

**Regular Council Meeting
Mountain Lake City Hall
Monday, May 21, 2018
6:30 p.m.**

AGENDA

1. Meeting Called to Order
 - * Further information on agenda item is attached

2. Approval of Agenda and Consent Agenda
 - a. Bills: Check #21167 – 21212, 544E-545E *(1-5)
 - b. Approval of Payroll Checks #63862-63899
 - c. Approval of April 6 EDA Board Minutes *(6-7)
 - d. Approval of April 9 Lake Commission Minutes (8-9)
 - e. Approval of April 11 Library Board Minutes, April Library Report, and April Library Expenditures *(10a-11)
 - f. Approval of April 26 Utility Commission Minutes *(12-13)
 - g. Approval of May 3 Board of Appeal and Equalization Minutes *(14)
 - h. Approval of May 7 City Council Minutes *(15-17)
 - i. Approve donation of \$300 to Pow Wow Road Race *(18)

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

4. Public Hearing for Tax Abatement
 - a. Contract to Approve Tax Abatement Agreement by and Between City of Mountain Lake, Minnesota and Casey's Retail Company *(19-30)

5. Library
 - a. Repairs for East Furnace: John Hall – Handy Heating & Cooling *(31-32)

6. Mountain Lake City Park
 - a. Light Poles near Basketball Court *(33)

7. City Administrator
 - a. City Administrator Report
 - b. Timesheet Template
 - c. Meetings

8. Adjourn

***Check Detail Register©**

*May 21, 2018
mtg
21167-21212
544E-545E*

May 2018

Check Amt Invoice Comment

10100 United Prairie

Paid Chk# 021167	5/14/2018	COMMISSIONER OF REVENUE	
G 101-21702	State Withholding		\$81.16
Total		COMMISSIONER OF REVENUE	\$81.16

Paid Chk# 021168	5/14/2018	INTERNAL REVENUE SERVICE	
G 101-21703	FICA Tax Withholding		\$792.86
G 101-21701	Federal Withholding		\$89.31
Total		INTERNAL REVENUE SERVICE	\$882.17

Paid Chk# 021169	5/10/2018	AFLAC	
G 101-21713	AFLAC		\$249.64
Total		AFLAC	\$249.64

Paid Chk# 021170	5/10/2018	BCBS/HSA	
G 101-21714	HSA		\$1,008.39
Total		BCBS/HSA	\$1,008.39

Paid Chk# 021171	5/10/2018	COMMISSIONER OF REVENUE	
G 101-21702	State Withholding		\$885.82
Total		COMMISSIONER OF REVENUE	\$885.82

Paid Chk# 021172	5/10/2018	GISLASON & HUNTER	
G 101-21712	Garnishments		\$398.90
Total		GISLASON & HUNTER	\$398.90

Paid Chk# 021173	5/10/2018	INTERNAL REVENUE SERVICE	
G 101-21703	FICA Tax Withholding		\$2,766.88
G 101-21701	Federal Withholding		\$1,635.70
Total		INTERNAL REVENUE SERVICE	\$4,402.58

Paid Chk# 021174	5/10/2018	LAW ENFORCEMENT LABOR SERV	
G 101-21711	PD UNION DUES		\$147.00
Total		LAW ENFORCEMENT LABOR SERV	\$147.00

Paid Chk# 021175	5/10/2018	PERA	
G 101-21704	PERA		\$4,760.66
Total		PERA	\$4,760.66

Paid Chk# 021176	5/10/2018	VALIC	
G 101-21705	VALIC		\$388.00
Total		VALIC	\$388.00

Paid Chk# 021177	5/10/2018	MSRS	
G 101-21716	MSRS		\$29,747.91
Total		MSRS	\$29,747.91

Paid Chk# 021178	5/10/2018	COTTONWOOD COUNTY AUD/TREAS		
G 230-15502	Prepaid RE Tax-Hometown Café	\$2,576.00	22.320.0040-HOMETOWN CAFÉ RE TAX	
G 240-15501	Prepaid RE Tax-ML FITNESS	\$582.00	22.520.0360-ML FITNESS RE TAX	
G 240-15501	Prepaid RE Tax-ML FITNESS	\$734.00	22.520.0370-ML FITNESS RE TAX	
E 609-46330-354	Real Estate Taxes	\$100.00	22.358.0135-MASON MANOR RE TAX	
E 205-46500-354	Real Estate Taxes	\$396.00	22.421.0020-SNEER LOT	
E 205-46500-354	Real Estate Taxes	\$320.00	22.420.0030-RADTKE LOT	
E 205-46500-354	Real Estate Taxes	\$28.00	22.520.0310-BONNIES CAFÉ LOT	
E 608-46330-354	Real Estate Taxes	\$44.70	22.416.0121-HERITAGE ESTATES	
E 607-46330-354	Real Estate Taxes	\$23.02	22.416.0121-HERITAGE ESTATES	

