

*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
JULY 21, 2020 – 7:00 pm
June 16 2020 REGULAR Council Minutes

- 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. CONSIDER APPROVAL OF MINUTES
 - a. [Minutes for Council Meeting June 16, 2020 & Special Meeting June 30, 2020](#)
- E. CITIZEN INPUT
- F. COUNCIL/COMMITTEE REPORT
- G. CONSENT AGENDA
 - a. [Consider Accepting all Reports & Payment of Claims.](#)
 - b. [Consider Approving City Administrator to Wright County EDA Committee.](#)
 - c. [Consider Approving Delinquent Utility Balances to Property Taxes.](#)
 - d. [Consider Resolution Accepting CARES Funding for 2020 General Election.](#)
- H. PRESENTATIONS, PUBLIC HEARINGS & RELATED APPROVALS
 - a. [FY2019 Audit Presentation, Roger Schanus/Carlson SV](#)
 - b. [Howard Lake Wine & Spirits](#)
- I. NEW BUSINESS
 - a. [Consider Modifying Ordinance 12.02 – Parking](#)
 - b. [Consider Resolution 20- Approving Summary Publication of Ordinance 12.02](#)
 - c. [Consider Approval of 2020 Street Crack Sealing Quote.](#)
 - d. [Consider Approving SIU Modification with Sonstegard Foods.](#)
 - e. [Consider Approving SIU Modification with Forsman Farms.](#)
 - f. [Consider Approving Various Purchases & Improvements at Lions Park.](#)
 - g. [Consider Approving Creation and Appointment to Adhoc Emergency Services Committee.](#)
 - h. [Consider Approving Internal Controls Related Purchases & Procedures.](#)
 - i. [Consider Approving CARES Act Allocations & Business Relief Program](#)
 - j. [Consider Letter Requesting Modification of Wright County CSAH 7 Project.](#)
- J. OLD BUSINESS
- K. ADJOURN



CITY OF HOWARD LAKE

625 8TH Avenue - PO Box 736 - Howard Lake, MN 55349
Phone: 320-543-3670 | cityadmin@howard-lake.mn.us | www.howard-lake.mn.us

HOWARD LAKE CITY COUNCIL
HOWARD LAKE CITY HALL- 625 8th AVENUE
June 16, 2020

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman
Jason Deiter
Tom Kutz
Allan Munson
Gene Gilbert

COUNCIL ABSENT

STAFF PRESENT

Nick Haggemiller, City Administrator
Meagan Theisen, Assistant City Administrator

ALSO PRESENT

Josh Halvorson – City Engineer, Bolton & Menk
Herald Journal

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

C. APPROVAL OF AGENDA

Kutz moved to approve the agenda. Deiter seconded the motion and it passed unanimously.

D. APPROVAL OF MINUTES

Kutz move to approve the May 18, 2020 Council Minutes. Munson seconded the motion and it passed unanimously.

E. CITIZEN INPUT

Mike Kaczmarek addressed the City Council to introduce himself as a candidate for Wright County Commissioner.

Jennifer Christianson – 524 9th Street – Addressed the Council about ongoing issues with a neighbor at 912 6th Ave. The resident plays loud music at all hours of the day/night and loud vehicles and burnouts in the street.

F. COUNCIL/COMMITTEE REPORT

No Council reports.

G. DEPARTMENT REPORTS

No Department reports.

H. CONSENT AGENDA

a. Consider Accepting All Reports and Payment of Claims

GENERAL FUND	56371-56483	\$654,248.73
PAYROLL	26601-26610, 500851-500881	\$36,567.42
ELECTRONIC	697-713	\$42,974.25
TOTAL		\$736,215.28
AMBULANCE CLAIMS	5650-5659	\$5,594.66
ELECTRONIC		
TOTAL		\$5,594.66

b. Consider Various Personnel Appointments

c. Consider Approving Temporary 3.2 Onsale Liquor License for the Howard Lake Orphans 2020 Season

Gilbert motioned to approve the consent agenda. The motion was seconded by Kutz and passed unanimously.

I. NEW BUSINESS

a. Consider Approving Covid-19 Preparedness Plan

Haggenmiller presented the staff report and highlighted the actions the City is taking and will be taking moving forward.

Deiter motioned to approve the Covid-19 Preparedness Plan. The motion was seconded by Gilbert and passed unanimously.

b. Consider Awarding Bid for Central Park Reconstruction Project – Phase 1.

Theisen presented the staff report for the Council. The first phase of the project will include: parking lot reconfiguration, mass grading of the site, install concrete and electrical support for amphitheater, sidewalk connections, and pedestrian level lighting. She reminded Council that the splash pad was removed from first phase.

Haggenmiller and Halvorson provided further information on the bids received.

Halvorson stated he checked references for Gertken and was happy with what he heard.

Deiter motioned to approve awarding the project to Gerken Bros, Inc. in the amount of \$241,272.50. The motion was seconded by Gilbert and passed unanimously.

c. Consider Award Quote for Exterior Site Finishing at Historic City Hall

Haggenmiller reviewed the staff report. He stated that we received two bids for the project. The low bid received was so low he and Halvorson are unsure how the project could be completed in the amount proposed. Staff is recommending the bid of \$53,070 from JK Landscaping.

Kutz motioned to approve the bid from JK Landscape for Exterior Site Finishing at Historic City Hall. The motion was seconded by Munson and passed unanimously.

d. Consider 2020 Street Repairs

Haggenmiller reviewed the staff report, including what was included in the base bid and potential bid alternatives. He also provided information on other areas of town that need repairs.

Council provided further concerns about other areas in town including 4th Street and 8th Avenue.

Kutz motioned to approve and award the base bid and both bid alternatives to Mid Minnesota Hot Mix. The motion was seconded by Deiter and passed unanimously.

J. OLD BUSINESS

a. Consider Approving Fence Installation at 700 8th Avenue

Haggenmiller presented the staff report to the Council.

Munson requested information on what can be done at this parcel.

Haggenmiller stated there aren't any development options as of right now for the parcel.

Council would like to look into options of placing pavers and benches for a public gathering place.

Munson motioned to reject the fence installation at 700 8th Avenue at this time. The motion was seconded by Kutz and passed unanimously.

K. ADMINISTRATORS REPORT

No Report.

L. ADJOURN

Kutz motioned to adjourn the meeting at 8:08 pm. The motion was seconded by Munson and passed unanimously.

Attest – City Administrator/Clerk

Mayor

**HOWARD LAKE CITY COUNCIL
WORKSHOP
June 16, 2020**

Public Works Internal Controls Update

Theisen reviewed public works internal controls changes for the past few weeks. She is currently exploring options for GPS for the PW vehicles and portable camera options for internal and external use.

Theisen provided an update on Code Enforcement measures and resident complaints.

Haggenmiller provided an update on garbage collection complaints.

Haggenmiller also provided a plan for the Police Department to review their policies and update procedures.

Adjourned at 9:02 PM



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HOWARD LAKE CITY COUNCIL
HOWARD LAKE CITY HALL- 625 8th AVENUE
June 30, 2020

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman
Jason Deiter
Tom Kutz
Allan Munson
Gene Gilbert

COUNCIL ABSENT

STAFF PRESENT

Nick Haggenmiller, City Administrator

ALSO PRESENT

A. CALL TO ORDER

Mayor Zimmerman called the meeting to order at 6:00 p.m.

B. NEW BUSINESS

Haggenmiller provided information for additional paving related to the 2020 Pavement Preservation Project. The following was presented for approval:

- Intersection at Haywood 8 th Ave	\$1,200
- Full width of road on 10 th Street	\$5,600
- Additional surface milling in Block 18	\$6,702
- Additional Edge Mill on 8 th Ave (near 7 th Street)	\$6,815
- Additional Intersection Correction 8 th Ave/10 th Street	\$3,325
- Turning Trails Trail Patch	\$1,190
- Shoreline Drive Catch Basin Repair	\$1,380

TOTAL: \$26,110

Haggenmiller noted these areas were identified following a precon meeting with Mid Minnesota Hot Mix and determining that additional work would provide better value and longevity of the project. The cost estimate provided is still within the overall capital allocation for 2020.

The areas were approved as presented MSP Councilors Kutz, Gilbert. Unanimous.

C. ADJOURN

Kutz motioned to adjourn the meeting at 6:18 pm. The motion was seconded by Munson and passed unanimously.

Attest – City Administrator/Clerk

Mayor

CITY OF HOWARD LAKE CLAIMS
& DONATIONS APPROVED DATE -
JULY 21, 2020

GENERAL FUND	CHECKS:	56484– 56635	\$573,614.60
PAYROLL		26611-26634, 500882 – 500923	46,949.68
ELECTRONIC		714-753	<u>60,903.83</u>
TOTAL			681,468.11
AMBULANCE CLMS	CHECKS:	5660-5666	\$5,180.73
ELECTRONIC		006-008	69.00
TOTAL			\$5,249.73

CITY OF HOWARD LAKE

07/17/20 8:01 AM

Page 1

***Check Summary Register©**

Cks 6/17/2020 - 7/21/2020

Name	Check Date	Check Amt	
1010 CITIZEN ALLIANCE			
Paid Chk# 000714E CUSTOMERS	6/17/2020	\$45.24	Postage - PD
Paid Chk# 000715E INTERNAL REVENUE SERVICE	6/17/2020	\$6,959.68	
Paid Chk# 000716E MN DEPT OF REVENUE	6/17/2020	\$1,151.40	
Paid Chk# 000717E PERA	6/17/2020	\$5,210.48	
Paid Chk# 000718E FURTHER	6/17/2020	\$665.04	
Paid Chk# 000719E PSN	6/17/2020	\$766.04	
Paid Chk# 000720E CUSTOMERS	6/17/2020	\$104.00	Sewer - CK RETURN Wolfsteller
Paid Chk# 000721E CITIZENS ALLIANCE BANK	6/17/2020	\$30.00	ACH Origination Fee - February
Paid Chk# 000722E PSN	6/18/2020	\$811.67	
Paid Chk# 000723E CITIZENS ALLIANCE BANK	6/18/2020	\$75.00	ACH Origination Fee
Paid Chk# 000724E CUSTOMERS	6/23/2020	\$411.43	Water
Paid Chk# 000725E PSN	6/23/2020	\$859.95	
Paid Chk# 000726E CONSUMERS	6/23/2020	\$14.27	PayPal echeck charge
Paid Chk# 000727E CITIZENS ALLIANCE BANK	6/23/2020	\$30.00	ACH Origination Fee - April
Paid Chk# 000728E PSN	6/24/2020	\$817.64	
Paid Chk# 000729E CUSTOMERS	6/24/2020	\$428.92	Stop Pymt - 01-1161-00-6
Paid Chk# 000730E CITIZENS ALLIANCE BANK	6/24/2020	\$30.00	ACH Origination Fee - May
Paid Chk# 000731E CUSTOMERS-AMBULANCE	6/25/2020	\$0.00	Return Check Strohschein
Paid Chk# 000732E INTERNAL REVENUE SERVICE	6/30/2020	\$5,646.86	
Paid Chk# 000733E MN DEPT OF REVENUE	6/30/2020	\$1,085.19	
Paid Chk# 000734E PERA	6/30/2020	\$5,187.56	
Paid Chk# 000735E FURTHER	6/30/2020	\$665.04	
Paid Chk# 000736E MN DEPT OF REVENUE	7/6/2020	\$10,298.45	June 2020 Sales Tax LS
Paid Chk# 000737E MN DEPT OF REVENUE	7/6/2020	\$1,379.00	June 2020 Sales Tax UB
Paid Chk# 000738E RADIANT SYSTEMS	7/7/2020	\$142.10	
Paid Chk# 000739E EPS	7/7/2020	\$49.00	
Paid Chk# 000740E TRANSFIRST	7/7/2020	\$24.61	
Paid Chk# 000741E WORLDPAY	7/7/2020	\$1,549.85	CREDIT CARD CHARGES-LS
Paid Chk# 000742E MBF LEASING	7/7/2020	\$220.71	
Paid Chk# 000743E HEARTLAND PYMT SERVICES	7/7/2020	\$6.54	
Paid Chk# 000744E AUTHNET GATEWAY BILLING	7/7/2020	\$32.51	
Paid Chk# 000745E LS WEEKEND CASH	7/7/2020	\$500.00	
Paid Chk# 000746E CITIZENS ALLIANCE BANK	7/7/2020	\$90.00	ProCare
Paid Chk# 000747E PSN	7/7/2020	\$786.28	
Paid Chk# 000748E LS WEEKEND CASH	7/8/2020	\$1,500.00	
Paid Chk# 000749E MN DEPT OF REVENUE	7/8/2020	\$41.41	Overpayment of MN State Tax fr
Paid Chk# 000750E INTERNAL REVENUE SERVICE	7/15/2020	\$6,293.84	
Paid Chk# 000751E MN DEPT OF REVENUE	7/15/2020	\$1,174.27	
Paid Chk# 000752E PERA	7/15/2020	\$5,154.81	
Paid Chk# 000753E FURTHER	7/15/2020	\$665.04	
Paid Chk# 026612 BOBROWSKE, KURT	6/19/2020	\$156.99	
Paid Chk# 026613 DIERS, CHRISTOPHER	6/19/2020	\$46.17	
Paid Chk# 026614 ROLLINS, KENNETH	6/19/2020	\$148.92	
Paid Chk# 026615 BONNICK, STEVEN	6/19/2020	\$104.59	
Paid Chk# 026616 CHRISTENSEN, CODY	6/19/2020	\$98.78	
Paid Chk# 026617 DEITER, JASON	6/19/2020	\$865.79	
Paid Chk# 026618 KUTZ, TOM	6/19/2020	\$865.79	
Paid Chk# 026619 ZIMMERMAN, PETER A	6/19/2020	\$1,154.37	
Paid Chk# 026620 GOEPFERT, THOMAS	6/19/2020	\$488.58	
Paid Chk# 026621 DRUSCH, JACOB D	6/19/2020	\$392.04	
Paid Chk# 026622 MAGES, ALEX	6/19/2020	\$69.26	
Paid Chk# 026623 OLSON, DAMIEN	6/19/2020	\$110.82	
Paid Chk# 026624 PETERSON, JEREMY	6/19/2020	\$64.64	
Paid Chk# 026625 STOLL, ERIC	6/19/2020	\$87.73	
Paid Chk# 026626 STRUB, KURT	6/19/2020	\$46.17	

CITY OF HOWARD LAKE

07/17/20 8:01 AM

Page 2

***Check Summary Register©**

Cks 6/17/2020 - 7/21/2020

Name	Check Date	Check Amt	
Paid Chk# 026627 WIECH, KYLE	6/19/2020	\$172.59	
Paid Chk# 026628 ALLERSON, NICHOLAS	6/19/2020	\$216.61	
Paid Chk# 026629 ZEBRO, ALISON	6/19/2020	\$169.70	
Paid Chk# 026630 ROLLINS, KENNETH	7/3/2020	\$18.03	
Paid Chk# 026631 CHRISTENSEN, CODY	7/3/2020	\$32.92	
Paid Chk# 026632 GOEPFERT, THOMAS	7/3/2020	\$406.60	
Paid Chk# 026633 ALLERSON, NICHOLAS	7/3/2020	\$223.67	
Paid Chk# 026634 ZEBRO, ALISON	7/3/2020	\$167.17	
Paid Chk# 056484 ARCTIC GLACIER ICE, INC	6/17/2020	\$192.91	
Paid Chk# 056485 BELLBOY CORPORATION	6/17/2020	\$465.85	
Paid Chk# 056486 C & L DISTRIBUTING	6/17/2020	\$695.10	Beer
Paid Chk# 056487 CAPITOL BEVERAGE SALES	6/17/2020	\$3,039.35	
Paid Chk# 056488 DAHLHEIMER BEVERAGE LLC	6/17/2020	\$5,371.50	
Paid Chk# 056489 JOHNSON BROTHERS LIQUOR C	6/17/2020	\$1,944.33	
Paid Chk# 056490 LOCHER BROS, INC	6/17/2020	\$3,399.10	
Paid Chk# 056491 PAUSTIS WINE COMPANY	6/17/2020	\$650.00	
Paid Chk# 056492 SOUTHERN GLAZERS OF MN	6/17/2020	\$1,593.46	
Paid Chk# 056493 LEAGUE OF MN CITIES INS TRU	6/22/2020	\$62,515.00	ACCT # 40002832 - Pkg - 02-02-
Paid Chk# 056494 PROCARE SERVICES, INC	6/22/2020	\$750.00	Invoice 8824
Paid Chk# 056495 HOWARD LAKE POSTMASTER	6/23/2020	\$272.30	
Paid Chk# 056496 ALLPRO VECTOR GROUP	6/25/2020	\$5,400.00	
Paid Chk# 056497 ANDERSON, ERIC	6/25/2020	\$42.64	Reimbursement - Firearms Train
Paid Chk# 056498 CENTERPOINT ENERGY	6/25/2020	\$435.79	
Paid Chk# 056499 CORE & MAIN	6/25/2020	\$306.62	
Paid Chk# 056500 EARTHLINK INC	6/25/2020	\$12.95	
Paid Chk# 056501 FURTHER	6/25/2020	\$4.75	
Paid Chk# 056502 HOWARD LAKE TIRE & AUTO	6/25/2020	\$464.00	2020 Spring Cleanup
Paid Chk# 056503 JK LANDSCAPE CONSTRUCTION	6/25/2020	\$500.00	
Paid Chk# 056504 JOES SPORT SHOP	6/25/2020	\$921.20	
Paid Chk# 056505 JONS LAWN CARE & SNOW REM	6/25/2020	\$1,331.45	
Paid Chk# 056506 JOSEPH MULLIN TRUCKING, INC	6/25/2020	\$620.98	Ticket # 849118/Material
Paid Chk# 056507 KRUMWIEDE, TINA	6/25/2020	\$148.97	Dutch Lake Trail Flowers
Paid Chk# 056508 LAWAY, MYRA	6/25/2020	\$54.46	Reimbursement
Paid Chk# 056509 MARCO TECHNOLOGIES LLC-PR	6/25/2020	\$166.48	
Paid Chk# 056510 MEDIACOM LLC	6/25/2020	\$256.17	
Paid Chk# 056511 MN UI FUND	6/25/2020	\$108.19	
Paid Chk# 056512 MN VALLEY TESTING LAB	6/25/2020	\$89.00	
Paid Chk# 056513 MUMFORD SANITATION-1	6/25/2020	\$5,786.02	2020 Spring Clean Up
Paid Chk# 056514 MUMFORD SANITATION-MONTH	6/25/2020	\$10,322.95	COMPOST LEASE - June 2020
Paid Chk# 056515 MUNSON LAKES NUTRITION	6/25/2020	\$98.07	
Paid Chk# 056516 NCPERS GROUP LIFE INS	6/25/2020	\$48.00	Coverage 07/01/2020-07/31/2020
Paid Chk# 056517 NELSON ELECTRIC MOTOR REP	6/25/2020	\$1,437.50	
Paid Chk# 056518 NORTHLAND TRUST SERVICES,	6/25/2020	\$16,500.00	Series 2014A
Paid Chk# 056519 OTB RETAIL SYSTEMS	6/25/2020	\$900.00	MyOTB Plan July 2020 - Decembe
Paid Chk# 056520 PAUMEN COMPUTER SERVICES	6/25/2020	\$440.00	
Paid Chk# 056521 PLUNKETT S PEST CONTROL	6/25/2020	\$70.60	
Paid Chk# 056522 R HOME	6/25/2020	\$9,750.00	Street Deposit Escrows - 5111
Paid Chk# 056523 RON SCHROEDER CONTRACTIN	6/25/2020	\$416.68	Library
Paid Chk# 056524 SPRINT - CELL	6/25/2020	\$309.90	
Paid Chk# 056525 THE BROKEN BOLT	6/25/2020	\$677.00	
Paid Chk# 056526 US BANK	6/25/2020	\$38,335.00	Series 2018A
Paid Chk# 056527 USA BLUEBOOK	6/25/2020	\$240.12	
Paid Chk# 056528 VISA	6/25/2020	\$786.05	
Paid Chk# 056529 WASTEWATER COMMISSION	6/25/2020	\$14,000.00	3006 Cedar Blvd
Paid Chk# 056530 WRIGHT HENNEPIN ELECTRIC	6/25/2020	\$758.00	
Paid Chk# 056531 ALLERSON, NICK	7/6/2020	\$0.58	Delivery Reimbursement

