

**Regular City Council Meeting**  
**Mountain Lake City Hall – 930 Third Avenue**  
**Monday, May 17, 2021**  
**6:30 p.m.**

**AGENDA**

1. Meeting Called to Order \*Additional information on agenda item is attached or at City Hall
  
2. Approval of Agenda and Consent Agenda
  - a. Bills: Checks #24902 – 24947, 723E – 725E (1-5)
  - b. Payroll: Checks #65984 – 66013
  - c. Approve October 19 Planning & Zoning Commission Minutes (6-8)
  - d. Approve March 30 Police Commission Minutes (9)
  - e. Approve April 12 Lake Commission Minutes (10-11)
  - f. Approve April 13 Library Board Minutes, March Expenditures, & March Library Report (12-14)
  - g. Approve April 26 Board of Appeal & Equalization Minutes (15-16)
  - h. Approve May 3 City Council Minutes (17-19)
  - i. Approve Rachel Simon to the Library Board effective May 17, 2021
  
3. Public – A total of ten (10) minutes is allotted for individuals to briefly discuss a topic of concern or provide comments to the Council.
  
4. City of Mountain Lake Proclamation – Peterson Pharmacy & Gifts Appreciation Day (20)
  
5. Electric Department
  - a. Review –Agreement With Central Municipal Power Agency (21-36)
  - b. Review – City Attorney Opinion of Wolf Wind Agreement (37-39)
  - c. Discussion/Action – Approve Resolution #10-21 – Wolf Wind Agreement (40)
  
6. Fire/Ambulance Departments
  - a. Discussion/Action – Approve Ambulance Contracts (at meeting) (41)
  - b. Discussion/Action – Approve Resolution #11-21 – Unpaid Fire Charge Invoice (42)
  
7. City Hall Renovation Project
  - a. Discussion/Action – Review Plans, Specifications, Timeline (at meeting)
  
8. City Attorney
  
9. City Administrator
  - a. Discussion/Action – Request from Pow Wow Road Race and Fitness Walk (43)
  - b. Discussion/Action – Weed Harvester Operator Position
  - c. First Reading – Ordinance #2-21 Amending Flood Plain Ordinance (44)
  
10. Adjourn

CITY OF MOUNTAIN LAKE

05/13/21 11:11 AM

Page 1

**\*Check Detail Register©**

Batch: 5-14-21cks,5-21AMBWH,5-6-21WH

May 17, 2021 mtg  
ck # 24902 - 24947  
723E, 724E, 725E

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 United Prairie 10100</b>					
<b>24902</b>	05/06/21	<b>AFLAC</b>			
G 101-21713		AFLAC	\$230.62		
		Total	\$230.62		
<b>24903</b>	05/06/21	<b>COMMISSIONER OF REVENUE</b>			
G 101-21702		State Withholding	\$872.20		
		Total	\$872.20		
<b>24904</b>	05/06/21	<b>FURTHER</b>			
G 101-21714		HSA	\$769.23		
		Total	\$769.23		
<b>24905</b>	05/06/21	<b>GISLASON &amp; HUNTER</b>			
G 101-21712		Garnishments	\$445.66		
		Total	\$445.66		
<b>24906</b>	05/06/21	<b>IRS-DEPT OF TREASURY</b>			
G 101-21701		Federal Withholding	\$1,659.37		
G 101-21703		FICA Tax Withholding	\$2,694.18		
		Total	\$4,353.55		
<b>24907</b>	05/06/21	<b>LAW ENFORCEMENT LABOR SERV</b>			
G 101-21711		PD UNION DUES	\$190.50		
		Total	\$190.50		
<b>24908</b>	05/06/21	<b>PERA</b>			
G 101-21704		PERA	\$5,019.79		
		Total	\$5,019.79		
<b>24909</b>	05/06/21	<b>VALIC</b>			
G 101-21705		VALIC	\$63.00		
		Total	\$63.00		
<b>24910</b>	05/10/21	<b>COMMISSIONER OF REVENUE</b>			
G 101-21702		State Withholding	\$121.09		
		Total	\$121.09		
<b>24911</b>	05/10/21	<b>IRS-DEPT OF TREASURY</b>			
G 101-21701		Federal Withholding	\$241.94		
G 101-21703		FICA Tax Withholding	\$1,153.66		
		Total	\$1,395.60		
<b>24912</b>	05/14/21	<b>AGCO FINANCE-AGCOPLUS</b>			
E 101-43100-212		Motor Fuels	\$16.54	IM50720	2 GAL DEF-ST DEPT
		Total	\$16.54		
<b>24913</b>	05/14/21	<b>ALPHA WIRELESS COMMUNICATIONS</b>			
E 221-42200-323		Radio/Pager maintenance	\$94.00	11537	RETUNE RADIO
E 221-42200-323		Radio/Pager maintenance	\$71.00	11559	BATTERIES
E 231-42154-323		Radio/Pager maintenance	\$71.00	11559	BATTEROES

CITY OF MOUNTAIN LAKE

05/13/21 11:11 AM

Page 2

**\*Check Detail Register©**

Batch: 5-14-21cks,5-21AMBWH,5-6-21WH

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$236.00		
<b>24914</b>	05/14/21	<b>ANDREW KINNETZ</b>			
E 101-42100-205		Uniforms	\$137.48		UNIFORM SHIRTS
Total			\$137.48		
<b>24915</b>	05/14/21	<b>BOUND TREE MEDICAL, LLC</b>			
E 231-42154-210		Operating Supplies	\$277.40	84046285	GLOVES FOR AMB
Total			\$277.40		
<b>24916</b>	05/14/21	<b>BROAD REACH</b>			
E 211-45500-590		Capital Outlay Books	\$447.34	1649610	LIBRARY BOOKS
Total			\$447.34		
<b>24917</b>	05/14/21	<b>CITIZEN PUBLISHING CO.</b>			
E 101-41400-351		Legal Notices Publishing	\$67.20	312480	SEASONAL AD
E 101-41400-351		Legal Notices Publishing	\$32.80	312716	CONDITIONAL USE
E 101-41400-351		Legal Notices Publishing	\$12.00	313014	DIGITAL UPLOAD
Total			\$112.00		
<b>24918</b>	05/14/21	<b>COMPUTER LODGE LLC</b>			
E 205-46500-200		Office Supplies	\$48.75	MSP-19967	EDA-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES
E 101-42100-200		Office Supplies	\$48.75	MSP-19967	PD-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES
E 101-00000-430		Miscellaneous	\$78.75	MSP-19967	UT-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES
E 101-41400-200		Office Supplies	\$48.75	MSP-19967	OFFICE-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES
Total			\$225.00		
<b>24919</b>	05/14/21	<b>COMPUTER LODGE LLC</b>			
E 101-43100-200		Office Supplies	\$42.99	20018	CABLE & ESET FOR STREET DEPT WORK STATIONS
Total			\$42.99		
<b>24920</b>	05/14/21	<b>COTTONWOOD COUNTY VET CLINIC</b>			
E 101-42100-430		Miscellaneous	\$237.90	4/19/21	DOGS TO VET CLINIC
Total			\$237.90		
<b>24921</b>	05/14/21	<b>COUNTRY PRIDE SERVICES</b>			
E 101-42100-212		Motor Fuels	\$129.20		POLICE DEPT GAS
E 231-42154-212		Motor Fuels	\$151.98		AMB FUEL
E 101-43100-212		Motor Fuels	\$912.20		ST DEPT GAS
E 221-42200-210		Operating Supplies	\$23.77	04/14/21	FIRE DEPT FUEL
E 231-42154-404		Repairs/Maint Machinery/	\$436.38	104100	TIRES FOR AMB
E 607-46330-401		Repairs/Maint Buildings	\$82.83	235559	TORSION SPRING-400C
E 101-43100-404		Repairs/Maint Machinery/	\$47.21	235798,2360	ST DEPT-HOOKS,PAINT,FLEX COUPLING,SCREWS,CARPET SAMPLES
E 101-45200-402		Repairs/Maint- Ground	\$1,753.85	235986	GREEN TREAT 6X6-LAWCON PARK FENCE
E 101-45186-400		Janitor-Repairs/Maint	\$91.32	236082,2364	COMM CTR-CLEANERS,LED BULBS
E 101-46200-210		Operating Supplies	\$8.31	236475	SNAP & HOOK FOR CEMETERY
E 221-42200-401		Repairs/Maint Buildings	\$7.47	236547	WD40-AMB