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May 2018

			Check Amt	Invoice	Comment
E 205-46500-354	Real Estate Taxes		\$40.00		22.520.0300-OLD BAR PROPERTY
E 235-46340-354	Real Estate Taxes		\$2,800.00		22.520.0350-FULDA CREDIT BLDG
E 450-46300-354	Real Estate Taxes		\$78.00		22.520.0990-FORMER ROSS BLDG
E 450-46300-354	Real Estate Taxes		\$62.00		22.520.1000-FORMER JOY SHOPPE
E 450-46300-354	Real Estate Taxes		\$48.00		22.520.1010-FORMER HANSON DUPLEX
E 450-46300-354	Real Estate Taxes		\$24.00		22.520.1020-FORMER CAROL DICK BLDG
E 608-46330-354	Real Estate Taxes		\$1,036.77		22.611.0010-HERITAGE ESTATES
E 607-46330-354	Real Estate Taxes		\$534.09		22.611.010-HERITAGE ESTATES
E 361-47000-430	Miscellaneous		\$1.65		DEED TAX COMMERCIAL PARK
Total COTTONWOOD COUNTY AUD/TREAS			\$9,428.23		
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Paid Chk# 021179	5/10/2018	COTTONWOOD COUNTY RECORDER			
E 361-47000-430	Miscellaneous		\$46.00		RECORDING FEE-TRANSFER COMMERCIAL PARK TO EDA
Total COTTONWOOD COUNTY RECORDER			\$46.00		
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Paid Chk# 021180	5/10/2018	DANIEL MELHEIM			
E 607-46330-402	Repairs/Maint- Ground		\$746.67		APRIL SNOW REMOVAL
E 608-46330-402	Repairs/Maint- Ground		\$746.67		APRIL SNOW REMOVAL
E 609-46330-402	Repairs/Maint- Ground		\$746.66		APRIL SNOW REMOVAL
Total DANIEL MELHEIM			\$2,240.00		
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Paid Chk# 021181	5/10/2018	DARFUR ELECTRIC			
E 607-46330-401	Repairs/Maint Buildings		\$93.52	4234	REPLACE KITCHEN LIGHT 400C
E 609-46330-401	Repairs/Maint Buildings		\$93.52	4234	REPLACE BREAKER 1024
Total DARFUR ELECTRIC			\$187.04		
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Paid Chk# 021182	5/10/2018	DAVID JUNGAS			
E 361-47000-430	Miscellaneous		\$270.00		WARRANTY DEED-COMMERCIAL PARK
Total DAVID JUNGAS			\$270.00		
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Paid Chk# 021183	5/10/2018	EMILY MOY			
G 609-22000	Deposits		\$655.00		REFUND DEPOSIT
E 609-46330-615	Rent Deposit Interest		\$13.20		REFUND DEPOSIT
Total EMILY MOY			\$668.20		
<hr/>					
Paid Chk# 021184	5/10/2018	INTEGRO SERVICES GROUP INC.			
E 450-46300-434	Project Expense		(\$5,000.00)		void check
E 450-46300-434	Project Expense		\$5,000.00	2185	CONSULTING SERVICES-DOWNTOWN PROJECT
Total INTEGRO SERVICES GROUP INC.			\$0.00		
<hr/>					
Paid Chk# 021185	5/10/2018	ROBERT ANDERSON			
E 205-46500-331	Travel Expenses		\$202.74		MILEAGE
Total ROBERT ANDERSON			\$202.74		
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Paid Chk# 021186	5/10/2018	SIMPLEX GRINNELL			
E 303-47000-430	Miscellaneous		\$912.48	84727787	REPLACE LEAKING ANGLE VALVE AT POPD KERNS
Total SIMPLEX GRINNELL			\$912.48		
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Paid Chk# 021187	5/10/2018	SMITH APPLIANCE			
E 609-46330-401	Repairs/Maint Buildings		\$80.00	1361	SERVICE CALL-DISHWASHER 1024 ESTATE DR
Total SMITH APPLIANCE			\$80.00		
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Paid Chk# 021188	5/10/2018	TABITHA GARLOFF			
E 609-46330-401	Repairs/Maint Buildings		\$413.79	4/24/2018	DISHWASHER FOR 1024 AND MILEAGE
Total TABITHA GARLOFF			\$413.79		

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			Check Amt	Invoice	Comment
Paid Chk# 021189	5/10/2018	WAYNE WAGNER			
E 450-46300-434	Project Expense		\$149.17		DOWNTOWN PROJECT CONSULTATION
	Total	WAYNE WAGNER	\$149.17		
Paid Chk# 021190	5/17/2018	AMBULANCE FUND			
E 231-42154-430	Miscellaneous		\$19.03	5/12/18	FOOD ON AMBULANCE RUN
	Total	AMBULANCE FUND	\$19.03		
Paid Chk# 021191	5/17/2018	AMERIPRIDE			
E 101-43100-215	Shop Supplies		\$39.11	2800875785	TOWELS FOR ST DEPT
E 101-41400-401	Repairs/Maint Buildings		\$49.54	2800875785	MATS FOR CITY HALL
	Total	AMERIPRIDE	\$88.65		
Paid Chk# 021192	5/17/2018	BALZER			
E 101-43150-220	Repair/Maint Supply		\$54.07	PSINV68472	HOSE,HOSE CLAMP-STORM SEWER
	Total	BALZER	\$54.07		
Paid Chk# 021193	5/17/2018	C & B OPERATIONS LLC			
E 101-43100-404	Repairs/Maint Machinery/Equip		\$55.13	2599670	ZERK,NUT,WASHER,BOLT-SKID STEER
	Total	C & B OPERATIONS LLC	\$55.13		
Paid Chk# 021194	5/17/2018	CASEYS-CREDIT CARD DEPARTMENT			
E 101-00000-430	Miscellaneous		\$205.72		UT GAS
E 101-43100-212	Motor Fuels		\$353.78		ST DEPT GAS
E 101-45200-212	Motor Fuels		\$148.16		PARKS GAS
E 101-43150-220	Repair/Maint Supply		\$7.88	4-25-18	GAS FOR STORM SEWER PUMP
E 205-46500-430	Miscellaneous		\$27.77	4-6-18	EDA LUNCH
	Total	CASEYS-CREDIT CARD DEPARTMENT	\$743.31		
Paid Chk# 021195	5/17/2018	COUNTRY PRIDE SERVICES			
E 231-42154-212	Motor Fuels		\$241.77		AMBULANCE DIESEL
E 101-42100-212	Motor Fuels		\$693.93		POLICE DEPT GAS
E 101-43100-212	Motor Fuels		\$1,430.91		ST DEPT GAS
E 101-43100-404	Repairs/Maint Machinery/Equip		\$214.66	097268,19159	ST DEPT-2X10,PAINT,COUPLING,AIR COMPRESSOR BATTERIES
E 101-43100-401	Repairs/Maint Buildings		\$26.16	191581,19192	ST DEPT-CARTRIDGE,FURNACE FILTER
E 607-46330-401	Repairs/Maint Buildings		\$139.33	191616,19162	HERITAGE ESTATES-FILTERS, BATTERIES
E 608-46330-401	Repairs/Maint Buildings		\$149.10	191616,19162	HERITAGE ESTATES-FILTERS & BATTERIES
E 211-45500-520	Buildings and Structures		(\$217.90)	191684	LIBRARY-PAINT REFUND
E 211-45500-520	Buildings and Structures		\$43.23	192197,19230	LIB-BOLTS,PAINT,PAIL LINER
E 101-43100-430	Miscellaneous		\$18.17	192200	ST DEPT-WHITE MARKER FLAGS
E 101-43100-226	Sign Repair Materials		\$61.96	192323	SIGN REPAIR-SOCKETS,SCREWS
E 221-42200-401	Repairs/Maint Buildings		\$230.59	192337,19251	FD-STAPLE GUN & STAPLES,PERCOLATOR & KEYPAD FOR LOCK
E 101-45183-402	Repairs/Maint- Ground		\$1.50	192408	LAG SCREWS-CAMPGROUND SIGN
E 609-46330-401	Repairs/Maint Buildings		\$134.10	192427,19161	MASON MANOR-FILTERS & CARTRIDGES,DISHWASHER FITTING (1024)
	Total	COUNTRY PRIDE SERVICES	\$3,167.51		
Paid Chk# 021196	5/17/2018	DARON J. FRIESEN			
E 101-43100-430	Miscellaneous		\$144.99	5/14/2018	SAFETY SHOES
	Total	DARON J. FRIESEN	\$144.99		
Paid Chk# 021197	5/17/2018	DOUG BRISTOL			
E 101-42100-430	Miscellaneous		\$16.83		PAINT FOR BIKE RODEO
	Total	DOUG BRISTOL	\$16.83		

