

**Regular Council Meeting
Mountain Lake City Hall
Tuesday, February 21, 2017
6:30 p.m.**

AGENDA

1. Meeting called to order by Mayor Mike Nelson
 - * Further information on agenda item is attached

2. Approval of Agenda and Consent Agenda
 - a. Bills: Check #'s 9919659 - 9919710; 476E-477E*(1-5)
 - b. Approval of Payroll Checks #'s 63017 - 62989
 - c. Approval of Feb. 6 Council Minutes*(6-8)
 - d. Approval of Jan. 26-27 Utility Commission Minutes*(9-11)
 - e. Approval of Jan. 13 and Jan. 24 EDA Minutes*(12-14)
 - f. Approval of Jan. 11 Library Board Minutes, Jan. Library Report & Expenditures*(15-17)
 - g. Approval Leave of Absence, Fire Dept., Audi Nickel*(18)

3. Public – A total of ten (10) minutes is allotted for individuals to briefly discuss a topic of concern with the Council.

4. Water/Wastewater Co. Rd. #1 Project*(19-21)

5. Street Lights*(22-35)

6. New Sub-division Zoning*(36-45)

7. Administrator

8. Preparation for Union Negotiations – Meeting May be Closed.

9. Adjourn

***Check Detail Register©**

*February 21, 2017
mtg*

*9919659 - 9919710
476E - 477E*

February 2017

			Check Amt	Invoice	Comment
10100 United Prairie					
Paid Chk#	9919659	2/6/2017			CITIZEN PUBLISHING
E	211-45500-591	Periodicals	\$70.00		2 YEAR SUBSCRIPTION
		Total CITIZEN PUBLISHING	\$70.00		
Paid Chk#	9919660	2/6/2017			CITIZEN PUBLISHING
E	101-41400-351	Legal Notices Publishing	(\$0.25)		CREDIT
E	101-41400-351	Legal Notices Publishing	\$85.80	1/18/17	BUDGET
E	101-41400-351	Legal Notices Publishing	\$159.90	1/18/17	ORDINANCE 1-17
E	101-41400-351	Legal Notices Publishing	\$15.00	1/30/17	DIGITAL UPLOAD
		Total CITIZEN PUBLISHING	\$260.45		
Paid Chk#	9919661	2/6/2017			MIDWAY FARM EQUIPMENT
E	101-45200-404	Repairs/Maint Machinery/Equip	\$179.55	IM23172	BLADES FOR LAWNMOWERS
		Total MIDWAY FARM EQUIPMENT	\$179.55		
Paid Chk#	9919662	2/6/2017			MUNICIPAL UTILITIES
E	101-45171-380	Elec,Water,Sewer	\$669.74		WATER AT ICE RINK
		Total MUNICIPAL UTILITIES	\$669.74		
Paid Chk#	9919663	2/6/2017			REAL TIME TRANSLATIONS-ELSA
E	101-42100-430	Miscellaneous	\$204.00	110283	PD-ANNUAL LICENSE
		Total REAL TIME TRANSLATIONS-ELSA	\$204.00		
Paid Chk#	9919664	2/6/2017			RED FEATHER PAPER
E	101-43124-216	Chemicals and Chem Products	\$72.80	91374	SALT FOR SIDEWALKS
		Total RED FEATHER PAPER	\$72.80		
Paid Chk#	9919665	2/6/2017			UNTAMED MOUSE
E	101-45183-430	Miscellaneous	\$363.96	1370	200 CAMPGROUND BROCHURES
		Total UNTAMED MOUSE	\$363.96		
Paid Chk#	9919666	2/13/2017			COMMISSIONER OF REVENUE
G	101-21702	State Withholding	\$84.06		
		Total COMMISSIONER OF REVENUE	\$84.06		
Paid Chk#	9919667	2/13/2017			INTERNAL REVENUE SERVICE
G	101-21701	Federal Withholding	\$157.09		
G	101-21703	FICA Tax Withholding	\$889.84		
		Total INTERNAL REVENUE SERVICE	\$1,046.93		
Paid Chk#	9919668	2/10/2017			BOLTON & MENK INC.
E	460-46300-434	Project Expense	\$9,896.50	0199491	LAYOUT & DESIGN-PANKRATZ INDUSTRIAL PARK
		Total BOLTON & MENK INC.	\$9,896.50		
Paid Chk#	9919669	2/10/2017			CARCHIOUS RODNEY
E	608-46330-401	Repairs/Maint Buildings	\$39.60		JANUARY MAINT AT APARTMENTS
E	607-46330-401	Repairs/Maint Buildings	\$20.40		JANUARY MAINT AT APARTMENTS
		Total CARCHIOUS RODNEY	\$60.00		
Paid Chk#	9919670	2/10/2017			DANIEL MELHEIM
E	607-46330-402	Repairs/Maint- Ground	\$100.00		SNOW REMOVAL AT APARTMENTS
E	608-46330-402	Repairs/Maint- Ground	\$100.00		SNOW REMOVAL AT APARTMENTS
E	609-46330-402	Repairs/Maint- Ground	\$100.00		SNOW REMOVAL AT APARTMENTS
		Total DANIEL MELHEIM	\$300.00		
Paid Chk#	9919671	2/10/2017			ROBERT ANDERSON

(1)

***Check Detail Register©**

February 2017

			Check Amt	Invoice	Comment
E 205-46500-331	Travel Expenses		\$152.28		MILEAGE TO CONFERENCE
	Total ROBERT ANDERSON		\$152.28		
Paid Chk# 9919672	2/10/2017	ST JAMES ELECTRIC			
E 607-46330-401	Repairs/Maint Buildings		\$136.00	160926	WORK AT SCHROEDE APT
	Total ST JAMES ELECTRIC		\$136.00		
Paid Chk# 9919673	2/10/2017	WINDOM FIRE & SAFETY			
E 235-46340-401	Repairs/Maint Buildings		\$320.41		FIRE EXTINGUISHERS AT FULDA CREDIT UNION
	Total WINDOM FIRE & SAFETY		\$320.41		
Paid Chk# 9919674	2/16/2017	AFLAC			
G 101-21713	AFLAC		\$186.96		
	Total AFLAC		\$186.96		
Paid Chk# 9919675	2/16/2017	AFSCME COUNCIL 65			
G 101-21707	Union Dues		\$154.86		
	Total AFSCME COUNCIL 65		\$154.86		
Paid Chk# 9919676	2/16/2017	BCBS/HSA			
G 101-21714	HSA		\$843.85		
	Total BCBS/HSA		\$843.85		
Paid Chk# 9919677	2/16/2017	COMMISSIONER OF REVENUE			
G 101-21702	State Withholding		\$691.61		
	Total COMMISSIONER OF REVENUE		\$691.61		
Paid Chk# 9919678	2/16/2017	GISLASON & HUNTER			
G 101-21712	Garnishments		\$362.72		
	Total GISLASON & HUNTER		\$362.72		
Paid Chk# 9919679	2/16/2017	INTERNAL REVENUE SERVICE			
G 101-21701	Federal Withholding		\$1,570.98		
G 101-21703	FICA Tax Withholding		\$2,223.30		
	Total INTERNAL REVENUE SERVICE		\$3,794.28		
Paid Chk# 9919680	2/16/2017	PERA			
G 101-21704	PERA		\$4,086.60		
	Total PERA		\$4,086.60		
Paid Chk# 9919681	2/16/2017	SW/WC SERVICE COOPERATIVES			
G 101-21708	Employee Paid Health Insurance		\$1,373.66		
	Total SW/WC SERVICE COOPERATIVES		\$1,373.66		
Paid Chk# 9919682	2/16/2017	VALIC			
G 101-21705	VALIC		\$388.00		
	Total VALIC		\$388.00		
Paid Chk# 9919683	2/17/2017	ALLAN HUSET			
E 101-43100-430	Miscellaneous		\$250.00		ST DEPT-CONCRETE POWER SCREAL
	Total ALLAN HUSET		\$250.00		
Paid Chk# 9919684	2/17/2017	ALPHA WIRELESS COMMUNICATIONS			
E 101-00000-430	Miscellaneous		\$86.56	687814	BATTERY FOR PAT'S RADIO
E 221-42200-404	Repairs/Maint Machinery/Equip		\$24.50	687814	BATTERIES FOR FIRE DEPT PAGERS
E 231-42154-404	Repairs/Maint Machinery/Equip		\$24.50	687814	BATTERIES FOR AMB PAGERS
	otal ALPHA WIRELESS COMMUNICATIONS		\$135.56		

2

***Check Detail Register©**

February 2017

			Check Amt	Invoice	Comment
Paid Chk#	9919685	2/17/2017	AMERIPRIDE		
E	101-43100-215	Shop Supplies	\$32.98		TOWELS FOR ST DEPT
E	101-41400-401	Repairs/Maint Buildings	\$45.62		MATS FOR CITY HALL
		Total AMERIPRIDE	\$78.60		
Paid Chk#	9919686	2/17/2017	BARCO MUNICIPAL PRODUCTS		
E	101-43100-404	Repairs/Maint Machinery/Equip	\$389.18	IN-223462	STROBE LIGHT-ST DEPT
		Total BARCO MUNICIPAL PRODUCTS	\$389.18		
Paid Chk#	9919687	2/17/2017	BOUND TREE MEDICAL		
E	231-42154-210	Operating Supplies	\$52.80	82404430	AMB-EXTRICATION COLLAR
		Total BOUND TREE MEDICAL	\$52.80		
Paid Chk#	9919688	2/17/2017	CASEYS-CREDIT CARD DEPARTMENT		
E	205-46500-430	Miscellaneous	\$17.09	1/13/17	EDA LUNCH
E	101-00000-430	Miscellaneous	\$66.13	1/26/17	UT-GAS
E	101-43100-212	Motor Fuels	\$50.82	1/27/17	ST DEPT GAS
		otal CASEYS-CREDIT CARD DEPARTMENT	\$134.04		
Paid Chk#	9919689	2/17/2017	COUNTRY PRIDE SERVICES		
E	101-45200-212	Motor Fuels	\$186.44		PARKS GAS
E	231-42154-212	Motor Fuels	\$276.29		AMB DIESEL
E	101-42100-212	Motor Fuels	\$32.69		PD GAS-EXPLORER
E	101-42100-212	Motor Fuels	\$513.63		PD GAS-EXPEDITION
E	101-43100-212	Motor Fuels	\$725.81		ST DEPT GAS
E	607-46330-401	Repairs/Maint Buildings	\$50.00	172803	LABOR HOTZLER APT
E	101-41400-401	Repairs/Maint Buildings	\$210.00	173057	LABOR CITY HALL ENTRY
E	608-46330-401	Repairs/Maint Buildings	\$466.35	173225,17347	LABOR GOHR APT,BATTERY
E	101-43100-430	Miscellaneous	\$76.64	173251,17271	BOLTS,BOARDS,SOFTNER SALT
E	101-46200-402	Repairs/Maint- Ground	\$99.90	2459	LP FOR GRAVE WARMER
		Total COUNTRY PRIDE SERVICES	\$2,637.75		
Paid Chk#	9919690	2/17/2017	DAVID SAVAGE		
E	101-41110-331	Travel Expenses	\$316.38		ELECTED OFFICIALS CONF REIMBURSEMENT
		Total DAVID SAVAGE	\$316.38		
Paid Chk#	9919691	2/17/2017	DOUGHERTY,MOLENDASOLFEST,HILL		
E	101-00000-430	Miscellaneous	\$2,483.26		ATTORNEY FEES
		tal DOUGHERTY,MOLENDASOLFEST,HILL	\$2,483.26		
Paid Chk#	9919692	2/17/2017	EXPERT T BILLING		
E	231-42154-300	Professional Srvs	\$459.00	3335	JANUARY AMB BILLING
		Total EXPERT T BILLING	\$459.00		
Paid Chk#	9919693	2/17/2017	FORTUNE TRANSPORTATION		
E	221-42200-404	Repairs/Maint Machinery/Equip	\$40.00		BALANCE TIRES - FD 2005 GRASS RIG
		Total FORTUNE TRANSPORTATION	\$40.00		
Paid Chk#	9919694	2/17/2017	HIGLEY FORD		
E	231-42154-404	Repairs/Maint Machinery/Equip	\$3,483.82	78029	AMBULANCE REPAIR
E	231-42154-404	Repairs/Maint Machinery/Equip	\$137.01	78127	AMBULANCE OIL CHANGE
		Total HIGLEY FORD	\$3,620.83		
Paid Chk#	9919695	2/17/2017	INGRAM		
E	211-45500-590	Capital Outlay Books	\$373.62		LIBRARY BOOKS
		Total INGRAM	\$373.62		