CITY OF MOUNTAIN LAKE

05/13/21 11:11 AM

Page 3

**\*Check Detail Register©**

Batch: 5-14-21cks,5-21AMBWH,5-6-21WH

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 507-46103-430		Miscellaneous	\$150.90	236570,1041	LAKE COMM-WIRE KIT & HOOK,TIRES FOR BOAT TRAILER
		Total	\$3,795.42		
<b>24922</b>	05/14/21	<b>DOUG BRISTOL</b>			
E 101-42100-200		Office Supplies	\$259.92		4 DIGITAL RECORDERS ORDERED FROM AMAZON
		Total	\$259.92		
<b>24923</b>	05/14/21	<b>DUERKSEN ELECTRIC INC.</b>			
E 211-45500-220		Repair/Maint Supply	\$113.35	5600	BALLAST FOR LIBRARY
		Total	\$113.35		
<b>24924</b>	05/14/21	<b>EMILY ADRIAN</b>			
E 231-42154-404		Repairs/Maint Machinery/	\$41.67		BATTERY FOR AMB COT
		Total	\$41.67		
<b>24925</b>	05/14/21	<b>EXPERT T BILLING</b>			
E 231-42154-300		Professional Svcs	\$558.00	8491	APRIL AMB BILLING
		Total	\$558.00		
<b>24926</b>	05/14/21	<b>FARM &amp; HOME PUBLISHERS</b>			
E 221-42200-210		Operating Supplies	\$65.25	F667333	COTTONWOOD PLAT BOOK
		Total	\$65.25		
<b>24927</b>	05/14/21	<b>FLAGSHIP RECREATION</b>			
E 101-45200-402		Repairs/Maint- Ground	\$883.18	F8804	PLAYGROUND REPAIR
		Total	\$883.18		
<b>24928</b>	05/14/21	<b>GFC LEASING - WI</b>			
E 101-41400-200		Office Supplies	\$251.48	I00656459	CITY-COPIES MADE ON PRINTERS
E 205-46500-200		Office Supplies	\$33.21	I00656459	EDA-COPIES MADE ON PRINTER
E 101-00000-430		Miscellaneous	\$137.60	I00656459	UT-COPIES MADE ON PRINTERS
		Total	\$422.29		
<b>24929</b>	05/14/21	<b>HANSON PLUMBING</b>			
E 101-45183-401		Repairs/Maint Buildings	\$144.23	7905	WORK AT CAMPGROUND
		Total	\$144.23		
<b>24930</b>	05/14/21	<b>HANSON PLUMBING</b>			
E 211-45500-401		Repairs/Maint Buildings	\$211.50		DRAIN CLEANING AT LIBRARY
		Total	\$211.50		
<b>24931</b>	05/14/21	<b>INDOFF INCORPORATED</b>			
E 211-45500-200		Office Supplies	\$21.90	3466025	LIBRARY OFFICE SUPPLIES
		Total	\$21.90		
<b>24932</b>	05/14/21	<b>INGRAM DISTRIBUTION GROUP INC.</b>			
E 211-45500-590		Capital Outlay Books	\$604.81		LIBRARY BOOKS
		Total	\$604.81		
<b>24933</b>	05/14/21	<b>KDOM RADIO</b>			
E 101-00000-430		Miscellaneous	\$30.09	21040282	MONTHLY ADV

CITY OF MOUNTAIN LAKE

05/13/21 11:11 AM

Page 4

**\*Check Detail Register©**

Batch: 5-14-21cks,5-21AMBWH,5-6-21WH

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$30.09		
<b>24934</b>	05/14/21	<b>KEN CLASSEN</b>			
E 101-45171-430		Miscellaneous	\$1,658.88		SPARX ICE SKATE SHARPENER
Total			\$1,658.88		
<b>24935</b>	05/14/21	<b>KOLANDER TREE SERVICE</b>			
E 101-45204-407		Tree Removals	\$2,925.00	2474	2021 TREE REMOVAL
Total			\$2,925.00		
<b>24936</b>	05/14/21	<b>L &amp; S CONSTRUCTION</b>			
E 101-43121-224		Street Maint Materials	\$4,598.96		GRAVEL
E 101-46200-402		Repairs/Maint- Ground	\$4,598.96		GRAVEL-NEW ROAD AT CEMETERY
Total			\$9,197.92		
<b>24937</b>	05/14/21	<b>MARK WARNER</b>			
E 221-42200-308		Training & Instruction	\$810.00		FD--CPR & AED TRAINING
Total			\$810.00		
<b>24938</b>	05/14/21	<b>MICHAEL SCHULTE</b>			
E 101-41400-570		Office Equip and Furnishin	\$149.61		PROJECTOR FOR COUNCIL CHAMBERS
Total			\$149.61		
<b>24939</b>	05/14/21	<b>MIDSTATES</b>			
E 101-43100-404		Repairs/Maint Machinery/	\$22.75	221359	ST DEPT-ORFICE FOR BURNER
E 101-43121-225		Seal Coat/Crack Filling	\$1,478.75	221372	MAXWELL GAP MASTIC MODIFIED(POLYSKIN)
Total			\$1,501.50		
<b>24940</b>	05/14/21	<b>PETERSON DRUG &amp; GIFTS</b>			
E 231-42154-323		Radio/Pager maintenance	\$11.98	4/13/21	SHIPPING RADIO TO ALPHA IN MANKATO
E 221-42200-323		Radio/Pager maintenance	\$11.94	4/20/21	SHIPPING FD RADIO TO ALPHA
E 101-41400-200		Office Supplies	\$20.04	4/5/2021	HAND SOAP FOR OFFICE
Total			\$43.96		
<b>24941</b>	05/14/21	<b>POSITIVE PROMOTIONS</b>			
E 231-42154-430		Miscellaneous	\$260.95	06735643	ITEMS FOR EMS WEEK
Total			\$260.95		
<b>24942</b>	05/14/21	<b>PRAXAIR DISTRIBUTION INC.</b>			
E 231-42154-210		Operating Supplies	\$221.30	63115933	OXYGEN FOR AMBULANCE
Total			\$221.30		
<b>24943</b>	05/14/21	<b>STREICHERS</b>			
E 101-42100-308		Training & Instruction	\$743.31	11501527	PD-AMMUNITION
Total			\$743.31		
<b>24944</b>	05/14/21	<b>SW/WC SERVICE COOPERATIVES</b>			
E 101-42100-131		Employer Paid Health	\$4,033.24		JUNE HEALTH INS-POLICE DEPT
E 101-41400-131		Employer Paid Health	\$3,506.24		JUNE HEALTH INS-OFFICE
E 101-43100-131		Employer Paid Health	\$3,155.62		JUNE HEALTH INS-ST DEPT
E 101-45200-131		Employer Paid Health	\$316.20		JUNE HEALTH INS-PARKS DEPT
E 101-46200-131		Employer Paid Health	\$561.42		JUNE HEALTH INS-CEMETERY

CITY OF MOUNTAIN LAKE

05/13/21 11:11 AM

Page 5

**\*Check Detail Register©**

Batch: 5-14-21cks,5-21AMBWH,5-6-21WH

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 205-46500-131		Employer Paid Health	\$1,753.12		JUNE HEALTH INS-EDA
E 101-42100-135		Employer Paid Other	\$620.00		JUNE HEALTH INS-BRIAN LUNZ
		Total	\$13,945.84		
<b>24945</b>	05/14/21	<b>THE SEED CENTER</b>			
E 101-46200-402		Repairs/Maint- Ground	\$100.00	9671	FERTILIZER FOR CEMETERY
		Total	\$100.00		
<b>24946</b>	05/14/21	<b>WILCON CONSTRUCTION SERV LLC</b>			
E 101-43150-220		Repair/Maint Supply	\$1,286.00	1579	CURB & GUTTER REPLACEMENT-
		Total	\$1,286.00		
<b>24947</b>	05/14/21	<b>WINDOM TOWING COMPANY</b>			
E 101-42100-406		Vehicle Maint/Gen Repair	\$208.62	12920	TOW POLICE CAR TO HIGLEY FORD
		Total	\$208.62		
		<b>10100 United Prairie 10100</b>	<b>\$55,398.39</b>		

Fund Summary

**10100 United Prairie 10100**

101 GENERAL FUND	\$48,816.59
205 ECONOMIC DEVELOPMENT AUTHORITY	\$1,835.08
211 LIBRARY FUND	\$1,398.90
221 FIRE DEPT FUND	\$1,083.43
231 AMBULANCE FUND	\$2,030.66
507 LAKE COMMISSION FUND	\$150.90
607 EDA----4 PLEX FUND	\$82.83
	<b>\$55,398.39</b>

<b>723 e</b>	04/30/21	<b>UNITED PRAIRIE BANK</b>			
E 101-41400-301		Auditing and Acct g Serv	\$32.50		APRIL ACH FEES
		Total	\$32.50		
<b>724 e</b>	05/10/21	<b>SELECT/FURTHER</b>			
E 101-41400-141		Admin Fees-HSA	\$5.50		MAY HSA ADMIN FEES
E 101-42100-141		Admin Fees-HSA	\$8.25		MAY HSA ADMIN FEES
E 205-46500-141		Admin Fees-HSA	\$2.75		MAY HSA ADMIN FEES
E 101-43100-141		Admin Fees-HSA	\$4.95		MAY HSA ADMIN FEES
E 101-46200-141		Admin Fees-HSA	\$1.65		MAY HSA ADMIN FEES
E 101-45200-141		Admin Fees-HSA	\$1.65		MAY HSA ADMIN FEES
		Total	\$24.75		
<b>725 e</b>	05/06/21	<b>UNITED PRAIRIE BANK</b>			
G 609-22800		Notes Payable - Current	\$537.51		MASON MANOR-PRINC PAYMENT
E 609-46330-610		Interest	\$753.02		MASON MANOR-INTEREST PAYMENT
		Total	\$1,290.53		
		<b>10100 United Prairie 10100</b>	<b>\$2,753.06</b>		

**City of Mountain Lake  
Planning and Zoning Commission  
Monday, October 19, 2020  
Mountain Lake City Hall  
5:00 p.m.**

Members Present: Bryan Bargaen, Dean Janzen, Doug Regehr (5:19pm), Nik Strom (5:02pm), Tim Swoboda, Sharron Hanson, Council Liaison Andy Ysker

Members Absent: One Vacancy

Staff Present: Michael Schulte, Administrator/Clerk

Others Present: Jason Kruser, Krista Lentner, Bob Machacek

**Call to Order**

The meeting was called to order at 5:00 PM.