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		Check Amt	Invoice	Comment
Paid Chk# 021198	5/17/2018	DUERKSEN ELECTRIC INC.		
E 211-45500-401	Repairs/Maint Buildings	\$29.17	3453	REPLACE SWITCH IN EAST ROOM AT LIBRARY
Total DUERKSEN ELECTRIC INC.		\$29.17		
Paid Chk# 021199	5/17/2018	EXPERT T BILLING		
E 231-42154-300	Professional Svcs	\$406.00	4476	APRIL AMBULANCE BILLING
Total EXPERT T BILLING		\$406.00		
Paid Chk# 021200	5/17/2018	HANSON PLUMBING		
E 101-45183-401	Repairs/Maint Buildings	\$190.68	5185	WORK AT CAMPGROUND
Total HANSON PLUMBING		\$190.68		
Paid Chk# 021201	5/17/2018	HANSON PLUMBING		
E 211-45500-220	Repair/Maint Supply	\$108.20	5178	POWER VEE AT LIBRARY
Total HANSON PLUMBING		\$108.20		
Paid Chk# 021202	5/17/2018	HOMETOWN SANITATION SERVICE		
E 101-45183-384	Refuse/Garbage Disposal	\$112.25	285450	MAY CAMPGROUND GARBAGE
Total HOMETOWN SANITATION SERVICE		\$112.25		
Paid Chk# 021203	5/17/2018	INTEGRO SERVICES GROUP INC.		
E 450-46300-434	Project Expense	\$2,500.00		CONSULTING SERVICES-DOWNTOWN
Total INTEGRO SERVICES GROUP INC.		\$2,500.00		
Paid Chk# 021204	5/17/2018	INTEGRO SERVICES GROUP INC.		
E 450-46300-434	Project Expense	\$2,500.00		CONSULTING SERVICES-DOWNTOWN
Total INTEGRO SERVICES GROUP INC.		\$2,500.00		
Paid Chk# 021205	5/17/2018	KDOM RADIO		
E 101-00000-430	Miscellaneous	\$30.09	18040333	MONTHLY ADV
Total KDOM RADIO		\$30.09		
Paid Chk# 021206	5/17/2018	LOHRENZ EXCAVATING INC.		
E 101-43150-220	Repair/Maint Supply	\$210.00	6994	STORM SEWER JETTER
Total LOHRENZ EXCAVATING INC.		\$210.00		
Paid Chk# 021207	5/17/2018	MUNICIPAL UTILITIES		
E 101-43100-430	Miscellaneous	\$10.00		PRESSURE VESSEL-ST DEPT
Total MUNICIPAL UTILITIES		\$10.00		
Paid Chk# 021208	5/17/2018	PRAXAIR		
E 231-42154-210	Operating Supplies	\$153.37	82833849	OXYGEN FOR AMBULANCE
Total PRAXAIR		\$153.37		
Paid Chk# 021209	5/17/2018	SW/WC SERVICE COOPERATIVES		
E 101-42100-131	Employer Paid Health	\$3,541.96		JUNE HEALTH INS-POLICE DEPT
E 101-41400-131	Employer Paid Health	\$2,723.40		JUNE HEALTH INS-OFFICE
E 101-43100-131	Employer Paid Health	\$2,451.06		JUNE HEALTH INS-ST DEPT
E 101-45200-131	Employer Paid Health	\$817.02		JUNE HEALTH INS-PARKS DEPT
E 211-45500-131	Employer Paid Health	\$1,361.70		JUNE HEALTH INS-LIBRARY
E 101-46200-131	Employer Paid Health	\$817.02		JUNE HEALTH INS-CEMETERY
E 205-46500-131	Employer Paid Health	\$1,361.70		JUNE HEALTH INS-EDA
E 101-42100-135	Employer Paid Other	\$481.50		JUNE HEALTH INS-BRIAN LUNZ
E 101-41400-135	Employer Paid Other	\$120.15		WENDY HEALTH INSURANCE
Total SW/WC SERVICE COOPERATIVES		\$13,675.51		
Paid Chk# 021210	5/17/2018	TIM JANZEN		

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			Check Amt	Invoice	Comment
E 221-42200-433	Dues and Subscriptions		\$12.02		2 --ACTIVE 911 SUBSCRIPTIONS
	Total TIM JANZEN		\$12.02		
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Paid Chk# 021211	5/17/2018	TODD HINES REPAIR LLC			
E 101-43100-404	Repairs/Maint Machinery/Equip		\$190.50	1	DOT INSPECTION-#9,#11,#14
	Total TODD HINES REPAIR LLC		\$190.50		
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Paid Chk# 021212	5/17/2018	VERIZON			
E 101-42100-321	Telephone		\$9.08		POLICE CELL PHONE
E 231-42154-321	Telephone		\$9.41		AMB CELL PHONE
E 101-42100-321	Telephone		\$35.01		POLICE TABLET #1
E 101-42100-321	Telephone		\$35.01		POLICE TABLET #2
E 231-42154-321	Telephone		\$35.01		AMB CREW JET PACK
	Total VERIZON		\$123.52		
	10100 United Prairie		\$82,090.71		

