

*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 20, 2021 – 7:00 pm

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF AGENDA
Any additions, deletions, modifications to the agenda will be done at this time.
- D. COUNCIL MEETING MINUTES
 - a. [Consider Approving Minutes from the June 15, 2021 Meeting.](#)
- E. CITIZEN INPUT
- F. COUNCIL/COMMITTEE REPORT
- G. DEPARTMENT REPORTS
 - a. [Howard Lake Municipal Liquor Financials](#)
- H. CONSENT AGENDA
 - a. [Consider Accepting all Reports & Payment of Claims.](#)
 - b. [Consider Various Personnel Appointments.](#)
 - c. [Consider Approving Liquor License & Special Event License for Wright County Fair Grounds.](#)
 - d. [Consider Approving Use of Public Space for Vintage Exchange Flea Market.](#)
 - e. [Consider Assessing Property Owner for Expenses Associated with Nuisance Abatement.](#)
 - f. [Consider Change Order #1 for Water Meter Replacement Project.](#)
- I. PRESENTATIONS, PUBLIC HEARINGS & RELATED APPROVALS
 - a. [Consider Pinning of Sergeant Darek Szczepanik.](#)
 - b. [Consider Presentation & Acceptance of Financial Statements for FY2020.](#)
 - c. [Public Hearing Presentation for the proposed Howard Lake Library Project.](#)
 - d. [Public Hearing Presentation for the Adoption for EDA Enabling Resolution](#)
- J. NEW BUSINESS
 - a. [Consider Approving Resolution Adopting EDA Enabling Resolution 21-09.](#)
 - b. [Consider Resolution 21-10 Approving Plans & Specs & Authorizing the Advertisement of Bids for CSAH 7 Project.](#)
 - c. [Consider Approving Ordinance 21-01 Modification to Ordinance 12.02 Parking.](#)
 - d. [Consider Approving Resolution 21-11 Authorizing Summary Publication of Ordinance 12.02 Parking.](#)
 - e. [Consider Approving Resolution 21-12 Prohibiting Parking on CSAH 7.](#)
 - f. [Consider Selection of Developer & Acceptance of Terms for Terning Trails Plat 2.](#)
 - g. [Consider Approving Ordinance 21-02 Modification to Ordinance 10.02 Water Use.](#)
 - h. [Consider Approving Resolution 21-13 Authorizing Summary Publication of Ordinance 10.02 Water Use.](#)
 - i. [Consider Repeal of Ordinance 11.03 Regulation of Mailboxes](#)

- j. Consider Approving Resolution 21-14 Authorizing Summary Publication of Ordinance 11.03 Regulation of Mailboxes.

D. OLD BUSINESS

E. ADMINISTRATOR'S REPORT

F. 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

South Shore Event Center -
June 15, 2021

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman
Tom Kutz
Allan Munson
Gene Gilbert
Jason Deiter

COUNCIL ABSENT

STAFF PRESENT

Nick Haggenmiller, City Administrator
Meagan Theisen, Assistant City Administrator

ALSO PRESENT

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

APPROVAL OF AGENDA

Staff noted that the Audit Presentation has been rescheduled for the July 20th meeting.

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

APPROVAL OF MINUTES

Council Member Kutz moved to approve all of the Council Meeting Minutes from the May 18, 2021 regular Council Meeting. The motion was seconded by Council Member Munson and passed unanimously.

CITIZEN INPUT

No residents addressed the Council.

COUNCIL/COMMITTEE REPORT

Council Member Gilbert provided an overview of the Parks and Planning Commission meeting on Wednesday, June 9th. The PPC is still moving forward on updating the Comprehensive Plan.

Council Member Deiter stated that the Public Safety Commission met tonight (June 15th, 2021) to interview Keith Bobrowske for the Fire Chief position.

DEPARTMENT REPORTS

Receive and file the Howard Lake Municipal Liquor Financials.

CONSENT AGENDA

a. CONSIDER ACCEPTING ALL REPORTS AND PAYMENT OF CLAIMS

GENERAL FUND	57919 - 58042	\$432,673.18
PAYROLL	26861-26878, 501442-501475	\$47,597.79
ELECTRONIC	962-979	\$41,086.72
TOTAL		\$521,357.69
AMBULANCE CLAIMS	5755-5762	\$7,737.53
ELECTRONIC		\$
TOTAL		\$7,737.53

b. Consider Various Personnel Appointments.

c. Consider Approving Street Closure for Wright County Fair.

Council Member Munson moved to approve the Consent Agenda. The motioned was seconded by Council Member Gilbert and passed unanimously.

PUBLIC HEARING/PRESENTATION

~~Consider Presentation & Acceptance of Financial Statements for FY2020.~~ Pulled from Agenda.

NEW BUSINESS

a. CONSIDER APPROVING RESOLUTION PROPERTY TAX ABATEMENT FOR HLWW SCHOOLS

Haggenmiller reviewed the staff report and Resolution 21-08, a resolution approving property tax abatement for HLWW Schools.

Council discussed the terms of the request and alternative options.

Council Member Kutz moved to approve Resolution 21-08 PROPERTY TAX ABATEMENT FOR HLWW SCHOOLS, with the period of the agreement to be changed to 5 years instead of 20 years. The motion was seconded by Council Member Gilbert and passed unanimously.

b. CONSIDER APPROVING REVISIONS TO THE HLFD BYLAWS

Theisen presented the staff report, highlighting the addition of a Reserve Firefighter position. This position would not include retirement or any other benefits.

Council Member Deiter moved to approve the addition of the reserve firefighter position to the HLFD Bylaws. The motion was seconded by Council Member Kutz and passed unanimously.

c. CONSIDER APPROVING PURCHASE OF CIVIL DEFENSE SIRENS

Haggenmiller reviewed the staff report, stating that sirens 1 & 2 are at least 25 years old were recommended for replacement after being inspected by Frontline Warning Systems. Siren 3 is approximately 15 years old and is still operable and serviceable.

Council Member Kutz moved to approve the replacement of siren 1 & 2 and adding on the solar modules for each. The motion was seconded by Council Member Deiter and passed unanimously.

d. CONSIDER APPROVING AN ANNUAL MAINTENANCE AGREEMENT OF CIVIL DEFENSE SIRENS

Haggenmiller reviewed the staff report, recommending to move forward with an annual maintenance agreement for the new and existing sirens.

Council Member Kutz moved to approve the annual maintenance agreement for all three sirens. The motion was seconded by Council Member Gilbert and passed unanimously.

e. COSNDIER APPROVING PURCHASE, FABRICATION & INSTALLATION OF CURTAINS FOR EVENT CENTER

Theisen presented the staff report for the purchase and installation of curtains in the South Shore Event Center. The curtains will help with sound control and room darkening.

Council Member Deiter moved to approve the purchase, fabrication and installation of curtains in the event center. The motion was seconded by Council Member Munson and passed unanimously.

f. CONSIDER APPROVEL OF RFQ FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE LIBRARY PROJECT

Haggenmiller presented the staff report, reviewing the difference between a General Contractor, a Construction Manager and a Construction Manager at Risk. He stated that our retained architect recommending proposals from construction managers.

Council Member Deiter moved to move forward with an RFQ for a construction manager for the library project. The motion was seconded by Council Member Gilbert and passed unanimously.

OLD BUSINESS

None.

ADMINISTRATORS REPORT

- Haggenmiller stated that road maintenance will be starting over the next month on the roads that were approved at the May Council Meeting.
- Developers will be presenting at the July Council Meeting for the second phase of Terning Trails.
- The Parks and Planning Commission will be receiving a revised plan for the Pit Stop A & W project.

ADJOURN

Council Member Kutz motioned to adjourn the meeting at 8:23 PM. The motion was seconded by Council Member Munson and passed unanimously.

Attest – City Administrator/Clerk

Mayor

Howard Lake Wine & Spirits

Profit & Loss Statement

for the period 6/1/2021 to 6/30/2021

SALES	Mnthly Amnt	YTD Amount	Budget	% of Budget	2020 Mnthly Amt	2020 YTD Amt	+/- Pr Yr
Liquor	\$ 29,597	\$ 167,492	\$ 397,000	42%	\$ 32,723	\$ 166,518	\$ 974
Beer	\$ 56,120	\$ 276,454	\$ 675,000	41%	\$ 65,766	\$ 292,963	\$ (16,508)
Wine	\$ 5,535	\$ 44,149	\$ 102,000	43%	\$ 6,412	\$ 46,724	\$ (2,576)
Discounts	\$ (908)	\$ (7,594)	\$ (18,000)	42%	\$ (1,200)	\$ (7,516)	\$ (78)
Misc(Pop/Mixes/Tobaco)	\$ 2,014	\$ 8,772	\$ 33,600	26%	\$ 2,473	\$ 13,209	\$ (4,438)
Non Tax	\$ 1,881	\$ 4,995	\$ 14,400	35%	\$ 2,454	\$ 8,079	\$ (3,084)
Loyalty Program	\$ (15)	\$ (185)	\$ (3,000)	6%	\$ (1,170)	\$ (6,320)	\$ 6,135
On Sale Revenue - SSEC	\$ 2,541	\$ 4,540			\$ (109)	\$ 1,027	
Other Revenue	\$ 11	\$ 97			\$ 19	\$ 104	
TOTAL SALES	\$ 96,776	\$ 498,719	\$ 1,201,000	42%	\$ 107,368	\$ 514,789	\$ (19,575)
COST OF SALES							
Liquor	\$ 19,011	\$ 113,205	\$ 228,000	50%	\$ 22,685	\$ 116,002	\$ (2,797)
Beer	\$ 42,428	\$ 211,420	\$ 532,000	40%	\$ 41,482	\$ 221,421	\$ (10,000)
Wine	\$ 4,209	\$ 29,555	\$ 66,000	45%	\$ 5,378	\$ 32,369	\$ (2,814)
Misc Tax	\$ 2,441	\$ 7,514	\$ 17,500	43%	\$ 1,431	\$ 7,780	\$ (266)
Misc Non Tax	\$ -	\$ 179	\$ 8,500	2%	\$ 733	\$ 4,553	\$ (4,375)
Freight	\$ 505	\$ 3,298	\$ 8,000	41%	\$ 610	\$ 4,444	\$ (1,146)
TOTAL COST OF SALES	\$ 68,594	\$ 365,172	\$ 860,000	42%	\$ 72,320	\$ 386,569	\$ (21,398)
GROSS PROFIT	\$ 28,182	\$ 133,548					
EXPENSES							
Wages/Benefits	\$ 11,518	\$ 73,977	\$ 171,825	43%	\$ 11,357	\$ 70,337	\$ 3,640
Consulting	\$ 1,000	\$ 5,100	\$ 12,000	43%	\$ 700	\$ 2,800	\$ 2,300
Training & Seminars	\$ -	\$ 60	\$ 1,000	6%	\$ -	\$ 240	\$ (180)
Travel	\$ -	\$ 362	\$ 1,000	36%	\$ 86	\$ 616	\$ (254)
Dues & Subscriptions	\$ -	\$ 20	\$ 1,000	2%	\$ -	\$ -	\$ 20
Cash Short/Over	\$ (46)	\$ 27	\$ -		\$ (1)	\$ 32	\$ (5)
Credit Card Expense	\$ 1,764	\$ 9,000	\$ 18,000	50%	\$ 1,756	\$ 7,221	\$ 1,779
Insurance	\$ 484	\$ 9,636	\$ 9,300	104%	\$ 1,963	\$ 5,939	\$ 3,696
Repair & Maintenance	\$ 396	\$ 3,015	\$ 8,000	38%	\$ -	\$ 952	\$ 2,063
Computer Supplies/Technology	\$ -	\$ 3,526	\$ 4,500	78%	\$ 1,555	\$ 8,125	\$ (4,599)
Utilities	\$ 780	\$ 5,286	\$ 12,000	44%	\$ 548	\$ 3,942	\$ 1,344
Advertising	\$ -	\$ 1,976	\$ 2,500	79%	\$ -	\$ 1,916	\$ 60
Misc	\$ 356	\$ 1,748	\$ 5,000	35%	\$ 1,876	\$ 8,179	\$ (6,431)
Depreciation	\$ 625	\$ 3,750	\$ 7,500	50%	\$ 625	\$ 3,750	\$ -
TOTAL EXPENSES	\$ 16,877	\$ 117,483	\$ 253,625	46%	\$ 20,466	\$ 114,049	\$ 3,434
PROFIT/(LOSS)	\$ 11,306	\$ 16,065			\$ 14,582	\$ 14,171	

July 2021 HLWS KPI Overview



NEW for July

Change of Metrics

- > We underestimated COVID pandemic bump & gain from zero local on-sale business
- > Now using 2019 data to analyze 2021 performance. Not perfect but all that's available.
- > 2019 PROS: 1st year of current software & most recent "normal" econ environment
- > 2019 CONS: Construction zone: SSEC & store remodeling meant abnormal year
- > Will return to year-over-year comps in 2020--we hope with fingers crossed!
- > Key Performance Indicators from 1st half of 2021

▼ **25.6%**

Net Sales

2/4/21 +22.05%

6/30/21 -3.56%

▲ **5.45%**

Customer Count Q1

2020 9,016

2021 9,508

▼ **8.14%**

Customer Count Q2

2020 11,673

2021 10,723

▼ **2.21%**

Customer Count YTD

2020 20,689

2021 20,231

Month in Review

May 2019 vs May 2021

Sales

▲ 22 %

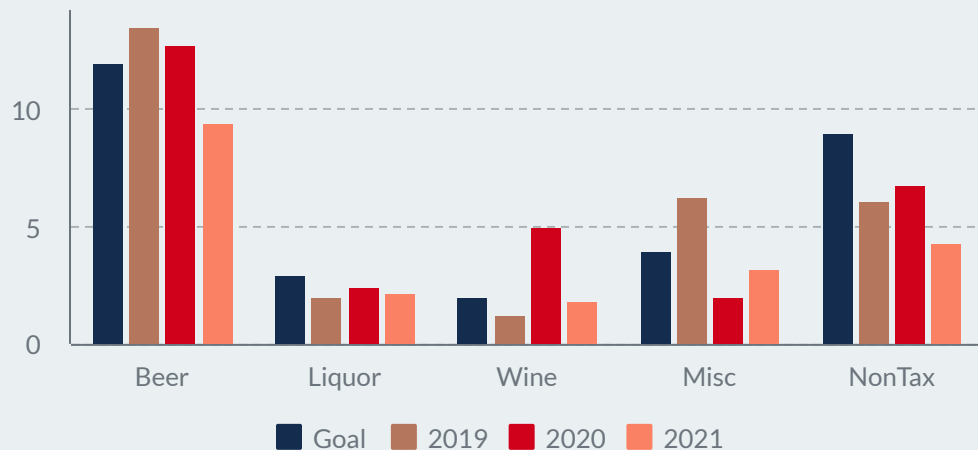
Customer Count

▲ 5 %

Avg Turn was 5, now 4.1

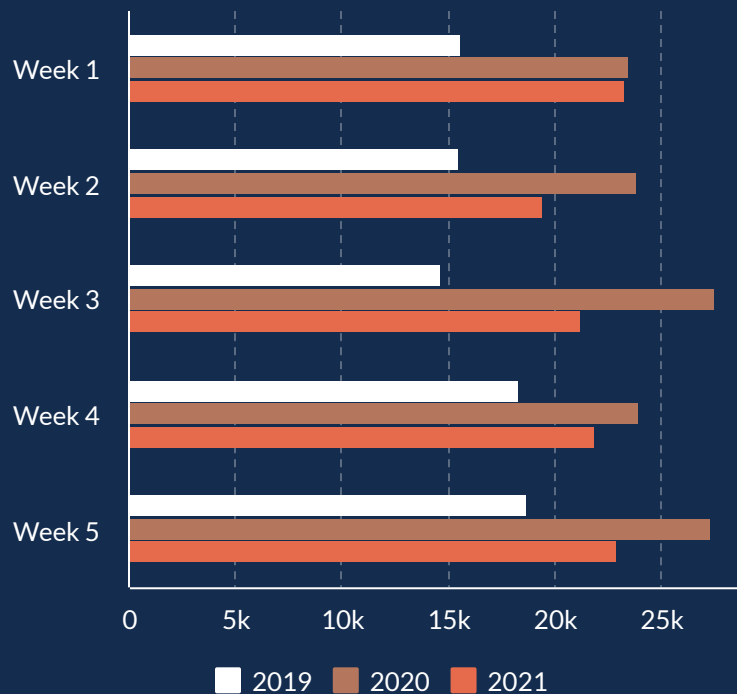
▼ 18 %

May Inventory Turns



Sales

May 2019 - 2021



Month in Review

June 2019 vs June 2021

Sales

▲ **17.4 %**

-9.6% vs. 2020

Customer Count

▼ **2.8 %**

About 3,800 in '19 & '21
Almost 4,300 last year!

Overall Turns

▼ **17.3%**

Beer is turning at 11.2
times vs. 15.5 in June '19

Gross Profit

▲ **19.5 %**

Currently 28.1%

Loyalty Program Payout

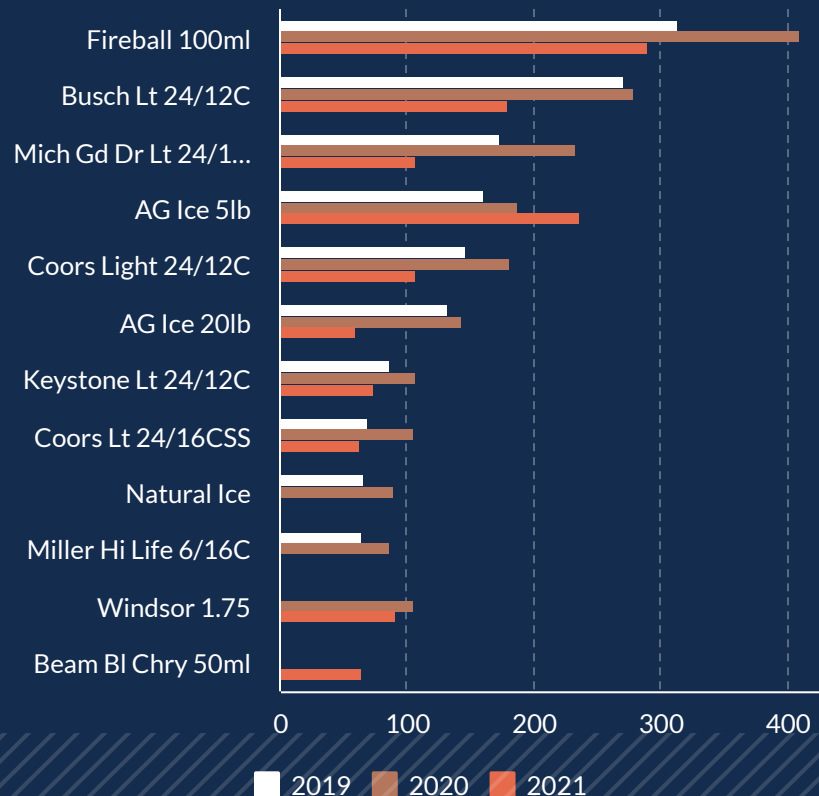
▼ **99.4%**

\$2,400 in June 2019
\$15 for June 2020

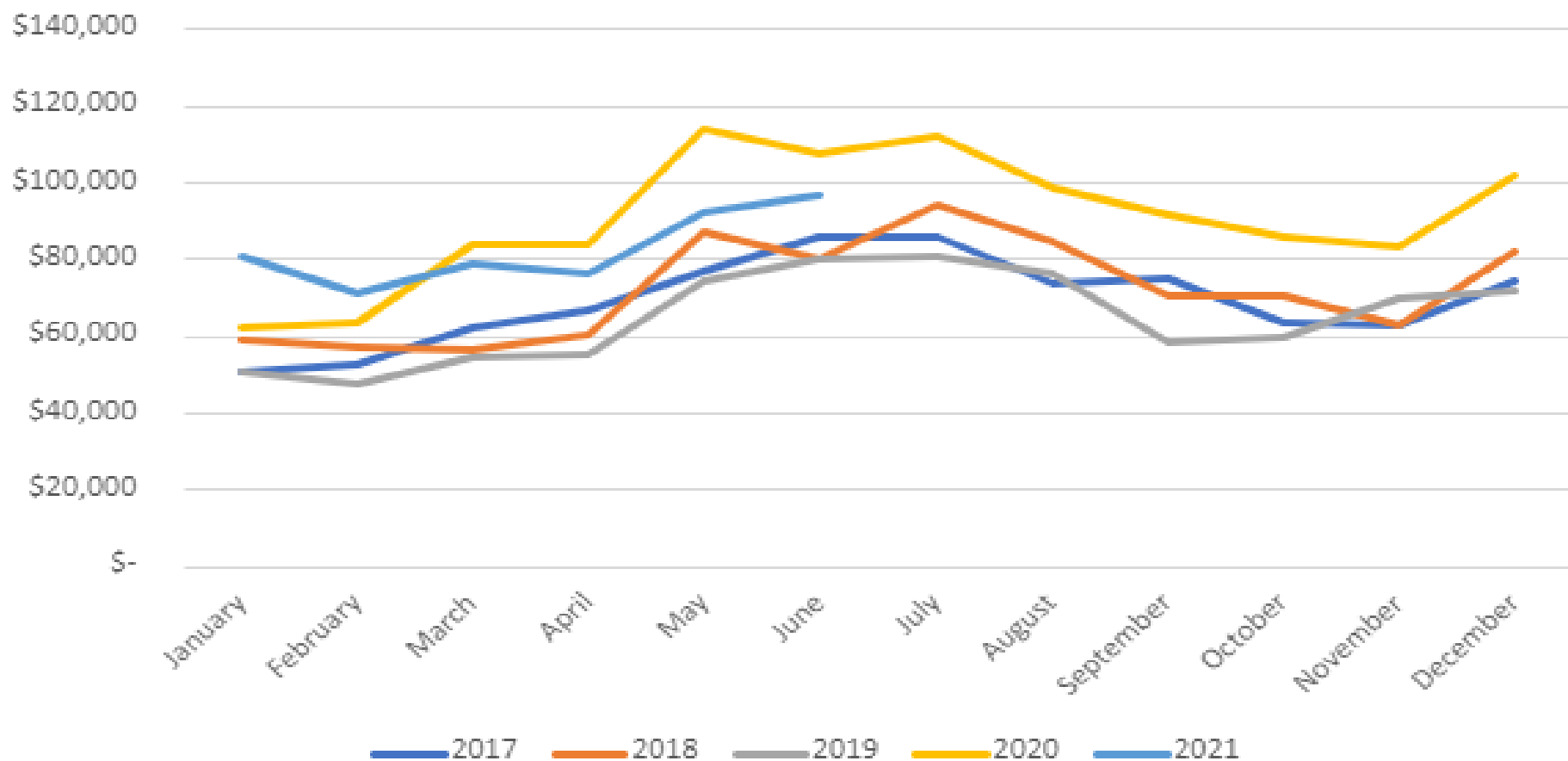
SSEC Revenue

▲ **\$2500**

June's Best Sellers by Unit



Monthly Sales 2017 to Present



Management's notes



52.7%

Historically, this is the amount
of annual sales completed by
June 30.

Reasonable Performance

Not record sales this year. If the road construction is kind, we might make a run at it next year. Feel positive that sales vs '19 were still up double digits. Down about 50 rings on cust count, but not worth spending over \$2k per month on a loyalty program.

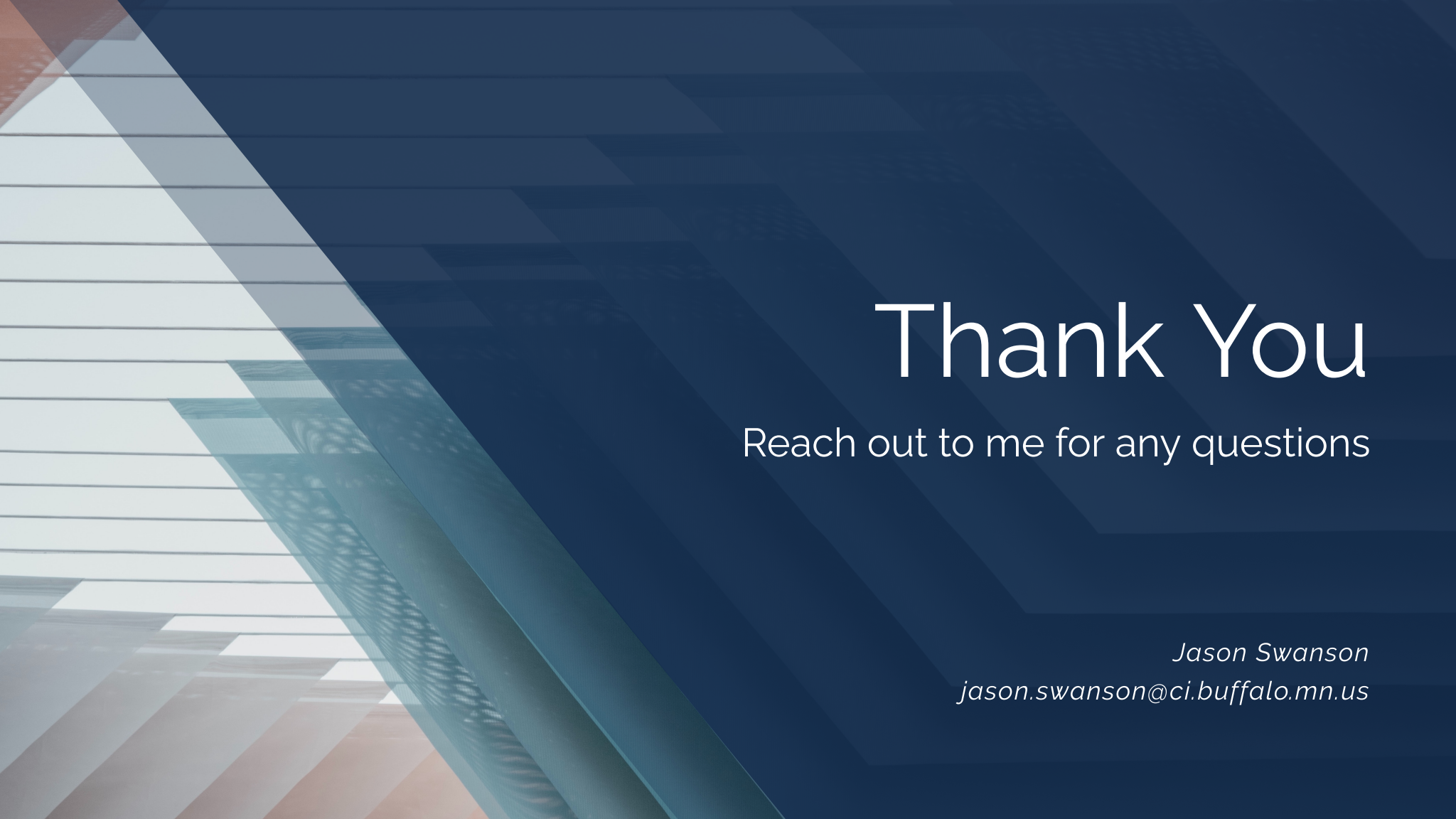
Setting a record profit is our goal, but what will it be for 2021? Many weeks left til '22. Posting a monthly profit in May & June, early in the year, is a sign we're buying wisely and sales are strong.



In our never-ending quest to improve profitability we have changed our operating hours to better match revenue generation.

10am-8pm, M-Sa

11am-4pm Sundays



Thank You

Reach out to me for any questions

Jason Swanson
jason.swanson@ci.buffalo.mn.us

CITY OF HOWARD LAKE
CLAIMS & DONATIONS APPROVED
DATE - July 20, 2021

GENERAL FUND	CHECKS:	58043 – 58183	\$872,521.46
PAYROLL		26879-26914, 501476 – 501545	72,445.30
ELECTRONIC		980-1003	<u>57,421.05</u>
TOTAL			\$1,002,387.81
AMBULANCE CLMS	CHECKS:	5763-5769	\$4,634.99
ELECTRONIC		14-16	37.74
TOTAL			\$4,672.73

1010 CITIZEN ALLIANCE

980e	INTERNAL REVENUE SERVICE	6/16/2021	\$7,114.19	
981e	MN DEPT OF REVENUE	6/16/2021	\$1,227.80	
982e	PERA	6/16/2021	\$5,128.70	
983e	FURTHER	6/16/2021	\$725.04	
984e	INTERNAL REVENUE SERVICE	6/30/2021	\$6,728.48	
985e	MN DEPT OF REVENUE	6/30/2021	\$1,243.05	
986e	PERA	6/30/2021	\$5,113.21	
987e	FURTHER	6/30/2021	\$725.04	
988e	MN DEPT OF REVENUE	7/1/2021	\$9,001.00	Sales Tax HLWS June 2021
989e	MN DEPT OF REVENUE	7/1/2021	\$1,501.00	Sales Tax UB June 2021
990e	PSN	7/1/2021	\$902.42	
991e	CITY OF BUFFALO	7/1/2021	\$60.00	ACCT# 26-022950-00
992e	CITIZENS ALLIANCE BANK	7/1/2021	\$30.00	ACH Origination
993e	HEARTLAND PYMT SERVICES	7/1/2021	\$1,567.72	
994e	AUTHNET GATEWAY BILLING	7/1/2021	\$20.00	
995e	LS WEEKEND CASH	7/1/2021	\$2,000.00	
996e	RADIANT SYSTEMS	7/1/2021	\$182.33	
997e	HEARTLAND PYMT SERVICES	7/1/2021	(\$6.00)	Correction to Credit Cards Chgs June
998e	CONSUMERS	7/1/2021	\$0.01	Correction for 06/21/2021 deposit
999e	CUSTOMERS-AMBULANCE	7/8/2021	\$0.00	Gateway Services Fee
1000e	INTERNAL REVENUE SERVICE	7/14/2021	\$6,680.60	
1001e	MN DEPT OF REVENUE	7/14/2021	\$1,200.91	
1002e	PERA	7/14/2021	\$5,550.51	
1003e	FURTHER	7/14/2021	\$725.04	
26879	BOBROWSKE, KURT	6/18/2021	\$230.87	
26880	ROLLINS, KENNETH	6/18/2021	\$425.84	
26881	BONNICK, STEVEN	6/18/2021	\$552.99	
26882	HAGLIN, SERENA P	6/18/2021	\$219.32	
26883	GOEPFERT, THOMAS	6/18/2021	\$734.90	
26884	DRUSCH, JACOB D	6/18/2021	\$445.00	
26885	DRUSCH, JOEY	6/18/2021	\$69.26	
26886	MAGES, ALEX	6/18/2021	\$368.70	
26887	SHEROD, JOSEPH L.	6/18/2021	\$69.26	
26888	STOLL, ERIC	6/18/2021	\$220.50	
26889	WIECH, KYLE	6/18/2021	\$253.21	
26890	GUNDERSON, KATHRYN M	6/18/2021	\$263.80	
26891	MILLER, EDWARD M	6/18/2021	\$199.94	
26892	ZEBRO, ALISON	6/18/2021	\$302.28	
26893	JOHNSON, JACOB D	6/18/2021	\$170.76	
26894	ROLLINS, KENNETH	7/2/2021	\$152.08	
26895	BONNICK, STEVEN	7/2/2021	\$2,209.85	
26896	HAGLIN, SERENA P	7/2/2021	\$180.38	
26897	GOEPFERT, THOMAS	7/2/2021	\$586.31	
26898	GUNDERSON, KATHRYN M	7/2/2021	\$215.06	
26899	MILLER, EDWARD M	7/2/2021	\$199.94	
26900	ZEBRO, ALISON	7/2/2021	\$370.14	
26901	BOBROWSKE, KURT	7/16/2021	\$184.70	
26902	ROLLINS, KENNETH	7/16/2021	\$342.16	
26903	VEADERKO, JAMES	7/16/2021	\$22.93	
26904	BONNICK, STEVEN	7/16/2021	\$354.10	
26905	HAGLIN, SERENA P	7/16/2021	\$265.56	
26906	GOEPFERT, THOMAS	7/16/2021	\$481.63	
26907	DRUSCH, JACOB D	7/16/2021	\$195.46	
26908	MAGES, ALEX	7/16/2021	\$233.96	

26909	SHEROD, JOSEPH L.	7/16/2021	\$23.09	
26910	STOLL, ERIC	7/16/2021	\$282.27	
26911	WIECH, KYLE	7/16/2021	\$92.35	
26912	GUNDERSON, KATHRYN M	7/16/2021	\$172.04	
26913	MILLER, EDWARD M	7/16/2021	\$241.10	
26914	ZEBRO, ALISON	7/16/2021	\$240.59	
58043	ASHWILL COMPANIES	6/21/2021	\$45,983.50	Pay Request No 1 CORRECTION
58044	HOWARD LAKE POSTMASTER	6/22/2021	\$290.88	UB June 2021
58045	AMERICAN SOLUTIONS FOR BU	6/28/2021	\$409.46	
58046	BOARMAN KROOS VOGEL GRO	6/28/2021	\$1,683.92	
58047	ALICIA BOLTZ	6/28/2021	\$35.00	Swim Lessong - Addison
58048	BURAU, ROSS	6/28/2021	\$24.97	REIMBURSEMENT 809 HAYWOOD DRIVE U
58049	CENTERPOINT ENERGY	6/28/2021	\$259.88	
58050	DAKOTA SUPPLY GROUP	6/28/2021	\$2,115.99	
58051	EARL F ANDERSON, INC	6/28/2021	\$651.92	
58052	EARTHLINK INC	6/28/2021	\$12.95	
58053	GRAINGER	6/28/2021	\$1,353.95	
58054	HOLIDAY STATIONSTORES, LLC	6/28/2021	\$243.06	
58055	HOWARD LAKE POSTMASTER	6/28/2021	\$1,253.20	
58056	INITIATIVE FOUNDATION	6/28/2021	\$500.00	
58057	JOE'S SPORT SHOP	6/28/2021	\$1,101.70	
58058	JONES, WES & LORI	6/28/2021	\$950.00	Driveway Escrow
58059	MYRA LAWAY	6/28/2021	\$14.00	Reimbursement
58060	LGI HOMES, INC	6/28/2021	\$5,700.00	3001 Pine Ave SW
58061	LONDON FOG, INC	6/28/2021	\$225.53	
58062	LOVE INC - HEARTLAND	6/28/2021	\$50.00	Refund Memorial Park Rental
58063	TOM MAIN	6/28/2021	\$950.00	Driveway Escrow
58064	MARCO	6/28/2021	\$314.71	
58065	MEDIACOM LLC	6/28/2021	\$266.17	
58066	MENARDS-BUFFALO	6/28/2021	\$704.74	Tables SSEC
58067	MN VALLEY TESTING LAB	6/28/2021	\$43.00	
58068	MUMFORD SANITATION	6/28/2021	\$10,927.95	COMPOST LEASE - JUNE
58069	MUNSON LAKES NUTRITION	6/28/2021	\$105.05	
58070	536600-NCPERS GROUP LIFE IN	6/28/2021	\$32.00	
58071	NORTHLAND TRUST SERVICES,	6/28/2021	\$10,900.00	2014A
58072	OSTGULEN, TERRY	6/28/2021	\$950.00	Driveway Escrow
58073	PAUMEN COMPUTER SERVICES	6/28/2021	\$395.00	
58074	POSEY PATCH FLOWERS	6/28/2021	\$5,000.00	Store Front Grant
58075	RON SCHROEDER CONTRACTIN	6/28/2021	\$2,300.00	Lions Park Beach
58076	SMITH, DAVID	6/28/2021	\$11.33	REIMBURSEMENT UTILITIES
58077	SPRINT	6/28/2021	\$309.85	
58078	STREICHER'S	6/28/2021	\$669.89	
58079	USA BLUEBOOK	6/28/2021	\$96.71	
58080	VERIZON	6/28/2021	\$80.02	
58081	VERIZON CONNECT NWF, INC	6/28/2021	\$23.49	
58082	VISA	6/28/2021	\$5,121.46	
58083	WRIGHT HENNEPIN ELECTRIC	6/28/2021	\$763.00	
58084	ARCTIC GLACIER ICE, INC	6/30/2021	\$682.10	
58085	BELLBOY CORPORATION	6/30/2021	\$2,358.05	
58086	BOOM ISLAND BREWING CO LL	6/30/2021	\$87.00	
58087	BREAKTHRU BEVERAGE	6/30/2021	\$3,709.72	
58088	CAPITOL BEVERAGE SALES	6/30/2021	\$14,840.68	
58089	DAHLHEIMER BEVERAGE, LLC	6/30/2021	\$11,848.75	
58090	JOHNSON BROTHERS LIQUOR C	6/30/2021	\$3,797.79	
58091	LOCHER BROS, INC	6/30/2021	\$7,873.90	

58092	PAUSTIS WINE COMPANY	6/30/2021	\$734.00	
58093	PHILLIPS WINE & SPIRITS	6/30/2021	\$9,546.15	
58094	RED BULL DISTRIBUTION CO, IN	6/30/2021	\$255.00	
58095	SOUTHERN GLAZER WINE & SPI	6/30/2021	\$1,487.31	
58096	ALDEN POOL & MUNICIPAL SUP	7/1/2021	\$3,617.00	
58097	KEITH BOBROWSKE	7/1/2021	\$65.00	Cell Allowance - July
58098	CENTURYLINK	7/1/2021	\$636.41	
58099	COKATO MOTOR SALES, INC	7/1/2021	\$523.66	
58100	CORE & MAIN	7/1/2021	\$126.71	
58101	DRUSCH PLUMBING AND HEATI	7/1/2021	\$798.11	
58102	FAMILY COUNSELING CENTER	7/1/2021	\$150.00	Jacob Johnson
58103	NICK HAGGENMILLER	7/1/2021	\$365.00	CELL PHONE - July
58104	HENNES-JOHNSON EQUIPMENT	7/1/2021	\$268.00	
58105	MYRA LAWAY	7/1/2021	\$65.00	CELL PHONE - July
58106	MEDIACOM LLC	7/1/2021	\$176.90	
58107	METRO WEST INSPECTION SER	7/1/2021	\$3,442.30	
58108	METRO WEST IRRIGATION	7/1/2021	\$265.50	
58109	NELSON ELECTRIC MOTOR REP	7/1/2021	\$1,989.00	
58110	PAULY'S PLUMBING & HVAC	7/1/2021	\$116.00	
58111	CLAYTON PRESTIDGE	7/1/2021	\$65.00	CELL PHONE - July
58112	STANLEY, BRIDGET	7/1/2021	\$65.00	CELL ALLOWANCE - July
58113	THEISEN, MEAGAN	7/1/2021	\$215.00	CELL - July
58114	ZWILLING, TROY	7/1/2021	\$65.00	CELL ALLOWANCE - July
58115	PRECISION UTILITIES	7/6/2021	\$4,785.13	
58116	PROFESSIONAL CLEANING SER	7/6/2021	\$1,000.00	
58117	DAHLHEIMER BEVERAGE, LLC	7/7/2021	\$2,089.05	
58118	ARCTIC GLACIER ICE, INC	7/8/2021	\$519.00	
58119	BCA/TRAINING & DEVELOPMEN	7/8/2021	\$150.00	
58120	BELLBOY CORPORATION	7/8/2021	\$1,088.30	
58121	BOLTON & MENK, INC	7/8/2021	\$16,997.50	Central Park
58122	CAPITOL BEVERAGE SALES	7/8/2021	\$1,779.24	
58123	CINTAS	7/8/2021	\$1,082.53	
58124	COKATO MOTOR SALES, INC	7/8/2021	\$11.70	Invoice# 12774
58125	FINKEN WATER CENTERS	7/8/2021	\$45.50	
58126	FURTHER	7/8/2021	\$3.20	
58127	GOPHER STATE ONE-CALL, INC	7/8/2021	\$88.65	
58128	HAWKINS, INC	7/8/2021	\$20.00	
58129	HL PIT STOP	7/8/2021	\$781.97	
58130	HLWW FFA	7/8/2021	\$800.00	Planters
58131	HOWARD LAKE FOODS	7/8/2021	\$289.05	
58132	HOWARD LAKE TIRE & AUTO	7/8/2021	\$413.58	
58133	JOE'S SPORT SHOP	7/8/2021	\$703.35	
58134	JOHNSON BROTHERS LIQUOR C	7/8/2021	\$403.78	
58135	LOCHER BROS, INC	7/8/2021	\$2,727.00	
58136	MARCO TECHNOLOGIES LLC	7/8/2021	\$277.06	
58137	MENARDS-BUFFALO	7/8/2021	\$179.99	
58138	MIDWEST MACHINERY CO	7/8/2021	\$101.55	
58139	MN VALLEY TESTING LAB	7/8/2021	\$48.00	
58140	NAPA AUTO PARTS COKATO	7/8/2021	\$224.89	
58141	NELSON ELECTRIC MOTOR REP	7/8/2021	\$135.00	
58142	PAUSTIS WINE COMPANY	7/8/2021	\$415.00	
58143	PHILLIPS WINE & SPIRITS	7/8/2021	\$4,296.58	
58144	SOUTHERN GLAZER WINE & SPI	7/8/2021	\$942.07	
58145	JASON SWANSON	7/8/2021	\$1,000.00	
58146	THE BROKEN BOLT	7/8/2021	\$80.00	

58147	US BANK	7/8/2021	\$25,428.75	2018A
58148	WASTEWATER COMMISSION	7/8/2021	\$46,557.00	May 2021 Less Forsmans & Sonstegards
58149	XCEL ENERGY	7/8/2021	\$76.89	
58150	ARCTIC GLACIER ICE, INC	7/15/2021	\$45.30	
58151	BRITTANY BENNIS	7/15/2021	\$4.48	Delivery Reimbursement
58152	CAPITOL BEVERAGE SALES	7/15/2021	\$3,488.95	
58153	COURI, & RUPPE, P.L.L.P.	7/15/2021	\$971.25	
58154	CUSTOMIZED FIRE RESCUE TR	7/15/2021	\$6,570.00	
58155	DAHLHEIMER BEVERAGE, LLC	7/15/2021	\$1,860.10	
58156	FIRST SECURITY BANK HENDRI	7/15/2021	\$4,334.00	Interest Pymnt - GO Tax Increment Refunding
58157	FORSMAN FARMS	7/15/2021	\$125,851.75	1st Half Pay 2021
58158	GREATER MN COMMUNICATION	7/15/2021	\$160.00	Envelopes
58159	HAWKINS, INC	7/15/2021	\$3,957.52	
58160	HEIMAN FIRE EQUIPMENT, INC	7/15/2021	\$237.15	
58161	HOLIDAY STATIONSTORES, LLC	7/15/2021	\$188.85	
58162	JOHNSON BROTHERS LIQUOR C	7/15/2021	\$1,140.18	
58163	LOCHER BROS, INC	7/15/2021	\$1,272.00	
58164	ALEX MAGES	7/15/2021	\$400.00	Reimbursement
58165	MARCO	7/15/2021	\$314.71	
58166	MEDIACOM LLC	7/15/2021	\$266.17	
58167	MIDWEST MACHINERY CO	7/15/2021	\$41.07	
58168	MN FIRE SERVICE CERT BOARD	7/15/2021	\$120.00	Bravinder, Seth
58169	MN PEIP	7/15/2021	\$12,585.09	
58170	MN PUBLIC FACILITIES AUTHOR	7/15/2021	\$376,286.85	2011 Bond (Water) Interest
58171	MN RURAL WATER ASSN	7/15/2021	\$783.00	Membership Sept 2021-August 2022
58172	MN VALLEY TESTING LAB	7/15/2021	\$43.00	
58173	MP ASPHALT MAINTENANCE	7/15/2021	\$6,800.00	
58174	NORTHWEST ASSOC CONSULT	7/15/2021	\$595.13	
58175	PAUMEN COMPUTER SERVICES	7/15/2021	\$360.00	Scheduled Support
58176	PHILLIPS WINE & SPIRITS	7/15/2021	\$749.13	
58177	PLUNKETT'S PEST CONTROL	7/15/2021	\$271.87	
58178	PREMIUM WATERS, INC	7/15/2021	\$13.00	
58179	STREICHER'S	7/15/2021	\$369.94	Serena
58180	THE LODGE OF HOWARD LAKE,	7/15/2021	\$23,181.52	1st Half Pay 2021
58181	VERIZON CONNECT NWF, INC	7/15/2021	\$97.14	
58182	WASTEWATER COMMISSION	7/15/2021	\$1,297.56	Sonstegard Discharge Fees - May 2021
58183	XCEL ENERGY	7/15/2021	\$9,264.12	
501476e	BOBROWSKE, KEITH	6/18/2021	\$207.79	
501477e	HAGGENMILLER, NICHOLAS A	6/18/2021	\$3,039.01	
501478e	KUTZ, KENNETH	6/18/2021	\$182.26	
501479e	LAWAY, MYRA	6/18/2021	\$1,706.42	
501480e	THOMPSON, DAVID G	6/18/2021	\$1,973.84	
501481e	THOMPSON, KYLE	6/18/2021	\$190.65	
501482e	ZANDER, SHARI	6/18/2021	\$1,095.55	
501483e	CASSIDY, JOSHUA J	6/18/2021	\$281.81	
501484e	STANLEY, ERIC TYSON	6/18/2021	\$456.83	
501485e	THEISEN, MEAGAN	6/18/2021	\$1,734.74	
501486e	WILLIAMS, HUNTER L	6/18/2021	\$903.84	
501487e	PRESTIDGE, CLAYTON P	6/18/2021	\$1,433.97	
501488e	STANLEY, BRIDGET	6/18/2021	\$1,084.68	
501489e	ZWILLING, TROY	6/18/2021	\$1,845.66	
501490e	BRAVINDER, SETH Z	6/18/2021	\$23.09	
501491e	DALBEC, JOSHUA S	6/18/2021	\$501.26	
501492e	KITTOCK, BRIAN	6/18/2021	\$69.26	
501493e	KITTOCK, NICOLE D	6/18/2021	\$336.31	

501494e	LOEBERTMANN, AMANDA G	6/18/2021	\$277.05
501495e	LOEBERTMANN, CRAIG	6/18/2021	\$184.70
501496e	PETERSON, DAVID T	6/18/2021	\$115.44
501497e	STUEVEN, MARK J	6/18/2021	\$115.44
501498e	YOKIEL, ANDREW J	6/18/2021	\$632.51
501499e	BENNIS, BRITTANY A	6/18/2021	\$151.17
501500e	LINDER, EMILY	6/18/2021	\$242.50
501501e	MCALPINE, DEBRA-ANN	6/18/2021	\$536.17
501502e	WILSON, WESLEY O	6/18/2021	\$57.35
501503e	SZCZEPANIK, DARIUSZ J	6/18/2021	\$1,800.23
501504e	HAGGENMILLER, NICHOLAS A	7/2/2021	\$3,039.01
501505e	KUTZ, KENNETH	7/2/2021	\$145.81
501506e	LAWAY, MYRA	7/2/2021	\$2,025.60
501507e	THOMPSON, DAVID G	7/2/2021	\$1,973.84
501508e	ZANDER, SHARI	7/2/2021	\$1,008.30
501509e	STANLEY, ERIC TYSON	7/2/2021	\$285.45
501510e	THEISEN, MEAGAN	7/2/2021	\$1,734.74
501511e	PRESTIDGE, CLAYTON P	7/2/2021	\$1,433.97
501512e	STANLEY, BRIDGET	7/2/2021	\$1,084.68
501513e	ZWILLING, TROY	7/2/2021	\$1,845.66
501514e	BENNIS, BRITTANY A	7/2/2021	\$158.34
501515e	LINDER, EMILY	7/2/2021	\$123.30
501516e	MCALPINE, DEBRA-ANN	7/2/2021	\$845.01
501517e	WILSON, WESLEY O	7/2/2021	\$129.03
501518e	JOHNSON, JACOB D	7/2/2021	\$1,017.52
501519e	SZCZEPANIK, DARIUSZ J	7/2/2021	\$1,800.23
501520e	BOBROWSKE, KEITH	7/16/2021	\$115.44
501521e	HAGGENMILLER, NICHOLAS A	7/16/2021	\$3,039.01
501522e	LAWAY, MYRA	7/16/2021	\$1,706.42
501523e	THOMPSON, DAVID G	7/16/2021	\$1,973.84
501524e	THOMPSON, KYLE	7/16/2021	\$346.18
501525e	ZANDER, SHARI	7/16/2021	\$979.20
501526e	STANLEY, ERIC TYSON	7/16/2021	\$270.42
501527e	THEISEN, MEAGAN	7/16/2021	\$1,734.74
501528e	WILLIAMS, HUNTER L	7/16/2021	\$561.66
501529e	PRESTIDGE, CLAYTON P	7/16/2021	\$1,433.97
501530e	STANLEY, BRIDGET	7/16/2021	\$1,084.68
501531e	ZWILLING, TROY	7/16/2021	\$1,845.66
501532e	BRAVINDER, SETH Z	7/16/2021	\$92.35
501533e	DALBEC, JOSHUA S	7/16/2021	\$330.21
501534e	KITTOCK, BRIAN	7/16/2021	\$137.70
501535e	KITTOCK, NICOLE D	7/16/2021	\$197.79
501536e	LOEBERTMANN, AMANDA G	7/16/2021	\$277.05
501537e	LOEBERTMANN, CRAIG	7/16/2021	\$92.35
501538e	PETERSON, DAVID T	7/16/2021	\$69.26
501539e	YOKIEL, ANDREW J	7/16/2021	\$253.21
501540e	DLUGOPOLSKI, TONI M	7/16/2021	\$51.61
501541e	LINDER, EMILY	7/16/2021	\$129.03
501542e	MCALPINE, DEBRA-ANN	7/16/2021	\$771.02
501543e	WILSON, WESLEY O	7/16/2021	\$120.43
501544e	JOHNSON, JACOB D	7/16/2021	\$1,629.49
501545e	SZCZEPANIK, DARIUSZ J	7/16/2021	\$1,800.23

Total Checks	\$1,002,387.81
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CITY OF HOWARD LAKE

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*Check Summary Register©

	Name	Check Date	Check Amt	
1012	CAB - AMBULANCE			
14e	CUSTOMERS-AMBULANCE	7/8/2021	\$8.95	MERCH Bank Fee
15e	CUSTOMERS-AMBULANCE	7/8/2021	\$18.61	Gateway Services Fee
16e	CUSTOMERS-AMBULANCE	7/8/2021	\$10.18	Gateway Services FEE
5763	VISA	6/21/2021	\$69.08	
5764	ALLINA HEALTH EMS	7/14/2021	\$200.00	
5765	BOUNDTREE MEDICAL	7/14/2021	\$267.75	
5766	CENTRAL MCGOWAN, INC	7/14/2021	\$25.77	
5767	CITY OF HOWARD LAKE	7/14/2021	\$2,925.00	Wages
5768	JOE'S SPORT SHOP	7/14/2021	\$347.39	
5769	RIDGEVIEW MEDICAL CENTER	7/14/2021	\$800.00	
Total Checks			\$4,672.73	



HOWARD LAKE CITY COUNCIL MEETING

July 20, 2021

AGENDA ITEM: Consider Accepting Various Personnel Appointments

SECTION: Consent Agenda

FROM: Megan Theisen, Assistant City Administrator

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

Promoted – Sergeant Darek Szczepanik – Howard Lake Police Department
Hired – Michelle Dlugopolski – Howard Lake Wine and Spirits
Dismissal – Eric Cleasby – Howard Lake Fire Department
Resigned – Justina Ferrell – Howard Lake Wine and Spirits
Resigned – Brittany Bennis – Howard Lake Wine and Spirits
Resigned – Elise Linder – Howard Lake Wine and Spirits
Resigned – Kylee Fie – Howard Lake Wine and Spirits
Resigned – Nick Allerson – Howard Lake Wine and Spirits
Resigned – Wesley Wilson – Howard Lake Wine and Spirits

DECISION MAKING METRICS:

FINANCIAL: This position is budgeted as part of the 2021 General Fund Budget.

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

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

COUNCIL ACTION REQUESTED: Approve appointments as presented.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

July 20, 2021

AGENDA ITEM: Consider Approving Temporary On-Sale Liquor License & Special Event License for Wright County Fair

SECTION: Consent Agenda

FROM: Meagan Theisen, Assistant City Administrator
Wright County Fair Board

BACKGROUND: Annually, the Wright County Agricultural Society applies for a temporary on-sale license for the Wright County Fair. This allows for strong beer sales to take place for the majority of the Fair and be within the applicable statutes and ordinances.

In honor of the Fair's 150th year, they would like to celebrate with Fireworks at 10:00 pm on Saturday, July 24th. Tracy Gutknecht, a member of the Wright County Fair Board, submitted a permit application for outdoor public fireworks, a certificate of Liability Insurance and a map indicating where the fireworks safety area.

DECISION MAKING METRICS:

FINANCIAL: Traditionally, the Wright County Fair has not been charged for the temporary liquor license or full temporary liquor license. Per city code, the fee is to be determined by the City Council.

LEGAL: Approval of the Temporary Liquor License is contingent upon completed application and insurance information.

Approval of the fireworks display based on the submission of the permit application and the insurance liability.

STRATEGIC PLAN: Sustain and Enhance Community Traditions

COUNCIL ACTION REQUESTED:

Approve a temporary 3.2 on-sale license and a temporary on-sale liquor license for July 21 – July 25, 2021 for the Wright County Fair.

Approve the Special Event License for the Fireworks Display at 10:00 pm on Saturday, July 24th.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

July 20, 2021

AGENDA ITEM: Consider Use of Public Space for Vintage Exchange Flea Market

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND:

Vintage Exchange Flea Market

Neil Wikoff, the owner of Vintage Exchange, hosted the 1st annual Good Neighbor Days Flea Market on June 26, 2021 in Block 18 and some surrounding area. The event came with such success that they would like to host a second Flea Market on Saturday, September 25th in Block 18 and the same surround area. The area will be occupied from 6 AM to 6 PM (including set up and take down). As shown in the attached map, the request is to block off areas of Block 18, a portion 7th Street adjacent to Block 18, and the east side of 8th Ave. There will be designated parking areas for local business patrons and for the local apartment dwellers. Vendors will be required to park in the designated vendor parking areas, MAWSECO and Central Park Parking Lot, to allow for consumer parking closer to the market itself. Neil will be required to work on the logistics of parking, signage and informing normal Block 18 users of the event.

FINANCIAL: None.

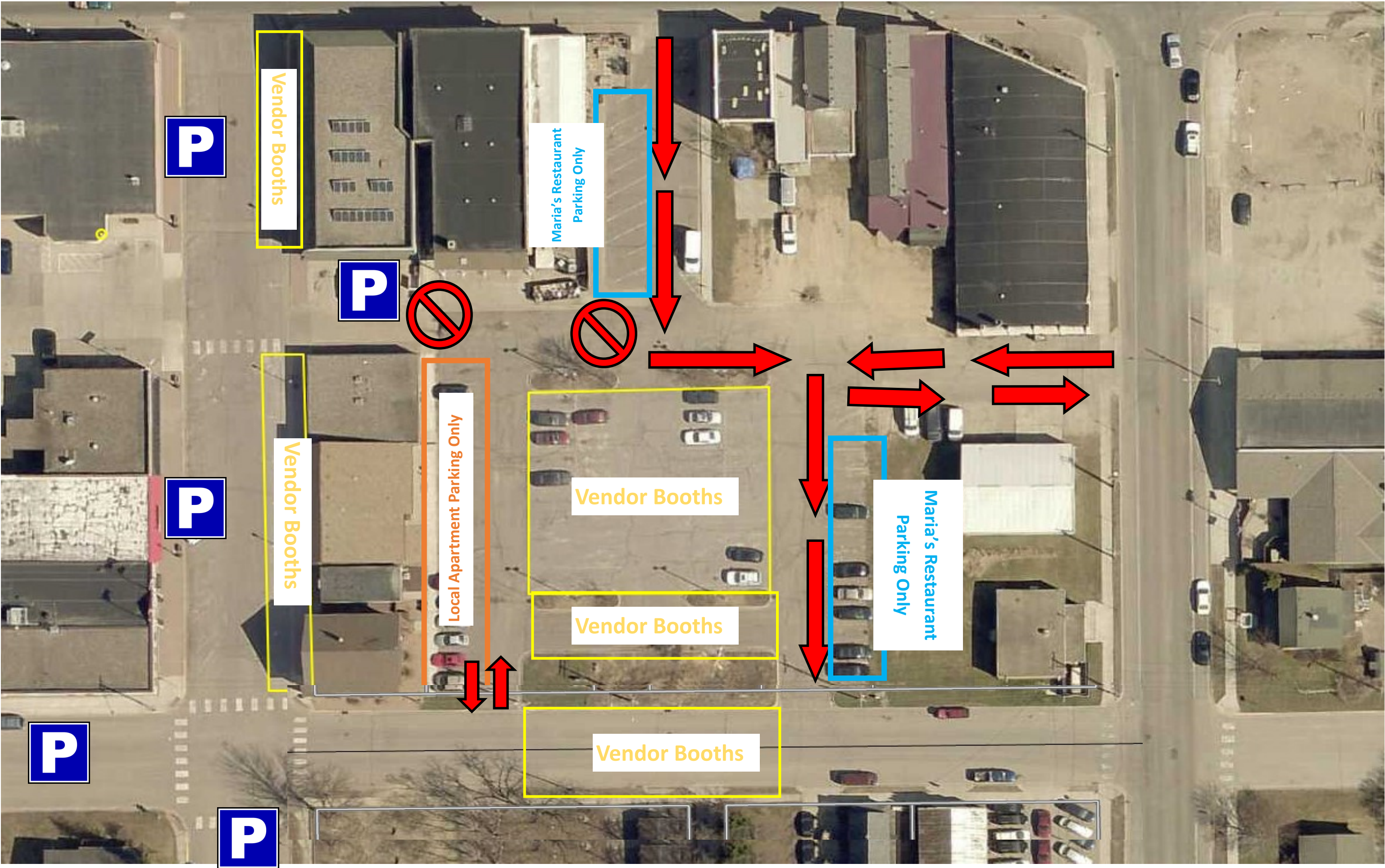
LEGAL: Council must approve use of public property.

STRATEGIC PLAN: Foster a Robust Community and Support Community Events

COUNCIL ACTION REQUESTED: Approve the use of Block 18 and surrounding area for a Flea Market during Good Neighbor Days on September 25, 2021.

ATTACHMENTS:

1. Map of Requested Area for Flea Market
2. Parking Information Map





HOWARD LAKE CITY COUNCIL MEETING

July 20, 2021

AGENDA ITEM: Code Enforcement Assessments

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: City staff is continuing to work on code enforcement efforts. Currently there is one property on our list that has received several code enforcement letters and administrative fines before finally correcting the issue.

1017 7th Ave – This property received 3 fines totaling \$250 for having a couch and mattress laying in the front yard for nearly 2 months.

COUNCIL ACTION REQUESTED: Approve the assessment of fines to the property listed above.

ATTACHMENTS:



HOWARD LAKE CITY COUNCIL MEETING

July 20, 2021

AGENDA ITEM: Consider Approving Change Order for Water Meter Replacement Project

SECTION: Consent Agenda

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: In May 2021, Dakota Supply Group (DSG) was selected as the contractor for the Water Meter Replacement Project at a cost of \$274,108.50, plus yearly ongoing software costs and pending a commercial water meter survey to verify the size of water meters in each commercial building. Howard Lake Public Works Staff completed a commercial water meter survey in June and submitted the water meter sizes to DSG.

To get through bidding, staff used estimates for commercial properties. Following the award of the low base bid, staff completed a full commercial inventory of existing meters. Staff discovered that one of the buildings currently has a 6" water meter, which was not initially accounted for in our proposal request. DSG is going to do a site survey of some of the commercial buildings and will also verify if that 6" meter is necessary or if it could be sized down. The total change order is \$25,591.60 and the 6" meter, including installation, is \$5,050 of that.

FINANCIAL: Change order request is \$25,591.60 pending site survey by DSG.

COUNCIL ACTION REQUESTED: Approve the change order for the Water Meter Replacement Project as presented.

ATTACHMENTS:

1. Contracts
2. Email showing differences from estimate to bid post inventory.



QUOTATION

845 Berkshire Lane North
Plymouth, MN 55441
Company: (952) 935-0445

kamstrup
Official partner

Brad Simms, Territory Manager
brad.simms@dsgsupply.com
Mobile: (952) 300-0352

DATE: July 14, 2021	CUSTOMER #: 51959	QUOTE #: S101094658
TO: City of Howard Lake Attn: Meagan Theisen 625 8th Ave Howard Lake, MN 55349	REFERENCE: Kamstrup flowIQ Commercial Meters	

QTY	DESCRIPTION	PRICE	TOTAL
88	flowIQ 2100 - ¾" x 7½" 32 GPM Composite Meter w/ Internal RF Transmitter	\$ 180.00	\$ 15,840.00
15	flowIQ 3250 - 1" x 10¾" 55 GPM Stainless Steel Meter w/ Internal RF Transmitter	\$ 300.00	\$ 4,500.00
14	flowIQ 3200 - 1½" x 13" 120 GPM Stainless Steel Meter w/ Internal RF Transmitter	\$ 749.00	\$ 10,486.00
2	flowIQ 3200 - 2" x 15-1/4" 160 GPM Stainless Steel Meter w/ Internal RF Trans	\$ 945.00	\$ 1,890.00
9	flowIQ 3200 - 2" x 17" 160 GPM Stainless Steel Meter w/ Internal RF Transmitter	\$ 945.00	\$ 8,505.00
3	flowIQ 3200 - 3" x 12" 350 GPM Stainless Steel Meter w/ Internal RF Transmitter	\$ 1,595.00	\$ 4,785.00
4	flowIQ 3200 - 4" x 14" 700 GPM Stainless Steel Meter w/ Internal RF Transmitter	\$ 2,286.00	\$ 9,144.00
1	MAG8000 - 6" Electronic Flow Meter with 4D External Battery *	\$ 4,200.00	\$ 4,200.00
1	READY Gateway for 6" Meter *	\$ 189.00	\$ 189.00
1	Accessories for 6" Meter (Grounding Rings, Gaskets, Bolts & Nuts)	\$ 183.20	\$ 183.20
3	Spool Flange x Flange - 3" x 4-7/8"	\$ 200.00	\$ 600.00
4	Spool Flange x Flange - 4" x 5-7/8"	\$ 200.00	\$ 800.00
1	Spool Flange x Flange - 6" x 5-7/8" *	\$ 225.00	\$ 225.00
* Special Order, Item is not returnable			
Total			\$ 61,347.20

FOB: Plymouth, MN | Terms: Net 30 | Delivery: Estimated 12 Weeks

BY: Brad Simms, Territory Manager This quotation is good until July 15, 2021

GENERAL TERMS & CONDITIONS

All sales of materials or equipment are expressly conditioned upon the terms and conditions set forth below. Any additional or different terms or conditions set forth in the purchase order of the Purchaser or in any similar such communications are hereby object to and shall not be bidding or effective unless asserted to in writing by an officer or credit manager of the company.

PRICE QUOTATIONS

All quotations are made in accordance with our interpretation of the plans and specifications. Quotations include only the materials listed and are subject to correction for errors. Deviations in quantities may modify prices quoted. Any orders resulting from quotations are subject to the approval of our credit department. In case of a price increase, any unfilled portion of any order will be billed at the price in effect at the time of shipment unless otherwise stated in quotation. Prices quoted do not include any state or federal taxes.

SALES PRICES & TERMS

Prices are subject to change without notice. Prices do not include sales, use, excise or similar taxes and where applicable, such taxes shall be billed as a separate item and paid by the Purchaser. Terms as stated on invoices. Unless otherwise noted, all sales are made f.o.b point of shipment: in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon the Purchaser.

DELIVERY

We shall not be liable for failure to deliver or for delays in delivery or performance due to: 1) causes beyond our reasonable control, or 2) acts of God, acts of Purchaser, acts of civil or military authority, priorities or other governmental allocations or controls, fires, strikes, or other labor difficulties, riots and other civil disturbances, delays in its usual source of supply, delays in transportation, or 3) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

PAYMENT

Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. If in our judgment, the Purchaser is unable or unwilling at the time the merchandise is ready for shipment, to perform its obligations in connection with the sale hereunder, we may suspend our performance to the extent that we have not already received the agreed purchase price and may make written demand upon the Purchaser for adequate security for its performance (including cash payment in advance), and the failure of the Purchaser to supply such security within 15 days after the date of such demand shall constitute a repudiation of the sale agreement. Purchaser may cancel any order only by mutual agreement based upon payment to us of reasonable and proper cancellation charges. A monthly service charge equal to the highest rate allowed by applicable State law will be made on all past due accounts.

RETURNED GOODS/RESTOCKING -

There is a restocking charge for STOCK MATERIALS returned beyond 30 days as follows: 1) 30 to 90 days of invoice date will be assessed a 10% restocking charge, 2) 90 to 120 days of invoice date will be assessed a 25% restocking charge. All sales of NON-STOCK specially ordered material are considered final. DSG at their discretion may contact the manufacturer with a special request for return authorization. The material cannot be returned until the authorization is given by the manufacturer and the terms and conditions of the return have been agreed upon by both parties. Purchaser will be assessed a restocking charge of 25% (may be higher depending on manufacturer), a charge for handling fees and all related freight charges.

WARRANTIES

DSG is neither the manufacturer nor the agent or representative of the manufacturer or the material or the equipment sold herein. Material and equipment distributed by DSG are the products of manufacturers sold under their respective brand or trade names. Except as the title, DSG MAKES NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to material or equipment distributed by DSG. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY. Purchaser shall rely upon only those warranties or guaranties of the manufacturer of said material or equipment, for which we assume no responsibility.

LIMITATION OF LIABILITY

Our liability on any claim for loss or damage arising out of sales contracts or from the performance or breach therefore or connected with the supply of material or equipment there under, or its sale, resale, operation or use, whether based on warranty, contract, negligence of other grounds, shall not exceed the price allowable to such materials or equipment or part thereof involved in the claim. We shall not under any circumstances, be liable for any labor charges unless agreed upon, in advanced, in writing by an authorized officer. WE SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Purchaser for such damages.

TAXES

In addition to the purchase price, that Purchaser will pay any federal, state or local sales, excise, use of thereof taxes arising from the sale or delivery of the products or the use thereof, unless an appropriate exemption certificate is provided by DSG.

By signing below, the undersigned evidences its agreement to the terms and conditions outlined above.

Signed: _____

Title: _____

Print Name: _____

Date: _____



QUOTATION

845 Berkshire Lane North
Plymouth, MN 55441
Company: (952) 935-0445

kamstrup
Official partner

Brad Simms, Territory Manager
brad.simms@dsgsupply.com
Mobile: (952) 300-0352

DATE: July 14, 2021	CUSTOMER #: 51959	QUOTE #: S100878320
TO: City of Howard Lake Attn: Nick Haggenmiller 625 8th Ave Howard Lake, MN 55349	REFERENCE: *** INSTALLATION OF Commercial METERS ***	

QTY	DESCRIPTION	PRICE	TOTAL
1	Mobilization - Covers subcontractors costs of travel and lodging - Assistance with drafting customer notifications letters - Utility is responsible for printing, mailing & postage of customer notifications - Includes call center & online scheduling of all meter installation appointments - Includes documentation of meter serial numbers & reading of current consumption - Includes before & after pictures of installation	\$ 9,595.00	\$ 9,595.00
	Removal & Replacement of Water Meter:		
0	Installation of 5/8" x 3/4" x 7½" Meter	\$ 71.50	\$ -
888	Installation of 3/4" x 7½" or 9" Meter	\$ 71.50	\$ 63,492.00
15	Installation of 1" Meter	\$ 71.50	\$ 1,072.50
14	Installation of 1.5" Meter	\$ 138.95	\$ 1,945.30
11	Installation of 2" Meter	\$ 139.95	\$ 1,539.45
3	Installation of 3" Meter	\$ 266.95	\$ 800.85
4	Installation of 4" Meter	\$ 355.95	\$ 1,423.80
1	Installation of 6" Meter	\$ 850.00	\$ 850.00
0	Plumber Rate (if needed)	TBD	
	Notes: - Remove & replace of a like-for-like meter of the same size. - Does not include any plumbing modifications. - Customer responsible for operation of the valves before & after meter. - City responsible for turning off curb stop if valve inside home is not operable - Sump Pump inspections can be added at an additional cost - Additional charges apply to freeze the service line if needed		
Budgetary Total			\$ 80,718.90

FOB: Plymouth, MN | Terms: Net 30 | Delivery: Estimated 12 Weeks

BY: Brad Simms, Territory Manager This quotation is good for 90-Days

GENERAL TERMS & CONDITIONS

All sales of materials or equipment are expressly conditioned upon the terms and conditions set forth below. Any additional or different terms or conditions set forth in the purchase order of the Purchaser or in any similar such communications are hereby object to and shall not be bidding or effective unless asserted to in writing by an officer or credit manager of the company.

PRICE QUOTATIONS

All quotations are made in accordance with our interpretation of the plans and specifications. Quotations include only the materials listed and are subject to correction for errors. Deviations in quantities may modify prices quoted. Any orders resulting from quotations are subject to the approval of our credit department. In case of a price increase, any unfilled portion of any order will be billed at the price in effect at the time of shipment unless otherwise stated in quotation. Prices quoted do not include any state or federal taxes.

SALES PRICES & TERMS

Prices are subject to change without notice. Prices do not include sales, use, excise or similar taxes and where applicable, such taxes shall be billed as a separate item and paid by the Purchaser. Terms as stated on invoices. Unless otherwise noted, all sales are made f.o.b point of shipment: in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon the Purchaser.

DELIVERY

We shall not be liable for failure to deliver or for delays in delivery or performance due to: 1) causes beyond our reasonable control, or 2) acts of God, acts of Purchaser, acts of civil or military authority, priorities or other governmental allocations or controls, fires, strikes, or other labor difficulties, riots and other civil disturbances, delays in its usual source of supply, delays in transportation, or 3) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

PAYMENT

Each shipment or delivery shall be deemed to have been sold under a separate and independent contract. If in our judgment, the Purchaser is unable or unwilling at the time the merchandise is ready for shipment, to perform its obligations in connection with the sale hereunder, we may suspend our performance to the extent that we have not already received the agreed purchase price and may make written demand upon the Purchaser for adequate security for its performance (including cash payment in advance), and the failure of the Purchaser to supply such security within 15 days after the date of such demand shall constitute a repudiation of the sale agreement. Purchaser may cancel any order only by mutual agreement based upon payment to us of reasonable and proper cancellation charges. A monthly service charge equal to the highest rate allowed by applicable State law will be made on all past due accounts.

RETURNED GOODS/RESTOCKING -

There is a restocking charge for STOCK MATERIALS returned beyond 30 days as follows: 1) 30 to 90 days of invoice date will be assessed a 10% restocking charge, 2) 90 to 120 days of invoice date will be assessed a 25% restocking charge. All sales of NON-STOCK specially ordered material are considered final. DSG at their discretion may contact the manufacturer with a special request for return authorization. The material cannot be returned until the authorization is given by the manufacturer and the terms and conditions of the return have been agreed upon by both parties. Purchaser will be assessed a restocking charge of 25% (may be higher depending on manufacturer), a charge for handling fees and all related freight charges.

WARRANTIES

DSG is neither the manufacturer nor the agent or representative of the manufacturer or the material or the equipment sold herein. Material and equipment distributed by DSG are the products of manufacturers sold under their respective brand or trade names. Except as the title, DSG MAKES NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, relating to material or equipment distributed by DSG. NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR PURPOSE SHALL APPLY. Purchaser shall rely upon only those warranties or guaranties of the manufacturer of said material or equipment, for which we assume no responsibility.

LIMITATION OF LIABILITY

Our liability on any claim for loss or damage arising out of sales contracts or from the performance or breach therefore or connected with the supply of material or equipment there under, or its sale, resale, operation or use, whether based on warranty, contract, negligence of other grounds, shall not exceed the price allowable to such materials or equipment or part thereof involved in the claim. We shall not under any circumstances, be liable for any labor charges unless agreed upon, in advanced, in writing by an authorized officer. WE SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES including, but not limited to, loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Purchaser for such damages.

TAXES

In addition to the purchase price, that Purchaser will pay any federal, state or local sales, excise, use of thereof taxes arising from the sale or delivery of the products or the use thereof, unless an appropriate exemption certificate is provided by DSG.

By signing below, the undersigned evidences its agreement to the terms and conditions outlined above.

Signed: _____

Title: _____

Print Name: _____

Date: _____

From: [Bradford Simms](#)
To: [Nick Haggemiller](#); [Meagan Donahue](#)
Subject: RE: DSG Quotes for Commercial Meters
Date: Wednesday, July 14, 2021 1:14:21 PM
Attachments: [image003.png](#)
[DSG Quote S100878180 for Howard Lake MN - Kamstrup AMR Drive-by System - SIGNED.pdf](#)
[DSG Quote S101094658 for Howard Lake MN - Commercial Meters.pdf](#)
[DSG Quote S100878320 for Howard Lake MN - Installation 071421.pdf](#)
[Howard Lake Meter Project - Bid vs Actual.xlsx](#)

Nick –

Original Bid Schedules:

- Bid Schedule A (Meters & AMR System) = \$199,990.00
- Bid Schedule B (Installation) = \$74,118.50
- Total = \$274,108.50

Actual Quotes:

- DSG Quote S100878180 (Residential Meters & AMR System) = \$157,645.00
- DSG Quote S101094658 (Commercial Meters) = \$61,347.20
- DSG Quote S100878320 (Installation) = \$80,707.90
- Total = \$299,700.10

I did an excel spreadsheet to show the differences (see attachments). The big difference is the number of commercial meters needed versus the bid tabs.

- ¾" Meters (800 bid vs 888 actual)
- 1" Meters (20 bid vs 15 actual)
- 1-1/2" Meters (10 bid vs 14 actual)
- 2" Meters (10 bid vs 11 actual)
- 3" Meters (5 vs 4 actual)
- 4" Meters (5 vs 4 actual)
- 6" Meters (0 bid vs 1 actual)

I hope this helps.

