1306 Third Avenue

Dogs continually getting loose (Pit Bull) She needs to call us.

Dog attacked me, called police, no citation, told owner that he needed a more secure way of attaching leash (he had the leash attached to a broken hydrangea branch). At that time, the dog had gotten loose at least three times. See CFS 201504344 7

No calls to police

I have brought the dog home 5 different times, most of the time, the owner didn't even know that the dog was gone. Once he was at the door of the Laker Apts., another time he was on 2nd avenue, another time, he was in the middle of Third Ave. and vehicles were trying to get by him.

Nick said he didn't remember - said it didn't happen

A couple of weeks ago, Nick Naxay pulled up in front of their house, got out, came around to the back door, opened it, and out jumped the dog. Shouldn't he have taken the dog to the Vet in Windom?

Sometimes in the morning, they will attach the leash to the front porch and the dog will lay on the lawn next to the sidewalk, he has enough leash to move into the sidewalk.

This dog is a very friendly dog, but when he attacked me, friends of the family bring their female pit bull over and that was when Tyson attacked me. He was within 6 inches of my leg and that hydrangea branch held. Many times, that female is left there (sort of babysitting it).

The neighbors to the east have two very small dogs and they can't tie up their dogs in the back yard because of Tyson.

During the winter, they would tie Tyson up, outside, no shelter, no water, and no food. This would be 1 – 2 in the morning, no one is outside, and finally, the poor dog is freezing and he starts barking to get inside. My bedroom is directly above their backyard, and the neighbor's bedroom is in the front of the house, and after several minutes of barking, they might come bring him in.

I've stopped complaining to them because I always need to watch what I say and do because of the overwhelming amount of people that come and go on a constant basis at that address (1306 Third Ave.).

I've never seen anything, but I am very sure that drugs are a factor.

While visiting my niece in Windom, I was surprised to see some of the vehicles across the street from her house, that frequent my neighbor !!! The next door neighbor to this house lives a Windom police officer, who I visited, we talked, I told him what is happening next to me, and I advised him that I would provide him with license plate number/vehicle make and get it to him. He has been out in his back yard and could smell marijuana, but he needs to be careful because it would just be him against them. I told him that I would be there in

court if it got to that point. I have the list, and I will be bringing it to him on Wednesday. The list is probably outdated now, because just about all of the people have now changed vehicles, which is frequently.

Since all this has been going on, they have put two chimneys in the garage, one on the east wall and the other on the east sloped roof. Neither one can be seen when the police drive down the alley. When they are smoking, they close the garage door, light up the stove that he has in there, and he usually would use trash ie. Paper plates, leaves, anything that would have an odor to offset the pot. Before he set this up in the garage, he would have a smoldering fire going throughout the night, every night (when it was colder). Guys would come (to visit) at one, two or three o'clock in the morning, stand out there around the smoldering fire, pass around a joint, and have chats, never once did they ever try to whisper. NO Calls

They purchased the property from Mark Hanson, contract for deed. So far, they have been the longest staying resident at that address. It has always been very transient at that address.

I live alone, I am a senior citizen, I have filed many police reports, regarding damage to my property, but I am very cautious of the Lao community when you have problems with one, you have problems with all.

When Ken Bradford was Chief, I could talk with him, I do not care to deal with Doug Bristol, in any way, shape or form.

MOUNTAIN LAKE POLICE DEPARTMENT

Drawer C, 930 3rd Avenue, Mountain Lake, MN 56159
Phone 507-427-3403 Fax 507-427-3309

CFS - Command Log

Printed on August 13, 2015

CFS #	2015043447
Call Taker	Doug Bristol
Location	1302 3RD AVE, MOUNTAIN LAKE, MN 56159
Location Details	Comlaint about dog next to her yard.
Primary Incident Code	CITIZEN COMP : Citizen Complaint
Mod	Routine
Priority	3
Use Caution	No
Disposition	Handled By Officer / Deputy
Call Time	04/29/15 12:42:00
Completed Time	04/29/15 12:48:24

Reporters

MCKISSICK, GLORIA MARCIA (Initial Reporter)

Sex	Female
DOB	
Address	1302 3RD AVE MOUNTAIN LAKE, MN 56159
Report Time	04/29/15 12:42:00
How Reported	In Person
From Phone	
Contact Phone	

Comments

Other Names

Vehicles

Responders

114 (Primary)	114 - Bristol, Doug	MLPD

First Response Times

Assigned	04/29/15 12:42:00 *
Enroute	04/29/15 12:42:00 *
On Scene	04/29/15 12:42:00
Completed	04/29/15 12:48:24

IR / External Agency Numbers

Command Log

04/29/15 12:42:00 | Bristol, Doug | 114 | Officer Initiated

04/29/15 12:42:16 | Bristol, Doug | 114 | Assign

04/29/15 12:42:19 | Bristol, Doug | 114 | On Scene

04/29/15 12:42:38 | Bristol, Doug | No checks needed

04/29/15 12:47:27 | Rupp, Jason | 114 | Check Status (Time (minutes): 3)

04/29/15 12:47:40 | Rupp, Jason | 114 | Clear Alarms

04/29/15 12:47:42 | Bristol, Doug | Complaint said the dog to the east of her yard was able to get on her property with his leash on. Requested we talk to the owner and ask for the dog to be moved or leash shortened. Talked to resident at 1306 3rd Ave. He was going to take care of the problem.

04/29/15 12:48:24 | Bristol, Doug | 114 | cleared (Location: In Service)

MOUNTAIN LAKE POLICE DEPARTMENT

Page	1	Case No.	13-07-0646		
Beat	Rpt Dist	Type: Criminal			Seq: 1

Crime / Incident (Primary, Secondary, Tertiary)
8.09.2.6 NOISE COMPLAINT-FAIL TO DISPERSE

Attempt ☐ ☐ ☐

Occurred	Date	Time	Day
On or From	07/06/2013	23:43	Sat
To	07/06/2013		Sat
Reported	07/06/2013	23:43	Sat

Location of Incident 1306 3RD AV, MOUNTAIN LAKE, MN
Cross Street 1306 3RD AV
County

Dispo "V" = Victim "RP" = Reporting Party "W" = Witness "S" = Suspect "O" = Other

Dispo	Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
RP	MCKISSICK, GLORIA MARCIA	W	F			-	(	BRO	(
Address: 1302 3RD AV		DOB		DL Number				State: MN	Work Phone: ()
City, State, Zip Code: MOUNTAIN LAKE MN 56159-		SSN		Local ID #		State #		FBI #	Cell Phone: (507) 822-2597
S	KEOSAYKHAM, KHAMDAENG NMN	A	M						(
Address: 1101 5TH AV		DOB		DL Number				State: MN	Work Phone: ()
City, State, Zip Code: MOUNTAIN LAKE MN 56159-		SSN		Local ID #		State #		FBI #	Cell Phone: ()
	Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address		DOB		DL Number				State	Work Phone
City, State, Zip Code		SSN		Local ID #		State #		FBI #	Cell Phone
	Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address		DOB		DL Number				State	Work Phone
City, State, Zip Code		SSN		Local ID #		State #		FBI #	Cell Phone

Synopsis :

Continuation Attached : ☐	PropertyList Attached : ☐		
UCR : 9999	Press Release : ☐	Domestic Violence Case : ☐	
Gang Related : N	Hate Crime : ☐	Victim Senior Citizen : ☐	
Pursuit : ☐	Force Used : ☐	Child Abuse : ☐	
	County Code :	Disposition : CLSD	
Agency ORI #		Connecting Case #	
		CAD/CFS Event # 13-07-0646	

Assigned To : Emily Mathiowetz Date : / /

Officer ID : Emily Mathiowetz ELM	Reviewed By : Doug Bristol	Approved : YES	Date : 08/12/2013

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07/06/13 at 2343 hours I was dispatched to 1306 3rd ave for a noise complaint about the nieghbors being loud and having a party. I talked to them about about the the noise and they needed to keep it down.They said they would go inside and try to keep the noise down.

07/07/13 at 0224 hours I was dispatched to 1306 3rd ave for a noie complaint. When I arrived I could not hear anyone talking or being loud. The caller said they were not as loud as before but she heard lots of giggling. I talked to the people and they said they would keep it down.

07-16-13 Maryellen sent them a letter about the noise complaint and informed them in the future they will recieve a midemeanor ticket.

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MOUNTAIN LAKE POLICE DEPARTMENT

P.O. BOX C, 930 3RD AVENUE
MOUNTAIN LAKE, MN 56159

Calls For Service Detail Page

Print Date : 08/13/2015 | CFS # 13-07-0646

Date : 07/06/2013	Day : Saturday	Time : 23:43:55	Dispatcher ID : EMILY	Agency : MLPD
Beat :	Sector :	District :	Incident # 13-07-0646	

Address : 1306 3RD AV
Location : 1306 3RD AV
City : MOUNTAIN LAKE
County :

REPORTING PARTY INFORMATION

Name : ,
Location :
Phone :
Requests Contact : N

RESPONSE INFORMATION

1st Unit : 116	2nd Unit :	Total Consumed Minutes of all associated Units : 10
Officer ID : ELM Emily Mathiowetz	Officer ID :	
Dispatch Time : 07/06/2013 23:43:58	Dispatch Time : / / : :	
Enroute Time : 07/06/2013 23:43:58	Enroute Time : / / : :	
Arrive Time : 07/06/2013 23:45:00	Arrive Time : / / : :	Dispatch ID : EMILY
Clear Time : 07/06/2013 23:53:54	Clear Time : / / : :	

CALL DETAILS

Call Type : 3003 Ordinance-Public Nuisance
Priority : 0

Description :

EMD Code:

Disposition : VERBAL Verbal Warning

Comments : Noise complaint about the nieghbors being loud and having a party. I talked to them about about the loud level. They said they would go inside and try to keep the noise down.

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MOUNTAIN LAKE POLICE DEPARTMENT

P.O. BOX C, 930 3RD AVENUE
MOUNTAIN LAKE, MN 56159

Calls For Service Detail Page

Print Date : 08/13/2015

CFS # 13-04-0296

Date : 04/05/2013	Day : Friday	Time : 11:11:20	Dispatcher ID : KEN	Agency : MLPD
Beat :	Sector :	District :	Incident # 13-04-0296	

Address : 1302 3RD AV

Location : 1302 3RD AV

City : MOUNTAIN LAKE

County :

REPORTING PARTY INFORMATION

Name : MCKISSICK, GLORIA 07/14/1947

Location : 1302 3RD AV, MOUNTAIN LAKE, MN

Phone : 507 427-3902

Requests Contact : N

RESPONSE INFORMATION

1st Unit : 113	2nd Unit :	Total Consumed Minutes of all associated Units : 18
Officer ID : KWB Ken Bradford	Officer ID :	
Dispatch Time : 04/05/2013 11:11:22	Dispatch Time : / / : :	
Enroute Time : 04/05/2013 11:11:23	Enroute Time : / / : :	
Arrive Time : 04/05/2013 11:11:23	Arrive Time : / / : :	Dispatch ID : KEN
Clear Time : 04/05/2013 11:29:11	Clear Time : / / : :	

CALL DETAILS

Call Type : 4010 Criminal Damage to Property

Priority : 0

Description :

EMD Code:

Disposition : REPORT Report

Comments : Gloria reported that someone threw some gas or somthing on some of her plants. After looking at it, it apperas to be used motor oil. She eill send damage amounts.