Fund Summary

<u>10100 United Prairie</u>		
101	GENERAL FUND	\$58,249.46
205	ECONOMIC DEVELOPMENT AUTHORITY	\$2,376.21
211	LIBRARY FUND	\$1,324.40
221	FIRE DEPT FUND	\$242.61
230	REVOLVING LOAN FUND	\$2,576.00
231	AMBULANCE FUND	\$864.59
235	SW HOUSING GRANT	\$2,800.00
240	PROTIENT--DTED LOAN	\$1,316.00
303	TIF #1-5 POPD KERNS	\$912.48
361	PANKRATZ LAND-DEBT SERV	\$317.65
450	DOWNTOWN-ROSS PROJECT	\$5,361.17
607	EDA----4 PLEX FUND	\$1,536.63
608	EDA----8 PLEX FUND	\$1,977.24
609	EDA-- MASON MANOR	\$2,236.27
		\$82,090.71

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
000544E	5/7/2018	UNITED PRAIRIE BANK			
G 609-22800	Notes Payable - Current		\$469.75		MASON MANOR-PRINC PAYMENT
E 609-46330-610	Interest		\$820.78		MASON MANOR-INTEREST PAYMENT
	Total UNITED PRAIRIE BANK		\$1,290.53		

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
000545E	5/21/2018	SELECT ACCOUNT			
E 101-41400-141	Admin Fees-HSA		\$5.90		HSA ADMIN FEES
E 101-42100-141	Admin Fees-HSA		\$11.80		HSA ADMIN FEES
E 205-46500-141	Admin Fees-HSA		\$2.95		HSA ADMIN FEES
E 211-45500-141	Admin Fees-HSA		\$2.95		HSA ADMIN FEES
E 101-43100-141	Admin Fees-HSA		\$5.30		HSA ADMIN FEES
E 101-45200-141	Admin Fees-HSA		\$1.77		HSA ADMIN FEES
E 101-46200-141	Admin Fees-HSA		\$1.78		HSA ADMIN FEES
	Total SELECT ACCOUNT		\$32.45		

REGULAR MEETING
ECONOMIC DEVELOPEMNT AUTHORITY
APRIL 6, 2018
12:00 NOON

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

ABSENT: Steven Syverson

STAFF: Rob Anderson and Tabitha Garloff

CITY ADMINISTRATOR: Wendy Meyer

GUESTS: Cheryl Hiebert, Observer Advocate. Jim Johnson and Wayne Wagner, Twin Homes. Randy McMahon, Balzer. Corey Brunton, Brunton Architects. Bryan Bargaen, Bargaen Inc.

1. Call to Order: Mark called the meeting to order at 12:01 p.m.
2. Motion to Approve Consent Agenda. Motion made and seconded by Vern and Mike to approve the Consent Agenda. Carried.
3. Balzer. Balzer Project/Future of Company. Rob gave a brief overview of Balzer's project and past relationship with the EDA. Randy gave an overview of where Balzer is headed in the future with the business. Randy stated that Balzer is looking into adding a robotic welder. The focus of Balzer is their welding department. 5 years ago, Balzer looked at robotic welding but chose to wait because of the farming economy. Balzer is ready to move forward with adding the robotic welders and is seeking financial assistance from the EDA. Adding robotic welding will help maintain their current work force and allow for more opportunity for those coming out of tech school and bring employees back to the community. The addition of robotic welding would also position the business for the next owners. The cost of the equipment is \$198,000. Balzer has a bank commitment of \$90,000 and Balzer has partial funds earmarked for the purchase. Randy is asking on behalf of Balzer for financial assistance from the EDA for the purchase of the equipment. Rob stated that current loan criteria states jobs must be created for the loan to be approved. Mark asked if those guidelines could be updated to state job retention or change to case by case basis. Rob stated that the guide has been in place for a long time and could be changed or updated. Randy will keep in contact with Rob on the request.
4. TIF District 1-8, Economic Development District No. 2 (Downtown Redevelopment Project). Rob gave a brief update on the project. Corey Brunton, Wayne Wagner and Jim Johnson were present to answer questions from the board members and present what they would suggest and have to offer to the project. Corey stated that building material cost has increased 20% in the last few months and he anticipates that to continue. Corey estimates the cost to build apartments to be approximately \$200 a square foot. Rob stated the demand for housing is high and the EDA currently has 15 people on the waiting list for an apartment. Wayne stated the cost of buying a home is forcing people to rent and driving rent prices up. Rob asked what we do next and what's best for the community? Mark stated the EDA is not able to build new apartment buildings and charge the rent we are currently getting. Wayne stated that renters are willing to give up space for lower cost of rent. Wayne stated he feels rents would need to be between \$780-\$1,000 to make the project cash flow. Wayne stated their cost to build twin homes is around \$125 a square foot. He also stated that the units he and Jim build are high efficiency units. Rob asked what the next step is if the EDA wants to work with them. Rob

stated he will work with Wayne and Jim and Corey will also be in contact with Wayne and Jim for ideas on how to make the project work best for the community. Consultation cost would become part of the development fee. Jim and Wayne stated they can do as much or as little as the EDA wants. Corey stated he would be interested in working with Wayne and Jim. Corey will relook at the plans for all apartments and consult with Wayne and Jim with their suggestions.

