

**Mt. Lake City Council**  
**Mt. Lake City Hall**  
**Monday, August 4, 2014**  
**6:30 p.m.**

**AGENDA**

1. Meeting called to order by Mayor, Dean Janzen  
\* Further information on agenda item is attached
2. Approval of Agenda and Consent Agenda
  - a. Bills: Check #'s 9916359 - 9916403\*(1-5)  
Payroll: Check #'s 61226 - 61245
  - b. Approval of July 21 Council Minutes\*(6-7)
  - c. Approval of July 10 Utility Commission Minutes\*(8)
  - d. Approval of June Library Board Minutes, June Library Report, June Expenditures\*(9-11)
3. Public – A total of ten (10) minutes is allotted for individuals to briefly discuss a topic of concern with the council.
4. Well #7 Bid
5. 2012-14 Street and Utility Project
  - a. Partial Pay Request #15\*(12-20)
  - b. Approve Change Order #3\*(21-25)
  - c. Correction of Settling on 2<sup>nd</sup>, 5<sup>th</sup> and 6<sup>th</sup> Ave. and Prince St. – Meeting may be closed, Attorney/Client Privilege
  - d. Quotes for Appraisals of Representative Parcels - distributed at meeting
6. EDA, Milk Specialties Project
  - a. Review Development Agreement with MLML, LLC\*(26-43)
  - b. Adopt Resolution # 33 Approving a Development Agreement\*(44-46)
7. Administrator
  - a. Utility Vehicle Purchase\*(47-48)
  - b. 1406 3<sup>rd</sup> Ave.\*(49-51)
  - c. FYI – Tax Increment Financing Districts 2013 Annual Disclosure Statement \*(52)
  - d. 2015 Draft Budget – distributed at meeting
8. Adjourn

**\*Check Detail Register©***August 4, 2014  
mtg*

July 2014 to August 2014

*9916359-991640*

			Check Amt	Invoice	Comment
<b>10100 United Prairie</b>					
Paid Chk#	9916359	7/18/2014		FRONTIER	
E 211-45500-321	Telephone		\$59.30		LIBRARY PHONE-427-2506
	<b>Total FRONTIER</b>		\$59.30		
Paid Chk#	9916360	7/18/2014		FRONTIER	
E 101-42100-321	Telephone		\$276.83		POLICE DEPT PHONE-427-3403
E 101-00000-430	Miscellaneous		\$165.09		UT-PHONE
E 205-46500-321	Telephone		\$9.13		CHAMBER 800#
E 205-46500-321	Telephone		\$37.50		EDA PORTION OF DSL & 427-2999
E 101-45186-321	Telephone		\$48.85		SR CTR PHONE-427-2151
E 101-43100-321	Telephone		\$60.63		STREET DEPT PHONE-427-2997
E 101-41400-321	Telephone		\$326.89		CITY HALL PHONE-427-2999
	<b>Total FRONTIER</b>		\$924.92		
Paid Chk#	9916361	7/18/2014		MUNICIPAL UTILITIES	
R 101-00000-33408	PERA Rate Increase Aid		\$460.50		1ST HALF PERA AID
	<b>Total MUNICIPAL UTILITIES</b>		\$460.50		
Paid Chk#	9916362	7/18/2014		SANFORD HEALTH	
E 221-42200-430	Miscellaneous		\$149.00		FIREMAN PHYSICAL-J.CARRISON
	<b>Total SANFORD HEALTH</b>		\$149.00		
Paid Chk#	9916363	7/18/2014		VERIZON	
E 101-42100-321	Telephone		\$35.05		PD DATA LINE
E 231-42154-321	Telephone		\$9.64		AMB CELL PHONE
E 101-42100-321	Telephone		\$10.71		PD CELL PHONE
E 101-42100-321	Telephone		(\$3.33)		CREDIT
	<b>Total VERIZON</b>		\$52.07		
Paid Chk#	9916364	7/24/2014		AFLAC	
G 101-21713	AFLAC		\$192.74		
	<b>Total AFLAC</b>		\$192.74		
Paid Chk#	9916365	7/24/2014		AFSCME COUNCIL 65	
G 101-21707	Union Dues		\$153.04		
	<b>Total AFSCME COUNCIL 65</b>		\$153.04		
Paid Chk#	9916366	7/24/2014		BCBS/HSA	
G 101-21714	HSA		\$407.71		
	<b>Total BCBS/HSA</b>		\$407.71		
Paid Chk#	9916367	7/24/2014		COMMISSIONER OF REVENUE	
G 101-21702	State Withholding		\$761.09		
	<b>Total COMMISSIONER OF REVENUE</b>		\$761.09		
Paid Chk#	9916368	7/24/2014		GISLASON & HUNTER	
G 101-21712	Garnishments		\$331.54		
	<b>Total GISLASON &amp; HUNTER</b>		\$331.54		
Paid Chk#	9916369	7/24/2014		INTERNAL REVENUE SERVICE	
G 101-21701	Federal Withholding		\$1,586.43		
G 101-21703	FICA Tax Withholding		\$2,380.90		
	<b>Total INTERNAL REVENUE SERVICE</b>		\$3,967.33		
Paid Chk#	9916370	7/24/2014		PERA	
G 101-21704	PERA		\$3,466.00		

*(1)*

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July 2014 to August 2014

			Check Amt	Invoice	Comment
<b>Total PERA</b>			<b>\$3,466.00</b>		
<b>Paid Chk#</b>	<b>9916371</b>	<b>7/24/2014</b>	<b>SW/WC SERVICE COOPERATIVES</b>		
	G 101-21708	Employee Paid Health Insurance	\$1,091.34		
<b>Total SW/WC SERVICE COOPERATIVES</b>			<b>\$1,091.34</b>		
<b>Paid Chk#</b>	<b>9916372</b>	<b>7/24/2014</b>	<b>VALIC</b>		
	G 101-21705	VALIC	\$715.94		
<b>Total VALIC</b>			<b>\$715.94</b>		
<b>Paid Chk#</b>	<b>9916373</b>	<b>7/28/2014</b>	<b>KUECHLE UNDERGROUND INC.</b>		
	E 412-43150-434	Project Expense	\$1,432.82		PAY REQUEST #14
	E 412-43100-434	Project Expense	\$1,301.28		PAY REQUEST #14
<b>Total KUECHLE UNDERGROUND INC.</b>			<b>\$2,734.10</b>		
<b>Paid Chk#</b>	<b>9916374</b>	<b>8/1/2014</b>	<b>NEW STAR SALES &amp; SERVICE</b>		
	E 101-42100-200	Office Supplies	\$7.23	42560	PD-COPIES ON COLOR PRINTER 5/2/14-8/1/14
	E 101-41400-200	Office Supplies	\$581.42	42560	CITY-COPIES ON COLOR PRINTER 5/2/14-8/1/14
	E 205-46500-200	Office Supplies	\$60.17	42560	EDA-COPIES ON COLOR PRINTER 5/2/14-8/1/14
<b>Total NEW STAR SALES &amp; SERVICE</b>			<b>\$648.82</b>		
<b>Paid Chk#</b>	<b>9916375</b>	<b>8/1/2014</b>	<b>A-1 CONCRETE GRINDING</b>		
	E 101-41400-401	Repairs/Maint Buildings	\$475.00		MUDJACK SIDEWALK BY CITY HALL
<b>Total A-1 CONCRETE GRINDING</b>			<b>\$475.00</b>		
<b>Paid Chk#</b>	<b>9916376</b>	<b>8/1/2014</b>	<b>ALBERT QUIRAM</b>		
	R 101-00000-36200	Miscellaneous Revenues	\$270.00		REPAIR OF 9 BIKES
<b>Total ALBERT QUIRAM</b>			<b>\$270.00</b>		
<b>Paid Chk#</b>	<b>9916377</b>	<b>8/1/2014</b>	<b>ALPHA WIRELESS COMMUNICATIONS</b>		
	E 221-42200-404	Repairs/Maint Machinery/Equip	\$36.80	671360	PAGER CLIPS
<b>Total ALPHA WIRELESS COMMUNICATIONS</b>			<b>\$36.80</b>		
<b>Paid Chk#</b>	<b>9916378</b>	<b>8/1/2014</b>	<b>AMAZON</b>		
	E 211-45500-592	A.V. Materials	\$83.79		LIBRARY AV
	E 211-45500-590	Capital Outlay Books	\$161.73		LIBRARY BOOKS
<b>Total AMAZON</b>			<b>\$245.52</b>		
<b>Paid Chk#</b>	<b>9916379</b>	<b>8/1/2014</b>	<b>AMERIPRIDE</b>		
	E 101-43100-215	Shop Supplies	\$24.77	2800399517	TOWELS FOR ST DEPT
	E 101-41400-401	Repairs/Maint Buildings	\$23.88	2800399517	MATS FOR CITY HALL
<b>Total AMERIPRIDE</b>			<b>\$48.65</b>		
<b>Paid Chk#</b>	<b>9916380</b>	<b>8/1/2014</b>	<b>ANDREW WINDSCHITL</b>		
	E 221-42200-308	Training & Instruction	\$572.57		MILEAGE TO FIREFIGHTER CLASSES
<b>Total ANDREW WINDSCHITL</b>			<b>\$572.57</b>		
<b>Paid Chk#</b>	<b>9916381</b>	<b>8/1/2014</b>	<b>ASSEMBLY OF GOD CHURCH</b>		
	E 101-41400-356	Abatements	\$4,544.52		1ST HALF TAX ABATEMENT
<b>Total ASSEMBLY OF GOD CHURCH</b>			<b>\$4,544.52</b>		
<b>Paid Chk#</b>	<b>9916382</b>	<b>8/1/2014</b>	<b>BOUND TREE MEDICAL</b>		
	E 231-42154-210	Operating Supplies	\$44.00	81495818	AMB SUPPLIES
<b>Total BOUND TREE MEDICAL</b>			<b>\$44.00</b>		
<b>Paid Chk#</b>	<b>9916383</b>	<b>8/1/2014</b>	<b>DARON J. FRIESEN</b>		
	E 101-45200-402	Repairs/Maint- Ground	\$12.80		SHRUBS BY CITY PARK BANDSHELL

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July 2014 to August 2014

		Check Amt	Invoice	Comment
<b>Total DARON J. FRIESEN</b>		<b>\$12.80</b>		
Paid Chk# 9916384	8/1/2014 DEMCO, INC			
E 211-45500-220	Repair/Maint Supply	\$109.16		LIBRARY SUPPLIES
<b>Total DEMCO, INC</b>		<b>\$109.16</b>		
Paid Chk# 9916385	8/1/2014 DOUG BRISTOL			
E 101-42100-205	Uniforms	\$150.29		MILEAGE TO UNIFORMS UNLIMITED
<b>Total DOUG BRISTOL</b>		<b>\$150.29</b>		
Paid Chk# 9916386	8/1/2014 FOX LAWSON & ASSOCIATES			
E 101-00000-430	Miscellaneous	\$2,812.50	54728	COMPENSATION CONSULTING FEES
<b>Total FOX LAWSON &amp; ASSOCIATES</b>		<b>\$2,812.50</b>		
Paid Chk# 9916387	8/1/2014 INLAND LAKE HARVESTER INC			
E 507-45150-404	Repairs/Maint Machinery/Equip	\$246.11	ML652013	4-ISOLATOR MOUNTS FOR HATZ ENGINE ON WEED HARVESTOR
<b>Total INLAND LAKE HARVESTER INC</b>		<b>\$246.11</b>		
Paid Chk# 9916388	8/1/2014 MACQUEEN EQUIPMENT			
E 101-43100-404	Repairs/Maint Machinery/Equip	\$57.21	2144682	SCRAPER DIRT SHOE-ST DEPT
<b>Total MACQUEEN EQUIPMENT</b>		<b>\$57.21</b>		
Paid Chk# 9916389	8/1/2014 MCLAUGHLIN AND SCHULTZ			
E 101-43121-224	Street Maint Materials	\$2,718.04	009049	TAR
<b>Total MCLAUGHLIN AND SCHULTZ</b>		<b>\$2,718.04</b>		
Paid Chk# 9916390	8/1/2014 MIDSTATES			
E 101-43100-404	Repairs/Maint Machinery/Equip	\$28.17	214478	PUMP INLET STRAINER
<b>Total MIDSTATES</b>		<b>\$28.17</b>		
Paid Chk# 9916391	8/1/2014 MINNESOTA ENERGY RESOURCE CORP			
E 101-41400-383	Gas Utilities	\$60.34		CITY HALL GAS-ACCT#4346780-2
E 221-42200-383	Gas Utilities	\$28.27		FIRE DEPT PORTION OF FIREHALL GAS-ACCT#4296165-6
E 231-42154-383	Gas Utilities	\$13.93		AMB PORTION OF FIREHALL GAS-ACCT#4296165-6
E 101-43100-383	Gas Utilities	\$49.86		STREET GARAGE GAS-ACCT#4092120-7
E 101-45186-383	Gas Utilities	\$47.14		SR CTR GAS-ACCT#4010846-6
E 211-45500-383	Gas Utilities	\$17.48		LIBRARY GAS-ACCT#4134278-3
<b>al MINNESOTA ENERGY RESOURCE CORP</b>		<b>\$217.02</b>		
Paid Chk# 9916392	8/1/2014 MINNESOTA FIRE SERVICE CERTIFI			
E 221-42200-308	Training & Instruction	\$25.00	2781	HOPWOOD RE-TEST FEE
<b>Total MINNESOTA FIRE SERVICE CERTIFI</b>		<b>\$25.00</b>		
Paid Chk# 9916393	8/1/2014 MINNESOTA MUTUAL LIFE			
E 101-45200-134	Employer Paid Life	\$1.20		AUG LIFE INS-PARKS DEPT
G 101-21706	Hospitalization/Medical Ins	\$26.10		JULY LIFE INS-NICK NAXAY
G 101-21706	Hospitalization/Medical Ins	\$26.10		AUG LIFE INS-NICK NAXAY
G 101-21706	Hospitalization/Medical Ins	\$7.30		AUG LIFE INS-DARON FRIESEN
G 101-21706	Hospitalization/Medical Ins	\$26.70		AUG LIFE INS-KIM HALL
G 101-21706	Hospitalization/Medical Ins	\$18.10		AUG LIFE INS-ROBB ANDERSON
E 101-42100-135	Employer Paid Other	\$2.00		AUG BRIAN LUNZ LIFE INSURANCE
E 101-46200-134	Employer Paid Life	\$1.20		AUG LIFE INS-CEMETERY
E 101-41400-134	Employer Paid Life	\$4.00		AUG LIFE INS-OFFICE
E 101-43100-134	Employer Paid Life	\$3.60		AUG LIFE INS-ST DEPT
E 211-45500-134	Employer Paid Life	\$2.00		AUG LIFE INS-LIBRARY

