

**Regular Council Meeting  
Mountain Lake City Hall  
Monday, August 7, 2017  
7 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 #'s 9920199 – 9920224, 20225-20259; 497E\*(1-7)
  - b. Approval of Payroll Checks #'s 63318 - 63335
  - c. Approval of July 20 Council Minutes and July 24 Public Hearing\*(8-11)
  - d. July 14 EDA Minutes\*(12-13)
  - e. July 13 Utility Commission Minutes\*(14-15)
  - f. May 22 and May 31 Planning and Zoning Minutes\*(16-18)
  - g. May 23 through July 27 Building Permits\*(19-20)
  - h. Approval of June 14 Library Board Minutes, June Library Report and June Expenditures\*(21-23)
  - i. Hire Al O'Bannon, Ambulance, effective July 10, 2017
3. Public – A total of ten (10) minutes is allotted for individuals to briefly discuss a topic of concern with the Council
4. Downtown Redevelopment Project – Modify TIF Plan\*(24)
5. Community Asset Foundation Projects – Adopt Resolution #20-17\*(25-36)
6. Mt. Lake, Odin and Ormsby Sportmen's Club Trap Range\*(37)
7. Dust Control Request\*(38-39)
8. First Reading, Ordinance #5-17, Establishment of Transitional Business District Zone\*(40-43)
9. 2018 Budget
  - a. Fire Department Budget, Chief Tim Coners, and Dave Watkins
  - b. Capital Improvement Plan – Available at Meeting
  - c. Preliminary Budget Draft - Available at Meeting

- d. FYI – Campground Rates\*(44-45)
10. Administrator
- a. 805 Basinger Memorial Dr., Demolition of Hazardous Properties
  - b. Broadcast Council Meetings
11. Adjourn

Board of Appeal and Equalization Training: <http://www.revenue.state.mn.us>

- Upcoming Meetings
  - ‘Coffee with the Council’ 9:30 AM Tues. Aug. 15 at Sweetfield’s, Darla Kruser and Mike Nelson
  - School Board Meeting, 5:30 p.m. Mon. August 21
  - Public Sale of Tax-forfeited Properties, 10 a.m., Wed. Sept. 13, Cottonwood County Courthouse

**\*Check Detail Register©**

August 7, 2017  
 CA# 9920199-9920224  
 20225-20259  
 497E

July 2017 to August 2017

	Check Amt	Invoice	Comment
<b>10100 United Prairie</b>			
Paid Chk# 9920199 7/20/2017		FRONTIER	
E 211-45500-321 Telephone	\$69.07		LIBRARY PHONE-507-427-2506
Total FRONTIER	\$69.07		
Paid Chk# 9920200 7/20/2017		AFLAC	
G 101-21713 AFLAC	\$186.96		
Total AFLAC	\$186.96		
Paid Chk# 9920201 7/20/2017		AFSCME COUNCIL 65	
G 101-21707 Union Dues	\$157.86		
Total AFSCME COUNCIL 65	\$157.86		
Paid Chk# 9920202 7/20/2017		BCBS/HSA	
G 101-21714 HSA	\$443.85		
Total BCBS/HSA	\$443.85		
Paid Chk# 9920203 7/20/2017		COMMISSIONER OF REVENUE	
G 101-21702 State Withholding	\$882.30		
Total COMMISSIONER OF REVENUE	\$882.30		
Paid Chk# 9920204 7/20/2017		GISLASON & HUNTER	
G 101-21712 Garnishments	\$382.54		
Total GISLASON & HUNTER	\$382.54		
Paid Chk# 9920205 7/20/2017		INTERNAL REVENUE SERVICE	
G 101-21701 Federal Withholding	\$2,012.72		
G 101-21703 FICA Tax Withholding	\$2,573.56		
Total INTERNAL REVENUE SERVICE	\$4,586.28		
Paid Chk# 9920206 7/20/2017		PERA	
G 101-21704 PERA	\$4,540.62		
Total PERA	\$4,540.62		
Paid Chk# 9920207 7/20/2017		SWWC SERVICE COOPERATIVES	
G 101-21708 Employee Paid Health Insurance	\$2,060.22		
Total SWWC SERVICE COOPERATIVES	\$2,060.22		
Paid Chk# 9920208 7/20/2017		VALIC	
G 101-21705 VALIC	\$388.00		
Total VALIC	\$388.00		
Paid Chk# 9920209 7/20/2017		GRAHAM TIRE WORTHINGTON	
E 101-42100-406 Vehicle Maint/Gen Repairs	\$544.08	8513585	PD-4 TIRES
Total GRAHAM TIRE WORTHINGTON	\$544.08		
Paid Chk# 9920210 7/21/2017		UNION PACIFIC RAILROAD COMPANY	
E 485-46300-434 Project Expense	\$2,500.00		FOLDER#0298 LICENSE FEE
E 485-46300-434 Project Expense	\$505.00		FOLDER#0298 ADMIN HANDLING CHARGE
Total UNION PACIFIC RAILROAD COMPANY	\$3,005.00		
Paid Chk# 9920211 8/3/2017		AFLAC	
G 101-21713 AFLAC	\$186.96		
Total AFLAC	\$186.96		
Paid Chk# 9920212 8/3/2017		BCBS/HSA	
G 101-21714 HSA	\$443.85		

1

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July 2017 to August 2017

			Check Amt	Invoice	Comment
<b>Total BCBS/HSA</b>			<b>\$443.85</b>		
Paid Chk#	9920213	8/3/2017	<b>COMMISSIONER OF REVENUE</b>		
	G 101-21702	State Withholding	\$865.02		
<b>Total COMMISSIONER OF REVENUE</b>			<b>\$865.02</b>		
Paid Chk#	9920214	8/3/2017	<b>GISLASON &amp; HUNTER</b>		
	G 101-21712	Garnishments	\$382.54		
<b>Total GISLASON &amp; HUNTER</b>			<b>\$382.54</b>		
Paid Chk#	9920215	8/3/2017	<b>INTERNAL REVENUE SERVICE</b>		
	G 101-21701	Federal Withholding	\$1,992.62		
	G 101-21703	FICA Tax Withholding	\$2,583.80		
<b>Total INTERNAL REVENUE SERVICE</b>			<b>\$4,576.42</b>		
Paid Chk#	9920216	8/3/2017	<b>LAW ENFORCEMENT LABOR SERV</b>		
	G 101-21711	PD UNION DUES	\$147.00		
<b>Total LAW ENFORCEMENT LABOR SERV</b>			<b>\$147.00</b>		
Paid Chk#	9920217	8/3/2017	<b>PERA</b>		
	G 101-21704	PERA	\$4,509.60		
<b>Total PERA</b>			<b>\$4,509.60</b>		
Paid Chk#	9920218	8/3/2017	<b>VALIC</b>		
	G 101-21705	VALIC	\$388.00		
<b>Total VALIC</b>			<b>\$388.00</b>		
Paid Chk#	9920219	8/4/2017	<b>CARCHIOUS RODNEY</b>		
	E 608-46330-401	Repairs/Maint Buildings	\$39.60		JULY APT MAINT
	E 607-46330-401	Repairs/Maint Buildings	\$20.40		JULY APT MAINT
<b>Total CARCHIOUS RODNEY</b>			<b>\$60.00</b>		
Paid Chk#	9920220	8/4/2017	<b>DARON J. FRIESEN</b>		
	E 607-46330-402	Repairs/Maint- Ground	\$140.00		JULY LAWNMOWING
	E 608-46330-402	Repairs/Maint- Ground	\$140.00		JULY LAWNMOWING
	E 609-46330-402	Repairs/Maint- Ground	\$140.00		JULY LAWNMOWING
<b>Total DARON J. FRIESEN</b>			<b>\$420.00</b>		
Paid Chk#	9920221	8/3/2017	<b>MUNICIPAL UTILITIES</b>		
	E 101-43160-381	Electric Utilities	\$2,729.77		JUNE STREET LIGHTING
	E 101-43160-381	Electric Utilities	(\$2,729.77)		JUNE STREET LIGHTING
	E 101-43160-381	Electric Utilities	\$2,729.77		JUNE STREET LIGHTING
<b>Total MUNICIPAL UTILITIES</b>			<b>\$2,729.77</b>		
Paid Chk#	9920222	8/3/2017	<b>COMPUTER LODGE</b>		
	E 231-42154-580	Other Equipment	\$3,419.45	9239	AMB-TOUGHBOOK & MOUNTING CRADLE
	E 231-42154-580	Other Equipment	(\$3,419.45)	9239	AMB-TOUGHBOOK & MOUNTING CRADLE
	E 231-42154-580	Other Equipment	\$3,419.45	9239	AMB-TOUGHBOOK & MOUNTING CRADLE
<b>Total COMPUTER LODGE</b>			<b>\$3,419.45</b>		
Paid Chk#	9920223	8/3/2017	<b>COMPUTER LODGE</b>		
	E 101-41400-200	Office Supplies	\$33.40	9316	HARD DRIVE FOR NETWORK COMPUTER
	E 101-00000-430	Miscellaneous	\$33.40	9316	HARD DRIVE FOR NETWORK COMPUTER
	E 101-42100-200	Office Supplies	\$33.38	9316	HARD DRIVE FOR NETWORK COMPUTER
	E 205-46500-200	Office Supplies	\$33.40	9316	HARD DRIVE FOR NETWORK COMPUTER
	E 101-41400-200	Office Supplies	(\$33.40)	9316	HARD DRIVE FOR NETWORK COMPUTER
	E 101-00000-430	Miscellaneous	(\$33.40)	9316	HARD DRIVE FOR NETWORK COMPUTER

2

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July 2017 to August 2017

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E 101-42100-200	Office Supplies	(\$33.38)	9316	HARD DRIVE FOR NETWORK COMPUTER
E 205-46500-200	Office Supplies	(\$33.40)	9316	HARD DRIVE FOR NETWORK COMPUTER
E 101-41400-200	Office Supplies	\$33.40	9316	HARD DRIVE FOR NETWORK COMPUTER
E 101-00000-430	Miscellaneous	\$33.40	9316	HARD DRIVE FOR NETWORK COMPUTER
E 101-42100-200	Office Supplies	\$33.38	9316	HARD DRIVE FOR NETWORK COMPUTER
E 205-46500-200	Office Supplies	\$33.40	9316	HARD DRIVE FOR NETWORK COMPUTER
<b>Total COMPUTER LODGE</b>		<b>\$133.58</b>		