Brad Simms | Territory Manager - Metering

Dakota Supply Group | Plymouth, MN

Email: brad.simms@dsgsupply.com | Mobile: 952-300-0352

Company (952) 935-0445 | Toll Free (800) 325-0514

City of Howard Lake, Minnesota

2020 FINANCIAL STATEMENTS & AUDIT REPORT



Financial Highlights

Year Ended December 31, 2020

- Ending net position for the City totaled \$22,047,525
- Total net position increased by \$632,622 during the year
- Total government-wide revenues were \$6,552,517
- Total government-wide expenses were \$5,919,895
- Total combined ending fund balances for the City's governmental funds totaled \$6,481,245

Government-Wide Comparative Statement of Net Position

Governmental Activities

	Governmental Activities		
	2020	2019	Change
Assets			
Current and other assets	\$ 6,852,016	\$ 7,304,419	(452,403)
Capital assets	11,926,456	12,020,221	(93,765)
Total Assets	18,778,472	19,324,640	(546,168)
Deferred outflows of resources	363,728	415,406	(51,678)
Liabilities			
Current	527,661	787,063	(259,402)
Long-term	3,863,065	3,934,155	(71,090)
Total Liabilities	4,390,726	4,721,218	(330,492)
Deferred inflows of resources	279,717	407,831	(128,114)
EXCESS OF TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES OVER TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	\$ 14,471,757	\$ 14,610,997	\$ (139,240)
Net Position			
Net investment in capital assets	\$ 8,292,918	\$ 8,046,404	246,514
Restricted	3,678,797	3,681,739	(2,942)
Unrestricted	2,500,042	2,882,854	(382,812)
TOTAL NET POSITION	\$ 14,471,757	\$ 14,610,997	\$ (139,240)

Government-Wide Comparative Statement of Net Position

Business-Type Activities

	Business-Type Activities		
	2019	2018	Change
Assets			
Current and other assets	\$ 7,673,758	\$ 7,564,095	109,663
Capital assets	<u>7,720,977</u>	<u>7,978,873</u>	<u>(257,896)</u>
Total Assets	15,394,735	15,542,968	(148,233)
Deferred outflows of resources	54,642	82,334	(27,692)
Liabilities			
Current	902,664	293,502	609,162
Long-term	<u>7,724,451</u>	<u>9,317,542</u>	<u>(1,593,091)</u>
Total Liabilities	8,627,115	9,611,044	(983,929)
Deferred inflows of resources	<u>18,356</u>	<u>46,159</u>	<u>(27,803)</u>
EXCESS OF TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES OVER TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	<u>\$ 6,803,906</u>	<u>\$ 5,968,099</u>	<u>\$ 835,807</u>
Net Position			
Net investment in capital assets	\$ 1,232,693	\$ 3,021,159	(1,788,466)
Unrestricted	<u>5,571,213</u>	<u>2,946,940</u>	<u>2,624,273</u>
TOTAL NET POSITION	<u>\$ 6,803,906</u>	<u>\$ 5,968,099</u>	<u>\$ 835,807</u>

Government-Wide Comparative Statement of Activities

Governmental Activities

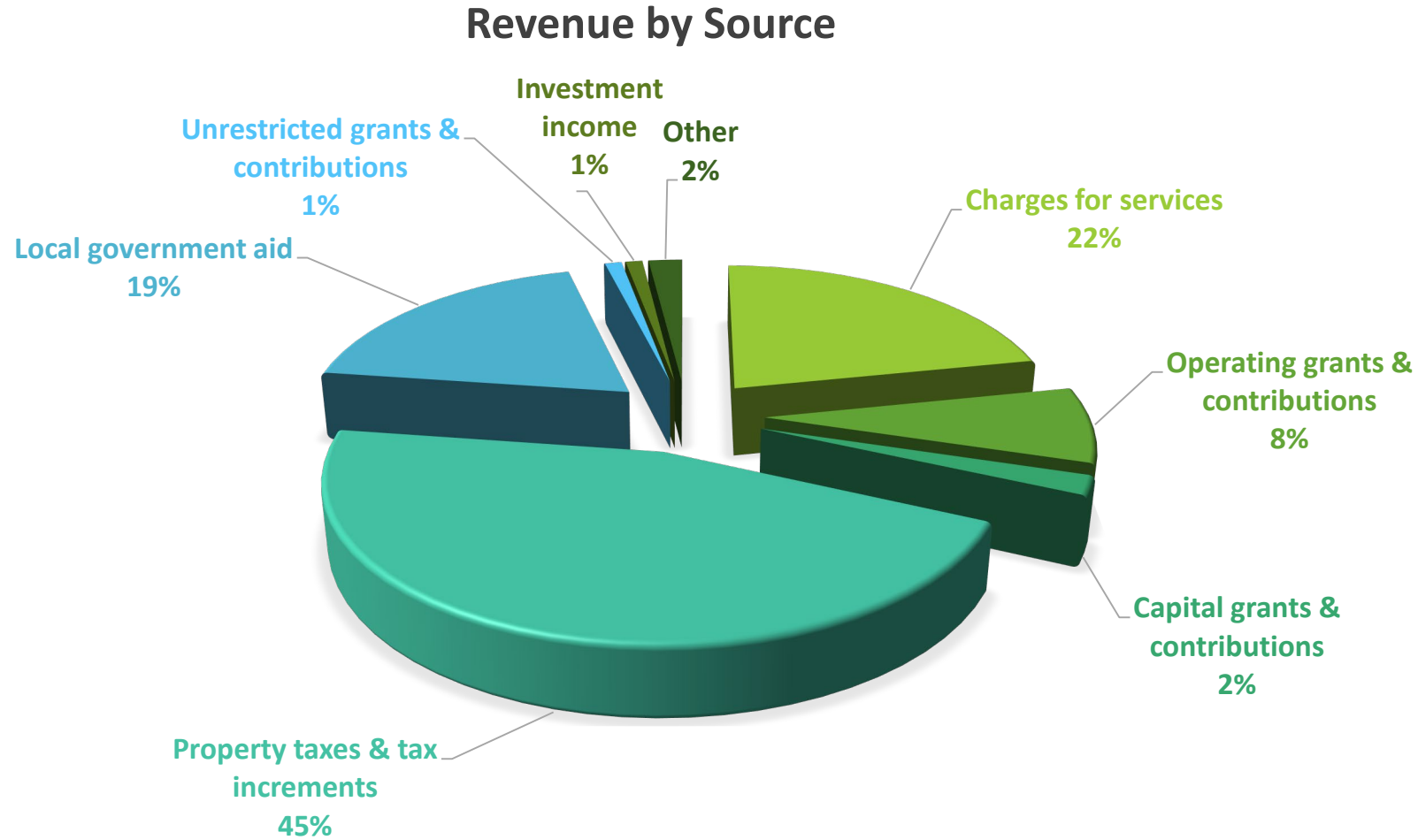
	Governmental Activities		
	2020	2019	Change
Revenues			
Program revenues			
Charges for services	\$ 703,146	\$ 596,038	107,108
Operating grants and contributions	242,214	445,775	(203,561)
Capital grants and contributions	65,000	2,000	63,000
General revenues			
Property taxes and tax increments	1,483,952	1,374,004	109,948
Grants and contributions not restricted	600,183	574,264	25,919
Investment income	35,558	66,605	(31,047)
Other	28,177	168,761	(140,584)
Gain (loss) on disposals	27,000	(541,187)	568,187
Total Revenues	3,185,230	2,686,260	498,970
Expenses			
General government	800,116	532,181	267,935
Public safety	736,118	784,932	(48,814)
Public works	905,823	700,392	205,431
Sanitation	154,133	140,329	13,804
Culture and recreation	165,356	213,416	(48,060)
Economic development	295,074	339,208	(44,134)
Cemetery	10,000	5,500	4,500
Other	135,877	109,867	26,010
Interest on long-term debt	121,973	118,511	3,462
Total Expenses	3,324,470	2,944,336	380,134
Excess (deficiency) of revenues over expenditures before transfers	(139,240)	(258,076)	118,836
Transfers	-	(35,000)	35,000
CHANGE IN NET POSITION	\$ (139,240)	\$ (293,076)	\$ 153,836

Government-Wide Comparative Statement of Activities

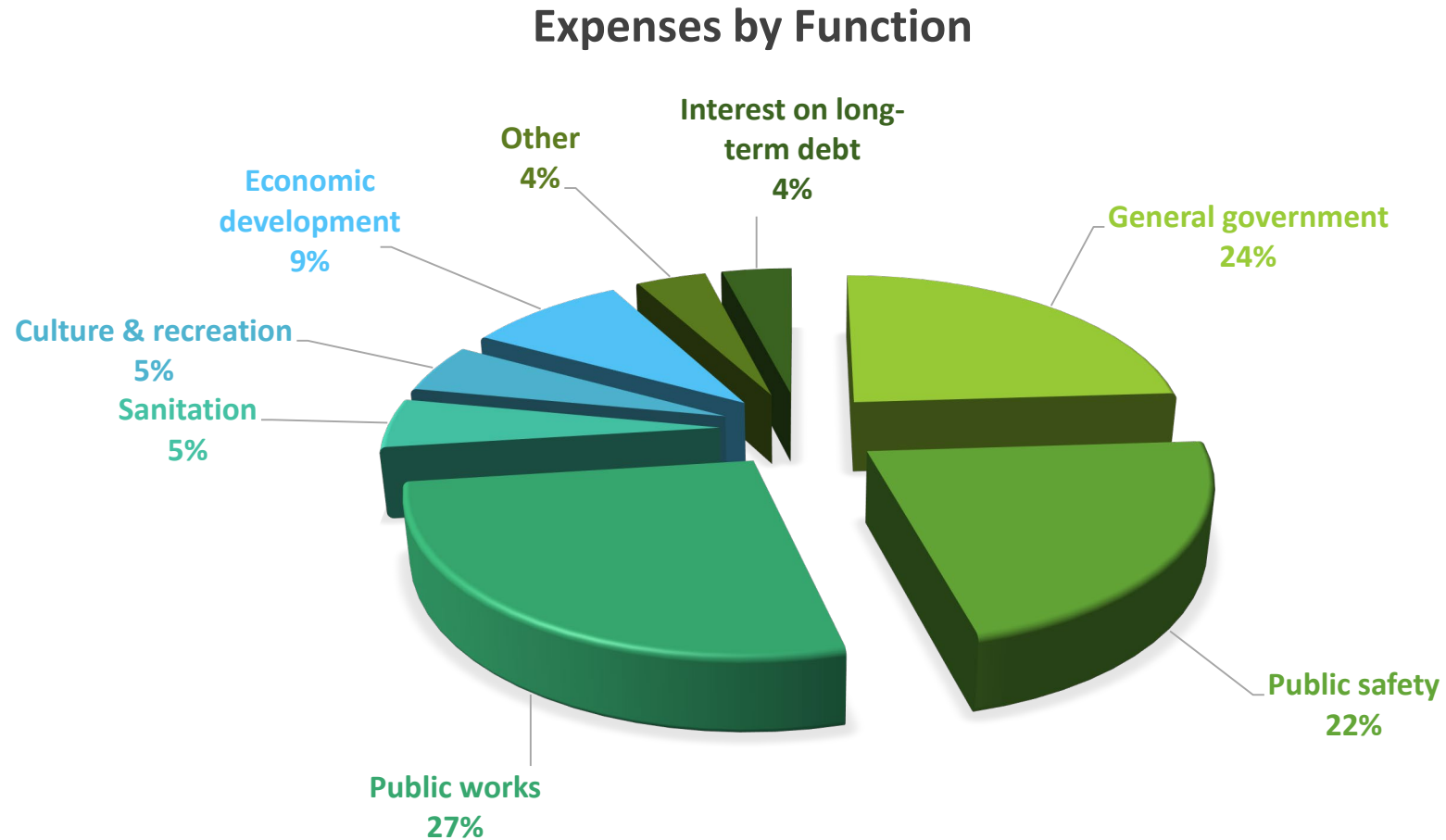
Business-Type Activities

	Business-Type Activities		
	2020	2019	Change
Revenues			
Program revenues			
Charges for services	\$ 3,369,923	\$ 3,108,361	261,562
Capital grants and contributions	193,706	193,794	(88)
General revenues			
Other	3,020	2,466	554
Total Revenues	<u>3,566,649</u>	<u>3,304,621</u>	<u>262,028</u>
Expenses			
Water	414,377	445,593	(31,216)
Sewer	1,113,832	1,170,681	(56,849)
Municipal liquor	<u>1,067,216</u>	<u>811,696</u>	<u>255,520</u>
Total Expenses	<u>2,595,425</u>	<u>2,427,970</u>	<u>167,455</u>
Excess of revenues over expenditures before transfers	971,224	876,651	94,573
Transfers	-	35,000	(35,000)
Change in equity interest	<u>(199,362)</u>	<u>(75,844)</u>	<u>(123,518)</u>
CHANGE IN NET POSITION	<u>\$ 771,862</u>	<u>\$ 835,807</u>	<u>\$ (63,945)</u>

Governmental Activities



Governmental Activities



Balance Sheet – Governmental Funds

	General Fund	TIF #10 Deutz Redevelopment	G.O. Improvement Bonds, Series 2010A	G.O. Tax Increment Bonds, Series 2013A	Capital Equipment	City Hall Project	Villas of Howard Lake Development	Other Governmental Funds	Total
ASSETS									
Cash and cash equivalents	\$ 476,706	\$ 35,588	\$ 216,191	\$ 71,974	\$ 1,868,630	\$ -	\$ 87,844	\$ 1,520,492	\$ 4,277,425
Accounts receivable	21,275	-	-	-	12,568	-	-	16,603	50,446
Taxes receivable – delinquent	15,699	-	1,051	-	-	-	-	1,051	17,801
Special assessments receivable	78	-	118,504	-	-	-	-	-	118,582
Due from other governmental units	51,945	-	788	-	-	-	-	45,387	98,120
Loans receivable	-	-	-	1,032,125	-	-	-	45,399	1,077,524
Due from other funds	2,037,616	-	-	-	-	-	-	1,700	2,039,316
Advance to other funds	130,934	-	-	-	-	-	-	157,269	288,203
Property held for resale	468,667	-	-	-	-	-	617,756	-	1,086,423
TOTAL ASSETS	\$ 3,202,920	\$ 35,588	\$ 336,534	\$ 1,104,099	\$ 1,881,198	\$ -	\$ 705,600	\$ 1,787,901	\$ 9,053,840
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES									
Liabilities									
Accounts payable	\$ 9,287	\$ -	\$ -	\$ -	\$ -	\$ 14,220	\$ -	\$ -	\$ 23,507
Accrued expenses	901	-	-	-	-	-	-	-	901
Accrued payroll	32,335	-	-	-	-	-	-	-	32,335
Due to other funds	-	-	-	-	-	83,376	-	1,955,940	2,039,316
Customer deposits	51,950	-	-	-	-	-	-	-	51,950
Advances from other funds	157,269	130,934	-	-	-	-	-	-	288,203
Total Liabilities	251,742	130,934	-	-	-	97,596	-	1,955,940	2,436,212
Deferred Inflows of Resources									
Unavailable revenue - taxes	15,699	-	1,051	-	-	-	-	1,051	17,801
Unavailable revenue - special assessments	78	-	118,504	-	-	-	-	-	118,582
Total Deferred Inflows of Resources	15,777	-	119,555	-	-	-	-	1,051	136,383
Fund Balances									
Nonspendable	599,601	-	-	-	-	-	617,756	-	1,217,357
Restricted	-	-	216,979	1,104,099	1,881,198	-	87,844	388,677	3,678,797
Unrestricted									
Assigned	-	-	-	-	-	-	-	1,346,510	1,346,510
Unassigned	2,335,800	(95,346)	-	-	-	(97,596)	-	(1,904,277)	238,581
Total Fund Balances	2,935,401	(95,346)	216,979	1,104,099	1,881,198	(97,596)	705,600	(169,090)	6,481,245
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 3,202,920	\$ 35,588	\$ 336,534	\$ 1,104,099	\$ 1,881,198	\$ -	\$ 705,600	\$ 1,787,901	\$ 9,053,840

(The accompanying notes are an integral part of these financial statements.)

Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds



	General Fund	TIF #10 Deutz Redevelopment	G.O. Improvement Bonds, Series 2010A	G.O. Tax Increment Bonds, Series 2013A	Capital Equipment	City Hall Project	Villas of Howard Lake Development	Other Governmental Funds	Total
REVENUES									
Taxes									
Property taxes	\$ 954,125	\$ -	\$ 63,945	\$ -	\$ -	\$ -	\$ -	\$ 63,945	\$ 1,082,015
Franchise taxes	10,387	-	-	-	-	-	-	-	10,387
Tax increments	-	56,327	-	-	-	-	-	344,983	401,310
Special assessments	3,739	-	13,376	-	-	-	-	21,320	38,435
Licenses and permits	88,572	-	-	-	-	-	-	-	88,572
Intergovernmental	677,145	-	-	-	-	-	-	165,252	842,397
Charges for services	277,902	-	-	-	194,320	-	-	137,462	609,684
Net investment earnings	15,645	-	-	15,326	-	-	-	4,588	35,559
Contributions and donations	10,000	-	-	-	-	-	-	55,000	65,000
Refunds	355	-	-	-	-	-	-	-	355
Other	9,976	-	-	-	-	-	-	-	9,976
Total Revenues	2,047,846	56,327	77,321	15,326	194,320	-	-	792,550	3,183,690
EXPENDITURES									
Current									
General government	616,714	-	-	-	-	-	-	-	616,714
Public safety	483,536	-	-	-	20,106	-	-	116,732	620,374
Health	7,626	-	-	-	-	-	-	-	7,626
Public works	488,369	-	-	-	140,213	-	-	-	628,582
Sanitation	154,133	-	-	-	-	-	-	-	154,133
Culture and recreation	48,434	-	-	-	32,318	-	-	-	80,752
Housing and economic development	-	-	-	-	-	-	-	295,074	295,074
Other	62,983	-	-	-	-	-	-	75,668	138,651
Debt service									
Principal	5,806	-	45,000	20,000	-	-	-	260,000	330,806
Interest	12,194	-	10,172	24,877	-	-	-	84,201	131,444
Capital outlay	85,837	-	-	-	70,049	90,759	-	322,369	569,014
Total Expenditures	1,965,632	-	55,172	44,877	262,686	90,759	-	1,154,044	3,573,170
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	82,214	56,327	22,149	(29,551)	(68,366)	(90,759)	-	(361,494)	(389,480)
OTHER FINANCING SOURCES (USES)									
Sale of property	-	-	-	-	27,000	-	-	-	27,000
Insurance recovery	7,459	-	-	-	-	-	-	-	7,459
Transfers in	62,924	-	-	-	-	-	-	90,000	152,924
Transfers out	(40,000)	(47,000)	-	-	-	-	-	(65,924)	(152,924)
Net Other Financing Sources (Uses)	30,383	(47,000)	-	-	27,000	-	-	24,076	34,459
NET CHANGE IN FUND BALANCES	112,597	9,327	22,149	(29,551)	(41,366)	(90,759)	-	(337,418)	(355,021)
FUND BALANCES – BEGINNING	2,822,804	(104,673)	194,830	1,133,650	1,922,564	(6,837)	705,600	168,328	6,836,266
FUND BALANCES – ENDING	\$ 2,935,401	\$ (95,346)	\$ 216,979	\$ 1,104,099	\$ 1,881,198	\$ (97,596)	\$ 705,600	\$ (169,090)	\$ 6,481,245

(The accompanying notes are an integral part of these financial statements.)

Budget to Actual – General Fund

Year Ended December 31, 2020

	Budgeted Amounts			Variance Over (Under)
	Original	Final	Actual Amounts	
REVENUES				
Taxes				
Property taxes	\$ 1,065,459	\$ 1,065,459	\$ 954,125	\$ (111,334)
Tax increments	15,000	15,000	-	(15,000)
Franchise taxes	10,000	10,000	10,387	387
Total Taxes	1,090,459	1,090,459	964,512	(125,947)
Special assessments	24,000	24,000	3,739	(20,261)
Licenses and permits	47,730	47,730	88,572	40,842
Intergovernmental				
State				
Local government aid	599,186	599,186	600,183	997
Fire relief aid	23,500	23,500	26,691	3,191
Police aid	25,000	25,000	28,353	3,353
Other	16,500	16,500	16,168	(332)
Local	-	-	5,750	5,750
Total Intergovernmental	664,186	664,186	677,145	12,959
Charges for Services				
General government fees	26,500	26,500	1,495	(25,005)
Fire services	80,000	80,000	78,384	(1,616)
Public safety	40,000	40,000	28,597	(11,403)
Recycling	25,000	25,000	32,805	7,805
Refuse services	95,000	95,000	103,171	8,171
Lease income	-	-	30,000	30,000
Assessment searches	1,400	1,400	3,000	1,600
Community center fees	1,000	1,000	300	(700)
Park fees	3,200	3,200	150	(3,050)
Total Charges for Services	272,100	272,100	277,902	5,802
Fines and Forfeitures	1,350	1,350	-	(1,350)
Investment Earnings	29,000	29,000	15,645	(13,355)
Contributions and Donations	2,500	2,500	10,000	7,500
Refunds and Reimbursements	-	-	355	355
Other	8,000	8,000	9,976	1,976
Total Revenues	2,139,325	2,139,325	2,047,846	(91,479)
EXPENDITURES				
Current				
General Government				
Mayor and council	27,836	27,836	30,155	2,319
Clerk/finance and administration	290,065	290,065	255,932	(34,133)
Professional fees	99,600	99,600	126,767	27,167
Government buildings	28,950	28,950	25,749	(3,201)
Planning and zoning	36,085	36,085	36,093	8
Other	120,700	120,700	142,018	21,318
Total General Government	603,236	603,236	616,714	13,478

Budget to Actual – General Fund

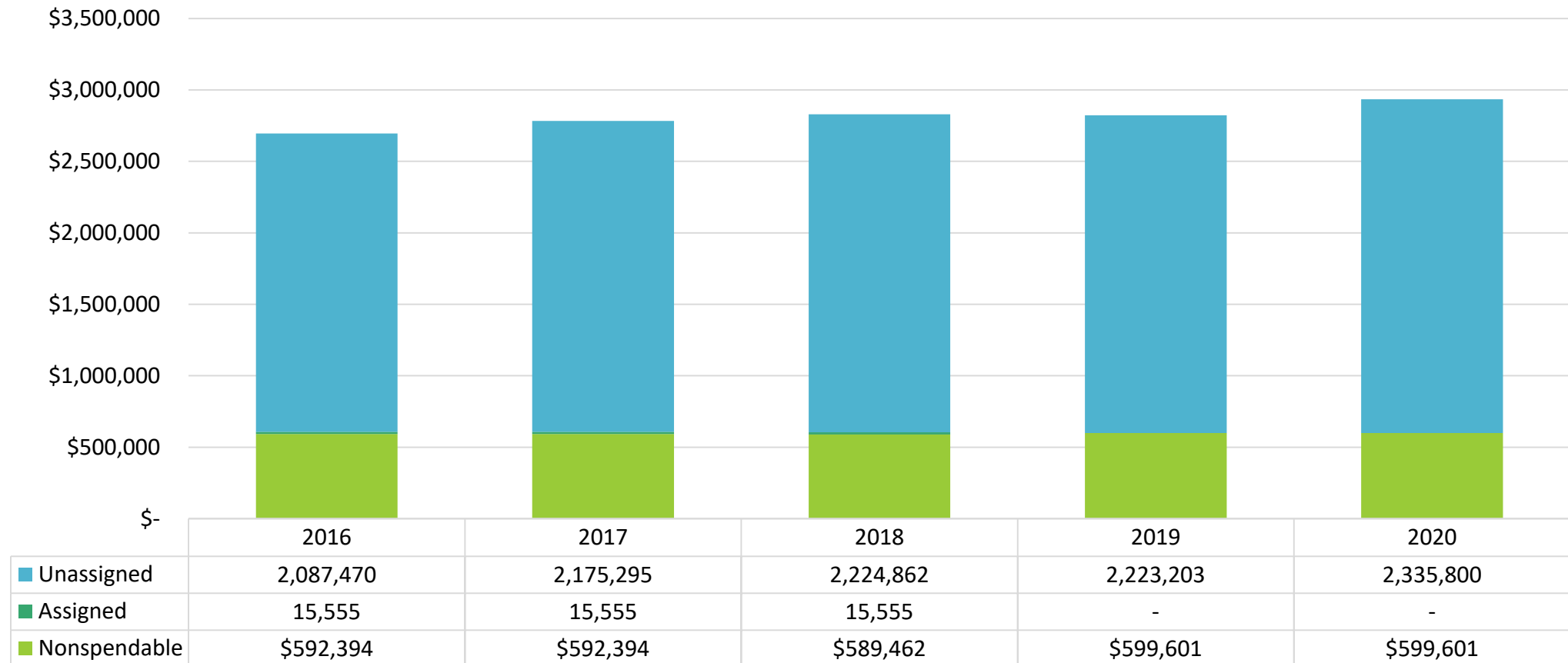
Year Ended December 31, 2020

	Budgeted Amounts		Actual Amounts	Variance Over (Under)
	Original	Final		
Public Safety				
Police	\$ 407,000	\$ 407,000	\$ 381,521	\$ (25,479)
Fire	127,300	127,300	98,676	(28,624)
Ambulance	(5,000)	(5,000)	1,798	6,798
Animal control	1,500	1,500	64	(1,436)
Other public safety	3,320	3,320	1,477	(1,843)
Total Public Safety	534,120	534,120	483,536	(50,584)
Health	10,000	10,000	7,626	(2,374)
Public Works				
Street maintenance	207,598	207,598	488,369	280,771
Sanitation	125,500	125,500	154,133	28,633
Culture and Recreation				
Parks	53,435	53,435	19,290	(34,145)
Summer recreation	30,880	30,880	13,747	(17,133)
Community center	22,000	22,000	15,397	(6,603)
Total Culture and Recreation	106,315	106,315	48,434	(57,881)
Miscellaneous				
Cemetery	10,000	10,000	10,000	-
Other	22,900	22,900	52,983	30,083
Total Miscellaneous	32,900	32,900	62,983	30,083
Debt Service				
Principal	-	-	5,806	5,806
Interest	-	-	12,194	12,194
Total Debt Service	-	-	18,000	18,000
Capital Outlay				
Buildings	-	-	3,839	3,839
Public safety	68,000	68,000	79,548	11,548
Streets and highways	2,000	2,000	600	(1,400)
Culture and recreation	1,500	1,500	1,850	350
Total Capital Outlay	71,500	71,500	85,837	14,337
Total Expenditures	1,691,169	1,691,169	1,965,632	274,463
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	448,156	448,156	82,214	(365,942)
OTHER FINANCING SOURCES (USES)				
Sale of property	75,000	75,000	-	(75,000)
Insurance recovery	20,000	20,000	7,459	(12,541)
Transfers in	71,099	71,099	62,924	(8,175)
Transfers out	(475,000)	(475,000)	(40,000)	435,000
Net Other Financing Sources (Uses)	(308,901)	(308,901)	30,383	339,284
NET CHANGE IN FUND BALANCES	139,255	139,255	112,597	(26,658)

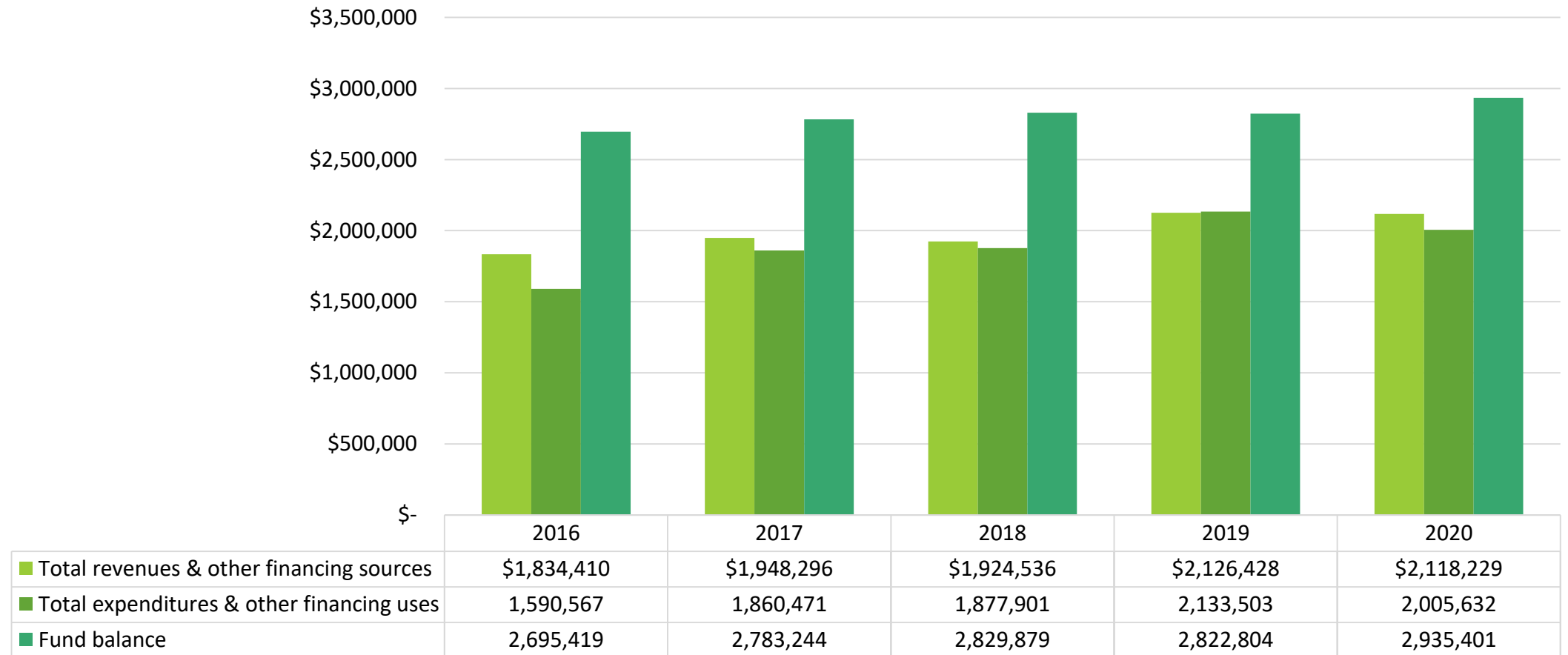
General Fund - Cash & Investment Balances



General Fund – Fund Balances



General Fund



Proprietary Funds – Statement of Net Position

December 31, 2020

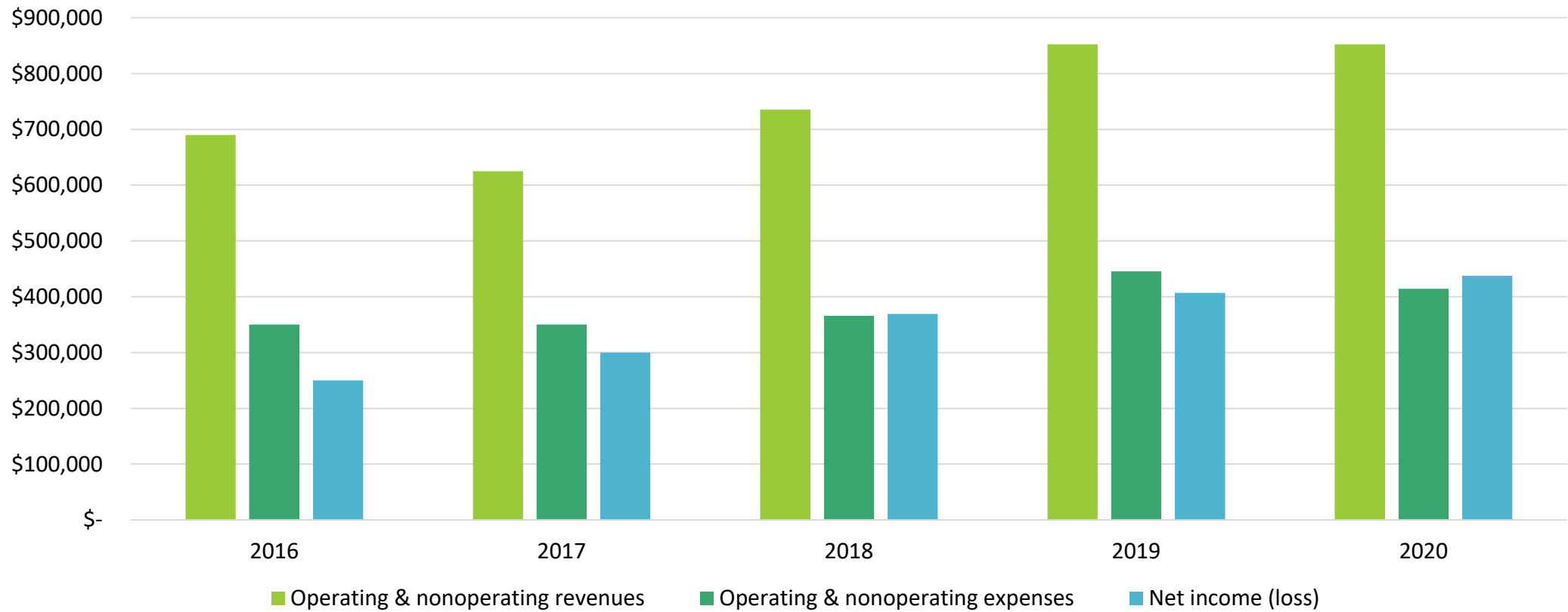
	Business-Type Activities – Enterprise Funds			
	Water	Sewer	Liquor	Total
ASSETS				
Current Assets				
Cash and cash equivalents	\$ 597,345	\$ -	\$ -	\$ 597,345
Accounts receivable	129,274	228,148	-	357,422
Special assessments receivable	22,660	51,738	-	74,398
Due from other funds	478,555	-	-	478,555
Inventories	-	-	158,246	158,246
Total Current Assets	1,227,834	279,886	158,246	1,665,966
Noncurrent Assets				
Equity interest in joint venture	-	6,729,692	-	6,729,692
Capital assets not being depreciated	-	7,000	-	7,000
Capital assets being depreciated, net	3,764,771	3,650,978	43,082	7,458,831
Total Noncurrent Assets	3,764,771	10,387,670	43,082	14,195,523
Total Assets	4,992,605	10,667,556	201,328	15,861,489
DEFERRED OUTFLOWS OF RESOURCES				
Related to pensions	8,744	4,795	9,536	23,075
Related to OPEB	18,649	7,238	19,809	45,696
Total Deferred Outflows of Resources	27,393	12,033	29,345	68,771
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 5,019,998	\$ 10,679,589	\$ 230,673	\$ 15,930,260
LIABILITIES				
Current Liabilities				
Accounts payable	\$ -	\$ 72,645	\$ -	\$ 72,645
Accrued expenses	457	-	6,964	7,421
Accrued payroll	(989)	1,808	1,895	2,714
Accrued interest payable	11,102	17,437	-	28,539
Due to other funds	-	4,412	474,143	478,555
Current portion of long-term debt	298,000	511,000	-	809,000
Total Current Liabilities	308,570	607,302	483,002	1,398,874
Noncurrent Liabilities				
Compensated absences	6,666	2,008	11,590	20,264
Bonds and loans payable, net	2,486,408	4,231,408	-	6,717,816
OPEB liability	3,505	1,360	3,723	8,588
Net pension liability	81,243	35,093	87,897	204,233
Total Noncurrent Liabilities	2,577,822	4,269,869	103,210	6,950,901
Total Liabilities	2,886,392	4,877,171	586,212	8,349,775
DEFERRED INFLOWS OF RESOURCES				
Pension	-	3,343	1,374	4,717
NET POSITION				
Net investment in capital assets	980,363	561,570	43,082	1,585,015
Unrestricted	1,153,243	5,237,505	(399,995)	5,990,753
Total Net Position	2,133,606	5,799,075	(356,913)	7,575,768
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 5,019,998	\$ 10,679,589	\$ 230,673	\$ 15,930,260

Proprietary Funds – Statement of Revenues, Expenses, and Changes in Fund Net Position

Year Ended December 31, 2020

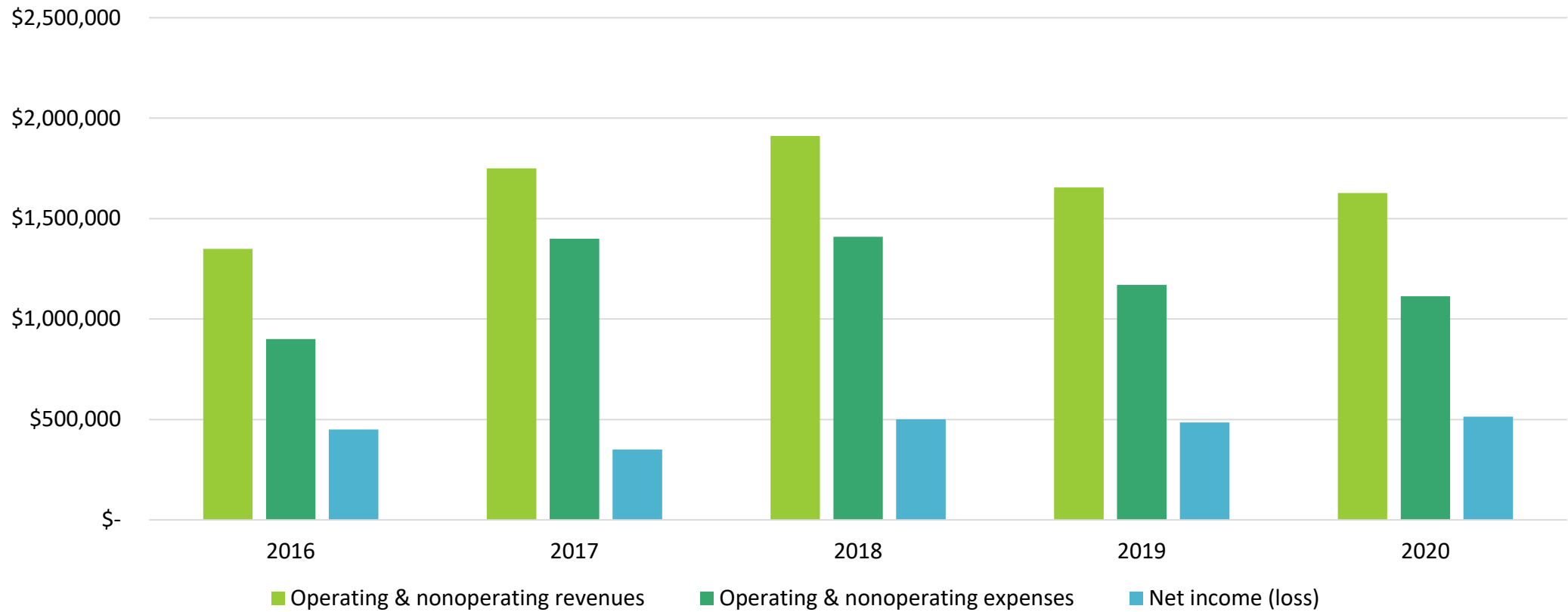
	Business-Type Activities – Enterprise Funds			
	Water	Sewer	Liquor	Total
SALES AND COST OF SALES				
Sales	\$ -	\$ -	\$ 1,086,183	\$ 1,086,183
Cost of sales	-	-	(827,797)	(827,797)
Gross profit	-	-	258,386	258,386
OPERATING REVENUES				
Charges for services	849,462	1,434,278	-	2,283,740
OPERATING EXPENSES				
Salaries and wages	103,357	50,028	114,726	268,111
Payroll taxes	7,020	3,577	7,956	18,553
Pension expense	5,671	1,088	24,732	31,491
Employee benefits	22,530	10,112	21,003	53,645
Repairs and maintenance	13,240	62,923	1,251	77,414
Insurance	-	-	1,963	1,963
Utilities	18,017	12,990	6,582	37,589
Supplies	19,528	4,859	22,586	46,973
Professional fees	-	-	7,000	7,000
Wastewater commission charges	-	779,945	-	779,945
Meetings and travel	823	-	240	1,063
Testing	1,900	-	-	1,900
Depreciation	137,645	110,559	6,942	255,146
Miscellaneous	32,309	6,536	24,438	63,283
Total Operating Expenses	362,040	1,042,617	239,419	1,644,076
OPERATING INCOME	487,422	391,661	18,967	898,050
NONOPERATING REVENUES (EXPENSES)				
Intergovernmental	-	193,706	-	193,706
Other income	2,830	-	190	3,020
Interest expense	(52,337)	(71,215)	-	(123,552)
Net Nonoperating Revenues (Expenses)	(49,507)	122,491	190	73,174
NET INCOME BEFORE TRANSFERS	437,915	514,152	19,157	971,224
TRANSFERS AND OTHER ITEMS				
Change in equity interest	-	(199,362)	-	(199,362)
CHANGE IN NET POSITION	437,915	314,790	19,157	771,862
TOTAL NET POSITION – BEGINNING	1,695,691	5,484,285	(376,070)	6,803,906
TOTAL NET POSITION – ENDING	<u>\$ 2,133,606</u>	<u>\$ 5,799,075</u>	<u>\$ (356,913)</u>	<u>\$ 7,575,768</u>

Water Fund



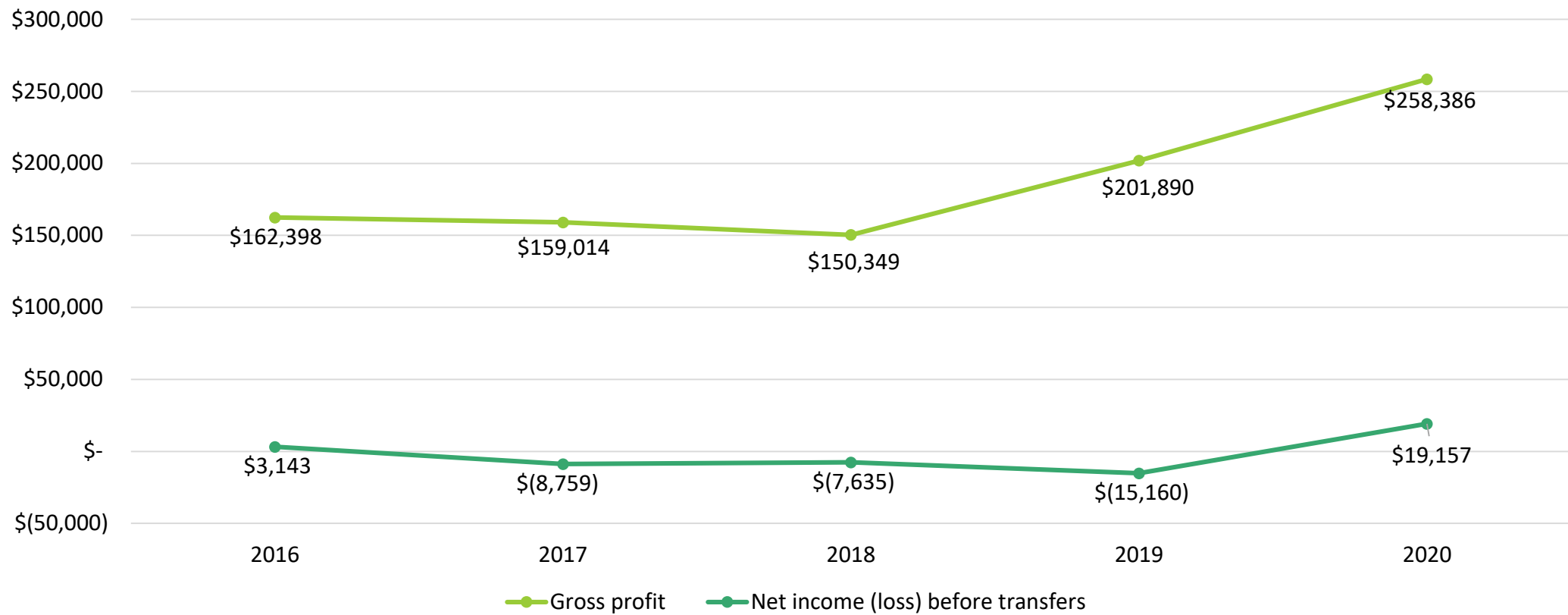
Excludes transfers and other items

Sewer Fund



Excludes transfers and other items

Liquor Store



Capital Assets

Governmental Activities

Major Activities

- Central Park project started
- New police car purchased
- New spreader and cutter purchased

	Balance 2019	Additions	Removals	Balance 2020
Governmental Activities				
Capital assets not being depreciated				
Land	\$ 227,100	\$ -	\$ -	\$ 227,100
Construction in progress	21,465	295,723	-	317,188
	<u>248,565</u>	<u>295,723</u>	<u>-</u>	<u>544,288</u>
Capital assets being depreciated				
Buildings	3,762,659	-	-	3,762,659
Improvements other than buildings	1,304,947	-	-	1,304,947
Equipment and vehicles	2,021,605	61,015	-	2,082,620
Infrastructure	10,691,939	-	-	10,691,939
	<u>17,781,150</u>	<u>61,015</u>	<u>-</u>	<u>17,842,165</u>
Accumulated depreciation for				
Buildings	(1,610,052)	(111,342)	-	(1,721,394)
Improvements other than buildings	(422,819)	(39,703)	-	(462,522)
Equipment and vehicles	(1,695,586)	(70,292)	-	(1,765,878)
Infrastructure	(2,281,037)	(229,166)	-	(2,510,203)
	<u>(6,009,494)</u>	<u>(450,503)</u>	<u>-</u>	<u>(6,459,997)</u>
Total capital assets being depreciated, net	<u>11,771,656</u>	<u>(389,488)</u>	<u>-</u>	<u>11,382,168</u>
TOTAL GOVERNMENTAL ACTIVITIES				
CAPITAL ASSETS, NET	<u><u>\$ 12,020,221</u></u>	<u><u>\$ (93,765)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 11,926,456</u></u>

Capital Assets

Business-Type Activities

- No major additions
- Only change due to current year depreciation expense

	Balance 2019	Additions	Removals	Balance 2020
Business-Type Activities				
Capital assets not being depreciated				
Land	\$ 7,000	\$ -	\$ -	\$ 7,000
Capital assets being depreciated				
Buildings	796,816	-	-	796,816
Other improvements	118,462	-	-	118,462
Wastewater treatment plant	173,152	-	-	173,152
Water treatment plant	884,686	-	-	884,686
Water and sewer lines	9,784,349	-	-	9,784,349
Equipment and vehicles	466,798	-	-	466,798
	<u>12,224,263</u>	<u>-</u>	<u>-</u>	<u>12,224,263</u>
Accumulated depreciation for				
Buildings	(585,608)	(19,427)	-	(605,035)
Other improvements	(88,470)	(3,968)	-	(92,438)
Wastewater treatment plant	(158,266)	(1,374)	-	(159,640)
Water treatment plant	(666,232)	(24,334)	-	(690,566)
Water and sewer lines	(2,624,048)	(195,687)	-	(2,819,735)
Equipment and vehicles	(387,662)	(10,356)	-	(398,018)
	<u>(4,510,286)</u>	<u>(255,146)</u>	<u>-</u>	<u>(4,765,432)</u>
Total capital assets being depreciated, net	<u>7,713,977</u>	<u>(255,146)</u>	<u>-</u>	<u>7,458,831</u>
TOTAL BUSINESS-TYPE ACTIVITIES				
CAPITAL ASSETS, NET	<u><u>\$ 7,720,977</u></u>	<u><u>\$ (255,146)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 7,465,831</u></u>

Bonds & Notes Payable

	<u>Original Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Balance 2020</u>
Governmental Activities				
General Obligation Bonds				
Improvement bonds, series 2010A	\$ 665,000	2025	0.75 - 3.7%	\$ 250,000
Tax increment bonds, series 2013A	695,000	2040	1.75 - 4.75%	595,000
Refunding bonds, series 2014A	1,500,000	2024	2 - 4%	565,000
Tax abatement bonds, series 2018A	980,000	2040	2.6 - 4%	980,000
Tax increment bonds, series 2019A	735,000	2044	2.00%	725,000
G.O. Revenue Bonds				
Storm sewer revenue bonds, series, 2011A	690,000	2026	1.75 - 2.6%	265,000
Contract for deed	270,000	2042	5.00%	<u>240,235</u>
TOTAL GOVERNMENTAL ACTIVITIES				<u>\$ 3,620,235</u>

Bonds & Notes Payable

	Original Amount	Maturity Date	Interest Rate	Balance 2020
Business-Type Activities				
General Obligation Bonds				
Sewer and water revenue crossover refunding, series 2009A	\$ 1,400,000	2024	2 - 3.5%	\$ 490,000
Sewer and water revenue crossover refunding, series 2012A	3,260,000	2027	2 - 2.65%	1,735,000
Refunding bonds, series 2014A	435,000	2024	2 - 4%	260,000
General Obligation Notes				
Sewer revenue note of 2009	2,606,000	2028	1.08%	1,646,000
Water revenue note of 2011	2,059,069	2040	1.22%	1,522,000
Sewer revenue note of 2011	2,508,122	2040	1.00%	<u>1,834,000</u>
TOTAL BUSINESS-TYPE ACTIVITIES				<u><u>\$ 7,487,000</u></u>

Due To/From Other Funds

Receivable Fund	Payable Fund	Amount	Reason
Water	Sewer	\$ 4,412	Deficit cash
Water	Municipal liquor	474,143	Deficit cash
General	Small cities development program	15,195	Deficit cash
General	TIF #3 Keleher project	4,500	Deficit cash
General	Thriving communities partnership	624	Deficit cash
General	TIF #16 SR assisted	1,952	Deficit cash
General	TIF #19 Munson Lakes	469,503	Deficit cash
	G.O. storm sewer revenue bonds,		
General	2011A	93,595	Deficit cash
General	G.O. refunding bonds, series 2014A	232,716	Deficit cash
General	2018 street improvement	460,843	Deficit cash
General	Downtown redevelopment project	72,029	Deficit cash
General	Downtown enhancement project	11,816	Deficit cash
General	Legion parking lot	218,784	Deficit cash
General	Central park	322,828	Deficit cash
General	G.O. tax abatement, series 2018A	17,771	Deficit cash
General	G.O. tax increment, series 2019A	19,658	Deficit cash
General	City hall project	83,376	Deficit cash
General	Munson Lakes Nutrition office	7,850	Deficit cash
General	Ambulance	4,576	Fund operations
Fire equipment	Ambulance	1,700	Annual transfer

CITY OF HOWARD LAKE, MINNESOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2020

This section of the City of Howard Lake's financial report provides the reader with management's overview and analysis of the financial activities of the City for the fiscal year ended December 31, 2020. This discussion and analysis is designed to (1) assist the reader in focusing on significant financial issues, (2) provide an overview of the City's financial activity, (3) identify changes in the City's financial position, and (4) identify any changes in the City's financial plan (approved budget).

The financial discussion and analysis presented in this section is intended to be used in conjunction with the accompanying financial statements.

FINANCIAL HIGHLIGHTS

Key financial highlights for the 2020 fiscal year include the following:

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources by \$22,047,525 (net position) as of December 31, 2020. Of this amount, \$8,490,795 (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$632,622.
- Government-wide revenues were \$6,552,516 while government-wide expenses totaled \$5,919,894.
- At the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$6,481,245, a decrease of \$355,021 in comparison with the prior year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components:

- 1) Government-wide financial statements, providing information for the City as a whole.
- 2) Fund financial statements, providing detailed information for the City's significant funds.
- 3) Notes to the financial statements, providing additional information that is essential to understanding the government-wide and fund financial statements.

CITY OF HOWARD LAKE, MINNESOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2020

OVERVIEW OF THE FINANCIAL STATEMENTS (Continued)

This report also contains other supplementary information in addition to the basic financial statements themselves. A brief description of the basic financial statements follows:

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g. uncollected taxes and earned, but not used, compensated absences).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works, sanitation, culture and recreation, and housing and economic development. The business-type activities of the City include water utility, sewer utility, and liquor store operations.

The government-wide financial statements can be found on pages 15 and 16 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

CITY OF HOWARD LAKE, MINNESOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2020

OVERVIEW OF THE FINANCIAL STATEMENTS (Continued)

Fund Financial Statements (Continued)

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financial requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. The governmental funds' balance sheet and the governmental funds' statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains thirty-three individual governmental funds. Information is presented separately in the governmental funds' balance sheet and the governmental funds' statement of revenues, expenditures, and changes in fund balances for the general fund which is considered to be a major fund. Data from the other ten governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 17-20 of this report.

Proprietary funds – The City maintains three types of proprietary funds. These enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its water utility, sewer utility, and liquor store services.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water utility, sewer utility, and liquor store services, all of which are considered to be major funds of the City.

The basic proprietary fund financial statements can be found on pages 21-23 of this report.

CITY OF HOWARD LAKE, MINNESOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2020

OVERVIEW OF THE FINANCIAL STATEMENTS (Continued)

Fund Financial Statements (Continued)

Notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 24-64 of this report.

Other information – In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information such as a budgetary comparison schedule for the general fund. Required supplementary information can be found on pages 65-75 of this report. Also, this report presents certain other supplementary information such as combining financial information for nonmajor governmental funds. Other supplementary information can be found on pages 76-85 of this report.

CITY OF HOWARD LAKE, MINNESOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position

The City's combined net position increased from a year ago. Our analysis below focuses on the net position (Tables 1 and 2) and changes in net position (Tables 3 and 4) of the City's governmental and business-type activities.

Table 1			
Condensed Comparative Statement of Net Position			
	Governmental Activities		
	2020	2019	Change
Assets			
Current and other assets	\$ 6,852,016	\$ 7,304,419	(452,403)
Capital assets	11,926,456	12,020,221	(93,765)
Total Assets	18,778,472	19,324,640	(546,168)
Deferred outflows of resources	363,728	415,406	(51,678)
Liabilities			
Current	527,661	787,063	(259,402)
Long-term	3,863,065	3,934,155	(71,090)
Total Liabilities	4,390,726	4,721,218	(330,492)
Deferred inflows of resources	279,717	407,831	(128,114)
EXCESS OF TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES OVER TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	\$14,471,757	\$14,610,997	\$ (139,240)
Net Position			
Net investment in capital assets	\$ 8,292,918	\$ 8,046,404	246,514
Restricted	3,678,797	3,681,739	(2,942)
Unrestricted	2,500,042	2,882,854	(382,812)
TOTAL NET POSITION	\$14,471,757	\$14,610,997	\$ (139,240)

CITY OF HOWARD LAKE, MINNESOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Net Position (Continued)

Table 2			
Condensed Comparative Statement of Net Position			
	Business-Type Activities		
	2020	2019	Change
Assets			
Current and other assets	\$ 7,917,103	\$ 7,673,758	243,345
Capital assets	7,465,831	7,720,977	(255,146)
Total Assets	15,382,934	15,394,735	(11,801)
Deferred outflows of resources	68,771	54,642	14,129
Liabilities			
Current	920,319	902,664	17,655
Long-term	6,950,901	7,724,451	(773,550)
Total Liabilities	7,871,220	8,627,115	(755,895)
Deferred inflows of resources	4,717	18,356	(13,639)
EXCESS OF TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES OVER TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	<u>\$ 7,575,768</u>	<u>\$ 6,803,906</u>	<u>\$ 771,862</u>
Net Position			
Net investment in capital assets	\$ 1,585,015	\$ 1,232,693	352,322
Unrestricted	5,990,753	5,571,213	419,540
TOTAL NET POSITION	<u>\$ 7,575,768</u>	<u>\$ 6,803,906</u>	<u>\$ 771,862</u>

CITY OF HOWARD LAKE, MINNESOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Statement of Activities

Governmental activities – net position of the City's governmental activities decreased by \$139,240. Table 3 presents the key elements of the decrease.

Table 3			
Condensed Comparative Statement of Activities			
	Governmental Activities		
	2020	2019	Change
Revenues			
Program revenues			
Charges for services	\$ 703,146	\$ 596,038	107,108
Operating grants and contributions	242,214	445,775	(203,561)
Capital grants and contributions	65,000	2,000	63,000
General revenues			
Property taxes and tax increments	1,483,951	1,374,004	109,947
Grants and contributions not restricted	600,183	574,264	25,919
Investment income	35,558	66,605	(31,047)
Other	28,177	168,761	(140,584)
Gain (loss) on disposals	27,000	(541,187)	568,187
Total Revenues	3,185,229	2,686,260	498,969
Expenses			
General government	800,115	532,181	267,934
Public safety	736,118	784,932	(48,814)
Public works	905,823	700,392	205,431
Sanitation	154,133	140,329	13,804
Culture and recreation	165,356	213,416	(48,060)
Economic development	295,074	339,208	(44,134)
Cemetery	10,000	5,500	4,500
Other	135,877	109,867	26,010
Interest on long-term debt	121,973	118,511	3,462
Total Expenses	3,324,469	2,944,336	380,133
Excess (deficiency) of revenues over expenditures before transfers	(139,240)	(258,076)	118,836
Transfers	-	(35,000)	35,000
CHANGE IN NET POSITION	\$ (139,240)	\$ (293,076)	\$ 153,836

CITY OF HOWARD LAKE, MINNESOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2020

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Statement of Activities (Continued)

Business-type activities – net position of the City's business-type activities increased by \$771,862. Table 4 presents the key elements of the increase.

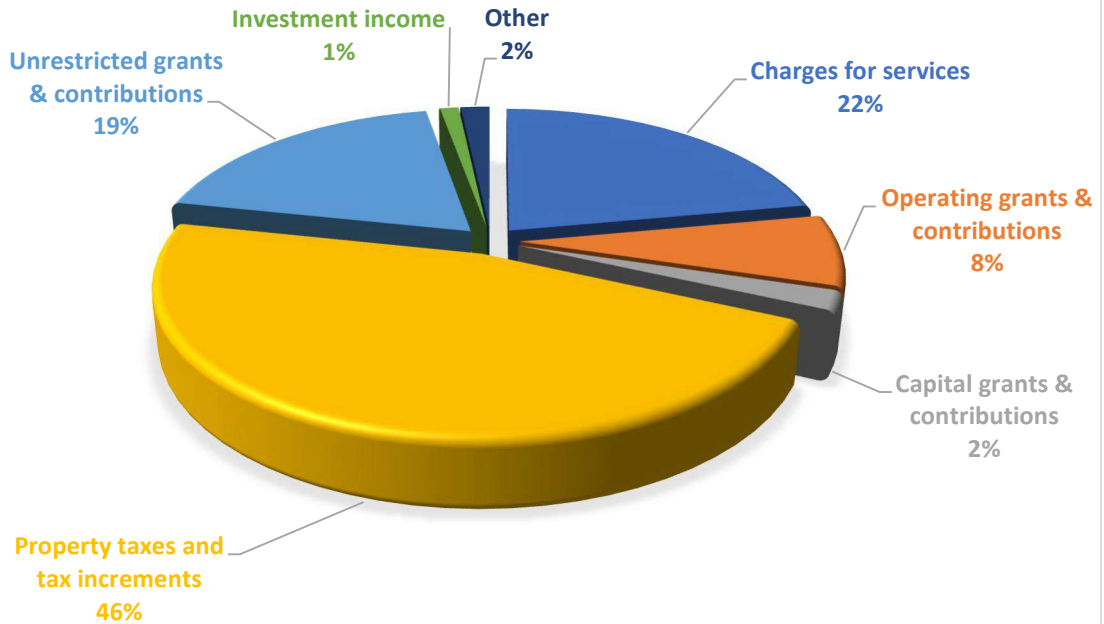
Table 4			
Condensed Comparative Statement of Activities			
	Business-Type Activities		
	2020	2019	Change
Revenues			
Program revenues			
Charges for services	\$ 3,369,923	\$ 3,108,361	261,562
Capital grants and contributions	193,706	193,794	(88)
General revenues			
Other	3,020	2,466	554
Total Revenues	3,566,649	3,304,621	262,028
Expenses			
Water	414,377	445,593	(31,216)
Sewer	1,113,832	1,170,681	(56,849)
Municipal liquor	1,067,216	811,696	255,520
Total Expenses	2,595,425	2,427,970	167,455
Excess of revenues over expenditures before transfers	971,224	876,651	94,573
Transfers	-	35,000	(35,000)
Change in equity interest	(199,362)	(75,844)	(123,518)
CHANGE IN NET POSITION	\$ 771,862	\$ 835,807	\$ (63,945)

CITY OF HOWARD LAKE, MINNESOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2020

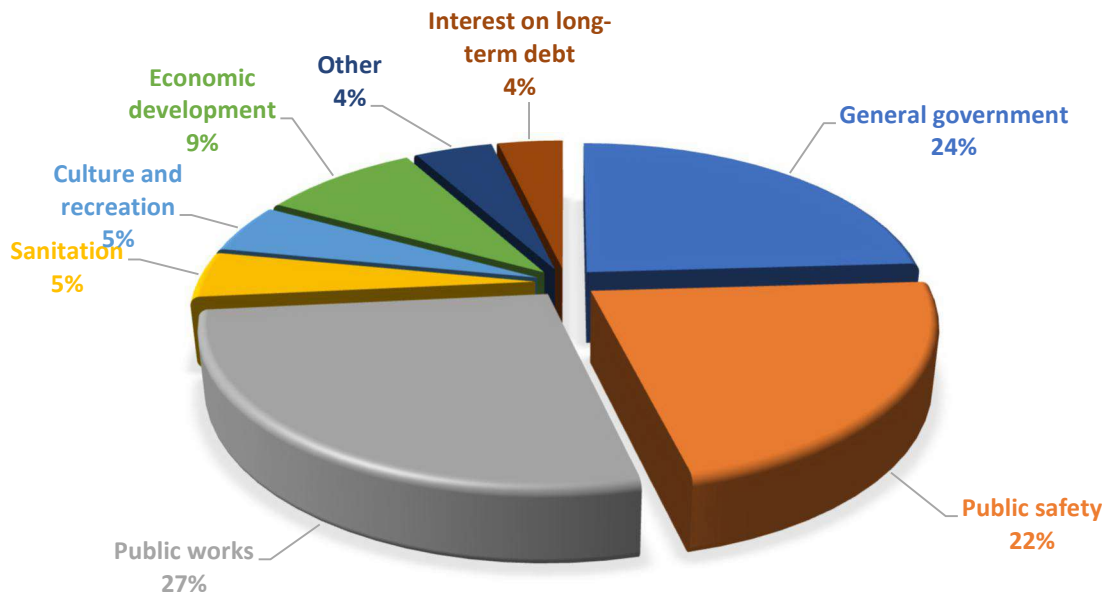
GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Revenues and Expenses – the following two charts visually illustrate the City's revenues and expenses for its governmental activities:

REVENUE BY SOURCE - GOVERNMENTAL ACTIVITIES



EXPENSES BY FUNCTION - GOVERNMENTAL ACTIVITIES



CITY OF HOWARD LAKE, MINNESOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2020

FINANCIAL ANALYSIS OF THE CITY'S FUNDS
(FUND FINANCIAL STATEMENTS)

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balances may serve as a useful measure of the City's net resources available for spending at the end of the fiscal year.

General Fund – the change in the City's general fund balance was an increase of \$112,597.

Special Revenue Funds – the change in the City's special revenue fund balances was an increase of \$130,265.

Debt Service Funds – the change in the City's debt service fund balances was a decrease of \$241,058. The decrease was due mainly to debt repayment not covered by taxes or transfers.

Capital Projects Funds – the change in the City's capital projects fund balances was a decrease of \$356,825. This decrease was due mostly to historic city hall restoration project expenses.

GENERAL FUND BUDGETARY HIGHLIGHTS

The original budget was approved in December 2019 and was not updated during the year. Actual revenues were under budgeted revenues by \$91,481 for 2020. The actual expenditures exceeded budgeted amounts by \$274,461. This was due mainly to under budgeted expenses for street maintenance.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of December 31, 2020, the City had \$30,617,716 invested in a broad range of capital assets.

Major capital additions during 2020 included a new police vehicle and costs for Central Park project.

Additional information on the City's capital assets can be found in note 7 on pages 40-42 of this report.

CITY OF HOWARD LAKE, MINNESOTA
MANAGEMENT'S DISCUSSION AND ANALYSIS
December 31, 2020

CAPITAL ASSETS AND DEBT ADMINISTRATION (Continued)

Long-Term Obligations

At the end of the current fiscal year, the City had \$11,160,354 of outstanding in bonds, notes, and capital leases payable, compared to \$12,304,101 as of the end of the previous year, which is a net decrease of \$1,143,747. The decrease is due to regularly scheduled principal payments made during the current year.

Additional information on the City's long-term obligations can be found in note 8 on pages 42-45 of this report.

ECONOMIC FACTORS BEARING ON THE CITY'S FUTURE

The City is seeking to maintain financial stability by slowly and deliberately increasing general fund revenue and reserves to meet projected expenses and capital improvement needs. Throughout the last several years and anticipated to continue for the next several years, the City has experienced strong residential and commercial growth. This is a reflection of affordable land prices and proximity to the Minneapolis Metro Area. The strength of the general fund is further monitored and maintained to offset anticipated transfers to the liquor and sewer fund. Efforts to reverse losses in these funds appear to be effective through fiscal year 2019 and mid-year 2020.

Looking ahead to fiscal year 2020, we anticipate revenues and expenditures to be on par with historical averages. We anticipate strong residential growth and to date in 2020 have not experienced dramatic shifts in revenue related to COVID-19. Finally, revenue sources established and business plans adopted will reduce due-to-amounts regarding the general fund.

Howard Lake is not immune to general unrest of citizens and their government, specifically police departments. Equally important, the relative uncertainty of long-term economic impacts relating to COVID-19 pandemic are yet to be realized. The City, including its elected and appointed leadership, continue to monitor social, physical and financial wellbeing related to these matters but remain optimistic to the stability and future of the community.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide the City's citizens, taxpayers, customers, and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the funds it receives. If you have any questions about this report or would like additional information, contact the City Clerk/Treasurer's office at City Hall, 315 N Broadway, PO Box 350, Howard Lake, MN 56572.

CITY OF HOWARD LAKE, MINNESOTA
STATEMENT OF NET POSITION
December 31, 2020

	Primary Government		
	Governmental	Business-Type	Total
	Activities	Activities	
ASSETS			
Current Assets			
Cash and investments	\$ 4,277,425	\$ 597,345	\$ 4,874,770
Accounts receivable	50,446	357,422	407,868
Taxes receivable	17,801	-	17,801
Special assessments receivable	118,582	74,398	192,980
Due from other governmental units	98,120	-	98,120
Loans receivable	1,022,796	-	1,022,796
Inventories	-	158,246	158,246
Property for resale	1,086,423	-	1,086,423
Total Current Assets	6,671,593	1,187,411	7,859,004
Noncurrent assets			
Equity interest in joint venture	-	6,729,692	6,729,692
Loans receivable	54,728	-	54,728
Capital assets not being depreciated	544,288	7,000	551,288
Capital assets net of accumulated depreciation	11,382,168	7,458,831	18,840,999
Net pension asset	125,695	-	125,695
Total Noncurrent Assets	12,106,879	14,195,523	26,302,402
Total Assets	18,778,472	15,382,934	34,161,406
DEFERRED OUTFLOWS OF RESOURCES			
Pension	283,333	23,075	306,408
OPEB	80,395	45,696	126,091
Total Deferred Outflows of Resources	363,728	68,771	432,499
LIABILITIES			
Current Liabilities			
Accounts payable	23,507	72,645	96,152
Accrued expenses	901	7,421	8,322
Accrued payroll	32,335	2,714	35,049
Accrued interest payable	42,867	28,539	71,406
Customer deposits	51,950	-	51,950
Current portion of long-term debt	376,101	809,000	1,185,101
Total Current Liabilities	527,661	920,319	1,447,980
Long-Term Liabilities			
Compensated absences	96,228	20,264	116,492
Bonds and loans payable, net	3,257,437	6,717,816	9,975,253
Net OPEB liability	15,108	8,588	23,696
Net pension liability	494,292	204,233	698,525
Total Long-Term Liabilities	3,863,065	6,950,901	10,813,966
Total Liabilities	4,390,726	7,871,220	12,261,946
DEFERRED INFLOWS OF RESOURCES			
Pension	279,717	4,717	284,434
EXCESS OF TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES OVER TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	\$ 14,471,757	\$ 7,575,768	\$ 22,047,525
NET POSITION			
Net investment in capital assets	\$ 8,292,918	\$ 1,585,015	\$ 9,877,933
Restricted	3,678,797	-	3,678,797
Unrestricted	2,500,042	5,990,753	8,490,795
TOTAL NET POSITION	\$ 14,471,757	\$ 7,575,768	\$ 22,047,525

(The accompanying notes are an integral part of these financial statements.)

CITY OF HOWARD LAKE, MINNESOTA
STATEMENT OF ACTIVITIES
Year Ended December 31, 2020

Functions/Programs	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		
					Governmental Activities	Business-Type Activities	Total
Governmental Activities							
General government	\$ 800,115	\$ 333,863	\$ 2,481	\$ -	\$ (463,771)	\$ -	\$ (463,771)
Public safety	736,118	215,846	77,881	65,000	(377,391)	-	(377,391)
Public works	905,823	-	4,994	-	(900,829)	-	(900,829)
Sanitation	154,133	148,547	-	-	(5,586)	-	(5,586)
Health	7,626	-	-	-	(7,626)	-	(7,626)
Culture and recreation	165,356	-	-	-	(165,356)	-	(165,356)
Housing and economic development	295,074	-	-	-	(295,074)	-	(295,074)
Other	138,251	-	156,858	-	18,607	-	18,607
Interest and fiscal costs on long-term debt	121,973	4,890	-	-	(117,083)	-	(117,083)
Total Governmental Activities	3,324,469	703,146	242,214	65,000	(2,314,109)	-	(2,314,109)
Business-Type Activities							
Water	414,377	849,462	-	-	-	435,085	435,085
Sewer	1,113,832	1,434,278	-	193,706	-	514,152	514,152
Liquor	1,067,216	1,086,183	-	-	-	18,967	18,967
Total Business-Type Activities	2,595,425	3,369,923	-	193,706	-	968,204	968,204
TOTAL PRIMARY GOVERNMENT	\$ 5,919,894	\$ 4,073,069	\$ 242,214	\$ 258,706	(2,314,109)	968,204	(1,345,905)
General revenues							
Property taxes					1,082,640	-	1,082,640
Franchise fees					10,387	-	10,387
Tax increments					401,311	-	401,311
Aids and payments from the state					600,183	-	600,183
Gain (loss) on sale of property					27,000	-	27,000
Unrestricted net investment earnings					35,558	-	35,558
Miscellaneous							
Refunds					355	-	355
Insurance Recovery					7,459	-	7,459
Other					9,976	3,020	12,996
Change in equity interest					-	(199,362)	(199,362)
Total General Revenues and Other Items					2,174,869	(196,342)	1,978,527
CHANGE IN NET POSITION					(139,240)	771,862	632,622
NET POSITION – BEGINNING					14,610,997	6,803,906	21,414,903
NET POSITION – ENDING					\$ 14,471,757	\$ 7,575,768	\$ 22,047,525

(The accompanying notes are an integral part of these financial statements.)

CITY OF HOWARD LAKE, MINNESOTA
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2020

	General Fund	TIF #10 Deutz Redevelopment	G.O. Improvement Bonds, Series 2010A	G.O. Tax Increment Bonds, Series 2013A	Capital Equipment	City Hall Project	Villas of Howard Lake Development	Other Governmental Funds	Total
ASSETS									
Cash and investments	\$ 476,706	\$ 35,588	\$ 216,191	\$ 71,974	\$ 1,868,630	\$ -	\$ 87,844	\$ 1,520,492	\$ 4,277,425
Accounts receivable	21,275	-	-	-	12,568	-	-	16,603	50,446
Taxes receivable – delinquent	15,699	-	1,051	-	-	-	-	1,051	17,801
Special assessments receivable	78	-	118,504	-	-	-	-	-	118,582
Due from other governmental units	51,945	-	788	-	-	-	-	45,387	98,120
Loans receivable	-	-	-	1,032,125	-	-	-	45,399	1,077,524
Due from other funds	2,037,616	-	-	-	-	-	-	1,700	2,039,316
Advance to other funds	130,934	-	-	-	-	-	-	157,269	288,203
Land held for resale	468,667	-	-	-	-	-	617,756	-	1,086,423
TOTAL ASSETS	\$ 3,202,920	\$ 35,588	\$ 336,534	\$ 1,104,099	\$ 1,881,198	\$ -	\$ 705,600	\$ 1,787,901	\$ 9,053,840
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES									
Liabilities									
Accounts payable	\$ 9,287	\$ -	\$ -	\$ -	\$ -	\$ 14,220	\$ -	\$ -	\$ 23,507
Accrued expenses	901	-	-	-	-	-	-	-	901
Accrued payroll	32,335	-	-	-	-	-	-	-	32,335
Due to other funds	-	-	-	-	-	83,376	-	1,955,940	2,039,316
Customer deposits	51,950	-	-	-	-	-	-	-	51,950
Advances from other funds	157,269	130,934	-	-	-	-	-	-	288,203
Total Liabilities	251,742	130,934	-	-	-	97,596	-	1,955,940	2,436,212
Deferred Inflows of Resources									
Unavailable revenue - taxes	15,699	-	1,051	-	-	-	-	1,051	17,801
Unavailable revenue - special assessments	78	-	118,504	-	-	-	-	-	118,582
Total Deferred Inflows of Resources	15,777	-	119,555	-	-	-	-	1,051	136,383
Fund Balances									
Nonspendable	599,601	-	-	-	-	-	617,756	-	1,217,357
Restricted	-	-	216,979	1,104,099	1,881,198	-	87,844	388,677	3,678,797
Unrestricted									
Assigned	-	-	-	-	-	-	-	1,346,510	1,346,510
Unassigned	2,335,800	(95,346)	-	-	-	(97,596)	-	(1,904,277)	238,581
Total Fund Balances	2,935,401	(95,346)	216,979	1,104,099	1,881,198	(97,596)	705,600	(169,090)	6,481,245
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 3,202,920	\$ 35,588	\$ 336,534	\$ 1,104,099	\$ 1,881,198	\$ -	\$ 705,600	\$ 1,787,901	\$ 9,053,840

(The accompanying notes are an integral part of these financial statements.)

CITY OF HOWARD LAKE, MINNESOTA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
Year Ended December 31, 2020

	General Fund	TIF #10 Deutz Redevelopment	G.O. Improvement Bonds, Series 2010A	G.O. Tax Increment Bonds, Series 2013A	Capital Equipment	City Hall Project	Villas of Howard Lake Development	Other Governmental Funds	Total
REVENUES									
Taxes									
Property taxes	\$ 954,123	\$ -	\$ 63,945	\$ -	\$ -	\$ -	\$ -	\$ 63,945	\$ 1,082,013
Franchise taxes	10,387	-	-	-	-	-	-	-	10,387
Tax increments	-	56,327	-	-	-	-	-	344,983	401,310
Special assessments	3,739	-	13,376	-	-	-	-	21,320	38,435
Licenses and permits	88,572	-	-	-	-	-	-	-	88,572
Intergovernmental	677,145	-	-	-	-	-	-	165,252	842,397
Charges for services	277,902	-	-	-	194,320	-	-	137,462	609,684
Net investment earnings	15,645	-	-	15,326	-	-	-	4,588	35,559
Contributions and donations	10,000	-	-	-	-	-	-	55,000	65,000
Refunds	355	-	-	-	-	-	-	-	355
Other	9,976	-	-	-	-	-	-	-	9,976
Total Revenues	2,047,844	56,327	77,321	15,326	194,320	-	-	792,550	3,183,688
EXPENDITURES									
Current									
General government	616,712	-	-	-	-	-	-	-	616,712
Public safety	483,536	-	-	-	20,106	-	-	116,732	620,374
Health	7,626	-	-	-	-	-	-	-	7,626
Public works	488,369	-	-	-	140,213	-	-	-	628,582
Sanitation	154,133	-	-	-	-	-	-	-	154,133
Culture and recreation	48,434	-	-	-	32,318	-	-	-	80,752
Housing and economic development	-	-	-	-	-	-	-	295,074	295,074
Other	62,983	-	-	-	-	-	-	75,668	138,651
Debt service									
Principal	5,806	-	45,000	20,000	-	-	-	260,000	330,806
Interest	12,194	-	10,172	24,877	-	-	-	84,201	131,444
Capital outlay	85,837	-	-	-	70,049	90,759	-	322,369	569,014
Total Expenditures	1,965,630	-	55,172	44,877	262,686	90,759	-	1,154,044	3,573,168
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	82,214	56,327	22,149	(29,551)	(68,366)	(90,759)	-	(361,494)	(389,480)
OTHER FINANCING SOURCES (USES)									
Sale of property	-	-	-	-	27,000	-	-	-	27,000
Insurance recovery	7,459	-	-	-	-	-	-	-	7,459
Transfers in	62,924	-	-	-	-	-	-	90,000	152,924
Transfers out	(40,000)	(47,000)	-	-	-	-	-	(65,924)	(152,924)
Net Other Financing Sources (Uses)	30,383	(47,000)	-	-	27,000	-	-	24,076	34,459
NET CHANGE IN FUND BALANCES	112,597	9,327	22,149	(29,551)	(41,366)	(90,759)	-	(337,418)	(355,021)
FUND BALANCES – BEGINNING	2,822,804	(104,673)	194,830	1,133,650	1,922,564	(6,837)	705,600	168,328	6,836,266
FUND BALANCES – ENDING	<u>\$ 2,935,401</u>	<u>\$ (95,346)</u>	<u>\$ 216,979</u>	<u>\$ 1,104,099</u>	<u>\$ 1,881,198</u>	<u>\$ (97,596)</u>	<u>\$ 705,600</u>	<u>\$ (169,090)</u>	<u>\$ 6,481,245</u>

(The accompanying notes are an integral part of these financial statements.)

CITY OF HOWARD LAKE, MINNESOTA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
December 31, 2020

	Business-Type Activities – Enterprise Funds			
	Water	Sewer	Liquor	Total
ASSETS				
Current Assets				
Cash and investments	\$ 597,345	\$ -	\$ -	\$ 597,345
Accounts receivable	129,274	228,148	-	357,422
Special assessments receivable	22,660	51,738	-	74,398
Due from other governmental units	-	-	-	-
Due from other funds	478,555	-	-	478,555
Inventories	-	-	158,246	158,246
Total Current Assets	1,227,834	279,886	158,246	1,665,966
Noncurrent Assets				
Equity interest in joint venture	-	6,729,692	-	6,729,692
Capital assets not being depreciated	-	7,000	-	7,000
Capital assets being depreciated, net	3,764,771	3,650,978	43,082	7,458,831
Total Noncurrent Assets	3,764,771	10,387,670	43,082	14,195,523
Total Assets	4,992,605	10,667,556	201,328	15,861,489
DEFERRED OUTFLOWS OF RESOURCES				
Related to pensions	8,744	4,795	9,536	23,075
Related to OPEB	18,649	7,238	19,809	45,696
Total Deferred Outflows of Resources	27,393	12,033	29,345	68,771
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 5,019,998	\$ 10,679,589	\$ 230,673	\$ 15,930,260
LIABILITIES				
Current Liabilities				
Accounts payable	\$ -	\$ 72,645	\$ -	\$ 72,645
Accrued expenses	457	-	6,964	7,421
Accrued payroll	(989)	1,808	1,895	2,714
Accrued interest payable	11,102	17,437	-	28,539
Due to other funds	-	4,412	474,143	478,555
Current portion of long-term debt	298,000	511,000	-	809,000
Total Current Liabilities	308,570	607,302	483,002	1,398,874
Noncurrent Liabilities				
Compensated absences	6,666	2,008	11,590	20,264
Bonds and loans payable, net	2,486,408	4,231,408	-	6,717,816
OPEB liability	3,505	1,360	3,723	8,588
Net pension liability	81,243	35,093	87,897	204,233
Total Noncurrent Liabilities	2,577,822	4,269,869	103,210	6,950,901
Total Liabilities	2,886,392	4,877,171	586,212	8,349,775
DEFERRED INFLOWS OF RESOURCES				
Pension	-	3,343	1,374	4,717
NET POSITION				
Net investment in capital assets	980,363	561,570	43,082	1,585,015
Restricted	-	-	-	-
Unrestricted	1,153,243	5,237,505	(399,995)	5,990,753
Total Net Position	2,133,606	5,799,075	(356,913)	7,575,768
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 5,019,998	\$ 10,679,589	\$ 230,673	\$ 15,930,260

(The accompanying notes are an integral part of these financial statements.)

CITY OF HOWARD LAKE, MINNESOTA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
Year Ended December 31, 2020

	Business-Type Activities – Enterprise Funds			
	Water	Sewer	Liquor	Total
SALES AND COST OF SALES				
Sales	\$ -	\$ -	\$ 1,086,183	\$ 1,086,183
Cost of sales	-	-	(827,797)	(827,797)
Gross profit	-	-	258,386	258,386
OPERATING REVENUES				
Charges for services	849,462	1,434,278	-	2,283,740
OPERATING EXPENSES				
Salaries and wages	103,357	50,027	114,726	268,110
Payroll taxes	7,020	3,577	7,956	18,553
Pension expense	5,671	1,088	24,732	31,491
Employee benefits	22,530	10,112	21,003	53,645
Repairs and maintenance	13,240	62,923	1,251	77,414
Insurance	-	-	1,963	1,963
Utilities	18,017	12,990	6,582	37,589
Supplies	19,528	4,859	22,586	46,973
Professional fees	-	-	7,000	7,000
Wastewater commission charges	-	779,945	-	779,945
Meetings and travel	823	-	240	1,063
Testing	1,900	-	-	1,900
Depreciation	137,645	110,559	6,942	255,146
Miscellaneous	32,309	6,537	24,438	63,284
Total Operating Expenses	362,040	1,042,617	239,419	1,644,076
OPERATING INCOME	487,422	391,661	18,967	898,050
NONOPERATING REVENUES (EXPENSES)				
Intergovernmental	-	193,706	-	193,706
Other income	2,830	-	190	3,020
Interest expense	(52,337)	(71,215)	-	(123,552)
Net Nonoperating Revenues (Expenses)	(49,507)	122,491	190	73,174
NET INCOME BEFORE TRANSFERS	437,915	514,152	19,157	971,224
TRANSFERS AND OTHER ITEMS				
Change in equity interest	-	(199,362)	-	(199,362)
CHANGE IN NET POSITION	437,915	314,790	19,157	771,862
TOTAL NET POSITION – BEGINNING	1,695,691	5,484,285	(376,070)	6,803,906
TOTAL NET POSITION – ENDING	<u>\$ 2,133,606</u>	<u>\$ 5,799,075</u>	<u>\$ (356,913)</u>	<u>\$ 7,575,768</u>

(The accompanying notes are an integral part of these financial statements.)

