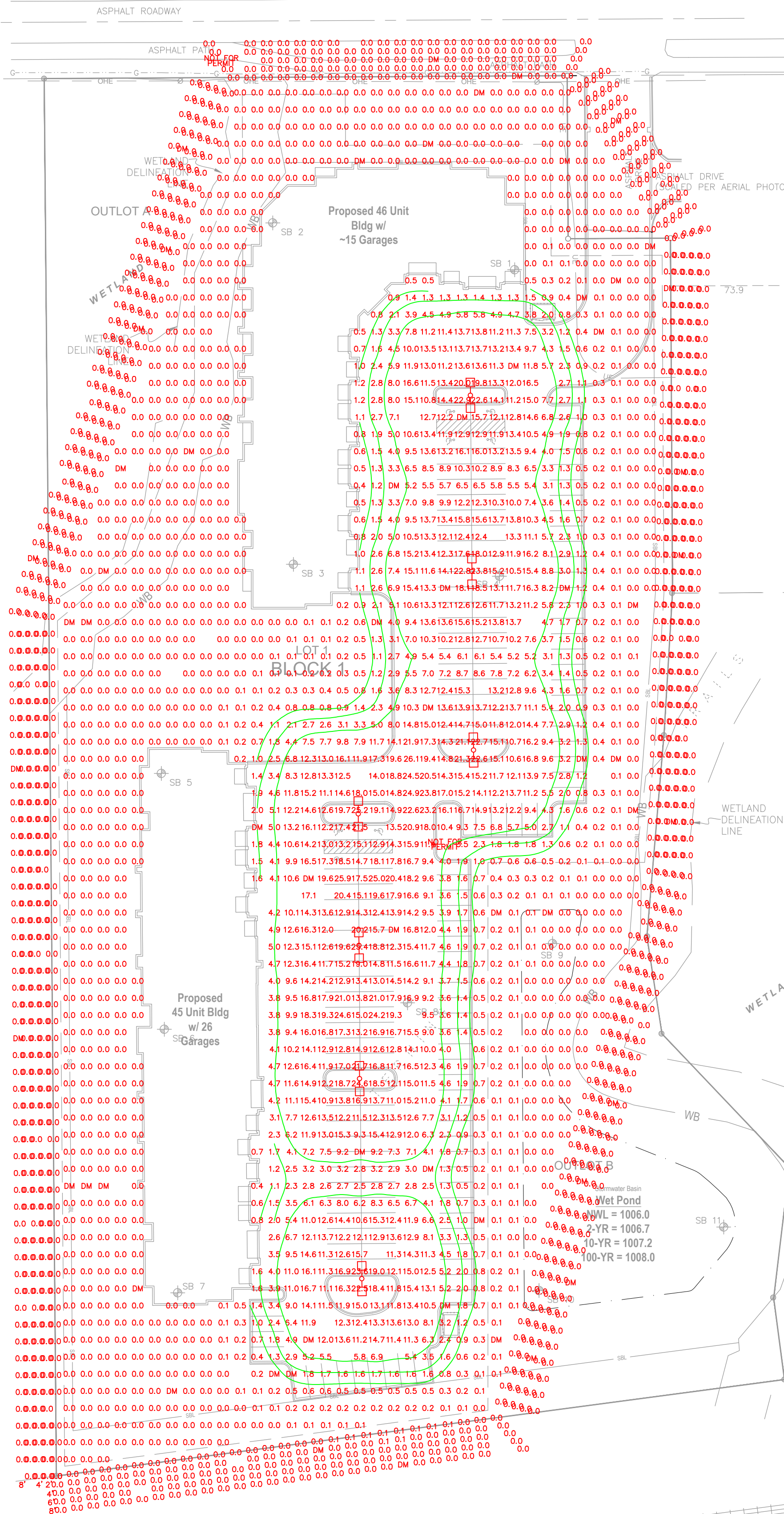
Review By: RH  
Project # : 22026  
**Submittal Date: 04-18-2023**  
**Submittal Phase: Preliminary**  
**Plat Submittal**

**SHEET TITLE**

## Lighting Plan

**SHEET NUMBER**

### L3.0

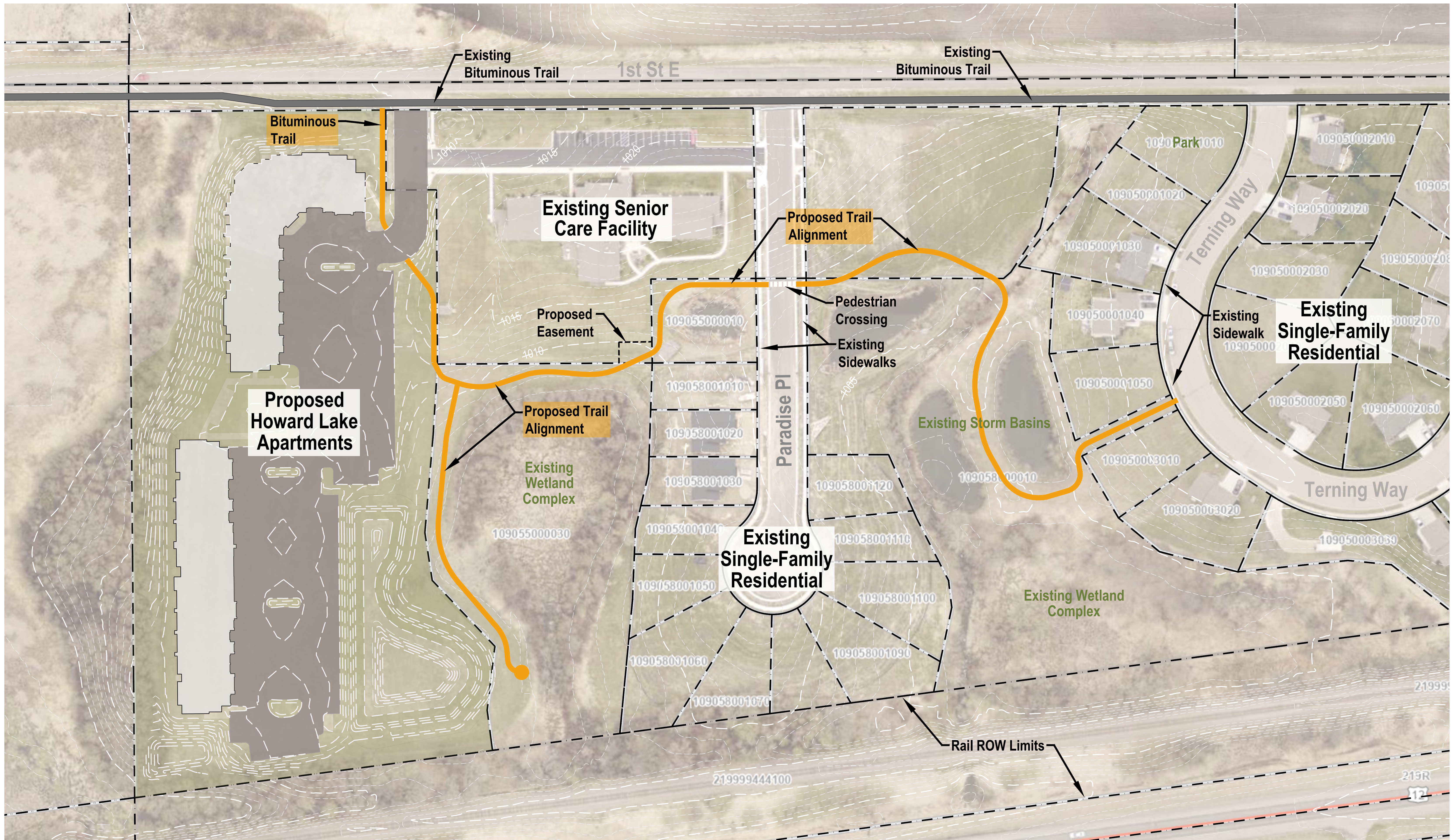


GENERAL  
PHOTOMETRIC  
SCHEDULE

|                             |              |
|-----------------------------|--------------|
| AVERAGE FOOT-CANDLES        | 4.15         |
| MAXIMUM FOOT-CANDLES        | 26.1         |
| MINIMUM FOOT-CANDLES        | 0.0          |
| MINIMUM TO MAXIMUM FC RATIO | 0.00         |
| MAXIMUM TO MINIMUM FC RATIO | 866-516-9497 |
| AVERAGE TO MINIMUM FC RATIO | 4.15 / 0.00  |