Paid Chk# 9920224	8/3/2017	<b>MUNICIPAL UTILITIES</b>		
R 101-00000-33408	PERA Rate Increase Aid	\$460.50		1ST HALF PERA AID
<b>Total MUNICIPAL UTILITIES</b>		<b>\$460.50</b>		
10100 United Prairie		\$35,969.47		

**Fund Summary**

<b>10100 United Prairie</b>		
101 GENERAL FUND		\$28,962.55
205 ECONOMIC DEVELOPMENT AUTHORITY		\$33.40
211 LIBRARY FUND		\$69.07
231 AMBULANCE FUND		\$3,419.45
485 ML COMM PARK-INFRASTRUCTURE		\$3,005.00
607 EDA----4 PLEX FUND		\$160.40
608 EDA----8 PLEX FUND		\$179.60
609 EDA-- MASON MANOR		\$140.00
		<b>\$35,969.47</b>

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August 2017 to August 2017

			Check Amt	Invoice	Comment
<b>10100 United Prairie</b>					
Paid Chk#	020225	8/3/2017		AMAZON	
E 211-45500-590	Capital Outlay Books		\$96.08		LIBRARY BOOKS
E 211-45500-592	A.V. Materials		\$50.59		LIBRARY AV
	<b>Total AMAZON</b>		<b>\$146.67</b>		
Paid Chk#	020226	8/3/2017		AMERICAN BUNGALOW MAGAZINE	
E 211-45500-591	Periodicals		\$92.95		LIBRARY PERIODICALS-3YR
	<b>Total AMERICAN BUNGALOW MAGAZINE</b>		<b>\$92.95</b>		
Paid Chk#	020227	8/3/2017		ARCHITECTURAL DIGEST	
E 211-45500-591	Periodicals		\$68.00		LIBRARY PERIODICALS -2YR
	<b>Total ARCHITECTURAL DIGEST</b>		<b>\$68.00</b>		
Paid Chk#	020228	8/3/2017		BOUND TREE MEDICAL	
E 231-42154-210	Operating Supplies		\$20.07	82564916	I-GEL SUPRAGLOTTIC AIRWAY-AMB
	<b>Total BOUND TREE MEDICAL</b>		<b>\$20.07</b>		
Paid Chk#	020229	8/3/2017		CARDMEMBER SERVICE	
E 101-00000-430	Miscellaneous		\$31.55		MONTHLY COMPUTER CRASH PLAN
	<b>Total CARDMEMBER SERVICE</b>		<b>\$31.55</b>		
Paid Chk#	020230	8/3/2017		CITIZEN PUBLISHING	
E 101-41400-351	Legal Notices Publishing		\$46.80		ORDINANCE #5-17
	<b>Total CITIZEN PUBLISHING</b>		<b>\$46.80</b>		
Paid Chk#	020231	8/3/2017		COUNTRY LIVING	
E 211-45500-591	Periodicals		\$15.00		LIBRARY PERIODICALS - 2YR
	<b>Total COUNTRY LIVING</b>		<b>\$15.00</b>		
Paid Chk#	020232	8/3/2017		COUNTRY SAMPLER	
E 211-45500-591	Periodicals		\$29.96		PERIODICALS 2 YR
	<b>Total COUNTRY SAMPLER</b>		<b>\$29.96</b>		
Paid Chk#	020233	8/3/2017		DENNIS HULZEBOS	
E 101-45186-400	Janitor-Repairs/Maint		\$250.00		AUGUST,MAINT AT SR CTR
E 211-45500-400	Janitor-Repairs/Maint		\$345.00		AUGUST MAINT AT LIBRARY
	<b>Total DENNIS HULZEBOS</b>		<b>\$595.00</b>		
Paid Chk#	020234	8/3/2017		EMERGENCY MED SERV REG BOARD	
E 231-42154-210	Operating Supplies		\$117.00	1281	200 MN STAR FORMS
	<b>Total EMERGENCY MED SERV REG BOARD</b>		<b>\$117.00</b>		
Paid Chk#	020235	8/3/2017		FRONTIER	
E 101-41400-321	Telephone		\$166.79		CITY HALL PHONE-427-2999
E 101-42100-321	Telephone		\$209.01		POLICE DEPT PHONE-427-3403
E 101-43100-321	Telephone		\$71.66		STREET DEPT PHONE-427-2997
E 101-45186-321	Telephone		\$0.00		SR CTR PHONE-427-2151
E 205-46500-321	Telephone		\$37.50		EDA PORTION OF DSL & 427-2999
E 101-00000-430	Miscellaneous		\$87.76		UT-PHONE
	<b>Total FRONTIER</b>		<b>\$572.72</b>		
Paid Chk#	020236	8/3/2017		GREATAMERICA FINANCIAL SVCS	
E 101-00000-430	Miscellaneous		\$8.43		CHAMBER-MONTHLY COLOR COPY MACHINE LEASE
E 101-41400-200	Office Supplies		\$26.35		OFFICE-MONTHLY COLOR COPY MACHINE LEASE
E 101-42100-200	Office Supplies		\$8.78		PD-MONTHLY COLOR COPY MACHINE LEASE
E 101-00000-430	Miscellaneous		\$91.31		UT-MONTHLY COLOR COPY MACHINE LEASE

4

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August 2017 to August 2017

			Check Amt	Invoice	Comment
E 205-46500-200	Office Supplies		\$5.62		EDA-MONTHLY COLOR COPY MACHINE LEASE
<b>Total GREATAMERICA FINANCIAL SVCS</b>			<b>\$140.49</b>		
Paid Chk# 020237	8/3/2017	HEIMAN FIRE EQUIPMENT--USE THI			
E 221-42200-404	Repairs/Maint Machinery/Equip		\$320.00	0859946-IN	FIRE DEPT -BOOTS-L.BARTEL
<b>Total HEIMAN FIRE EQUIPMENT--USE THI</b>			<b>\$320.00</b>		
Paid Chk# 020238	8/3/2017	INDOFF INCORPORATED			
E 211-45500-200	Office Supplies		\$28.85		LIBRARY SUPPLIES
<b>Total INDOFF INCORPORATED</b>			<b>\$28.85</b>		
Paid Chk# 020239	8/3/2017	INGRAM			
E 211-45500-590	Capital Outlay Books		\$391.02		LIBRARY BOOKS
<b>Total INGRAM</b>			<b>\$391.02</b>		
Paid Chk# 020240	8/3/2017	JANZEN FABRICATION			
E 101-45200-404	Repairs/Maint Machinery/Equip		\$239.15	1857	REPAIR HITCH - #4
<b>Total JANZEN FABRICATION</b>			<b>\$239.15</b>		
Paid Chk# 020241	8/3/2017	JOHN YSKER			
E 101-43240-111	Contract		\$250.00		AUGUST DUMP SALARY
<b>Total JOHN YSKER</b>			<b>\$250.00</b>		
Paid Chk# 020242	8/3/2017	MACQUEEN EQUIPMENT			
E 101-43100-404	Repairs/Maint Machinery/Equip		\$2,958.76	W01292	SWEEPER REPAIR
<b>Total MACQUEEN EQUIPMENT</b>			<b>\$2,958.76</b>		
Paid Chk# 020243	8/3/2017	MARTHA STEWART LIVING			
E 211-45500-591	Periodicals		\$25.00		LIBRARY PERIODICALS-2 YRS
<b>Total MARTHA STEWART LIVING</b>			<b>\$25.00</b>		
Paid Chk# 020244	8/3/2017	MEDICARE PART B			
E 231-42154-430	Miscellaneous		\$453.45		RETURN MEDICARE PAYMENT-JOANN FRIESEN SEPT 2016
<b>Total MEDICARE PART B</b>			<b>\$453.45</b>		
Paid Chk# 020245	8/3/2017	MID-AMERICAN RESEARCH CHEMICAL			
E 101-45200-430	Miscellaneous		\$512.16	0612500-IN	PARKS SUPPLIES
<b>Total MID-AMERICAN RESEARCH CHEMICAL</b>			<b>\$512.16</b>		
Paid Chk# 020246	8/3/2017	MIDWAY FARM EQUIPMENT			
E 101-45200-404	Repairs/Maint Machinery/Equip		(\$0.30)		CREDIT ON ACCOUNT
E 101-45200-404	Repairs/Maint Machinery/Equip		\$796.46	CM02868	WORK ON COBALT LAWNMOWER PURCHASED IN 2013
E 101-45200-404	Repairs/Maint Machinery/Equip		\$61.65	IM25759	LAWN MOWER BLADES
E 101-45200-404	Repairs/Maint Machinery/Equip		\$109.43	IM25787	LAWN MOWER BLADES
E 101-43100-404	Repairs/Maint Machinery/Equip		\$43.58	IM25892	HOSE ENDS,#14
<b>Total MIDWAY FARM EQUIPMENT</b>			<b>\$1,010.82</b>		
Paid Chk# 020247	8/3/2017	MIDWEST ENVIRONMENTAL TECHNOLO			
E 221-42200-430	Miscellaneous		\$800.00		FIRE DEPT-ASBESTOS INISPECTION 59136 930TH AVE
<b>Total MIDWEST ENVIRONMENTAL TECHNOLO</b>			<b>\$800.00</b>		
Paid Chk# 020248	8/3/2017	MINDFUL			
E 211-45500-591	Periodicals		\$44.00		LIBRARY PERIODICALS-2 YR
<b>Total MINDFUL</b>			<b>\$44.00</b>		

