

**Regular City Council Meeting**  
**Mountain Lake City Hall – 930 Third Avenue**  
**Wednesday, June 23, 2021**  
**5:30 p.m. – Work Session for City Administrator Search**  
**6:30 p.m. – Regular Meeting**  
**AGENDA**

1. Work Session – City Administrator Search Process – *Mike Humpal, South Central Service Cooperative*
2. Meeting Called to Order \*Additional information on agenda item is attached or at City Hall
3. Approval of Agenda and Consent Agenda
  - a. Bills: Checks #25008 – 25060, 728E – 729E (1-6)
  - b. Payroll: Checks #66046 – 66076
  - c. Approve May 10 Lake Commission Minutes (7-8)
  - d. Approve May 11 Library Board Minutes, May Expenditures, and May Library Report (9-11)
  - e. Approve May 17 EDA Board Minutes (12-14)
  - f. Approve May 26 Utilities Commission Minutes (15-16)
  - g. Approve June 7 City Council Minutes (17-20)
  - h. Approve June 15 Special City Council Minutes (21-22)
  - i. Approve Resolution #13-21 Accepting \$10,000 donation from Fire Relief Association (23)
  - j. Approve Resolution #14-21 Approving PILOT of EDA Midway Estates (24-26)
  - k. Approve Agreement between EDA & City – Midway Estates (27-31)
  - l. Hire Ben McHenry, Part-Time Police Officer, effective June 5, 2021
  - m. Hire Annelise Regier, Part-Time City Hall & Community Center Custodian, effective June 14, 2021
4. Public – A total of ten (10) minutes is allotted for individuals to briefly discuss a topic of concern or provide comments to the Council.
5. Tax Forfeited Properties in Mountain Lake
  - a. Discussion/Action – Resolution #15-21 Approve Re-Assessing Original Assessments to Parcels (32)
6. City Hall Renovation Project
  - a. Review – Bid Submissions (33-49)
  - b. Discussion/Action – Approve Lowest Responsible Bidder
7. City Attorney
8. City Administrator
  - a. Discussion/Action – Open Public Hearing for Discussion on Ordinance #2-21
  - b. Third Reading / Action – Ordinance #2-21 Amending Flood Plain Ordinance (50)
  - c. Discussion/Action – Any Action Items from Work Session
9. Adjourn

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Batch: 6-14-21ck,6-17-21WH,6-21AMBWH,6-21eda,6-21HALLSLOAN2,6-21KLASSEN,6-23-21cks,6-7-21ck-2,6-7-21cks

June 23, 2021  
 ck# 25008-25060  
 728E-729E

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
<b>10100 United Prairie 10100</b>					
<b>25008</b>	06/14/21	<b>COMMISSIONER OF REVENUE</b>			
G 101-21702		State Withholding	\$162.34		
		Total	\$162.34		
<b>25009</b>	06/14/21	<b>IRS-DEPT OF TREASURY</b>			
G 101-21701		Federal Withholding	\$327.73		
G 101-21703		FICA Tax Withholding	\$1,250.34		
		Total	\$1,578.07		
<b>25010</b>	06/07/21	<b>ARAMARK UNIFORM</b>			
E 101-43100-215		Shop Supplies	\$53.61	2801233118	STREET DEPT SHOP TOWELS
E 101-41400-401		Repairs/Maint Buildings	\$30.22	2801233118	MATS FOR CITY HALL
E 101-43100-215		Shop Supplies	\$52.60	2801242554	ST DEPT SHOP TOWELS
E 101-41400-401		Repairs/Maint Buildings	\$29.23	2801242554	MATS FOR CITY HALL
E 101-43100-215		Shop Supplies	\$53.61	2801252417	ST DEPT SHOP TOWELS
E 101-41400-401		Repairs/Maint Buildings	\$30.22	2801252417	MATS FOR CITY HALL
E 101-43100-215		Shop Supplies	\$57.83	2801262354	ST DEPT SHOP TOWELS
E 101-41400-401		Repairs/Maint Buildings	\$32.57	2801262354	MATS FOR CITY HALL
E 101-43100-215		Shop Supplies	\$56.83	2801272313	ST DEPT SHOP TOWELS
E 101-41400-401		Repairs/Maint Buildings	\$31.57	2801272313	MATS FOR CITY HALL
E 101-43100-215		Shop Supplies	\$58.12	2801282994	ST DEPT SHOP TOWELS
E 101-41400-401		Repairs/Maint Buildings	\$32.86	2801282994	MATS FOR CITY HALL
		Total	\$519.27		
<b>25011</b>	06/07/21	<b>COTTONWOOD CTY DISTRICT COURT</b>			
E 101-43200-344		Property Cleanup	\$1,468.76		2021 CITY WIDE CLEANUP
		Total	\$1,468.76		
<b>25012</b>	06/07/21	<b>HOMETOWN SANITATION SERVICE</b>			
E 101-45183-380		Elec,Water,Sewer	\$117.57		CAMPGROUND GARBAGE
		Total	\$117.57		
<b>25013</b>	06/07/21	<b>KDOM RADIO</b>			
E 101-00000-430		Miscellaneous	\$81.09	21050157,21	MONTHLY ADV
		Total	\$81.09		
<b>25014</b>	06/07/21	<b>WILLIAM POHLMAN</b>			
E 101-42100-305		Dispatching Fees	\$224.96		HOTEL FOR TRAINING
		Total	\$224.96		
<b>25015</b>	06/07/21	<b>COTTONWOOD COUNTY SOLID WASTE</b>			
E 101-43200-344		Property Cleanup	\$1,468.76	4287	2021 CITY WIDE CLEANUP
		Total	\$1,468.76		
<b>25016</b>	06/09/21	<b>HALLS HANDY HEATING &amp; COOLING</b>			
G 235-10648		HALL HANDY HEATING-	\$13,300.00		NEW LOAN
		Total	\$13,300.00		
<b>25017</b>	06/09/21	<b>KLASSEN PROPERTIES LLC</b>			
G 235-10652		KLASSEN PROPERTIES	\$30,000.00		NEW LOAN