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MOUNTAIN LAKE POLICE DEPARTMENT

Page	1	Case No.	13-04-0296		
Beat	Rpt Dist	Type: Criminal			Seq: 1
Crime / Incident (Primary, Secondary, Tertiary)	Attempt	Occurred	Date	Time	Day
609.595(3) CDTP-FOURTH DEGREE	☐	On or From	04/05/2013	11:11	Fri
	☐	To	04/05/2013		Fri
	☐	Reported	04/05/2013	11:11	Fri

Location of Incident 1302 3RD AV, MOUNTAIN LAKE, MN

Cross Street 1302 3RD AV

County

Dispo "V" = Victim "RP" = Reporting Party "W" = Witness "S" = Suspect "O" = Other

Dispo	Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
RP	MCKISSICK, GLORIA MARCIA								
Address: 1302 3RD AV		DOB		DL Number				State: MN	Work Phone: ()
City, State, Zip Code: MOUNTAIN LAKE MN 56159-		SSN		Local ID #		State #		FBI #	Cell Phone: ()
O	SAYACHACK, NY NMN					1		E	Home Phone: ()
Address: 1304 3RD AV		DOB		DL Number				State: MN	Work Phone: ()
City, State, Zip Code: MOUNTAIN LAKE MN 56159-		SSN		Local ID #		State #		FBI #	Cell Phone: ()
	Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address		DOB		DL Number				State	Work Phone
City, State, Zip Code		SSN		Local ID #		State #		FBI #	Cell Phone
	Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address		DOB		DL Number				State	Work Phone
City, State, Zip Code		SSN		Local ID #		State #		FBI #	Cell Phone

Synopsis :

	Continuation Attached : ☐	PropertyList Attached : ☐	
	UCR : 14	Press Release : ☐	Domestic Violence Case : ☐
	Gang Related : N	Hate Crime : ☐	Victim Senior Citizen : ☐
	Pursuit : ☐	Force Used : ☐	Child Abuse : ☐
		County Code :	Disposition : OPEN
	Agency ORI #		Connecting Case #
			CAD/CFS Event # 13-04-0296

Assigned To : Ken Bradford Date : 04/05/2013

Officer ID :	Reviewed By :	Approved :	Date :
Ken Bradford KWB	Doug Bristol	YES	05/20/2013

29

On 4/5/13 at 1111 Hours, I, Officer responded to 1302 3rd Ave for a report of Damage to Property. Upon arrival, I spoke with Gloria Marcia McKissick Gloria walked me to back part of her yard to show me two spots with that she believed was gasoline. I observed two large black areas on the ground on her property, one on the grass and another around a tree and flower bed. I bent down and touch the substance and concluded that it was used motor oil. In the driveway next to Gloria's was a large dumpster was with debris and other garbage in it. Gloria pointed out some dark spot on the ground next to the dumpster and felt that it was oil also.

Gloria stated that she did not know when it happened. She stated that when she first saw it, she thought that it was a wet spot from the melted snow. Gloria stated that as the snow melted, that she then seen the next area. The areas looked like a deliberate pour in those two areas especially around the tree. Gloria stated that she did not know who had done it, but some people had been cleaning the house next out to hers. Gloria stated that she did not want to accuse anyone of this. Gloria also talked about the feud she had been having with Mark and Sharron Hanson with the property line.

I asked her about when she seen the damage and whether or not she had seen the black stuff on top of the snow. Gloria stated that she did not see anything like that concluding that it had to have happened prior to the snow fall. Gloria then talked about the prior neighbors and who they were and she didn't suspect them at all. I then asked Gloria to get me an estimate of the damage and she stated that she would have to wait for the flowers to grow until she knew what they were and how much they costs I then told her that I would speak with the neighbors and write up a report. I then cleared from the call.

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MOUNTAIN LAKE POLICE DEPARTMENT P.O. BOX C, 930 3RD AVENUE MOUNTAIN LAKE, MN 56159	Page 1	Incident Supplement Page
	Case No.	13-04-0296
	Reported 04/08/2013 20:21 Monday	

Title: *Interview with Ny*

On 4/8/13 at 2021 hours,I, Officer Bradford spoke with Ny Sayachack , , Gloria's neighbor at 1306 3rd Ave about the oil. Ny stated that she had just moved in the house two days ago. I asked her if she had been dumping stuff in the garbage container. Ny stated that she did not. I asked her who had been cleaning the house then and Ny stated that Mark Hanson had people cleaning the house and she did not know who they were. I then thanked Ny for her time and the cleared from her house.

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Officer ID :		Agency :	Reviewed By :	Date :
Ken Bradford	KWB	MLPD	Doug Bristol	05/20/2013

MOUNTAIN LAKE POLICE DEPARTMENT

Page	1	Case No.	11-09-0878		
Beat	Rpt Dist	Type: Criminal			Seq: 1
		Occurred	Date	Time	Day
		On or From	09/16/2011	15:23	Fri
		To	09/16/2011		Fri
		Reported	09/16/2011	15:23	Fri

Crime / Incident (Primary, Secondary, Tertiary)
609.595(3) CDTP-FOURTH DEGREE
<empty>

Attempt

Location of Incident 1306 3RD AV, MOUNTAIN LAKE, MN
Cross Street 1306 3RD AV
County

Dispo "V" = Victim "RP" = Reporting Party "W" = Witness "S" = Suspect "O" = Other

Dispo	Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
S	GLANZER, MORGAN KAY								(507)
Address: 1306 3RD AV		DOB		DL Number				State: NY	Work Phone
City, State, Zip Code: MOUNTAIN LAKE MN 56159-		SSN		Local ID #		State #		FBI #	Cell Phone
V	MCKISSICK, GLORIA MARCIA								Home Phone
Address: 1302 3RD AV		DOB		DL Number				State	Work Phone
City, State, Zip Code: MOUNTAIN LAKE MN 56159-		SSN		Local ID #		State #		FBI #	Cell Phone
	Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address		DOB		DL Number				State	Work Phone
City, State, Zip Code		SSN		Local ID #		State #		FBI #	Cell Phone
	Last, First, Middle (Firm if Business)	Race	Sex	Age	HT	WT	Hair	Eyes	Home Phone
Address		DOB		DL Number				State	Work Phone
City, State, Zip Code		SSN		Local ID #		State #		FBI #	Cell Phone

Synopsis :

Continuation Attached :	PropertyList Attached :		
UCR : 26	Press Release :	Domestic Violence Case :	
Gang Related : N	Hate Crime :	Victim Senior Citizen :	
Pursuit :	Force Used :	Child Abuse :	
	County Code :	Disposition : CLSD	
Agency ORI #		Connecting Case #	
		CAD/CFS Event # 11-09-0878	

Assigned To : Joey Larson Date : / /

Officer ID : Joey Larson	JML	Reviewed By : Ken Bradford	Approved : YES	Date : 09/26/2011

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On 09/15/2011, I, Officer Larson met with Gloria Mckissick at the Mountain Lake Police Department office; she wanted to report several issues. Some of the things she was reporting were civil issues and I advised her of how to take care of civil issues. Gloria wanted to report that two of her kittens were killed. Gloria said that she thought that her neighbor had killed the cats because of an ongoing civil dispute. Gloria provided me with a written statement about her actions and thoughts. Gloria said that she thought that the kittens were killed either on 09/12 or 09/13. Gloria said that the neighbor lady had made comments when Chief Bradford had come to the house about killing the cats. Gloria said that this was very frightening and upsetting for her. I asked Gloria if she thought someone came onto her property and killed the cats and shes said that she thought that the kittens wandered off. Gloria mentioned that a fence was knocked over. Gloria told me that the fence was not damaged in any way. Gloria said that a bench was also thrown, Gloria told me that the bench was not damaged in any way.

On 09/16/2011 at approximately 1502 hours, I went and spoke with Gloria's neighbor, Morgan Kay Glanzer, DOB: I advised Morgan of why I was at her house and I asked her if she knew anything about the neighbor's kittens and she told me that she knew that Gloria let them run freely often. I asked her if she's ever done anything to the kittens and she said no. I asked her if she has ever tried to catch them and she said no. I then asked her if she had made comments when she was around Chief Bradford and she said that she did but she was just upset and wanted to make Gloria mad. I confirmed with Morgan that it was not a true statement and she said that it wasn't.

I then thanked Gloria for her time and cleared from the scene.

On 09/27/2011, Gloria called me wanting to follow up with me. I explained to Gloria what I did and I explained to Gloria that I explained what would happen if there was damage to Gloria's property. Gloria then immediately said that the items were damaged and that the fence was ruined. This is contradictary to what she had told me earlier in the month. I asked Gloria if the damage had been there for a while or if something else had occured and Gloria explained that it was from before. I then asked Gloria if she had a price for the fence and she said she did not.

Report forwarded to the Mountain Lake City Attorney.

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MOUNTAIN LAKE POLICE DEPARTMENT P.O. BOX C, 930 3RD AVENUE MOUNTAIN LAKE, MN 56159	Page 1	Incident Supplement Page
	Case No. 11-09-0878	
	Reported 10/19/2011 07:07 Wednesday	

Title: ***Fax from city attorney***

On 10/19/2011, I, Officer Larson recieved a fax from Mountain Lake City Attorney stating that there will not be charges filed at this time. I mailed a copy of the letter to the victim.

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Officer ID :	Agency :	Reviewed By :	Date :
Joey Larson *JML*	*MLPD*	*Ken Bradford*	*10/25/2011*

Title: *Letter from County Attorney*

On10/27/2011, I recieved a letter from Cottonwood County Attorney describing that there will be no charges filed due to there not being any animals recovered. I sent a letter to Gloria, the victim.

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Officer ID :	Agency :	Reviewed By :	Date :
Joey Larson JML	MLPD	Ken Bradford	10/28/2011

MOUNTAIN LAKE POLICE DEPARTMENT

P.O. BOX C, 930 3RD AVENUE
MOUNTAIN LAKE, MN 56159

Calls For Service Detail Page

Print Date : 08/13/2015 | CFS # 11-09-0867

Date : 09/13/2011	Day : Tuesday	Time : 16:08:19	Dispatcher ID : KEN	Agency : MLPD
Beat :	Sector :	District :	Incident # 11-09-0867	

Address : 1302 3RD AV
Location : 1302 3RD AV
City : MOUNTAIN LAKE
County :

REPORTING PARTY INFORMATION

Name : MCKISSICK, GLORIA 07/14/1947
Location : 1302 3RD AV, MOUNTAIN LAKE, MN
Phone : 507 427-3902
Requests Contact : N

RESPONSE INFORMATION

1st Unit : 110	2nd Unit :	Total Consumed Minutes of all associated Units : 16
Officer ID : KWB Ken Bradford	Officer ID :	
Dispatch Time : 09/13/2011 16:08:21	Dispatch Time : / / : :	
Enroute Time : 09/13/2011 16:08:21	Enroute Time : / / : :	
Arrive Time : 09/13/2011 16:23:40	Arrive Time : / / : :	Dispatch ID : KEN
Clear Time : 09/13/2011 16:23:40	Clear Time : / / : :	

CALL DETAILS

Call Type : 5019 Civil Dispute
Priority : 0

Description :

Disposition : HANDLE Officer Handled
EMD Code:

Comments : Gloria wanted to complain about issues with her property line. Gloria stated Mark Hanson made claims about the line and now they have since changed since mark has rented out the house. Called Purrington who stated that the complainant needs to get an attorney and get the property surveyed. Items on the line need to be left alone until that processes is done.

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MOUNTAIN LAKE POLICE DEPARTMENT

P.O. BOX C, 930 3RD AVENUE
MOUNTAIN LAKE, MN 56159

Calls For Service Detail Page

Print Date : 08/13/2015		CFS # 11-09-0860	
Date : 09/09/2011	Day : Friday	Time : 15:45:42	Dispatcher ID : LOUIS	Agency : MLPD
Beat :	Sector :	District :	Incident # 11-09-0860	

Address : 1306 3RD AV
Location : 1306 3RD AV
City : MOUNTAIN LAKE
County :

REPORTING PARTY INFORMATION

Name : MCKISSICK, GLORIA 07/14/1947
Location : 1302 3RD AV, MOUNTAIN LAKE, MN
Requests Contact : N
Phone : 507 427-3902

RESPONSE INFORMATION

1st Unit : 113	2nd Unit :	Total Consumed Minutes of all associated Units : 12
Officer ID : LMN Louis Norell	Officer ID :	
Dispatch Time : 09/09/2011 15:45:44	Dispatch Time : / / : :	
Enroute Time : 09/09/2011 15:45:45	Enroute Time : / / : :	
Arrive Time : 09/09/2011 15:45:45	Arrive Time : / / : :	Dispatch ID : LOUIS
Clear Time : 09/09/2011 15:57:04	Clear Time : / / : :	

CALL DETAILS

Call Type : 5004 Citizen Complaint
Priority : 0

Description :

EMD Code:

Disposition : HANDLE Officer Handled

Comments : Gloria wanted to make a complaint about the two dogs barking at 1306 3rd Ave. Gave her written statement forms. Dogs were inside, but windows were open and dogs were barking constantly while I was standing in front yard. Sister of dog owner went into house, closed windows and stayed with dogs. Barking stopped when I couldn't be seen and when they went inside.