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August 2017 to August 2017

			Check Amt	Invoice	Comment
Paid Chk#	020249	8/3/2017	MINNESOTA ENERGY RESOURCE CORP		
E 101-41400-383	Gas Utilities		\$62.23		CITY HALL GAS-ACCT#4346780-2
E 221-42200-383	Gas Utilities		\$6.50		FIRE DEPT PORTION OF FIREHALL GAS-ACCT#4296165-6
E 231-42154-383	Gas Utilities		\$3.20		AMB PORTION OF FIREHALL GAS-ACCT#4296165-6
E 211-45500-383	Gas Utilities		\$15.96		LIBRARY GAS-ACCT#4134278-3
E 101-45186-383	Gas Utilities		\$34.84		SR CTR GAS-ACCT#4010846-6
al MINNESOTA ENERGY RESOURCE CORP			\$122.73		
Paid Chk#	020250	8/3/2017	MINNESOTA MUTUAL LIFE		
E 101-42100-135	Employer Paid Other		\$1.70		AUGUST BRIAN LUNZ LIFE INSURANCE
E 101-42100-134	Employer Paid Life		\$6.80		AUGUST LIFE INS-POLICE DEPT
E 211-45500-134	Employer Paid Life		\$1.70		AUGUST LIFE INS-LIBRARY
E 101-43100-134	Employer Paid Life		\$3.06		AUGUST LIFE INS-ST DEPT
E 101-41400-134	Employer Paid Life		\$3.40		AUGUST LIFE INS-OFFICE
E 101-45200-134	Employer Paid Life		\$1.02		AUGUST LIFE INS-PARKS DEPT
E 101-46200-134	Employer Paid Life		\$1.02		AUGUST LIFE INS-CEMETERY
E 205-46500-134	Employer Paid Life		\$1.70		AUGUST LIFE INS-EDA ROB ANDERSON
G 101-21706	Hospitalization/Medical Ins		\$25.30		AUGUST LIFE INS-ROBB ANDERSON
G 101-21706	Hospitalization/Medical Ins		\$10.90		AUGUST LIFE INS-DARON FRIESEN
G 101-21706	Hospitalization/Medical Ins		\$12.00		AUGUST LIFE INS-STEVE PETERS
Total MINNESOTA MUTUAL LIFE			\$68.60		
Paid Chk#	020251	8/3/2017	MINNESOTA RESORT & CAMPGROUND		
E 101-45183-433	Dues and Subscriptions		\$310.00	56081	CAMPGROUND MEMBERSHIP 7/1/17 TO 6/30/18
tal MINNESOTA RESORT & CAMPGROUND			\$310.00		
Paid Chk#	020252	8/3/2017	MUNICIPAL UTILITIES		
E 101-45200-380	Elec,Water,Sewer		\$106.23		LAWCON PARK
E 101-41400-380	Elec,Water,Sewer		\$422.51		CITY HALL UT
E 101-45200-380	Elec,Water,Sewer		\$246.36		CITY PARK RESTROOMS UT
E 101-45186-380	Elec,Water,Sewer		\$406.62		SR CTR UT
E 101-43100-380	Elec,Water,Sewer		\$219.81		ST DEPT UT
E 221-42200-380	Elec,Water,Sewer		\$167.26		FIRE DEPT PORTION OF FIREHALL UT
E 231-42154-380	Elec,Water,Sewer		\$82.38		AMB PORTION OF FIREHALL UT
* E 211-45500-380	Elec,Water,Sewer		\$332.13		LIBRARY UT
E 607-46330-380	Elec,Water,Sewer		\$6.47		4-PLEX PORTION OF ST LITE ON HERITAGE DRIVE
E 608-46330-380	Elec,Water,Sewer		\$12.56		8-PLEX PORTION OF ST LITE ON HERITAGE DRIVE
E 101-45183-380	Elec,Water,Sewer		\$372.14		UT AT CAMPGROUND
E 101-45200-380	Elec,Water,Sewer		\$47.32		UT AT CITY PARK SHELTERHOUSE
Total MUNICIPAL UTILITIES			\$2,421.79		
Paid Chk#	020253	8/3/2017	MUSKE, MUSKE, SURHOFF		
E 101-41400-304	Legal Fees		\$1,400.00		AUGUST LEGAL FEES
Total MUSKE, MUSKE, SURHOFF			\$1,400.00		
Paid Chk#	020254	8/3/2017	PRAXAIR		
E 231-42154-210	Operating Supplies		\$125.21	78106451	OXYGEN FOR AMBULANCE
E 231-42154-210	Operating Supplies		\$86.12	78223553	OXYGEN FOR AMBULANCE
Total PRAXAIR			\$211.33		
Paid Chk#	020255	8/3/2017	PRO-RIDER INC.		
E 101-42100-430	Miscellaneous		\$418.00	71675	PD-BIKE HELMETS
Total PRO-RIDER INC.			\$418.00		
Paid Chk#	020256	8/3/2017	PRO-SHED		

6



**\*Check Detail Register©**

August 2017 to August 2017

			Check Amt	Invoice	Comment
E 101-45171-401	Repairs/Maint Buildings		\$4,055.00		BALANCE OF BUILDING BY SKATING RINK
	<b>Total PRO-SHED</b>		<b>\$4,055.00</b>		
<hr/>					
Paid Chk# 020257	8/3/2017	THIRD AVENUE AUTO PARTS			
E 101-00000-430	Miscellaneous		\$2.00		FC
E 101-43100-212	Motor Fuels		\$5.29	S161842	POWER STEERING FLUID
E 101-42100-406	Vehicle Maint/Gen Repairs		\$6.39	S162070	PD-WIPER BLADES
E 101-45200-404	Repairs/Maint Machinery/Equip		\$12.53	S162126	2 CYCLE OIL
	<b>Total THIRD AVENUE AUTO PARTS</b>		<b>\$26.21</b>		
<hr/>					
Paid Chk# 020258	8/3/2017	TOWNS EDGE AUTO			
E 101-42100-406	Vehicle Maint/Gen Repairs		\$40.14	79269	CHANGE OIL, GREAST 2016 FORD EXPLORER
	<b>Total TOWNS EDGE AUTO</b>		<b>\$40.14</b>		
<hr/>					
Paid Chk# 020259	8/3/2017	VOLUNTEER FIREMANS BENEFIT			
E 221-42200-433	Dues and Subscriptions		\$168.00		ANNUAL FIRE DEPT MEMBERSHIP
	<b>Total VOLUNTEER FIREMANS BENEFIT</b>		<b>\$168.00</b>		
	10100 United Prairie		\$18,151.22		

**Fund Summary**

<b>10100 United Prairie</b>	
101 GENERAL FUND	\$14,201.94
205 ECONOMIC DEVELOPMENT AUTHORITY	\$44.82
211 LIBRARY FUND	\$1,536.24
221 FIRE DEPT FUND	\$1,461.76
231 AMBULANCE FUND	\$887.43
607 EDA----4 PLEX FUND	\$6.47
608 EDA----8 PLEX FUND	\$12.56
	<b>\$18,151.22</b>

Paid Chk# 000497E	7/17/2017	UNITED PRAIRIE BANK			
E 230-47001-301	Auditing and Acct g Services		\$8.00		PUENTE NSF CHARGES
	<b>Total UNITED PRAIRIE BANK</b>		<b>\$8.00</b>		

7

**DRAFT**  
**Mountain Lake City Council**  
**Regular Council Meeting**  
**Mountain Lake City Hall**  
**Thursday, July 20, 2017**  
**6:30 p.m.**

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

Members Absent: David Savage

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

Others Present: Andy Kehren, Bolton and Menk, City Engineer; Tammy Omdal, Northland Securities; Tom Fast, Mt. Lake School Board Member (arrived at 6:55 p.m.); Doug Regehr

**Call to Order**

The meeting was called to order by Mayor Nelson at 6:30 p.m. Motion by Kass, seconded by Kruser, to add 5e. Request for Proposals for Legal Services, 5f. Dust on County Road #1; 5g. Capital Improvement Plan Update; 5h. Dollar General Update; 5i. Krahn vs City of Mt. Lake Settlement to the agenda. Motion carried. Check Number 9920189 was written for the wrong amount and has been voided. Motion by Kass, seconded by Ysker, to approve the consent agenda with correction of Check Number 9920189 and to adopt the agenda as amended. Motion carried.

Bills: Check #'s 9920167 – 9920198

Payroll Checks #'s 63296 -63300

July 10 Council Minutes

April 18 Tree Commission Minutes

June 8 Utility Commission Minutes

June 13 Police Commission Minutes

June 12 Lake Commission Minutes

June 9 EDA Commission Minutes

**Public**

No one present addressed the council during this portion of the meeting.

**Mt. Lake Commercial Park Project Bid Award**

Andy Kehren, Bolton and Menk, reviewed the bids for the installation of water, sewer, streets, and curb and gutter. There were 10 bidders, a higher than usual number. The low bid was 14% below the engineer's estimate. Motion by Kass, seconded by Ysker, to award the bid to G. M. Contracting, Lake Crystal at a cost of \$1,179,435.91 contingent on the city receiving permits from the Union Pacific and the Corp of Engineers. Motion carried. The project is scheduled to start later this summer.

### **\$2,485,000 General Obligation Bonds, Series 2017B**

Tammy Omdal, Northland Securities reviewed the results of the July 18 bond sale. The bonds were sold to finance the Mt. Lake Commercial Park infrastructure and other development expenses at the site, and to pay to upgrade the city's street lights to LEDs. Length of term is 25 years for the commercial park and ten for the street lights. Motion by Ysker, seconded by, Kruser, to adopt Resolution #19-17 Providing for the Issuance and Sale, Pledging Special Assessments and Levying of Taxes. Motion carried.

### **The Lodge Public Hearing**

The 2012 financing of The Lodge, a Community Asset Foundation/Good Samaritan project and the reasons why the public hearing is now required were discussed. The public hearing will be held Monday evening, July 24. Bond counsel is not requiring that a quorum of the city council be present.

### **Demolition of Hazardous Properties**

Several properties were discussed. It was agreed that the owners of 805 Basinger Memorial Dr. will be contacted by the building official.

### **Fire Call Billing and Active Living Plan**

A notice of Hearing in regards to an unpaid fire call to 812 ½ Fifth Ave. and the results of a survey needed to update the city's Active Living Plan were briefly discussed.

### **Legal Services Request for Proposals**

Proposals were accepted until 4 p.m. Friday, July 14. Two were received. Kass and Kruser volunteered to serve on the committee with the administrator to review the proposals and make a recommendation to the council.

### **County Road #1 Service Road between Sixth Avenue and Prince Street**

Residents on the service road paid for dust control. This was brought to the attention of the Utility Commission. The Commission is recommending that the residents be reimbursed. The administrator will get the billing statement and forward it to the city engineer.