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July 2014 to August 2014

			Check Amt	Invoice	Comment
E 101-41400-134	Employer Paid Life		\$2.00		AUG WENDY FAST-LAKER APTS-LIFE INS
E 205-46500-134	Employer Paid Life		\$2.00		AUG LIFE INS-EDA
E 101-42100-134	Employer Paid Life		\$8.00		AUG LIFE INS-POLICE DEPT
<b>Total MINNESOTA MUTUAL LIFE</b>			<b>\$130.30</b>		
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Paid Chk#	9916394	8/1/2014	<b>MN VALLEY COUNCIL OF GOVERNMENT</b>		
E 101-41400-433	Dues and Subscriptions		\$1,591.50		1ST HALF MEMBERSHIP
<b>Total MN VALLEY COUNCIL OF GOVERNMENT</b>			<b>\$1,591.50</b>		
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Paid Chk#	9916395	8/1/2014	<b>MUNICIPAL UTILITIES</b>		
E 205-46500-380	Elec,Water,Sewer		\$91.98		UT BILL-BB'S DINER
E 101-45200-380	Elec,Water,Sewer		\$127.22		UT AT CITY PARK SHELTERHOUSE
E 101-45183-380	Elec,Water,Sewer		\$282.05		UT AT CAMPGROUND
E 608-46330-380	Elec,Water,Sewer		\$3.95		8-PLEX PORTION OF ST LITE ON HERITAGE DRIVE
E 607-46330-380	Elec,Water,Sewer		\$2.04		4-PLEX PORTION OF ST LITE ON HERITAGE DRIVE
E 211-45500-380	Elec,Water,Sewer		\$272.06		LIBRARY UT
E 231-42154-380	Elec,Water,Sewer		\$49.48		AMB PORTION OF FIREHALL UT
E 221-42200-380	Elec,Water,Sewer		\$100.45		FIRE DEPT PORTION OF FIREHALL UT
E 101-45200-380	Elec,Water,Sewer		\$184.99		CITY PARK RESTROOMS UT
E 101-43100-380	Elec,Water,Sewer		\$180.45		ST DEPT UT
E 101-45186-380	Elec,Water,Sewer		\$319.47		SR CTR UT
E 101-41400-380	Elec,Water,Sewer		\$380.39		CITY HALL UT
E 101-45200-380	Elec,Water,Sewer		\$98.10		LAWCON PARK LIGHTS
<b>Total MUNICIPAL UTILITIES</b>			<b>\$2,092.63</b>		
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Paid Chk#	9916396	8/1/2014	<b>MUSKE, MUSKE, SURHOFF</b>		
E 101-41400-304	Legal Fees		\$1,400.00		AUGUST LEGAL RETAINER
E 101-41400-304	Legal Fees		\$713.44		ADDITIONAL DUE
<b>Total MUSKE, MUSKE, SURHOFF</b>			<b>\$2,113.44</b>		
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Paid Chk#	9916397	8/1/2014	<b>NEW STAR SALES &amp; SERVICE</b>		
E 101-41400-200	Office Supplies		\$102.16	42561	CITY-5/2/14-8/1/14 COPIES ON COPY MACHINE
E 205-46500-200	Office Supplies		\$68.38	42561	EDA-5/2/14-8/1/14 COPIES ON COPY MACHINE
<b>Total NEW STAR SALES &amp; SERVICE</b>			<b>\$170.54</b>		
<hr/>					
Paid Chk#	9916398	8/1/2014	<b>NICKEL CONSTRUCTION</b>		
E 101-45183-402	Repairs/Maint- Ground		\$248.00	14000	EDGING & STAKES FOR CAMPGROUND
<b>Total NICKEL CONSTRUCTION</b>			<b>\$248.00</b>		
<hr/>					
Paid Chk#	9916399	8/1/2014	<b>ORIENTAL TRADING</b>		
E 211-45500-434	Project Expense		\$136.96		LIBRARY PROJECT EXPENSE
<b>Total ORIENTAL TRADING</b>			<b>\$136.96</b>		
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Paid Chk#	9916400	8/1/2014	<b>PRAXAIR</b>		
E 231-42154-210	Operating Supplies		\$47.20	49947793	OXYGEN FOR AMB
E 231-42154-210	Operating Supplies		\$104.18	50016166	OXYGEN FOR AMB
<b>Total PRAXAIR</b>			<b>\$151.38</b>		
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Paid Chk#	9916401	8/1/2014	<b>RADTKE WELDING</b>		
E 101-43100-404	Repairs/Maint Machinery/Equip		\$9.00	8863	MATERIAL & LABOR-ST DEPT
E 507-46103-220	Repair/Maint Supply		\$491.45	8882	ALUM WELDING RODS SERVICE CALL & LABOR-DOCK AT LAKE
E 507-45150-404	Repairs/Maint Machinery/Equip		\$65.00	8903	LABOR ON TANK
E 211-45500-401	Repairs/Maint Buildings		\$1,480.00	8920	LIBRARY RAILING
E 507-45150-404	Repairs/Maint Machinery/Equip		\$247.42	8921	MATERIAL/LABOR-WEED CONVEYOR
<b>Total RADTKE WELDING</b>			<b>\$2,292.87</b>		

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**\*Check Detail Register©**

July 2014 to August 2014

	Check Amt	Invoice	Comment
<b>Paid Chk# 9916402 8/1/2014 VOLUNTEER FIREMANS BENEFIT</b>			
E 221-42200-433 Dues and Subscriptions	\$175.00		FIRE DEPT MEMBERSHIP-2014
<b>Total VOLUNTEER FIREMANS BENEFIT</b>	<b>\$175.00</b>		
<b>Paid Chk# 9916403 8/1/2014 WENDY MEYER</b>			
E 101-41400-308 Training & Instruction	\$298.82	6/18-20	MILEAGE AND HOTEL-LEAGUE CONFERENCE
<b>Total WENDY MEYER</b>	<b>\$298.82</b>		
<b>10100 United Prairie</b>	<b>\$38,130.24</b>		

**Fund Summary**

<b>10100 United Prairie</b>	
101 GENERAL FUND	\$30,393.01
205 ECONOMIC DEVELOPMENT AUTHORITY	\$269.16
211 LIBRARY FUND	\$2,322.48
221 FIRE DEPT FUND	\$1,087.09
231 AMBULANCE FUND	\$268.43
412 2012 CITY WIDE PROJECT	\$2,734.10
507 LAKE COMMISSION FUND	\$1,049.98
607 EDA----4 PLEX FUND	\$2.04
608 EDA----8 PLEX FUND	\$3.95
	<b>\$38,130.24</b>

**DRAFT**  
**Lake City Council**  
**Mt. Lake City Hall**  
**Monday, July 21, 2014**  
**6:30 p.m.**

Members Present: Dean Janzen, Brian Schultz, Andrew Ysker

Members Absent: David Savage

Staff Present: Maryellen Suhrhoff, City Attorney, Muske, Muske & and Suhrhoff;  
Wendy Meyer, Clerk/Administrator

Others Present: Doug Regehr; Andy Kehren, Bolton & Menk, City Engineer; Second Ave.  
resident Karen Stoesz; John Heino, Central MN Municipal Power Agency  
contract photographer

**Call to Order**

Mayor Janzen called the meeting to order at 6:30 p.m. Motion by Schultz, seconded by Ysker, to add 6d. approval of Western Community Action Small City Development Program contract and housing program procedural guidelines to the agenda. Motion carried unanimously. Motion by Schultz, seconded by Ysker, to adopt the consent agenda as presented and the agenda as amended

July 7 Council Minutes  
Bills: Check #'s 9916293-9916358; 353E-355E  
Payroll: Check #'s 61192 - 61225  
April 14 Tree Commission Minutes  
June 9 Lake Commission Minutes  
June 25 EDA Minutes  
June 12 Utility Commission Minutes  
Resignation of Kevin Krahn, Tree Commission

**Public**

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

**Well #7 Bids**

The bids were reviewed. Adjustments that will lower costs were determined after the bids were open. Andy Kehren, city engineer, is working with the apparent successful bidder to make those adjustments. There will also be adjustment to the financing. The award was tabled to the next council meeting after all adjustments have been formalized.

**2012-14 Street and Utility Project**

Kuechle Underground has requested the completion date be extended to August 28. The council agreed that the asphalt work around Mt. Lake Public and Mt. Lake Christian

Schools should be completed by August 8. School starts the 18<sup>th</sup>. Kuechle also needs to remain in Mt. Lake and continue work on the project. The council supports the request but tabled a formal decision until the next council meeting.

Karen Stoesz, a Second Ave. resident asked questions and discussed the repair of curb, gutter and streets on those portions of 2<sup>nd</sup> Ave., 5<sup>th</sup> Ave., 6<sup>th</sup> Ave. and Prince St. that experienced settling issues following the 2012 construction season.

Quotes for the appraisals of representative parcels will be reviewed at the next council meeting.

### **Tax-forfeit Properties**

There are two parcels in Mt. Lake. The city needs to approve these parcels for public auction. Motion by Ysker, seconded by Schultz, to adopt Resolution #32-14 approving tax-forfeiture parcels in the City of Mt. Lake for public auction. Motion carried unanimously.

### **Transfer of Funds to Street and Police Dept. Equipment Reserve Funds**

Motion by Ysker, seconded by Schultz, to transfer \$3,521.38 to Police Dept. reserve and \$89,976.62 to Street Dept. reserve. Motion carried unanimously. The figures represent the amounts the two departments under-spent their budgets after considering revenues and expenses. The funds are reserved for future vehicle and equipment purchases.

### **Review 2014 Budget Revenue and Expense**

The revenues and expenses for the first half of the 2014 budget year were reviewed.

### **Small City Development Program Contract and Housing Rehabilitation Procedural Guidelines**

The contract for housing rehabilitation services and the procedural guidelines were reviewed. Motion by Schultz, seconded by Ysker, to enter in the contract with Western Community Action and adopt the procedural guidelines. Motion carried unanimously.

### **2012-14 Utility and Street Project Settling Issue**

Meeting was closed at 7:57 p.m., Attorney –Client Privilege. Closed meeting was closed at 8:07 p.m. No action taken.

### **Adjourn**

Motion by Ysker, seconded by Schultz, to adjourn the meeting at 8:16 p.m.

ATTEST:

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Wendy Meyer, Clerk/Administrator

REGULAR UTILITIES COMMISSION MEETING  
THURSDAY, JULY 10, 2014  
7:00 A.M.

PRESENT: Mark Langland  
Mike Johnson  
Bryan Bargaen, Chairman  
Brett Lohrenz  
David Savage-City Council Liaison

ABSENT: John Carrison

STAFF: Lynda Cowell – Utilities Office Manager  
Kevin Krahn – Water/Wastewater Supt.  
Dave Watkins – Water/Wastewater  
Pat Oja - Lineman  
Wendy Meyer - City Administrator

OTHERS: None

Bryan Bargaen - Chairman called the regular meeting of the Utilities commission for July 10, 2014 to order at 7:00 a.m.

1. Minutes and Bills: Motion by Mark Langland seconded by Brett Lohrenz to accept the minutes and bills as presented. Motion carried. Checks #14478-14552.

2. Water Department:

**Private Sewer Line replacement update):** FYI Kevin reported that as of July 8 a total of 64 houses have been completed out of 152.

**Well #7 update:** Bid opening will be July 18th and the Council will award the bid on July 21st. The Small Cities Development Program and Public Facilities Authority paperwork is complete.

**Water Treatment Plant parking lot:** The Commission feels that at this time we will NOT tar the parking lot of the Water Treatment Plant.

3. Electric Department:

**Pickup:** Kevin went to St. Cloud to look at a 2003 3/4 ton Ford XL pickup. It is a nice, clean pick up for \$13,600.00. Motion by Brett Lohrenz seconded by Mike Johnson to purchase the used pick-up if the State bid is greater than \$27,000. and to purchase a new pick-up if the state bid is less than \$27,000. Motion carried.

4. Office:

**Capital Improvement Plan:** A 5+yr Capital Improvement Plan was presented and discussed. After some discussion it was decided that Kevin should only order 100 new meters to keep in line with the electric meter purchase.