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$30,000.00		
<b>25018</b>	06/14/21	<b>CITIZEN PUBLISHING CO.</b>			
E 205-46500-343		Busnes Recrut/Comm De	\$3,279.00		MIDWAY ESTATES AD, VISITORS GUIDE, HERITAGE FAIR EDITION
Total			\$3,279.00		
<b>25019</b>	06/14/21	<b>HANSON PLUMBING</b>			
E 608-46330-401		Repairs/Maint Buildings	\$60.00	7943	SERVICE CALL APT 405
Total			\$60.00		
<b>25020</b>	06/14/21	<b>KDOM RADIO</b>			
E 205-46500-343		Busnes Recrut/Comm De	\$50.49		EDA ADVERTISING
Total			\$50.49		
<b>25021</b>	06/14/21	<b>KEITH WILLARD</b>			
E 607-46330-401		Repairs/Maint Buildings	\$40.00		MONTHLY MAINTENANCE
E 608-46330-401		Repairs/Maint Buildings	\$80.00		MONTHLY MAINTENANCE
E 609-46330-401		Repairs/Maint Buildings	\$40.00		MONTHLY MAINTENANCE
E 610-46330-401		Repairs/Maint Buildings	\$1,500.00		MONTHLY MAINTENANCE
Total			\$1,660.00		
<b>25022</b>	06/14/21	<b>MINNESOTA ENERGY RESOURCES COR</b>			
E 610-46330-383		Gas Utilities	\$6.08		1013 ESTATE DRIVE
Total			\$6.08		
<b>25023</b>	06/14/21	<b>COMMISSIONER OF TRANSPORTATION</b>			
E 205-46500-430		Miscellaneous	\$60.00	10793	HWY 60 SIGN PERMIT-PERMIT #10793
Total			\$60.00		
<b>25024</b>	06/14/21	<b>MOUNTAIN LAKE UTILITIES</b>			
E 608-46330-380		Elec,Water,Sewer	\$18.24		HERITAGE DRIVE ST LIGHT
E 607-46330-380		Elec,Water,Sewer	\$9.39		HERITAGE DRIVE ST LIGHT
Total			\$27.63		
<b>25025</b>	06/14/21	<b>WILCON CONSTRUCTION SERV LLC</b>			
E 610-46330-434		Project Expense	\$76,843.26		FINAL PAYMENT #8-MIDWAY ESTATES
Total			\$76,843.26		
<b>25026</b>	06/14/21	<b>WILCON CONSTRUCTION SERV LLC</b>			
E 610-46330-434		Project Expense	\$66,843.26		PORTION OF FINAL PAY #8 MIDWAY ESTATES
Total			\$66,843.26		
<b>25027</b>	06/17/21	<b>AFLAC</b>			
G 101-21713		AFLAC	\$230.62		
Total			\$230.62		
<b>25028</b>	06/17/21	<b>AFSCME COUNCIL 65</b>			
G 101-21707		Union Dues	\$155.32		
Total			\$155.32		
<b>25029</b>	06/17/21	<b>COMMISSIONER OF REVENUE</b>			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
G 101-21702		State Withholding	\$1,073.70		
		Total	\$1,073.70		
<b>25030</b>	06/17/21	<b>FURTHER</b>			
G 101-21714		HSA	\$769.23		
		Total	\$769.23		
<b>25031</b>	06/17/21	<b>GISLASON &amp; HUNTER</b>			
G 101-21712		Garnishments	\$445.66		
		Total	\$445.66		
<b>25032</b>	06/17/21	<b>IRS-DEPT OF TREASURY</b>			
G 101-21701		Federal Withholding	\$2,081.21		
G 101-21703		FICA Tax Withholding	\$3,071.86		
		Total	\$5,153.07		
<b>25033</b>	06/17/21	<b>PERA</b>			
G 101-21704		PERA	\$5,805.63		
		Total	\$5,805.63		
<b>25034</b>	06/17/21	<b>SW/WC SERVICE COOPERATIVES</b>			
G 101-21708		Employee Paid Health Ins	\$2,351.66		
		Total	\$2,351.66		
<b>25035</b>	06/17/21	<b>VALIC</b>			
G 101-21705		VALIC	\$63.00		
		Total	\$63.00		
<b>25036</b>	06/17/21	<b>AGCO FINANCE-AGCOPLUS</b>			
E 101-45200-404		Repairs/Maint Machinery/	\$204.78	IM50959	LAWNMOWER BLADES
		Total	\$204.78		
<b>25037</b>	06/17/21	<b>ALPHA WIRELESS COMMUNICATIONS</b>			
E 221-42200-323		Radio/Pager maintenance	\$203.50	11953	REPAIR FD PAGER
		Total	\$203.50		
<b>25038</b>	06/17/21	<b>ARAMARK UNIFORM</b>			
E 101-43100-215		Shop Supplies	\$40.24		TOWELS FOR ST DEPT
E 101-41400-401		Repairs/Maint Buildings	\$45.01		MATS FOR CITY HALL
		Total	\$85.25		
<b>25039</b>	06/17/21	<b>BOUND TREE MEDICAL, LLC</b>			
E 231-42154-210		Operating Supplies	\$351.64	84061114	AMB SUPPLIES
		Total	\$351.64		
<b>25040</b>	06/17/21	<b>CITIZEN PUBLISHING CO.</b>			
E 101-41400-351		Legal Notices Publishing	\$127.50	313854	AD FOR CITY HALL & COMM CTR CUSTODIAN
		Total	\$127.50		
<b>25041</b>	06/17/21	<b>COMPUTER LODGE LLC</b>			
E 205-46500-200		Office Supplies	\$48.75	MSP-20126	EDA-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 101-42100-200		Office Supplies	\$48.75	MSP-20126	PD-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES
E 101-00000-430		Miscellaneous	\$78.75	MSP-20126	UT-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES
E 101-41400-200		Office Supplies	\$48.75	MSP-20126	OFFICE-WEEKLY WORKSTATION UPDATES AND MONTHLY SERVER UPDATES
Total			\$225.00		
<b>25042</b>	06/17/21	<b>COMPUTER LODGE LLC</b>			
E 101-00000-430		Miscellaneous	\$122.99	20177	HARD DRIVE BRACKET & SILICON POWER-UT
Total			\$122.99		
<b>25043</b>	06/17/21	<b>COUNTRY PRIDE SERVICES</b>			
E 101-42100-212		Motor Fuels	\$369.88		PD GAS
E 231-42154-212		Motor Fuels	\$197.64		AMBULANCE FUEL
E 101-43100-212		Motor Fuels	\$731.29		ST DEPT GAS
E 101-45200-212		Motor Fuels	\$358.47		PARKS GAS
E 101-45200-404		Repairs/Maint Machinery/	\$27.28		TIRE REPAIR
E 101-43100-215		Shop Supplies	\$62.80	235982,2376	ST SHOP SUPPLIES-GOO-GONE,MAIL TAPE,PHONE,SURGE STRIPE
E 101-43100-404		Repairs/Maint Machinery/	\$146.92	236765,2368	ST-QUICKCRETE,PROPANE
E 221-42200-404		Repairs/Maint Machinery/	\$37.46	237032,2370	FD-COUPPLINGS
E 607-46330-401		Repairs/Maint Buildings	\$27.15	237050	FURNACE FILTERS & BATTERIES
E 608-46330-401		Repairs/Maint Buildings	\$54.32	237050	FURNACE FILTERS & BATTERIES
E 609-46330-401		Repairs/Maint Buildings	\$27.15	237050	FURANCE FILTERS & BATTERIES
E 101-45200-404		Repairs/Maint Machinery/	\$48.11	237083,1042	PARKS-TRIMMER LINE,BOLTS,TIRE REPAIR
E 101-41400-200		Office Supplies	\$6.40	237227	CLEANER FOR CITY HALL
E 221-42200-210		Operating Supplies	\$56.63	237275	FD-WATER COOLER
E 610-46330-401		Repairs/Maint Buildings	\$114.98	237598,2374	APARTMENTS
E 101-42100-430		Miscellaneous	\$76.75	237732	PLYWOOD-PD
E 221-42200-401		Repairs/Maint Buildings	\$38.45	237825	FD-BALLAST & WIRE CONNECTOR
Total			\$2,381.68		
<b>25044</b>	06/17/21	<b>DARON FRIESEN</b>			
E 101-43100-580		Other Equipment	\$328.50		TAX & LICENSE FOR ALUM TRAILER
Total			\$328.50		
<b>25045</b>	06/17/21	<b>EXPERT BILLING LLC</b>			
E 231-42154-300		Professional Srvs	\$651.00	8639	MAY AMBULANCE BILLING
Total			\$651.00		
<b>25046</b>	06/17/21	<b>JETTERCLEAN INC.</b>			
E 211-45500-401		Repairs/Maint Buildings	\$712.50	F14400	CLEAN DRAIN AT LIBRARY
Total			\$712.50		
<b>25047</b>	06/17/21	<b>MACQUEEN EQUIPMENT</b>			
E 101-43100-404		Repairs/Maint Machinery/	\$847.95	P33031	DIRT SHOE SCRAPERS FOR SWEEPER
Total			\$847.95		
<b>25048</b>	06/17/21	<b>MINN FIRE SERVICE CERTIFICATIO</b>			
E 221-42200-308		Training & Instruction	\$120.00	8613	FIREFIGHTER II EXAM-JAKE KARSCHNIK

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$120.00		
<b>25049</b>	06/17/21	<b>MOUNTAIN LAKE UTILITIES</b>			
E 101-43100-401		Repairs/Maint Buildings	\$10.00		PRESSURE VESSEL TEST
Total			\$10.00		
<b>25050</b>	06/17/21	<b>MOUNTAIN LAKE UTILITIES</b>			
E 101-00000-430		Miscellaneous	\$1,308.33		2ND QTR SAFETY TRAINING
E 101-43100-308		Training & Instruction	\$785.00		2ND QTR SAFETY TRAINING
E 101-45200-308		Training & Instruction	\$261.67		2ND QTR SAFETY TRAINING
E 101-46200-308		Training & Instruction	\$261.66		2ND QTR SAFETY TRAINING
Total			\$2,616.66		
<b>25051</b>	06/17/21	<b>MOUNTAIN LAKE UTILITIES</b>			
E 101-43160-381		Electric Utilities	\$2,891.66		MAY STREET LIGHTING
Total			\$2,891.66		
<b>25052</b>	06/17/21	<b>NICKEL CONSTRUCTION</b>			
E 101-43150-220		Repair/Maint Supply	\$2,901.53	23743	STORM SEWER REPAIR-3RD & ALLEY
Total			\$2,901.53		
<b>25053</b>	06/17/21	<b>PETERSON DRUG &amp; GIFTS</b>			
E 101-43100-200		Office Supplies	\$21.34	5/10/21	ST DEPT-PENS,SD CARD
E 231-42154-210		Operating Supplies	\$39.15	5/12/21	ALBUTEROL,VASELINE-AMB
E 101-42100-200		Office Supplies	\$35.24	5/5/21	PD OFFICE SUPPLIES
E 231-42154-210		Operating Supplies	\$314.14	5/8/21	GLUCAGON KIT-AMB
Total			\$409.87		
<b>25054</b>	06/17/21	<b>SANFORD HEALTH OCCUPATIONAL ME</b>			
E 101-42100-260		Recruitment	\$25.00	604990	FOR PART TIME POLICE OFFICER
Total			\$25.00		
<b>25055</b>	06/17/21	<b>SOUTHWESTERN MENTAL HEALTH</b>			
E 101-42100-260		Recruitment	\$400.00		ASSESSMENT BEN MCHENRY
Total			\$400.00		
<b>25056</b>	06/17/21	<b>STREICHERS</b>			
E 101-42100-205		Uniforms	\$125.97	I1506331	SHIRT, PANTS & NAME PLATE-BEN MCHENRY
E 101-42100-205		Uniforms	\$63.99	I1506846	PANTS -BEN MCHENRY
Total			\$189.96		
<b>25057</b>	06/17/21	<b>SW DUST TREATMENT INC.</b>			
E 101-43121-225		Seal Coat/Crack Filling	\$5,015.12	10727	2021 DUST TREATMENT
Total			\$5,015.12		
<b>25058</b>	06/17/21	<b>SW/WC SERVICE COOPERATIVES</b>			
E 101-42100-131		Employer Paid Health	\$4,033.24		JULY HEALTH INS-POLICE DEPT
E 101-41400-131		Employer Paid Health	\$3,506.24		JULY HEALTH INS-OFFICE
E 101-43100-131		Employer Paid Health	\$3,155.62		JULY HEALTH INS-ST DEPT
E 101-45200-131		Employer Paid Health	\$316.20		JULY HEALTH INS-PARKS DEPT
E 101-46200-131		Employer Paid Health	\$561.42		JULY HEALTH INS-CEMETERY