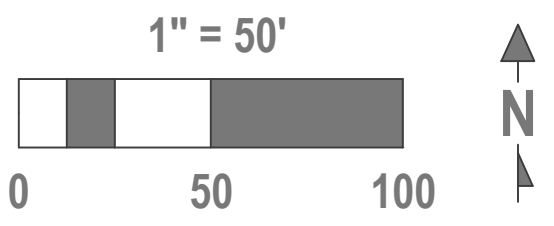
*LUMINAIRE SCHEDULE*

| CALLOUT | SYMBOL                                                                              | VOLTS      | WWW.DESIGNMASTER.BIZ                       | DESCRIPTION                                                                             | BALLAST    | MOUNTING                  | MODEL                              | QUANTITY |
|---------|-------------------------------------------------------------------------------------|------------|--------------------------------------------|-----------------------------------------------------------------------------------------|------------|---------------------------|------------------------------------|----------|
| Duel    |  | 120V 1P 2W | (2) 400 W PS MH ED 28,<br>MS400/H75/ED28PS | OUTDOOR ROADWAY ARCHITECTURALREFL:<br>SPECTULAR SEGMENT ALUM ENCL: CLEAR,<br>FLAT GLASS | ELECTRONIC | NOT FOR<br>PRODUCTION USE | SPAULDING LIGHTING,<br>CR1-P40-H5P | 7        |



# Trail Exhibit

Howard Lake, Wright County, MN

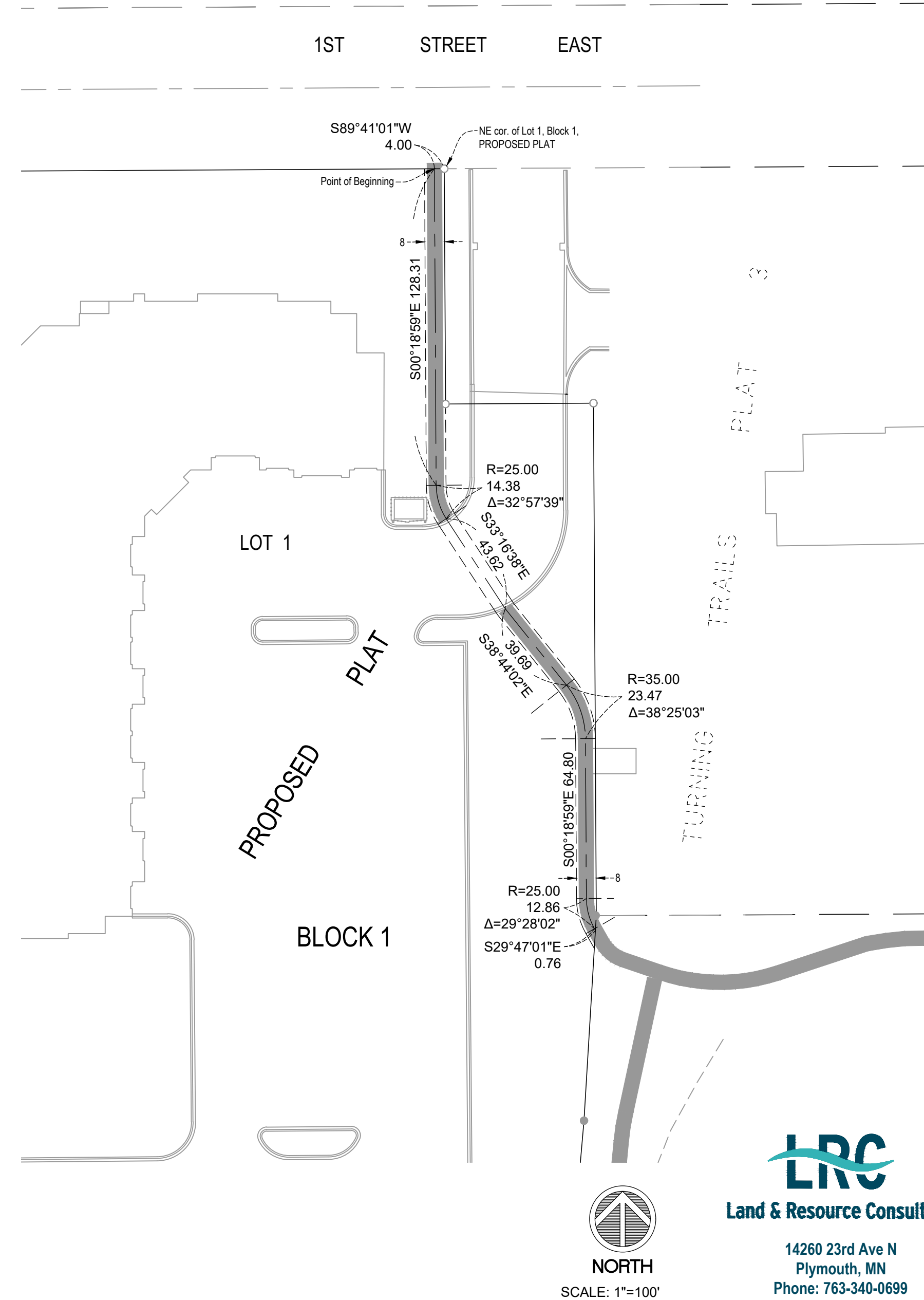


# Bituminous Trail Easement Exhibit

Prepared For: Buffalo Lake Partners, LLC

Easement Description:

An 8 foot easement for trail purposes, over Lot 1, Block 1, PROPOSED PLAT, the centerline of said easement being described as follows: Commencing at the northeast corner of said Lot 1; thence South 89 degrees 41 minutes 01 seconds West, along the north line of said Lot 1 4.00 feet to the point of beginning of the centerline to be described; thence South 00 degrees 18 minutes 59 seconds East, 128.31 feet; thence southerly 14.38 feet, along a tangential curve to the left with a radius of 25.00 feet and a central angle of 32 degrees 57 minutes 39 seconds; thence South 33 degrees 16 minutes 38 seconds East, tangent to last described curve, 43.62 feet; thence South 38 degrees 44 minutes 02 seconds East, 39.69 feet; thence southerly 23.47 feet along a tangential curve to the right with a radius of 35.00 feet and a central angle of 38 degrees 25 minutes 03 seconds; thence South 00 degrees 18 minutes 59 seconds East, tangent to last described curve, 64.80 feet; thence southerly 12.86 feet, along a tangential curve to the left with a radius of 25.00 feet and a central angle of 29 degrees 28 minutes 02 seconds; thence South 29 degrees 47 minutes 01 seconds East, tangent to last described curve, 0.76 feet to the east line of said Lot 1 and said centerline there ending.