CITY OF HOWARD LAKE

07/17/20 8:01 AM

Page 3

***Check Summary Register©**

Cks 6/17/2020 - 7/21/2020

	Name	Check Date	Check Amt	
Paid Chk# 056532	ARCTIC GLACIER ICE, INC	7/6/2020	\$346.61	
Paid Chk# 056533	BELLBOY CORPORATION	7/6/2020	\$8,024.68	
Paid Chk# 056534	BREAKTHRU BEVERAGE	7/6/2020	\$5,876.63	
Paid Chk# 056535	C & C EMBROIDERY	7/6/2020	\$311.00	
Paid Chk# 056536	C & L DISTRIBUTING	7/6/2020	\$476.60	Beer
Paid Chk# 056537	CAPITOL BEVERAGE SALES	7/6/2020	\$6,644.52	
Paid Chk# 056538	DAHLHEIMER BEVERAGE LLC	7/6/2020	\$12,472.95	
Paid Chk# 056539	FERRELL, JUSTINA	7/6/2020	\$2.88	Delivery Reimbursement
Paid Chk# 056540	JOHNSON BROTHERS LIQUOR C	7/6/2020	\$2,644.92	
Paid Chk# 056541	LAWAY, MYRA	7/6/2020	\$2.30	Delivery Reimbursement
Paid Chk# 056542	LOCHER BROS, INC	7/6/2020	\$5,431.59	
Paid Chk# 056543	MARSCHER, KAITLYN	7/6/2020	\$2.30	Delivery Reimbursement
Paid Chk# 056544	MCALPINE, DEBRA	7/6/2020	\$5.18	Delivery Reimbursement
Paid Chk# 056545	MILLNER HERITAGE	7/6/2020	\$153.00	
Paid Chk# 056546	PAUSTIS WINE COMPANY	7/6/2020	\$260.25	
Paid Chk# 056547	PHILLIPS WINE & SPIRITS	7/6/2020	\$1,991.88	
Paid Chk# 056548	SOUTHERN GLAZERS OF MN	7/6/2020	\$841.28	
Paid Chk# 056549	VINOCOPIA, INC	7/6/2020	\$122.50	
Paid Chk# 056550	WINE MERCHANTS	7/6/2020	\$1,315.85	
Paid Chk# 056551	ZEBRO, ALISON	7/6/2020	\$1.73	Delivery Reimbursement
Paid Chk# 056552	DAHLHEIMER BEVERAGE LLC	7/7/2020	\$140.00	
Paid Chk# 056553	BOLTON & MENK, INC	7/9/2020	\$22,050.00	
Paid Chk# 056554	BUILDERS FIRST SOURCE	7/9/2020	\$13.20	
Paid Chk# 056555	CARLSONSV CPAS & ADVISORS	7/9/2020	\$421.58	
Paid Chk# 056556	CENTERPOINT ENERGY	7/9/2020	\$47.76	
Paid Chk# 056557	CENTURYLINK	7/9/2020	\$598.13	
Paid Chk# 056558	CINTAS	7/9/2020	\$782.37	
Paid Chk# 056559	COKATO TRANSPORTATION, IN	7/9/2020	\$79.00	Clayton Prestidge
Paid Chk# 056560	CORE & MAIN	7/9/2020	\$1,317.38	
Paid Chk# 056561	CROSSROADS ANIMAL SHELTE	7/9/2020	\$63.69	
Paid Chk# 056562	CUSTOMIZED FIRE RESCUE TR	7/9/2020	\$1,150.00	
Paid Chk# 056563	DAVIS CONSTRUCTION COMPA	7/9/2020	\$144.00	Central Park
Paid Chk# 056564	DONAHUE, MEAGAN	7/9/2020	\$215.00	CELL ALLOWANCE - JULY
Paid Chk# 056565	DRAKE CONSTRUCTION	7/9/2020	\$950.00	STREET DEPOSIT REIMBURSEMENT
Paid Chk# 056566	FINKEN WATER SOLUTIONS	7/9/2020	\$5.00	
Paid Chk# 056567	FROOGLE, LLC	7/9/2020	\$50.00	
Paid Chk# 056568	FURTHER	7/9/2020	\$4.75	
Paid Chk# 056569	GOPHER STATE ONE-CALL, INC	7/9/2020	\$91.00	
Paid Chk# 056570	HAGGENMILLER, NICK	7/9/2020	\$365.00	CELL PHONE - JULY
Paid Chk# 056571	HAWKINS, INC	7/9/2020	\$5.00	
Paid Chk# 056572	HERALD JOURNAL PUBLISHING	7/9/2020	\$231.84	
Paid Chk# 056573	HL PIT STOP	7/9/2020	\$1,431.86	
Paid Chk# 056574	HOWARD LAKE FOODS	7/9/2020	\$31.75	
Paid Chk# 056575	J & R WASTEWATER, INC	7/9/2020	\$4,361.25	
Paid Chk# 056576	JOES SPORT SHOP	7/9/2020	\$586.91	
Paid Chk# 056577	LAKESCAPES LLC	7/9/2020	\$1,435.00	LIONS BEACH
Paid Chk# 056578	LAWAY, MYRA	7/9/2020	\$65.00	CELL PHONE - JULY
Paid Chk# 056579	LEAGUE OF MN CITIES INS TRU	7/9/2020	\$5,876.00	ACCOUNT 40002720
Paid Chk# 056580	MARCO TECHNOLOGIES LLC-PH	7/9/2020	\$446.64	
Paid Chk# 056581	MEDIACOM LLC	7/9/2020	\$156.90	
Paid Chk# 056582	MIDWEST MACHINERY CO	7/9/2020	\$18.81	
Paid Chk# 056583	NELSON ELECTRIC MOTOR REP	7/9/2020	\$1,685.00	
Paid Chk# 056584	NGO, TOMMY	7/9/2020	\$121.82	UTILITY REIMBURSEMENT
Paid Chk# 056585	PRESTIDGE, CLAYTON	7/9/2020	\$65.00	CELL PHONE - JULY
Paid Chk# 056586	R HOME	7/9/2020	\$1,900.00	424 TERNING WAY - STREET DEPOS
Paid Chk# 056587	STANLEY, BRIDGET	7/9/2020	\$65.00	CELL PHONE ALLOWANCE - JULY

CITY OF HOWARD LAKE

07/17/20 8:01 AM

Page 4

***Check Summary Register©**

Cks 6/17/2020 - 7/21/2020

	Name	Check Date	Check Amt	
Paid Chk# 056588	STREICH, AMY	7/9/2020	\$138.35	UTILITY REIMBURSEMENT
Paid Chk# 056589	STREICHERS	7/9/2020	\$124.98	CASSIDY, JOSH
Paid Chk# 056590	T & T SERVICES	7/9/2020	\$550.00	
Paid Chk# 056591	VITAL SIGNS	7/9/2020	\$5,239.00	
Paid Chk# 056592	WASTEWATER COMMISSION	7/9/2020	\$56,347.18	MAY 2020 LESS FORSMANS PORTION
Paid Chk# 056593	WEIDNER PLUMBING & HEATIN	7/9/2020	\$299.50	
Paid Chk# 056594	WRIGHT COUNTY IT	7/9/2020	\$1,200.00	
Paid Chk# 056595	XCEL ENERGY	7/9/2020	\$7,128.01	
Paid Chk# 056596	ZWILLING, TROY	7/9/2020	\$65.00	CELL PHONE - JULY
Paid Chk# 056597	ARCTIC GLACIER ICE, INC	7/15/2020	\$473.35	
Paid Chk# 056598	BELLBOY CORPORATION	7/15/2020	\$1,445.82	
Paid Chk# 056599	CAPITOL BEVERAGE SALES	7/15/2020	\$11,088.05	
Paid Chk# 056600	CUB FOODS	7/15/2020	\$315.41	
Paid Chk# 056601	DAHLHEIMER BEVERAGE LLC	7/15/2020	\$5,555.37	
Paid Chk# 056602	JOHNSON BROTHERS LIQUOR C	7/15/2020	\$1,204.53	
Paid Chk# 056603	LOCHER BROS, INC	7/15/2020	\$7,076.40	
Paid Chk# 056604	PHILLIPS WINE & SPIRITS	7/15/2020	\$974.58	
Paid Chk# 056605	RED BULL DISTRIBUTION CO, IN	7/15/2020	\$334.07	
Paid Chk# 056606	SOUTHERN GLAZERS OF MN	7/15/2020	\$979.80	Delivered on 07/08/2020
Paid Chk# 056607	VINOCOPIA, INC	7/15/2020	\$83.50	
Paid Chk# 056608	COURI & RUPPE, P.L.L.P.	7/16/2020	\$225.00	
Paid Chk# 056609	DAVID DROWN ASSOCIATES	7/16/2020	\$4,500.00	
Paid Chk# 056610	FORSMAN FARMS	7/16/2020	\$126,346.47	1st Half Pay 2020
Paid Chk# 056611	JOES SPORT SHOP	7/16/2020	\$482.16	
Paid Chk# 056612	KRUEGER, ALEXANDRA & JACO	7/16/2020	\$102.91	Utility Reimbursement
Paid Chk# 056613	MAGES TRUCK & TRAILER SERV	7/16/2020	\$1,253.39	
Paid Chk# 056614	MARCO TECHNOLOGIES LLC-PR	7/16/2020	\$166.48	
Paid Chk# 056615	MEDIACOM LLC	7/16/2020	\$256.17	
Paid Chk# 056616	MENARDS-BUFFALO	7/16/2020	\$11.98	
Paid Chk# 056617	METRO WEST INSPECTION SER	7/16/2020	\$4,573.56	
Paid Chk# 056618	MIDWEST MACHINERY CO	7/16/2020	\$25.21	
Paid Chk# 056619	MN PEIP	7/16/2020	\$13,255.76	
Paid Chk# 056620	MN UI FUND	7/16/2020	\$1,295.83	
Paid Chk# 056621	MN VALLEY TESTING LAB	7/16/2020	\$47.00	
Paid Chk# 056622	MUMFORD SANITATION-1	7/16/2020	\$356.69	
Paid Chk# 056623	NELSON ELECTRIC MOTOR REP	7/16/2020	\$135.00	
Paid Chk# 056624	NORTHWEST ASSOC CONSULT	7/16/2020	\$267.30	
Paid Chk# 056625	OFFICE DEPOT	7/16/2020	\$161.32	
Paid Chk# 056626	PLUNKETT S PEST CONTROL	7/16/2020	\$201.27	
Paid Chk# 056627	RIDGEVIEW CLINICS	7/16/2020	\$50.00	
Paid Chk# 056628	STREICHERS	7/16/2020	\$15.98	
Paid Chk# 056629	SWANSON, JASON	7/16/2020	\$739.10	
Paid Chk# 056630	SWANSON-PETERSON FUNERA	7/16/2020	\$5,000.00	
Paid Chk# 056631	THE LODGE OF HOWARD LAKE	7/16/2020	\$22,881.41	1st Half Pay 2020
Paid Chk# 056632	VAN DELIST, TOM	7/16/2020	\$200.00	CREDIT CARD MACHINE-CITY HALL
Paid Chk# 056633	VESSCO, INC	7/16/2020	\$1,650.00	
Paid Chk# 056634	WRIGHT COUNTY IT	7/16/2020	\$2,200.00	
Paid Chk# 056635	ZWILLING, TROY	7/16/2020	\$62.40	Postage Reimbursement
Paid Chk# 500882E	BOBROWSKE, KEITH	6/19/2020	\$133.91	
Paid Chk# 500883E	HAGGENMILLER, NICHOLAS A	6/19/2020	\$2,919.06	
Paid Chk# 500884E	KUTZ, KENNETH	6/19/2020	\$196.48	
Paid Chk# 500885E	LAWAY, MYRA	6/19/2020	\$1,637.89	
Paid Chk# 500886E	SZCZEPANIK, DARIUSZ J	6/19/2020	\$1,666.12	
Paid Chk# 500887E	THOMPSON, DAVID G	6/19/2020	\$1,870.09	
Paid Chk# 500888E	ZANDER, SHARI	6/19/2020	\$1,098.77	
Paid Chk# 500889E	ANDERSON, ERIC J.	6/19/2020	\$1,862.81	

CITY OF HOWARD LAKE

07/17/20 8:01 AM

Page 5

***Check Summary Register©**

Cks 6/17/2020 - 7/21/2020

Name	Check Date	Check Amt
Paid Chk# 500890E GILBERT, EMMAGENE	6/19/2020	\$865.79
Paid Chk# 500891E MUNSON, ALLAN W.	6/19/2020	\$865.79
Paid Chk# 500892E THEISEN, MEAGAN	6/19/2020	\$1,530.55
Paid Chk# 500893E YUNKER, JEAN	6/19/2020	\$551.49
Paid Chk# 500894E PRESTIDGE, CLAYTON P	6/19/2020	\$1,274.55
Paid Chk# 500895E STANLEY, BRIDGET	6/19/2020	\$1,089.29
Paid Chk# 500896E ZWILLING, TROY	6/19/2020	\$1,912.79
Paid Chk# 500897E KITTOCK, BRIAN	6/19/2020	\$110.82
Paid Chk# 500898E PETERSON, DAVID T	6/19/2020	\$198.55
Paid Chk# 500899E STUEVEN, MARK J	6/19/2020	\$87.73
Paid Chk# 500900E YOKIEL, ANDREW J	6/19/2020	\$554.20
Paid Chk# 500901E FERRELL, JUSTINA LYNN	6/19/2020	\$391.73
Paid Chk# 500902E FIE, KYLEE	6/19/2020	\$293.11
Paid Chk# 500903E MARSCHEL, KAITLYN J	6/19/2020	\$227.95
Paid Chk# 500904E MCALPINE, DEBRA-ANN	6/19/2020	\$400.17
Paid Chk# 500905E RUOHO, EMILY	6/19/2020	\$40.52
Paid Chk# 500906E SIMPSON, MATTHEW L	6/19/2020	\$69.26
Paid Chk# 500907E HAGGENMILLER, NICHOLAS A	7/3/2020	\$2,919.06
Paid Chk# 500908E LAWAY, MYRA	7/3/2020	\$1,909.84
Paid Chk# 500909E SZCZEPANIK, DARIUSZ J	7/3/2020	\$1,666.12
Paid Chk# 500910E THOMPSON, DAVID G	7/3/2020	\$1,870.09
Paid Chk# 500911E THOMPSON, KYLE	7/3/2020	\$183.11
Paid Chk# 500912E ZANDER, SHARI	7/3/2020	\$1,158.53
Paid Chk# 500913E ANDERSON, ERIC J.	7/3/2020	\$1,862.81
Paid Chk# 500914E THEISEN, MEAGAN	7/3/2020	\$1,530.55
Paid Chk# 500915E YUNKER, JEAN	7/3/2020	\$554.46
Paid Chk# 500916E PRESTIDGE, CLAYTON P	7/3/2020	\$1,370.12
Paid Chk# 500917E STANLEY, BRIDGET	7/3/2020	\$915.03
Paid Chk# 500918E ZWILLING, TROY	7/3/2020	\$1,825.67
Paid Chk# 500919E FERRELL, JUSTINA LYNN	7/3/2020	\$344.64
Paid Chk# 500920E FIE, KYLEE	7/3/2020	\$16.38
Paid Chk# 500921E MARSCHEL, KAITLYN J	7/3/2020	\$195.02
Paid Chk# 500922E MCALPINE, DEBRA-ANN	7/3/2020	\$458.41
Paid Chk# 500923E RUOHO, EMILY	7/3/2020	\$212.49
Total Checks		\$681,468.11

CITY OF HOWARD LAKE

07/17/20 8:26 AM

Page 1

***Check Summary Register©**

Cks 6/17/2020 - 7/21/2020

Name	Check Date	Check Amt	
1012 CAB - AMBULANCE			
Paid Chk# 000006E CUSTOMERS-AMBULANCE	6/25/2020	\$54.00	Return Check - Strohschein
Paid Chk# 000007E CITIZENS ALLIANCE BANK	6/25/2020	\$7.50	Service Fee
Paid Chk# 000008E CITIZENS ALLIANCE BANK	6/25/2020	\$7.50	Service Charge
Paid Chk# 005660 ALLINA HEALTH EMS	7/15/2020	\$600.00	
Paid Chk# 005661 BOUNDTREE MEDICAL	7/15/2020	\$128.03	
Paid Chk# 005662 CENTRAL MCGOWAN, INC	7/15/2020	\$25.77	
Paid Chk# 005663 CITY OF HOWARD LAKE	7/15/2020	\$3,310.00	
Paid Chk# 005664 JOES SPORT SHOP	7/15/2020	\$477.15	
Paid Chk# 005665 KEAVENY PHARMACY	7/15/2020	\$439.78	Acct# 33675
Paid Chk# 005666 RIDGEVIEW CLINICS	7/15/2020	\$200.00	
Total Checks		\$5,249.73	



HOWARD LAKE CITY COUNCIL MEETING

JULY 21, 2020

AGENDA ITEM: Consider Approving City Administrator to Wright County EDA Committee

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: Wright County is establishing a committee to explore the creation of a county wide economic development authority. The exploratory committee will provide input to the type of structure that will best serve the county for economic development. If created the actual EDA Board will serve primarily as a working committee on the redevelopment of the current county court house site in downtown Buffalo. The group is anticipated to meet 3-6 times between July and the end of the year during normal working hours.