***Check Detail Register©**

February 2017

			Check Amt	Invoice	Comment
Paid Chk#	9919696	2/17/2017	KDOM RADIO		
E 101-00000-430	Miscellaneous		\$29.50	540170141568	MONTHLY ADV
	Total KDOM RADIO		\$29.50		
Paid Chk#	9919697	2/17/2017	KENNEDY & GRAVEN, CHARTERED		
E 101-45210-304	Legal Fees		\$104.50	135633	YODER CONDEMNATION
	Total KENNEDY & GRAVEN, CHARTERED		\$104.50		
Paid Chk#	9919698	2/17/2017	MAYNARDS FOOD CENTER		
E 101-41400-200	Office Supplies		\$24.96	1/18/17	OFFICE-CLEANING SUPPLIES
E 205-46500-430	Miscellaneous		\$27.25	1/24/17	EDA MTG LUNCH
E 101-43100-200	Office Supplies		\$49.45	1/24/17	ST-TP & PAPER TOWELS
	Total MAYNARDS FOOD CENTER		\$101.66		
Paid Chk#	9919699	2/17/2017	MILLER SELLNER EQUIPMENT		
E 101-43100-404	Repairs/Maint Machinery/Equip		\$72.71	16762B	BROOM HYD MOTOR REPAIR-ST DEPT
	Total MILLER SELLNER EQUIPMENT		\$72.71		
Paid Chk#	9919700	2/17/2017	NICKEL CONSTRUCTION		
E 450-46300-434	Project Expense		\$64.00	16987	ROSS CORNER-CEMENT
	Total NICKEL CONSTRUCTION		\$64.00		
Paid Chk#	9919701	2/17/2017	PETERSON DRUG & GIFTS		
E 231-42154-210	Operating Supplies		\$13.08	01/12/2017	SUPPLIES FOR AMB
E 101-42100-430	Miscellaneous		\$9.60	01/25/2017	SUPPLIES FOR PD
E 231-42154-210	Operating Supplies		\$14.94	1/2/2017	BATTERIES-AMB
E 101-43100-200	Office Supplies		\$0.62	1/31/2017	ST DEPT-PICTURES
	Total PETERSON DRUG & GIFTS		\$38.24		
Paid Chk#	9919702	2/17/2017	PRAXAIR		
E 231-42154-210	Operating Supplies		\$335.43	76085993	OXYGEN FOR AMBULANCE
	Total PRAXAIR		\$335.43		
Paid Chk#	9919703	2/17/2017	SANFORD LABORATORIES		
E 101-42100-260	Recruitment		\$108.16	297753897	POLICE DEPT
	Total SANFORD LABORATORIES		\$108.16		
Paid Chk#	9919704	2/17/2017	SOUTH CENTRAL COLLEGE		
E 231-42154-308	Training & Instruction		\$1,966.40	00151893	5 EMT'S REFRESHER CLASS
	Total SOUTH CENTRAL COLLEGE		\$1,966.40		
Paid Chk#	9919705	2/17/2017	SOUTHWESTERN MENTAL HEALTH		
E 101-42100-260	Recruitment		\$375.00	42953	TESTING-PD
	Total SOUTHWESTERN MENTAL HEALTH		\$375.00		
Paid Chk#	9919706	2/17/2017	ST JAMES ELECTRIC		
E 101-45186-401	Repairs/Maint Buildings		\$1,430.00	979113	5 OUTSIDE LIGHTS AT COMMUNITY CENTER
	Total ST JAMES ELECTRIC		\$1,430.00		
Paid Chk#	9919707	2/17/2017	STAR TRIBUNE		
E 211-45500-591	Periodicals		\$430.04		LIBRARY-PERIODICALS 1 YR
	Total STAR TRIBUNE		\$430.04		
Paid Chk#	9919708	2/17/2017	WCEC INC		
E 101-43121-225	Seal Coat/Crack Filling		\$3,462.76	80165	TANK RENTALS-SEAL COAT PROJECT
	Total WCEC INC		\$3,462.76		

***Check Detail Register©**

February 2017

	Check Amt	Invoice	Comment
Paid Chk# 9919709 2/17/2017 WILLIAM POHLMAN			
E 101-42100-205 Uniforms	\$140.00		UNIFORM-SUNGLASS
Total WILLIAM POHLMAN	\$140.00		
Paid Chk# 9919710 2/17/2017 WINDOM AREA HOSPITAL			
E 231-42154-430 Miscellaneous	\$228.07		NURSE ON AMBULANCE TRANSFER-1/12/17
Total WINDOM AREA HOSPITAL	\$228.07		
10100 United Prairie	\$45,556.71		

Fund Summary

10100 United Prairie	
101 GENERAL FUND	\$26,137.33
205 ECONOMIC DEVELOPMENT AUTHORITY	\$196.62
211 LIBRARY FUND	\$873.66
221 FIRE DEPT FUND	\$64.50
231 AMBULANCE FUND	\$6,991.34
235 SW HOUSING GRANT	\$320.41
450 DOWNTOWN-ROSS PROJECT	\$64.00
460 PANKRATZ INDUSTRIAL PARK	\$9,896.50
607 EDA----4 PLEX FUND	\$306.40
608 EDA----8 PLEX FUND	\$605.95
609 EDA-- MASON MANOR	\$100.00
	\$45,556.71

Paid Chk# 000476E 2/6/2017 UNITED PRAIRIE BANK			
G 609-22800 Notes Payable - Current	\$444.11		MASON MANOR-PRINC PAYMENT
E 609-46330-610 Interest	\$846.42		MASON MANOR-INTEREST PAYMENT
Total UNITED PRAIRIE BANK	\$1,290.53		

Paid Chk# 000477E 2/8/2017 SELECT ACCOUNT			
E 101-41400-141 Admin Fees-HSA	\$4.22		JANUARY HSA ADMIN FEES
E 101-42100-141 Admin Fees-HSA	\$8.44		JANUARY HSA ADMIN FEES
E 205-46500-141 Admin Fees-HSA	\$2.11		JANUARY HSA ADMIN FEES
E 211-45500-141 Admin Fees-HSA	\$2.11		JANUARY HSA ADMIN FEES
E 101-43100-141 Admin Fees-HSA	\$3.80		JANUARY HSA ADMIN FEES
E 101-45200-141 Admin Fees-HSA	\$1.27		JANUARY HSA ADMIN FEES
E 101-46200-141 Admin Fees-HSA	\$1.26		JANUARY HSA ADMIN FEES
E 101-41400-141 Admin Fees-HSA	\$4.22		FEBRUARY HSA ADMIN FEES
E 101-42100-141 Admin Fees-HSA	\$8.44		FEBRUARY HSA ADMIN FEES
E 205-46500-141 Admin Fees-HSA	\$2.11		FEBRUARY HSA ADMIN FEES
E 211-45500-141 Admin Fees-HSA	\$2.11		FEBRUARY HSA ADMIN FEES
E 101-43100-141 Admin Fees-HSA	\$3.80		FEBRUARY HSA ADMIN FEES
E 101-45200-141 Admin Fees-HSA	\$1.27		FEBRUARY HSA ADMIN FEES
E 101-46200-141 Admin Fees-HSA	\$1.26		FEBRUARY HSA ADMIN FEES
Total SELECT ACCOUNT	\$46.42		

5

DRAFT
Regular Council Meeting
Mountain Lake City Hall
Monday, February 6, 2017
6:30 p.m.

Members Present: Mike Nelson, Dana Kass, Darla Kruser, David Savage

Members Absent: Andrew Ysker

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

Others Present: Jay Scheid; Diane Englin, Kathy Harder, Friends of the Pool; Cottonwood County Commissioner Tom Appel; Andy Kehren, Bolton and Menk, City Engineer; Doug Regehr

Call to Order

The meeting called to order by Mayor Mike Nelson at 6:30AM. Motion by Kass, seconded by Kruser, to add 8c. 2017B Bonds and 8d. Union Negotiation Dates to the agenda. Motion carried unanimously. Motion by Kass, seconded by Kruser, to adopt the agenda as amended and approve the consent agenda as presented. Motion carried unanimously.

Bills: Check #'s 9919598 – 9919658; 472E-475E

Payroll Checks #'s 62989 - 63016

Jan. 17 Council Minutes

Jan. 12 Utility Commission Minutes

Resolution #6-17 Resolution Approving A Consent to the Levy

Public

Jay Scheid asked if the Economic Development Authority (EDA) or the Chamber have made efforts to attract dentists, optometrists, accountants, lawyers and financial planners to the community. Nelson and Kruser, members of the EDA, explained that the topic has been discussed at EDA meetings and attempts have been made. Scheid also asked about the status of a new Sanford Clinic on the former Ross Cleaners corner and a Dollar General store. It was explained that Sanford is working through their facilities process and Dollar General has made an offer on a lot in the new commercial/industrial park. The search currently underway by Sanford to recruit a doctor to replace recently retired Dr. Steve Harder was also discussed.

Friends of the Pool

The group has raised money to support the public school pool. The pool was recently closed; the group is looking to use the remaining funds in ways that support physical activity in the city.

Information on a warming house at the ice rink and a sand volleyball court in Lawcon Park was presented by Diane Englin and Kathy Harder. The group is looking for the council's guidance and approval as they move forward with these and possibility other ideas.

Sub-Station Project

Two parts of a six part bid opening on January 13 were not awarded at the January 17 council meeting. Mike Thielen, project engineer, Utilities Plus Energy Services (UPES) is recommending those two parts now be awarded. Motion by Savage, seconded by Kruser, to award Item 2 (installation of AC and CD electrical, exterior conduits, interior conduits, ground grid and cable tray) at a price of \$235,385, and Item 5 (installation of concrete piers, transformer pad/oil containment pit, S2 foundation and switchgear enclosure) at a price of \$197,298 to Farabee Mechanical, Hickman NE. Motion carried unanimously.

2017A Electric Revenue Bonds

The reasons the size of the bond was raised from \$2,260,000 to \$3,000,000 and the impact of this and other financial issues on the sale were briefly discussed. The final debt service schedule and other items related to the sale were reviewed. Motion by Kass, seconded by Savage, to adopt Resolution #5-17 Providing for the Issuance and Sale of \$3,000,000 Electric Revenue Bonds, Series 2017A. Motion carried unanimously.

Water/Wastewater Co. Rd. #1 Project

Cottonwood County will be re-surfacing Co. Rd. #1 in 2017. In a separate but coordinated project the utility will replace two blocks of sewer and one block of water lines between Third Ave. and Sixth Ave. Andy Kehren, city engineer, Bolton & Menk, reviewed the timeline, scope and cost of the project. Motion by Savage, seconded by Kass, to authorize preparation of plans and specifications contingent on the agreement of the Utility Commission to move ahead with the project during their Thursday, February 9 meeting. Motion carried unanimously.

Annexation Resolution

The resolution was reviewed. Zoning the property was discussed. The resolution will be adopted at the March 6 council meeting.

League of MN Cities Insurance Trust 2017-18 Renewal Liability Coverage Waiver

Motion by Kruser, seconded by Kass, that the city does not waive the monetary limit on municipal tort liability for the upcoming policy year. Motion carried unanimously.

Series 2017B Financing of Infrastructure Improvements Mt. Lake Commercial Park Subdivision

The Economic Development Authority (EDA) is planning for infrastructure improvements to the subdivision in 2017. Three scenarios were prepared by Northland Securities to consider the financial impact of the project to the city and residential and commercial properties in the city.

The scenarios differed only in the number of lots sold each year. The Economic Development Authority anticipates the cost of the project at slightly over \$2M. No action taken.

Negotiation Dates

Possible dates were discussed.

Adjourn

The meeting was adjourned at 7:35 PM.

ATTEST:

Wendy Meyer, Clerk/Administrator

8

**Mt. Lake Utilities Commission
Commission Meeting
Thursday, January 26, 2017
Friday, January 27, 2017
7AM**

Members Present: Commissioners John Carrison, Mike Johnson, Todd Johnson, Mark Langland; Brett Lohrenz; Council Liaison David Savage

Members Absent: None

Staff Present: Wendy Meyer, Clerk/Administrator; Lynda Cowell, Utilities Office Manager; Ron Melson, Electric Supt.; Kevin Krahn, Water and Wastewater Supt.; Dave Watkins, Water and Wastewater Dept.

Others Present: Council Member Dana Kass

Call to Order

The meeting was called to order at 7 AM

Approval of January 12 Minutes and Check Numbers 16855 - 16895

Motion by M. Johnson, seconded by Lohrenz, to approved the minutes and check numbers 16802 – 16853. Motion carried unanimously.