## Trail Easement

An 8 foot easement for trail purposes, over Lot 1, Block 1, PROPOSED PLAT, the centerline of said easement being described as follows: Commencing at the northeast corner of said Lot 1; thence South 89 degrees 41 minutes 01 seconds West, along the north line of said Lot 1 4.00 feet to the point of beginning of the centerline to be described; thence South 00 degrees 18 minutes 59 seconds East, 128.31 feet; thence southerly 14.38 feet, along a tangential curve to the left with a radius of 25.00 feet and a central angle of 32 degrees 57 minutes 39 seconds; thence South 33 degrees 16 minutes 38 seconds East, tangent to last described curve, 43.62 feet; thence South 38 degrees 44 minutes 02 seconds East, 39.69 feet; thence southerly 23.47 feet along a tangential curve to the right with a radius of 35.00 feet and a central angle of 38 degrees 25 minutes 03 seconds; thence South 00 degrees 18 minutes 59 seconds East, tangent to last described curve, 64.80 feet; thence southerly 12.86 feet, along a tangential curve to the left with a radius of 25.00 feet and a central angle of 29 degrees 28 minutes 02 seconds; thence South 29 degrees 47 minutes 01 seconds East, tangent to last described curve, 0.76 feet to the east line of said Lot 1 and said centerline there ending.

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

**RESOLUTION APPROVING A PRELIMINARY & FINAL PLAT  
FOR TERNING TRAILS PLAT 5**

**WHEREAS**, the city of Howard Lake (the “City”) is a municipal corporation, organized and existing under the laws of Minnesota; and

**WHEREAS**, Buffalo Lake Partners LLC (the “Applicant”), has made an application for a Preliminary & Final Plat on land within the City (the “Property”) which is legally described as Outlot B, Terning Trails Plat 3; and

**WHEREAS**, the Applicant proposes to develop the property with two apartment buildings totalling 91 units; and

**WHEREAS**, on April 12, 2023, the Planning Commission held a duly noticed public hearing and recommended approval of the request; and

**WHEREAS**, the preliminary plat is hereby acknowledged as the preliminary plat; and

**WHEREAS**, the City Council reviewed the preliminary and final plat following on August 21, 2023; and

**WHEREAS**, the City Council has found that, subject to the terms and conditions contained herein, the preliminary and final plat are substantially consistent with the requirements of the City’s subdivision regulations.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of Howard Lake Minnesota that the Preliminary and Final Plat is hereby approved for Terning Trails Plat 5, subject to the following terms and conditions:

1. The Applicant shall enter into a development agreement as drafted by the City which shall include the requirements described below as well as other relevant requirements of City ordinance or policy.
2. All conditions by the City Engineer shall be satisfied.
3. All conditions from the Site Plan and Planned Unit Development approvals shall be met.
4. Park dedication shall be submitted in the form of trail construction as identified on the approved plans.
5. All development related fees shall be paid.
6. Ordinance No. \_\_\_\_ approving the Planned Unit Development and Resolution No. \_\_\_\_ approving the Site Plan shall be placed into effect.

7. All fees incurred by the City regarding the processing and review of this application shall be paid by the Applicant, including the drafting and review of relevant agreements and documents and the review of construction plans.
8. The plat shall be recorded within 60 days of this approval.

PASSED AND ADOPTED this 21<sup>st</sup> day of August 2023.

---

Peter Zimmerman, Mayor

ATTEST:

---

Nicholas Haggemiller, City Administrator-Clerk

Attached:  
Preliminary Plat  
Final Plat

**ORDINANCE NO. : 23-05**

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

**AN ORDINANCE ESTABLISHING A PUD, PLANNED UNIT DEVELOPMENT  
DISTRICT FOR TERNING TRAILS PLAT 5**

THE CITY COUNCIL OF THE CITY OF HOWARD LAKE ORDAINS:

**Section 1. Legal Description.** The legal description of the property included in the PUD District shall be as follows:

Outlots A & B and Lot 1, Block 1 of Terning Trails Plat 5

**Section 2. PUD District.** The property is currently zoned PUD, Planned Unit Development with uses allowed and general standards and regulations found the R-7 District .

**Section 3. District Amendment.** The PUD District is hereby amended to allow for the use of two apartment buildings on Lot 1, Block 1 as depicted on the Terning Trails Plat 5 Preliminary Plat/Preliminary Plan PUD/Site Plan. This use shall conform to the standards found in the R-7, High Density Residential District.

**Section 4. Planned Unit Development Standards.** All housing constructed on the parcel identified in Section 3 shall comply with the following restrictions:

A. Setback Requirements. Building setbacks for the lot on Said Plat shall be as shown on the site plan approved in Resolution No.23-25.

B. Maximum impervious surface coverage shall be 46.6% for non-shoreland areas and 25% for the areas subject to shoreland zoning restrictions.

C. Construction Standards. The construction of structures within the PUD District shall conform to the following minimum standards:

- i. Buildings A and B shall be constructed in the location and configuration shown on the approved Site Plan.
- ii. Unless otherwise specified in this approval, all standards shall adhere to the requirements of the R-7 Zoning District.

D. Parking Requirements. Parking shall be supplied at the rate of 2.25 stalls per unit.

**Section 5.** This Ordinance shall be effective upon recording of the Final Plat for Terning Trails Plat 5.

**ADOPTED by the Howard Lake City Council this 21<sup>st</sup> day of August, 2023.**

**CITY OF HOWARD LAKE**

BY: \_\_\_\_\_  
Pete Zimmerman, Mayor

ATTEST

BY: \_\_\_\_\_  
Nicholas Haggemiller, City Administrator Clerk

**CITY OF HOWARD LAKE  
RESOLUTION 23-24**

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF  
ORDINANCE NO. 23-05**

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance No. 23-05 will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS**, a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

**NOW THEREFORE, BE IT RESOLVED** that the following summary of Ordinance No. 23-05 is approved for publication:

**CITY OF HOWARD LAKE  
ORDINANCE NO. 23-05**

**Section 1.** The Howard Lake City Code is hereby amended to include the following ordinance summarized below:

An ordinance establishing a pud, planned unit development district for Terning Trails plat 5, Outlots A & B and Lot 1, Block 1 of Terning Trails Plat 5.

PASSED AND ADOPTED this 21<sup>st</sup> day of August 2023.

---

Peter Zimmerman, Mayor

ATTEST:

---

Nicholas Haggenmiller, City Clerk-Administrator

**CITY OF HOWARD LAKE  
RESOLUTION 23-25**

**RESOLUTION APPROVING A SITE PLAN FOR TWO APARTMENT BUILDINGS ON  
PROPERTY IN TERNING TRAILS PLAT 5**

WHEREAS, there has been submitted to the City Council of the City of Howard Lake (the “City”) an application for a Site Plan Review to allow for the construction of two apartment buildings on a lot in Terning Trails Plat 5 from Buffalo Lake Partners LL (the “Applicant”); and

WHEREAS, the subject property (the “Property”) is legally described as:

Lot 1, Block 1 of Terning Trails Plat 5

WHEREAS, the Applicant is proposing to construct two apartment buildings on the Property; and

WHEREAS, the Property is zoned R-7, High Density Residential with a Planned Unit Development Overlay; and

WHEREAS, the Planning Commission reviewed the application on April 12, 2023 and recommended approval with conditions; and

WHEREAS, the City Council reviewed the application on August 21, 2023; and

WHEREAS, the City Council by this Resolution desires to set forth its findings and ruling with respect to the application; and

WHEREAS, the City Council finds that the proposed site plan generally meets the requirements of the Howard Lake City Code and the Planned Unit Development District established for this parcel; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Howard Lake approves the site plan with the following conditions:

1. Setbacks and construction on the site shall adhere to the plan dated April 18, 2023.
2. The applicant shall provide a breakdown on the front facing building materials depicting conformance to City Code requirements..
3. The impervious surface percentage in the Shoreland District shall be provided.
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. Apartment sizes shall meet code minimums.
8. Ordinance No. 23-05 approving the preliminary plat shall be placed into effect.
9. The final plat shall be recorded.
10. The Applicant shall enter into a Development Agreement, as drafted by the City.