### **Capital Improvement Plan**

Karr Tuck-pointing is preparing an estimate to complete the power plant tuck-pointing and tuck-point the park band shell. Estimates to fix the power plant ceiling from local contractors are being requested. The estimates should be available at the August 7 council meeting.

### **Dollar General**

The developer Zaremba Group is requested that the city provide assistance with extending water and sewer to a site they have selected on the west end of Third Avenue. The Utility Commission will consider the request at their 7AM July 27 meeting. The council was encouraged to attend.

### **Closed Meeting, Attorney/Client Privilege**

Motion by Kass, seconded by Kruser, to close the open meeting at 7:20 p.m. to review a proposed settlement as per MN Statute 13D.05, Subd. 3b. Krahn vs. City of Mt. Lake with Maryellen Suhrhoff, City Attorney. Motion carried. Motion by Kruser, seconded by Ysker, to close the closed meeting and open the open meeting at 7:25 p.m. Motion carried. Motion by Kruser, seconded by Kass, to approve the settlement agreement as presented. Motion carried.

### **Adjourn**

The meeting was adjourned at 7:27 p.m.

ATTEST

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Wendy Meyer, Clerk/Administrator

**DRAFT**  
**Mountain Lake City Council**  
**Public Hearing**  
**Mountain Lake City Hall**  
**Monday, July 24, 2017**  
**7:00 p.m.**

Members Present: Darla Kruser, Andrew Ysker

Staff Present: Wendy Meyer, Clerk/Administrator

The public hearing was opened at 7PM. A summary entitled 'Rationale Related to Calling for a Public Hearing on Giving Host Approval to the Issuance of Senior Living Facilities Revenue Refunding Notes' prepared by Jenny Hale, Piper-Jaffrey was distributed to those present and discussed.

At 7:15 PM the public hearing was closed.

REGULAR MEETING  
ECONOMIC DEVELOPMENT AUTHORITY

July 14, 2017

12:00 Noon

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

ABSENT: Brian Harder

STAFF PRESENT: Rob Anderson

CITY ADMINISTRATOR: Wendy Meyer

GUESTS: Cheryl Hiebert - Observer/Advocate, David Watkins - City/Ambulance, and Chuck Stevensen-UPB

1. Call to Order: Mark called the meeting to order at 12:02 p.m.
2. Consent Agenda. Motion made and seconded by Vern and Mike to approve the Consent Agenda with 3 extra bills as presented. Carried.

David Watkins with the Mt. Lake Ambulance Squad was present. David explained the need for business owners to allow volunteer ambulance service members to make runs during day time. Wendy handed out a draft letter to businesses explaining the concern and need for runs during the time of day that is most concern from 9:00 a.m. to 5:00 p.m. David explained that many EMT's work out of town which puts extra pressure on EMT's that work in town to make runs during the day. David stated that the ambulance service makes an average of 200 runs per year with average time per run at 1 to 1 1/2 hours. President Hanson encouraged EDA board members to talk to their business partners about the need to support our EMT's during business hours. Jerry will encourage his employees to be EMT's and will support their efforts during business hours and encouraged other business owners to do the same.

3. Economic Development Assistant Job. Rob informed board members that Tabitha Garloff has been hired to fill the position and her first day of employment will be Monday, July 17th.
4. Purchase Agreement, Lot 6 of Block 2, Lakeview Estates Subdivision to Elsie Shultz for \$12,000. The lot is free, assessments are \$19,250. Elsie plans to build a slab on grade home similar to Gladys Crawford's home starting September 1st. Motion made and seconded by Jerry and Mike to accept the offer. Mark abstained.
5. Mt. Lake Commercial Park: a. Adverting/bid schedule for the Mountain Lake Commercial Park Project is Tuesday, July 18th, 2:00 p.m. at City Hall. b. Other. Rob stated the Casey's Rep that he has been working with for a new Casey's store informed him that a committee has approved a new store for Mt. Lake to be located in the Commercial Park. The next step is to have the Casey's board of directors approve the new store. Also, we had been receiving complaints about weeds growing in the commercial park and Jerry recommended that we have Country Pride Co-op spray the weeds to kill them at a cost of \$600. The weeds were sprayed last week and looks like most weeds have been killed.
6. TIF District 1-8, Economic Development District No. 2. Meeting with Sanford on July 26th, EDA Construction Committee meeting with Sanford Representatives and Project Architect. Rob informed board members that Sanford is looking to lease "move in ready" space and may be willing to sign a long-term lease. Discussion followed regarding housing needs in the community.

Brad stated that there are very little homes for sale in town right now. No action taken at this time.

7. Custom Motors. Rob explained the legal process since the last meeting. Rob has talked to a person that may be interested in purchasing the collateral stored locally. Bill Anderson would receive a 10 day notice with any sale. Rob stated that he hopes to have written purchase agreement for the EDA board to consider at the August board meeting. Maryellen Suhrhoff drew up an Agreement with Travis Smith to store the EDA's collateral and requested that the EDA enter into the Agreement prior to the meeting for a \$100 per month storage fee (to show ownership). Motion made and seconded by Jerry and Darla to retroactively approve the Agreement with Travis Smith and to authorize city attorney to go through the legal steps to seize personal property (boat and trailer) owned by William Anderson to help satisfy his debt with the EDA. Carried.
8. Pop'd Kerns Building Water Intrusion Assessment. Rob explained that despite many attempts and great investment by contractors and subcontractors, water is still coming into the building during heavy rains with wind from the south/southeast. The building construction manager, Wilcon Construction has requested that the EDA enter into a water intrusion assessment agreement with Braun Intertec for a fee of \$3,685. If it is discovered through the assessment that further structural work is required to fix the problem(s), the original contractor or subcontractors that did the work would be required to pay for additional work to be done. Rob reviewed the Pop'd Kerns building account current and projected income/expenses and recommended to the board that we enter into the agreement with Braun Intertec with a budget cap of \$5,000 and contractors and subs paying for any construction work. Motion made and seconded by Steve and Darla to approve the contract with Braun Intertec and contractors and subs paying for any construction work. Carried.
9. Heritage Estates Co. Rd. 1 Apartments Furnace Replacement Quotes. Quotes received were from Country Pride Cooperative Services for \$7,656.60 and from Hall's Handy Heating & Cooling for \$7,440. Motion made and seconded by Jerry and Steve to award the work to Hall's Handy Heating & Cooling. Carried.
10. Balzer Request to Combine Loans/Re-amortize. Motion made and seconded by Mike and Vern to approve the request as submitted. Carried.
11. General Discussion. Rob stated that Fulda Area Credit Union has contacted him and they are not interested in purchasing the building that they rent from the EDA at this time due to the lack of a drive-up window. Also, Dollar General corporate is asking for considerations on infrastructure improvements from the city regarding Jerry's lot on 3rd Avenue. Jerry indicated that he was unaware of any action by Dollar General. Rob reviewed the proposed financing structure for Travis Smith's purchase of The Laker Bar & Grill. Consensus of board members attending was positive regarding the proposal. Rob stated that he will have an official proposal for board members to consider at the August EDA board meeting. No action taken. Next Regular Board Meeting is August 11th. This is the date of the next CVN Session is St. Paul. Rob requested that the board move the meeting to either August 4th or 18th. The meeting was moved to August 4th.
12. Adjourn. President Hanson adjourned the meeting at 1:18 p.m.

**Mountain Lake Utilities Commission Meeting**  
**Mountain Lake City Hall**  
**Thursday, July 13, 2017**  
**7 AM**

Members Present: Commissioners Todd Johnson, Mark Langland, Brett Lohrenz

Members Absent: Commissioners John Carrison, Mike Johnson, Council Liaison David Savage

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

Others Present: Tom Johnson, Maureen Johnson

**Call to Order**

The meeting was called to order at 7 AM. Tom and Maureen Johnson and Budget Billing were added to the agenda.

**Approval of June 8 Minutes, and Bills, Check Numbers 17226 – 17302**

Motion by T. Johnson, seconded by Lohrenz, to approve the minutes and bills. Motion carried unanimously.

**Budget Billing**

The Johnson's have accumulated a sizable bill credit because their usage decreased during the second half of their budget billing year. The Johnson's want to be refunded the credit. They stopped participating in budget billing when their billing year ended. It has not been utility policy to refund the credit. Balances in other accounts using budget billing were reviewed. Motion by T. Johnson, seconded by Lohrenz, to refund the Johnson's because they are no longer participating in budget billing. Motion carried. Continuing budget billing and the details of the program will discussed at the next commission meeting.

**Electric Department – Substation**

Melson updated the commission on substation construction. The bids for the final phase of construction including equipment, materials and labor to provide a 15KV tie line, substation power and feeder cables, substation commissioning, structure Erickson, substation power and control electrical wiring and a 69KV line were reviewed. Conductor Power was awarded the project with a low bid of \$1,202,020.00.



### **Interconnection Study**

The fees for the interconnection study, a non-refundable \$5000, and a partially refundable \$50,000 have been paid by Central MN Municipal Power and Services (CMPAS) on our behalf. The utility will need to reimburse them.

### **Lineman Opening**

The utility received 13 applications for the lineman position. Lohrenz agreed to serve on the interview panel.

### **Water/Wastewater Dept. - CR# 1 Project Update and Partial Pay #2, CR #1 Project**

The request was reviewed. Motion by Lohrenz, seconded by T. Johnson, to approve payment in the amount of \$47,798.49. Motion carried. Krahn told the commission that the homeowners between 6<sup>th</sup> Ave. on Prince St. on the gravel road on the west side of CR #1 had paid for dust control for that road. Motion by Lohrenz, seconded by T. Johnson, to recommend to the council that the homeowners be reimbursed the \$400. Motion carried.

### **Point Source Implementation Grant Program (PSIG) Application – Wastewater Treatment Facility Project**

The program was briefly discussed. The utility has applied and been approved in the past. Motion by Lohrenz, seconded by T. Johnson, to apply for the grant. Motion carried.

### **Wastewater Treatment Facility Project - Appraisal and Purchase**

The administrator summarized the first meeting with the owners and their children who attended. Two appraisal quotes were reviewed. Motion by Lohrenz, seconded by T. Johnson to hire Foster Appraisal, Inc., Eden Prairie at a cost of \$5,800 with a completion date of October 16. Motion carried.