**Adoption of Agenda**

Motion by Swoboda, seconded by Hanson, to approve the agenda as presented. Motion carried 4 – 0.

**Approval of September 15 Minutes**

Motion by Janzen, seconded by Hanson, to approve the September 15, 2020 minutes. Motion carried 4 – 0.

**Review and Approval of Planning & Zoning Setbacks of Building Permits**

Presented permits meet planning and zoning setbacks and building code. Motion by Swoboda, seconded by Hanson, to approve the planning and zoning setbacks of the listed building permits. Motion carried 4 – 0.

Nik Strom entered the meeting at 5:02 p.m.

**Conditional Use Permit – In-Home Occupation – Jason & Darla Kruser**

Motion by Janzen, seconded by Strom, to open a public hearing at 5:03 p.m. to discuss a conditional use permit submitted by Jason & Darla Kruser. Motion carried 5 – 0. The administrator briefly discussed the conditional use ordinance, permit application, notices, and draft findings of fact. The application and criteria needed to recommend a motion on the application were reviewed. No public comments were made. Jason Kruser provided an overview

of the business and what it will entail. Kruser is in the process of obtaining a Federal Firearms License and the business would only be a pickup and drop off type business only with no showroom or displays. Motion by Janzen, seconded by Hanson, to close the public hearing at 5:09 p.m. Motion carried 5 – 0. Motion by Strom, seconded by Janzen, to approve to recommend to the City Council to approve the conditional use permit application with no further conditions or restrictions. Motion carried 5 – 0.

#### **Conditional Use Permit – Twin Homes – Kristall Kapital, LLC**

Motion by Hanson, seconded by Strom, to open a public hearing at 5:10 p.m. to discuss a conditional use permit submitted by Kristall Kapital, LLC. Motion carried 5 – 0. The administrator briefly discussed the conditional use ordinance, permit application, notices, and draft findings of fact. Kristall Kapital, LLC plans to build a twin home on 3 separate parcels in Lakeview Estates. The criteria were reviewed and no objections or concerns were made. The plans meet all setbacks and the building plans submitted so far were reviewed by the building inspector. Krista Lentner and Bob Machacek were in attendance and briefly explained their plans and intentions. No comments from the public were made. Motion by Janzen, seconded by Strom, to close the public hearing at 5:17 p.m. Motion carried 5 – 0. Motion by Hanson, seconded by Janzen, approve to recommend to the City Council to approve the conditional use permit application with no further conditions or restrictions. Motion carried 5 – 0.

#### **Minor Subdivision | Lot Split of 22.497.0030, 22.497.0040, and 22.497.0050, Kristall Kapital, LLC**

Motion by Strom, seconded by Hanson, to open a public hearing at 5:17 p.m. to discuss a minor subdivision application. Motion carried 5 – 0. The administrator discussed the intent of Kristall Kapital to split the three parcels where the twin homes will be built on in which the party wall of the twin home will serve as the property line in between the homes as allowed in city ordinance. The 6 parcels all meet minimum square footage and setback requirements. No public comments were made. Motion by Janzen, seconded by Strom, to close the public hearing at 5:20 p.m. Motion carried 5 – 0. Motion by Janzen, seconded by Hanson, to approve to recommend to the City Council to approve the minor subdivision application with no further restrictions or conditions. Motion carried 5 – 0.

Doug Regehr entered the meeting at 5:19 p.m.

#### **Variance Permit – David & Hollie Meyer**

Motion by Janzen, seconded by Strom, to open a public hearing to discuss a variance application submitted by David & Hollie Meyer at 5:21 p.m. Motion carried 6 – 0. The administrator briefly discussed the variance ordinance, permit application, notices, and draft findings of fact. The owners plan to build a 24' by 11' shed attached to their current garage. The current garage does not meet side yard setbacks and is considered a non-conforming use. The owners wish to build



onto the garage to make the project economic and fit on their lot. The owners have a unique shaped lot with a lot width under 75'. The criteria to grant the variance were met. Motion by Janzen, seconded by Hanson, to close the public hearing at 5:24 p.m. Motion carried 6 – 0. Motion by Strom, seconded by Janzen to recommend to the City Council to approve the variance permit application with no further conditions or restrictions. Motion carried 6 – 0.

**Adjourn**

The meeting was adjourned at 5:25 p.m.

**Approved May 3, 2021**

ATTEST:

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Michael Schulte Administrator/Clerk

## **doug bristol**

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**From:** Chuck Witt <chuck@charleswitt.com>  
**Sent:** Saturday, April 24, 2021 11:17 AM  
**To:** dbristol@mountainlakemn.com  
**Subject:** March 2021 Police Commission Minutes

**Flag Status:** Flagged

March Police Commission Minutes  
Meeting: March 30, 2021

1. Meeting Called to Order at 7:08 PM
2. Members Present:
  - a. Chuck Witt, Secretary
  - b. Jason Flanagan
  - c. Randy Junker
  - d. Jamie Smith
  - e. Doug Bristol, Police Chief
  - f. Michael Schulte, City Administrator
3. Minutes:
  - a. February and March minutes read and approved without motion
4. Bills/Income/Expenses
  - a. Nothing unusual
  - b. Allowed to be accepted without motion
5. Chief's Report
  - a. Call volume down
6. Old Business
  - a. New garage doors installed – electrician had to do some rewiring to accommodate new doors
  - b. Computer camera purchased for remote court sessions
  - c. Interviews
    - i. Five fairly solid candidates
      1. One coming for background and physical on March 31, 2021
      2. One started the process but was eliminated in 2<sup>nd</sup> interview
7. New Business
  - a. New squad car
    - i. Incorrect cradle point ordered, ordered correct one
    - ii. Should be ready this week
    - iii. Try selling old squad on Craig's list with sealed bid
8. Items from Floor
  - i. No items from floor
9. Adjourn
  - a. Adjourned at 7:32 PM

### **Chuck Witt**

Owner | Charles Witt Communications, LLC | 507-382-0186  
414 11th Street N | Mountain Lake, MN 56159  
[www.charleswitt.com](http://www.charleswitt.com)

Instructor | Mountain Lake Firearms Academy | 507-327-2807  
<http://www.mountainlakefirearms.com>

**Lake Commission Meeting  
Monday, April 12, 2021, 6:30 p.m.**

**Members Present:** Jason Kruser, Randy Loewen, Joey Morey,  
Janell Bargen, Jean Haberman

**Members Absent:** Dave Bucklin, Tim Rahn

**Guests Present:** Michael Schulte, Mike Nelson

Chair Kruser called the meeting to order at 6:30 p.m.

M/S/P Bargen/Loewen to approve the minutes of the March 8, 2021 meeting.

**Treasurer's Report (4/8/2021):**

**Income:**

UPB Interest 15.17

**Expenses:**

DNR – Aquatic Plant Management Permit 35.00

**Ending Balance \$40,737.40**

Savings Balance 22,025.19

Weed Harvester replacement funds from Cot. Co. (2018) 20,000.00

Weed Harvester replacement funds from Cot. Co. (Jan. 2019) 10,000.00

Weed Harvester replacement funds from Cot. Co. (Oct. 2019) 20,000.00

**Total Savings Balance: 72,025.19**

M/S/P Loewen/Morey to approve Treasurer's Report.

**Harvesting:**

- The city has not received any applications for seasonal part-time harvesting operators or for the seasonal full-time summer maintenance position. Michael Schulte will post the job openings again.
- Randy Loewen will contact Katie Wigen, the DNR Water Resource Technician, about the possibility of using the parcel east of his property for a harvester docking location.

**Trail:**

- Michael Schulte will check with check on the status of the easement on Yoder's property.