PASSED AND ADOPTED this 21<sup>st</sup> day of August, 2023.

---

Peter Zimmerman, Mayor

ATTEST:

---

Nicholas Haggemiller, City Administrator-Clerk

Attached:  
Site Plan

**CITY OF HOWARD LAKE  
PLANNED UNIT DEVELOPMENT AGREEMENT  
TERNING TRAILS PLAT 5**

THIS AGREEMENT, entered into this 21st day of August, 2023 by and between Buffalo Lake Partners, LLC, a Minnesota Limited Liability Company referred to herein as “Developer”; and the CITY OF HOWARD LAKE, County of Wright, State of Minnesota, hereinafter referred to as “City”;

**WITNESSETH:**

**WHEREAS**, Developer is the fee owner and developer of the real property described in Exhibit A, attached hereto and incorporated herein by reference and referred to hereafter as “Said Plat”; and

**WHEREAS**, Said Plat shall bear the name \_\_\_\_\_, a copy of which is attached hereto as Exhibit B; and

**WHEREAS**, the City requires that certain public improvements including, but not limited to, grading, drainage ponds, and trails (hereafter “Municipal Improvements”) be installed to serve the Development, to be installed and financed by Developer; and

**WHEREAS**, the City further requires that certain on- and off-site improvements be installed by the Developer within Said Plat, which improvements consist of boulevards, top soil and sod, grading control per lot, bituminous or concrete driveways, drainage swales, berming, street cleanup during project development, erosion control, landscaping, and other site-related items; and

**WHEREAS**, this Agreement is entered into for the purpose of setting forth and memorializing for the parties and subsequent owners, the understandings and covenants of the parties concerning the development of Said Plat and the conditions imposed thereon; and

**WHEREAS**, the City and Developer's predecessor in title have previously entered into a Developer's Agreement titled "Subdivision Development Contract" dated December 30, 2004 and recorded as document number 943420 at the Wright County Recorder's Office ("Subdivision Agreement") under which the City granted final plat approval for the plat of Terning Trails; and

**WHEREAS**, said Subdivision Agreement was amended by that certain agreement between the City and Developer's predecessor entitled "Subdivision Development Contract" dated August 28, 2007 and recorded as document number 1065100 at the Wright County Recorder's Office ("Amended Subdivision Agreement") under which the City granted final plat approval for the plat of Terning Trails Plat 2; and

**WHEREAS**, the City and Developer desire that this Agreement supersede and replace the Subdivision Agreement and the Amended Subdivision Agreement; and

**NOW, THEREFORE, IT IS HEREBY AND HEREIN MUTUALLY AGREED**, in consideration of each party's promises and considerations herein set forth, as follows:

1. **Planned Unit Development.** Said Plat has been zoned as a Planned Unit Development District. Except as specifically set out herein, Said Plat shall be governed by the requirements of the City's R-7 zoning district as it may be amended from time to time.
  - A. **Setback Requirements.** Building setbacks for the lot on Said Plat shall be as shown on the Site Plan attached as Exhibit C.
  - B. **Maximum impervious surface coverage** shall be 46.6% for non-shoreland areas and 25% for the areas subject to shoreland zoning restrictions.
  - C. **Construction Standards.** The construction of structures within the PUD District shall conform to the following minimum standards:
    - i. Buildings A and B shall be constructed in the location and configuration shown on the Site Plan attached as Exhibit C.
    - ii. Building A shall be constructed consistent with the architectural elevations shown on the attached Exhibit D, with a minimum of 25% of the combined area of all building facades facing a public right of way having an exterior finish of brick, stucco and/or natural or artificial stone.

- iii. Building A shall have a minimum of 15 underground parking stalls.
- iv. Building B shall be constructed similar in appearance and materials to Building A as shown in the architectural elevations shown on the attached Exhibit D, with a minimum of 25% of the combined area of all building facades facing a public right of way having an exterior finish of brick, stucco and/or natural or artificial stone.
- v. Building B shall have 26 underground parking stalls.
- vi. No buildings shall be taller than 3 stories or 40 feet, whichever is less.

2. **Construction of Municipal Improvements.**

- A. The Developer shall construct those Municipal Improvements located on and off Said Plat as detailed in the Plans and Specifications for \_\_\_\_\_, as prepared by \_\_\_\_\_ dated \_\_\_\_\_ and on file with the City Clerk, said improvements to include installation of storm water ponding and site grading as shown on the Grading Plan attached as Exhibit E and trails as shown on the Trail Plan attached as Exhibit F. All such improvements shall be constructed according to the standards adopted by the City, along with all items required by the City Engineer. Unless the City Engineer specifies a later date, said improvements shall be installed by October 31, 2024.
- B. The Developer shall provide the City with record drawings for all Municipal Improvements consistent with City requirements and subject to review and approval of the City Engineer. Record drawings shall be certified by a registered land surveyor or engineer that all ponds, swales, emergency overflows, and Municipal Improvements have been constructed on public easements. The Developer shall provide such record drawings in both paper and electronic format as required by the City Engineer.
- C. The Developer warrants to the City for a period of two years from the date the City accepts the finished Municipal Improvements that all such improvements have been constructed to City standards and shall suffer no significant impairments, either to the structure or to the surface or other usable areas due to improper construction, said warranty to apply both to poor materials and faulty workmanship, provided that said warranty shall not apply to any part of the sanitary sewer and municipal water systems that Developer did not perform work on. Acceptance

shall be by City Council motion or resolution.

- D. Developer shall provide the City with lien waivers from all contractors and subcontractors engaged to construct said improvements on Said Plat. Should Developer fail to provide the City with all applicable lien waivers, the City reserves the right to draw upon Developer's surety after providing Developer with 30 days written notice and pay any contractors who performed work on any Municipal Improvements and whom Developer has failed to fully pay for the performance of said work.
- E. The City shall, at its option, have the City Engineer present on Said Plat for inspection purposes at all times (or such times as the City may deem necessary) during the construction and installation of said Municipal Improvements. Developer agrees to pay for all costs incurred by the City during said inspections.

**3. Construction of On- and Off-Site Improvements.**

- A. Developer shall construct all on- and off-site improvements including installation of yard top soil, sod and seed in all yards, landscaping, grading control per lot, storm sewer piping as shown on the Utility Plan attached as Exhibit G, bituminous or concrete driveways and parking lots as shown on the Site Plan attached as Exhibit C, parking lot lighting, drainage swales, berming, and like items as necessary, street cleanup during project development, erosion control, and dredging of the storm water ponds upon completion of on-site construction, and installation of landscaping as shown on the Landscaping Plan attached as Exhibit H, all as required by City ordinance, and this Agreement. Those portions of the yards not required to be sodded may be seeded with grass seed or sodded. In all cases permanent turf or grass must be established over all areas of the lot not covered by a hard or impervious surface. The Developer shall guarantee that all new plantings shall survive for one year from the time the planting has been completed or will be replaced at the expense of the Developer. Said on- and off-site improvements shall be installed no later than October 31, 2024, with the exception of erosion control, drainage swales and berming, which shall be installed upon initial grading of Said Plat, and except that the Developer need construct a total of only 104 parking stalls (including underground parking) until proposed Building B is constructed, at which time all parking shown on the Site Plan attached as Exhibit C must be constructed.