CITY OF HOWARD LAKE, MINNESOTA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
Year Ended December 31, 2020

	Budgeted Amounts			Variance Over (Under)
	Original	Final	Actual Amounts	
REVENUES				
Taxes				
Property taxes	\$ 1,065,459	\$ 1,065,459	\$ 954,123	\$ (111,336)
Tax increments	15,000	15,000	-	(15,000)
Franchise taxes	10,000	10,000	10,387	387
Total Taxes	1,090,459	1,090,459	964,510	(125,949)
Special assessments	24,000	24,000	3,739	(20,261)
Licenses and permits	47,730	47,730	88,572	40,842
Intergovernmental				
State				
Local government aid	599,186	599,186	600,183	997
Fire relief aid	23,500	23,500	26,691	3,191
Police aid	25,000	25,000	28,353	3,353
Other	16,500	16,500	16,168	(332)
Local	-	-	5,750	5,750
Total Intergovernmental	664,186	664,186	677,145	12,959
Charges for Services				
General government fees	26,500	26,500	1,495	(25,005)
Fire services	80,000	80,000	78,384	(1,616)
Public safety	40,000	40,000	28,597	(11,403)
Recycling	25,000	25,000	32,805	7,805
Refuse services	95,000	95,000	103,171	8,171
Lease income	-	-	30,000	30,000
Assessment searches	1,400	1,400	3,000	1,600
Community center fees	1,000	1,000	300	(700)
Park fees	3,200	3,200	150	(3,050)
Total Charges for Services	272,100	272,100	277,902	5,802
Fines and Forfeitures	1,350	1,350	-	(1,350)
Investment Earnings	29,000	29,000	15,645	(13,355)
Contributions and Donations	2,500	2,500	10,000	7,500
Refunds and Reimbursements	-	-	355	355
Other	8,000	8,000	9,976	1,976
Total Revenues	2,139,325	2,139,325	2,047,844	(91,481)
EXPENDITURES				
Current				
General Government				
Mayor and council	27,836	27,836	30,155	2,319
Clerk/finance and administration	290,065	290,065	255,932	(34,133)
Professional fees	99,600	99,600	126,767	27,167
Government buildings	28,950	28,950	25,749	(3,201)
Planning and zoning	36,085	36,085	36,093	8
Other	120,700	120,700	142,016	21,316
Total General Government	603,236	603,236	616,712	13,476

CITY OF HOWARD LAKE, MINNESOTA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
Year Ended December 31, 2020

	Budgeted Amounts		Actual Amounts	Variance Over (Under)
	Original	Final		
Public Safety				
Police	407,000	407,000	381,521	(25,479)
Fire	127,300	127,300	98,676	(28,624)
Ambulance	(5,000)	(5,000)	1,798	6,798
Animal control	1,500	1,500	64	(1,436)
Other public safety	3,320	3,320	1,477	(1,843)
Total Public Safety	534,120	534,120	483,536	(50,584)
Health	10,000	10,000	7,626	(2,374)
Public Works				
Street maintenance	207,598	207,598	488,369	280,771
Sanitation	125,500	125,500	154,133	28,633
Culture and Recreation				
Parks	53,435	53,435	19,290	(34,145)
Summer recreation	30,880	30,880	13,747	(17,133)
Community center	22,000	22,000	15,397	(6,603)
Total Culture and Recreation	106,315	106,315	48,434	(57,881)
Miscellaneous				
Cemetery	10,000	10,000	10,000	-
Other	22,900	22,900	52,983	30,083
Total Miscellaneous	32,900	32,900	62,983	30,083
Debt Service				
Principal	-	-	5,806	5,806
Interest	-	-	12,194	12,194
Total Debt Service	-	-	18,000	18,000
Capital Outlay				
Buildings	-	-	3,839	3,839
Public safety	68,000	68,000	79,548	11,548
Streets and highways	2,000	2,000	600	(1,400)
Culture and recreation	1,500	1,500	1,850	350
Total Capital Outlay	71,500	71,500	85,837	14,337
Total Expenditures	1,691,169	1,691,169	1,965,630	274,461
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	448,156	448,156	82,214	(365,942)
OTHER FINANCING SOURCES (USES)				
Sale of property	75,000	75,000	-	(75,000)
Insurance recovery	20,000	20,000	7,459	(12,541)
Transfers in	71,099	71,099	62,924	(8,175)
Transfers out	(475,000)	(475,000)	(40,000)	435,000
Net Other Financing Sources (Uses)	(308,901)	(308,901)	30,383	339,284
NET CHANGE IN FUND BALANCES	139,255	139,255	112,597	(26,658)
FUND BALANCES – BEGINNING	2,822,804	2,822,804	2,822,804	-
FUND BALANCES – ENDING	<u>\$ 2,962,059</u>	<u>\$ 2,962,059</u>	<u>\$ 2,935,401</u>	<u>\$ (26,658)</u>

CITY OF HOWARD LAKE, MINNESOTA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
December 31, 2020

	Special Revenue Funds	Debt Service Funds	Capital Projects Funds	Total
ASSETS				
Cash and investments	\$ 394,530	\$ -	\$ 1,125,962	\$ 1,520,492
Accounts receivable	16,603	-	-	16,603
Taxes receivable – delinquent	-	1,051	-	1,051
Due from other governmental units	44,599	788	-	45,387
Loans receivable	45,399	-	-	45,399
Due from other funds	-	-	1,700	1,700
Advance to other funds	157,269	-	-	157,269
TOTAL ASSETS	<u>\$ 658,400</u>	<u>\$ 1,839</u>	<u>\$ 1,127,662</u>	<u>\$ 1,787,901</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Due to other funds	498,050	363,740	1,094,150	1,955,940
Total Liabilities	498,050	363,740	1,094,150	1,955,940
Deferred Inflows of Resources				
Unavailable revenue - taxes	-	1,051	-	1,051
Fund Balances				
Restricted	388,677	-	-	388,677
Unrestricted				
Assigned	218,848	-	1,127,662	1,346,510
Unassigned	(447,175)	(362,952)	(1,094,150)	(1,904,277)
Total Fund Balances	160,350	(362,952)	33,512	(169,090)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	<u>\$ 658,400</u>	<u>\$ 1,839</u>	<u>\$ 1,127,662</u>	<u>\$ 1,787,901</u>

CITY OF HOWARD LAKE, MINNESOTA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
Year Ended December 31, 2020

	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Total
REVENUES				
Taxes				
Property taxes	\$ -	\$ 63,945	\$ -	\$ 63,945
Tax increments	344,983	-	-	344,983
Intergovernmental	165,252	-	-	165,252
Charges for services	137,462	-	-	137,462
Net investment earnings	2,731	-	1,857	4,588
Other	-	-	-	-
Total Revenues	<u>650,428</u>	<u>63,945</u>	<u>78,177</u>	<u>792,550</u>
EXPENDITURES				
Current				
Public safety	116,732	-	-	116,732
Housing and economic development	276,574	-	18,500	295,074
Other	75,268	400	-	75,668
Debt service				
Principal	-	260,000	-	260,000
Interest	-	84,201	-	84,201
Capital outlay	3,656	-	318,713	322,369
Total Expenditures	<u>472,230</u>	<u>344,601</u>	<u>337,213</u>	<u>1,154,044</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	178,198	(280,656)	(259,036)	(361,494)
OTHER FINANCING SOURCES (USES)				
Bond issue proceeds	-	-	-	-
Sale of property	-	-	-	-
Transfers in	-	47,000	43,000	90,000
Transfers out	(57,260)	-	(8,664)	(65,924)
Net Other Financing Sources (Uses)	<u>(57,260)</u>	<u>47,000</u>	<u>34,336</u>	<u>24,076</u>
NET CHANGE IN FUND BALANCES	120,938	(233,656)	(224,700)	(337,418)
FUND BALANCES – BEGINNING	<u>39,412</u>	<u>(129,296)</u>	<u>258,212</u>	<u>168,328</u>
FUND BALANCES – ENDING	<u>\$ 160,350</u>	<u>\$ (362,952)</u>	<u>\$ 33,512</u>	<u>\$ (169,090)</u>

CITY OF HOWARD LAKE, MINNESOTA
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
December 31, 2020

	Voyager Revolving Loan	Ambulance Service	Small Cities Development Program	TIF #15 Jones	Thriving Communities Partnership	TIF #16 SR Assisted	TIF #17 Emarcor	TIF #18 Forsman Farms	TIF #19 Munson Lakes	Coronavirus Relief Aid	TIF #3 Keleher Project	Total
ASSETS												
Cash and investments	\$ 58,715	\$ 208,521	\$ -	\$ 186	\$ -	\$ -	\$ 13,226	\$ 27,792	\$ -	\$ 86,090	\$ -	\$ 394,530
Accounts receivable	-	16,603	-	-	-	-	-	-	-	-	-	16,603
Due from other governmental units	-	-	-	-	-	-	-	-	44,599	-	-	44,599
Loans receivable	45,399	-	-	-	-	-	-	-	-	-	-	45,399
Advance to other funds	157,269	-	-	-	-	-	-	-	-	-	-	157,269
TOTAL ASSETS	\$ 261,383	\$ 225,124	\$ -	\$ 186	\$ -	\$ -	\$ 13,226	\$ 27,792	\$ 44,599	\$ 86,090	\$ -	\$ 658,400
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES												
Liabilities												
Due to other funds	\$ -	\$ 6,276	\$ 15,195	\$ -	\$ 624	\$ 1,952	\$ -	\$ -	\$ 469,503	\$ -	\$ 4,500	\$ 498,050
Fund Balances												
Restricted	261,383	-	-	186	-	-	13,226	27,792	-	86,090	-	388,677
Unrestricted												
Assigned	-	218,848	-	-	-	-	-	-	-	-	-	218,848
Unassigned	-	-	(15,195)	-	(624)	(1,952)	-	-	(424,904)	-	(4,500)	(447,175)
Total Fund Balances	261,383	218,848	(15,195)	186	(624)	(1,952)	13,226	27,792	(424,904)	86,090	(4,500)	160,350
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 261,383	\$ 225,124	\$ -	\$ 186	\$ -	\$ -	\$ 13,226	\$ 27,792	\$ 44,599	\$ 86,090	\$ -	\$ 658,400

CITY OF HOWARD LAKE, MINNESOTA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
Year Ended December 31, 2020

	Voyager Revolving Loan	Ambulance Service	Small Cities Development Program	TIF #15 Jones	Thriving Communities Partnership	TIF #16 SR Assisted	TIF #17 Emarcor	TIF #18 Forsman Farms	TIF #19 Munson Lakes	Coronavirus Relief Aid	TIF #3 Keleher Project	Total
REVENUES												
Taxes												
Tax increments	\$ -	\$ -	\$ -	\$ 657	\$ -	\$ 24,086	\$ 17,965	\$ 297,413	\$ 4,862	\$ -	\$ -	\$ 344,983
Intergovernmental	-	8,394	-	-	-	-	-	-	-	156,858	-	165,252
Charges for services	-	137,462	-	-	-	-	-	-	-	-	-	137,462
Net investment earnings	830	1,901	-	-	-	-	-	-	-	-	-	2,731
Total Revenues	830	147,757	-	657	-	24,086	17,965	297,413	4,862	156,858	-	650,428
EXPENDITURES												
Current												
Public safety	-	116,732	-	-	-	-	-	-	-	-	-	116,732
Economic development	-	-	-	-	-	22,881	-	253,693	-	-	-	276,574
Other	-	-	-	-	-	-	-	-	-	70,768	4,500	75,268
Capital outlay	-	3,656	-	-	-	-	-	-	-	-	-	3,656
Total Expenditures	-	120,388	-	-	-	22,881	-	253,693	-	70,768	4,500	472,230
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	830	27,369	-	657	-	1,205	17,965	43,720	4,862	86,090	(4,500)	178,198
OTHER FINANCING SOURCES (USES)												
Transfers out	-	-	-	-	-	-	(16,000)	(38,260)	(3,000)	-	-	(57,260)
NET CHANGE IN FUND BALANCES	830	27,369	-	657	-	1,205	1,965	5,460	1,862	86,090	(4,500)	120,938
FUND BALANCES – BEGINNING	260,553	191,479	(15,195)	(471)	(624)	(3,157)	11,261	22,332	(426,766)	-	-	39,412
FUND BALANCES – ENDING	<u>\$ 261,383</u>	<u>\$ 218,848</u>	<u>\$ (15,195)</u>	<u>\$ 186</u>	<u>\$ (624)</u>	<u>\$ (1,952)</u>	<u>\$ 13,226</u>	<u>\$ 27,792</u>	<u>\$ (424,904)</u>	<u>\$ 86,090</u>	<u>\$ (4,500)</u>	<u>\$ 160,350</u>

CITY OF HOWARD LAKE, MINNESOTA
COMBINING BALANCE SHEET
NONMAJOR DEBT SERVICE FUNDS
December 31, 2020

	G.O. Storm Sewer Revenue Bonds, Series 2011A	G.O. Refunding Bonds, Series 2014A	G.O. Tax Abatement Bonds, Series 2018A	G.O. Tax Increment Bonds, Series 2019A	Total
ASSETS					
Cash and investments	\$ -	\$ -	\$ -	\$ -	\$ -
Taxes receivable – delinquent	-	1,051	-	-	1,051
Due from other governmental units	-	788	-	-	788
TOTAL ASSETS	\$ -	\$ 1,839	\$ -	\$ -	\$ 1,839
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
Liabilities					
Due to other funds	\$ 93,595	\$ 232,716	\$ 17,771	\$ 19,658	\$ 363,740
Deferred Inflows of Resources					
Unavailable revenue - taxes	-	1,051	-	-	1,051
Fund Balances					
Unrestricted					
Unassigned	(93,595)	(231,928)	(17,771)	(19,658)	(362,952)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ -	\$ 1,839	\$ -	\$ -	\$ 1,839

CITY OF HOWARD LAKE, MINNESOTA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR DEBT SERVICE FUNDS
Year Ended December 31, 2020

	G.O. Storm Sewer Revenue Bonds, Series 2011A	G.O. Refunding Bonds, Series 2014A	G.O. Tax Abatement Bonds, Series 2018A	G.O. Tax Increment Bonds, Series 2019A	Total
REVENUES					
Taxes					
Property taxes	\$ -	\$ 63,945	\$ -	\$ -	\$ 63,945
EXPENDITURES					
Current					
Other	-	-	-	400	400
Debt service					
Principal	45,000	205,000	-	10,000	260,000
Interest	7,835	26,340	34,418	15,608	84,201
Total Expenditures	<u>52,835</u>	<u>231,340</u>	<u>34,418</u>	<u>26,008</u>	<u>344,601</u>
DEFICIENCY OF REVENUES OVER EXPENDITURES	(52,835)	(167,395)	(34,418)	(26,008)	(280,656)
OTHER FINANCING SOURCES (USES)					
Transfers in	<u>-</u>	<u>47,000</u>	<u>-</u>	<u>-</u>	<u>47,000</u>
NET CHANGE IN FUND BALANCES	(52,835)	(120,395)	(34,418)	(26,008)	(233,656)
FUND BALANCES – BEGINNING	<u>(40,760)</u>	<u>(111,533)</u>	<u>16,647</u>	<u>6,350</u>	<u>(129,296)</u>
FUND BALANCES – ENDING	<u><u>\$ (93,595)</u></u>	<u><u>\$ (231,928)</u></u>	<u><u>\$ (17,771)</u></u>	<u><u>\$ (19,658)</u></u>	<u><u>\$ (362,952)</u></u>

CITY OF HOWARD LAKE, MINNESOTA
COMBINING BALANCE SHEET
NONMAJOR CAPITAL PROJECT FUNDS
December 31, 2020

	Fire Equipment	Industrial Park West Phase I (Non TIF)	2018 Street Improvement	Downtown Redevelopment Project	Downtown Enhancement Project	City Hall Restoration	Legion Parking Lot	Central Park	Munson Lakes Nutrition Office	Total
ASSETS										
Cash and investments	\$ 507,220	\$ 616,805	\$ -	\$ -	\$ -	\$ 1,937	\$ -	\$ -	\$ -	\$ 1,125,962
Due from other funds	1,700	-	-	-	-	-	-	-	-	1,700
TOTAL ASSETS	\$ 508,920	\$ 616,805	\$ -	\$ -	\$ -	\$ 1,937	\$ -	\$ -	\$ -	\$ 1,127,662
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES										
Liabilities										
Due to other funds	\$ -	\$ -	\$ 460,843	\$ 72,029	\$ 11,816	\$ -	\$ 218,784	\$ 322,828	\$ 7,850	\$ 1,094,150
Fund Balances										
Unrestricted										
Assigned	508,920	616,805	-	-	-	1,937	-	-	-	1,127,662
Unassigned	-	-	(460,843)	(72,029)	(11,816)	-	(218,784)	(322,828)	(7,850)	(1,094,150)
Total Fund Balances	508,920	616,805	(460,843)	(72,029)	(11,816)	1,937	(218,784)	(322,828)	(7,850)	33,512
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 508,920	\$ 616,805	\$ -	\$ -	\$ -	\$ 1,937	\$ -	\$ -	\$ -	\$ 1,127,662

CITY OF HOWARD LAKE, MINNESOTA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
NONMAJOR CAPITAL PROJECT FUNDS
Year Ended December 31, 2020

	Fire Equipment	Industrial Park West Phase I (Non TIF)	2018 Street Improvement	Downtown Redevelopment Project	Downtown Enhancement Project	City Hall Restoration	Legion Parking Lot	Central Park	Munson Lakes Nutrition Office	Total
REVENUES										
Special assessments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,320	\$ -		\$ 21,320
Net investment earnings	1,857	-	-	-	-	-	-	-		1,857
Contributions and donations	55,000	-	-	-	-	-	-	-		55,000
Total Revenues	56,857	-	-	-	-	-	21,320	-	-	78,177
EXPENDITURES										
Current										
Economic development	-	-	-	18,500	-	-	-	-		18,500
Capital outlay	-	-	-	-	-	-	-	307,863	10,850	318,713
Total Expenditures	-	-	-	18,500	-	-	-	307,863	10,850	337,213
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	56,857	-	-	(18,500)	-	-	21,320	(307,863)	(10,850)	(259,036)
OTHER FINANCING SOURCES (USES)										
Transfers in	40,000	-	-	-	-	-	-	-	3,000	43,000
Transfers out	(8,664)	-	-	-	-	-	-	-	-	(8,664)
Total Other Financing Sources (Uses)	31,336	-	-	-	-	-	-	-	3,000	34,336
NET CHANGE IN FUND BALANCES	88,193	-	-	(18,500)	-	-	21,320	(307,863)	(7,850)	(224,700)
FUND BALANCES – BEGINNING	420,727	616,805	(460,843)	(53,529)	(11,816)	1,937	(240,104)	(14,965)	-	258,212
FUND BALANCES – ENDING	<u>\$ 508,920</u>	<u>\$ 616,805</u>	<u>\$ (460,843)</u>	<u>\$ (72,029)</u>	<u>\$ (11,816)</u>	<u>\$ 1,937</u>	<u>\$ (218,784)</u>	<u>\$ (322,828)</u>	<u>\$ (7,850)</u>	<u>\$ 33,512</u>



HOWARD LAKE CITY COUNCIL MEETING

July 20, 2021

AGENDA ITEM: Consider Approving EDA Enabling Resolution.

SECTION: New Business

FROM: Nick Haggemiller, City Administrator
Shannon Sweeney, David Drown & Associates

BACKGROUND: The City is in the design development phase associated with the development of a new library facility. Immediately related to this effort is the financing needed for the project. Led by the City's Financial Advisor, Shannon Sweeney – we are working to package this project to obtain the best possible terms to the city. Howard Lake has a higher than average debt ratio. Finding a financing mechanism with low interest rate and extended payment terms is important to keep annual debt service payments reasonable.

USDA Community Facilities Program

The program we are seeking funding under is the USDA Community Facilities (CFP). This program offers low interest loans with extended repayment terms up to 40 years for rural communities. Typically, the longer term of a bond the higher interest rate. USDA underwrites these programs to ensure low interest rates with extended repayment.

Additional Information is found here → [Community Facilities Direct Loan & Grant Program | Rural Development \(usda.gov\)](https://www.usda.gov/programs/community-facilities-direct-loan-grant-program)

Economic Development Authority

The proposed financing seeks to establish a lease between the Howard Economic Development Authority and the City of Howard Lake. Doing so, requires the City to use its EDA powers to own and then lease a facility to the City for financing to ultimately repay the bond.

In order to do so, we need to complete extensive paperwork with the USDA. Upon starting this paperwork, staff was unable to find original bylaws of the EDA. To address this, we are essentially recreating necessary documents to show the USDA we have an EDA and it meets the eligibility requirements needed for this program.

Currently, the EDA is composed of the full sitting city council. The proposed language maintains the same membership but will call for officers to be appointed.

A separate EDA meeting will be held to approve bylaws and name officers to the organization. Beyond that, staff will seek necessary tax ID numbers and government identifiers needed to move forward with the financing application for the Community Facilities Program.

DECISION MAKING METRICS:

FINANCIAL: The immediate action does not have a financial consequence. But the overall funding mechanism we are seeking to put in place are the most beneficial to the City.

LEGAL: The City has retained Mary Ippel/TAFI Law to assist in the necessary documentation for the establishment of the EDA and assistance with the legal documents necessary for successful financing.

STRATEGIC PLAN: Maintain fiscally responsible City management and operations.

COUNCIL ACTION REQUESTED: Approve EDA Enabling Resolution as presented.

ATTACHMENTS:

1. Resolution Enabling EDA

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

HELD: July 20, 2021

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Howard Lake, Minnesota, was held at the Howard Lake City Hall on July 20, 2021, commencing at 7:00 p.m.

The following members of the Council were present:

and the following were absent:

Councilmember _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. 21-09

MODIFICATION TO ENABLING RESOLUTION RELATING TO THE CITY OF
HOWARD LAKE ECONOMIC DEVELOPMENT AUTHORITY, UNDER
MINNESOTA STATUTES, SECTIONS 469.090 THROUGH 469.1082

WHEREAS, the City previously established the City of Howard Lake Economic Development Authority (the "EDA"), pursuant to Minnesota Statutes, Sections 469.090 through 469.1082 (the "Economic Development Authority Act"), an economic development authority for the City by an enabling resolution (the "Enabling Resolution"); and

WHEREAS, pursuant to the Economic Development Authority Act, the City proposes to amend the Enabling Resolution; and

WHEREAS, the City has caused notice of a public hearing on the modification of the enabling resolution relating to EDA to be published in a newspaper of general circulation in the City once each week for two consecutive weeks, and pursuant to such notice, a public hearing on the proposal has been held by the Council on the date hereof, at which hearing all persons desiring to present their oral or written comments on the proposal were given an opportunity to do so; and

BE IT RESOLVED by the City Council (the "Council") of the City of Howard Lake, Minnesota (the "City"), as follows:

1. Amended Enabling Resolution. Pursuant to the Economic Development Authority Act, the Council hereby restates and affirms the Enabling Resolution as follows:

(a) The EDA shall be governed by a board of commissioners thereof consisting of five members, all of whom shall be members of the Council. Each commissioner of the EDA who is a member of the Council shall cease to be a commissioner effective at such time as he or she is no longer a member of the Council, and a successor commissioner shall

be appointed pursuant to the Economic Development Authority Act to serve the remainder of the applicable term so vacated; and

(b) The EDA shall have all powers given to an economic development authority pursuant to the Economic Development Authority Act, as the same may be amended or supplemented.

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted and was signed by the Mayor and City Administrator.

Adopted by the City Council on July 20, 2021.

By _____
Pete Zimmerman, Mayor

Attest _____
Nick Haggenmiller, City Administrator

STATE OF MINNESOTA)
COUNTY OF WRIGHT) SS
CITY OF HOWARD LAKE)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Howard Lake, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular or special meeting of the City Council held on July 20, 2021, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to a modification to the enabling resolution relating to the City of Howard Lake Economic Development Authority.

Witness my hand as City Administrator and the official seal of the City on _____, 2021.

City Administrator

(SEAL)



HOWARD LAKE CITY COUNCIL MEETING

JULY 20, 2020

AGENDA ITEM: Consider Entering Cooperative Agreement for CSAH 7 Trail/Widening Project

SECTION: New Business

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

BACKGROUND: The Howard Lake City Council directed staff to move forward with a cost share agreement with Wright County on October 20, 2020 to include widening the shoulder on CSAH 7 to create a trail from Lions Park to Imhoff Ave. The County has included the CSAH 7 Trail Project and intends to complete the construction in 2021.

The City will administer a contract for the whole CSAH 7 project and will be reimbursed by the County for the road portion. According to the feasibility study completed by Bolton & Menk, the total cost of the project would be approximately \$678,942 with the City being responsible for about \$363,000 of it. These figures are subject to final bid prices.

CURRENT ACTION: The plans and specifications have been completed by the city engineer, reviewed and approved by Wright County as well as MNDOT State Aid Office. We are now able to move forward with council approval of plans and advertisement of bids.



During the meeting with adjacent property owners, several notes about the proposed plans were called into question. Here are a few clarification points based on discussion:

- Lighting will be relocated in roughly the same location as currently presented on the roadway at intersections.
- There is no evidence of eagle's nests in the trees proposed to be cut down (or anywhere along the road section).
- The overall roadway will vary, but in most places, be about 3' closer to existing homes than current conditions.
- Schematics showed benches and garbage cans which will only be placed between Lions Park and 1st Street East and will not be installed at all as part of the immediate project in order to avoid additional review and scrutiny and cost.
- Speed concerns were cited. Discussing this with the city and county engineers, they advise AGAINST a speed study. Ironically, if a speed study was conducted and determined that cars were in fact going at or above speed limit, the study could support maintaining or even increasing the roadway speed. Therefore, their suggestion is additional speed enforcement by the police department.
- There was one drainage issue discussed. City Engineer review determines this to be private and outside of the project scope.

Community Education and Engagement

As previously discussed, city staff will attempt to educate and engage the residents and people impacted by the project. Assuming favorable bids, once a contractor has been identified and a final project timeline is established, city staff will address this topic. Doing so prematurely may create confusion or sharing incorrect information.

DECISION MAKING METRICS: The City believes the addition of this trail would be extremely beneficial, in that it would connect the north side of the lake and the Terning Trails development to downtown Howard Lake, nearly 300 households.

FINANCIAL: The City would be responsible for approximately \$363,000 of the total project. This would be subject to final bid prices received for the total project. The City was successful in obtaining a DNR Trail Grant in the amount of \$150,000. Therefore, the out-of-pocket expense to the City at about \$210,000. This is an amount we may absorb through reserves, ARPA Funds or if necessary borrow. Although borrowing this small of an amount is likely not cost feasible.

LEGAL: The agreement is legally binding to the terms of the agreement and has been drafted by the Wright County Attorney. By signing we are not guaranteeing the delivery of the project, but rather the terms of the project. If bid prices were unfavorable or some other outside factor occurred, the County would revert to a simple pavement preservation project.

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: Approve the Funding Participation and Construction Agreement with Wright County.

ATTACHMENTS:

1. Resolution 21-10 Approving Plans & Specs and Authorizing the Advertisement of Bids.
2. Plans & Specifications from BMI.

RESOLUTION 21-10

A RESOLUTION OF THE CITY OF HOWARD LAKE APPROVING PLANS & SPECIFICATION AND ORDERING ADVERTISEMENT FOR BIDS AS PART OF THE CSAH 7 RECONDITIONING AND TRAIL PROJECT

WHEREAS, pursuant to agreement 20-59 with Wright County, MN for the subject project, passed by the council December 8th, 2020, the City engineer has prepared plans and specifications for the improvements and has presented such plans and specifications to the council for approval;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HOWARD LAKE, WRIGHT COUNTY, MINNESOTA THAT:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Engineer shall prepare and cause to be inserted in the official paper (and electronically thru Quest CDN) an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for a minimum of 21 day, shall specify the work to be done, shall state that bids will be received electronically by the City until 10 a.m. on August 11, 2021, at which time they will be publicly opened in the council chambers of the City hall by the City Administrator and Engineer, will then be tabulated, and will be considered by the council at 7 p.m. on August 17th, 2021, in the council chambers of the city hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless submitted according to the instruction to bidders within the contract.

Adopted by the council this 20th day of July 2021.

SIGNED:

WITNESSED:

Peter Zimmerman, Mayor

Nicholas Haggemiller, City Administrator



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

MEMORANDUM

Date: July 14, 2021
To: Nick Haggenmiller - City Administrator
From: Joshua Halvorson, P.E. - City Engineer
Subject: CSAH 7 Improvements – Bidding
City of Howard Lake
BMI Project No.: W14.122467

The County State Aid Highway 7 Reconditioning and Trail Project has reached another milestone for consideration to move forward towards construction. The construction plans, specifications, and contract documents have been completed. We have received County approval and are concurrently receiving MNDOT State Aid approval of these items.

An updated schedule on the major target dates for the continuation of the project is as follows:

1. July 20, 2021 – Council accepts plans & specs and authorization to bid
2. August 11, 2021 – Open bids
3. August 17, 2021 – Council consideration for award of project
4. September 7, 2021 – Contractor Notice to Proceed with construction
5. November 21, 2021 – Substantial Completion of work including base bituminous (if construction of roadway starts this year)
6. June 15, 2022 - Substantial Completion of Project
7. July 15, 2022 – Final Completion Date

Considering the progress we have made and schedule before us, I make recommendation that the Council consider approving the Plans & Specs and authorize us to proceed with the bidding process. Attached is a resolution for consideration.

Please feel free to contact me with your questions and if you want to discuss further.

Attachment

DESIGN DESIGNATION
STA. 107+75.00 TO STA. 137+25.00

CSAH 7

FUNTIONAL CLASSIFICATION
MINOR COLLECTOR

R-VALUE
20

ΣN-18
682,000

NO. & WIDTH OF TRAFFIC LANES
2 & 11 ft

NO. & WIDTH OF PARKING LANES
0

ADT (PRESENT YEAR) 2021
2,100

ADT (PROJECTED YEAR) 2041
2,200

HCA DT (PROJECTED YEAR) 2041
<10%

DESIGN SPEED
40 mph

DESIGN LOAD
10 TON

DESIGN SPEED FOR ROADWAY BASED ON
ON STOPPING SIGHT DISTANCE:
HEIGHT OF EYE = 3.5 FT
HEIGHT OF OBJECT = 2.0 FT

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF HOWARD LAKE
WRIGHT COUNTY, MINNESOTA
COUNTY STATE AID HIGHWAY 7

CONSTRUCTION PLAN FOR: GRADING, AGGREGATE BASE, PLANT MIXED BITUMINOUS PAVEMENT, BITUMINOUS TRAIL, CULVERTS, WATER MAIN

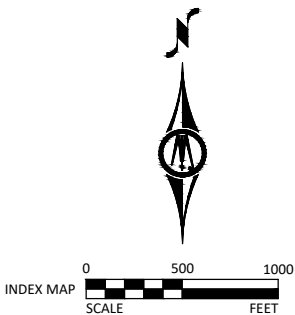
SAP 086-607-024 LOCATED ON CSAH 7 FROM BNSF NORTH RIGHT-OF-WAY LINE TO 75' NORTH OF IMHOFF AVE SW (GEOGRAPHICAL DESCRIPTION)

CSAH 7 (SAP 086-607-024)

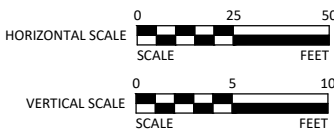
GROSS LENGTH 2950.00 FEET 0.559 MILES
BRIDGE LENGTH FEET MILES
EXCEPTION LENGTH FEET MILES
NET LENGTH 2950.00 FEET 0.559 MILES

LENGTH AND DESCRIPTION BASED UPON
PROPOSED CSAH 7 CENTERLINE

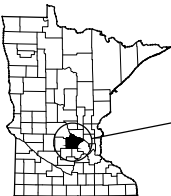
VICINITY MAP



TYPICAL PLAN SCALE
UNLESS OTHERWISE NOTED:

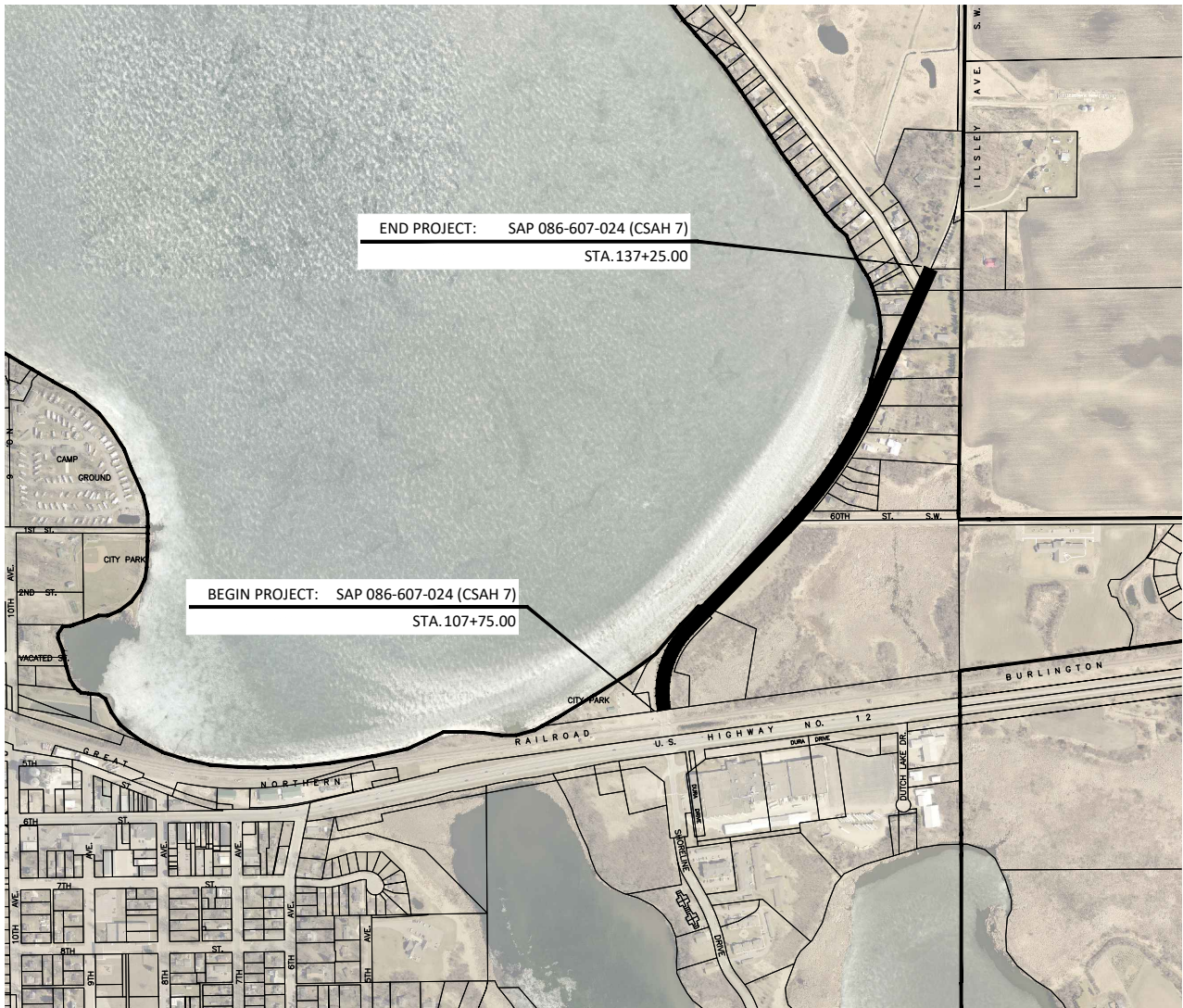


PROJECT LOCATION



CITY: HOWARD LAKE
COUNTY: WRIGHT
DISTRICT: 3

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY
QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL
WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE
38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION
AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."



BM=1006.416'
HYDRANT TOP NUT
STA: 115+68.14
OFFSET: 20.83 RT

PROJECT DATUM:
HORIZONTAL: WRIGHT COUNTY COORDINATE
SYSTEM, 2011 ADJUSTMENT
VERTICAL: NAVD88

RECORD DRAWING
INFORMATION
OBSERVER:
CONTRACTOR:
DATE:



**BOLTON
& MENK**

2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
DTI			
DRAWN			
DTI			
CHECKED			
JJH			
CLIENT PROJ. NO.			
W14.122467			

--- GOVERNING SPECIFICATIONS ---
THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATION FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE
WITH THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND
PART VI, "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL DEVICES.

SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01	TITLE SHEET
G0.02	LEGEND
G1.01 - G1.0X	STATEMENT OF ESTIMATED QUANTITIES
G2.01 - G2.0X	GENERAL LAYOUT

CIVIL	
C0.01 - C0.0X	REMOVAL PLAN
C1.01 - C1.0X	TABULATIONS
C1.0X - C1.0X	TYPICAL SECTIONS & DETAILS
C2.01 - C2.0X	STORMWATER POLLUTION PREVENTION PLAN
C3.01 - C3.0X	GRADING PLAN
C4.01 - G4.0X	SANITARY SEWER & WATERMAIN PLAN & PROFILE
C5.01 - C5.0X	STORM SEWER PLAN & PROFILE
C6.01 - C6.0X	CONSTRUCTION PLAN & PROFILE
C6.0X - C6.0X	INTERSECTION DETAILS
C7.01 - C7.0X	TRAFFIC CONTROL PLAN
C7.0X - C7.0X	SIGNAGE & STRIPING PLAN
C8.01 - C8.0X	STANDARD PLANS
C9.01 - C9.0X	CROSS SECTIONS

LANDSCAPE	
L1.01 - L1.0X	LANDSCAPING PLAN

ELECTRICAL	
E1.01 - E1.0X	STREET LIGHTING PLAN

THIS PLAN SET CONTAINS ### SHEETS.

JOSHUA J. HALVORSON P.E. Design Engineer: I hereby certify that this plan was prepared by me or under
my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of
Minnesota.

Date XX/XX/XXXX License Number 46291

Approved: Wright County Engineer Date

District State Aid Engineer:
Review for compliance with State Aid and Federal Aid Rules/Policy Date

Approved for State Aid and Federal Aid Funding: State Aid Engineer Date

HOWARD LAKE, MINNESOTA

CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024

STATE AID PROJECT NO. 086-607-024

SHEET

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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN NON TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGN TRAFFIC
	BARRICADE PERMANENT		SIGNAL CONTROL CABINET
	BASKETBALL POST		SOIL BORING
	BENCH		SIREN
	BIRD FEEDER		TELEPHONE BOOTH
	BOLLARD		TILE INLET
	BUSH		TILE OUTLET
	CATCH BASIN RECTANGULAR CASTING		TILE RISER
	CATCH BASIN CIRCULAR CASTING		TRANSFORMER-ELECTRIC
	CURB STOP		TREE-CONIFEROUS
	CLEAN OUT		TREE-DEAD
	CULVERT END		TREE-DECIDUOUS
	DRINKING FOUNTAIN		TREE STUMP
	DOWN SPOUT		TRAFFIC ARM BARRIER
	FILL PIPE		TRAFFIC SIGNAL
	FIRE HYDRANT		TRASH CAN
	FLAG POLE		UTILITY MARKER
	FLARED END / APRON		VALVE
	FUEL PUMP		VALVE POST INDICATOR
	GRILL		VALVE VAULT
	GUY WIRE ANCHOR		VAULT
	HANDHOLE		VENT PIPE
	HANDICAP SPACE		WATER SPIGOT
	IRRIGATION SPRINKLER HEAD		WELL
	IRRIGATION VALVE BOX		WETLAND DELINEATED MARKER
	LIFT STATION CONTROL PANEL		WETLAND
	LIFT STATION		WET WELL
	LIGHT ON POLE		YARD HYDRANT
	LIGHT-GROUND		
	MAILBOX		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCHMARK LOCATION
	CONTROL POINT
	MONUMENT FOUND
	CAST IRON MONUMENT
	STONE MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS
	BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

	BITUMINOUS		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN C/ASCE 38-02.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		
JOSHUA J. HALVORSON		
LIC. NO. 46291	DATE XX/XX/XXXX	



2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

DESIGNED	DTI	NO.	ISSUED FOR	DATE
DRAWN	DTI			
CHECKED	JJH			
CLIENT PROJ. NO.	W14.122467			

HOWARD LAKE, MINNESOTA		SHEET ----
CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024		
LEGEND 122467_G002 - G002		

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED
BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JOSHUA J. HALVORSON
LIC. NO. 46291 DATE XX/XX/XXXX



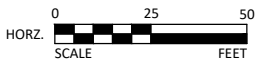
**BOLTON
& MENK**

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Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

DESIGNED	DTI	NO.	ISSUED FOR	DATE
DRAWN	DTI			
CHECKED	JJH			
CLIENT PROJ. NO.	W14.122467			

HOWARD LAKE, MINNESOTA	SHEET ----
CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024	
GENERAL NOTES 122467_G002 - DETAILS	

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JOSHUA J. HALVORSON
LIC. NO. 46291 DATE XX/XX/XXXX



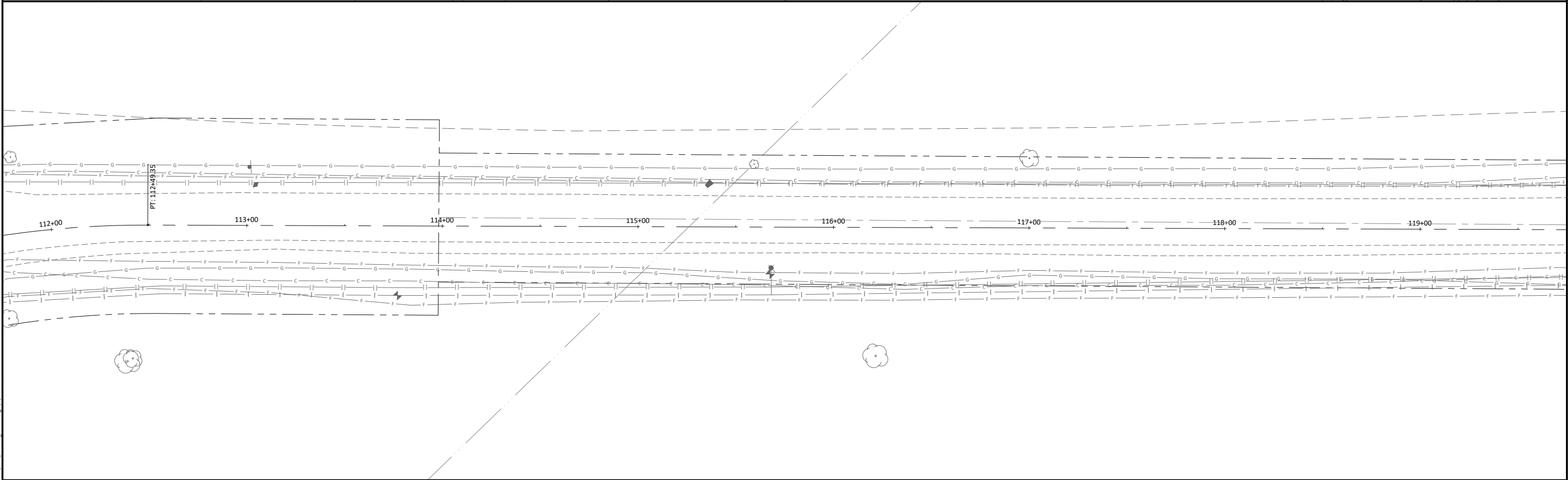
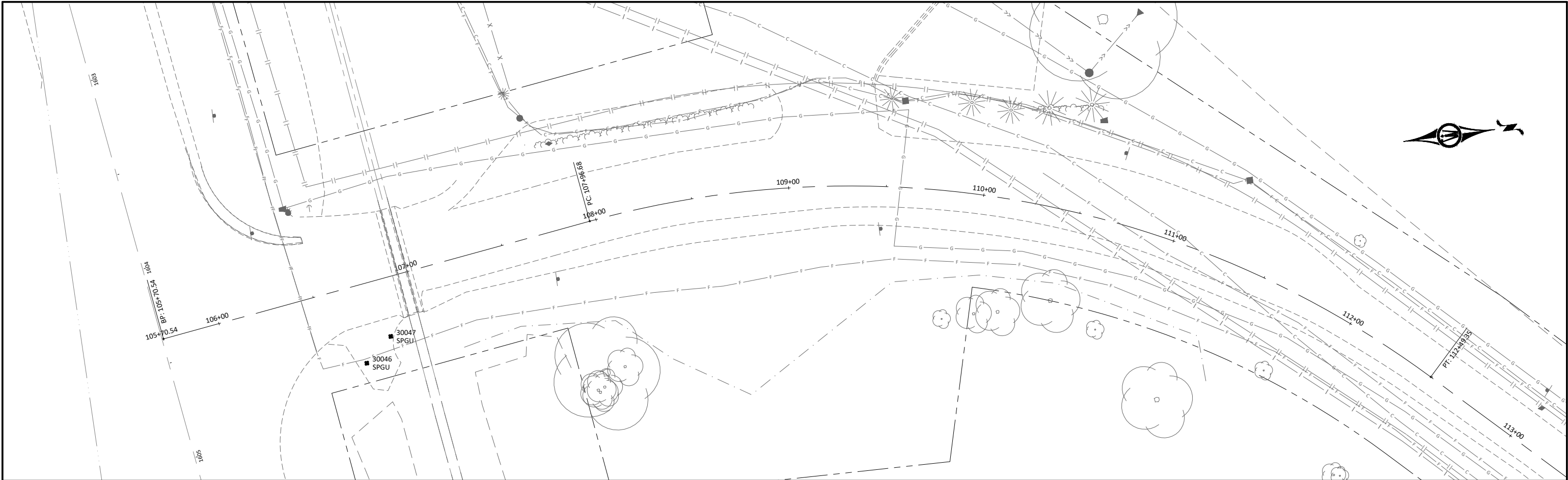
**BOLTON
& MENK**

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www.bolton-menk.com

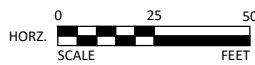
DESIGNED	NO.	ISSUED FOR	DATE
DTI			
DRAWN			
DTI			
CHECKED			
JJH			
CLIENT PROJ. NO.			
W14.122467			

HOWARD LAKE, MINNESOTA
CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024
ESTIMATED QUANTITIES
122467_G101 - SEQ

SHEET



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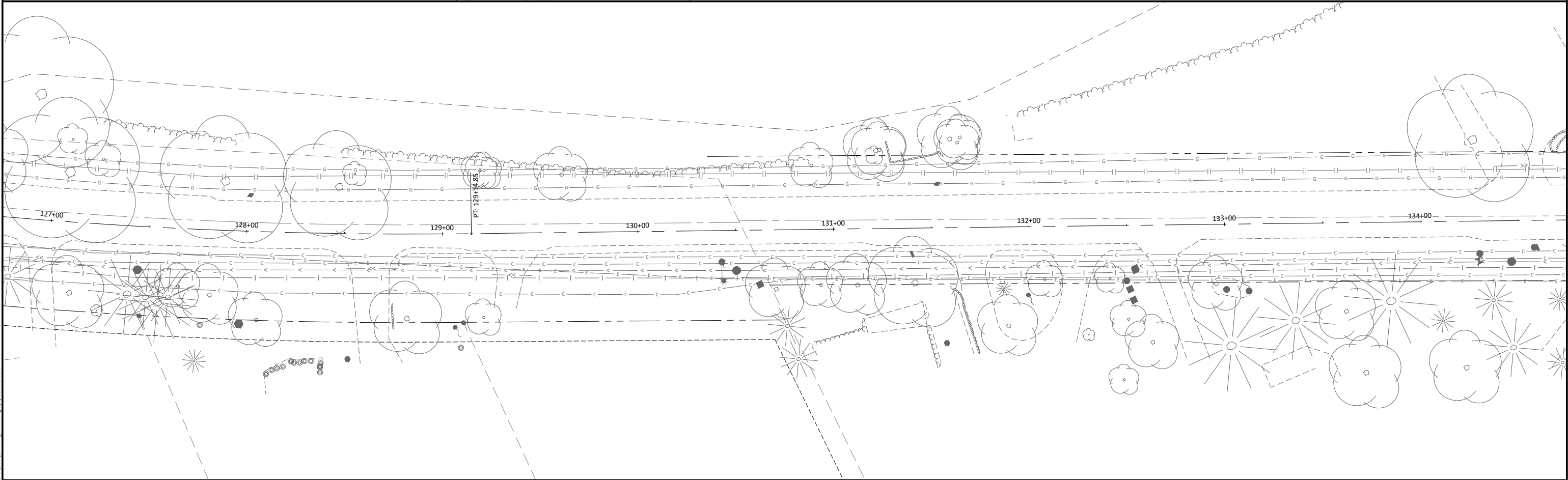
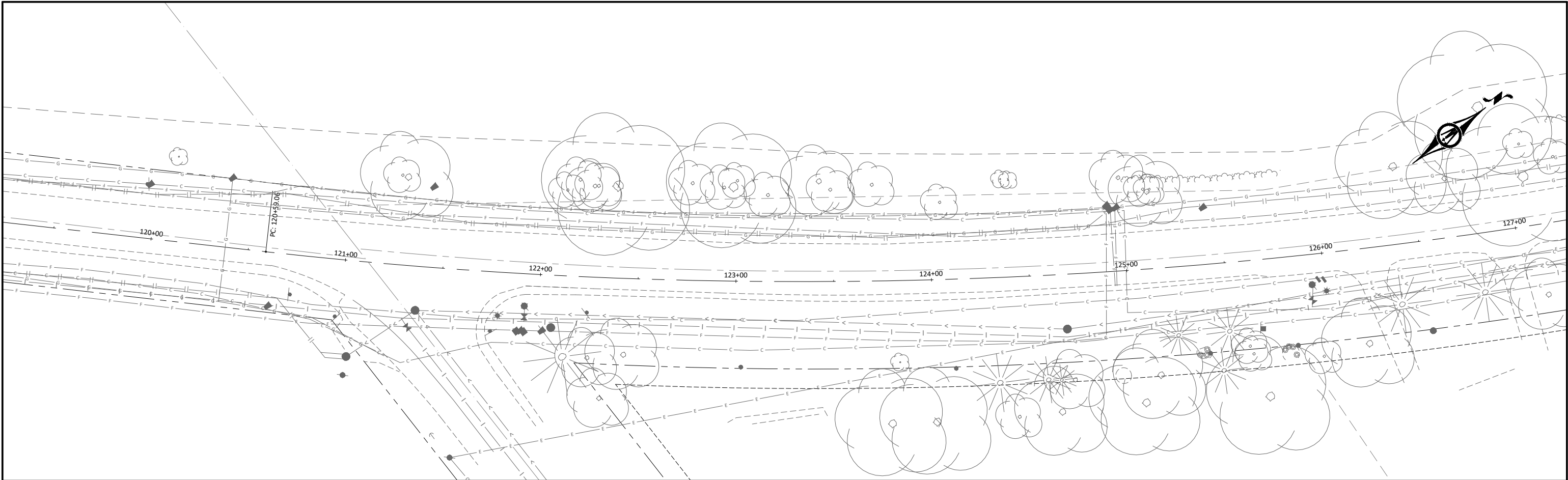


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HOWARD LAKE, MINNESOTA
CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024
EXISTING CONDITIONS
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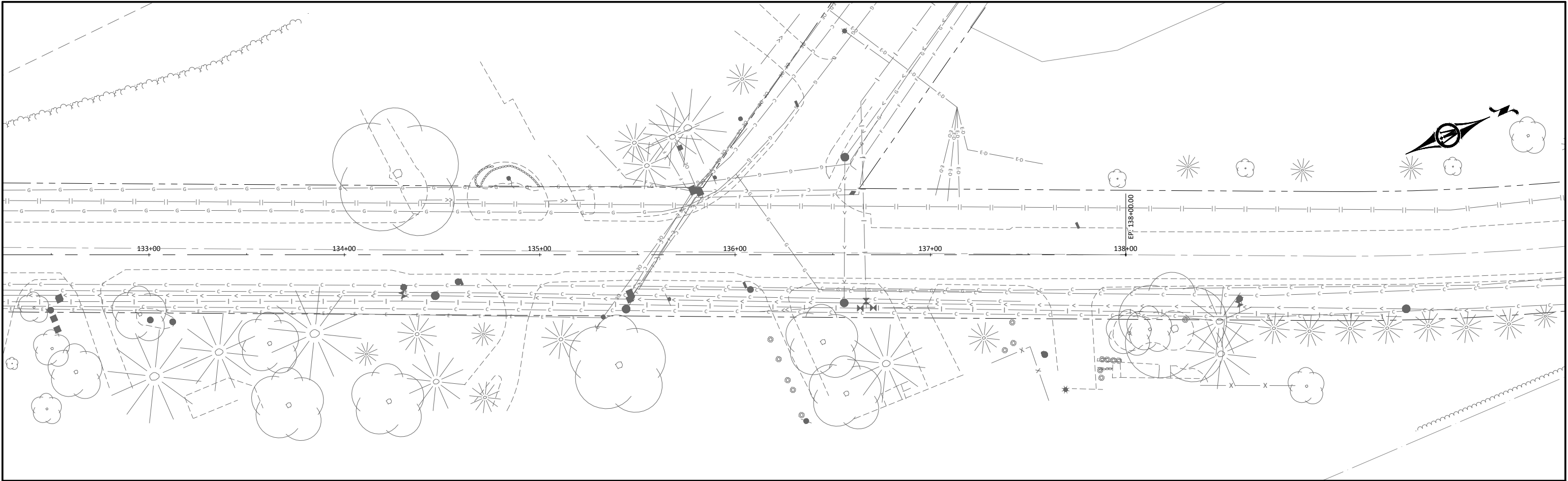
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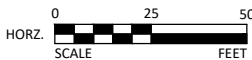
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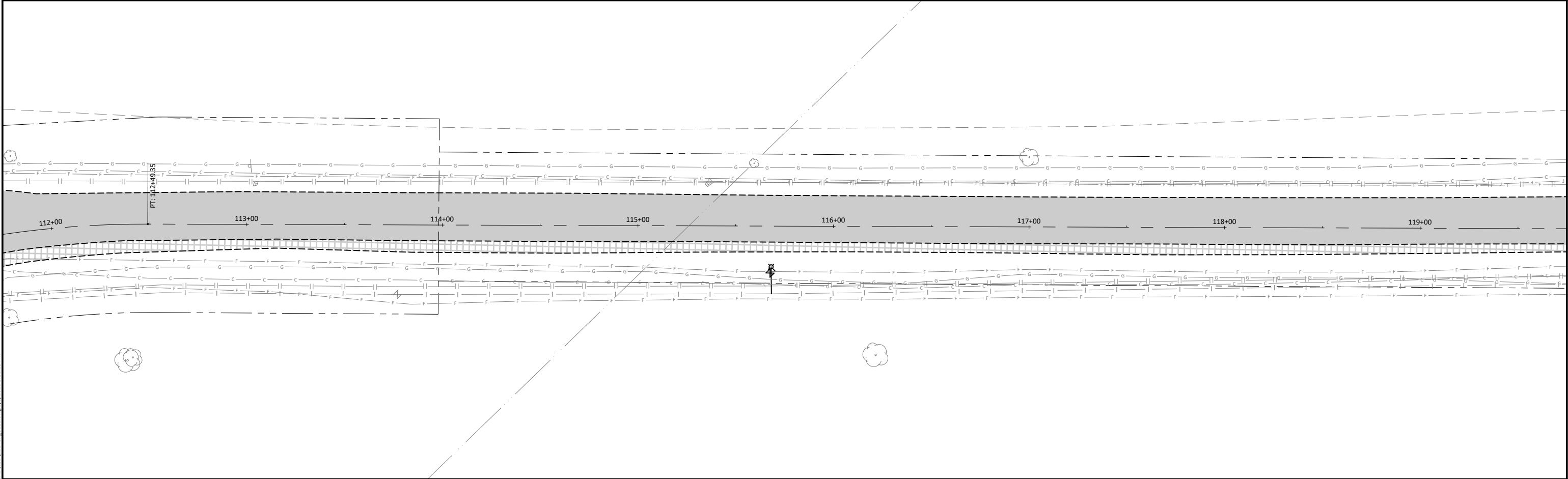
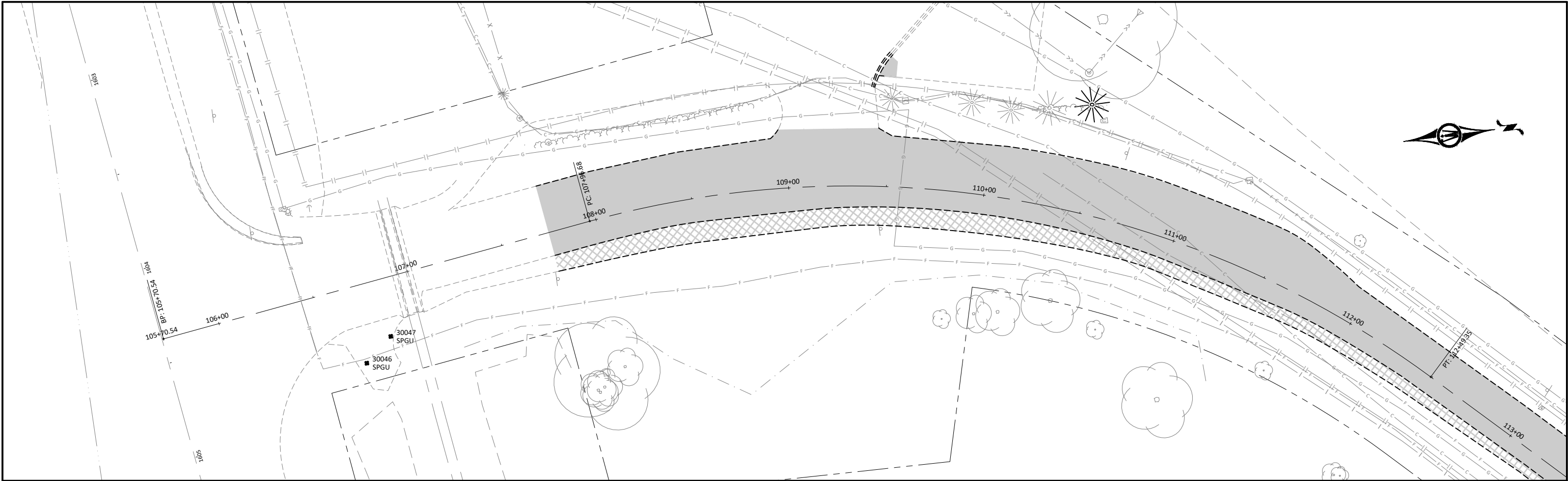


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EXISTING CONDITIONS
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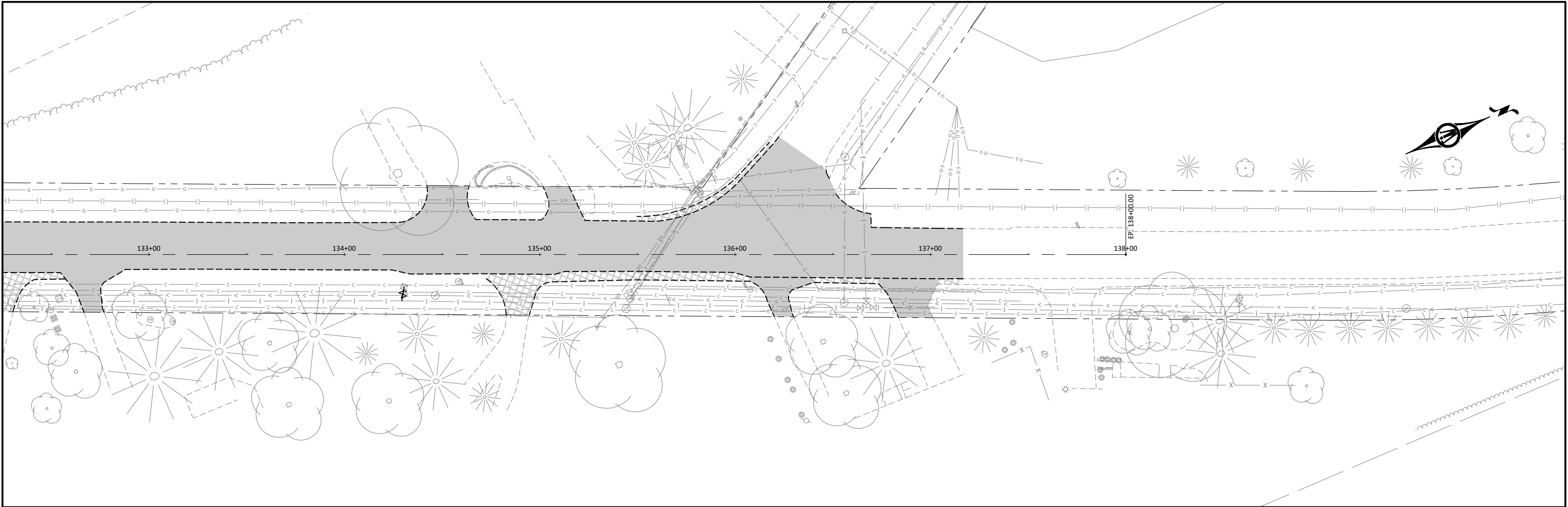


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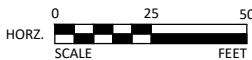
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REMOVAL PLAN
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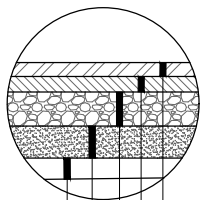
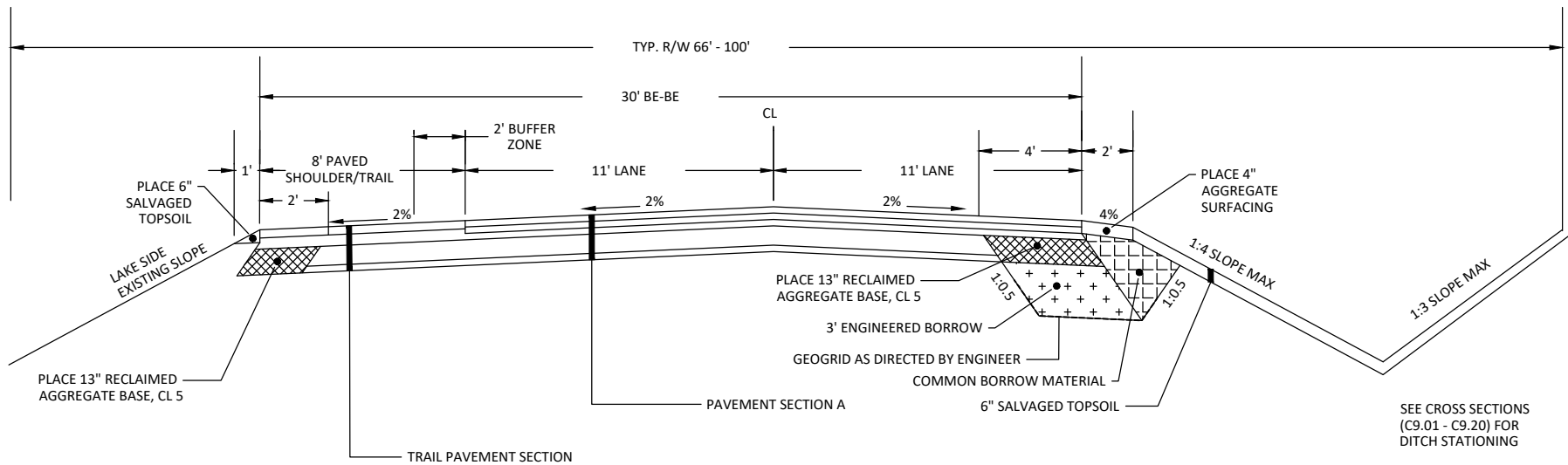
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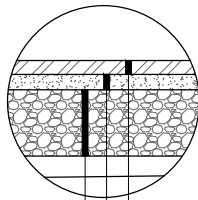
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CSAH 7 TYPICAL SECTION



- 2" TYPE SP 12.5 WEARING COURSE (SPWEB240B) (2360)
- 2" TYPE SP 12.5 NON-WEARING COURSE (SPNWB230B) (2360)
- 2" AGGREGATE BASE, CL 5 (FOR SHAPING) (2211)
- 11" RECLAIMED AGGREGATE BASE, CL 5
- 3" EXISTING AGGREGATE BASE, CL 5

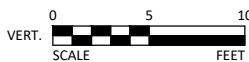
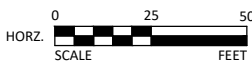
PAVEMENT SECTION A
NOT TO SCALE



- 3" TYPE SP 12.5 WEARING COURSE (SPWEB240B) (2360)
- 4" AGGREGATE BASE, CL 5 (FOR SHAPING) (2211)
- 13" RECLAIMED AGGREGATE BASE, CL 5

TRAIL PAVEMENT SECTION
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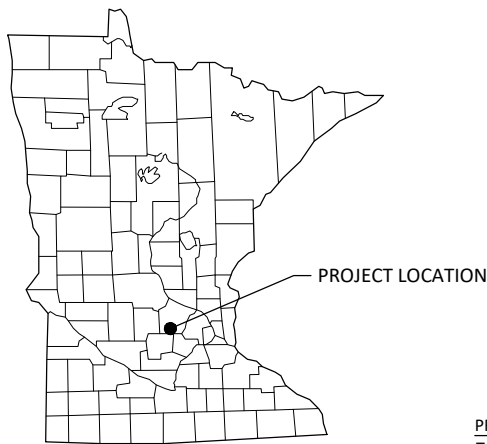
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CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024
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CSAH 7 TRAIL WIDENING
PROJECT - 2021
CITY OF HOWARD LAKE
WRIGHT COUNTY, MINNESOTA



	1-MILE BOUNDARY
	PROJECT BOUNDARY
OR	IMPAIRED, SPECIAL OR PROTECTED WATERS
	NATIONAL WETLANDS INVENTORY
	RECEIVING WATERS

The Contractor and Owner will be joint applicants under the MPCA's General Stormwater Permit for Construction Activity as required by the National Pollutant Discharge Elimination System (NPDES) Phase II program.

A Construction SWPPP Manager must be available for an on-site inspection within 72 hours upon request by the MPCA.

	COMPANY	CONTACT PERSON	PHONE
OWNER:	CITY OF HOWARD LAKE	XXXXX	XXX-XXX-XXXX
SWPPP DESIGNER:	Bolton & Menk, Inc.	DYLAN IDSO	320-231-3956
CONTRACTOR:	TBD	TBD	TBD
CONSTRUCTION SWPPP MANAGER:	TBD	TBD	TBD
PARTY RESPONSIBLE FOR LONG TERM O&M:	CITY OF HOWARD LAKE	XXXXX	XXX-XXX-XXXX

Payment for all work associated with Erosion and Sediment Control shall be as described in the Project Manual. Unless otherwise authorized by the Owner no additional payment shall be made for any work required to administer and maintain the site erosion and sediment control in compliance with the Minnesota Pollution Control Agency (MPCA) - General Stormwater Permit for Construction Activity (MN R100001) including but not limited to inspection, maintenance, and removal of BMPs or addition of BMPs to accommodate Contractor phasing.

Permittees must make the SWPPP, including all inspection reports, maintenance records, training records and other information required by this permit, available to federal, state, and local officials within three (3) days upon request for the duration of the permit and for three (3) years following the NOT.

1. The expected amount, frequency, intensity, and duration of precipitation.
2. The nature of stormwater runoff and run-on at the site
3. Peak flow rates and stormwater volumes to minimize erosion at outlets and downstream channel and stream bank erosion.
4. The range of soil particle sizes expected to be present on the site.

Permanent stormwater treatment systems for this project have been designed in accordance with the guidance in the MN Stormwater Manual in place at the time of bidding. Copies of the design information and calculations are part of this SWPPP and will be provided in digital format upon written request to the Engineer.

Total Project Size (disturbed area) =	0.0	ACRES
Existing area of impervious surface =	0.0	ACRES
Post construction area of impervious surface =	0.0	ACRES
Total new impervious surface area created =	0.0	ACRES

Planned Construction Start Date:	<u>XX/XX/XXXX</u>
Estimated Construction Completion Date:	<u>XX/XX/XXXX</u>

Type of storm water management used if more than 1 acre of new impervious surface is created:

	Wet Sedimentation Basin
	Infiltration/Filtration
	Regional Pond
	Permanent Stormwater Management Not Required

COUNTY	TOWNSHIP	RANGE	SECTION	LATITUDE	LONGITUDE
WRIGHT	T119N	R27W	34	45.0662°	-94.0559°

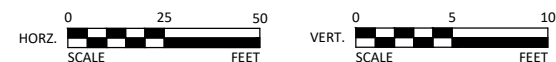
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Construction activities include: Pavement reclamation, shoulder widening, paving, temporary erosion and sediment control, and permanent stabilization.

Stormwater currently splits along the crown of CSAH 7. Water on the west side of the crown flows directly into Howard Lake. Water on the east side of the crown flows south into an emergent wetland which flows south under TH 12 and ultimately into Dutch Lake.

After construction is complete stormwater flow patterns will remain unchanged.

This project includes the following stormwater management BMPs ...



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HOWARD LAKE, MINNESOTA
CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024
STORMWATER POLLUTION PREVENTION PLAN
122467 C201 - SWPPP PLAN

— — —

Information contained in this SWPPP narrative sheet summarizes requirements of the GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM PROGRAM - Permit No: MN RI00001 (Permit) as they apply to this project. All provisions of the Permit including those not specifically cited herein shall apply to this project. The Contractor is responsible to be familiar with and comply with all conditions of the permit. The full text of the Permit is available at: <https://www.pca.state.mn.us/sites/default/files/wq-strm2-80a.pdf>

SWPPP AMENDMENTS AND SUBMITTALS

Contractor must prepare and submit to the Engineer a SWPPP amendment as necessary to include additional Best Management Practices (BMPs) to correct problems identified or address the following situations.

1. Contact information and training documentation for Construction SWPPP Manager and BMP Installer,

2. There is a change in construction method of phasing, operation, maintenance, weather or seasonal conditions not anticipated during the design of the SWPPP including but not limited to:

a. Types and/or Locations of BMPs

b. Material Storage and Spill Response

c. Fueling Plans

d. Locations for Stockpiles, Concrete Washout, and Sanitation Facilities and

e. Project Phasing

3. It is determined that the SWPPP is not achieving objectives of minimizing pollutants in stormwater discharges associated with construction activity, or

4. The SWPPP is not consistent with the terms and conditions of the permit.
- The Contractor may implement SWPPP amendments immediately and is not required to wait for Engineer review of the submittal. The responsibility for completeness of SWPPP amendments and compliance with the Permit lies with the Contractor. Review, comment, or lack of comment by the Engineer on a SWPPP amendment shall not absolve the responsibilities of the Contractor in any way.
- If a change order is issued for a design change the SWPPP amendment will be prepared by the Engineer and included in the change order.
- In addition to SWPPP amendments, the Contractor shall submit to the Engineer Weekly Erosion and Sediment Control Schedule meeting the requirements of MnDOT 1717.
- The Contractor shall keep copies of all SWPPP amendments, Weekly Erosion and Sediment Control Schedules, inspection logs, and maintenance logs with the field copy of the SWPPP. A PDF copy of these documents will be provided along with a copy of the final Field Copy of the SWPPP to the Engineer along with the signed Notice of Termination when final stabilization is complete.
- EROSION PREVENTION PRACTICES
- Stormwater conveyance channels shall be routed around unstabilized areas. Erosion controls and velocity dissipation devices shall be used at outlets within and along the length of any constructed conveyance channel.
- The normal wetted perimeter of all ditches or swales, including storm water management pond slopes, that drain waters from the site must be stabilized within 200' of any property edge or discharge point, including storm sewer inlets, within 24 hours of connection.
- Temporary or permanent ditches or swales used as sediment containment during construction do not need to be stabilized during temporary period of use and shall be stabilized within 24 hours after no longer used as sediment containment.
- Mulch, hydromulch, tackifier, or similar practice shall not be used in any portion of the wetted perimeter of a temporary or permanent drainage ditch or swale section with a continuous slope of greater than 2 percent.
- Energy dissipation shall be installed at all temporary or permanent pipe outlets within 24 hours of connection to a surface water or permanent stormwater treatment system.
- The Contractor shall phase construction and use construction methods to the extent practical to minimize exposed soils. The project phasing shall be documented in the Weekly Erosion and Sediment Control Schedule.
- SEDIMENT CONTROL PRACTICES
- Down gradient BMPs including perimeter BMPs must be in place before up gradient land- disturbing activities begin and shall remain in place until final stabilization.
- All BMPs that have been adjusted or removed to accommodate short-term activities shall be re-installed or replaced the earlier of the end of the work day or before the next precipitation event even if the activity is not complete.
- Inlet BMPs may be removed for specific safety concerns. The BMPs shall be replaced as soon as the safety concern is resolved. The removal shall be documented in the SWPPP as a SWPPP amendment.
- Temporary stockpiles must have sediment control BMPs. The Contractor shall prepare and submit to the Engineer a SWPPP amendment showing the location of temporary stockpiles and the BMPs for each stockpile. The SWPPP amendment must meet the minimum requirements of Section 9 of the Permit.
- Soil compaction shall be minimized and topsoil shall be preserved, unless infeasible or if construction activities dictate soil compaction or topsoil stripping.
- The use of polymers, flocculants, or other sedimentation treatment chemicals are not proposed as part of this SWPPP as designed by the Engineer. If methods or phasing of construction require the use of any of these chemicals, the Contractor shall prepare and submit to the Engineer a SWPPP amendment that meets the minimum requirements of Section 9 of the Permit.
- TEMPORARY SEDIMENTATION BASINS
- A temporary sedimentation basin has not been included in this SWPPP as designed by the Engineer. If a basin is later determined to be desirable or necessary the Contractor shall prepare and submit to the Engineer a SWPPP amendment. Temporary sedimentation basins shall meet or exceed the minimum requirements of Section 14 of the Permit and shall include a basin draining plan meeting or exceeding the minimum requirements of Section 10 of the Permit. Where the site discharges to Special and/or Impaired Waters the SWPPP amendment shall also meet or exceed the minimum requirements of Section 23 of the permit.
- DEWATERING
- A dewatering plan has not been included in this SWPPP as designed by the Engineer. If dewatering is required for this project, the Contractor shall prepare and submit to the Engineer a SWPPP amendment. All dewatering shall meet or exceed the minimum requirements of Section 10 of the Permit.
- POLLUTION PREVENTION
- Products and materials that have the potential to leach pollutants that are stored on the site must be stored in a manner designed to minimize contact with stormwater. Materials that are not a source of potential contamination to stormwater or that are designed for exposure to stormwater are not required to be covered.
- Hazardous materials including but not limited to pesticides, fertilizer, petroleum products, curing compounds and toxic waste must be properly stored and protected from stormwater exposure as recommended by the manufacturer in an access restricted area.
- Solid waste must be stored, collected and disposed of in compliance with Minnesota Administrative Rules Chapter 7035.
- Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. CH 7041.
- Exterior vehicle or equipment washing on the project site shall be limited to a defined area of the site. No engine degreasing is allowed on site. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.
- The Contractor shall prepare and submit a SWPPP amendment detailing the location and BMPs proposed for storage of materials, solid waste, portable toilets, and exterior vehicle or equipment washing on the site. The SWPPP amendment shall include a spill prevention and response plan that is appropriate for the materials proposed to be on the site. The SWPPP amendment shall meet or exceed the minimum requirements of Section 12 of the Permit.
- INSPECTION & MAINTENANCE
- A trained person shall routinely inspect the entire construction site at the time interval indicated on this sheet of the SWPPP during active construction and within 24-hours after a rainfall event greater than 0.5 inches in 24 hours. Following an inspection that occurs within 24-hours after a rainfall event, the next inspection must be conducted at the time interval indicated in the Receiving Waters Table found on the SITE PLAN AND INFORMATION SHEET of the SWPPP.
- All inspections and maintenance conducted during construction must be recorded on the day it is completed and must be retained with the SWPPP. Inspection report forms are available in the Project Specifications. Inspection report forms other than those provided shall be approved by the engineer.
- The Contractor may request a change in inspection schedule for the following conditions:
- a. Inspections of areas with permanent cover to be reduced to once per month,

b. Inspections of areas that have permanent cover and have had no construction activity for 12 months to be suspended until construction resumes,

c. Inspections of areas where construction is suspended due to frozen ground conditions, inspections to be suspended until the earlier of within 24 hours of runoff occurring, or upon resuming construction.
- No change in inspection schedule shall occur until authorized by the Engineer.
- Inspections must include:
1. All erosion prevention and sediment control BMPs and Pollution Prevention Management Measures to ensure integrity and effectiveness.

2. Surface waters, including drainage ditches and conveyance systems for evidence of erosion and sediment deposition.

3. Construction site vehicle exit locations, streets and curb and gutter systems within and adjacent to the project for sedimentation from erosion or tracked sediment from vehicles.

4. Infiltration areas to ensure that no sediment from ongoing construction activity is reaching the infiltration area and that equipment is not being driven across the infiltration area.
- All non-functioning BMPs and those BMPs where sediment reaches one-half (1/2) of the depth of the BMP, or in the case of sediment basins one-half (1/2) of the storage volume, must be repaired, replaced, or supplemented by the end of the next business day after discovery, or as soon as field conditions allow.
- Permittees must repair, replace or supplement all nonfunctional BMPs with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow.
- Any sediment that escapes the site must be removed and the area stabilized within 7 calendar days of discovery unless precluded by legal, regulatory, or physical access in which case the work shall be completed within 7 calendar days of authorization. Paved surfaces such as streets shall have any escaped or tracked sediment removed by the end of the day that it is discovered. Sediment release, other than paved surfaces that can be cleaned up with street sweeping shall be reported immediately upon discovery to the Engineer.
- PUBLIC WATER RESTRICTIONS:
- For public waters that have been promulgated "work in water restrictions" during fish spawning time frames, all exposed soil areas that are within 200 feet of the water's edge, and drain to these waters must complete stabilization within 24-hours during the time period. MN DNR permits are not valid for work in waters that are designated as infested waters unless accompanied by an Infested Waters Permit or written notification has been obtained from MN DNR stating that such permit is not required. There is no exception for pre-existing permits. If a MN DNR Permit has been issued for the project and the water is later designated as infested, the Contractor shall halt all work covered by the MN DNR Permit until an Infested Waters Permit is obtained or that written notification is obtained stating that such permit is not required.
- FINAL STABILIZATION
- Final Stabilization is not complete until all the following requirements have been met:
1. Substantial Completion has been reached and no ground disturbing activities are anticipated.

2. Permanent cover has been installed with an established minimum uniform perennial vegetation density of 70 percent of its expected final growth. Vegetation is not required in areas where no vegetation is proposed by this project such as impervious surfaces or the base of a sand filter.
3. Accumulated sediment has been removed from all permanent stormwater treatment systems as necessary to ensure the system is operating as designed.

4. All sediment has been removed from conveyance systems

5. All temporary synthetic erosion prevention and sediment control BMPs have been removed. BMPs designated on the SWPPP to remain to decompose on-site may remain.

6. For residential construction only, permit coverage terminates on individual lots if the structures are finished and temporary erosion prevention and downgradient perimeter control is complete, the residence sells to the homeowner, and the permittee distributes the MPCA's "Homeowner Fact Sheet" to the homeowner.