Caterpillar Engines – National Emission Standards for Hazardous Air Pollutants (NESHAP) requirements

Staff participated in a conference call on Wed. Jan. 25 with representatives of Fairbanks-Morse and Bob Palmquist, Utilities Plus Energy Services (UPES) electrical engineer. F-M has a solution to meet backpressure and emissions requirements and intends to do the work the week of February 13. Melson explained the solution. There are 26 month warranty and performance guarantees, and no additional cost beyond the original bid price for the utility.

Sub-Station Bids

Bids were opened January 13 for control enclosure, steel structure, transmission pole, and fencing. Bids for four of the six items were awarded at the January 17 council meeting. The other two items were significantly over the engineer's estimate. Mike Thielen, UPES, project engineer, is working directly with contractors to obtain better bids.

2017A Bonds

Mike Thielen provided an updated engineer's estimate of the project. The tying of line cables to the power plant and sub-stations at an estimated cost of \$699,000 was not included in the initial cost estimate. Including this item requires increasing the bond from \$2,266,000 to \$3,000,000. By consensus the commission agreed that the bond be increased and the work done. Payment schedules, debt service ratios, interest rates, and equity contributions were discussed. Northland Securities will need to provide additional information. The commission agreed to continue the meeting to 7AM Friday morning to review the new information.

Mt. Lake School District Pool

The district will be emptying the pool, approximately 90,000 gallons and are asking for a separate bill.

County Road #1 Project

Cottonwood County Highway Department will be milling the asphalt overlay from Third Ave. (County Road #27) to Highway 30 and replacing with concrete during the 2017 construction year. Krahn discussed water and sewer problems from Third Avenue to Sixth Avenue and presented an estimate prepared by Bolton and Menk, city engineers for the work. The city and county will meet to discuss the project on Monday February 6.

Meeting Recessed

The meeting was recessed until 7AM Friday morning, January 27.

Friday, January 27, 2017

7AM

Members Present: Commissioners John Carrison, Mike Johnson, Todd Johnson, Mark Langland; Brett Lohrenz; Council Liaison David Savage

Members Absent: None

Staff Present: Wendy Meyer, Clerk/Administrator; Lynda Cowell, Utilities Office Manager

Others Present: None

Call to Order

The meeting was reconvened at 7 AM.

2017A Bonds

An e-mail from Northland Securities staff and payment schedules prepared by Northland

were reviewed. If selling the bonds becomes a problem the commission prefers adding cash rather than moving to an interest only payment for the first seven years of bond payments.

Resolution PUC #1-17

Motion by Langeland, seconded by Carrison, to adopt Resolution PUC #1-17 Concurring in the Action of the City Council of the City of Mountain Lake, MN, in Providing for the Issuance and Sale of \$3,000,000 Electric Revenue Bonds, Series 2017A. Motion carried unanimously.

Adjourn

The meeting was adjourned at 7:28 AM.

Approved February 9, 2017.

ATTEST:

Wendy Meyer, Clerk/Administrator

REGULAR MEETING
ECONOMIC DEVELOPMENT AUTHORITY
January 13, 2017
12:00 Noon

PRESENT: Vern Peterson, Mike Nelson, Steve Syverson, Darla Kruser, Brian Harder, Jerry Haberman and Brad Hanson, Dean Janzen and Clara Johnson, Advisors

ABSENT: Mark Hanson

STAFF PRESENT: Rob Anderson and Marva Ott

CITY ADMINISTRATOR: Wendy Meyer

GUESTS: Cheryl Hiebert, Observer/Advocate; Chuck Stevensen-UPB

An hour prior to the meeting a group including Sue Garloff, Jenni Klassen, Mike Nelson, Steve Syverson, Vern Peterson, Darla Kruser and Dean Janzen along with staff met with Neil from U of M Extension to work on putting together a plan for prioritizing the Mountain Lake Strategic Plan of 2026 .

1. Call to Order: Vern called the meeting to order.
2. Consent Agenda. Motion made and seconded by Steve and Darla to approve the Consent Agenda as presented. Carried.
3. Election of 2017 Officers: Mark is gone till March or April. He will stay on as President if board wants him to. Motion made and seconded by Brian and Steve to keep the same officers with Mark as President, Vern as Vice-President and Marva as Secretary/Treasurer. Carried.
4. 2016 EDA work plan Year-end report: Work plan reviewed. Motion made and seconded by Mike and Brian to approve the 2016 work plan year-end report. Carried. The 2017 Work plan will be based on "Mountain Lake 2026". Rob will present the 2016 year-end report to the Council for approval at their next meeting.
5. SCGF Revised request from Peterson Drug to add exterior work for a total of \$17,675.00. \$11,783 will be in the form of a loan and \$5,892 will be equity. Letter requesting additional funds from Jim and Vern was enclosed in packet. Board previously approved loan for roof repair. Motion made and seconded by Steve and Darla to approve the revised request. Carried with Vern abstaining from the vote.
6. Industrial Park Development:
 - a. Annexation and additional land purchase: Annexation is in process and additional land is being pursued but owners haven't responded yet. City could take land by eminent domain if necessary. Other property owned by Midway Township. The township was asked if they would donate land to the city and they are agreeable but it hasn't been authorized yet.
 - b. Name of Industrial Park and Cul-de-sac Road name: Several ideas were discussed. Vern made a motion to name the park "Mt. Lake Industrial/Commercial Park. No second so motion died. Motion then made by Mike and seconded by Steve to name it "Mt. Lake Commercial Park". Motion carried. The road was then discussed. After discussion, a motion was made and seconded by Steve and Darla to name the road "Cottonwood Lane". Carried.
 - c. Financing/Timeline: Tammy Omdal is working on Improvement GO Bonds Series 2017B. Andy Kehren is working on platting and infrastructure plans. If all goes well we could receive bids in early May with construction beginning in June. Andy is asking if the board

would like the infrastructure to run to the highway for future development. It would cost an additional \$50,000.00 to do now. After discussion Jerry felt we should wait till sometime in the future to do this and just concentrate on the north side for now. The board agreed.

- d. Other: Rob told the board about the Zerumba Group that is representing Dollar General and their interest in a lot in the new industrial park. They would like 1.6 acres on Lot 1 on the new park. Subway also is wanting this lot. Both parties would like to know what the cost of the lot and assessments would be. Rob is hoping it can be around \$40,000.00 per acre for lots. We can't make it too high or businesses won't move there. The cost of the lot will probably run around \$100,000.00 per acre with the improvements. Rob stated that the city would have to offer incentives including TIF or abatements. The board discussed saving lot 1 for a gas station/convenience store with or without Subway. The possibility of Casey's putting up a new store out there was briefly discussed. The board continued discussion about lot sizes, etc. Jerry then made a motion to keep the corner lot available for gas station and offer Dollar General the North or East lot. Brian seconded the motion. Carried. The board felt we need to make the lots sizes a little smaller for commercial business use. Rob will talk to Andy about the cost difference and we may have to have a special meeting on this topic if necessary.

7. Custom Motors Court date set for January 25th. The attorney would like Rob to attend the hearing. She will file a default judgement and try to collect as soon as possible.

8. TIF District 1-8, Downtown Redevelopment: nothing new to report. Still waiting on Sanford.

9. Cottonwood County Home Initiative Program: Windom would like us to participate in this program. After discussion about Lakeview Estates, a motion was made and seconded by Vern and Brian to recommend to the council to participate in this program excluding Lakeview Estates or any other EDA owned property. Motion carried.

10. General Discussion:

- a. Next meeting will be February 10th. Mike will run the meeting as both Vern and Mark will not be able to attend.
- b. Rob told the board that we have a new business in town located in the former Observer/Advocate building. The name of the business is Halls Handy Heating and Cooling and is owned by John Hall. They are interested in using a commercial rehab program loan on the roof in the spring.
- c. Daycare is doing okay. She could use more kids and there are some maintenance issues but she is making her rent payments.
- d. Nothing further. Meeting adjourned at 1:03 p.m.

SPECIAL MEETING
ECONOMIC DEVELOPMENT AUTHORITY
January 24, 2017
12:00 Noon

PRESENT: Darla Kruser, Vern Peterson, Brian Harder, and Jerry Haberman
ABSENT: Mark Hanson, Steve Syverson, Mike Nelson and Brad Hanson, Clara Johnson and Dean Janzen, Advisors.
STAFF PRESENT: Rob Anderson and Marva Ott
CITY ADMINISTRATOR: Wendy Meyer
GUESTS: Cheryl Hiebert-O/A;

1. Call to Order: Vern called the meeting to order.
2. Consider Real Estate Purchase Agreement from Dearborn Land Investment, LLC: This group is representing Dollar General. The board wanted to hold Lot 1 for gas station/Subway but that is the lot that Dollar General wants or they won't come to Mt. Lake. They are offering \$64,000.00 for 1.6 acres of Lot 1. Blake Martin who is representing the Upland broker group wants us to pay \$10,000.00 to sell the property to Dearborn Land Investment Group. The board discussed the best option for this lot. Jerry would like to see this lot held for a gas station/Subway and not for Dollar General. The board discussed whether \$40,000.00 per lot plus tax abatement on the assessments would work to cash flow. Several things were discussed by the board including lot sizes, and getting better cost estimates on development before we decide. They directed Rob to set up a meeting with Andy Kehren and figure out more cost estimates.
3. Wendy told the board about the communication by email and phone message between her and Ivan Harder regarding the offer to sell us his property and also Rodney Goertzen would possibly be willing to sell his property too. They own approximately 17 acres. After brief discussion a motion was made and seconded by Jerry and Brian to table this discussion until we can get more of an idea of cost estimates. Carried.
4. Rob was directed to contact Casey's again and also talk to the Coop board members to see if either of them would be interested in putting a gas station on the highway. The board felt we need to set up a planning session on how to put businesses out there. Andy Kehren and Justin of Community Venture Network will be invited to the planning session to help with this process. Session will be set for February at a time that works for these two people. The board also directed Rob to talk to the Windom EDA director or Dennis Johnson, city engineer to find out how they did their industrial park.

Nothing further. Meeting adjourned.

Mountain Lake Public Library Board Minutes
January 11, 2017

Members Present: Marci Balderas, Dennis Cords, Vickie Krueger, Diane Englin, Carol Lehman-Director

Members Absent: Barrie Wright

Others Present: Dana Kass, city liaison

The meeting was called to order at 4:25 p.m. by acting chairman, Vickie Krueger.

M/S/P Cords/Englin to approve the minutes of the November 9, 2016. There was no December meeting due to lack of a quorum.

Carol presented the November and December monthly reports indicating 2,694 and 2,433 total circulation and **November and December expenditures** in the amount of \$1,660.42 and \$3,053.54. **M/S/P Englin/Cords** to accept the reports as given and approve the November and December expenditures.

Old Business:

Board members, Diane Englin and Vickie Krueger both agreed to continue serving another term on the library board (1-1-2017 through 12-31-2019).

It was decided to proceed with advertising the part-time library assistant/aide position and Carol was directed to contact city administrator, Wendy Meyer regarding the application process.

New Business:

Carol reported that the Adult Winter Reading Program began January 1 and will continue through March 31, 2017.

Election of Officers: M/S/P Englin/Cords to cast a unanimous ballot to retain Marci Balderas as secretary, Barrie Wright as chairman, and added Vickie Krueger as vice-chairman.

Library Activity report for November and December was reviewed.

Meeting adjourned at 5:20 p.m. by acting chairman, Vickie Krueger.

NEXT MEEING: February 8, 2017 – 4:00 p.m.

Respectfully submitted,

Marci Balderas, secretary

15

CITY OF MOUNTAIN LAKE
PUBLIC LIBRARY REPORT
MONTH OF January, 2017

CIRCULATION AND USE

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

TOTAL CIRCULATION 2,392

Interlibrary loan sent
 Interlibrary loan received

336
282
618

TOTAL ILL

ILL NON SYSTEM 58

RECEIPTS

Cash income _____
 Donations (monetary) _____
 County Revenue _____
 Misc. Revenue _____
 Fines 12.50
 Meeting room rental _____
 Sale of supplies _____

TOTAL RECEIPTS

\$12.50

EXPENDITURES

Books 421.52
 Periodicals 500.04
 Audio-visual 139.87
 Supplies 195.74
 Postage _____
 Miscellaneous 2,301.35
 Telephone 62.21
 Repairs & maintenance 345.00
 Repairs & maint. of equipment _____
 Project expense 243.55
 Capital outlay _____
 Automation 3,315.95
 Gas Utilities 284.64
 TOTAL EXPENDITURES \$7,859.87

(16)

LIBRARY DIRECTOR Carol Lehman

LIBRARY EXPENDITURES - JANUARY 2017

Citizen Publishing Co.	Periodicals - 2 yr. (Observer/Advocate)	\$70.00
Doll Distributing	Supplies	\$30.00
Frontier	Telephone Expense	\$62.21
Dennis Hulzebos	Repairs & Maint.-Janitorial	\$345.00
Ingram	Books	\$373.62
MN Energy Resources	Gas Utilities	\$284.64
PCLS	Automation	\$3,315.95
	Misc. - Delivery 1,450. / eBooks 851.38	\$2,301.35
	Project Expense-WRP 231.35 / SRP 12.20	\$243.55
	Supplies	<u>\$165.74</u>
PCLS	PCLS Total =	\$6,026.59
Star Tribune	Periodicals - 1 yr.	\$430.04
Synchrony Bank/Amazon	Books 47.90 / AV 189.87	<u>\$237.77</u>
	TOTAL	\$7,859.87

2-10-17

To Whom It May Concern:

This letter is to request a one (1) year leave of absence from the Mountain Lake Fire Department. I also request that the year begin from February 1, 2017.