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MOUNTAIN LAKE POLICE DEPARTMENT

P.O. BOX C, 930 3RD AVENUE
MOUNTAIN LAKE, MN 56159

Calls For Service Detail Page

Print Date : 08/13/2015 | CFS # 11-09-0837

Date : 09/01/2011	Day : Thursday	Time : 17:54:43	Dispatcher ID : JOEY	Agency : MLPD
Beat :	Sector :	District :	Incident # 11-09-0837	

Address : 1302 3RD AV
Location : 1302 3RD AV
City : MOUNTAIN LAKE
County :

REPORTING PARTY INFORMATION

Name : MCKISSICK, GLORIA 07/14/1947
Location : 1302 3RD AV, MOUNTAIN LAKE, MN
Phone : 507 427-3902
Requests Contact : N

RESPONSE INFORMATION

1st Unit : 112	2nd Unit :	Total Consumed Minutes of all associated Units : 21
Officer ID : JML Joey Larson	Officer ID :	
Dispatch Time : 09/01/2011 17:54:43	Dispatch Time : / / : :	
Enroute Time : 09/01/2011 17:54:43	Enroute Time : / / : :	
Arrive Time : 09/01/2011 17:59:09	Arrive Time : / / : :	Dispatch ID : JOEY
Clear Time : 09/01/2011 18:15:15	Clear Time : / / : :	

CALL DETAILS

Call Type : 3002 Ordinance-Animal Violation
Priority : 0

Description :

Disposition : VERBAL Verbal Warning
EMD Code:

Comments : Advised Gloria of the complaint from Morgan Lidtke about her stray cats she has wandering. Advised Gloria not to feed any stray cats and to have her cats contained. Gloria understood and agreed.

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Utility Bills/Rentals

Previously, I have questioned how Mountain Lake deals with final utility bills on rentals.

I have a complaint regarding this ordinance, but my biggest complaint comes when the city worker goes to the address to read the meter. I am going to use the date of May 1st, for the meter read. This would be the final billing for this client. There should be a final invoice sent asap, OR, the clerk should be getting an address to send the final bill. Absolutely nothing is done with this meter read UNTIL the following month....yes, the following month, not the end of May, but the end of June. The invoices are always a month behind, regardless that it is a final bill.

When I was renting the property, I found that it was less of a headache if I kept the electricity in my name so that I would see if the bill was paid or not. I would deliver the invoice to the tenant, but because my tenant had purchased the property, Contract for Deed, the utilities were put into her name. I don't remember if she paid a deposit, I was not involved in the changing of the names, but I have been told that I am responsible for any unpaid utilities, but I am never informed of this past due amount, so that was the reason for keeping it in my name.

When she defaulted on the Contract for Deed, she changed the account back into my name, and if there was a deposit paid when it went into her name, it was probably credited to her account, and when she moved on Sept. 4th, she had already been in a payment plan with Linda from the invoice for May (I think it was). I found this out when I went to City Hall to see if I could have something done about having a certain amount of electricity allotted to that address because of the past due monies that were owed and I knew she was not going to be there for that long, and she was already terribly past due. As it turned out, she never did pay that invoice that she had been in a payment plan with, and I had to pay for usage for June, July, August and 4 days in September. It has been almost a year, and I have been trying to get myself squared away with other bills because I am on a fixed income.

UTILITY BILLING SEQUENCE

Electric rates for customers of Mt. Lake Utilities vary from month to month because the Utility adjusts its rates to reflect the actual cost of power each month (power cost adjustment).

Western Area Power Agency (WAPA) bill is received by the Utility around the 10th of the month; all other power bills come via Central MN Municipal Power Agency (CMMPA) and are received around the 15th of the month. Municipal Utility customer bills are processed, and mailed by the 23rd of the month.

The cost of power for the month of May is used to calculate the 'used in May, billed in June, due in July' rate.

If a tenant moves and the meter is 'final read' on May 1 the rates for May will not be received until mid-June.

When the Utility is notified that a tenant is moving out staff asks for and receives an address to which the final bill should be sent; but sometimes that's not where the tenant actually moves to.

Utility bill at 502 10th St. N.

Bill in Owner's name

Dec. 2011 usage, billed in Jan. 2012, paid in Feb. 2012 by owner

Last bill paid by owner - Feb. 2013 usage, billed in March 2013, paid in April 2013

Property purchased Contract for Deed; Bill in purchaser's name

March 2013 usage, billed in April 2013, paid in May 2013 by contractor for deed purchaser

Purchaser's last bill – June 2014 usage, billed in July 2014, paid in Aug. 2014

Purchaser did not pay all bills in total; what wasn't paid was collected through Revenue Recapture in April 2015

Bill put back in owner's name

first bill paid by owner - July 2014 usage, billed in Aug. 2014, paid in Sept. 2014 bill was in owner's name

last bill paid by owner – May 2015 usage, billed in June 2015, paid in July 2015 was in owner's name

Bill is still in owner's name; June 2015 usage, billed in July 2015, paid in Aug. 2015, first bill paid by renter

Building permits

I am in the process of selling my rental house (red house behind the funeral home 502 N. 10th St) contract for deed. The paperwork is not finalized because the attorney (Schramel in Windom) has instructed me to put together a list of monies that the previous "owner" owed me after she defaulted on the loan.

The new buyer was aware of the need for shingling the roof and he proceeded with the task. I talked with Brandon Green, who works for Bargens to see if they had shingles in their warehouse that could be purchased at a discount from Bargen. He talked with Bryan Bargen and 13 packs of shingles were delivered to the house. The new "owner" and his group shingled the house during the weekend, but didn't finish it because they needed certain shingles to finish. They called me on Monday, and I contacted Brandon and he told me the items they were needing was on the bottom of the pallet. That week they finished the job. On July 13th, Monday, Wendy Meyer called me and left a message on my cell phone about the roof and that I didn't have a building permit. Friday, Steve Carstens left a Stop Work order for shingling. I called Steve on Monday, once I was notified of the Stop Work. A few days later (a week after Wendy left the message) I was deleting messages on my phone when I noticed that I had an unopened voice message. That was when I got her message. The phone had not alerted me of the message like it should have.

I was told that I should have gone into the office about the building permit, but I had brought up the Mountain Lake website, couldn't locate anything regarding ordinances.....I went into the Cottonwood County website and determined that I didn't need a building permit, and I notified the new owner of this. I told him that if a building permit is needed, that I would pay for it. Steve Carstens let me know that ML does not go by Cottonwood County guidelines. Why not? We are in Cottonwood County. Apparently, the stop work order is not because of the building permit, but because 3-tab shingles were used, when only architectural shingles are only permitted in Mountain Lake. I would like to see the ordinance that it pertains to. Why it isn't noted on the website, and why the residents cannot access the ordinances that so many question.

CHAPTER 4

CONSTRUCTION LICENSING, PERMITS AND REGULATION

SECTION 4.01. MINNESOTA BUILDING CODE ADOPTED.

Subd. 1 Application, Administration and Enforcement.

The application, administration, and enforcement of the code shall be in accordance with Minnesota Rule Chapter 1300.

The code enforcement agency of this municipality is called the City of Mt. Lake. This code shall be enforced by the Minnesota Certified Building Official designated by this Municipality to administer the code (Minnesota Statute 16B.65, Subd. 1.)

Subd. 2 Permit and Fees.

The issuance of permits and the collection of fees shall be as authorized in Minnesota Statutes, 16B.62, Subd. 1. Permit fees shall be assessed for work governed by this code in accordance with the fee schedule adopted by the municipality.

Subd. 3 Violations and Penalties.

A violation of the code is a misdemeanor (Minnesota Statute 16B.69) and Minnesota Rules, Chapter 1300.

Subd. 4 Building Code.

The Minnesota State Building Code, established pursuant to Minnesota Statutes 16B.59 to 16.75 is hereby adopted as the building code for this municipality. The code is hereby incorporated in this ordinance as fully set out herein.

A. The Minnesota State Building code includes the following chapters of Minnesota Rules:

1. 1300, Administration of the Minnesota State Building Code;
2. 1301, Building Official Certification;
3. 1302, State Building Code Construction Approvals;
4. 1303, Minnesota Provisions;
5. 1305, Adoption of the 2006 International Building Code;
6. 1307, Elevators and Related Devices;
7. 1309, Adoption of the 2006 International Residential Code;
8. 1311, Adoption of the 2000 Guidelines for the Rehabilitation of Existing Buildings;
9. 1315, Adoption of the 2005 National Electrical Code;
10. 1325, Solar Energy Systems;
11. 1330, Fallout Shelters;

12. 1335, Floodproofing Regulations;
13. 1341, Minnesota Accessibility Code;
14. 1346, Adoption of the Minnesota State Mechanical Code;
15. 1350, Manufactured Homes;
16. 1360, Prefabricated Structures;
17. 1361, Industrialized/Modular Buildings;
18. 1370, Storm Shelters (Manufactured Home Parks);
19. 4715, Minnesota Plumbing Code;
20. 7670, 7672, 7674, 7676, and 7678, Minnesota Energy Code

SECTION 4.02. RESERVED FOR FUTURE EXPANION.

SECTION 4.03 RESERVED FOR FUTURE EXPANSION.

SECTION 4.04. RESERVED FOR FUTURE EXPANSION

SECTION 4.05. BUILDING PERMITS REQUIRED.

It is unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure, or any part or portion thereof, including, but not limited to, the plumbing, electrical, ventilating, heating or air conditioning systems therein, or cause the same to be done, without first obtaining a separate building or mechanical permit for each such building, structure or mechanical components from the City.

SECTION 4.06. PERMITS AND SPECIAL REQUIREMENTS FOR MOVING BUILDINGS.

Subdivision 1. Definition. "Street" or "Streets" as used in this Section means all streets and highways in the City which are not State trunk highways, County State-aid highways, or County roads.

Subdivision. 2. Moving Permit Required and Application.

A. It is unlawful for any person to move a building on any street without a moving permit from the City.

B. The application for a moving permit shall state the approximate size and weight of the structure or building proposed to be moved, together with the places from and to which it is proposed to move the same, and proposed route to be followed, proposed dates and times of moving and parking, and the name and address of the proposed mover. Such application shall also state any municipal utility, street, and public property repairs or alterations that will be required by reason of such movement.

Subdivision 3. Permit and Fee.

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PERMIT: 16-05

CITY OF MT. LAKE
BUILDING PERMIT APPLICATION

Date Received: 5-2-05 Received By: WM

Property Owner: GLORIA MCKISSICK

Address: 1302 - 3RD AVE

City/State: MOUNTAIN LAKE, MN Zip: 56159

Home Phone: 507-7 Work Phone: 507-

Project Address: 302 - 10TH ST. MOUNTAIN LAKE, MN 56159

Legal Description: Lot: 15 Block: 14 Parcel No. 22.520.1090

Addition: Orig. Townsite

Type of Work: X Dwelling ____ Garage ____ Deck ____ Home Addition ____ Finished Basement

Description of Work: [illegible]

A [illegible]

Use of Building: X Single Family Dwelling ____ Two Family Residential ____ Three + Family Residential

____ Public X Commercial ____ Industrial ____ Institutional ____ Other

Valuation: (including material, labor, plumbing, and mechanical) $ 15 K

General Contractor: CURT FAST License # in process Phone: [illegible]

Plumbing Contractor: CO-OP PLUMBING License # ____ Phone: ____

Mechanical Contractor: ____ License # ____ Phone: ____

Electrician: LAKER ELECTRIC License # ____ Phone: ____

CONSTRUCTION DATA

Construction and Site Plans Attached (two copies) ____ YES ____ NO

This permit becomes null and void if the work or construciton authorized is not commenced within 180 days or if contruction or work is suspended or abandoned for 180 days at any time after work has commenced. The applicant by signature herewith agrees to comply with all city ordinances and state law regulating building construction under this permit. **It is the responsibility of the applicant to call the Building Official at 507-427-2999, ext. 4 to schedule an appointment 24 hours in advance.**

Applicant's Signature: ____ Date: ____

Building Official Signature: [signature] Date: 5/2/05

City Use Only

Fee:

Building Permit:	$ 75.00
Plan Review:	$
Water Connection:	$
Sewer Connection:	$
Electric Connection:	$
State Surcharge:	$ 7.50
Other:	$
Total:	$ 82.50

Special Conditions and Approval:

Zoning: ____

Building: ____

Public Works: ____

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Date Paid/Issued: PD 5-2-05 #1448 WM Issued By: WM

PERMIT 61-10

CITY OF MT. LAKE BUILDING PERMIT APPLICATION

Date Received: 8-16-10 Received By: WM

Property Owner: Gloria McKissick

Address: 1302 3rd Ave

City/State: Mountain Lake Zip: 56159

Home Phone: Work Phone:

Project Address: 1302 3rd Ave

Legal Description: Lot: 21 & Part 22 Block: — Parcel No: 711.0120

Addition: Siemen's Add.

