

**Regular Council Meeting
Mountain Lake City Hall
Monday, June 25, 2018
6:30 p.m.**

AGENDA

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

2. Approval of Agenda and Consent Agenda
 - a. Bills: Check #21250-21332, 546E-551E *(1-9)
 - b. Approval of Payroll Checks #63916-63968
 - c. Approval of April 30 Planning & Zoning Minutes (10-11)
 - d. Approval of May 11 Economic Development Agency Minutes (12-13)
 - e. Approval of May 24 Utilities Commission Minutes (14-15)
 - f. Approval of June 4 City Council Minutes (16=18)
 - g. Approval of June 11 Lake Commission Minutes (19-22)
 - h. Approval 2018 City Wide Cleanup Statistics (23)
 - i. Accept Resignation of Candace James, Part-Time Librarian
 - j. Accept Resignation of Tristian Varpness, Electric Lineman (24)
 - k. Accept Resignation of Michael Johnson, Utilities Commission Member (25)
 - l. Hire Vincent Voelker, Seasonal Lake Weed Harvester as of June 4th, 2018

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

4. Street Update – Rick Oeltjenbruns, Street Superintendent

5. Electric Department Personnel – Ron Melson

6. Public Hearing for Variance for Parcel 22.413.0480 (26-33)

7. Resolution #14-18 to Approve a Variance from Accessory Structure Standards (34)

8. 2017 Audit Presentation -Dennis Oberloh, Dennis E. Oberloh, Ltd.

9. Approval of Tax Abatement Agreement Between The City of Mountain Lake & Casey's Retail Company (35-46)

10. Resolution #15-18 Approving Property Tax Abatements (47-49)

11. Castle Drive Concerns – Councilmember Kass

12. City Attorney Report
 - a. Second Reading of Ordinance No. __-18 (50-51)
13. City Administrator Report
14. Adjourn

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June 25, 2018
mtg
21250-21332
546E-SSIE

June 2018 to June 2018

			Check Amt	Invoice	Comment
10100 United Prairie					
Paid Chk#	021250	6/1/2018	THIRD AVENUE AUTO PARTS		
E	101-45200-404	Repairs/Maint Machinery/Equip	\$23.96	S167720	TRIMMER LINE
E	221-42200-404	Repairs/Maint Machinery/Equip	\$89.09	S167851	WORK ON 2006 CHEV FIRE TRUCK
E	221-42200-404	Repairs/Maint Machinery/Equip	\$72.29	S167890	WORK ON 2015 CHEV FIRE TRUCK
	Total	THIRD AVENUE AUTO PARTS	\$185.34		
Paid Chk#	021251	6/1/2018	PLUNKETT S		
E	101-45186-400	Janitor-Repairs/Maint	\$227.54	9056374	YEARLY SERVICE AT COMMUNITY CENTER
	Total	PLUNKETT S	\$227.54		
Paid Chk#	021252	6/1/2018	ONE OFFICE SOLUTION		
E	101-41400-200	Office Supplies	\$136.39	1788396-0	DRUM FOR FAX MACHINE
	Total	ONE OFFICE SOLUTION	\$136.39		
Paid Chk#	021253	6/1/2018	CITIZEN PUBLISHING		
E	101-41400-351	Legal Notices Publishing	\$70.00	5/30/2018	CEMETERY FLOWER AD
	Total	CITIZEN PUBLISHING	\$70.00		
Paid Chk#	021254	6/1/2018	AMBULANCE FUND		
E	231-42154-430	Miscellaneous	\$16.62	6/1/2018	FOOD ON AMB RUN
	Total	AMBULANCE FUND	\$16.62		
Paid Chk#	021255	6/1/2018	EMILY ADRIAN		
E	231-42154-308	Training & Instruction	\$52.92		EMT-MILEAGE REIMBURSE
	Total	EMILY ADRIAN	\$52.92		
Paid Chk#	021256	6/11/2018	COMMISSIONER OF REVENUE		
G	101-21702	State Withholding	\$74.74		
	Total	COMMISSIONER OF REVENUE	\$74.74		
Paid Chk#	021257	6/11/2018	INTERNAL REVENUE SERVICE		
G	101-21703	FICA Tax Withholding	\$777.00		
G	101-21701	Federal Withholding	\$87.28		
	Total	INTERNAL REVENUE SERVICE	\$864.28		
Paid Chk#	021258	6/7/2018	AFLAC		
G	101-21713	AFLAC	\$249.64		
	Total	AFLAC	\$249.64		
Paid Chk#	021259	6/7/2018	BCBS/HSA		
G	101-21714	HSA	\$613.39		
	Total	BCBS/HSA	\$613.39		
Paid Chk#	021260	6/7/2018	COMMISSIONER OF REVENUE		
G	101-21702	State Withholding	\$950.53		
	Total	COMMISSIONER OF REVENUE	\$950.53		
Paid Chk#	021261	6/7/2018	GISLASON & HUNTER		
G	101-21712	Garnishments	\$398.90		
	Total	GISLASON & HUNTER	\$398.90		
Paid Chk#	021262	6/7/2018	INTERNAL REVENUE SERVICE		
G	101-21703	FICA Tax Withholding	\$2,622.66		
G	101-21701	Federal Withholding	\$1,795.80		
	Total	INTERNAL REVENUE SERVICE	\$4,418.46		

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June 2018 to June 2018

			Check Amt	Invoice	Comment
Paid Chk#	021263	6/7/2018	LAW ENFORCEMENT LABOR SERV		
	G 101-21711	PD UNION DUES	\$147.00		
	Total	LAW ENFORCEMENT LABOR SERV	\$147.00		
Paid Chk#	021264	6/7/2018	PERA		
	G 101-21704	PERA	\$4,763.91		
	Total	PERA	\$4,763.91		
Paid Chk#	021265	6/7/2018	VALIC		
	G 101-21705	VALIC	\$263.00		
	Total	VALIC	\$263.00		
Paid Chk#	021266	6/7/2018	CITIZEN PUBLISHING		
	E 460-46300-354	Real Estate Taxes	\$30.00	5/30/2018	HEARING FOR SELLING LAND TO CASEYS
	E 460-46300-354	Real Estate Taxes	\$6.00	5/30/2018	DIGITAL UPLOAD
	E 460-46300-434	Project Expense	\$48.00	5/9/2018	HEARING FOR CASEYS TAX ABATEMENT
	Total	CITIZEN PUBLISHING	\$84.00		
Paid Chk#	021267	6/7/2018	CITIZEN PUBLISHING		
	E 205-46500-343	Busnes Recrut/Comm Dev	\$203.00		EDA-AD IN SPRING HOUSING EDITION
	Total	CITIZEN PUBLISHING	\$203.00		
Paid Chk#	021268	6/7/2018	CITY OF MOUNTAIN LAKE		
	E 608-46330-402	Repairs/Maint- Ground	\$2,310.00		SNOW REMOVAL HERITAGE DRIVE
	E 607-46330-402	Repairs/Maint- Ground	\$1,190.00		SNOW REMOVAL HERITAGE DRIVE
	Total	CITY OF MOUNTAIN LAKE	\$3,500.00		
Paid Chk#	021269	6/7/2018	DARON J. FRIESEN		
	E 609-46330-402	Repairs/Maint- Ground	\$303.33	266300	HERITAGE ESTATES/MASON MANOR LAWN CARE
	E 608-46330-402	Repairs/Maint- Ground	\$303.34	266300	HERITAGE ESTATES/MASON MANOR LAWN CARE
	E 607-46330-402	Repairs/Maint- Ground	\$303.33	266300	HERITAGE ESTATES/MASON MANOR LAWN CARE
	Total	DARON J. FRIESEN	\$910.00		
Paid Chk#	021270	6/7/2018	HANSON PLUMBING		
	E 607-46330-401	Repairs/Maint Buildings	\$183.65		REPLACE KITCHEN FAUCET-400A
	Total	HANSON PLUMBING	\$183.65		
Paid Chk#	021271	6/7/2018	KDOM RADIO		
	E 205-46500-343	Busnes Recrut/Comm Dev	\$43.35	18050504	EDA-GRAD AD
	Total	KDOM RADIO	\$43.35		
Paid Chk#	021272	6/7/2018	SMITH APPLIANCE		
	E 608-46330-401	Repairs/Maint Buildings	\$144.07	1396	REFRIGERATOR REPAIR-APT 403
	Total	SMITH APPLIANCE	\$144.07		
Paid Chk#	021273	6/21/2018	AFLAC		
	G 101-21713	AFLAC	\$249.64		
	Total	AFLAC	\$249.64		
Paid Chk#	021274	6/21/2018	AFSCME COUNCIL 65		
	G 101-21707	Union Dues	\$157.86		
	Total	AFSCME COUNCIL 65	\$157.86		
Paid Chk#	021275	6/21/2018	BCBS/HSA		
	G 101-21714	HSA	\$613.39		
	Total	BCBS/HSA	\$613.39		

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			Check Amt	Invoice	Comment
Paid Chk# 021276 6/21/2018 COMMISSIONER OF REVENUE					
G 101-21702	State Withholding		\$909.00		
Total COMMISSIONER OF REVENUE			\$909.00		
Paid Chk# 021277 6/21/2018 GISLASON & HUNTER					
G 101-21712	Garnishments		\$398.90		
Total GISLASON & HUNTER			\$398.90		
Paid Chk# 021278 6/21/2018 INTERNAL REVENUE SERVICE					
G 101-21703	FICA Tax Withholding		\$2,804.72		
G 101-21701	Federal Withholding		\$1,648.75		
Total INTERNAL REVENUE SERVICE			\$4,453.47		
Paid Chk# 021279 6/21/2018 PERA					
G 101-21704	PERA		\$4,485.95		
Total PERA			\$4,485.95		
Paid Chk# 021280 6/21/2018 SWWC SERVICE COOPERATIVES					
G 101-21708	Employee Paid Health Insurance		\$2,066.84		
Total SWWC SERVICE COOPERATIVES			\$2,066.84		
Paid Chk# 021281 6/21/2018 VALIC					
G 101-21705	VALIC		\$263.00		
Total VALIC			\$263.00		
Paid Chk# 021282 6/21/2018 LEAGUE OF MN CITIES--INSURANCE					
E 101-00000-361	General Liability Ins		\$17,444.00		CITY LIABILITY INS
E 101-45200-363	Automotive Ins		\$321.00		PARKS VEHICLE INS
E 231-42154-363	Automotive Ins		\$994.75		AMB VEHICLE INS
E 221-42200-363	Automotive Ins		\$1,921.75		FIRE DEPT VEHICLE INS
E 101-43100-363	Automotive Ins		\$2,195.75		ST DEPT VEHICLE INS
E 101-00000-361	General Liability Ins		\$287.00		BONDS INS-CITY
E 101-43100-363	Automotive Ins		\$2,075.64		MOBILE PROPERTY INS-CITY
E 101-00000-361	General Liability Ins		\$6,914.00		EXCESS LIABILITY INS-CITY
E 101-42100-363	Automotive Ins		\$3,243.75		POLICE VEHICLE INS
E 211-45500-362	Property Ins		\$1,034.00		LIBRARY PROPERTY INS
E 235-46340-362	Property Ins		\$859.00		INS ON FULDA CREDIT BLDG
E 101-45186-362	Property Ins		\$1,258.00		COMM CTR PROP INS
E 221-42200-362	Property Ins		\$431.48		FIRE DEPT PROP INS
E 507-45150-360	Insurance (GL &PROP)		\$684.08		WEED HARVESTOR INS-LAKE COMM
E 608-46330-362	Property Ins		\$5,630.48		8-PLEX PROP INS
E 231-42154-362	Property Ins		\$212.52		AMBULANCE PROP INS
E 101-45200-362	Property Ins		\$3,456.00		PARKS PROP INS
E 101-43100-362	Property Ins		\$2,797.00		ST DEPT PROP INS
E 101-41400-362	Property Ins		\$2,549.00		CITY HALL PROP INS
E 607-46330-362	Property Ins		\$2,818.52		4-PLEX PROP INS
E 101-00000-361	General Liability Ins		\$3,818.25		UT-ELECT DEPT LIAB
E 101-00000-361	General Liability Ins		\$1,330.50		UT-VEHICLE INS-ELEC
E 101-00000-361	General Liability Ins		\$287.00		UT-BONDS INS
E 101-00000-361	General Liability Ins		\$4,415.00		UT-WATER DEPT PROP INS
E 101-00000-361	General Liability Ins		\$24,763.00		UT-ELECT DEPT PROP INS
E 101-00000-361	General Liability Ins		\$4,097.75		UT-WATER DEPT LIAB INS
E 609-46330-362	Property Ins		\$2,707.00		MASON MANOR PROP INS
E 101-45183-360	Insurance (GL &PROP)		\$821.00		INS BATHHOUSE AT CAMPGROUN
E 101-00000-361	General Liability Ins		\$925.50		UT-VEHICLE INS-WATER DEPT
E 221-42200-362	Property Ins		\$362.16		INS ON CASCADE SYSTEM-FD