**Sayles request:** Adam Sayles has a home that was converted to a duplex many years ago. He lives in the upper part and rents out the lower part. He would like to have all the meters on one bill since he is not renting the lower at this time. The administrator denied his request; he is appealing the decision to the commission. Sayles was not present. The commission agreed with the administrator's decision. Due to Utility policy and City code which does not allow "combined connections" the bills will continue to be separate.

**Adjustments:** FYI

Meeting adjourned.

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**Mountain Lake Public Library Board Minutes**  
**June 11, 2014**

**Members Present:** Diane Englin, Marci Hernandez, Vickie Krueger, Carol Lehman-Director

**Members Absent:** Barry Wright, Margaret Hopwood

**Others Present:** None

The meeting was called to order at 4:45 p.m. by Vickie Krueger.

**M/S/P Englin/Hernandez** to approve the minutes of the May 14, 2014 meeting.

**Carol presented the May monthly report** indicating 2,762 total circulation and expenditures in the amount of \$1,622.99. **M/S/P Hernandez/Englin.**

**Old Business:** 35 people attended Straw Bale Gardens program by Joel Karsten.

**New Business:** Discussed capital improvement plan & the possibility of starting an "Adopt a Magazine" program to help subsidize the library periodicals collection. The library-sponsored 2014 summer reading program is also being funded by the Friends of Library and Betty Fox Memorials (per family request). The only Legacy-funded program is *The Zinghoppers* on July 10<sup>th</sup>.

**Library Activity report for May** was given.

Meeting adjourned at 5:55pm by Vickie Krueger

**NEXT MEETING: Wednesday July 23<sup>th</sup> – 4:30pm.**

Respectfully submitted,

Marci Hernandez, secretary

9

CITY OF MOUNTAIN LAKE

PUBLIC LIBRARY REPORT

MONTH OF June, 2014

CIRCULATION AND USE

Adult fiction	_____
Adult nonfiction	_____
Non print (includes videos, cassettes, art prints, etc.)	_____
Juvenile	_____
Periodicals	_____

TOTAL CIRCULATION 3,679

Interlibrary loan sent	<u>227</u>
Interlibrary loan received	<u>260</u>

TOTAL ILL 487

ILL NON SYSTEM 79

RECEIPTS

Cash income	<u>257.71</u>
Donations (monetary)	_____
County Revenue	_____
Misc. Revenue	<u>53.02</u>
Fines	<u>7.50</u>
Meeting room rental	_____
Sale of supplies	_____

(Legacy Funds - Credit Bks)

TOTAL RECEIPTS 318.23

EXPENDITURES

Books	<u>366.66</u>
Periodicals	_____
1.00 Audio-visual	<u>150.60</u>
7.71 Supplies	<u>7.71</u>
49.00 Postage	<u>49.00</u>
Miscellaneous	_____
Telephone	<u>59.97</u>
Repairs & maintenance	<u>345.00</u>
Repairs & maint. of equipment	_____
200. Project expense	<u>200.00</u>
Capital outlay	_____
Automation	_____
Gas Utilities	<u>23.26</u>
TOTAL EXPENDITURES	<u>\$1,202.20</u>

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LIBRARY DIRECTOR Carol Lehman

LIBRARY EXPENDITURES - JUNE 2014

Frontier	Telephone Expense	\$59.97
GECRB/Amazon	Books \$366.66 / AV \$149.60	516.26
Dennis Hulzebos	Repairs & Maint. - Janitorial	345.00
MN Energy Resources Corp.	Gas Utilities	23.26
		<hr/>
		944.49
	Cash Expenditures	257.71
		<hr/>
	Total	\$1,202.20

PARTIAL PAY ESTIMATE NO.  
 2012-2013 Infrastructure Improvements  
 Mountain Lake, Minnesota  
 BMI Project No.: S14.100679  
 FILENAME:  
 H:\MTLK\S14100679\Excel\100679 Quant.xls]Partial Pay Est. 15B

15

DISTRIBUTION:  
 CONTRACTOR (1)  
 OWNER (1)  
 ENGINEER (1)

TOTAL, COMPLETED WORK TO DATE.....	\$8,750,588.50
TOTAL, STORED MATERIALS.....	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS.....	\$8,750,588.50
RETAINED PERCENTAGE ( 5% ).....	-\$437,529.43
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS).....	-\$5,000.00
- 5 days @ \$1,000/day	
NET AMOUNT DUE TO CONTRACTOR TO DATE.....	\$8,308,059.07
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES.....	\$7,953,687.75
PAY CONTRACTOR AS ESTIMATE NO. 15 .....	\$354,371.32

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Kuechle Underground, Inc.  
 10998 State Highway 55, P.O. Box 509  
 Kimball, MN 55353

By: \_\_\_\_\_  
 Name Title Date

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:  
 BOLTON & MENK, INC., ENGINEERS, 140 FIRST AVENUE NORTH, P.O. BOX 434 SLEEPY EYE, MN.

By \_\_\_\_\_, Project Engineer  
 Andrew R. Kehren Title Date

APPROVED FOR PAYMENT:  
 Owner: City of Mountain Lake, MN

By \_\_\_\_\_  
 Name Title Date

And \_\_\_\_\_  
 Name Title Date

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**PARTIAL PAY ESTIMATE NO.**

2012-2013 Infrastructure Improvements  
 Mountain Lake, Minnesota  
 BMI PROJECT NO. S14.100679  
 FILENAME: H:\MTLKS14100679\Excel\100679 Quant.xls\Partial Pay Est. #15A  
 WORK COMPLETED THROUGH JULY 20, 2014

BID ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICES			WORK COMPLETED PREVIOUS ESTIMATE			WORK COMPLETED JOB-TO-DATE			
		UNIT PRICE	QNTY	AMOUNT	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT	
	SURFACE										
1	Mobilization & Traffic Control	\$145,000.00	1	Lump Sum	\$145,000.00	0.88	Lump Sum	\$127,600.00	1	Lump Sum	\$145,000.00
2	Cleaning & Grubbing	\$400.00	10	Each	\$4,000.00	0	Each	\$0.00	0	Each	\$0.00
3	Salvage & Reinstall Fence	\$15.00	100	Linear Foot	\$1,500.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
4	Salvage & Reinstall Landscaping	\$350.00	4	Each	\$1,400.00	0	Each	\$0.00	2	Each	\$700.00
5	Remove Curb and Gutter	\$2.00	33,800	Linear Foot	\$67,600.00	34,015	Linear Foot	\$68,030.00	34,015	Linear Foot	\$68,030.00
6	Remove Concrete Walk	\$0.55	21,720	Square Foot	\$11,946.00	19,408	Square Foot	\$10,674.40	19,408	Square Foot	\$10,674.40
7	Remove Concrete Driveway Pavement	\$0.60	37,000	Square Foot	\$22,200.00	31,404	Square Foot	\$18,842.40	31,404	Square Foot	\$18,842.40
8	Remove Concrete Pavement with Rebar (7" +/-)	\$1.00	500	Square Yard	\$500.00	577	Square Yard	\$577.00	577	Square Yard	\$577.00
9	Common Excavation (EV) (P)	\$14.50	59,885	Cubic Yard	\$868,332.50	60,399	Cubic Yard	\$875,785.50	60,399	Cubic Yard	\$875,785.50
10	Contaminated Soil - Excavation & Disposal (LV)	\$38.00	200	Cubic Yard	\$7,600.00	27	Cubic Yard	\$1,026.00	27	Cubic Yard	\$1,026.00
11	Subgrade Excavation (EV)	\$9.00	1,000	Cubic Yard	\$9,000.00	1,463	Cubic Yard	\$13,167.00	1,463	Cubic Yard	\$13,167.00
12	Subgrade Correction (CV)	\$7.00	1,000	Cubic Yard	\$7,000.00	1,463	Cubic Yard	\$10,241.00	1,463	Cubic Yard	\$10,241.00
13	Topsoil Borrow (LV)	\$0.01	5,970	Cubic Yard	\$59.70	4,407	Cubic Yard	\$44.07	5,142	Cubic Yard	\$51.42
14	Salvage Aggregate From Stockpile (CV)	\$4.00	40,010	Ton	\$160,040.00	37,902	Ton	\$151,608.00	37,902	Ton	\$151,608.00
15	Geotextile Fabric, Type V	\$1.75	98,100	Square Yard	\$171,675.00	94,818	Square Yard	\$165,931.50	94,818	Square Yard	\$165,931.50
16	Aggregate Base, Class 5 (CV)	\$15.80	46,000	Ton	\$726,800.00	47,999	Ton	\$758,384.20	48,076	Ton	\$759,600.80
17	Type SP 9.5 Wearing Course Mixture (SPWEA240B)	\$81.00	7,960	Ton	\$644,760.00	270	Ton	\$21,870.00	270	Ton	\$21,870.00
18	Type SP 12.5 Non-Wearing Course Mixture (SPNWB230B)	\$79.00	11,180	Ton	\$883,220.00	11,631	Ton	\$918,849.00	11,641	Ton	\$919,639.00
19	Common Laborers	\$62.00	100	Hour	\$6,200.00	69	Hour	\$4,278.00	76	Hour	\$4,712.00
20	3 Cu Yd Shovel	\$145.00	50	Hour	\$7,250.00	17	Hour	\$2,465.00	21	Hour	\$3,045.00
21	Dozer	\$105.00	50	Hour	\$5,250.00	24	Hour	\$2,520.00	24	Hour	\$2,520.00
22	10 Cu Yd Truck	\$90.00	50	Hour	\$4,500.00	14	Hour	\$1,260.00	15	Hour	\$1,350.00
23	4.0 Cu Yd Front End Loader	\$140.00	50	Hour	\$7,000.00	14	Hour	\$1,960.00	14	Hour	\$1,960.00
24	1/2 Cu Yd Skid Loader	\$95.00	50	Hour	\$4,750.00	21	Hour	\$1,995.00	27	Hour	\$2,565.00
25	4" Concrete Walk	\$4.30	17,000	Square Foot	\$73,100.00	9,850	Square Foot	\$42,355.00	9,850	Square Foot	\$42,355.00
26	Commercial Walk	\$5.56	4,720	Square Foot	\$26,243.20	5,876	Square Foot	\$32,670.56	5,876	Square Foot	\$32,670.56
27	Salvage & Reinstall Brick Pavers	\$8.00	180	Square Foot	\$1,440.00	0	Square Foot	\$0.00	0	Square Foot	\$0.00
28	Construct 2'x4' Truncated Domes	\$240.00	15	Each	\$3,600.00	12	Each	\$2,880.00	12	Each	\$2,880.00
29	Concrete Curb and Gutter, Design B618	\$9.20	37,800	Linear Foot	\$347,760.00	37,749	Linear Foot	\$347,290.80	37,749	Linear Foot	\$347,290.80
30	7" Concrete Driveway Pavement	\$5.36	37,000	Square Foot	\$198,320.00	62,004	Square Foot	\$332,341.44	62,004	Square Foot	\$332,341.44

**PARTIAL PAY ESTIMATE NO.**

15

2012-2013 Infrastructure Improvements  
Mountain Lake, Minnesota

BMI PROJECT NO. S14.100679

FILENAME: H:\MTLKS\14100679\Excel\100679 Quant.xls\Partial Pay Est. #15A  
WORK COMPLETED THROUGH JULY 20, 2014