- M/S/P Loewen/Morey to install warning signs instead of a culvert on the low-lying area on the north side of the trail where it is slippery from run-off.
- Darrin Friesen will set up a meeting with Yoder's to determine sign placement.
- Randy would like to place a bench along the trail in memory of Lee and Barb Loewen. There was discussion about choosing a uniform type of bench for the trail. Metal and composite types were discussed.

**Lake Clean-up:** will be Wednesday, May 12<sup>th</sup>, from 3:15 – 4:30 p.m. We will meet at Lawcon Park. Jean will give fliers to students in grades 3-6. Younger children must be accompanied by an adult. Wearing gloves is encouraged. Mike Nelson will check with A&W about ice cream cone coupons. Jean will purchase some plastic bags for the garbage. Janell & Jason will advertise on Facebook.

**Garbage Cans:** Joey suggested putting a garbage can beside the bench by the disc golf course. Mike Nelson is going to check on putting a picnic table and garbage can by the boat launch on the west side of the lake.

**Beach:** There was discussion about using a tractor tire rim for a fire pit and putting a picnic table near the beach area.

**Lake:** Randy will collect the thin ice signs. The fishing pier will be moved to the summer location as soon as the weather cooperates.

Respectfully submitted,  
Jean Haberman,  
Secretary/Treasurer

**MOUNTAIN LAKE PUBLIC LIBRARY BOARD MINUTES  
APRIL 13, 2021**

**Members Present:** Marci Balderas, Dennis Cords, Vickie Krueger, Sarah Morey, Rick Herrig

**Staff Present:** Kari Hanson, director

**Others Present:** Michael Schulte

The meeting was called to order at 6:01 PM by chairperson, Vickie Krueger.

M/S Herrig/Balderas to approve the minutes of the March 9, 2021 meeting. Motion carried.

M/S Balderas/Herrig to approve additions to the agenda.

**Reports:** Kari presented the March monthly report indicating 2,343 total circulation and expenditures in the amount of \$2,660.32. M/S Cords/Krueger to accept the monthly report as given and to approve the March expenditures. Motion carried.

**PCLS:** New delivery driver hired. Long term substitute also being trained.

**New Business:** City Council approved the disposal of surplus items. Items that are usable and have value will be sold. Jean Haberman is listing items publicly. Slide projector and record player have been sold already!

National Library Week will be celebrated on Thursday and Friday (April 15 & 16). Cookies, coffee and water will be served.

Winter Reading Program was a success. The following statistics will be turned into Plum Creek Library System:

\*Women who turned in reading log = 35

\*Men who turned in reading log = 7

\*Readers new to program = 8

\*Books Read = 736

Summer Programming Update: The ZooMan has been scheduled. He will be at the library on June 30 at 1:00 PM.

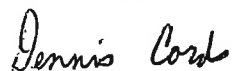
Part time opening will continue to be advertised until position is filled.

M. Balderas was thanked for her dedication and time given to the library board.

The meeting was adjourned at 6:45 PM.

Respectfully submitted,

Dennis Cords



## LIBRARY EXPENDITURES - APRIL 2021

Citizen	Miscellaneous (Help Wanted Ad)	\$79.20
Demco	Miscellaneous	\$118.80
Dennis Hulzebos	Repairs & Maint. - Janitorial	\$345.00
Duerksen Electric	Repairs/Maintenance Building	\$113.35
Frontier	Telephone Expense	\$62.60
Hanson Plumbing	Repairs/Maintenance Building	\$273.14
Indoff	Office Supplies	\$17.52
Ingram	Books	\$320.92
MN Energy Resources	Gas Utilities	\$65.16
PCLS	Repairs/Maint. Machinery (Wireless for Circulation Desk)	\$164.29
Synchrony Bank/Amazon	Books 160.25 / AV 17.28/Project 35.36 Misc. \$25.00	\$237.89
Van Hee Media	Periodicals - 1 yr. Comfrey Times/Darfur Gazete	<u>\$39.00</u>
	Subtotal	\$1,836.87
	<b>TOTAL</b>	<b>\$1,836.87</b>

MOUNTAIN LAKE PUBLIC LIBRARY  
MONTHLY REPORT  
APRIL 2021

<u>CIRCULATION</u>	<u>AUDIO</u>	<u>BOOKS</u>	<u>NON PRINT</u>	<u>MULTI MEDIA</u>	<u>PERIODICALS</u>	<u>VIDEOS</u>	<u>TOTALS</u>
Children's	25	827	0	3	20	124	999
Adult	48	603	6	0	32	134	823
Other Physical Media	19						<u>19</u>
eBooks							1,841
Downloadable Audio							70
TOTAL CIRCULATION							46
							1,957

INTERLIBRARY LOAN

Sent	241
Received	255
ILL Non System	32

REVENUE

Cash Income	
County Revenue	\$15,503.52
Donations (monetary)	
Fines	\$20.99
Misc. Revenue	
Meeting Room Rental	
Sale of Supplies	
<b>TOTAL REVENUE</b>	<u>\$15,524.51</u>

EXPENDITURES

Books	\$481.17
Periodicals	\$39.00
Audio/Visual	\$17.28
Office Supp.	\$17.52
Project	\$35.36
Telephone	\$62.60
Janitor	\$345.00
Rep&Maint	\$386.49
R&M Supply	
Tech/Aut Exp	\$164.29
Gas Utilities	\$65.16
Misc	<u>\$223.00</u>

**TOTAL**      **\$1,836.87**

Library Director Kari Hanson

**Board of Appeal and Equalization  
Mountain Lake City Council  
Via Conference Call  
Monday, April 26, 2021  
5:30 p.m.**

Members Present: Mike Nelson, Dana Kass, Dean Janzen, Andrew Ysker  
Members Absent: Darla Kruser  
Staff Present: Michael Schulte, City Administrator  
Others Present: Gale Bondhus, County Assessor; David Grev, CMA IQ; Tom Appel; County Commissioner

Mayor Nelson called the Board of Review to order at 5:32 p.m.

**Street Closure Request**

Center Point Church submitted a letter to the City Council to close the alleyway between their church and 9<sup>th</sup> Street from 10:00am – 2:00pm on May 1<sup>st</sup>. The property owners on 9<sup>th</sup> Street were contacted and received their consent. Motion by Janzen, seconded by Kass, to approve the street closure request. Motion carried 4 – 0.

**Board of Review**

Gale Bondhus, County Assessor, introduced herself.

Bondhus stated that the City of Mountain Lake had 27 sales of residential property that they considered “good sales”. The sales ratio was 99.53% with no adjustments needed. The EMV is \$89,354,600. New construction is \$2,548,000 with residential being \$1,241,100 and commercial at \$1,306,900. Various properties and their values were discussed. Overall, there was a 2.8% increase city-wide.

There were no appeals by any property owners.

Bondhus stated that Councilmember Kass is certified until July 1, 2021 and training will need to be completed by at least once councilmember for next year.

Motion by Ysker, seconded by Kass, to approve all the assessments in the City of Mountain Lake. Motion carried 4 – 0.

**Adjourn**



Motion by Kass, seconded by Janzen, to adjourn the meeting at 5:58 p.m. Motion carried 4 – 0.

ATTEST:

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Michael Schulte, Administrator/Clerk

**City of Mountain Lake**  
**Regular City Council Meeting**  
**Mountain Lake City Hall – 930 Third Ave**  
**Monday, May 3, 2021**  
**6:30 p.m.**

Members Present: Dean Janzen, Mike Nelson, Darla Kruser, Andrew Ysker

Members Absent: Dana Kass

City Staff Present: Michael Schulte, City Administrator/Clerk; Maryellen Suhrhoff, City Attorney; Daron Friesen, Street Superintendent

Others Present: Doug Regehr, Janet Broten

**Call to Order**

The meeting was called to order by Mayor Nelson at 6:30 p.m.

**Approval of Agenda & Consent Agenda**

Motion by Janzen, seconded by Kruser, to add Checks #24853 – 24901, Payroll: Checks 65969 – 65983, Street Department Report, 9.A – Library Aide Position, 9.B Parade Route to the agenda. Motion carried 4 – 0. Motion by Kruser, seconded by Ysker, to approve the agenda and consent agenda as amended. Motion carried 4 – 0.

Bills: Checks #24853 – 24901

Payroll: Checks #65969 – 65983

Approve March 18 EDA Board Minutes

Approve April 8 Utilities Commission Minutes

Approve April 19 City Council Minutes

Accept Resignation of Sharron Hanson, Planning & Zoning Commission, effective April 28, 2021

Approve Brian Janzen to the Utilities Commission effective May 3, 2021

Approve Travis Smith to the Planning & Zoning Commission effective May 3, 2021

**Public**

Janet Broten, 644 4<sup>th</sup> Avenue, stated concerns of vehicles speeding up and down 4<sup>th</sup> Avenue near the apartments and is concerned of safety for children who live on this street. Mayor Nelson directed the administrator to discuss further with the police chief.