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			Check Amt	Invoice	Comment
E 240-46500-360	Insurance (GL &PROP)		\$201.00		ML FITNESS BLDG INS
E 101-00000-361	General Liability Ins		\$1,046.24		UT-SEWER CAMERS/DIESEL GENERATOR
E 303-47000-362	Property Ins		\$3,662.00		POPD KERNS BLDG INS
E 240-46500-360	Insurance (GL &PROP)		\$428.00		JSK BRIDAL BLDG-206 10TH ST INS
E 230-47001-362	Property Ins		\$1,523.00		HOMETOWN CAFÉ BLDG & CONTENTS INS
E 231-42154-362	Property Ins		\$482.88		ZOLL 12 LEAD MONITOR & DEFIB-AMB
E 101-46200-362	Property Ins		\$9.00		INS ON BLDG AT CEMETERY
E 101-45171-362	Property Ins		\$40.00		BLDG BY SKATING RINK
E 341-47000-362	Property Ins		\$5,385.00		MT POWER BLDG INS
E 101-00000-361	General Liability Ins		\$327.00		UT-VEHICLE #3 INS
E 101-00000-361	General Liability Ins		\$3,741.00		CITY MISC
Total LEAGUE OF MN CITIES--INSURANCE			\$117,500.00		
Paid Chk# 021283 6/21/2018 ALEX AIR APPARATUS INC.					
E 221-42200-404	Repairs/Maint Machinery/Equip		\$273.82	36747	FIRE DEPT-REPLACE ORINGS ON GUAGE
Total ALEX AIR APPARATUS INC.			\$273.82		
Paid Chk# 021284 6/21/2018 AMERIPRIDE					
E 101-43100-215	Shop Supplies		\$40.11	2800885799	TOWELS FOR ST DEPT
E 101-41400-401	Repairs/Maint Buildings		\$50.54	2800885799	MATS FOR CITY HALL
E 101-43100-215	Shop Supplies		\$40.11	2800895614	TOWELS FOR ST DEPT
E 101-41400-401	Repairs/Maint Buildings		\$49.54	2800895614	MATS FOR CITY HALL
Total AMERIPRIDE			\$180.30		
Paid Chk# 021285 6/21/2018 BARGEN					
E 211-45500-520	Buildings and Structures		\$20,723.00		CARPET FOR LIBRARY
Total BARGEN			\$20,723.00		
Paid Chk# 021286 6/21/2018 BORDER STATES ELECTRIC					
E 101-45200-402	Repairs/Maint- Ground		\$347.71	915353724	LIGHTS FOR BASKETBALL COURT AT PARK
Total BORDER STATES ELECTRIC			\$347.71		
Paid Chk# 021287 6/21/2018 BOUND TREE MEDICAL					
E 231-42154-210	Operating Supplies		\$4.07	82882667	AMB-12 LEAD ELECTRODES
Total BOUND TREE MEDICAL			\$4.07		
Paid Chk# 021288 6/21/2018 CASEYS-CREDIT CARD DEPARTMENT					
E 101-45200-212	Motor Fuels		\$130.30		PARKS GAS
E 101-43100-430	Miscellaneous		\$0.84		ST DEPT MISC
E 101-43100-212	Motor Fuels		\$51.90		ST DEPT GAS
E 101-00000-430	Miscellaneous		\$212.68		UT DEPT GAS
Total CASEYS-CREDIT CARD DEPARTMENT			\$395.72		
Paid Chk# 021289 6/21/2018 CHAMBER OF COMMERCE					
R 101-00000-36200	Miscellaneous Revenues		\$205.00		DOWNTOWN BEAUTIFICATION MONEY FROM SW INITIATIVE FOUNDATON
Total CHAMBER OF COMMERCE			\$205.00		
Paid Chk# 021290 6/21/2018 COTTONWOOD SWCD					
E 101-45200-402	Repairs/Maint- Ground		\$97.26		TREES FOR PARK
Total COTTONWOOD SWCD			\$97.26		
Paid Chk# 021291 6/21/2018 COTTONWOOD COUNTY AUD/TREAS					
E 101-43200-344	Property Cleanup		\$1,523.68		LANDFILL FEES-2018 CITY WIDE CLEANUP
Total COTTONWOOD COUNTY AUD/TREAS			\$1,523.68		
Paid Chk# 021292 6/21/2018 COUNTRY PRIDE SERVICES					

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			Check Amt	Invoice	Comment
E 231-42154-212	Motor Fuels		\$265.86		AMBULANCE FUEL
E 221-42200-210	Operating Supplies		\$172.86		FIRE DEPT FUEL
E 101-42100-212	Motor Fuels		\$738.16		POLICE DEPT GAS
E 101-45200-212	Motor Fuels		\$342.67		PARKS-LAWN MOWER GAS
E 101-43100-212	Motor Fuels		\$1,321.64		ST DEPT GAS
E 101-45200-404	Repairs/Maint Machinery/Equip		\$57.39	097358	LAWN MOWER-TIRE REPAIR
E 101-45183-210	Operating Supplies		\$75.80	192754,19303	CAMPGROUND-CLEANERS,BULB
E 211-45500-220	Repair/Maint Supply		\$14.73	192918	LIB-BRUSH & PINE BOARDS
E 101-42100-430	Miscellaneous		\$21.09	192976,19297	BIKE RODEO-SUPPLIES
E 101-45200-401	Repairs/Maint Buildings		\$80.92	193034,19343	PARKS-TRASH BAGS,BALLAST
E 101-45186-220	Repair/Maint Supply		\$32.86	193168	COMM CTR-CLEANERS
E 101-00000-430	Miscellaneous		\$13.34	193347	BIKE PROGRAM-PAINT & CHAIN LUBE
E 101-43100-430	Miscellaneous		\$29.90	193793	ST DEPT-POTTING SOIL
E 507-45150-212	Motor Fuels		\$29.33	5/31/18	FUEL FOR WEED HARVESTOR
E 507-45150-404	Repairs/Maint Machinery/Equip		\$32.96	5/31/18	WEED HARVESTOR TIRE REPAIR
Total COUNTRY PRIDE SERVICES			\$3,229.51		
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Paid Chk#	021293	6/21/2018	DEMCO, INC		
E 211-45500-434	Project Expense		\$439.33		PROJECT EXPENSE
Total DEMCO, INC			\$439.33		
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Paid Chk#	021294	6/21/2018	DEMCO, INC		
E 211-45500-520	Buildings and Structures		\$4,539.00		LIBRARY-NEW SHELVING
Total DEMCO, INC			\$4,539.00		
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Paid Chk#	021295	6/21/2018	DENNIS HULZEBOS		
E 211-45500-400	Janitor-Repairs/Maint		\$345.00		JUNE MAINT AT LIBRARY
Total DENNIS HULZEBOS			\$345.00		
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Paid Chk#	021296	6/21/2018	DIAMOND VOGEL PAINTS		
E 101-43121-224	Street Maint Materials		\$1,304.90	295181495	TRAFFIC PAINT-8 GAL WHITE, 10 GAL YELLOW
Total DIAMOND VOGEL PAINTS			\$1,304.90		
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Paid Chk#	021297	6/21/2018	EARL F. ANDERSON		
E 101-43100-226	Sign Repair Materials		\$260.55		NO PARKING SIGNS
E 101-43100-430	Miscellaneous		\$765.75	0117571	50--28" TRAFFIC CONES
Total EARL F. ANDERSON			\$1,026.30		
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Paid Chk#	021298	6/21/2018	EXPERT T BILLING		
E 231-42154-300	Professional Svcs		\$435.00	4557	MAY AMB BILLING
Total EXPERT T BILLING			\$435.00		
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Paid Chk#	021299	6/21/2018	FRONTIER		
E 211-45500-321	Telephone		\$71.66		LIBRARY PHONE-507-427-2506
Total FRONTIER			\$71.66		
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Paid Chk#	021300	6/21/2018	HALLS HANDY HEATING & COOLING		
E 211-45500-520	Buildings and Structures		\$1,927.00		PARTIAL PAYMENT ON NEW FURNACE AT LIBRARYL
Total HALLS HANDY HEATING & COOLING			\$1,927.00		
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Paid Chk#	021301	6/21/2018	HOMETOWN SANITATION SERVICE		
E 101-45183-384	Refuse/Garbage Disposal		\$120.00	288591	JUNE GARBAGE AT CAMPGROUND
Total HOMETOWN SANITATION SERVICE			\$120.00		
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Paid Chk#	021302	6/21/2018	HOMETOWN SANITATION SERVICE		
E 101-43200-344	Property Cleanup		\$5,960.58	288592	2018 CITY WIDE CLEANUP