BID ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICES				WORK COMPLETED PREVIOUS ESTIMATE				WORK COMPLETED JOB-TO-DATE				
		UNIT PRICE	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT
		31	Concrete Valley Gutter	\$30.00	300	Linear Foot	\$9,000.00	232	Linear Foot	\$6,960.00	232	Linear Foot	\$6,960.00	232
32	6" Perforated Pipe Drain	\$5.75	38,575	Linear Foot	\$221,806.25	36,398	Linear Foot	\$209,288.50	36,744	Linear Foot	\$211,278.00	36,744	Linear Foot	\$211,278.00
33	8" Perforated Pipe Drain	\$6.00	250	Linear Foot	\$1,500.00	254	Linear Foot	\$1,524.00	254	Linear Foot	\$1,524.00	254	Linear Foot	\$1,524.00
34	4" PVC Sump Drain Line Services	\$125.00	150	Each	\$18,750.00	33	Each	\$4,125.00	64	Each	\$8,000.00	64	Each	\$8,000.00
35	Adjust Frame & Ring Casting - Electrical	\$500.00	2	Each	\$1,000.00	0	Each	\$0.00	0	Each	\$0.00	0	Each	\$0.00
36	Bioroll	\$2.50	1,800	Linear Foot	\$4,500.00	922	Linear Foot	\$2,305.00	922	Linear Foot	\$2,305.00	922	Linear Foot	\$2,305.00
37	Erosion Control Blanket, Category 0	\$2.50	4,800	Square Yard	\$12,000.00	2,112	Square Yard	\$5,280.00	2,112	Square Yard	\$5,280.00	2,112	Square Yard	\$5,280.00
38	Inlet Protection	\$110.00	180	Each	\$19,800.00	137	Each	\$15,070.00	137	Each	\$15,070.00	137	Each	\$15,070.00
39	Temporary Seeding	\$700.00	25.2	Acre	\$17,640.00	6	Acre	\$4,200.00	6	Acre	\$4,200.00	6	Acre	\$4,200.00
40	Permanent Seeding	\$1,000.00	25.2	Acre	\$25,200.00	9.5	Acre	\$9,500.00	9.5	Acre	\$9,500.00	9.5	Acre	\$9,500.00
<b>STORM SEWER</b>														
41	Remove Storm Structure	\$132.00	101	Each	\$13,332.00	107	Each	\$14,124.00	107	Each	\$14,124.00	107	Each	\$14,124.00
42	4"-10" Tile Repair	\$24.00	700	Linear Foot	\$16,800.00	813	Linear Foot	\$19,512.00	813	Linear Foot	\$19,512.00	813	Linear Foot	\$19,512.00
43	12" Apron	\$560.00	2	Each	\$1,120.00	2	Each	\$1,120.00	2	Each	\$1,120.00	2	Each	\$1,120.00
44	15" Apron	\$580.00	1	Each	\$580.00	1	Each	\$580.00	1	Each	\$580.00	1	Each	\$580.00
44A	18" RC Pipe Sewer Apron	\$640.00	1	Each	\$640.00	1	Each	\$640.00	1	Each	\$640.00	1	Each	\$640.00
45	36" Apron	\$980.00	1	Each	\$980.00	1	Each	\$980.00	1	Each	\$980.00	1	Each	\$980.00
46	12" Pipe Sewer	\$32.00	3,781	Linear Foot	\$120,992.00	3,952	Linear Foot	\$126,464.00	3,952	Linear Foot	\$126,464.00	3,952	Linear Foot	\$126,464.00
47	15" Pipe Sewer	\$33.00	2,220	Linear Foot	\$73,260.00	2,308	Linear Foot	\$76,164.00	2,308	Linear Foot	\$76,164.00	2,308	Linear Foot	\$76,164.00
48	18" Pipe Sewer	\$37.00	2,398	Linear Foot	\$88,726.00	2,565	Linear Foot	\$94,905.00	2,565	Linear Foot	\$94,905.00	2,565	Linear Foot	\$94,905.00
49	21" Pipe Sewer	\$41.00	1,175	Linear Foot	\$48,175.00	1,460	Linear Foot	\$59,860.00	1,460	Linear Foot	\$59,860.00	1,460	Linear Foot	\$59,860.00
50	24" Pipe Sewer	\$47.00	1,048	Linear Foot	\$49,256.00	1,033	Linear Foot	\$48,551.00	1,033	Linear Foot	\$48,551.00	1,033	Linear Foot	\$48,551.00
51	27" Pipe Sewer	\$56.00	440	Linear Foot	\$24,640.00	438	Linear Foot	\$24,528.00	438	Linear Foot	\$24,528.00	438	Linear Foot	\$24,528.00
52	30" Pipe Sewer	\$65.00	500	Linear Foot	\$32,500.00	363	Linear Foot	\$23,595.00	363	Linear Foot	\$23,595.00	363	Linear Foot	\$23,595.00
53	36" Pipe Sewer	\$82.00	1,005	Linear Foot	\$82,410.00	974	Linear Foot	\$79,868.00	974	Linear Foot	\$79,868.00	974	Linear Foot	\$79,868.00
54	48" Pipe Sewer	\$100.00	860	Linear Foot	\$86,000.00	858	Linear Foot	\$85,800.00	858	Linear Foot	\$85,800.00	858	Linear Foot	\$85,800.00
55	Construct Drainage Structure, Design R-1	\$260.00	662.9	Linear Foot	\$172,354.00	634	Linear Foot	\$164,840.00	634	Linear Foot	\$164,840.00	634	Linear Foot	\$164,840.00
56	Construct Drainage Structure, Design F	\$270.00	13.3	Linear Foot	\$3,591.00	6	Linear Foot	\$1,620.00	6	Linear Foot	\$1,620.00	6	Linear Foot	\$1,620.00
57	Construct Drainage Structure, Design H	\$270.00	9.4	Linear Foot	\$2,538.00	15.8	Linear Foot	\$4,266.00	15.8	Linear Foot	\$4,266.00	15.8	Linear Foot	\$4,266.00
58	Construct Drainage Structure Design SD-48	\$740.00	2.3	Linear Foot	\$1,702.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
59	Construct Drainage Structure, Design 48-4022	\$280.00	66.6	Linear Foot	\$18,648.00	72	Linear Foot	\$20,160.00	72	Linear Foot	\$20,160.00	72	Linear Foot	\$20,160.00

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**PARTIAL PAY ESTIMATE NO.**

15

2012-2013 Infrastructure Improvements  
Mountain Lake, Minnesota

BMI PROJECT NO. S14.100679

FILENAME: H:\M\TLKS14100679\Excel\100679 Quant.xls\Partial Pay Est. #15A  
WORK COMPLETED THROUGH JULY 20, 2014

BID ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICES			WORK COMPLETED PREVIOUS ESTIMATE			WORK COMPLETED JOB-TO-DATE			
		UNIT PRICE	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT
60	Construct Drainage Structure, Design 48-4020	\$400.00	185.6	Linear Foot	\$74,240.00	182	Linear Foot	\$72,800.00	182	Linear Foot	\$72,800.00
61	Construct Drainage Structure, Design 54-4020	\$420.00	19.0	Linear Foot	\$7,980.00	15	Linear Foot	\$6,300.00	15	Linear Foot	\$6,300.00
62	Construct Drainage Structure, Design 60-4022	\$490.00	6.1	Linear Foot	\$2,989.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
63	Construct Drainage Structure, Design 60-4020	\$430.00	7.6	Linear Foot	\$3,268.00	6	Linear Foot	\$2,580.00	6	Linear Foot	\$2,580.00
64	Construct Drainage Structure, Design 72-4020	\$510.00	124.7	Linear Foot	\$63,597.00	98	Linear Foot	\$49,980.00	98	Linear Foot	\$49,980.00
65	8" PVC SDR-26 Cleanout	\$140.00	5.5	Linear Foot	\$770.00	12.0	Linear Foot	\$1,680.00	12.0	Linear Foot	\$1,680.00
66	Random Riprap, Class 1	\$72.00	15	Cubic Yard	\$1,080.00	0	Cubic Yard	\$0.00	0	Cubic Yard	\$0.00
67	Random Riprap, Class 3	\$72.00	33	Cubic Yard	\$2,376.00	33	Cubic Yard	\$2,376.00	33	Cubic Yard	\$2,376.00
68	Salvage & Reinstall Casting - Storm	\$500.00	8	Each	\$4,000.00	9	Each	\$4,500.00	15	Each	\$7,500.00
69	Casting Assembly - Storm	\$340.00	172	Each	\$58,480.00	156	Each	\$53,040.00	169	Each	\$57,460.00
	<b>SANITARY SEWER</b>										
70	Remove Sanitary Structure	\$120.00	62	Each	\$7,440.00	73	Each	\$8,760.00	73	Each	\$8,760.00
71	Remove Lift Station and Appurtenances	\$9,400.00	1	Lump Sum	\$9,400.00	1	Lump Sum	\$9,400.00	1	Lump Sum	\$9,400.00
72	4" Foremain	\$58.00	10	Linear Foot	\$580.00	7	Linear Foot	\$406.00	7	Linear Foot	\$406.00
73	8" PVC Pipe Sewer, SDR 35	\$35.00	12,705	Linear Foot	\$444,675.00	12,804	Linear Foot	\$448,140.00	12,804	Linear Foot	\$448,140.00
74	8" PVC Pipe Sewer, SDR 26	\$45.00	375	Linear Foot	\$16,875.00	131	Linear Foot	\$5,895.00	131	Linear Foot	\$5,895.00
75	10" PVC Pipe Sewer, SDR 35	\$36.00	240	Linear Foot	\$8,640.00	735	Linear Foot	\$26,460.00	735	Linear Foot	\$26,460.00
76	12" PVC Pipe Sewer, SDR 35	\$40.00	6,020	Linear Foot	\$240,800.00	6,020	Linear Foot	\$240,800.00	6,020	Linear Foot	\$240,800.00
77	12" PVC Pipe Sewer, SDR 26	\$118.00	26	Linear Foot	\$3,068.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
78	15" PVC Pipe Sewer, SDR 35	\$44.00	3,120	Linear Foot	\$137,280.00	3,129	Linear Foot	\$137,676.00	3,129	Linear Foot	\$137,676.00
79	15" PVC Pipe Sewer, SDR 26	\$123.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
80	4" PVC Pipe Sewer Service, SDR 26	\$17.00	13,900	Linear Foot	\$236,300.00	10,132	Linear Foot	\$172,244.00	10,132	Linear Foot	\$172,244.00
81	6" PVC Pipe Sewer Service, SDR 26	\$26.00	260	Linear Foot	\$6,760.00	643	Linear Foot	\$16,718.00	643	Linear Foot	\$16,718.00
82	8" x 4" PVC Wye Branch, SDR 26	\$115.00	223	Each	\$25,645.00	176	Each	\$20,240.00	176	Each	\$20,240.00
83	8" x 6" PVC Wye Branch, SDR 26	\$149.00	1	Each	\$149.00	6	Each	\$894.00	6	Each	\$894.00
84	8" x 8" PVC Wye Branch, SDR 26	\$260.00	2	Each	\$520.00	5	Each	\$1,300.00	5	Each	\$1,300.00
85	10" x 6" PVC Wye Branch, SDR-26 - CUT IN	\$1,200.00	1	Each	\$1,200.00	2	Each	\$2,400.00	2	Each	\$2,400.00
86	12" x 4" PVC Wye Branch, SDR 26	\$290.00	70	Each	\$20,300.00	63	Each	\$18,270.00	63	Each	\$18,270.00
87	12" x 6" PVC Wye Branch, SDR 26	\$310.00	2	Each	\$620.00	6	Each	\$1,860.00	6	Each	\$1,860.00
88	15" x 4" PVC Wye Branch, SDR 26	\$350.00	40	Each	\$14,000.00	33	Each	\$11,550.00	33	Each	\$11,550.00
89	15" x 6" PVC Wye Branch, SDR 26	\$410.00	1	Each	\$410.00	2	Each	\$820.00	2	Each	\$820.00

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**PARTIAL PAY ESTIMATE NO.**

2012-2013 Infrastructure Improvements  
Mountain Lake, Minnesota

BMI PROJECT NO. S14.100679

FILENAME: H:\M\TK\S14100679\Excel\100679 Quant.xls\Partial Pay Est. #15A

WORK COMPLETED THROUGH JULY 20, 2014

15

BID ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICES			WORK COMPLETED PREVIOUS ESTIMATE			WORK COMPLETED JOB-TO-DATE			
		UNIT PRICE	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT
90	Construct Drainage Structure, Design 4007C	\$220.00	1,017.2	Linear Foot	\$223,784.00	806	Linear Foot	\$177,320.00	806	Linear Foot	\$177,320.00
91	Construct 8" PVC SDR-26 Outside Drop Structure & Granular Fill	\$250.00	35.3	Linear Foot	\$8,119.00	40.6	Linear Foot	\$9,338.00	40.6	Linear Foot	\$9,338.00
91-A	Construct 10" PVC SDR-26 Outside Drop Structure & Granular Fill	\$335.00	7.1	Linear Foot	\$2,378.50	6.90	Linear Foot	\$2,311.50	6.90	Linear Foot	\$2,311.50
92	Construct 12" PVC SDR-26 Outside Drop Structure & Granular Fill	\$440.00	0.0	Linear Foot	\$0.00	0	Linear Foot	\$0.00	0	Linear Foot	\$0.00
93	Televise Existing Sanitary Sewer Service	\$90.00	337	Each	\$30,330.00	223	Each	\$20,070.00	223	Each	\$20,070.00
94	Clean Existing Sanitary Sewer Service	\$90.00	50	Each	\$4,500.00	30	Each	\$2,700.00	30	Each	\$2,700.00
95	Casting Assembly - Sanitary	\$270.00	76	Each	\$20,520.00	72	Each	\$19,440.00	72	Each	\$19,440.00
96	Casting Assembly - Sanitary Adjustment	\$70.00	75	Each	\$5,250.00	3	Each	\$210.00	3	Each	\$210.00
96	Salvage & Reinstall Casting - Sanitary	\$500.00	2	Each	\$1,000.00	3	Each	\$1,500.00	3	Each	\$1,500.00
97	Coat Interior of Sanitary Sewer Manhole	\$51.00	233.4	Linear Foot	\$11,903.40	205	Linear Foot	\$10,455.00	205	Linear Foot	\$10,455.00
98	Flowable Fill	\$5.00	600	Linear Foot	\$3,000.00	493	Linear Foot	\$2,465.00	493	Linear Foot	\$2,465.00
99	Furnishing & Installation of New Submersible Pumps (Section 11311) and All Modifications to Wet Well as Shown on Drawing 2.02	\$31,000.00	1	Lump Sum	\$31,000.00	0.15	Lump Sum	\$4,650.00	1	Lump Sum	\$31,000.00
100	Furnishing and Installation of Lift Station Control Panels at Lift Stations 1, 3, 4, 5 and 6, and radio telemetry and SCADA Equipment and Modification to the Master Station at the Water Treatment Plant as Specified in Section 16950	\$260,000.00	1	Lump Sum	\$260,000.00	0	Lump Sum	\$0.00	1	Lump Sum	\$260,000.00
101	Furnishing a Trailer Mounted Portable Generator as Specified in Section 16622	\$51,000.00	1	Lump Sum	\$51,000.00	1	Lump Sum	\$51,000.00	1	Lump Sum	\$51,000.00
101-A	* Titan Alternate Accepted (\$66,000.00-\$15,000=\$51,000.00)	\$176,000.00	1	Lump Sum	\$176,000.00	0.75	Lump Sum	\$132,000.00	1	Lump Sum	\$176,000.00
	<b>WATER SYSTEM</b>										
102	Remove & Salvage Hydrant	\$108.00	36	Each	\$3,888.00	36	Each	\$3,888.00	36	Each	\$3,888.00
103	Remove & Salvage Gate Valve & Box	\$72.00	2	Each	\$144.00	5	Each	\$360.00	5	Each	\$360.00
104	Remove Gate Valve & Box	\$72.00	53	Each	\$3,816.00	59	Each	\$4,248.00	59	Each	\$4,248.00
105	12" PVC C-900 Watermain	\$41.00	5,680	Linear Foot	\$232,880.00	5,653	Linear Foot	\$231,775.00	5,653	Linear Foot	\$231,775.00
106	10" PVC C-900 WMN, Restrained Joint	\$50.00	100	Linear Foot	\$5,000.00	100	Linear Foot	\$5,000.00	100	Linear Foot	\$5,000.00
107	10" PVC C-900 Watermain - With Nitrile Gaskets	\$44.00	100	Linear Foot	\$4,400.00	70	Linear Foot	\$3,080.00	70	Linear Foot	\$3,080.00
108	10" PVC C-900 Watermain	\$39.00	1,200	Linear Foot	\$46,800.00	1,205	Linear Foot	\$46,995.00	1,205	Linear Foot	\$46,995.00
109	8" PVC C-900 Watermain	\$30.00	11,291	Linear Foot	\$336,000.00	11,291	Linear Foot	\$338,730.00	11,291	Linear Foot	\$338,730.00
110	6" PVC C-900 Watermain	\$27.00	3,064	Linear Foot	\$82,728.00	2,963	Linear Foot	\$80,001.00	2,963	Linear Foot	\$80,001.00
111	6" PVC C-900 WMN, Restrained Joint - Trenchless Installation	\$59.00	683	Linear Foot	\$40,297.00	344	Linear Foot	\$20,296.00	344	Linear Foot	\$20,296.00
112	4" PVC C-900 Watermain	\$28.00	230	Linear Foot	\$6,440.00	98	Linear Foot	\$2,744.00	98	Linear Foot	\$2,744.00