B. Developer shall, at its own expense, be responsible to ensure the following items are installed within the development, all such items to be installed underground, within the street right of way or such other location as may be approved by the City Engineer, accessible to all lots and in compliance with all applicable state and local regulations:

- i. Electrical power supply;
- ii. Natural gas supply;
- iii. Telephone service, cable television or fiber optic to the home;

In addition, the Developer shall, at its own expense, cause streetlights and street signs to be of such type and to be installed at such locations as required by the City Engineer and in conformance with the Manual on Uniform Traffic Control Devices. The Developer shall be responsible for streetlight operational expense.

C. Before any grading is started on Said Plat, all erosion control measures as shown on the approved Grading Plan attached as Exhibit E and the Storm Water Pollution Prevention Plan ("SWPPP") on file with the City shall be strictly complied with. Developer shall maintain erosion control measures in accordance with MPCA's Best Management Practices at all times during the development of Said Plat

D. Notwithstanding the requirements of subparagraph 3A above and except as otherwise provided in this Agreement, the Developer shall be responsible to ensure that the on- and off-site improvements are installed to the City's satisfaction prior to the date that a certificate of occupancy (temporary or permanent) is issued by the City for a building located on the lot, unless the certificate of occupancy is issued after October 1st and before March 30th in any given year, in which case a certificate of occupancy shall be issued with the requirement that the Developer be required to install said on-and off-site items for such lot by the following June 30<sup>th</sup>.

4. **Intended Use of Subdivision Lots.** It is the Developer's and City's intent that two multi-family residential apartment units be constructed on Said Plat, one with 45 residential units and one with 46 residential units.

5. **Surety Requirements.**

- A. Developer will provide the City with an irrevocable letter of credit (or other surety as approved by the City Attorney) as security that the obligations of the Developer under this contract shall be performed. Said letter of credit or surety shall be in the amount of \$\_\_\_\_\_ representing the sum of 125% of the estimated cost of the Municipal Improvements and 150% of the Landscaping costs. Said letter of credit or surety must meet the approval of the City attorney as to form and issuing bank (the issuing bank must be an FDIC insured bank located within 100 miles of the City of Howard Lake), and must be available in its entirety to fulfill the obligations of the Developer under this Agreement. The letter of credit to the City shall contain language requiring its automatic renewal prior to December 31 of each calendar year, unless the issuing bank notifies the City in writing at least 45 days before its expiration that the letter of credit will not be renewed by the issuing bank.
- B. The City may draw on said letter of credit or surety after required written notice to complete work not performed by Developer (including but not limited to on- and off-site improvements, Municipal Improvements described above, erosion control, and other such measures), to pay liens on property to be dedicated to the City, to reimburse itself for costs incurred in the drafting, execution, administration or enforcement of this Agreement, to repair or correct deficiencies or other problems which occur to the Municipal Improvements during the warranty period, or to otherwise fulfill the obligations of Developer under this Agreement. Said letter of credit must be maintained by Developer at all times at the level provided in paragraph 5A above or a lesser amount authorized by the City Council pursuant to paragraph 6B below.
- C. In the event that any cash, irrevocable letter of credit, or other surety referred to herein is ever utilized and found to be deficient in amount to pay or reimburse the City in total as required herein, the Developer agrees that upon being billed by the City, Developer will pay within thirty (30) days of the mailing of said billing, the said deficient amount. If there should be an overage in the amount of utilized security, the City will, upon making said determination, refund to the Developer any monies which the City has in its possession which are in excess of the actual costs of the project as paid by the City.
- D. Developer hereby agrees to allow the City to specially assess Developer's property for any and all reasonable costs incurred by the

City in enforcing any of the terms of this agreement should Developer's letter of credit or surety prove insufficient or should Developer fail to maintain said letter of credit or surety in the amount required above within 30 days of mailing of written request by the City.

- E. That portion of said cash, irrevocable letter of credit or other surety with respect to the performance of Site Improvements shall be released upon certification of the City Engineer and approval of the City Council that all such items are satisfactorily completed pursuant to this Agreement.
  - F. In the event a surety referred to herein is in the form of an irrevocable letter of credit, which by its terms may become null and void prior to the time at which all monetary or other obligations of the Developer are paid or satisfied, it is agreed that the Developer shall provide the City with a new letter of credit or other surety, acceptable to the City, at least forty-five (45) days prior to the expiration of the original letter of credit. If a new letter of credit is not received as required above, the City may without notice to Developer declare a default in the terms of this Agreement and thence draw in part or in total, at the City's discretion, upon the expiring letter of credit to avoid the loss of surety for the continued obligation. The form of any irrevocable letter of credit or other surety must be approved by the City Attorney prior to its issuance.
  - G. In the event the Developer files bankruptcy or in the event a bankruptcy proceeding is filed against Developer by others and is not dismissed within 60 days, or in the event a court appoints a receiver for the Developer, the City may draw on its letter of credit or surety in its full amount to secure its surety position. The City shall then release the remainder of said letter of credit or surety to the bankruptcy court or receiver in the same manner that it would be required to release the letter of credit under this Agreement.
6. **Surety Release.**
- A. Periodically, as payments are made by the Developer for the completion of portions of the Municipal Improvements and/or on- and off-site Improvements, and/or landscaping improvements, and when it is reasonably prudent, the Developer may request of the City that the surety be proportionately reduced for that portion of the Municipal Improvements and on- and off-site improvements and landscaping

improvements which have been fully completed and payment made therefor. All such decisions shall be at the discretion of the City Council. The City's cost for processing reduction request(s) shall be billed to the Developer. Such cost shall be paid to the City within thirty (30) days of the date of mailing of the billing.

- B. The Developer may request of the City a reduction or release of any surety as follows:
  - i. When another acceptable letter of credit or surety is furnished to the City to replace a prior letter of credit or surety.
  - ii. When all or a portion of the Municipal Improvements or the on- and off-site improvements have been installed, the letter of credit or surety may be reduced by the dollar amount attributable to that portion of improvements so installed, except that the City shall retain the letter of credit or surety in the amount of 10% of the estimated construction price of the Municipal Improvements during the first year of the warranty period and 5% of the estimated construction price of the Municipal Improvements during the second year of the warranty period. Developer may substitute a warranty bond acceptable to the City Attorney for the warranty letter of credit in the same amounts and duration as required for the warranty letter of credit.
  - iii. As to all requests brought under this paragraph, the City Council shall have complete discretion whether to reduce or not to reduce said letter of credit or surety.
- C. The costs incurred by the City in processing any reduction request shall be billed to the Developer and paid to the City within thirty (30) days of billing.

7. **Abandonment of Project - Costs and Expenses.**

In the event Developer should abandon the proposed development of Said Plat, the City's costs and expenses related to attorney's fees, professional review, drafting of this Agreement, preparation of the feasibility report, plans and specifications, and any other expenses undertaken in reliance upon Developer's various assertions shall be paid by said Developer within thirty (30) days after receipt of a bill for such costs from the City. In addition, in the event the Developer abandons the project, in whole or in part, ceases

substantial field work for more than nine (9) months, fails to provide sufficient ground-cover to prevent continuing soil erosion from Said Plat, or fails to leave the abandoned property in a condition which can be mowed using conventional lawn mowing equipment, Developer agrees to pay all costs the City may incur in taking whatever action is reasonably necessary to provide ground-cover and otherwise restore Said Plat to the point where undeveloped grounds are level and covered with permanent vegetation sufficient to prevent continuing soil erosion from Said Plat and to facilitate mowing of Said Plat. In the event that said costs are not paid, the City may withdraw funds from the above-mentioned surety for the purpose of paying the costs referred to in this paragraph.