7. For agricultural land only (e.g., pipelines across cropland), the disturbed land must be returned to its preconstruction agricultural use prior to submitting the NOT.
- SITE STABILIZATION COMPLETION:
- | | |
|--|-----------------|
| Stabilization of exposed soils shall begin immediately and shall be completed after the construction activity has temporarily or permanently ceased no later than: | 7 calendar days |
|--|-----------------|
- SITE INSPECTION INTERVAL:
- | | |
|--|-----------------|
| A trained person shall routinely inspect the entire construction site during active construction at an interval of no more than: | 7 calendar days |
|--|-----------------|
- SPECIAL ENVIRONMENTAL CONSIDERATIONS AND PERMITS:
- | | | |
|----|---|----|
| 1) | Was an environmental review required for this project or any part of a common plan of development or sale that includes all or any portion of this project? | NO |
| 2) | Does any portion of the site have the potential to affect threatened or endangered species or their critical habitat? | NO |
| 3) | Does any portion of this site discharge to a Calcareous fen. | NO |
| 4) | Will any portion of the site potentially affect properties listed on the National Register of Historic Places or a known or discovered archeological site? | NO |
| 5) | Have any Karst features have been identified in the project vicinity? | NO |
| 6) | Is compliance with temporary or permanent stormwater management design requirements infeasible for this project? | NO |
| 7) | Has the MN DNR promulgated "work in water restrictions" for any Public Water this site discharges to during fish spawning? | NO |
- | TYPE OF PERMIT | PERMITTING AGENCY | PERMIT STATUS AND CONDITIONS |
|-------------------------------|-------------------|------------------------------|
| Construction Stormwater NPDES | MPCA | |
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| HOWARD LAKE, MINNESOTA | SHEET

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| CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024 | |
| STORMWATER POLLUTION PREVENTION PLAN
122467_C201 - SWPPP NARRATIVE | |



LEGEND

- PROJECT BOUNDARY
- SOIL TYPE
- IMPAIRED, SPECIAL OR PROTECTED WATERS
- NATIONAL WETLANDS INVENTORY
- DWSMA, LOW VULNERABILITY
- STEEP SLOPES (>33.3%)
- RECEIVING WATERS



SOIL TYPE SUMMARY

Map Unit Symbol	Soil Name	Hyd. Soil Group	Erodibility
109	CORDOVA	C/D	NHEL
1203	BLUE EARTH	B/D	NHEL
1901B	ANGUS	B	NHEL
1931	ESSEXVILLE	B/D	NHEL
W	WATER		

NHEL - Not Highly Erodible Land
PHEL - Potentially Highly Erodible Land
HEL - Highly Erodible Land

LOCATION OF SWPPP REQUIREMENTS IN PROJECT PLAN

DESCRIPTION	SHEET NO.
SITE MAP	C2.01
DIRECTION OF FLOW	C2.XX
FINAL STABILIZATION	C2.XX
SOILS	C2.03
DRAINAGE STRUCTURES	C1.XX
DRAINAGE TABULATION	C1.XX
STORM SEWER PLAN & PROFILE SHEETS	C5.XX - C5.XX
EROSION & SEDIMENT CONTROL DETAILS	C2.04
EROSION CONTROL TABULATION	C2.XX
TURF ESTABLISHMENT TABULATION	C2.XX
NARRATIVE & NOTES	C2.01 - C2.02

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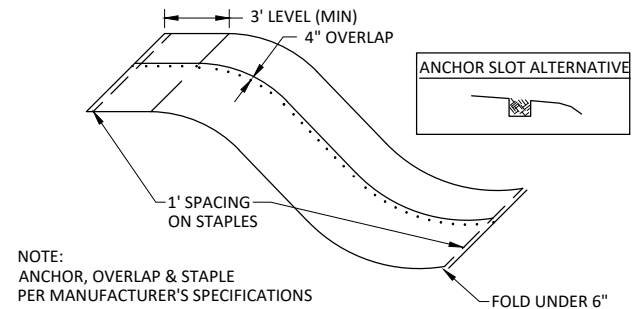


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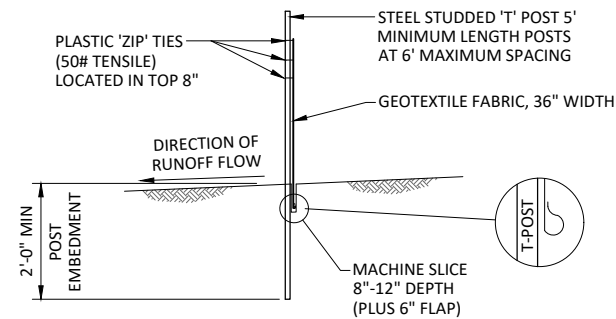
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122467_C203 - SWPPP SOILS

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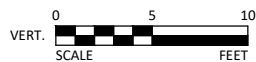
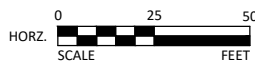


EROSION CONTROL BLANKET INSTALLATION
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SILT FENCE - MACHINE SLICED
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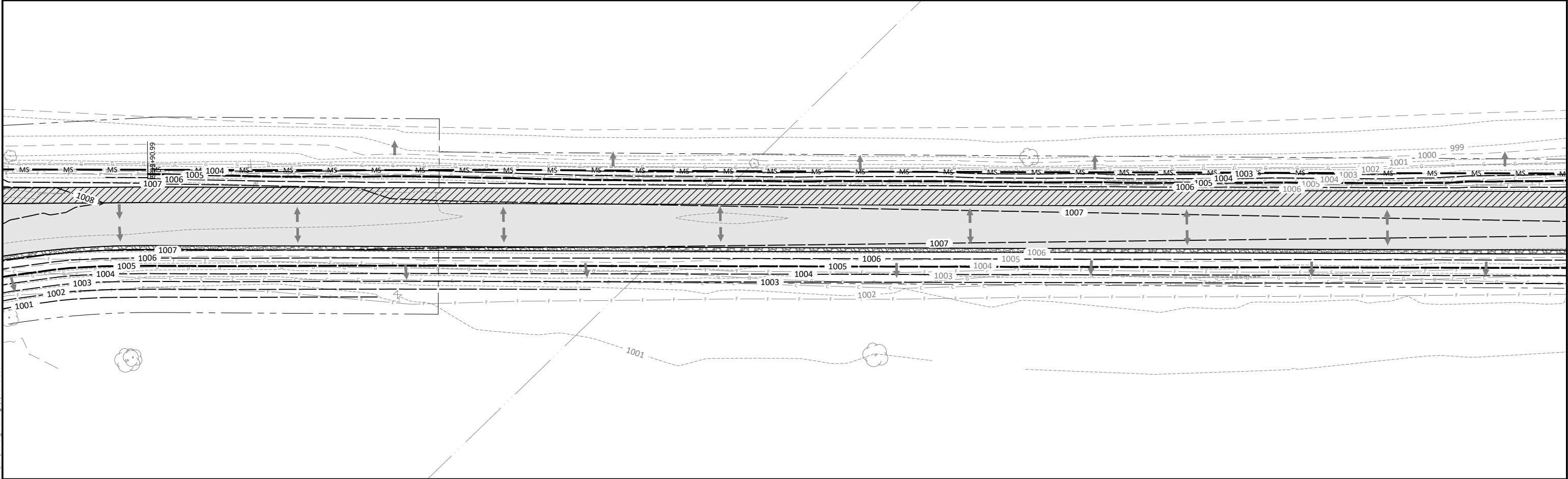
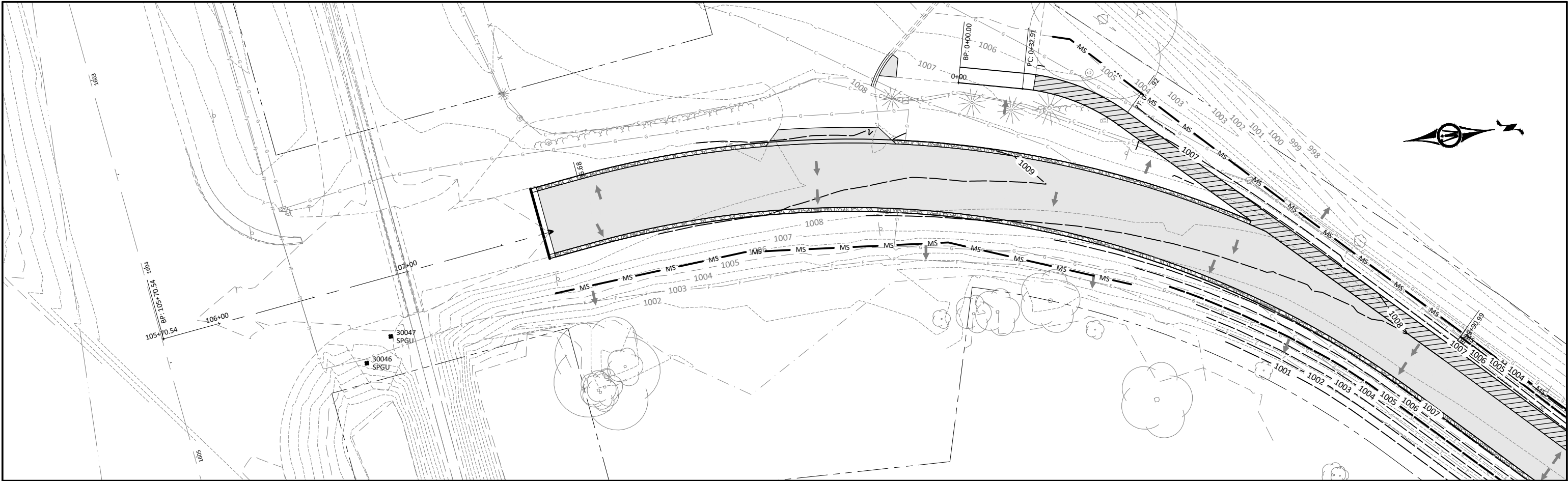


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HORZ. SCALE 0 25 50 FEET

VERT. SCALE 0 5 10 FEET

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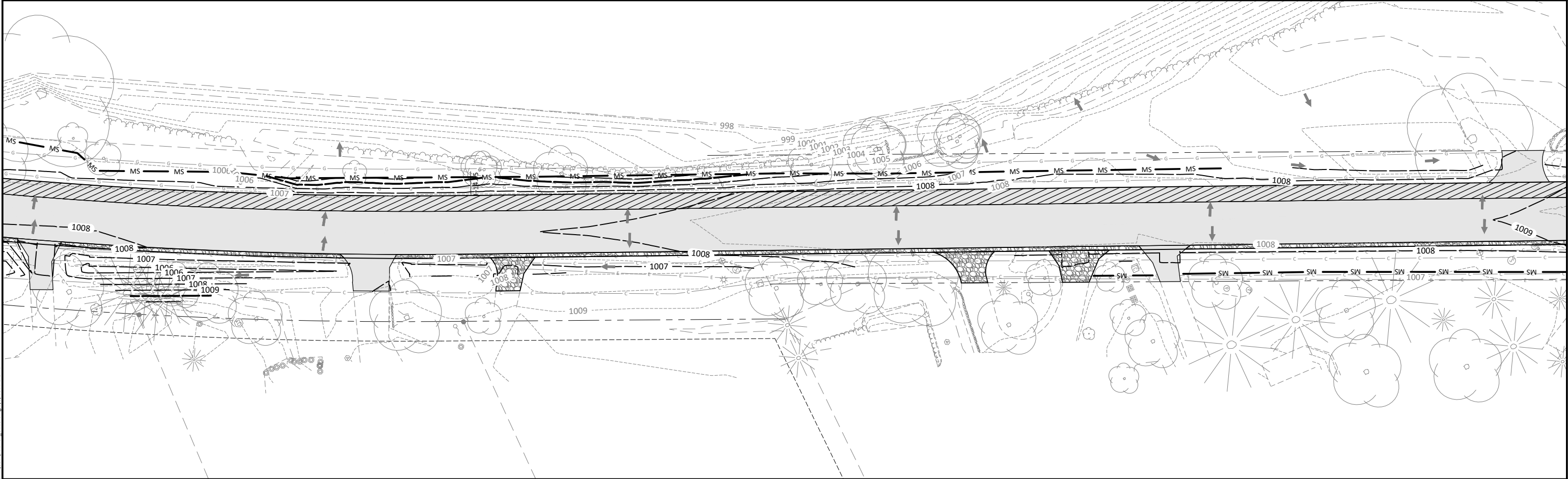
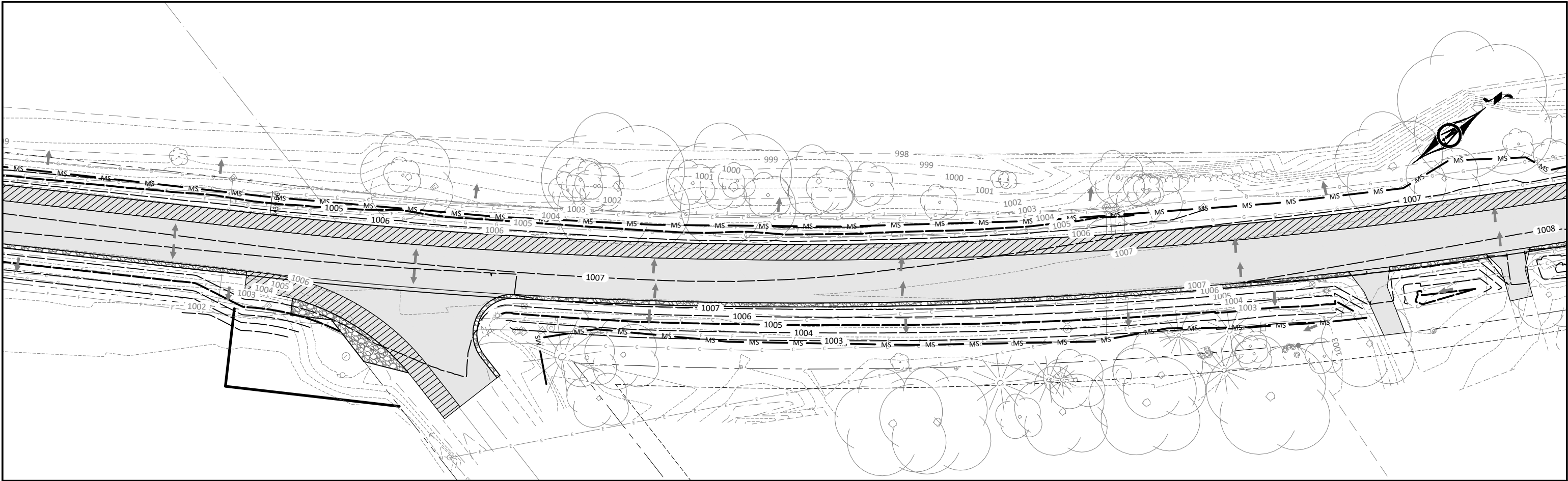


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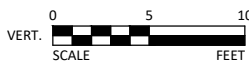
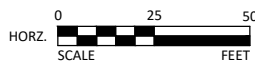
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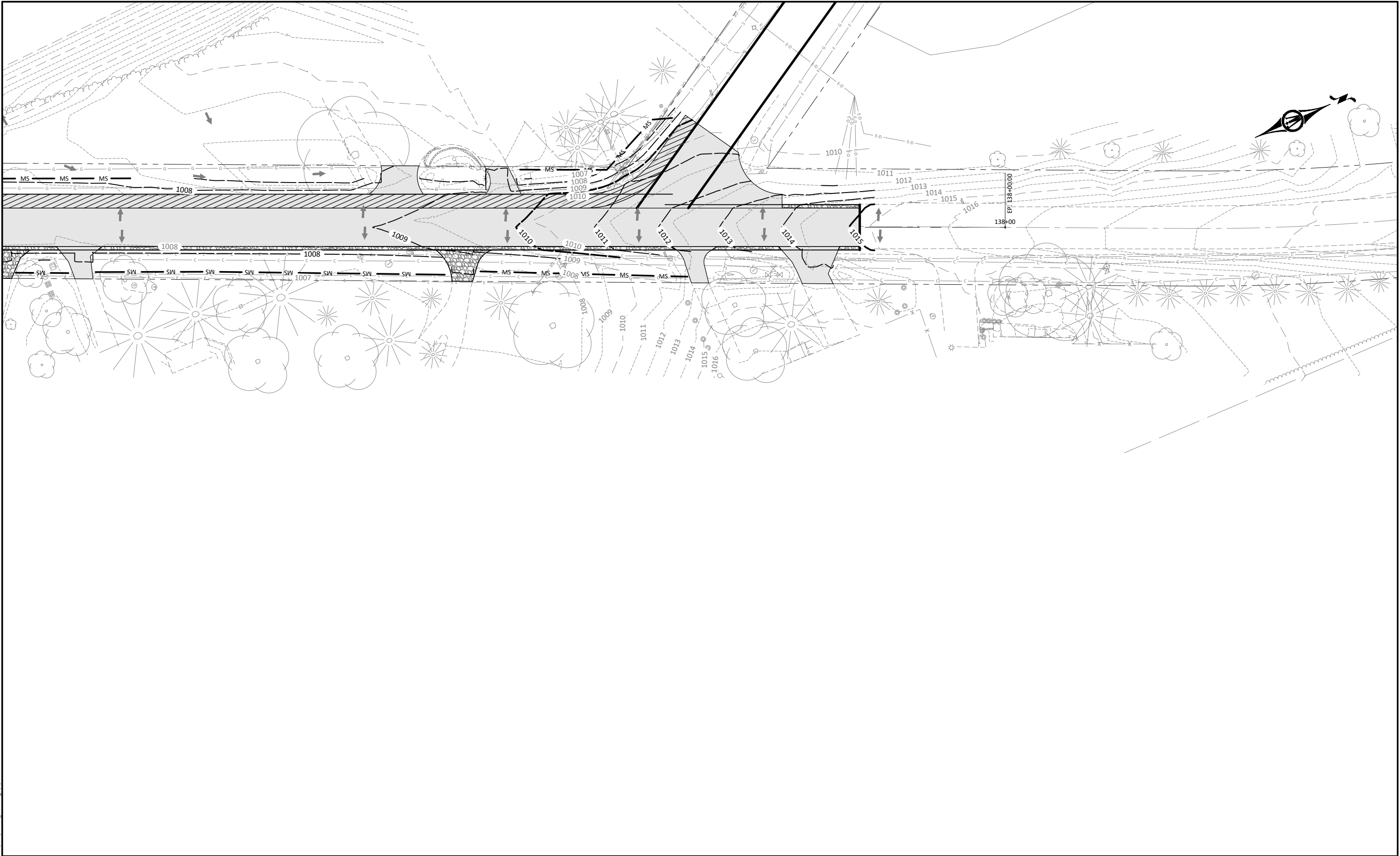


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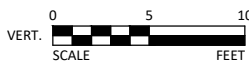
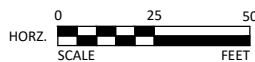
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SHEET



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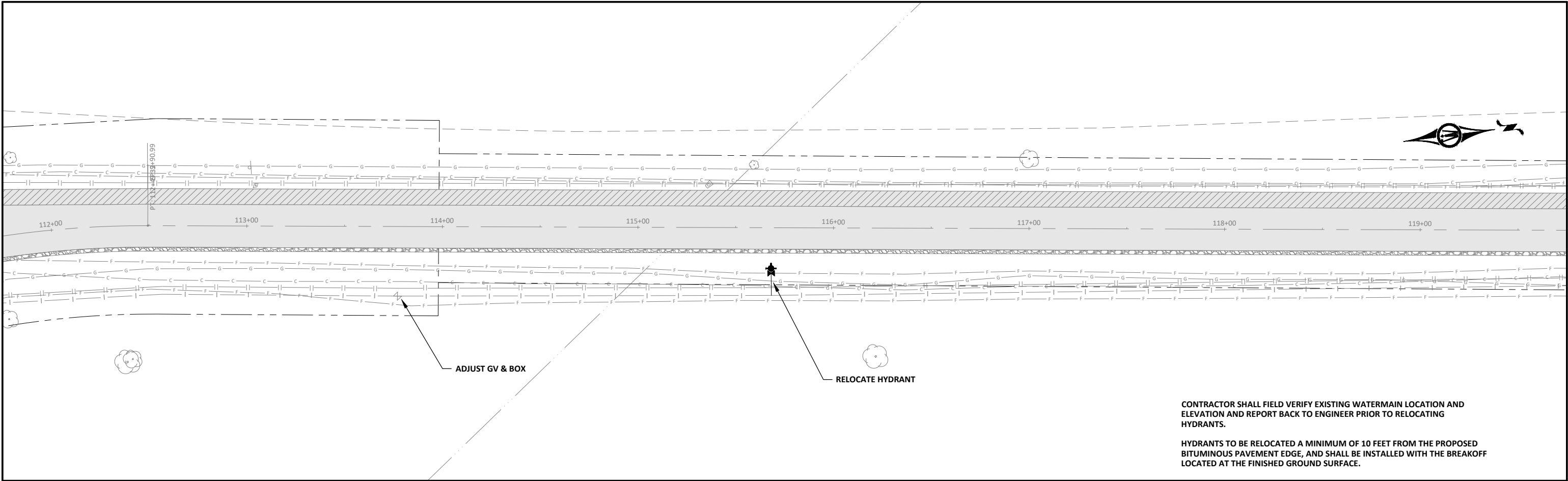


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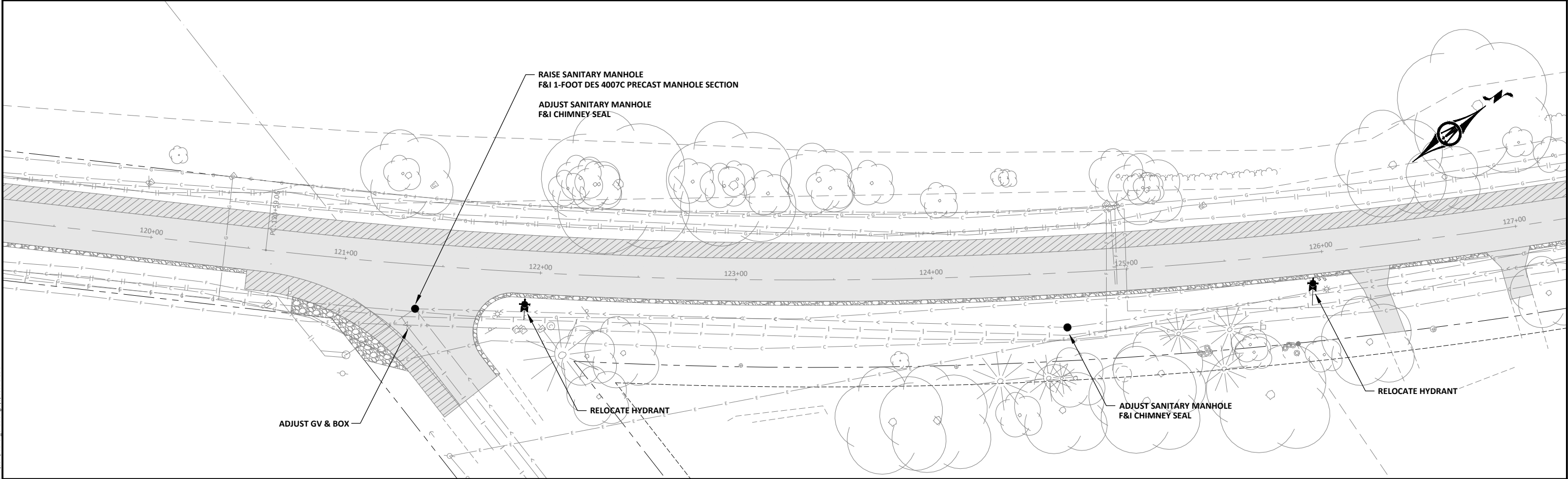
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STORMWATER POLLUTION PREVENTION PLAN
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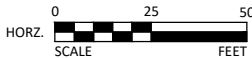


CONTRACTOR SHALL FIELD VERIFY EXISTING WATERMAIN LOCATION AND ELEVATION AND REPORT BACK TO ENGINEER PRIOR TO RELOCATING HYDRANTS.

HYDRANTS TO BE RELOCATED A MINIMUM OF 10 FEET FROM THE PROPOSED BITUMINOUS PAVEMENT EDGE, AND SHALL BE INSTALLED WITH THE BREAKOFF LOCATED AT THE FINISHED GROUND SURFACE.



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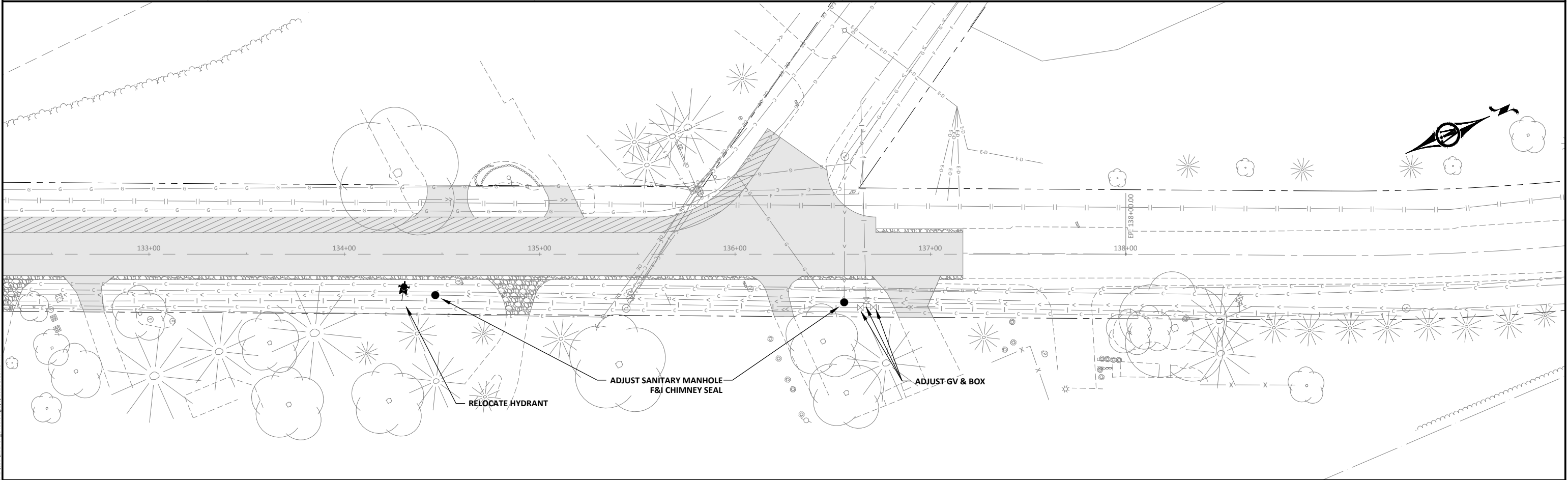
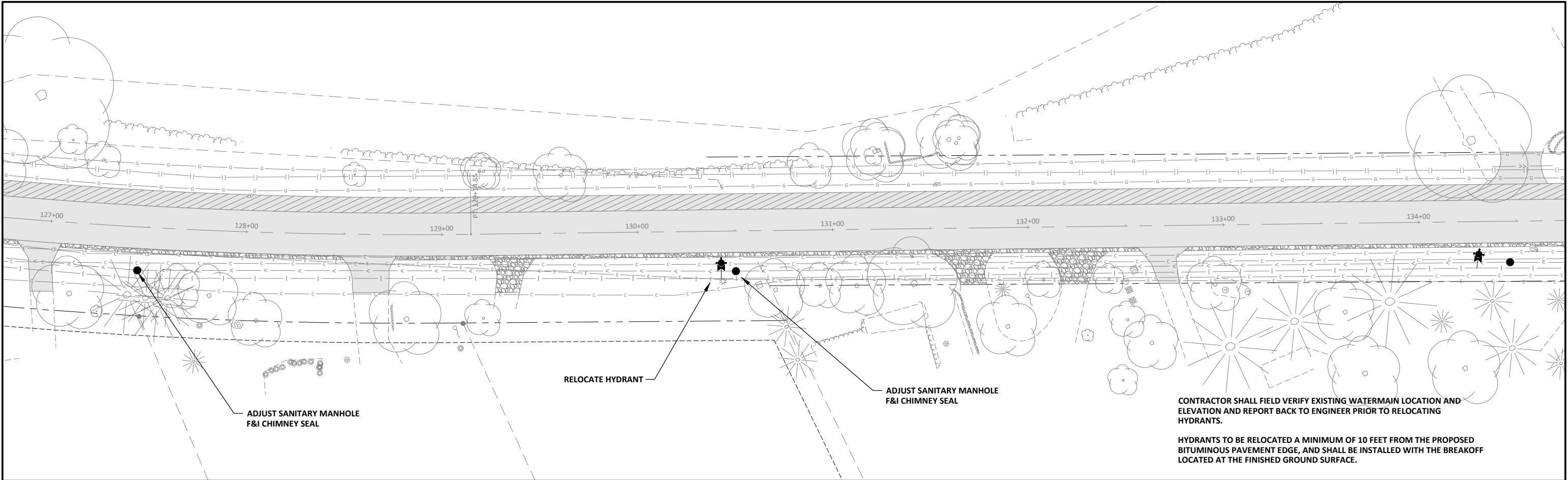


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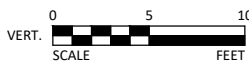
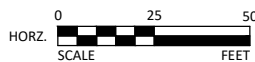
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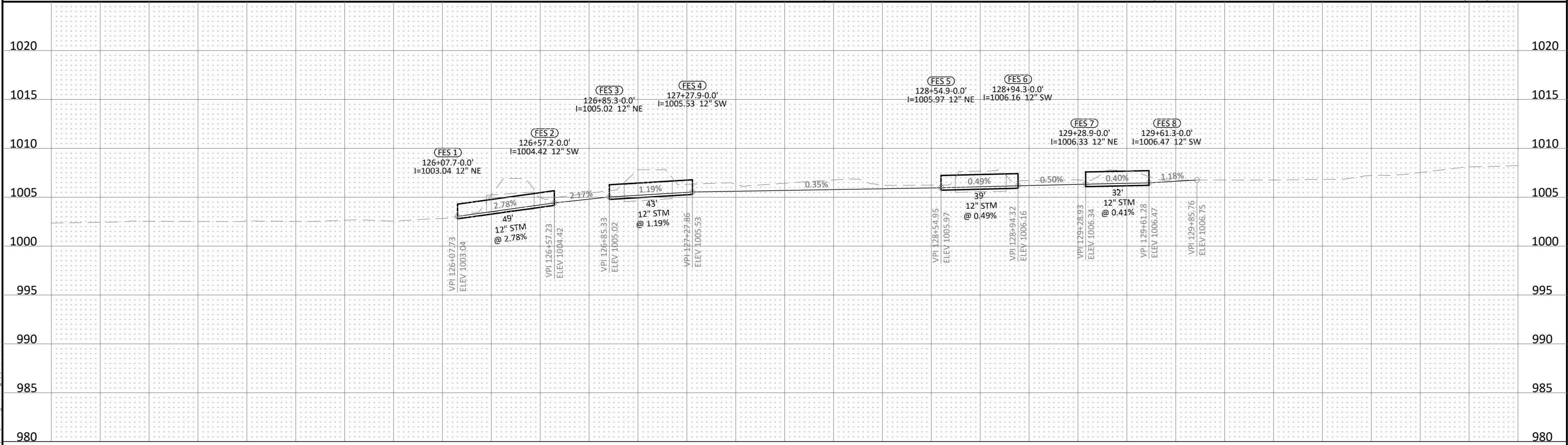
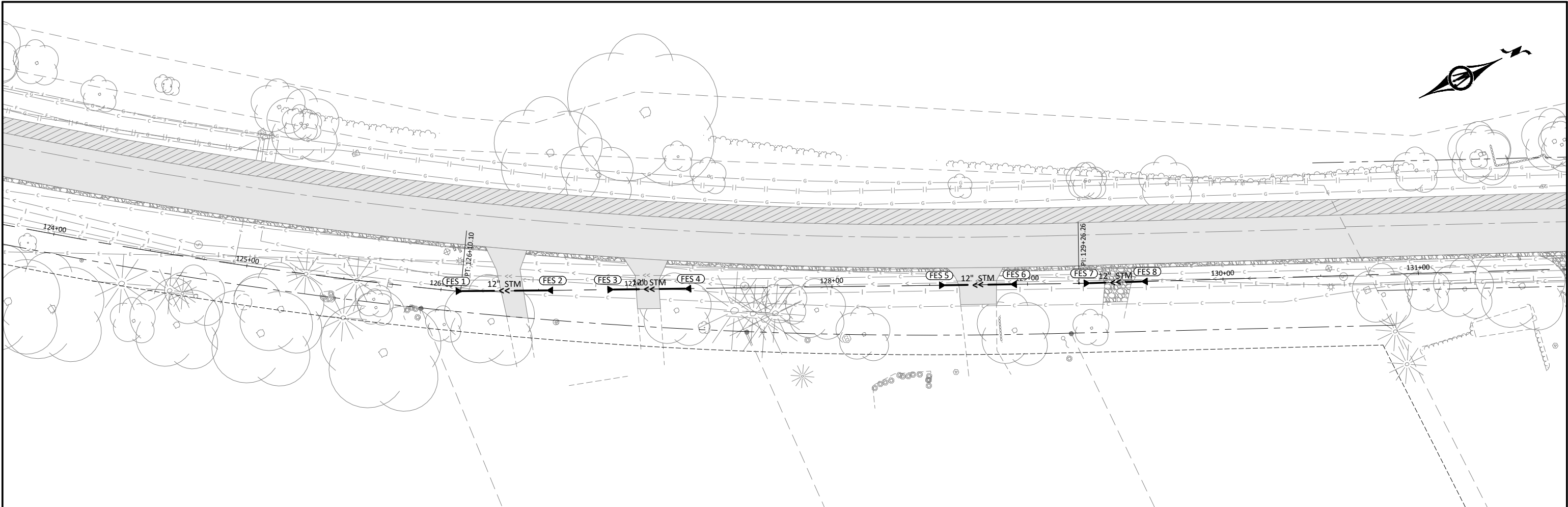


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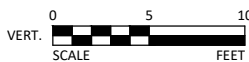
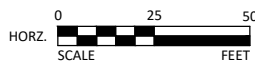
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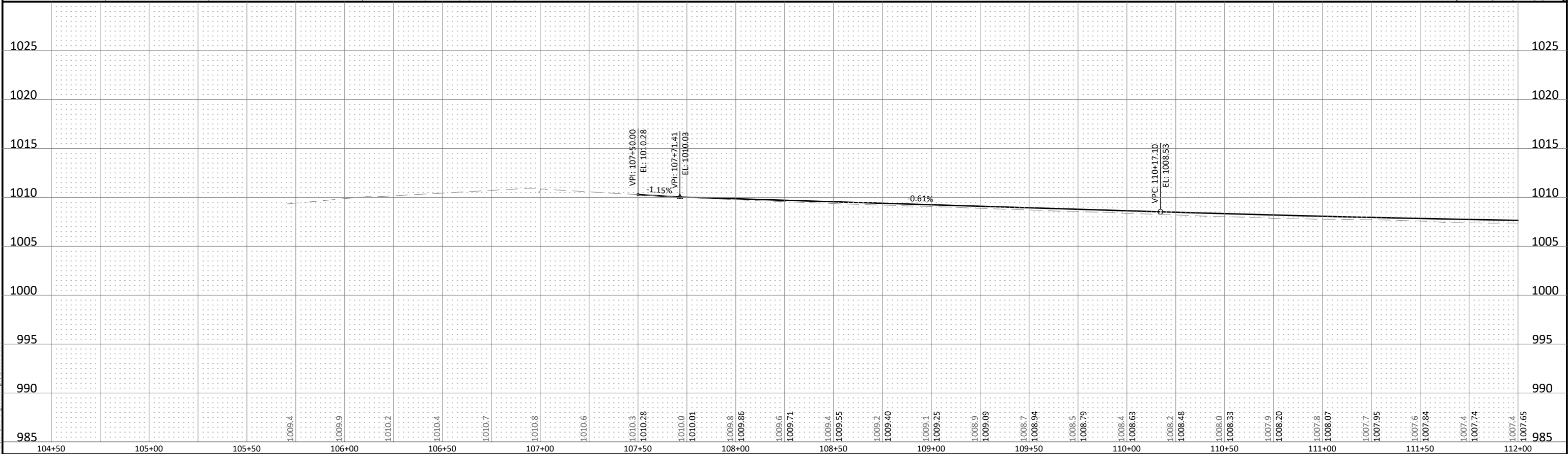
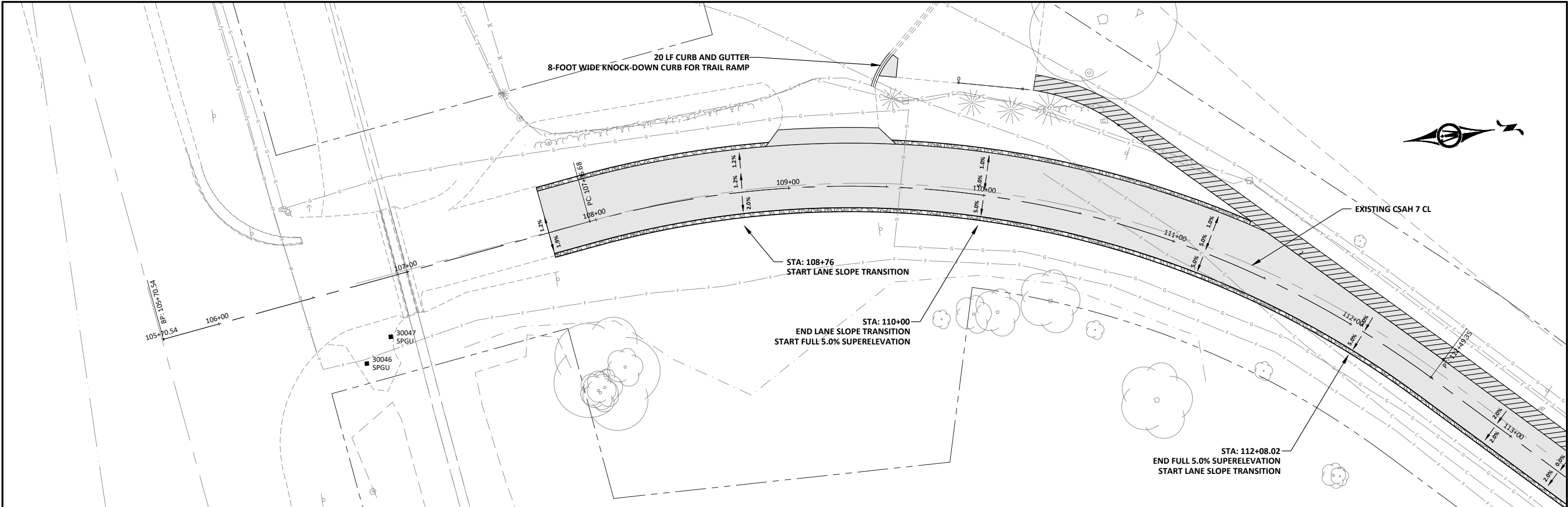


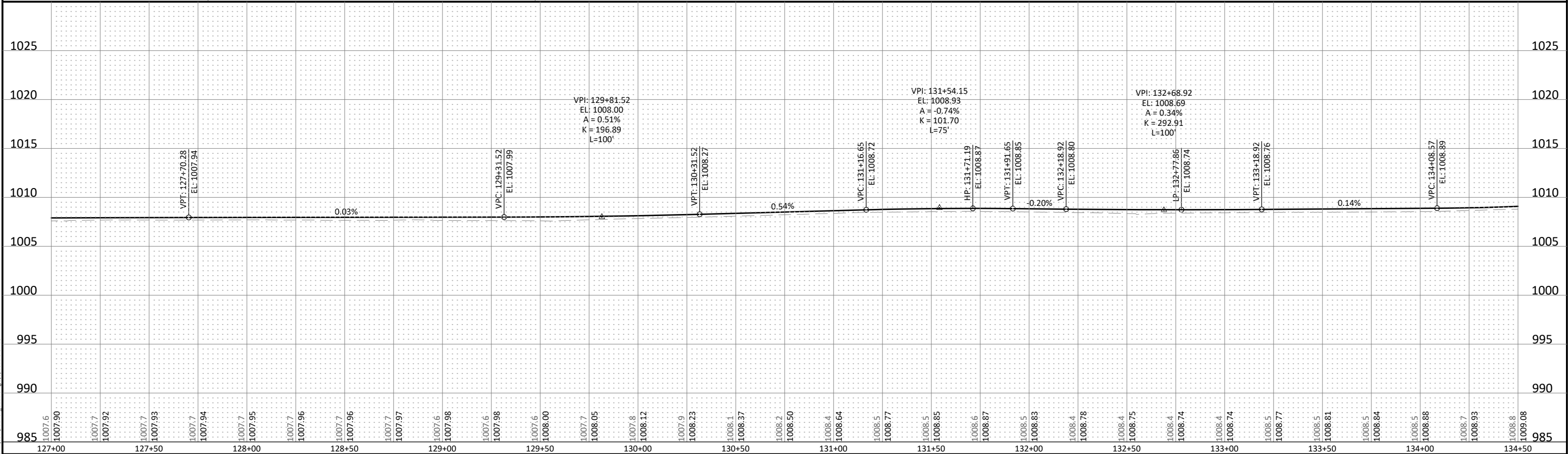
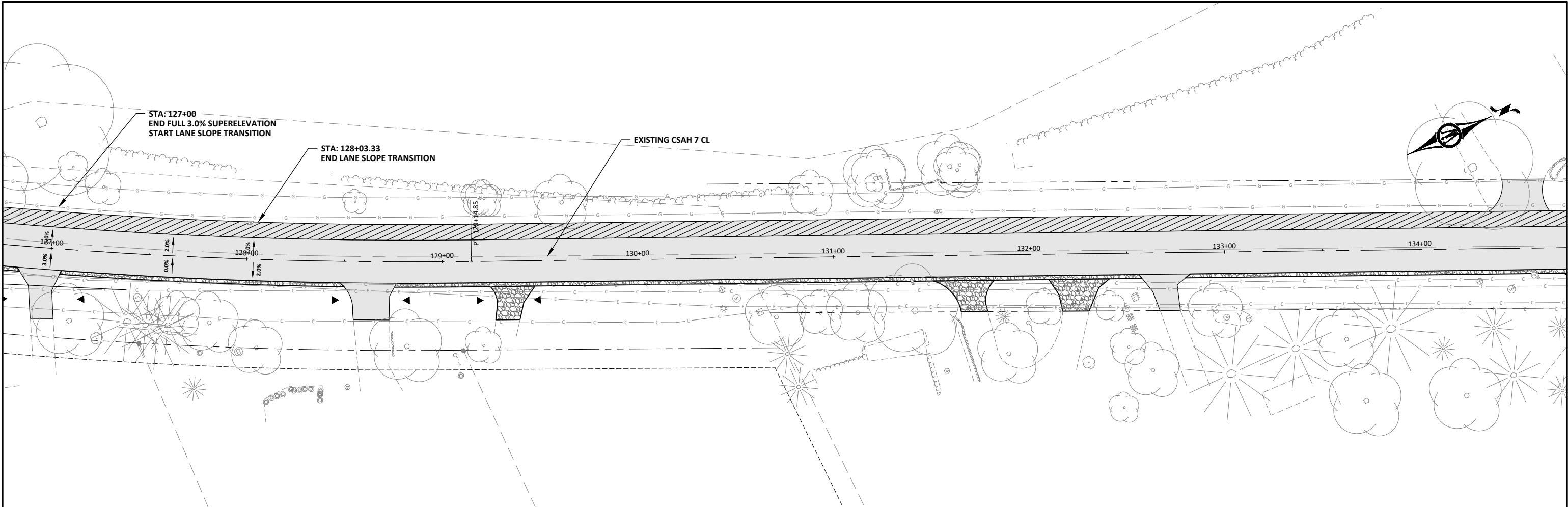
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STORM SEWER PLAN & PROFILE
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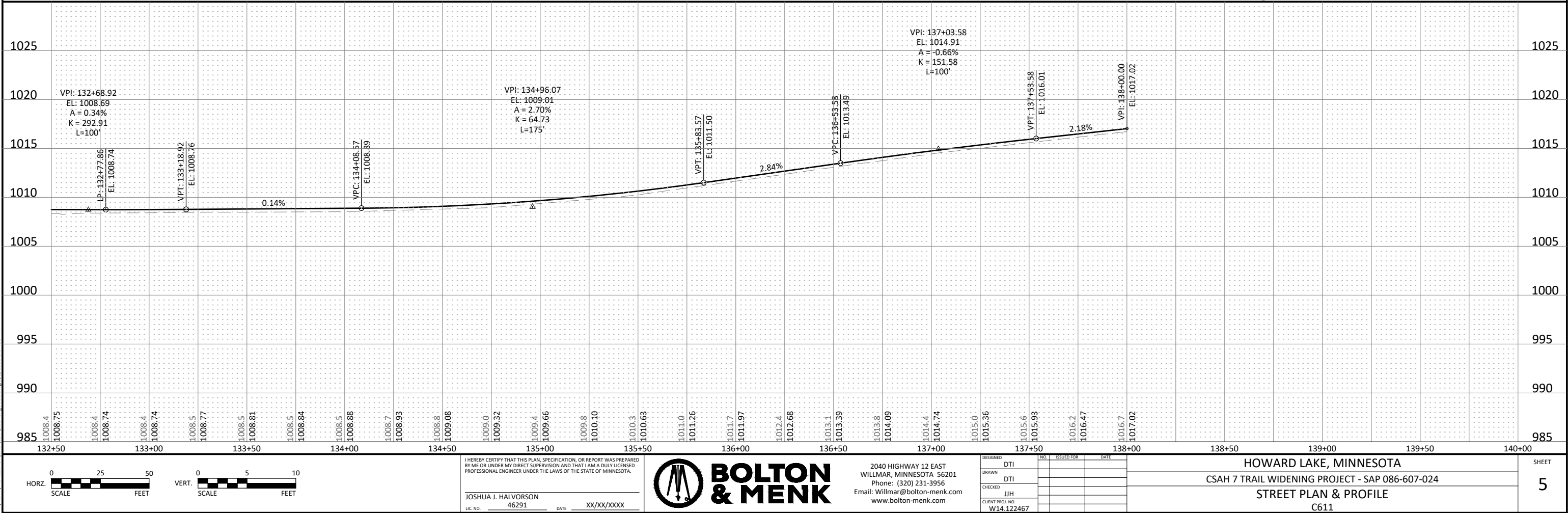
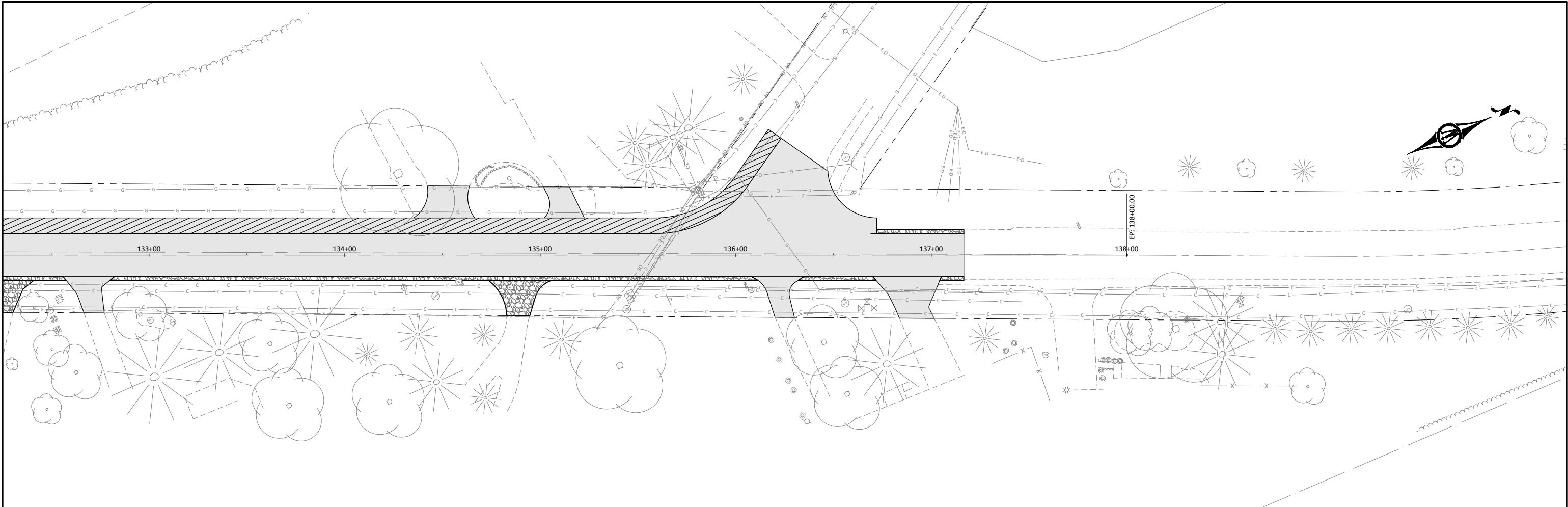


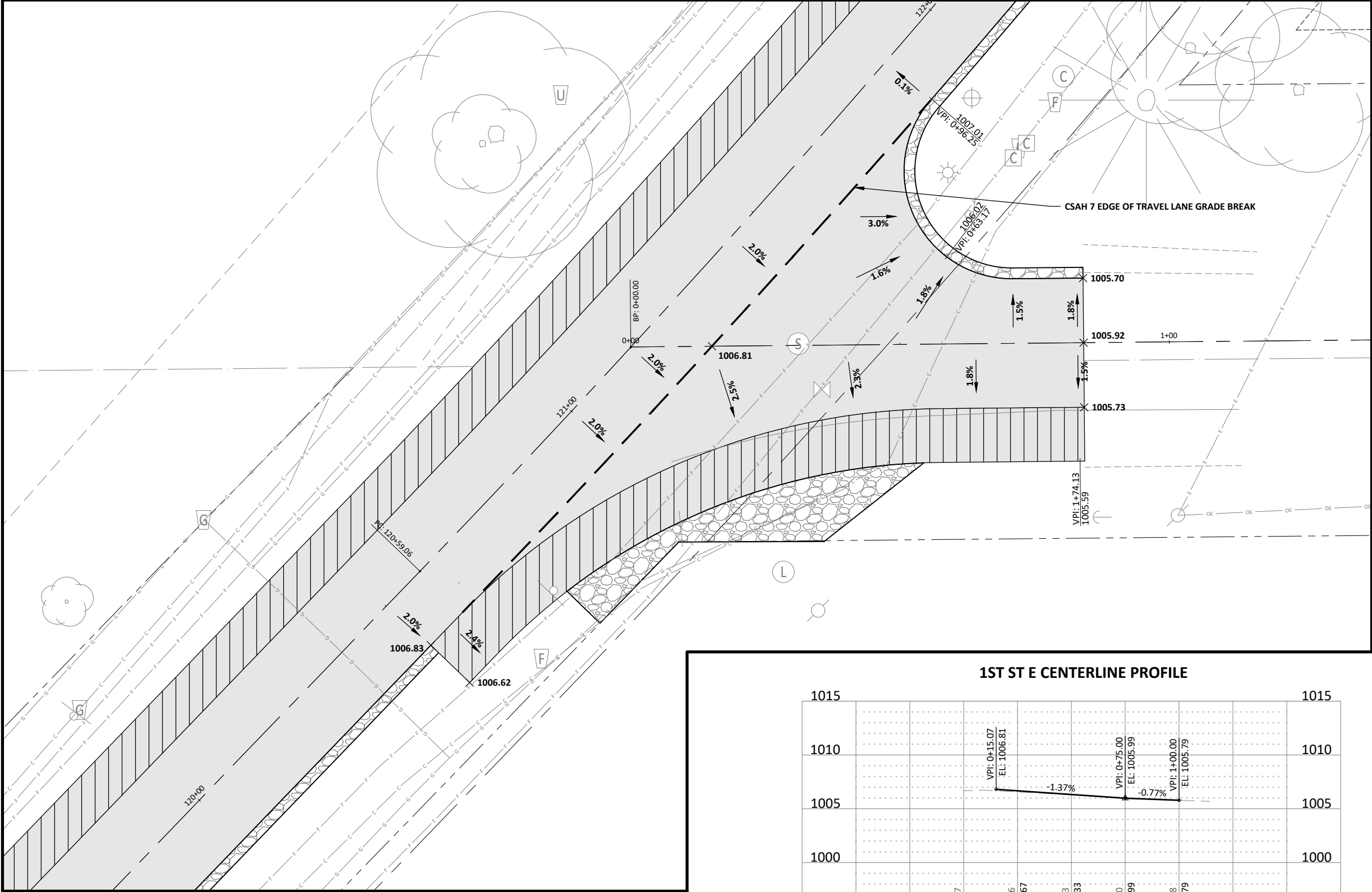
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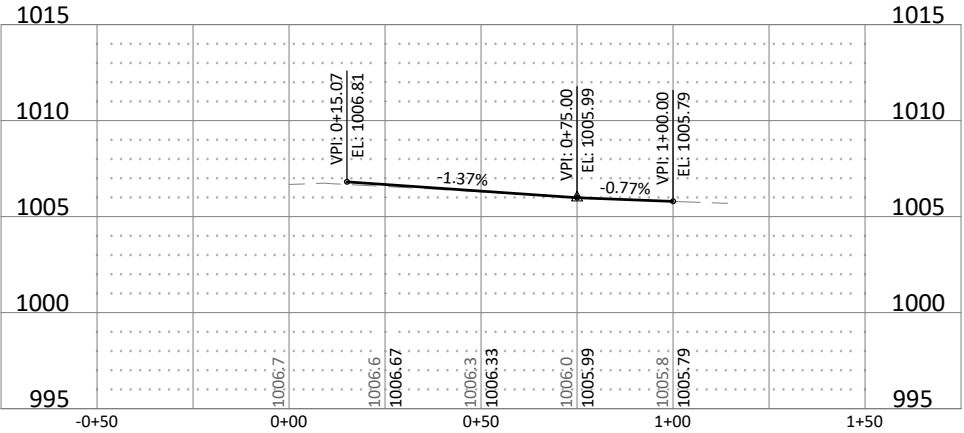
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STREET PLAN & PROFILE
C610

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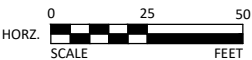




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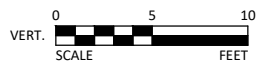
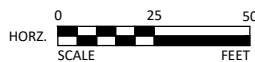
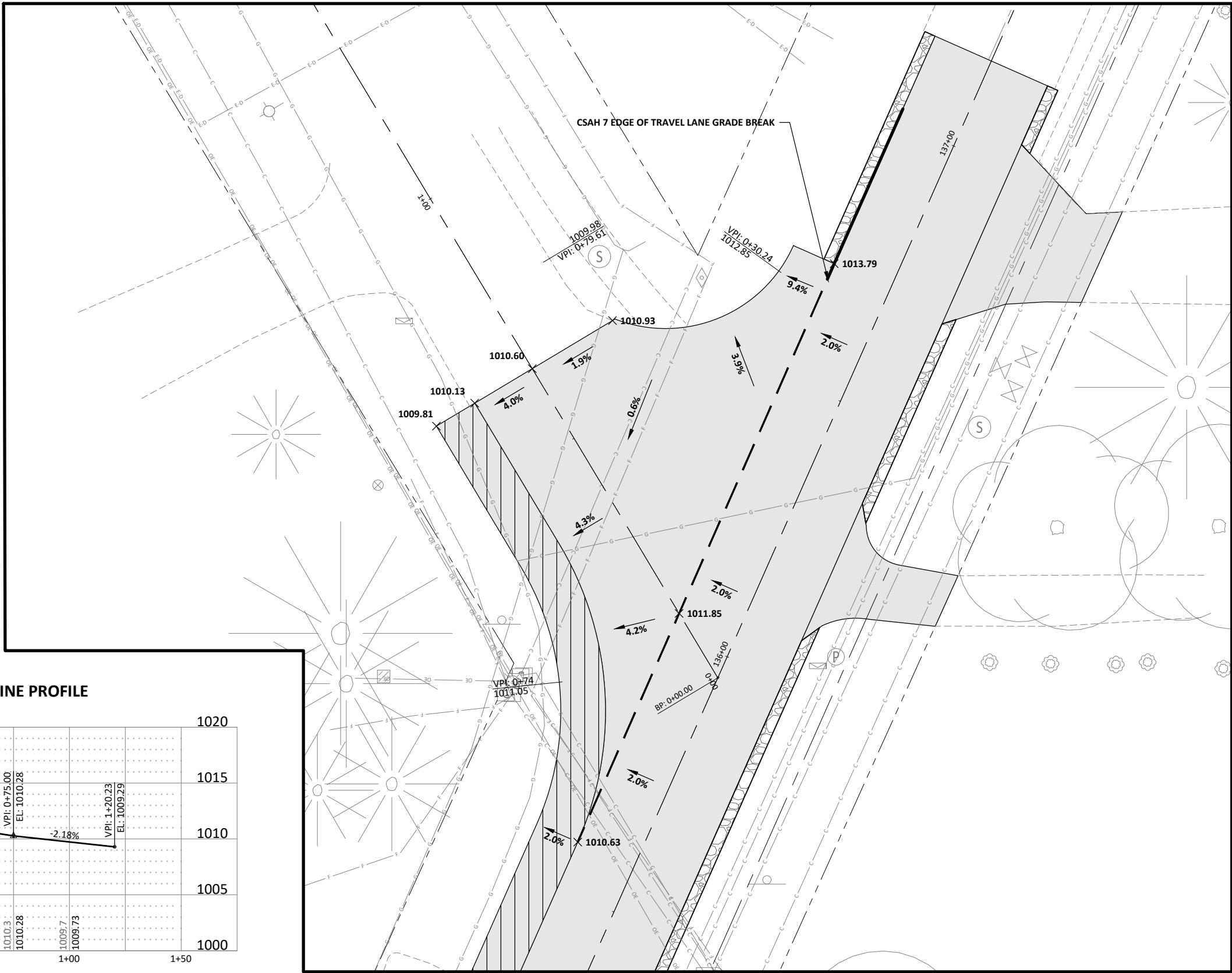
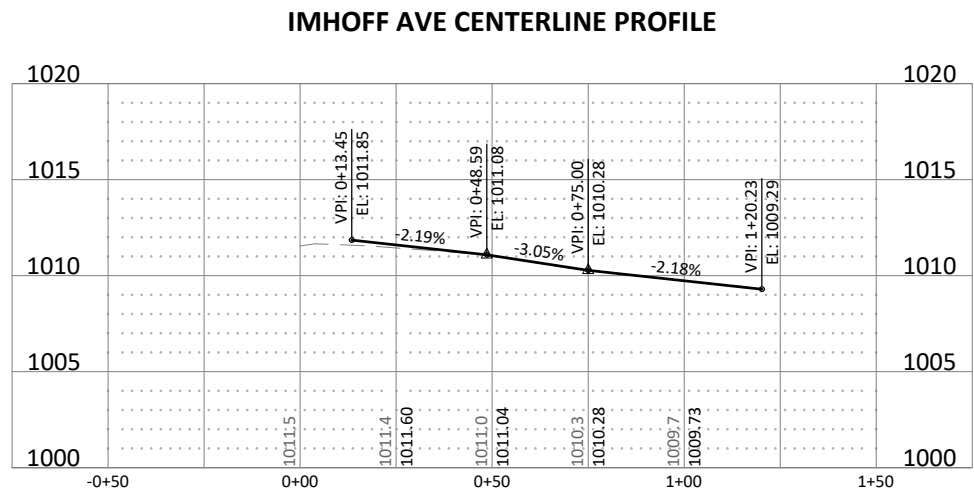
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INTERSECTION DETAILS
122467_C606 - PLAN - PLAN 10 SCALE

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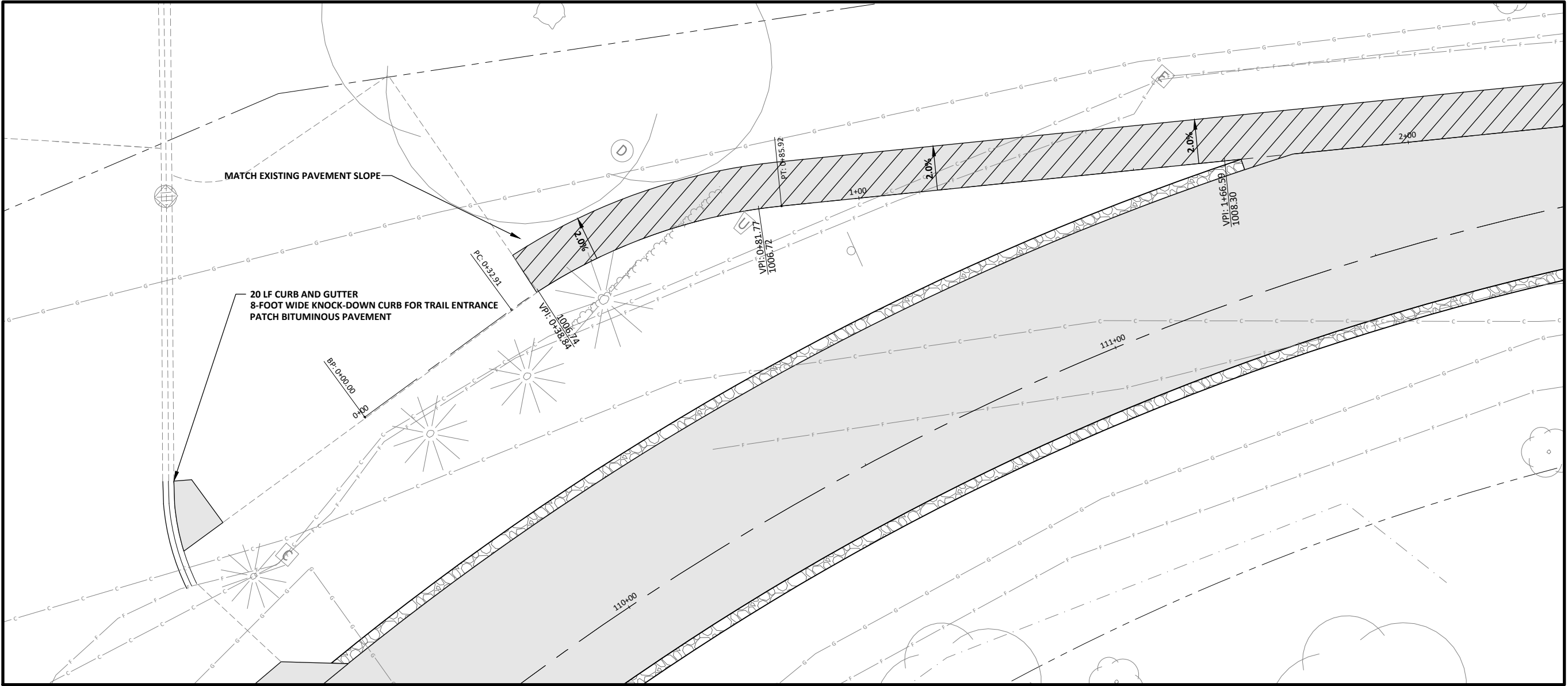


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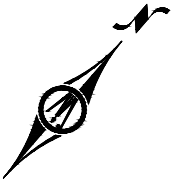
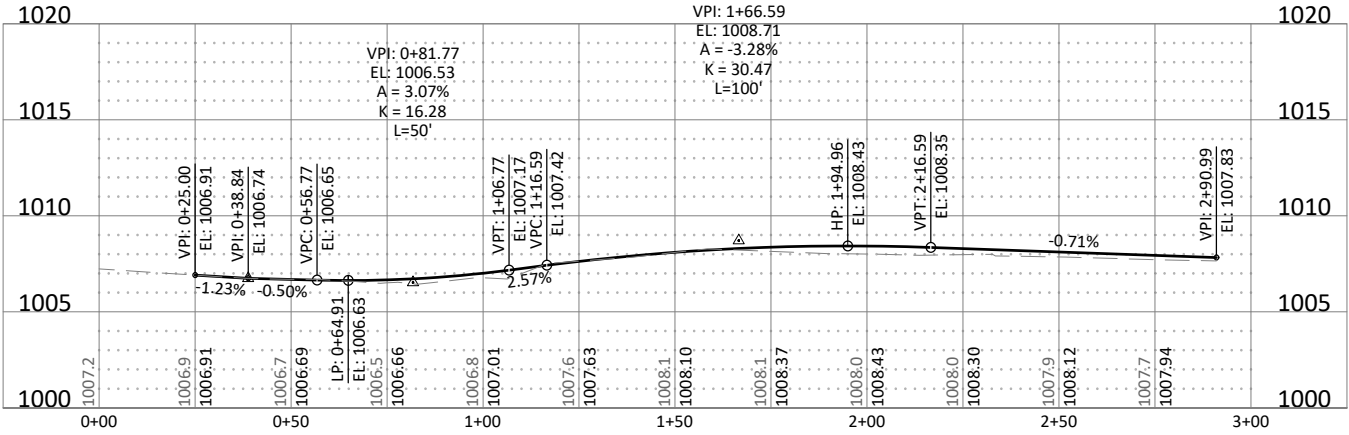
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122467 C606 - PLAN - PLAN 10 SCALE (2)

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TRAIL CONNECTION AT LIONS PARK PROFILE



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HORZ. SCALE
0 25 50
FEET

VERT. SCALE
0 5 10
FEET

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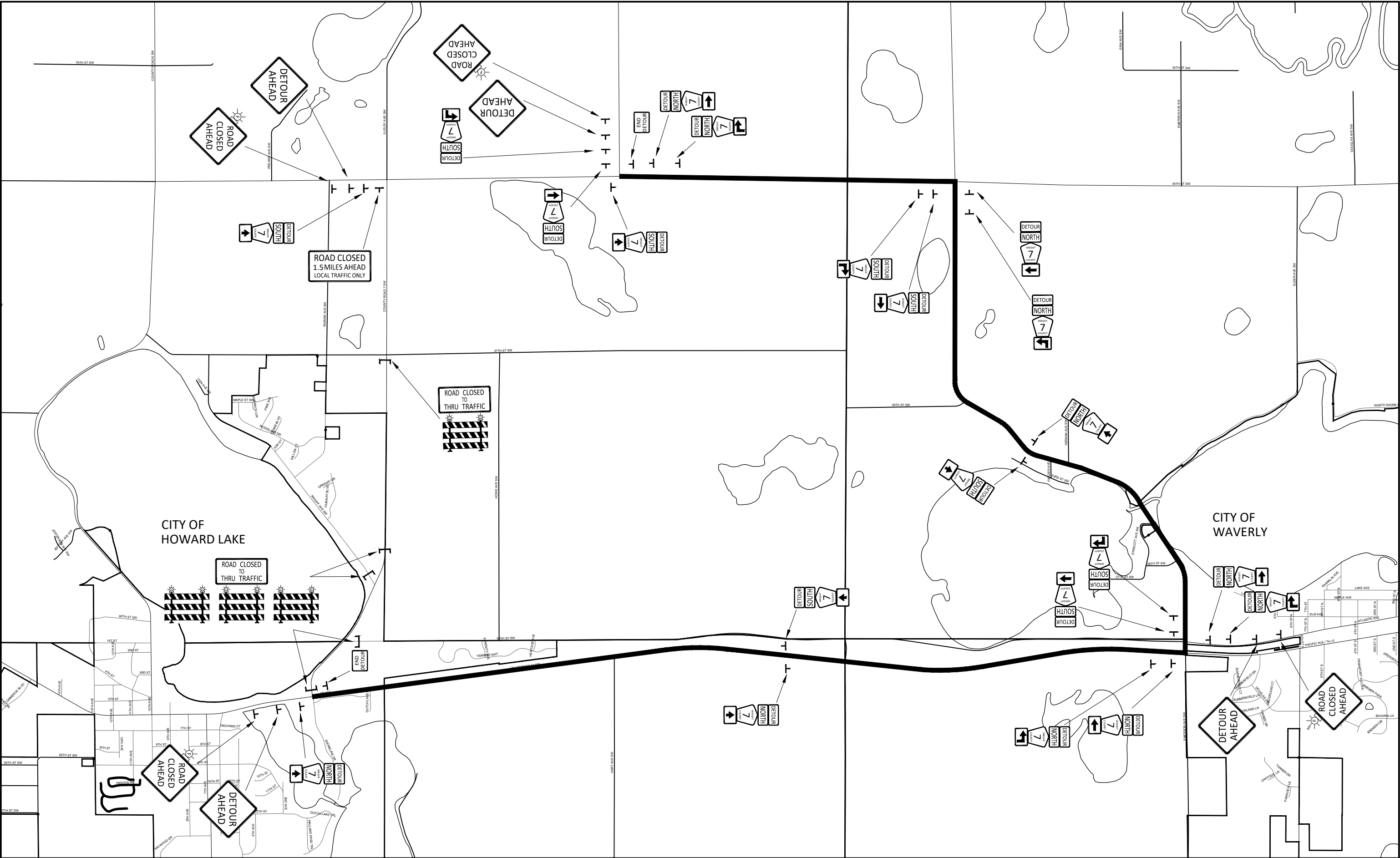
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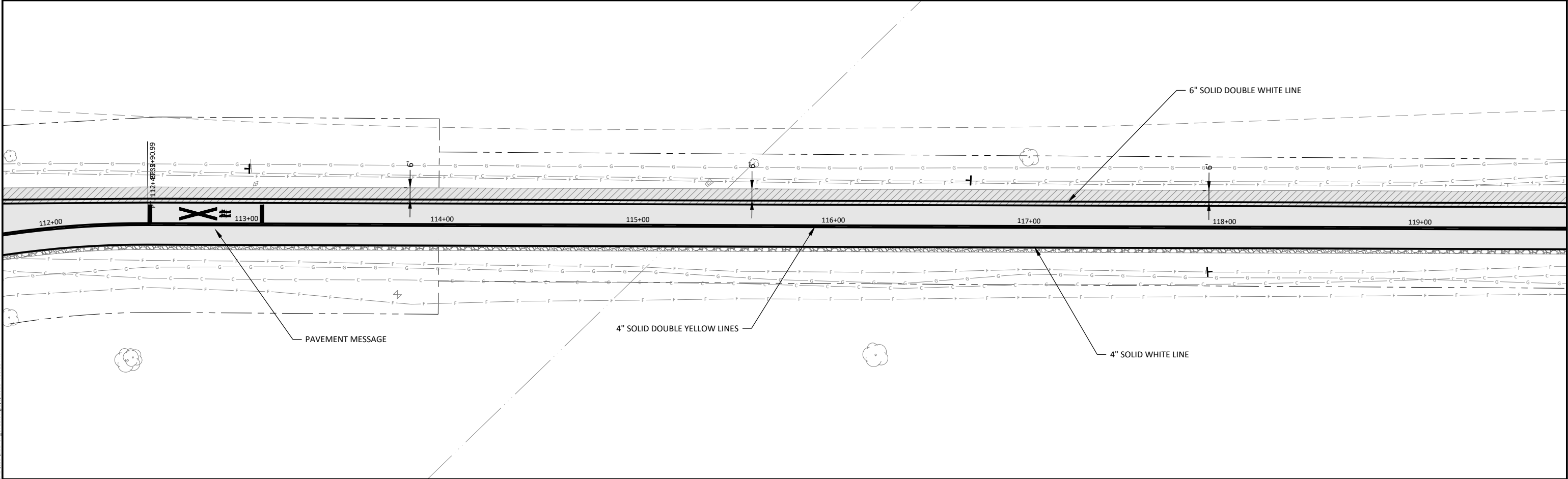
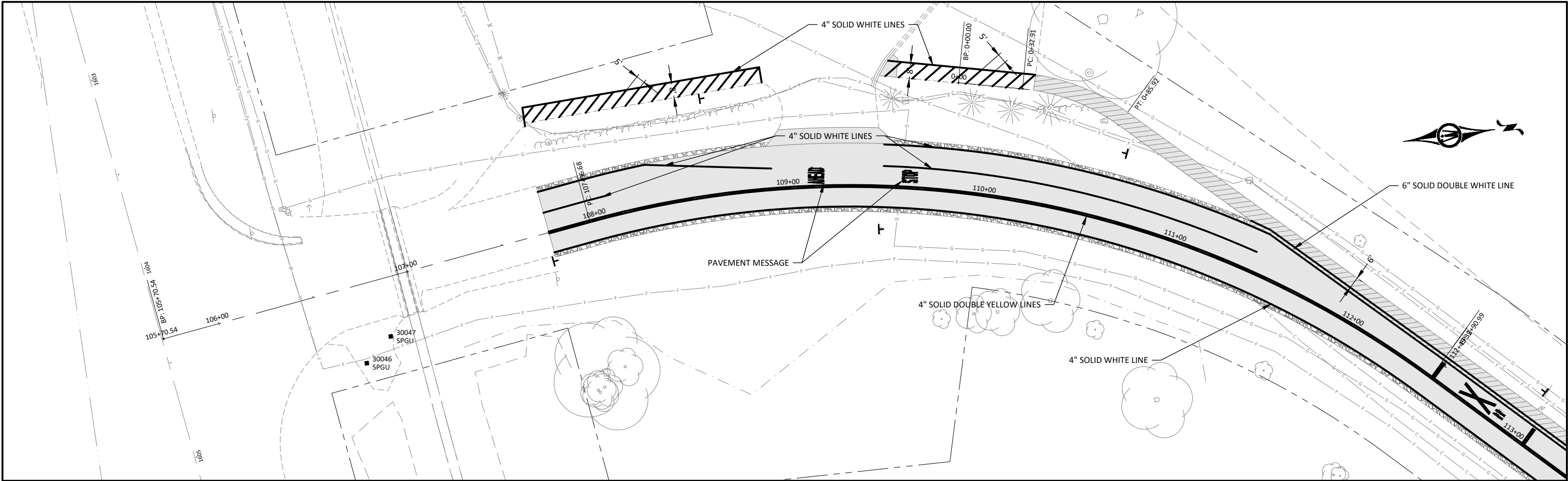


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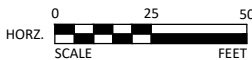
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CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024
TRAFFIC CONTROL PLAN
122467 C701 - DETAILS

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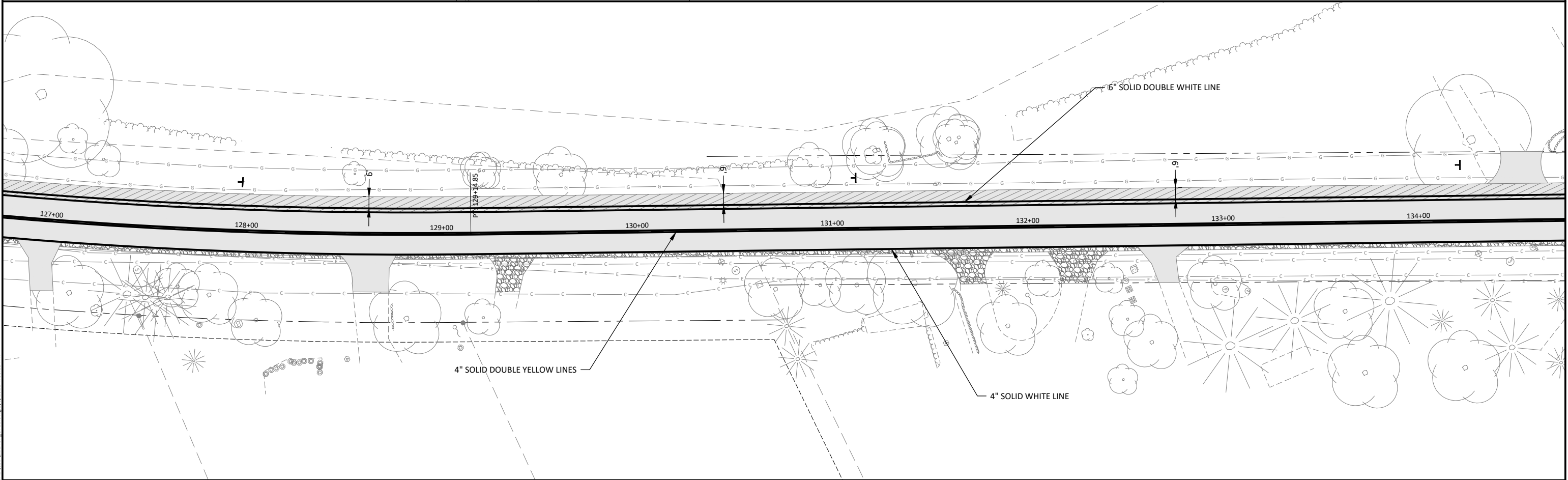
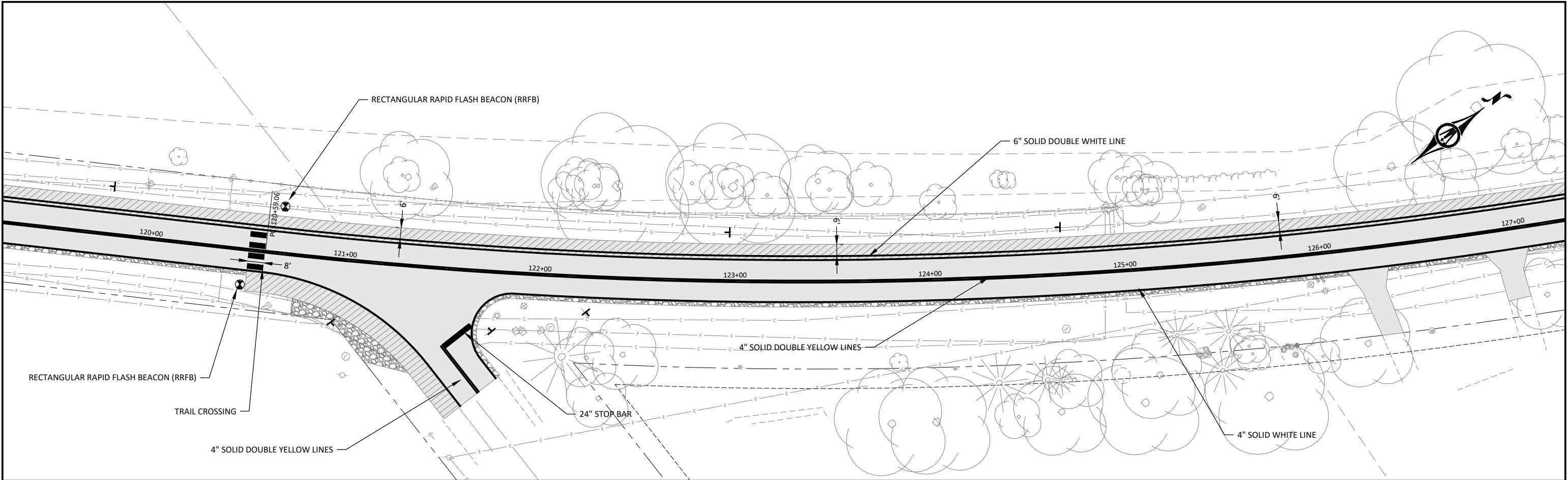


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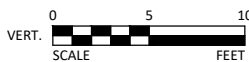
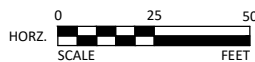
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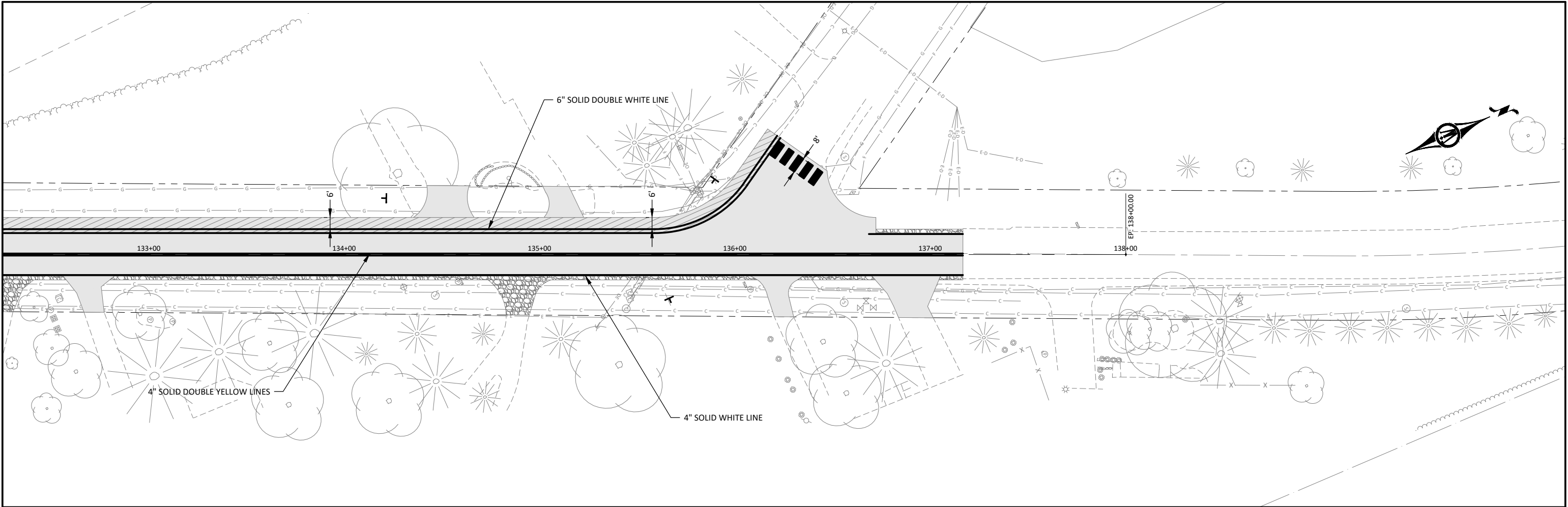


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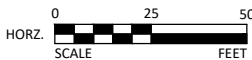
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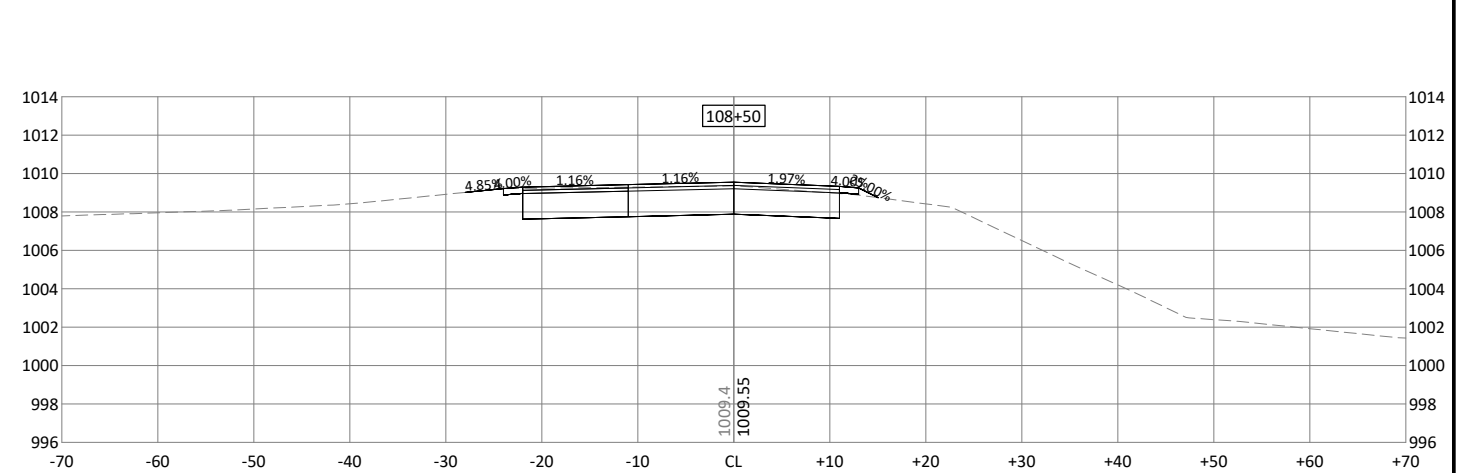
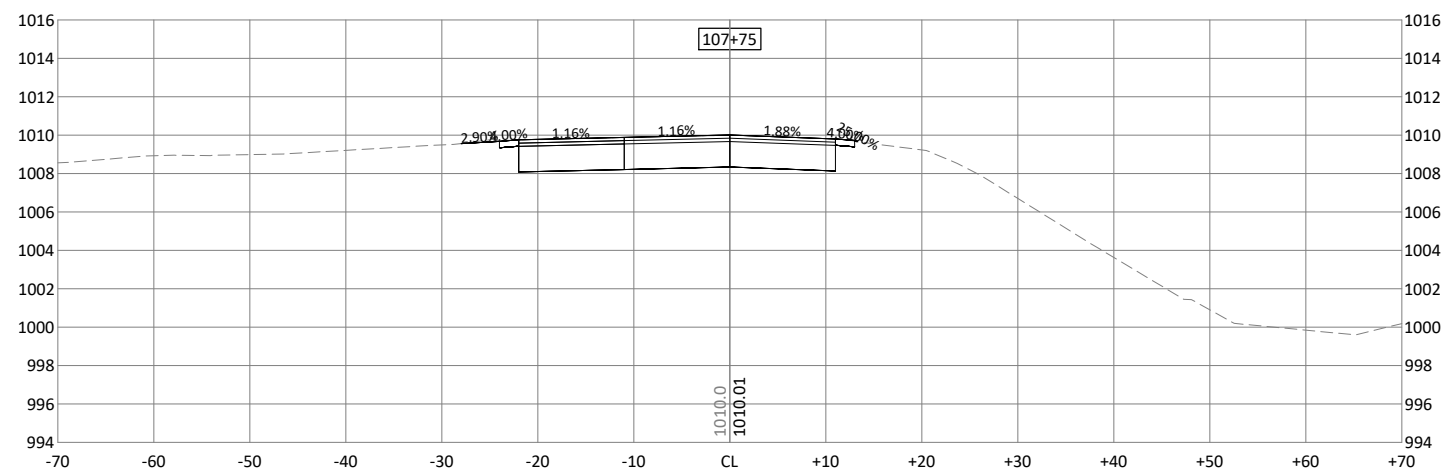