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**PARTIAL PAY ESTIMATE NO.**

15

2012-2013 Infrastructure Improvements  
Mountain Lake, Minnesota

BMI PROJECT NO. S14.100679

FILENAME: H:\M\TK\S\14100679\Excel\100679 Quant.xls[Partial Pay Est. #15A

WORK COMPLETED THROUGH JULY 20, 2014

BID ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICES			WORK COMPLETED PREVIOUS ESTIMATE			WORK COMPLETED JOB-TO-DATE			
		UNIT PRICE	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT	QNTY	UNIT	AMOUNT
113	20" Steel Casing, Jack & Auger	\$230.00	100	Linear Foot	\$23,000.00	100	Linear Foot	\$23,000.00	100	Linear Foot	\$23,000.00
114	12" Gate Valve & Box	\$3,000.00	16	Each	\$48,000.00	17	Each	\$51,000.00	17	Each	\$51,000.00
115	10" Gate Valve & Box	\$2,500.00	9	Each	\$22,500.00	7	Each	\$17,500.00	8	Each	\$20,000.00
116	8" Gate Valve & Box	\$1,900.00	49	Each	\$93,100.00	49	Each	\$93,100.00	51	Each	\$96,900.00
117	6" Gate Valve & Box	\$1,300.00	58	Each	\$75,400.00	59	Each	\$76,700.00	60	Each	\$78,000.00
118	4" Gate Valve & Box	\$1,100.00	12	Each	\$13,200.00	8	Each	\$8,800.00	8	Each	\$8,800.00
119	Hydrant - 8' Bury Depth	\$3,100.00	42	Each	\$130,200.00	42	Each	\$130,200.00	42	Each	\$130,200.00
120	4" Polystyrene Insulation	\$40.00	50	Square Yard	\$2,000.00	80	Square Yard	\$3,200.00	80	Square Yard	\$3,200.00
121	Temporary Water System	\$78,000.00	1	Lump Sum	\$78,000.00	1	Lump Sum	\$78,000.00	1	Lump Sum	\$78,000.00
122	Watermain Fittings (SEDI)	\$5.41	15,000	Pound	\$81,150.00	14,798	Pound	\$80,057.18	14,798	Pound	\$80,057.18
123	Adjust Frame & Ring Casting - Raw Watermain	\$500.00	1	Each	\$500.00	1	Each	\$500.00	1	Each	\$500.00
124	Adjust Gate Valve Box	\$300.00	7	Each	\$2,100.00	2	Each	\$600.00	2	Each	\$600.00
125	2" Corporation Stop & Saddle	\$410.00	2	Each	\$820.00	4	Each	\$1,640.00	4	Each	\$1,640.00
126	2" Curb Stop & Box	\$290.00	2	Each	\$580.00	4	Each	\$1,160.00	4	Each	\$1,160.00
127	2" Water Service	\$31.00	50	Linear Foot	\$1,550.00	208	Linear Foot	\$6,448.00	208	Linear Foot	\$6,448.00
128	1" Corporation Stop & Saddle	\$230.00	305	Each	\$70,150.00	263	Each	\$60,490.00	263	Each	\$60,490.00
129	1" Curb Stop & Box	\$160.00	304	Each	\$48,640.00	264	Each	\$42,240.00	264	Each	\$42,240.00
130	1" Water Service	\$20.00	11,000	Linear Foot	\$220,000.00	8,946	Linear Foot	\$178,920.00	8,946	Linear Foot	\$178,920.00
131	1" Water Service - Trenchless Installation	\$32.00	600	Linear Foot	\$19,200.00	496	Linear Foot	\$15,872.00	496	Linear Foot	\$15,872.00
<b>TOTAL AMOUNT:</b>					<b>\$9,502,196.55</b>			<b>\$8,377,566.05</b>			<b>\$8,750,588.50</b>

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By Funding Source

Cost Distribution for Partial Pay Estimate No. 15  
 2012-2013 Infrastructure Improvements  
 Mountain Lake, Minnesota  
 BMT PROJECT NO. S14.100679  
 FILENAME: HMTLKS1410679000100679 Query.djppfe 15 Cost Data  
 WORK COMPLETED THROUGH JULY 20, 2014

ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICES		WORK COMPLETED TO DATE				SANTARY SEWER SYSTEM		WATER DISTRIBUTION SYSTEM		WATER LOOPING (DWRF)		STORM SEWER SYSTEM		STREET ENHANCEMENTS	
		UNIT PRICE	AMOUNT	QNTY	UNIT	AMOUNT	QNTY	AMOUNT	QNTY	AMOUNT	QNTY	AMOUNT	QNTY	AMOUNT	QNTY	AMOUNT	QNTY
1	STRIPACE Mobilization & Traffic Control	\$145,000.00	\$145,000.00	1.00	Lump Sum			0.86	\$125,280.00	0.07	\$9,715.00	0.00	\$0.00	0.03	\$3,770.00	0.043	\$6,235.00
2	Chaining & Crumbing	\$400.00	\$0.00	0	Each			0.00	\$0.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
3	Salvage & Reinstall Fence	\$15,000.00	\$0.00	0	Linear Foot			0.60	\$9,000.00	0.00	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
4	Salvage & Reinstall Landscaping	\$150,000.00	\$700.00	2	Each			1.71	\$604.80	0.13	\$46.90	0	\$0.00	0.052	\$18.20	0.09	\$30.10
5	Remove Curb and Grater	\$2.00	\$68,030.00	34,015	Linear Foot			29,988.96	\$58,777.92	2,279.01	\$715.18	0.00	\$0.00	884.39	\$1,768.78	1,462.65	\$2,925.29
6	Remove Concrete Walk	\$0.55	\$10,674.40	19,408	Square Foot			16,688.51	\$9,272.68	1,300.34	\$727.53	0.00	\$0.00	504.61	\$277.53	834.54	\$459.00
7	Remove Concrete Driveway Pavement	\$0.60	\$18,842.40	31,404	Square Foot			27,133.860	\$16,279.94	2,104.07	\$1,262.44	0.00	\$0.00	816.50	\$489.90	1,350.27	\$810.22
8	Remove Concrete Pavement with Rebar (7" +/-)	\$1.00	\$77.00	577	Square Yard			498.53	\$498.53	38.66	\$38.66	0.00	\$0.00	15.00	\$15.00	24.81	\$24.81
9	Common Excavation (EV) (P)	\$14.50	\$875,785.50	60,399	Cubic Yard			52,144.74	\$756,098.67	40,467.73	\$58,677.63	40.00	\$580.00	1,970.37	\$22,770.42	2,597.16	\$37,658.78
10	Contaminated Soil - Excavation & Disposal (LV)	\$18.00	\$1,026.00	27	Cubic Yard			23.33	\$886.46	1.81	\$68.74	0.00	\$0.00	0.70	\$26.68	1.16	\$44.12
11	Subgrade Excavation (EV)	\$9.00	\$12,167.00	1,463	Cubic Yard			1,234.03	\$11,286.29	98.02	\$882.19	10.00	\$90.00	38.04	\$342.34	62.91	\$566.18
12	Subgrade Correction (CV)	\$7.00	\$10,241.00	1,463	Cubic Yard			1,234.03	\$8,778.22	98.02	\$686.15	10.00	\$70.00	38.04	\$266.27	62.91	\$440.36
13	Topsoil Borrow (LV)	\$0.01	\$51.42	5,142	Cubic Yard			4,442.69	\$44.43	344.51	\$3.45	0.00	\$0.00	131.69	\$1.34	221.11	\$2.21
14	Salvage Aggregate From Stockpile (CV)	\$4.00	\$151,608.00	37,902	Ton			32,717.31	\$130,869.11	2,539.43	\$10,157.24	30.00	\$120.00	983.45	\$3,941.81	1,629.79	\$6,519.14
15	Groutable Fabric, Type V	\$1.75	\$94,818.00	54,181	Square Yard			41,822.75	\$143,189.82	632.81	\$11,117.41	100.00	\$750.00	2,465.27	\$4,314.22	4,077.17	\$7,135.05
16	Aggregate Base, Class 5 (CV)	\$15.00	\$759,600.00	48,276	Ton			41,377.66	\$653,767.09	3,221.09	\$50,893.25	160.00	\$2,520.00	1,249.98	\$19,749.62	2,067.27	\$31,662.83
17	Type SP 12.5 Non-Wearing Course Mixture (SPWMA240B)	\$81.00	\$21,870.00	270	Ton			233.28	\$18,895.68	18.09	\$1,465.29	0.00	\$0.00	7.02	\$568.62	11.61	\$940.41
18	Type SP 12.5 Non-Wearing Course Mixture (SPWMA210B)	\$79.00	\$91,639.00	1,027.83	Ton			779.95	\$792,198.10	779.95	\$61,615.81	30.00	\$2,370.00	305.67	\$23,910.61	500.56	\$39,844.48
19	Common Laborers	\$62.00	\$4,712.00	76	Hour			65.66	\$4,071.17	5.09	\$315.70	0.00	\$0.00	1.98	\$122.51	3.27	\$202.62
20	3 Cu Yd Shovel	\$145.00	\$145.00	21	Hour			18.14	\$2,630.88	1.41	\$204.02	0.00	\$0.00	0.55	\$79.17	0.90	\$130.94
21	10 Cu Yd Truck	\$105.00	\$240.00	24	Hour			20.74	\$2,177.28	1.61	\$168.84	0.00	\$0.00	0.62	\$65.52	1.03	\$108.36
22	4" Concrete Walk	\$5.56	\$38.00	15	Hour			12.96	\$1,166.40	1.01	\$90.45	0.00	\$0.00	0.19	\$33.10	0.65	\$58.05
23	4" Concrete Walk	\$140.00	\$140.00	14	Hour			12.19	\$1,693.44	0.94	\$131.52	0.00	\$0.00	0.36	\$50.96	0.60	\$84.28
24	1/2 Cu Yd Skid Loader	\$95.00	\$2,565.00	27	Hour			23.33	\$2,216.16	1.81	\$171.86	0.00	\$0.00	0.70	\$66.69	1.16	\$181.27
25	Commercial Walk	\$3.00	\$38.00	15	Hour			12.96	\$1,166.40	1.01	\$90.45	0.00	\$0.00	0.19	\$33.10	0.65	\$58.05
26	Salvage & Reinstall Brick Pavers	\$4.30	\$4,300.00	1,000	Square Foot			830.40	\$3,594.72	699.95	\$2,837.79	0.00	\$0.00	256.10	\$1,101.23	423.55	\$1,821.27
27	Concrete Curb and Gutter, Design B618	\$5.56	\$38.00	15	Hour			12.96	\$1,166.40	1.01	\$90.45	0.00	\$0.00	0.19	\$33.10	0.65	\$58.05
28	Concrete Curb and Gutter, Design B618	\$240.00	\$240.00	12	Each			10.37	\$2,488.32	0.80	\$192.96	0.00	\$0.00	0.31	\$74.88	0.52	\$123.84
29	Concrete Curb and Gutter, Design B618	\$9.00	\$342,900.00	32,615.14	Linear Foot			32,615.14	\$300,039.25	2,529.18	\$23,268.48	0.00	\$0.00	981.47	\$9,029.56	1,623.21	\$14,933.50
30	Concrete Valley Gutter	\$5.56	\$33,341.44	5,571.46	Square Foot			5,571.46	\$28,143.00	415.42	\$2,266.88	0.00	\$0.00	161.10	\$8,640.88	2,666.17	\$14,290.68
31	6" Perforated Pipe Drain	\$30.00	\$5,600.00	200.45	Linear Foot			200.45	\$6,013.44	15.54	\$466.32	0.00	\$0.00	6.03	\$180.96	9.98	\$299.28
32	8" Perforated Pipe Drain	\$5.75	\$36,744.00	36,744	Linear Foot			31,746.82	\$182,544.19	2,461.85	\$14,155.63	0.00	\$0.00	955.34	\$5,493.21	1,979.99	\$9,084.93
33	4" PVC Stump Pull Line Services	\$6.00	\$1,920.00	254	Linear Foot			219.46	\$1,316.74	17.02	\$102.11	0.00	\$0.00	6.60	\$39.62	10.92	\$65.53
34	Adjust Frame & Ring Casting - Electrical	\$125.00	\$8,000.00	64	Each			55.30	\$6,912.00	4.29	\$536.00	0.00	\$0.00	1.66	\$208.00	2.25	\$285.00
35	Brick	\$500.00	\$0.00	0	Each			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
36	Brick	\$2.50	\$2,500.00	922	Linear Foot			796.61	\$1,991.54	61.77	\$154.43	0.00	\$0.00	23.97	\$59.93	39.65	\$99.12
37	Erosion Control Blanket, Category 0	\$110.00	\$15,070.00	137	Each			113.37	\$12,520.48	9.18	\$1,009.69	0.00	\$0.00	3.562	\$391.82	5.89	\$648.01
38	Temporary Seeding	\$700.00	\$4,200.00	6.00	Acre			5.18	\$3,528.80	0.40	\$281.40	0.00	\$0.00	0.156	\$109.20	0.28	\$180.60
39	Permanent Seeding	\$1,000.00	\$9,500.00	9.50	Acre			7.62	\$7,615.00	0.64	\$636.50	0.00	\$0.00	0.24	\$240.00	0.41	\$408.50
40	STORM SEWER																
41	Remove Storm Structure	\$132.00	\$14,240.00	107	Each									107	\$14,240.00		
42	4"-10" Tile Repair	\$24.00	\$19,472.00	813	Linear Foot									813	\$19,472.00		
43	12" Apron	\$580.00	\$1,200.00	2	Each									2	\$1,200.00		
44	15" Apron	\$580.00	\$580.00	1	Each									1	\$580.00		
44A	18" RC Pipe Sewer Apron	\$640.00	\$640.00	1	Each									1	\$640.00		
45	36" Apron	\$980.00	\$980.00	1	Each									1	\$980.00		
46	12" Pipe Sewer	\$32.00	\$126,664.00	3,952	Linear Foot									3,952	\$126,664.00		
47	15" Pipe Sewer	\$33.00	\$76,164.00	2,308	Linear Foot									2,308	\$76,164.00		
48	18" Pipe Sewer	\$37.00	\$94,905.00	2,565	Linear Foot									2,565	\$94,905.00		
49	21" Pipe Sewer	\$41.00	\$59,860.00	1,460	Linear Foot									1,460	\$59,860.00		
50	24" Pipe Sewer	\$47.00	\$48,551.00	1,033	Linear Foot									1,033	\$48,551.00		
51	27" Pipe Sewer	\$56.00	\$24,528.00	438	Linear Foot									438	\$24,528.00		
52	30" Pipe Sewer	\$65.00	\$23,595.00	363	Linear Foot									363	\$23,595.00		
53	36" Pipe Sewer	\$82.00	\$79,868.00	974	Linear Foot									974	\$79,868.00		
54	48" Pipe Sewer	\$100.00	\$85,800.00	858	Linear Foot									858	\$85,800.00		
55	Construct Drainage Structure, Design R-1	\$260.00	\$164,840.00	634.0	Linear Foot									634.0	\$164,840.00		
56	Construct Drainage Structure, Design F	\$270.00	\$1,620.00	6.0	Linear Foot									6.0	\$1,620.00		
57	Construct Drainage Structure, Design H	\$770.00	\$4,266.00	15.8	Linear Foot									15.8	\$4,266.00		