5. Housing. Jim Johnson and Wayne Wagner gave an overview on their company and twin home designs and how they could potentially fit into Lakeview Estates and possible other housing options for the community. Much of the information was discussed in item number 4 on the agenda.
6. Mt. Lake Commercial Park Lighting Project. Rob corrected the dollar amount of the cost of the street lights discussed at the March 9th, 2018 meeting. Cost of the light poles is \$20,000 for all 13 not \$20,000 each as previously stated. Bases for the street lights would also need to be installed per Ron Melson. The total cost of the project is \$67,327.00. A question was asked if the job needed to be bid. Rob is going to check into if the job needs to be bid and will discuss at the May board meeting.
7. General Discussion:
 - a. Update on Casey's Construction Plans/Property Closing. Closing date is scheduled on or before May 28th, 2018. The joint easement that Casey's had requested is no longer an issue. Casey's has decided to make the necessary access changes on their lot.
 - b. Update on Jason Flanagan/Town's Edge Auto Purchase. The financing needed to complete the purchase is taking longer than GM wants. To speed up the purchase a Contract for Deed is being requested until loan funding can be completed. Jason is asking if the EDA will allow him to use the EDA loan funds toward the Contract for Deed. This request is different than what the board had previously agreed to. The bank loan for purchase has been approved but is being delayed due to the request for a new appraisal. Motion was made and seconded by Darla and Mike to approve the \$50,000 EDA loan funds to be used toward the Contract for Deed.
 - c. Welcome Sign. Nothing new to report.
 - d. Update on Rodney's SCDP for Parkside Depot Building. The remodeling is completed, and Apex has moved into the building.
 - e. Daycare Building/Construction Committee Review Building Issues/Improvements Needed. Rob suggested that the construction committee go to the property and look at what needs to be taken care of. Rob also suggested that Karen Griffith be present as she would have more insight on the repairs needed. Rob will schedule to meet with the construction committee to look at the building. There was also a suggestion made to let Burton Stoesz plant a crop again this year behind the daycare building as in previous years. Motion made and seconded by Jerry and Mike to allow Burton Stoesz to plant crops in the area rent free as he has done in the past. Carried.
 - f. Next Regular Board Meeting is May 11th.
 - g. Other business. Tom Brown asked if he could plant alfalfa in the Commercial Park. The board feels planting alfalfa would have better eye appeal. Motion made and seconded by Darla and Jerry to allow Tom Brown to plant alfalfa in the Mountain Lake Commercial Park. Carried.
8. Adjourn. Mark adjourned the meeting at 1:20 p.m.

- Lake Clean-up is set for Wed., May 9th , from 3:15 – 4:30.
- The debris on the trail needs to be swept after the snow melts.
- Jay Schied noted that a tree by the Freedom Riders Clubhouse could use some pruning.
- Jay noted that there is a safety hazard near the well below the cemetery. The steel fence post should be replaced with something safer.
- Jay recommended that the trail should be walked to access damage done by snowmobiles. The cross members on the wooden footbridge were clipped by the snowmobile steering rods.

Golf Course Pond: Discussion about adding “Deep Water” warning signs.

New Members: Jason reminded us to be thinking of possible new members.

Meeting adjourned at 7:30 p.m.

Respectfully submitted,

Jean Haberman,
Secretary

Other Business:

- Jason K. will choose a date to empty the can bin.
- Mike James has expressed his intention to resign from the Lake Commission. Members are encouraged to contact people who would be willing to serve.
- Travis Martin has expressed interest in returning as a trail maintenance person in early June. He could also run the weed harvester if he is willing.
- Jay Schied mentioned that the bench on the north end of the footbridge is in need of repair. One of the boards on the seat is broken.
- He also talked about the possibility of moving the #2 interest point marker to a place near the Schmidt bench since that is now the highest point of the trail. The trail is not mowed up to the previous high point of the trail. The bench that is there could be placed in another location.

Meeting adjourned at 7:35 p.m.

Respectfully submitted,

Jean Haberman,
Secretary

**Mountain Lake Public Library Board Minutes
April 11, 2018**

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

Members Absent: Barrie Wright

Others Present: Dana Kass, John Hall

The meeting was called to order at 4:10 p.m. by chairman, Vickie Krueger.

John Hall from Hall's Handy Heating and Cooling presented the details of the recent estimate he submitted regarding the library heating and cooling issues. He gave a thorough explanation of the recommended services and equipment and the board had an opportunity to ask questions. Hall will also attend the April 16th city council meeting to present the proposed services and estimated cost.

The business meeting continued after Hall's portion of the meeting.

M/S Englin/Balderas to approve the minutes of the February 12, 2018 meeting. **Motion carried.**

Carol presented the February / March monthly report indicating 2,265 / 2,358 total circulation and expenditures in the amount of \$25,552.21 / \$10,566.00, respectively. **M/S Balderas/Englin** to accept the February and March reports as given and to approve the February and March expenditures. **Motion carried.**

Renovation update: Carol reported that carpet installation is scheduled to begin the week of April 16. Painting has been completed in the main room and the meeting room and some additional shelving has been ordered for the main room.

The meeting adjourned at 5:30 p.m.

NEXT MEETING: WEDNESDAY, MAY 9, 2018 – 4:00 P.M.

Respectfully submitted,

Dennis Cords, secretary

Dennis Cords

CITY OF MOUNTAIN LAKE
 PUBLIC LIBRARY REPORT
 MONTH OF April, 2018

CIRCULATION AND USE

Adult fiction	_____
Adult nonfiction	_____
Non print (includes videos, cassettes, art prints, etc.)	_____
Juvenile	_____
Periodicals	_____
	<u>TOTAL CIRCULATION</u> <u>4,601</u>
Interlibrary loan sent	<u>295</u>
Interlibrary loan received	<u>221</u>
	<u>TOTAL ILL</u> <u>516</u>
	<u>ILL NON SYSTEM</u> <u>64</u>

RECEIPTS

Cash income	_____
Donations (monetary)	_____
County Revenue	_____
Misc. Revenue	_____
Fines	<u>16.00</u>
Meeting room rental	_____
Sale of supplies	_____
	<u>TOTAL RECEIPTS</u> <u>16.00</u>

EXPENDITURES

Books	<u>812.94</u>
Periodicals	_____
Audio-visual	<u>221.62</u>
Supplies	<u>58.92</u>
Postage	_____
Miscellaneous	_____
Telephone	<u>71.75</u>
Repairs & maintenance	<u>108.20</u>
Repairs & maint: Janitorial	<u>345.00</u>
Project expense	<u>25.98</u>
Capital outlay	_____
Bldg. & Structures	<u>4,541.49</u>
Gas Utilities	<u>160.67</u>
	<u>TOTAL EXPENDITURES</u> <u>6,346.54</u>

LIBRARY DIRECTOR

Carol Lehman

LIBRARY EXPENDITURES APRIL 2018

Dave Borsgard	Building & Structures	\$658.00
Duerksen Electric, Inc.	Building & Structures	\$682.99
Frontier	Telephone Expense	\$71.72
Hall's Handy Heating & Cooling	Building & Structures	\$3,200.50
Hanson Plumbing	Repairs & Maintenance	\$108.20
Dennis Hulzebos	Repairs & Maintenance - Janitorial	\$345.00
Ingram	Books 544.60 / AV 43.98	\$588.58
MN Energy Resources	Gas Utilities	\$160.67
Schilling Supply Co.	Supplies	\$58.92
Synchrony Bank/Amazon	Books 268.34 / AV 177.64 / Project Expense 25.98	<u>\$471.96</u>
	TOTAL	\$6,346.54