### **LED Street Lights**

The three lights that have been installed to solicit residential feedback were briefly discussed.

### **Draft Capital Improvement Plan**

The plan was briefly discussed. The council is requesting an updated estimate to repair the power plant ceiling, and an estimate to complete the power plant tuckpointing project in 2018 rather than extend it over a number of years.

### **Utility Wages**

Wage, job title and job descriptions from the League of MN Cities Salary and Benefit Survey or collected from cities in southwest Minnesota and related information were reviewed and discussed.

### **Adjourn**

The meeting was adjourned at 8:30 a.m.

**City of Mountain Lake  
Planning and Zoning Commission  
Monday, May 22, 2017  
5:30 PM  
City Hall**

Members Present: Sharron Hanson, Doug Regehr, Nik Strom

Members Absent: Bryan Bargaen, Dean Janzen, Tim Swoboda

Staff Present: Wendy Meyer, Clerk/Administrator

Others Present: None

Quorum was not met and therefore the meeting could not be called to order. On the advice of the city attorney those present remained to hear the comments and questions raised during the Preliminary Plat Public Hearing scheduled and noticed to begin at 5:35 PM. No member of the public appeared at the public hearing. The gathering ended at 5:50 PM.

**Approved July 31, 2017.**

Attest:

\_\_\_\_\_  
Wendy Meyer, Clerk/Administrator

**City of Mountain Lake**  
**Planning and Zoning Commission**  
**Monday, May 31, 2017**  
**5:30 PM**  
**City Hall**

Members Present: Bryan Bargen, Dean Janzen, Doug Regehr, Nik Strom, Tim Swoboda

Members Absent: Sharron Hanson

Staff Present: Wendy Meyer, Clerk/Administrator

Others Present: None

**Call to Order**

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

**Agenda and Minutes**

**There were no additions to the agenda.** Motion by Janzen, seconded by Regehr, to adopt the agenda as presented. Motion carried. Motion by Swoboda, seconded by Janzen, to approve the May 1, minutes. Motion carried.

**Mt. Lake Commercial Plat**

The final plat was reviewed. Two items name of the developer and location of iron monuments need to be added. Motion by Strom, seconded by Janzen that the plat with the two additions be recommended to the council for approval. Motion carried.

**Building/Shingling/Siding/Fencing Permits**

The permits issued from January through May 22 and the setbacks for projects at 1513 1<sup>st</sup> Ave., 426 9<sup>th</sup> St. S., 1407 Mt. Lake Rd, 318 10<sup>th</sup> St. N. and 1010 10<sup>th</sup> St. N. were reviewed. Motion by Janzen, seconded by Bargen, to approve the permits. Motion carried unanimously.

**Review of Draft Ordinance, Section 9.25 Transitional Business**

The draft was reviewed. Changes that were made at the May 1 meeting were highlighted. The Commission discussed lot coverage, outdoor storage, landscaping, screening, parking and unloading, and reviewed portions of Mt. Lake, Windom and St. James City Code that address those issues.

**Outdoor Storage and Screening** – It was agreed that outdoor storage and screening standards found in Subdivisions 7 (Storage Standards) and Subdivision 9 (Visual Standards) of Section 9.56

(Performance Standards), will be adequate for the new zoning district, 9.25 Transitional Business, and should be added to the draft.

**Landscaping** – It was agreed that the development plans must include a landscape/ground cover plan and language to that affect should be added to the draft.

**Parking and Loading** – It was agreed that the parking and loading requirements found in Subdivision 4 (Parking and Loading Requirements) of Section 9.50 (General Requirements) will be adequate for the new zoning district and should be added to the draft.

**Lot Coverage** – It was agreed that lot coverage should not exceed 50% and language to that affect should be added to the draft.

**Adjourn**

The meeting was adjourned at 6:15 PM.

**Approved July 31, 2017.**

ATTEST:

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Wendy Meyer, Clerk/Administrator

May 23 through June 21 2017  
Building Permits

	LAST	FIRST	ADDRESS	PARCEL NUMBER	TYP E	CONTRACTOR LICENSE #	WORK
	<i>Building Permits</i>						
21-17	Ewert	Robert	611 13th St. N.	22.610.0743	B	Morton, 4862	double stall garage 20' by 32'
23-17	Mt. Lake	Christian	710 11th St. N.	22.135.0010	B	C. Schroeder QB694889	update kitchen, classrooms
	<i>Accessory Building Permits</i>						
17-17	Davison	Justin	403 10th St. S.	22.161.0180	Shed	Self	298 Sq. Ft. shed
	<i>Mechanical Permits</i>						
15-17	Feder	Cody	909 6th Ave.	22.611.0980	M	Handy's	AC
16-17	King	Renee	1105 Boxelder	22.350.0010	M	Handy's	AC
24-17	Johnson	Colleen	106 12th St. S.	22.161.0100	M	Handy's	furnace/AC
25-17	Molan	Orvin/Lori	429 9th St. s.	22.161.0221	m	Handy's	furnace/AC
	<i>Shingles</i>						
13-17	Speikers	Jim	1403 6th Ave.	22.610.0760	S	Self	shingle
14-17	Speikers	Jim	1009 9th Ave.	22.443.0370	S	Self	Shingle
18-17	Janzen	Ted	1215 Castle Dr.	22.292.0060	S	CR Construction	shingle house/garage and detached garage
19-17	Keosaykham	Khamdaeng	1306 3rd Ave.	22.711.0130	s	Self	shingle house
20-17	Quiring	Arnold	208 CR#1	22.613.0050	s	Bergen 20125765	shingle garage
22-17	Netsch	Clifford	508 9th St. N.	22.614.0100	S	Steve Hansen 20230034	shingle old house & shed on 6th Ave.
	<i>Fence</i>						
26-17	Rinderle	Ken	623 2nd Ave.	22.413.0230	F	self	6' wood fence in backyard

# June 22 through July 27, 2017 Building Permits

27-17	Bertrand	Samantha	909 Mt. Lake Rd.	22.161.0230	F	self	4' chain link in backyard
28-17	Bartel	Lance	1217 Prince Rd.	22.290.0100	M	Handy's	
29-17	Eads	L & C	110 12th St. N.	22.161.0110	S	Herrig's 133225	metal on garage
30-17	Bottin	Eugene	1108 Mt Lake Rd	22.442.0030	s	Bartsch Const #BC0004433	shingle house
31-17	Pesqueda	SanJuanita	1401 5th Ave	22.611.0160	s	self	shingle house
32-17	Idilio Lopez/Lidia Barios		911 4th Ave	22.520.1500	s	self	shingle house & garage
33-17	Morey	Joey	1526 2nd Ave	22.610.0230	s	self	shingle garage
34-17	Mt. Lake EDA	Fulda Credit	212 10th St. No.	22.520.0360	B	Rosow Reno. BC696762	replace ceiling tile for privacy
35-17	Stewart	Omer	801 4th Ave.	22.520.1550	F	Self	6 ft fence; 42 ft. long on north side of property
36-17	Derksen	Laura	714 Mt. Lake Rd.	22.004.0600	B	Complete Basement Systems	188' drain tile, foundation support
37-17	Chantharak	Khounproseuth	632 N. 8th St.	22.448.0010	B	self	enclose existing deck
38-17	Ysker	Ernest	1207 Mt. Lake Rd.	22.161.0520	S	Self	Steel on garage
39-17	Lopez	Mary	522 Sixth Ave.	22.413.0620	B	Self	Finish portion of basement, add egress window

20

**Mountain Lake Public Library Board Minutes**  
**June 14, 2017**

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

**Members Absent:** None

**Others Present:** None

The meeting was called to order at 4:15 p.m. by chairman, Barrie Wright.

**M/S Englin/Krueger** to approve the minutes of the May 10, 2017 meeting.

**Carol presented the May monthly report** indicating 2,529 total circulation and expenditures in the amount of \$1,632.85. **M/S Cords/Krueger** to accept the May report as given and to approve the May expenditures. Motion carried.

There was discussion as to whether it would be beneficial to shelve books written in languages other than English in a separate multi-cultural section. No action was taken at this time.

Board members received a copy of the current Internet Use Policy to review and it will be reviewed and updated at a future meeting.

The May library activity report was reviewed.

The meeting adjourned at 5:40 p.m. by chairman, Barrie Wright.

**NEXT MEETING: July 26, 2017 – 4:00 p.m.**

Respectfully submitted,

Marci Balderas, secretary

CITY OF MOUNTAIN LAKE

PUBLIC LIBRARY REPORT

MONTH OF June, 2017

CIRCULATION AND USE

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

TOTAL CIRCULATION 2,880

Interlibrary loan sent  
Interlibrary loan received

<u>287</u>	
<u>206</u>	<u>493</u>

TOTAL ILL

ILL NON SYSTEM 64

RECEIPTS

Cash income	<u>200.00</u>
Donations (monetary)	_____
County Revenue	_____
Misc. Revenue	_____
Fines	_____
Meeting room rental	_____
Sale of supplies	_____

TOTAL RECEIPTS 200.00

EXPENDITURES

Books	<u>510.70</u>
Periodicals	<u>274.91</u>
Audio-visual	<u>29.92</u>
Supplies	<u>28.85</u>
Postage	_____
Miscellaneous	_____
Telephone	<u>65.35</u>
Repairs & maintenance	<u>345.00</u>
Repairs & maint. of equipment	_____
Project expense	<u>302.59</u>
Capital outlay	_____
Automation	_____
Gas Utilities	<u>80.23</u>
TOTAL EXPENDITURES	<u>200. 1,637.55</u>

200.