DECISION MAKING METRICS:

FINANCIAL: There is no financial cost to the City.

LEGAL: Wright County Commissioners have appointed Haggenmiller subject to council approval.

STRATEGIC PLAN: Deliver High Quality Services – Encourage Creative and Cooperative Service Delivery

COUNCIL ACTION REQUESTED: Confirm appointment of Haggenmiller to Wright County EDA Exploratory Committee.

ATTACHMENTS:

1. Letter from Wright County – Appointing Haggenmiller



Board of Commissioners

Christine Husom, District 1
Darek Vetsch, District 2
Mark Daleiden, District 3
Michael Potter, District 4
Charles Borrell, District 5

10 2nd St. NW, Room 235
Buffalo, MN 55313

Ph: (763) 682-7378
Fax: (763) 682-6178

www.co.wright.mn.us

June 25, 2020

Nick Haggemiller
City of Howard Lake
cityadmin@howard-lake.mn.us

Dear Nick:

Congratulations! The Wright County Board of Commissioners appreciates your interest in its advisory committee regarding the potential creation of a County Economic Development Authority (EDA), and hereby asks you to serve. The advisory committee will include:

- County Commissioners Michael Potter and Darek Vetsch
- Three Township and Five City / EDA Officials (One City / EDA per County District)
- Three Private Sector and Nonprofit Development Representatives

Minnesota Statutes, Section 469.1082, Subdivision 2 requires that political subdivision representatives “be selected by their local governments” and so the next step is for the eight proposed Township and City / EDA members to be named to the advisory committee by their respective governing bodies. State law does not specify a process for this selection and so it may occur via approval of a consent agenda item, motion, or resolution – so long as the appointment is reflected in the governing body’s meeting minutes.

The County asks that selections occur at July meetings of the relevant local entities so that the first committee meeting may occur in early August. A total of 3-4 meetings are expected, concluding with the committee submitting its report to the County in late October.

The advisory committee’s mandate is two-fold: First, it must report on several topics listed in M.S. 469.1082, including a “recommendation for the preferred organizational option for a county economic development service provider”. And second, although the County is exploring an EDA primarily as a tool to facilitate redevelopment of its current Government Center and Health and Human Services properties, the County Board asks the committee to discuss and share thoughts on the broader question of whether and how a potential County EDA should partner with other organizations in economic development efforts.

Finally, Bruce Kimmel and Chris Mickelson from Ehlers will be organizing the committee’s work on the County’s behalf. Expect to see emails from them regarding (1) the above local entity appointments, if applicable to you, and (2) potential dates / times for the first meeting in August. Thank you for your willingness to assist and advise the County in this endeavor.

Sincerely,

Christine Husom
Chair, Wright County Board of Commissioners



HOWARD LAKE CITY COUNCIL MEETING

July 21, 2020

AGENDA ITEM: Consider Resolution Certifying Delinquent Utility Fees and Charges to Property Taxes

SECTION: Consent

FROM: Shari Zander, Accountant/Treasurer

BACKGROUND: The resolution and attached list identify properties to be assessed for delinquent utilities as outlined in Chapter 10.01 of the City Code. Utility accounts are more than 60 days past due. All property owners included on the assessment roll were sent notices and given the opportunity to pay their bill by July 15, 2020. A current list of outstanding charges is included in Exhibit A of the resolution, which will be made available at the meeting.

DECISION MAKING METRICS:

FINANCIAL: Included on Exhibit A of the attached Resolution.

LEGAL: The assessment procedure is stipulated in Chapter 10.01 of City Code.

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

COUNCIL ACTION REQUESTED: Adopt Resolution 20-08 Certifying Delinquent Utility Fees and Charges to Property Taxes.

ATTACHMENTS:

1. Resolution 20-08



HOWARD LAKE CITY COUNCIL MEETING

JULY 21, 2020

AGENDA ITEM: Consider MOU for CARES Act Funding for the 2020 Election

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: The Federal CARES Act provided Wright County with funding to offset additional expenses incurred due to the Covid-19 pandemic. Wright County has distributed funds to all election precincts based on population. Howard Lake will receive \$866.

In order to receive said funds, the MOU must be entered upon between the City and Wright County. The MOU stipulates terms of funding – specifically that the municipality must provide a match of 20% for 80% of the funding from the CARES act. Additionally, expenses must be used for eligible expenses to protect election judges and the general public personal protective equipment for the election.

DECISION MAKING METRICS:

FINANCIAL: The City will receive \$866 to offset additional expenses related to Covid19 for the primary and general elections.

LEGAL: The MOU was drafted and provided by Wright County to all cities within the county.

STRATEGIC PLAN: Ensure a Safe and Healthy Community

COUNCIL ACTION REQUESTED: Approve MOU for Cares Act Funding for the 2020 Election

ATTACHMENTS:

1. MOU for Cares Act Funding for the 2020 Election

MEMORANDUM OF UNDERSTANDING FOR CARES ACT FUNDING FOR THE 2020 MINNESOTA PRIMARY AND GENERAL ELECTIONS

WHEREAS, the Minnesota Secretary of State requires that the County of Wright and City of Howard Lake, hereinafter the “local election jurisdiction” enter into a written agreement concerning the use of funds from the CARES Act;

WHEREAS, the County of Wright and local election jurisdiction agree this Memorandum of Understanding shall serve as the written agreement between the parties;

WHEREAS, the CARES Act provides up to 80% reimbursement, with a 20% local match, for election related expenses incurred because of the COVID-19 pandemic;

WHEREAS, the County of Wright agrees the local election jurisdiction named below is entitled to CARE Act funding up to 80% for all eligible expenses provided the local jurisdiction provides a 20% match;

NOW THEREFORE BE IT RESOLVED, that the parties agree as follows:

1. The County of Wright and the local election jurisdiction named herein agree the local election jurisdiction is entitled to the maximum CARES Act election funding match of up to 80% for all election related expenses due to the COVID-19 pandemic. The local election jurisdiction agrees it will provide a 20% match. The parties agree this agreement is not a guarantee for funding and is dependent upon eligible funds being provided to the County of Wright and the local election jurisdiction by the State of Minnesota and the United States Department of Treasury. The estimated amount of funds eligible for distribution by Wright County is \$98,281.35. It is anticipated the funds for each local election jurisdiction will not exceed the Default Municipal Allocation as determined by the Minnesota Secretary of State. If total claims aggregate claims for Wright County exceed \$98,281.35, the reimbursements may either be reduced at a prorated amount among all of Wright County’s election jurisdictions or it may be denied entirely at the sole discretion of the Wright County Auditor/Treasurer, however, it is anticipated that each jurisdiction will receive at a minimum their default allocation.
2. **Minnesota Data Practice Act.** All data collected, created, received, maintained, or disseminated by the parties because of this Agreement is governed by the Minnesota Statutes Chapter 13, the Minnesota Government Data Practices Act. Pursuant to Minn. Stat. § 16C.05, Subd. 5, the parties agree to provide each other, the Minnesota Secretary of State, the Minnesota State Auditor, or any authorized representatives of either, access to and the right to examine, audit, excerpt and transcribe any books, documents or other records pertinent to this agreement. The parties further agree to maintain these records for the full audit period.
- 7 **Indemnification.** The local election jurisdiction agrees to indemnify and hold harmless the County and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys’ and other professional fees, resulting directly or indirectly from any negligent, tortious or

illegal act or omission, including without limitation, professional errors or omissions by the local election jurisdiction (including its officers, employees, agents and subcontractors) arising from the performance of its services or acts pursuant to this Agreement, and against all loss by reason of the failure of the local election jurisdiction, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all funds, materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth in this agreement. The terms and provisions of this section shall survive the expiration, suspension or termination of this Agreement.

LOCAL ELECTION JURISDICTION:

The Local Election Jurisdiction certifies that the appropriate person(s) have executed the contract on behalf of Local Election Jurisdiction as required by applicable statutes, resolutions or ordinances.

By (authorized signature and printed name)
Title
Date
Name of Local Election Jurisdiction

By (authorized signature and printed name)
Title
Date
Name of Local Election Jurisdiction

COUNTY OF WRIGHT

By: _____

Its: _____

MANAGEMENT REPRESENTATION LETTER

June 23, 2020

CarlsonSV LLP

This representation letter is provided in connection with your audit of the financial statements of City of Howard Lake, which comprise the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information as of December 31, 2019, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of June 23, 2020, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 18, 2019, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting City.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
- 8) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 9) Guarantees, whether written or oral, under which the City is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 10) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the City from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of City Council or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 11) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 12) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 13) We have no knowledge of any fraud or suspected fraud that affects the City and involves—
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
- 14) We have no knowledge of any allegations of fraud or suspected fraud affecting the City's financial statements communicated by employees, former employees, regulators, or others.

- 15) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 16) We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments that are required to be accrued or disclosed in the financial statements, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- 17) We have disclosed to you the identity of the City's related parties and all the related party relationships and transactions of which we are aware.

Government-specific

- 18) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 19) We have a process to track the status of audit findings and recommendations.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 21) We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 22) The City has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and fund balance or net position.
- 23) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 24) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.
- 25) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
- 26) We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.

- 27) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 28) As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.
- 29) The City has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 30) The City has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 31) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
- 32) The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34.
- 33) All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 34) Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 35) Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- 36) Provisions for uncollectible receivables have been properly identified and recorded.
- 37) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 38) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 39) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

- 40) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 41) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 42) We have appropriately disclosed the City's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 43) We are following *GASB Statement No. 54, paragraph 18*, to determine the fund balance classifications for financial reporting purposes.
- 44) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 45) With respect to the combining statements and individual fund statements)
- a) We acknowledge our responsibility for presenting the supplementary information in accordance with accounting principles generally accepted in the United States of America, and we believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

Signature: _____

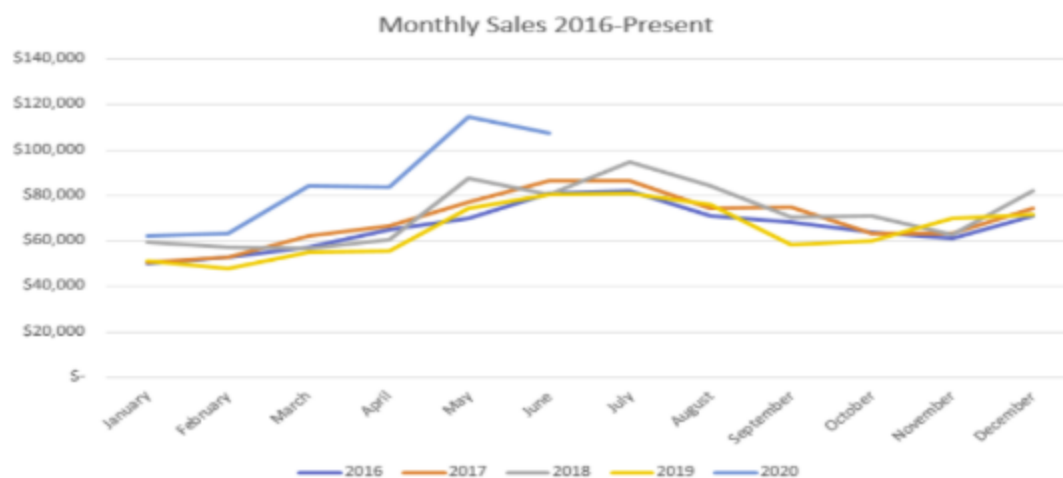
Title: _____

Howard Lake Wine & Spirits KPI Dashboard

Sales by Category, June 2020

Item category Description	Rank	Period	Sales	Profit \$	Profit %	# of tickets	Average ticket
N/A	1	A	0.00	0.00	0.0	1	0.00
BEER	2	A	65,838.92	15,023.38	22.9	3,154	20.81
LIQUOR	3	A	31,833.98	9,006.29	28.3	1,806	19.82
LOYALTY	4	A	-1,170.00	-1,170.00	100.0	114	-10.26
MISC ITEM	5	A	2,469.95	847.87	34.3	313	7.89
NONTAX	6	A	2,453.59	997.31	40.6	393	6.24
WINE	7	A	6,230.99	1,895.71	30.4	334	18.66
Report totals	7 groups	A	107,457.43	26,001.56	24.8		

YTD Sales



*Winstock, graduations & other cancellations likely kept sales down a bit

Purchasing Analysis-OTB

June 2020

Department : Beer				Description : Beer			
June Sales				Beginning Inventory		Turn Rates	
Projected	Actual	Diff	% Diff	Projected	Actual	Projected	Actual
49,342	50,508	1,166	2.4	44,408	35,167	13.3	17.2

Department : Liquor				Description : Liquor			
June Sales				Beginning Inventory		Turn Rates	
Projected	Actual	Diff	% Diff	Projected	Actual	Projected	Actual
22,411	22,828	417	1.9	88,523	94,991	3.0	2.9

Department : Misc Item				Description : Taxable			
June Sales				Beginning Inventory		Turn Rates	
Projected	Actual	Diff	% Diff	Projected	Actual	Projected	Actual
1,847	1,610	-237	-12.8	2,364	3,739	9.4	5.2

Department : NonTax				Description : Misc not taxable			
June Sales				Beginning Inventory		Turn Rates	
Projected	Actual	Diff	% Diff	Projected	Actual	Projected	Actual
1,716	1,456	-260	-15.2	1,613	1,718	12.7	10.2

Department : Wine				Description : Wine			
June Sales				Beginning Inventory		Turn Rates	
Projected	Actual	Diff	% Diff	Projected	Actual	Projected	Actual
5,003	4,334	-669	-13.4	21,663	34,097	2.8	1.5

INVENTORY PURCHASING JUNE 2020						
	WINE	BEER	LIQUOR	MISC	NONTAX	TOTAL
OTB Budget	\$ -	\$ 83,956	\$ 15,494	\$ 6,176	\$ 5,248	\$110,874
Actual	\$ 5,327	\$ 57,408	\$ 29,702	\$ 1,805	\$ 1,462	\$ 95,704
Under/Over	\$ (5,327)	\$ 26,548	\$ (14,208)	\$ 4,371	\$ 3,786	\$ 15,170

The goal of the Open To Buy project is to increase profits by only purchasing inventory needed to meet sales demand for the turn period (1 turn = 1 month). I entered June sales projections in late May to determine a limit on department purchasing for June. This is repeated monthly so that we can drive year-end inventory to a balance that meets or exceeds our projected (desired) turn ratio.

The top report lays out how accurate my sales projections were for June, inventory levels and our current turn rates. I hope to improve my Misc, Non Tax and Wine projections with more time & experience.

The next report shows we came in under the OTB budget by almost 14% in June, despite the fact that we overspent in a couple of departments. Remember our finish line is the end of the year, and the OTB has seasonality (sales and purchasing) "built into" the system. Ok to buy when the price is right-as long as it sells!

If my numbers are reasonably correct, looking out at the OTB for the remainder of the year, it is likely that except for beer, we will essentially finish 2020 buying before Thanksgiving.

Analysis: Hours of Operation

June 2020

Opening hours were extended until 10pm for June weekends. Was it worth the effort?

OPEN HOURS 6/2020		Sales	Sales/Hr
9:00 AM	10:00 AM	\$ 1,690	\$ 65
10:00 AM	11:00 AM	\$ 5,878	\$ 226
11:00 AM	12:00 PM	\$ 9,371	\$ 312
12:00 PM	1:00 PM	\$ 9,127	\$ 304
1:00 PM	2:00 PM	\$ 10,409	\$ 347
2:00 PM	3:00 PM	\$ 12,694	\$ 423
3:00 PM	4:00 PM	\$ 13,870	\$ 462
4:00 PM	5:00 PM	\$ 16,041	\$ 535
5:00 PM	6:00 PM	\$ 12,167	\$ 406
6:00 PM	7:00 PM	\$ 8,333	\$ 321
7:00 PM	8:00 PM	\$ 4,901	\$ 189
8:00 PM	9:00 PM	\$ 2,197	\$ 275
9:00 PM	10:00 PM	\$ 781	\$ 98
<i>* 9-10 AM sales were likely made shortly before officially opening for the day at 10 AM</i>			

- No, there is little reason to remain open past 8 PM
- Break Even is \$200/ hour
 - Hourly data above includes weekends & Sundays
- Sundays are typically profitable every hour (11am-6pm)
- We will finish the summer with the current schedule
- From October 1, 2020 - May 1, 2020
 - 10am-8pm Monday - Saturday
 - 11am - 4pm Sundays



HOWARD LAKE CITY COUNCIL MEETING

JULY 21, 2020

AGENDA ITEM: Consider Modifying Ordinance 12.02 – No Parking North Imhoff Avenue

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: City Ordinance 12.02 – Parking regulates various parking matters on city streets and in public parking lots. With the reconstruction and addition of the road/trailway on Imhoff Avenue, we have experienced parking and pavement related issues. Specifically, vehicles parking on the north side of Imhoff have damaged the pavement, damaged the narrow boulevard and partially blocked pedestrians from full use of the trail.

Some of these issues are immediately responsible to construction of homes on Imhoff. However, residents and visitors who park on the north side are still part of the issue that could be remedied with an ordinance modification. The language included in the revised ordinance seeks to prohibit parking on the north side of Imhoff. Similar to many city ordinances, the intent would be to educate first, enforce after. Violators would be subject to an administrative citation, if issued by the responding officer.



Additional Revisions

During the review for Imhoff Parking, the ordinance was compared to other cities and current templates provided by the League of Minnesota Cities as well as reviewed by the city planner. The following additional modifications and additions are proposed:

- Prohibits vehicles and trailers longer than 20' in most business and industrial districts.
- Requires vehicles to be parked parallel and on the far-right side of roadways with no curb.
- Classifies different parking violations including double parking, U-turns.
- Indicates that there is "no parking" wherever the city posts "no parking"
- Explicitly prohibits parking on the north side of Imhoff Avenue.

FINANCIAL: To revise the ordinance, provide proper publication, install signage there would be an expense of about \$1,500.

LEGAL: The City would be required to follow proper notification and posting requirements for this stretch of road. The process is included under general background.

STRATEGIC PLAN:

- Deliver high quality reliable infrastructure.
- Develop a livable community for all.

COUNCIL ACTION REQUESTED: Approve Ordinance Modification to Chapter 12.02 – Prohibiting Parking on north side of Imhoff Avenue.