8. **Developer to Pay City's Costs and Expenses.**

It is understood and agreed that the Developer will reimburse the City for all reasonable administrative, legal, planning, engineering and other professional costs incurred in the creation, administration, enforcement or execution of this Agreement and the approval of Said Plat, as well as all reasonable engineering expenses incurred by the City in designing, approving, installing, and inspecting said Improvements described above. Developer agrees to pay all such costs within 30 days of billing by the City. If Developer fails to pay said amounts, Developer agrees to allow the City to reimburse itself from said surety and/or assess the amount owed against any or all of Said Plat without objection. Developer has the right to request time sheets or work records to verify said billing prior to payment.

9. **Erosion and Sediment Control.**

Developer shall implement all erosion control measures detailed in the Storm Water Pollution Prevention Plan ("SWPPP") on file with the City and on the Grading Plan attached as Exhibit E (including construction of all temporary and permanent ponds) in the order required by the City Engineer. Developer shall also implement any additional erosion control measures required by the City Engineer, and shall abide by all erosion control requirements contained in the Howard Lake Subdivision ordinance and as required by the NPDES Construction Stormwater Permit for the project. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and/or the requirements of the NPDES Construction Stormwater Permit, the City may take such action as it deems appropriate to control erosion, and the landowner hereby grants the City permission to enter upon the land and take such necessary erosion control actions. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's

and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) days, the City may draw down the letter of credit to pay any costs or may specially assess Developer's land for the costs not covered by the letter of credit. No development will be allowed and no building permits will be issued unless the development is in full compliance with the erosion control requirements.

10. **Maintain Public Property Damaged or Cluttered During Construction.**

Developer agrees to assume full financial responsibility for any damage or repairs which may occur to public property including but not limited to streets, street sub- base, base, bituminous surface, curb, utility system including but not limited to watermain, sanitary sewer or storm sewer when said damage occurs as a result of the construction activity which takes place during the development of Said Plat, including the initial construction of homes on the lots. The Developer further agrees to pay all costs required to repair the streets, utility systems and other public property damaged or cluttered with debris when occurring as a direct or indirect result of said construction that takes place in Said Plat.

Developer agrees to clean the streets on a daily basis if required by the City. Developer further agrees that any damage to public property occurring as a result of construction activity on Said Plat will be repaired immediately if deemed to be an emergency by the City. Developer further agrees that any damage to public property as a result of construction activity on Said Plat will be repaired within 14 days if not deemed to be an emergency by the City.

If Developer fails to so clean the streets or repair or maintain said public property, the City may immediately undertake making or causing it to be cleaned up, repaired or maintained. When the City undertakes such activity, the Developer shall reimburse the City for all of its expenses within thirty (30) days of its billing to the Developer. If the Developer fails to pay said bill within thirty (30) days, then the City may specially assess such costs against the lots within Said Plat and/or take necessary legal action to recover such costs and the Developer agrees that the City shall be entitled to attorney's fees incurred by the City as a result of such legal action.

11. **Temporary Easement Rights.**

Developer shall provide access to Said Plat at all reasonable times to the City or its representatives for purposes of inspection or to accomplish any necessary work pursuant to this Agreement.

12. **Miscellaneous.**

- A. Developer agrees that all construction items required under this Agreement are items for which Developer is responsible for completing and all work shall be done at Developer's expense.
- B. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Contract is for any reason held invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Contract.
- C. If building permits are issued prior to the completion and acceptance of public improvements, the Developer assumes all liability and the costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, materialmen, employees, agents, or third parties.
- D. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- E. This Contract shall run with the land and shall be recorded against the title to the property.
- F. The Developer represents to the City that Said Plat complies with all City, county, state and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that Said Plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer so complies. Upon the City's demand, the Developer shall cease work until there is compliance.
- G. Prior to the execution of this Agreement and prior to the start of any construction on Said Plat, Developer shall provide the City with evidence of good and marketable title to all of Said Plat. Evidence of good and marketable title shall consist of a Title Insurance Policy or Commitment from a national title insurance company, or an abstract of

title updated by an abstract company registered under the laws of the State of Minnesota.

- H. Developer shall comply with all water, ponding and wetland related restrictions, if any, required by the Wright County Soil and Water Conservation District and/or the City and any applicable provisions of State or Federal law or regulations.
- I. The Howard Lake City Council reserves the right to allocate wastewater treatment capacity in a manner it finds to be in the best interests of the public health, safety and welfare.
- J. Developer shall obtain all required driveway, utility and other permits as required by the City Engineer, Wright County and/or the State of Minnesota for the construction of the Municipal Improvements and the On- and Off-Site Improvements.

13. **Violation of Agreement.**

- A. In the case of default by the Developer, its successors or assigns, of any of the covenants and agreements herein contained, the City shall give Developer thirty (30) days mailed notice thereof (via certified mail), and if such default is not cured within said thirty (30) day period, the City is hereby granted the right and the privilege to declare any deficiencies governed by this Agreement due and payable to the City in full. The thirty (30) day notice period shall be deemed to run from the date of deposit in the United States Mail. Upon failure to cure by Developer, the City may thence immediately and without notice or consent complete some or all of the Developer's obligations under this Agreement, and bring legal action against the Developer to collect any sums due to the City pursuant to this Agreement, plus all costs and attorney's fees incurred in enforcing this agreement. The City may also specially assess all said costs incurred upon default against the properties in Said Plat pursuant to the terms of this agreement.
- B. Notwithstanding the 30-day notice period provided for in paragraph 13(A) above, in the event that a default by Developer will reasonably result in irreparable harm to the environment or to public property, or result in an imminent and serious public safety hazard, the City may immediately exercise all remedies available to it under this agreement in an effort to prevent, reduce or otherwise mitigate such irreparable harm or safety hazard, provided that the City makes good-faith,

reasonable efforts to notify the Developer as soon as is practicable of the default, the projected irreparable harm or safety hazard, and the intended actions of the City to remedy said harm.

- C. Paragraph 13A of this section shall not apply to any acts or rights of the City under the preceding paragraph 5F, and no notice need be given to the Developer as a condition precedent to the City declaring a default or drawing upon the expiring irrevocable letter of credit as therein authorized. The City may elect to give notice to Developer of the City's intent to draw upon the surety without waiving the City's right to draw upon the surety at a future time without notice to the Developer.
  - D. Breach of any of the terms of this Contract by the Developer shall be grounds for denial of building permits.
14. **Dedications to the City.**
- A. **Municipal Improvement Dedications.** The Developer, upon presentation to the City of evidence of good and marketable title to Said Plat, and upon completion of all construction work and certification of completion by the City Engineer, shall dedicate all, trails, drainage and utility easements and ponds,. Upon acceptance of dedication, Developer shall provide to the City “As-Builts” of the ponds and trails. Acceptance by City of any dedication shall occur upon passage of a resolution to such effect by the City Council.
  - B. **Park Dedication.** Developer shall, in lieu of park dedication and at Developer’s expense, construct a bituminous trail in the location and width shown on the Trail Plan attached as Exhibit F and according to the specifications on file with the City Clerk. All such trail construction shall be completed no later than October 31, 2024. Developer shall execute that trail easement dedication attached as Exhibit I to this Agreement, which dedicates trail easement to the City for public use. Said document shall be executed and provided to the City contemporaneously with the execution of this Agreement.
  - C. **Outlots A & B.** Developer shall convey Outlots A & B to the City in fee simple contemporaneously with the execution of this Agreement.
15. **Tree Preservation.** Developer shall remove only those trees marked as “lost” on the Tree Preservation Plan attached as Exhibit J to this Agreement.