Type of Work: ____ Dwelling X Garage X Deck ____ Home Addition ____ Finished Basement

Description of Work: [illegible]

Use of Building: X Single Family Dwelling ____ Two Family Residential ____ Three+ Family Residential

____ Public ____ Commercial ____ Industrial ____ Institutional ____ Other

Valuation: (Including material, labor, plumbing and mechanical) $ 14,[illegible]

General Contractor: Scott Huebert License# 20631253 Phone: 507-822-0487

Plumbing Contractor: License# Phone:

Mechanical Contractor: License# Phone:

Electrical: License# Phone:

CONSTRUCTION DATA

Construction and Site Plans Attached (two copies) ____ YES ____ NO

This permit become null and void if the work or construction authorized is not commenced within 180 days or if construction or work is suspended or abandoned for 180 days at any time after work has commenced. The applicant by signature herewith agrees to comply with all city ordinances and state law regulating building construction under this permit. **It is the responsibility of the applicant to call the Building Official at 507-427-2999, ext. 1 to schedule an appointment 24 hours in advance.**

Applicant's Signature: Scott Huebert Date: 8-16-10

Building Official Signature: Steve Carlson Date: 8-16-10

per phone conversation

City Use Only

Fee:

Building Permit:	$ 179.55
Plan Review:	$
Water Connection:	$
Sewer Connection:	$
Electric Connection:	$
State Surcharge:	$ 9.45
Other:	$
Total:	$ 189.00

Special Conditions and Approval

Zoning: Interior work

Building:

Public Works:

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Date Paid/Issued: pd 8-16-10 1117 Issued By: WM 8-16-10

FROM: Steve Carson,

On July 17th 2015, I stopped at 502 10th Street North which is currently owned by Gloria McKiissick and issued a stop work order at the property. I requested the work to stop because there was not permit in the window. In checking at city hall I found there had been no permit issued.

I received a call from the owner who stated that she contacted Cottonwood County who said no permit was required. I asked her why she would contact Cottonwood County and not the City of Mountain Lake. She said that she assumed that would be the place to go.

Anyhow, I informed her that she needed a permit from the city and that she was using three tab shingles that are not compliant to the 90 mile and hour wind speed under the International Residential Code (adopted for Minnesota). I told her that if she had gone into city hall they would have advised her not to use the three tab shingles because city hall informs everyone who comes in for a re-roof permit.

I then told that she could contact the manufacturer of the shingles that were put on to see how they would guarantee meeting the 90 mile and hour wind speed.

The following pages show the state statutes and my inspection notice.

INSPECTION NOTICE

Map #: _____
Phone: (507) 427-2999, ext. 4
Fax: (507) 427-3327

	DATE	TIME
Scheduled		
Completed	7/17/15	11:00

ADDRESS: 502 10th Street North
OWNER: ~~[illegible]~~
CONTRACTOR: _____

- ☐ Footing
- ☐ Framing
- ☐ Insulation
- ☐ Wall Bd.
- ☐ Final
- ☐ Progress
- ☐ Demol.
- ☐ _____
- ☐ _____
- ☐ Siding
- ☒ Roofing
- ☐ Gas Piping
- ☐ Plumbing R.I.
- ☐ Mechanical R.I.
- ☐ Mechanical Final
- ☐ Foundation
- ☐ Plumbing Final
- ☐ _____
- ☐ Site Inspection
- ☐ Sprinkler
- ☐ Complaint
- ☐ Fireplace/Chimney Throat
- ☐ Fireplace/Chimney Final
- ☐ Gas Line Pressure
- ☐ Weed
- ☐ _____
- ☐ _____

Comments:
No Permit
Using Wrong Shingles
3 tab Not Acceptable

- ☐ Photo Taken
- ☐ Work Satisfactory: Proceed
- ☐ Correct Work & Proceed
- ☐ Correct Work, Call For Reinspection Before Covering
- ☐ Correct Unsafe Condition Within _____ Hours, Inspector Will Return
- ☒ Stop Work Order Posted. Call Inspector
- ☐ Inspection Required. Call To Arrange Access

BUILDING INSPECTOR: MT. LAKE
930 Third Avenue • Drawer C • Mt. Lake, MN 56159
It is the responsibility of the Contractor/Property Owner to schedule each inspection.
Call for the next inspection 24 hours in advance.

Owner/Contractor on site: _____
Inspector: Steve Carter

Authenticate

Minnesota Administrative Rules

1300.0140 VIOLATIONS.

It is unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, move, remove, demolish, or occupy any building, structure, or equipment regulated by the code, or cause any of those actions, in conflict with or in violation of the code. The building official may serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition, or occupancy of a building or structure in violation of the code, or in violation of a permit or certificate issued under the code. The order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

Statutory Authority: *MS s 16B.59; 16B.61; 16B.64; 326B.101; 326B.106; 326B.13*

History: *27 SR 1471; L 2007 c 140 art 4 s 61; art 13 s 4*

Published Electronically: *February 19, 2009*

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Authenticate

Minnesota Administrative Rules

1300.0170 STOP WORK ORDER.

If the building official finds any work regulated by the code being performed in a manner contrary to the provisions of the code or in a dangerous or unsafe manner, the building official is authorized to issue a stop work order or a notice or order pursuant to part 1300.0110, subpart 4.

The stop work order shall be in writing and issued to the owner of the property involved, to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. A person who continues work after having been served with a stop work order, except for work that the person is directed to perform to remove a violation or unsafe condition, is subject to penalties as prescribed by law. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

Statutory Authority: *MS s 16B.59; 16B.61; 16B.64; 326B.02; 326B.101; 326B.106; 326B.13*

History: *27 SR 1471; L 2007 c 140 art 4 s 61; art 13 s 4; 39 SR 91*

Published Electronically: *January 23, 2015*

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Minnesota Administrative Rules

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1309.0301 SECTION R301, DESIGN CRITERIA.

Subpart 1. [Repealed, 39 SR 91]

Subp. 2. **IRC Table R301.2(1).** Table R301.2(1) is amended to read as follows:

TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

ROOF SNOW LOAD[f]	WIND DESIGN		SEISMIC DESIGN CATEGORY[l]
	Speed[d] (mph)	Topographic effects[k]	
$p_f = 0.7 * p_g$	90	YES	A

SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP[e]
Weathering[a]	Frost line depth[b]	Termite[c]	
Severe	See MR part 1303.1600	See Footnote "c"	See MR chapter 1323

ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
Yes	See MR chapter 1335	See Table R403.3(2)	41.16

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index, such as "negligible." "moderate," or "severe." for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216, or C 652.

b. See Minnesota Rules, part 1303.1600 -- Footing Depth for Frost Protection to verify whether the county requires Zone I or Zone II frost protection.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)A]. Wind exposure category shall be determined on a site-specific basis in accordance with section R301.2.1.4.

e. See Minnesota Rules, chapter 1322 - Table R403.5.17 Climate Data Design Conditions to verify by city.

f. The ground snow loads to be used in determining the design snow loads for buildings and other structures are given in Minnesota Rules, part 1303.1700 - Ground Snow Load to verify by county. The roof snow load is a uniform load on the horizontal projection of the roof.

g. See Minnesota Rules, chapter 1335, Flood Proofing Regulations.

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h. In accordance with sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1, and R905.8.3.1, where there has been a history of local damage from the effects of ice damming.

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32° F)" at www.ncdc.noaa.gov/oa/fpsf.

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Average Mean Temperature Index" at http://www.esrl.noaa.gov/psd/data/usclimate/tmp.state.19712000.climo.

k. In accordance with section R301.2.1.5.

l. Assigned to allow the application of the least restrictive topographic provisions of the code.

Subp. 3. **IRC Figure R301.2(5).** Figure R301.2(5), Ground Snow Loads, Pg, for the United States (lb/ft^2), is deleted in its entirety.

Subp. 4. [Repealed, 39 SR 91]

Statutory Authority: *MS s 16B.59; 16B.61; 16B.64; 326B.02; 326B.101; 326B.106; 326B.13*

History: *27 SR 1475; 32 SR 12; L 2007 c 140 art 4 s 61; art 13 s 4; 39 SR 91*

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R904.2 Compatibility of materials. Roof assemblies shall be of materials that are compatible with each other and with the building or structure to which the materials are applied.

R904.3 Material specifications and physical characteristics. Roof covering materials shall conform to the applicable standards listed in this chapter. In the absence of applicable standards or where materials are of questionable suitability, testing by an approved testing agency shall be required by the building official to determine the character, quality and limitations of application of the materials.

R904.4 Product identification. Roof covering materials shall be delivered in packages bearing the manufacturer's identifying marks and approved testing agency labels when required. Bulk shipments of materials shall be accompanied by the same information issued in the form of a certificate or on a bill of lading by the manufacturer.

SECTION R905
REQUIREMENTS FOR ROOF COVERINGS

R905.1 Roof covering application. Roof coverings shall be applied in accordance with the applicable provisions of this section and the manufacturer's installation instructions. Unless otherwise specified in this section, roof coverings shall be installed to resist the component and cladding loads specified in Table R301.2(2), adjusted for height and exposure in accordance with Table R301.2(3).

R905.2 Asphalt shingles. The installation of asphalt shingles shall comply with the provisions of this section.

R905.2.1 Sheathing requirements. Asphalt shingles shall be fastened to solidly sheathed decks.

R905.2.2 Slope. Asphalt shingles shall be used only on roof slopes of two units vertical in 12 units horizontal (2:12) or greater. For roof slopes from two units vertical in 12 units horizontal (2:12) up to four units vertical in 12 units horizontal (4:12), double underlayment application is required in accordance with Section R905.2.7.

R905.2.3 Underlayment. Unless otherwise noted. required underlayment shall conform to ASTM D 226 Type 1, ASTM D 4869 Type I, or ASTM D 6757.

Self-adhering polymer modified bitumen sheet shall comply with ASTM D 1970.

R905.2.4 Asphalt shingles. Asphalt shingles shall comply with ASTM D 225 or D 3462.

R905.2.4.1 Wind resistance of asphalt shingles. Asphalt shingles shall be tested in accordance with ASTM D 7158. Asphalt shingles shall meet the classification requirements of Table R905.2.4.1(I) for the appropriate maximum basic wind speed. Asphalt shingle packaging shall bear a label to indicate compliance with ASTM D 7158 and the required classification in Table R905.2.4.1(1).

Exception: Asphalt shingles not included in the scope of ASTM D 7158 shall be tested and labeled to indicate compliance with ASTM D 3161 and the required classification in Table R905.2.4.1(2).

TABLE R905.2.4.1(1)
CLASSIFICATION OF ASPHALT ROOF SHINGLES PER ASTM D 7158

MAXIMUM BASIC WIND SPEED FROM FIGURE 301.2(4)A (mph)	CLASSIFICATION REQUIREMENT
85	D, G or H
90	D, G or H
100	G or H
110	G or H
120	G or H
130	H
140	H
150	H

For SI: 1 mile per hour = 0.447 m/s.