Sincerely,

Audi Nickel

Wendy Meyer

Subject: FW: Open Trench Utility Replacement of CSAH 1

From: Andy Kehren [<mailto:andyke@bolton-menk.com>]
Sent: Thursday, February 16, 2017 9:00 AM
To: 'Wendy Meyer'
Subject: FW: Open Trench Utility Replacement of CSAH 1

Hi Wendy

If the Council is comfortable doing so, it would be nice to authorize advertisement for bids at the February 20th meeting, even though the plans are not complete yet. This would allow us to advertise a bit earlier even though the plan distribution to bidders would not happen until after March 6th. Accelerating the authorization to bid shortens the time delay between council approval, submittal deadline to the newspaper and actual first day the advertisement is published.

Schedule discussed at the Feb. 6 council meeting:

- February 6 – Council authorizes preparation of Plans & Specifications conditioned upon concurrence by the Utility Commission to proceed with the improvements.
- February 9 – Utility Commission concurs to proceed with the watermain and sanitary sewer infrastructure replacement.
- March 6 – Council approves the plans and authorizes advertisement for bids.
- March 29 – Bid Opening
- April 3 – Council considers bids and awards work contingent upon concurrence by the Utility Commission
- April 6 – Utility Commission concurs to award work.
- June 9 – Substantial completion of the work (essentially all work complete except testing of the sanitary sewer main).
- July 14 – Final completion of all work.

Andy

Andrew R Kehren P.E.
Bolton & Menk, Inc.
Phone: 507-794-5541 ext. 2284
Mobile: 507-380-1158
Bolton-Menk.com

Preliminary Project Cost Estimate

Open Trench Replacement of Sanitary Sewer and Watermain on Cottonwood County CSAH 1

- Sanitary Sewer Main and Service Between 3rd Avenue and 6th Avenue
 - Watermain Between 3rd Avenue and 5th Avenue & Cap the Tee at 6th Avenue
- Mountain Lake, Minnesota

January 25, 2017

Filename: H:\MTRK_Genral\2017 General Engineering\CSAH 1 Utility Replacement North of 3rd Street.sht(Sheet)

Item No.	Item Description	Unit	Estimated Unit Price	Sanitary Sewer		Water		Total		
				Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	Estimated Quantity	Estimated Cost	
Surface Restoration										
1	Mobilization & Traffic Control	Lump Sum	\$15,000.00	0.7	\$10,500.00	0.3	\$4,500.00	1	\$15,000.00	
2	Remove Curb and Gutter	Linear Foot	\$5.00	20	\$100.00	0	\$0.00	20	\$100.00	
3	Remove Concrete Driveway Pavement	Square Foot	\$1.50	0	\$0.00	0	\$0.00	0	\$0.00	
4	Salvage Bituminous & Aggregate from Stockpile	Ton	\$6.50	675	\$4,387.50	675	\$4,387.50	1,350	\$8,775.00	
5	Common Excavation (EV)	Cubic Yard	\$9.00	930	\$8,370.00	930	\$8,370.00	1,860	\$16,740.00	
6	Aggregate Base, Class 5 - 12" Depth	Ton	\$17.00	1110	\$18,870.00	1110	\$18,870.00	2,220	\$37,740.00	
7	Common Laborers	Hour	\$70.00	5	\$350.00	5	\$350.00	10	\$700.00	
8	3 Cu Yd Shovel	Hour	\$175.00	2.5	\$437.50	2.5	\$437.50	5	\$875.00	
9	10 Cu Yd Truck	Hour	\$90.00	2.5	\$225.00	2.5	\$225.00	5	\$450.00	
10	1/2 Cu Yd Skid Loader	Hour	\$100.00	2.5	\$250.00	2.5	\$250.00	5	\$500.00	
11	Bituminous Patch - Removal and Replacement	SY	\$60.00	0	\$0.00	0	\$0.00	0	\$0.00	
12	Concrete Curb and Gutter, Design B618	Linear Foot	\$25.00	20	\$500.00	0	\$0.00	20	\$500.00	
13	Construct Concrete Driveway Pavement	Square Foot	\$7.00	0	\$0.00	0	\$0.00	0	\$0.00	
14	Inlet Protection	Each	\$100.00	1	\$100.00	1	\$100.00	2	\$200.00	
Sanitary Sewer System										
15	Connect to Existing Sanitary Sewer Main	Each	\$500.00	4	\$2,000.00			4	\$2,000.00	
16	6" PVC Sanitary Sewer Service - Open Trench	Linear Foot	\$30.00	40	\$1,200.00			40	\$1,200.00	
17	8" PVC Sanitary Sewer - Open Trench	Linear Foot	\$60.00	5	\$300.00			5	\$300.00	
18	10" PVC Sanitary Sewer - Open Trench	Linear Foot	\$60.00	10	\$600.00			10	\$600.00	
19	12" PVC Sanitary Sewer - Open Trench	Linear Foot	\$50.00	760	\$38,000.00			760	\$38,000.00	
20	12" PVC Pipe Sewer - Pipe Bursting Installation	Linear Foot	\$160.00	0	\$0.00			0	\$0.00	
21	Construct Sanitary Sewer Manhole	Linear Foot	\$275.00	36	\$9,900.00			36	\$9,900.00	
22	6" x 12" Service Saddle	Each	\$300.00	1	\$300.00			1	\$300.00	
23	Salvage and Re-Install Casting Assembly - Sanitary	Each	\$400.00	1	\$400.00			1	\$400.00	
24	Casting Assembly - Sanitary	Each	\$750.00	2	\$1,500.00			2	\$1,500.00	
Water System										
25	8" PVC Watermain - Directional Bore Installation	Linear Foot	\$90.00			0	\$0.00	0	\$0.00	
26	6" PVC Watermain - Hydrant Lead	Linear Foot	\$40.00			20	\$800.00	20	\$800.00	
27	8" PVC Watermain	Linear Foot	\$40.00			340	\$13,600.00	340	\$13,600.00	
28	10" PVC Watermain	Linear Foot	\$60.00			5	\$300.00	5	\$300.00	
29	6" Gate Valve & Box	Each	\$1,300.00			1	\$1,300.00	1	\$1,300.00	
30	8" Gate Valve & Box	Each	\$1,800.00			2	\$3,600.00	2	\$3,600.00	
31	Hydrant (8' Bury)	Each	\$3,800.00			1	\$3,800.00	1	\$3,800.00	
32	Watermain Fittings (SBDI)	Pound	\$8.00			400	\$3,200.00	400	\$3,200.00	
33	Connect to Existing Watermain	Each	\$500.00			2	\$1,000.00	2	\$1,000.00	
34	1" Corporation Stop & Saddle	Each	\$350.00			0	\$0.00	0	\$0.00	
35	1" Curb Stop & Box	Each	\$350.00			0	\$0.00	0	\$0.00	
36	1" Water Service	Linear Foot	\$40.00			0	\$0.00	0	\$0.00	
Subtotal Estimated Construction Costs						\$98,290.00		\$65,090.00		\$163,380.00
10% Contingency						\$9,829.00		\$6,509.00		\$16,338.00
Total Estimated Construction Cost						\$108,119.00		\$71,599.00		\$179,718.00
Preliminary, Design and Construction Engineering		18%			\$19,461.42		\$12,887.82		\$32,349.24	
Legal, Interim Financing, Permits & Fees, Misc.		7%			\$7,568.33		\$5,011.93		\$12,580.26	
Additional 3" of Concrete Pavement by County		Lump Sum	\$25,000.00	0.5	\$12,500.00	0.5	\$12,500.00	1	\$25,000.00	
Total Estimated Project Cost						\$147,648.75		\$101,998.75		\$249,647.50

new estimate
 \$29,050 (20)
 (see next page)

**CSAH 1 in Mountain Lake
Between 3rd Street and 6th Street
Cost Estimate for Additional 3-inch Concrete Thickness**

H:\MTLK\S14113282\3_Design\Extra Concrete Pavement Thickness.xlsx]Sheet1

Approximate Length	720 LF
Approximate Width	41.5 Feet
Approximate Area	29,880 Square Feet
Approximate Area	3,320 Square Yards
Concrete Mix 3A21	\$105.00 per Cubic Yard
Concrete Mix 3A21	\$2.92 per Square Yard per Inch Depth
3" Depth Additional Concrete Mix 3A21	\$8.75 per Square Yard
Estimated Additional Mix Cost for 3" Concrete Depth	\$29,050

2. Report Summary



Guaranteed Energy Savings Program - Preliminary Project Pro Forma City of Mountain Lake

Project Implementation Cost	\$ 249,289
Invest Grade Audit Fee	\$ 5,424
Bond Counsel Fee	\$ - Included
Total Project Price	\$ 254,713
Rebates, Incentives & Grants	\$ 14,656
Capital Contribution	\$ -
(Cash Contribution to Project)	\$ 14,656
Financed amount of Project	\$ 240,056
Financing Costs during Construction	\$ 7,202
Total Amount Financed	\$ 247,258

A	B	C	D	E	F	G	H	I	J
Year	Energy Savings	Operations & Maintenance Savings	Total Program Savings	Lease Payments	Measurement & Verification Fee	M&V Third Party Review	Total Program Costs	Net Savings	Cumulative Net Savings
Annual Escalation Rate	2.48%	3.0%			3.0%				
Construction									
1	\$ 16,124	\$ 4,149	\$ 20,274	\$ 16,530	\$ 2,493	\$ 322	\$ 19,346	\$ 928	\$ 928
2	\$ 16,524	\$ 4,274	\$ 20,798	\$ 16,530	\$ 2,568	\$ 330	\$ 19,428	\$ 1,370	\$ 2,298
3	\$ 16,934	\$ 4,402	\$ 21,336	\$ 16,530	\$ 2,645	\$ 339	\$ 19,514	\$ 1,822	\$ 4,120
4	\$ 17,354	\$ 4,534	\$ 21,888	\$ 16,530	\$ 2,724	\$ 347	\$ 19,601	\$ 2,287	\$ 6,406
5	\$ 17,785	\$ 4,670	\$ 22,454	\$ 16,530	\$ 2,806	\$ 356	\$ 19,692	\$ 2,763	\$ 9,169
6	\$ 18,226	\$ 4,810	\$ 23,036	\$ 16,530	\$ 2,890	\$ 365	\$ 19,785	\$ 3,251	\$ 12,420
7	\$ 18,678	\$ 4,954	\$ 23,632	\$ 16,530	\$ 2,977	\$ 374	\$ 19,880	\$ 3,751	\$ 16,171
8	\$ 19,141	\$ 5,103	\$ 24,244	\$ 16,530	\$ 3,066	\$ 383	\$ 19,979	\$ 4,265	\$ 20,436
9	\$ 19,615	\$ 5,256	\$ 24,871	\$ 16,530	\$ 3,158	\$ 392	\$ 20,080	\$ 4,791	\$ 25,227
10	\$ 20,102	\$ 5,414	\$ 25,516	\$ 16,530	\$ 3,253	\$ 402	\$ 20,185	\$ 5,331	\$ 30,558
11	\$ 20,600	\$ 5,576	\$ 26,177	\$ 16,530	\$ 3,350	\$ 412	\$ 20,292	\$ 5,884	\$ 36,442
12	\$ 21,111	\$ 5,743	\$ 26,855	\$ 16,530	\$ 3,451	\$ 422	\$ 20,403	\$ 6,451	\$ 42,893
13	\$ 21,635	\$ 5,916	\$ 27,551	\$ 16,530	\$ 3,554	\$ 433	\$ 20,517	\$ 7,033	\$ 49,927
14	\$ 22,171	\$ 6,093	\$ 28,265	\$ 16,530	\$ 3,661	\$ 443	\$ 20,635	\$ 7,630	\$ 57,557
15	\$ 22,721	\$ 6,276	\$ 28,997	\$ 16,530	\$ 3,771	\$ 454	\$ 20,755	\$ 8,242	\$ 65,798
16	\$ 23,285	\$ 6,464	\$ 29,749	\$ 16,530	\$ 3,884	\$ 466	\$ 20,880	\$ 8,869	\$ 74,668
17	\$ 23,862	\$ 6,658	\$ 30,520	\$ 16,530	\$ 4,000	\$ 477	\$ 21,008	\$ 9,513	\$ 84,180
18	\$ 24,454	\$ 6,858	\$ 31,312	\$ 16,530	\$ 4,120	\$ 489	\$ 21,140	\$ 10,172	\$ 94,352
19	\$ 25,061	\$ 7,064	\$ 32,124	\$ 16,530	\$ 4,244	\$ 501	\$ 21,275	\$ 10,849	\$ 105,201
20	\$ 25,682	\$ 7,275	\$ 32,958	\$ 16,530	\$ 4,371	\$ 514	\$ 21,415	\$ 11,542	\$ 116,743
21	\$ 26,319	\$ 7,494	\$ 33,813	\$ -	\$ -	\$ -	\$ -	\$ 33,813	\$ 150,556
22	\$ 26,972	\$ 7,719	\$ 34,690	\$ -	\$ -	\$ -	\$ -	\$ 34,690	\$ 185,246
23	\$ 27,641	\$ 7,950	\$ 35,591	\$ -	\$ -	\$ -	\$ -	\$ 35,591	\$ 220,837
24	\$ 28,326	\$ 8,189	\$ 36,515	\$ -	\$ -	\$ -	\$ -	\$ 36,515	\$ 257,352
25	\$ 29,029	\$ 8,434	\$ 37,463	\$ -	\$ -	\$ -	\$ -	\$ 37,463	\$ 294,814
Totals	\$ 549,352	\$ 151,273	\$ 700,625	\$ 330,605	\$ 66,985	\$ 8,221	\$ 405,811	\$ 294,814	\$ 1,964,300