ATTACHMENTS:

1. City Ordinance Chapter 12.02 – Parking

Ordinance No. 20-03

CITY OF HOWARD LAKE
COUNTY OF WRIGHT
STATE OF MINNESOTA

AN ORDINANCE AMENDING THE HOWARD LAKE CITY CODE REGARDING
ANIMALS

THE CITY COUNCIL OF HOWARD LAKE ORDAINS:

Section 1. Code Amended. Chapter 12.02 of the Howard Lake City Code is hereby amended to read as follows:

Chapter 12.02

Regulating Parking On City Street And In Municipal Parking Lots

Section 1. General Prohibitions. It is unlawful for any person to stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the specific directions of a police officer or traffic control device in any of the following places: (1) on a sidewalk or trailway; (2) in front of a public or private driveway or trailway; (3) within an intersection; (4) within ten feet of a fire hydrant or mailbox; (5) on a crosswalk; (6) within 20 feet of a crosswalk at any intersection; (7) in a signposted fire lane; (8) within 30 feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway; (9) within 50 feet of the nearest rail of a railroad crossing; (10) within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of said entrance when properly signposted; (11) alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic; (12) on the roadway side of any vehicle stopped or parked at the edge or curb of a street; (13) at any place where official signs prohibit or restrict stopping, parking or both; (14) in any alley, except for loading or unloading and then only so long as reasonably necessary for such loading and unloading to or from adjacent premises; (15) on any boulevard; or (16) in a handicapped zone unless the vehicle has handicapped plates or a sticker authorizing such parking.

Section 2. Parallel Parking. Unless otherwise ordered by proper signs, all vehicles shall be parked parallel to the curb immediately adjacent to which said vehicle is parked. Except where angle parking is specifically allowed and indicated by curb marking or sign posting or both, each vehicle stopped or parked upon a twoway road where there is an adjacent curb shall be stopped or parked with the right hand wheels of the vehicle parallel with and within 12 inches of the right hand curb; and where painted markings occur on the curb or the street, such vehicles shall be within such front and rear markings provided that upon a one-way roadway all vehicles shall be so parked except that the left hand vehicle may be parallel with and within 12 inches from the left hand curb, but the front of the vehicle in any event and with respect to the remainder of the vehicle shall be in the direction of the flow of traffic upon such one-way street.

Section 3. Angle Parking. Where angle parking has been established on a public street or in a public or private parking lot and is allowed as shown by curb marking or a sign posting or both, each vehicle stopped or parked shall be at angle of approximately 45 to 60 degrees with the front wheel touching the curb and within any parking lines painted on the curb or street provided that the front wheel not touching the curb shall be the portion of the vehicle furthest in the direction of the one-way traffic.

Section 4. Parking on Streets with No Curb. Upon streets not having a curb, each vehicle shall be stopped or parked parallel and to the right of the paving, improved or main traveled part of the street, and it is unlawful to park in violation of this section.

Section 5. Time. No person shall park a motor vehicle upon the following named streets within the City of Howard Lake, Minnesota for a longer consecutive period than two hours:

On Sixth Street from Seventh Avenue to Tenth Avenue
On Seventh Avenue from Sixth Street to Seventh Street
On Eighth Avenue from Sixth Street to Seventh Street

Subdivision 1. The Chief of Police of the City of Howard Lake with the approval of the City Council shall have the authority to limit the time which a motor vehicle may be parked on the streets, alleys, or parking lots of the City of Howard Lake, or any part thereof. In no event shall the consecutive period of parking in a parking zone be restricted to less than five minutes. Said parking restrictions shall become effective upon the erection of signs designating the parking zone and parking time limit in said restricted parking zone.

Section 6. Length of Vehicle. No operator shall park any vehicle with an over-all length of more than 20 feet upon any of the streets within the B-1, B-2, I-1, or I-2 Zoning Districts of the city except for the purpose of loading or of unloading merchandise and then only for such period as is reasonable necessary to complete said loading or unloading merchandise and then only for such period as is reasonable necessary to complete said loading or unloading.

Section 7. Double Parking. No vehicle shall be parked double on a public street except for loading purposes for the purposes of receiving or discharging passengers, and then only for such time as is reasonably necessary for such business, and in a manner not to obstruct other vehicles from passing.

Section 8. U-Turns. No operator of any vehicle shall make a u-turn on any of the business streets between Street intersections.

Section 9. Loading Zones. Parking shall not be permitted in loading zones for motor vehicle common carriers, or between the signs designating said loading zones.

Section 10. Towed Vehicles. Any law enforcement officer may remove a vehicle from a street to a garage or other place of safety when the vehicle is left unattended and constitutes an obstruction to traffic, hinders snow removal or street improvement or maintenance operations, or is abandoned. Such vehicles shall not be released until the fees for towing and storage are paid in addition to any fine imposed for violation of this Chapter.

Section 11. Duration of Parking. No vehicle shall be left standing or parked more than twenty-four (24) hours on any street or highway within the city limits of the City of Howard Lake.

Section 12. Designation of Restricted Parking Zones. Parking in violation of any official sign is a violation of this ordinance. Specified restricted parking areas include, but are not necessarily limited to, the following areas:

Subdivision 1. Highway 12. No motor vehicle of any kind shall be allowed to park on the north and south sides of U.S. Trunk Highway 12 from the East Howard Lake City limits to the West Howard Lake City limits upon contract completion of U.S. Trunk Highway 12.

Subdivision 2. Imhoff Avenue. No motor vehicle of any kind, trailer or equipment shall be allowed to park on the north side of Imhoff Avenue from County Road 7 north (east) to Ash Street (west).

Section 13. Municipal Parking Lot Time Limit. No vehicle shall be left standing or parked in any Howard Lake Municipal Parking Lot in any one place for a longer continuous period than 48 hours.

Section 14. Municipal Parking Lot Designated Spaces. Every vehicle, when parked in any Howard Lake Municipal Parking Lot, where parking spaces are marked, shall be parked in a single space marked for vehicle parking by painted lines on the parking lot surface or curb, and no part of the vehicle shall extend into any other marked space.

Section 15. Prima Facie Violation. The presence of any vehicle on any Street or highway or municipal parking lot when standing or parking in violation of this ordinance is prima facie evidence that the registered owner of the vehicle committed or authorized the commission of the violation.

Section 12. Penalty. Any person violating any provision of this ordinance is guilty of a misdemeanor.

Section 2. Effective Date. This ordinance is in effect 30 days from publication.

Approved by the City Council of Howard Lake this 21st day of July, 2020.

Peter Zimmerman, Mayor

ATTEST:

Nicholas Haggemiller, City Administrator-Clerk

**CITY OF HOWARD LAKE
RESOLUTION 20-09**

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF
ORDINANCE NO. 20-03 REGARDING PARKING REGULATIONS**

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. 20-03 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. 20-03 is approved for publication:

**CITY OF HOWARD LAKE
ORDINANCE NO. 20-03__**

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

The City of Howard Lake amended Chapter 12.02 to include greater definition for general parking prohibitions and to establish a specific no parking zone on Imhoff Avenue from County Road 7 north (east) to Ash Street (west).

Section 2. The full ordinance will be in effect upon this summary publication.

Section 3. The full ordinance is available for review during regular office hours in the office of the City Clerk.

PASSED AND ADOPTED this 21st day of July, 2020.

Peter Zimmerman, Mayor

ATTEST:

Nicholas Haggenmiller, City Clerk-Administrator



HOWARD LAKE CITY COUNCIL MEETING

July 21, 2020

AGENDA ITEM: Consider Approving 2020 Crack Seal & Seal Coat Project

SECTION: New Business

FROM: Meagan Donahue, Assistant City Administrator

BACKGROUND: Seal coating is a regular maintenance activity to preserve the useful life of pavement. According to the Pavement Management Plan developed for the 2020-2029 CIP, the next streets outlined for seal coat maintenance include portions of Commerce Blvd, Shoreline Drive, Dura Drive, and 1st Street E.

City Engineer, Josh Halvorson, express preference for chip sealing the streets over Replay. The chip sealing estimate came in significantly lower than the Replay estimates.

DECISION MAKING METRICS:

FINANCIAL The 2020 Street Capital Fund budgeted \$34,119 for this request. The recommended lowest bid for crack sealing was received by MP Asphalt for \$4,500 and the recommended lowest bid for chip sealing was received from Pearson Bros Inc. for \$37,637.36 for a total of \$42,137.36, \$8,018.36 over budget.

Staff recommends only crack sealing Shoreline Drive this year, which would bring the cost of chip sealing down to \$27,492, making the overall cost of the project \$31,992 - \$2,127 under budget.

LEGAL: In accordance with the City's Purchasing Policy, two quotes were obtained for this project.

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

COUNCIL ACTION REQUESTED: Motion to approve the staff recommendation and quotes from MP Asphalt and Pearson Bros Inc. for a total project cost of \$31,992.

ATTACHMENTS:

1. Seal Coat Map

2020 Street Maintenance Map





HOWARD LAKE CITY COUNCIL MEETING

JULY 21, 2020

AGENDA ITEM: Consider Approving SIU Modification with Sonstegard Foods

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: The City previously adopted an SIU with Sonstegard Foods in January 2019 following a series of discussions, plant inspections and negotiations for terms. The proposed SIU provided a timeline of one year (January 2020) to complete necessary plant modifications in order to be in compliance with the revised SIU. For various reasons, this was not accomplished.

More recently, a compliance schedule and requirement to install a metering facility has been drafted and agreed upon subject to city approval.

Timeline

Prepare revised plans to move inside existing Building	Complete	July 21, 2020
Submission of Materials to City		August 3, 2020
Staff/Consultant Review		August 10, 2020
Publication Week 1		August 10, 2020
Publication Week 2		August 17, 2020
Public Hearing		September 1, 2020
Council Meeting		September 8, 2020
Request Quotes from Contractors		October 2, 2020
Award work and procure equipment for delivery		November 2, 2020
Completer Construction inside building		December 11, 2020
Start up and Commission		January 5, 2021
Compliance		January 6, 2021

Terms

The terms stipulate that Sonstegard Foods must abide by the timeline presented above. In addition, they are subject to a \$5,000 per month penalty charge due until they are within full compliance. After the plant has been brought into compliance a new average and load limits will be established using the new sampling system and techniques described within the agreement.

DECISION MAKING METRICS

FINANCIAL: The financial stipulations mostly impact the AMLHL Wastewater Commission. The City does assess a charge related to the collection system only.

LEGAL: The City is party to this agreement because the business is within corporate city limits. The City (not the wastewater commission) has the legal authority to assess charges to property taxes if necessary. The city engineer and attorney are responsible for the drafting of this agreement.

STRATEGIC PLAN:

Deliver High Quality, Reliable Infrastructure and Public Services

- ➔ Support, maintain and enhance infrastructure.
- ➔ Encourage cooperative service delivery.

COUNCIL ACTION REQUESTED: Approve the SIU Agreement as presented.

ATTACHMENTS:

1. SIU between Sonstegard Foods/City of Howard Lake/AMLHL Wastewater Commission

AGREEMENT TO INSTALL SAMPLING FACILITIES

WHEREAS, Sonstegard Foods, Inc. ("Sonstegard") is a Significant Industrial User ("SIU") of sewer treatment services under the City of Howard Lake's ordinances; and

WHEREAS, A SIU is required to enter into a SIU agreement with the City of Howard Lake and the Annandale/Maple Lake/Howard Lake Wastewater Commission ("Commission"); and

WHEREAS, In 2019, Sonstegard, the Commission and the City of Howard Lake ("City") entered into a SIU agreement ("SIU Agreement") which required Sonstegard to construct a metering station by February 1, 2020 so that Sonstegard's sewage could be metered and its strength measured; and

WHEREAS, Sonstegard has not constructed the metering station and is in violation of the SIU Agreement; and

WHEREAS, Sonstegard has proposed a timeline under which it will construct a metering station that will meet the requirements of the SIU Agreement; and

WHEREAS, the Commission and the City agree to Sonstegard's timeline as set out in this Agreement, provided Sonstegard complies with the terms of this Agreement; and

WHEREAS, Sonstegard's failure to complete its metering station as required by the SIU Agreement has prevented the City and the Commission from accurately calculating Sonstegard's sewer bill since February, 2020; and

WHEREAS, the Commission has expended considerable resources to attempt to bring Sonstegard into compliance with the SIU Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Sonstegard shall construct a metering station substantially as shown on the attached Exhibit A ("Metering Station") with completion no later than December 11, 2020 and full compliance operation no later than January 6, 2021.
2. Sonstegard shall adhere to the following schedule of events in pursuing completion of the Metering Station:

Prepare revised plans to move inside existing Building	Complete	July 21, 2020
Submission of Materials to City		August 3, 2020
Staff/Consultant Review		August 10, 2020
Publication Week 1		August 10, 2020
Publication Week 2		August 17, 2020
Public Hearing		September 1, 2020

Council Meeting	September 8, 2020
Request Quotes from Contractors	October 2, 2020
Award work and procure equipment for delivery	November 2, 2020
Completer Construction inside building	December 11, 2020
Start up and Commission	January 5, 2021
Compliance	January 6, 2021

3. Sonstegard shall pay the Commission \$5,000 per month as the Commission's portion of the sewer bill commencing in June, 2020 for each month that its Metering Station is not complete and fully operational. Said payment shall be subject to adjustment as set forth in paragraph 4 below.
4. Upon completion of the Metering Station, the monthly meter readings and sewage strength readings for the first twelve full months of operation shall be used to recalculate the amount of Sonstegard's sewer bill in the same corresponding months after January, 2020 that the Metering Station was not operational, provided that the sewer rates in effect during such month prior to the Metering Station becoming operational shall be used in this calculation (e.g. February, 2021's meter readings and sewage strength readings will be used to recalculate February 2020's sewer bill based on the rates in effect in February, 2020). Upon recalculation of each monthly bill based on the Metering Station sewer data as set forth above, Sonstegard will pay the Commission any additional sewer amounts owed for such month prior to the Metering Station becoming operational within 15 days of mailing of an invoice. If Sonstegard paid more for such month than is due using the Metering Station sewer data, the Commission shall credit Sonstegard with the difference and apply the credit to the next month's bill.
5. Sonstegard shall pay the Commission's costs in drafting this Agreement, including legal fees, as well as all engineering-related costs incurred by the Commission related to the review of the Metering Station's design, the inspection of its construction and the initial testing of its operation.
6. In the event Sonstegard breaches this Agreement, Sonstegard shall pay the Commission's and the City's legal fees and Court costs in enforcing both this Agreement and the SIU Agreement.
7. The parties intend for the SIU Agreement and this Agreement to be read together. Where the terms of this Agreement specifically contradict the SIU Agreement, the terms of this Agreement shall control. In all other instances, the intent of the parties is for this Agreement and the SIU Agreement to be harmonized and effect be given to both this Agreement and the SIU Agreement to the extent reasonably possible.

Dated: _____, 2020

**ANNANDALE-MAPLE LAKE-HOWARD LAKE
WASTEWATER COMMISSION**

By _____
Chair

CITY OF HOWARD LAKE

By _____
Peter Zimmerman, Mayor

By _____
Nick Haggemiller, City Clerk

SONSTEGARD FOODS, INC.

By: _____
Its: _____



HOWARD LAKE CITY COUNCIL MEETING

JULY 21, 2020

AGENDA ITEM: Consider Approving SIU Modification with Forsman Farms

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: In 2016, the City, AMLHL Waste Water Commission and Forsman Farms entered into a significant industrial user agreement. The agreement sets rates and load limits for effluent discharged and treated by the waste water treatment plant.

At the time of executing the agreement, the plant and its related processes were largely unknown. Therefore, establishing residential equivalency for sewer access charges was difficult. With that in mind, instead of paying an upfront, lump sum payment at the time, Forsman Farms opted for considerably higher unit charges. Now that the plant is in continuous operation and a SAC determination is possible, Forsman Farms has requested to pay the lump sum fee to obtain lower unit charges.

DECISION MAKING METRICS

FINANCIAL: Under the terms of the agreement, Forsman Farms agrees to pay a rough equivalency of 380 residential units for a total of \$857,781. Of which, the AMLHL Wastewater Commission will retain \$668,500 and the City of Howard Lake will retain \$189,281. The payments will be made monthly over a 48 month period at 5% interest. For a greater breakdown of unit charges, please consult page 9 of the SIU.

LEGAL: The City Attorney has been an active participant in the negotiation, review and drafting of the proposed agreement. The agreement itself is mandated by the MPCA and meets their guidelines. To date, the agreement has been approved by the wastewater commission subject to approval by the Howard lake City Council.

STRATEGIC PLAN:

Deliver High Quality, Reliable Infrastructure and Public Services

- ➔ Support, maintain and enhance infrastructure.
- ➔ Encourage cooperative service delivery.

COUNCIL ACTION REQUESTED: Approve the SIU Agreement as presented.