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June 2018 to June 2018

			Check Amt	Invoice	Comment
Total HOMETOWN SANITATION SERVICE			\$5,960.58		
Paid Chk#	021303	6/21/2018 INGRAM			
E 211-45500-590	Capital Outlay Books		\$560.91		LIBRARY BOOKS
E 211-45500-592	A.V. Materials		\$23.63		LIBRARY AV
Total INGRAM			\$584.54		
Paid Chk#	021304	6/21/2018 JOHN YSKER			
E 101-43240-111	Contract		\$250.00		JUNE DUMP SALARY
Total JOHN YSKER			\$250.00		
Paid Chk#	021305	6/21/2018 KDOM RADIO			
E 101-00000-430	Miscellaneous		\$30.09	18050241	MONTHLY ADV
E 101-00000-430	Miscellaneous		\$86.70	18050242	MONTHLY ADV
Total KDOM RADIO			\$116.79		
Paid Chk#	021306	6/21/2018 LEAGUE--WC/INS			
E 101-41110-151	Worker s Comp Ins Prem		\$45.55		WORK COMP INS 4/1/18- 4/1/2019
E 101-41400-151	Worker s Comp Ins Prem		\$548.75		WORK COMP INS 4/1/18- 4/1/2019
E 101-45200-151	Worker s Comp Ins Prem		\$1,846.32		WORK COMP INS 4/1/18- 4/1/2019
E 101-42100-151	Worker s Comp Ins Prem		\$6,604.79		WORK COMP INS 4/1/18- 4/1/2019
E 205-46500-151	Worker s Comp Ins Prem		\$365.84		WORK COMP INS 4/1/18- 4/1/2019
E 231-42154-151	Worker s Comp Ins Prem		\$9,802.87		WORK COMP INS 4/1/18- 4/1/2019
E 221-42200-151	Worker s Comp Ins Prem		\$4,589.31		WORK COMP INS 4/1/18- 4/1/2019
E 211-45500-151	Worker s Comp Ins Prem		\$414.79		WORK COMP INS 4/1/18- 4/1/2019
E 101-43100-151	Worker s Comp Ins Prem		\$5,320.27		WORK COMP INS 4/1/18- 4/1/2019
E 101-00000-361	General Liability Ins		\$1,334.15		WORK COMP INS 4/1/18- 4/1/2019-water
E 101-00000-361	General Liability Ins		\$3,412.23		WORK COMP INS 4/1/18- 4/1/2019--elect
E 101-00000-361	General Liability Ins		\$1,476.95		WORK COMP INS 4/1/18- 4/1/2019-sewer
E 507-45150-151	Worker s Comp Ins Prem		\$222.23		WORK COMP INS 4/1/18- 4/1/2019
E 101-00000-361	General Liability Ins		\$167.95		WORK COMP INS 4/1/18- 4/1/2019-UT OFFICE
Total LEAGUE--WC/INS			\$36,152.00		
Paid Chk#	021307	6/21/2018 LUKE WINGER			
E 211-45500-434	Project Expense		\$250.00		LIBRARY-PROJECT EXP
Total LUKE WINGER			\$250.00		
Paid Chk#	021308	6/21/2018 LYNN STOENKING			
E 211-45500-434	Project Expense		\$250.00		LIBRARY-PROJECT EXPENSE
Total LYNN STOENKING			\$250.00		
Paid Chk#	021309	6/21/2018 M.R. PAVING			
E 101-45183-402	Repairs/Maint- Ground		\$8,960.00	35187	BLACKTOP CAMPGROUND ENTRANCE
Total M.R. PAVING			\$8,960.00		
Paid Chk#	021310	6/21/2018 MACQUEEN EQUIPMENT			
E 101-43100-404	Repairs/Maint Machinery/Equip		\$409.46	P12212	BROOMS FOR SWEEPER
Total MACQUEEN EQUIPMENT			\$409.46		
Paid Chk#	021311	6/21/2018 MCFOA			
E 101-41400-433	Dues and Subscriptions		\$45.00		MICHAEL SCHULTE-MCFOA MEMBERSHIP
Total MCFOA			\$45.00		
Paid Chk#	021312	6/21/2018 MCMA SECRETARIAT			
E 101-41400-433	Dues and Subscriptions		\$100.00		MEMBERSHIP FOR MICHAEL SCHULTE 5/1/18 TO 4/30/2019

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June 2018 to June 2018

			Check Amt	Invoice	Comment
Total MCMA SECRETARIAT			\$100.00		
Paid Chk#	021313	6/21/2018	MIDWAY FARM EQUIPMENT		
E	101-43100-404	Repairs/Maint Machinery/Equip	\$99.60	RM00277	REPAIR 2-55 ST DEPT
Total MIDWAY FARM EQUIPMENT			\$99.60		
Paid Chk#	021314	6/21/2018	MINNESOTA RESORT & CAMPGROUND		
E	101-45183-433	Dues and Subscriptions	\$320.00	59681	CAMPGROUND MEMBERSHIP 7/1/18 TO 6/30/2019
Total MINNESOTA RESORT & CAMPGROUND			\$320.00		
Paid Chk#	021315	6/21/2018	MINNESOTA WEST-CANBY		
E	221-42200-308	Training & Instruction	\$400.00	00228661	FD TRAINING -ROPES-KNOTS-RIGGING
Total MINNESOTA WEST-CANBY			\$400.00		
Paid Chk#	021316	6/21/2018	MUNICIPAL UTILITIES		
E	101-43160-381	Electric Utilities	\$2,412.78		MAY STREET LIGHTING
Total MUNICIPAL UTILITIES			\$2,412.78		
Paid Chk#	021317	6/21/2018	NICKEL CONSTRUCTION		
E	101-43150-220	Repair/Maint Supply	\$318.84	18777	1/2 STORM SEWER WORK AT 709 5TH AVE
Total NICKEL CONSTRUCTION			\$318.84		
Paid Chk#	021318	6/21/2018	NORTHERN SAFETY CO		
E	101-43100-430	Miscellaneous	\$193.56	101663497	SAFETY SHIRTS-ST DEPT
Total NORTHERN SAFETY CO			\$193.56		
Paid Chk#	021319	6/21/2018	PETERSON DRUG & GIFTS		
E	231-42154-210	Operating Supplies	\$307.76	5/19/18	AMB-GLUCAGON
E	101-43100-430	Miscellaneous	\$17.02	5/24/18	ST DEPT-BEDDING PLANTS
E	231-42154-210	Operating Supplies	\$661.79	5/24/18	AMB-EPIPEN
Total PETERSON DRUG & GIFTS			\$986.57		
Paid Chk#	021320	6/21/2018	PLUM CREEK LIBRARY SYSTEM		
E	211-45500-309	Automation/Tech Expense	\$150.00		LIBRARY IT SERVICE FEE
E	211-45500-430	Miscellaneous	\$49.00		LIBRARY-MN WRITES MN READS
Total PLUM CREEK LIBRARY SYSTEM			\$199.00		
Paid Chk#	021321	6/21/2018	PRAXAIR		
E	231-42154-210	Operating Supplies	\$126.61	83265400	OXYGEN FOR AMBULANCE
Total PRAXAIR			\$126.61		
Paid Chk#	021322	6/21/2018	PRO HYDRO-TESTING		
E	221-42200-404	Repairs/Maint Machinery/Equip	\$200.00	102942	FIRE DEPT-HYDRO TESTING DOT STORAGE CYLINDERS
Total PRO HYDRO-TESTING			\$200.00		
Paid Chk#	021323	6/21/2018	RDO EXCH 80-5800		
E	101-43100-404	Repairs/Maint Machinery/Equip	\$560.52	P73434	UPPER WINDOW--310SJ
Total RDO EXCH 80-5800			\$560.52		
Paid Chk#	021324	6/21/2018	RED FEATHER PAPER		
E	101-45200-401	Repairs/Maint Buildings	\$231.00	99058	TP FOR PARKS
Total RED FEATHER PAPER			\$231.00		
Paid Chk#	021325	6/21/2018	S & S WORLDWIDE INC.		
E	211-45500-434	Project Expense	\$237.47		LIBRARY PROJECT EXPENSE
Total S & S WORLDWIDE INC.			\$237.47		

***Check Detail Register©**

June 2018 to June 2018

			Check Amt	Invoice	Comment
Paid Chk#	021326	6/21/2018	SMC		
E 101-43121-225	Seal Coat/Crack Filling		\$1,253.65	1467026	SEAL COAT CHIPS
	Total SMC		\$1,253.65		
Paid Chk#	021327	6/21/2018	STREICHERS		
E 101-42100-205	Uniforms		\$74.99	11315389	PD-SHIRT FOR JAKE
	Total STREICHERS		\$74.99		
Paid Chk#	021328	6/21/2018	SW DUST TREATMENT INC.		
E 101-43121-224	Street Maint Materials		\$5,025.63	7379	2018 DUST CONTROL
	Total SW DUST TREATMENT INC.		\$5,025.63		
Paid Chk#	021329	6/21/2018	SW/WC SERVICE COOPERATIVES		
E 101-42100-131	Employer Paid Health		\$3,541.96		JULY HEALTH INS-POLICE DEPT
E 101-41400-131	Employer Paid Health		\$1,361.70		JULY HEALTH INS-OFFICE
E 101-43100-131	Employer Paid Health		\$2,451.06		JULY HEALTH INS-ST DEPT
E 101-45200-131	Employer Paid Health		\$817.02		JULY HEALTH INS-PARKS DEPT
E 211-45500-131	Employer Paid Health		\$1,361.70		JULY HEALTH INS-LIBRARY
E 101-46200-131	Employer Paid Health		\$817.02		JULY HEALTH INS-CEMETERY
E 205-46500-131	Employer Paid Health		\$1,361.70		JULY HEALTH INS-ÉDA
E 101-42100-135	Employer Paid Other		\$481.50		JULY HEALTH INS-BRIAN LUNZ
E 101-41400-135	Employer Paid Other		\$481.50		JULY HEALTH INS-WENDY MEYER
E 101-41400-131	Employer Paid Health		(\$1,602.00)		CREDIT WENDY JUNE HEALTH INS
E 101-41400-135	Employer Paid Other		\$481.50		JUNE HEALTH INS-WENDY
	Total SW/WC SERVICE COOPERATIVES		\$11,554.66		
Paid Chk#	021330	6/21/2018	TITAN PRO		
E 101-45200-402	Repairs/Maint- Ground		\$551.09	8336,8337	PARKS SUPPLIES
	Total TITAN PRO		\$551.09		
Paid Chk#	021331	6/21/2018	TOWNS EDGE AUTO		
E 231-42154-404	Repairs/Maint Machinery/Equip		\$40.86	81625	REPAIR CHIP IN WINDSHIELD-2017 AMB
E 231-42154-404	Repairs/Maint Machinery/Equip		\$687.95	81629	REPLACE FRONT SHOCKS ON 2017 AMBULANCE
	Total TOWNS EDGE AUTO		\$728.81		
Paid Chk#	021332	6/21/2018	ZINNIEL TREE SERVICE		
E 101-45200-402	Repairs/Maint- Ground		\$2,200.00		REMOVE 3 MAPLE TREE STUMPS IN CITY PARK
	Total ZINNIEL TREE SERVICE		\$2,200.00		
	10100 United Prairie		\$267,540.19		

***Check Detail Register©**

June 2018 to June 2018

Check Amt Invoice Comment

Fund Summary

10100 United Prairie		
101 GENERAL FUND		\$181,565.54
205 ECONOMIC DEVELOPMENT AUTHORITY		\$1,973.89
211 LIBRARY FUND		\$32,391.22
221 FIRE DEPT FUND		\$8,512.76
230 REVOLVING LOAN FUND		\$1,523.00
231 AMBULANCE FUND		\$14,092.46
235 SW HOUSING GRANT		\$859.00
240 PROTIENT--DTED LOAN		\$629.00
303 TIF #1-5 POPD KERNS		\$3,662.00
341 T.I.F.# 1-6 MT POWER		\$5,385.00
460 PANKRATZ LAND PURCHASE		\$84.00
507 LAKE COMMISSION FUND		\$968.60
607 EDA---4 PLEX FUND		\$4,495.50
608 EDA---8 PLEX FUND		\$8,387.89
609 EDA-- MASON MANOR		\$3,010.33
		<u>\$267,540.19</u>