Notes By Column:

- A Year - Guarantee Year after implementation of project.
- B Total Energy Savings - escalated by an annual rate to account for inflation.
- C Operational and Maintenance Savings - escalated by an annual rate to account for inflation.
- D Total Program Savings - are the sum of Columns (B) and (C).
- E Lease Payment - sum of annual lease payments to lessor. Actual rates will be determined at closing.
Term of Lease Years. Annual interest rate of Lease
- F Measurement and Verification Fee - ESCO's Fee for M&V Services escalated by an annual rate to account for inflation.
- G M&V Third Party Review - 2% of Energy Savings reserved for optional Third Party review of Annual Measurement and Verification Report.
- H Total Program Costs - are the sum of Columns (E), (F) and (G).
- I Net Savings - equals Total Program Savings less Total Program Costs, Columns (D) minus (H).
- J Cumulative Net Savings - sum of annual net savings.

22

GUARANTEED ENERGY SAVINGS CONTRACT
By and Between
City of Mountain Lake and
McKinstry Essention, LLC

This Guaranteed Energy Savings Contract ("Agreement"), is made by and between City of Mountain Lake, P.O. Box C, Mountain Lake, MN 56159 ("Client") and McKinstry Essention, LLC., a Washington limited liability company, with its principal place of business at 5005 3rd Ave. S., Seattle, WA 98134 ("McKinstry"). Client and McKinstry may be referred to as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Client is authorized under Minnesota Statute 471.345 subd.13, (the Statute") to enter into guaranteed energy savings agreement with a qualified provider not exceeding twenty (20) years for the purpose of implementing comprehensive utility cost-savings measures to improve the energy efficiency of a municipal facility provided the cost of implementing the measures will not exceed the amount to be saved in utility operation and maintenance costs over a twenty (20) year period and the qualified provider provides a written guarantee that the energy or operating cost savings will meet or exceed the cost of the system; and

WHEREAS, McKinstry was selected as a qualified provider by the Minnesota Department of Administration through a Guaranteed Energy Savings RFQ in March of 2016; and

WHEREAS, McKinstry represents that it is qualified, willing and able to responsibly act as guarantor for energy, operational and maintenance cost savings (the "Savings"), and to provide or to arrange for lease-purchase financing as hereafter set forth;

WHEREAS, Client has reviewed the Project Costs and Savings and believes it to be reasonable and accurate;

WHEREAS, Client is authorized under the Statute to make payments required by the Lease Purchase Contract from the Savings obtained from the installation of the utility cost savings measures described herein; and

WHEREAS, Client has published notice of, and held a meeting in which it proposed to award this contract, the names of the parties to this contract, and the contract's purpose; and

WHEREAS, McKinstry enters into this Agreement in reliance on Client's representations concerning the appropriateness and validity of the procurement mechanism(s) under which this Agreement is procured and Client acknowledges such reliance by McKinstry;

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties hereto agree as follows:

1. Definitions, Exhibits and Attachments

1.1. Definitions. The terms defined in this section shall, for all purposes of this Agreement, have the meaning herein specified.

"Change" means substitutions, additions, or deletions within the scope of the Agreement as expressly approved in writing by Client.

"Completion Date" means the date on which Client issues the Certificate of Completion and Acceptance.

"Extra Work" means work outside the scope of this Agreement.

"Guarantee Commencement Date" shall be the Completion Date.

"Guarantee Term End Date" shall be the date on which McKinstry's guarantee term ends.

"Guarantee Year" means each twelve (12) month period during the Term of this Agreement, beginning on the Completion Date.

"Lessor" means the financing company with which Client has executed the Lease Purchase Contract.

"Measured and Verified Savings" means Utility Savings calculated using generally accepted engineering methods that will be reconciled during Guarantee Year.

"Pre-agreed Savings" means Utility Cost Savings calculated using generally accepted engineering methods when actual measurements are impossible or not cost effective.

"Total Actual Savings" means the sum of the reconciled Utility Cost Savings, and the Operation and Maintenance Cost Savings.

"FIM" means Facility Improvement Measure, and has the same meaning as "Energy Conservation Measure" under the Statute.

"Utility Savings" means the difference between the utility consumption under the pre-contract conditions and the utility consumption after the "Work" has been completed under the contract. Utility savings shall be calculated in comparison to an established baseline of utility consumption.

"Work" means duties set forth in Section 4 and in Exhibit A.

"Working Days" means Monday through Friday excluding Minnesota State holidays.

1.2. Exhibits. The following Exhibits are attached hereto and made a part hereof thereby:

- Exhibit A: Facility Description and Scope of Work
- Exhibit B: Schedule of Payments
- Exhibit C1: Certificate of Substantial Completion for Warrantee
- Exhibit C2: Certificate of Project Completion and Acceptance
- Exhibit D: Facility Operating Parameters & Utility Savings Calculation Methods
- Exhibit E: Performance Guarantee
 - Exhibit E1: Breakdown of Guarantee Savings*
 - Exhibit E2: Summary of Guarantee Savings*
 - Exhibit E3: Guarantee Reconciliation*
 - Exhibit E4: Technical Service Agreement*
 - Exhibit E5: Annual Operations & Maintenance and Capital Cost Avoidance Savings*
- Exhibit F: Contractor's Measurement and Verification Responsibilities
 - Exhibit F1: Contractor's Training Responsibilities*
- Exhibit G: Client's Maintenance Responsibilities
- Exhibit H: General Requirements
 - Exhibit H1: Site-specific Requirements*
- Exhibit I: Project Schedule
- Exhibit J: Insurance Coverage
- Exhibit K: Payment and Performance Bond Form

- Exhibit L: Affirmative Action Certificate of Compliance
- Exhibit M: Prevailing Wage

2. Term of Contract

2.1. Effective Date. The Effective Date of this Agreement shall be the date all signatures required have been obtained. McKinstry shall not begin Work under this Agreement until this Agreement is fully executed and McKinstry has been notified by Client's Contact to begin the Work.

2.2. Term. Unless otherwise canceled or terminated, this Agreement shall expire twenty (20) years after the Completion Date.

3. Contacts

For the purpose of administration of this Agreement, the following individuals will be the contact personnel authorized to speak on behalf of the respective parties.

3.1. Client Contact: Wendy Meyer, City Clerk/Administrator, (hereafter "Client Contact"). McKinstry shall render all services pursuant to this Agreement under the direction of the Client Contact or the designated representative.

3.2. McKinstry Contact: Ed Zepeda, (hereafter "McKinstry Contact"). Client shall provide all the direction and supervision pursuant to this Agreement under the direction of the McKinstry Contact or the designated representative.

4. McKinstry's Duties

4.1. Equipment and Materials. McKinstry shall provide all materials, and equipment necessary to perform this Agreement, as more specifically described in Exhibit A. McKinstry shall provide Client with specifications, drawings, cut sheets, and other information required by Client regarding the materials and equipment for review, acceptance and approval pursuant to Section 5 prior to implementation of the FIM's.

4.2. Installation Services. McKinstry shall install, replace and refurbish equipment and energy systems components at the Facility, as more specifically described in Exhibit A. McKinstry shall provide Client with specifications, drawings, and other information required by Client regarding installation, replacement and refurbishment for review, acceptance and approval pursuant to Section 5 prior to implementation of the FIM's. McKinstry shall provide the installation, replacement and refurbishment services with minimum interruption to the normal business of the Facility. McKinstry shall perform all Work under this Agreement according to the schedule set forth in Exhibit I.

4.3. Measurement and Verification Responsibilities. McKinstry shall provide the Measurement and Verification Responsibilities as described in Exhibit F.

4.4. Damaged Facilities to be restored. Where McKinstry, subcontractors or any of its agents, causes damage to any part of the Facility during the Work, McKinstry shall restore or replace the damaged part to its original condition or to the reasonable satisfaction of Client as determined by the Client Contact.

4.5. Personnel. McKinstry shall secure, at its own expense, all personnel required in the performance of this Agreement. Such personnel shall not be deemed employees of Client for any purposes whatsoever. McKinstry further represents that all of the services required hereunder will be performed by McKinstry or under its supervision, all personnel so engaged shall be fully qualified and authorized under applicable law to perform such services, and that McKinstry is responsible for all Work of its subcontractors and agents.

4.6. Cleanup. McKinstry shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, McKinstry

shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

4.7. Safety. McKinstry shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work. McKinstry shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property.

4.8. Disposal Manifests. McKinstry shall provide to the Client Contact copies of all records (e.g., manifests, disposal facility receipt, etc.) which indicate that McKinstry has disposed of any and all equipment, including lamps, and ballasts.

4.9. Training by McKinstry. McKinstry shall conduct training program described in Exhibit F1.

4.10. Notice of Work Completion. After McKinstry has performed all Work, McKinstry shall submit a written Notice of Work Completion to the Facility's Client Contact as described in Exhibit C.

4.11. Compliance. McKinstry shall ensure that all Work complies with current local, state, and federal construction and environmental codes and regulations.

5. Acceptance.

5.1. Authority. The Client Contact shall review and approve specifications, drawings, and related documents concerning the Work ("Construction Documents"), to approve and accept all equipment, materials and services, and to approve McKinstry's invoices for payment. No approval by the Client will act as a waiver of the Client's rights hereunder or relieve McKinstry of its obligations hereunder.

5.2. Construction Documents. During the construction period, McKinstry shall keep copies of Construction Documents at the Facility for review by Client at all reasonable hours and shall provide a complete set to the Client upon completion of each portion of the work.

5.3. Satisfactory Performance. Within fifteen (15) Working Days of receipt of an invoice, Client shall have the right to review the Work performed by McKinstry on the Facility, for purposes of determining whether the Work is deemed satisfactory. Where Client finds the Work performed by McKinstry unsatisfactory, the Client Contact shall provide McKinstry with a written notice of unsatisfactory Work within thirty (30) days of its receipt of McKinstry's invoice. McKinstry shall provide to Client contact a reasonably satisfactory remediation plan for the Work within ten (10) Working Days after receiving the Client Contact's notice of unsatisfactory Work. When the invoiced Work has been completed to the satisfaction of the Client Contact, the Client Contact shall approve the invoice for payment. See Exhibit B for the schedule of payments.

5.4. Substantial Completion. Substantial Completion means the date that the Work, or designated portion of, has been sufficiently completed in accordance with the Work as listed in this Agreement and any applicable amendments thereto as to allow the Client to occupy or utilize the Work, or designated portion of, for the use for which it is intended, without unscheduled disruption of said systems and/or equipment. Upon receipt of the written Notice of Work Completion documents by McKinstry as described in Exhibit C1, the Client Contact shall review all Work and all project documents within fifteen (15) Working Days. The Client hereby acknowledges the commencement of warranties on such date. In the event the Client reasonably determines that additional work is required to complete the project, it shall inform McKinstry, and McKinstry shall perform the additional work in accordance with a mutually agreed upon or otherwise prompt schedule.