LIBRARY DIRECTOR

Carol Lehman (22)



## LIBRARY EXPENDITURES - JUNE 2017

American Bungalow Magazine	Periodicals - 3 yr.	\$92.95
Architectural Digest	Periodicals - 2 yr.	\$68.00
Country Living	Periodicals - 2 yr.	\$15.00
Country Sampler	Periodicals - 2 yr.	\$29.96
Frontier	Telephone Expense	\$65.35
Dennis Hulzebos	Repairs & Maint. - Janitorial	\$345.00
Indoff, Inc.	Supplies	\$28.85
Ingram	Books	\$391.02
Martha Stweart Living	Periodicals - 2 yr.	\$25.00
Mindful	Periodicals - 2 yr.	\$44.00
MN Energy Resources	Gas Utilities	\$80.23
Synchrony Bank/Amazon	Books 119.68 / Project Exp. 102.59 / AV 29.92	<u>\$252.19</u>
	SUBTOTAL	\$1,437.55
	Cash Expenditures	<u>\$200.00</u>
	TOTAL	\$1,637.55

RE: Modification of the Downtown Redevelopment Project Tax Increment Financing (TIF) Plan

The Downtown Redevelopment Project plans have changed since the TIF plan was adopted on July 20, 2015. The changes require a modification of the TIF plan.

At their August 4 meeting the EDA will vote on recommending to the City Council that Northland Securities be authorized to make the needed modifications to the plan. The process will require notice, (including the county and school district) and a public hearing. The modification will need to be approved before project costs are incurred and any agreements are approved.

Rationale Related to Calling for a Public Hearing on Giving Host Approval  
to the Issuance of Senior Living Facilities Revenue Refunding Notes

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Community Asset Foundation (“CAF”) is a Minnesota nonprofit corporation which partners with communities with populations of 20,000 or less to develop, construct and operate senior housing facilities. CAF is the owner of the 24-unit assisted living facility, known as The Lodge of Mountain Lake, located at 603 – 7<sup>th</sup> Avenue connected to the Good Samaritan Society – Mountain Lake skilled nursing facility. Both facilities are managed by The Evangelical Lutheran Good Samaritan Society. CAF and its affiliates also own and operate the following assisted living facilities located in the cities of the same name: The Lodge of Howard Lake, The Lodge of Taylors Falls and The Lodge of Winthrop.

In July, 2012, the City of Butterfield issued its \$1,910,000 Senior Living Facility Revenue Note (The Lodge of Mountain Lake Project), Series 2012 on behalf of CAF and the City of Mountain Lake issued its \$830,000 G.O. Tax Increment Bonds, Series 2012A in support of the construction of the assisted living facility. CAF is solely obligated to pay debt service on both the Revenue Note and the G.O. Tax Increment Bonds (less related tax increment revenue) from operations of the assisted living facility.

CAF is proposing to refinance the above referenced Revenue Note. At the same time, the other CAF affiliates in Howard Lake, Taylors Falls and Winthrop will also refinance revenue notes related to the construction of those facilities. Due to available bank qualification, the City of Howard Lake will issue the refunding debt for all four facilities (the “Obligated Group”). The City of Howard Lake will enter into a Joint Powers Agreement with each of the represented cities to issue the refunding debt and loan the proceeds to the Obligated Group for the refinancing. Because there is an existing Housing Program for Mountain Lake created at the time of the original debt issuance in 2012, the City will need to call for a public hearing to give host approval to the City of Howard Lake to issue the refunding debt.

Charter Bank will purchase the refunding debt, simplifying the outstanding debt structure for CAF and its affiliates and reducing debt service payments. Community Asset Foundation will continue to own The Lodge of Mountain Lake facility and the Good Samaritan Society will continue serving as the manager. The City of Mountain Lake is not obligated to pay debt service on, pledge taxes for, or secure the refunding debt in any way.

# Resolution 20-17

RESOLUTION GIVING HOST APPROVAL TO THE  
ISSUANCE OF REVENUE REFUNDING NOTES AND  
AUTHORIZING EXECUTION  
OF A SUBORDINATION AGREEMENT AND  
A JOINT POWERS AGREEMENT  
(COMMUNITY ASSET FOUNDATION PROJECTS)

WHEREAS, Community Asset Foundation, a Minnesota nonprofit corporation, and its affiliates (the "Borrowers"), desire to refinance the acquisition, construction, and equipping of 24 assisted living units located at 603 7<sup>th</sup> Avenue in Mountain Lake, Minnesota (the "City") (the "Project"), among other projects; and

WHEREAS, the Borrowers have proposed that the City of Howard Lake, Minnesota ("Howard Lake") issue tax exempt revenue Notes (or a single note) in the approximate aggregate principal amount not to exceed \$8,000,000 (the "Notes") to refinance the Project pursuant to Minnesota Statutes, Chapter 462C, by refunding, among other notes, the City of Butterfield, Minnesota's ("Butterfield") Senior Living Facility Revenue Note (The Lodge of Mountain Lake Project) Series 2012 (the "Prior Note"), previously issued by Butterfield to finance the Project; and

WHEREAS, the Notes will be purchased by Charter Bank (the "Lender"). The proceeds of the Notes will be loaned to the Borrowers pursuant to a Loan Agreement between Howard Lake and the Borrowers (the "Loan Agreement"). Howard Lake's right, title, and interest under the Loan Agreement will be assigned to the Lender (except for certain rights of indemnification and reimbursement) pursuant to a Pledge Agreement (the "Pledge Agreement"). Repayment of the Notes will be secured by certain collateral including the Consolidated, Amended and Restated Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents (the "Mortgage"), between the Borrowers and the Lender, by which the Borrowers grants to the Lender a mortgage lien on and security interest in and to, among other things, the Project, as security for the payment of the Notes and certain other obligations of the Borrowers to the Lender, and assigns to the Lender its interests in all leases and rents with respect to, among other things, the Project; and

WHEREAS, the City has heretofore established a Tax Increment Financing District under the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as amended, and has approved a tax increment financing plan (the "Plan") with respect to the Tax Increment District. The City has also entered into that certain Development and Loan Agreement with Community Asset Foundation, a Minnesota nonprofit corporation (the "Developer"), dated as of July 1, 2012 (the "Development Agreement") and pursuant to Section 4.3 thereof the Developer shall make certain tax increment short fall guaranty payments to the City (the "Shortfall Payments"); and

WHEREAS, the City has heretofore issued its \$760,000 General Obligation Tax Increment Bonds, Series 2012B (the "TIF Bonds" or individually, a "TIF Bond"), pursuant to Minnesota Statutes, Chapters 469 and 475, for the benefit of the Developer; and

WHEREAS, as a condition to purchasing the Notes pursuant to the Loan Agreement, the Lender requires the Developer and the City enter into a Debt Subordination Agreement (the "Subordination Agreement") with respect to the TIF Bonds. The City acknowledges that the extension of financing to the Borrowers by the purchase of the Notes by the Lender is of value to the City, and that the Lender would not extend such financing to the Borrowers without the City's execution of the Subordination Agreement. The City previously entered into a similar debt subordination agreement with respect to the Prior Note; and

WHEREAS, in connection with the issuance of the Notes it is proposed that a Joint Powers Agreement (the "Joint Powers Agreement") be entered into between the City and Howard Lake, as well as other cities, pursuant to Minnesota Statutes, Section 471.59; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, requires that each governmental unit in which facilities to be financed by the Notes are located must approve the issuance of the Notes following a public hearing; and

WHEREAS, a public hearing on this matter was held by the City on July 24, 2017; and

WHEREAS, the Notes are payable solely from revenues of the Borrowers, will not be a general or moral obligation of the City, Howard Lake, or any other political subdivision of the State of Minnesota, but will be payable solely from revenues of the Borrowers, to the extent and in the manner provided in the documents executed in connection with the issuance of the Notes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain Lake, Minnesota, as follows:

1. The City hereby gives the host approval required under the Internal Revenue Code to the issuance of the Notes by Howard Lake.
2. In no event shall the Notes ever be payable from or charged upon any funds of the City; the City is not subject to any liability thereon; no owners of the Notes shall ever have the right to compel the exercise of the taxing power of the City to pay any of the Notes or the interest thereon, nor to enforce payment thereof against any property of the City; the Notes shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City; and the Notes do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.
3. The Subordination Agreement and the Joint Powers Agreement are hereby approved in substantially the form now on file in the office of the City; and the Mayor and Administrator-Clerk of the City are authorized to execute the same in the name of and on behalf of the City. In the event of the disability or the resignation or other absence of the Mayor or Administrator-Clerk of the City, such other officers of the City who may act in their behalf shall without further act or authorization of the City do all things and execute all instruments and documents required to be done or to be executed by such absent or disabled officials. The approval hereby given to the Subordination Agreement and Join Powers Agreement includes approval of such additional details therein as may be necessary and appropriate and such

27

modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City Attorney and by the City officials authorized herein to execute the Subordination Agreement and Joint Powers Agreement prior to their execution; and such City officials are hereby authorized to approve said changes on behalf of the City.

Adopted by the City Council of the City of Mountain Lake, Minnesota, this 7th day of August, 2017.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Administrator-Clerk

## DEBT SUBORDINATION AGREEMENT

THIS DEBT SUBORDINATION AGREEMENT, is made and entered into as of the \_\_\_ day of August, 2017 (this “**Agreement**”), by and among COMMUNITY ASSET FOUNDATION, a Minnesota nonprofit corporation (“**Borrower**”), the CITY OF MOUNTAIN LAKE, a Minnesota municipal corporation and political subdivision (“**Subordinated Creditor**”), and CHARTER BANK, a Wisconsin chartered banking corporation (“**Senior Lender**”).

### WITNESSETH:

WHEREAS, as a condition to extending certain financing pursuant to (i) that certain Loan Agreement dated as of August \_\_\_, 2017, by and between Borrower, The Lodge of Mountain Lake, LLC, a Minnesota limited liability company, The Lodge of Winthrop LLC, a Minnesota limited liability company, The Lodge of Taylors Falls LLC, a Minnesota limited liability company, The Lodge of Howard Lake LLC, a Minnesota limited liability company, The Lodge of New Hope LLC, a Minnesota limited liability company (together with Borrower, collectively, the “**Obligated Group**”), Senior Lender and the City of Howard Lake, Minnesota (the “**Howard Lake Loan Agreement**”), and (ii) that certain Loan Agreement dated as of August \_\_\_, 2017, between the Obligated Group and the City of Butterfield, Minnesota (the “**Butterfield Loan Agreement**”), Senior Lender requires that Borrower and Subordinated Creditor enter into this Agreement; and

WHEREAS, Subordinated Creditor acknowledges that the extension of the Loan to the Obligated Group by Senior Lender is of value to Subordinated Creditor, and that Senior Lender would not extend such financing to the Obligated Group without Subordinated Creditor’s execution of this Debt Subordination Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. As used herein, the following capitalized terms shall have the following meanings:

“**Senior Claim**” shall mean all of the Obligated Group’s indebtedness and liabilities to Senior Lender pursuant to the Senior Obligation, now existing or hereafter arising, direct or indirect, absolute or contingent, joint or several, whether as maker, endorser, surety, guarantor or otherwise, as well as the notes or other instruments evidencing the same, under the Howard Lake Loan Agreement and the Butterfield Loan Agreement.