Paid Chk# 000546E 5/31/2018 UNITED PRAIRIE BANK

E 101-41400-200 Office Supplies	\$25.00	MAY ACH FEE
Total UNITED PRAIRIE BANK	\$25.00	

Paid Chk# 000547E 6/6/2018 UNITED PRAIRIE BANK

G 609-22800 Notes Payable - Current	\$471.51	MASON MANOR-PRINC PAYMENT
E 609-46330-610 Interest	\$819.02	MASON MANOR-INTEREST PAYMENT
Total UNITED PRAIRIE BANK	\$1,290.53	

Paid Chk# 000548E 6/7/2018 PERA

E 231-42154-121 PERA	\$7,500.37	1ST HALF 2018 AMB PERA
Total PERA	\$7,500.37	

Paid Chk# 000549E 6/11/2018 SELECT ACCOUNT

G 101-21710 Employee Flex Plan	\$326.32	FLEX PLAN
Total SELECT ACCOUNT	\$326.32	

Paid Chk# 000550E 6/15/2018 SELECT ACCOUNT

G 101-21710 Employee Flex Plan	\$600.00	EMPLOYEE FLEX
Total SELECT ACCOUNT	\$600.00	

Paid Chk# 000551E 6/21/2018 SELECT ACCOUNT

E 101-41400-141 Admin Fees-HSA	\$2.95	HSA ADMIN FEES
E 101-42100-141 Admin Fees-HSA	\$11.80	HSA ADMIN FEES
E 205-46500-141 Admin Fees-HSA	\$2.95	HSA ADMIN FEES
E 211-45500-141 Admin Fees-HSA	\$2.95	HSA ADMIN FEES
E 101-43100-141 Admin Fees-HSA	\$5.30	HSA ADMIN FEES
E 101-45200-141 Admin Fees-HSA	\$1.77	HSA ADMIN FEES
E 101-46200-141 Admin Fees-HSA	\$1.78	HSA ADMIN FEES
Total SELECT ACCOUNT	\$29.50	

**City of Mountain Lake
Planning and Zoning Commission
Monday, April 30, 2018
5:30 PM
City Hall**

Members Present: Bryan Bargaen, Sharron Hanson, Dean Janzen, Doug Regehr, Nik Strom, Council Liaison Andy Ysker

Members Absent: Shelby Medina Tim Swoboda

Staff Present: Wendy Meyer, Outgoing Clerk/Administrator; Michael Schulte, Incoming Clerk/Administrator

Others Present: John Carrison, Mt. Lake Public Schools; Sandy Melheim, Dan Melheim, and Hugh Simon

Call to Order

The meeting was called to order at 5:30 PM.

Adoption of the Agenda and Approval of January 29, 2017 Minutes

Motion by Janzen, seconded by Strom to adopt the agenda as presented. Motion by Janzen, seconded by Strom, to approve the minutes. Motion carried.

Review and Approval of Building Permits, January 30 to April 26

The permits were reviewed. All projects meet the requirements found in city code. Motion by Hanson, seconded Janzen, to approve the permits as presented. Motion carried with Bargaen abstaining.

Variance PIN 22.353.0040

Mt. Lake Public Schools submitted a petition to reduce the front yard setback on the Northside of the auditorium/gymnasium. The school intends to attach a storage facility to the existing structure. The structure will be 8 feet, 8 inches in height and 18 feet wide and 51 feet long. The petition, plot map and other information was reviewed and discussed. The commission considered the facts and conditions as required in Chapter 9, Section 9.70, Subdivision 2, Letter C.

The floor was opened for public comment. Jay Schied, 1249 Fifth Avenue, asked questions about the size and height of the structure and the types of equipment to be stored in the structure. John Carrison, MLPS described the building in detail and listed the items to be stored

there. Schied asked if the upcoming referendum would eliminate the need for this structure. Carrison said it might reduce the need; although the school has not determined its final plans. Schied asked if the two doors opening onto the sidewalk on the south side of Fifth Avenue would swing out; Carrison said they would. Schied then asked how the school is planning to prevent people on the sidewalk from being injured when the doors open. He suggested doors that are mostly glass.

Hugh Simon, 1107 Fourth Avenue, asked if hazardous material would be stored in the structure. The answer was no. He also asked about parking and emergency lighting. This building will not increase building occupancy so additional parking spaces are not required and there will be no exterior building lighting.

Motion by Janzen, seconded by Hanson, recommending the approval of the split and variance to the City Council. Motion carried.

Adjourn

The meeting adjourned at 6:04 p.m.

ATTEST:

Michael Schulte, Clerk/Administrator

REGULAR MEETING
ECONOMIC DEVELOPMENT AUTHORITY
May 11, 2018
12:00 NOON

PRESENT: Mark Hanson, Vern Peterson, Mike Nelson, Brian Harder, Jerry Haberman, Steve Syverson and Darla Kruser

ABSENT: Dean Janzen, Brad Hanson and Clara Johnson

STAFF: Rob Anderson and Tabitha Garloff

CITY ADMINISTRATOR: Absent

GUESTS: Cheryl Hiebert

1. Call to Order. Mark called the meeting to order at 12:01 p.m.
2. Motion to Approve Consent Agenda. Brian asked about the Little Care Bears property tax bill and dishwasher bill for 1024 Mason manor. Motion made and seconded by Brian and Vern to approve the consent agenda. Carried.
3. Jason Flanagan Loan Update. Rob a brief update on the purchase of Town's Edge Auto by Jason Flanagan. General discussion followed on Jason's possible need for additional funding.
4. TIF District 1-8, Economic Development District No. 2 (Downtown Redevelopment Project).
 - a. Report from EDA 4/27 EDA Construction Committee Meeting. The Committee met with Wayne Wagner from Integro Services Group. Wayne could be hired to help decide what type of building is correct for the downtown area and the needs of the community. Wayne suggested the EDA have a housing project study and/or comprehensive housing study done to determine the housing needs in our community. Jerry asked if both studies needed to be done and will the EDA be in a position to build again before the studies are outdated. Rob stated the cost of the study and Wayne's fee can be included in the financing the EDA already has for TIF District 1-8.
 - b. Proposal from Integro Services Group, Inc. Motion was made and seconded by Jerry and Brian to approve the housing study with an exception of \$2,500 now and \$2,500 upon completion of work requested. Carried. Rob will send out an email vote request regarding the housing study once he contacts Northland Securities with questions the board has, and the vote will be ratified next board meeting.
 - c. Other. Nothing currently.
5. Day Care Building, Report from EDA 4/27 Construction Committee Meeting/Recommendations on Improvements. Karen reported a water leak in the basement. Hanson Plumbing verified that the sump pump was not working and installed a new sump pump. There was also water running into the southwest corner of the basement in the kitchen area after the last hard rain. Brian suggested hiring Nickel Construction or Lohrenz Construction to add dirt and build up around the foundation. Rob also reported that the siding is getting worse daily. Brian suggested that the EDA get a bid on repainting and new siding. Rob will put an add in the paper and Facebook for bids on siding and painting the daycare building for the June meeting.

6. Housing.
 - a. Market Analysis. Covered above in 4. a and b.
 - b. Other. Nothing New.

7. Krienke Foods International (Pop'd Kerns) Notice to Renew Lease. Caleb Krienke has notified the EDA that they intend to renew their lease agreement. Steve suggested a clarification in the new lease renewal what the EDA's responsibility is for repairs and maintenance.

8. Mt. Lake Commercial Park.
 - a. Lighting Project, League of Minnesota Cities Competitive Bid Requirements. The community bid requirements do not require the job to be bid out. Total cost of the project is \$70,286 which includes supplies and cement work. Motion made and seconded by Mike and Jerry to approve the lighting project. Carried.
 - b. Casey's Development Agreement. Section 5.6 page 46 of packet. Duration. The EDA Board would like the following verbiage added: or until such earlier date that the city has recovered the cost of the Public Improvements;
 - c. Public Hearing on Tax Abatement, May 21 City Council Meeting.
 - d. Closing Date. The purchase agreement for Casey's is signed and can officially close after May 21st. Closing date is set for May 28th.

9. General Discussion.
 - a. Balzer Loan Request. Rob is working on the loan request from Balzer for a robotic welder.
 - b. Welcome Sign. The design, size and location have been decided. Information on supplies and materials needed are being gathered. The next sign meeting the committee would like to include all contractors involved in installing the welcome sign, so everyone is aware of the project details.
 - c. Next Regular Board Meeting is June 8th, 2018.
 - d. Other Business. Rob stated that the Mountain Lake Area Foundation did not have funds available for the grant request made for Downtown Christmas Lights at this time. Total cost of the Christmas Light project is \$16,200. Rob has submitted a grant application to Apex Clean Energy though their Big Bend Community Fund in the amount of \$5,000. The EDA did receive \$10,000 from Odell, \$5,000 awarded with a \$5,000 challenge grant. Rob received a request from Doris Friesen requesting to purchase lot 3 of Hale Estates. Consensus of Board Members was to decline Ms. Friesen's request at this time.

10. Adjourn. Mark adjourned the meeting at 1:11 p.m.

Mountain Lake Utilities Commission Meeting
Mountain Lake City Hall
Thursday, May 24, 2018
7 AM

Members Present: Todd Johnson, Mark Langland, Brett Lohrenz, Council Liaison David Savage

Members Absent: Mike Johnson, John Carrison

Staff Present: Michael Schulte, Administrator/Clerk; Lynda Cowell, Utilities Office Manager, Ron Melson, Electric Superintendent; Dave Watkins, Water/Wastewater Superintendent; Taylor Nesmoie, Water/Wastewater Worker

Others Present: None

Call to Order

The meeting was called to order at 7:00 a.m. Resolution #1-18 was added to the agenda.

Approval of Minutes and Bills

Motion by Lohrenz, seconded by T. Johnson, to approve the May 10 Minutes and Check Numbers 18070 – 18097. Motion carried.

Electric Department

Ron Melson, Electric Superintendent, gave an update on the bucket truck that is still in repairs. A bill will be coming soon. Ron then gave an update on the work being conducted with the substation.

Water/Wastewater Department

Dave Watkins, Water/Wastewater Superintendent, gave an update on a sensor that will need to be replaced when it stops functioning, reported the department has started hydrant flushing, and reported he has discharged the pond 6 times and the primary pond is still full.

City Administrator

CMPAS is looking to schedule a city visit with utility members and staff. Direction was given to the city administrator to schedule the visit during a regular meeting time if possible. An email message from Chris Boris from Northland Securities was presented on the utilities investment accounts. A few accounts have matured which gives the city options on how to proceed with funds. Short term, long term, and using cash to possibly payoff an electric shortfall was

discussed. A list of questions was given to the city administrator to discuss with Boris. A meeting or a conference was requested with Boris in the future to learn more and ask questions.

Adoption of Resolution #1-18 Making Commission Appointment To Central Minnesota Municipal Power Agency and Services (CMPAS) Board of Directors

Motion by Lohrenz, seconded by T. Johnson, to approve Resolution #1-18 as presented. Motion carried.