16. **Indemnity.** Developer shall hold the City and its officers and employees harmless from claims made by Developer and third parties for damages sustained or costs incurred resulting from Said Plat approval and development. The Developer shall indemnify the City and its officers and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees. Third parties shall have no recourse against the City under this contract.
17. **Assignment of Contract.** The Developer can assign the obligations of the Developer under this Contract. However, the Developer shall not be released from its obligations under this contract without the express written consent of the City Council through Council resolution.
18. **Limited Approval.** Approval of this Agreement by the City Council in no way constitutes approval of anything other than that which is explicitly specified in this Agreement.
19. **Development Fees.** Developer shall pay the following fees prior to the recording of Said Plat:

|                              |          |
|------------------------------|----------|
| a. Sanitary Sewer Trunk Fee: | \$27,349 |
| b. Water Main Area Fee       | \$18,163 |
| c. Storm Sewer Area Fee      | \$ 3,350 |

Building permit fee, and SAC and WAC fee shall be due upon application for a building permit.

20. **Professional Fees.** The Developer will pay all reasonable professional fees incurred by the City as a result of City efforts to enforce the terms of this Agreement. Said fees include attorney's fees, engineer's fees, planner's fees, and any other professional fees incurred by the City in attempting to enforce the terms of this Agreement. The Developer will also pay all reasonable attorneys and professional fees incurred by the City in the event an action is brought upon a letter of credit or other surety furnished by the Developer as provided herein.
21. **Plans Attached as Exhibits.** All plans attached to this Agreement as Exhibits are incorporated into this Agreement by reference as they appear. Unless otherwise specified in this agreement, Developer is bound by said plans and responsible for implementation of said plans as herein incorporated.
22. **Integration Clause, Modification by Written Agreement Only.** This Agreement represents the full and complete understanding of the parties and

neither party is relying on any prior agreement or statement(s), whether oral or written, except as specified herein. Modification of this Agreement may occur only if in writing and signed by a duly authorized agent of both parties.

23. **Notification Information.** Any notices to the parties herein shall be in writing, delivered by hand (to the City Clerk for the City) or registered mail addressed as follows to the following parties:

City of Howard Lake  
c/o City Clerk  
625 8<sup>th</sup> Avenue  
P.O. Box 736  
Howard Lake, MN 55349  
Telephone: (320) 299-0000

Buffalo Lake Partners, LLC  
9705 45<sup>th</sup> Ave N #421176  
Plymouth, MN 55442  
Telephone: \_\_\_\_\_

22. **Agreement Effect.**

This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

**CITY OF HOWARD LAKE,**

By \_\_\_\_\_  
Peter Zimmerman  
Its: Mayor

By \_\_\_\_\_  
Nick Haggemiller  
Its: City Administrator/Clerk

**Buffalo Lake Partners, LLC**

\_\_\_\_\_

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

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF WRIGHT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Peter Zimmerman as Mayor of the City of Howard Lake, a Minnesota municipal corporation, on behalf of the city and pursuant to the authority of the City Council.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF WRIGHT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Nick Haggemiller, as Clerk of the City of Howard Lake, a Minnesota municipal corporation, on behalf of the city and pursuant to the authority of the City Council.

\_\_\_\_\_  
Notary Public

[illegible]

\_\_\_\_\_, as \_\_\_\_\_ of Buffalo Lake Partners, LLC,  
acknowledged the foregoing instrument before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

---

Notary Public

**DRAFTED BY:**

Couri & Ruppe P.L.L.P.

P.O. Box 369

St. Michael, MN 55376

(763) 497-1930

## **EXHIBIT A TO DEVELOPER'S AGREEMENT**

The legal description of the Plat to which this Developer's Agreement applies is as follows:

Lot 1, Block 1

All said property is located in \_\_\_\_\_, City of Howard Lake, County of Wright, State of Minnesota.

**EXHIBIT B**

Final Plat

**EXHIBIT C**

Site Plan

**EXHIBIT D**

Architectural Elevations

**EXHIBIT E**

Grading Plan

**EXHIBIT F**

Trails Plan

**EXHIBIT G**

Utility Plan

**EXHIBIT H**

Landscaping Plan

**EXHIBIT I**

Trail Easement

**EXHIBIT J**

Tree Preservation Plan

TIF DEVELOPMENT AGREEMENT  
BY AND BETWEEN

THE CITY OF HOWARD LAKE, MINNESOTA  
AND  
BUFFALO LAKE PARTNERS, LLC

This document drafted by:

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

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## TIF DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_ day of August, 2023, by and between the City of Howard Lake, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and Buffalo Lake Partners, LLC, a Minnesota limited liability company (the "Developer"),

### WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, as amended, 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 is establishing as of the date hereof, within the Development District, Tax Increment Financing District No. 1-23 (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;

Compliance Certificate means the Compliance Certificate in substantially the form attached hereto as Exhibit D;

County means Wright County, Minnesota;

Developer means Buffalo Lake Partners, LLC, a Minnesota limited liability company, its successors and assigns;

Development Agreement means that certain agreement, dated August \_\_, 2023, 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, as modified;

Development Property means the real property 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 establishment of the Tax Increment District and the preparation of this Agreement and the issuance of the TIF Note;

Note Payment Date means August 1, 2026, and each February 1 and August 1 of each year thereafter to and including February 1, 2039; 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 Minneapolis, Minnesota, as its "reference rate" or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Phase One Project means the construction of a 45-unit multi-family rental housing facility;

Phase Two Project means the construction of a second 45-unit multi-family rental housing facility;

Project means the Phase One Project and the Phase Two Project;

Purchase Agreement means the purchase agreement to be entered into by the City and the Developer, pursuant to which the City shall convey the Development Property to the Developer;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

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. 1-23 located within the Development District, a 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 \_\_\_\_\_, 2023, and any future amendments thereto;

Tax Increments means 60% of the tax increments derived from the Development Property which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Termination Date means the earlier of (i) February 1, 2039, (ii) the date the Note is paid as provided in the Note, (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; and

TIF Note means the Tax Increment Revenue Note (Buffalo Lake Partners, LLC) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a 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.

## 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 representation of the Developer set forth in Section 3.4 below, 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 acquisition of the Development Property and a portion of the costs of the construction of certain Site 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 incorporation, bylaws, 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) 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.

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

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

(7) Construction of the Phase One Project shall commence by June 1, 2024, and the construction of the Phase One Project shall be substantially completed by May 1, 2025, subject to Unavoidable Delays. Construction of the Phase Two Project shall commence once leases have been executed for at least 90% of the residential units in the Phase One Project and the construction of the Phase Two Project shall be substantially completed by twelve (12) months after construction of the Phase Two Project commences, subject to Unavoidable Delays, provided it shall not be an Event of Default under Section 4.1 of this Agreement if the Developer does not construct the Phase Two Project.

(8) 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.

(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 acquisition of the Development Property and Site Improvements as provided in Article III. The Developer further acknowledges that it will not receive the full Reimbursement Amount (as hereinafter defined) unless it constructs the Phase Two Project in a timely manner.

(10) The Developer shall construct the trail improvements, which are required by the City as part of the City approvals for the Project, by \_\_\_\_\_, 202\_.

## ARTICLE III

### UNDERTAKINGS BY DEVELOPER AND CITY

#### Section 3.1 Development Property, Site Improvements, and Legal and Administrative Expenses.

(1) The parties agree that the acquisition of the Development Property and the Site Improvements to be constructed by the Developer are essential to the successful completion of the Project. The costs of the acquisition of the Development Property and the construction of Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (a) \$1,075,036, or (b) the actual costs of the acquisition of the Development Property and the construction of Site Improvements relating to the Phase One Project actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

(2) The City agrees to sell the Developer the Development Property for \$250,000 in accordance with a Purchase Agreement in a form prepared by the City attorney.