Mountain Lake Utilities Commission Meeting
Mountain Lake City Hall
Thursday, April 26, 2018
7AM

Members Present: Todd Johnson, Mark Langland, Brett Lohrenz

Members Absent: John Carrison, Mike Johnson

Wendy Meyer, Outgoing Clerk/Administrator; Lynda Cowell, Utilities Office Manager; Ron Melson, Electric Superintendent; Dave Watkins, Water/Wastewater Superintendent; Tristan Varpness, Lineman; Taylor Nesmoe, Water/Wastewater Worker; Michael Schulte, Incoming Clerk/Administrator, Maryellen Suhrhoff, City Attorney (by phone); Andy Kehren, Bolton and Menk, City Engineer

Rob Ratzlaff, Core and Main

Call to Order

The meeting was called to order at 7 AM. Check number 18043 in the amount of \$138,384 to MJ Electric for sub-station work was added to the agenda.

Approval of Minutes and Bills

Motion by Lohrenz, seconded by T. Johnson, to approve the April 12 minutes and check numbers 17991 – 18034 and 18043. Motion carried.

Meter Reading Issues

The on-going issues with moving water and electric readings from the reader to Banyon, the bill program, were discussed. Rob Ratzlaff, Core and Main, the distributor of the Sensus readers and the Utilities' water and electric meters explain the work that his company and Banyon have done to try and correct the problem. There has been a problem for over a year; their past attempts have not succeeded. They recently completed another attempt to fix the problem. They will learn if the attempt worked when the Utilities staff reads meters the week of April 30. Utility Commissioners stressed that they were not interested in placing blame; they want the problem fixed.

Utility Budgets to Date and Fund Balances

The revenues and expenses to date, and current cash balances were briefly reviewed. The sub-station cost to date, the bonds sold to pay for the project and the costs remaining to be paid were discussed. Costs will exceed the size of the bonds.

Wastewater Treatment Facility Project Update

Andy Kehren, Bolton and Menk, city engineer, discussed an April 23rd phone conference with MN Pollution Control Agency (PCA). The discharge permit needs minor modification which

will delay the issuance of the permit but will not delay the project. Public Facilities Authority (PFA) funding was also discussed.

Wastewater Treatment Facility Project Land Purchase PIN 11.028.1000 and 11.028.0400

Motion by Lohrenz, seconded by T. Johnson, to close the public meeting as allowed in MN Statutes 13D.05 Subd. 3 at 7:50 a.m. Motion carried. Motion by Lohrenz, seconded by T. Johnson to open the meeting at 8:20 p.m. Motion carried. No action taken.

Adjourn

The meeting was adjourned at 8:21 a.m.

Approved May 10, 2018

ATTEST:

Michael Schulte, Clerk/Administrator

Mountain Lake City Council
Board of Appeal and Equalization
Thursday May 3, 2018
5:30 p.m.

Members Present: Mike Nelson, Mayor; Dana Kass, Darla Kruser, David Savage
Members Absent: Andrew Ysker
Staff Present: Michael Schulte, Administrator, Wendy Meyer, Administrator
Others Present: Gale Bondhus, County Assessor; Allan Coners and Karla Ambrose, Assessors; Jacci Classen

Mayor Nelson called the Board of Review to order at 5:30 p.m.

Board of Review

Gale Bondhus, County Assessor, introduced herself, Karla Ambrose, and Allan Coners.

Bondhus explained that the 2018 residential assessments for taxes payable in 2019 are based on residential sales occurring between Oct. 1, 2016 and Sept. 30, 2017. Residential and commercial/industrial values were stable. Sales Ratio System and the printed handouts were explained. Railroad 2018 EMV will be received in July. The city's current market value is over \$69,000,000 with several small categories of specialized values still need to be added.

Jacci Classen, PIN 22.413.0250 620 3rd Ave, had questions regarding her property and explained the transition of ownership to her name. Bondhus explained the Homestead application and the criteria involved to new ownership. Bondhus stated she would call Classen the next day to review information on their end and make any necessary changes. No action was taken by the council.

Motion by Kass, seconded by Kruser, to approve the listed assessments as presented. Motion carried unanimously.

Adjourn

The meeting was adjourned at 6:02 p.m.

ATTEST:

Michael Schulte, Administrator/Clerk

DRAFT
Regular Council Meeting
Mountain Lake City Hall
Monday, May 7, 2018
6:30 p.m.

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

Members Absent: Andrew Ysker

Staff Present: Michael Schulte, Clerk/Administrator; Maryellen Suhrhoff, City Attorney;
Rob Anderson, EDA Director; Rick Oeltjenbruns, Street Superintendent

Others Present: Doug Regehr, Karen Stoesz

Call to Order

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

Approval of Agenda and Consent Agenda

Motion by Savage, seconded by Kass, to add item 10b. Fire Hall Usage to the agenda. Motion carried. Motion by Savage, seconded by Kruser to adopt the agenda as amended and approve the consent agenda as presented. Motion carried.

- a. Bills: check #21113 - 21166, 537E – 543E, Payroll #63846 – 63861
- b. Approval of April 16 and April 23 City Council Minutes
- c. Approval of April 12 Utility Commission Minutes
- d. Approval of March 9 and March 21 Economic Development Authority Minutes
- e. Approval of January 29 Planning & Zoning Minutes
- f. Approval of Pow Wow Street Closing
- g. Approval of Submitting a Downtown Christmas Lighting Grant Application for \$3070 to the Mountain Lake Area Foundation on behalf of the Chamber of Commerce
- h. Approval of Submitting DNR Grant for \$10,506 on behalf of the Mountain Lake Fire Department

Approval of Signatures Transferring Property from the City to the Economic Development Authority

Rob Anderson, EDA Director, spoke on the warranty deed prepared by David F. Jungas and the background of the property. Motion by Kass, seconded by Kruser to approve the limited warranty deed. Motion carried.

Resolution #13-18 Calling for a Public Hearing on Proposed Property Tax Abatement

It is a legal requirement that the City hold a public hearing prior to adoption of a resolution granting any property tax abatements. Motion by Savage, seconded by Kruser, to adopt

Resolution #13-18 calling for a public hearing at 6:30 p.m. on Monday, May 21, 2018. Motion carried.