Adjourn

The meeting was adjourned at 7:30 a.m.

ATTEST:

Michael Schulte, Clerk/Administrator

DRAFT
Regular Council Meeting
Mountain Lake City Hall
Monday, June 4, 2018
6:30 p.m.

Members Present: Darla Kruser, Mike Nelson, David Savage

Members Absent: Dana Kass, Andrew Ysker

City Staff Present: Michael Schulte, Administrator/Clerk; Maryellen Suhrhoff, City Attorney

Cottonwood County: Tom Appel, County Commissioner

Others Present: Deanna Anderson, Karen Stoesz, Dave Bucklin, Doug Regehr, Chad Peterson

Call to Order

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

Approval of Agenda and Consent Agenda

Motion by Kruser, seconded by Savage, to add Ordinance -18 regarding sidewalk regulations to City Attorney Report. Motion carried. Motion by Savage, seconded by Kruser to adopt the agenda as amended and approve the consent agenda as presented. Motion carried.

Bills: Check #21213 – 21249

Approval of Payroll Checks #63900-63915

Approval of May 10 Utilities Commission Minutes

Approval of May 21 City Council Minutes

Hire Alex Gerdes, Summer Street, Parks, Cemetery Worker as of May 21, 2018

Hire Dylon Hoewing, Summer Electric Department Worker as of May 21, 2018

Public

Karen Stoesz gave an update on proposed Minnesota Highway 60 J-Turns. Despite resolutions from the city and county, along with large efforts from community members, MNDOT still plans to implement J-Turns. Stoesz spoke with farmers and citizens along Minnesota Highway 52 that have J-Turns and those in that area do not like them. There will be an informative booth at Pow Wow along with a float in the parade educating citizens about this matter. Stoesz stated if anyone

wants to join their efforts they can and she will be contacting cities, politicians, and media outlets to inform the area of the situation. County Commissioner Tom Appel spoke on his recent meetings with MNDOT and that despite MNDOT's requests for resolutions against J-Turns in which they agreed to leave the area and go elsewhere, MNDOT has not dropped the matter. The City Council thanked Stoesz for her continued efforts.

Mountain Lake Public Schools

Chad Peterson, school board chairman, and Dave Bucklin, school board member, gave a presentation on the referendum proposal on the August 14 ballot. The process started in 2004 with teachers and staff identifying critical needs for improvements. Over the years, professional surveys completed by staff and the community determined priorities. Priorities include: replacing the old portion of the building, improving security, updating learning spaces, repairs throughout the school, and maintaining infrastructure. A handout was given that listed the costs, enrollment numbers, and estimated tax impact on the community. Peterson stated the focus of the school board was critical needs keeping in mind the cost to create a responsible plan. Informational meetings will be held between now and August 14 to educate and inform the public of the plan.

Mountain Lake Community Center

Mayor Nelson and City Administrator Schulte were informed by Betty Braun of Mountain Lake Senior Dining that a food and beverage establishment inspection report from Brown-Nicollet Env. Health was given to Braun. The report stated that the kitchen floor needs to be replaced due to no longer being smooth and easily cleanable. The report states it was issued on 07/26/11. Discussion then included removing the furnace and renovating the space to include more room. Direction was given to the City Administrator to contact Braun and Brown-Nicollet Environmental Health about the report and listed dates and to contact contractors to renovate the space despite if the furnace has been removed or not.

805 Basinger Memorial Drive

Mayor Nelson and County Commissioner Tom Appel gave an update on the property of 805 Basinger Memorial Drive. Back in September/October of 2017, Curt Fast and the City agreed that Fast would pay the back taxes and fix up the property instead of demolition. Fast did not pay the back taxes and the property now belongs to the state. The county is now responsible for the property and will be discussing the property at their meeting on June 5. The parcel will be sold in an auction in September with or without a dwelling unit on the property.

Right-of-Ways

City Administrator Schulte gave an update on plans from SDN Communications based out of Sioux Falls to bore a fiber optic line from the city of Windom, through Mountain Lake to the public school, and to the city of Comfrey. This line will provide a service to the school with intentions for other businesses to join in. The purpose of the line is to service South West, West

Central Services with the school around southwest Minnesota along with other member companies in the region. A small cell for Verizon contracted with Design 1 is also being mapped to be attached to a utility pole near the public school. A discussion of ordinances, agreements, and history of the topic was held. City Attorney Suhrhoff gave a model ordinance of right-of-way management. The Council expressed it does not want to hinder growth and expansion of internet and cell services, but some type of documentation or agreement should be in place. Direction was given to the City Administrator to research an agreement that Windom has with SDN Communications and other agreements for fiber optic lines and small cells.

City Attorney

City Attorney Suhrhoff gave a handout of Ordinance ___-18 revising Section 7.03 Subdivision 1. Snow and Ice on Sidewalks to the City Council. A first reading was held of the ordinance.

City Administrator

City Administrator Schulte asked about past CIP meetings and scheduling a meeting with staff to give a short presentation of CIP items for the next budget year. A facilitator was used last year but may only be needed every other year to enhance discussion.

Adjourn

The meeting was adjourned at 7:57 p.m.

ATTEST:

Michael Schulte, Clerk/Administrator

**Regular Lake Commission Meeting
Monday, June 11, 2018, 6:30 p.m.**

Members Present: Jason Kruser, Jim Peterson, Jason Honkomp, Heather Funk, Jean Haberman

Members Absent: Dave Bucklin

Guests Present: Michael Schulte, Mike Nelson, Cheryl Hiebert, Rachel Yoder, Jay Schied, Steve Funk, Doug Bristol

Lake Commission members met by the beach with Steve Funk before the meeting at 6:15 to discuss the placement of the pergola, benches, and fire pit. The first step is to obtain permission from the DNR to proceed with the project. After getting permission, Steve and his students will build the pergola and fire pit and talk to Herrig Construction about ground preparation.

Chair Kruser called the meeting to order at 6:45 p.m. He read a statement about public requests to speak at future Lake Commission meetings (see attached).

M/S/P Peterson/Honkomp to approve the minutes of the April 9, 2018 meeting with one correction. Rachel Yoder requested a conversation with Mike Nelson, not Michael Schulte.

Treasurer's Report:

Income:

UPB – Interest 18.02

Ending Balance: \$26,740.40

Savings Balance 22,025.19

Weed Harvester replacement fund 20,000.00

Total Savings Balance: 42,025.19

M/S/P Funk/Honkomp to approve the Treasurer's Report.

Old Business:

- **Lake Clean-up:** Jason Kruser and the Boy Scouts did lake clean-up on May 20th. The Lake Commission thanks them for their service.
- **Fishing Pier:** Jason Honkomp built and installed the benches on the fishing pier.
- **Golf Course Sediment Pond:** Nickel did some re-seeding and leveling.

- **Grill:** Going back to the 6/13/16 minutes, there was a motion to order a grill to be placed near the picnic shelter at Lawcon Park. There was discussion if it would be better in the City Park. Mike Nelson will check with Ricky to see if they have it.
- **Garbage Can:** In the 9/11/17 minutes, there was a motion to purchase a heavy-duty garbage can to be placed near the dam. Mike Nelson will check with Ricky to see if it was ordered.
- **Benches:** In October 2017, The Active Living Committee received a CWP (Community Wellness Partners) grant to purchase benches and new trail signage. 4 benches were to be placed at Lawcon Park and 6 along the trail. Michael Schulte will find out if the benches were built or if they need to be purchased. Cheryl Hiebert will check into where they were to be placed.
- **Culvert at Lawcon Park:** Mike Nelson will talk to Dave Bucklin to see how to proceed with this project.

New Business:

- Weed Harvesting has begun. Vince Voelker was hired and trained by Jim Peterson. He will be harvesting in the mornings.
- The Active Living Committee has ordered a Bike/Ped counter for the Mountain Lake trail from June 25 – July 13. Mike Schulte will coordinate a time on June 25 for Travis Martin and Max Kaufman to meet to install the counter.
- Members suggested items to include on a work list for Travis Martin.
- One of the culverts on the west end of the trail is clogged with debris. Jason K. will contact Brett Lohrenz to clean the culverts and pull out the volunteer willow trees.
- During the last heavy rain, the foot bridge came apart and floated away in two sections. The problem is how to get the sections back into place. Lohrenz Construction and Nickel Construction will be contacted to see if they have any equipment that would work to move the bridge sections.
- Jean has contacted Wheeler in Bloomington and they are in the process of quoting a price for a new bridge. She also contacted Wood Lake Nature Center, Elm Creek Park Reserve, and Lakefront Park in Prior Lake to get information about their bridges.

- In the meantime, it was M/S/P Peterson/Honkomp to put the bridge back together and add riser pipes from the DNR to keep it in place. One idea was to crib it higher, so the water would flow under it.
- Heather took two Secchi Disk readings in May. They both were 2.5 feet.

Meeting adjourned at 8:05 p.m. Next meeting will be Monday, July 9, 2018.

Respectfully submitted,

Jean Haberman,
Secretary/Treasurer

Statement by Jason Kruser
June 11, 2018

I would like to make the following statement to make it a part of the record for the Lake Commission meeting of June 11, 2018. In the future, public requests to speak at Lake Commission meetings must be submitted via writing or email to Michael Schulte, City Administrator. These requests will then be considered for addition to the next Lake Commission agenda. Only those topics submitted will be addressed. This is to attempt to streamline our meetings and make them more efficient.

I would now like to address recent events and communication/interaction with Lake Commission members. Specifically Mrs. Yoder. First of all, I would like to address a couple of items from an email sent May 18, 2018 to Lake Commission member Jean Haberman. Per the agreement signed between the City of Mountain Lake and the Yoder family, we can do what we need to do south of the trail and to the lake shore without asking permission. It is not trespassing. These are the terms of the agreement. Period.

The Lake Commission has attempted to work with Mrs. Yoder and listened to her concerns over the years. There are some issues that are simply beyond the scope of the Lake Commission and I will not delay other items on our agenda to address issues we have no control over. We are happy to work with the Yoders when it comes to items we can address. We want to continue to work with them in this way, but I cannot and will not allow topics that we as a commission have no control or jurisdiction over to interfere with our agenda. I apologize for any hurt feelings this may cause, but as chair, it is my job to keep the meetings on track and completed in a timely manner. I am sorry that Mrs. Yoder feels we are trying to maintain a poor relationship with her, but it is pointless to discuss topics in our meeting that we can do nothing about. As far as any bridge projects we move forward with, I can assure everyone that due diligence will be done in researching our best options and all proper permitting/variances will be done before any project is started.

I would like to address conduct with Lake Commission members, city employees, and employees of other agencies. This harassment will stop immediately. Employees have a job to do, and do not need to be bothered. Rest assured, they are acting on direction from their respective supervisors and anything they are doing is in accordance with signed agreements. Harassment of Lake Commission members will cease immediately, as well. We all volunteer our time to be on this commission, and I will not lose valued members of this commission due to unwarranted harassment including hostile emails, following people to their vehicles and cornering them in public. This will stop immediately. All contact with Lake Commission members will be during a meeting during the time allotted for items addressed in the agenda. If this continues, we will pursue legal options. The members of this commission have put their hearts into this organization, many for many years. I will not lose this valuable experience and expertise because of continued harassment. We are happy to work with the Yoders, in a proper manner, through proper channels, and hope to be able to do so.