5.5. Final Completion. Upon receipt of the written Notice of Work Completion and project completion documents by McKinstry as described in Exhibit C2, the Client Contact shall review all Work and all project completion documents within fifteen (15) Working Days. Upon approval of all Work and project completion documents, the Client Contact shall send the dated Certificate of Completion documentation C2 to all parties to certify Final Completion and Acceptance of the Work.

6. General and Site Specific Requirements

In order to minimize disruption of the use of the buildings, the parties agree to the "General Requirements" and "Site Specific Requirements", as set forth in Exhibits H1 and H2 respectively, attached hereto and made a part hereof thereby.

7. Change and Extra Work.

7.1. Amendments of Agreement and Exhibits. The Parties expressly recognize, prior to the Completion Date, that there may be Change or Extra Work, either at the request of Client or at the suggestion of McKinstry; but in each event upon a mutual agreement that the proposed Change or Extra Work is proper. The Parties also recognize that the correct interpretation and administration of this Agreement depends in large part on the accuracy of all of the exhibits attached hereto, which may need to be amended according to the type of Change or Extra Work agreed to by the Parties, and therefore the Parties agree to amend this Agreement or the exhibits hereto as appropriate to reflect the agreed upon Change or Extra Work. Any "Change" or "Extra Work" providing for price or project schedule adjustments or relief will be made in accordance with the procedures established herein.

7.2. Client Initiated. Client, at any time prior to the Completion Date, may propose "Changes" or "Extra Work" in writing. McKinstry shall respond by submitting to Client a proposed written proposal containing the initial cost, annual energy and annual utility, operational and maintenance cost savings, payback period, and a schedule for completion of the Change or Extra Work within ten (10) Working Days of Client's request. McKinstry shall perform the Changes or Extra Work only upon receipt of Client's approval of the written proposal and after execution of an amendment to this Agreement when an amendment is required for performance of the Extra Work or Changes. Any Change or Extra Work performed by McKinstry which is not approved by Client's Contact in writing shall not be approved for payment and will not be included in the final scope of Work. The Parties will amend Exhibits A, B, and C, and any other exhibit, which will be affected by the Change and/or Extra Work accordingly.

7.3. McKinstry Initiated. McKinstry, at any time prior to the Completion Date, may propose "Changes" or "Extra Work" in writing. McKinstry shall submit to Client a written proposal that explains the circumstances for the change, initial cost, annual energy and utility, operational and maintenance cost savings, payback calculations and a schedule for completion of the Change or Extra Work. Client may accept or reject the request within ten (10) Working Days. Failure by Client to respond within ten (10) Working Days to the proposed change order shall be deemed a rejection by Client. Notwithstanding the foregoing, Client may accept or reject the request within thirty (30) days if the request is above the Board approved contingency amount, or otherwise requires Board approval. McKinstry shall perform the Changes or Extra Work only upon receipt of Client's approval of the written proposal and after execution of an amendment to this Agreement when an amendment is required for performance of the Extra Work or Changes. The Parties will amend Exhibits A, B, and C, and any other exhibit, which will be affected by the Change and/or Extra Work, accordingly.

8. Consideration and Payment

8.1. Total Obligation. The Client's total obligation to McKinstry under this Agreement, including compensation for goods, services, and reimbursable expenses, shall not exceed **\$249,289.00** without the prior written approval of the Client.

8.2. Payment

A. Invoices. Client will pay McKinstry after McKinstry presents an invoice for the Work completed and the Client Contact accepts the invoice. Invoices must be submitted timely and according to the schedule contained in Exhibit B. Payment shall be made within 10 days following the receipt of a correct and proper invoice for the completed delivery of the product or services. If the invoice is incorrect, defective, or otherwise improper, Client will notify McKinstry within ten (10) Working Days of discovering the error. Thirty percent of the total obligation shall be paid to McKinstry upon commencement of the Work as a mobilization fee. McKinstry will be entitled to interest at the rate allowed by law on all sums overdue and unpaid from the due date.

B. Conditions of Payment. All services provided by McKinstry under this Agreement must be performed to Client's satisfaction, in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. McKinstry will not receive payment for Work found by Client to be unsatisfactory or performed in violation of federal, state, or local law.

9. McKinstry's Energy Savings Guarantee

9.1. Guarantee Term. The term of McKinstry's Guarantee shall be the Term of the Agreement but the guarantee shall not survive any earlier cancellation or termination of this Agreement. McKinstry's guarantee will be terminated if the Technical Services Agreement - Performance Assurance Services are cancelled by the Client.

9.2. Total Guaranteed Savings. McKinstry guarantees that the amount to be saved in utility costs over the term of this Agreement shall be at least the "Total Guaranteed Savings" as set forth in Exhibit E which Total Guaranteed Savings are sufficient to satisfy the Total Lease Purchase Payment required under the Lease Purchase Contract.

9.3. Annual Meetings. Client and McKinstry shall meet at least once annually for the purpose of, reviewing utility loads, changes in utility rates, operating hours and maintenance issues of equipment installed under this contract, for the previous Guarantee Year. At each annual meeting, Client will provide McKinstry with the applicable utility rates for the previous Guarantee Year. The Parties agree to hold the Annual Meeting within thirty (30) Working Days after the final month of each Guarantee Year. In the event of chronic or material equipment failure, Client and McKinstry will meet within a reasonable time after a request by the Client to discuss a timely cure for the failure.

9.4. Guarantee Reconciliation

McKinstry shall perform a guarantee reconciliation at the end of each Guarantee Year and submit a guarantee reconciliation report with updated Exhibits E2 and E3 to the Client Contact within forty-five (45) Working Days of each Guarantee Year anniversary, and at the Guarantee Term End Date. McKinstry shall calculate the Total Actual Savings as set forth in Exhibit E3 for the immediately previous Guarantee Year. In the event that the Total Actual Savings realized by Client are less than the Guaranteed Savings, McKinstry shall remit an amount equal to such deficiency to Client within forty-five (45) Working Days of the guarantee reconciliation submittal or as otherwise mutually agreed upon by both parties. Performance in excess of the baseline of the guarantee in any period(s) shall be credited toward other period(s) where performance is below the baseline of the guarantee for such other period(s) and shall offset such performance shortfalls in those other period(s).

9.5. Survival

This Section 9 survives the expiration of the term of the Agreement only for the purpose of allowing McKinstry to complete a final Guarantee Reconciliation and final payment of any savings deficiencies. McKinstry's guarantee will be terminated if the Technical Services Agreement - Performance Assurance Services are cancelled by the Client.

10. Client Responsibilities.

Client agrees to perform the following tasks in addition to those set out in Exhibit G of this Agreement:

10.1. Daily Operations. After acceptance by Client of the Work performed by McKinstry according to Section 5, Client shall be responsible for all routine maintenance as set out in the original equipment manufacturer's documentation provided by McKinstry to the Client. Exhibit D contains a set of operating parameters that need to be maintained to obtain the Utility Cost Savings and the Operation and Maintenance Cost Savings outlined in Exhibit E1.

10.2. Automatic Functions. To protect public health and safety, or Client property, Client may manually override any automatic function provided by McKinstry's equipment furnished hereunder,

or make changes in operating procedures specified. In that event, the Parties shall make the necessary changes to the established baseline.

10.3. Access. Client shall grant McKinstry reasonable access to the Facility to perform McKinstry's Verification Responsibilities described in this Agreement.

10.4. Energy Management System: Client shall provide standard energy management system reports to McKinstry for Guarantee Reconciliation when requested by McKinstry.

11. Insurance.

McKinstry shall maintain in full force and effect, at its expense, property, casualty, worker's compensation and liability insurance as specifically described in Exhibit J. The insurance is for the benefit of the Facility. In the event of loss or damage to the property under this Contract, loss payment will be made in favor of the Facility.

12. Asbestos/Hazardous Materials.

McKinstry shall have no obligation to remove asbestos or other hazardous materials encountered during the Work performed under this Agreement. Any removal of asbestos or other hazardous material shall be the sole responsibility of Client. In the event McKinstry encounters asbestos or other hazardous material, McKinstry shall stop all Work immediately and shall notify Client at once to determine the appropriate action. Any delay in completion of the Work according to the completion schedule in Exhibit I caused by McKinstry's encounter with asbestos or other hazardous material and Client's determination of appropriate action to correct the situation shall not constitute an Event of Default. Where a delay under this section will be for a significant amount of time, as determined by the parties, but where the Work under this Agreement is otherwise substantially complete, the parties agree to amend this Agreement appropriately so that payment hereunder can begin notwithstanding the delay caused hereunder.

13. Indemnification.

McKinstry shall defend, indemnify and save and hold harmless Client, its agents and employees, from and against any and all claims, demands, or causes of action, and damages, including all attorney's fees incurred by Client, arising out of the performance of this Agreement by McKinstry or McKinstry's agent, employees, or subcontractors, but only to the extent of McKinstry's fault. This section shall not be construed to bar any legal remedies McKinstry may have for Client's failure to fulfill its obligations pursuant to this Agreement.

14. Bonds.

McKinstry shall furnish performance and payment bonds (the "Bonds"), each in an amount equal to the Construction Cost. The Bonds shall cover completion of the physical work per the approved design, and shall not cover any design obligation or any guarantee or warranty of efficiency or system performance. The Bonds shall not cover any obligation of the contractor to ensure that the work as constructed will result in any particular level of energy savings. Any suit on the Bonds must be brought within the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit. Payment Bond is intended for the use and benefit of all persons furnishing labor and materials who are engaged by McKinstry. Performance Bond is intended for the use and benefit of the Client to complete the work as described in Exhibit A. These bonds shall be released within thirty (30) Working Days of the Completion Date. The surety for each such bond shall be an insurance company or corporate surety licensed to do business in the state. The bonds shall contain a provision requiring reasonable advance notice to Client in the event that McKinstry is in default of any obligation in relation to the bond. An example of the Payment and Performance Bond required by this Section 14 is contained in Exhibit K, attached hereto and incorporated herein by reference. McKinstry may at its sole option furnish a retention bond in lieu of Customer withholding retainage on invoices. Retainage shall not exceed the minimum amount required by law, if any.

15. Representations and Warranties.

15.1. McKinstry warrants and represents to Client as follows:

A. It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder.

B. Its execution, delivery, and performance of this Agreement have been duly authorized by, and are in accordance with, its organic instruments; this Agreement has been duly executed and delivered for it by the signatories so authorized; and it constitutes its legal, valid and binding obligation.

C. Its execution, delivery, and performance of this Agreement will not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected.

D. It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.

E. It has made secure provisions for promptly paying all its suppliers and subcontractors in connection with this Agreement.

F. It has prepared the Engineering Report in good faith based on generally accepted engineering practices and mathematical formula.

G. It has all right, title and interest in, or appropriate licenses to use, any intellectual property required by this Agreement to be installed, employed, or modified.

H. The services performed under this Agreement will be of high professional standards and quality. To the extent consistent with other specific terms and warranties of the Agreement, McKinstry further represents that all services and goods provided under this Agreement: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; and (iii) comply with all applicable laws, codes and regulations.

15.2. McKinstry's Warranty/Assignment of Manufacturer's Warranty. McKinstry expressly warrants to Client that all equipment (including the material supplied by McKinstry) installed as part of this Agreement are new, in good and proper working condition and all Work performed under this Agreement shall be free from material defects and protected by appropriate written warranties covering all parts and equipment performance. McKinstry agrees to deliver all warranty documentation to the Client Contact. McKinstry agrees that Client will pursue rights and remedies against manufacturer for equipment under warranties in the event of equipment malfunction or improper or defective function, and defect in parts, workmanship and performance. McKinstry agrees to cooperate with Client in enforcing warranties.

All warranties shall be transferable and extend to Client. The warranties shall specify that only new and non-reconditioned parts may be used and installed when repair is necessitated by malfunction.

All warranties required hereunder shall be in force for a minimum of one year from the date of installation per Exhibit C.

16. Events of Default

16.1. Default by Client. Each of the following events or conditions shall constitute an "Event of Default" by Client:

A. Failure to make payments in accordance with Section 8 of this Agreement.

B. Any other material failure to perform or comply with the terms and conditions of this Agreement, including breach of any covenant or duty contained herein, provided that such failure continues for thirty (30) Working Days after written notice to Client demanding that such failure to perform be cured or, if cure cannot be effected in such thirty (30) Working Days, without commencement of a cure and diligent good faith effort by Client to cure within a reasonable time. In the event the default is cured within said periods, this Agreement shall remain in full force and effect

16.2. Default by McKinstry. Each of the following events or conditions shall constitute an "Event of Default" by McKinstry:

A. The installation of the materials and equipment is not completed in a timely or satisfactory manner, according to the terms of this Agreement, provided however that McKinstry shall have thirty (30) Working Days from receipt of written notice that it is in default to cure said default. In the event the default is cured, this Agreement shall remain in full force and effect.