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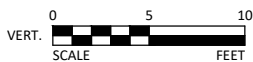
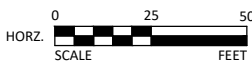
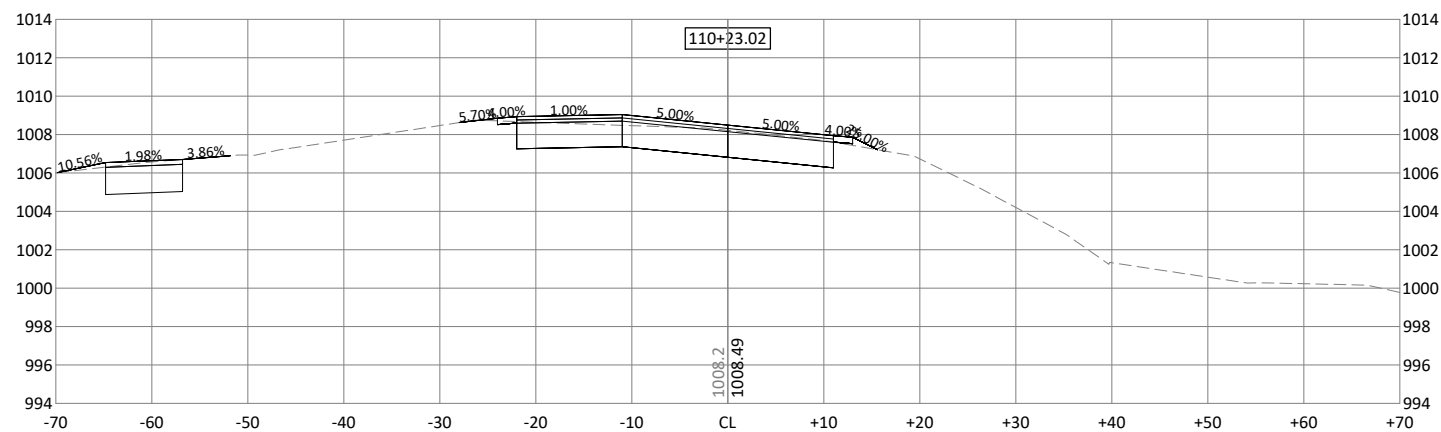
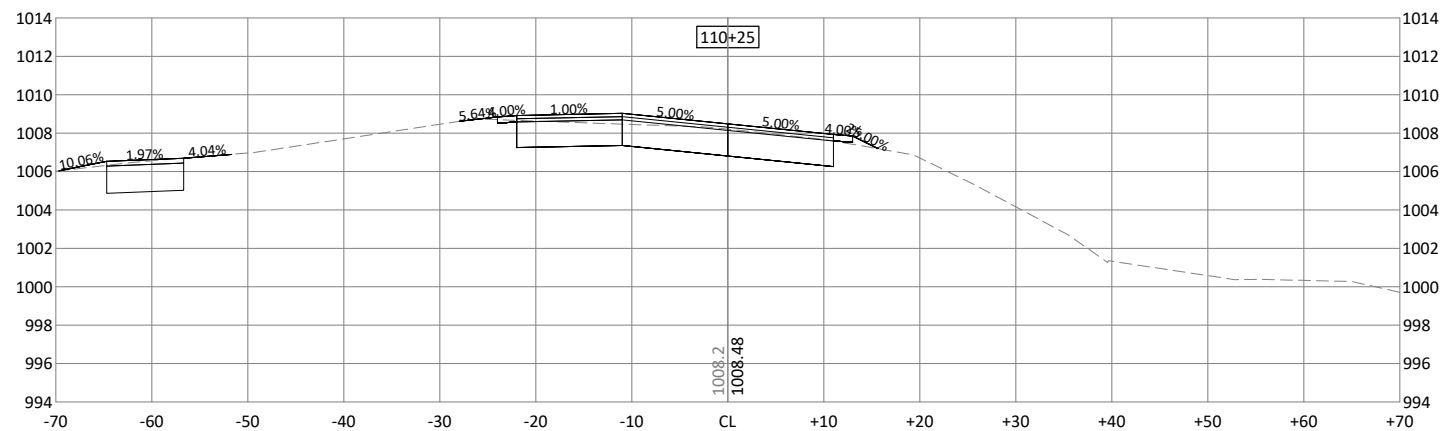
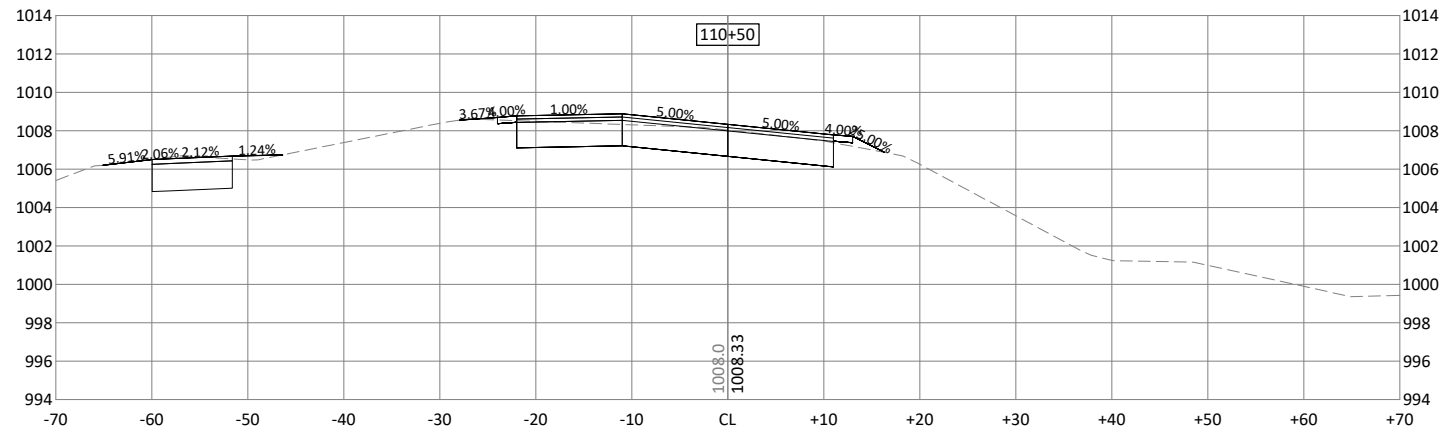
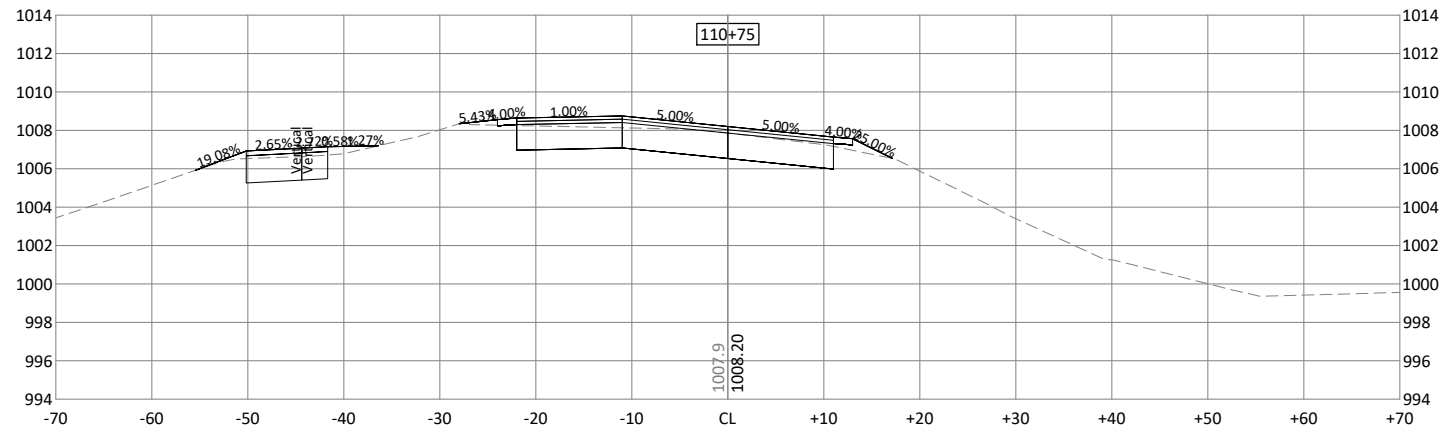
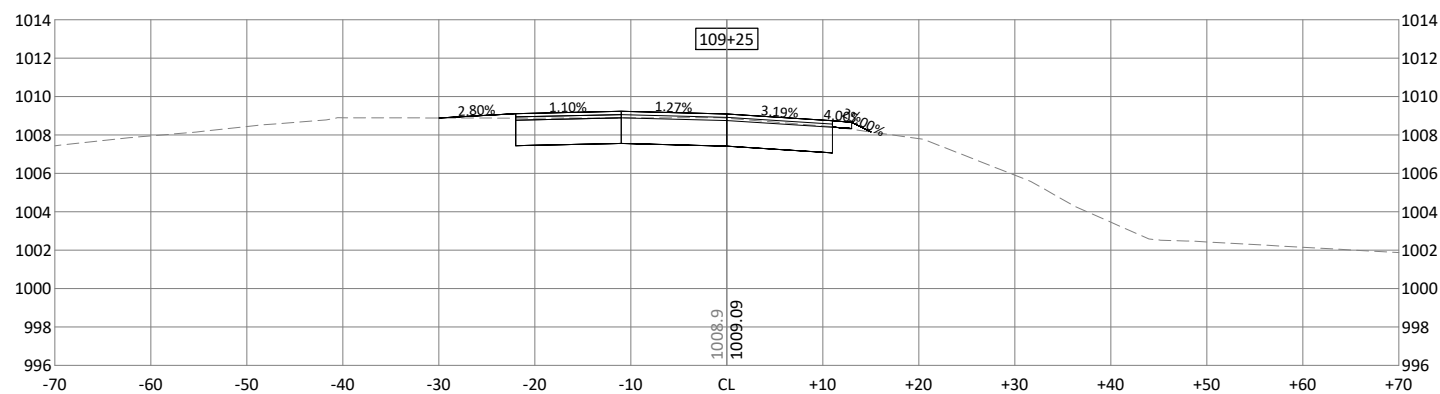
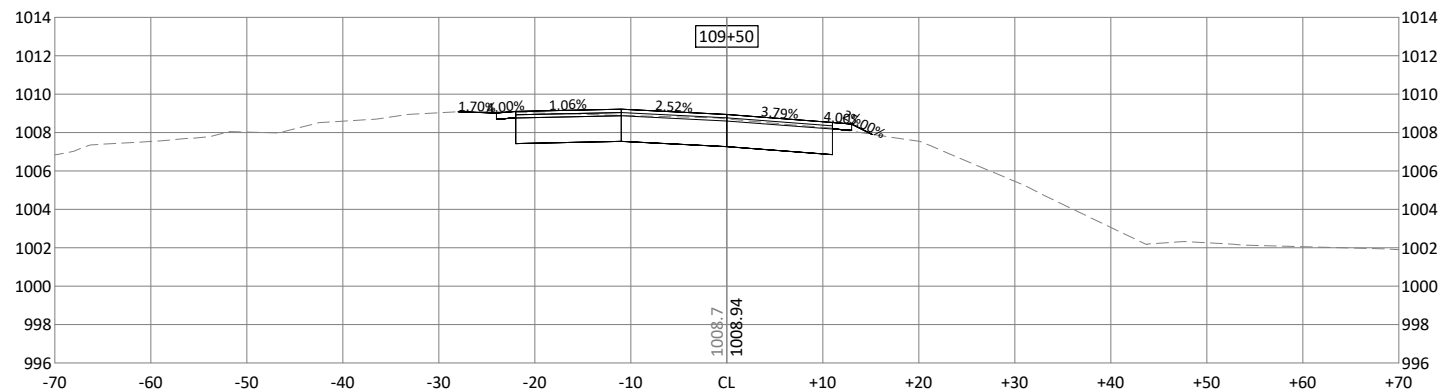
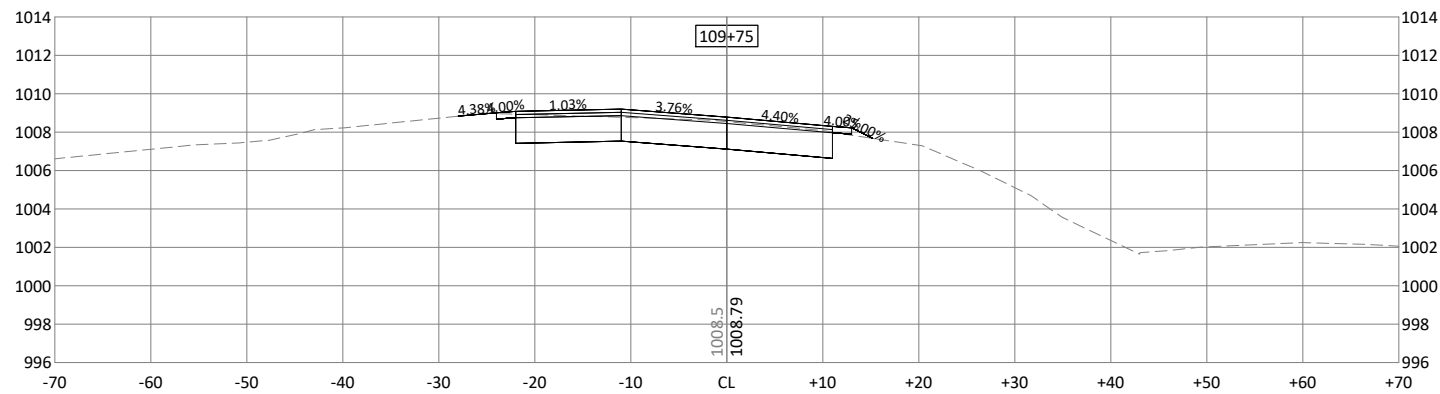
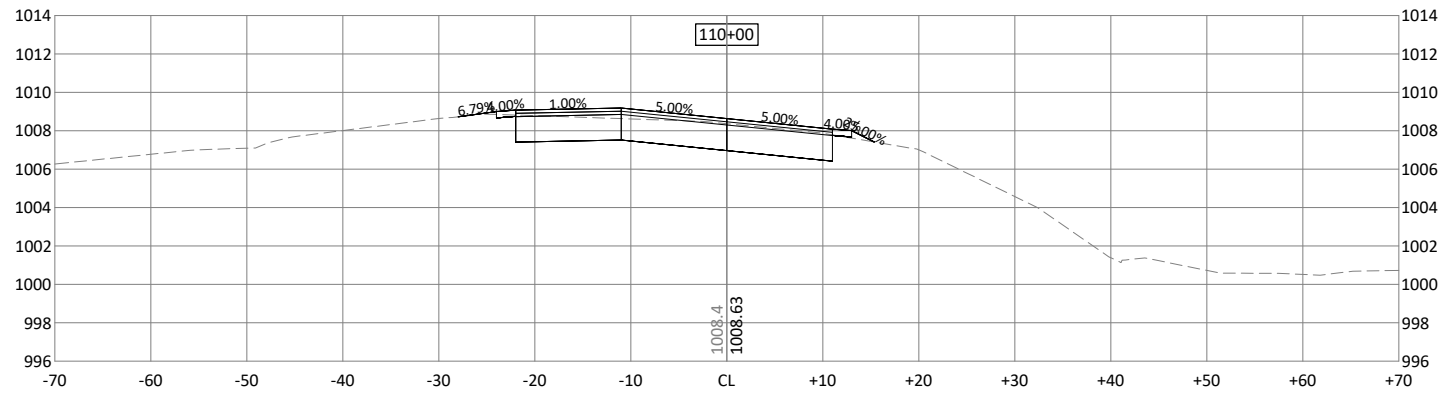
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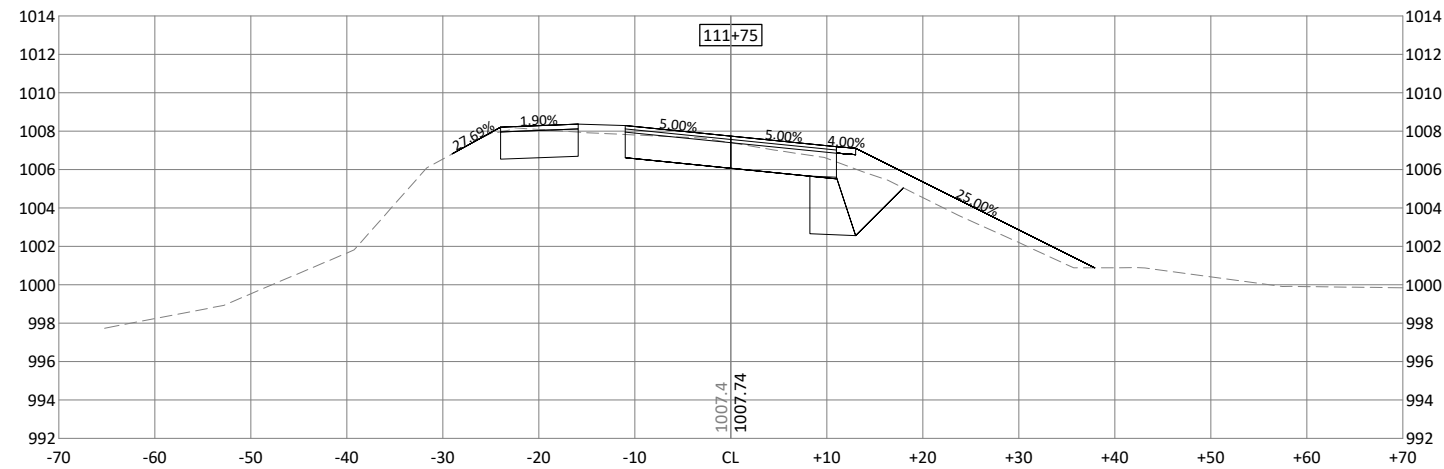
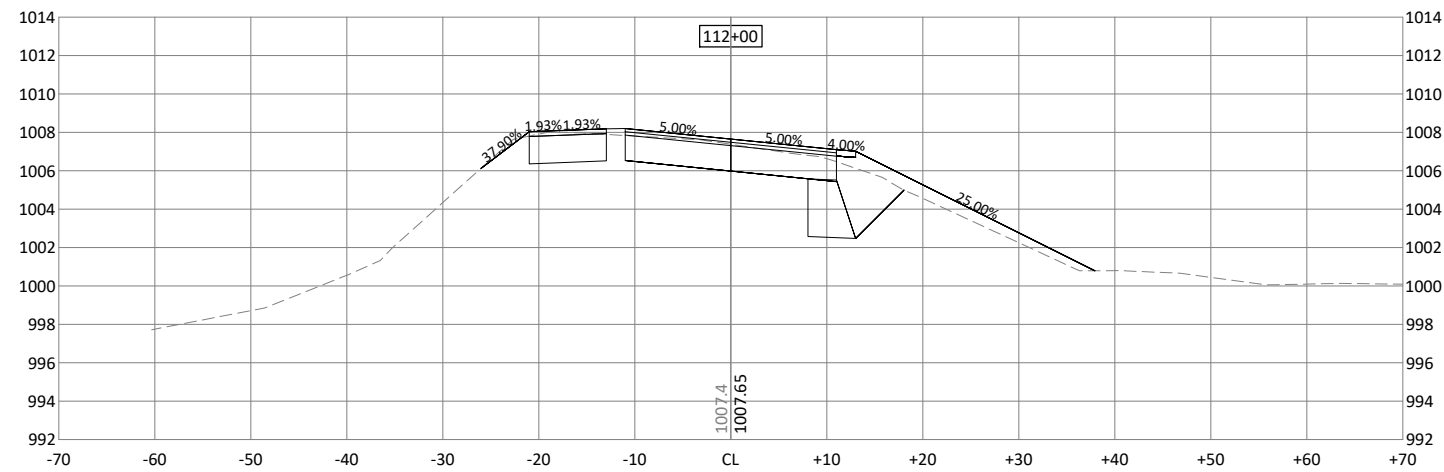
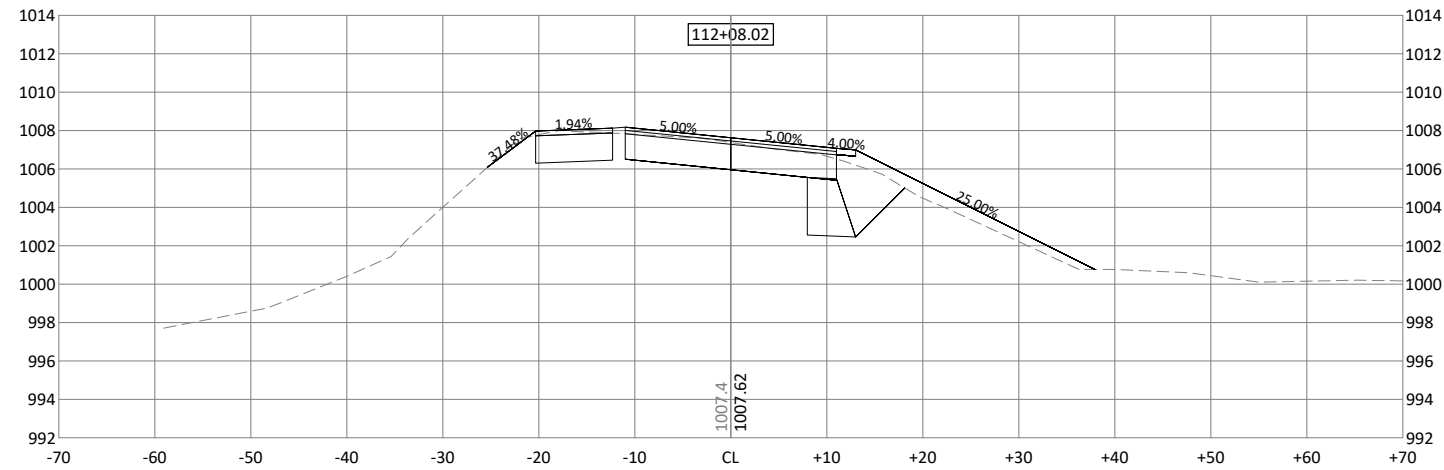
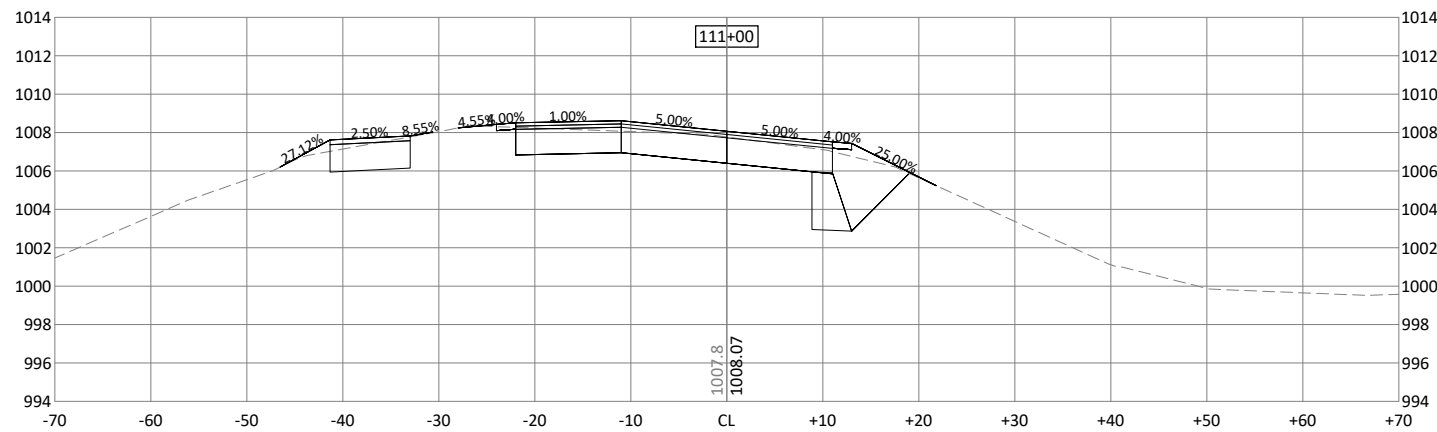
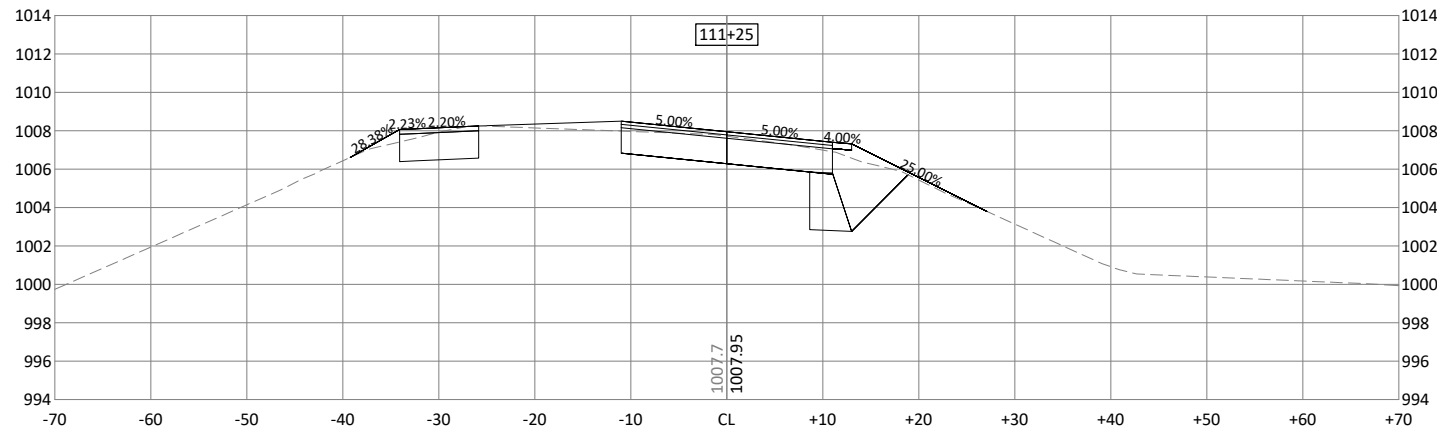
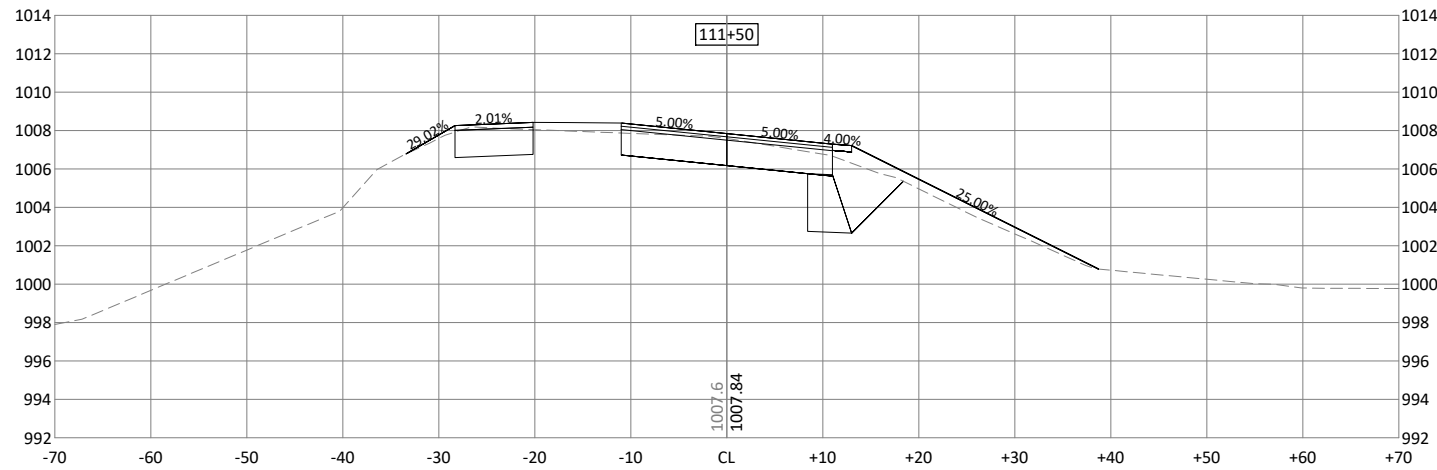


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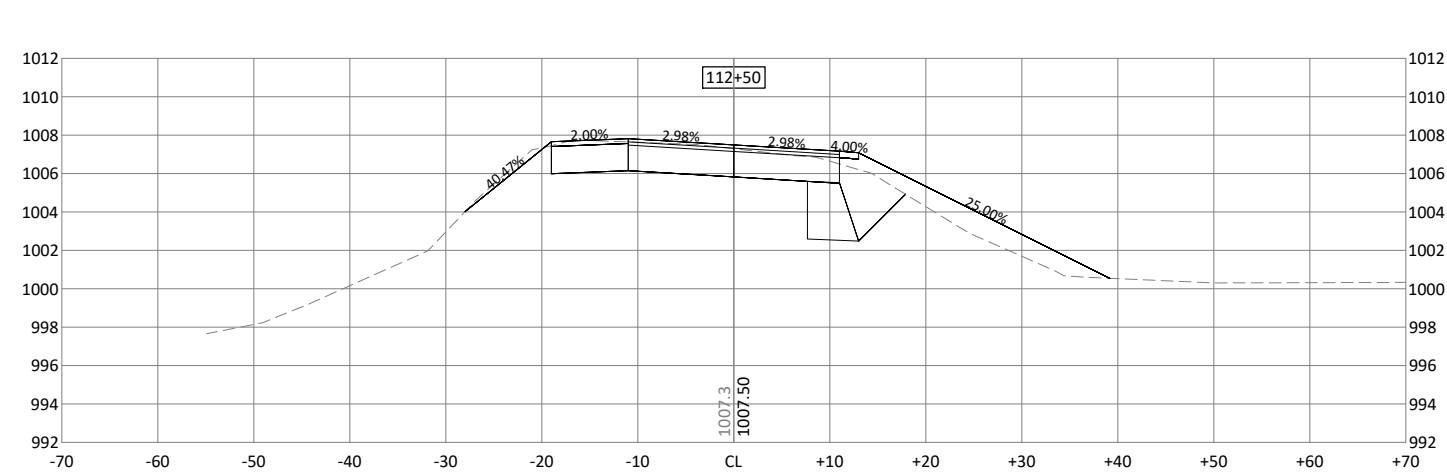
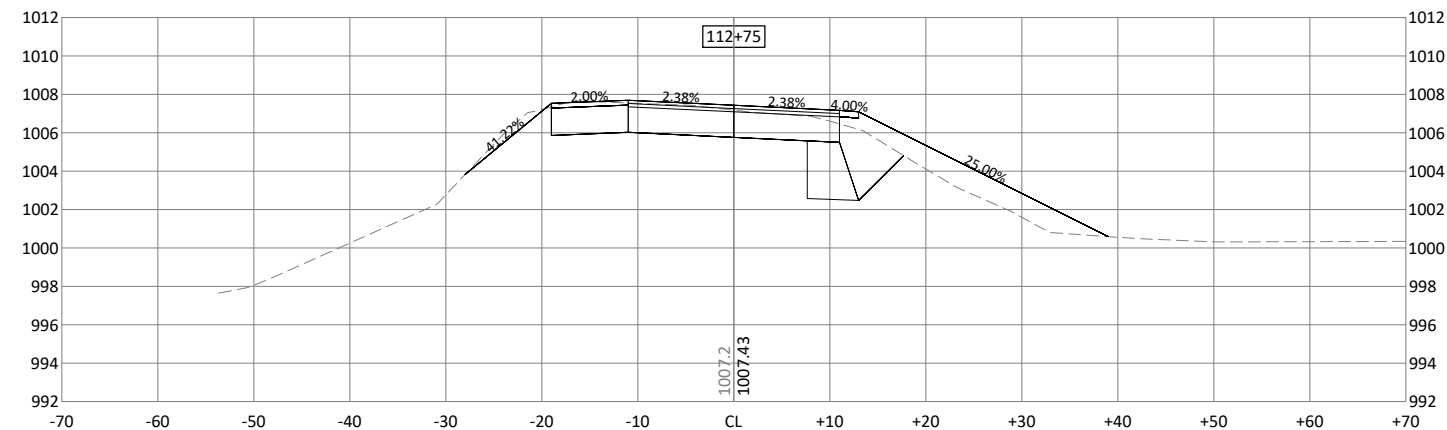
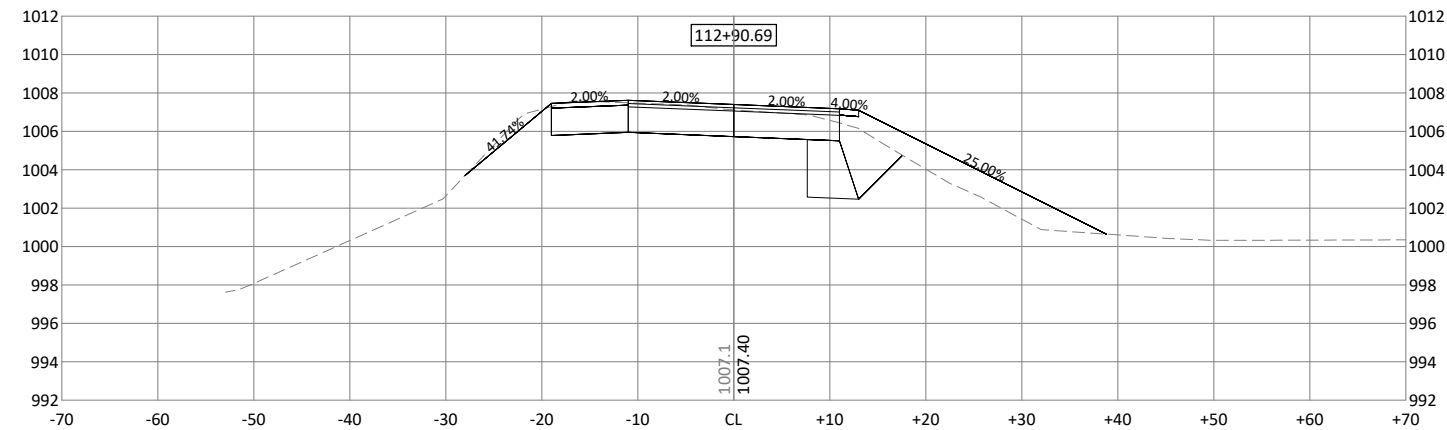
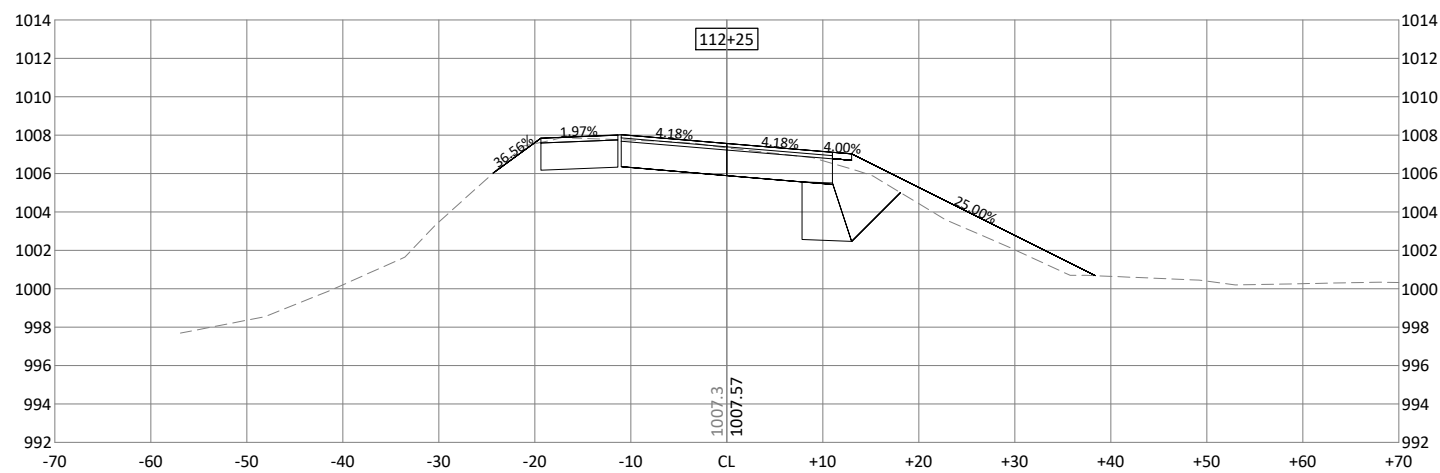
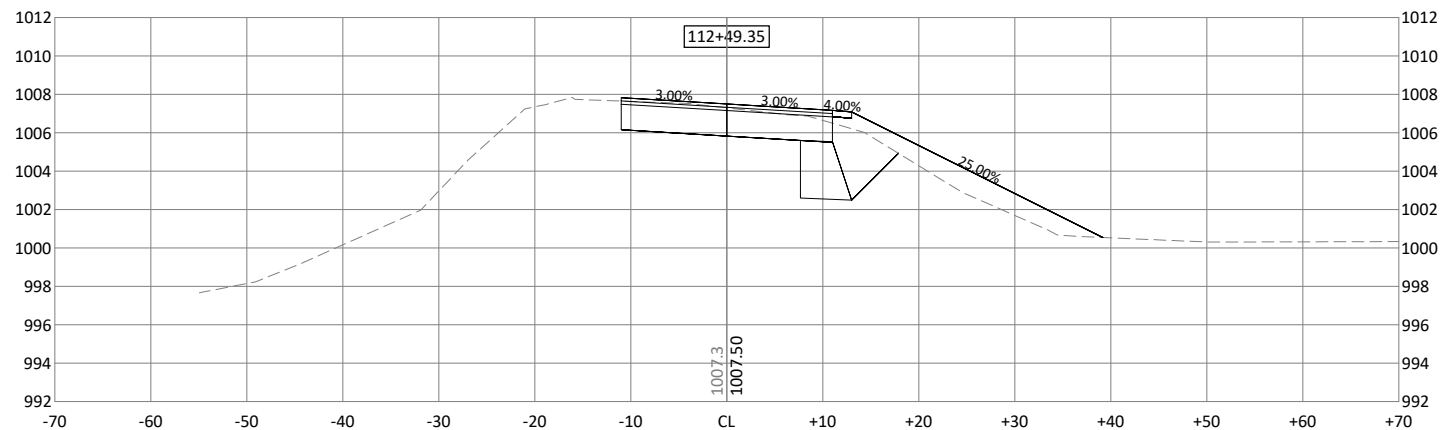
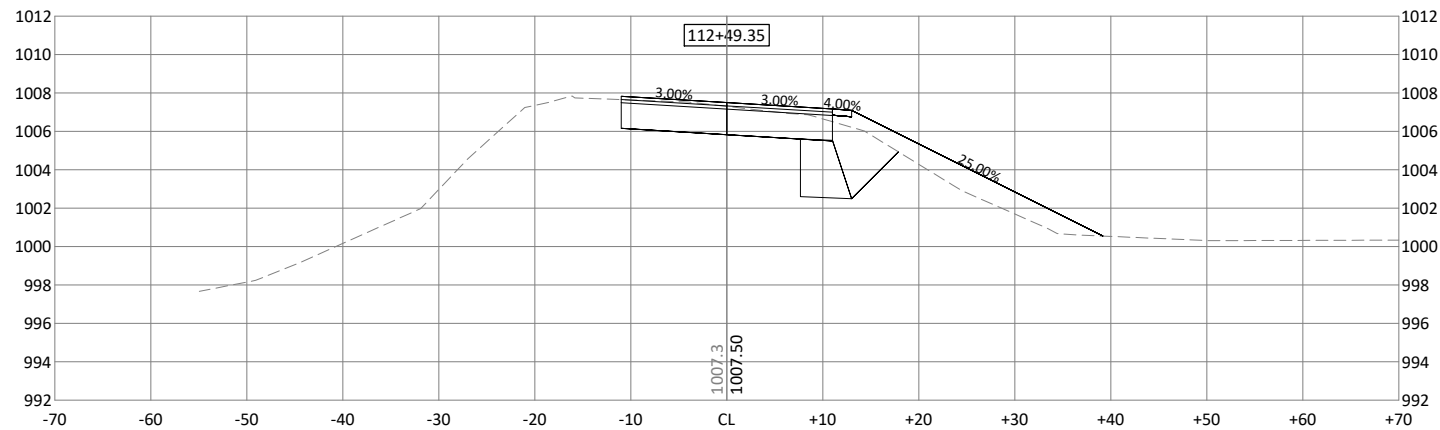
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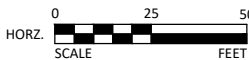
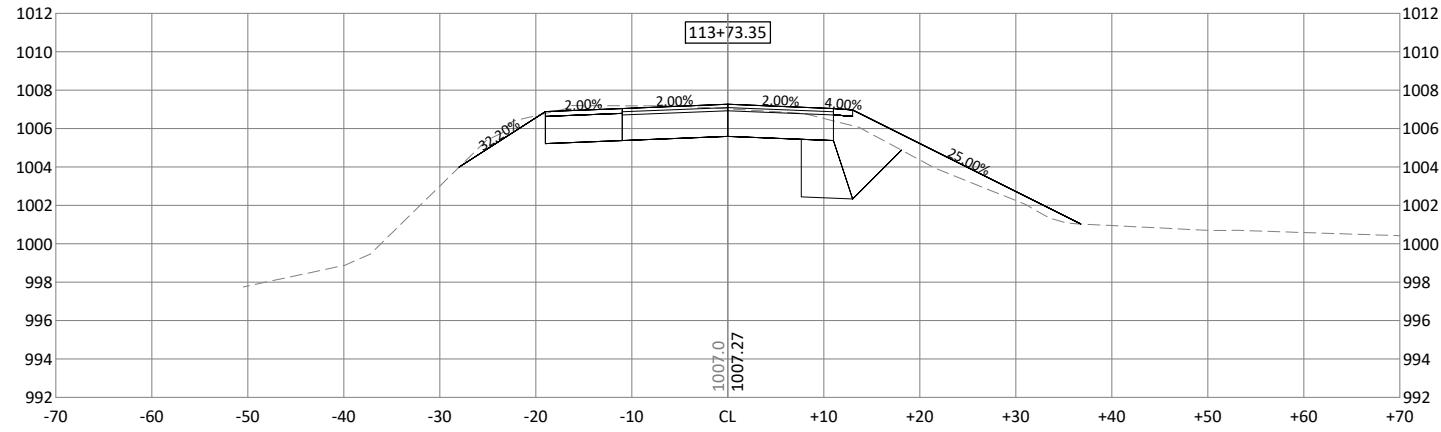
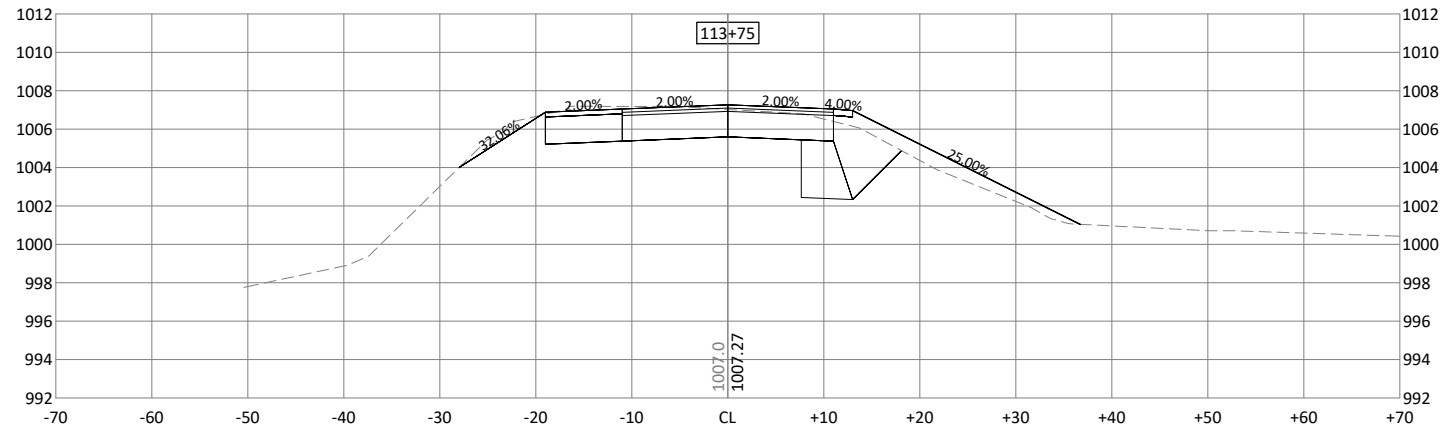
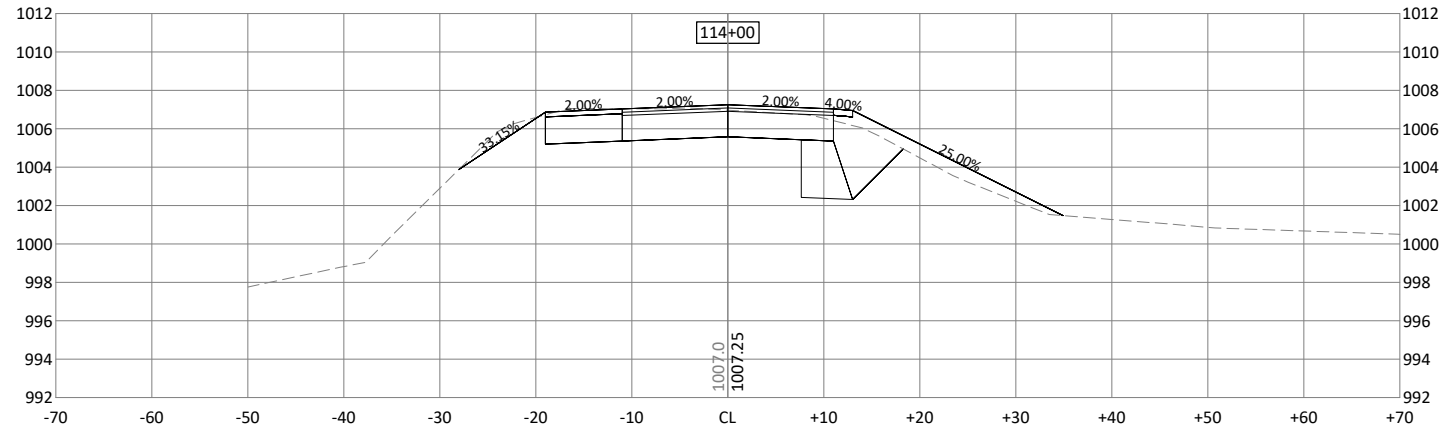
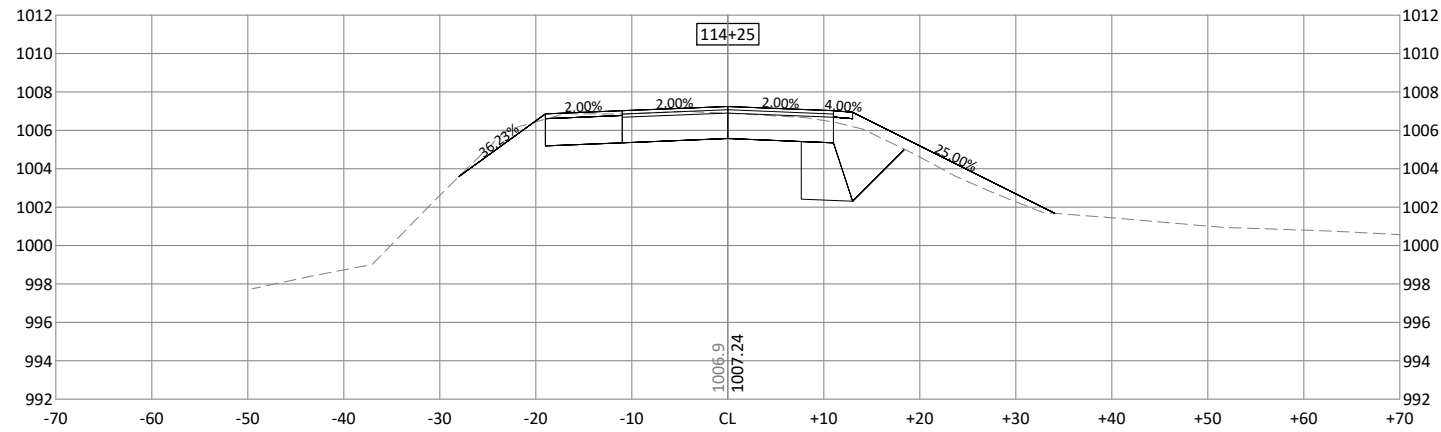
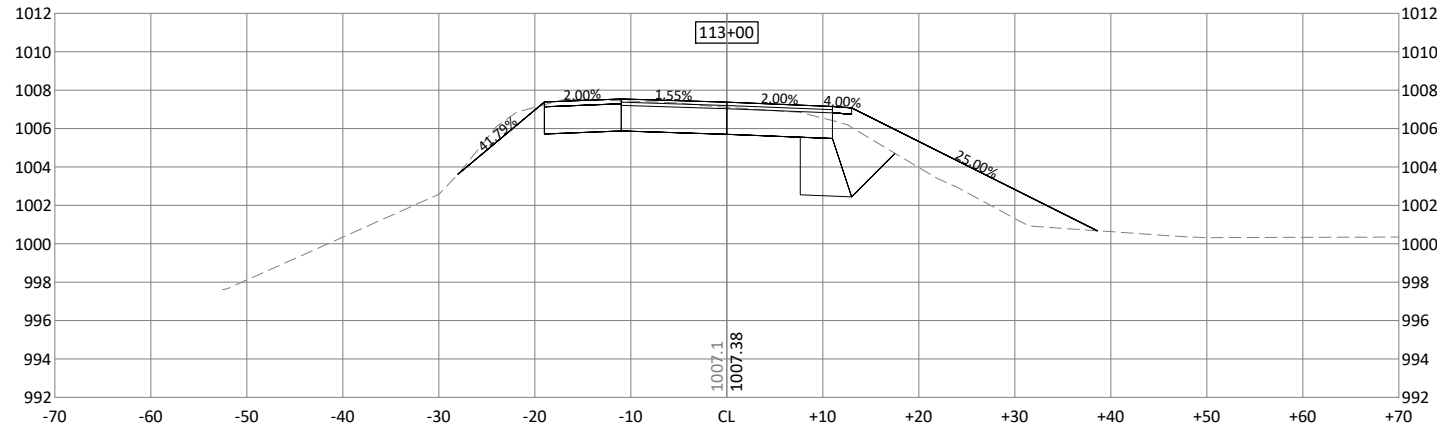
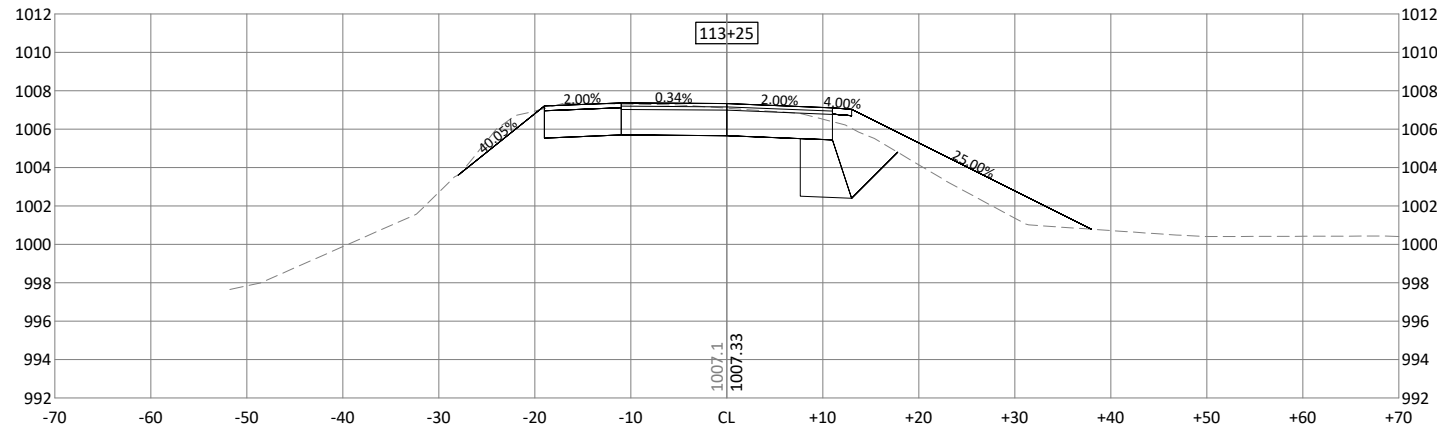
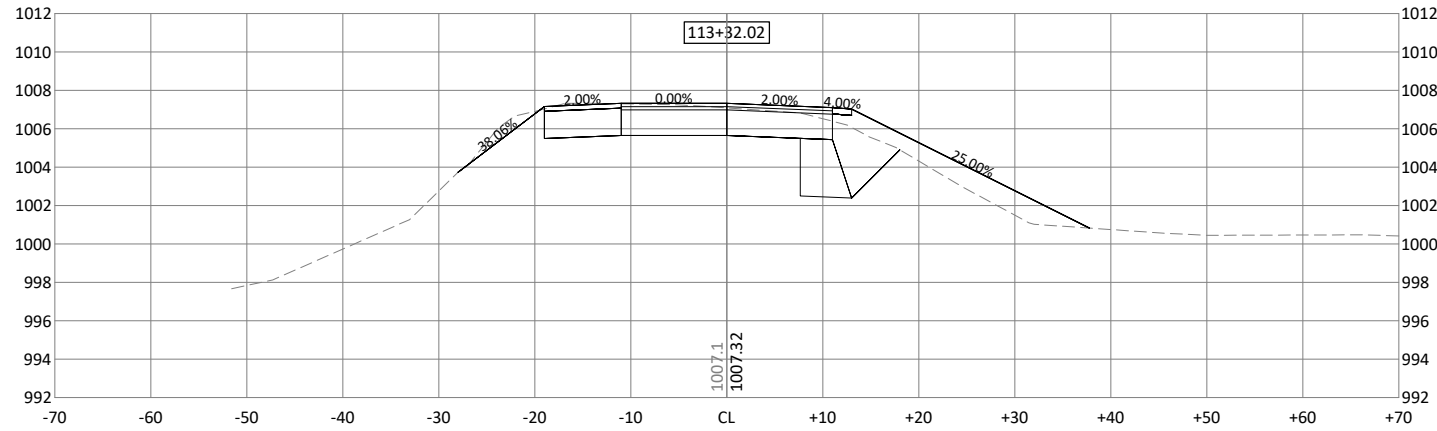
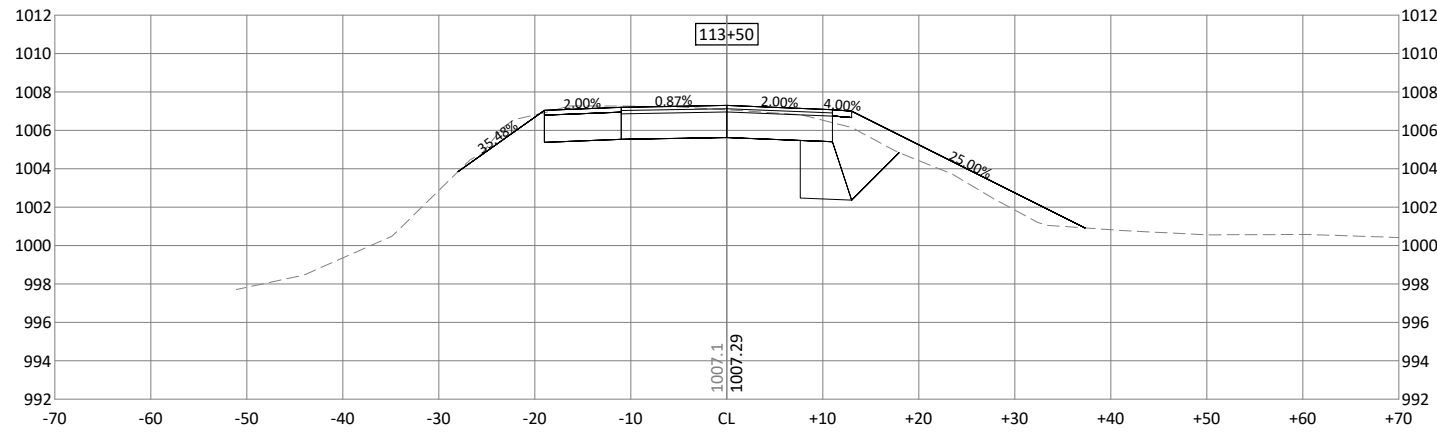
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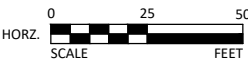
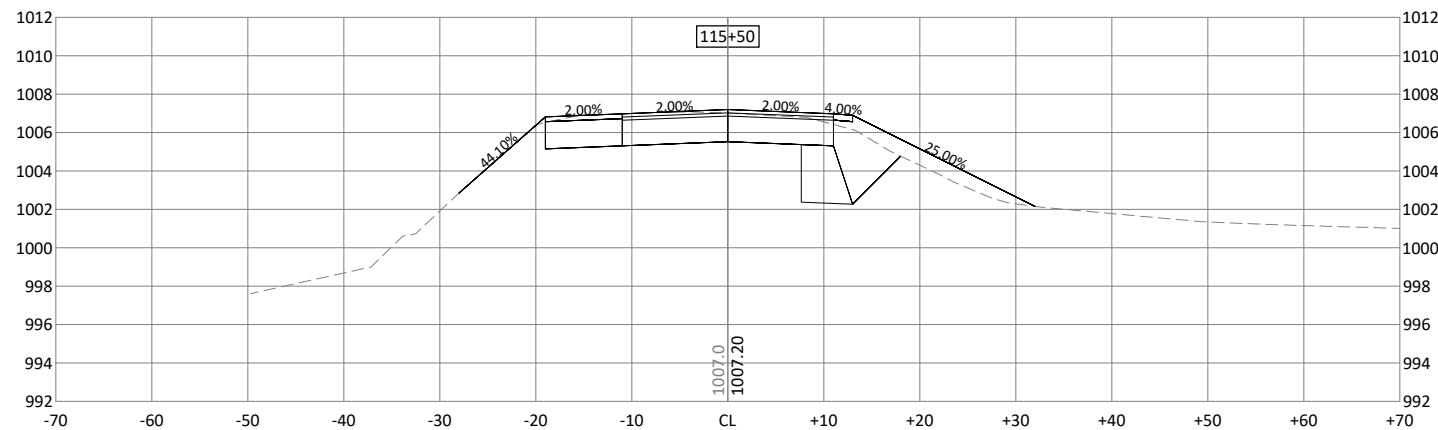
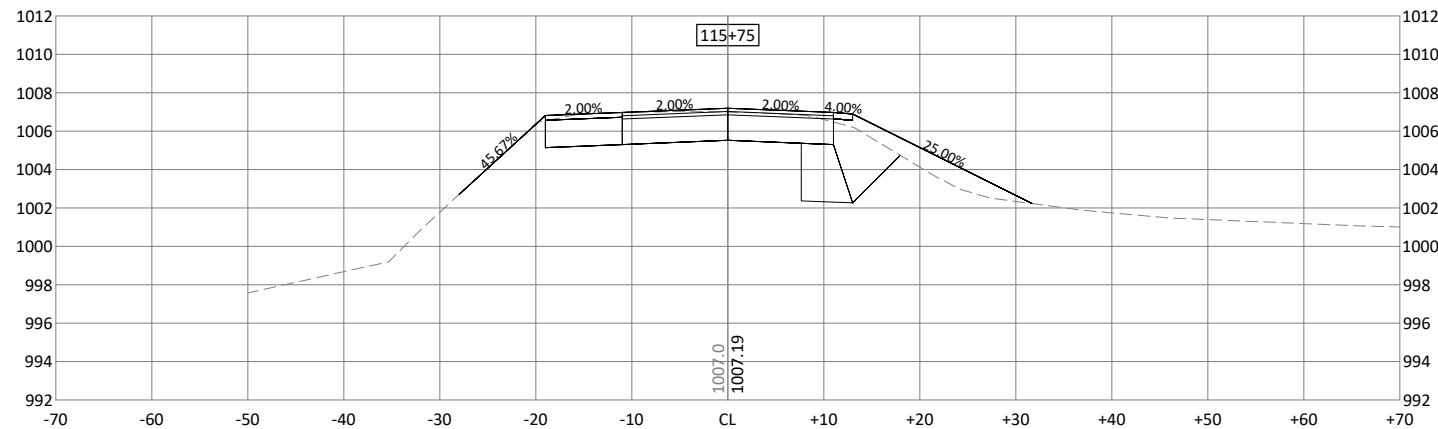
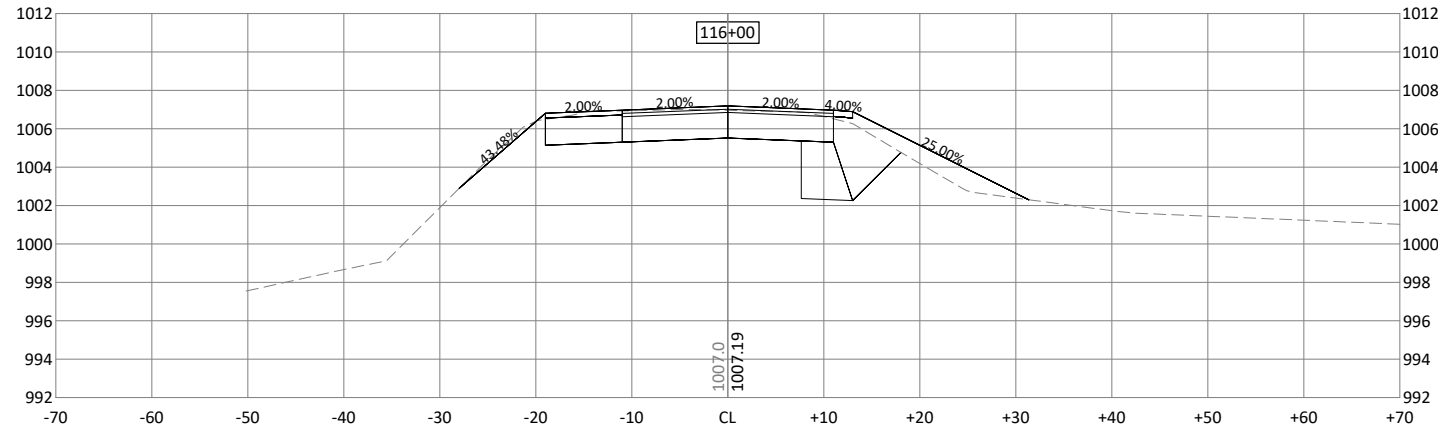
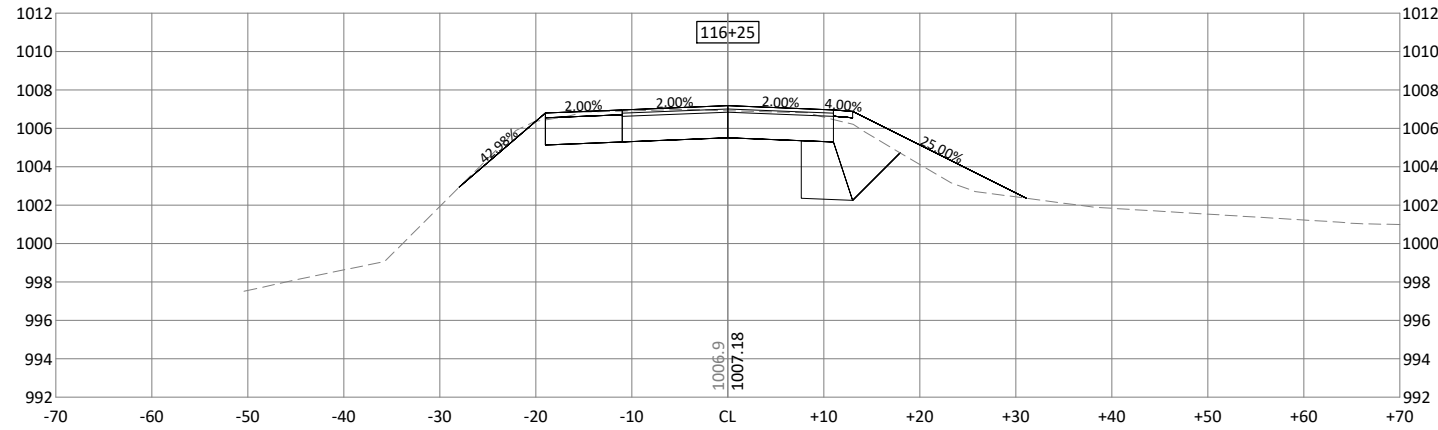
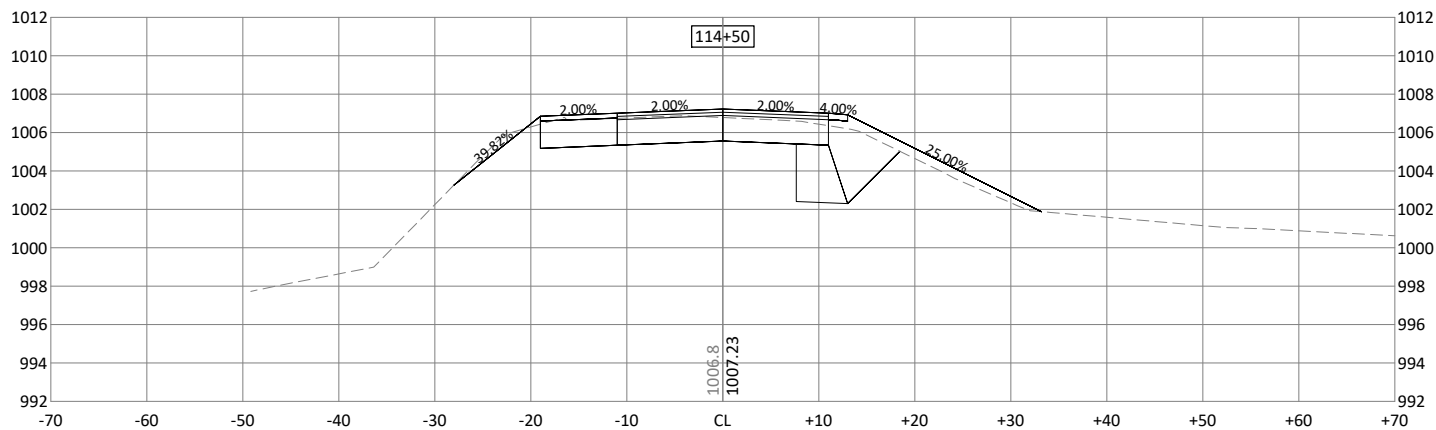
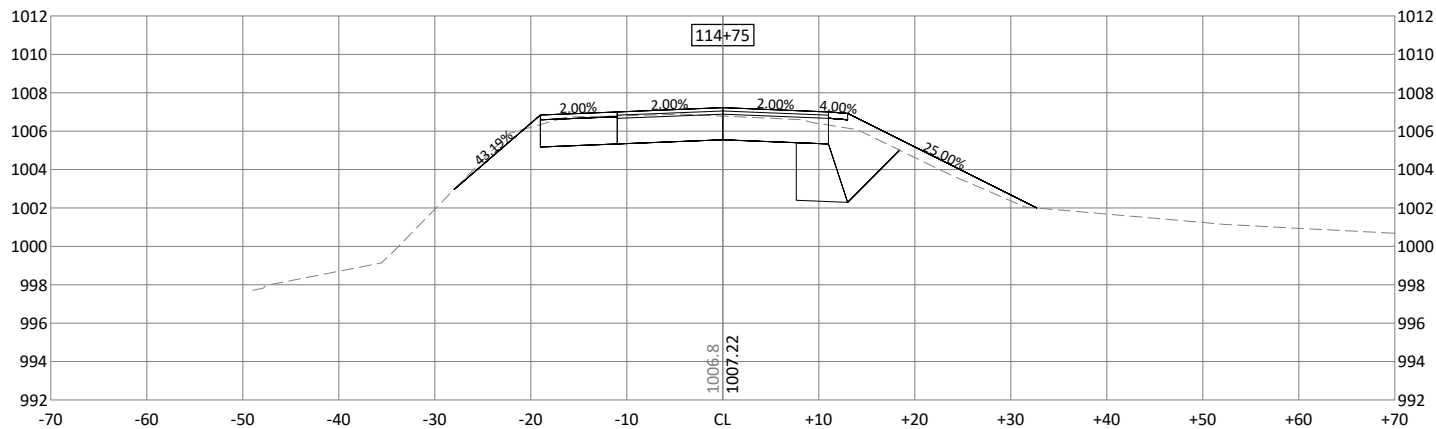
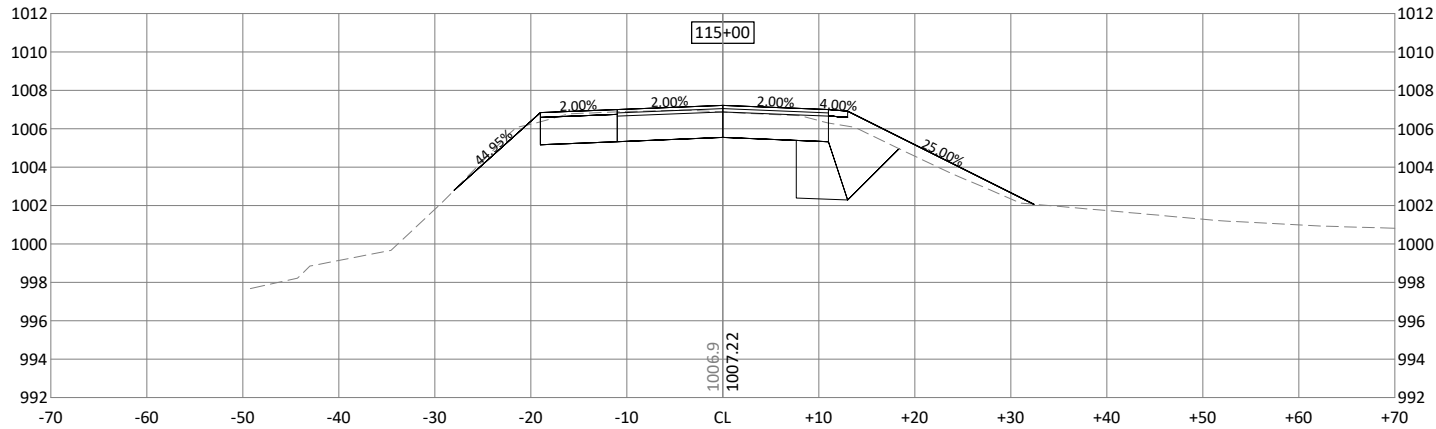
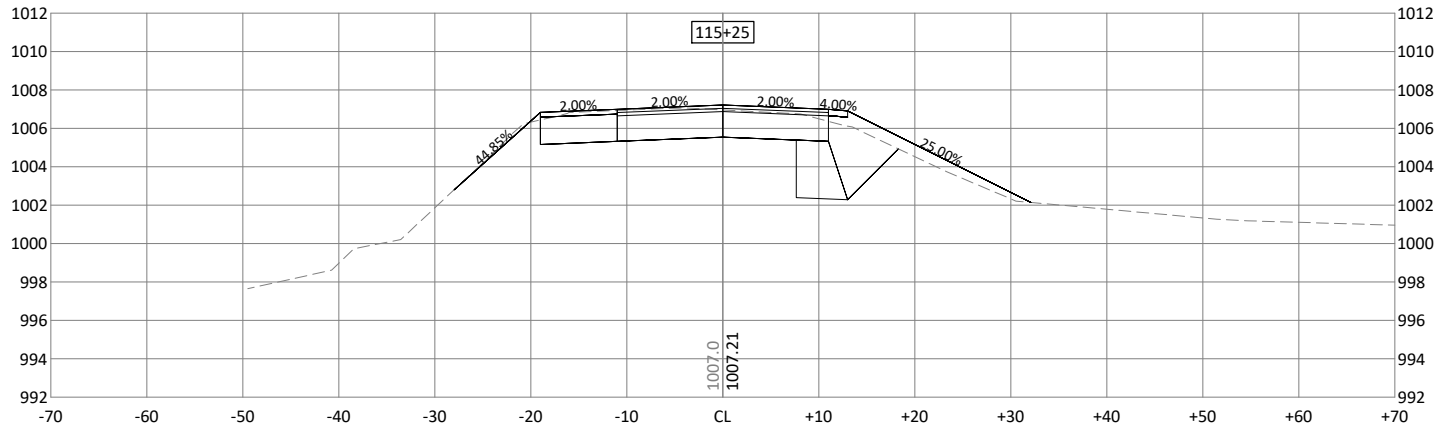