**Street Department Report**

Daron Friesen, Street Superintendent, went over completed tasks in April. Friesen reported that there are multiple slides with cracks and some other playground parts needing repairs. Each part is fairly expensive ranging from \$500 - \$1500. Friesen asked if the worst should be repaired and budget for future parts next year or to go ahead and replace all the needed parts. Direction was

given from the Council to order parts for each repair as they are potential safety hazards to kids if they worsen.

**Conditional Use Permit – Empire Solar, LLC on behalf of Josefina Barvosa**

The city administrator explained to the Council that Empire Solar, LLC withdrew their conditional use permit application this afternoon as the property owner cancelled the project. The conditional use permit was removed from the 5:30 p.m. Planning & Zoning Commission meeting agenda today.

**Resolution #8-21 Approving Conditional Use Permit**

No action taken due to the withdrawal of the stated conditional use permit.

**Minor Subdivision – Clifford P. Netsch Revocable Trust**

The administrator explained and reviewed the subdivision application, the survey, and the draft findings of fact. The current owner intends to split the parcel of 22.356.0040 (1703 6<sup>th</sup> Avenue) to create a new parcel. The current parcel will become two parcels with the new property line near the middle going east-west. There is a natural shrub barrier which will represent the new property line. The new owner of the north parcel will be Trevor & Crystal Fast, who currently lives across the street north of 7<sup>th</sup> Avenue. The southern parcel will be owned by Zachary Romsdahl of St. James. The split meets required lot size width and square footage. The Planning & Zoning Commission met today and approved to recommend to the City Council to approve the subdivision/split with no further conditions or restrictions.

**Resolution #9-21 Approving Subdivision of 22.356.0040 – 1703 6<sup>th</sup> Avenue**

Motion by Ysker, seconded by Kruser, to approve Resolution #9-21. Motion carried 4 – 0.

**Electric Superintendent Position**

There were two signatures for the internal posting for the advertisement of the Electric Superintendent position. The administrator stated that there has been a great amount of support from CMPAS members and neighboring cities including St. James and Windom who are willing to help with various technical matters and support with the department being down 1 employee.

Motion by Kruser, seconded by Janzen, to transfer David Watkins from Electric Lineman to Electric Superintendent for a 30-day trial period per union contract and move Watkins up to the next step in the Electric Superintendent pay scale and to follow the pay scale's schedule, per union agreement. Motion carried 4 – 0. Watkins will have 30 days to decide to stay in the new position or return to his former position and the City Council can also decide to place Watkins permanently in the new position or return him to his former position, per union agreement. Action will be taken at the June 7<sup>th</sup> meeting.

### **Request from Sue Garloff, President of the Mountain Lake Chamber of Commerce**

Sue Garloff wrote a letter to the City Council requesting that the City Council proclaim Friday, May 21<sup>st</sup> as “Peterson Pharmacy & Gifts Day” in the city of Mountain Lake and to read a special proclamation at the May 17<sup>th</sup> City Council meeting. Garloff states in the letter the great work that the pharmacy has done since the pandemic started over a year ago. Over 2,000 vaccines have been given to individuals and the pharmacy has provided great service to the community. With their dedication to fighting COVID-19, providing excellent medical service, and supporting the community in other ways, Garloff asks that the City Council join the Chamber to honor this special Mountain Lake business. Motion by Kruser, seconded by Ysker, to make May 21, 2021 “Peterson Pharmacy & Gifts Day” in the city of Mountain Lake and to read a proclamation at the May 17, 2021 City Council meeting. Motion carried 4 – 0.

### **City Attorney**

Nuisances or previous nuisances at various addresses were discussed. City Attorney Suhrhoff provided updates on court hearings and statuses of each. Mayor Nelson discussed concerns of various garages and sheds in the city that are in poor condition. The city attorney and city administrator will work with the building inspector on writing letters to the property owners to repair or remove the structures.

### **Part-Time Library Assistant/Aide**

An interview committee interviewed two candidates that applied for the Library Assistant/Aide position. A recommendation was made from the committee to hire Karin Stoesz at Step 4 of the position’s pay scale. Motion by Kruser, seconded by Janzen, to hire Karin Stoesz as a Library Assistant/Aide at Step 4 of the position’s pay scale effective June 2, 2021. Motion carried 4 – 0.

### **Parade Route**

The Chamber is requesting the City Council to approve the expansion of the parade route on 3<sup>rd</sup> Avenue to end at the old Casey’s building to encourage social distancing. The property owner has given permission to use his lot south of 3<sup>rd</sup> Avenue for parking and pick-up. 3<sup>rd</sup> Avenue would be closed to this point in which vehicles will either need to turn onto Golf Course Road to go north or turn at Cottonwood Road to go east. Motion by Ysker, seconded by Kruser, to approve the requested expansion of the parade route. Motion carried 4 – 0.

### **Adjourn**

The meeting was adjourned at 7:20 p.m.

ATTEST:

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Michael Schulte, Administrator/Clerk



## **City of Mountain Lake Proclamation Peterson Pharmacy & Gifts Appreciation Day**

The COVID-19 pandemic has ravaged the U.S. over the past year. Since early March 2020, our country has seen over 32 million cases of the virus and over 600,000 deaths. Every citizen, business, organization, and government entity has been negatively impacted by the virus.

During this difficult time, pharmacists have been on the front lines managing and preventing the spread of COVID-19. Now, with the availability of several vaccines to prevent the virus, we have taken a turn in the right direction and most every person that wants a vaccine has had access to a shot. Pharmacy vaccinators across the county have been crucial health partners for increasing access and convenience of COVID-19 vaccines. This is true in Mountain Lake. Peterson Pharmacy & Gifts has provided over 2,000 vaccines to residents, many of whom are elderly and would otherwise not have close and relatively easy access to the vaccine. Peterson Pharmacy & Gifts has had their business disrupted in immeasurable ways from the beginning by helping the community understand the impacts of a worldwide pandemic, by providing medicines to the sick during the height of transmission, and to training and administering vaccines. The pharmacists and staff at Peterson Pharmacy & Gifts have done this great service to the community with compassion, and without complaint.

Since Vern and Cheryl Peterson first opened Peterson Drug & Gifts over 37 years ago, they have been servants to the community. For many years Peterson Drug has been a member of the Mountain Lake Chamber of Commerce supporting countless community and business events such as the annual Easter Egg Hunt and Pow Wow to name a few. This dedication to the community persists today under new owner Erica Schroeder. Erica is the person responsible for the store's incredible response to the COVID crises and vaccination of a community.

**NOW, THEREFORE, I, MIKE NELSON**, Mayor of the City of Mountain Lake, do hereby proclaim May 21, 2021, as Peterson Pharmacy & Gifts Appreciation Day across the City of Mountain Lake. I call upon a grateful city council and entire community to join me in recognizing the hard work and dedication Erica Schroeder and all her staff have demonstrated to vaccinate a community against COVID-19.

**IN WITNESS WHEREOF**, I have hereto set my hand this seventeenth day of May 2021.

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Mike Nelson, Mayor  
City of Mountain Lake, Minnesota

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**POWER SALES AGREEMENT**  
**BETWEEN**  
**CENTRAL MINNESOTA MUNICIPAL POWER AGENCY AND**  
**CITY OF MOUNTAIN LAKE**  
**FOR A PURCHASE OF WIND ENERGY**  
**MAY 17, 2021**

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**THIS AGREEMENT** (“A g r e e m e n t”) is executed by and between the Central Minnesota Municipal Power Agency, a municipal corporation and political subdivision of the State of Minnesota created under Minnesota law (“CMMPA” or “Agency”), and the City of Mountain Lake, a Minnesota city that owns and operates a municipal electric utility under Minnesota law (the "Participant").

**RECITALS**

1. CMMPA has entered into a power purchase agreement with Midwest Power Partners for the long-term purchase of wind energy (“PPA”) from what is commonly known as the Wolf Wind facility. Energy, capacity and renewable attributes purchased by CMMPA under the PPA will be delivered at a designated point of delivery within the area governed by the Midcontinent Independent System Operator, hereinafter “MISO” (“Transaction”).
2. Participant is a member of CMMPA and has authorized purchase of an entitlement share of the Transaction and desires to enter an agreement with CMMPA to purchase such an entitlement share.
3. CMMPA proposes to sell, and the Participant proposes to purchase, the Participant's entitlement share, as defined below.

**AGREEMENT**

1. **Term of Agreement.** This Agreement shall be effective immediately upon execution and delivery of the power sales agreements between CMMPA and the Project

Participants listed on Appendix A (“Participants”), and shall remain in effect until April 7, 2041, inclusive (“Term”).

2. **Sale and Purchase.** CMMPA shall sell and deliver and Participant shall purchase and receive a quantity of the energy product equivalent to Participant’s entitlement share of the Transaction, as designated on Appendix A (“Entitlement Share”), all in accordance with the terms of this Agreement. Delivery of Participant’s Entitlement Share shall commence immediately upon such energy product becoming available to CMMPA in accordance with the Transaction. Participant shall also receive renewable energy attributes - and if ever successfully accredited by MISO, capacity credits - equivalent in volume to Participant’s Entitlement Share of energy.