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 205-46500-131		Employer Paid Health	\$1,753.12		JULY HEALTH INS-EDA
E 101-42100-135		Employer Paid Other	\$620.00		ULY HEALTH INS-BRIAN LUNZ
		Total	\$13,945.84		
<b>25059</b>	06/17/21	<b>VERIZON WIRELESS</b>			
E 101-42100-321		Telephone	\$41.76		PD PHONE #1
E 101-42100-321		Telephone	\$41.76		PD PHONE #2
E 231-42154-321		Telephone	\$46.76		AMB PHONE
E 101-42100-321		Telephone	\$35.03		PD TABLET #1
E 101-42100-321		Telephone	\$35.07		PD TABLET #2
		Total	\$200.38		
<b>25060</b>	06/17/21	<b>WILLIAM POHLMAN</b>			
E 101-42100-205		Uniforms	\$150.66		UNIFORM ALLOWANCE
E 101-42100-308		Training & Instruction	\$274.42		MILEAGE & MEALS TO TRAINING
		Total	\$425.08		
<b>10100 United Prairie 10100</b>			<b>\$249,191.82</b>		

**Fund Summary****10100 United Prairie 10100**

101 GENERAL FUND	\$52,267.76
205 ECONOMIC DEVELOPMENT AUTHORITY	\$5,191.36
211 LIBRARY FUND	\$712.50
221 FIRE DEPT FUND	\$456.04
231 AMBULANCE FUND	\$1,600.33
235 SW HOUSING GRANT	\$43,300.00
607 EDA----4 PLEX FUND	\$76.54
608 EDA----8 PLEX FUND	\$212.56
609 EDA-- MASON MANOR	\$67.15
610 EDA-MIDWAY ESTATES	\$145,307.58
	<b>\$249,191.82</b>

<b>728 e</b>	06/07/21	<b>UNITED PRAIRIE BANK</b>			
G 609-22800		Notes Payable - Current	\$539.53		MASON MANOR-PRINC PAYMENT
E 609-46330-610		Interest	\$751.00		MASON MANOR-INTEREST PAYMENT
		Total	\$1,290.53		
<b>729 e</b>	06/09/21	<b>PERA</b>			
E 231-42154-121		PERA	\$8,500.00		1ST HALF 2021 AMB PERA
		Total	\$8,500.00		

**Lake Commission Meeting**  
**Monday, May 10, 2021, 6:30 p.m.**

**Members Present:** Jason Kruser, Dave Bucklin, Randy Loewen, Joey Morey, Tim Rahn, Janell Bargen, Jean Haberman

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

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

M/S/P Rahn/Morey to approve the minutes of the May 6, 2021 meeting.

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

**Income:**

UPB Interest	\$11.23
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**Expenses:**

Third Avenue – LED trailer light kit, mini lamp	<u>76.58</u>
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<b>Ending Balance</b>	<b>\$40,672.05</b>
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Savings Balance	22,025.19
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Weed Harvester replacement funds from Cot. Co. (2018)	20,000.00
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Weed Harvester replacement funds from Cot. Co. (Jan. 2019)	10,000.00
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Weed Harvester replacement funds from Cot. Co. (Oct. 2019)	<u>20,000.00</u>
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<b>Total Savings Balance:</b>	<b>\$72,025.19</b>
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M/S/P Loewen/Bucklin to approve Treasurer's Report.

**Lake Clean-Up Day:** Lake Clean-up Day will be Wed., May 12, from 3:15 – 4:30 p.m. Janell made fliers and Jean handed them out to students in grades 3-6. Janell posted it on the Lake Commission Facebook page. Mike Nelson will get 50 A&W ice cream cone coupons to give to the participants. Jason, Janell, Joey, Jean, and Dave will help supervise.

**Fishing Pier:** The fishing pier was moved to its summer location on April 30<sup>th</sup>. Randy Loewen, Kevin Ella, Jim Peterson, and Joey Morey helped. Randy also fixed the boat.

**Can Bin:** Members will clean out the aluminum can bin on Tuesday, May 18<sup>th</sup>, at 5:30 p.m.

**Thin Ice Signs:** On Sunday, Jason, Tim, and Joey will collect the thin ice signs from the lake. New stickers will have to be ordered and put on the signs for next season.



**Harvesting:**

- Harvester operators have to be at least 18 years old and have a driver's license. There have been no applicants so far. M/S/P Bucklin/Loewen to recommend to the City Council to raise the hourly wage to \$18.00 to attract applicants. Payroll expenses are funded by the Invasive Species Grant.
- 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:**

- Discussion was held concerning the 2016 agreement with the Yoder's.
- "Slippery When Wet" warning signs were placed on hold until agreement is reviewed.
- Choosing a uniform type of bench will be discussed next month.
- The city crew will put picnic tables near the beach and at the turn-around on 560<sup>th</sup> Ave. Jerry Haberman will furnish a tire rim for a fire pit.
- The Active Living Committee has ordered a trail counter for June 14-28<sup>th</sup>. They also ordered "Share Your Trails Moment" yard signs to be placed around town.
- Rental Bikes will be put out soon and a Bicycle Fix-it Station will be installed next to the rental bikes.

Respectfully submitted,

Jean Haberman,  
Secretary/Treasurer

# **Mountain Lake Public Library Board Minutes**

**May 11, 2021**

**Members Present:** Vickie K., Dennis C., Sarah M.

Kari Hanson, director

**Members Absent:** Rick Herrig

**Others Present:** None

The meeting was called to order at 6:05 p.m. by chairperson, Vickie Krueger.

Addition to the agenda: Rachel Simon has agreed to be on the library board to replace Marci B.

M/S Dennis C./Sarah M. to approve the minutes of the April 13, 2021 meeting. Motion carried.

Kari presented the April monthly report indicating 1957 total circulation and expenditures in the amount of \$1,836.87. M/S Dennis C/Sarah M to accept the April report as given and to approve the April expenditures. Motion carried.

Kari updated the library board on the delivery truck. Regular delivery has resumed.

Kari reviewed the 2020 Minnesota Public Library Annual Report with the library board. M/S Sarah M/Dennis C. to approve the Report. Motion carried.

Kari reported that Karin Stoesz was hired and will begin employment on June 2, 2021. M/S Dennis C/Sarah M to approve hiring Karin Stoesz for part-time library assistant/aide. Motion carried.

The meeting adjourned at 6:35 p.m.

Respectfully submitted,

Dennis Cords, secretary

## LIBRARY EXPENDITURES - MAY 2021

Amazon	AV \$20.98/ Books \$105.37 Office Supplies \$19.38 Project \$48.72	\$194.45
Broad Reach Books	Books	\$447.34
Dennis Hulzebos	Janitor - Repairs & Maint.	\$345.00
Frontier	Telephone Expense	\$62.52
Hanson Plumbing	Repairs & Maint. Building	\$211.50
Indoff, Inc.	Office Supplies	\$141.44
Ingram	Books	\$604.81
iRead	Project	\$285.82
MN Energy Resources	Gas Utilities	\$57.19
	<b>TOTAL</b>	<b>\$2,350.07</b>

MOUNTAIN LAKE  
PUBLIC LIBRARY

MAY 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	5	465	0	0	2	109	581
Adult	29	565	18	0	36	107	755
Other Physical Media	9						<u>9</u>
eBooks						SUBTOTAL	1,345
Downloadable Audio							61
TOTAL CIRCULATION							<u>42</u>
							1,448

INTERLIBRARY LOAN

Sent	204
Received	189
ILLNon System	7

REVENUE

Cash Income	
County Revenue	
Donations (monetary)	
Fines	\$6.00
Misc. Revenue	
Meeting Room Rental	
Sale of Supplies	
TOTAL REVENUE	\$6.00

EXPENDITURES

Books	\$1,157.52
Periodicals	\$0.00
Audio/Visual	\$20.98
Supplies	\$160.82
Postage	
Telephone	\$62.52
Janitor	\$345.00
Rep&Maint	\$211.50
Project Exp	\$334.54
Tech/Aut Exp	
Gas Utilities	\$57.19
Travel	

TOTAL \$2,350.07

Library Director \_\_\_\_\_

Economic Development Authority  
Monday, May 17, 2021  
12:00 Noon to 1:00 p.m.  
Council Chambers

PRESENT: Jerry Haberman, Vern Peterson, Darla Kruser, Tim Swoboda, Chuck Stevensen and Mike Nelson. Clara Johnson, Advisor.

ABSENT: Steve Syverson and Chad Eken, Advisor

STAFF: Rob Anderson, Tabitha Garloff and Michael Schulte, City Administrator

GUESTS: Caleb Krienke, John Hall and Chad Klassen

1. CALL TO ORDER: President Haberman called the meeting to order at 12:00 p.m.
2. Motion to Approve Consent Agenda  
Consent Agenda:
  - a. Approval of April 19, 2021 Regular Meeting Minutes.
  - b. Approval of Financial Reports and Bills. Motion made and seconded by Darla and Mike to approve the Consent Agenda as presented. Carried. Rob reported Future Growth paid off their office building property loan balance of \$77,337.46 in full.
3. SCDP Request from Hall's Handy Heating and Cooling, LLC (Attached). John gave a brief overview of the remodel and partial new roof completed last year. John stated during the last rain the north side of the roof started leaking. The estimate provided includes a complete new rubber roof with a slope. Total project cost is \$19,950. Motion made and seconded by Vern and Darla to approve the loan request to Hall's Handy Heating and Cooling, LLC. Carried.
4. Krienke Foods International, Inc. Caleb gave a brief overview of Krienke Foods financials. Caleb stated he made a \$10,000 payment today and will have a \$20,000 payment next week. Caleb reported he met with a lender from Southwest Regional Development Commission to assist him in applying for Covid Revolving Loan Funds. Caleb stated there are funds available and with those funds he will pay off the balance of \$40,016.14 that is due by the end of May to bring the loan current; however, he is asking to extend the date to June 15<sup>th</sup>. Rob stated property taxes in the amount of \$21,026 are also due today. Motion made by Mike and seconded by Vern to override the third notice of default sent to Caleb and to extend the payment deadline to June 30<sup>th</sup>. Carried.
5. Harder Property. Rob stated he submitted an offer of \$90,000 for the Harder property, approved by the EDA and has not heard back from them.
6. Jenny's Subdivision Lots 2 and 3 for Potential Fire/Ambulance Hall Location. Michael gave a brief update on the project. Darla stated the building committee has met and the next step is to contact an architect firm. The building committee would like to know what the EDA's plan for the land before they move forward. The EDA has \$78,000 invested in the lots. Discussion continued on the value of the current fire hall and possible property swap.