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Cost Distribution for Partial Pay Estimate No. 15  
 2012-2013 Infrastructure Improvements  
 Mountain Lake, Minnesota  
 BML PROJECT NO. S14.100679  
 FILENAME: BML\MS14100679\Estimate100679\_Q1-04.rpt 15 Cost Dist  
 WORK COMPLETED THROUGH JULY 20, 2014

BID ITEM NO.	ITEM DESCRIPTION	CONTRACT PRICES		WORK COMPLETED TO DATE		SANITARY SEWER SYSTEM		WATER DISTRIBUTION SYSTEM		WATER LOOPING (DWRF)		STORM SEWER SYSTEM		STREET ENHANCEMENTS	
		UNIT PRICE	AMOUNT	QNTY	UNIT	AMOUNT	QNTY	AMOUNT	QNTY	AMOUNT	QNTY	AMOUNT	QNTY	AMOUNT	QNTY
109	8" PVC C-900 Watermain	\$30.00	\$318,790.00	11,291	Linear Foot			9,745	\$92,350.00	1546	\$46,380.00				
110	6" PVC C-900 Watermain	\$72.00	\$80,041.00	2,933	Linear Foot			2,921	\$78,867.00	42	\$1,174.00				
111	6" PVC C-900 WADN, Restrained Joint - Termiteless Installation	\$19.00	\$20,296.00	344	Linear Foot			0	\$0.00	344	\$20,296.00				
112	4" PVC C-900 Watermain	\$25.00	\$2,744.00	98	Linear Foot			71	\$1,988.00	27	\$756.00				
113	20" Steel Casing, Jack & Auger	\$230.00	\$23,000.00	100	Linear Foot			100	\$23,000.00						
114	12" Gate Valve & Box	\$3,000.00	\$51,000.00	17	Each			15	\$45,000.00	2	\$6,000.00				
115	10" Gate Valve & Box	\$2,500.00	\$20,000.00	8	Each			8	\$20,000.00						
116	8" Gate Valve & Box	\$1,900.00	\$19,000.00	51	Each			45	\$85,500.00	6	\$11,400.00				
117	6" Gate Valve & Box	\$1,200.00	\$78,000.00	60	Each			56	\$72,800.00	4	\$5,200.00				
118	4" Gate Valve & Box	\$1,100.00	\$8,800.00	8	Each			6	\$6,600.00	2	\$2,200.00				
119	Hydrant - 8" Bury Depth	\$3,100.00	\$110,200.00	42	Each			39	\$120,900.00	3	\$9,300.00				
120	4" Polyethylene Insulation	\$40.00	\$3,200.00	80	Square Yard			80	\$3,200.00						
121	Temporary Water System	\$78,000.00	\$78,000.00	1	Lump Sum			1.00	\$78,000.00						
122	Watermain Flange (SDD)	\$3.41	\$80,057.18	14,793	Pound			13,430	\$72,764.50	1343	\$7,292.68				
123	Adjust Frame & Ring Casting - Saw Watermain	\$300.00	\$600.00	1	Each			1	\$600.00						
124	Adjust Gate Valve Box	\$300.00	\$600.00	2	Each			2	\$600.00						
125	2" Corporation Stop & Saddle	\$410.00	\$1,640.00	4	Each			4	\$1,640.00						
126	2" Curb Stop & Box	\$990.00	\$1,160.00	4	Each			4	\$1,640.00						
127	2" Water Service	\$31.00	\$6,448.00	208	Linear Foot			208	\$6,448.00						
128	1" Corporation Stop & Saddle	\$230.00	\$60,490.00	263	Each			263	\$60,490.00						
129	1" Curb Stop & Box	\$160.00	\$42,240.00	264	Each			264	\$42,240.00						
130	1" Water Service	\$20.00	\$178,920.00	8,946	Linear Foot			8,946	\$178,920.00						
131	1" Water Service - Termiteless Installation	\$21.00	\$15,872.00	496	Linear Foot			496	\$15,872.00						
	<b>TOTAL AMOUNT FOR CONSTRUCTION:</b>		\$8,750,588.50						\$1,753,866.38		\$149,995.68		\$1,877,460.31		\$180,623.69
	Total Stored Materials		\$0.00												
	<b>TOTAL AMOUNT TO DATE</b>		\$8,750,588.50						\$1,753,866.38		\$149,995.68		\$1,877,460.31		\$180,623.69
	LESS 5% RETAINED		\$437,529.43						\$87,663.25		\$7,499.78		\$57,873.02		\$9,031.18
	LESS OTHER DEDUCTIONS		\$5,000.00						\$1,000.00				\$1,000.00		
	<b>TOTAL AMOUNT TO DATE</b>		\$8,208,059.07						\$1,664,413.66		\$142,495.90		\$1,098,587.29		\$171,592.51
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 1</b>		\$409,293.02						\$91,409.58		\$0.00		\$53,643.50		\$0.00
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 2</b>		\$625,200.55						\$702,394.33		\$0.00		\$137,600.64		\$0.00
	<b>ROUNDING CORRECTION</b>														
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 3</b>		\$887,043.60						\$320,404.15		\$0.00		\$380,274.96		\$0.00
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 4</b>		\$629,263.68						\$17,443.50		\$0.00		\$28,775.11		\$0.00
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 5</b>		\$1,524.76						\$1,723.64		\$0.00		\$146.86		\$0.00
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 6</b>		\$269,833.38						\$21,950.85		\$0.00		\$16,292.57		\$0.00
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 7</b>		\$412,110.72						\$154,426.99		\$0.00		\$44,272.83		\$0.00
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 8</b>		\$1,030,235.47						\$255,008.10		\$0.00		\$34,272.83		\$0.00
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 9</b>		\$1,342,249.00						\$215,168.09		\$0.00		\$84,264.39		\$92,164.05
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 10</b>		\$1,143,072.83						\$232,115.22		\$0.00		\$136,905.18		\$34,685.51
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 11</b>		\$695,991.82						\$184,616.02		\$1,449.65		\$62,707		\$54,717.32
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 12</b>		\$437,191.15						\$41,971.62		\$59.23		\$17,537.09		\$17,275.95
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 13</b>		\$28,889.35						\$7,411.11		\$0.00		\$19,695.31		\$318.79
	<b>TOTAL PAID PARTIAL PAY ESTIMATE NO. 14</b>		\$30,908.39						\$2,027.59		\$0.00		\$1,432.92		\$1,301.28
	<b>TOTAL AMOUNT PREVIOUS ESTIMATES</b>		\$7,959,687.75						\$1,655,432.99		\$142,495.90		\$1,098,585.28		\$170,462.90
	<b>TOTAL AMOUNT DUE THIS ESTIMATE</b>		\$354,371.32						\$8,980.07		\$0.00		\$7,722.01		\$1,129.61

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## Wendy Meyer

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**From:** Andy Kehren <andyke@bolton-menk.com>  
**Sent:** Tuesday, July 29, 2014 6:48 PM  
**To:** Wendy Meyer  
**Cc:** Leon Stugelmeyer  
**Subject:** Unit Price Adjustment Request for Paving Work on Prince Street

Hi Wendy

We will need to review a change order request for the paving of the gravel portion of Prince Street – the gravel portion of Prince Street from the water treatment plant to CSAH 1. As discussed during our weekly construction meetings last year, Kuechle wasn't sure if their subcontractor would honor the price they bid in 2012 for work constructed in 2014. In response to a price increase from their subcontractor, Kuechle is requesting the following price adjustments for the bituminous mixture on the gravel portion of Prince Street. The price adjustment applies to the gravel portion of Prince Street only.

- \$93.45/ton for the Wearing Course Mixture, and
- \$90.30/ton for the Non-Wearing Course Mixture.

The unit price increase for the Wearing Course Mixture is \$12.45/ton and the unit price increase for the Non-wearing Course Mixture is \$11.30/ton. The increase to the total cost to do the extra work is about \$16,700.

Reviewing the low bids submitted for some other recently bid projects, we would conclude that the price adjustment requested by the contractor reflects the current market rate for bituminous pavement. Some recent bid prices include:

- Fairfax - \$90.00/ton for Wearing Course and \$93.00/ton for Non-wearing Course.
- Redwood Falls - \$90.00/ton for Wearing Course and \$90.00/ton for Non-wearing Course.
- Belview - \$97.30/ton for 1,260 tons of Wearing Course mixture. The Non-wearing Course bid amount was more but the quantity was significantly less.

The paving of the gravel portion of Prince Street was not included in the original project. Therefore, we cannot make the contractor perform the extra work at the original bid unit prices.

I'll call to discuss.

Andy

**Andrew R. Kehren, P.E.**  
Senior Principal Project Manager  
Bolton & Menk, Inc.  
Consulting Engineers & Surveyors  
140 First Avenue North/P.O. Box 434  
Sleepy Eye, MN 56085  
P: (507) 794.5541 ext 2284  
M: (507) 380.1158  
F: (507) 794.5542  
email: [andyke@bolton-menk.com](mailto:andyke@bolton-menk.com)

## Wendy Meyer

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**From:** Andy Kehren <andyke@bolton-menk.com>  
**Sent:** Thursday, July 31, 2014 3:04 PM  
**To:** Wendy Meyer  
**Cc:** 'Jeremy Kuechle'  
**Subject:** Change Order No. 3 - Prince Street Paving  
**Attachments:** 100679 CHANGE ORDER 03.doc

Hi Wendy

As discussed earlier, attached for the Council's consideration and approval is Change Order No. 3 for the 2012-13 Infrastructure Improvements project.

The change order incorporates Kuechle' subcontractor cost increases since the project was bid in 2012.

The Change Order also revises the Substantial Completion date to August 28, 2014 as requested by the Contractor and revises the Final Completion date to September 30, 2014.

Please advise as to any questions or comments.