3. **Rates for Purchase and Sale.** The purchase and sale of Participant’s Entitlement Share shall be at the rate of \$25.00 per MWh.

4. **Delivery.** CMMPA shall be solely responsible for the delivery of Participant’s Entitlement Share. Such delivery shall be at pricing node ALTW.WOLFWIND and shall be accomplished by CMMPA in accordance with the procedures, protocols and applicable business practices of the Midcontinent Independent System Operator for settlement of energy products. In the delivery of Participant’s Entitlement Share, CMMPA shall undertake the Market Participant function for the Wolf Wind Facility. CMMPA shall perform the “Day Ahead” scheduling and Settlements to ensure the wind energy is timely sold unto the MISO market at the appropriate node.

All scheduling arrangements provided for in this paragraph are subject to actual availability and operating levels of the Wolf Wind facility from day to day and hour to



hour. Participant acknowledges and agrees that delivery of output allocable to its Entitlement Share are not firm and are contingent upon the operation of the Wolf Wind facility, the availability of transmission and other factors over which CMMPA does not have control.

5. **Project Decisions.** CMMPA shall have responsibility for decisions on behalf of the Participants with respect to all matters related to the Transaction, consistent with the overall best interests of the Participants and CMMPA's requirements, obligations or covenants relative to the Transaction, other applicable agreements, or other legal requirements.

6. **Billing.** CMMPA shall bill Participant for Participant's Entitlement Share of the Transaction on a calendar-month basis. Bills shall be issued by CMMPA as soon as practicable in each month following the calendar month in which the Entitlement Share is delivered. All bills shall show separately all charges, including any administrative charges. Bills shall be payable to CMMPA within thirty (30) days of receipt of the invoice. Any amounts due and not paid by the Participant within the thirty (30) days allotted for payment, may, at CMMPA's sole discretion, accrue interest until paid at the rate of one and one-half percent (1½%) per month, or the standard interest rate of the Federal Energy Regulatory Commission, whichever is less.

7. **Billing Disputes.** Except as set forth below, Participant shall not have the right to challenge any billing statement rendered by CMMPA in relation to the Transaction, invoke arbitration of the same or bring any court or administrative action of any kind questioning the propriety of the same after a period of twenty-four months from the date of rendering.

If Participant disputes any portion of any bill issued by CMMPA under this Agreement, Participant shall pay the full amount of the disputed charges when due, and shall give written notice of the dispute (unless the dispute is based upon information not reasonably available to the Participant at the time required to give notice under this paragraph) to CMMPA not later than ninety (90) days after the date such payment is due. Such notice shall identify the amount in dispute and set forth a full statement of grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given, as provided above. CMMPA shall review such notice in good faith and provide Participant with a determination within thirty (30) days following receipt of such notice. If the matter is not resolved in such manner, the matter may be submitted to dispute resolution, as provided below. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference shall be appropriately reflected as a debit or credit on the next monthly bill.

**8. Nature of the Obligation to Pay.** Participant shall have no right to terminate its purchase of its Entitlement Share of the Transaction under this Agreement, nor any right to withhold from CMMPA any payments due or to become due under this Agreement. Participant may recover from CMMPA any amounts previously paid under this Agreement if such amounts were paid in error or contrary to the provisions of this Agreement or law. The obligation of Participant to pay all rates and charges established by CMMPA under this Agreement shall not be subject to any reduction, whether by offset, counterclaim, recoupment or otherwise and shall not be otherwise conditioned upon performance by

CMMPA of its obligations under this Agreement, or by the other Participants of their obligations, or any other instrument or agreement.

9. **Rate Sufficiency Obligation.** Participant shall establish, maintain and collect rates and charges for electric service so as to provide revenues sufficient, together with available electric system reserves, to enable the Participant to pay CMMPA (i) all amounts payable under this Agreement; (ii) all other operating expenses of Participant's electric system; and (iii) all other obligations of Participant payable from, or constituting a lien on, the revenues of its electric system.

10. **Electric System Operations.** Participant covenants to operate and maintain its electric system in a sound, businesslike manner in accordance with Prudent Utility Practice, as defined below.

“Prudent Utility Practice” shall mean any of the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry at a given time) which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts. In evaluating whether any matter conforms to Prudent Utility Practice, the parties shall take into account (i) the fact that both the Participant and CMMPA are bodies politic and corporate and political subdivisions under the laws of the State of Minnesota, with the statutory duties and

responsibilities thereof, and (ii) the terms and conditions of the PPA and other applicable Project-related agreements.

11. **Source of Payments.** Participant shall not be required to make any payments to CMMPA under this Agreement except from the revenues and other moneys derived by the Participant from its electric department or system. Participant hereby agrees that amounts payable by the Participant under this Agreement shall be paid by the Participant as an operating expense of the Participant's electric system. In no event shall CMMPA, or any other person or entity, including any person or entity to which revenues under this Agreement have been assigned or pledged, be entitled to look to, or seek to recover from, any other revenues, monies or property of Participant for payment of any amounts due under this Agreement. The obligation of Participant to make payments for services under this Agreement shall not constitute a general obligation of Participant and Participant shall not be required to make such payments from any source other than the revenues and funds referred to in this paragraph. In no event shall Participant be required to make payments under this Agreement from tax revenues or to impose any new tax or adjust any existing tax for such purpose.

12. **Default.** Upon failure of Participant to make any payment in full when due under this Agreement or to perform any obligation herein, CMMPA shall make demand upon the Participant, and, subject to the dispute provisions of this Agreement, if said failure is not cured within 20 days from the date of such demand it shall constitute a default at the

expiration of such period (“Default”). Notice of such demand and any subsequent Default shall be provided to the other Participants by CMMPA.

If Participant in good faith disputes the legal validity of said demand, it shall make such payment or perform such obligation within said 20-day period under protest directed to CMMPA. Such protest shall specify the reasons upon which the protest is based. The parties shall then implement the dispute resolution process provided below.

Upon occurrence of a Default, CMMPA shall use its best efforts to sell and transfer all or a portion of such Participant's Entitlement Share for all or a portion of the remainder of the term of this Agreement. The other Participants shall be given the first right to accept such portion of the defaulting Participant’s Entitlement Share on a pro rata basis in accordance with the Participants’ entitlement shares as depicted on Appendix A. Any remaining portion of the Participant’s Entitlement Share may then be made available for sale or transfer to non-participating electric utilities. If all or any portion of Participant's Entitlement Share is transferred pursuant to this paragraph, the Participant's Entitlement Share shall not be reduced, and the Participant shall remain liable to CMMPA to pay the full amount owed for its Participant Entitlement Share as if such sale had not been made, except that Participant’s liability shall be discharged to the extent that CMMPA receives payment from the purchaser or purchasers thereof.

**13. Other Participants’ Payment Default.** Upon a Default of any other Participants, and except as all or a portion of such other Participants’ entitlement shares may be transferred in accordance with paragraph 12, above, Participant's Entitlement Share shall be automatically increased for the remaining term of this Agreement on a pro rata basis

with the entitlement shares of the other non-defaulting Participants, and the entitlement shares of such other defaulting Participants shall be reduced correspondingly; provided, that no such reduction shall reduce the defaulting Participants' obligations under their respective power sales agreements; and further provided, that the sum of such step-up increases for Participant pursuant to this paragraph shall not exceed, without consent of the Participant, an Accumulated Maximum Step-Up Percentage, as defined and set forth in Appendix A.

Failure of Participant to make payments for any amounts due to CMMPA for step-up increases to Participant's Entitlement Share under the previous paragraph shall constitute a Default, and the fact that other Participants may have assumed the obligation to make such payments shall not relieve Participant of its liability for such step-up payments. Any other Participants assuming such obligation, either individually or as a member of a group, shall have a right to enforce Participant's obligation to make step-up payments, diminished to the extent such Participants have received value from the absorption of Participant's increased Entitlement Share under the step-provisions of this Agreement. To enforce these rights, CMMPA or the other Participants, either jointly or severally, may initiate any lawsuit, action or proceeding, at law or in equity, including suits for specific performance, against Participant. CMMPA shall be entitled to recover from the defaulting Participant any and all legal fees and other costs incurred by CMMPA as a result of Participant's Default.

**14. Default events other than Nonpayment.** Failure of either party to adhere to any covenant, agreement or obligation of this Agreement, other than a failure to make required

payments, shall be deemed a “Nonpayment Default”. The non-defaulting party may bring any suit, action, or proceeding in law or in equity, including for damages, mandamus, injunction, specific performance, declaratory judgment, or any combination thereof, to enforce such covenant, agreement or obligation against the defaulting party. Such remedies shall be in addition to all other remedies provided for herein.