TABLE R905.2.4.1(2)
CLASSIFICATION OF ASPHALT SHINGLES PER ASTM D 3161

MAXIMUM BASIC WIND SPEED FROM FIGURE 301.2(4)A (mph)	CLASSIFICATION REQUIREMENT
85	A, D or F
90	A, D or F
100	A, D or F
110	F
120	F
130	F
140	F
150	F

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For SI: 1 mile per hour = 0.447 m/s.

Wendy Meyer

Subject: 502 10th St. N.

From: STEVE CARSON [mailto:sjbcarson@centurylink.net]
Sent: Wednesday, August 12, 2015 12:32 PM
To: Rob Anderson; Wendy Meyer
Subject: 502 10th St. N.

Mike Fricke, Construction Code Representative, Dept. of Labor and Industry said that the city could 1. place a statement in the file for 502 10th St. N. that no permit was applied for and no inspections were made in order to protect the city or 2. turn the contractor in and require the project to meet the IRC. I will leave that option open to the council.

If the council would go with the first option then I am sure the property owner's insurance will have a problem. However, that is an issue between to property owner and insurance company which is not a city issue. With this option the city does have the authority to criminally charge the property owner and I am not recommending any criminal charges.

If the council would go to the second option then the state would probably do an enforcement on the contractor or whomever did the work and fine them monetarily.

The last option would be for the property owner to put the correct shingles on the roof.

I hope this information helps you and the council with this issue.

Thanks;
Steve

From: "Michael Fricke (DLI)" <mike.fricke@state.mn.us>
To: "STEVE CARSON" <sjbcarson@centurylink.net>
Sent: Wednesday, August 12, 2015 7:51:17 AM
Subject: RE: 502 10th St. N.

Steve,
I can say that the shingles will need to meet the 90 mile wind load. The other option would be to indicate to the file that the project was done without a permit therefore no inspections will be performed. Or turn the contractor into licensing and require the project to meet the IRC in its entirety.
I hope this helps,

Thanks Mike

Mike J Fricke | Construction Code Representative 2
Construction Codes and Licensing Division
443 Lafayette Road N. | St. Paul, MN | 55155-4341
651-284-5841 (office) | FAX: 651-284-5749

MINNESOTA DEPARTMENT OF LABOR & INDUSTRY

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Mt. Lake City Council
Mt. Lake City Hall
Monday, October 20, 2014
6:30 p.m.

Members Present:	Dean Janzen, David Savage, Brian Schultz, Andrew Ysker
Members Absent:	None
Staff Present:	Maryellen Suhrhoff, Muske, Muske and Suhrhoff, City Attorney; Wendy Meyer, Clerk/Administrator
Others Present:	Jason Kruser, Darla Kruser, Rachel Yoder, Dana Kass, Doug Regehr, Greg Mangold, Fox Lawson and Associates

Call to Order
Mayor Janzen called the meeting to order at 6:30 p.m. Motion by Schultz, seconded by Savage to adopt the agenda and the consent agenda as presented. Motion carried unanimously.

Bills: Check #'s 9916640-9916695, 363E – 365E
Payroll: Check #'s 61360- 61393
Oct. 6 Council Minutes
Sept. 25 Utility Commission Minutes
Sept. 11 Police Commission Minutes
Sept. 8 Lake Commission Minutes
July 14 Tree Commission Minutes
Sept. 12 and Sept. 30 EDA Minutes

Public
No one present addressed the council during this portion of the meeting.

Jason Kruser, Mt. Lake Trail
Kruser is a hunter and often hunts the MN Dept. of Natural Resources (DNR) Wildlife Management Area (WMA) on the west end of the lake. The trail is on the property. Kruser has seen a number of unsafe and potentially dangerous situations where those using the trail are putting themselves at risk due to ignorance or carelessness. Many are not aware that seasons for lesser hunted animals begin as early as Sept. 1 and end as late as Dec. 31. He made three recommendations: 1. A notice informing the public that the area is open for hunting Sept. through Dec. should be in the Observer/Advocate. 2. Those using the trail from Sept. through Dec. should be encouraged or perhaps through city ordinance, be required, to wear blaze orange. 3. The city should consider closing the trail on the WMA during the firearm deer hunting season. Other ways, including seasonal signs on the trail where it enters the WMA were also discussed.

NOTICE OF PUBLIC HEARING

FOR THE CITY OF MOUNTAIN LAKE

FOR COMMENT ON THE SMALL CITIES DEVELOPMENT PROGRAM GRANT

You are hereby notified that the City of Mountain Lake, Minnesota is open for comment on the housing assistance grant monies from the Department of Housing and Community Development, administered by the Minnesota Department of Employment and Economic Development. These funds are made available under Title I of the 1974 Housing and Community Development Act (as amended). This act requires all eligible grantees to hold a public hearing and disseminate information on the overall goals and objectives of the program. This notice also allows all attendees to give written or verbal comments on the proposed project and offer their own assessments of needs as governed under this Act. The meeting will be held on Monday, the 17th day of August, 2015 at 6:30 PM at the Mountain Lake City Hall.

LEASE AGREEMENT

This Lease Agreement made this _____ day of _____, 2015 (the "Effective Date"), by and between Casey's Retail Company ("Lessor") and the City of Mountain Lake, Minnesota ("Lessee"), is a Lease Agreement for public use of a portion of the property of the Casey's General Store located at 401 – 3rd Avenue West, Mountain Lake, Minnesota, to be used as a trailhead location for the Mountain Lake Bike Trail.

WHEREAS, Lessor owns certain real estate legally described on Exhibit A attached hereto;

WHEREAS, Lessee has constructed and manages the Mountain Lake Recreational Trail, which is a 5.2 mile trail around Mountain Lake; and

WHEREAS, Lessee wishes to establish a point of entry and rest stop for trail users.

NOW, THEREFORE, in consideration of One Dollar and the mutual covenants and agreements contained herein, the parties mutually agree as follows:

1. PREMISES:

   Lessee acknowledges that this Lease pertains only to the area north and east of the Casey's General Store located on the real estate described on Exhibit A (the "Premises"), and, generally, depicted on Exhibit B attached hereto

2. OPERATION OF PREMISES:

   a. Lessor shall allow Lessee to install a lighted kiosk, a bike rack, a bench and a picnic table on the Premises to be used by both Lessor's customers and trail users.

   b. Lessee's use of the Premises shall not interfere with the use of such area by Lessor's customers.

   c. Lessee shall be solely responsible for the maintenance, cleanliness and upkeep of the Premises during the term of this Lease.

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d. Lessee shall save harmless and protect and indemnify the Lessor from and against any and all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including attorney fees, which may be imposed upon or incurred or served against the Lessor by reason of any occurrence or accident arising out of the Lessee's use and occupancy of the Premises which may occur after the commencement of this Lease and during its continuance.

3. Lessee shall provide liability insurance coverage and add Lessor as an additional insured.

4. TERM OF LEASE:

The term of this Lease is for one (1) year from the Effective Date. This Lease is subject to automatic renewal unless either party notifies the other party in writing pursuant to Paragraph 5.b below.

5. TERMINATION OF LEASE:

This Lease may be terminated as follows:

a. at any time upon mutual consent of the parties; or
b. by either party by giving thirty (30) days' notice in writing to the other party.

6. ENTIRE AGREEMENT:

This Lease, along with any addendum attached hereto and signed concurrently with this Lease, constitutes the entire agreement between the parties regarding its subject matter, and shall not be modified, altered, changed or amended in any respect unless in writing and signed by all parties.

7. GOVERNING LAW:

This Lease shall be governed by the Laws of the State of Minnesota and federal law, where applicable. Lessee acknowledges that in the event of litigation between Lessor and Lessee, as to this Lease, such action shall be brought within the State of Minnesota.

IN WITNESS HEREOF, the parties hereto have executed this Lease this ____ day of _____, 2015, and the same shall be binding upon all parties and shall remain in full force and effect unless and until terminated according to the terms of this Lease. Each party acknowledges receipt of a signed original of this Lease.

Date: _____

Lessor: Casey's Retail Company

By: _____
Richardt T. Schappert, President

Date: _____

By: _____
Michael R. Richard, Vice President

Date: _____

Lessee: City of Mountain Lake, Minnesota

By: _____
Michael Nelson, Mayor

By: _____
Wendy Meyer, City Administrator

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2015, before me the undersigned, a Notary Public in and for said county and state, personally appeared Richardt T. Schappert and Michael R. Richardson, who being by me duly sworn, did state that they are the President and Vice President, respectively, of Casey's Retail Company, the corporation named in the foregoing instrument; that the seal affixed to the foregoing instrument is the seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said Richardt T. Schappert and Michael R. Richardson, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

STATE OF MINNESOTA)
) SS.
COUNTY OF COTTONWOOD)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public for the State of Minnesota, personally appeared Michael Nelson, as Mayor of Mountain Lake, Minnesota, known to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in the capacity as shown.

_____
Notary Public in and for the State of Minnesota

STATE OF MINNESOTA)
) SS.
COUNTY OF COTTONWOOD)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public for the State of Minnesota, personally appeared Wendy Meyer, as City Administrator of the City of Mountain Lake, Minnesota, known to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in the capacity as shown.

_____
Notary Public in and for the State of Minnesota

This instrument was drafted by:

Maryellen Suhrhoff (#0283265)
Muske, Muske & Suhrhoff, Ltd.
937 3rd Avenue, P.O. Box 397
Windom, Minnesota 56101

6.16.2015

Mt. Lake City Hall
Attn: Wendy Meyer
Mt. Lake, MN 56159

Dear Wendy,

Thank you for your inquiry regarding pricing for new equipment for the City. I am proposing 2 different options for your consideration. You could do a combination or 1 or each. I will also present the existing maintenance costs you are paying so you can do a comparison of savings. It would make sense to get 2 copiers so you have 1 for backup instead of having a printer and copier only. Both of the prices include a staple/finisher. If you don't feel that you need that on both machines, you can deduct $850 off of the purchase price of either one.

Savin MP3554

Purchase Price: $5,350

This is a **black/white copier** that is 35 copies per minute. This is similar to what you have (includes the staple/finisher) except a bit faster. You currently are paying $.012/copy. The cost for the new machine would be $.009/copy.

Savin MPC3503

Purchase Price: $6,999

This is a **Color copier** that is 35 copies per minute. It includes the finisher also. If you replaced the color CLP240 printer with this option you would save a significant amount of money. You presently paying $.018/black print, $.17/color print.
On the new machine your cost would be $.009/black, $.08/color.

Example: this past quarter you made 8,404 color prints. The charge was $1,428 for color charges. With the new copier, the same # of color prints would have cost $672. That is a savings of $756 for 3 months of usage.

All of the maintenance accounts includes labor, parts, supplies and toner.

This quote is valid for 30 days.

Please let me know if you have any questions!

Thanks again,

Lori Goinghorst

New Star

Sales & Service, Inc.
--Office Solutions With Integrity--

40470 590th Ave. Mountain Lake, MN 56150
PH. 800.261.0475/ 507.427.3034 Fax 427.2049
www.newstarsales.com lorig@newstarsales.com

6.25.2015

Mt. Lake City Hall
Attn: Wendy Meyer
Mt. Lake, MN 56159

Dear Wendy,

In follow up to my previous email, it appears (based on last quarter's color usage), the city could save approximately $250 per month on color maintenance costs if a new color machine was purchased. In reviewing leasing options below, that savings would more than cover the cost of the lease payment, plus that maintenance costs would be significantly lower. With the technology changing as rapidly as it is, a lot of clients are opting to lease vs. purchase and just upgrade equipment every 4-5 years to stay current with the newest technology available.

I am submitting a breakdown of 3 machines with leasing prices. If you decided to lease 2 machines at the same time, the city could save some money if leased at the same time. Otherwise, it would seem for the next 6 months it would make a lot of financial sense to at least replace the color printer at this time.