2018 City Wide Cleanup

Hometown Sanitation - \$5960.58 40.23 ton

Cottonwood County Landfill - \$1523.68

17 mattress picked up

11 car seats (did not charge for car seats)

2017 City Wide Cleanup

Hometown Sanitation - \$5688.45 39.87 ton

Cottonwood County Landfill - \$1510.07

21 mattress picked up

2016 City Wide Cleanup

Hometown Sanitation - \$5963.54 43.47 ton

Cottonwood County Landfill - \$1645.98

20 mattress picked up

June 8, 2018

City of Mountain Lake
930 3rd avenue
mountain Lake, MN 56132

Dear City of Mountain Lake Officials,

I am writing to notify you that I am resigning from my position as Apprentice
lineman with the City Of Mountain Lake. My last day of employment will be
June 22, 2018.

I appreciate the opportunities I have been given during my time with The city of
mountain lake, as well as your professional guidance and support.

I wish the city of mountain lake the best of success in the future.

If I can assist with the transition to my successor, please do let me know.

Very sincerely,

A handwritten signature in cursive script, appearing to read "Jesse Vaapala".

June 11, 2018

To Whom It May Concern,

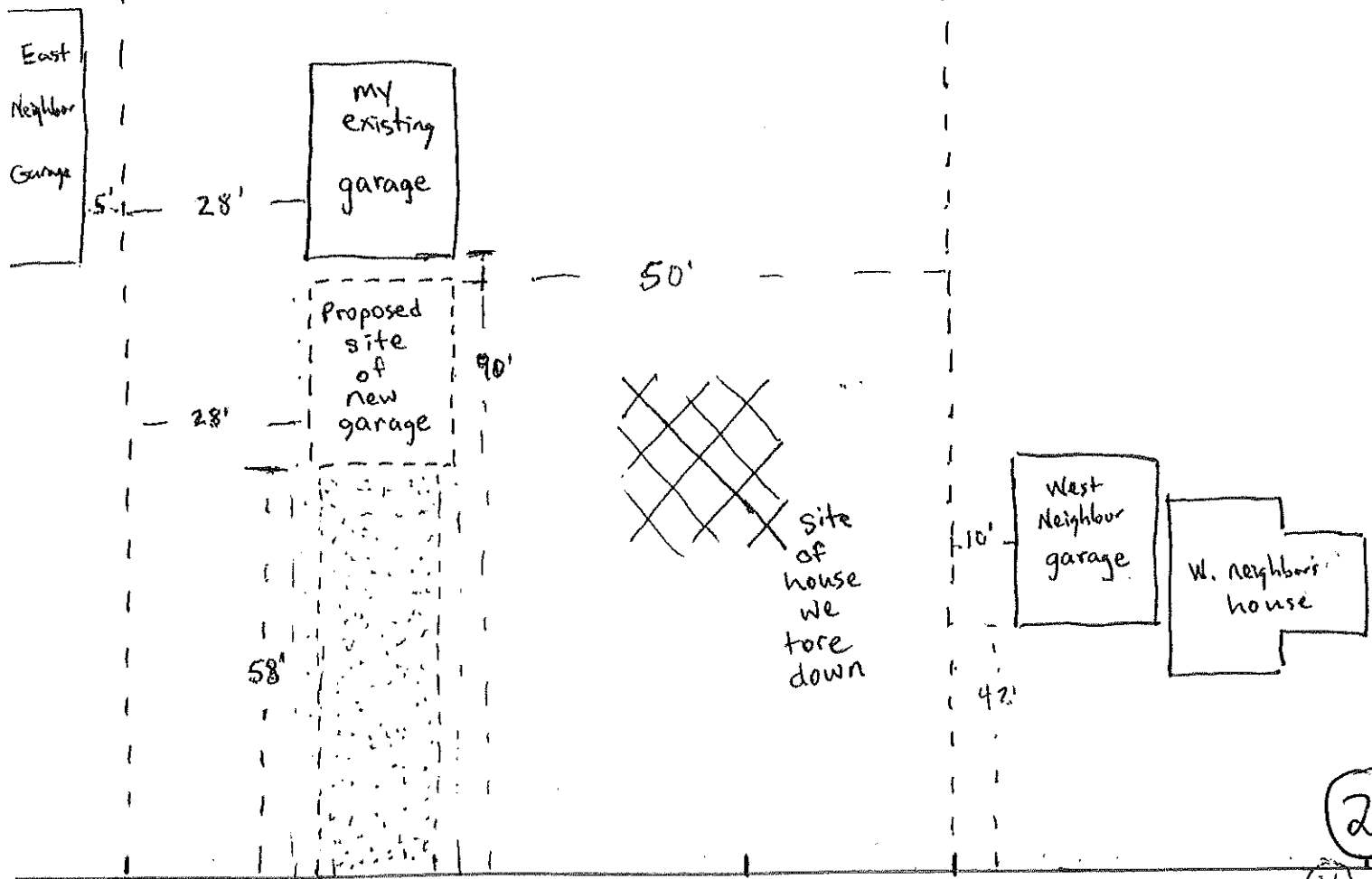
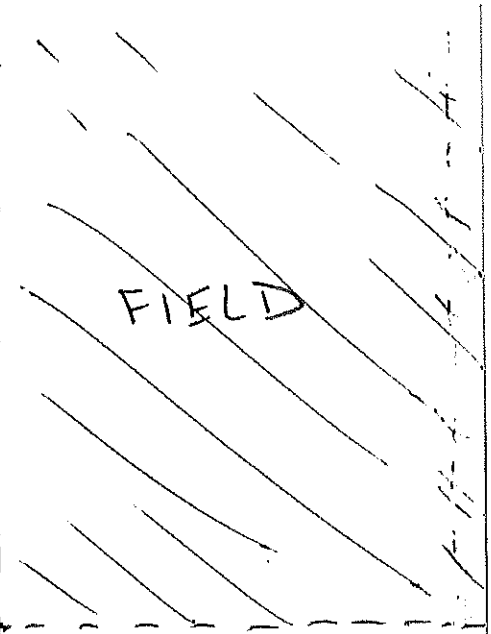
In the last few months I have changed jobs and I no longer have time to dedicate to the Mt Lake Utilities Commission. Therefore, I am resigning my position, effective immediately.

Thank you,

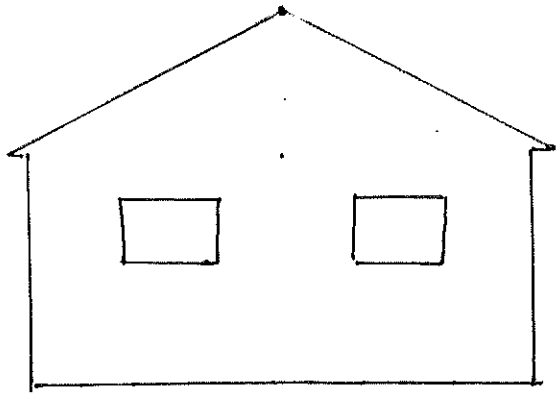
Michael Johnson

25
MJA

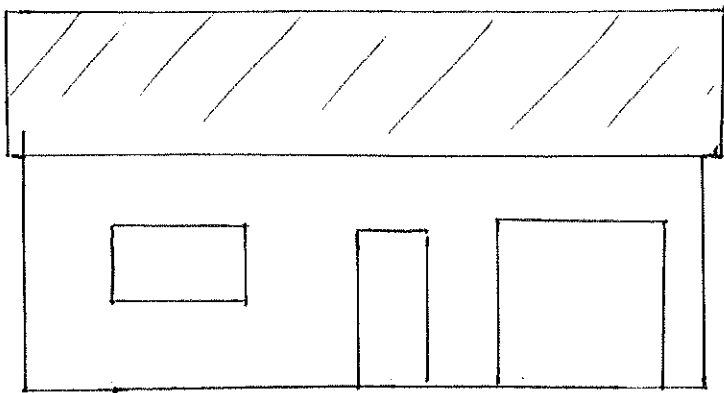
Mike & Kelly Nelson
538 6th Avenue



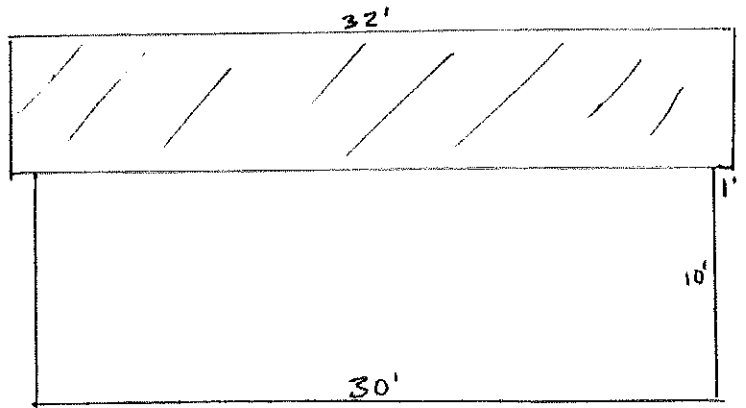
6TH AVENUE N



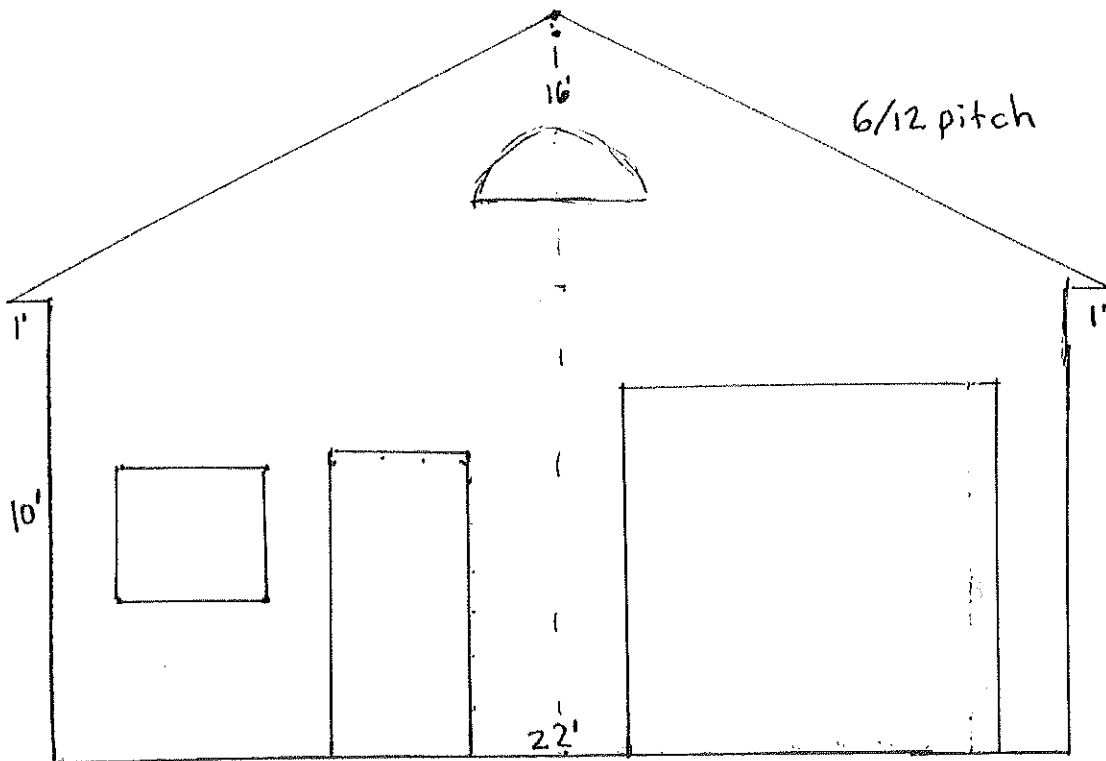
S. view



W. view



E. view



N. (front) view

27

17

CITY OF MOUNTAIN LAKE
VARIANCE APPLICATION

A. Applicant's Name:

Mike Nelson

Telephone

Home: 507-381-7986

Work/Cell: " " "

B. Address (Street, City State, ZIP):

617 6th Avenue Mountain Lake, MN 56159

C. Property Owner's Name (If different from above): Telephone:

Same

Home: _____

Work/Cell: _____

D. Location of Project:

538 6th Avenue, Mountain Lake, MN 56159

E. Legal Description:

22,413,0480 Lot 13 BLK 3 Janzen's SUBD 2

Lot 13; 200' across Lot 4 BLK 3

F. Description of Proposed Project:

I will be rebuilding the poorly built garage that exists on this property. I would like to rebuild it in front of the current location due to reasons previously specified.