ATTACHMENTS:

1. SIU between Forsman Farms/City of Howard Lake/AMLHL Wastewater Commission

Commission Fee:

Amount: \$ 857,781.00
 Due After June 1: \$ 842,449.80
 Interest Rate: 5%
 Term: 47 months
 Dated: 1-Jun-20

Date:	Principal:	Interest:	Payment:	Prinicipal Balance:	
1-Jun-20	\$15,331.20	\$0.00	\$15,331.20	\$ 842,449.80	0
1-Jul-20	\$16,263.81	\$3,510.21	\$19,774.01	\$ 826,185.99	1
1-Aug-20	\$16,331.57	\$3,442.44	\$19,774.01	\$ 809,854.42	2
1-Sep-20	\$16,399.62	\$3,374.39	\$19,774.01	\$ 793,454.80	3
1-Oct-20	\$16,467.95	\$3,306.06	\$19,774.01	\$ 776,986.85	4
1-Nov-20	\$16,536.57	\$3,237.45	\$19,774.01	\$ 760,450.28	5
1-Dec-20	\$16,605.47	\$3,168.54	\$19,774.01	\$ 743,844.81	6
1-Jan-21	\$16,674.66	\$3,099.35	\$19,774.01	\$ 727,170.15	7
1-Feb-21	\$16,744.14	\$3,029.88	\$19,774.01	\$ 710,426.01	8
1-Mar-21	\$16,813.91	\$2,960.11	\$19,774.01	\$ 693,612.11	9
1-Apr-21	\$16,883.96	\$2,890.05	\$19,774.01	\$ 676,728.14	10
1-May-21	\$16,954.31	\$2,819.70	\$19,774.01	\$ 659,773.83	11
1-Jun-21	\$17,024.96	\$2,749.06	\$19,774.01	\$ 642,748.88	12
1-Jul-21	\$17,095.89	\$2,678.12	\$19,774.01	\$ 625,652.98	13
1-Aug-21	\$17,167.13	\$2,606.89	\$19,774.01	\$ 608,485.86	14
1-Sep-21	\$17,238.66	\$2,535.36	\$19,774.01	\$ 591,247.20	15
1-Oct-21	\$17,310.48	\$2,463.53	\$19,774.01	\$ 573,936.72	16
1-Nov-21	\$17,382.61	\$2,391.40	\$19,774.01	\$ 556,554.11	17
1-Dec-21	\$17,455.04	\$2,318.98	\$19,774.01	\$ 539,099.07	18
1-Jan-22	\$17,527.77	\$2,246.25	\$19,774.01	\$ 521,571.30	19
1-Feb-22	\$17,600.80	\$2,173.21	\$19,774.01	\$ 503,970.50	20
1-Mar-22	\$17,674.14	\$2,099.88	\$19,774.01	\$ 486,296.36	21
1-Apr-22	\$17,747.78	\$2,026.23	\$19,774.01	\$ 468,548.58	22
1-May-22	\$17,821.73	\$1,952.29	\$19,774.01	\$ 450,726.86	23
1-Jun-22	\$17,895.99	\$1,878.03	\$19,774.01	\$ 432,830.87	24
1-Jul-22	\$17,970.55	\$1,803.46	\$19,774.01	\$ 414,860.32	25
1-Aug-22	\$18,045.43	\$1,728.58	\$19,774.01	\$ 396,814.89	26
1-Sep-22	\$18,120.62	\$1,653.40	\$19,774.01	\$ 378,694.27	27
1-Oct-22	\$18,196.12	\$1,577.89	\$19,774.01	\$ 360,498.15	28
1-Nov-22	\$18,271.94	\$1,502.08	\$19,774.01	\$ 342,226.21	29
1-Dec-22	\$18,348.07	\$1,425.94	\$19,774.01	\$ 323,878.14	30
1-Jan-23	\$18,424.52	\$1,349.49	\$19,774.01	\$ 305,453.62	31
1-Feb-23	\$18,501.29	\$1,272.72	\$19,774.01	\$ 286,952.33	32
1-Mar-23	\$18,578.38	\$1,195.63	\$19,774.01	\$ 268,373.95	33
1-Apr-23	\$18,655.79	\$1,118.22	\$19,774.01	\$ 249,718.16	34
1-May-23	\$18,733.52	\$1,040.49	\$19,774.01	\$ 230,984.64	35
1-Jun-23	\$18,811.58	\$962.44	\$19,774.01	\$ 212,173.07	36
1-Jul-23	\$18,889.96	\$884.05	\$19,774.01	\$ 193,283.11	37
1-Aug-23	\$18,968.67	\$805.35	\$19,774.01	\$ 174,314.44	38
1-Sep-23	\$19,047.70	\$726.31	\$19,774.01	\$ 155,266.74	39
1-Oct-23	\$19,127.07	\$646.94	\$19,774.01	\$ 136,139.67	40
1-Nov-23	\$19,206.76	\$567.25	\$19,774.01	\$ 116,932.90	41
1-Dec-23	\$19,286.79	\$487.22	\$19,774.01	\$ 97,646.11	42
1-Jan-24	\$19,367.15	\$406.86	\$19,774.01	\$ 78,278.95	43
1-Feb-24	\$19,447.85	\$326.16	\$19,774.01	\$ 58,831.10	44
1-Mar-24	\$19,528.88	\$245.13	\$19,774.01	\$ 39,302.22	45
1-Apr-24	\$19,610.25	\$163.76	\$19,774.01	\$ 19,691.96	46
1-May-24	\$19,691.96	\$82.05	\$19,774.01	\$ (0.00)	47
	\$857,781.00	\$86,928.84	\$944,709.84		

INDUSTRIAL WASTEWATER TREATMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of February, 2020, by and between the Annandale-Maple Lake-Howard Lake Wastewater Commission (“Commission”), the City of Howard Lake (“City”) and Forsman Farms, Inc., a Significant Industrial User, hereafter referred to as “SIU”.

WHEREAS, the Annandale-Maple Lake-Howard Lake Wastewater Commission is the owner and operator of a Wastewater Treatment Facility (hereinafter Facility) located within the County of Wright, and State of Minnesota, which has continuous discharge to the North Fork of the Crow River, and

WHEREAS, the City of Howard Lake, Minnesota is a member of the Commission and owns wastewater lines that will convey SIU’s sewage to the Commission’s facilities; and

WHEREAS, as a SIU, Forsman Farms, Inc. is responsible for complying with the provisions of the Industrial Wastewater Treatment Policy adopted by the Commission on _____, and

WHEREAS, the Commission holds a NPDES operating permit (Number MN. 0066966) for the Facility as a part of the national and state disposal permit program administered by the Minnesota Pollution Control Agency under the Clean Water Act, Minnesota Statutes Annotated Chapters 115 and 116, and Minnesota Rules Chapter 7701, and

WHEREAS, SIU operates an egg-processing facility which discharges wastewater into the City of Howard Lake’s municipal sanitary sewer system for treatment at the Commission’s Facility, and

WHEREAS, under definitions set forth in the NPDES operating permit for the Facility, SIU is defined as a significant industrial user, and

WHEREAS, the SIU is required to enter into and execute an industrial wastewater treatment agreement with the Commission.

NOW THEREFORE the parties agree as follows:

ARTICLE I. DEFINITIONS

As used in this Agreement:

A. “Act” means the Federal Water Pollution Control Act, also referred to as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

B. “Commission” means the area within the corporate boundaries of the Cities of Annandale, Maple Lake and Howard Lake, the City Councils of each city, its authorized representative, or the authorized representative of the Commission.

C. “City” means the City of Howard Lake, Minnesota.

D. “SIU” means Forsman Farms, Inc. and its facility located in the City of Howard Lake, Minnesota.

E. “Debt Service” means the principal and interest owed by SIU for the Wastewater Facility.

F. “Indirect Discharge,” “Industrial User,” “Interference,” “Pass Through,” and “User” shall have the same meanings as set forth in 40 C.F.R. § 403.3.

G. “MPCA” means the Minnesota Pollution Control Agency.

H. “National Pollutant Discharge Elimination System (NPDES) Permit” means a permit issued under the authority of Sections 402 and 405 of the Act setting limits on pollutants that a permittee may legally discharge.

I. “Wastewater Facility” means the Commission’s Wastewater Treatment Facility.

J. "Normal Domestic Strength Waste"(NDSW) means wastewater with BOD5 concentrations not greater than 300 mg/l and total suspended solids (TSS) concentrations not greater than 300 mg/l that is discharged to the Facility or Wastewater Facility primarily by residential users.

K. "Non-residential User" means a user of the Facility or Wastewater Facility whose building is not used as a private residence, and discharges NDSW.

L. "Facility" means the Commission's existing Wastewater Treatment Facility.

M. "P" means phosphorous which is contained in the wastewater. The methods for determining phosphorous limits shall be set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater, published jointly by the American Public Health Association, the American Water Works Association and the Water Environment Federation.

N. "State Disposal System (SDS) Permit" means a permit issued by the MPCA pursuant to Minn. Stat. § 115.07 for a disposal system as defined by Minn. Stat. § 115.01, subd. 8.

O. "Significant Industrial User" means any Industrial User of the Sewerage System which (1) has a discharge flow of 25,000 gallons or more per average work day, or (2) has a flow or loading greater than 5 percent of the flow in the Sewerage System, or (3) has in its wastes toxic pollutants as defined pursuant to Section 307 of the Act or Minnesota Statutes and rules, or (4) has a significant impact, either singly or in combination with other contributing industries, on the Sewerage System, the quality of sludge, the Sewerage System's effluent quality, or air emissions generated by the Sewerage System.

P. "BOD" means 5-day carbonaceous biochemical oxygen demand, determined under standard laboratory procedures as set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater. BOD within this Agreement shall mean the same as CBOD₅.

Q. “SIU Allocated Share” or “Allocated Share” shall mean the following quantity, quality and composition of constituents, which SIU will be entitled to discharge into the Sewerage System:

- (1.) Flow 80,000 gal. /day (calculated on the basis of maximum monthly average)
80,000 gal. /day (calculated on the basis of maximum daily)
- (2.) BOD 200 lb./day (calculated on the basis of a maximum monthly average)
200 lb./day (calculated on the basis of a maximum daily)
- (3.) TSS 75 lb./day (calculated on the basis of a maximum monthly average)
75 lb./day (calculated on the basis of a maximum daily)
- (4.) TKN 20 lb/day (calculated on the basis of a maximum monthly average)
20 lb./day (calculated on the basis of a maximum daily)
- (5.) P .45 lb/day (calculated on the basis of a maximum monthly average)
.45 lb./day (calculated on the basis of a maximum daily)
- (6.) pH Not less than 5.5 or greater than 9.5

The monthly and daily values presented above are based on production days.

R. “Flow” means total sewage volume discharged to the Sewerage System as measured by flow rate measurement equipment.

S. “Industrial Waste” means any solid, liquid or gaseous substance discharged, permitted to flow or escaping from any industrial manufacturing process, trade or business into the Sewerage System, except Sanitary Sewage.

T. “Sanitary Sewage” means a combination of water carried wastes from personal and domestic water uses, such as bathroom and kitchen uses, from residences, business buildings, institutions and industrial Facilities, together with ground, surface and storm waters as may be present.

U. “Sewage” means Industrial Waste and Sanitary Sewage.

V. “Sewerage System” means all land, buildings, machinery, interceptor and sewers and other tangible and intangible property, whether now or later owned or used by the Commission

for collecting, transmitting, treating or disposing of Sewage, but shall not include sewer laterals connecting users to the sewer mains of the Commission member Cities.

W. “TSS” means total suspended solids, which are solids that either float on the surface of, or are in suspension in Sewage, and which are removable by a laboratory filtration device. The methods for determining suspended solids shall be those set forth in the latest edition of Standard Methods for the Examination of Water and Wastewater.

X. “User Charges” mean those charges, as set forth in Article V, Paragraph B of this Agreement, that SIU must pay for discharging its Allocated Share to the Commission’s Wastewater Facility.

ARTICLE II. AUTHORITY AND SCOPE

This Agreement is made pursuant to the City’s contractual authority.

ARTICLE III. WAIVER OF CLAIMS AND SUBROGATION

A. Notwithstanding any contrary provision herein, SIU hereby waives any claims against Commission and the City relating to, and neither the Commission nor the City shall be liable to SIU for, any damage to any equipment, inventory, buildings, fixtures or personal property of SIU due to any reason, including Commission’s or City’s negligence, and SIU assumes all risks of damage to such property.

ARTICLE IV. COLLECTION AND TREATMENT

A. SIU may discharge to the Sewerage System, and ultimately the Commission Wastewater Treatment Facility and the Commission will convey SIU Sewage to the Commission Facility, as set forth in this Agreement. The Commission shall ensure that the Facility, provides

sufficient capacity for the collection and treatment of SIU Sewage throughout the entire term of this Agreement.

B. SIU shall own, operate and maintain wastewater metering facilities to measure SIU Sewage flow on a continuous basis. No wastewater flows from SIU may enter the Commission's sanitary sewer collection system unless such wastewater first passes through the wastewater metering facilities required by this Agreement. The wastewater metering facilities shall be equipped with a flow volume totalizer. The control panel for SIU totalizer shall be secured in an enclosure. SIU shall install the wastewater metering facilities prior to the start-up of the New Facility. The Commission shall record and provide SIU with a summary of the written daily flows on a weekly basis.

C. SIU shall install and maintain a flow proportional sampler to measure the SIU Sewage for the parameters listed in Article I, Paragraph Q of this Agreement. The composite sampler shall be located at the SIU metering facilities, and all waste flowing into the Commission's wastewater collection system shall be subject to measurement by such proportional sampler. The Commission shall collect samples, and send the samples to a certified testing laboratory to be analyzed for the parameters listed in Article I, Paragraph Q of this Agreement. The sampling method shall be flow proportional, composited over a twenty-four hour period. The frequency of sampling and testing shall be five times per production week. Copies of all analyses and laboratory reports will be mailed to the Commission and SIU directly from the testing lab. The Commission shall deliver to SIU copies of all correspondence, not within the attorney-client privilege or other privilege recognized by law, to or from the Commission, concerning violations or potential violations of this Agreement or the Wastewater Ordinance, within two business days after the Commission sends or receives such

correspondence. The SIU shall allow the Commission access to the metering facilities during normal SIU operating hours upon request by the Commission.

SIU shall have the right to observe the testing and sampling procedures utilized by the Commission at the composite sampler site, and to split any samples collected by the Commission for SIU's own analysis. SIU shall have the right to collect its own samples at the metering facilities in the presence of Commission representatives.

D. The Commission will, on a monthly basis, submit to SIU a statement setting forth any violations of quality or quantity or composition of the Sewage that SIU has discharged into the Sewerage System during the preceding billing report.

E. If the flow metering equipment is placed on SIU property, the Commission shall have the right of access, at reasonable times and upon the presentation of proper credentials, to the flow metering equipment used at the SIU facility. In exercising the right of access, the Commission must adhere to reasonable sanitary and safety regulations established by SIU for the flow metering equipment and adjacent area.

F. SIU shall be responsible for maintaining and repairing the aforementioned metering equipment and shall calibrate the equipment to operate within the manufacturer's established limits of accuracy. The SIU shall calibrate the flow meter twice each year, and shall be responsible for the costs of such calibrations. The Commission may request that the flow meter be calibrated at such other times as it may suspect the meter is not within established calibrations. If the Commission requests a flow calibration and the flow meter is found to be within five percent (5%) of its calibration level, the cost of the calibration shall be the responsibility of Commission.

G. If any of the metering and measuring equipment required by this Article IV is malfunctioning or is inoperable, the SIU shall take all reasonable steps to immediately repair

such equipment. In the event such equipment is malfunctioning or inoperable for a period of time, the meter readings and measurements from the average of all of the same days of the week and same number of days (e.g. a six day period beginning on a Monday) of the previous month's measurements (provided the equipment was functioning properly during the previous month) shall be used for each day that such equipment is malfunctioning or inoperable.

I. No storm water shall be discharged to the sanitary sewer. Such water shall be discharged only to storm sewers or to natural outlets approved by the City and other regulatory agencies.

J. Discharges of wastewater containing the substances listed in this Paragraph shall be limited or prohibited as set forth below.

(a) Wastewater having a temperature greater than 150°F (65.6°C), or causing, individually or in combination with other wastewater, the influent at the treatment facilities to have a temperature exceeding 104°F (40°C).

(b) Radioactive wastes or isotopes in concentrations that exceed limits established by applicable state and federal regulations.

(c) Wastewater containing substances that cannot be treated to produce effluent quality required by the Facility's NPDES permit or that causes a violation of any applicable local, state, or federal regulation.

ARTICLE V. USER CHARGES

A. SIU agrees to pay User Charges to the City for discharging wastewater to the Facility. The City shall forward to the Commission its proportionate share of the User Charges collected by the City. The User Charges will be based on a monthly usage charge for the capital, operation, maintenance and replacement costs. Five years from the date that SIU signs this

Agreement, the Commission and SIU will review the design flows and loadings allocated to SIU. If SIU design flows and loadings have decreased, SIU may request that the Commission adjust the design flows and loadings to reflect any decreases.

B. Based on the parameters outlined in Article I, Item Q, the SIU is required to pay a SAC Fee of \$857,781 (Commission portion equals \$668,500 and City portion equals \$189,281). SIU agrees to pay this amount over a term of four (4) years at five percent (5%). The monthly amount identified in Exhibit A will be invoiced monthly in addition to usage charges. There is no prepayment penalty if SIU opts to pay the remaining balance of the SAC owed to the Commission and City by the last day of any month.

The unit costs for the flow and loading parameters for the operation of the Facility, are presented below (the City's and Commission's charges are broken out in the following amounts, where applicable):

Flow	<u>\$1.71</u> /1000 gallons (Commission) plus \$30.87/month base rate (City) plus \$8.87/1,000 gallons (City).
------	--

BOD	<u>\$.15</u> /lb. (Commission)
-----	---------------------------------

TSS	<u>\$0.03</u> /lb. (Commission)
-----	---------------------------------

TKN	<u>\$.47</u> /lb, (Commission)
-----	---------------------------------

P	<u>\$10.28</u> /lb. (Commission)
---	----------------------------------

C. The Commission shall provide written notice to SIU of any proposed increases in the User Charge rates. The Commission may increase or decrease the rates set forth in Article V.B. above from time to time to reflect changes in the costs incurred by the Commission related to the operation, maintenance, depreciation, and debt service of its wastewater collection and treatment systems, including any changes arising from the cost to treat SIU's sewage. The City's rates set forth in this Agreement shall remain unchanged for the first five-year term of this

Agreement. The City may adjust its rate in the event this Agreement is renewed for an additional five-year term, but any adjustment to its rate for the renewal term shall be related to the costs of the City's operation, maintenance, depreciation, and debt service of its wastewater collection system. The User Charges payments shall be payable monthly within fifteen (15) days after mailing of the City's bill to SIU.

D. Any surcharges or penalties incurred under Article VII of this Agreement shall be in addition to the base charge and usage charges for allowable discharges under this Agreement.

ARTICLE VI. TERM OF AGREEMENT

A. The terms of this Agreement shall commence as of the date that all parties execute this Agreement. The Agreement is for a five (5) year period and will be renewed for a like period unless either of the parties notifies the other in writing at least sixty (60) days before the expiration date. If this Agreement does not automatically renew, and if the term of this Agreement expires before the parties are able to negotiate a replacement Agreement, then the terms of this Agreement shall continue in force in the interim period as long as the Commission chooses to continue to treat SIU's discharges to the Facility.

B. The terms and conditions of this Agreement may be subject to modification by the Commission during the term of the Agreement if limitations on discharge from the Facility, as set forth in any applicable NPDES Permit, are modified. The Commission shall notify SIU of any such proposed change to the terms and conditions, other than rates, of this Agreement at least six (6) months prior to the effective date that the Commission proposes for the change. This Agreement may not be amended, changed, or modified unless the amendment, change, or modification is in writing and is signed by both parties, except that the Commission may modify the terms of this Agreement as set forth above if limitations on discharge from the Facility are

modified, and the Commission may change the User Charges from time to time without the consent of SIU to reflect changes in the costs to treat SIU's discharges to the system and/or changes in the cost to operate the collection and treatment systems.

C. At the request of either party, the parties agree to meet to discuss issues related to the operation of the City's sewerage system, Commission's Facility, the status of the physical equipment, proposed User Charge rates, and any other matters that may arise under this Agreement.

ARTICLE VII. SURCHARGES AND PENALTIES

A. Article V, Paragraph B of this Agreement establishes the User Charges that SIU must pay for discharging its Allocated Share to the Sewerage System. In the event that SIU Sewage discharge exceeds SIU Allocated Share as defined in Article I, Paragraph P of this Agreement for any parameter, the Commission shall not apply the User Charges set forth in Article V, Paragraph B for the portion of the discharge that exceeds SIU Allocated Share. Rather, the Commission shall impose the following penalties upon such portion:

(1.) BOD \$2.96 per pound per day for each pound over 200 lb/day (maximum monthly average) or 200 lb./day (daily maximum).

(2.) TSS \$0.56 per pound per day for each pound over 75 lb/day (maximum monthly average) or 75 lb./day (daily maximum).

(3.) TKN \$4.86 per pound per day for each pound over 20 lb/day (maximum monthly average) or 20 lb./day (daily maximum).

(4.) P \$31.06 per pound per day for each pound over .45 lb/day (maximum monthly average) or .45 lb./day (daily maximum).

(5.) Flow \$7.38 per 1,000 gallons per day for each 1,000 gallons over 80,000 gal./day (maximum monthly average) or 80,000 gal./day (daily maximum).