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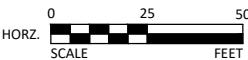
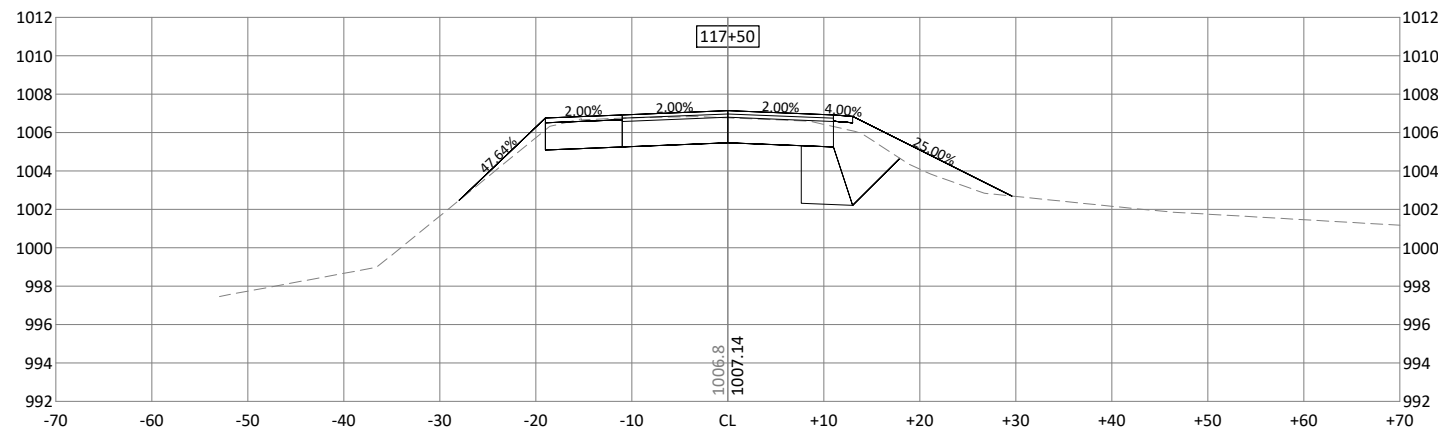
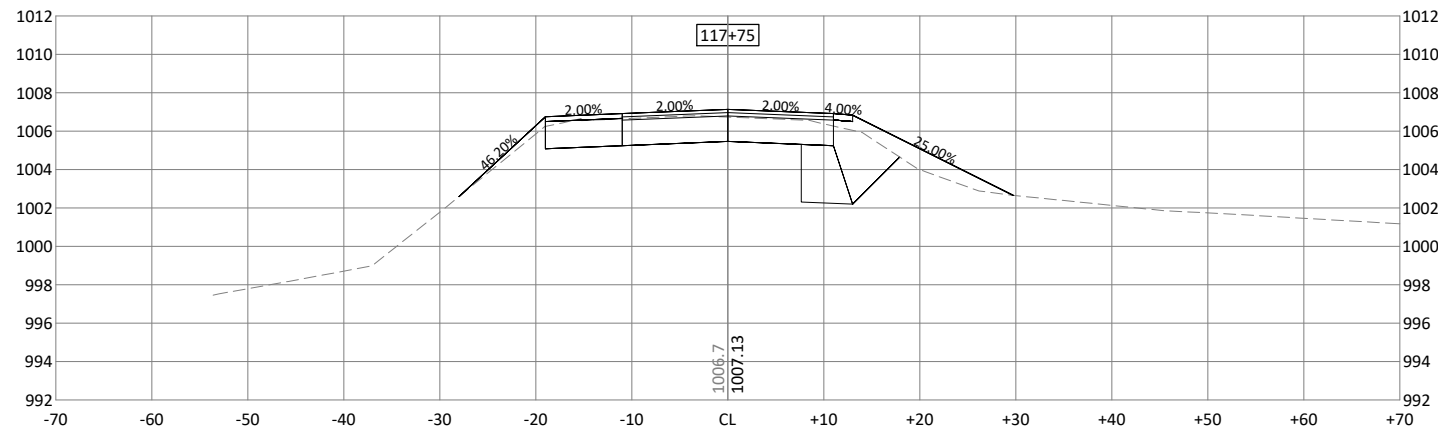
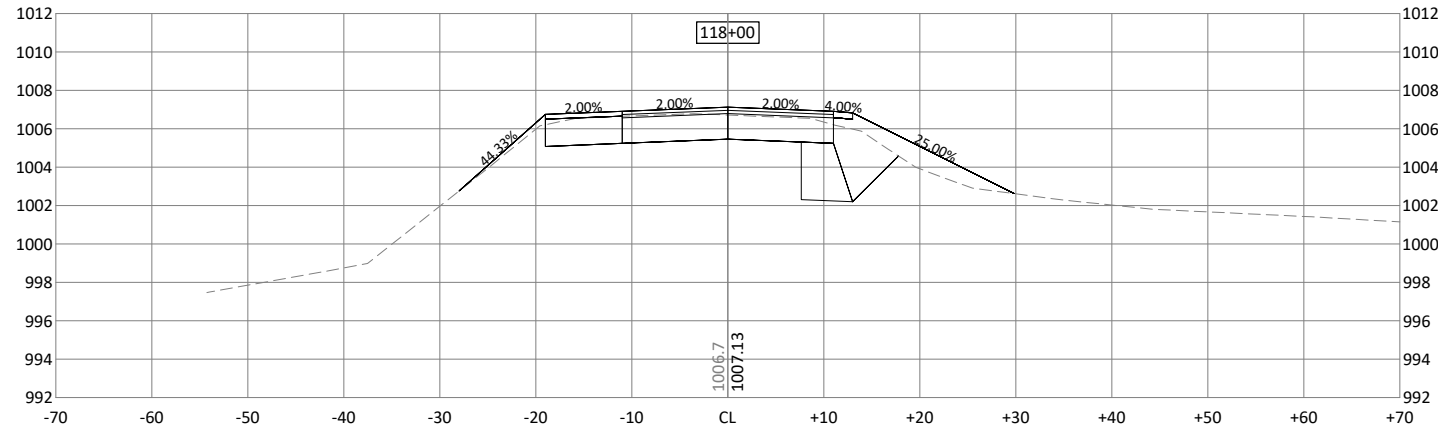
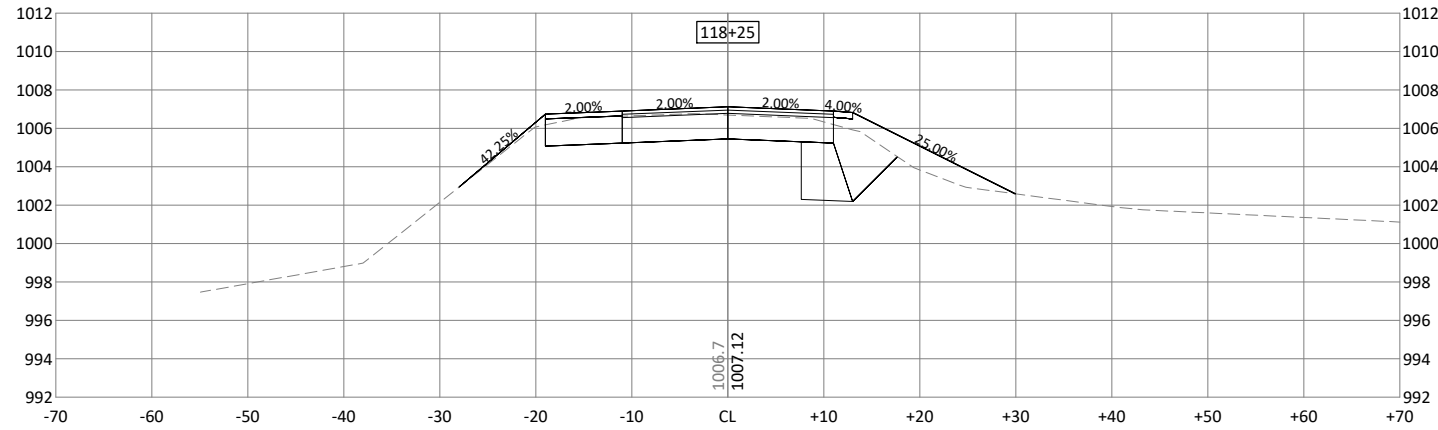
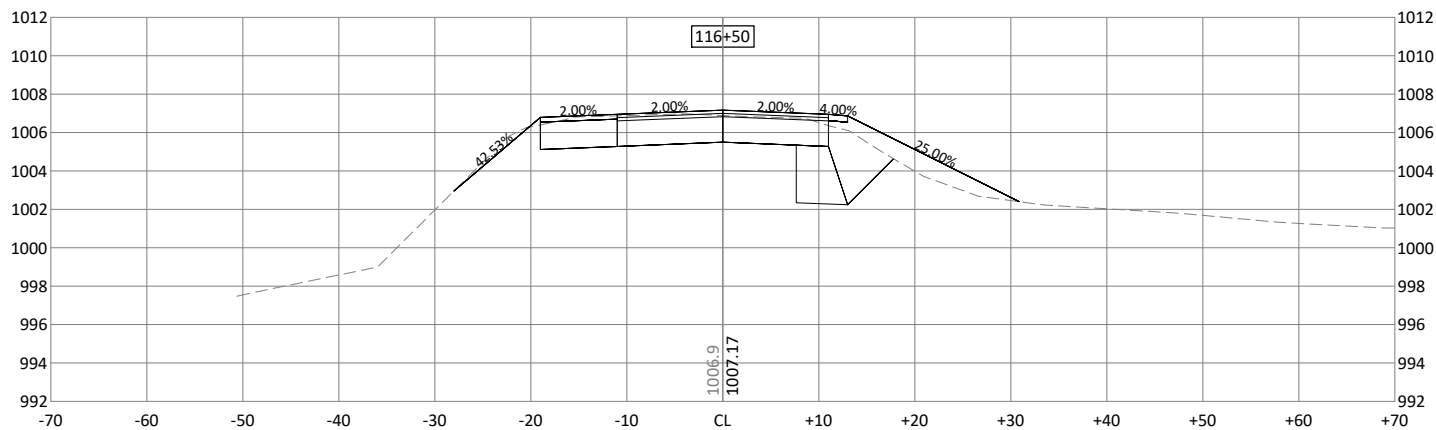
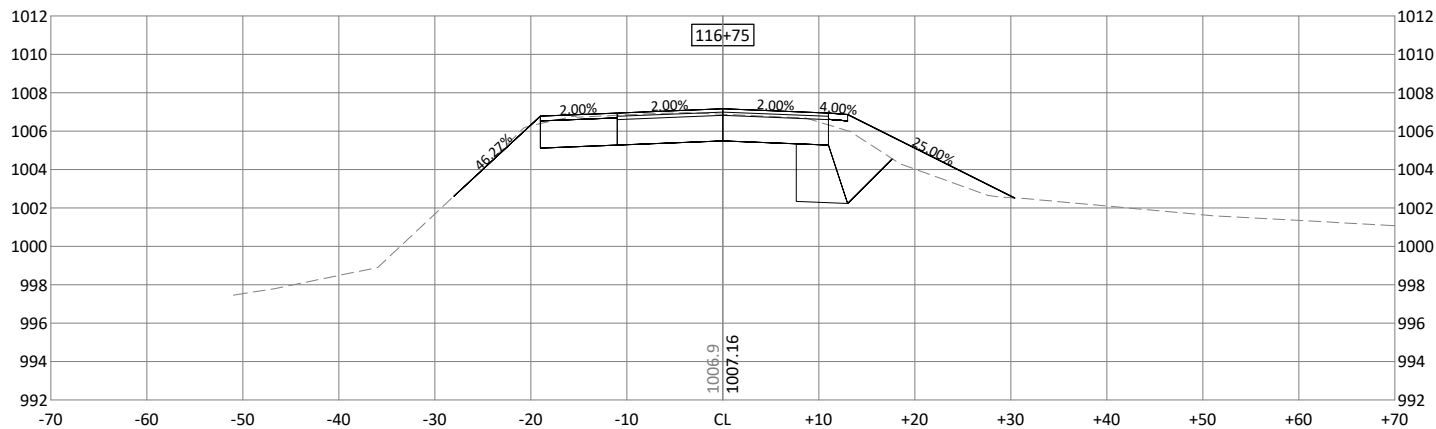
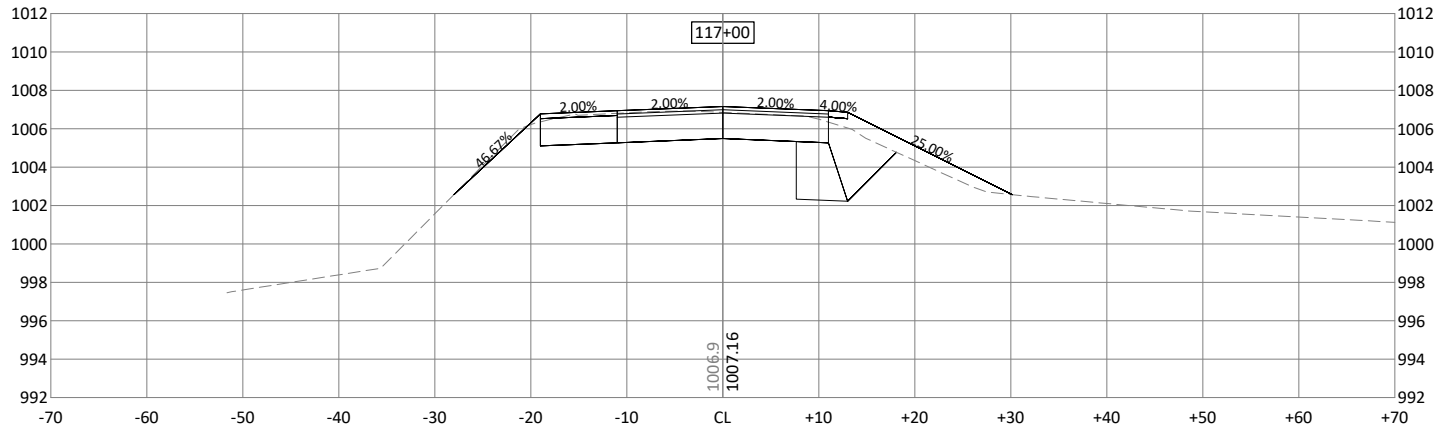
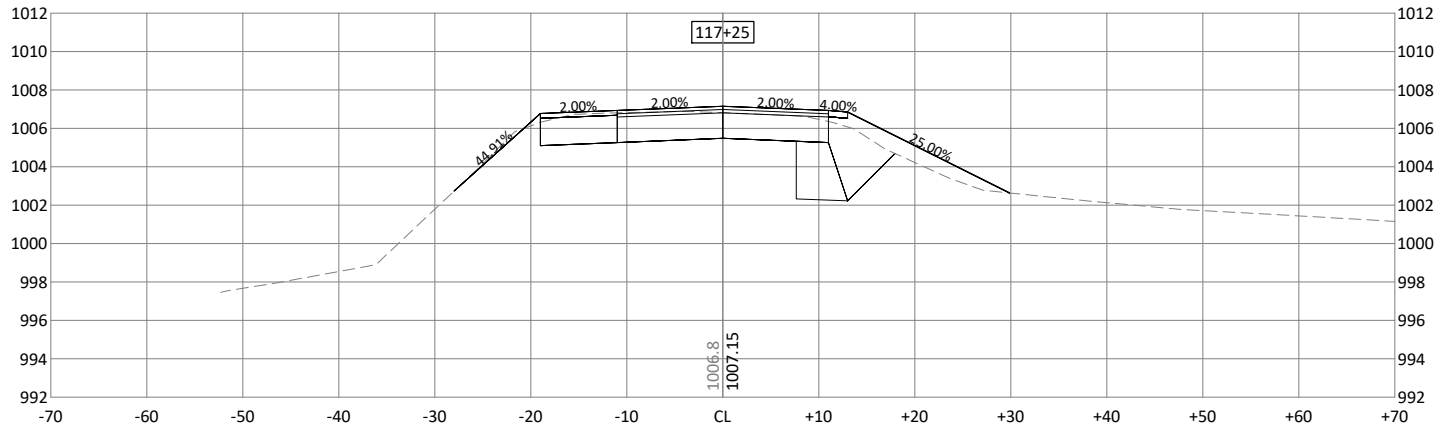


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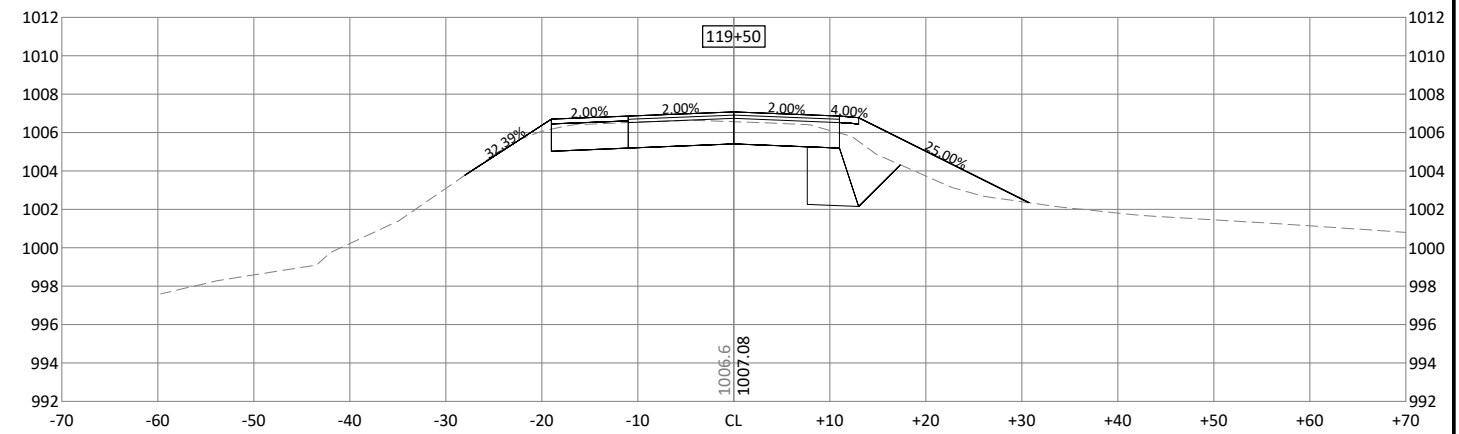
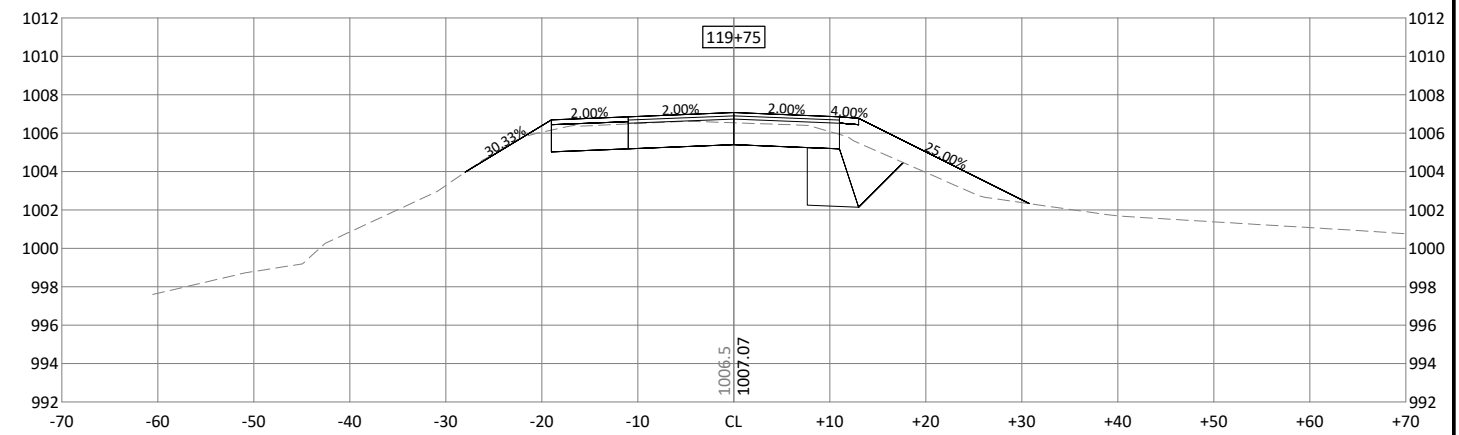
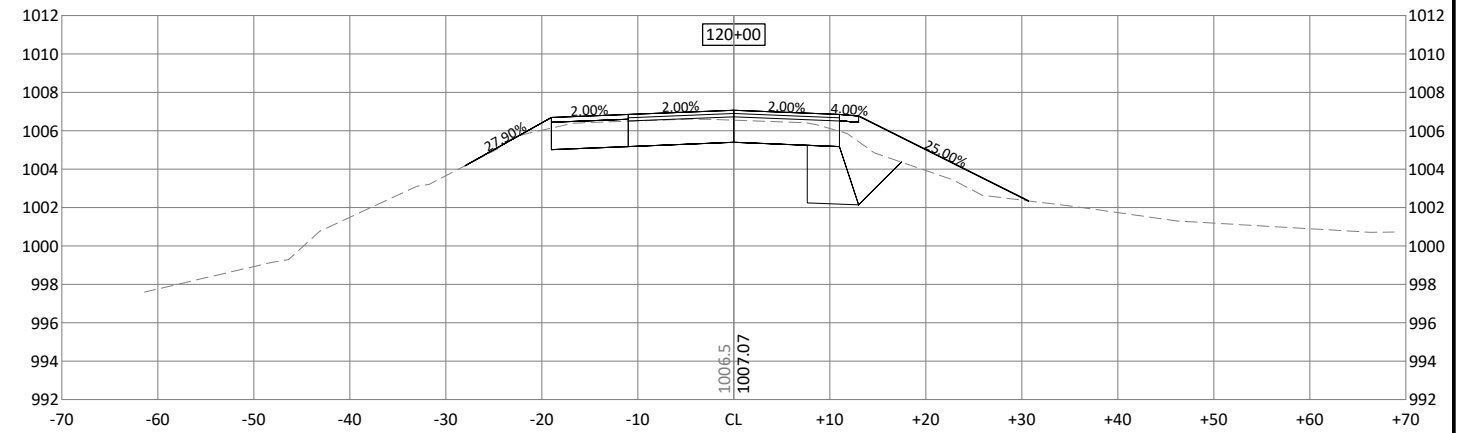
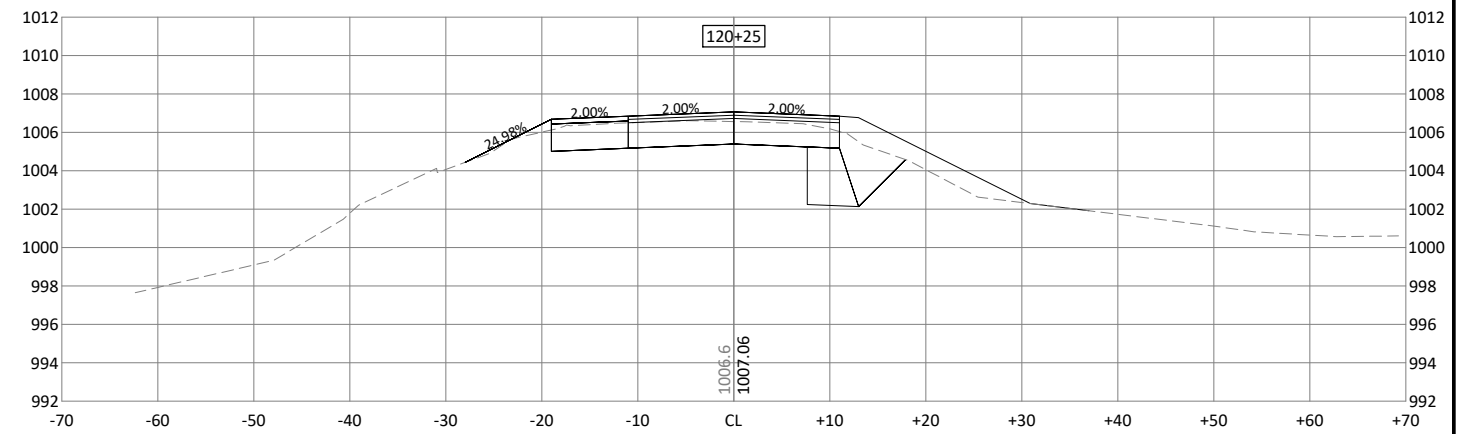
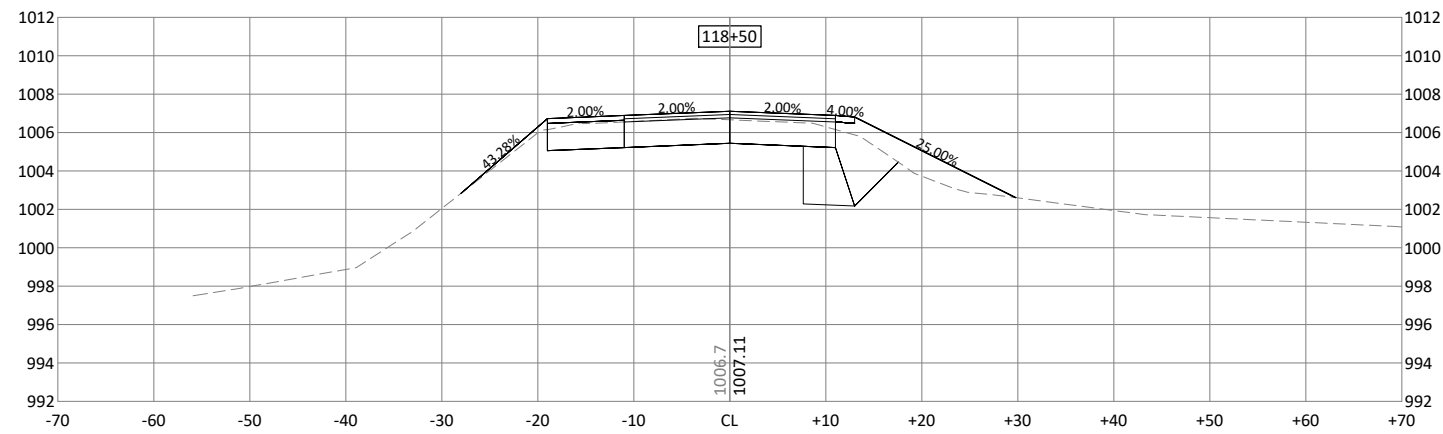
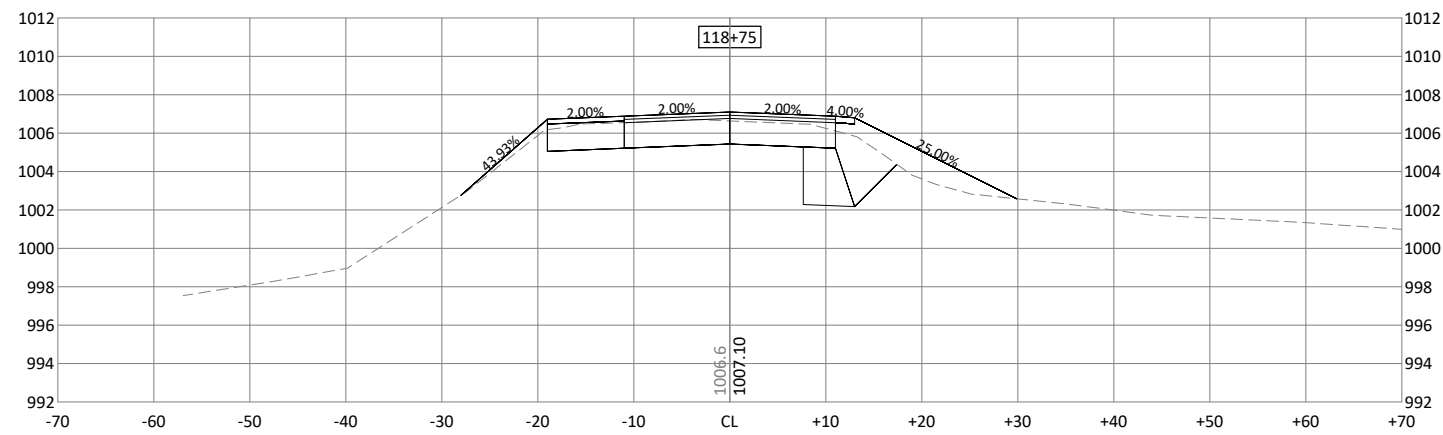
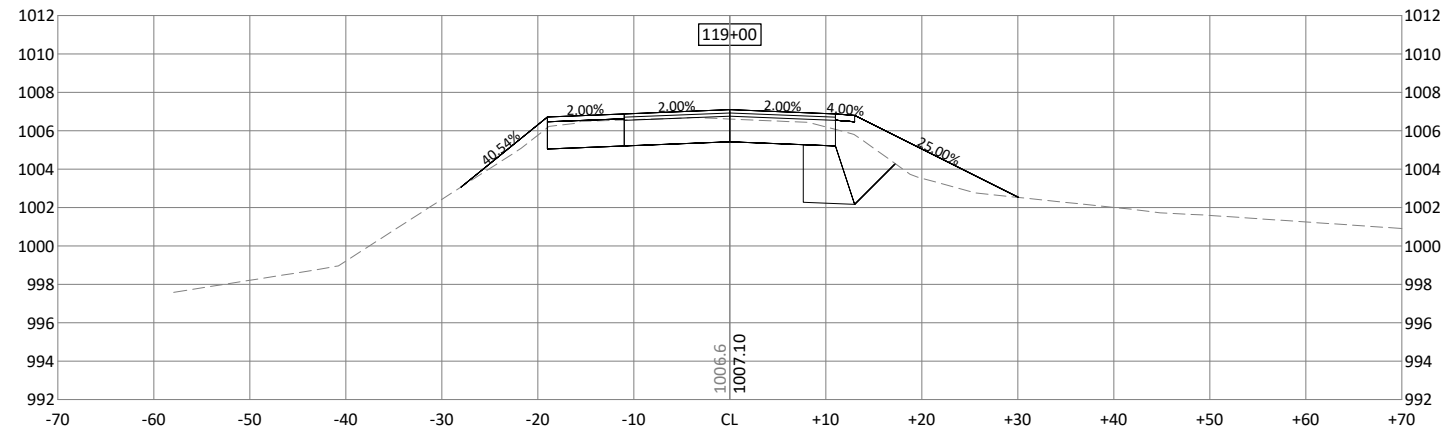
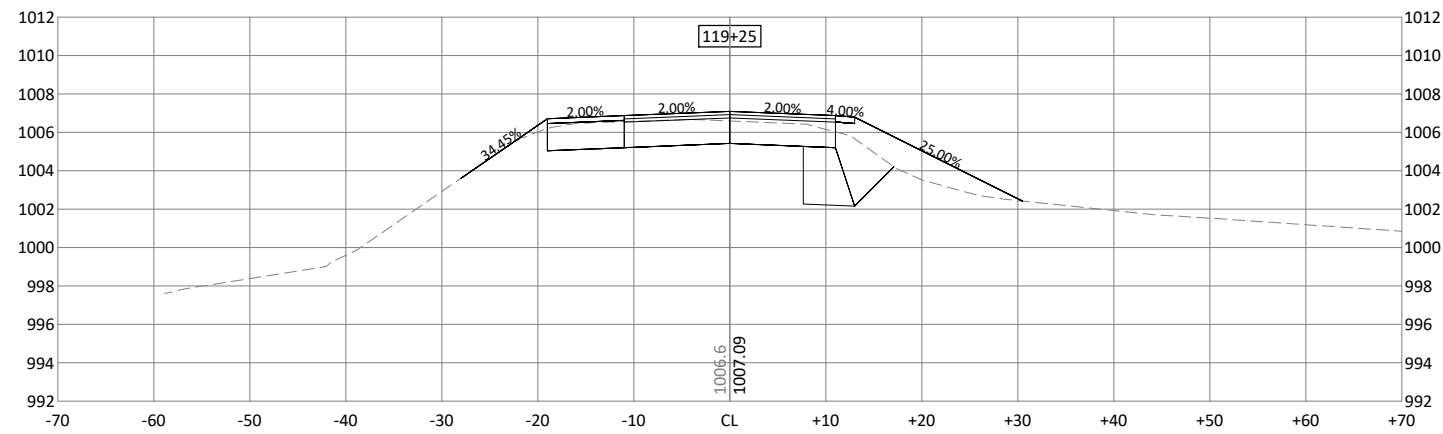


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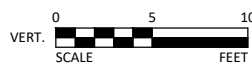
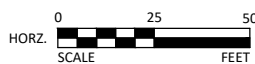
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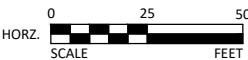
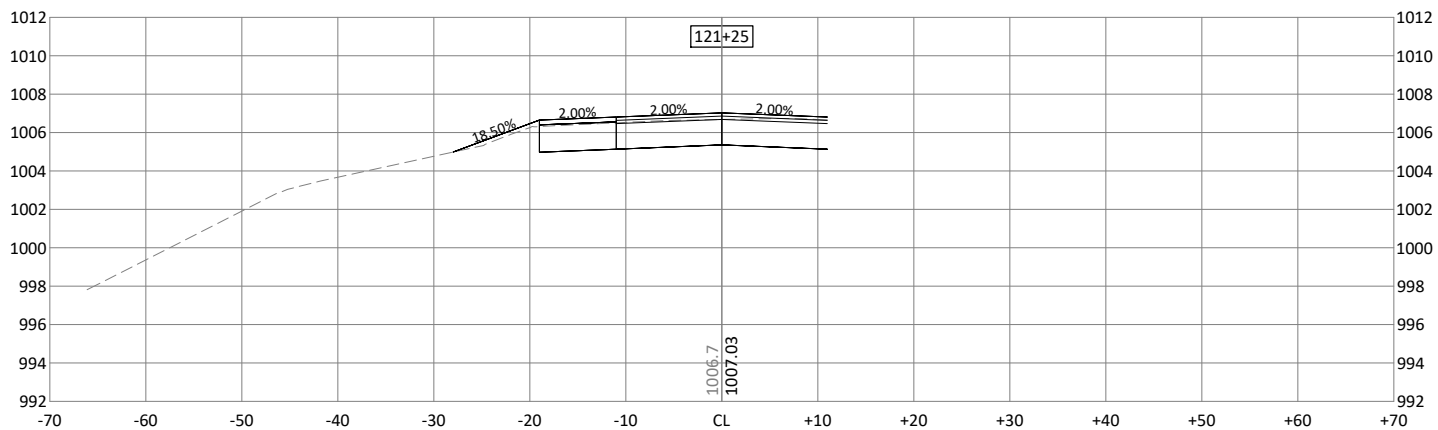
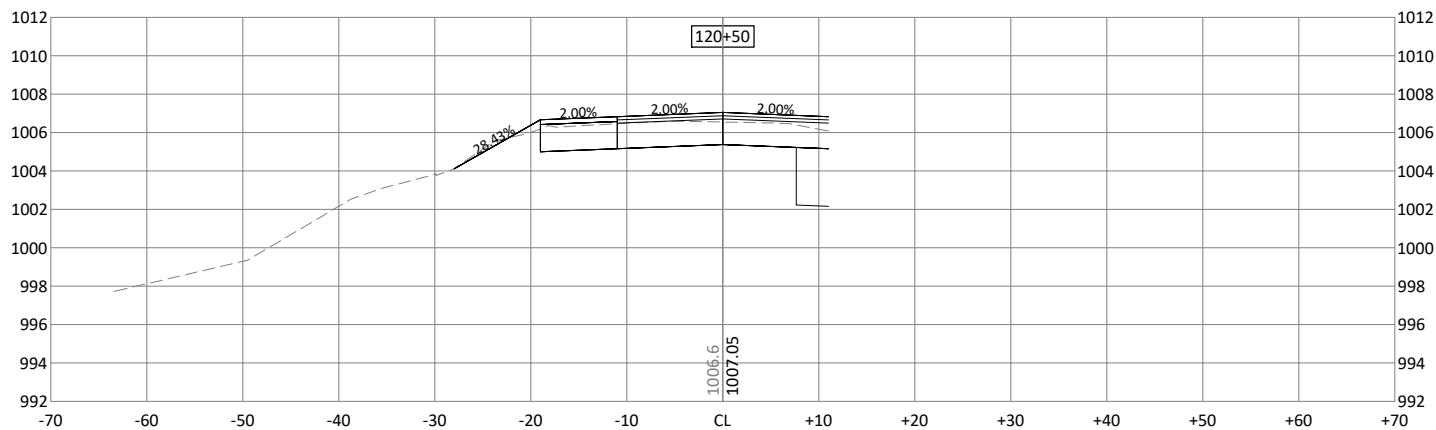
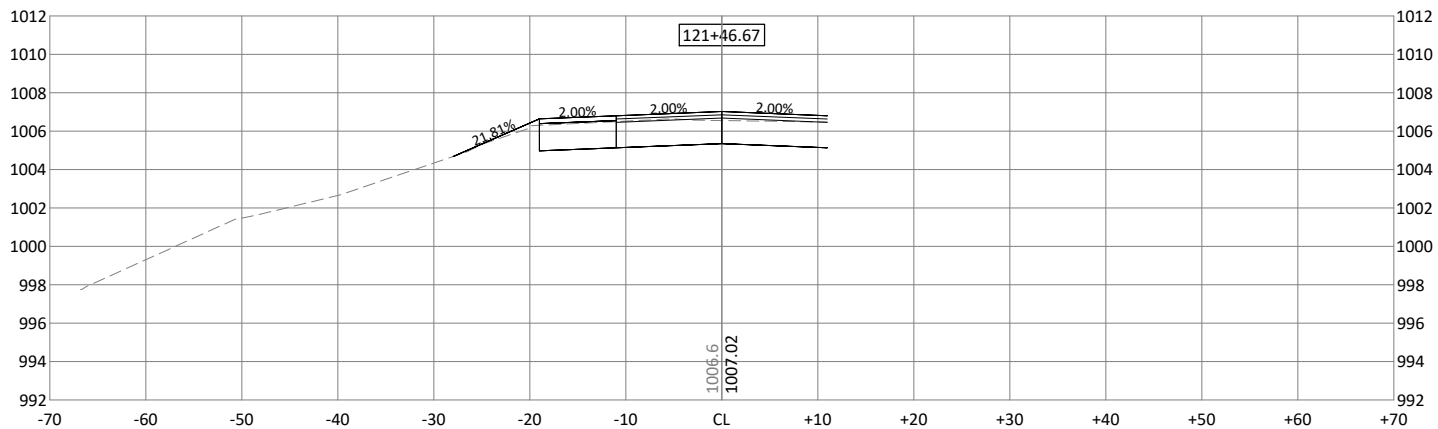
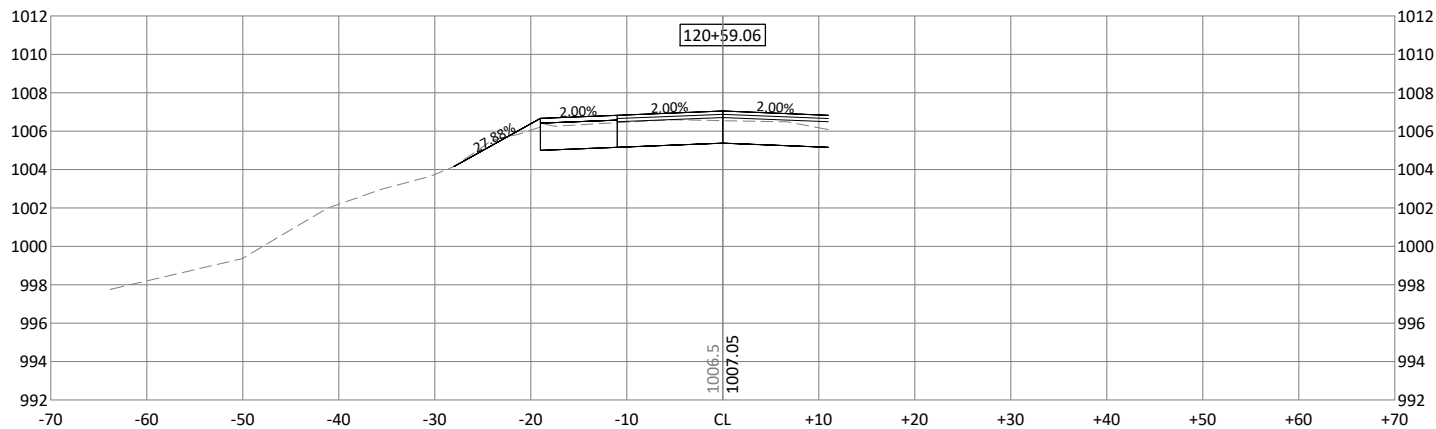
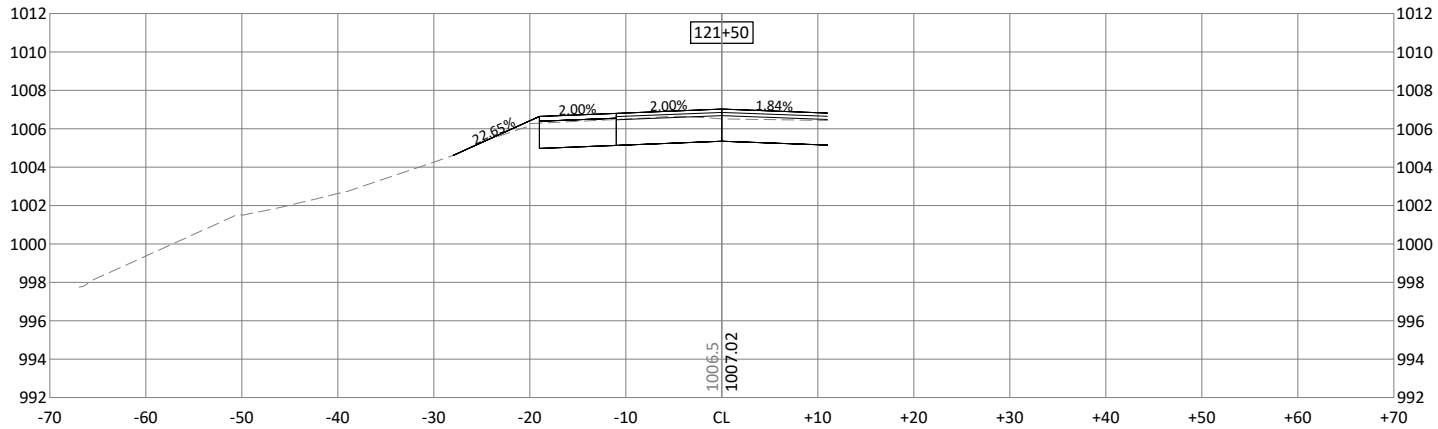
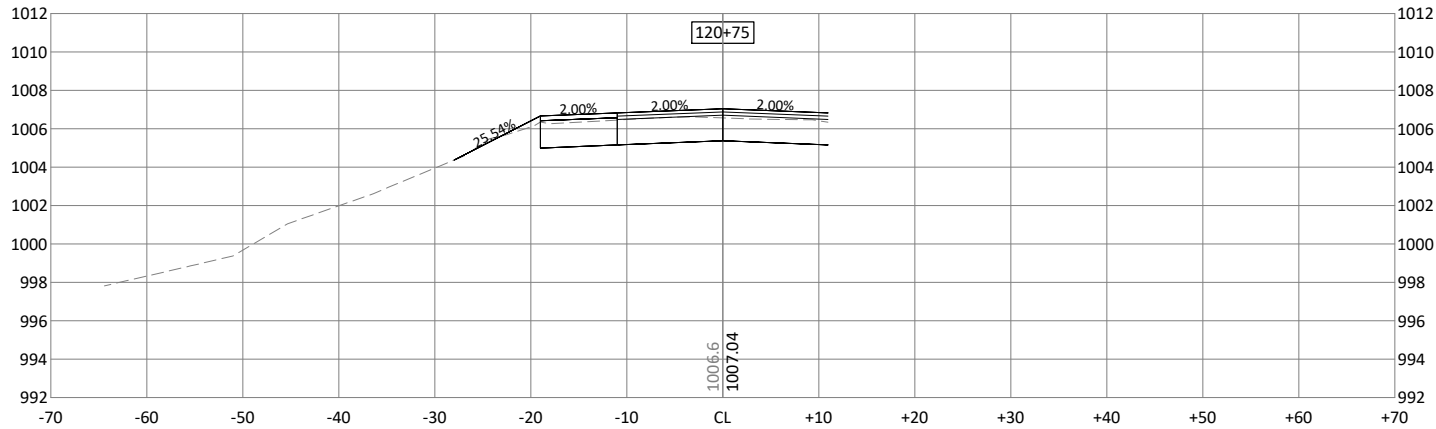
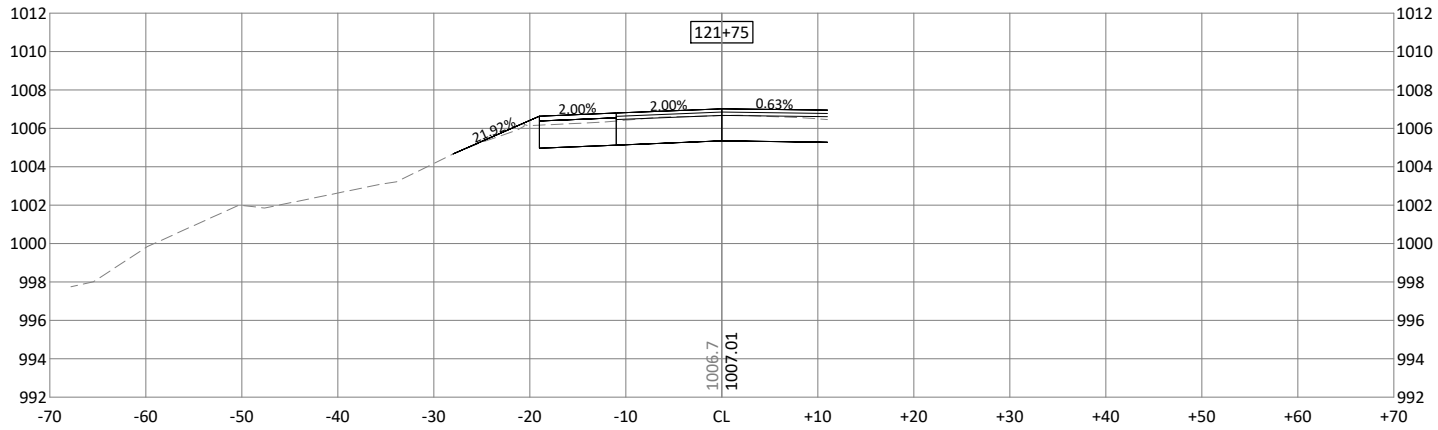
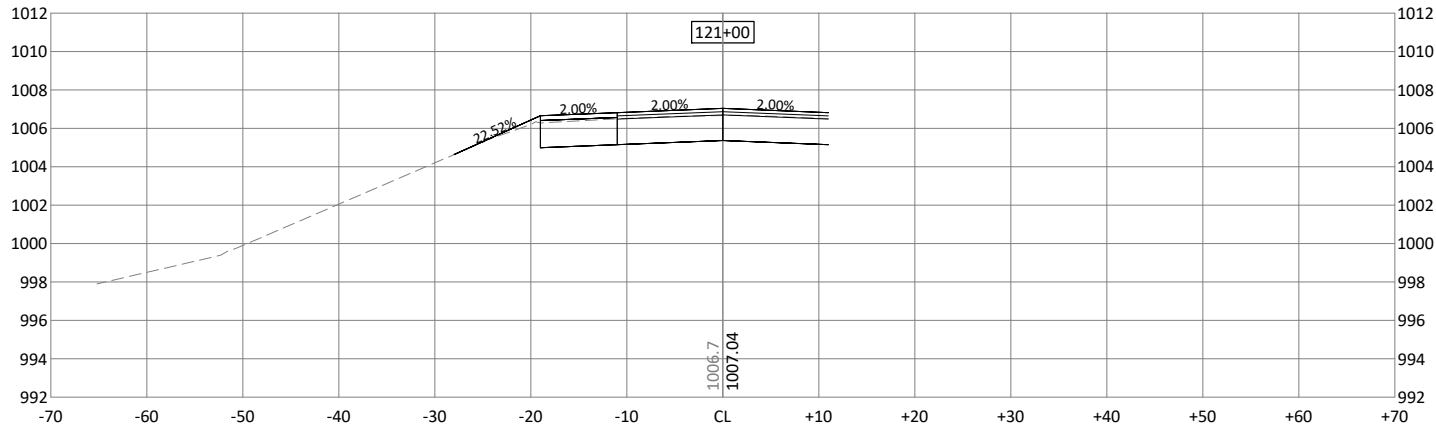
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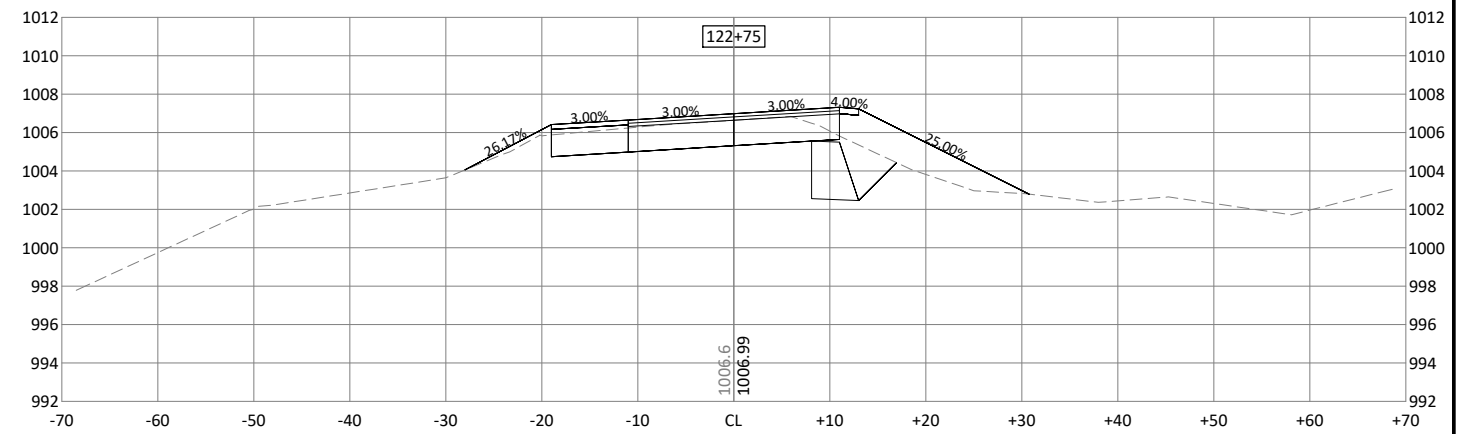
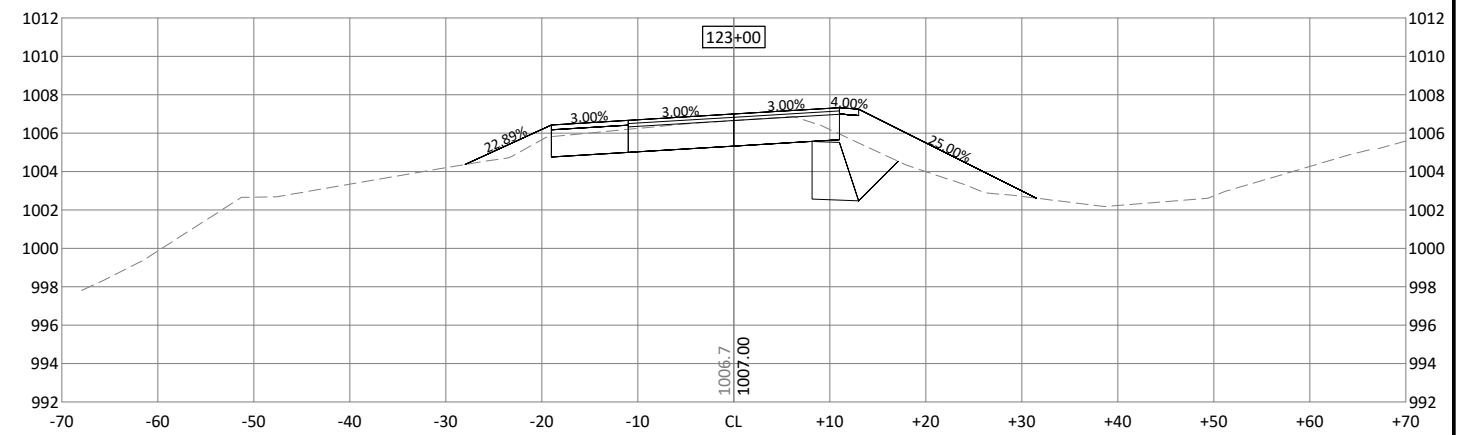
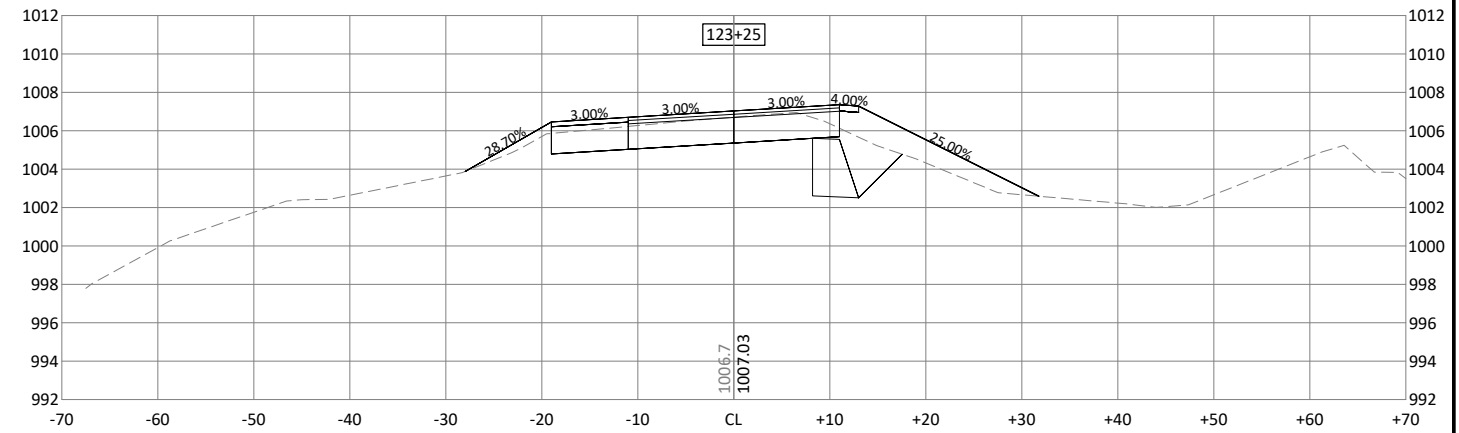
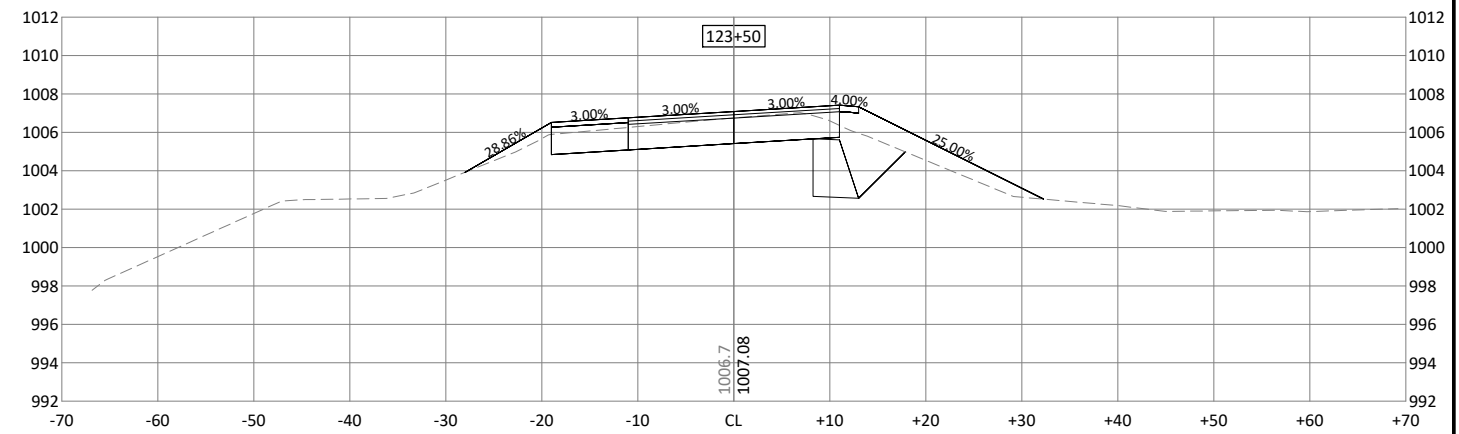
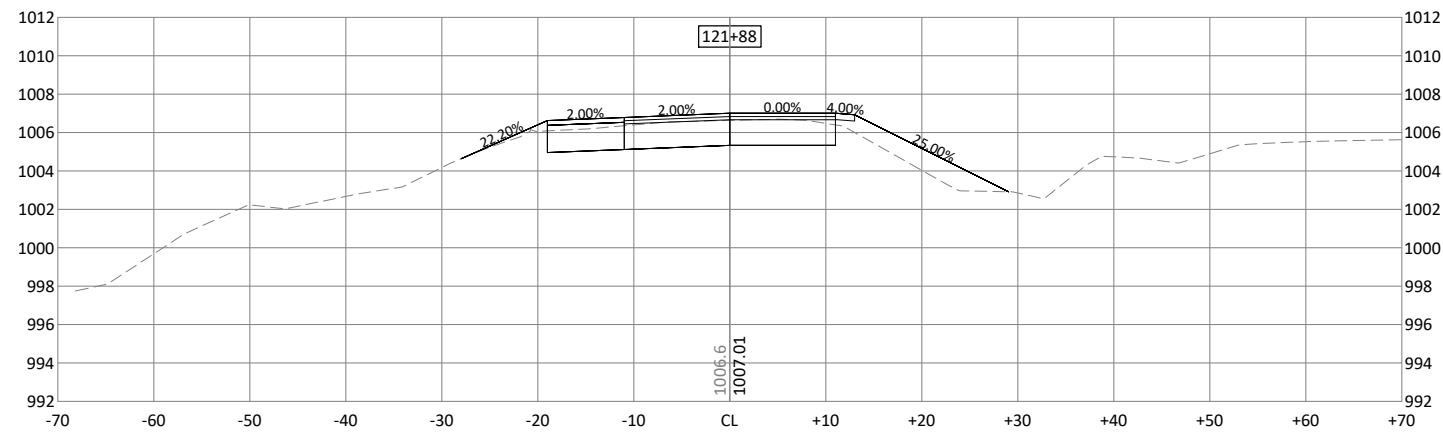
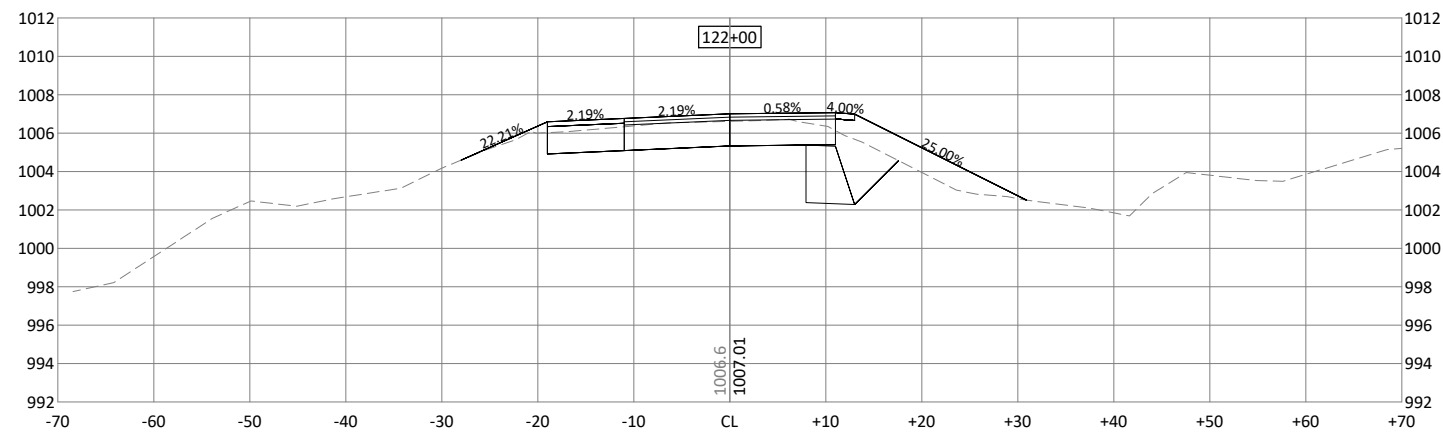
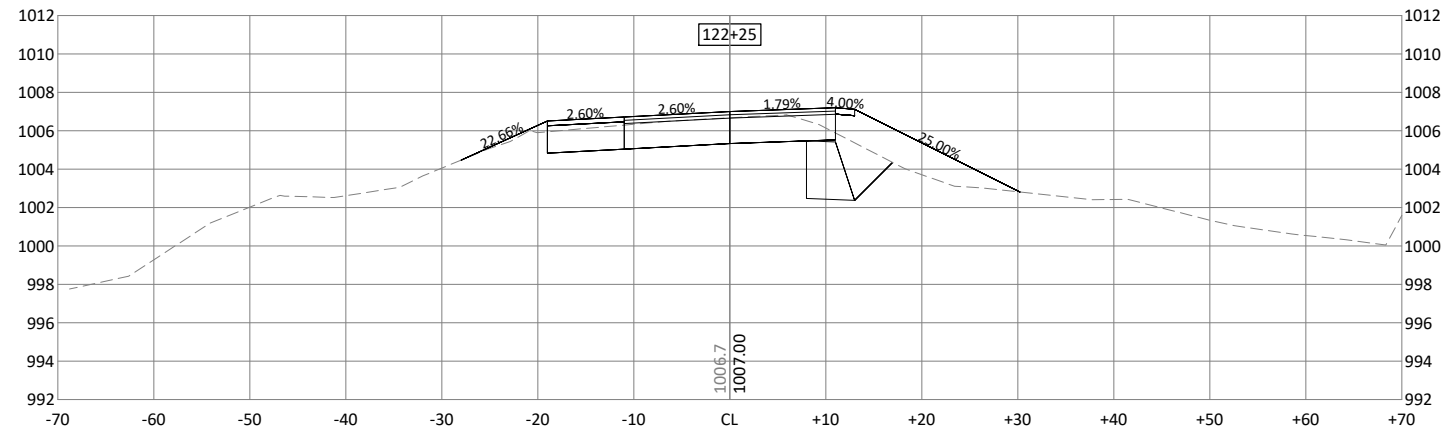
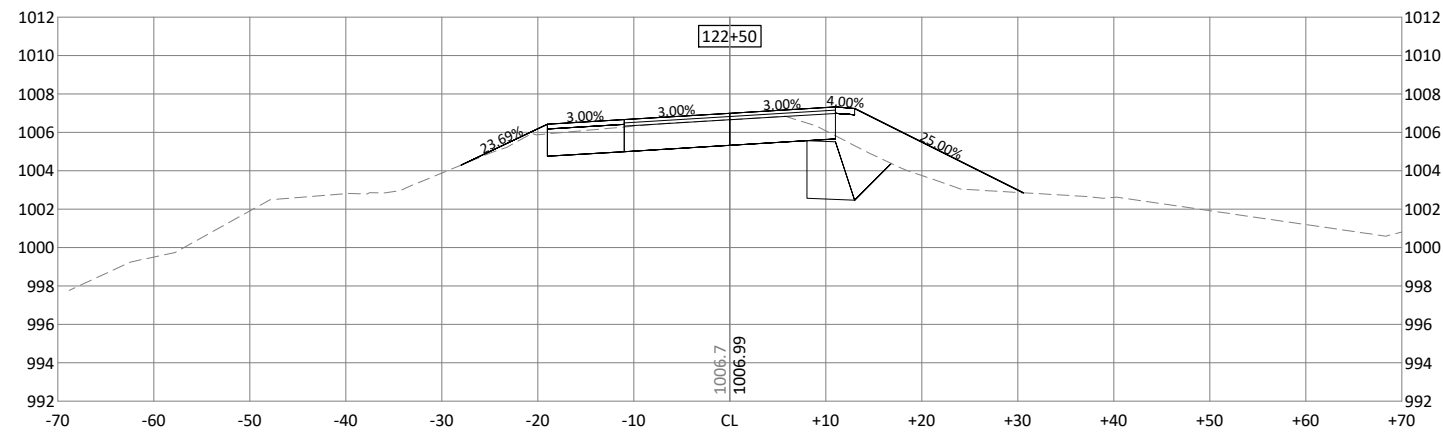
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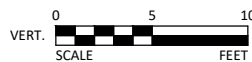
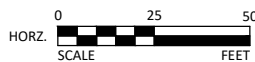
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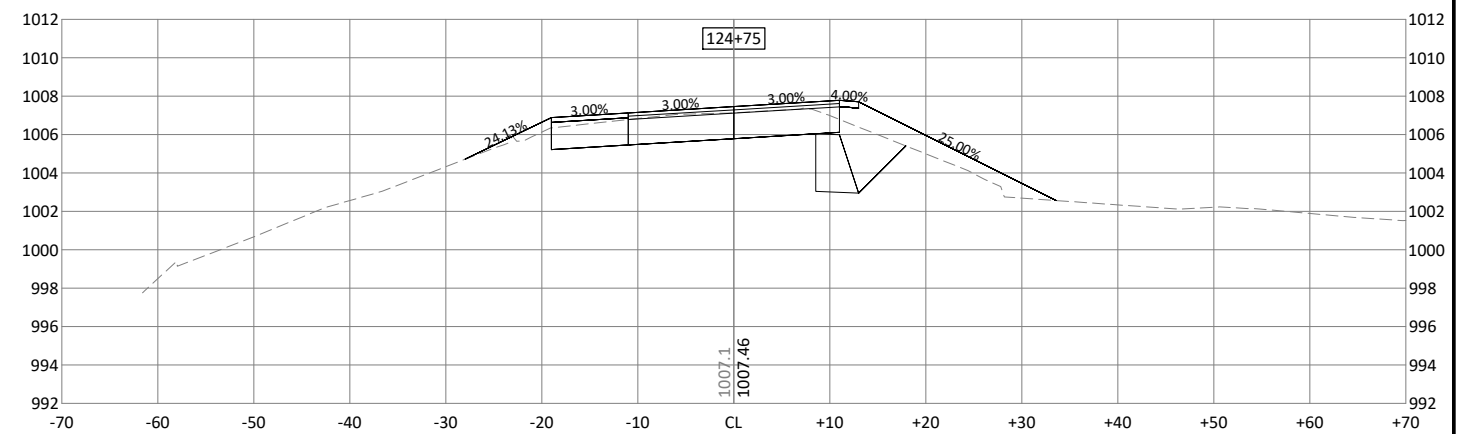
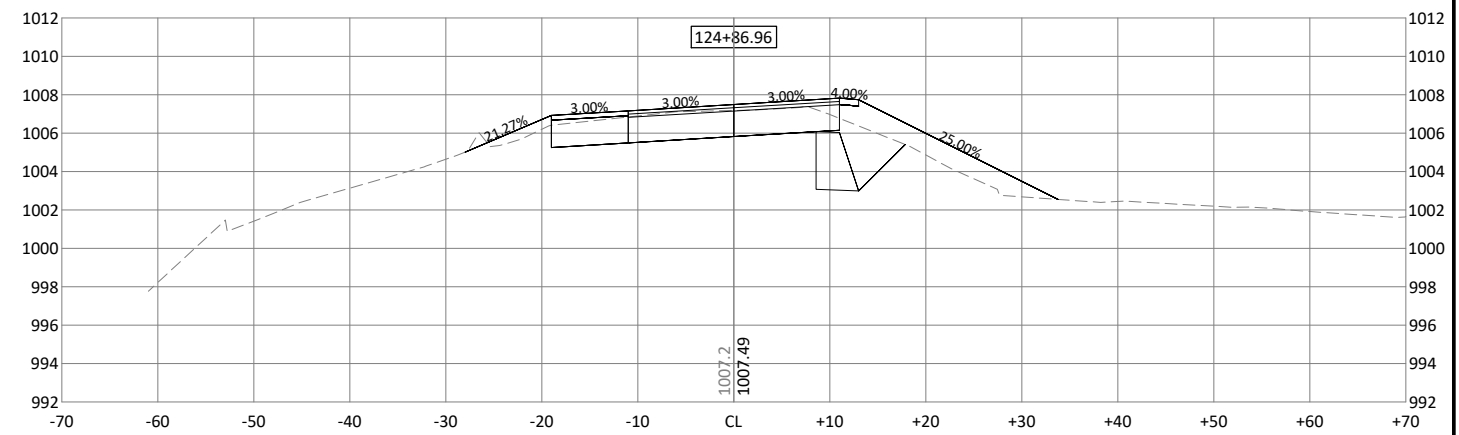
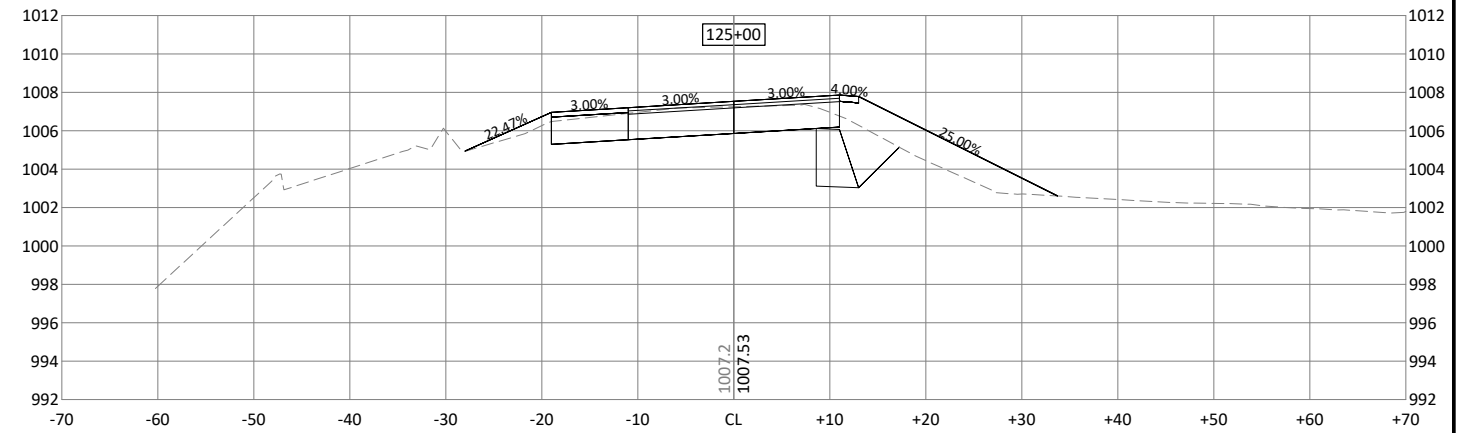
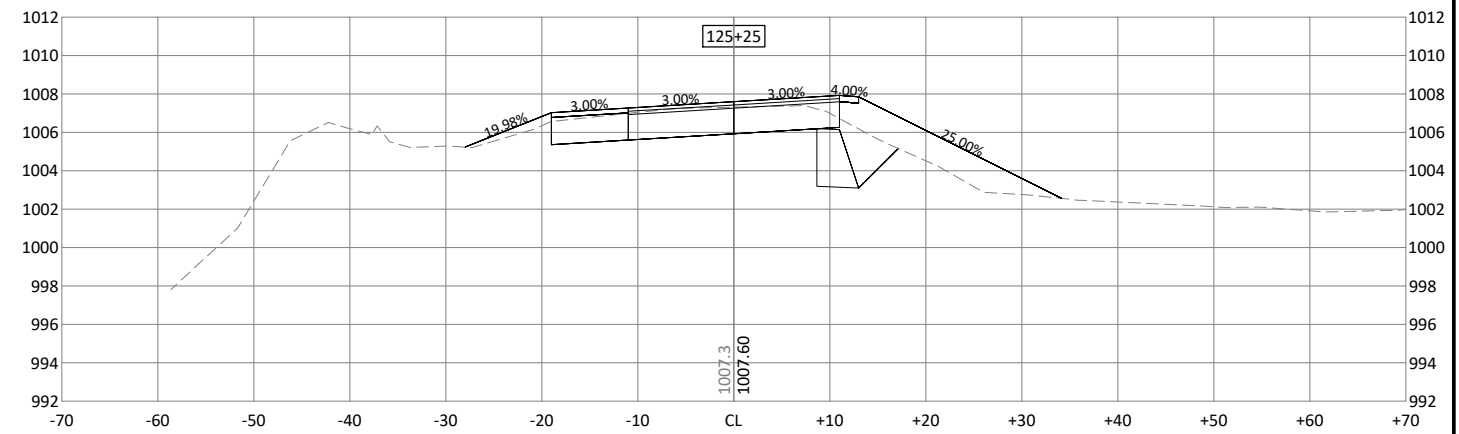
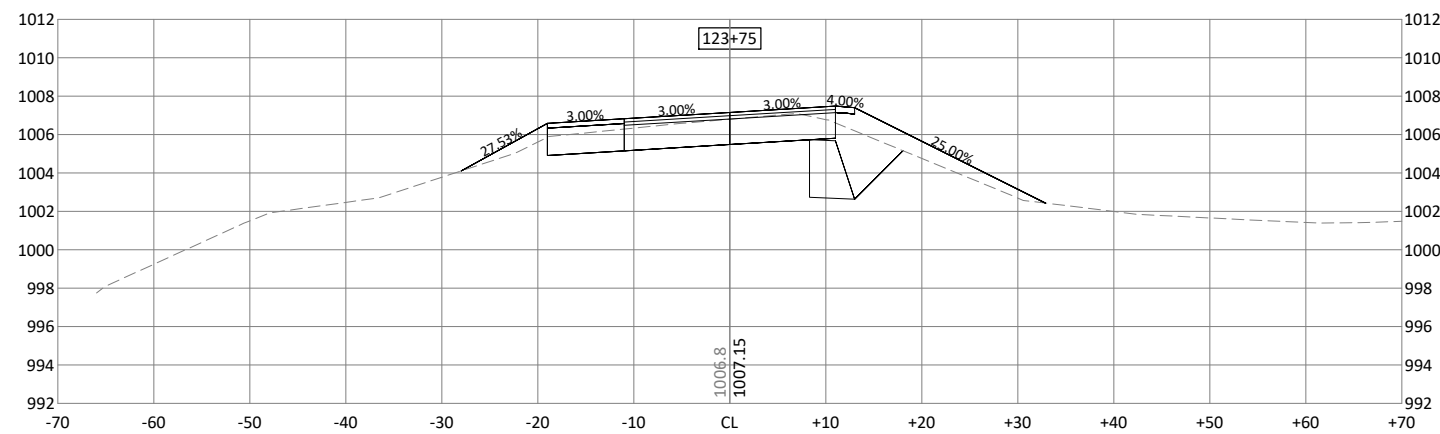
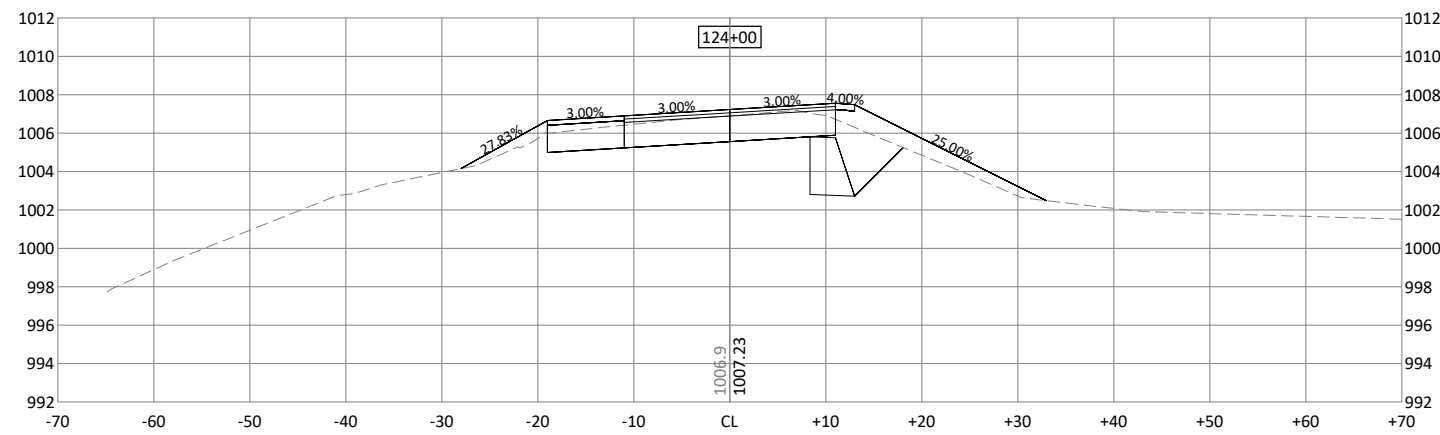
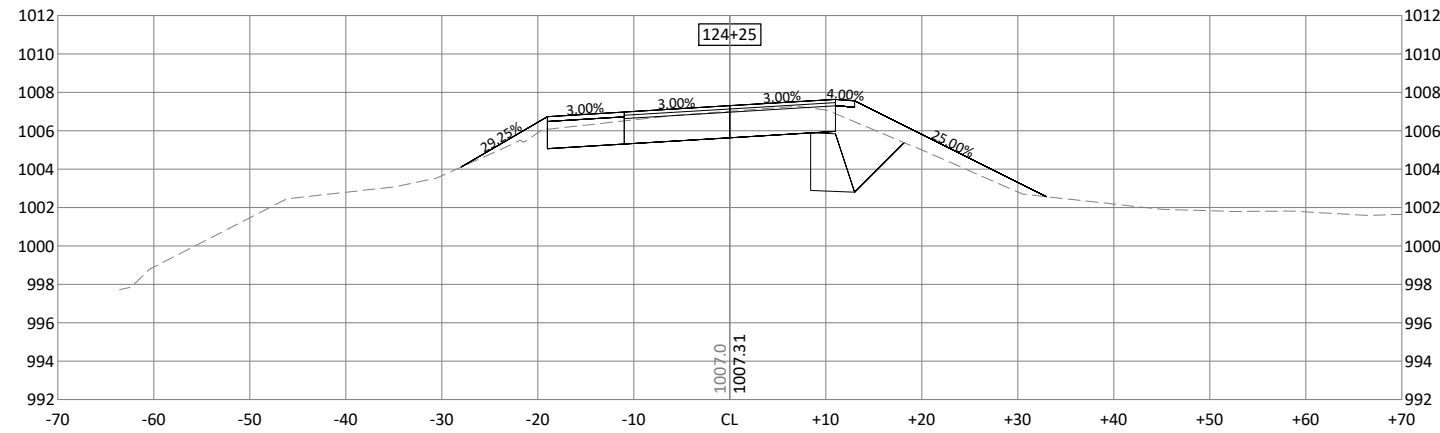
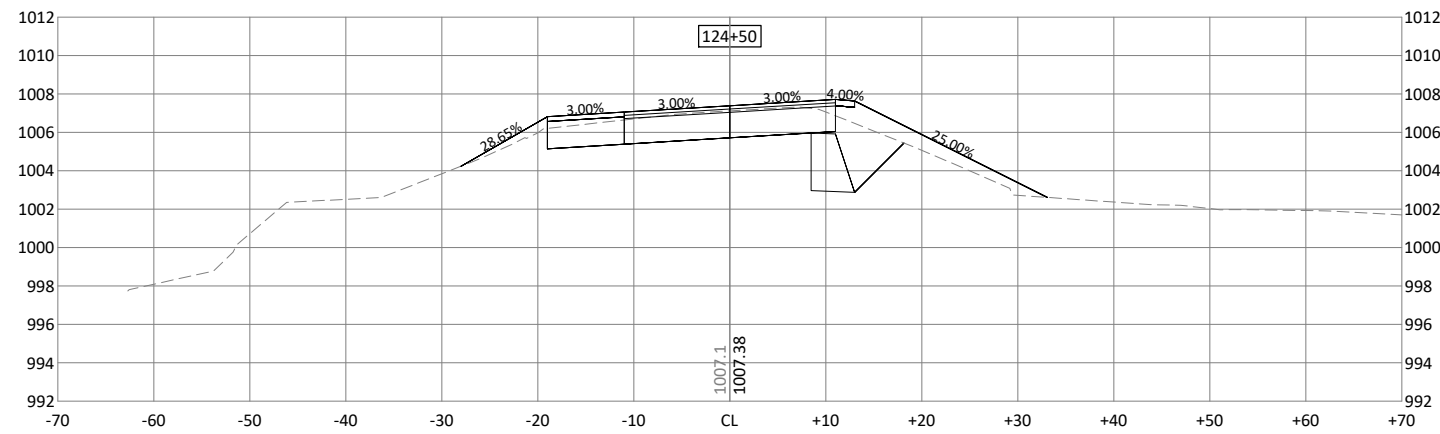
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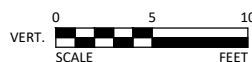
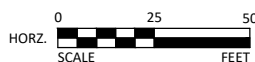
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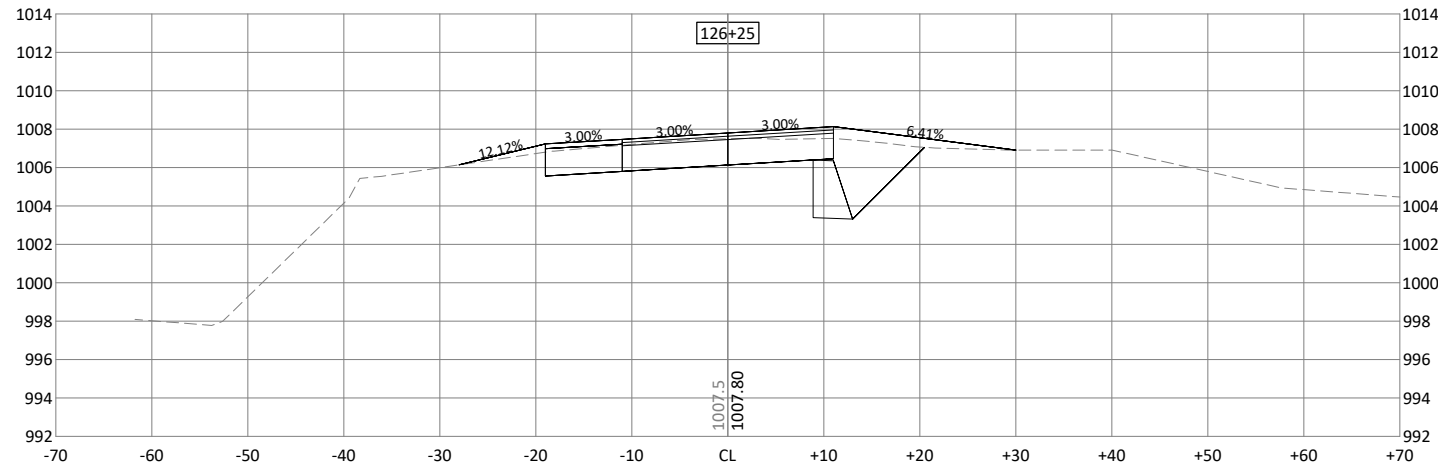
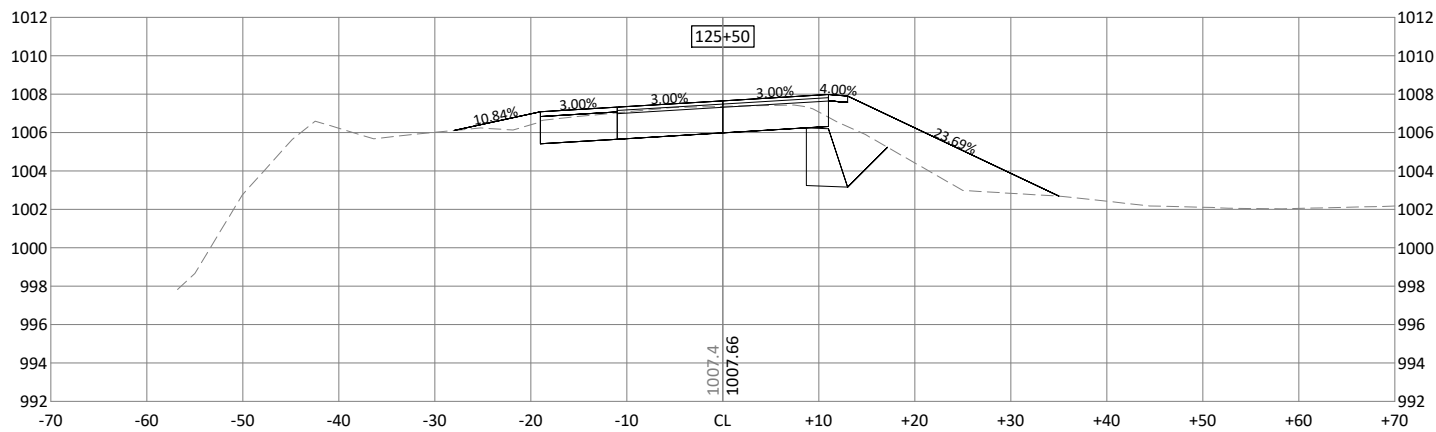
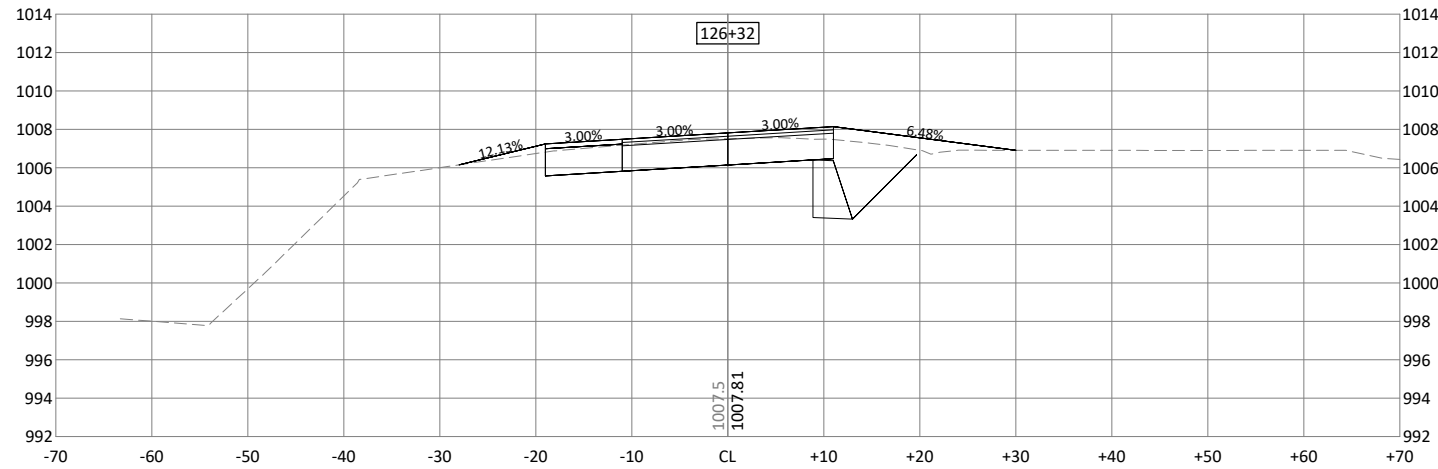
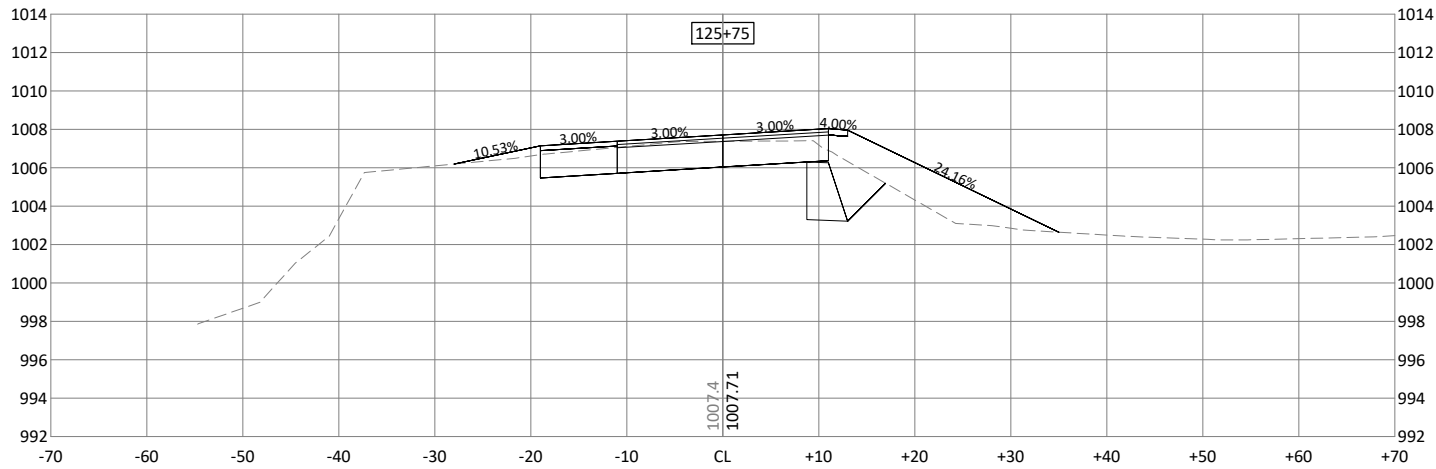
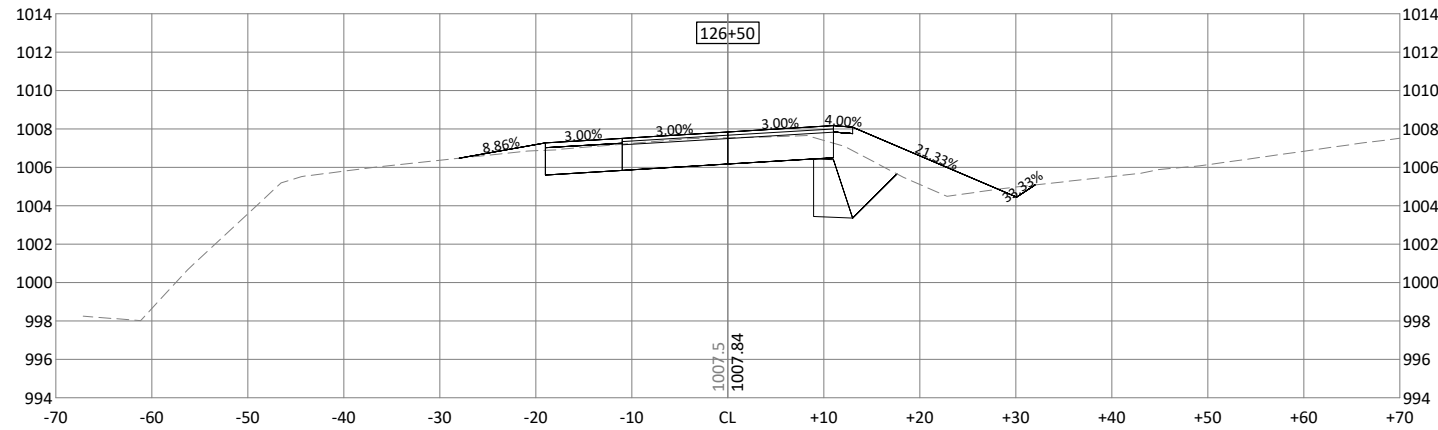
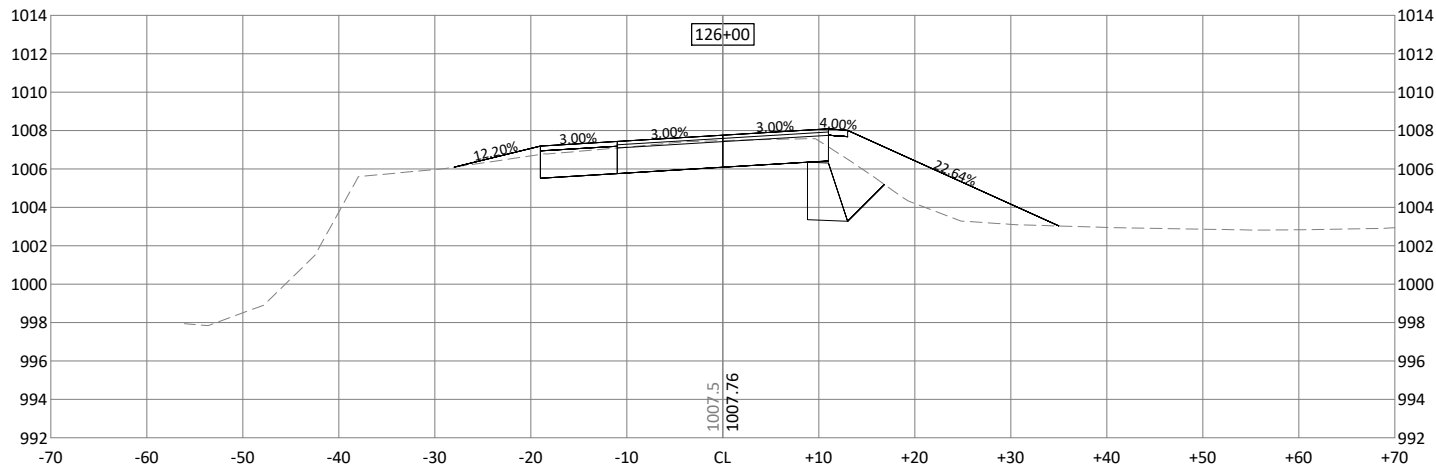
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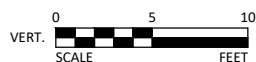
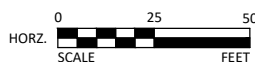
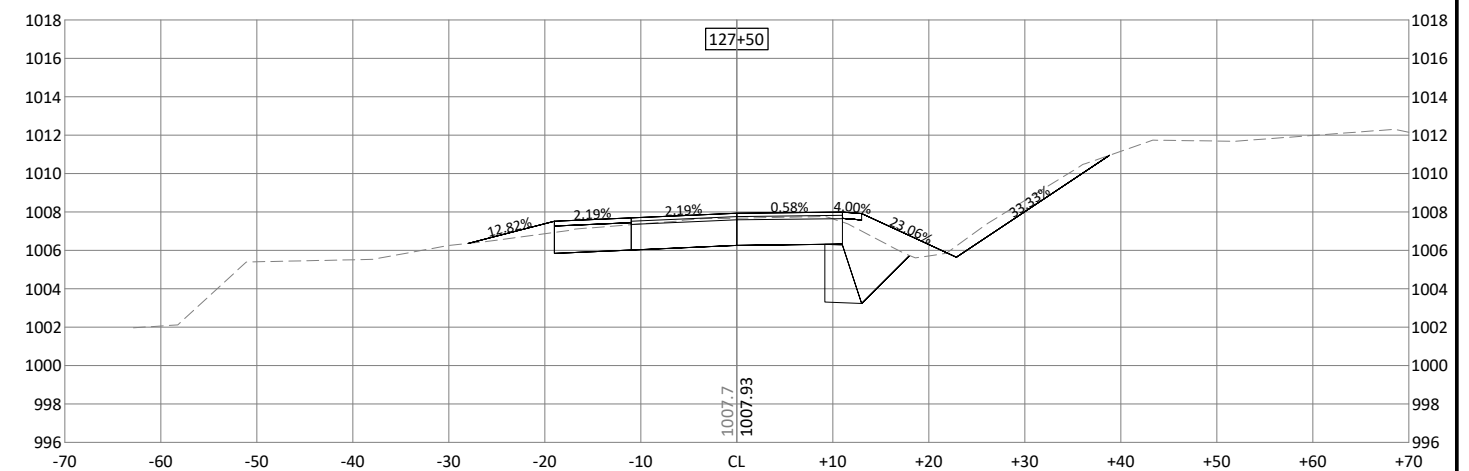
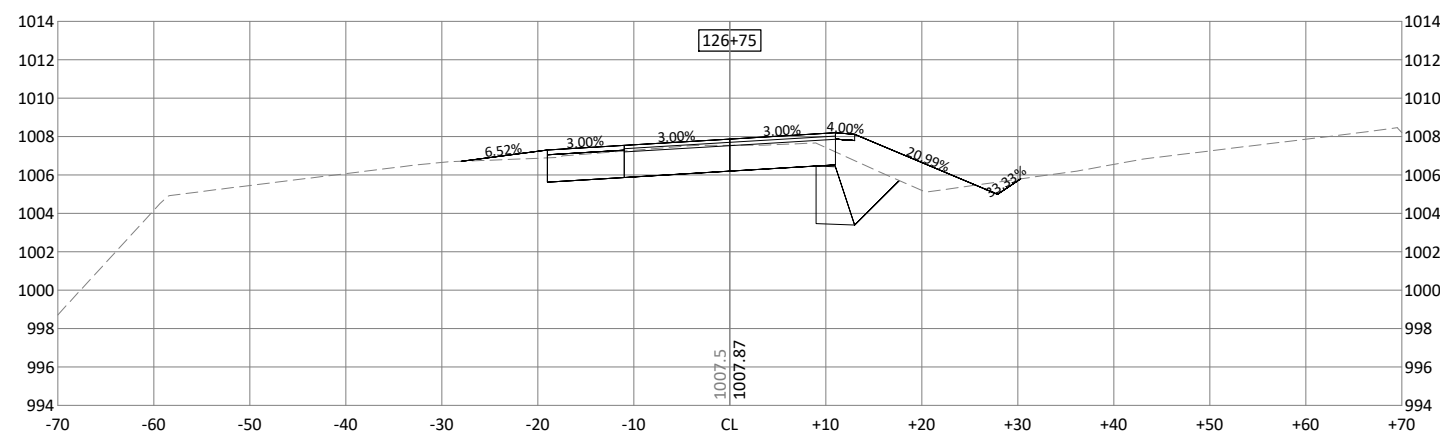
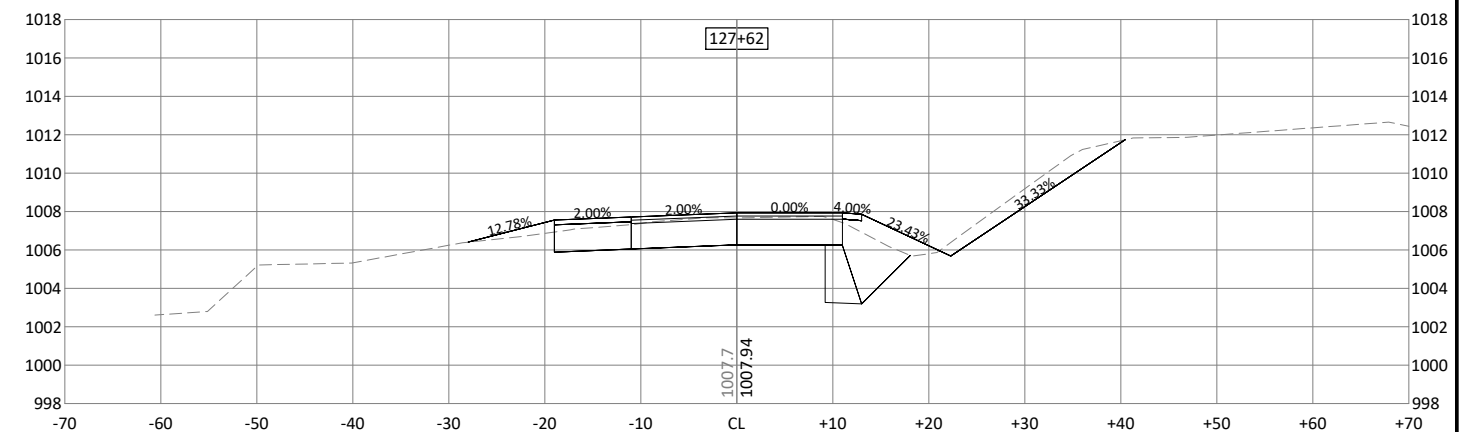
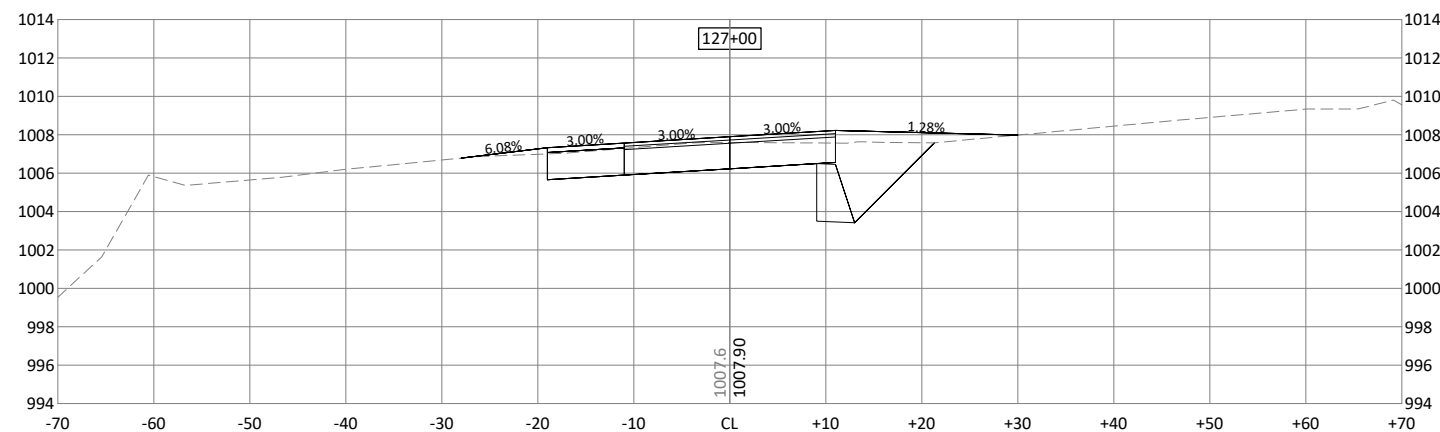
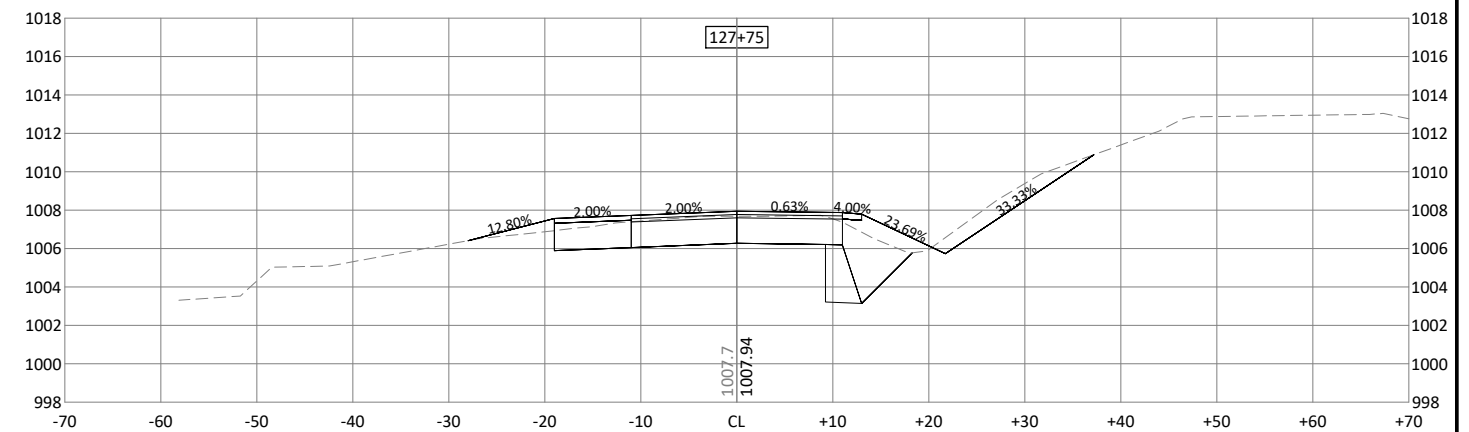
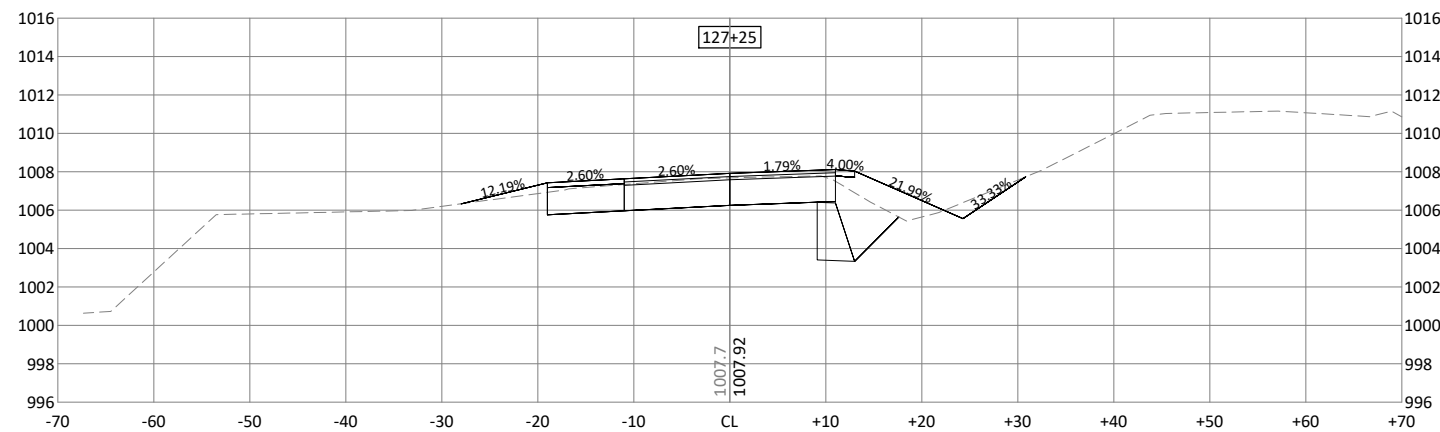
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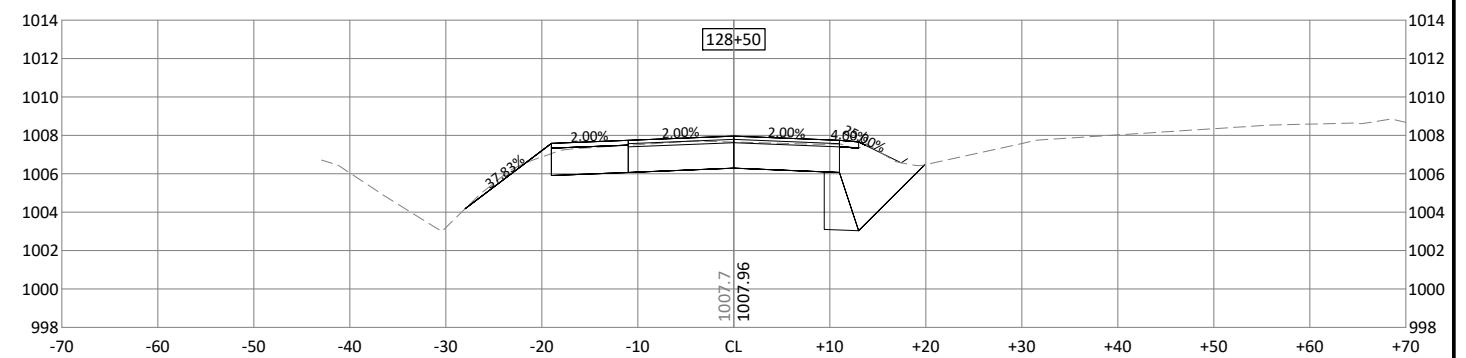
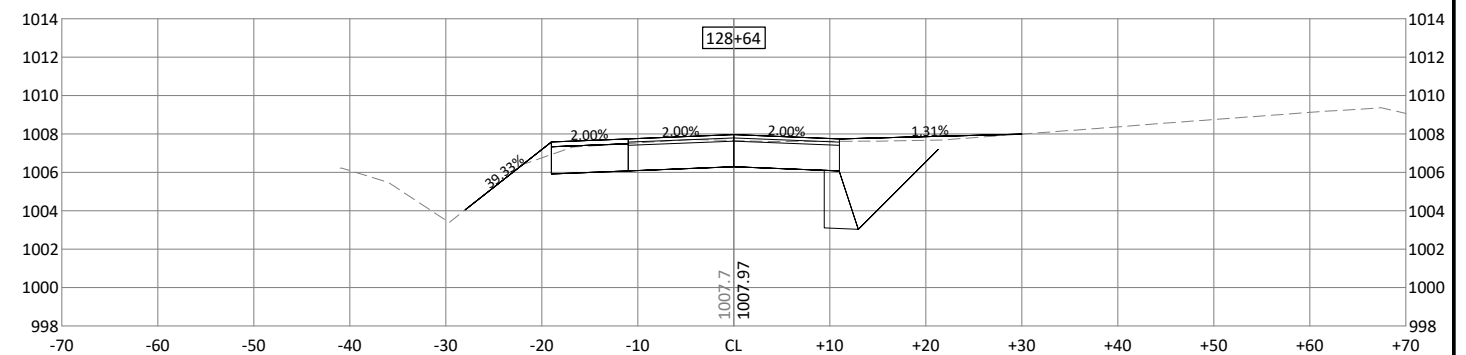
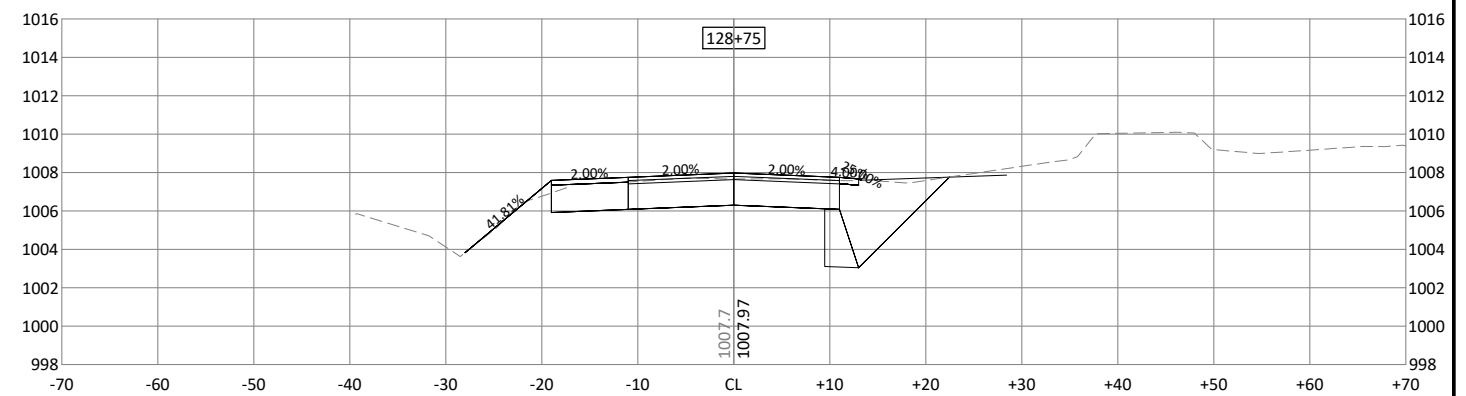
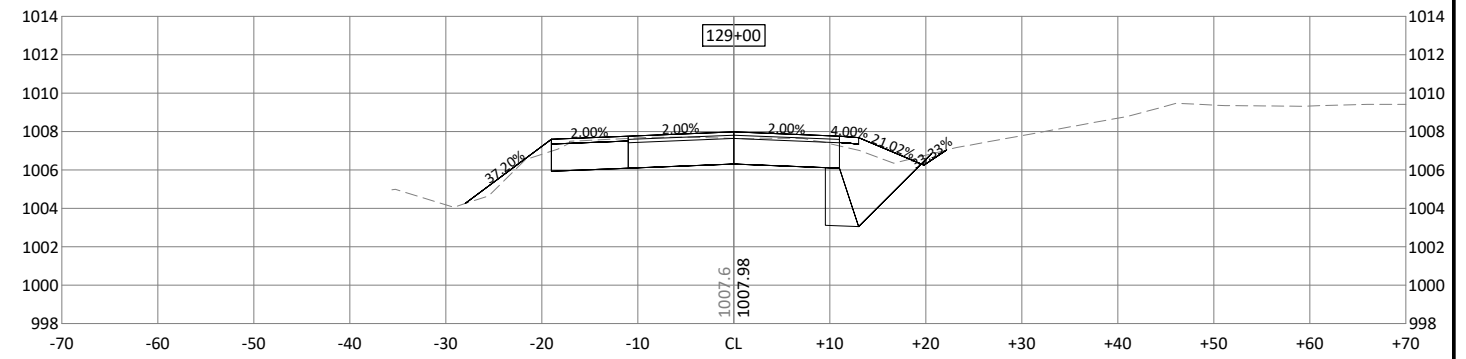
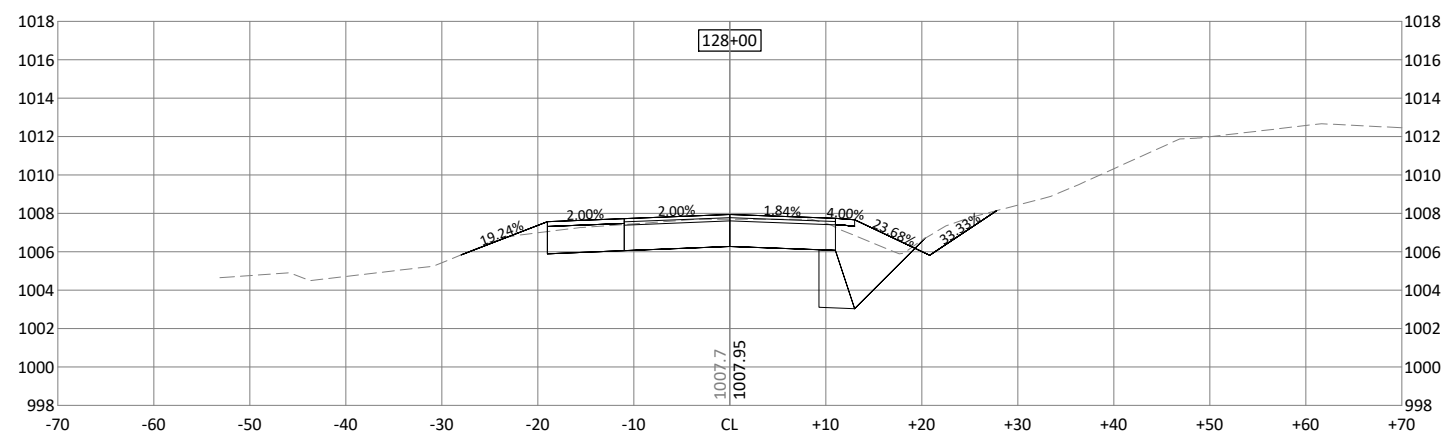
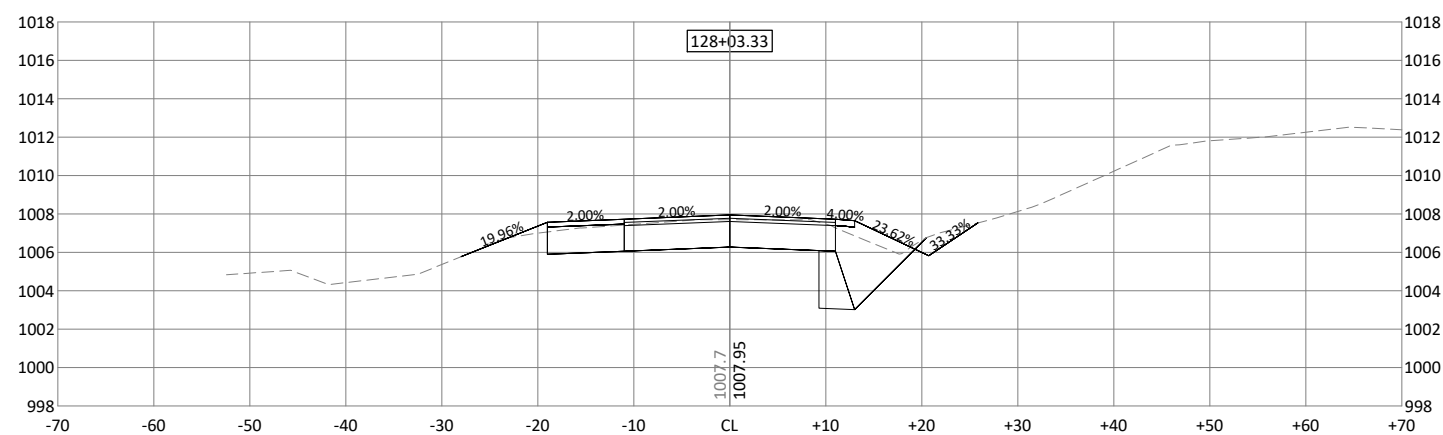
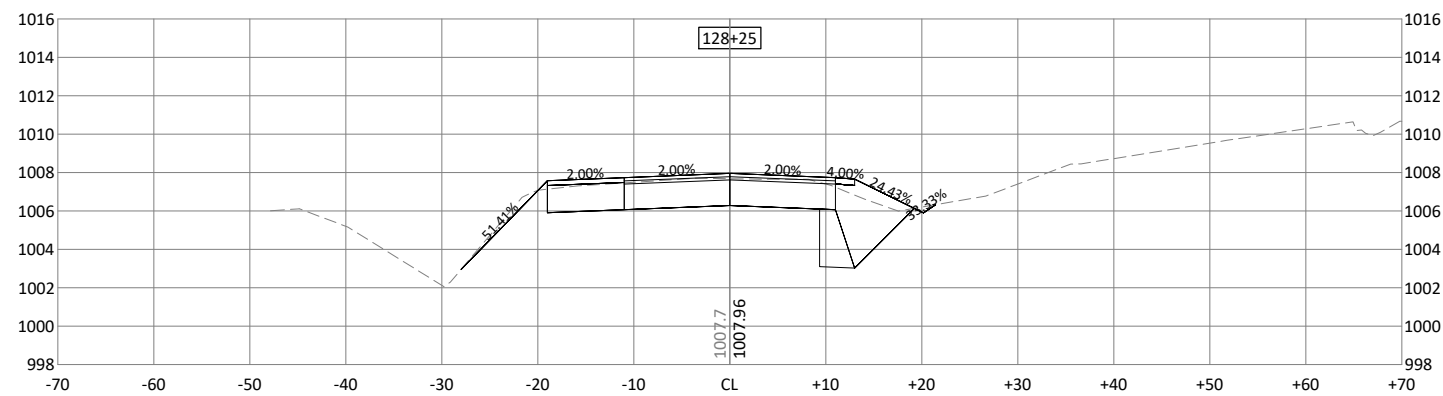
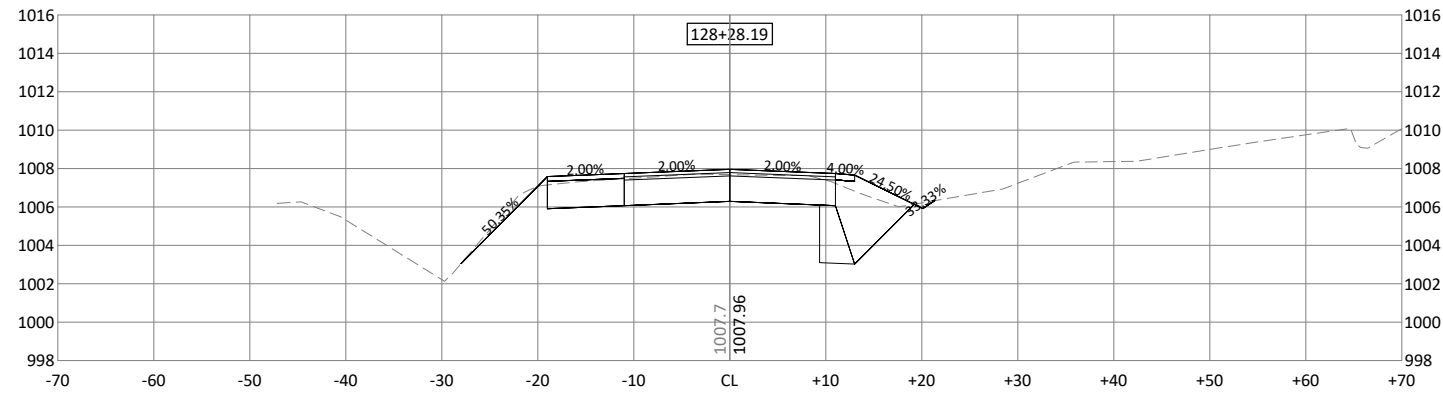
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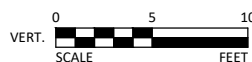
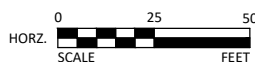
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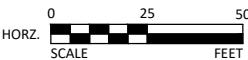
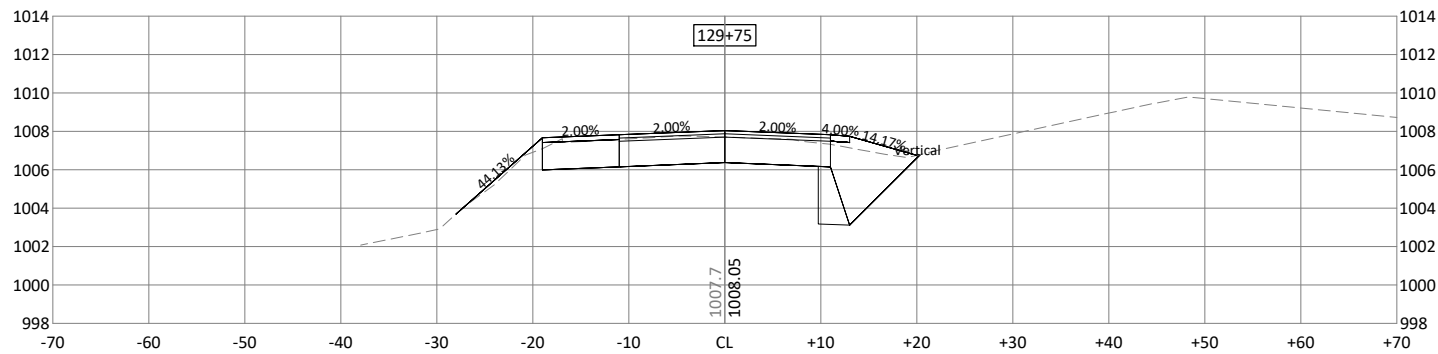
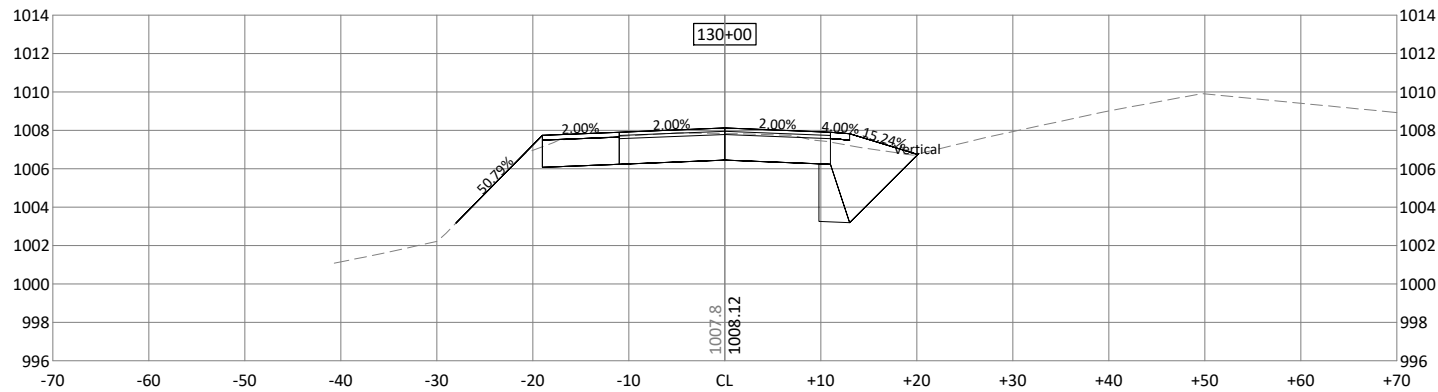
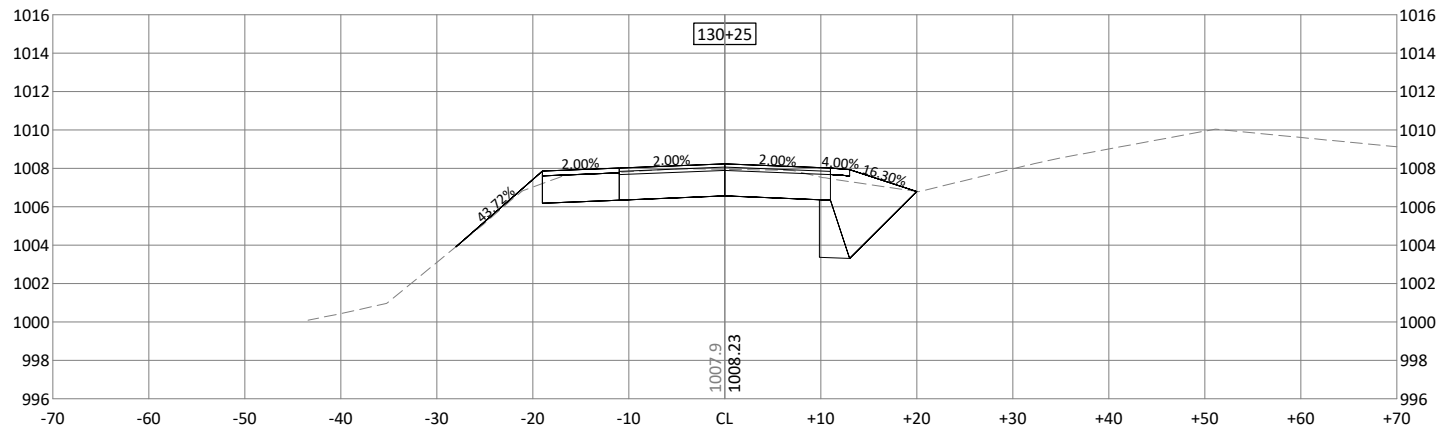
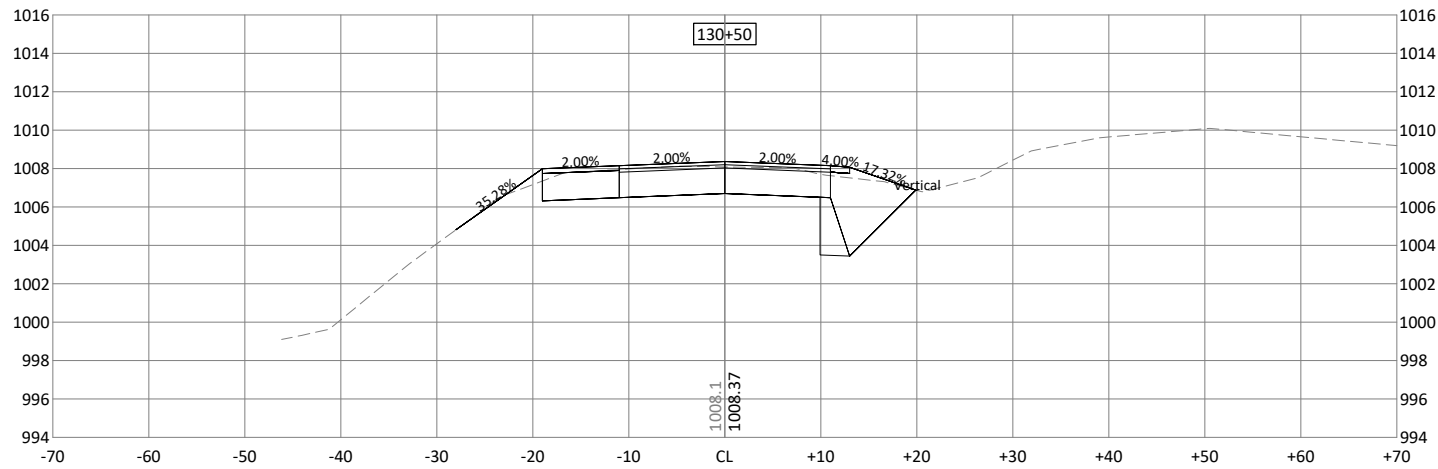
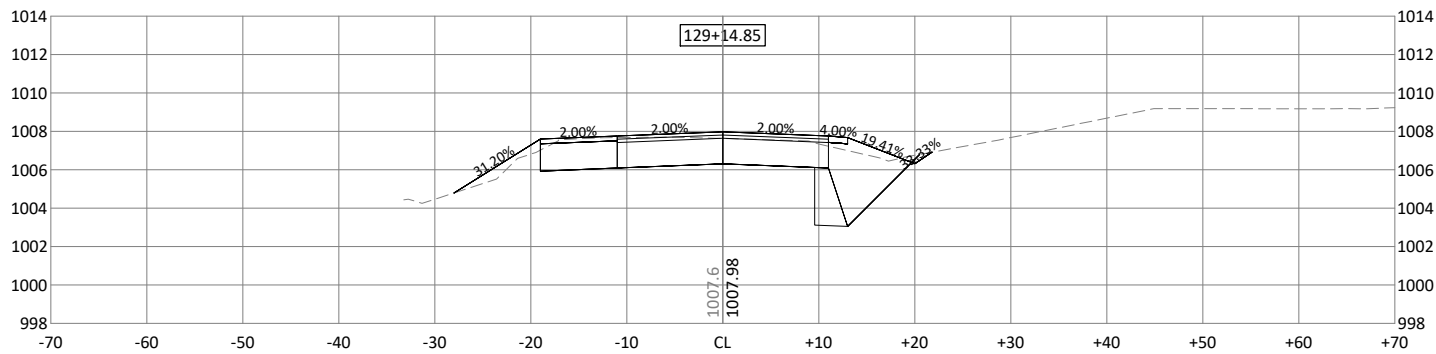
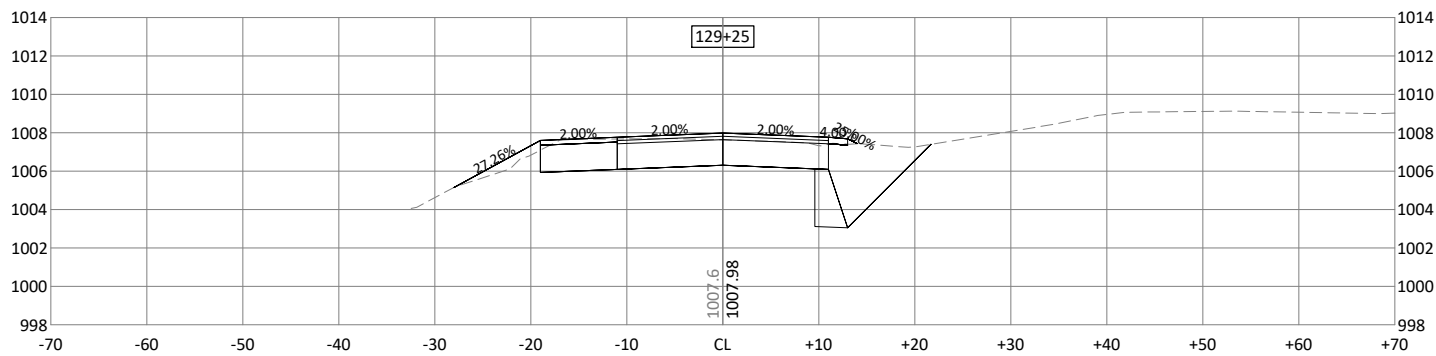
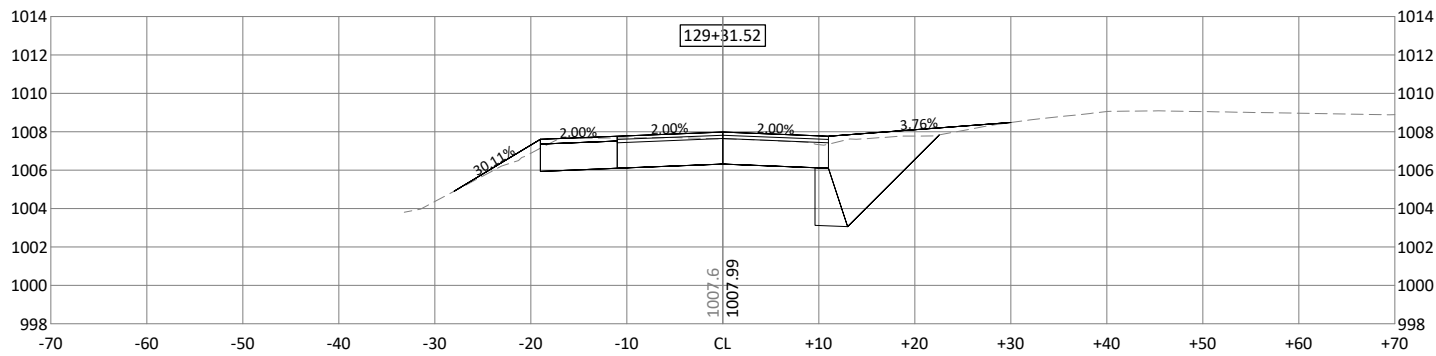
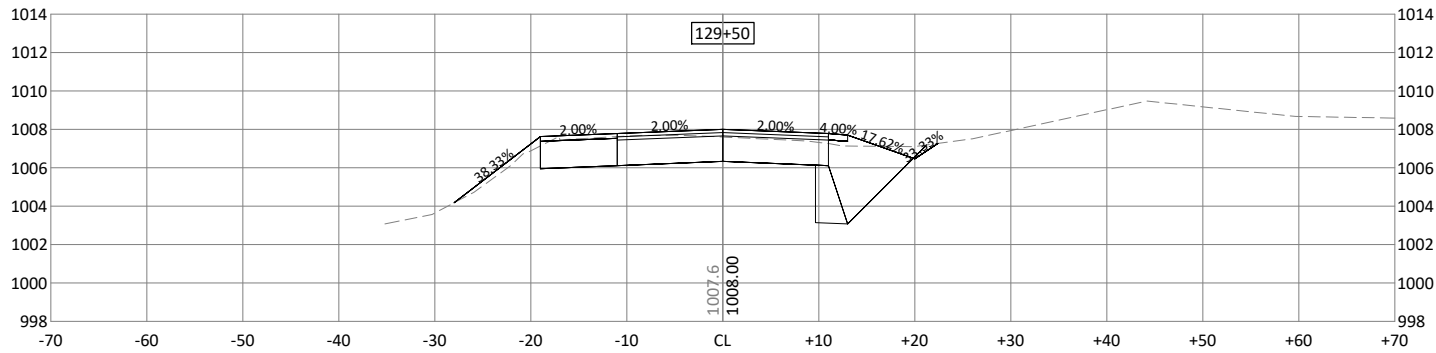
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JOSHUA J. HALVORSON
LIC. NO. 46291 DATE XX/XX/XXXX