Savin MP3554 (35 page per minute BLACK only):

48 month, "0"down, fair market value: $131.45/month
60 month, "0" down fair market value: $107.25/month

Savin MPC3503 (35 pages per minute COLOR):

48 month, "0" down, FMV: $172.08/month
60 month, "0" down, FMV: $131.45/month

Savin MPC4503 (45 pages per minute COLOR):

48 month, "0" down, FMV: $204.44/month
60 month, "0" down, FNV: $166.80/month

The color printer you have now is 40 pages per minute. The MPC4503 is 45 pages per minute and is a heavier duty machine than the C3503.

Please let me know if you have additional questions. I will check in with you after the council meeting. This quote is valid for 30 days.

Thanks again!

Lori Golinghorst

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All costs (labor, parts, supplies and toner) are covered through the per copy cost.

Color Printer

B & W – 5,448 copies from 11-14-14 to 7-23-15
Color - 30,934 copies from 11-14-14 7-23-15

Average per month of 681 B&W copies & 3,867 color copies on the color printer.

MPC3503 New machine - The cost to own for five years ($6999 divided by 60 mos.) is $116.65/mo.
plus B&W copy costs of $6.12 (.009 x 681) and color copy cost of $309.36 (.08 x 3,867 for a total cost of $432.16.

The lease would be $131.45 per month.

B&W Printer/Copier

11-2-14 to 8-1-15 - 73,594 copies
Average per month of 9200 B&W copies on the B&W copier/printer.

MP3554 New machine - The cost to own for five years ($5350 divided by 60 mos.) is $89.17/mo.
plus copy costs of $82.80 (.009 x 9,200) for a total cost of $171. 97/mo.

The lease would be $107.25 per month.

Wendy Meyer

From: Seitz, Dick [mailto:Richard.Seitz@ftr.com]
Sent: Tuesday, August 04, 2015 2:13 PM
To: city@mountainlake.govoffice.com
Subject: FW: ISLAND VIEW CAMPGROUND - City of Mountain Lake

Hi Wendy,

There are a few different options that we can look at for ISLAND VIEW CAMPGROUND - City of Mountain Lake.

Option 1: Single Outdoor Hotspot and use the existing pole and provide wireless coverage to half the campground. This will require copper pairs at the existing pole and permission from the poles owner to mount our wireless antenna to the pole. Similar coverage could be provided if we mounted the antenna to the bath house and copper pairs would also need to be available at the bath house.

Option 2: Single Outdoor Hotspot place in the middle of the campground. A pole will need to be place at his location and will require copper available at poles location. Wireless coverage should be available to cover entire campground.

Option 3: Two Hotspots covering the entire campground. A single Hotspot will provide access for a maximum of 20 users. If user count exceeds 20 or bandwidth requirements surpass a single DSL circuit, this maybe an option to pursue. Single Outdoor Hotspot and use the existing pole and provide wireless coverage to half the campground and a Single Outdoor Hotspot placed at the opposite end of the campground. A pole will need to be place at his location and will require copper available at poles location. Wireless coverage should be available to cover entire campground.. This will require copper pairs at the existing pole and permission from the poles owner to mount our wireless antenna to the pole and a pole will need to be place at his location and will require copper available at poles location.

1. All solutions will be dependent on the DSL speeds we can provide to the campground.
2. If user counts are expected to exceed 20 users, a two Hotspot solution will need to be pursued.
3. We have other options available, but these 3 would be the most cost effective.

Pricing for an outdoor / 20 user hot spot is $182.99 3 year term, $167.99 5 year term. This is for a single hotspot, so option 3 would double this cost. Depending on the Cities budget, we may have some Anchor options available that may provide similar pricing. A seasonal service of 6 months would run $365.98 per month, no real price break to go seasonal.

Richard A.Seitz
Account Executive
Frontier Communications
14450 Burnhaven Drive
Burnsville Mn 55306
richard.seitz@ftr.com
952-435-1680 (o)
952-500-0243 (c)
952-435-1162 (f)
richard.seitz@ftr.com

Repair Local lines or Internet 1 -800- 921 -8104
Metro Ethernet Support 1- 888-637-9620
Phone System Support 1-855-438-7273
Long Distance Repair 1-800-308-6527

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frontier
BUSINESS EDGE

OPTION 1

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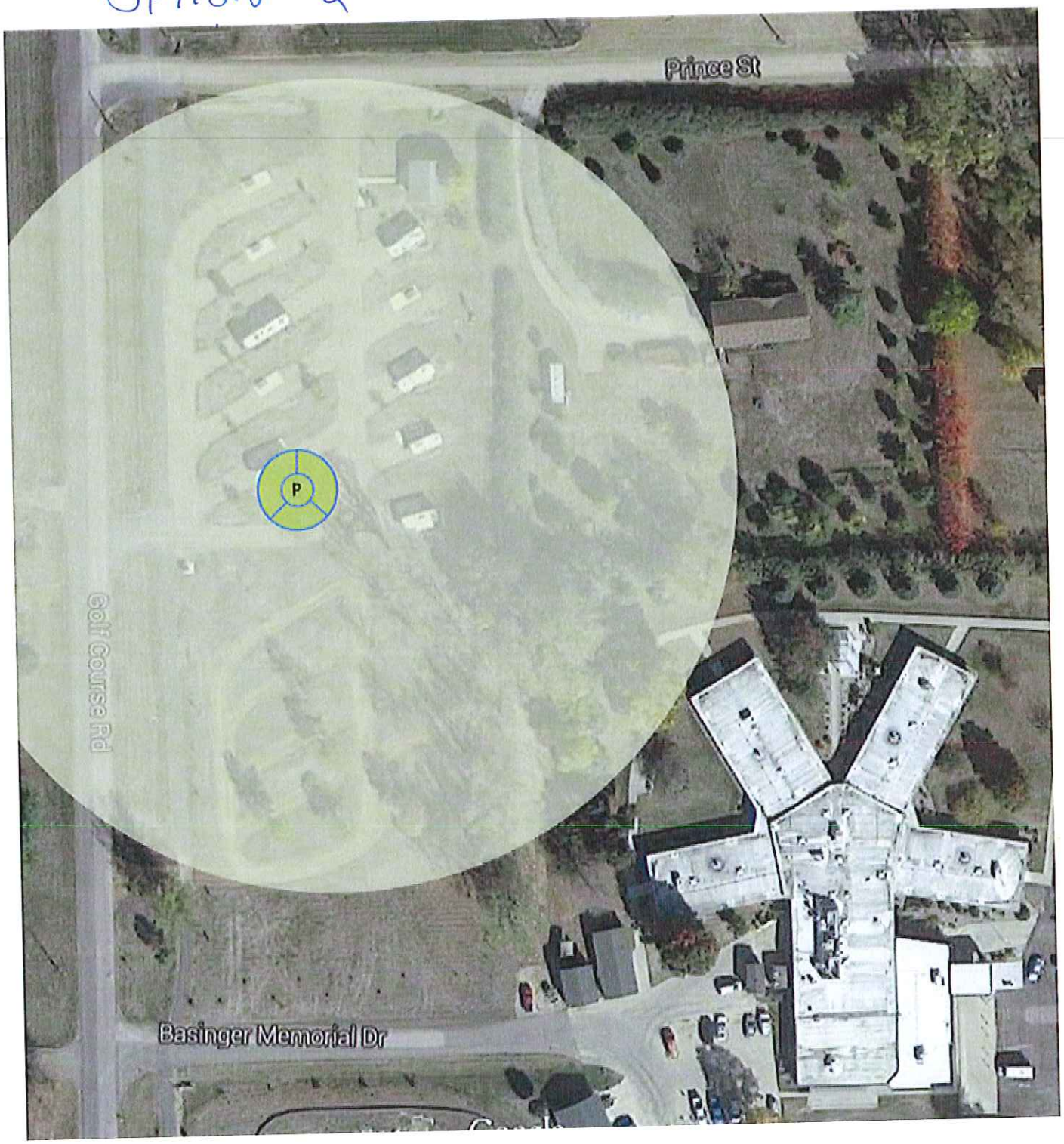
OPTION 2



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OPTION 3

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This communication is confidential. Frontier only sends and receives email on the basis of the terms set out at http://www.frontier.com/email_disclaimer.

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Island View Campground Statistics

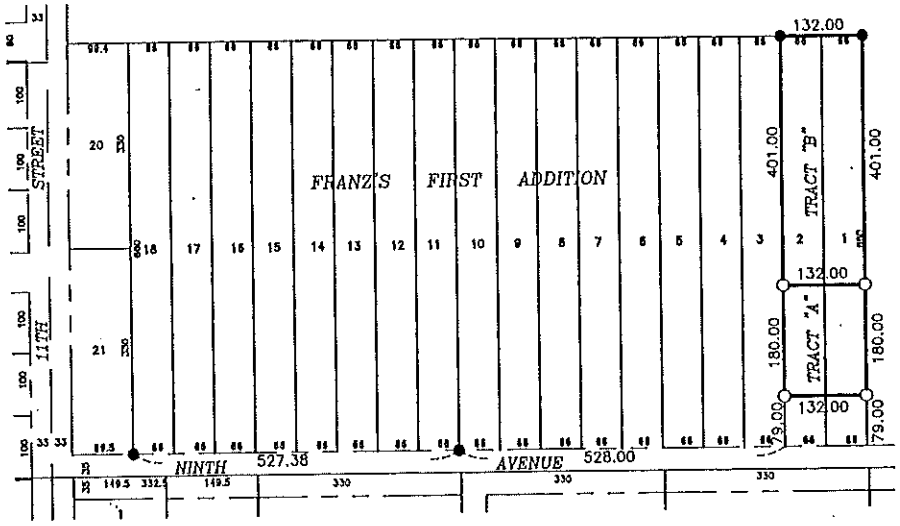
	Income	Nights' Occupied*
2014	$7,280.33	
2013	$15,922.41	
2012	$10,424.20	417
2011	$5,879.56	345
2010	$5,046.02	268
2009	$4,531.92	245
2008	$5,610.00	249
2007	$11,613.31	830
2006	$3,099.18	208

* A camp site that is occupied one week has 7 'nights'.

Total Number of 'nights' available each day at the campground is 17 as there are 17 campsites.

Campground is open May 1 to Oct. 1.

PARTS OF LOTS 1 AND 2 IN FRANZ'S FIRST ADDITION TO THE CITY OF MOUNTAIN LAKE, COTTONWOOD COUNTY, MINNESOTA.



TRACT "A" DESRIPTION

THE NORTH 180.00 FEET OF THE SOUTH 259.00 FEET OF LOTS 1 AND 2 OF FRANZ'S FIRST ADDITION IN THE CITY OF MOUNTAIN LAKE, COTTONWOOD COUNTY, MINNESOTA.

TRACT "B" DESRIPTION

LOTS 1 AND 2 OF FRANZ'S FIRST ADDITION IN THE CITY OF MOUNTAIN LAKE, COTTONWOOD COUNTY, MINNESOTA, EXCEPT THE SOUTH 259.00 FEET THEREOF.

Geraldine Green, 1411 Prince St.
(Lots 3, 4, & 5 of Franz's First Addition)
is interested in purchasing Tract "B".
Tract "A" was recently sold to Calvin Rempel.