G. Specify the section of the ordinance from which a variance is sought:

Section 9,11 Subdivision 4.5

H. Explain how you wish to vary from the applicable provision of the ordinance:

I would like to rebuild the garage in front of current location due to elevation/sloping property issues.

I. Please attach a site plan or accurate survey.

28
191

J. Please answer the following questions as they relate to your specific variance request:

1. In your opinion, is the variance in harmony with the purposes and intent of the ordinance?
Yes () No () Why or why not?

See attachments

2. In your opinion, is the variance consistent with the comprehensive plan?
Yes () No () Why or why not?

see attachments

3. In your opinion, does the proposal put property to use in a reasonable manner?
Yes () No () Why or why not?

see attachments

4. In your opinion, are there circumstances unique to the property?
Yes () No () Why or why not?

see attachments

5. In your opinion, will the variance maintain the essential character of the locality?
Yes () No () Why or why not?

see attachments

The Planning Commission must make an affirmative finding on all of the five criteria listed above in order to grant a variance. The application for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The undersigned certifies that they are familiar with the application fees and other associated costs, and also with the procedural requirements of the City Code and other applicable ordinances.

Applicant's Signature:

[Signature]

Date:

5/23/18

Fee Owner's Signature:

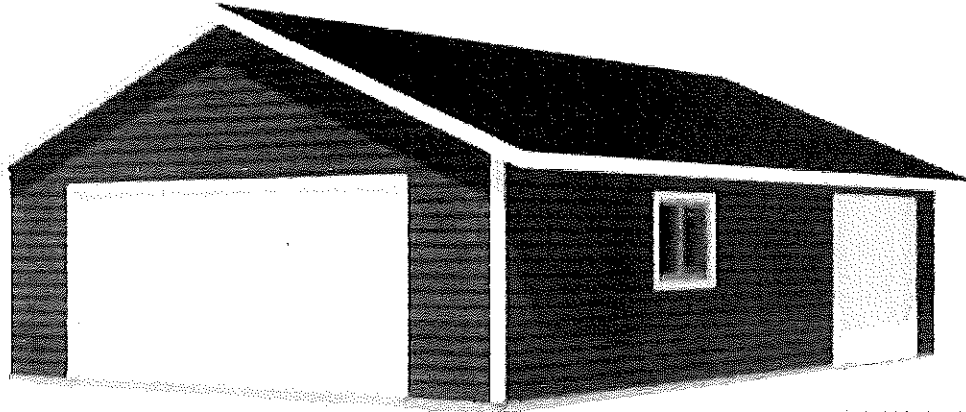
[Signature]

Date:

5/23/18

Attachment to Variance Application for Mike & Kelly Nelson

1. Number 4 under Subdivision 4.5, it states that no accessory structure may be constructed prior to the time of construction of the principal building. Although no principal building exists or will be constructed, there already is a garage on the property. Unfortunately, the existing garage is old and falling apart. The cement under it is crumbling. It needs to be rebuilt.
2. The comprehensive plan for the city is to avoid having only a garage built on an empty lot. Our lot is not empty; it has an existing garage. In an effort to improve the property, we need to build a new garage to replace the existing old garage.
3. In the future, if this property was sold and the new owner wanted to build a house, the proposed location for the garage would be far more reasonable than the current location. The proposed location is more in line with the neighbors and, actually, is still further from the road than the neighbor's homes to the east and to the west.
4. At the current location, the land slopes about a half story within about 6 feet. Dealing with this steep slope adds tremendous cost to building a new garage. By moving the garage further north, the entire garage will be on level ground.
5. Not only will the variance maintain the character but, in my opinion, it will improve it. It will bring the garage in line with the neighbors and reduce the length of the gravel driveway.

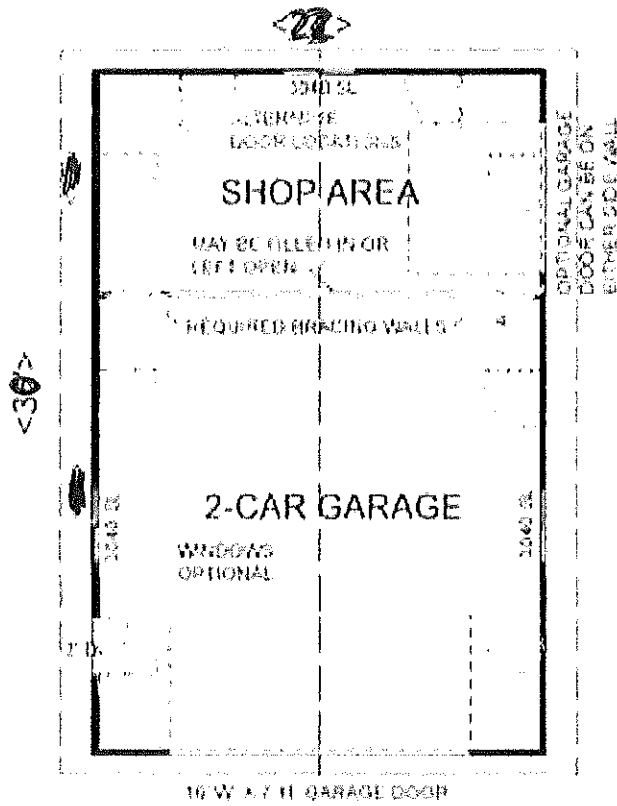


OPTIONAL THIRD BAY GARAGE DOOR

2-CAR GARAGE WITH SHOP

PLAN #864-2

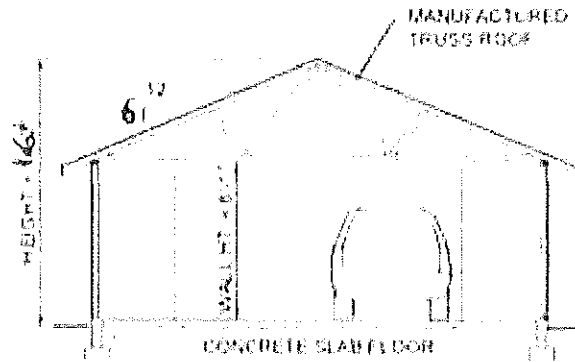
EXTRA GARAGE BAY OR MAY BE PLACED ON EITHER SIDE AS OPTION TO CREATE THIRD GARAGE BAY. ALSO THE SHOP CAN BE CLOSED FROM GARAGE AREA AS SHOP SPACE



16'0" W X 7'11" H GARAGE DOOR

FLOOR PLAN

CONCRETE FOUNDATION PLAN INCLUDES FTG./STEM WALL OR MCM/FOUR SLAB FTG.



CROSS SECTION

* Other notes

BLUHM DESIGN PLAN # 864-2

TO ORDER PLANS CALL 1-800-280-6776

- No plumbing
- Electric heating unit (eventually)
- Door and window locations on Elevation drawings
- Headers located above all openings will be 2-2x10s
- No beams required

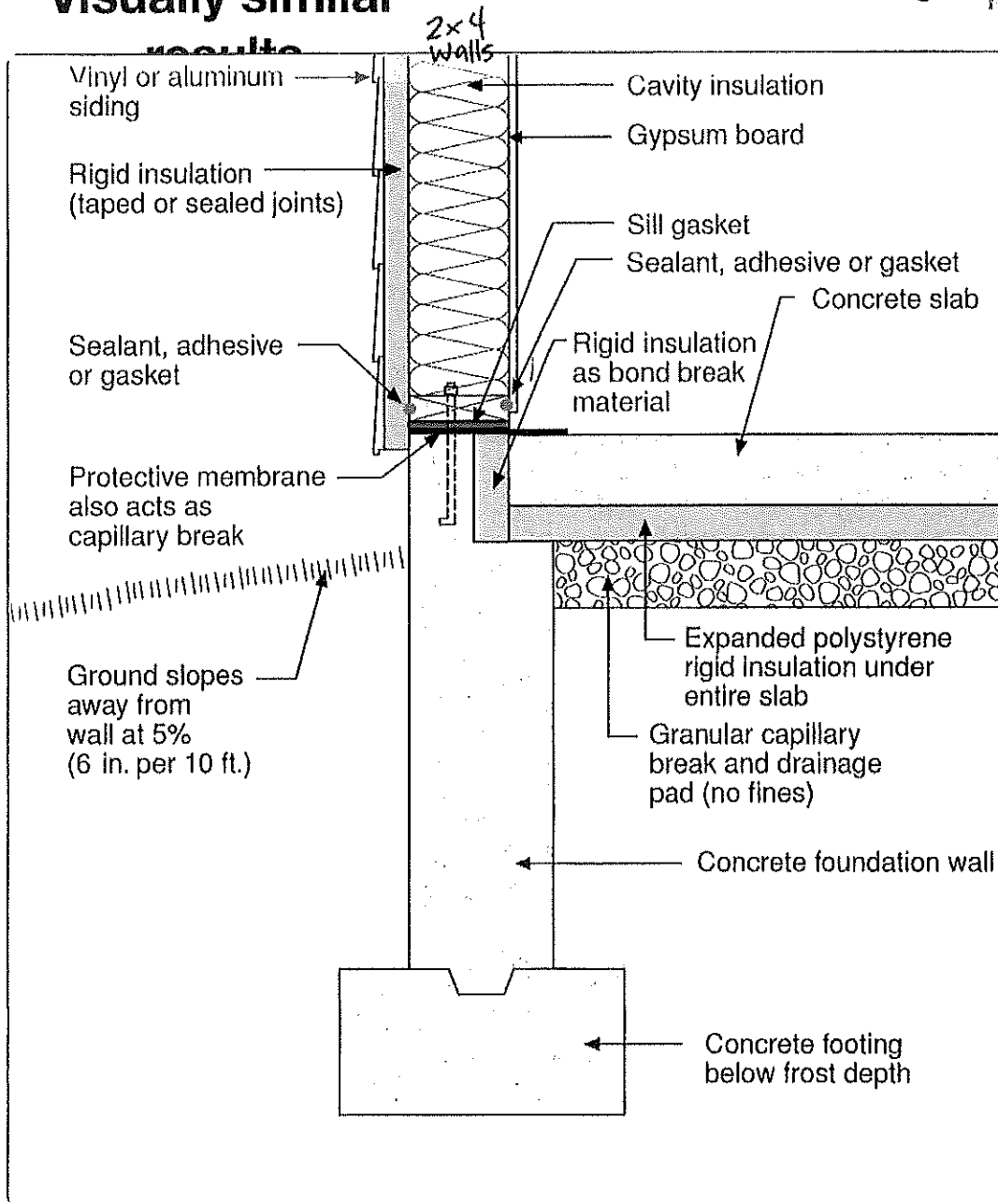
* This is the closest design I could find.