Public

Karen Stoesz gave an update on the Highway 60 Concerned Citizens meeting at the high school. 78 people showed up and the group has a petition with over 103 signatures opposing the J-Turns. The group would like to have a booth during Pow Wow to educate citizens and receive more signatures. Stoesz was concerned that MNDOT has not given a definite no to the project and would like to keep the pressure on to oppose the project as time goes on. The council thanked Stoesz for the update and then suggested speaking with Tabitha Garloff from the EDA/Chamber to seek options regarding a booth during Pow Wow.

Public Hearing, Variance, PIN 22.353.0040

Nelson opened the public hearing at 6:42 p.m. No one present addressed the council. Mountain Lake Public Schools wants to construct an 18 foot wide by 51 feet long attached storage structure on the north side of the gymnasium/auditorium. Structure will have a side wall of eight (8) feet, eight (8) inches and a peak of slightly more than the side wall height. The Planning and Zoning Commission has reviewed the petitions and documentation and has recommended that the variance be granted. The public hearing closed at 6:48 p.m. Motion by Kruser, seconded by Kass, to adopt Resolution #12-18 Approving a Variance from Setback Regulations of Parcel Identification Number 22.353.0040. Motion carried.

Street Department

Rick Oeltjenbruns, Street Superintendent, discussed the department's budget and dust control. The council agreed to apply the same streets as last year. The department's lawn mowers were then discussed. Oeltjenbruns gave a report on lawn mower hours, where they are used, the warranties on each, the current values, and discussed their usage across various departments. Motion by Kass, seconded by Savage, to trade in two mowers and purchase two new mowers for the Street Department. Motion carried by majority. Kruser voted against.

Approval to Update United Prairie Bank Signature Cards

Motion by Savage, seconded by Kruser, to approve United Prairie Bank signature cards. Motion carried.

City Attorney

A copy of the Employment Agreement between the City of Mountain Lake and Michael Schulte was given to Michael Schulte, City Administrator/Clerk, to be reviewed and signed.

Fire Hall Usage

It was brought to the attention of the council that an ambulance crew member is using city property space for personal business. Maryellen Suhrhoff, City Attorney, agreed to write up a

letter for the council to approve to notify the individual of the policy violation and give different location options to the individual to conduct their personal business.

City Administrator

Michael Schulte gave a first week report and update on city hall operations and notified the city council of a thank you note received from Cornerstone Bible Church.

Adjourn

The meeting was adjourned at 7:48 p.m.

ATTEST:

Michael Schulte, Clerk/Administrator

May 16, 2018

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

City Council:

It's Pow Wow Road Race time and we are here to ask your help in defraying the cost of putting on our 45th race. Yes, it hardly seems possible!

We are very proud of the fact that our road race is the most affordable race 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 taking the time to consider this request.

Sincerely,



Paul Metcalf
Co-race director
Box 63
Mountain Lake, MN 56159

TAX ABATEMENT AGREEMENT
BY AND BETWEEN
CITY OF MOUNTAIN LAKE, MINNESOTA
AND
CASEY'S RETAIL COMPANY

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TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT ("Agreement"), made as of the 21st day of May, 2018, by and between the City of Mountain Lake, Minnesota (the "City"), a municipal corporation and political subdivision of the State of Minnesota, and Casey's Retail Company, an Iowa corporation, (the "Developer"),

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, the City has established a Tax Abatement Plan (as defined herein); and

WHEREAS, the City believes that the development and construction of a certain Project (as defined herein), and fulfillment of this Agreement are vital and are in the best interests of the City, will result in preservation and enhancement of the tax base, provide employment opportunities and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement because the assistance under this Agreement is a business subsidy of less than \$150,000.

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

ARTICLE I

DEFINITIONS

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

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

Benefit Date means the date on which a certificate of occupancy for the Project is issued by the City;

City means the City of Mountain Lake, Minnesota;

County means Cottonwood County, Minnesota;

Developer means Casey's Retail Company, an Iowa corporation, its successors and assigns;

Development Property means the real property described by property identification number 22.525.0050 located in the City;

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

Project means the construction by the Developer of a Casey's convenience store on the Development Property and located at 400 Cottonwood Road in the City;

Public Improvements means the infrastructure improvements to be constructed by the City so that the Project can be constructed;

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815, as amended;

Tax Abatement Plan means all actions by the City pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and approved on May 21, 2018;

Tax Abatement Property means the real property, located in the City, as described in the Tax Abatement Plan.

Tax Abatements means the City's share of the property taxes derived from the increased market value resulting from development on the Tax Abatement Property (excluding land value) in accordance with the Tax Abatement Plan.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(1) The City is a municipal corporation and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Plan was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To finance the costs of the Public Improvements to be constructed by the City, the City proposes, subject to the further provisions of this Agreement, to apply the Tax Abatements to reimburse the City for costs of the Public Improvements as further provided in this Agreement.

(4) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Plan.

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

(1) The Developer is a Iowa corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles of incorporation or bylaws, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

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

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

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

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness,

agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

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

(8) The construction of the Project shall commence no later than _____, 2018 and barring Unavoidable Delays, will be substantially completed by _____, 2018.

(9) The Developer will not seek a reduction in the market value as determined by the County Assessor of the Project for the period of time that the Tax Abatement Plan exists.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Public Improvements. The City shall complete the Public Improvements by the date the Project is substantially complete.

Section 3.2 Use of Tax Abatements. The City proposes to apply Tax Abatements to reimburse itself for costs of the Public Improvements aggregating an amount not to exceed \$149,999.

Section 3.3 Reports. The Developer shall provide the City with information about the Project as requested by the City so that the City can satisfy the reporting requirements of Minnesota Statutes, Section 116J.994, Subd. 8.

ARTICLE IV

EVENTS OF DEFAULT

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

(1) Failure by the Developer to timely pay any ad valorem real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

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

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

(5) If the Developer shall:

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

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

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

(d) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

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

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

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

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall

be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

Section 4.6 Release and Indemnification Covenants.