“**Senior Obligation**” shall mean the Howard Lake Loan Agreement, which provides for the funding of a portion of the Loan and sets forth certain obligations of the Obligated Group with respect to the repayment of that certain \$7,445,000 Tax Exempt Senior Living Facilities Revenue Refunding Note (Community Asset Foundation Obligated Group Projects), Series 2017A, dated as of August \_\_\_, 2017, executed by the City of Howard Lake, Minnesota in favor of the Senior Lender in the amount of \$7,445,000, and that certain \$205,000 Taxable Senior Living Facilities Revenue Refunding Note

(Community Asset Foundation Obligated Group Projects), Series 2017B, dated as of August \_\_, 2017, executed by the City of Howard Lake in favor of Senior Lender in the amount of \$205,000, and the Butterfield Loan Agreement, which sets forth certain obligations of the Obligated Group with respect to the repayment of that certain \$5,945,800 Senior Living Facilities Revenue Note (Community Asset Foundation Obligated Group Projects), Series 2017C, dated as of August \_\_, 2017, executed by the City of Butterfield in favor of Senior Lender in the amount of \$5,945,800.

**“Subordinated Claim”** shall mean all of Borrower’s indebtedness and liabilities to Subordinated Creditor under that certain Development and Loan Agreement dated July 1, 2012, in the original principal amount of \$830,000.

2. Limitations on Payment. Borrower shall not make, nor shall Subordinated Creditor receive, any payments under the Subordinated Claim, until the Senior Claim has been paid in full. At any time from and after the date on which Subordinated Creditor receives written notice from Senior Lender of the occurrence of a default by Borrower under either the Howard Lake Loan Agreement or the Butterfield Loan Agreement, and until such default is cured or waived, Subordinated Creditor will not receive, or take action to collect or enforce, payment from Borrower, and Borrower will not make payment to Subordinated Creditor of the Subordinated Claim or any part thereof. Notwithstanding the foregoing, provided there is no Event of Default under the Howard Lake Loan Agreement or the Butterfield Loan Agreement, Borrower shall be entitled to pay, and Subordinated Creditor shall be entitled to receive and keep, all scheduled interest and principal payments on the Subordinated Claim. Until payment in full of the Senior Claim, Subordinated Creditor will not, without the prior written consent of Senior Lender, receive or take any action to collect or enforce payment of the Subordinated Claim or any part thereof from any trustee in bankruptcy, receiver, or other liquidator of any part of Borrower’s property, or from any other person.

3. Priority of Security Interest. Any now existing or hereafter arising security interest in Borrower’s now owned or hereafter acquired property held from time to time by Senior Lender shall have priority in all respects as to any now existing or hereafter arising security interest in Borrower’s now owned or hereafter acquired property held from time to time by Subordinated Creditor. The priorities specified herein are applicable irrespective of the time or order of attachment or perfection of security interests or the time or order of filing of financing statements or the giving or failure to give notice of the acquisition or expected acquisition of any security interest by Senior Lender or Subordinated Creditor.

4. Senior Lender Priority. In the event of the bankruptcy of, or the appointment of a trustee, receiver or other representative or liquidator for any of the property of, Borrower, or in the event Borrower shall become the subject of any proceeding of any character under any federal or state bankruptcy or insolvency act or law, all moneys and other property allocated or allocable to the Subordinated Claim and which would be payable or deliverable to Subordinated Creditor in the absence of the provisions of this Agreement shall be paid and delivered directly to Senior Lender for application by Senior Lender to the Senior Claim, in such order as Senior Lender shall elect, until full payment of the Senior Claim with the excess, if any, to be paid to the Subordinated Creditor, regardless of whether Subordinated Creditor or Senior Lender or both file a claim on behalf of the Subordinated Claim in any such proceeding. Senior Lender is hereby irrevocably



appointed attorney-in-fact for Subordinated Creditor with full power to act in the place and stead of Subordinated Creditor in all matters relating to or affecting the Subordinated Claim, including the right to make, present, file and vote such proofs of claim against Borrower on account of all or any part of said Subordinated Claim, as Senior Lender may deem advisable and to receive and collect any and all dividends or other payments (“**Dividends**”) made thereon and to apply the same on account of the Senior Claim. The Subordinated Creditor will execute and deliver to the Senior Lender such instruments as may be required by Senior Lender to enforce any and all such Subordinated Claim, to effectuate the aforesaid power of attorney and to effect collection of any and all Dividends which may be made at any time on account thereof. As collateral securing payment of the Senior Claim, Subordinated Creditor hereby transfers and assigns to the Senior Lender the Subordinated Claim and all collateral security and guaranties therefor to which Subordinated Creditor may be entitled. Senior Lender may file one or more financing statements concerning any security interest hereby created without the signature of Subordinated Creditor.

5. Pay Over of Monies. In the event that Subordinated Creditor receives any payment or property on the Subordinated Claim in violation of the terms of this Agreement, such payments shall be held in trust by Subordinated Creditor and Subordinated Creditor will forthwith pay over or deliver the same to Senior Lender to be held by Senior Lender as cash collateral securing the Senior Claim.

6. Undertakings Unaffected. Subordinated Creditor’s undertakings herein shall not be affected or impaired by (a) any neglect or omission on the part of Senior Lender to look to or to preserve any collateral at any time securing payment of the Senior Claim, or (b) any act on the part of Senior Lender in releasing, canceling or surrendering all or part of such collateral, or in extending the time for payment with respect to all or any part of the Senior Claim or such collateral, or in enforcing or realizing upon such collateral. No notice whatsoever need be given to Subordinated Creditor at any time of the Senior Claim or the amount or amounts thereof, whether now existing or hereafter arising, or any increase or decrease therein, or any payments thereof, or with respect to any collateral, or in any other respect, except as provided herein.

7. Limitation on Transfer. Subordinated Creditor will not assign, pledge or otherwise transfer, or permit or suffer to be assigned, pledged or otherwise transferred, or execute any power of attorney with respect to, the Subordinated Claim or any part thereof, unless such assignee, pledgee or transferee agrees in writing to be bound by the terms and conditions of this Agreement.

8. Legend and No Amendment. Each note or other instrument evidencing the Subordinated Claim shall forthwith if now outstanding and otherwise upon issuance be stamped or otherwise noted in writing upon the face thereof by Subordinated Creditor with a notation reading substantially as follows:

“This instrument is subject to a Debt Subordination Agreement dated August \_\_, 2017, among maker and payee thereof and Charter Bank, which is made a part hereof by reference.”

The Subordinated Creditor will promptly deliver to the Senior Lender a copy of the instruments evidencing the Subordinated Claim, as well as copies of all other agreements, instruments and documents hereafter evidencing any Subordinated Claim, in each case showing such legend.

9. Acceleration. In the event of any breach of this Agreement, Senior Lender shall have the right, at its option, and in addition to any other rights Senior Lender may have, to declare the Senior Claim immediately due and payable without notice or demand.

10. No Commitment to Extend Credit. Nothing herein creates, or implies the existence of, any commitment on the part of Senior Lender to extend credit to Borrower.

11. Continuing Nature of Subordination. This Agreement shall be irrevocable and shall continue effective until the Senior Claim shall have been paid in full and all financing arrangements between Borrower and Senior Lender have been terminated. This is a continuing agreement of subordination and Senior Lender may continue, at any time and without notice to Subordinated Creditor, to extend credit or other financial accommodations and loan monies to or for the benefit of Borrower on the faith hereof.

12. Successors and Assigns. This Agreement is binding not only upon Subordinated Creditor and Borrower, but also upon the heirs, representative, successors and assigns of each of them, and is enforceable not only by Senior Lender but also by its successors and any assignee of or participant in the Senior Claim, but shall not inure to the benefit of or be enforceable by any other party or subordinate the Subordinated Claim to any claim other than the Senior Claim.

13. GOVERNING LAW. THIS AGREEMENT SHALL BE INTERPRETED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED, IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MINNESOTA.

14. Section Titles; Gender. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the masculine and feminine forms, and vice versa.

15. Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon receipt when personally delivered or one day after being sent by facsimile transmission or overnight courier, or three days after being duly deposited in the United States mails, certified or registered, with proper postage prepaid, addressed to the party to be notified as follows:

If to Borrower:      Community Asset Foundation  
                                 1403 Valley View Road  
                                 Chaska, MN 55318  
                                 Attn: Dave Pokorney  
                                 Telephone: 952-448-4444

If to Subordinated Creditor: City of Mountain Lake  
930 3<sup>rd</sup> Avenue  
Mountain Lake, MN 56159-1586  
Telephone: (507) 427-2999  
Attention: Wendy Mayer, Administrator

If to Senior Lender: Charter Bank  
455 Pond Promenade  
Chanhassen, MN 55317  
Attention: Paul Maahs  
Telephone: (952) 227-2400

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same document.

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JOINT POWERS AGREEMENT  
(COMMUNITY ASSET FOUNDATION PROJECTS)

THIS AGREEMENT is entered into as of the \_\_\_\_ day of August, 2017, between the City of Butterfield, Minnesota ("Butterfield"), the City of Howard Lake, Minnesota ("Howard Lake"), the City of Mountain Lake, Minnesota ("Mountain Lake"), the City of Taylors Falls, Minnesota ("Taylors Falls"), and the City of Winthrop, Minnesota ("Winthrop") (collectively, the "Cities", or individually, a "City"). Each of the municipalities named above is a municipal corporation duly organized under the laws of the State of Minnesota.

1. Minnesota Statutes, Section 471.59 (the "Joint Powers Act") provides that two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties, and may provide for the exercise of such power by one of the participating governmental units.