N

200 100 0 200

SCALE 1" = 200'

● = MONUMENTS FOUND
O = MONUMENTS SET
5/8" IRON STAKE W/CAP NO. 43803

DENNIS RAY ESPLAN LICENSED 43803 LAND SURVEYOR STATE OF MINNESOTA

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

Signature Dennis Esplan
Dennis Ray Esplan

Date 6/3/15 Certificate # 43803

ZIESKE LAND SURVEYING, INC.
Perry L. Zieske P.L.S.
Dennis Ray Esplan P.L.S.
225 Ninth Street, Box 94
Windom, MN 56101
Phone: (507) 831-0100

SURVEY FOR: CITY OF MOUNTAIN LAKE
PROJECT NUMBER: C 1528 S
DATE: JUNE 3, 2015

August 2015 Revised CIP Rebates

Residential New Appliances	
Clothes Washer	$30
Freezer	$30
Electric Water Heater	$50
Dishwasher	$25
Refrigerator	$30
Electric Water Heater Pipe Insulation	$2/ft. up to 75% of product cost
Residential Recycling Appliances	
Working Freezer	$50
Working Refrigerator	$50
Residential Heating and Cooling	
Furnace with New Electronically Commutated Motor (ECM)	$150
Programmable Thermostat with Electric Heating	$25
Air Conditioning Room Unit	$10
Air Source Heat Pump (Mini Split/Ductless)	$50-$750
Air Source Heat Pump	$50-$750
Air Source Heat Pump (ASHP) Professional Installation	$50
Biannual Tune-Up for Central Air Conditioning/Air Source Heat Pump	$25
Central Air Conditioning	$50-$750
Central Air Conditioning Professional Installation	$50
Geothermal Heat Pumps	Contact Mt. Lake Utilities for Rebate Calculation
Ceiling Fan	$5
Ceiling Fan with Light	$10
Dehumidifier	$25
Residential Lighting	
Compact Fluorescent Lamps (CFL)	$.75 per bulb
LED Light Bulbs	75% of bulb cost up to $10/bulb
LED Holiday Lighting	Less than 100 lights per string: $3
	100-299 lights per string: $7
	More than 300 lights per string: $10

RESIDENTIAL REBATES

General Eligibility Terms and Conditions

1. **Incentive Offer:**
   A) Rebates are offered for the purchase of energy efficient, ENERGY STAR products or products meeting equivalent minimum efficiency standards to be eligible.
   B) Rebate cannot exceed 75% of the product cost.
2. **Participating Utilities:** Applicant must be an electric customer of one of the following utilities.
   Blue Earth Light and Water
   City of Fairfax
   Granite Falls Municipal Utilities
   Janesville Municipal Utilities
   Kasson Public Utilities
   Kenyon Municipal Utilities
   Mountain Lake Municipal Utilities
   Sleepy Eye Public Utilities
   Springfield Public Utilities
   Windom Municipal Utility
3. **Compliance:**
   A) Only one service address per rebate application.
   B) Return the completed application and required documentation to your electric utility.
   C) Rebate applications must be received within 90 days of purchase or by March 31 of the calendar year following the year the item was purchased.
   D) All efficiency ratings and test results must be stated and rated at full load AHRI standard conditions.
4. **Proof of Purchase Documentation:**
   A) The data, calculations and assumptions associated with the proposed product/project/measure must be sufficient to verify the demand and energy reductions described for required State of Minnesota Conservation Improvement Program reporting.
   B) Return the completed application and required documentation to your electric utility.
   C) Invoices must indicate date of purchase, size, type, make, model and total project cost.
   D) If applicable, original equipment manufacturer specification sheets must also be included.
5. **Email Address and Utility Services:** By providing an email address, you are granting the utility permission to send emails regarding this project and/or updates on incentive programs and information regarding other energy efficiency services.
6. **Incentive Limits:** Funds are limited. Rebate offers may be withdrawn at any time without notice. Applications will be processed on a first-come, first served basis.
7. **Recycling Rebates:** Receive a recycling rebate for turning in an, old, inefficient refrigerator, freezer and/or room air conditioner in working condition.
8. **Rebate Payment:** Allow approximately six to eight weeks for processing. Rebates are not guaranteed. This program is subject to change or termination without prior notice.
9. **Tax Implications:** The customer assumes all responsibility for any tax consequences resulting from an incentive payment under this program.

Residential Program Heating and Cooling Terms and Conditions

1. The Utility reserves the right to load manage (cycle on and off) new units.

Rebates are structured with a base rebate ($/ton) and an additional efficiency bonus rebate ($/ton) for incremental efficiency improvements. Efficiency ratings must be stated at standard AHRI full load testing conditions or SEER.

Air Conditioning Central Units

- *Minimum specifications: Split System, ENERGY STAR Efficiency Criteria 14.5 SEER Rating.*
- *Equipment type: Less than or equal to 5 tons.*

Furnaces

- Retrofitted Electronically Commutated Motor's (ECM) installations in existing equipment do not qualify.
- ECM furnace rebate requests should include the AHRI / GAMA Certificate of Product Ratings. If the Certificate of Product Ratings does not clearly indicate the presence of a factory installed ECM, please include additional documentation that states its presence.
- Installation of the evaporator and condenser coil is required. Efficiency ratings must be stated at standard AHRI full load testing conditions.

Air Source Heat Pumps

- Electricity must be the primary heating source in the new or existing home.
- Replacement of both the evaporator and condenser coil is required.
- Qualifying units are standard split system, furnace or air handler/fan coil integrated for homes with ductwork.

SEER Chart for Air Conditioning Units and Air Source Heat Pumps

Central Air Conditioning and Air Source Heat Pump	
SEER Rating	Rebate
13.5 - 14.99	$50/ton
15.0 - 15.49	$75/ton
15.5 - 15.99	$100/ton
16.0 - 16.49	$125/ton
16.5 + SEER	$150/ton

Geothermal/Ground Source Heat Pumps

- The newly installed geothermal heat pump must be the primary heating and cooling source for the home.
- Incentive is limited to units with full load cooling size of 11.3 tons or less.
- The presence of a desuperheater, used to heat domestic water, must be clearly stated on invoice and qualifies for a bonus rebate of $250.

Heat Pump Equipment Installed	Minimum Efficiency
Closed Loop Water to Air Ground Source Heat Pump < 11.3 tons	Energy Star 14.1 EER & 3.3 COP
Open Loop Water to Air Ground Source Heat Pump < 11.3 tons	Energy Star 16.2 EER & 3.6 COP
Closed Loop Water to Water Ground Source Heat Pump < 11.3 tons	Energy Star 15.1 EER & 3.0 COP
Open Loop Water to Water Ground Source Heat Pump < 11.3 tons	Energy Star 19.1 EER & 3.4 COP
Direct Geoexchange (DGX) < 11.3 tons	Energy Star 15.0 EER & 3.5 COP

*Size is based on full load cooling capacity at ANSI/AHRI/ASHRAE ISO Standard 13256 testing conditions. For DGX systems AHRI 870 testing conditions shall be used.

** All efficiency ratings must be stated at standard ANSI/AHRI/ASHRAE ISO Standard 13256 (or AHRI 879 for DGX systems) testing conditions. Units not listed at www.energystar.gov as ENERGY STAR qualified must meet equivalent minimum efficiency standards to be eligible. Efficiency ratings will be verified using the AHRI database (www.ahridirectory.org). For multistage units the incentive minimum efficiency is based on ENERGY STAR's blended EER rating which is defined as follows: EER = (highest rated capacity EER + lowest rated capacity EER) / 2 and COP = (highest rated capacity COP + lowest rated capacity COP) /2.

*** Rated full load EER and COP based on ANSI/AHRI/ASHRAE ISO Standard 13256 (AHRI 870 for DGX systems) testing conditions.

COMMERCIAL/INDUSTRIAL BUSINESS REQUIRED DOCUMENTS

Commercial/Industrial customers, please attach the following required documents for each rebate request:

- Invoice clearly showing proof of purchase including date purchased, type, make, model numbers, (horsepower), labor, and costs.
- Installation date, address and total project cost.
- Invoice clearly showing proof of purchase including date purchased, type, make, model numbers, (horsepower), labor, and costs.
- Installation date, address and total project cost.
- Invoice clearly showing proof of purchase including date purchased, type, make, model numbers, (horsepower), labor, and costs.
- Installation date, address and total project cost.

Heating, Ventilation, and Air Conditioning (HVAC)

1) Certificate of AHRI Product Ratings for the equipment installed at standard AHRI full load conditions; or if a certificate is not available, please include a manufacturer's specification sheet that clearly shows efficiency ratings at standard AHRI full load testing conditions.
2) Copy of heat load calculation clearly delineating:
    a. Design temperature used for analysis
    b. Resulting heat load, and
    c. Equipment heating capacity for the building

Lighting

Manufacturer (OEM) specification sheets, labels or catalog page numbers for installed lamps, ballasts, fixtures, sensors, and controls, or clearly marked National Electrical Manufacturers Association (NEMA) Premium® efficiency ratings for newly installed motors and pump curves.

Commercial/Industrial

General Eligibility Terms and Conditions

1. **Proof of Purchase:** A signed Savings Plus Commercial/Industrial Rebate Application and itemized invoices for materials and labor must be submitted to the participating utility at the address indicated within 60 calendar days of project completion.
2. **Documentation:**
   A) Please retain and provide the data, calculations and assumptions associated with the proposed product/project/measure must be sufficient to verify the demand and energy reductions described for required State of Minnesota Conservation Improvement Program reporting.
   C) Invoices must indicate date of purchase, size, type, make, model and total project cost.
   D) If applicable, original equipment manufacturer specification sheets must also be included.
3. **Participating Utilities:** Eligible equipment must be connected to an electric service billed under a commercial or industrial rate class by one of the following utilities:
   Blue Earth Light and Water
   City of Fairfax
   Granite Falls Municipal Utilities
   Janesville Municipal Utilities
   Kasson Public Utilities
   Kenyon Municipal Utilities
   Mountain Lake Municipal Utilities
   Sleepy Eye Public Utilities
   Springfield Public Utilities
   Windom Municipal Utility
4. **Incentive Offer:** Rebates are offered for the purchase of energy efficient, ENERGY STAR or other energy efficiency industry approved products.
5. **Timeline:** Projects, including all required installation, must be completed by December 31 of each calendar year.
6. **Compliance:**
   A) All projects must comply with federal, state and local codes.
   B) Only new equipment or retrofits with new components qualify for a rebate.
   C) Used, rebuilt, back up and redundant equipment are not eligible for incentives.
   D) Existing, old equipment must be removed and properly disposed by customer and not reused or sold for use elsewhere.
   E) Equipment must meet specification requirements and be purchased, installed and operating prior to submitting the application for payment.
   F) Only one incentive per piece of qualifying equipment at one service address is allowed and Savings Plus incentives cannot not be combined for any piece of equipment, except when the equipment is recommended by a compressed air study received a Savings Plus rebate.
   G) All terms and conditions must be satisfied by the customer.
7. **Rebate Payment:**
   a) Equipment must be operational prior to rebate disbursement.

b) Allow approximately six to ten weeks for processing once completed paperwork is submitted. Incomplete applications will either delay payments or be denied. Rebates are not guaranteed. This program is subject to change or termination without prior notice. Rebate offers may be withdrawn at any time without notice prior to final approval.

c) The Utility reserves the right to refuse payment and participation if the customer or the customer's contractor violates program rules and procedures.

8. **Tax Implications:** The customer assumes all responsibility for any tax consequences resulting from an incentive payment under this program.
9. **Inspection:** The Utility may conduct an inspection of the customer's facility to survey any installed projects. The Utility may inspect customer records relating to incentives sought by the customer.
10. **Program Discretion:**
    A) Funds are limited. This program and its incentive amounts are subject to change or termination without notice.
    B) Neither pre-approval of a project, nor any other action by the utility, will entitle a customer to an incentive payment until final application approval.
    C) Applications will be processed on a first-come, first served basis.
11. **Logo Use:** Customers or trade allies may not use the name or logo of Savings Plus, the utility, or any other participating utility in marketing, advertising, or promotional material without permission.
12. **Utility Disclaimers:** Utility
    a) does not endorse any particular manufacturer, product, labor, or system design.
    b) will not be responsible for any tax liability imposed on the customer as a result of the payment of incentives.
    c) does not expressly or implicitly warrant the installation or performance of installed equipment or any contractor's quality of work (contact the equipment manufacturer or contractor for warranties).
    d) is not responsible for the proper disposal/recycling of any waste generated as a result of project.
    e) is not liable for any damage, injury, or loss of life arising from or relating to the removal, installation, or operation of any equipment, or any other action taken by the customer or The Utility, in connection with a project undertaken by the customer under the programs describe in this application.
    f) does not guarantee that a specific level of energy or cost savings will result from the implementation of energy efficiency measures or the use of products funded under this program.
13. **Incentive Limit:** The maximum incentive per project is at the discretion of the Utility and will not exceed 75 percent of the project cost, including installation. If self-installed, incentives for items of equipment can be up to the purchase price of a specific item, but shall not exceed the established incentives.
14. **Information Sharing:** The Utility reserves the right to publicize your participation in this program, unless you specifically request otherwise in writing. Information contained in this application may be shared with state boards, commissions, departments and other Savings Plus participating utilities.