Darla stated for budget reasons a decision between the EDA and building committee should be reached regarding the land transaction. Chuck stated there are two things that need to be considered 1) cost or lots and how many lots are needed 2) value of current building if considering property swap. Darla suggested asking Alan Conors if he would do an appraisal.

7. Midway Estates:

- a. Construction Complete. Wilcon has completed construction and a final walk through will be done in the next week or two.
- b. Budget Update. Nothing new to report.
- c. Lease Prospects/Advertising. All 2 stall garage units are rented and leases are signed.
- d. Open House for Single Car Garage Units, Saturday, June 5, 10:00 a.m. to 1:00 p.m.
- e. Other. Nothing new to discuss.

8. Mountain Lake Commercial Park:

- a. Potential Cold Storage Project. Rob has been in contact with the CEO of Central Storage & Warehouse Co. located in Wisconsin. They have expressed interest in the north lots of the commercial park. Rob stated they want to come do a site visit in early July. Artic Cold Storage is no longer interested.
- b. Internet/Data Infrastructure. Michael stated he will be attending a webinar regarding possible funds available from American Rescue Program for broadband infrastructure. Rise Broadband is stated to be installing broadband infrastructure along highway 60 but Michael stated no contact has been made at this time.
- c. Update City/Commercial Park Video. Ethan Clerc has updated the video and is working on the audio.

9. Hall's Handy Heating & Cooling Maintenance Proposal. John reviewed the Heating & Cooling Maintenance Contract proposal. Motion made and seconded by Mike and Darla to approve the Gold Level Maintenance Contract. Carried.

10. GENERAL DISCUSSION:

- a. New Windows at Heritage Estates Unit 400C (Buller's). Tabitha stated she will be getting a new quote from Boyum Window and Siding. Due to rising construction cost the previous estimate is expected to increase by 16%. Tabled until next meeting.
- b. Update on Krystall Kapital 3 Twin Home Project in Lakeview Estates. Rob stated Krystall Kapital is in the process of getting new bids due to the high cost of the local bids they received. They will provide a new timetable soon and intentions are to begin construction this summer.
- c. Chad Klassen, New financing advisory business in former D. Jungas Building – Potential SCDP Application. Chad gave a brief overview of his new business. Chad stated he was with Edward Jones for 14 years and his current clients will be following him. Chad purchased the building from Dave Jungas in April and stated the building is solid with a new roof but needs remodeling and updating. With the remodel there will be 2 office spaces available for rent. Dana Kass will continue to fill one of those available spaces. Cost estimate for the project is \$75,000. Chad stated he would be willing to do the project in two phases. Rob stated there is \$42,689.52 available in the SCDP fund; however, additional funds can be applied for

and/or an interfund loan could be done to fund Chad's loan request. Motion made and seconded by Mike and Vern to approve \$45,000 and do the loan in 2 phases. Carried. The SCDP amount will be 1/3 2% loan, 1/3 forgivable for total EDA amount of \$30,000.

- d. Next Regular Board Meeting is June 21, Pow Wow. Consider moving meeting date to June 14, 2021. Motion made and seconded by Vern and Mike to approve June 14<sup>th</sup>, 2021 for the June board meeting date. Carried.
- e. Other Business. The virtual job fair hosted by the Mountain Lake Chamber, Mountain Lake EDA and KDOM has 16 businesses participating.

11. ADJOURN. President Haberman adjourned the meeting at 1:20 p.m.

**Mountain Lake Municipal Utilities Commission Meeting**  
**Mountain Lake City Hall**  
**Wednesday, May 26, 2021**  
**7 AM**

Members On-Call: Mark Langland, Sue Garloff, Todd Johnson, Council Liaison Dean Janzen, David Savage, Brian Janzen

Members Absent: None

Staff On-Call: Michael Schulte, Administrator/Clerk; Lynda Cowell, Utilities Office Manager; Jill Falk, Assistant Utilities Office Manager; David Watkins, Electric Superintendent; Lane Anderson, Electric Lineman; Taylor Nesmoe, Water/Wastewater Foreman

Others Present: None

**Call to Order**

The meeting was called to order at 7:00 a.m.

**Approval of Agenda, Minutes, and Bills**

Motion by Garloff, seconded by Johnson, to approve the agenda, the May 13 Minutes, and Bills #20853 – 20876. Motion carried 5 – 0.

**Electric Department**

Discussion from the last meeting continued on of options of either repairing or replacing the #4 Fairbanks engine. \$276,031 is the cost to make all repairs, replacement of parts, and all other items to fix what Farabee believes will return it to running condition. The engine is the biggest engine in the power plant and was installed in the 1950s. Commissioners Janzen and Savage visited with Farabee Mechanical and Alex Martin at the power plant to review the engines and interconnected infrastructure.. The Planning Reserve Margin Requirement for Mountain Lake is 5.1MW. With 2MW removed from the Fairbanks engine and the other engine and capacity with WAPA, NC2, and WPPI, the total MW available is 8.0385, a surplus of 2.9MW. Mountain Lake's peak is between 4-5MW and it is recommended to have double of your peak in generation to efficiently bring the city back online during a blackout. Depending on the time of year and time of year will effect the needed load. With the Fairbanks down, the generation capacity of the engines is near 6MW. The 2MW is not necessarily a matter of meeting the minimum requirement of capacity of MISO but rather ensuring there is enough generation for emergency situations and having the capacity of growth. Langland requested to obtain estimated dollar figures for replacing the Fairbanks engine with a CAT engine and other associated costs to



decide. Depending on costs, using reserves or bonding for the project or a combination of both would be needed to finance the project. The administrator and superintendent will work further with Farabee Mechanical and Alex Martin from CMPAS to obtain more accurate dollar figures.

### **Water/Wastewater Department**

Nesmoe reported that Empire Pipe Services finished up recording private sewer lines from the main on 9<sup>th</sup> Street from 5<sup>th</sup> Street to Prince Street. More blocks were completed than last year but now the entire stretch of 9<sup>th</sup> Street from 2<sup>nd</sup> Avenue to Prince is completed. Empire Pipe Services recorded near 714 8<sup>th</sup> Street to figure out the issue their private sewer backing up. The connection of the private to the main shifted inward in the main so the edge of the private line is up against the pipe on the far side. Since it is the private line that is causing the issue, the homeowner will be responsible if they want it fixed. Repairs and maintenance on the jetter and has returned to Mountain Lake. An air leak was fixed and other maintenance items were completed. The liner crew is starting to line the second pond. The connection between the old lift station and the new lift station is in progress. An MPCA representative visited the project site and informed everyone that the water balance test will only need to cover the piping and not the entire pond as originally stated.

### **Late Fees & Shut-Offs**

Late fees have not been applied and shut-offs have not occurred since the beginning of the pandemic as either required or recommended by the Minnesota Public Utilities Commission. There have been multiple cities returning to normal operations. City staff asked the commission how they want to proceed with late fees and shut-offs. Discussion ensued on delinquent accounts and operations. Motion by Garloff, seconded by Janzen, to write a letter to delinquent accounts after the next due date, apply hanger fees, proceed with shut-offs of non-payment accounts, and apply late fees thereafter. Motion carried 5 – 0.

### **Adjourn**

The meeting was adjourned at 7:49 a.m.

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, June 7, 2021  
6:30 p.m.**

Members Present: Dean Janzen, Mike Nelson, Darla Kruser, Dana Kass

Members Absent: Andrew Ysker

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

Others Present: Doug Regehr; Tom Appel, County Commissioner

**Call to Order**

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

**Approval of Agenda & Consent Agenda**

Motion by Kruser, seconded by Janzen, to add 2.O Approve Street Closure for The Den on 2<sup>nd</sup> Avenue June 18-21 and add 2.P Approve Street Closure Request for Curt Fast Memorial Service on 15<sup>th</sup> Street from 3<sup>rd</sup> to 4<sup>th</sup> Avenue on August 21 to the consent agenda. Motion carried 4 – 0.  
Motion by Kass, seconded by Kruser, to approve the agenda and consent agenda as amended.  
Motion carried 4 – 0.

Bills: Checks #24948 – 25007, 726E – 727E

Payroll: Checks #66014 – 66045

Approve April 19 EDA Board Minutes

Approve May 13 Utilities Commission Minutes

Approve May 17 City Council Minutes

Approve Change of Start Date to June 7, 2021 – Karin Stoesz, Part-Time Library Assistant/Aide

Approve Resolution #12-21 Accepting Donation to Utility

Approve Submission of Mountain Lake Area Foundation Grant on Behalf of Mountain Lake Chamber

Approve Submission of Cottonwood County Aquatic Invasive Species Grant Application

Approve Resignation of Daron Friesen, Fire Department, effective June 1, 2021

Approve On-Sale Liquor License for the Botanist LLC – 302 North 10<sup>th</sup> Street

Hire Chelsea Thompson, Weed Harvester Operator, effective May 20, 2021

Hire Dru Larson, Weed Harvester Operator, effective May 24, 2021

Approve Street Closure for The Den

Approve Street Closure for Curt Fast Memorial

## **Public**

Tom Appel discussed with the Council that 2 more dumpsters were added by the can bin to have a total of 4 dumpsters for cardboard in this area. Appel is also working on solving some of the customer service issues with Waste Management that were mentioned at a previous meeting. The contract is through 2022. Appel explained that the last time the county went out for bids, another company who sent in a bid wanted the county to purchase and own all the bins and dumpsters which was not feasible for the county.