Andy

**Andrew R. Kehren, P.E.**  
Senior Principal Project Manager  
Bolton & Menk, Inc.  
Consulting Engineers & Surveyors  
140 First Avenue North/P.O. Box 434  
Sleepy Eye, MN 56085  
P: (507) 794.5541 ext 2284  
M: (507) 380.1158  
F: (507) 794.5542  
email: [andyke@bolton-menk.com](mailto:andyke@bolton-menk.com)  
[www.bolton-menk.com](http://www.bolton-menk.com)

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CHANGE ORDER NO. 3

DATE: August 4, 2014  
PROJECT: 2012-2013 Infrastructure Improvements  
Mountain Lake, MN  
BMI Project No.: S14.100679  
ENGINEER: Bolton & Menk, Inc.  
140 First Avenue North  
Sleepy Eye, Mn. 56085  
OWNER: City of Mountain Lake, MN  
CONTRACTOR: Kuechle Underground Inc.  
10998 State Hwy 55  
P.O. Box 509  
Kimball, MN 55353

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WHEREAS, the Owner desires to construct bituminous pavement on Prince Street from Cottonwood County State Aid Highway 1 to approximately 100-feet east of 13<sup>th</sup> Street. The roadway design will be a 24-foot wide, rural section with a Truck Route Street Design pavement section. Approximate 4-foot wide bituminous driveway aprons will be constructed as part of the main line paving operations.

WHEREAS, commodity pricing for bituminous paving has increased since the time the project was bid in 2012.

WHEREAS, the estimated quantities of work to construct the bituminous pavement on Prince Street are as follows:

- 590 tons Type SP 9.5 Wearing Course Mixture (SPWEA240B)
- 880 tons Type SP 12.5 Non-wearing Course Mixture (SPNWB230B)
- 10 hours equipment and labor time for preparation of the subgrade

NOW, THEREFORE, IT IS MUTUALLY AGREED AN UNDERSTOOD THAT:

The paving work shall be completed with payment made on a unit price basis with the following revised unit prices:

- \$93.45/ton for Type SP 9.5 Wearing Course Mixture (SPWEA240B)
- \$90.30/ton for Type SP 12.5 Non-wearing Course Mixture (SPNWB230B)
- \$140.00/hour for Blade
- \$120.00/hour for Roller
- \$98.00/hour for Water Truck
- \$80.00/hour for Foreman
- \$55.00/hour for Laborer

Any additional shaping at the driveways or along the edge of the roadway will be performed on an hourly rate

basis at the bid unit prices.

The total cost to construct the work is estimated to be approximately \$140,000.

WHEREAS, the CONTRACTOR requests that the Substantial Completion Date be revised to August 28, 2014.

NOW, THEREFORE, IT IS MUTUALLY AGREED AN UNDERSTOOD THAT:

The Substantial Completion Date shall be revised to August 28, 2014.

The Final Completion Date shall be revised to September 30, 2014.

The Contractor shall not make claim of any kind or character whatsoever for any other costs or expenses which may have incurred or which may hereafter incur, in performing the work and furnishing the materials required in this Agreement, except the General Contractor waives no rights or privileges he enjoys under the present Contract.

Original Contract Amount	\$9,800,036.35
Total Addition – Change Order No. 3	\$140,000.00
Previous Changes	-\$283,367.80
Revised Total Contract to Date	\$9,656,668.55
Percent Increase this Agreement	1.47%

Contractor  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
                   Kuechle Underground Inc.

Owner  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
                   City of Mountain Lake

Engineer  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
                   Bolton & Menk, Inc.

Distribution: City Clerk  City Engineer

Contractor

Project Engineer

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DEVELOPMENT AGREEMENT

BY AND BETWEEN

MOUNTAIN LAKE ECONOMIC DEVELOPMENT AUTHORITY, MINNESOTA

AND

MLML, LLC

This document drafted by: BRIGGS AND MORGAN, PROFESSIONAL ASSOCIATION (MLI)  
2200 First National Bank Building  
332 Minnesota Street  
Saint Paul, Minnesota 55101

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## DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of July 1, 2014, by and between the Mountain Lake Economic Development Authority Minnesota (the "Authority"), a body corporate and politic and a political subdivision under the laws of the State of Minnesota and MLML, LLC, a Delaware limited liability company (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Sections 469.001 through 469.047, the Authority has formed Redevelopment Project No. 1 (the "Project Area") and has adopted a modified redevelopment plan (the "Redevelopment Plan") for the Project Area which sets forth development and redevelopment objectives for the Project Area; and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended, (the "Tax Increment Act") the Authority has created a tax increment financing district (the "Tax Increment District") designated as Tax Increment Financing District No. 1-7, and has adopted a tax increment financing plan (the "Tax Increment Plan") therefor which provides for the use of tax increment financing in connection with certain development within the Project Area; and

WHEREAS, in order to achieve the objectives of the Redevelopment Plan and particularly to make the land in the Project Area available for development by private enterprise in conformance with the Redevelopment Plan, the Authority has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the Authority has adopted an Interfund Loan resolution in connection with the sale of the Development Property to the Developer;

WHEREAS, a major objective of the Redevelopment Plan and Tax Increment Plan is to assist redevelopment and development and prevent the further deterioration of land located within the Project Area and foster the development of manufacturing facilities in the Project Area;

WHEREAS, the Authority believes that the development and construction of the Project as more fully set forth in this Agreement pursuant to the terms of this Agreement, and fulfillment of this Agreement are vital and are in the best interests of the Authority and the health, safety, morals and welfare of its residents, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement; and

WHEREAS, the Authority has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after a public hearing for which notice was published; and

WHEREAS, the Authority and the City have approved this Agreement as a subsidy agreement under the Business Subsidy Law;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Authority means the Mountain Lake Redevelopment Authority.

City means the City of Mountain Lake, Minnesota;

County means Cottonwood County;

Event of Default means any of the events described in Section 4.1.

Developer means MLML, LLC, a Delaware limited liability company, its successors and assigns;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 5.1 hereof;

Interfund Loan means the interfund loan in the amount of \$450,000 with interest at a rate of 3.00% per annum authorized by the Authority's Interfund Loan Resolution adopted on July 7, 2014;

Legal and Administrative Expenses means the fees or expenses incurred by the Authority in connection with the preparation of this Agreement, the establishment of the Tax Increment District and the administration of the Tax Increment Financing Plan;

Project means the construction of an approximately 29,000 square foot warehouse and distribution facility on the Development Property;

Project Area means Redevelopment Project No. 1, which includes the Development Property;

Purchase Agreement means that certain agreement between the Authority and the Developer for the purchase of the Development Property from the Authority;

Redevelopment Plan means the redevelopment plan approved in connection with the Project Area;

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 1-7 located within the Development District;

Tax Increment Financing Plan means the tax increment financing plan approved for the Project for the Tax Increment District under the Tax Increment Act;

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

Tenant means Milk Specialties Company, a Delaware corporation, its successors and assigns; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which delay the activities contemplated by this Agreement, and which are the direct result of (a) unusually severe or prolonged bad weather, (b) acts of God, fire or other casualty to the Project, (c) litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, (d) acts of any federal, State or local governmental unit which directly result in delays, (e) strikes, or other labor trouble, (f) delays in delivery of materials for the Project, (g) soil conditions of the Development Property or (h) acts of war or terrorism, not existing on the date hereof.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the Authority. The Authority makes the following representations and warranties:

(1) The Authority is a body corporate and politic and a political subdivision organized and existing under the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is a "economic development district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 12, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Redevelopment Plan and Tax Increment Financing Plan.

(4) The Authority makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Delaware limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Redevelopment Plan, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) In the opinion of the Developer, the Project would not have been economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

(7) The Developer will cooperate fully with the Authority in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the installation of the Project.

(8) The construction of the Project will commence on or before September 1, 2014 and will be substantially completed by March 31, 2015.

(9) Until the termination date of this Agreement, the Developer will not seek a reduction in the market value as determined by the Cottonwood County Assessor of the Project or other facilities that it constructs on the Development Property, pursuant to the provisions of this Agreement.

### ARTICLE III

#### UNDERTAKINGS BY DEVELOPER AND AUTHORITY

Section 3.1. Development Property. The Authority agrees to sell the Developer the Development Property for \$1.00 in accordance with the terms and conditions of the Purchase Agreement. The Authority shall use the Tax Increments to pay the Interfund Loan and the Legal and Administrative Expenses.

Section 3.2. Business Subsidies Act.

(1) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act"), the Developer acknowledges and agrees that the amount of the "Business Subsidy" granted to the Developer under this Agreement is the value of the Development Property conveyed to the Developer (\$450,000) and that the Business Subsidy is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The Tax Increment District is an economic development district and the public purpose of the Business Subsidy is to encourage the construction of manufacturing facilities in the City. The Developer agrees that it will cause the Tenant to meet the following goals (the "Goals") in connection with the development of the Development Property. It will cause the Tenant to create at least two (2) full time jobs at an hourly wage and benefits totaling of at least \$12.61 per hour within two years from the "Benefit Date", which is the earlier of the date the Developer completes or occupies the Project.

(2) If the Goals are not met, the Developer agrees to repay all or a part of the Business Subsidy to the Authority, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Goals are met in part, the Developer will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which is two (2) (i.e. number of jobs set forth in the Goals).

(3) The Developer agrees to (i) report the progress of the Tenant on achieving the Goals to the Authority until the later of the date the Goals are met or two years from the Benefit Date, or, if the Goals are not met, until the date the Business Subsidy is repaid, (ii) include in the report the information required in Minnesota Statutes, Section 116J.994, Subdivision 7 on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the Authority. The Developer agrees to file these reports no later than March 1 of each year commencing March 1, 2015, and within 30 days after the deadline for meeting the Goals. The Authority agrees that if it does not receive the reports, it will mail the Developer a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the Authority a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$1,000.

(4) The Developer agrees to continue operations within the City for at least five (5) years after the Benefit Date.

(5) There are no other state or local government agencies providing financial assistance for the Project other than the Authority.

(6) There is no parent corporation of the Developer.

(7) The Developer certifies that it does not appear on the Minnesota Department of Employment and Economic Development's list of recipients that have failed to meet the terms of a business subsidy agreement.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(a) Failure of the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(b) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all city charges due and owing with respect to the Development Property.

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

(d) If the Developer shall

(A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(B) make an assignment for the benefit of its creditors; or

(C) admit in writing its inability to pay its debts generally as they become due; or

(D) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the Authority may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days, or, if such Event of Default cannot reasonably be cured within thirty (30) days, the Developer has not commenced to cure and diligently pursued such cure to correction as soon as reasonably possible:

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(a) The Authority may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the Authority, that the Developer will cure its default and continue its performance under this Agreement.

(b) The Authority may cancel and rescind the Agreement.

(c) The Authority may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the Authority shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the Authority the reasonable fees of such attorneys and such other expenses so incurred by the Authority.

Section 4.6. Indemnification of the Authority.

(1) The Developer releases from and covenants and agrees that the Authority, their governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the Indemnified parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, and agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the

Authority in this Agreement or to any actions undertaken by the Authority which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the Authority, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the Authority at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as an "economic development district" under Section 469.174, Subdivision 12, of the Act or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4c.

(3) All covenants, stipulations, promises, agreements and obligations of the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not of any governing body member, officer, agent, servant or employee of the Authority.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1. Restrictions on Use. The Developer agrees itself, its assigns and every successor in interest to the Development Property, or any part thereof, that the Developer shall cause the Tenant and such assigns and successors to operate the facility as a warehouse and distribution facility and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2. Conflicts of Interest. No member of the governing body or other official of the Authority shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the Authority shall be personally liable to the Authority in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer is addressed to or delivered personally to:

MLML, LLC  
5655 Marsh Pointe Drive  
Shorewood, Minnesota 55331  
Attention: Stephani M. Sundry, Chief Manager

- (b) in the case of the Authority is addressed to or delivered personally to the Authority at:

Mountain Lake Economic Development Authority, Minnesota  
Drawer C  
Mountain Lake, Minnesota 56159  
Attention: Community Development Director

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7. Expiration. This Agreement shall terminate upon the earlier of the date the Tax Increment District expires or is decertified or on the date the Interfund Loan has been paid in full.

Section 5.8. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.9. Assignability of Agreement. This Agreement may be assigned only with the consent of the Authority.

IN WITNESS WHEREOF, the Authority and the Developer have caused this Agreement to be duly executed by their duly authorized representatives, on or as of the date first above written.

MLML, LLC

By \_\_\_\_\_  
Stephani M. Sundry  
Its Chief Manager and Treasurer

This is a signature page to the Development Agreement by and between the Mountain Lake Economic Development Authority, Minnesota and MLML, LLC.

MOUNTAIN LAKE ECONOMIC  
DEVELOPMENT AUTHORITY, MINNESOTA

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

By \_\_\_\_\_  
Its Community Development Director

This is a signature page to the Development Agreement by and between the Mountain Lake  
Economic Development Authority, Minnesota and MLML, LLC.

EXHIBIT A  
DESCRIPTION OF DEVELOPMENT PROPERTY

---

PIN: 22-421-0040

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

HELD: \_\_\_\_\_, 2014

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Mountain Lake, Cottonwood County, Minnesota, was duly called and held at the City Hall in said City on Monday, the \_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_\_ o'clock p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING A  
DEVELOPMENT AGREEMENT

A. WHEREAS, MLML, LLC (the "Developer") has requested that the Mountain Lake Economic Development Authority, Minnesota (the "Authority") assist with the financing of certain costs in connection with the construction of an approximately 29,000 square foot warehouse and distribution facility in the City (the "Project").

B. WHEREAS, the Developer and the Authority have determined to enter into a Development Agreement providing for the Authority's assistance in connection with the Project (the "Agreement").

C. WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to the Agreement.

D. WHEREAS, pursuant to Minnesota Statutes, Section 116J.994, subdivision 3(d), the City of Mountain Lake (the "City") is required to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Lake, Minnesota, as follows:

1. The City Council hereby approves the Agreement in substantially the form submitted, and the Authority is hereby authorized to execute the Agreement.

2. The approval hereby given to the Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the Authority officials authorized by a resolution of the Authority to execute the Agreement. The

execution of the Agreement shall be conclusive evidence of the approval of the Agreement in accordance with the terms hereof.

The motion for adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against same:

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Administrator-Clerk

STATE OF MINNESOTA  
COUNTY OF COTTONWOOD  
CITY OF MOUNTAIN LAKE

I, the undersigned, being the duly qualified and acting Administrator-Clerk of the City of Mountain Lake, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council of the City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution Approving a Development Agreement.

WITNESS my hand as such Administrator-Clerk of the City Council of the City of Mountain Lake, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Administrator-Clerk

Prepared By:  
administrator

TOWN'S EDGE AUTO, INC.  
Box 561  
1801 3rd Avenue East  
Mountain Lake, Minnesota 56159

## 2015 Retail Chevrolet Silverado 2500HD 4WD Reg Cab 133.6" Work Truck

### WINDOW STICKER

2015 Chevrolet Silverado 2500HD 4WD Reg Cab 133.6" Work Truck	Interior: - No color has been selected.
6.0L/366 CID Gas/Ethanol V8	Exterior 1: - No color has been selected.
* 6-Speed Automatic	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
CK25903	2015 Chevrolet Silverado 2500HD 4WD Reg Cab 133.6" Work Truck	\$34,265.00
	<b>OPTIONS</b>	
ZW9	PICKUP BOX, DELETE	-\$675.00
Z85	SUSPENSION PACKAGE, STANDARD	\$0.00
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L96	ENGINE, VORTEC 6.0L VARIABLE VALVE TIMING V8 SFI E85-COMPATIBLE, F	\$0.00
MYD	TRANSMISSION, 6-SPEED AUTOMATIC, HEAVY-DUTY, ELECTRONICALLY CO	\$0.00
GEH	GVWR, 9500 LBS. (4309 KG)	\$0.00
GT5	REAR AXLE, 4.10 RATIO	\$0.00
1WT	WORK TRUCK PREFERRED EQUIPMENT GROUP	\$0.00
PYN	WHEELS, 17" (43.2 CM) STEEL	\$0.00
QHJ	TIRES, LT245/75R17E ALL-SEASON, BLACKWALL	\$0.00
ZY1	PAINT, SOLID	\$0.00
GCN	VICTORY RED	\$0.00
AE7	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, DRIVER AND FRONT	\$0.00
H2R	JET BLACK/DARK ASH, CLOTH SEAT TRIM	\$0.00
IO3	AUDIO SYSTEM, 4.2" DIAGONAL COLOR DISPLAY, AM/FM STEREO WITH USB	\$0.00
9J4	BUMPER, REAR, DELETE	INC
	<b>SUBTOTAL</b>	<b>\$33,590.00</b>

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 339.0, Data updated 6/24/2014  
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Customer File:

July 09, 2014 1:43:43 PM

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2015 Retail Chevrolet Silverado 2500HD 4WD Reg Cab 133.6" Work Truck

**WINDOW STICKER**

Advert/Adjustments	\$0.00
Destination Charge	\$1,095.00
<b>TOTAL PRICE</b>	<b>\$34,685.00</b>
Est City: mpg	
Est Highway: mpg	
Est Highway Cruising Range: mi	

Est to order = Net to Mt. Lake City \$25,910.!!

Kevin K 822-2819

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 339.0, Data updated 6/24/2014  
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Drawer C  
Mountain Lake, Minnesota 56159  
(507) 427-2999 • Fax (507) 427-3327

July 14, 2014

Bryan Dodge  
1406 3<sup>rd</sup> Ave.  
Mt. Lake, MN 56159

Diane Loewen  
P. O. Box 333  
Goessel, KS 67053-0333

RE: 1406 3<sup>rd</sup> Ave. PIN: 22.610.0550

Dear Mr. Dodge and Ms. Loewen;

Your property at 1406 3<sup>rd</sup> Ave. is in violation of Section 8.17, Subdivision 1. There is a combination of weeds, grass, brush and other rank vegetation higher than eight (8) inches on the average growing in random locations on your property. Section 8.17 can be found on the back of this letter.

All weeds, grass, brush and other rank vegetation must be cut by 8 a.m. Wednesday, July 23, 2014. If not cut, the City will cut the weeds, grass, brush and other rank vegetation and bill you, the owner. If not paid, the bill will be assessed for collection with property taxes.

Your property was viewed by a city employee on Monday, July 14. If the weeds, grass, brush or other rank vegetation were cut after this letter was sent but before it was received, kindly disregard this letter. If you believe you have received this letter in error please contact City Hall at 507-427-2999.

Thank you for doing your part to make Mt. Lake a pleasant place to live. If you have any questions please contact City Hall at 507-427-2999.

Sincerely,

Wendy Meyer  
Administrator, City of Mt. Lake

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**CREeping BELLFLOWER**  
*Campanula rapunculoides*

**Family:** Bellflower (Campanulaceae)

**Height:** 1-3' (30-90 cm)

**Flower:** soft blue, bell-shaped flowers, 1-2" (2.5-5 cm) long, line up along a tall blue stem and almost always point downward; each flower is comprised of 5 sharply pointed petals fused together to form the bell-shaped flower

**Leaf:** heart-shaped lower leaves, 2" (5 cm) long, lance-shaped stem leaves (cauline) with fine teeth, 1/2-1" (1-2.5 cm) long

**Fruit:** downward-drooping pod-like containers hold many tiny seeds

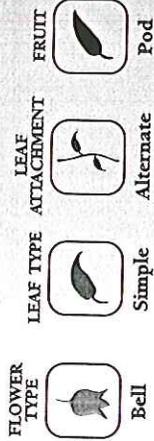
**Bloom:** summer, fall

**Growth:** perennial, non-native

**Habitat:** dry, sun, fields, old homesteads

**Range:** throughout

**Stan's Notes:** Although native to Eurasia, the Creeping Bellflower is also called the European Bellflower and was undoubtedly introduced to the U.S. through Europe. A common garden plant 30 to 50 years ago, it has escaped cultivation and can now be found growing in the wild near old homesteads and abandoned gardens. It flowers only on one side of the stem. It spreads by underground roots and is often difficult to eliminate, once established.



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# WHITE CLOVER *Trifolium repens*

**Family:** Pea or Bean (Fabaceae)

**Height:** 4-10" (10-25 cm)

**Flower:** white (tinged with pink), fragrant, pea-like, irregular flowers, 1/4" (.6 cm) wide, form round cluster, 1" (2.5 cm) wide, on a single long stalk

**Leaf:** 3 leaflets grow on a long basal stalk to form a compound leaf, 1 1/2" (4 cm) wide; individual leaflets, 1/4-1/2" (.6-1 cm) wide, are round with fine teeth and have a characteristic, dusty white, triangular marking

**Bloom:** spring, summer, fall

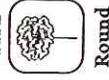
**Cycle/Origin:** perennial, non-native

**Habitat:** dry, sun, lawns, fields

**Range:** throughout

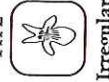
**Stan's Notes:** Well known for occasionally producing a four-leaf clover, White Clover is a Eurasian import that has found a comfortable home in lawns across North America. It spreads by an aboveground stem that roots at each leaf attachment (node). The genus name, *Trifolium*, describes its three leaflets, while the species name, *repens*, refers to its "creeping" habit of growth. Look for the dusty white triangular markings on its leaves to help you identify this sometimes "lucky" plant. White clover is very attractive to a number of butterfly species including skippers, blues, sulphurs and hairstreaks.

CLUSTER TYPE



Round

FLOWER TYPE



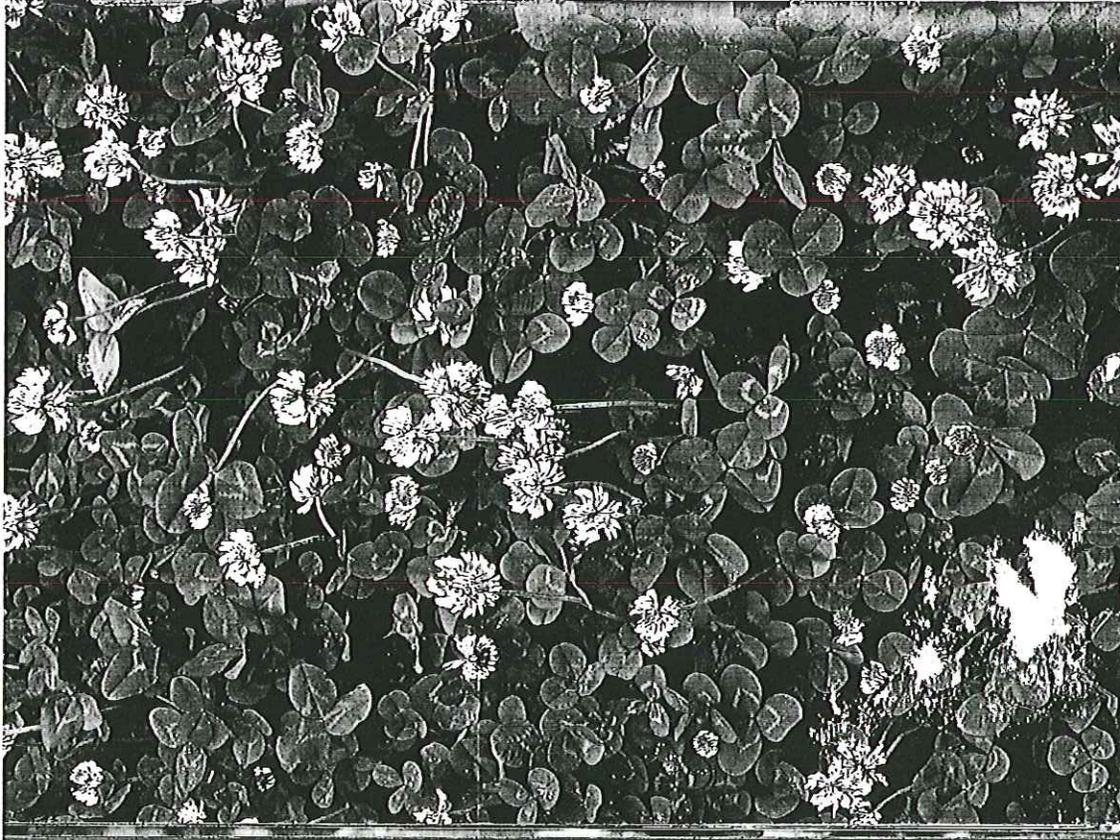
Irregular

LEAF TYPE ATTACHMENT



Compound

LEAF



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## 2013 ANNUAL DISCLOSURE STATEMENT

Name of TIF Authority: Mountain Lake

Name of Municipality: Mountain Lake

The following information represents the annual disclosure of tax increment districts for the year ended December 31, 2013.

Mountain Lake Observer/Advocate on 8/13/2014  
 (Name of the Newspaper) (Date of Publication)

	Name of TIF District			
	TIF 1	TIF 3-1 Pinebrook	TIF 1-4 Community Asset Foundation	TIF 5-1 Krienke Foods
Current net tax capacity	\$ 8,253	\$ 4,821	\$ 0	\$ 0
Original net tax capacity	\$ 23	\$ 146	\$ 0	\$ 0
Captured net tax capacity	\$ 8,230	\$ 4,675	\$ 0	\$ 0
Principal and interest payments due during current year	\$ 10,602	\$ 6,030	\$ 76,856	\$ 44,044
Tax increment received	\$ 11,778	\$ 7,147	\$ 6,860	\$ 0
Tax increment expended	\$ 10,812	\$ 6,646	\$ 39,668	\$ 1,312,240
Month and year of first tax increment receipt ( MM / YYYY )	7 / 1998	7 / 2007	7 / 2014	7 / 2015
Date of required decertification ( MM / DD / YYYY )	12/31/2023	12/31/2032	12/31/2039	12/31/2023
Increased property tax imposed on other properties as a result of fiscal disparities contribution*	\$ 0	\$ 0	\$ 0	\$ 0

(All lines within the table must be published even if the amounts to be published are zero.)

\* The fiscal disparities property tax law provides that the growth in commercial-industrial property tax values is shared throughout the area. In a tax increment financing district, this value sharing can either result in a tax increase for other properties in the municipality or result in a decrease in tax increment financing district revenue depending on how the tax increment financing district is established.

Tax Increment Financing District TIF 1, TIF 3-1 Pinebrook, TIF 1-4 Community Asset Foundation, TIF 1-5 Krienke Foods does not share its growth in commercial-industrial property tax values. This results in an increase in property taxes for other properties in this municipality. For taxes payable in 2013, this increase in taxes on other properties amounted to \$ 0, \$ 0, \$ 0 and \$ 0

(This paragraph needs to be published for each district for which is applies. Please attach additional pages, if needed.)

Additional information regarding each district may be obtained from: (Required to be published)

Wendy Meyer

Name of TIF Representative

Box C, Mountain Lake, MN 56159

507-427-2999

Address (Street, City, Zip)

Note to preparer: Publishing the last line of the table and the two paragraphs following the table is necessary only if a TIF district in the municipality is located in the fiscal disparities area and the municipality chose option "A" under Minn. Stat. 469.177, subd. 3(a), for the TIF district.

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