15. **Email Address and Utility Services:** By providing an email address, you are granting the utility permission to send emails regarding this project and/or updates on incentive programs and information regarding other energy efficiency services.
16. **Measurement Standards:** All efficiency ratings must be stated at Air-Conditioning, Heating and Refrigeration Institute (AHRI) standard full load conditions and all test results must be rated at full load AHRI standard testing conditions.

Commercial/Industrial Program Specific Terms and Conditions

Compressed Air Study Requirements

1. Obtain a pre-approval in the form of a Certificate of Project Eligibility from the utility **PRIOR** to proceeding with the study.
2. Contact a compressed air vendor/contractor and request a compressed air study estimate.
3. Submit a compressed air study application and proposed cost of the study to the utility.
4. The study should include:
    a. Ultrasonic leak survey that attempts to locate air leaks and estimate the cost of inefficiencies due to system leaks and misuse.
    b. Efficiency report that provides system recommendations and estimates of energy cost savings due to each recommendation.
    c. Characterization of the major compressed air system (supply and demand side) components that includes:
        - Compressor number, type, capacity, pressure rating and age
        - Compressor motor size, efficiency and age
        - Type, capacity and age of dryers and other conditioning equipment
        - Type of automatic compressor controls, if any
        - Description of major compressed air end uses
        - Location and layout of piping and major system components
        - Inspection of all compressed air system components and identify problem areas
    d. Estimate or measurement for each individual compressor as well as the overall system in cubic feet per minute (CFM); calculation of energy consumption in kWh and determination of the annual cost of operating the existing compressed air system
    e. Results of pressure, flow and power or amperage, if available, for a time period sufficient to obtain a good estimate of the system's output and characterizations
    f. Identification of leaks and unregulated demand inspection
    g. Execution steps and cost estimates to repair leaks, unregulated end-uses and inefficient compressed air applications
    h. Recommendations for improvements to customer's maintenance procedures
    i. Steps for follow-up actions to improve operation and efficiency.
5. Compressed air systems must be electrically driven with a minimum 35 horsepower total installed capacity (excluding backup equipment) and operate at least 40 hours per week (2,000 hours per year).
6. The utility funds 50 percent of the study costs, based on the following maximum guidelines:

Compressor Size	Maximum Utility Funding
< 35 hp	utility discretion
35-74 hp	up to $1,500
75-99 hp	up to $2,000
100-249 hp	up to $3,000
> 250 hp	up to $4,000

7. Seventy-five percent of the leaks must be repaired within nine months of the study completion date. A follow up study should be conducted to determine effectiveness of repairs. Utility reserves the ability to withhold rebate until leaks are fixed.
8. Customers are eligible for compressed air study funding with the frequency of studies on the same systems at the discretion of the utility.
9. Any projects involving new equipment may be eligible for other rebates under the Savings Plus Custom Rebate Program.

Custom Project Rebates **$500 - $100,000**

Savings Plus offers incentives for the installation of high efficiency equipment or the implementation of process improvements that result in energy savings and reduce electric load. All custom projects are capped at 75 percent of the total cost, and projects must have a payback greater than one year and less than fifteen

1. To qualify for incentives under this program, all projects must be **PRE-APPROVED.**
2. After project completion, the customer must resubmit any updated calculations for demand and energy savings.
3. Demand and energy savings calculations and assumptions must be certified by a qualified individual representing the customer.
4. The minimum incentive application is $500 and are limited to $100,000 per calendar year per customer under the custom program. Payments for larger incentives may be allowed at the discretion of the utility and, if permitted, may be paid in increments over more than one year.
5. The utility reserves the right to disqualify any type of equipment from this program.
6. Custom rebates are only applicable to projects and equipment that meet the detailed specifications and requirements of Savings Plus terms and conditions. The utility will determine, in its discretion, whether such specifications and requirements have been satisfied.

Heating and Cool Requirements

1. The utility reserves the right to load manage (cycle on and off) customer equipment that qualifies for incentives under this program. All equipment installed, including heat pumps, must serve as a primary source of cooling for the facility.
2. All equipment installed, including heat pumps, must serve as a primary source of cooling for the facility.
3. Installation of both the evaporator and condenser coil is required for all split systems including heat pumps.
4. Full load AHRI efficiency levels must be provided and stated as KW/ton for air and water cooled chillers and seasonal energy efficiency ratio (SEER) and EER for all other units.

5. Water cooled chillers must meet full and part load efficiency level requirements and the integrated part load value must be provided.

Lighting New Construction **$.50 - $100 per fixture**

1. Incentives are not available for equipment installed to meet the building or electric code requirements.
2. All fluorescent fixtures must utilize electric ballasts and T5 high output or CEE qualified T8 lamps.
3. Ballasts shall have a power factor greater than 90 percent and total harmonic distortion of ballasts shall not exceed 20 percent.
4. All fixtures, lamps, and ballasts must be Underwriters Laboratories (UL) or Electrical Testing Labs (ETL) listed to U.S. safety standards for operation as installed and must meet all applicable codes and regulations.

Lighting Retrofit

- Incentives are available for retrofits in existing buildings and installation must reduce facility's electric load.
- Incentives are not available for equipment installed to meet the building or electric code requirements.
- Fixture installations must be permanent, except for the installation of screw-in CFLs.
- Fixtures, lamps, and ballasts must be UL or ETL listed to U.S. safety standards for operation as installed and must meet all applicable codes and regulations.

Motor Requirements

- Qualifying motors must meet or exceed efficiency levels of the National Electrical Manufacturers Association (NEMA) Premium ® Motor Program. The minimum nominal efficiency levels required can be found at www.nema.org. These motors must be single-speed, three phase, open drip-proof (ODP) or totally enclosed fan cooled (TEFC), 1 to 200 horsepower, squirrel cage induction motors, NEMA Premium® Design A or B, continuous rated, with nominal speeds of 1200, 1800, or 3600 RPM.

Pump Requirements

- Pump efficiency is based on the pump curve for installation. Documentation of the pump curve is required to receive an incentive.

Variable Frequency Drives (VFDs) on HVAC Fans, HVAC Pumps and Process Pumps

- VFD's used to replace existing or failed VFD's do not qualify for incentive.
- This incentive is only for process pumps, HVAC pumps and HVAC fans only.
  Examples include VFD's to control HVAC fans, boiler draft fans, cooling tower fans, chilled water distribution pumps, and hot water distribution pumps.

- **HVAC Fans**
  Incentives for VFDs controlling HVAC fans are only offered for VFD's installed on existing HVAC fans up to 400 horsepower. Incentives are not offered for VFD's on new installations of HVAC fans.
- **HVAC Pumps**
  Incentives for VFD's are limited to 1 through 50 horsepower motors for new HVAC pumps and 1 through 400 horsepower motors for existing pumps.
- **Process Pumps**
  Incentives for VFD's are limited to 1 through 50 horsepower motors for new process pumps and 1 through 400 horsepower motors added to existing process pumps.
- VFD's must be automatically controlled by a variable signal with load diversity that results in savings through motor speed variation.
- Qualifying projects must have a true power factor of 90 percent or greater and should include a line reactor between the power source and the drive with a reactor rating of not less than 3 percent impedance of the VFD rating.

Cadillac Tax

- Effective 2018
- Employers will pay 40% excise tax on "aggregate cost of employer-sponsored coverage" in excess of statutory thresholds
- Thresholds are $10,200 for single coverage and $27,500 for family
- Thresholds are indexed for inflation beginning in 2020 but the index used is lower than health care inflation
- Calculated per employee per month

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Types of Coverage Included in Calculating Cadillac Tax

- The cost of group health plans, including plans for state and local government
- Employer and employee contributions to health FSAs
- Employer and employee salary-reduction contributions to HSAs (employee after-tax contributions to HSAs are not counted)
- Employer contributions to HRAs and VEBAs
- Coverage for many on-site medical clinics
- Retiree coverage

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Types of Coverage Excluded from Cadillac Tax

- Limited vision and dental
- Accident or disability income insurance
- Liability insurance
- Workers compensation
- Long-term care
- Specified disease and hospital indemnity insurance
- Automobile medical insurance
- Credit insurance
- Other insurance where medical care is secondary or incidental
- Certain employee assistance programs (EAPs)

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Cadillac Tax Example

- Cost of Single Coverage in 2015 = $800 p/m
- Cost of Family Coverage in 2015 = $2,000 p/m
- Annual medical cost inflation is 6.8%
- In 2018. . .

	Single	Family
Adjusted for Inflation	$975	$2,436
1/12 $10,200	- $850	-
1/12 $27,500		- $2,292
Excess Benefit	$125	$145
40% Excise Tax	$50	$58
X 12	$598	$695

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Cadillac Tax Planning

- Cadillac Tax Limits will be indexed beginning 2020 for "cost of living."
- Medical cost inflation historically rises faster than cost-of-living.
- The sooner that changes are implemented, the greater impact they will have
  - Increase cost-sharing
  - Encourage consumerism, and provide employees with education and tools (i.e., ClearCost)
  - Promote, encourage and incentivize wellness
  - Adopt "best practices" to attract healthy risks

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Collective Bargaining Strategies

- CBA negotiations that extend into 2018 should include reopener language
- Sample reopener language

  "Final regulations have not been issued under many provisions of the Patient Protection and Affordable Care Act (ACA). This creates considerable uncertainty regarding the Employer's financial obligations. This agreement may be reopened and all material terms of compensation, hours, and fringe benefits (include health benefits) may be subject to negotiation and change as reasonably necessary to comply with the ACA and to address any increase in cost that the ACA may require."
- Apply savings from plan changes to non-penalized benefits (such as long-term care) or to additional compensation

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Wendy Meyer

Subject: FW: city pool

From: Kevin McCann [mailto:kmccann@exploregaylord.org]
Sent: Wednesday, August 05, 2015 8:55 AM
To: 'Wendy Meyer'
Subject: RE: city pool

We have a pretty big water park that cost about $2.8 million to build. We used about $2,000,000 in funds from the sale of our old nursing home, a referendum for $675,000, and donations to cover the rest. We built the facility to add additional umbrellas and play features at a later date that were also covered by donations. We tore down our old 1965 pool in 2010 and built the new one in fall of 2010-spring 2011. We opened our new pool summer of 2011. We get about 25,000 visitors during the summer for swimming, lessons, or exercise. It is a great community asset, but definitely not a money maker. We lose money every year. We need taxes to cover the losses and pay for the payments of the pool. Below is a breakdown of operations for the last two years.

2013 vs 2014 Revenues and Expenses

	2013	2014	Change
Lessons Given	533	551	**18**
Season Passes	277	275	**-2**
Daily Admissions	26,350	22,986	**-3364**
Lessons Revenue	$23,975.00	$24,790.00	**$815.00**
Passes Revenue	$34,867.50	$36,021.50	**$1154.00**
Admissions Revenue	$63,631.52	$64,811.50	**$1179.98**
Concessions Revenue	$30,730.77	$29,885.08	**-$845.69**
Total Revenue	$153,204.79	$155,508.08	**$2303.29**
Budget	$168,920.00	$201,443.00	**$32,523.00**
Expenses	$200,625.97	$180,577.05	**-$20,048.92**

If you are interested in looking into this further, we worked with USAquatics out of Delano to help with the feasibility and design of our pool. Something to point out is that we had a pool prior to this aquatic center. It was built in 1965 and at the end of its life. We were facing significant improvements, closure, or build new. Nobody wanted to close it so we worked with USAquatics to look at renovation costs vs. new construction. It would have cost over $1,000,000 to renovate or initial estimates of $2,000,000 to build new. We added play features decided on having two pools: leisure pool with water slides and wading pool and a rec pool with swimming lanes and diving boards so the cost got over $2.8 million.

If you are looking for another city that is looking to start from scratch, try St. Joseph. They are looking into building their own pool, but they are facing resistance from old-timers who think it is a waste of money since neighboring towns have pools.

Good luck,
Kevin

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