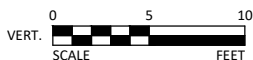
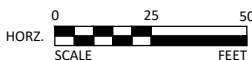
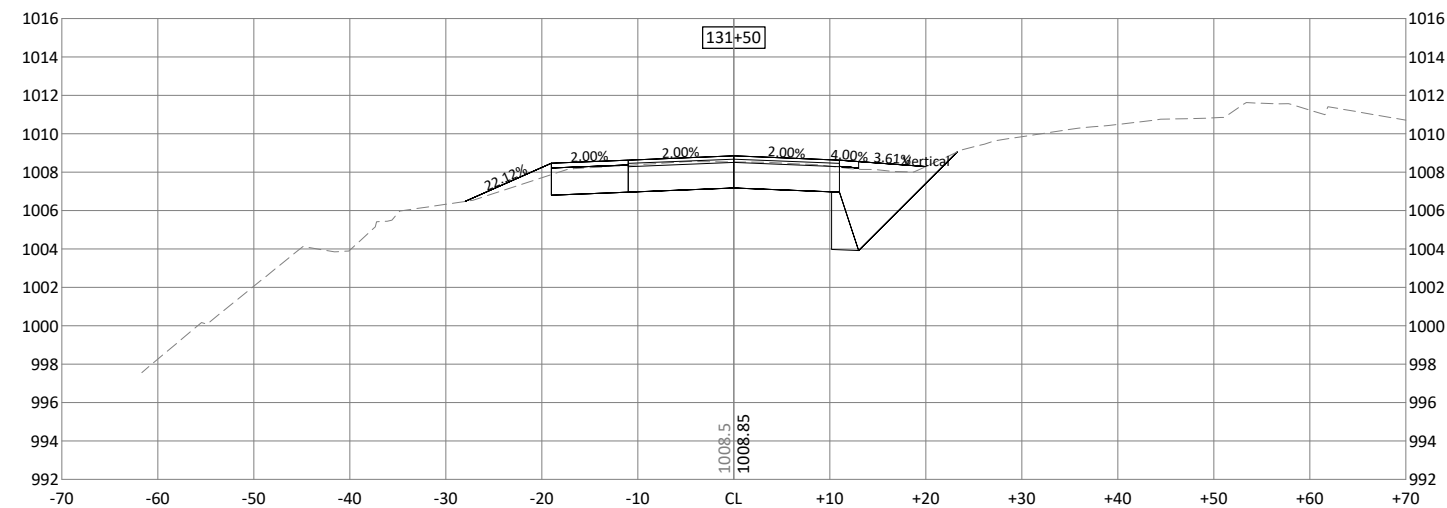
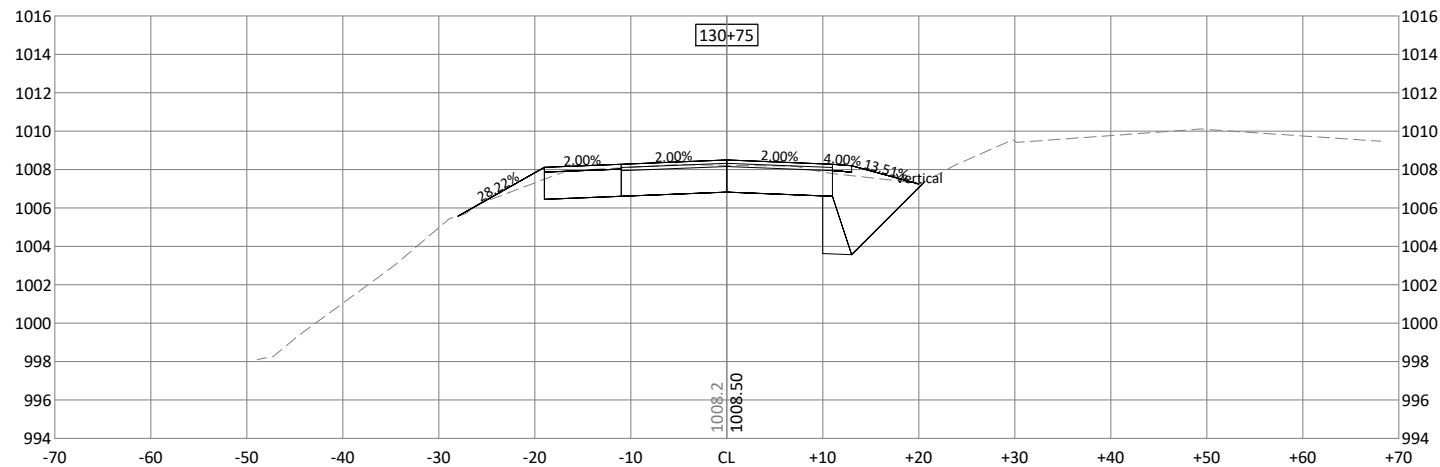
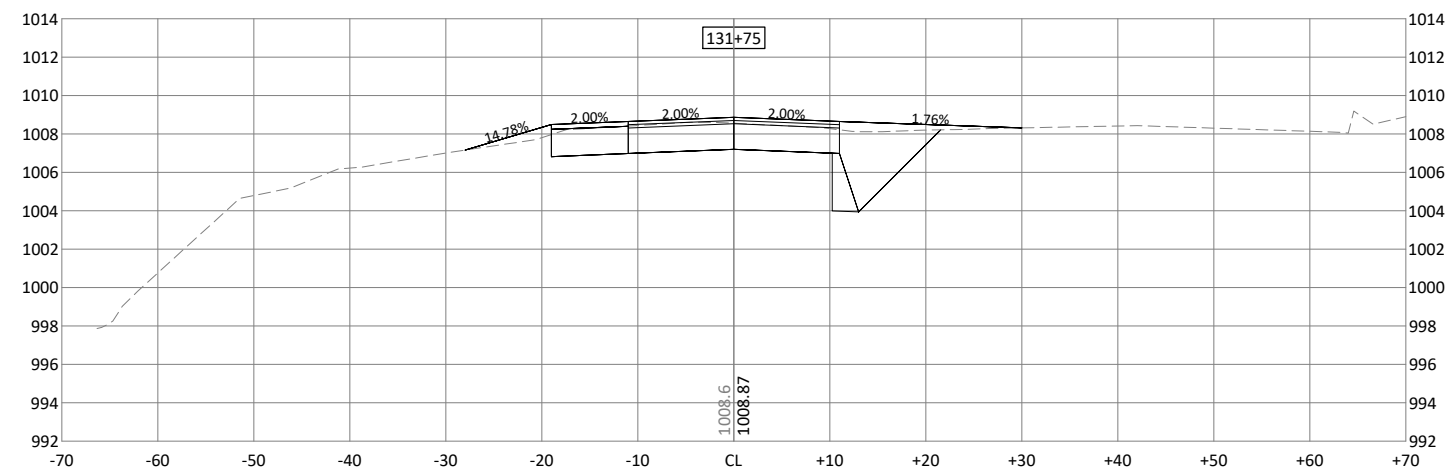
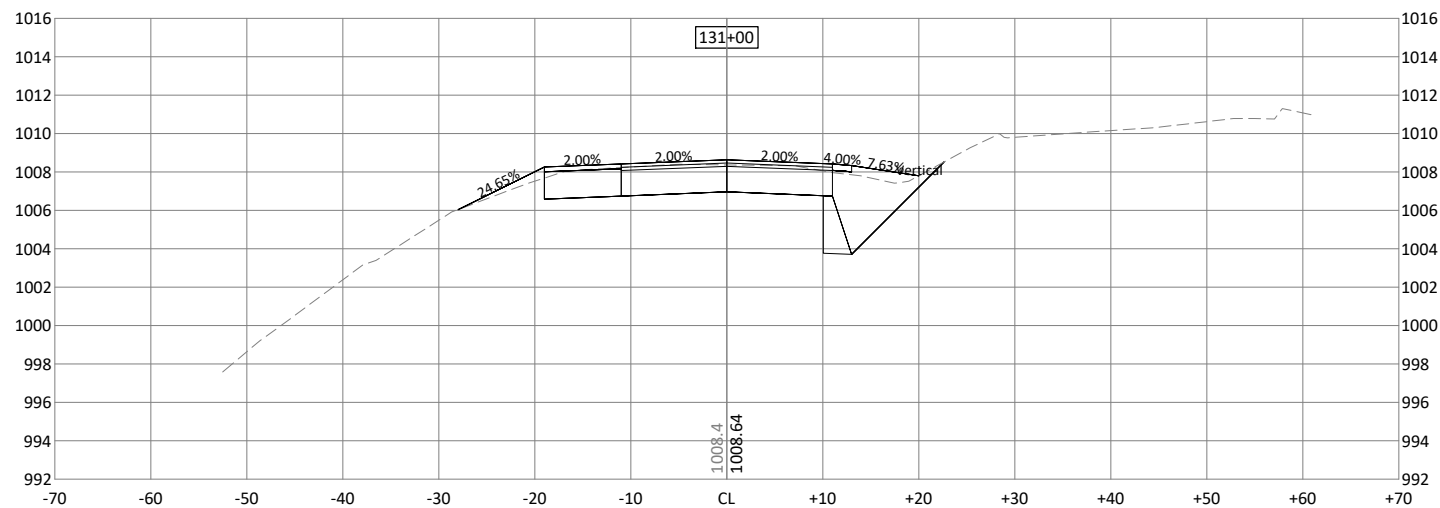
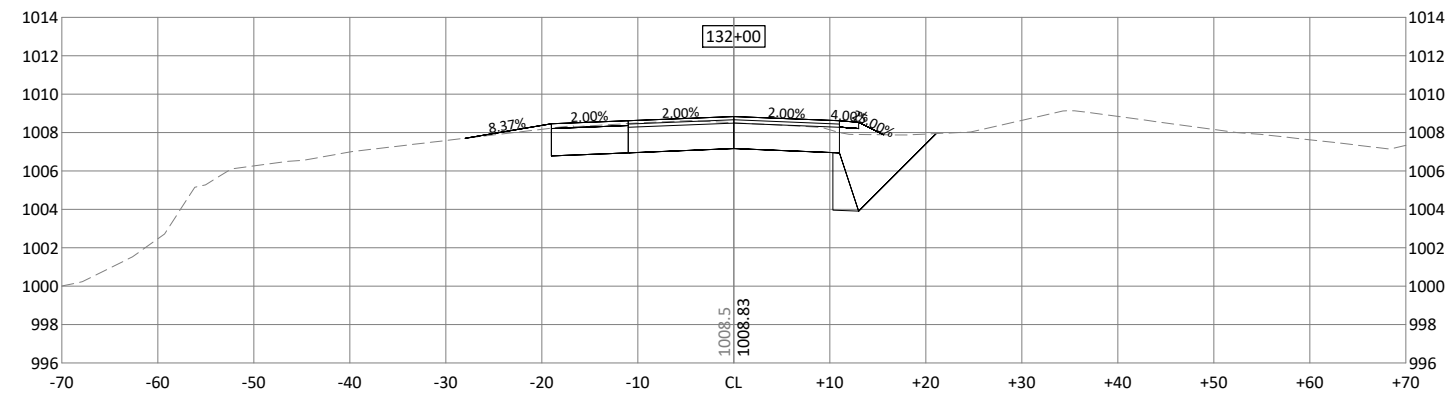
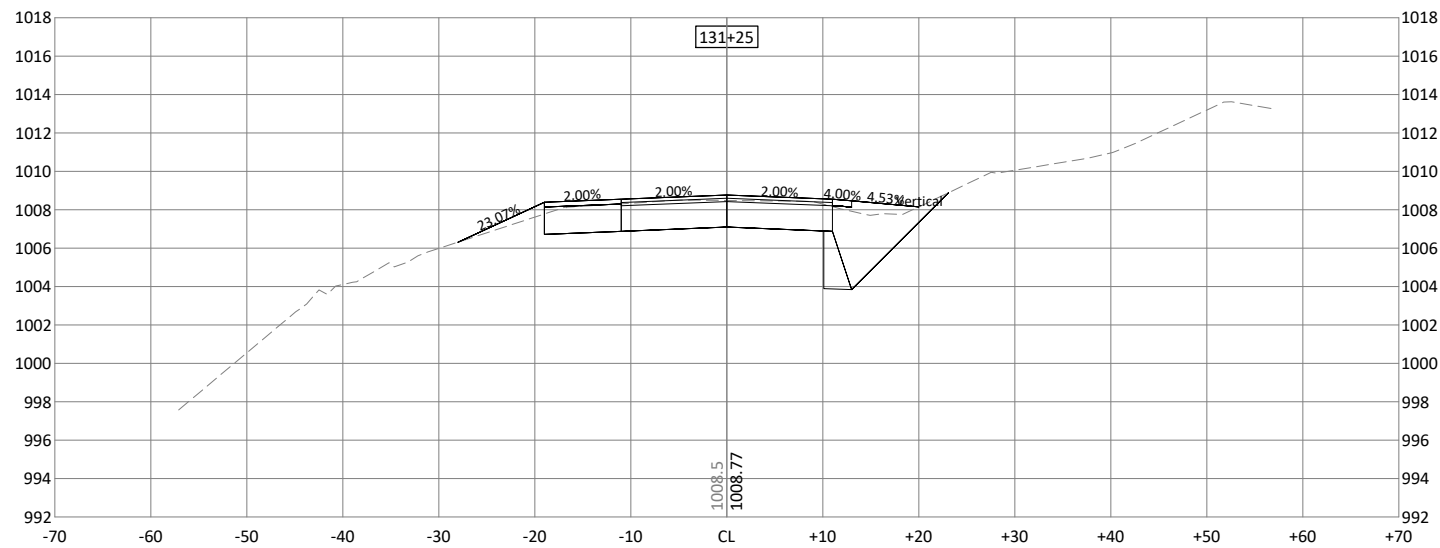
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HOWARD LAKE, MINNESOTA
CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024
CROSS SECTIONS - CSAH 7
SECTION SHEET - (15)

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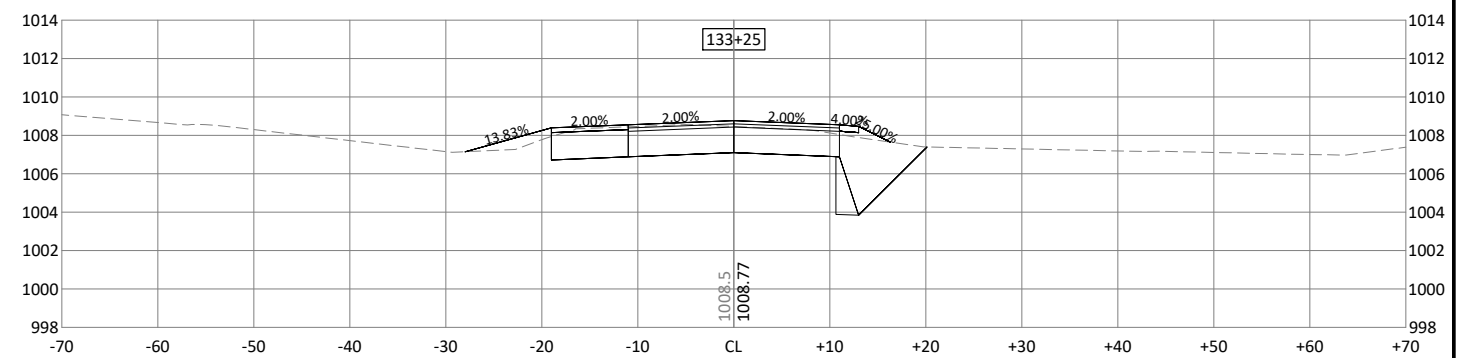
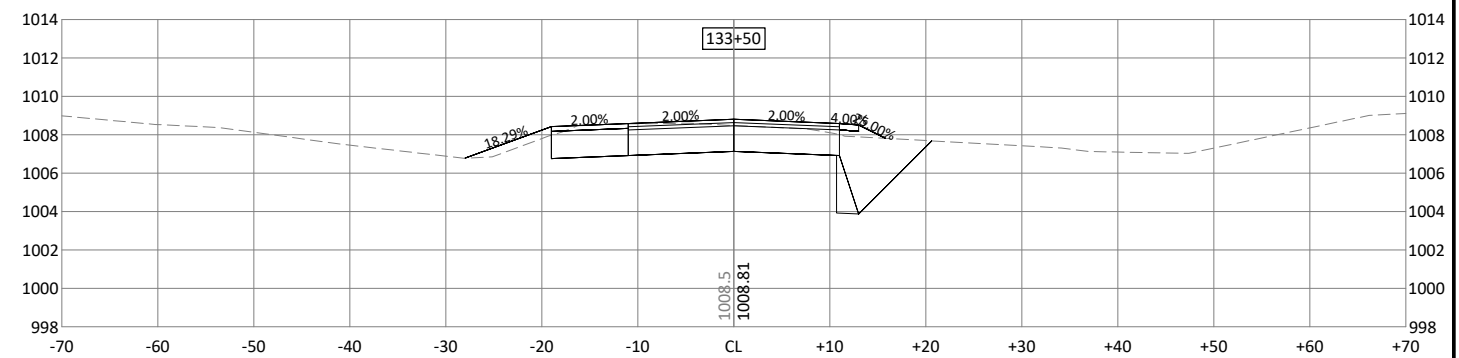
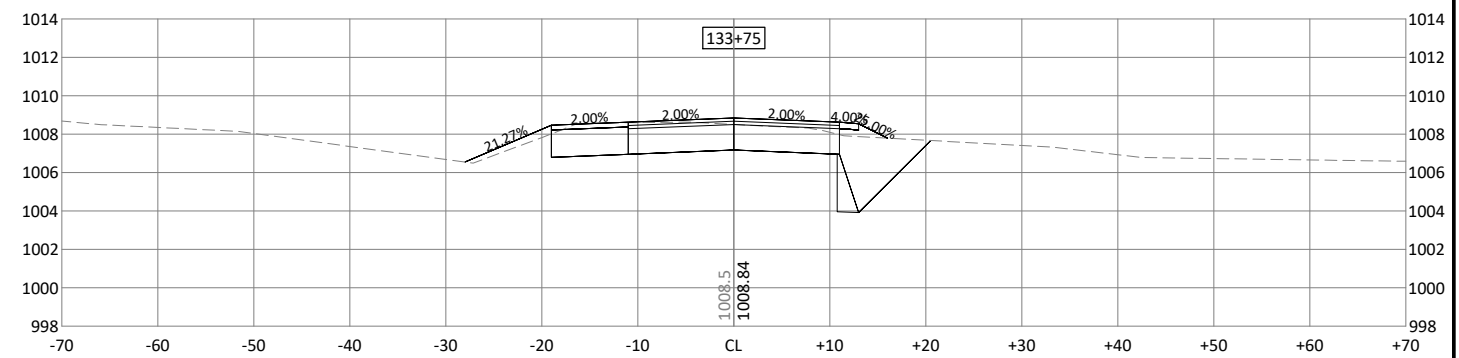
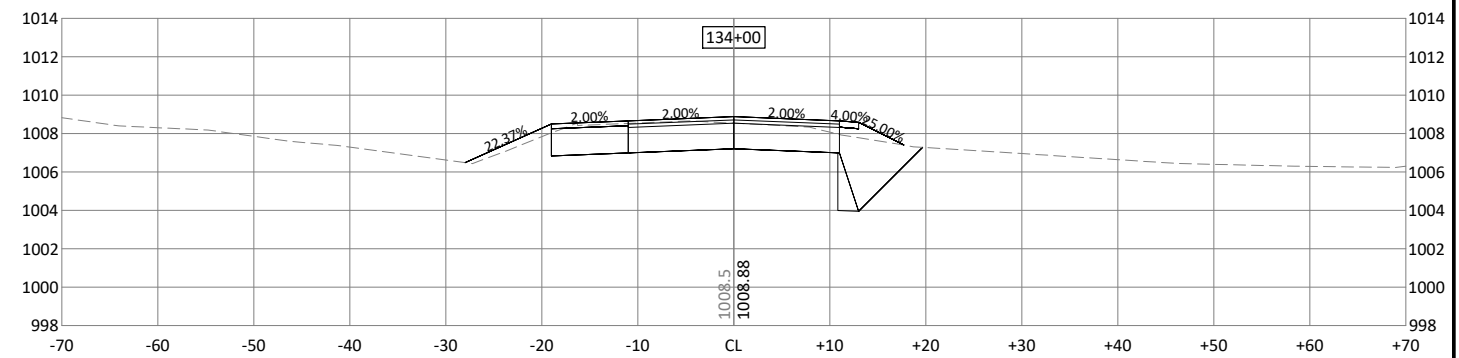
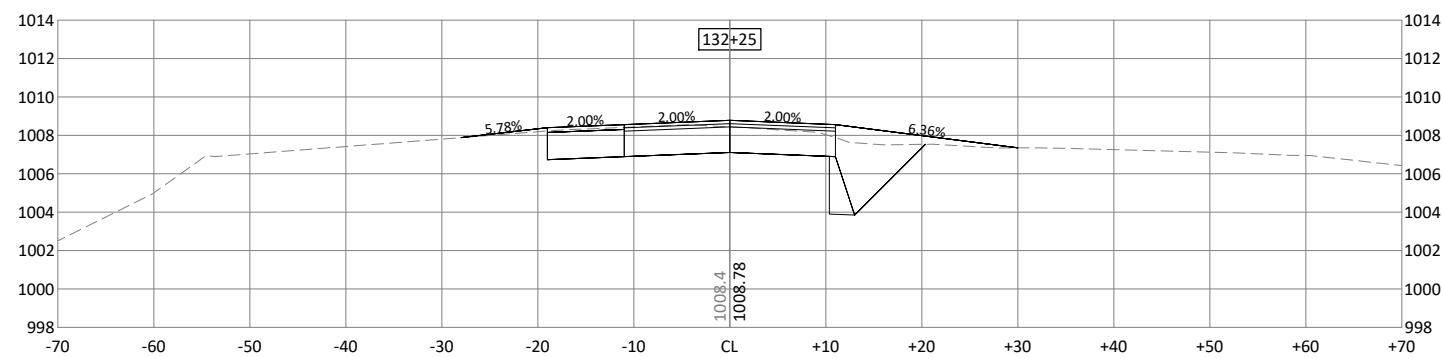
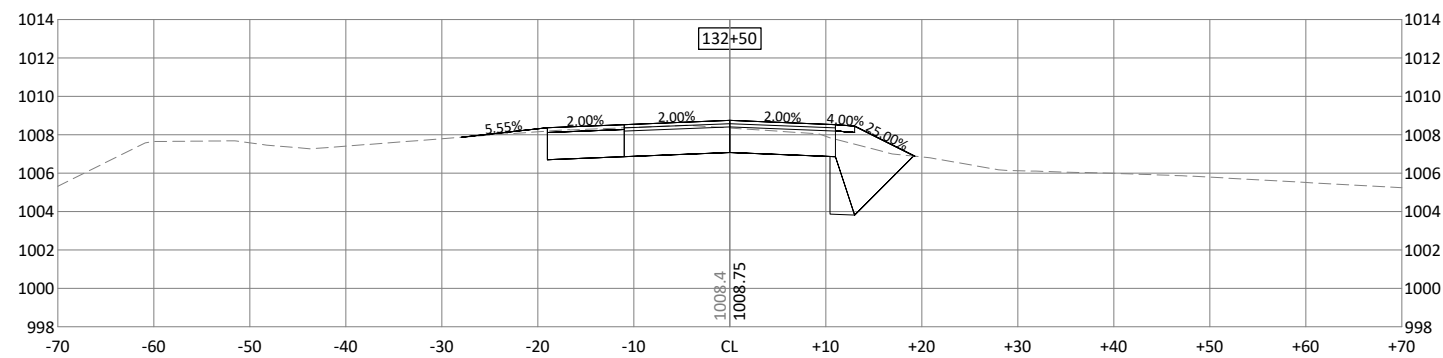
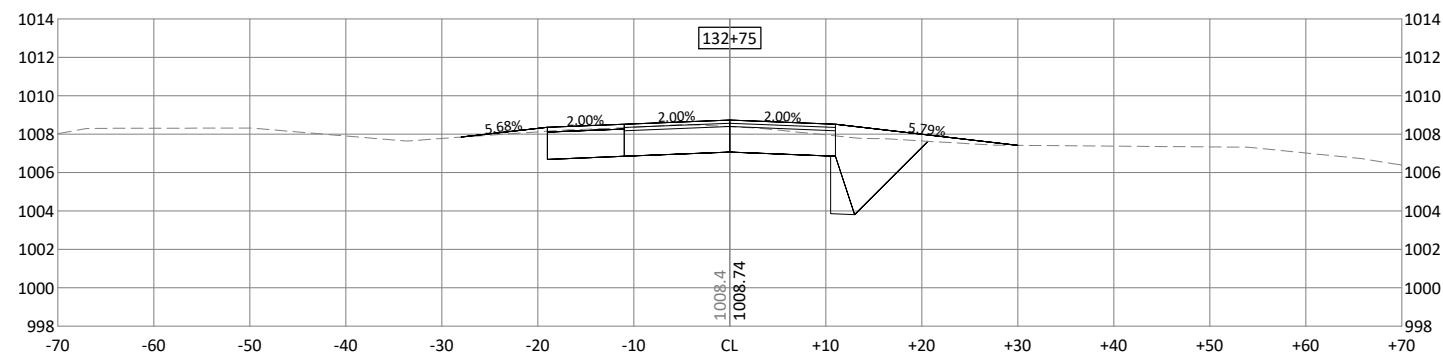
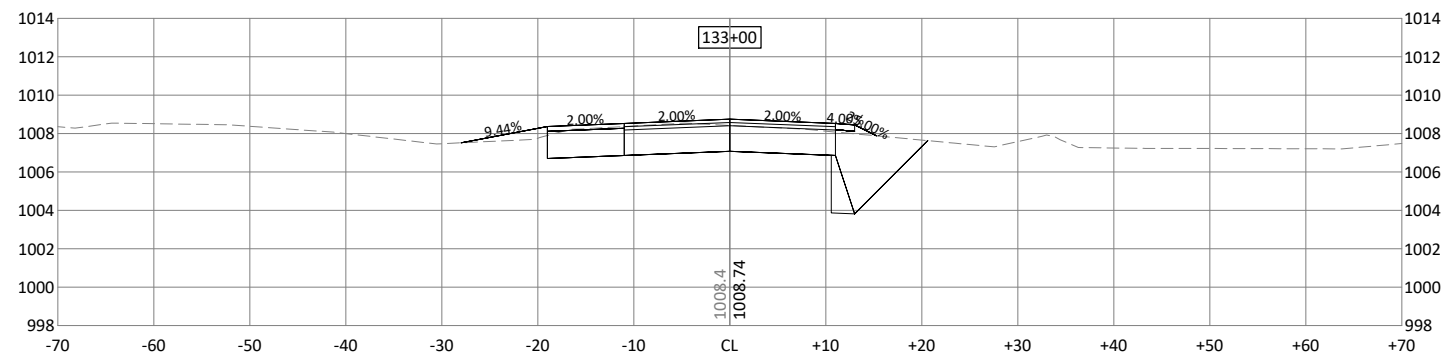


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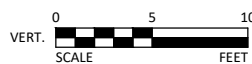
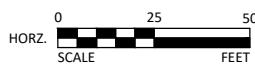
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HOWARD LAKE, MINNESOTA
CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024
CROSS SECTIONS - CSAH 7
SECTION SHEET - (16)