(31) (BLM)

Visually similar results

42" frost footing

planned



inst det

This ple

+

?

Privacy



**DRAFT
FINDINGS OF FACT
Mike & Kelly Nelson
PIN 22.413.0480
Lot 13, BLK 3
Janzen's Subdivision 2**

Mike and Kelly Nelson have submitted a variance application as required in Section 9.70, Subd. 2, Letter D, (Ordinance #11-09) to build an accessory structure prior to the time of construction of the principal building or structure as found in Section 9.11 Subd. 4.5 of City Code.

Mike and Kelly Nelson want to construct a 22 foot wide by 30 feet long unattached garage north of the existing garage. The garage will have 10 foot sidewalls and a peak of 16 feet. The roof will be 32 feet wide with a 6/12 pitch that overhangs the sidewalls by 1 foot. The structure would meet accessory structure uses requirements as found in Section 9.11 Subd. 4 of City Code and the other accessory structure standards as found in Section 9.11 Subd. 4.5 of City Code.

The intended structure would meet front yard, side yard, and rear yard setback requirements as found in Section 9.11 Subd. 5 of City Code.

The petition was scheduled for consideration before a Planning and Zoning Commission meeting at 5:30 p.m. Monday, June 11, 2018 as required in Section 9.70 Subd. 2 Letter D (Ordinance #11-09). A public hearing before the City Council, sitting as the Board of Adjustment, was scheduled for 6:40 p.m. Monday, June 25, 2018 as required by Section 9.70 Subd. 2, Letter D (Ordinance #11-09).

A notice of hearing was published in the Butterfield Observer/Mountain Lake Advocate on June 6, 2018 in accordance with Section 9.70 Subd. 2, Letter D (Ordinance #11-09). Individual property owners within 500 feet of the property were notified by mail as required by Section 9.70 Subd. 2, Letter D (Ordinance #11-09).

CITY OF MOUNTAIN LAKE, MINNESOTA

RESOLUTION #14-18

A RESOLUTION TO APPROVE A VARIANCE FROM ACCESSORY STRUCTURE STANDARDS

WHEREAS, the Planning and Zoning Commission of the City of Mountain Lake considered a request for a variance from Residential District (R) Accessory Structure Standards for Parcel Identification Number (PIN) 22.413.0480, described as Lot 13, BLK 3, Janzen's Subdivision 2, in the City of Mountain Lake, and

WHEREAS, the Planning and Zoning Commission reviewed the application and accompanying documents at a scheduled meeting on June 11, 2018 and passed a motion recommending the granting of the variance; and

WHEREAS, the City Council acting as the Board of Adjustment shall always act with due consideration to promote the public health, safety, convenience, and welfare, and the assurance that the proposal is consistent with the intent and purpose of Chapter 9 of City Code; and

WHEREAS, the City Council acting as the Board of Adjustment has reviewed and accepted the findings of fact and conditions for the variance from setback regulation on PIN 22.413.0480.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Lake, Minnesota that the variance from setback regulations for Parcel Identification Number (PIN) 22.413.0480, described as Lot 13, BLK 3, Janzen's Subdivision 2, in the City of Mountain Lake is hereby approved and the Mayor and City Administrator/Clerk are authorized to sign.

Adopted this 25th day of June 2018.

Mike Nelson, Mayor

ATTEST:

Michael Schulte, Clerk/Administrator

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

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TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT ("Agreement"), made as of the 1st day of June, 2018, by and between the City of Mountain Lake, Minnesota (the "City"), a municipal corporation and political subdivision of the State of Minnesota, and Casey's Retail Company, an Iowa corporation (the "Developer"),

WITNESSETH:

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

City means the City of Mountain Lake, Minnesota;

County means Cottonwood County, Minnesota;

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

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

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

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

Public Improvements means the street, sanitary sewer, storm water and water improvements to be constructed by the City so that the Project can be constructed;

State means the State of Minnesota;

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or

results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

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

(8) The construction of the Project shall commence no later than June 1, 2019 and barring Unavoidable Delays, will be substantially completed by October 31, 2019.

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

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

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

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

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

ARTICLE IV

EVENTS OF DEFAULT

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

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

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

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

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

(5) If the Developer shall:

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

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

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

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

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

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

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

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

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

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

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

Section 4.6 Release and Indemnification Covenants.

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

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

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

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

ARTICLE V

ADDITIONAL PROVISIONS

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

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

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

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

Casey's General Stores
Attention: James Skloda
One SE Convenience Blvd.
Ankeny, IA 50021

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

City of Mountain Lake
Attention: City Clerk-Treasurer
Mountain Lake City Hall
PO Box C
930 3rd Avenue
Mountain Lake, MN 56159

with a copy to:

Briggs and Morgan, P.A.
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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

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

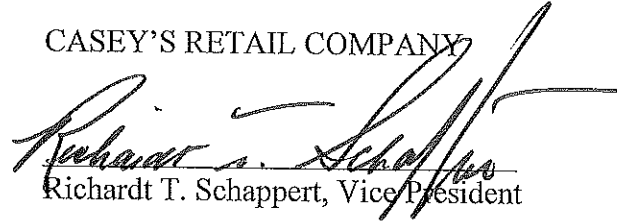
Section 5.5 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

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

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

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

CASEY'S RETAIL COMPANY



Richard T. Schappert, Vice President

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

CITY OF MOUNTAIN LAKE, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator-Clerk

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

RESOLUTION NO. _____

RESOLUTION APPROVING PROPERTY TAX ABATEMENTS

HELD: JUNE 25, 2018

BE IT RESOLVED by the City Council (the "Council") of the City of Mountain Lake, Minnesota (the "City"), as follows:

1. Recitals.

(a) The City proposes to approve tax abatements to reimburse the City for costs of public improvements to be constructed in connection with the construction of a Casey's convenience store to be located at 400 Cottonwood Road in the City (the "Project"). The City proposes to use the abatement for the purposes provided for in the Abatement Law (as hereinafter defined), including the Project. The abatement will apply to the City's share of the property taxes (the "Abatement") derived from the property identified by property identification number 22.525.0050 (the "Property") located in the County of Cottonwood.

(b) On May 21, 2018, the Council held a public hearing on the question of the Abatement, and said hearing was preceded by at least 10 days but not more than 30 days prior published notice thereof.

(c) The Abatement is authorized under Minnesota Statutes, Sections 469.1812 through 469.1815 (the "Abatement Law").

2. Findings for the Abatement. The City Council hereby makes the following findings:

(a) The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof.

(b) Granting the Abatement is in the public interest because it will:

- (i) provide employment opportunities in the political subdivision; and
- (ii) finance or provide public infrastructure.

(c) The Property is not located in a tax increment financing district.

(d) In any year, the total amount of property taxes abated by the City by this and other abatement resolutions, if any, does not exceed ten percent (10%) of net tax capacity of the City for the taxes payable year to which the abatement applies or \$200,000, whichever is greater.

3. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

(a) The Abatement shall be for fifteen (15) years and shall apply to the taxes payable in the years 2020 through 2034, inclusive.

(b) The City will abate the City's share of property tax amount which the City receives from the Property, not to exceed \$149,999.

(c) The Abatement shall be subject to all the terms and limitations of the Abatement Law.

4. The Council approves the Tax Abatement Agreement by and between the City and Casey's Retail Company in substantially the form submitted.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) SS
COUNTY OF COTTONWOOD)

I, the undersigned, being the duly qualified and acting City Clerk-Administrator of the City of Mountain Lake, Minnesota (the "City"), DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of the City, duly called and held on the date therein indicated, insofar as such minutes relate to property tax abatements.

WITNESS my hand this ___ day of _____, 2018.

City Clerk-Administrator

SECTION 7.03 SIDEWALK REGULATIONS

Subdivision 1. Snow and Ice on Sidewalks.

1. The owner of any property abutting a public sidewalk shall keep, or cause to be kept, such sidewalks free of snow and ice, and safe for pedestrians.
2. It is the duty of the City to make such inspections as are necessary to determine that such public sidewalks are kept free of snow and ice and safe for pedestrians. If it is found that any sidewalk abutting on private property in said Districts is not free of snow and ice, and is unsafe for public travel, the City shall cause a notice to be served by certified mail, or by personal service, upon the record owner of the property, or the occupants, ordering such owner to have the sidewalk free of snow and ice, and made safe for public travel within 24 hours and stating that if the owner fails to do so, the City will do so, and the expense thereof must be paid by the owner in single installment; and that if unpaid, it will be made a special assessment against the property concerned.
3. If the sidewalk is not so made free of snow and ice within 24 hours after receipt of the notice, the City shall remove any snow or ice therefrom, and make it safe for pedestrians, or order the work done by contract. The City Clerk shall keep record of the total cost of snow and ice removal, attributable to each lot or parcel of property, and report such information to the Council.

ORDINANCE No. ___-18

THE CITY OF MOUNTAIN LAKE, MINNESOTA ORDAINS:

Paragraph 2 of Section 7.03 of the Mountain Lake City Code is amended as follows”

SECTION 7.03 SIDEWALK REGULATIONS

Subdivision 1. Snow and Ice on Sidewalks.

1. The ~~owner~~ owner, lessee or occupant of any property abutting a public sidewalk shall keep, or cause to be kept, such sidewalks free of snow and ice, and safe for pedestrians.
2. It is the duty of the City to make such inspections as are necessary to determine that such public sidewalks are kept free of snow and ice and safe for pedestrians. If it is found that any sidewalk abutting on private property in said Districts is not free of snow and ice, and is unsafe for public travel, the City shall cause a notice to be served ~~by certified mail,~~ by written notice, telephone, personal service or posting the premises

upon the owner, lessee or occupant or any person having the care or control of any such lot or land ordering such person to have the sidewalk free of snow and ice, and made safe for public travel within 24 hours and stating that if such person fails to do so, the City will do so, and the expense thereof must be paid by the owner in single installment; and that if unpaid, it will be made a special assessment against the property concerned.

Passed by the Mountain Lake City Council this _____ Day of _____ 2018.

Mayor

ATTEST:

City Administrator

Motion Carried:

Ayes _____

Nays _____

Abstain _____

Published in the Mountain Lake Observer on _____, 2018.