**15. Records and Audit.** CMMPA shall maintain adequate records to substantiate the charges provided under this Agreement. Participant shall have the right to audit those records, at any time during regular business hours upon reasonable advance notice. In the event an audit shows a refund due Participant or underpayment to CMMPA, the next month’s billing shall be adjusted accordingly. CMMPA shall be responsible for making facility output information available to the Participant.

**16. Participant Information.** Participant agrees to supply CMMPA, upon request, with such information and documentation as may be required, including financial statements and other information reasonably available to Participant, in order to allow CMMPA to respond to requests for such information from any federal, state or local regulatory body, or as may be required by the Transaction.

**17. Enforcement of Obligations.** CMMPA shall at all times maintain and promptly and vigorously enforce its rights under the Transaction against the appropriate counterparties. In addition, CMMPA shall diligently enforce all other provisions of the Transaction to the benefit of the Project Participants.

**18. Force Majeure.** Neither Participant, nor CMMPA, shall be considered in default as to any obligation under this Agreement if prevented from fulfilling such obligations by

reason of uncontrollable forces, the term “uncontrollable forces” being deemed for purposes of this Agreement to mean any cause beyond the control of the party affected, including but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, terrorism, unavailability of fuel, and restraint of court or public authority, which by due diligence and foresight such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

19. **Modification and Uniformity of Agreements.** This Agreement shall not be subject to termination by any party under any circumstances, whether based upon the default of any other party under this Agreement, or any other instrument, or otherwise, except as specifically provided in this Agreement. This Agreement shall not be amended, modified, or otherwise changed by agreement of parties in any manner that will materially and adversely affect the security afforded by the provisions of this Agreement for the payment of all charges associated with Participant’s Entitlement Share.

20. **Notices.** Any notice, demand, approval, proposal, protest, direction or request provided for in this Agreement to be delivered, given or made to Participant shall be deemed delivered, given or made if delivered in writing in person or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the person and at the address designated in writing filed with CMMPA by the Participant. The Participant may change such designation, at any time and from time to time, by giving notice to CMMPA as below provided. Any such notice, demand or request to be delivered, given or



made to CMMPA shall be deemed delivered, given or made if delivered in writing, in person, or sent by mail as above provided to the following address:

Chief Executive Officer  
Central Minnesota Municipal Power Agency  
459 South Grove Street  
Blue Earth, Minnesota 56013  
Email: \_\_\_\_\_

Or such other address designated by CMMPA, as provided above.

**21. Dispute Resolution.** The Parties agree to use commercially reasonable efforts to settle promptly any disputes or claims arising out of or relating to this Agreement through negotiation conducted in good faith between senior executives or management personnel having authority to reach such a settlement. The negotiations shall take place as soon as practicable after, but in no event more than thirty (30) days after, a dispute arises. If after these negotiations the dispute is not resolved, then either or both Parties may pursue any legal remedies to the dispute at law or in equity, or pursue arbitration, as provided below.

If either party elects to pursue arbitration, copies of any such request shall be given to all other Participants and it shall specify the issue or issues in dispute. Within ten days after receipt of such a request CMMPA and the Participant shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not accomplished, CMMPA or the Participant may request the American Arbitration Association to appoint an arbitrator. The arbitrator so selected or appointed shall conduct a hearing within thirty days thereafter, unless such time is extended by agreement of CMMPA and the Participant. The arbitrator shall notify the parties of his or her decision, stating his or her reasons for such decision and separately listing his or her findings of fact and conclusions of law. The

arbitrator shall not have the power to amend or add to this Agreement. Subject to such limitation, the decision of the arbitrator shall be final and binding on CMMPA and the Participant except that either party may petition a court of competent jurisdiction for review of errors of law. The pendency of arbitration or legal action shall affect neither the obligation of the Participant to make any payment in full when due under this Agreement nor the obligations of CMMPA to provide power to the Participant. The prevailing party of a disputed matter shall be entitled to recover from the other party the costs of legal fees and other costs of arbitration or court proceedings.

22. **Applicable Law.** This Agreement is made under and shall be governed by the law of the State of Minnesota.

23. **Severability.** If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall be unaffected by such adjudication and all of the remaining provisions of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

24. **Assignment of Agreement.** This Agreement shall inure to the benefit of, and shall be binding upon, the respective successors and assigns of the parties to this Agreement; provided, that neither this Agreement, nor any interest herein, shall be assigned or transferred or sold by the Participant, including in connection with any sale, transfer or other disposition of Participant's system, except as provided herein, without the written

consent of CMMPA. No such assignment or transfer or sale shall relieve the Participant of any obligation hereunder.

**25. Duly Authorized Signatories; Binding Effect of Execution.** CMMPA as to its signatory and the Participant as to its signatory each hereby represents and warrants that the person executing this Agreement on its respective behalf is duly authorized to do so, and that, by such execution set forth on the following page of this Agreement, such party is hereby duly and lawfully bound by this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the 17<sup>th</sup> day of May, 2021.

**CENTRAL MINNESOTA MUNICIPAL POWER AGENCY**

By

---

Crystal Johnson, President

By

---

David Meyer, Secretary

**THE COUNCIL OF THE CITY OF MOUNTAIN LAKE, MINNESOTA**

By

---

Title:

By

---

Title:

**APPENDIX A**  
**PARTICIPANTS AND PARTICIPANT ENTITLEMENT SHARES**

The Participants that have entered into Power Sales Agreements with CMMPA for the Transaction are:

1. Blue Earth	Participant Entitlement and Step-Up Share = 11.2% Nameplate Wind Equivalent = 0.7 MW
2. Fairfax	Participant Entitlement and Step-Up Share = 3.2% Nameplate Wind Equivalent = 0.2 MW
3. Glencoe	Participant Entitlement and Step-Up Share = 33.6% Nameplate Wind Equivalent = 2.1 MW
4. Janesville	Participant Entitlement and Step-Up Share = 7.2% Nameplate Wind Equivalent = 0.45 MW
5. Kenyon	Participant Entitlement and Step-Up Share = 6.4% Nameplate Wind Equivalent = 0.4 MW
6. Mountain Lake	Participant Entitlement and Step-Up Share = 11.2% Nameplate Wind Equivalent = 0.7 MW
7. Sleepy Eye	Participant Entitlement and Step-Up Share = 11.2% Nameplate Wind Equivalent = 0.7 MW
8. Windom	Participant Entitlement and Step-Up Share = 16.0% Nameplate Wind Equivalent = 1.0 MW

Notes

- 1) Maximum volume (in MW) is shown above.
- 2) Because wind is an intermittent resource and all output comes from the same delivery point, the Step-Up Percentage is calculated as a percent of the total MW subscription.

# MUSKE, SUHRHOFF, & PIDDE, Ltd.

ATTORNEYS AT LAW

937 Third Avenue

P.O. Box 397

Windom, MN 56101

Phone (507)831-5575

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Paul N. Muske  
Maryellen Suhrhoff + \* -  
Matthew L. Muske  
Jeanette Pidde

Springfield: (507) 723-6221  
Westbrook: (507) 274-5980  
Comfrey: (507) 877-6801

May 18, 2021

Chief Executive Officer  
Central Minnesota Municipal Power Agency  
459 South Grove Street  
Blue Earth, Minnesota 56013

RE: Power Sales Agreement between Central Minnesota Municipal Power Agency and the City  
of Mountain Lake, a Minnesota municipal corporation

Dear Sir:

This opinion is being rendered, as requested by the Central Minnesota Municipal Power Agency (the "Agency"), in connection with the execution and delivery of the Power Sales Agreement dated May 17, 2021 (the "Agreement"), between the Agency and the City of Mountain Lake (the "Participant") for Purchase of Wind Energy.

I am the attorney for the Participant and have acted as such in connection with the execution and delivery of the Agreement. In that capacity, I have examined originals or copies certified or otherwise identified to my satisfaction, of the following:

- (a) copy of the Power Sales Agreement between the Agency and the City of Mountain Lake (the "Participant") for Purchase of Wind Energy;
- (b) a certified copy of the resolution adopted by the City of mountain Lake and the Mountain Lake Municipal Utilities Commission;
- (c) such other documents, instruments, certificates, opinions and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the foregoing, I am of the opinion that:

1. **Valid Existence:** The Participant is a municipal corporation duly created and validly existing pursuant to the Constitution and Statutes of the State of Minnesota.
2. **Performance:** The Participant has full legal right and authority to enter into the Agreement and to carry out its obligations hereunder.

The participant has the authority to purchase electrical energy and electrical capacity and to enter into contracts for such purposes.