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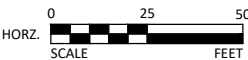
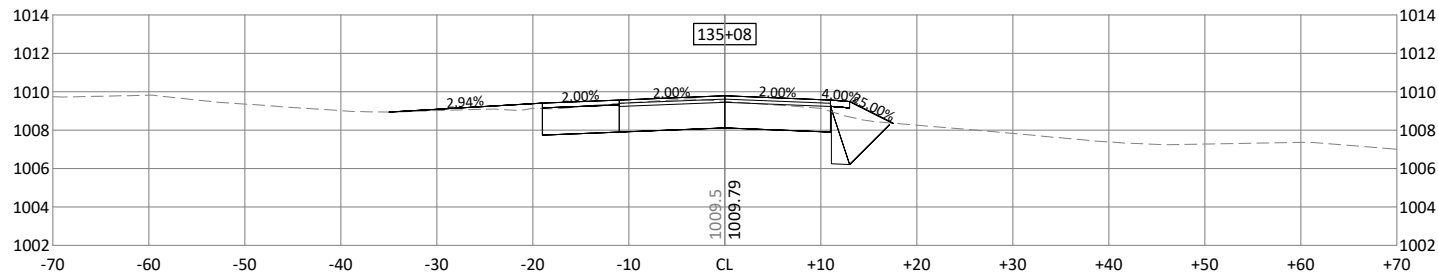
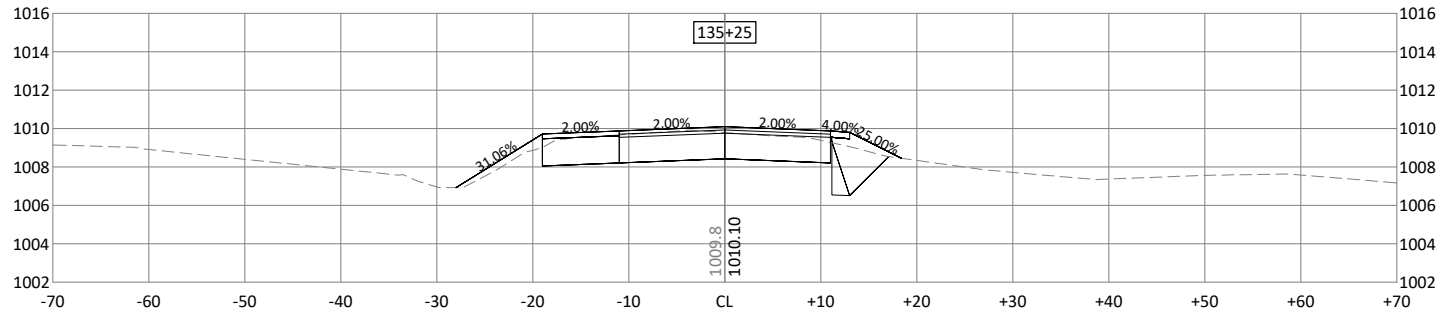
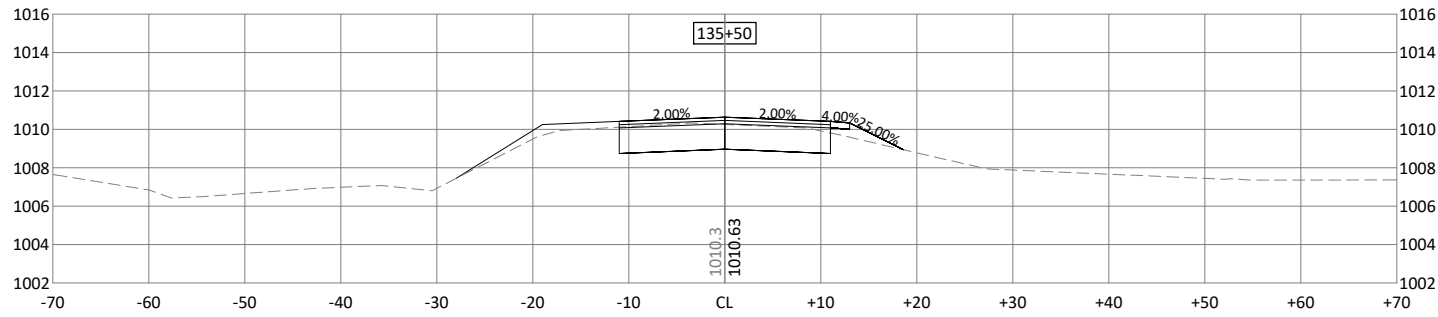
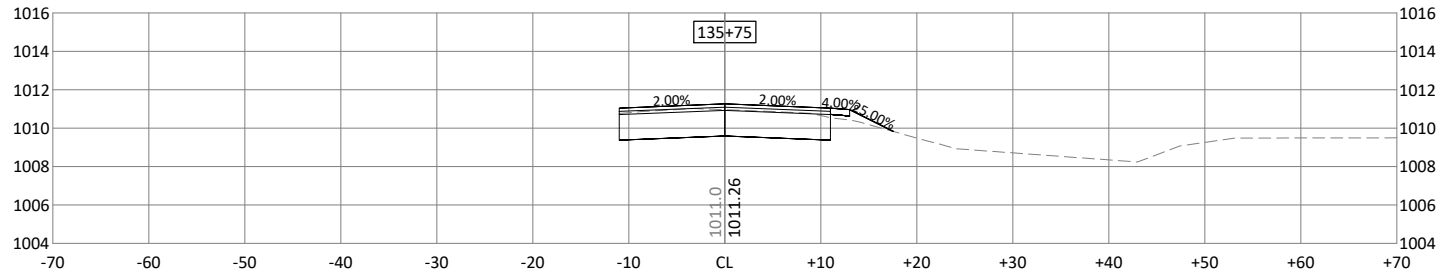
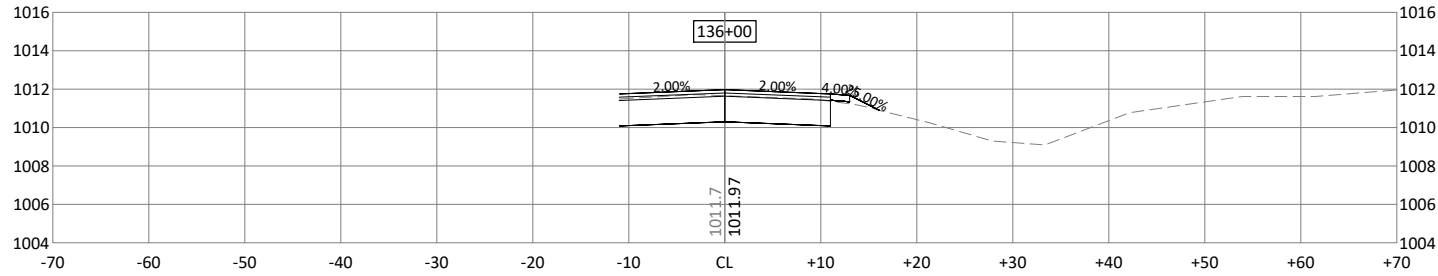
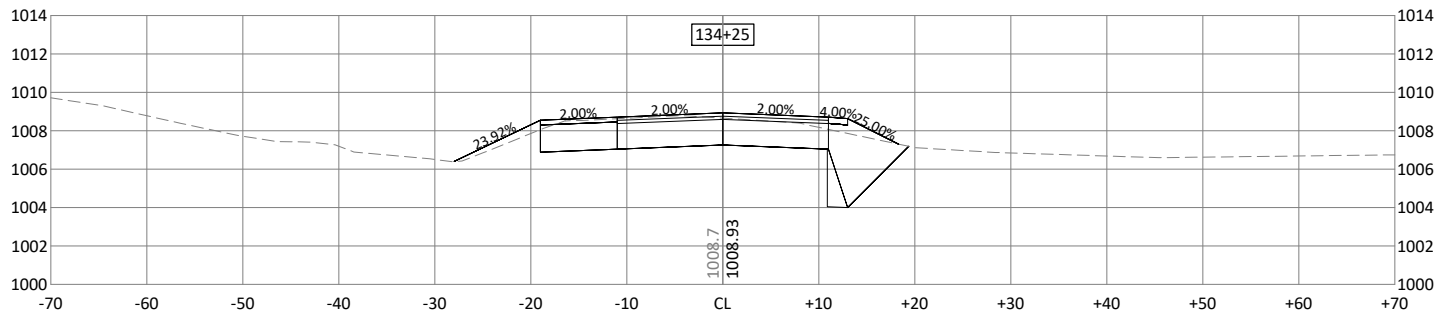
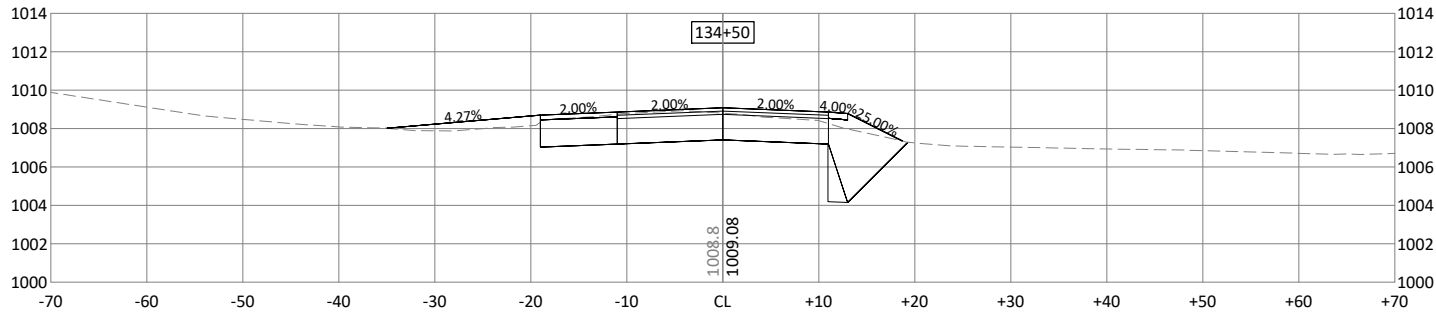
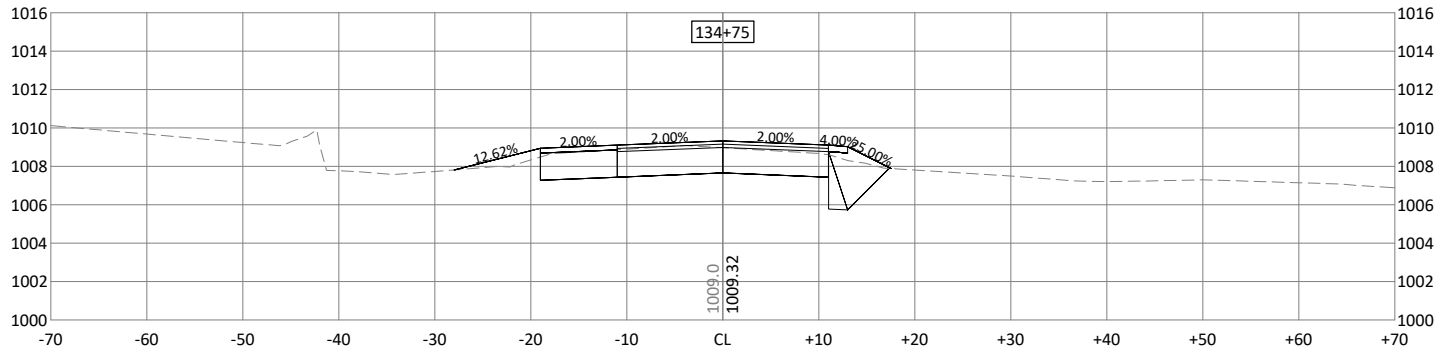
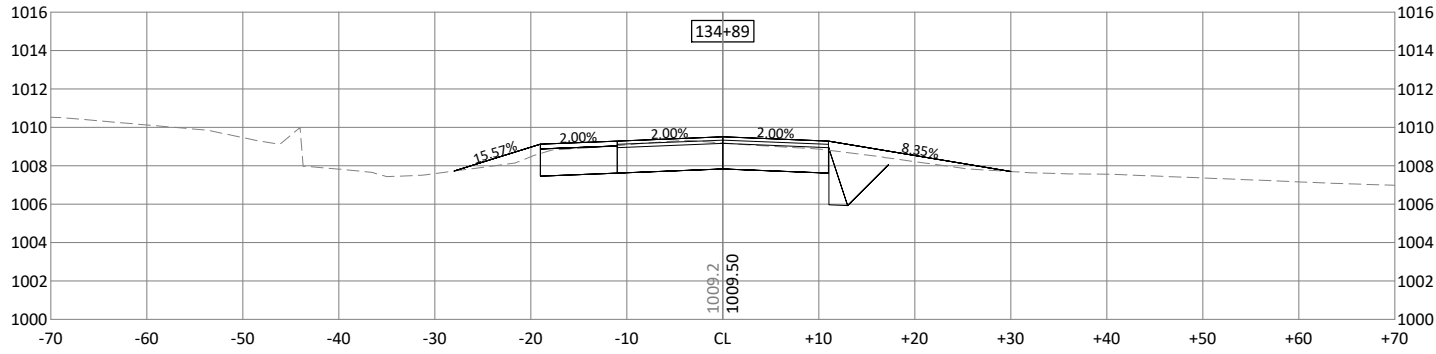
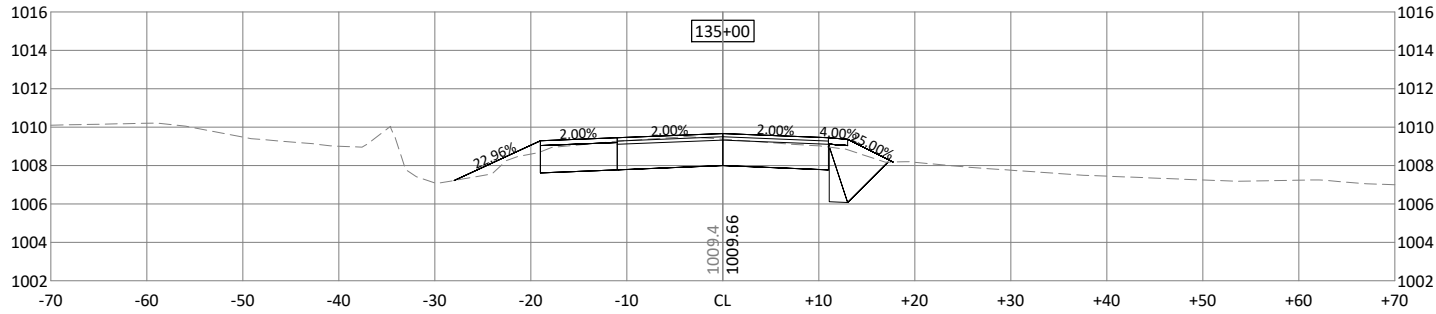
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HOWARD LAKE, MINNESOTA
CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024
CROSS SECTIONS - CSAH 7
SECTION SHEET - (17)

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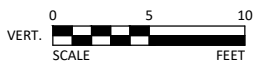
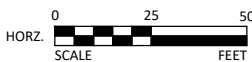
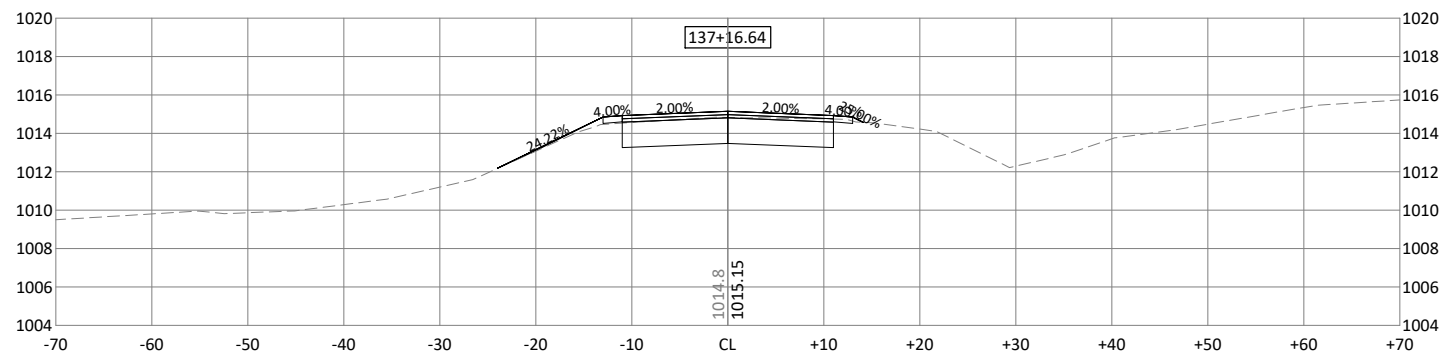
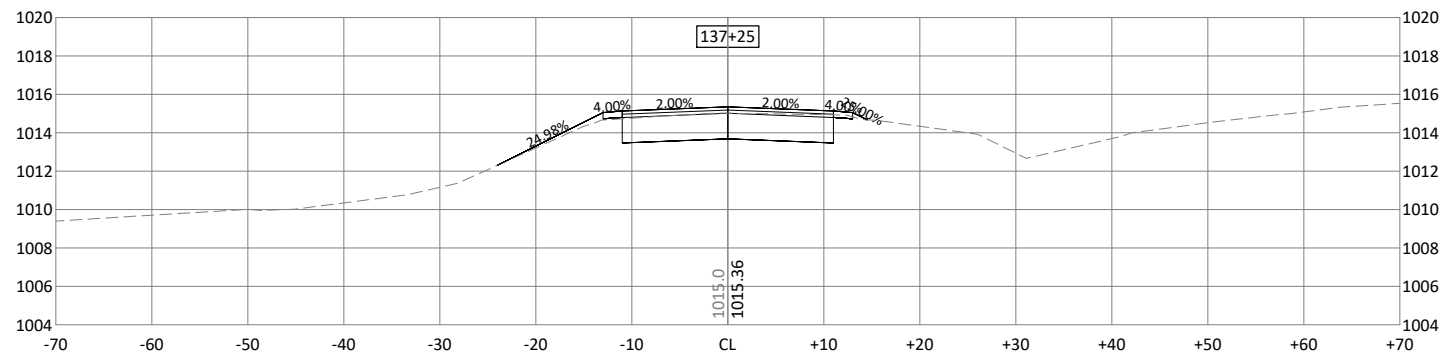
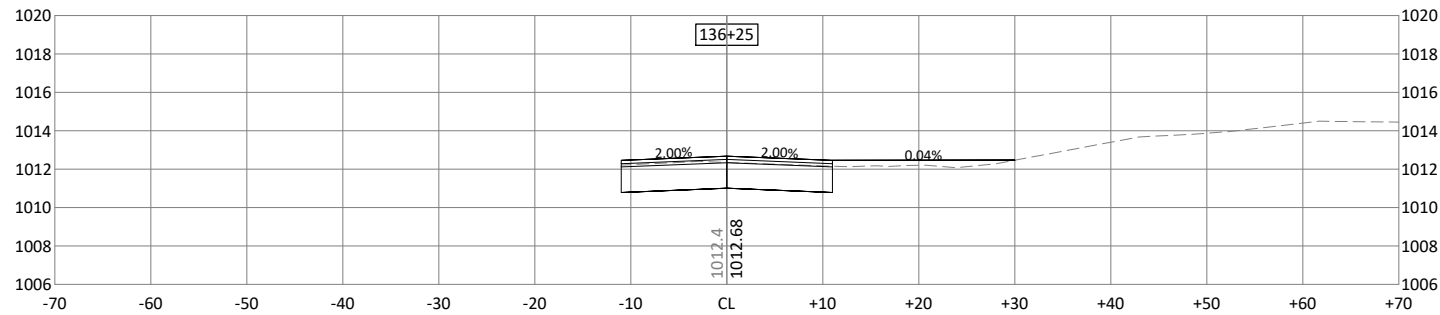
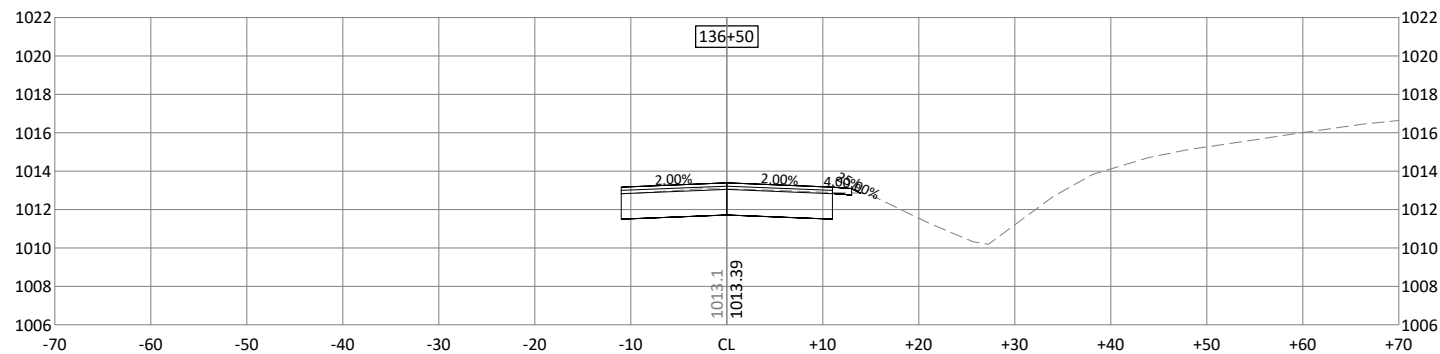
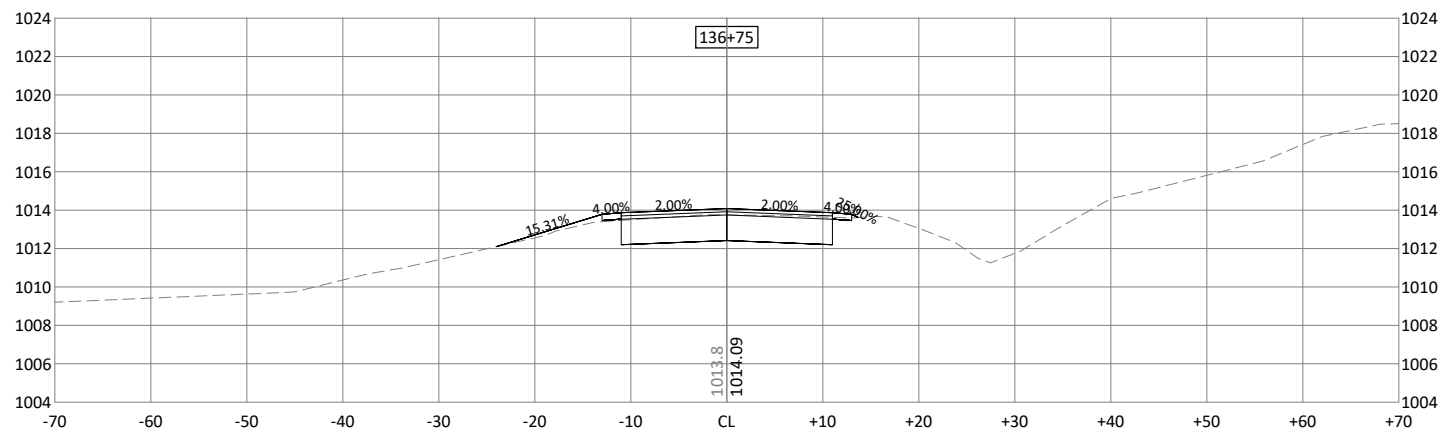
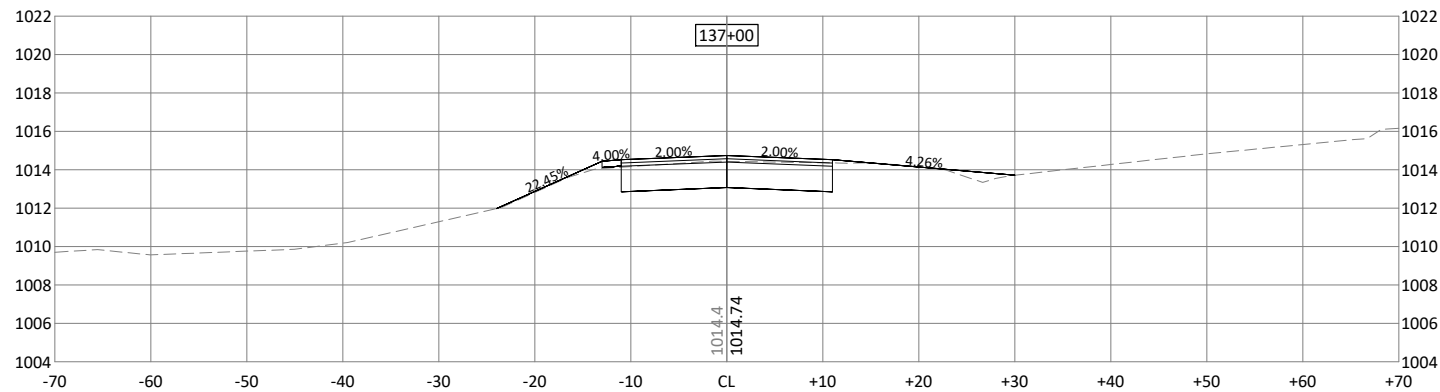
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CROSS SECTIONS - CSAH 7
SECTION SHEET - (18)

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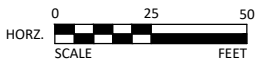
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CSAH 7 TRAIL WIDENING PROJECT - SAP 086-607-024
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HOWARD LAKE CITY COUNCIL MEETING

July 20, 2021

AGENDA ITEM: (J-d) – Consider Approving Ordinance # 21-01 Modification to City Ordinance 12.02 Parking.
(J-e) – Consider Approving Resolution # 21-11 Summary Publication of Ordinance #21-01.
(J-f) – Consider Approving Resolution #21-12 Prohibiting Parking on CSAH 7.

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: As part of the CSAH 7 road and trail project, Wright County has requested that the City passes a resolution and an ordinance modifying City Code Chapter 12.02 to include no parking along CSAH 7, due to the width of the road/shoulder.

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:

1. Adopt Ordinance 21-01 Amending Chapter 12.02 Regulating Parking on City Streets and in Municipal Parking Lots.
2. Adopt Resolution 21-11 Authorizing Summary Publication of Ordinance 21-01.
3. Adopt Resolution 21-12 Regulating Parking on County Road 7 SW.

ATTACHMENTS:

1. Ordinance 21-01
2. Resolution 21-11
3. Resolution 21-12

ORDINANCE 21-01

AN ORDINANCE AMENDING SECTION 12.02 OF THE CITY CODE
REGULATING PARKING ON CITY STREETS AND IN MUNICIPAL PARKING LOTS

THE CITY OF HOWARD LAKE ORDAINS:

Section 9. Highway 12 Parking. No motor vehicle of any kind shall be allowed to park on the north and south sides of U.S. Truck 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.

Section 10. CSAH 7 Parking. No motor vehicle of any kind shall be allowed to park on the east or west side of CSAH 7 from the intersection of U.S. Truck Highway 12 to Imhoff Ave SW.

~~**Section 10.**~~ **Section 11. 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 11.**~~ **Section 12. 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 12.**~~ **Section 13. 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 13.**~~ **Section 14. Penalty.** Any person violating any provision of this ordinance is guilty of a misdemeanor.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HOWARD LAKE THIS 20TH DAY OF July, 2021.

APPROVED:

Peter Zimmerman
Mayor of Howard Lake

ATTEST:

Nicholas Hagenmiller
City Administrator-Clerk

(seal)

**CITY OF HOWARD LAKE
RESOLUTION 21-11**

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF
ORDINANCE NO. 21-01 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. 21-01 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. 21-01 is approved for publication:

**CITY OF HOWARD LAKE
ORDINANCE NO. 21-01**

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 a no parking zone along County Road 7 from US Highway 12 to Imhoff Ave SW.

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 20th day of July, 2021.

Peter Zimmerman, Mayor

ATTEST:

Nicholas Haggenmiller, City Clerk-Administrator

**CITY OF HOWARD LAKE
RESOLUTION 21-12**

RESOLUTION REGULATING PARKING ON COUNTY ROAD 7 SW

WHEREAS, the City of Howard Lake, has planned improvement of Country Road 7 SW, from U.S. Highway 12 to Imhoff Ave SW in the City of Howard Lake, Minnesota; and

WHEREAS, the City of Howard Lake will be expending Municipal Street Aid Funds on the improvements of this Street; and

WHEREAS, this improvement does not provide adequate width for parking on both sides of the street; and approval of the proposed construction as a Municipal State Aid Street project must there for be conditioned upon certain parking restrictions;

THEREFORE BE IT RESOLVED, that the City of Howard Lake shall ban parking of motor vehicles on County Road 7 SW at all times.

PASSED AND ADOPTED this 20th day of July 2021.

Peter Zimmerman, Mayor

ATTEST:

Nicholas Haggemiller, City Administrator-Clerk



HOWARD LAKE CITY COUNCIL MEETING

July 20, 2021

AGENDA ITEM: Consider Selection of Developer & Acceptance of Terns for Terning Trails Plat 2.

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: The City of Howard Lake assumed ownership of the Terning Trails subdivision in 2017 through a Deed in Lieu of Forfeiture process. In that assumption, the City took position of about 40 parcels that were fully served by street and utilities. Through a successful development agreement with a regional builder, these parcels are now nearly built out.

Terning Trails also includes an additional 38 parcels that have the following in place:

- Mass Grading with established building pads.
- Water/Sanitary Sewer
- Storm sewer and retention ponds
- Fully platted

Required Work & the like of the Developer

- Clearing and grubbing of land.
- Public Street, Sidewalk & Trail Construction.
- Curb & Gutter.
- Utility Revitalization.
- Street Lights & signs
- Surveying (as needed)

Request for Proposals

The City established general criteria and solicited proposals from about a dozen builders and developers active in the area. Ultimately, two proposals were received from the City. One appears to meet the criteria as established in the RFP. Gary Brummer of GB Land LLC has submitted a proposal to purchase the balance of the parcels for \$100,000 or \$2,700/parcel.

The submittal also sets aside one parcel and \$50,000 cash for park dedication fees which would be used to pay for or offset the cost of playground equipment to be located at the transition between phases 1 and 2 of Terning Trails.

Brummer has agreed to secure a letter of credit equal to the 1.5 times the estimated cost of street and utility installation.

The submittal also calls out a proposed PAYGO TIF District to be established in order to offset the cost of street and utility expenses borne to the developer upfront. Therefore, its noted that the City would have a letter of credit in place in event of a default to draw upon but is not being asked to front end finance street & utility expenses consistent with previous developments.

The timeline submitted is aggressive – indicating acquisition and mobilization on both home construction and street and utility construction within 30 days. This is likely not feasible for various reasons, but does show the sincerity and intention of the buyer.

Community Growth & Infrastructure

With the ongoing drought and hot conditions, we are experiencing, Howard Lake, like most cities has experienced stressed water utilities running at near capacity. Logically, additional growth is associated with increased use of utilities. The question becomes “Can we support added growth?” YES. Our system as setup— is appropriate and can accommodate this development. Under typical conditions, our system operates at about 50% capacity. New homes that are being built use high efficiency appliances and fixtures. While establishing turf is water intensive, we are now seeing many of the violators of the watering ban are not new homes.

In terms of capacity, under current conditions if conservation measures are implemented and followed, our system runs at about 75% capacity. Unfortunately, a small number of people are abusing the system. Additionally, a very small number of properties have had malfunctions as well as vandalism which have contributed to high flows. Finally, the extended head and drought is considered to be a less than 1% event.

Looking ahead, the city continues to monitor, enforce conservation methods. We are also moving forward with means to access water from the lake for fire protection. Longer term still, our capital improvement plan includes water treatment plant, wells and water tower improvements.

Therefore, the current circumstances are not reason to halt this development.

DECISION MAKING METRICS:

FINANCIAL: Terning Trails currently shows land values varying by parcel averaging \$30,000+/- . Engineer’s estimates suggest remaining street and utility work needed would average about \$20,000/parcel. Therefore, the proposed acquisition price of \$2,700 per parcel may be low. That said it is \$2,699 more per parcel than we accepted for the first phase of Terning Trails and an equal amount more than the competing proposal. Additionally, the council should consider its risk position. Under this proposal, unlike others, the City is not front end financing utility improvements nor is it being asked to complete utility restoration of underground utilities.

LEGAL: The council is being asked to select a developer and approve general terms and to direct the city administrator to engage consultants to prepare necessary legal and financial documents. Future council action will include reviewing and if deemed appropriate approving and entering into legal documents to formalize this development.

STRATEGIC PLAN: Maintain fiscally responsible City management and operations.

COUNCIL ACTION REQUESTED: The city council is asked to select GB Land LLC and the general terms presented and direct the city administrator to engage consultants to prepare necessary legal and financial documents.

ATTACHMENTS:

1. RFP Terning Trails 2021
2. GB Land LLC Howard Lake Submittal
3. GB Land LLC Howard Lake Supplemental Information



CITY OF HOWARD LAKE

Nicholas A. Haggenmiller, City Administrator

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

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

Introduction

The City of Howard Lake is soliciting proposals that seeks to successfully build out a 37-parcel single family subdivision, known as Terning Trails. The City prides itself on its aggressive development standards and incentives. This partially completed subdivision was obtained by the City in 2017 through a Deed in Lieu of Forfeiture process. The first phase has been built out. The final phase has considerable engineering completed, mass grading, established building pads and underground utilities already in place that will provide value added to the selected developer or builder in comparison to bare, unplatted acreage.

Successful proposals will provide the best value to the City based on the following criteria:

- Highest per parcel price.
- Aggressive takedown schedule.
- Proven success with similar product in similar sized market.
- Financial solvency (letter of credit or similar due at execution of development agreement).

Community Information

- Location: Howard Lake Minnesota, Wright County
- Population: 2,200 residents
- Growth: 35 single family building permits per year average
- Transportation: US Highway 12 | 11,000 ADT | 40 miles west of Minneapolis
- Amenities: Community Park, Swimming Beach 0.5 miles away | trail system

Development Information

- 37 single family detached parcels.
- Phase 2 of 80 single family home subdivision.
- Original Plat and Street & Utility Construction 2007.
- Construction started on first home in 2017.
- Zoned PUD R1-A.

Existing Infrastructure In Place

- Mass Grading with building pads.
- Water.
- Sanitary Sewer.
- Storm sewer & retention ponds.
- Preliminary & Final Platting.
- Full Engineering documents.

Required Work & the like of the Developer

- Clearing and grubbing of land.
- Public Street, Sidewalk & Trail Construction.
- Curb & Gutter.
- Utility Revitalization.
- Street Lights & signs
- Surveying (as needed).

Development Fees Required

- Standard building permit fees (1985 UBC Fee Schedule).
- \$5,000 per permit incentive at the time building permit is issued.
- Wac/Sac Fee (\$9,000 per unit).
- Water Trunk Fee (waived).
- Sewer Trunk Fee (waived).
- Park Dedication Fees of \$50,000 or mutually agreed upon, installed play structure.

Take Down Schedule

- Minimum of 5 permits with CO's issued per year.
- Developer will maintain exclusive rights to concurrent 5 parcel takedowns contingent on maintaining good standing with overall development agreement.

Additional Considerations

- The City may be agreeable to establishing a tax increment financing district structured under a PayGO arrangement to offset qualifying development expenses.
- The City is not willing to finance remaining public improvements.

Information Required for Submittal

- Business Name.
- Contact Representative.
- Years in Business (Include previous DBAs).
- Examples of similar projects with references.
- Anticipated take down schedule.
- Proposed Per Parcel Acquisition Price.
- Proposed Project Schedule.
- Letter of Credit equal to \$1Million (due at execution of development agreement)
- Detailed explanation of additional terms, conditions, and considerations.

Due Diligence Documents Included

- City Engineer Memo & Scratch Budget
- Turning Trails Plat 2
- PUD Language

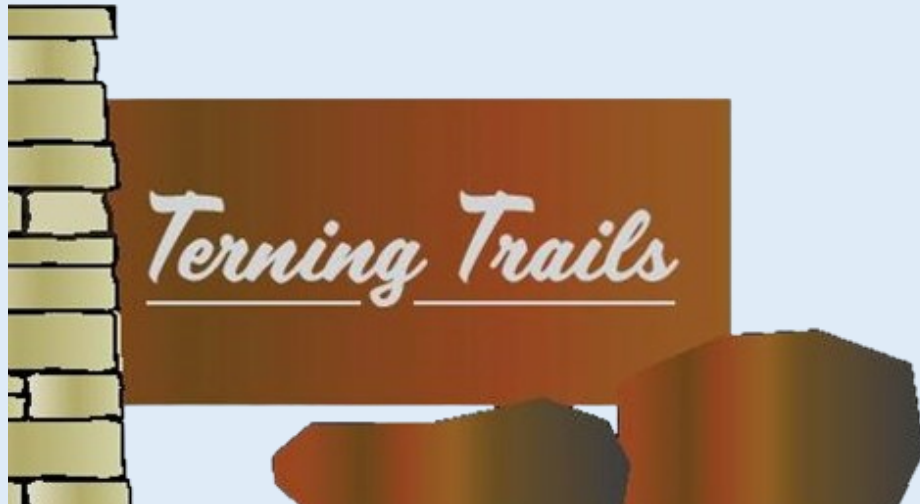
TIMELINE & SELECTION

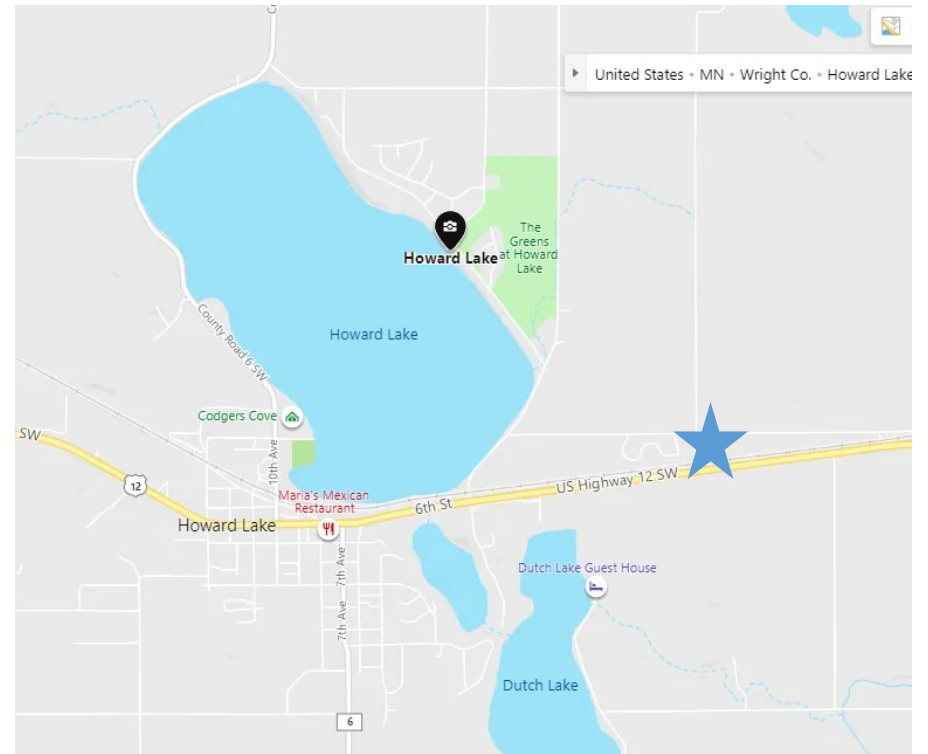
Initial Letters of Inquiry & All Questions Received by the City	May 21, 2021
Responses Issued	May 28, 2021
Final Due Date	June 11, 2021
Council Selection	June 15, 2021

For the City,



Nick Haggenmiller
City Administrator





June 15, 2021

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

RE: Turning Trails Proposal

Dear Mr. Haggenmiller:

I am pleased to submit for consideration of the City Council this proposal for the 37 lots in Turning Trails owned by the City.

I have been involved in numerous subdivision development projects over a span of nearly 40 years including taking from concept to completion or, as in this case, taking a subdivision that was partially completed and finishing it. Assisting me with this project will be Fred Stelter. Fred is a retired community bank CEO and has done several development projects with me as a partner or project manager. His cell phone is 612-325-7414 and he can assist coordinating any response to questions you may have.

Most recently, we worked together on the Towne Lakes 6th and 7th Addition in the City of Albertville. We are happy to provide any number of references from various cities, engineering firms or contractors that we have worked with over the years upon request or feel free to contact Adam Nafstad at the City of Albertville as a reference on the Towne Lakes project or Steve Juetten at the City of Plymouth with respect to several projects that we have completed there including two smaller subdivisions called Juneau Ridge and Lanewood Estates.

With respect to the Turning Trails project, we are proposing to take down all the lots at once within 90 days of the execution of the proposed purchase agreement that is attached. The closing could occur sooner if the due diligence can be completed more quickly as we would commence immediately to assess the condition of the utilities to obtain and estimated cost to repair. The goal would be to complete the improvements by this fall.

The Purchase Price would be \$100,000.00 for all the lots which is approximately \$2,703 per lot. I am a cash buyer and so this is not contingent upon any financing. Additionally, if the City decides to accept our proposal, I am happy to provide evidence of the ability to close and fund any improvements including letter of credit requirements necessary with the execution of a new development agreement.

Given our experience, we have a good understanding of what the development costs will be to complete the project with the exception of the revitalization of the utilities. The request for proposal from the City included reference to the City potentially establishing a tax increment financing (TIF) district structured under a PayGo arrangement to offset qualified development expenses. The setting up of such a TIF district

is a significant part of our interest in taking on this project especially given the uncertainty of what the utility revitalization costs will be and the significant time and resources that will have to be spent to complete the due diligence on this project.

Again, thank you for this opportunity to present this proposal and we look forward to assisting the City in getting this project completed in a timely manner and making it an excellent addition to the community. If you have any questions, please do not hesitate to contact me at 612-669-1800.

Sincerely,

Gary Brummer

A handwritten signature in black ink, appearing to be 'G. Brummer', with a long horizontal stroke extending to the right.

Gary Brummer

3301 Hwy 169 N.
Plymouth, MN 55446
Cell: 612-669-1800
E-mail:
plymouthcommon@hotmail.com

Professional Apartment Experience

**1979 – Current
Owner**

Brummer Properties and Affiliated Companies Plymouth, Minnesota

- Owner of approximately 1000 units in the Greater Twin Cities Metro Area and 1800 total units across multiple states. Significant apartment complexes owned in the Twin Cities include Plymouth Commons, St. Georges, Gateway Commons, River Glen, Waters Edge, Four Seasons Villas and Bryantwood. Personally manages Plymouth Commons and closely supervises all local properties to insure properties are well managed and maintained. Responsibilities include all management and administrative functions as well as hands on participation in all local building construction and rehabilitation of apartments to insure projects are completed correctly, on time and in control of costs.

Other Professional Experience

**1972 - Current
Owner/Co-Owner**

Various Development/Building Projects

- Responsibilities in identifying and acquiring land and managing all aspects of development process ranging from building apartment buildings, residential homes or subdivision of land into buildable lots. Notable recent projects include approval in 2017 for a 63 unit apartment building expansion at Plymouth Commons, Lanewood Estates Subdivision also in 2017 and Juneau Ridge Subdivision in 2015.

**1972 – 1991
Owner**

Brummer Painting

- Responsibilities included management and completion of painting contracts in the Greater Twin Cities area.

Recent Awards

- **City of Minneapolis – 2014 - Heritage Preservation Award for Renovation of St. George's Apartments.** After a 2012 fire that severely damaged the property, Gary purchased the condemned property and completely renovated it. Personally managed the renovation to insure that it met the guidelines for preservation of the historic nature of the building and was recognized for his efforts by the City of Minneapolis.
- **City of Brooklyn Center – 2012 - Chief's Certificate of Commendation** for purchase and turn-around of Gateway Commons Apartments. The complex was half vacant when purchased due to crime and lack of maintenance. Effectively managed the turn-around of the property by evicting problem tenants, adding a pool/ party room for tenants and on-site leasing office to closely supervise the complex.

Fred B. Stelter, CPA

Development Experience

2012 - Current REAL ESTATE DEVELOPMENT – TWIN CITIES AREA

- Developed multiple subdivisions ranging from two smaller in-fill projects in my hometown of Plymouth, Minnesota (Juneau Ridge and Lanewood Estates) to a 67 lot/ 42 townhome site in Albertville and recent entitlement of a 120 residential lot development in Otsego and sale to large builder. Experienced in all aspects of the development cycle from land acquisition, entitlement, infrastructure bidding and supervision of installation and sales of finished product.

Professional Experience

11/1993 – 4/2012 INTER SAVINGS BANK, fsb Maple Grove, MN President and CEO

- Responsibilities included development, implementation and overall management of the strategic plan and performance of the Bank.
- Also responsible for managing all regulatory relationships.
- Promoted to President/CEO in 2000. As CFO, developed strategic plan in 1996 which has resulted in superior growth, efficiency and earnings for the Bank until the real estate market crash in 2007. During this period, assets grew from approx. \$50M to over \$1B in 2007.
- Served as a member of the Executive Committee and Board of Directors.

10/1992 – 4/2012 AURORA SERVICE CORPORATION Minneapolis, MN Vice President and CFO

- Responsibilities included management of financial accounting, budgeting, forecasting and reporting for the Holding Company of Inter Savings Bank. Additional responsibilities include management of banking and regulatory relations.
- Served as member of the Executive Committee and Board of Directors.

8/1985 – 10/1992 KPMG PEAT MARWICK Minneapolis, MN Senior Manager

- Progressive audit and consulting experience as a member of the financial service practice. Promoted to manager in 1990 and senior manager in 1992.
- Responsibilities included management of audit and consulting projects for over twenty financial service companies and included extensive experience in mortgage banking activities. Additional responsibilities included coordinating the staff training for the financial service practice.
- Recognized as the Quarterly Quality Service Award winner out of several hundred professionals in the Minneapolis/St. Paul office for superior client service.

Professional Memberships and Activities

Member of AICPA and the Minnesota Society of CPA's

Past Chair of Minnesota Banker's Association Savings Bank Task Force

Past Chairman and Director of the Minnesota League of Savings and Community Bankers

Board Member of International Ministerial Fellowship

Past President and Council Member of Vision of Glory Lutheran Church

Education

CONCORDIA COLLEGE Moorhead, MN

Bachelor of Arts Degree in Accounting and Organizational Communication

CONTRACT OF SALE

THIS CONTRACT OF SALE (the "***Agreement***"), is made and entered into by and between City of Howard Lake (herein referred to as "***Seller***") and GB Land LLC, (herein referred to as "***Purchaser***"), collectively the "***Parties***" effective as of the date of the last signature on the signature page hereof (herein referred to as the "***Effective Date***").

RECITALS

Seller owns 37 residential lots known as Phase 2 of Terning Trails in the City of Howard Lake, Minnesota, (the "***City***"), Wright County (the "***County***"), Minnesota, more fully described in **Exhibit A**. The Seller desires to sell and the Purchaser desires to purchase the 37 lots to be conveyed and shall herein be called the "***Land***" or "***Property***", as further described in Section 1 below.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. SALE AND PURCHASE OF PROPERTY.

1.01. Incorporation of Recitals. The recitals above are incorporated into the terms of this Agreement.

1.02. Agreement of Sale and Purchase. Subject to the terms and provisions hereof, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, for the price and subject to the terms, covenants, and conditions herein set forth, the Property, together with (i) all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, or access way, opened or proposed, in front of, at a side of or adjoining the Land to the centerline thereof; and (ii) all right, title, and interest of Seller, if any, reversionary or otherwise, in and to all easements in or upon the Land, and all other rights and all appurtenances belonging or in any way pertaining thereto (items (i) and (ii), together with the Real Property, are collectively referred to as the "***Property***" or "***Lot***").

1.03. Legal Description of Property. To be determined.

1.04. Proposed Development. Purchaser's acceptance of the Property is contingent upon any City or County approvals to complete the street or any other necessary improvements on the Property and inspection of records of the Seller as to the condition of the existing installed utilities on the Property to their sole satisfaction. The Purchaser and Seller would hereby be mutually released without damages from this Agreement and the Purchaser's Earnest Money shall be refunded if the Purchaser determines at their sole discretion shall require a greater amount of revitalization than anticipated in this offer.

2. PURCHASE PRICE.

2.01 Purchase Price. The Purchase Price for the Property is One Hundred Thousand Dollars and 00/100's (\$100,000.00).

2.02 Payment. The Purchase Price shall be payable as follows:

2.02.1 Earnest Money. Within five (5) business days after the Effective Date of this Agreement, Purchaser shall deposit with Custom Homebuilders Title, 10850 Old County Road 15 #100, Plymouth, MN 55441 ("**Title Company**") the sum of Five Thousand Dollars and 00/100's (\$5,000.00) in cash (the "**Earnest Money**") upon execution of this Agreement.

2.02.2 Cash at Closing. At Closing, Purchaser shall pay in cash or certified funds or other readily available funds the balance of the Purchase Price for the Property.

2.02.3 Application of Earnest Money. The Earnest Money shall be applied toward the Purchase Price at the Closing and returned to Purchaser in the event Purchaser terminates this Agreement pursuant to its terms. Upon the Expiration of the Contingency Date, all Earnest Money shall become non-refundable and the Parties agree to execute a standard form escrow agreement which shall administer the Earnest Money consistent with the terms of this Agreement. Purchaser's failure to pay the Earnest Money on the dates specified shall be a default permitting Seller to terminate this Agreement pursuant to the terms of this Agreement.

3. TITLE COMMITMENT AND SURVEY.

3.01 Title Evidence. Within fifteen (10) days after the Effective Date of this Agreement, Purchaser will order from the Title Company a title commitment for a current ALTA Form B Owner's Policy of Title Insurance covering the Property issued by the Title Company in the amount equal to the Purchase Price (the "**Title Commitment**") together with copies of all instruments reflected as exceptions in the Title Commitment. Within fifteen (15) days of the Effective Date of this Agreement Seller will furnish to Purchaser any Abstract of Title, copy of any title insurance policy and Existing Survey in Seller's possession or control. The Title Commitment may contain the standard pre-printed general exceptions for any mechanics' liens for work performed or materials furnished prior to the date of the policy, questions of survey or the rights of existing parties in possession, and any state of facts that exist after the date of the Title Commitment and up to the date of recording of the documents establishing title in Purchaser; provided, however, that the Title Company shall cause such pre-printed exceptions be waived and removed prior to or at the Closing. The Title Commitment, UCC Searches (defined below), and Survey are collectively referred to herein as the "**Title Evidence.**" Any cost for providing the Title Commitment is solely Purchaser's expense.

3.02 UCC Searches. Purchaser may, at its own expense, obtain a report of searches made of the Uniform Commercial Code records of the Minnesota Secretary of State showing no UCC filings regarding the Seller ("**UCC Searches**").

3.03 Title Review. Purchaser shall have twenty (20) days after the later of the delivery of the Title Commitment in which to examine the Title Commitment and UCC Searches and notify Seller in writing of Purchaser's objection to any matters disclosed therein (the "**Objection(s)**"). Upon the expiration of said twenty (20) day period, Purchaser shall be deemed to have accepted all exceptions to title to the Property as shown on the Title Commitment and UCC Searches (except for matters for monetary liens and encumbrances of a definite or ascertainable amount, including mortgage liens, which Seller irrespective of Purchaser's objection agrees to satisfy at Closing), which Purchaser has not identified as an Objection within said twenty (20) day period.

3.04 Seller's Obligations. Seller may undertake to cure any Objections (but shall be under no obligation to do so other than for monetary liens or encumbrances of a definite or ascertainable amount) which Seller shall satisfy at Closing with the sale proceeds. Any exceptions accepted by Purchaser or not timely objected to as aforesaid are, collectively, the "**Permitted Encumbrances.**" The Permitted Encumbrances shall include, and Purchaser shall be deemed to have accepted, those items identified on the attached **Exhibit B** which is hereby incorporated by this reference.

3.05 Gap. Purchaser may at or prior to the Closing, notify Seller in writing (the "Gap Notice") of any title issues raised by the Title Company as a result of an updated UCC search, Title Commitment, or Survey after Purchaser's receipt of the Title Evidence; provided that Purchaser must notify Seller of such objection to title within ten (10) business days of being made aware of any such issue. If Purchaser sends a Gap Notice to Seller, then Purchaser and Seller shall have the same rights and obligations with respect to such notice as apply to Objections raised after disclosure of the Title Evidence.

3.06 Remedies in the Event of Failure to Cure. In the event Objections have been raised by Purchaser and Seller has not cured such Objections, or caused Title Company to commit to insure over such Objections, prior to the expiration of the Contingency Date, at that term is defined in Subsection 6.01 below, (other than liens, encumbrances, or mortgages of an ascertainable amount which Seller will satisfy by the payment of money at Closing), Purchaser may: (i) unconditionally waive all Objections (without reservation of rights) and proceed to the Closing; or (ii) as Purchaser's sole remedy, terminate this Agreement by written notice to Seller on or before the expiration of the Contingency Date, at which time the Earnest Money and shall be returned to Purchaser. Should Purchaser fail to give the written notice pursuant to clause (ii), above, on or prior to the expiration of the Contingency Date, then Purchaser's right to terminate this Agreement pursuant to this Paragraph shall end and Purchaser shall be deemed to have accepted the Permitted Exceptions.

3.07 Title Policy. As a condition to Purchaser's obligation to Close, the Title Company shall issue an Owner's Policy of Title Insurance (the "**Title Policy**") to Purchaser in the full amount of the Purchase Price. Purchaser agrees to pay the premium required for the issuance of the Title Policy. At Purchaser's sole cost, the Title Policy shall have extended coverage over the general exceptions contained therein, and shall contain endorsements reasonably satisfactory to Purchaser (but not being a condition to Purchaser's obligation to close).

4. PROVISIONS WITH RESPECT TO CLOSING.

4.01 Closing. The Parties agree that the closing on the Property (the “**Closing**”) shall be conducted by the Title Company at its offices located at 10850 Old County Road 15 #100, Plymouth, MN 55441 on or before September 15, 2021.

4.02 Purchaser’s Deliveries. At Closing, Purchaser shall:

- (a) Purchase Price. Deliver cash or other immediately available funds in the amounts described in Subsection 2.02.2;
- (b) Pro-rations. Pay all pro-rations, fees, and costs required of Purchaser under this Agreement;
- (c) CRV. Deliver or file a Certificate of Real Estate Value; and
- (d) Other. Deliver any other documents as may be reasonably required by the Title Company or by Seller, including but not limited to evidence that all authorized signatures required to bind Purchaser have been provided on all required Closing documents.

4.03 Seller’s Deliveries. At Closing, Seller shall:

- (a) Deed. A general warranty deed conveying the Property to Purchaser subject solely to the Permitted Exceptions in recordable form duly executed and acknowledged by Seller and certifying that no wells are located upon the Property or accompanied by a well disclosure certificate;
- (b) Possession. Deliver possession of the Property;
- (c) Affidavit of Seller. Deliver a standard form Seller’s Affidavit prepared on Minnesota Uniform Conveyancing Blank 50.1.2 or substantial equivalent as reasonably required by Title Company;
- (d) FIRPTA. Deliver an affidavit certifying that Seller is not a foreign person under § 1445 of the Internal Revenue Code;
- (e) Well & Septic Disclosures. Deliver certification of no well and septic on the property.
- (f) Pro-Rations. Pay all pro-rations, fees and costs required of Seller under this Agreement;
- (g) IRS Reporting Forms. Deliver the appropriate Federal Income Tax reporting form, if any is required;

- (h) Documents. Deliver any other documents as may be reasonably required by the Title Company or the Purchaser including, but not limited to, evidence that all authorized signatures required to bind Seller have been provided on all Closing documents; and
- (i) Other. Deliver all other documents as may be reasonably required by the Title Company to record Seller's Closing Documents and issue the Title Insurance Policy required by this Agreement and possession of the Property.

4.04 Closing Costs.

- (a) Seller's Costs. Seller shall pay the following costs and expenses in connection with Closing:
 - (i) recording fees on all documents necessary to convey marketable, insurable, and recordable title as required herein, not including the general warranty deed;
 - (ii) state deed tax;
 - (iii) expenses to correct any Objections to title necessary to convey marketable title;
 - (iv) Seller's own legal, accounting and other expenses associated with the transaction contemplated by this Agreement;
 - (v) Seller's portion of the prorated real estate taxes and assessments, as provided below;
 - (vi) one-half of any closing fee charged by the Title Company;
 - (vii) one-half the escrow fee, if any, charged by Title Company;
 - (ix) "green acres" taxes, if any, due on the Property; and
 - (x) all other costs typically assessed against a seller in the County in a transaction of this nature.
- (b) Purchaser's Costs. Purchaser shall pay the following costs and expenses in connection with Closing:
 - (i) Purchaser's portion of the prorated real estate taxes, as provided below;
 - (ii) The cost of recording the general warranty deed;

- (iii) the premium for any Title Policy and endorsements purchased by Purchaser;
- (iv) any mortgage registry tax with respect to Purchaser's financing;
- (v) one-half of any closing fee charged by the Title Company;
- (vi) one-half of the escrow fee, if any, charged by Title Company;
- (vii) any costs associated with the preparation of the Survey, if necessary; and all costs for issuance of the Title Commitment; and
- (v) all other costs typically assessed against a purchaser in the County in a transaction of this nature.

4.05 Taxes and Special Assessments. Seller shall pay all real estate taxes levied against the Property which are due and payable in all years prior to the year of Closing. Purchaser shall pay all real estate taxes levied against the Property which are due and payable in all years following the year of Closing. Real estate taxes for the Property due and payable in the year of the Closing shall be prorated on a calendar year basis as of the Date of Closing. All special assessments levied or pending as of the Effective Date of this Agreement shall be paid by Seller. Assessments certified for payment with the taxes due in the year of closing shall be prorated as of the Date of Closing. Purchaser shall assume any deferred special assessments and any assessments that are levied or become pending after Seller signs this Agreement, specifically including, but not limited to, any assessments related to Purchaser's development of the Property.

5. DEVELOPMENT AND REVIEW.

5.01 Document Review. Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser any surveys, engineering plans, studies, wetland delineation report or test results relating to the physical condition of the Property, but only to the extent any such items are in the possession of Seller.

5.02 Purchaser's Right to Enter Property. Seller hereby grants to Purchaser, and Purchaser's employees and agents, the right and permission from and after the Effective Date to enter upon the Property at all reasonable times for the purpose of completing its evaluation of the Property as described under Section 6 of this Agreement including, but not limited to, its feasibility review of the Property. Finally, it is specifically noted that any work to be conducted on site as ordered by the Purchaser such as soil tests, on-site survey work, etc. will be paid for by the Purchaser.

5.03 Indemnification of Seller. Purchaser shall promptly repair any damage to the Property caused to the Property by the inspection and other due diligence activities of Purchaser and/or Purchaser's representatives, agents, or employees. Purchaser shall immediately cause the Property to be restored to the condition that existed prior to such due diligence activities. Purchaser

agrees to indemnify Seller for and does hereby hold Seller harmless from and against all liability, claims or damage suffered by Seller as a result of Purchaser's entry upon the Property and Purchaser's activities pursuant to this Agreement (and the entry and activities of Purchaser's representative, agents or employees), which obligation shall, notwithstanding any other language in this Agreement, survive any termination or expiration of this Agreement for a period of one (1) year and shall be in addition to any other remedies set forth herein.

6. CONTINGENCIES.

6.01 Conditions Precedent. Seller's and Purchaser's obligation to consummate the transaction contemplated by this Agreement shall be subject to satisfaction or waiver of each of the following conditions.

6.01.01 Due Diligence Period. Purchaser shall have sixty (60) days to evaluate the feasibility and costs of the revitalization of the utilities and costs to complete the street and any other remaining infrastructure on the Property after which the Earnest Money shall become non-refundable or the Purchaser shall have the option of cancelling this Agreement without penalty and all Earnest Money shall be refunded if cancelled at the Purchaser's sole option in this 60-day time period.

6.01.02 Engineering. Purchaser shall evaluate the Property at their own expense with respect to engineering or any other due diligence matter.

6.01.03 Governmental Approvals/TIF District. Purchaser shall have determined in its sole and absolute discretion that it will receive all requisite permits, consents, licenses, and approvals from the Governmental Entities necessary for Purchaser to proceed. This includes but not limited to the Seller establishing a tax increment financing district structured under a PayGo arrangement to offset qualified development expenses.

6.01.04 Financing. Purchaser represents that this agreement is not contingent upon financing and failure to be able to close due to the Purchaser not securing financing from a lender shall not be a valid reason for cancellation of this agreement and for return of Earnest Money. If requested, Purchaser shall provide proof of funds to close or lender letter of intent within ten (10) business days or Seller may cancel this agreement at its sole discretion.

7. REMEDIES.

7.01 Seller's Remedies. In the event Purchaser breaches any term of this Agreement, Seller at its sole and exclusive remedies may terminate this Agreement and retain the Earnest Money, as liquidated damages.

7.02 Purchaser's Remedies. In the event Seller breaches any term of this Agreement, Purchaser may, as Purchaser's sole and exclusive remedies, (i) waive the contractual obligations of Seller and proceed to Closing; (ii) seek specific performance from Seller within six (6) months

of such default; or (iii) terminate this Agreement and receive as liquidated damages a return of the Earnest Money.

7.03 Notice of Cancellation. In the event either Purchaser or Seller, defaults in its performance of the terms of this Agreement, and Notice of Cancellation is served upon the defaulting party pursuant to Minn. Stat. § 559.217, the termination period shall be fifteen (15) days as permitted by Minn. Stat. § 559.217.

7.04 Notice and Right to Cure. Each Party, prior to seeking enforcement of remedies under Subsections 7.01, 7.02, or 7.03 herein, shall be entitled to written notice of any breach/default and shall have thirty (30) days from receipt of such notice to cure such breach/default.

8. Agency Disclosure. Purchaser and Seller warrant that they have not dealt with any brokers for this transaction.

9. [Reserved]

10. PROPERTY CONVEYED "AS IS." Except for the limited representations and warranties expressly set forth in Section 12, below, Purchaser acknowledges and agrees that upon Closing, Seller shall sell and convey to Purchaser and Purchaser shall accept the Property AS IS, WHERE IS, AND WITH ALL FAULTS and the Purchaser waives the written disclosure and inspection report required under Minnesota Statutes Sections 513.52 to 513.60. Seller makes no representations or warranties other than those representations and warranties specifically set forth in this Agreement. Seller is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or other person, unless the same are specifically set forth or referred to herein. Purchaser further acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the Purchase Price for the Property. The terms and conditions of this paragraph shall expressly survive Closing, and shall not merge with the provisions of any closing documents.

11. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

11.01 Specific Representations. Purchaser represents and warrants to Seller that, as of the date hereof and as of Date of Closing:

- (a) Purchaser has the full right, power, and authority to purchase the Property as provided in this Agreement and to carry out its obligations hereunder; and all action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken prior to Closing;
- (b) There are no attachments, executions, or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under

any other debtor-relief laws pending or, to Purchaser's knowledge, threatened against Purchaser; and

- (c) Purchaser shall promptly repair any and all damage caused by Purchaser, its employees, agents, representatives, contractors and subcontractors to the Property or any portion thereof.

11.02 Survival. All representations, warranties, covenants, indemnities and undertakings made herein shall be deemed remade as of Closing and shall be true and correct as of Closing and shall be deemed to be material and to have been relied upon by the parties, notwithstanding any investigation or other act of Seller heretofore or hereafter made, and shall survive Closing for a period of six (6) months.

12. REPRESENTATIONS AND WARRANTIES OF SELLER.

12.01 Specific Representations. Seller represents and warrants to Purchaser that as of the date hereof and as of the Date of Closing:

- (a) To the best of its knowledge, and without inquiry, Seller has not received notice of any violation of any ordinance, regulation, law or statute of any governmental authority or agency pertaining to the Property.
- (b) Seller has the full right, power, and authority to sell the Property as provided in this Agreement and to carry out its obligations hereunder; and all action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken prior to Closing.
- (c) Except as described in this Agreement, there are no parties with any interest in the Property and no other signatures are required to make this Agreement fully enforceable by Purchaser.
- (d) Seller does not know of any septic system, drain field or underground storage tanks located on the Property.
- (e) Seller does not know of any wells located on the Property.
- (f) No litigation or proceedings are pending or, to the best of Seller's knowledge and without inquiry, contemplated, threatened or anticipated, relating to the Property, or any portion thereof.
- (g) There are no tenants, persons or entities occupying any portion of the Property and to the best of Seller's knowledge and without inquiry no claim exists against any portion of the Property by reason of adverse possession or prescription.
- (h) Seller has fully complied with all obligations relative to the Property.

- (i) Seller has received no notice with respect to any investigation, administrative order, consent order or agreement, litigation, or settlement with respect to hazardous materials or hazardous material contamination that may exist with respect to the Property. Seller has not manufactured, stored, generated, treated or disposed of any Hazardous Material on the Property. As used herein, "**Hazardous Material**" means any hazardous, toxic, or dangerous waste, substance, or material, as currently defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any other federal, state, or local law, ordinance, rule, or regulation, applicable to the Property and establishing liability standards or required action as to reporting, discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic, or dangerous waste, substance or material.

12.02 General Conditions. If, prior to the Date of Closing, Seller obtains knowledge of a fact or circumstance the existence of which would constitute a breach by Seller of its representations and warranties hereunder or would render any such representations and warranties untrue or incorrect, Seller shall promptly notify Purchaser in writing of the same. Under said circumstances Purchaser may, in addition to the other remedies available under this Agreement, terminate this Agreement without further liability by giving written notice thereof to Seller, in which event the Earnest Money, if any, shall be returned to Purchaser and except for the provisions of Subsection 5.03, neither Seller nor Purchaser shall have any further rights, liabilities or obligations under this Agreement. As used herein, the term "best of its knowledge" means the actual knowledge (and not the implied or constructive knowledge) without any duty of investigation or inquiry of Seller.

12.03 Survival. All representations, warranties, covenants, indemnities and undertakings made herein shall be deemed remade as of Closing and shall be true and correct as of Closing and shall be deemed to be material and to have been relied upon by the parties, notwithstanding any investigation or other act of Purchaser heretofore or hereafter made, and, except as specifically provided otherwise herein, shall survive Closing for a period of six (6) months.

13. OPERATION PRIOR TO CLOSING. Between the Effective Date and Date of Closing, Seller shall operate and maintain the Property in the same manner as it is being operated on the date hereof and in accordance with prudent and reasonable standards.

14. [Reserved]

15. NOTICE. Any notice required or permitted hereunder shall be in writing and shall be given by United States registered or certified mail, postage prepaid; or transmitted by email; or deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed and delivered in the manner preferred by each recipient listed below:

If to Seller: GB Land LLC
Gary Brummer
3301 Hwy 169
Plymouth, MN 55441
612-581-7029
And copy by email to:

If to Purchaser: _____

And copy by email to:

with a copy to: Cara Leo
Custom Homebuilders Title
10850 Old County Road 15 #100
Plymouth, MN 55441 Monticello, MN 55362
And copy by email to: _____

Notices, demands, and requests by Seller or Purchaser in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder two (2) days after the date such notice, demand, or request is postmarked if mailed, or on the date of delivery if sent by confirmed email transmission or overnight courier. Either Party may change the place to which notice is to be sent by serving a written notice thereof upon the other in accordance with the terms hereof.

16. MISCELLANEOUS PROVISIONS.

16.01 The term “date of this Agreement,” “Effective Date” or “date hereof,” as used herein, shall mean the date on which the last Party hereto signs this Agreement.

16.02 Purchaser shall have the right to assign its rights hereunder. Notwithstanding anything herein to the contrary, any assignment by Purchaser shall not relieve Purchaser of its obligation contained in this Agreement and Purchaser shall remain liable for the same. The terms, provisions, warranties, representations, covenants, and agreements contained in this Agreement shall apply to, be binding upon, and inure to the benefit of, the Parties hereto and their respective legal representatives, successors, and assigns.

16.03 In case of a dispute as to the form of any document required hereunder, the current form adopted by the Minnesota Commissioner of Commerce as a Uniform Conveyancing Blank or prepared by the Minnesota State Bar Association shall be conclusively deemed reasonable.

16.04 Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

16.05 Failure of Seller or Purchaser to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant or condition.

16.06 Nothing contained herein is intended to create, nor shall it ever be construed to make, Seller and Purchaser partners or joint venturers.

16.07 The provisions of this Agreement are severable, and if any provision or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

16.08 This Agreement shall be governed and interpreted under the laws of the State of Minnesota.

16.09 Time is of the essence in the performance of this Agreement.

16.10 Neither this Agreement nor any memorandum of this Agreement shall be filed in the public records.

16.11 Various sections of this Agreement provide for the termination of this Agreement under certain circumstances and the return of earnest money to the Purchaser. In any such case, prior to Purchaser receiving a return of the earnest money, Purchaser shall first deliver to the Title Company an executed cancellation of this Agreement and a quit claim deed in favor of Seller with respect to the Property.

16.12 If either Party shall be required to employ an attorney to enforce or defend the rights of such Party hereunder, the prevailing Party shall be entitled to recover reasonable attorneys' fees.

EXHIBIT LIST

Exhibit A –Description of the Property

Exhibit B – Permitted Encumbrances

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, on the dates set forth below.

PURCHASER: GB Land LLC

SELLER: City of Howard Lake

By: 

Gary Brummer, President

Date: 6-15-22

Date: _____

EXHIBIT A

**Legal description
of the Property to
be added.**

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Building, zoning and subdivision statutes, laws, ordinances and regulations.
2. Reservations of minerals or of minerals rights in favor of the State of Minnesota, if any.
3. The lien of real estate taxes not yet due and payable.

June 25, 2021

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

RE: Turning Trails Proposal

Dear Mr. Haggenmiller:

Thank you for your response to our submission on the Turning Trails Proposal. Below please find our responses to your specific questions:

Full project schedule including estimated time allocations for the following:

*Due Diligence Period – The draft purchase agreement had requested 60 days from acceptance of purchase agreement. However as we have had more time since our original submission to do some additional preliminary work, we could propose shortening that to 45 days or less and closing one week after we notify the City that our due diligence has been satisfied. The largest open item is the testing of the utilities and determination of what rehabilitation is necessary and obtaining a cost estimate. If this can be completed faster we could move up the timelines. We are interested in closing this as soon as possible such that the lots might be ready for construction this fall.

*Street & Utility Construction – Would commence within 30 days of closing or less provided on contractor availability.

*First Building permit issuance – Within 30 days of closing provided the City will allow model homes to be constructed while the streets are being constructed.

*Final Certificate of Occupancy issuance – The market absorption rate for new homes will ultimately dictate how fast the subdivision construction goes but based on our experience it should not be longer than four years and could be substantially faster.

Confirmation of your proposed acquisition price of \$100,000 – Confirmed.

Acknowledgement of agreed upon playground equipment OR \$50,000 cash – Confirmed.

Floor & Elevation Plans of proposed (or closely related) units – Attached are some examples of elevations that we believe would be similar to those desired by future residents and builders.

Average sales price of proposed units – \$324,000

Speculated terms of the PayGo TIF - We assume that the TIF District would have a life long enough to have a reasonable likelihood of full recovery and that the eligible development costs that the TIF would include the utility renovations, curb/gutter, street and other customarily eligible development costs. The amount of TIF would be determined within the due diligence period after the utility inspection is completed and bids could be obtained for that and other work. This would also provide the information necessary to have a better understanding of the length the TIF district would have to be in place.

Again, thank you for this opportunity to present this proposal and we look forward to assisting the City in getting this project completed in a timely manner and making it an excellent addition to the community. If you have any questions, please do not hesitate to contact Gary at 612-669-1800 or me at 612-325-7414.

Sincerely,

Fred Stelter

Fred Stelter



Main Level



Lower Level

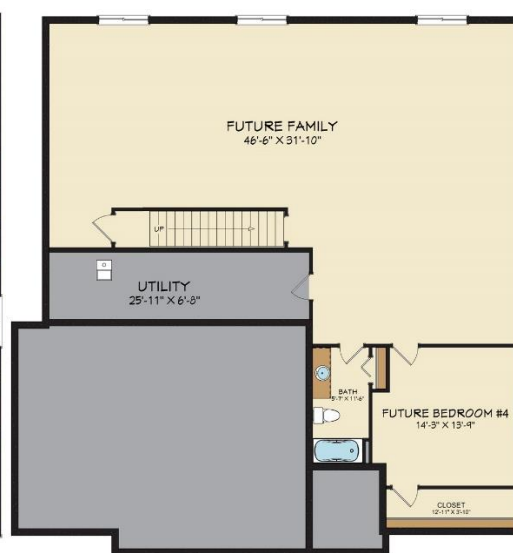




Main Level



Lower Level

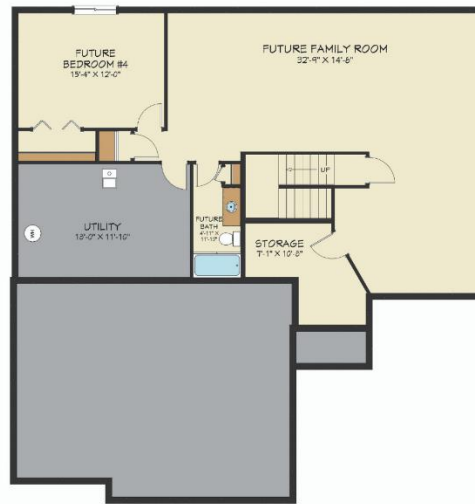




Main Level



Lower Level





HOWARD LAKE CITY COUNCIL MEETING

July 20, 2021

AGENDA ITEM: (J-g) – Consider Approving Ordinance 21-02 and
(J-h) – Resolution 21-13 Related to Water Use

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: The City has retained Dakota Supply Group to replace commercial and residential water meters with auto-read meters. The project is on track to start mid to end of September. Successful project implementation will require the City and the vendor to efficiently reach, schedule and ultimately complete meter replacements.

Communication Strategy

- DSG & City to send every property owner project information and scheduling prompts (twice)
- City will include information in the August City Newsletter
- City will have information on the city website directing residents and businesses to schedule times.
- Social Media blasts
- Newspaper article

From previous projects and discussions with the vendors, we anticipate a strong initial response rate between 50-70% of property owners. Therefore, we also anticipate about 30% of property owners (+/- 300) to be non-compliant. Good communication will only go so far. We must also enforce compliance through penalties. The City council carries great latitude in identifying what, when and how penalties are implemented.

The current Water Use Ordinance permits city staff or representatives access to the water meter. However, the penalty for prohibiting access is a misdemeanor. Misdemeanors must be tied back to specific state statutes and enforced by the police. Similar to other areas of our dated code we have found this is a difficult, if not impossible enforcement mechanism.

TWO OPTIONS:

1. Staff is proposing a surcharge of \$100 per month added to the utility bill of owners who are not in compliance with the ordinance. Homeowners who are resistant to the water meter replacement will be subject to this fine until they comply with the replacement of their current water meter for an auto-read meter.
2. Disconnect water service.

Consideration should be given to both options. It is likely not reasonable to do a graduated discipline process after initial prompts have failed. Ultimately, non-compliant properties will need to be installed by city staff, plumber or both under special circumstances.

FINANCIAL: Provide proper publication of the Ordinance Summary in the local paper.

LEGAL: The City would be required to follow proper publications.

COUNCIL ACTION REQUESTED:

1. **Approve Ordinance 21-02 Modifying City Code Chapter 10.02 Water Use Regulations.**
(Currently drafted for financial penalties only)
2. **Approve Resolution 21-13 Authorizing Summary Publication of Ordinance 21-02.**

ATTACHMENTS:

1. **Ordinance 21-02**
2. **Resolution 21-13**

ORDINANCE 21-02

AN ORDINANCE AMENDING SECTION 10.02 OF THE CITY CODE
WATER USE REGULATIONS

THE CITY OF HOWARD LAKE ORDAINS:

Section 12. Access, Inspection & Replacement. All water meters, water fixtures, appliances and appurtenances on private premises connected with the City water system shall be open to inspection, maintenance and replacement by proper employees of the City at all reasonable and ordinary hours. The water shall be kept and remain free from obstructions on or about the same so that it may be read, inspected or repaired at all reasonable hours, and if not so kept, the water may be turned off. The user or owner shall properly repair any leaking service pipe leading to a meter located on private premises, and if not properly and promptly repaired, the water shall turn off by the City. The right is reserved to suspend the use of fountains and facets, hose and sprinkler, gardens and grounds, and other purposes whenever in the opinion of the City that a public exigency may require.

Section 16. Penalty Provisions. ~~Any person, firm or corporation convicted of violating any provision of this ordinance is guilty of a misdemeanor.~~ A surcharge of \$100.00 per month is hereby imposed and added to every sewer billing to property owners who are not in compliance with this ordinance. The surcharge shall be levied monthly on properties not complying with the ordinance. This charge shall cease when the property has been inspected, meter installed or other verification of necessary for compliance is submitted to the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HOWARD LAKE THIS 20TH DAY OF July, 2021.

APPROVED:

Peter Zimmerman
Mayor of Howard Lake

ATTEST:

Nicholas Haggemiller
City Administrator-Clerk

(seal)

**CITY OF HOWARD LAKE
RESOLUTION 21-13**

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF
ORDINANCE NO. 21-02 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. 21-02 will clearly inform the public of the intent and effect of the Ordinance; and

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

NOW THEREFORE, BE IT RESOLVED that the following summary of Ordinance No. 21-02 is approved for publication:

**CITY OF HOWARD LAKE
ORDINANCE NO. 21-02**

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

The City of Howard Lake amended Chapter 10.02 to include revised Penalty Provisions for water meter maintenance and replacement.

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 20th day of July, 2021.

Peter Zimmerman, Mayor

ATTEST:

Nicholas Haggenmiller, City Clerk-Administrator



HOWARD LAKE CITY COUNCIL MEETING

July 20, 2021

AGENDA ITEM: (J-i) Consider Repeal of Ordinance 11.03 Regulation of Mailboxes.

(J-j) Consider Approving Resolution Authorizing Summary Publication of Ordinance 11.03 Regulation of Mailboxes.

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: The City has long had an ordinance regulating the placement of mailboxes throughout the City. The ordinance (attached) largely prohibits mailboxes from being placed in the City's right-of-way. The ordinance has been updated to meet special circumstances such as elderly/disabled residents located on the existing delivery route as well as new subdivisions that stresses the number of available PO boxes for lease.

It is not clear or known why the ordinance exists in the first place. Presumably, a large number of stand alone boxes poses hazards for snow removal, utility placement and generally adds to clutter. Still, as the community grows and new/different residents move to the community from other locations, the expectation for some sort of home delivery is frequently requested. Currently, USPS staff cites the existing ordinance as the sole reason this is not occurring. In turn, the City has been attempting to work with USPS staff to determine general guidelines for expanded delivery options to no avail.

This creates tension and confusion between the City/USPS/residents.

In the last few months, this situation has become exacerbated due to additional new residents moving to locations currently served by curb delivery who will no longer receive curb delivery, new homes in subdivisions requiring additional cluster boxes and the City lacking policy guidance from the post office in regards to the abilities to meet changes in the ordinance, if they were to be made.

Staff reviewed neighboring cities and random cities of differing sizes and could not find any sort of consistency in policy or actual delivery methods. More common, there does not appear to be many cities that have any sort of ordinance regulating the matter. Additionally, the most recent communication from the USPS is that Operations will not review any changes until the ordinance is no longer in effect.

LOOKING AHEAD: Assuming the city council repeals ordinance 11.03, this DOES NOT mean any changes in service delivery from the USPS will be made or considered. Repeat requests for written guidance from the USPS have been left unaddressed. It is not clear if the USPS will expand to curb delivery, under what terms and who is to pay for installation and maintenance of boxes if/when placed. We do hope that this either removes the City from consideration or in the very least provokes a more detailed/formal response from the USPS on the matter.

POSSIBLE CONDITIONS/POLICY

These are speculative based on past discussions, not confirmed by USPS.

- Residents & businesses within ¼ mile of the post office are ineligible for any sort of home delivery and must rent.
- Residents within ¼ mile and NOT on an existing delivery route are eligible for a free box from the USPS.
- Under no circumstances will door delivery be available in Howard Lake.
- The USPS may consider curbside delivery provided:
 - o Units are clustered at the curb in units of at least 2 boxes and up to 18 boxes
 - o Clusters are located on existing delivery routes (I have yet to see a map of this route)
 - o The USPS has in the past offset the cost of purchase & installation of boxes – but NOT the concrete beneath the CBU's or smaller clusters
 - o Once constructed they would be the responsibility of the City to maintain including, assignments, keying and snow removal around the boxes etc.
 - The USPS may handle the administration of boxes but would charge for key assignments, lost keys etc. at a cost of \$40 each.

DECISION MAKING METRICS: The City would like to remove itself from the regulation of mailboxes and leave it up to the post office to make this decision.

FINANCIAL: None.

LEGAL: None.

STRATEGIC PLAN: Deliver High Quality Public Services | Expand Services to Meet Changing Community Needs

RECOMMENDATION:

1. Repeal In Full Ordinance 11.03 Regulation of Mailboxes
2. Approve Resolution Authorizing Summary Publication of Repealed Ordinance.

ATTACHMENTS:

1. Ordinance 11.03 Regulation of Mailboxes

**CITY OF HOWARD LAKE
RESOLUTION 21-13**

**A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF REPEAL
ORDINANCE 11.03 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 11.03 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 11.03 is approved for publication:

**CITY OF HOWARD LAKE
ORDINANCE NO. 11.03**

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

The City of Howard Lake removes Chapter 11.03 Regulation of Mail Boxes

Section 2. The full ordinance repeal 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 20th day of July, 2021.

Peter Zimmerman, Mayor

ATTEST:

Nicholas Haggemiller, City Clerk-Administrator

Chapter 11.03

Regulation Of Mail Boxes

Section 1. No person or property owner shall erect or cause to be erected or installed a box for the delivery of mail on any property or right-of-way owned by the City of Howard Lake or upon any property which the City of Howard Lake has an easement.

- A. The City of Howard Lake allows home delivery of mail to residents who live on Imhoff Avenue north and east of Mallard Pass Lake.
- B. No mailbox shall be placed in the outside radius of a cul-de-sac.

Section 2. When any person or property owning a mail box which is presently located in the City right-of-way or on an easement/property in front of that person's property moves away from the premises or sells the property, the mail box shall immediately be removed by said owner and shall not be replaced.

Section 3. Penalty. Any individual, person, or property owner violating any provision of this ordinance is guilty of a misdemeanor.