(6.) pH \$10.00 per day that the pH is less than 5.5 or greater than 9.5 based on a grab sample.

The Commission shall base SIU flow and loadings on production days.

SIU shall notify the Commission and City within twenty-four (24) hours by phone and within seven (7) days in writing, after SIU knew or should have known of any spill or discharge which results in a violation of the limits in Article I, Paragraph P of this Agreement or which may cause Interference or Pass Through at the Facility.

B. In the event that SIU 1) exceeds the maximum monthly average of any of the discharge parameters identified in Article I, paragraph Q of this Agreement more than twice in a calendar year; or 2) exceeds the maximum daily discharge parameters identified in Article I, paragraph Q of this Agreement more than once per calendar month, the Commission may require that the parties renegotiate the terms of this Agreement. If the parties are unable to reach a new Agreement within 60 days of the Commission's request to renegotiate this Agreement, the Commission may terminate this Agreement and refuse to treat SIU's sewage until a successor agreement is executed between the parties.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

A. The Commission will keep records in which complete entries shall be made available of all transactions and costs relating to the Sewerage System. The records shall at all reasonable times be subject to inspection and copying by any party to this Agreement. The Commission shall also provide to SIU such information regarding the design or other technical information regarding the Sewerage System as SIU may request.

B. In the event that SIU should sell, transfer, merge or reorganize SIU or its property or shares, the obligations and benefits of this Agreement shall pass to the surviving company and

shall remain in full force and effect and be made binding on the surviving company. No agreement entered into by SIU shall be contrary thereto.

C. The Commission, City and SIU warrant that each has the authority to enter into this Agreement and to perform each and every term, covenant and condition in this Agreement.

D. The Commission, City and SIU agree that this Agreement constitutes the entire understanding of the parties, and that this Agreement supercedes any other oral or written understandings of the parties. Nothing in this Agreement shall prohibit the Commission or City from adopting and enforcing ordinances rules or regulations providing for pretreatment of Sewage, exclusion of Sewage, or the establishing or modification of sewerage user charges, provided that no such action shall affect the SIU rights hereunder, except that SIU shall be bound by any changes made to User Charges by the Commission or the City.

E. Except as otherwise expressly provided this Agreement may not be amended, changed or modified unless the amendment, change or modification is in writing and signed by all parties.

F. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given if and when delivered or mailed, postage prepaid, by regular United States mail, to:

(1) Commission

Attn: Chairman
P.O. Box K
Annandale, MN 55302

(2) City

Attn: City Administrator
City of Howard Lake
Forsman Farms, Inc.
c/o City Clerk
P.O. Box 736
Howard Lake, MN 55349

Telephone: (320) 543-3670

(3) Forsman Farms, Inc.
6339 Mowery Avenue Southwest
Howard Lake, Minnesota 55349

G. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Subject to Article III above, remedies provided in this Agreement are not exclusive of any other rights or remedies that might be available to the parties at law or in equity.

H. This Agreement shall bind the parties and their respective successors and assigns, except as herein limited.

I. If a dispute occurs between SIU and the Commission regarding monitoring data or its interpretation or use under the Agreement, the parties shall first attempt to resolve the dispute through informal negotiations. If the parties cannot resolve the dispute regarding monitoring data or its interpretation or use through informal negotiations, the parties shall designate an independent party not regularly within the employment of either the Commission or SIU to review the matter. The parties shall agree on the selection of the independent party. The independent party shall then review the matter in dispute and issue an opinion, which shall not be binding on the Commission or SIU. If the opinion of the independent party substantially conforms to the position of the Commission, the cost of the independent party's review shall be borne in its entirety by SIU. If the opinion of the independent party substantially conforms to the position of SIU, the cost of the independent party's review shall be borne in its entirety by the Commission. If the matter is not satisfactorily resolved after consulting with the independent party, any party to this Agreement may exercise whatever legal rights are available to it under law or equity.

J. Forsman Properties, LLC, a Minnesota limited liability company ("Owner"), as owner of the real property on which the facility operated by SIU is located (the "Property"), hereby consents to the exercise by the City and/or Commission of any remedy against the Property that is available to the City and/or Commission under applicable law by reason of SIU's failure to make any payment owed by SIU to the City and/or Commission under this Agreement, to the extent such remedy would be available to the City and/or Commission if SIU owned fee title to the Property; provided, however, that before exercising any such remedy, the City and/or Commission shall notify Owner in writing of SIU's default and the amount owed by SIU, and shall give Owner at least fifteen (15) days to cure such default. Forsman Properties, LLC joins in this Agreement solely for the purpose of granting its consent as provided in this paragraph.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties have hereunto executed this agreement the date
and year first above written.

**Annandale-Maple Lake-Howard Lake Wastewater
Commission**

By _____
Chair

City of Howard Lake

By _____
Peter Zimmerman, Mayor

By _____
Nick Haggemiller, City Administrator

FORSMAN PROPERTIES, LLC

By: _____
Its: _____

FORSMAN FARMS, INC.

By: _____
Its: _____



HOWARD LAKE CITY COUNCIL MEETING

JULY 21, 2020

AGENDA ITEM: Lions Park Project Finishing's

SECTION: New Business

FROM: Meagan Donahue, Assistant City Administrator

BACKGROUND:

In 2019 the City completed a substantial renovation of Lions Park. Recently, as final expenses and grant reimbursements were received, staff began assembling a punch list of improvements previously discussed and/or recently determined as needs. The following items are proposed to be purchased:

Hand Dryers	\$4,570
Beach Shower	\$2,000
Submersible Weed Cutter	\$2,800
TOTAL	\$9,370

The quote above includes hand dryers for installation at both Lions and Memorial Parks to be installed by CR Electric. The beach shower has been quoted out for installation by Drusch Plumbing.

FINANCIAL: The total of these items is \$9,370. There is approximately \$9,000 remaining in the Lions Park Project Fund. The remaining is available in the park maintenance budget.

COUNCIL ACTION REQUESTED: Motion to approve purchases related to Lions and Memorial Park as presented.

ATTACHMENTS:

1. CR Electric Quote
2. Weed Mower Specs

CR ELECTRIC, INC.
6874 230th ST.
WINSTED, MN 55395
1-320-485-3176
1-866-485-3176
FAX 1-320-485-4695

DATE: 7/13/2020

1/1

CITY OF HOWARD LAKE
LIONS PARK DRYERS
&
MEMORIAL PARK HAND DRYERS

TOTAL OF ESTIMATE: \$4,570.00

ESTIMATE INCLUDES LABOR & MATERIAL

RUN SURFACE CONDUIT FROM ELECTRICAL PANEL IN CENTER OF BUILDING TO EACH OF THE RESTROOMS.

SUPPLY AND INSTALL (1) 500 WATT XCELERATOR HAND DRYER IN MEN'S AND WOMEN'S RESTROOM IN LIONS PARK.

SUPPLY AND INSTALL (1) 500 WATT XCELERATOR HAND DRYER IN MEN'S AND WOMEN'S RESTROOM IN MEMORIAL PARK.

***** NOTES *****

THERE WILL BE A TOTAL OF 4 HAND DRYER SUPPLIED AND INSTALLED.

ELECTRICAL PANEL FIGURED TO HAVE ADEQUATE SPACE FOR NEW CIRCUITS.

WORK TO BE COMPLETED DURING NORMAL BUSINESS HOURS M-TH, 7-5

TERMS

10% OF BID DUE AT SIGNING OF CONTRACT

60% OF BID DUE AT START OF JOB

FINAL 30% OF BID DUE UPON FINAL OF JOB

PRICE IS GUARANTEED FOR 30 DAYS FROM BID DATE.

THIS QUOTATION IS SUBJECT TO CORRECTION FOR CLERICAL ERRORS.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE

COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD

PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS

INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS,

INDUSTRY MATERIAL COSTS ARE EXTREMELY VOLATILE AT THIS TIME,

ANY PRICE INCREASES OR DECREASES WILL BE BILLED TO CUSTOMER

BASED ON COST OF MATERIAL AND WILL BECOME AN EXTRA CHARGE OVER

AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS,

PRODUCT DELAYS, OR WEATHER DELAYS BEYOND OUR CONTROL

OWNER TO CARRY FIRE, TORNADO, AND OTHER

NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY

WORKMAN'S COMPENSATION INSURANCE.

ACCEPTANCE OF PROPOSAL

THE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY

AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE

WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

TO ENSURE PROPER SCHEDULING, RETURN SIGNED COPY PROMPTLY

PLEASE SIGN, DATE, AND RETURN 1 COPY

WORK WILL NOT BE SCHEDULED WITHOUT A SIGNED CONTRACT & DOWN PAYMENT

CUSTOMER SIGNATURE

THANK YOU, CR ELECTRIC

DATE



HOWARD LAKE CITY COUNCIL MEETING

JULY 21, 2020

AGENDA ITEM: Consider Creating Adhoc Advisory Emergency Services Committee & Appointing Members

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: In order to better facilitate discussion and bring forward necessary changes to the Howard Lake Fire Department's Bylaws, an adhoc advisory committee is proposed. This will be a working group to help discuss and propose changes and creations to bylaws and policies.

Composition

- HLFDD Interim Chief Keith Bobrowske
- HLFDD Members Dave Peterson (17 years) Kyle Weich (2 years)
- City Administrator Nick Haggenmiller
- Assistant City Administrator Meagan Theisen
- Councilors Jason Deiter & Tom Kutz (Public Safety Commission)

Council has the authority to appoint or reject the fire department appointment; it is suggested to approve. The city council has a similar standing committee "Public Safety Commission" that consists of Councilors Deiter and Kutz. It is assumed these members/commission will serve on this role – although, not required.

Outline of Scope & Responsibilities

- Review & propose modifications to City Ordinance 3.02 "Fire & Ambulance Service"
- Review and propose modifications to HLFDD & Ambulance Bylaws.
- Review and propose modification and creation of standard operating procedures/policies/guidelines.
- Objectively and transparently communicate within the committee and back to relative organizations of ongoing efforts.

Anticipated Duration of Committee

Group	Description	Date
HLFDD	Nominate 2 members to committee	Tuesday, July 14, 2020
City Council	Appoint Committee Members	Tuesday, July 21, 2020
HLFDD/CC Committee	1st Meeting - Goals & Purpose	Tuesday, August 4, 2020
HLFDD/CC Committee	2nd Meeting - Scope of Work	Tuesday, September 1, 2020
HLFDD/CC Committee	3rd Meeting - Discuss Amendments	Tuesday, October 6, 2020
HLFDD/CC Committee	4th Meeting - Approve Draft Bylaws	Tuesday, November 3, 2020
City Council	CC Meeting - Approve Final Bylaws	Tuesday, December 8, 2020
HLFDD	Effective Date	Friday, January 1, 2021

Additional Considerations

This committee is expected to disband on or before January 1, 2021 with new changes going into effect. However, assuming a successful model is made, a variation of the Emergency Services Committee will be brought back soon after for a similar review of the police department's policies and guidelines.

DECISION MAKING METRICS:

FINANCIAL: N/A

LEGAL: The group will have as-requested technical assistance by the State Fire Marshall's Office, League of Minnesota Cities and the City Attorney. While the exact and exact number of modifications are not yet know, many of the anticipated changes will have to deal with equal opportunity and anti-discrimination laws that have been passed and may not be fully reflected in the HLFDD's bylaws.

STRATEGIC PLAN: Ensure a Safe, Healthy Community: Maintain Engaged local public services

COUNCIL ACTION REQUESTED: Offer a motion to create an adhoc emergency services committee with the appointments listed above.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

JULY 21, 2020

AGENDA ITEM: Internal Controls Related Purchases and Procedures

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: City Staff has been exploring ways to keep an eye on the day to day work progress of the public works department, due to issues in the past.

In recent Council Work Sessions, Council requested for staff to look into the cost of GPS devices in public works vehicles. The Verizon Networkfleet GPS system would allow for staff to see (in real time) where the public works vehicles are, how long they have been at a certain location, and set up geo-fences that would alert us if they vehicles travel outside of the City. The devices will be installed on the 3 public works pick-up trucks, the riding lawn mower, the pay loader and

Staff believes utilizing a GPS system will hold Public Works employees accountable, determine how long it takes to complete tasks and look back to validate when a task/callout was performed.

The City also inquired about wireless cameras that could be used within City buildings and moved around to other locations as needed. Verizon Wireless recommended Arlo Go Cams, which are portable, battery operated, night vision and waterproof. These cameras would offer live-stream videos and video records that could be viewed from a computer, smartphone or TV. The City would be able to use these to set up in various areas around town, assist with police matters, and within City buildings.

FINANCIAL: There will be a one-time charge of \$256.33, which includes a pelican weather proof case for the GPS on the lawnmower and the harnesses for 6 GPS devices. The monthly charge for the GPS program will be \$113.33. The wireless cameras are \$39.99/device.

Anticipated FY Total \$2,350 split between public works, enterprise funds and police department.

COUNCIL ACTION REQUESTED: To approve the purchase and installation of GPS devices in Public Works Vehicles.

ATTACHMENTS:

1. Verizon Networkfleet Quote
2. Arlo Go Cam Information



Networkfleet Pricing Proposal

Date: 06/29/20

Steven Forbes

Please review your custom Pricing Proposal below.
For questions, please inquire with your sales contact.

steven.forbes@verizonconnect.com

BILLING INFORMATION

Bill To Company: / Howard Lake
Billing Address: 625 8TH AVENUE
City: HOWARD LAKE
State: MN
Zip: 55349

SHIPPING INFORMATION

Ship-To Company : /Howard Lake
Shipping Address:
City:
State:
Zip:

PRODUCTS & SERVICES

SEQ	ITEM	SKU	CATEGORY	QTY TERM	NRC PRICE	NRC TOTAL	MRC PRICE	MRC TOTAL
1	SOL-GPS AND DIAGNOSTICS	SOL-GPS AND DIAGNOSTICS-VERIZON	SOLUTION	7 12 Months	0.00	256.33	0.00	113.33
1.1	GPS AND DIAGNOSTICS LTE	5500N4VL	HARDWARE	7 N/A	0.00	0.00	0.00	0.00
1.2	MONTHLY SERVICE 5500	MOH5500120	SERVICE	7 12 Months	0.00	0.00	16.19	113.33
1.3	USM OBDII BYPASS HARNESS	PARTS109	HARNESS	5 12 Months	30.23	151.15	0.00	0.00
1.4	USM 9-PIN SQUARE HARNESS	PARTS100	HARNESS	1 N/A	30.23	30.23	0.00	0.00
1.5	CONFIGURABLE UPDATE RATE 60 5500	CUH5500060	ACCESSORY	7 12 Months	0.00	0.00	0.00	0.00
1.6	PEL WEATHPROOF CASE W/ 15IN UNIV HARNESS	PARTS057	ACCESSORY	1 12 Months	74.95	74.95	0.00	0.00
* Sales Tax and Shipping are additional to this subtotal				* ONE TIME CHARGE:	\$ 256.33	* MONTHLY RECURRING CHARGES:		\$ 113.33

COMMENTS

TERMS AND CONDITIONS

- Pricing provided is valid for GSA procurements only. Any future contract shall be issued under Verizon Connect NWF Inc.'s (VCN) (formerly Networkfleet) Federal Supply Schedule No. GS-07F-5559R.
- Should a Purchase Order (PO) be issued to VCN for the procurement of the items quoted, the PO number will be used for reference purposes ONLY on any invoice from Networkfleet. Any terms and conditions contained in the purchase order are rejected, void and have no force or effect.
- Shipping and/or applicable taxes:
 - Pricing provided does not include taxes. Taxes (if applicable) are applied to the monthly invoice
 - Shipping: FOB Destination. Shipping is included in the price above.
- Any of the listed equipment marked as OPEN MARKET are products that are not listed on GSA Federal Supply Schedule Contract No. GS-07F-5559R (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to Purchase Orders, BPAs, or individual task or delivery orders). OPEN MARKET products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.
- Discount for Networkfleet 5200 and 5500 series products only: New and existing Government customers purchasing either the Networkfleet 5200 or 5500 Series Devices, from 6/1/2020 to 6/30/2020, will receive a device discount of \$80.00 for each new 5200 or 5500 Series Device with a new line of Networkfleet Service and a minimum twelve (12) month Device Contract Term. The applicable Device will be activated on installation in a vehicle. The Networkfleet Services fee for the applicable Device begins at the time of activation of the Device. NOTE: Any executed order, received later than 6/30/2020, will be null and void and ineligible to receive the discount described above.

Security that won't quit.

Be there without being there. With high-tech security and low-maintenance setup, Arlo Go is the ultimate security camera.



Arlo Go is a 4G LTE battery-powered security camera that'll go almost anywhere. It's wire-free, with up to 2.5 months of battery life.¹ This weatherproof HD camera is perfect for those remote places you need to watch 24/7, indoors and out. And working with Verizon—America's largest, most reliable 4G LTE network—it's the security guard you want and need.

No Wi-Fi? No worries.

View on your business and places no other security camera can go such as areas with limited or no Wi-Fi access. Arlo Go is ready to go in minutes and works anywhere on Verizon's reliable 4G LTE network.

Weatherproof, night vision & HD quality.

Rain or shine, hot or cold, Arlo Go braves dusty and wet conditions with an IP65 rating.² See what's happening even in the dark, Arlo Go illuminates up to 25 feet.

Arlo app & Cloud Storage.

Live-stream video or watch recordings from your computer, smartphone, tablet or TV. View it all in sharp HD quality. Stay up to date with free cloud storage and up to 7 days of recorded footage.³

Keep an eye on what matters most with instant alerts for motion or sound. Listen and talk back from your smartphone. Arlo Go provides peace of mind and rapid response. Want to know more? Your Verizon representative can answer your questions.



Jessica Staab
(612) 418-7402

Jessica.Staab@VerizonWireless.com

¹Actual battery life depends on such factors as network configuration, carrier network, signal strength and user activities.

²IP65 = Ingress Protection rating: dust tight and water protection projected by a nozzle.

³Arlo Go includes free Basic service (up to 5 Arlo cameras and 7 days of cloud storage). Upgrade to Premier or Elite for more camera and/or storage options; details in the Arlo app or at <https://www.arlo.com/en-us/products/subscription-plans.aspx> © 2018 Verizon Wireless.



HOWARD LAKE CITY COUNCIL MEETING

JULY 21, 2020

AGENDA ITEM: Consider Approving CARES Funding Allocation

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND:

The City of Howard Lake qualifies for and will receive funding under the CARES Act. The City anticipates about \$150,000 in funding to be disbursed in a one-time, lump sum payment from the State of Minnesota by August 1, 2020.

CARES Funding Uses

The State has a three-part test that the city council must consider when authorizing use of funds:

- Is the expenditure necessary to plan, respond, protect against the covid19 pandemic?
- Is the expenditure due to covid19?
- Is the expenditure not otherwise included or budgeted for in 2020?