## **2020 City Audit**

Sara Oberloh, the city's auditor, presented the 2020 city audit. Oberloh reviewed and explained various components of the audit including revenues, expenses, budgeted amounts for various departments, and various funds. Various graphs and line items of revenues and expenses were presented and explained. The city's financial position remains strong and no issues or causes of concern were found. Oberloh will present to the Utilities Commission on Thursday. Motion by Kruser, seconded by Kass, to approve the 2020 city audit. Motion carried 4 – 0.

## **Tax Forfeited Properties in Mountain Lake**

The County Auditor/Treasurer posted for-sale signs on existing tax forfeited properties in city limits. The signs sparked interest and multiple individuals called the city administrator wondering if the city council would reassess or waive the assessments listed on the properties. The administrator stated to the individuals that wanted to have the council waive the assessments that they would need to come to tonight's council meeting or submit in writing their request. One individual was interested in purchasing the lots before the meeting in which the administrator informed the individual that anything purchased before the meeting that the assessments would be reassessed. The administrator was informed that two parcels were purchased today and that two were remaining. No individuals attended the meeting. The administrator recommended to the council to pass a resolution next meeting reassessing the amounts to the purchased properties and wait to see if the remaining two properties would be purchased.

## **Street Department Report**

Daron Friesen, Street Superintendent, reported completed items in the month of May. The department have been digging and closing graves at a higher rate compared to last year. Gap crack sealing, mowing, opening storm drains, and patching roads were all completed in May. Friesen asked if the seasonal summer position could have a higher hourly wage due to only having 1 seasonal worker this year and the current employee has returned for the third year with a strong work ethic that is valuable to the department. Mayor Nelson said they would discuss it further when they discuss the other seasonal and part-time positions later in the agenda.

## **Electric Superintendent Position**

Per union contract, a 30-day review is required when a union employee is promoted or transferred to a new union position. David Watkins has been in the Electric Superintendent position for 30 days and wishes to remain in the position. Motion by Kruser, seconded by Kass, to continue to keep David Watkins in the Electric Superintendent position. Motion carried 4 – 0.

### **Electric Lineman Position**

With the last motion to keep Watkins in the Electric Superintendent position, there is now a vacancy for the Electric Lineman position. Motion by Kruser, seconded by Kass, to approve the job description, to post the position internally per union contract, and post externally if needed to fill the position. Motion carried 4 – 0.

### **Active Living Committee**

The Active Living Committee is interested in starting a community garden in city limits. There is a property owner in town with a bare lot that may donate the parcel to the city to establish a community garden. The administrator stated community gardens are not listed as a permitted or a conditional use in all the zoning districts so city ordinance states that the use should be considered by the Planning & Zoning Commission to review and recommend where community gardens should be listed. Other items to consider include maintenance, tillage, establishing plots, costs, water availability, rules, etc. Direction was given to bring the matter to the Planning & Zoning Commission to review.

### **City Attorney**

The city attorney provided updates on various public nuisances with junk vehicles and items. An update was provided from a Zoom meeting with the owners of the greenhouses.

### **Ordinance #2-21 Amending Flood Plain Ordinance**

A second reading was held of Ordinance #2-21. No changes were made from the first reading.

### **Accessory Structures**

Direction from a previous meeting was to review visible accessory structures in poor condition and writing letters from the Building Inspector to repair or raze the structures. The administrator stated there are around 10 or so properties with structures in different conditions from structures that likely need to be demolished to structures that might be repairable. The administrator asked the council if no action were taken from the property owners, what action the council would want to take to address the issues. Direction was given from the Council to work with the Building Inspector or writing and mailing the letters, and depending on circumstances, focus on the structures needing to be taken down for health and safety reasons first and potentially assessing the costs to the property if not paid.

### **Seasonal & Part-Time Positions**

The administrator provided an update on seasonal and part-time positions. The part-time library aide position was filled and two aquatic weed harvester operators were hired. The electric summer help had one applicant but the applicant accepted another position before being contacted by the city. The street department decided to only keep the returning summer help and not hire a second hired help. The city hall – community center custodian position was discussed on whether the rate should remain at an hourly rate or have a minimum number of hours paid to check both buildings periodically and continue routine cleaning and maintenance items. Direction was given to keep the same hourly rate in the same format. Discussion continued regarding the seasonal street department position from earlier in the meeting. Motion by Kruser, seconded by Janzen, to raise the hourly seasonal street worker position to \$15/hour effective starting on the start of the next pay period and to review the rate again in December when wages are discussed for 2022. Motion carried 4 – 0.

### **Resignation of the City Administrator Michael Schulte**

The city administrator submitted his 4-week notice of his resignation to Mayor Nelson on June 3 and informed staff and council on June 4. The city administrator's last day will be July 2 and will start as the city administrator for the city of Volga, SD on July 6. The city administrator stated there were multiple factors in the decision but the primary reason was to be closer to family, primarily on his wife's side. The city administrator thanked the City Council for the opportunity to serve the city the past 3 years and stated he is willing to help in any way possible before and after July 2. Discussion continued on the next steps to filling the city administrator position such as finding an interim city administrator and whether to do the search as a council or to hire a hiring firm. Motion by Kruser, seconded by Kass, to accept City Administrator Michael Schulte's resignation effective July 2, 2021 and to schedule a Special City Council meeting for 5:30pm on Tuesday, June 15 to discuss options of filling the city administrator position. Motion carried 4 – 0.

### **Adjourn**

The meeting was adjourned at 9:05 p.m.

ATTEST:

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Michael Schulte, Administrator/Clerk

**City of Mountain Lake  
Regular City Council Meeting  
Mountain Lake City Hall – 930 Third Ave  
Tuesday, June 15, 2021  
5:30 p.m.**

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

Members Absent: None

City Staff Present: Michael Schulte, City Administrator/Clerk

Others Present: None

**Call to Order**

The meeting was called to order by Mayor Nelson at 5:30 p.m.

**Approval of Agenda**

Motion by Kass, seconded by Janzen, to approve the agenda. Motion carried 5 – 0.

**City Administrator Search Process**

Two proposals to do an executive search for the next city administrator were received. The first proposal was from Liza Donabauer with David Drown Associates and the second was from Mike Humpal with South Central Service Cooperative. Each would meet with the council, identify goals and desired traits, create a profile of the position, advertise the position, conduct screenings and interviews with the candidates, help set up interviews, arrange meeting sessions with the council and staff, follow-up with the administrator, and provide another search at no cost if the administrator leaves within two years. David Drown Associates cost was \$20,000. South Central Service Cooperative was \$8,545.

The administrator has been contacting potential interim city administrators but has not received a firm proposal back yet. An interim city administrator that was highly recommended by multiple cities is currently serving as in interim in another city and has another city lined up to begin in August. The administrator is working with South Central Service Cooperative to help find an interim. The hope is to have at least one proposal by next Wednesday's City Council meeting. Discussion ensued on the consulting firms, timelines, and advertising for the position. Motion by Kruser, seconded by Janzen, to approve South Central Service Cooperative to conduct the city administrator search process at a cost not to exceed \$8,545. Motion carried 5 – 0. If Mike Humpal's schedule allows, the Council stated they would desire a work session before the next regular meeting to discuss the job description, timeline, and search process.

**Adjourn**

The meeting was adjourned at 6:01 p.m.

ATTEST:

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Michael Schulte, Administrator/Clerk

**RESOLUTION #13-21**

**CITY OF MOUNTAIN LAKE, MINNESOTA**

**RESOLUTION TO ACCEPT A \$10,000 GIFT FROM  
THE MOUNTAIN LAKE FIRE RELIEF ASSOCIATION**

**Whereas**, the Mountain Lake Fire Relief Association has a valid license to conduct lawful gambling at “The Den” located in the City of Mountain Lake; and

**Whereas**, money raised from lawful gambling can be used for ‘lawful purposes’; and

**Whereas**, a contribution to the City of Mountain Lake is a ‘lawful purpose’ in accordance with MN Statute 349.12, Subd. 25; and

**Whereas** the Mountain Lake Fire Relief Association has stated its intent to assist the City of Mountain Lake by gifting funds for Mountain Lake Fire Department capital purchases.

**Therefore, be it resolved** that the Mountain Lake City Council accept the gift of \$10,000 from the Mountain Lake Fire Relief Association; and

**Be it further resolved** that said funds be reserved for future Mountain Lake Fire Department capital purchases; and

**Be it further resolved** that the Mountain Lake City Council thanks the Mountain Lake Fire Relief Association for their gift.

Adopted this 23<sup>rd</sup> day of June, 2021.

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Mike Nelson, Mayor

ATTEST:

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Michael Schulte, Administrator/Clerk



Resolution #14-21  
RESOLUTION APPROVING AND PROVIDING FOR THE EXECUTION OF AN AGREEMENT  
FOR PAYMENTS IN LIEU OF TAXES

City of Mountain Lake

BE IT RESOLVED, by the City Council (the “City Council”) of the City of Mountain Lake, Cottonwood County, Minnesota (the “City”), as follows:

Section 1.     Recitals.