3. **Organization, Grant of Authority:** The Participant is a statutory city duly organized and existing under the laws of the State of Minnesota. The Participant has also established a Public Utility Commission (pursuant to Minnesota Statutes Sec. 412.331).
4. **Rates and Charges:** The Participant has full legal right and authority to fix, impose and collect rates and charges, and such rates and charges are not subject to the regulatory jurisdiction of any State government, local government (other than that of the Participant), or regulatory authority.
5. **Owner of Electric Distribution System:** The Participant has legal title to and the beneficial interest in and is beneficially possessed of the electric utility system or integrated utility system such Participant owns, maintains, and operates.
6. **Authorization, Execution:** At meetings duly called and held at which quorums were present and acting throughout, Mountain Lake Utilities Commission adopted a Resolution which authorized and approved the Power Sales Agreement and the Mountain Lake City Council has adopted a Resolution which authorized and approved the Power Sales Agreement and its execution and delivery. The Power Sales Agreement has been duly authorized, executed and delivered by the appropriate officers of the Participant and, assuming that the Agency has all the requisite power and authority to execute and deliver, and has duly authorized, executed and delivered the Power Sales Agreement, the aforesaid agreement constitutes legal, valid and binding obligations of the Participant enforceable in accordance with its terms subject, however, to the effect of, and to the restrictions and limitations imposed by or resulting from bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally.
7. **No Violation, Etc.:** The execution and delivery of the Agreement by the Participant, the performance by the Participant of its obligations thereunder and the consummation of the transactions contemplated by these agreement do not and will not contravene any provision of the Certificate of Incorporation or City Code or any other organizational document of the Participant and any amendment thereto under which the Participant is organized and presently operating or any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or administrative agency having jurisdiction over the Participant or its property or result in a breach or violation of any of the terms and provisions of or constitute a default under, any existing bond resolution, indenture, mortgage, deed of trust or other agreement to which Participant is a party or by which it or its property is bound.

8. **Approvals:** All approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required on the part of the Participant in connection with the execution, delivery and performance of the Agreement have been obtained or made.
9. **Litigation:** To my knowledge after due inquiry, there is no litigation or other proceedings pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Participant or the validity, legality or enforceability of the Agreement.

Yours very truly,

Maryellen Suhrhoff  
City Attorney for the City of Mountain Lake



**RESOLUTION #10-21  
CITY OF MOUNTAIN LAKE, MN  
RESOLUTION AUTHORIZING THE EXECUTION OF A WHOLESALE POWER  
AGREEMENT**

BE IT RESOLVED by the Council of the City of Mountain Lake, Minnesota (hereinafter referred to as “Council”) as follows:

**Section 1.** The Council owns and operates an electric utility system under Minnesota law and through such utility distributes and sells electric power and energy at retail;

**Section 2.** The Council is a member of the Central Minnesota Municipal Power Agency, a joint electric power agency formed under Minnesota Statutes Section 453.51 through 453.62 (“CMMPA”);

**Section 3.** The Council has determined that it is in the best interests of its electric ratepayers for the Council to enter into a power sales agreement with CMMPA for the purchase of an entitlement share of a long-term wind energy product agreed in April 2021 between CMMPA and Midwest Power Partners. Said contract began on April 8, 2021 and will continue through April 7, 2041. This agreement would supersede the existing contractual treatment of the project as done through CMMPA’s Additional Service Agreements. A volume of renewable attributes – and if accredited capacity credits - commensurate with the energy share will be included in this price.

**WHEREAS**, the Council has examined all other matters it deems relevant:

**NOW, THEREFORE**, be it resolved that the “Power Sales Agreement Between Central Minnesota Municipal Power Agency and Midwest Power Partners for Purchase of Wind Energy” be hereby approved in substantially the form presented to the Council for this meeting and that Mayor Nelson is authorized to execute and deliver the Agreement to the counterparties on behalf of the Council with such changes therein as shall be approved by the Council Attorney and/or other designative representatives of the Council, the execution thereof to constitute conclusive evidence of the President’s approval of any and all changes or revisions therein from the form of the Agreement hereby approved.

**THIS RESOLUTION SHALL BE IN FULL FORCE AND EFFECT IMMEDIATELY AFTER ITS PASSAGE AND APPROVAL AS PROVIDED BY LAW.**

Passed and approved this 17<sup>th</sup> day of May, 2021.

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Mayor  
Mike Nelson

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Attest:  
Michael Schulte

## FIRE DEPARTMENT

	<u>Contract</u> @ \$175 per section	Township Equipment @ \$155 per section
Kimball Township (14)	\$2,450.00	\$2,170.00
Carson Township (18)	\$3,150.00	\$2,790.00
Mountain Lake Township (36)	\$6,300.00	\$5,580.00
Midway Township (35)	\$6,125.00	\$5,425.00
Selma Township (5)	\$875.00	\$775.00
Lakeside Township (11)	\$1,925.00	\$1,705.00
Total of 119 sections	\$20,825.00	\$18,445.00

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**Ambulance**

	<b>\$3 per capita charge</b>	<b>Amount</b>
<b>Mountain Lake Township</b>	<b>442</b>	<b>\$1,326.00</b>
<b>Delton Township</b>	<b>53</b>	<b>\$159.00</b>
<b>Carson Township</b>	<b>145</b>	<b>\$435.00</b>
<b>Midway Township</b>	<b>208</b>	<b>\$603.00</b>
<b>Selma Township</b>	<b>150</b>	<b>\$450.00</b>
<b>Lakeside Township</b>	<b><u>139</u></b>	<b>\$417.00</b>
	<b>1137</b>	<b>\$3,390.00</b>

**Resolution #11-21**  
**Certification of Unpaid Fire Service Charge**  
**City of Mountain Lake, MN**

**WHEREAS** the City Council of the City of Mountain Lake, Minnesota acknowledges that the property located in the Mountain Lake Fire Service District listed below failed to pay the remaining amount of their fire service charge when notified of their existence, and

<b>Parcel Number</b>	<b>Amount</b>
22.610.0930	\$900.00

**WHEREAS** Minnesota Statutes, Chapter 429.101 allows this unpaid cost to be certified to the county auditor for collection as other taxes are collected and provides a procedure for such certification; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mountain Lake, Minnesota that it approves the certification as listed above, payable in a single installment at an annual rate of 0% interest.

**BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized and directed to certify the same to the County Auditor.

Adopted by the Council this 17<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Mike Nelson, Mayor

ATTEST: \_\_\_\_\_  
Michael Schulte, Administrator/Clerk

May 10, 2021

City of Mountain Lake  
930 3rd Avenue  
Mountain Lake, MN 56159

City Council-

Because of the Covid 19 Pandemic we had to cancel last years Pow Wow Road Race and Fitness Walk. We, like many, were saddened, not only by the cancellation of the race, but the effect it had world wide. Having said that, we are pleased to announce that we will be having our 48th annual race on June 20th. We are one of the longest running races, in Minnesota, and take great pride in that.

We are also very proud that it is one of the most affordable races in Minnesota. This would not be possible without your help. In the past you have made a generous contribution of \$300.00. We are hoping that you would be willing to match that again this year.

In closing, thank you for your past help and hopefully, again this year.

Sincerely,



Paul Metcalf, Co-Chairman  
Box 63  
Mountain Lake, Mn 56159

**Ordinance #2-21**  
**An Ordinance of the City of Mountain Lake**  
**Amending Section 9.33 Subdivision 2.2 of the City Code**

The City Council of Mountain Lake ordains as follows:

**Section 9.33 Subdivision 2.2. is amended as follows:**

**SECTION 9.33 RESTRICTIVE FLOODPLAIN MANAGEMENT ORDINANCE**

**SUBDIVISION 2.0 GENERAL PROVISIONS:**

**2.1 Lands to Which Ordinance Applies:** This ordinance applies to all lands within the jurisdiction of the City of Mountain Lake shown on the Flood Insurance Rate Maps adopted in Subdivision 2.2 as being located within the boundaries of the Floodplain District. The Floodplain District is an overlay district that is superimposed on all existing zoning districts. The standards imposed in the overlay districts are in addition to any other requirements in this ordinance. In case of a conflict, the more restrictive standards will apply.

~~**2.2 Adoption of Flood Insurance Study and Maps:** The Flood Insurance Study for Cottonwood County, Minnesota, and Incorporated Areas, dated July 1980, and Flood Insurance Rate Map panel 2706220150B, dated January 2, 1981; prepared by the Federal Emergency Management Agency, are hereby adopted by reference and declared to be a part of this ordinance and the Official Zoning Map. These materials are on file at Mountain Lake City Hall.~~

**2.2 Incorporation of Maps by Reference:** The following maps together with all attached material are hereby adopted by reference and declared to be a part of the Official Zoning Map and this ordinance. The attached material includes the Flood Insurance Study for Cottonwood County, Minnesota, and Incorporated Areas, and Flood Insurance Rate map panel 27033C0375E, both dated September 24, 2021, and prepared by the Federal Emergency Management Agency. These materials are on file at Mountain Lake City Hall.

Passed by the Council this 23<sup>rd</sup> day of June, 2021.

\_\_\_\_\_  
Mike Nelson, Mayor

Attest: \_\_\_\_\_  
Michael Schulte, City Administrator/Clerk