Proposed Funding Allocation

The final amount we are anticipated will not be known until disbursement. We conservatively estimate \$150,000 will be disbursed. Staff has reviewed eligible funding and reimbursement needs and completed the following scratch budget.

Howard Lake CARES Funding Allocations	
Description	Amount
Business Relief Grants	\$60,000
Hazard Pay (to date)	\$12,000
Hazard Pay (ongoing)	\$10,000
Emergency Planning/Response	\$10,000
PPE (to date)	\$3,000
Technology for Remote Work/Meetings	\$15,000
Interagency Support	\$2,000
Building Retrofits for Social Distancing	\$10,000
Hands Free Conversion (park bathroom, entrances)**	\$30,000
	\$152,000

Proposed Small Business Relief

The City would provide relief to eligible businesses who have been impacted by covid-19 to offset utility, taxes and business licenses. Doing so, will provide needed assistance to businesses. However, it will be structured to eliminate exorbitant paperwork and reporting requirements of businesses and ensure the City also covers expenses, maintains revenue through the pandemic.

The funding proposed would establish an anticipated 20 grants up to \$3,000 each for this purpose.

Hazard Pay

The City has offered hazard pay to employees unable to properly social distance. This has since expired with revised executive orders and the installation of PPE. To date, the city has incurred expenses of about \$12,000. If council elects, hazard pay could be reinstated or continued.

The funding proposed for this is \$22,000 total.

Emergency Planning

Hazard Pay for some employees previously given hazard pay was not eligible, specifically liquor store employees. However, some salary allocations ARE eligible under CARES funding. A prorated portion of the administrator and assistant administrator as well as the police chief's salaries are included for reimbursement. These positions played significant roles in the planning and response of Covid19.

\$12,000 allocated for this purpose.

Personal Protective Equipment

The City has incurred some expense to purchase masks, cleaning supplies etc. This would be to reimburse and purchase additional as needed.

\$3,000 allocated for this purpose.

Technology

The City has purchased electronic meeting software and anticipates additional expenditures for tablets, smart screens etc. to better facilitate remote meetings and telework for staff.

There is \$15,000 allocated for this purpose.

Interagency Support

The City was previously approached by Wright County Community Action Agency to provide funds to support a meal program. This is eligible for reimbursement under this program.

There is \$2,000 for this purpose.

Building Retrofits

The City has and will likely incur more expenses to assist with implementing social distancing guidelines. Recently, work was authorized to run additional ethernet and electrical wiring in the library to distance computer stations. Similar work may be sought within additional city facilities.

There is \$10,000 for this purpose.

Hands Free Conversion

At the time this was written guidance was sought and not yet received on this item. The proposed use would be to install touch free faucets, hand dryers and means to enter buildings/bathrooms and other high touch areas. Additionally, modifications to city hall may be needed to meet guidelines proposed for the general election. Specifically, having dedicated entrances/exits for election day.

There is \$30,000 programmed for this purpose.

Funding Limitations

- Funds must be expenses incurred from March 1, 2020 to November 15, 2020
- Funds must be incumbered or spent by December 1, 2020

More Information

- [League of Minnesota Cities Webinar – CARES Funding](#)

Additional Resources

Wright County was award \$16.5Million under the same program. They are holding a series of discussions with stakeholders to determine use county wide. The exact uses and allocations are not yet known. However, the City has attempted to fund things using our own allocation that are not perceived to be covered or offered by Wright County. Once additional information is made, modifications may be made to the programming and purchases considered and offered by the City.

DECISION MAKING METRICS:

FINANCIAL: We estimate about \$150,000 in CARES funding.

LEGAL: The amounts listed above are estimates at this point intended for general council approval and consideration. Monthly

reporting of expenditures must be submitted to the State of Minnesota. It is understood that all expenses will be made consistent with eligibility programming and submitted for review. In the event that programmed items are challenged and amounts are solidified, updates will also be provided to the city council.

STRATEGIC PLAN: Provide a Safe, Healthy Community

COUNCIL ACTION REQUESTED: Council is requested to complete the following motions:

1. Recommend approval of the CARES Funding consistent with the draft budget.
2. Direct staff to begin seeking quotes, purchases, and allocations consistent with the draft budget.
3. Direct staff to draft necessary applications to offer the Business Relief Program and disburse funding.

ATTACHMENTS:

1. N/A



HOWARD LAKE CITY COUNCIL MEETING

JULY 21, 2020

AGENDA ITEM: Consider Request to Wright County to Expand Scope of CSAH 7 Road Project.

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: Wright County has an adopted 5 year capital improvement plan for all county roadways. Currently, CSAH 7 North from Highway 12 to Highway 55 in Maple Lake is set for general pavement preservation in 2022.



Growing Community – Greater Needs

Meanwhile, increased pedestrian and bicycle traffic from Highway 12 to Imhoff Ave (Lake Ridge) & 1st Ave (Terning Trails) have prompted the City to contact Wright County about supporting improvements in this area for non-vehicle traffic. The improvements could range from construction of a full, grade separated trail or expanding the shoulder on one or both sides of the roadway. There are many right-of-way and physical limitations that the City must understand before proceeding with a project or even full project design:

- There is currently a 90' total road right of way. CSAH 35 in Buffalo is 150' in comparison.
- The lake on the west side of the road will present DNR, shoreline and general building limits due to steep slope.
- Underground utilities on the east side of the road will present increased challenges, additional expense to any project.
- Residential properties on both sides of the road have relatively narrow setbacks. A similar plan in 2007 received resistance from some residents and some (past) councilors.

Quick Overview of Possible Steps Forward

- ✓ City of Howard Lake authorizes Preliminary Engineering Report to be completed by city engineer. [Council 7.21.20]
- ✓ City of Howard Lake formally requests Wright County expand scope of CSAH 7 project.
- ✓ Wright County votes to modify 5-year CIP to include expanded scope for project.
- ✓ City & County enter into cost share agreement consistent with Wright County Cost Participation Policy
- ✓ City of Howard Lake designs, bids and is responsible for project administration at own schedule.

Timeline

First, the city council would need to commission a Preliminary Engineering Report. Doing so, would indicate enough interest in possible improvements to complete a basic engineering assessment of options and costs. The following rough timeline would be sought to be followed:

Commission Preliminary Engineering Report	July	2020
Council Review of Engineering Report	September	2020
Council Requests Expanding Scope to Wright County	October	2020
Wright County Approves CIP Modification	November	2020
City/County enter into Cost Share Agreement	Winter	2020
Begin Design, Right of Way Acquisition (if necessary)	Spring	2021
Construction/Completion	Fall	2022

Funding

CSAH 7 is eligible for state funding under the Municipal State Aid Fund (MSA). These are funds dedicated to communities over 5,000 people in population and under Wright County's funds in Howard Lake's case as our population is under 5,000 people. In order to obtain these funds, the project must be designed to MSA standards. A preliminary engineering study is needed to fully detail those standards locally.

Under the current CIP adopted by Wright County, without designing to MSA standards, all improvement costs requested by the City would be the responsibility of the City. If the City requests the CIP to be amended, Wright County agrees, MSA funds and the Wright County Cost Participation Policy is more favorable to the City.

Project Items	County Share	Municipality Share
Right of Way	0%	100%
Retaining Wall in Lieu of Right of Way	0%	100%
Clearing and Grubbing	0%	100%
Grading	0%	100%
Aggregate Base and Surfacing	0%	100%
Parking Lanes on 4-Lane or 6-Lane road	0%	100%
Storm Sewer and Ponds/Treatment Basins	0%	100%
Culverts	0%	100%
Concrete Sidewalk	0%	100%
Concrete Curb and Gutter and Pedestrian Ramps	0%	100%
Concrete Median and Median Curb	0%	100%
Concrete Driveway Entrances (Apron)	0%	100%
Municipal Utility Adjustment or Construction	0%	100%
Roundabouts	0%	100%
Traffic Signals	0%	100%
Intersection Lighting	0%	100%
Street Lighting	0%	100%
Bridges	0%	100%
Trails Along County Highway	0%	100%
Pedestrian Underpass/Overpass	0%	100%
Landscaping	0%	100%
Aesthetic Treatments	0%	100%
Highway Signs	0%	100%
Electronic/Specialty Signs	0%	100%
Noise Walls	0%	100%
Mobilization	0%	100%
Erosion Control	0%	100%
Traffic Control	0%	100%
Engineering Services	0%	100%
Other Items	0%	100%

Wright County Cost Share if NOT on CIP

Project Items	County Share	Municipality Share
Right of Way	Based on Scope	Based on Scope
Retaining Walls/ Retaining Walls in Lieu of Right of Way	50%	50%
Clearing and Grubbing	100%	0%
Grading	100%	0%
Aggregate Base and Surfacing	100%	0%
Parking Lanes on 4-Lane or 6-Lane Highway	0%	100%
Storm Sewer System and Ponds/Treatment Basins	%age of Contributing Flow	%age of Contributing Flow
Culverts	100%	0%
Concrete Sidewalk and Pedestrian Ramps	0%	100%
Concrete Curb and Gutter	%age of Contributing Flow (up to 50% max)	%age of Contributing Flow (up to 50% max)
Concrete Median and Median Curb	100%	0%
Concrete Driveway Entrances (Apron)	100%	0%
Municipal Utility Adjustment or Construction	0%	100%
Roundabouts	By Leg	By Leg
Traffic Control Signal Systems	By Leg	By Leg
Rural Intersection Street Lighting	100%	0%
Decorative/Urban Street Lighting	0%	100%
Bridges	100%	0%
Trails & Bikeways Along County Highway	0%	100%
Trail/Bikeway Underpass/Overpass	0%	100%
Landscaping and Aesthetic Treatments	0%	100%
Mailbox Supports (Meeting Swing-Away Standards)	100%	0%
Highway Signs	100%	0%
Electronic/Specialty Signs	50%	50%
Noise Walls	By Negotiation	By Negotiation
Mobilization	Pro-rated by const. share	Pro-rated by const. share
Erosion Control	Pro-rated by const. share	Pro-rated by const. share
Traffic Control	Pro-rated by const. share	Pro-rated by const. share
Engineering Services	Pro-rated by const. share	Pro-rated by const. share
Other Items	By Negotiation	By Negotiation

Wright County Cost Share if included CIP

Additional Funding Considerations

- MNDNR Trail Grant Program suggests this project would be eligible for funding under this program. About 15 years ago, the City attempted funding under this program. The city lost points (and funding) due to noted opposition from adjacent property owners and noting the application did not have unanimous support of the council.
- MNDOT ATP Grant Program may be a source as well. The City has recently and repeatedly applied for funding for this program for downtown improvements. This project may be more appropriate, but still very competitive.
- Sidewalk Improvement District – this would be an increased levy/special assessment applied to properties that receive a benefit of the project. Historically, council classifies street and sidewalk improvements to be beneficial for ALL residents. If so, a standard levy increase would be more appropriate.

IMMEDIATE ACTION REQUESTED

To determine general feasibility and estimated costs, we need to complete a Preliminary Engineering Report. The preliminary engineering report would seek to accomplish the following:

- Create concept plans and layouts.
- Determine if and quantify right-of-way acquisition needed.
- Determine if and quantify utility relocation/replacement needed.
- Establish cost estimates and proposed County/City Cost Share Agreement

Conferring with Josh Halverson/City Engineer, he proposes to complete this work under a time and materials arrangement, estimated at \$5,000.

DECISION MAKING METRICS:

FINANCIAL: The cost to complete the preliminary engineering report is estimated at \$5,000.

LEGAL: The City is not obligated to seek quotes or RFPs, the city engineer is appointed by the council.

STRATEGIC PLAN:

- Delivery Highway Quality Services & Reliable Infrastructure
 - Provide Diverse Amenities that Enhance Quality of Life
 - Ensure a Safe & Healthy Community
 - Develop a Livable Community for All
-

COUNCIL ACTION REQUESTED: Council is recommended to approve Bolton and Menk to complete a preliminary engineering report to determine the feasibility of improving CSAH 7 North to accommodate pedestrian and bicyclists.

ALTERNATIVES:

1. Council could determine no interest in this project (now or ever) and not proceed with Preliminary Engineering Report.
2. Council could table or not move forward at this time. If we follow the proposed schedule above, we will align with Wright County's proposed design and construction schedule. However, they have indicated they would turn over funds for us to complete either more aggressively in 2021 or later than 2022 if necessary.

ATTACHMENTS:

1. Wright County 5 Year CIP
2. Wright County Cost Participation Policy
3. Email Correspondence Virgil/Haggenmiller

Wright County 2019-2023 5-Year Plan

Legend

2019

- Pavement Preservation 23.0 Miles
- Reconstruction
- Safety/Spot Reconstruction Traffic Control
- Culvert

2020

- Pavement Preservation 21.4 Miles
- Reconstruction
- Culvert
- Safety/Spot Reconstruction Traffic Control
- Signal

2021

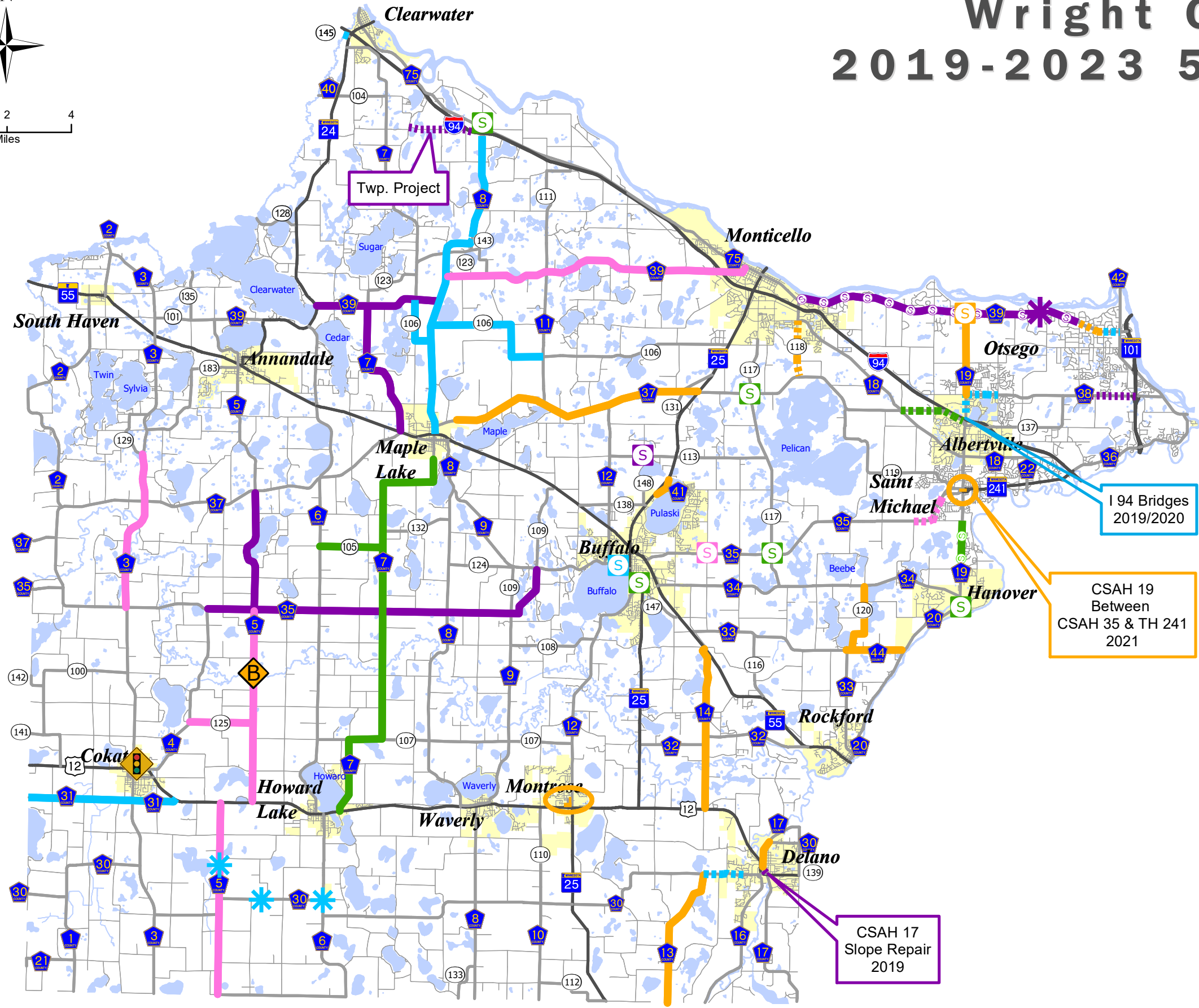
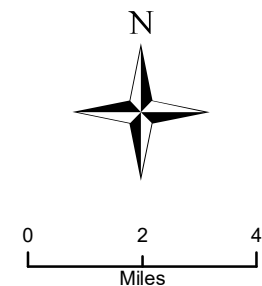
- Pavement Preservation 26.0 Miles
- Reconstruction
- Bridge
- CSAH 60 TURN BACK
- Safety/Spot Reconstruction Traffic Control

2022

- Pavement Preservation 15.5 Miles
- Reconstruction
- Safety/Spot Reconstruction Traffic Control

2023

- Pavement Preservation 28.8 Miles
- Reconstruction
- Safety/Spot Reconstruction Traffic Control





WRIGHT COUNTY DEPARTMENT OF HIGHWAYS

*Wright County Public Works Building
1901 Highway 25 North
Buffalo, MN 55313*

*Jct. T.H. 25 and C.R. 138
Telephone: (763) 682-7383
FAX: (763) 682-7313*

VIRGIL HAWKINS, P.E.
Highway Engineer

CHAD HAUSMANN, P.E.
Assistant Highway Engineer

STEVE MEYER
Maintenance
Superintendent

MARK JOHNSON
Right-of-Way Agent

TO: Wright County Cities and Townships

FROM: Virgil Hawkins, County Engineer

A handwritten signature in blue ink, appearing to read "Virgil Hawkins", is written over the "FROM:" line.

DATE: May 12, 2014

SUBJECT: Amended Cost Participation Policy for Highway Construction Projects

The Wright County Board of Commissioners, at its May 6th, 2014 meeting, unanimously voted to adopt a new Cost Sharing Policy for Highway Construction Projects in Wright County.

Please find enclosed a copy of the following:

- Copy of Executive Summary of the Cost Participation Policy Update
- Resolution 14-18, dated May 6, 2014
- Copy of Amended Cost Participation Policy, as adopted

Please direct any questions you have regarding this policy either to me or Chad Hausmann, Assistant County Engineer.

Enclosures

cc: County Commissioners
Lee Kelly, County Coordinator
Brian Asleson, Deputy County Attorney
Chad Hausmann, Assistant County Engineer



WRIGHT COUNTY DEPARTMENT OF HIGHWAYS

*Wright County Public Works Building
1901 Highway 25 North
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HIGHWAY COST PARTICIPATION POLICY UPDATE Executive Summary

Goals

1. Update existing cost participation policy (adopted March 1993) to include conventional projects (projects in the County 5-Year CIP) and development-driven projects (projects not in the 5-Year CIP). Development-driven projects are not addressed in the 1993 policy.
2. Update policy to include missing elements like roundabouts, electric/specialty signs, trails, landscaping, aesthetic treatments, pedestrian ramps (ADA), and any other items that are identified through this participative update process.