B. Any representation or warranty furnished by McKinstry in this Agreement, which is false or misleading in any material respect when made.

C. Any other material failure by McKinstry to perform or comply with the terms and conditions of this Agreement, including breach of any covenant or duty contained herein, provided that such failure continues for thirty (30) Working Days after written notice to McKinstry demanding that such failure to perform be cured, or if cure cannot be effected in such thirty (30) Working Days, without commencement of a cure and diligent subsequent completion thereof. In the event the default is cured within said period, this Agreement shall remain in full force and effect.

17. Remedies Upon Default

17.1. Default by Client. Upon the occurrence of an Event of Default by Client, McKinstry may elect to enforce one or more of the following remedies:

(a) Terminate this Agreement by delivery of a notice declaring termination, whereupon McKinstry may enter the premises on which the Work is being performed and remove McKinstry's property;

(b) Seek damages in the amount of all payments, then or thereafter owing from Client to McKinstry pursuant to this Agreement, together with all costs and expenses reasonably incurred in exercise of its remedies (including reasonable attorneys' fees and court costs) in seeking and enforcing any or all of the remedies provided in this section;

(c) Seek specific performance of the terms and conditions of this Agreement to the extent permitted by law, including without limitation injunctive relief where appropriate; and/or

(d) Suspend further provision of the Services.

If delivery of the Services has been suspended as a result of Client's default and Client and McKinstry agree to arrange for the reinstatement of the delivery of the Services, Client shall pay to McKinstry a performance reinstatement fee in such amount or amounts, and payable on such date or dates as shall be reasonably acceptable to McKinstry, as will reimburse McKinstry for its actual costs (including overhead) to be incurred in reinstating delivery of the Services; provided, however, that nothing herein shall obligate McKinstry to reinstate the delivery of Services.

17.2. Default by McKinstry. Upon the occurrence of an Event of Default by McKinstry, Client shall have the right to:

(a) Seek specific performance of the terms and conditions of this Agreement to the extent permitted by law, including without limitation injunctive relief where appropriate;

(b) Terminate the Agreement by delivering a notice declaring termination (permitting McKinstry to enter the Premises and remove all of its Property); and/or

(c) Seek damages including all costs and expenses reasonably incurred in exercise of its remedies (including reasonable attorneys' fees and court costs).

18. Termination.

18.1 For Uncured Breach. Either party may terminate this Agreement thirty (30) days after written notice to the other party of any material breach of this Agreement by such party that has not been cured within such thirty (30) day period (an "Event of Default"). The notice must set

forth the nature of the breach with reasonable specificity. Notwithstanding the foregoing, McKinstry shall have the right to terminate this Agreement if Client fails to pay any amounts due hereunder within five (5) days after written notice.

18.2 Bankruptcy. In addition to Section 18.1 and any other rights it may have at law or in equity, either party may terminate and without liability suspend all activity related to this Agreement immediately if the other party is adjudicated a bankrupt, ceases to do business as a going concern, makes an assignment for the benefit of creditors, permits the appointment of a receiver, or otherwise avails itself of or becomes subject to any bankruptcy or insolvency statute.

19. Dispute Resolution The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, MCKINSTRY and CUSTOMER each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. MCKINSTRY and CUSTOMER will first attempt to resolve disputes or disagreements with discussions between MCKINSTRY's Representative and CUSTOMER's Representative which shall conclude within thirty (30) days of the written notice unless the CUSOTMER and MCKINSTRY mutually agree otherwise. If after meeting, the Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the CUSTOMER and MCKINSTRY and consistent with the mediator's schedule, the mediation shall commence within sixty (60) days of the submission of the dispute to mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, and the Parties have not mutually agreed to extend the mediation period, then either Party may pursue binding arbitration. In arbitration, the Parties shall mutually select an arbitrator, and the non-prevailing Party shall reimburse the prevailing Party for all of its reasonable attorneys' fees, costs, and expenses related to the arbitration.

20. General Provisions

20.1. Governing Law, Jurisdiction and Venue: This Agreement is governed by the laws of the state where the Project is located. The venue for any proceedings is agreed to be in the county where the Project is located, and McKinstry consents to such jurisdiction. McKinstry shall incorporate the requirements of this Section in its agreements with subcontractors, consultants, and independent contractors in connection with this Agreement.

20.2. Conditions Beyond Control of McKinstry. Neither party will be responsible for any failure to comply with, or for any delay in performance of, the terms of this Agreement where the failure or delay is due to acts of God or the public enemy, war, riot, embargo, fire, explosion, sabotage, flood, strikes, labor disputes, default of subcontractors, accident; or, without limiting the foregoing, any circumstances of like or different character beyond its control (collectively, "Force Majeure Event"). If either party is unable to perform under this Agreement for more than sixty (60) due to a Force Majeure Event, then the other party may terminate this Agreement upon fifteen (15) days' written notice.

20.3. Notices and Changes of Address.

All notices to McKinstry shall be written, shall be sent via certified mail or a national courier service or personally delivered, shall consist of one original to Attn: General Counsel, McKinstry, 5005 3rd Ave. S., Seattle, WA 98134, and one original to the primary McKinstry contact for the Work, and shall be deemed delivered when received by the General Counsel.

20.4. Successors and Assigns.

McKinstry binds itself jointly and severally, his successors, executors, and administrators to Client in respect to all covenants of this Agreement. McKinstry shall not assign or transfer any part of its interest in this Agreement.

20.5. Permits. McKinstry shall be responsible for obtaining all governmental permits, consents, and authorizations as may be required to perform its obligations hereunder.

20.6. Compliance by McKinstry's Subcontractors and Consultants. McKinstry shall provide and require in all of its contracts or subcontracts with other parties who provide services in regard to performance of this Agreement that such subcontractors, consultants, or other parties contracting with McKinstry with regard to performance of this Agreement shall comply with those requirements of Minnesota law specified herein and otherwise required of persons performing work for the Client of the type contemplated under this Agreement. McKinstry and its sub-contractors will not file a mechanics lien against Client's real property in connection with this Agreement; McKinstry agrees to indemnify and hold harmless Client per section 13 of this Agreement.

20.7. Payment to Subcontractors. McKinstry agrees that it shall pay and shall require its subcontractors and other persons to pay to all laborers, workers, and mechanics performing work at the Facility at least those prevailing wage rates as are required under Minnesota Statute.

20.8. No Waiver. The failure of McKinstry or Client to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of McKinstry or Client. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply only to the instance to which such a waiver is directed.

20.9. Complete Agreement. This Agreement, when executed, together with all exhibits attached hereto as provided for by this Agreement, shall constitute the entire agreement between both parties and this Agreement may not be amended, modified or terminated except in writing signed by the parties hereto. The terms and conditions contained in this Agreement shall govern and shall take precedence over any different or additional terms and conditions which McKinstry may have included in any documents attached to or accompanying this Agreement. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

20.10. Severability. In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or unconscionable.

20.11. Recitals. The background recitals set forth at the beginning of this Agreement are expressly incorporated into and made an integral part of the body of this Agreement and the terms of the Recitals fix the obligations of the parties and are binding upon them in the same way and to the same extent as all other provisions of this Agreement.

20.12. Headings. The headings of all provisions are for ease of reference only. The headings in no way define, limit or describe the scope, intent or obligations of the provisions of this Agreement and therefore are not to be used in construing this Agreement.

20.13. Amendments. Amendments to this Agreement shall be valid only if they are in writing and are signed by the same parties, or their successors in office, who signed the original Agreement.

20.14. Limitation on Liability. In no event shall the parties be liable to one another for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this agreement. Client obligation, and McKinstry's liability, under this Agreement shall not exceed the amount set forth in Section 8.1, subject to adjustments for changes or claims for extra work.

20.15. Ownership of Works and Intellectual Property Rights. For the purposes of this paragraph, the term "Works" includes creative writings, research data and reports, writings, sound recordings, pictorial reproductions, drawings, film and video recordings, and other graphical representations, software, business methods, inventions, improvements, and discoveries, and works of any similar nature (whether or not eligible for copyright, trademark, patent or other proprietary rights), which are to be prepared for the Client and delivered under this Agreement. It does not include any of McKinstry's background intellectual property. Ownership of the Works and all copyrights, trademarks, patents and other proprietary rights in the Works shall be owned exclusively by McKinstry. Notwithstanding the foregoing, the Client shall have a license to utilize the Works to maintain its equipment or to complete the Work in the event of a termination of McKinstry for cause. The Client shall not have a license to use the Works for any other project.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CLIENT:

MCKINSTRY:

By (Name): _____

By (Name): _____

By (Signature): _____

By (Signature): _____

Title: _____

Title: _____

Date: _____

Date: _____

CLIENT:

By (Name): _____

By (Signature): _____

Title: _____

Date: _____

RE: Zoning of New Subdivision

Mt. Lake has five types of zoning districts: residential, downtown commercial, downtown fringe commercial, general commercial and industrial.

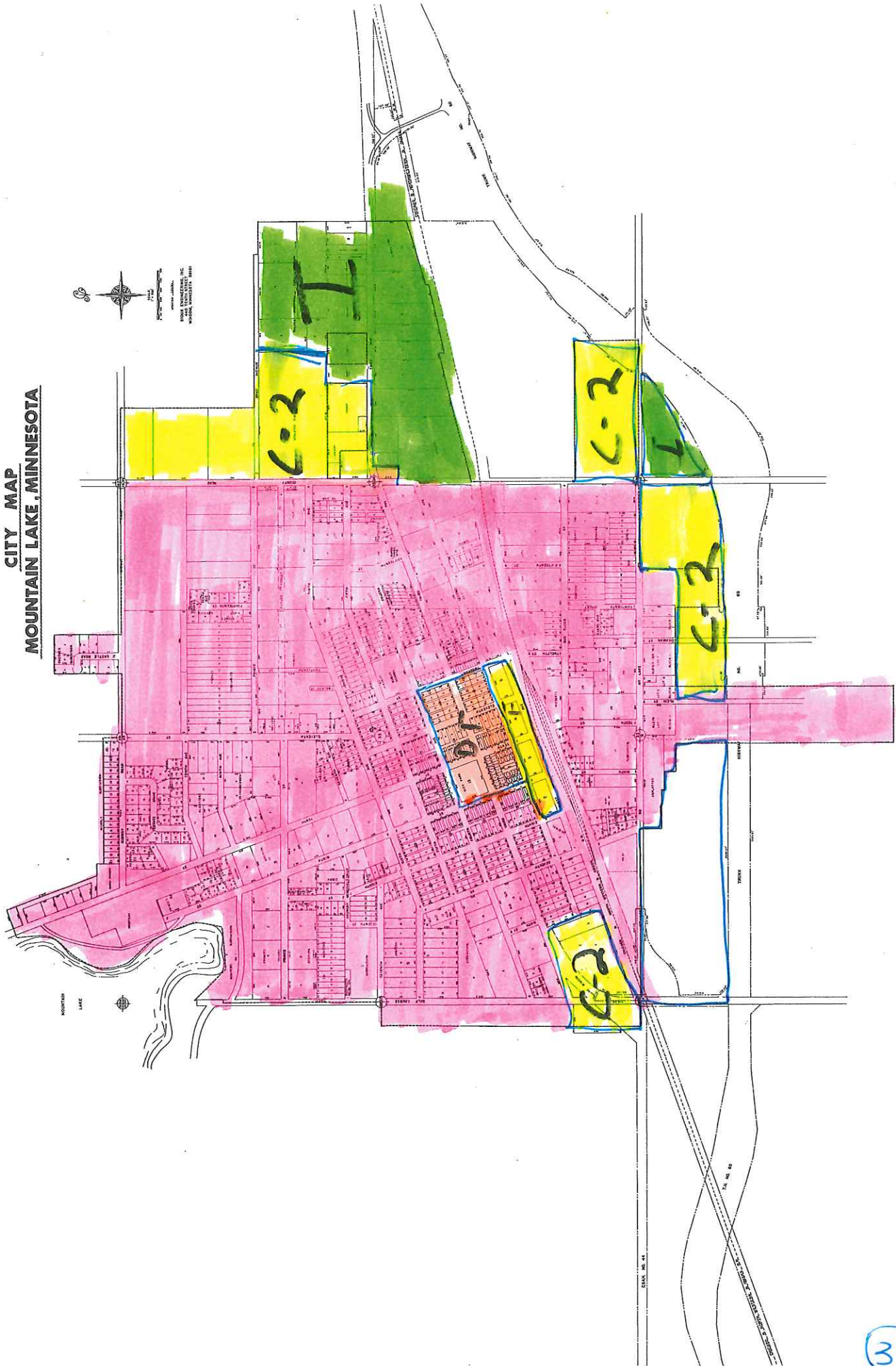
Following are Sections 9.21 (C-2) General Commercial and 9.30 (I) Industrial from Mt. Lake City Code.