- 1.01   The Economic Development Authority of Mountain Lake, Minnesota (the “EDA”) constructed 2, 4-unit apartment buildings located at 1013, 1015, 1017, 1019, 1026, 1028, 1030 and 1032 Estate Drive in the City (the “Rental Housing”).
- 1.02   The Rental Housing was constructed by the EDA pursuant to the exercise of its powers under Minnesota Statutes, Section 469.001 through 469.047 (the “Act”)
- 1.03   Pursuant to Section 469.040, subdivision 1 of the Act and Minnesota Statutes, Section 469.101, subdivision 2, the real and personal property of the EDA is exempt from taxation by the State of Minnesota and its political subdivisions, excluding charges for special assessments or for utilities and special services, such as heat, water, electricity, gas, sewage disposal, or garbage removal.
- 1.04   The City bears the expense of providing police, fire, sanitation services, and road maintenance costs to and for the benefit of the Rental Housing.
- 1.05   The City’s ability to bear such expense is dependent, in part, on the receipt of property tax payments with respect to the Rental Housing.
- 1.06   Pursuant to Section 469.040 Subd. 3 of the Act, the EDA is required to pay a service charge which is at least equal to five percent of the aggregate shelter rentals of the Rental Housing for the services and facilities to be furnished to the Rental Housing by the taxing jurisdictions.
- 1.07   A form of agreement for Payments in Lieu of Taxes (the “Agreement”) proposed to be entered into by the EDA and the City has been presented to the Council and is on file in the office of the Administrator/Clerk.
- 1.08   The Agreement requires the EDA to pay an annual service charge, or payment in lieu of taxes with respect to the Rental Housing to the taxing jurisdictions in an amount equal to five percent of the aggregate shelter rentals of the Rental Housing, which is five percent of the total rentals of the Rental Housing exclusive of any charge for utilities and special services such as heat, water, electricity, gas, sewage disposal, or garbage removal.

Section 2.     Findings. The City Council hereby determines that it is necessary, expedient and in the best interest of the City and the City’s residents that the City enter into the Agreement.

Section 3.     Approval of Service Charge, or Payments in Lieu of Taxes. Payment by the EDA of a service charge, or payments in lieu of taxes equal to five percent of the aggregate

shelter rentals of the Rental Housing, which is five percent of the total rental of the Rental Housing exclusive of any charge for utilities and special services such as heat, water, electricity, gas, sewage disposal, or garbage removal is approved.

Section 4. Approval, Execution and Delivery of Agreement.

- 4.01 The Agreement is approved in substantially the form presented to the City Council and now on file with the Administrator/Clerk.
- 4.02 The Mayor and the Administrator/Clerk are hereby authorized and directed to execute the Agreement on behalf of the City. The Execution and delivery of the Agreement by the Mayor and the Administrator/Clerk, in the form presented to the City Council with such changes, omissions, insertions and revisions as the Mayor and the Administrator/Clerk deem advisable, is hereby approved, and the execution by such officers are conclusive evidence of such approval. All essential terms and conditions of the Agreement are hereby approved and adopted and made a part of this Resolution.
- 4.03 The Mayor and the Administrator/Clerk are authorized and directed to execute and deliver all other documents which may be required under the terms of the Agreement or bond counsel, and to take such other action as may be required or deemed appropriate for the performance of the duties imposed thereby to carry out the purposes thereof.
- 4.04 The officers of the City, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by or in connection with this Resolution, the Agreement and the aforementioned documents for the full, punctual and complete performance of all the terms, covenants and agreements contained in the Agreement, the aforementioned documents and this Resolution.
- 4.05 In the event that for any reason the Mayor or Administrator/Clerk are unable to Carry out the execution of any of the documents or other acts provided herein, any other officer of the City or member of its City Council as in the opinion of the City's attorney, are authorized to act in that capacity and undertake such execution or act on behalf of the City, must without further act or authorization execute and deliver the Agreement and do all things and execute all instruments and documents required to be done or executed by such officers, with full force and effect, which executions or acts are valid and binding on the City.

Section 5. Filing with County Auditor. The Administrator/Clerk of the City is authorized and directed to file the Agreement with the Cottonwood County Auditor and Assessor upon its execution.

Adopted this 23<sup>rd</sup> day of June, 2021

---

Mike Nelson, Mayor

ATTEST:

---

Michael Schulte, City Administrator/Clerk

## **AGREEMENT FOR PAYMENTS IN LIEU OF TAXES**

THIS AGREEMENT FOR PAYMENTS IN LIEU OF TAXES (this “agreement”) is effective as of June 14, 2021 and is by and between the Mountain Lake Economic Development Authority, a public body, corporate and politic and political subdivision organized and existing under the laws of the State of Minnesota (“EDA”) and the City of Mountain Lake, Cottonwood County, Minnesota, a municipal corporation organized and existing under the laws of the State of Minnesota (the “City”).

### **RECITALS**

- A. The EDA owns real property described on *Exhibit A* attached hereto (the “Land”) and has constructed thereon 2, 4-unit apartment buildings located at 1013, 1015, 1017, 1019, 1026, 1028, 1030 and 1032 Estate Drive, Mountain Lake, Minnesota (the “Rental Housing”).
- B. The Rental Housing was constructed by the EDA pursuant to the exercise of its powers under Minnesota Statutes, Sections 469.001 through 469.047 (the “Act”).
- C. The Rental Housing constitutes a housing development project Section 469.017 of the Act.
- D. The acquisition of the Land and construction of the Rental Housing will be financed, in part, by the proceeds of a tax abatement bond to be issued by the EDA in an amount not to exceed \$1,600,000 (the “Obligations”).
- E. Pursuant to Section 469.040, subdivision 1 of the Act and Minnesota Statutes, Section 469.101, Subdivision 2, the real and personal property of the EDA is exempt from taxation and for utilities and special services, such as heat, water, electricity, gas, sewage disposal, or garbage removal.
- F. The City bears the expense of providing police, fire, sanitation services and road maintenance costs to and from the benefit of the Rental Housing.
- G. The City’s ability to bear such expense is dependent, in part, on the receipt of property tax payments with respect to the Rental Housing.
- H. Pursuant to Section 469.040 Subd. 3 of the Act, the EDA is required to pay a service charge for the Services and facilities to be furnished to the Rental Housing by the taxing jurisdiction.
- I. The purpose of this Agreement is to set forth the understanding of the parties with respect to the service charge.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Identification of Rental Housing: Property Tax Records.

- (a) The Property ID for the Rental Housing is Parcel ID 22.358.0050 and 22.358.0120.

2. Agreement to File with Assessor. As soon as possible after the Rental Housing has become occupied in whole or in part, and every year thereafter on or before April 15, the EDA must file with the Cottonwood County Assessor, or such other person as is responsible for assessing properties in the City, a statement of the aggregate shelter rentals of the Rental Housing collected during the preceding calendar year.
3. Computation and Payment of Amounts Due.
  - (a) The EDA agrees to pay five percent of the aggregate shelter rentals as a service charge or payment in lieu of taxes ("PILOT") for the services and facilities to be furnished with respect to the Rental Housing.
  - (b) The PILOT will be collected from the EDA in the manner provided by law for the assessment and collection of taxes and must be made without further notice or demand to the Cottonwood County Auditor in equal installments due on May 15 and October 15 of each year, or on such other dates as are established from time to time by law for the payment of real estate taxes in Minnesota. If any payment is not made when due the EDA must also pay penalties and interest computed as provided in Minnesota Statutes, as amended from time to time, for delinquent property tax payments.
  - (c) Notwithstanding the foregoing clause (b), the EDA may pay the PILOT in full on or prior to May 15 in each year while the PILOT is due and payable hereunder.
4. Change in Method of Valuation, Taxation.
  - (a) If the methods and procedures for determining the PILOT for the EDA are altered by the Legislature such that the methods and procedures set forth in the Agreement are no longer adequate to permit the parties to achieve the intent hereof, the parties will negotiate in good faith an amendment to this Agreement.
  - (b) When the Obligation or any obligations issued by the EDA to refund the Obligations have been retired and federal contributions for the Rental Housing (if any) have been discontinued, or the EDA is no longer obligated by contracts with the federal government to maintain Rental Housing as a low-income housing project, whichever is later, then the exemption from taxes for the Rental Housing terminates.
5. Arbitration of Disputes. Any controversy or dispute, of whatever nature, between the parties arising out of this Agreement will be finally and conclusively settled by arbitration in accordance with the Minnesota Uniform Arbitration Act, Minn. Stat. Chapter 572, as amended. Determinations of market value are not, however, subject to arbitration. All questions as to the meaning of this Section 5 or as to the arbitrability of any dispute will be resolved by the arbitrators, and their decision on such questions will be final and binding and not subject to judicial review, except to the extent provided in the Minnesota Uniform Arbitration Act.
6. Miscellaneous Provisions.
  - (a) This Agreement must be construed and interpreted in accordance with the laws of the State of Minnesota.
  - (b) All negotiations, considerations, representations, and understandings between the parties as to the subject matter of the Agreement are contained herein. This Agreement can be amended

only in writing signed by the parties hereto; provided that this Agreement will be deemed amended to the extent necessary to comply with or give effect to any Amendment to the Act.

- (c) The parties agree that where any consent or approval is provided for this Agreement, each will give reasonable consideration to all factors affecting such consent or approval and such consent or approval will not be unreasonably withheld or delayed.
- (d) The covenants, agreements and obligations herein contained extend to bind and inure to the benefit of not only the parties hereto but their respective successors, assigns and transferees.
- (e) The invalidity or unenforceability of any provision contained in this Agreement will not affect or impair the validity of any other provision hereof.
- (f) Either party hereto may record this Agreement.
- (g) This Agreement may be simultaneously executed in any number of counterparts, all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives effective as of the day and year first above written.