(1) The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, servants and employees shall not be liable for and agrees to indemnify and hold harmless the City and its governing body members, officers, agents, servants, and employees against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and its governing body members, officers, agents, servants and employees, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, such, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Developer under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The City and its governing body members, officers, agents, servants and employees shall not be liable for any damages or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

(4) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. Until termination of this Agreement, the Developer agrees for itself, its successors and assigns and every successor in interest to the Tax Abatement Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project a convenience store facility and shall devote the Tax Abatement Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

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

Casey's Retail Company

Attention: Richardt T. Schappert, Vice President

One Convenience Blvd.

Ankeny, Iowa 50021-8049

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Mountain Lake

Attention: City Clerk-Treasurer

Mountain Lake City Hall

PO Box C

930 3rd Avenue

Mountain Lake, MN 56159

with a copy to:

Briggs and Morgan, P.A.

Attention: Mary Ippel

2200 IDS Center

80 South 8th Street

Minneapolis, MN 55402

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

Section 5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.5 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 5.6 Duration. This Agreement shall remain in effect through December 31, 2034, or until such earlier date that the City has recovered the costs of the Public Improvements; unless earlier terminated or rescinded in accordance with its terms.

Section 5.7 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CASEY'S RETAIL COMPANY

By _____

Its _____

This is a signature page to the Tax Abatement Agreement by and between the City of Mountain Lake, Minnesota and Casey's Retail Company

CITY OF MOUNTAIN LAKE,
MINNESOTA

By _____

Its Mayor

By _____

Its Administrator-Clerk

This is a signature page to the Tax Abatement Agreement by and between the City of Mountain Lake, Minnesota and Casey's Retail Company



Handy Heating & Cooling

607.427.0500

"Convenience without Compromise"

237 11th Street North
PO Box 543
Mountain Lake, MN 56159

Mountain Lake Public Library
PO Box 477
Mountain Lake, MN 56159

RE: Repairs for east furnace

Dear Carol,

Upon completing the cleanings of the furnaces we've discovered a few issues with the east furnace. We discovered that the collector box of the unit was cracked across the majority of the unit. This needs to be replaced because it will leak water along with any off gassing from the combustion of the furnace. We also discovered that the blower motor is failing and going out on thermal overload periodically as it runs. This causes the fan to turn on and off as the bearings get hot and cool off. We also found a large amount of rust on the secondary heat exchangers which is an early sign of potential failure, however we cannot test this unless we can run the furnace within its design parameters i.e. we make the repairs. Other notable information needed to make an informed decision for this system is that this is a 19 year old furnace so any investment into repairs is simply buying time before the unit needs replacement.

The total costs of the repairs are as follows:

Goodman Collector box:	\$297.56
<u>1/3 hp. V fan blower:</u>	<u>\$623.00</u>
Total Repair costs:	\$920.56

We have also included a written estimate for the replacement of the furnace so you can compare price points and benefits.

Sincerely,

John Hall

Hall's Handy Heating & Cooling, LLC.
 PO Box 543
 Mountain Lake, MN 56159
 (507) 427-0500
 handyheatandcool@gmail.com
 http://www.handyheatandcool.com



ESTIMATE

ESTIMATE # 1196
 DATE 05/09/2018
 EXPIRATION DATE 06/30/2018

ADDRESS
 Mountain Lake Public Library
 PO Box 477
 Mountain Lake, Minnesota
 56159

Please detach top portion and return with your payment.

ACTIVITY	QTY	RATE	AMOUNT
The following estimate is for the replacement of the east furnace. This system will have a 10 year parts, 2 year labor warranty, and a limited lifetime heat exchanger warranty.			
TG9S120D20MP11 Champion TG9S120D20MP11 Furnace 95% efficient; single stage heat, PSC motor	1	1,740.00	1,740.00
Furnace Install Materials Materials needed to install furnace.	1	700.00	700.00
Installation Labor Installation Labor	1	1,414.00	1,414.00

Thank you for allowing us to present you with this estimate. Upon approval a down payment of 50% of the total cost is required for us to obtain your materials and equipment and commence work. The remainder will be due upon completion and start up. We look forward to working with you!

TOTAL \$3,854.00

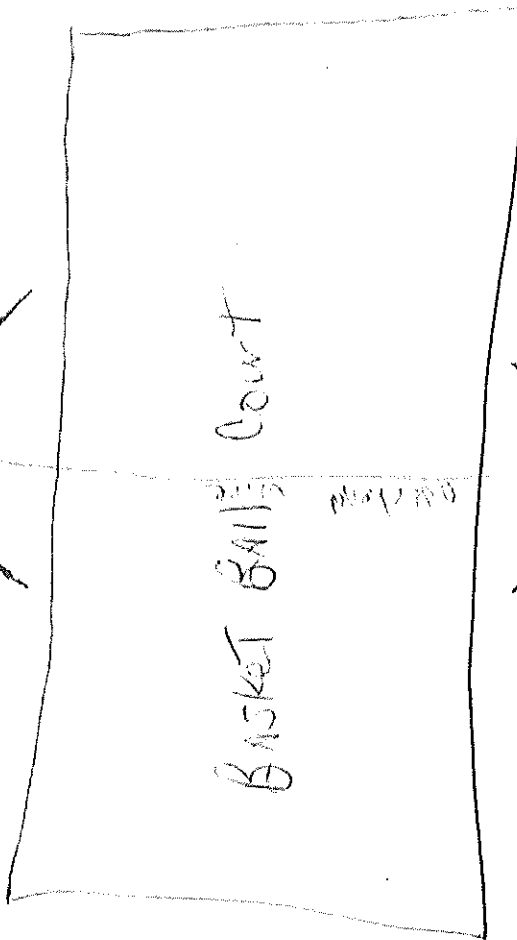
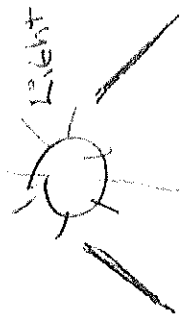
Accepted By

Accepted Date

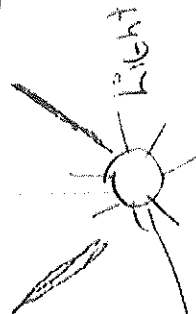
Interest rate of 18% APR will be charged monthly if payment not made within 30 days.

10th St

N ↓



overhead



Overhead Light

①

Utility can replace Powerpoles
And wire if City wants
to purchase New Light
Fixtures. I would suggest
Adding photo cells to fixture