Also attached are Section 11.40 I-1 Planned Industrial District, St. James, and I-1 Light Industrial District, Windom. These two Districts 'fill the gap' between General Commercial and Industrial for these cities.

Currently any property in city limits south of Mt. Lake Road is in the Animal Overlay District.

Solar installations, wind turbines and telecommunication towers are currently Conditional Uses in the General Commercial (C-2) and Industrial (I) Districts.

**CITY MAP
MOUNTAIN LAKE, MINNESOTA**



Section 11.40. "I-1" Planned Industrial District.

Subd. 1. Purpose. The I-1 District is intended for administrative, wholesaling, manufacturing, and related uses which can maintain high standards of appearance, including open spaces and landscaping, and limit external effects such as noise, odors, smoke and vibration.

Subd. 2. Permitted Uses.

1. Airports, truck transport facilities, express package facilities, railroad rights of way.
2. Storage and warehousing facilities, wholesale business and office establishments.
3. Bottling establishments.
4. Building materials sales.
5. Broadcast stations and towers.
6. Electric power generating stations.

7. Printing, publishing, or bookbinding establishments.
8. Dry cleaning or laundering facilities for industrial or commercial clientele.
9. Electrical and electronic manufacturing, electrical service shops.
10. Medical, dental, optical manufacturing.
11. Public utility structures and governmental buildings.

12. Other manufacturing or industrial uses whose operations are enclosed within buildings and whose operations would not involve impacts beyond their building or grounds on which the building is located, including noise, odors, smoke, or vibrations and would be of a similar nature to those listed above and are not excluded by other sections of this Chapter.

Subd. 3. Permitted Accessory Uses.

1. Any use that is clearly incidental to the primary use and conforms to applicable performance standards listed elsewhere in this Chapter.

Subd. 4. Special Uses.

1. Retail or service establishments that provide goods and services primarily for the use of persons employed in this district.
2. Any use listed in Section 11.70, Subd. 2. (Day Activity Center)

Subd. 5. Lot Area, Width, and Minimum Setback Standards.

1. Front Yard Setback: 30'
2. Side Yard Setback: 15'
3. Rear Yard Setback: 30'
4. Minimum Lot Area 20,000'
5. Minimum District Area: 10 acre minimum for the establishment of a new I-1 District, in single ownership or some other unified control. Expansion of an existing I-1 District will not require a district area size requirement.
6. Height Regulations: 45'
7. Lot Coverage: 50% maximum lot coverage by buildings.

Subd. 6. Additional Requirements. Developments occurring in this District shall meet applicable criteria as found in section 11.70 of this Chapter. *Performance Standards (see following pages)*

Section 11.41. "I-2" General Industrial District.

Subd. 1. Purpose. The I-2 District is intended for general industrial uses, which due to their size and nature, would not be appropriate elsewhere.

Subd. 2. Permitted Uses.

1. Any use listed in section 11.40.
2. Welding shops
3. Canning factories, creameries, other food product processing facilities
4. Contractor's offices and storage yards, storage areas for plumbing, heating, and ventilating or air conditioning contractors, roofing contractors, lumber yards, masonry manufacturing and storage, electrical contractor, or refrigeration contractor
5. Freight terminals
6. Bulk fuel sales and storage facilities

7. Vehicle repair shops and storage facilities
8. Highway maintenance shops and storage yards
9. Public service structures including power substations, gas regulator stations, sewage disposal plants, telephone exchanges, police or fire stations, elevated storage tanks and waterworks.
10. Other manufacturing or industrial uses whose operations are inappropriate for any other district but could be located within this district without causing harm to neighboring uses when complying with the district's standards.

	Title	Page
Section 11.60	Shoreland Protection District (cont.)	
	Subd. 5 Shoreland Classification System and Land Use Districts.....	166-6
	Subd. 6 Zoning and Water Supply/Sanitary Provisions.....	166-7
	Subd. 7 Non-Conformities	167-2
	Subd. 8 Subdivision/Platting Provisions.....	167-4
11.61-11.69	Reserved	
11.70	Performance Standards	168
	Subd. 1 Purpose.....	168
	Subd. 2 Day Activity Center Design Standards.....	168
	Subd. 3 Standards for the Keeping of Horses	168
	Subd. 4 Exceptions to Height Regulations.....	168-1
	Subd. 5 Permitted Yard Encroachments	168-1
	Subd. 6 Traffic Control and Sight Distance	168-1
	Subd. 7 Nuisances	168-2
	Subd. 8 Refuse	168-4
	Subd. 9 Exterior Storage	168-4
	Subd. 10 Bulk Storage (Liquid).....	168-4
	Subd. 11 Landscaping, Screening and Fencing	168-5
	Subd. 12 Parking	170
	Subd. 13 Off-Street Loading and Unloading Areas.....	172-1
	Subd. 14 Access Drives and Access	172-2
	Subd. 15 Signs.....	172-3
	Subd. 16 Home Occupations.....	175
	Subd. 17 Private On-Site Utilities.....	175-1
	Subd. 18 Auto Service Station/Auto Repair Shop Standards	175-1
	Subd. 19 Drive-In Business Standards.....	175-3
	Subd. 20 Telecommunication Towers and Antennae	175-4
	Subd. 21 Adult Use Performance Standards.....	178-3
11.71-11.79	Reserved	
11.80	Administration	184
	Subd. 1 Enforcing Officer.....	184
	Subd. 2 Appeals and Board of Adjustment.....	184
	Subd. 3 Duties of the Planning Commission in Zoning Administration.....	184-1
	Subd. 4 Zoning Amendments (Rezoning).....	184-1

(E) Front yard setback requirements: no front yard setback is required on property abutting a public right-of-way; and

(F) Side yard setback requirements: no side yard setback is required, except as hereinafter provided. When required, the side yard setback shall be 10% of the lot width. A side yard setback is required for any lot of which the side line abuts a residential district.
(Ord. 125, 2nd Series, passed 12-15-2003)

§ 152.134 ACCESSORY USES AND STRUCTURES PERMITTED.

Those uses and structures directly associated with the principal business.
(Ord. 125, 2nd Series, passed 12-15-2003)

§ 152.135 SPECIAL DISTRICT PROVISIONS.

(A) *Storage displays.* All materials, supplies, merchandise or other similar matter not on display for direct sales, rental or lease to the ultimate consumer or user shall be stored within a completely enclosed building within the B-3 District or within the confines of a 100% opaque wall or screening device.

(B) *Exceptions to the off-street parking and loading.* Up to 100% of the total required off-street parking spaces may be waived if adequate off-street parking capacity exists or will be provided through public parking lots and parking garages.
(Ord. 125, 2nd Series, passed 12-15-2003)

I-1 (LIGHT INDUSTRIAL DISTRICT)

§ 152.150 PURPOSE.

I-1, Light Industrial District, provides space for the establishment of warehousing and light industrial development.
(Ord. 125, 2nd Series, passed 12-15-2003)

§ 152.151 PERMITTED USES.

(A) Governmental buildings;

(B) Vehicle, implement and/or equipment sales, services and repair;

- (C) Trade and vocational schools;
- (D) Research and testing laboratories;
- (E) Supply yards (lumber yards and the like);
- (F) Warehousing of non-explosive material or equipment;
- (G) Truck terminals;
- (H) Wholesale businesses;
- (I) Radio and television offices and stations;
- (J) Freight and parcel shipping facilities;
- (K) Rental establishments;
- (L) Recreational vehicle/trailer sales, service and repair;
- (M) Essential services;
- (N) Storm water retention areas; and
- (O) The production, assembly or processing of the following materials, goods or products where no process involved will produce noise, vibration, air pollution, fire hazard or noxious emission which could disturb or endanger neighboring properties:
 - (1) Advertising specialties;
 - (2) Awnings, canopies and window treatments;
 - (3) Bakery, candy, dairy and other food products;
 - (4) Bottling facilities;
 - (5) Ceramic products;
 - (6) Clothing;
 - (7) Computer and related components;
 - (8) Cosmetics, drugs and other pharmaceutical products;

- (9) Electrical, plumbing and heating supplies and service;
 - (10) Film processing;
 - (11) Furniture, cabinets and similar wood/upholstery products;
 - (12) Ice facilities;
 - (13) Jewelry, watches and clocks;
 - (14) Metal castings, stampings and extrusions (non-ferrous);
 - (15) Metal finishing, fabrication and welding;
 - (16) Monuments;
 - (17) Musical instruments;
 - (18) Office machines;
 - (19) Optical goods;
 - (20) Packing facilities;
 - (21) Packing and crating establishments;
 - (22) Printing and publishing;
 - (23) Plastic injection molding and extrusion;
 - (24) Sheet metal products;
 - (25) Small home appliances;
 - (26) Textile;
 - (27) Tool and die operations;
 - (28) Tools, hardware and plumbing appliances; and
 - (29) Toys and novelties.
- (Ord. 125, 2nd Series, passed 12-15-2003)

§ 152.152 CONDITIONAL USES.

- (A) Retail businesses;
- (B) Personal and professional services; and
- (C) All other uses not listed in § 152.151.
(Ord. 125, 2nd Series, passed 12-15-2003)

§ 152.153 YARD AND LOT REQUIREMENTS.

- (A) Minimum lot area: 20,000 square feet;
- (B) Minimum lot width: 100 feet;
- (C) Minimum lot depth: 200 feet;
- (D) Front yard setback: 25 feet;
- (E) Side yard setback: 15 feet;
- (F) Side yard detached accessory structures: five feet;
- (G) Rear yard setback: 30 feet;
- (H) Rear yard setback accessory structures: 12 feet;
- (I) Corner setback: 25 feet;
- (J) Setback from "R" district boundary: 30 feet;
- (K) Maximum height principal structure: 40 feet; and
- (L) Allowable lot coverage (all structures): 40%.
(Ord. 125, 2nd Series, passed 12-15-2003)

§ 152.154 ACCESSORY USES AND BUILDINGS PERMITTED.

- Those uses and structures directly associated with the principal business.
(Ord. 125, 2nd Series, passed 12-15-2003)

§ 152.155 SPECIAL DISTRICT PROVISIONS.

(A) *Landscaping.* All open areas of any site, lot, tract or parcel shall be graded to provide proper drainage, and except for areas used for parking, drives or storage, shall be landscaped with trees, shrubs or planted ground cover. It shall be the owner's responsibility to see that this landscaping is maintained in an attractive and a well-kept condition. All adjacent vacant lots, tracts or parcels under the same ownership shall also be properly maintained.

(B) *Storage.* All raw materials, supplies, finished or semi-finished products and equipment shall be stored in an orderly manner with all materials stored in neat and well organized stacks, piles or other orderly method appropriate for the material. In no event shall junk, rubbish, debris, weeds or tall grass, by-products, salvage and inoperable equipment or any other material or matter not used in the normal course of business be allowed to accumulate, or become offensive in any manner, to any measurable degree whatsoever. The Council may require all raw materials, supplies, finished or semi-finished products and equipment shall be stored within a completely enclosed building or within the confines of a 100% opaque wall or fence not less than five feet high; provided, however, that, motor vehicles necessary to the operation of the principal use and not more than three-quarter ton capacity may be stored within the permitted parking areas.

(C) *Screening.*

(1) All principal, accessory and conditional uses, except business signs, which are situated within 30 feet of a residential district, shall be screened and buffered from the district by a separation of open space which shall include a required fence or vegetative screening of not less than 90% opacity and not less than five feet, nor more than seven feet, in height above the level of the residential district property at the district boundary. Loading docks in the I-1 District shall be screened so as not to be visible from any public street right-of-way within a residential district.

(2) All required screening devices shall be designed so that they are architecturally harmonious with the principal structures on the site and they shall be properly maintained so as not to become unsightly, hazardous or less opaque than when originally constructed.
(Ord. 125, 2nd Series, passed 12-15-2003)

I-2 (HEAVY INDUSTRIAL DISTRICT)

§ 152.170 PURPOSE.

I-2, Heavy Industrial District, provides space for a wide variety of industrial establishments which may operate to their maximum advantage without adversely affecting other nearby similar or dissimilar uses and activities.

(Ord. 125, 2nd Series, passed 12-15-2003)