CITY OF MOUNTAIN LAKE, MINNESOTA

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

ATTEST:

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

(SEAL)

STATE OF MINNESOTA :

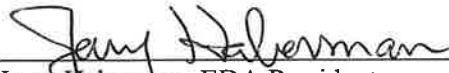
: SS

COUNTY OF COTTONWOOD :

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021 by Mike Nelson, its mayor, and Michael Schulte, Administrator-Clerk of the City of Mountain Lake, Minnesota, a municipal corporation, and political subdivision organized and existing under the Constitution and laws of the State of Minnesota.

\_\_\_\_\_  
Notary Public

MOUNTAIN LAKE ECONOMIC DEVELOPMENT AUTHORITY

  
Jerry Haberman, EDA President

ATTEST:

  
Rob Anderson, EDA Director

(SEAL)

STATE OF MINNESOTA :

: SS

COUNTY OF COTTONWOOD :

The foregoing instrument was acknowledged before me on the 14 day of June, 2021 by Jerry Haberman, its EDA President, and Rob Anderson, its EDA Director, of the Mountain Lake Economic Development Authority, a public body, corporate and political subdivision on behalf of the authority.

  
Notary Public



**EXHIBIT A**

**LEGAL DESCRIPTION**

**Lot 10, Block 1. HALES ESTATES SUBDIVISION**

**Parcel ID 22.358.0050 – 1013, 1015, 1019, 1021 Estate Drive**



**LEGAL DESCRIPTION**

**Lot 3, Block 2. HALES ESTATES SUBDIVISION**

**Parcel ID 22.358.0120 – 1026, 1028, 1030, 1032 Estate Drive**





**CITY OF MOUNTAIN LAKE, MINNESOTA**

**RESOLUTION #15-21**

**RE-ASSESSING ORIGINAL ASSESSMENTS ON TAX FORFEITED PROPERTY**

WHEREAS, there is non-conservation land within the city limits of Mountain Lake, Minnesota as follows:

Parcel # 22.350.0030: \$3,450 – Mowing, \$1,200 Street Repair

Parcel # 22-443-0140: 2012-2013 Infrastructure \$8,489.63, Demo \$688.70, Unpaid Utility 2015 \$147.12 and Unpaid Utility 2016 \$147.12

Parcel # 22-445-0050: 2006 Street & Utility \$2,647.00

Parcel # 22-445-0060: Street & Utility \$5,669.61

WHEREAS, the parcels described above have been forfeited to the State of Minnesota for non-payment of property taxes.

WHEREAS, the County Auditor/Treasurer has informed the City Administrator that said parcels have been sold, and

NOW THEREFORE, BE IT FURTHER RESOLVED that the City of Mountain Lake intends to reassess special assessments on said parcels as originally assessed in terms and interest before being forfeited to the state at the total amounts listed above.

Adopted this 23<sup>rd</sup> day of June, 2021.

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

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



CITY OFFICES REMODEL  
CITY OF MOUNTAIN LAKE MINNESOTA

630 3RD AVENUE  
MOUNTAIN LAKE, MINNESOTA 56159

AIA

JUNE 17, 2021  
CONTRACT NO. 040820

33

**CITY OFFICES REMODEL**  
CITY OF MOUNTAIN LAKE  
930 3<sup>RD</sup> AVENUE, MOUNTAIN LAKE, MN 56159

**1.00** BID:

The undersigned, having carefully examined the site, and all conditions affecting the cost of the Work, Addenda (if any), hereby affirms and agrees to enter into a contract in accordance with the Contract Documents to furnish as required, in the aggregate or individually, all labor, materials, equipment and other items of expense necessary to perform and complete the entire work in accordance with drawings and specifications for the sum of:

**BASE BID:**\$ 106,000.00**ADD ALTERNATE NO. 1 (LED LIGHT REFIT):**\$ 10,000.00**2.00** ADDENDA

The following addenda to the Contract Documents are acknowledged:

ADDENDUM <u>1</u>	DATED <u>June 8, 2021</u>
ADDENDUM _____	DATED _____
ADDENDUM _____	DATED _____

**3.00** COMPLETION TIME

The undersigned hereby affirms and agrees, if awarded the Contract, 150 calendar days will be required to complete the work from date of Notice to Proceed.

**4.00** AWARD OF BIDS


In submitting this Bid, the Bidder understands that the right is reserved by the City of Mountain Lake to reject any and all bids. The Owner shall also consider Completion Time in its determination for selection. The Contract will be awarded to the lowest responsible bidder:

Bidder (Firm): Brennan Construction of MN, Inc.

Address: 201 N Riverfront Dr, Suite 210, Mankato, MN 56001

Tax I.D.#: 41-1864619

Title: President

By: Mike Brennan  Date: June 17, 2021  
(Signature of person authorized to sign bid)

Official Address (including zip code):

1516 W Lake Street, Suite 350

Minneapolis, MN 55408

END OF SECTION



## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**Brennan Construction Of Minnesota, Inc.**  
1516 West Lake Street  
Suite 350  
Minneapolis, MN 55408

### SURETY:

(Name, legal status and principal place of business)

**Travelers Casualty and Surety Company of America**  
One Tower Square, 2SHS

Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

**City Of Mountain Lake, MN**

**BOND AMOUNT: Five Percent of the Bid Amount (5% of Bid Amount)**

**PROJECT: City Offices Remodel, City of Mountain Lake: Demolition: General and Electrical Demolition. Remodeling: General Construction, Limited Mechanical HVAC Work and Electrical Power And Lighting Work, For A Remodeled 274 Square Foot Work Area.**

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of June, 2021

Gale Wilking  
(Witness)  
Tom Fend  
(Witness)

Brennan Construction Of Minnesota, Inc.  
(Principal) [Signature] (Seal)  
(Title)  
Travelers Casualty and Surety Company of America  
(Surety) [Signature] (Seal)  
(Title) Troy Staples, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

## ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

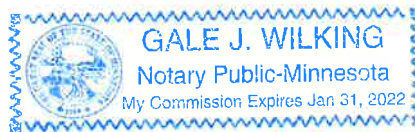
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of Blue Earth )

On this \_\_\_\_\_ day of June, in the year 2021, before me personally come(s) Mike Brennan, to me known, who, being duly sworn, deposes and says that he/she is the President of the Brennan Construction of MN, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



Gale Wilking  
Notary Public

## ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Dakota )

On this 10th day of June, in the year 2021, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Travelers Casualty and Surety Company of America with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Travelers Casualty and Surety Company of America company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Toni Ferrill  
Notary Public





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Troy Staples** of **WEST ST PAUL, Minnesota**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th day of January, 2019**.



State of Connecticut

City of Hartford ss.

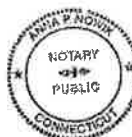
By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **June**, **2021**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**CITY OFFICES REMODEL**  
CITY OF MOUNTAIN LAKE  
930 3<sup>RD</sup> AVENUE, MOUNTAIN LAKE, MN 56159

**1.00** BID:

The undersigned, having carefully examined the site, and all conditions affecting the cost of the Work, Addenda (if any), hereby affirms and agrees to enter into a contract in accordance with the Contract Documents to furnish as required, in the aggregate or individually, all labor, materials, equipment and other items of expense necessary to perform and complete the entire work in accordance with drawings and specifications for the sum of:

**BASE BID:**\$ 93,122.<sup>00</sup>**ADD ALTERNATE NO. 1 (LED LIGHT REFIT):**\$ 8,800.<sup>00</sup>**2.00** ADDENDA

The following addenda to the Contract Documents are acknowledged:

ADDENDUM # 1 DATED 6-8-2021

ADDENDUM \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM \_\_\_\_\_ DATED \_\_\_\_\_

**3.00** COMPLETION TIME

The undersigned hereby affirms and agrees, if awarded the Contract, 75 calendar days will be required to complete the work from date of Notice to Proceed.

**4.00** AWARD OF BIDS

In submitting this Bid, the Bidder understands that the right is reserved by the City of Mountain Lake to reject any and all bids. The Owner shall also consider Completion Time in its determination for selection. The Contract will be awarded to the lowest responsible bidder:

Bidder (Firm): Salonek Concrete & Construction, Inc.

Address: 12 West Lincoln Street. Springfield, MN 56087

Tax I.D.#: 41-1234792

Title: President

By: Judy Salonek Ruby Date: 6-17-21  
(Signature of person authorized to sign bid)

Official Address (including zip code):

12 West Lincoln Street

Springfield, MN 56087

END OF SECTION



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909  
Cedar Rapids, Iowa 52407-3909 319-399-5700**

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

**Salonek Concrete & Const., Inc.**

**12 West Lincoln  
Springfield, MN 56087**

### SURETY:

(Name, legal status and principal place  
of business)

**United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, Iowa 52407**

This document has important legal  
consequences. Consultation with an  
attorney is encouraged with respect to its  
completion or modification.

### OWNER:

(Name, legal status and address)

**City of Mountain Lake  
930 3rd Ave, Box C  
Mountain Lake, MN 56159**

Any singular reference to Contractor, Surety,  
Owner or other party shall be considered  
plural where applicable.