Objectives (recognizing that all projects are not the same)

1. Ensure an equitable and consistent approach for all projects regardless of location.
2. Remove uncertainty so that cities and developers understand county expectations related to cost share for improvements on county highways needed to accommodate development.
3. Update past practices by comparing 1993 policy, other counties' current policies, and by receiving input from cities and townships.

Background Study

The Transportation Committee of the Whole, at the May 21, 2013 meeting, directed the county engineer to compile a summary of Wright County's Cost Participation Policy, dated 1993 (including comparisons to several surrounding counties and past practices of Wright County). The county engineer was directed to send this information to all cities and townships in Wright County to solicit input for future discussion about an update to the policy. Two notices were sent to all of the cities and townships, dated July 12, 2013 and August 22, 2013. The county engineer was also invited to attend and met with the city administrators group on August 22, 2013 to discuss the county's desire to update this policy, to seek input to make the new policy more equitable, and to include items that the current policy does not address.

The county engineer received input from 10 cities and three townships for updating the Cost Participation Policy.

The County Board, at its January 7, 2014 Board Meeting, scheduled a public meeting date of Wednesday, February 12, 2014 at 3:30 pm to receive public input from all cities and townships for the proposed updated cost participation policy.

Proposed Cost Share Policy Summary

The proposed cost share policy contains two tables, which are attached to this summary, one for conventional projects (CIP) and one for development-driven projects (Non-CIP).

1. Conventional projects are projects programmed in the County 5-Year Capital Improvement Plan (CIP). These are typically projects that have been planned for some time and involve improvements to county roads to mitigate safety or improve traffic capacity. They can have regional significance, often receive grants, and are either already budgeted or budgeted contingent on receiving grants.
 - a. The table and accompanying notes for conventional projects (CIP) are a change from the existing (1993) policy that did not differentiate between conventional projects and development-driven projects.
 - b. Changes to the 1993 policy include: addition of roundabouts, intersection lighting, pedestrian underpasses/overpasses, aesthetic treatments, highway signs, electronic/dynamic signs, and noise walls. A revision to the trail cost share includes a reference to the Wright County Trail & Bikeway Plan.
2. Development-driven projects are projects that are not programmed in the County 5-Year CIP. These projects, which impact our highway system by triggering improvements, are typically required to accommodate imminent development or to stimulate development. County funding has not been identified for these projects in the current budget or CIP. They often require special funding or require previously programmed CIP projects to be delayed (if the county were to participate).
 - a. The table and accompanying notes for development-driven projects (non-CIP) is a new policy. The municipality is responsible for all of the cost of county road improvements required for these non-CIP projects, unless an agreement is reached between the county and municipality for funding.

Maintenance

The final section of the proposed cost share policy outlines maintenance responsibilities for projects constructed under the policy. This is a new addition to the Cost Participation Policy, as the 1993 policy did not address this at all. This policy includes some past practices, like storm sewer maintenance by municipalities, and adds language for the new items like roundabouts, signs, lighting, noise walls, etc.

Conclusion

The proposed policy meets the defined goals and objectives and is an equitable and fair approach to sharing in the cost of county highway projects with municipalities and townships.

The new proposed policy, as attached and adopted by the County Board on May 6, 2014 puts Wright County in line with surrounding counties for cost participation with municipalities and correlates to the majority of the changes as requested by the cities and townships that provided input into this process.

BOARD OF COUNTY COMMISSIONERS
WRIGHT COUNTY, MINNESOTA

Date May 6, 2014 Resolution No. 14-18
Motion by Commissioner Potter Seconded by Commissioner Daleiden

WHEREAS, an established funding policy for construction projects on County State Aid Highways and County Roads in Wright County provides for consistency and allows for better planning for both Wright County and other local units of government involved in the improvement project;

AND WHEREAS, input was received by cities and townships at a public meeting that was held on February 12, 2014 to update the current funding policy (dated 3/23/93);

AND WHEREAS, the Wright County Board has subsequently discussed the updated policy at a Transportation Committee meeting on April 1, 2014;

AND WHEREAS, an updated cost sharing policy provides for:

1. An equitable and consistent approach for all projects, regardless of location.
2. Ability of local units of government to provide input to improvement projects and to commit them, financially, to some of the decisions that are made.
3. Ability of County to distribute its improvement funds to more projects in more communities.
4. Updates that include missing items from the previous policy (roundabouts, electric/specialty signs, trails, landscaping, pedestrian ramps, etc.)

AND WHEREAS, the County Board has determined that the present policy needs some modifications.

NOW THEREFORE, BE IT HEREBY RESOLVED:

1. That the attached policy is hereby adopted.
2. That the attached policy supersedes the construction funding policy adopted by the Wright County Board on March 23, 1993.
3. That the policy be implemented on all future projects and on all current projects in which a funding agreement has not yet been approved by Wright County.

	YES
HUSOM	<u>X</u>
SAWATZKE	<u>X</u>
DALEIDEN	<u>X</u>
POTTER	<u>X</u>
BORRELL	<u>X</u>

	NO
HUSOM	<u> </u>
SAWATZKE	<u> </u>
DALEIDEN	<u> </u>
POTTER	<u> </u>
BORRELL	<u> </u>

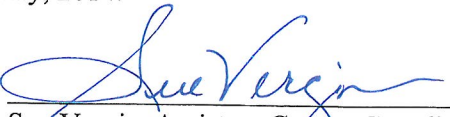
STATE OF MINNESOTA)

ss.

County of Wright)

I, Sue Vergin, duly appointed, qualified, and acting Clerk to the County Board for the County of Wright, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution or motion with the original minutes of the proceedings of the Board of County Commissioners, Wright County, Minnesota, at their session held on the 6th day of May, 2014 on file in my office, and have found the same to be true and correct copy thereof.

Witness my hand and official seal at Buffalo, Minnesota, this 6th day of May, 2014.


Sue Vergin, Assistant County Coordinator

AMENDED COST PARTICIPATION POLICY

(This Policy Replaces the Policy dated March 23, 1993)

Applicable to Cooperative Highway Projects between Wright County and Municipalities.

Original Policy adopted by the Wright County Board of Commissioners on March 23, 1993.

Adopted by the Wright County Board of Commissioners on May 6, 2014.

A. Construction Cost Share – Conventional Project (Projects programmed in the County 5-year CIP.)

Project Items	County Share	Municipality Share	Note
Right of Way	Based on Scope	Based on Scope	1
Retaining Walls/ Retaining Walls in Lieu of Right of Way	50%	50%	
Clearing and Grubbing	100%	0%	
Grading	100%	0%	2
Aggregate Base and Surfacing	100%	0%	3
Parking Lanes on 4-Lane or 6-Lane Highway	0%	100%	4
Storm Sewer System and Ponds/Treatment Basins	%age of Contributing Flow	%age of Contributing Flow	5
Culverts	100%	0%	
Concrete Sidewalk and Pedestrian Ramps	0%	100%	6
Concrete Curb and Gutter	%age of Contributing Flow (up to 50% max)	%age of Contributing Flow (up to 50% max)	7
Concrete Median and Median Curb	100%	0%	8
Concrete Driveway Entrances (Apron)	100%	0%	9
Municipal Utility Adjustment or Construction	0%	100%	
Roundabouts	By Leg	By Leg	10
Traffic Control Signal Systems	By Leg	By Leg	10
Rural Intersection Street Lighting	100%	0%	11
Decorative/Urban Street Lighting	0%	100%	12
Bridges	100%	0%	13
Trails & Bikeways Along County Highway	0%	100%	14
Trail/Bikeway Underpass/Overpass	0%	100%	14, 15
Landscaping and Aesthetic Treatments	0%	100%	16
Mailbox Supports (Meeting Swing-Away Standards)	100%	0%	
Highway Signs	100%	0%	
Electronic/Specialty Signs	50%	50%	17
Noise Walls	By Negotiation	By Negotiation	18
Mobilization	Pro-rated by const. share	Pro-rated by const. share	
Erosion Control	Pro-rated by const. share	Pro-rated by const. share	
Traffic Control	Pro-rated by const. share	Pro-rated by const. share	
Engineering Services	Pro-rated by const. share	Pro-rated by const. share	
Other Items	By Negotiation	By Negotiation	

Conventional Project Notes

1. Includes permanent and temporary easements needed for projects on the existing county highway system or newly established or dedicated county highway system, including the property needed for storm water treatment basins and wetland mitigation sites. Municipalities are responsible to pay R/W needed for added amenities (parking lane on four-lane or six-lane highways, sidewalk, trails, etc.)

2. Includes grading and removal items. Applies to county highways and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.

3. Applies to county highways and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.

4. Parking lane/shoulder on two-lane highways, per State Aid standards, will be 100% county cost. Includes grading, base, and surfacing. Applies to county highways and work necessary to tie in existing public street approaches. Enhancements to public street approaches are the responsibility of the municipality. New public or private street approaches are the responsibility of the municipality.

5. Includes catch basins, manholes, storm sewer pipes, outlet structures, grit chambers, and water quality and rate control ponds/basins. The county share is based on the ratio of contributing flow from the right of way to the total contributing flow. After construction of storm sewer system on a county highway, it will be the responsibility of the municipality to maintain the system, ponds/treatment basins.

6. Existing sidewalk/pedestrian ramps impacted by the highway construction will be replaced in kind by the county. Municipality is responsible for ownership and maintenance of sidewalk.

7. Existing curb and gutter impacted by the highway construction will be replaced in kind by the county. Municipality is responsible for ownership and maintenance of curb and gutter. County cost share will be by percentage of contributing flow, up to a maximum of 50%.

8. The county pays for standard median design which is plain concrete. If a municipality requests decorative/landscaped median, the municipality pays the additional cost above the cost of a standard median, including future maintenance.

9. Concrete aprons are installed at locations determined by the county. Driveways beyond the apron are constructed in-kind.

10. Applies to new and replacement traffic signal systems/roundabouts. Includes all components that make up a permanent warranted traffic control signal system or roundabout, including Emergency Vehicle Pre-emption (EVP) system (signal system), street lighting, with steel poles and mast arms (signal system) installed at an intersection of a county highway and public roadway at an approved location by the county. The county pays 0% of a signal system at a private access/road. The municipality pays 100% of the furnishing and maintenance of electrical power to the traffic signal. The cost to modify, update or completely reconstruct the signal system will be shared at the same percentage as the original installation.

11. Designed to light an intersection for traffic safety purposes. Locations will be determined by the county, and follow the county's current Rural Street Lighting Policy (45 mph or greater).

12. Decorative type and/or corridor lighting along the highway.

13. Applies to bridges under the county's jurisdiction. Any special/added decorative treatments or amenities above State Aid standards requested by municipalities will be 100% municipality cost, including any added R/W needed.

14. Applies to trails/bikeways constructed with county highway projects only. Stand alone trail/bikeway projects are handled separately. Locations and descriptions of potential trails/bikeways are identified in the Wright County Trail & Bikeway Plan, dated July 19, 2011. Applies to all costs associated with trail, including but not limited to: grading, drainage, base, surfacing, pedestrian ramps, wetland mitigation due to trail impacts, and additional right way needed for the trail. The county will only participate in funding trails/bikeways in accordance with the Wright County Trail & Bikeway Plan, dated July 19, 2011 (which includes grants, matching grants, local funding, and other non-highway funding sources).

15. Underpasses spanning 10 feet or more are considered bridges and will be added to the county bridge safety inspection program. Municipalities owning/maintaining the bridges will be responsible for reimbursing the County for the safety inspection costs.

16. Landscaping and aesthetic items that do not serve a specific transportation use, such as streetscaping, median plantings, decorative railing, and ornamental fencing, etc. All approved median plantings require irrigation.

17. Design/installation will be subject to approval of the county, and a separate agreement will be needed between the county and municipality, on a case-by-case basis. Municipality requesting specialty/dynamic signing will be responsible for power costs. Maintenance will be 50% each for county and municipality.

18. Additional costs for decorative noise walls will be the responsibility of the requesting agency.

B. Construction Cost Share – Development Driven Project (Projects not programmed in the County 5-year CIP)

Project Items	County Share	Municipality Share	Note
Right of Way	0%	100%	1
Retaining Wall in Lieu of Right of Way	0%	100%	1
Clearing and Grubbing	0%	100%	1
Grading	0%	100%	1
Aggregate Base and Surfacing	0%	100%	1
Parking Lanes on 4-Lane or 6-Lane road	0%	100%	1
Storm Sewer and Ponds/Treatment Basins	0%	100%	1
Culverts	0%	100%	1
Concrete Sidewalk	0%	100%	1
Concrete Curb and Gutter and Pedestrian Ramps	0%	100%	1
Concrete Median and Median Curb	0%	100%	1
Concrete Driveway Entrances (Apron)	0%	100%	1
Municipal Utility Adjustment or Construction	0%	100%	1
Roundabouts	0%	100%	1
Traffic Signals	0%	100%	1
Intersection Lighting	0%	100%	1
Street Lighting	0%	100%	1
Bridges	0%	100%	1
Trails Along County Highway	0%	100%	1
Pedestrian Underpass/Overpass	0%	100%	1
Landscaping	0%	100%	1
Aesthetic Treatments	0%	100%	1
Highway Signs	0%	100%	1
Electronic/Specialty Signs	0%	100%	1
Noise Walls	0%	100%	1
Mobilization	0%	100%	1
Erosion Control	0%	100%	1
Traffic Control	0%	100%	1
Engineering Services	0%	100%	1
Other Items	0%	100%	1

Development Driven Project Note

1. *Development Driven Projects* are projects that are not currently programmed in the county's 5-Year C.I.P., and due to the nature of the development(s), require improvements to the county highway system that are necessary for safety/capacity/access due to imminent development or to stimulate development. Lacking an agreement stating otherwise between the county and municipality, the county would participate in costs to improvements to the county highway system that are necessary for safety/capacity/access due to a development driven project as shown in Section B above. Access to the county highway system, due to development, will be based on an Agreement/Access Permit between the county and municipality that spells out the necessary improvements needed to the county highway system (based upon an independent traffic study, at

no cost to the county).

C. Maintenance - Maintenance of county highways constructed under this policy will be as follows, unless specified differently in a separate maintenance agreement. This Maintenance Policy will apply to both Conventional Projects and Development Driven Projects.

1. The county is responsible for maintenance of the county highway between curbs or between outside edges of shoulders. This includes but is not limited to snow and ice control, patching, crack sealing, seal coating, pavement rehabilitation, shouldering, pavement markings (excluding crosswalks) and sign replacement. In addition, the county is responsible for routine maintenance outside the edge of shoulder and within the right of way of a rural county highway. The county may enter into agreements with municipalities to perform highway maintenance.

2. The municipality is responsible for maintenance of the boulevard, landscaped median, curb and gutter, trees, shrubs, irrigation systems, sidewalk, pedestrian ramps, retaining walls, steps, aesthetic treatments, and other urban appurtenances within the right-of-way of an urban county highway. The county is responsible for standard concrete medians.

3. The county is responsible for maintenance of bridges and culverts on the county route.

4. The municipality is responsible for maintenance of its utilities and storm sewer systems, including detention/treatment basins. Costs to replace elements of storm sewer systems will be shared at the same percentage as the original installation.

5. The county is responsible for maintaining roundabouts on the county route with the exception of island landscaping and aesthetic treatments, which are the responsibility of the municipality.

6. Unless stipulated by special agreement, the county will own and is responsible for maintaining traffic signal systems (with the exception of the attached lighting) at county highway intersections with local public roadways and private streets. The municipality is responsible for maintaining the signal lighting and the electrical power to the signal system. The cost to modify, update, or completely reconstruct the signal system will be shared at the same percentage as the original installation.

7. The maintenance responsibility for street lighting shall be in accordance with the current County Rural Street Lighting Policy.

8. The municipality is responsible for the maintenance of decorative/corridor street lights.

9. The municipality is responsible for maintaining municipality owned trails/bikeways within the county highway right of way. Costs for major rehabilitation or replacement will be shared at the same percentage as the original installation, as governed by the Wright County Trail & Bikeway Plan.

10. The municipality is responsible for maintaining pedestrian underpasses and overpasses.

11. The municipality is responsible for maintaining marked crosswalks along county routes, in accordance with the county's marked crosswalk policy.

12. The county is responsible for maintaining highway signs.

13. The county is responsible for maintaining electronic/specialty signs. The costs of maintenance will be shared at the same percentage as the original installation.

14. Maintenance of noise walls is the responsibility of the agency paying for the initial installation.

From: [Virgil Hawkins](#)
To: [Nick Haggemiller](#)
Cc: [Chad D. Hausmann](#); [Sara C. Buermann](#)
Subject: RE: Construction Season!
Date: Tuesday, June 23, 2020 11:03:25 AM
Attachments: [image002.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image006.png](#)
[image010.png](#)
[image011.png](#)
[image004.png](#)
[05.06.2014.Final.Approved.CPP.Policy.pdf](#)
[Proposed 5 year CIP 2019-2023.Nov.8.2019.pdf](#)

Hi Nick,

Thanks for sharing with us the discussion that the city is having regarding County Highway 7. Yes, we do have an opportunity to change the scope of the 2022 planned pavement preservation work, with the understanding that the county would only cover the equivalent cost of what is budgeted/planned for pavement preservation. Another option would be to exclude the portion of Highway 7 from the 2022 pavement preservation project and a separate project be completed with a different scope (that would include what the city is looking for – widening/trail/urban, etc.).

Some things to consider:

- Work on CSAH 7 in Howard Lake is eligible for using the County's Municipal State Aid funds (since Howard Lake is under 5,000 population)
- A formal request from the city for widening/trail/urban, etc. for this portion of Highway 7 could be considered at the next update to our 5 Year plan. If added, then funding would be according to the county's funding policy (copy attached).
- Potential impacts to a widened/trail/urban design of this segment of CSAH 7 would likely include mature tree removals, R/W acquisition, to properties along the roadway
- Future city utility expansion plans/locations along this corridor?
- Our current 5 Year Plan covers 2019 to 2023 and we will be soliciting input later this year to update the plan to cover years 2021 to 2025.

We understand the city's desire for pedestrian accommodations along this segment of Highway 7 and support it from a pedestrian safety standpoint. We are available for further discussion on how it might best be accomplished working together in partnership.

Regards, Virgil.



Virgil Hawkins, P.E. • County Highway Engineer

WRIGHT COUNTY, MINNESOTA: HIGHWAY DEPARTMENT

direct: 763-682-7388 • fax: 763-682-7313 (Fax)

Highway Department Building, 3600 Braddock Ave NE, Buffalo, MN 55313

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