(3) The Developer shall pay all Legal and Administrative Expenses incurred by the City.

Section 3.2 Limitations on Undertaking of the City. Notwithstanding the provisions of Section 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 acquisition of the Development Property and the construction of the Site Improvements relating to the Phase One Project 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 the Developer shall have (i) demonstrated in writing to the reasonable satisfaction of the City that the construction of the Phase One Project is complete and that the Developer has incurred and paid the costs of the acquisition of the Development Property and the construction of the Site Improvements related to the Phase One Project, as described in Section 3.1, and (ii) shall have submitted paid invoices for the costs of construction of the Site Improvements related to the Phase One Project and a title company settlement statement or other evidence of payment of the costs of the Development Property 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) The payment dates of the TIF Note shall be the Note Payment Dates. 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 requirements 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.

(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 Low and Moderate Income Requirements.

(1) 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, in compliance with Section 469.1761, Subd. 3 of the Tax Increment Act, the Developer agrees that the Project must satisfy, or be treated as satisfying, the income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code. The parties further agree that no more than 20% of the square footage of the Project may consist of commercial, retail, or other nonresidential uses. The Developer must meet the above requirements as follows:

(A) At least 20% of the residential units in the Project must be occupied or available for occupancy by persons whose incomes do not exceed 50% of the County median income; and

(B) The limits described in clause (A) must be satisfied through the Termination Date. Income for occupants of units described in clause (A) shall be adjusted for family size in accordance with Section 142(d) of the Internal Revenue Code and related regulations.

(2) On or before each January 1 and July 1, commencing on July 1, 2025, the Developer or an agent of the Developer must deliver or cause to be delivered to the City a Compliance Certificate executed by the Developer covering the preceding six (6) months together with written evidence satisfactory to the City of compliance with the covenants in this Section. This evidence must include a statement of the household income of each qualifying renter, a written determination that each qualifying renter's household income falls within the qualifying limits of this Section (and Section 142(d) of the Internal Revenue Code), and certification that the income documentation is correct and accurate (and that the determination of qualification was made in compliance with Section 142(d) of the Internal Revenue Code). The

City may review, upon request, all documentation supporting the Developer submissions and statements. In determining compliance with this Section, the Developer must use the County median incomes for the year in which the payment is due on the TIF Note, as promulgated by the Minnesota Housing Finance Agency based on the area median incomes established by the United States Department of Housing and Urban Development.

Section 3.5 Real Property Taxes. The Developer acknowledges that it is obligated under law to pay all real property taxes payable with respect to the Development Property and pursuant to the provisions of the Agreement until the Developer's obligations have been assumed by any other person with the written consent of the City pursuant to the provisions of this Agreement.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, 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 real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; 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 any other State or federal law, of the taxation of real property contained in the Development Property between the date of execution of this Agreement and the Termination Date.

(4) It will not seek a reduction in the market value as determined by the Wright County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the TIF Note remains outstanding.

Section 3.6 Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, 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, special assessments or other City charges with respect to the Development Property when due and payable.

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

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

(5) If the Developer shall:

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or 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, liquidator or trustee 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, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note 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 reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for 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 or on the Development Property.

(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 Developer operating the Project so that the Tax Increment District does not qualify or ceases 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 the 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 to the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its rights 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 3.2, or to make any further payments on the TIF Note.

## ARTICLE VI

### ADDITIONAL PROVISIONS

Section 6.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that during the term of this Agreement the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multi-family rental housing facility and shall devote the Development Property to, and in accordance with, the uses specified in 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 successor 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:

Buffalo Lake Partners, LLC  
Attention: \_\_\_\_\_  
9705 45<sup>th</sup> Avenue N.  
Unit 42, #1176  
Plymouth, MN, 55442

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

City of Howard Lake, Minnesota  
Howard Lake City Hall  
PO Box 736  
625 8<sup>th</sup> Ave  
Howard Lake, MN 55349

with a copy to:

Taft Stettinius & Hollister LLP  
Attention: Mary Ippel  
2200 IDS Center  
80 South 8<sup>th</sup> 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 only be assigned pursuant to the terms of the TIF Note and shall not be unreasonably withheld.

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

CITY OF HOWARD LAKE, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its Administrator

This is a signature page to the TIF Development Agreement by and between the City of Howard Lake, Minnesota and Buffalo Lake Partners, LLC.

BUFFALO LAKE PARTNERS, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

This is a signature page to the TIF Development Agreement by and between the City of Howard Lake, Minnesota and Buffalo Lake Partners, LLC.

## EXHIBIT A

### DESCRIPTION OF DEVELOPMENT PROPERTY

Property located in the City of Howard Lake, Wright County, Minnesota with the following description:

Parcel Identification Number(s)

[Insert]

EXHIBIT B  
FORM OF TIF NOTE

No. R-1

\$ \_\_\_\_\_

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

TAX INCREMENT REVENUE NOTE  
(BUFFALO LAKE PARTNERS, LLC)

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 Buffalo Lake Partners, LLC (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 \$1,075,036 as provided in that certain TIF Development Agreement, dated as of August \_\_, 2023, 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, 2026, and on each February 1 and August 1 thereafter to and including February 1, 2039, or, if the first 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 six 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 60% of tax increments (the "Tax Increments") from the Development Property (as defined in the TIF Development Agreement) within the City's Tax Increment Financing District No. 1-23 (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 Agreement under Section 4.2(2) thereof or the Developer shall have terminated the TIF

Agreement under Article V thereof, the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

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 fuller 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, 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, which consent shall not be unreasonably withheld. 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 Administrator and has caused this Note to be dated as of \_\_\_\_\_, 20\_\_\_\_.

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Administrator

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Mayor

**DO NOT EXECUTE UNTIL PAID INVOICES, A SETTLEMENT STATEMENT OR OTHER EVIDENCE OF PAYMENT FOR LAND ACQUISITION AND SITE IMPROVEMENTS FOR THE PHASE ONE PROJECT 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 Buffalo Lake Partners, 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<br/>REGISTERED OWNER</u>                        | <u>DATE OF<br/>REGISTRATION</u> | <u>SIGNATURE OF<br/>ADMINISTRATOR</u> |
|------------------------------------------------------------------------|---------------------------------|---------------------------------------|
| Buffalo Lake Partners, LLC<br>21425 19th Ave E<br>Clearwater, MN 55320 |                                 |                                       |
|                                                                        |                                 |                                       |
|                                                                        |                                 |                                       |
|                                                                        |                                 |                                       |

## EXHIBIT C

### SITE IMPROVEMENTS

Landscaping, including irrigation  
Foundations and Footings  
Grading/earthwork  
Survey  
Environmental Testing  
Soil Borings  
Site Preparation  
Onsite Utilities and Utility Connection Fees  
Storm Water/Ponding  
Outdoor Lighting  
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements  
Parking

EXHIBIT D

COMPLIANCE CERTIFICATE

The undersigned Buffalo Lake Partners, LLC, does hereby certify that as of the date of this Certificate and for the previous six (6) months prior to the execution of this Certificate not less than 20% of the residential units in Buffalo Lake Partners, LLC project located at \_\_\_\_\_ in Howard Lake, Minnesota (the "Project") were occupied by individuals whose income is 50% or less of the Wright County median income.

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

BUFFALO LAKE PARTNERS, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

[Attach income verification required by Section 3.4]