**BOND AMOUNT: Five Percent of the Bid Submitted**

### PROJECT:

(Name, location or address, and Project number, if any)

**Remodel of City Offices - Mountain Lake, MN**

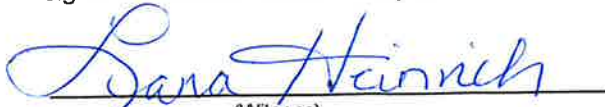
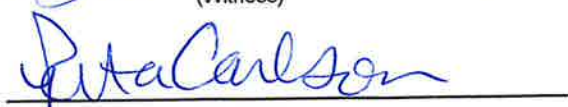
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

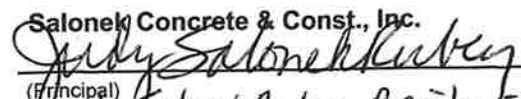
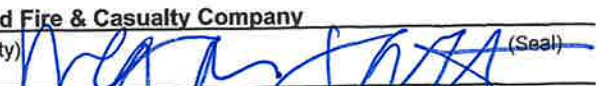
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **8th** day of **June**

**2021**

  
(Witness)  
  
(Witness)

**Salonek Concrete & Const., Inc.**  
  
(Principal) (Seal)  
**Judy Salonek Rubey, President**  
(Title)  
**United Fire & Casualty Company**  
(Surety)  (Seal)  
(Title) **Megan Nicole Scott** **Attorney-in-Fact**

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



STATE OF MINNESOTA

On this 8th day of June, 2021, before me appeared Megan Nicole Scott  
to me personally known, who, being duly sworn, did say that he or she is the  
Attorney-in-Fact of United Fire & Casualty Company, that the seal affixed  
to the foregoing instrument was signed and sealed on behalf of said corporation by  
authority of its Board of Directors and said acknowledged said instrument to be the  
free act and deed of said corporation.

Rita Carlson

notary public





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JILL M. LOWDER, CHRISTINE SCOTT, WENDY SCHMID, EMILY TSCHIMPERLE, TRACY CHEHOSKI, MEGAN NICOLE SCOTT, JOHN C. KLEIN, STEPHEN M. KLEIN, KRISTIN M. BAKOS, RITA CARLSON, KARLA DEUTSCH-HUNT, MICHAEL ZAHN, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 9th day of October, 2013

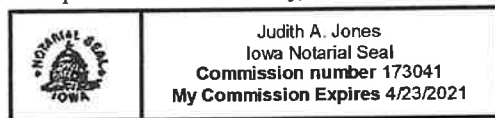


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 9th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 8th day of June, 20 2021



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

**CITY OFFICES REMODEL**  
CITY OF MOUNTAIN LAKE  
930 3<sup>RD</sup> AVENUE, MOUNTAIN LAKE, MN 56159

**1.00** BID:

The undersigned, having carefully examined the site, and all conditions affecting the cost of the Work, Addenda (if any), hereby affirms and agrees to enter into a contract in accordance with the Contract Documents to furnish as required, in the aggregate or individually, all labor, materials, equipment and other items of expense necessary to perform and complete the entire work in accordance with drawings and specifications for the sum of:

**BASE BID:**\$ 97,685.00**ADD ALTERNATE NO. 1 (LED LIGHT REFIT):**\$ 9,250.00**2.00** ADDENDA

The following addenda to the Contract Documents are acknowledged:

ADDENDUM 1 DATED 6-8-2021

ADDENDUM \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM \_\_\_\_\_ DATED \_\_\_\_\_

**3.00** COMPLETION TIME

The undersigned hereby affirms and agrees, if awarded the Contract, 160 calendar days will be required to complete the work from date of Notice to Proceed.

**4.00** AWARD OF BIDS

In submitting this Bid, the Bidder understands that the right is reserved by the City of Mountain Lake to reject any and all bids. The Owner shall also consider Completion Time in its determination for selection. The Contract will be awarded to the lowest responsible bidder:

Bidder (Firm): Wilcon Construction Services LLCAddress: 1512 7th Ave South St James, MN 56081Tax I.D.#: 83-2820621Title: CEOBy: [Signature] Date: 6-17-2021  
(Signature of person authorized to sign bid)Official Address (including zip code):  
\_\_\_\_\_  
\_\_\_\_\_

END OF SECTION

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Wilcon Construction Services, LLC, 1512 7th Ave., St. James, MN 56081  
as Principal, hereinafter call the Principal, and

Merchants Bonding Company (Mutual)  
a corporation duly organized under the laws of the State of Iowa  
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Mt. Lake, 930 3rd Ave., Mountain Lake, MN 56159  
as Obligee, hereinafter called the Obligee, in the sum of


Five Percent of Amount Bid ----- Dollars (\$ 5% of Amount Bid ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.


WHEREAS, the Principal has submitted a bid for


City Offices Remodel


NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 17th day of June, 2021

  
(Witness)

  
Wilcon Construction Services, LLC  
(Principal) (Seal)  
CEO  
(Title)

  
(Witness)

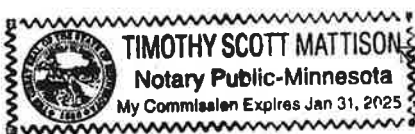
Merchants Bonding Company (Mutual)  
(Surety) (Seal)  
  
Nicole M. Coty  
(Title) Attorney-In-Fact

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota  
COUNTY OF Wabasha

On the 17th day of June, 2021, before me personally appeared, William O Freitag to me, who being duly sworn, did depose and say: that s/he resides in Minnesota that s/he is the President of the Wilcon Construction Services, LLC the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)



Timothy S Mattison  
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA  
COUNTY OF DAKOTA

On the 17th day of June, 2021 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in the City of St. Paul, MN that s/he is the aforesaid officer or attorney in fact of Merchants Bonding Company (Mutual) a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)



Nicole M Coty  
Notary Public

**MERCHANTS**  
**BONDING COMPANY, INC.**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Amanda Plantenberg; DeeAnn Swanson; Dena M Grunhovd; Erin Pohlman; Jacqueline Riley; Jeffrey T Moat; Leslie Seehusen; Litton E S Field Jr; Lori Hubbard; Mark Hayford; Martha Hoven; Nicole M Coty; Nicole M Saji; Patricia M Rowan; Sarah C Lorenzen; Tamara J Amos

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



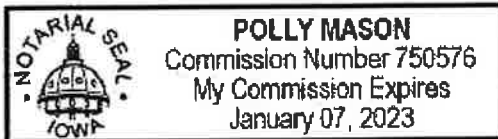
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of June, 2021.



*William Warner Jr.*  
Secretary



**CITY OFFICES REMODEL**  
 CITY OF MOUNTAIN LAKE  
 930 3<sup>RD</sup> AVENUE, MOUNTAIN LAKE, MN 56159

**1.00 BID:**

The undersigned, having carefully examined the site, and all conditions affecting the cost of the Work, Addenda (if any), hereby affirms and agrees to enter into a contract in accordance with the Contract Documents to furnish as required, in the aggregate or individually, all labor, materials, equipment and other items of expense necessary to perform and complete the entire work in accordance with drawings and specifications for the sum of:

**BASE BID:**

\$ 76,700 SEVENTY SIX THOUSAND SEVEN HUNDRED AND 00/100

**ADD ALTERNATE NO. 1 (LED LIGHT REFIT):**

\$ 9,800 NINE THOUSAND EIGHT HUNDRED AND 00/100

**2.00 ADDENDA**

The following addenda to the Contract Documents are acknowledged:

ADDENDUM <u>#1</u>	DATED <u>6/8/21</u>
ADDENDUM _____	DATED _____
ADDENDUM _____	DATED _____

**3.00 COMPLETION TIME**

35 days construction  
28-35 for shop drawings

The undersigned hereby affirms and agrees, if awarded the Contract, 63 calendar days will be required to complete the work from date of Notice to Proceed.

**4.00 AWARD OF BIDS**

In submitting this Bid, the Bidder understands that the right is reserved by the City of Mountain Lake to reject any and all bids. The Owner shall also consider Completion Time in its determination for selection. The Contract will be awarded to the lowest responsible bidder:

Bidder (Firm): ANKENY BUILDERS, INC.

Address: 123 S. GROVE ST., Suite 2 P.O. Box 187  
BLUE EARTH, MN 56013

Tax I.D.#: 41-13/5345

Title: PRESIDENT

By: Michael P. Ankeny Date: 6/17/21  
 (Signature of person authorized to sign bid)

Official Address (including zip code):

P.O. Box 187

123 S. GROVE STREET, SUITE 2, BLUE EARTH, MN 56013

END OF SECTION

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Ankeny Builders, Inc.

PO Box 187 Blue Earth, MN 56013

**OWNER:**

(Name, legal status and address)

City of Mountain Lake

930 3rd Ave. Mountain Lake, MN 56159

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

City Offices Remodel, City of Mountain Lake

**SURETY:**

(Name, legal status and principal place of business)

United Fire & Casualty Company

118 2nd Ave. SE

Cedar Rapids, IA 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of June, 2021

  
(Witness)

  
(Witness) Jennifer Rinehart

Ankeny Builders, Inc.

(Contractor as Principal)

  
(Title) MICHAEL P. ANKENY, PRESIDENT

United Fire & Casualty Company

(Surety)

  
(Title) Jason Gusso - Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACD4070810



## ACKNOWLEDGEMENT OF SURETY

State of South Dakota SS

County of Lincoln

On this 10<sup>th</sup> day of June, 2021

personally appeared before me Jason Gusso

who being duly sworn did depose and say that he is the attorney-in-fact of the United Fire & Casualty Company of Cedar Rapids, Iowa, that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said

Jason Gusso acknowledged that he executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.



~~Notary Public~~

Jennifer Rinehart

My Commission Expires March 27, 2025

UND-2031b



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JASON GUSSO, TRAVIS GUSSO, NICK GUSSO, JEREMY MILLER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of October, 2013

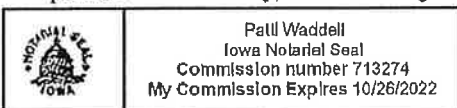


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 16th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
 this 10th day of June, 20 21.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

BPOA0049 1217

**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