2. In connection with revenue bonds issued under Minnesota Statutes, Chapter 462C (the "Act"), Section 462C.14, Subd. 3 provides for joint action between cities pursuant to the Joint Powers Act.

3. Community Asset Foundation, a Minnesota nonprofit corporation, along with its affiliates, including The Lodge of Howard Lake LLC, The Lodge of Taylors Falls LLC, and The Lodge of Winthrop LLC (collectively and jointly and severally, the "Borrowers"), have proposed that the Cities enter into this agreement pursuant to the Act, pursuant to which Howard Lake will issue one or more series of revenue bonds or a single note (the "Bonds") in an amount not to exceed \$8,000,000 and loan the proceeds thereof to the Borrowers to refinance the projects described in Exhibit A.

4. Each City will adopt a resolution (i) evidencing its prior adoption of a housing program applicable to such City, (ii) evidencing its intent to enter into this Agreement, and (iii) granting approval or host approval, as applicable, to the issuance of the Bonds as required under the Internal Revenue Code and the Act. In addition, Howard Lake will adopt a resolution evidencing its intent to undertake the housing programs previously approved by the other Cities.

5. Howard Lake shall exercise the powers of the Act by adopting, approving, and executing such resolutions, documents, and agreements as shall be necessary or convenient to authorize, issue, and sell the Bonds and such other resolutions, documents, and agreements as shall be necessary or required in connection with the issuance of the Bonds and giving effect to or carrying out the provisions of this Agreement and documents under which the Bonds are issued and/or secured.

6. The Bonds shall be special, limited obligations of Howard Lake, payable solely from proceeds, revenues, and other amounts pledged thereto and more fully described in the Loan Agreement related thereto. In no event shall the Bonds ever be payable from or charged upon the general credit, taxing powers, or any funds of any of the Cities. The Cities are not subject to any liability thereon. No owners of the Bonds shall ever have the right to compel the exercise of the taxing power of any of the Cities to pay any of the Bonds or the interest thereon, nor to enforce payment thereof against any property of any of the Cities. The Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of any of the

Cities and the Bonds do not constitute an indebtedness of any of the Cities within the meaning of any constitutional, statutory, or charter limitation.

7. This Agreement shall terminate upon the retirement or defeasance of the last outstanding Bonds or related refunding bonds, and this Agreement may not be terminated in advance of such retirement or defeasance.

8. This Agreement may be executed in counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

**(Remainder of page intentionally blank.)**

EXHIBIT A

Description of Housing Program

The following facilities to be refinanced by the Borrowers:

(a) 24-unit senior housing assisted living facility located at 603 – 7<sup>th</sup> Avenue in Mountain Lake, Minnesota, originally financed by City of Butterfield, Minnesota \$1,910,000 Senior Living Facility Revenue Note (The Lodge of Mountain Lake Project) Series 2012

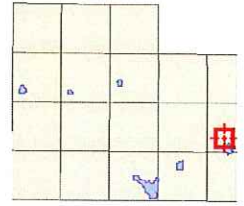
(b) 18-unit senior housing facility with services located at 445 East 1<sup>st</sup> Street in Howard Lake, Minnesota, originally financed by City of Howard Lake \$1,625,000 Tax Exempt Senior Living Facility Revenue Note (The Lodge of Howard Lake Project) Series 2013A and City of Howard Lake \$120,000 Taxable Senior Living Facility Revenue Note (The Lodge of Howard Lake Project) Series 2013B

(c) 16-unit senior housing facility with services connected to the existing Good Samaritan Society facility located at 506 High Street in Winthrop, Minnesota, originally financed by City of Winthrop, Minnesota \$1,470,000 Housing and Healthcare Facility Revenue Note (The Lodge of Winthrop Project) Series 2013

(d) 24-unit senior housing facility with services located at 1051 Mulberry Street, Taylors Falls, Minnesota, originally financed by City of Taylors Falls, Minnesota \$2,212,500 Senior Living Facility Revenue Note, Series 2014 (The Lodge of Taylors Falls LLC Project)



Overview



Legend

-  Corporate Limits
-  Political Township
-  Parcels

Date created: 8/3/2017  
 Last Data Uploaded: 7/29/2017 8:03:10 PM

 Developed by  
 The Schneider Corporation

11.028.0100 city 91.5 acres  
 11.028.0500 Nguyen 12 acres  
 11.028.0700 Penner 4 acres

Range is located west of middle pond on city property, approx 4 acres in size.

37

## Wendy Meyer

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**From:** Kyle Pillatzki <Kyle.Pillatzki@co.cottonwood.mn.us>  
**Sent:** Monday, July 31, 2017 12:00 PM  
**To:** Wendy Meyer (wmeyer@mountainlakemn.com)  
**Subject:** dust control  
**Attachments:** 20170731115554587.pdf

Here is the last bill we received for the dust control that was done. as I said on the phone the county is looking for a cost share on the in town portion from csah 27 to 6<sup>th</sup> ave as the county did not anticipate that portion of road to sit open.

Kyle Pillatzki  
Assistant Engineer/Solid Waste Admin.  
Cottonwood County, MN  
507-831-1389  
[Kyle.Pillatzki@Co.Cottonwood.Mn.Us](mailto:Kyle.Pillatzki@Co.Cottonwood.Mn.Us)



S W Dust Treatment Inc.  
 43709 175TH ST  
 Springfield, MN 56087  
 507-220-8699

# Invoice

Date	Invoice #
7/3/2017	6032

<b>Bill To</b>
Cottonwood County* Hwy Department Attn: Jed Rhubee 1355 9th Ave. Windom, Mn 56101

<b>Ship To</b>
several spots as per Jed

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		7/3/2017			

Quantity	Item Code	Description	Price Each	Amount
4,000	tax exempt option	Dust Treatment 400 x 18 sprayed at 10 spots as per Jed	0.84	3,360.00
1,450	tax exempt option	Dust Treatment sprayed 700 x 36 from CSAH 27 to 6th Ave	0.84	1,218.00
		State Sales Tax	6.875%	0.00

*Ros*  
 5-5  
 29-5  
 8-1

*PAID*

<b>Total</b>			\$4,578.00
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39

**CITY OF MOUNTAIN LAKE, MN**

**ORDINANCE #5-17**

**AN ORDINANCE OF THE CITY OF MOUNTAIN LAKE  
ESTABLISHING SECTION 9.25 TRANSITIONAL BUSINESS.**

The City Council of the City of Mountain Lake ordains that Section 9.25 be adopted to read as follows:

SECTION 9.25 Transitional Business

Subdivision 1. Purpose.

This District provides a location for commercial and retail uses that are largely dependent upon thoroughfare traffic, and wholesaling, manufacturing and relate uses whose operations are entirely enclosed within buildings and whose operation will not cause noise, odors, smoke or vibrations beyond their buildings or grounds and conform to the requirements of Sections 9.56, Performance Standards, and Section 9.50 Subd. 4, Parking and Loading Requirements

Subdivision 2. Permitted Uses.

1. Motels or motor inns.
2. Automobile, truck, tractor, or implement sales offices and sales lots.
3. Automobile service stations, for sale of gasoline, oil, and accessories.
4. Automobile, truck, tractor, and implement repair shops, with no outside storage of vehicles or equipment.
5. Tire, battery, and automobile accessories shops.
6. Automobile laundries or car wash.
7. Bicycle or motorcycle sales and repair shops.
8. Marine or boat sales shops.
9. Sales and service centers of travel and camping trailers, and motor homes
10. Mobile home sales and storage centers.
11. Lumber yards and building supply centers.

12. Lawn and garden supply stores.
13. Farm, feed, and seed stores.
14. Commercial nurseries and greenhouses.
15. Drive-up offices (banks, etc.).
16. Drive-up retail or service shops.
17. Grocery stores or supermarkets.
18. Meat shops and cold storage lockers.
19. Restaurants, cafes, or delicatessens.
20. Taverns and cocktail lounges.
21. Licensed places of amusement including theaters and dance halls.
22. Bowling alleys and billiard or pool halls.
23. Rental and repair shops.
24. Carpenter, plumbing, heating, and air conditioning shops.
25. Electrical, metal-working, water, gas, or steam-fitting shops.
26. Janitorial service shops.
27. Monument sales centers.
28. Mortuaries or funeral homes.
29. Furniture stores.
30. Carpet, rug, and flooring stores.
31. Paint, wallpaper, and other furnishing stores.
32. Appliance sales and service stores.
33. Laundromats and dry cleaning or laundry pickup stores.
34. Billboards.

35. Medical, dental, and optical laboratories.
36. Antique, gift, or florist shops.
37. Retail establishments.
38. Radio or television broadcasting studios.
39. Bus stations.

Subdivision 3. Conditional Uses.

1. Light Manufacturing
2. public utility structures.
3. Warehouses
4. Contractor's offices, shops, storage sheds and yards excluding automobile wrecking, or junkyards
5. Express, hauling,, and cartage offices of stations, transportation or freight.
6. Automobile parking lots and garages.
3. Terminals, including motor freight.
4. Wholesale establishments.
5. Hospitals and medical clinics or offices.
6. Municipal or government buildings, police or fire stations.
7. Places of Worship.
8. Animal pet shops, animal hospitals, veterinarian clinics, and pounds and extermination centers.
9. Recreational or community buildings, which are publicly owned and operated.
10. Railroad rights-of-way.
11. Wind energy conversion systems which comply with the requirements as set Forth in Section 9.41.

Subdivision 4. Accessory Uses.

1. Storage garages
2. On-site parking and loading as regulated in Section 9.50, Subdivision 4.
3. Accessory uses customarily incidental to the uses permitted in Subdivisions 2 and 3 of this Section.

Subdivision 5. Lot Area, Lot Width, and Yard Requirements.

Lot Area: 20,000 square feet.

Lot Width: 100 feet.

Front Yard: 25 feet.

Side Yard: 10 feet.

Rear Yard: 25 feet.

Lot Coverage: 50%

Subdivision 6. Landscaping

Site plans must contain information on the location and appropriate detail of required screening including fencing and plantings, in relationship to the adjacent property; and details of sodding and seeding including location and square footage of area.

Subdivision 7. Off-Street Parking and Unloading.

Off-street parking and unloading requirements as established in Section 9.50.

Subdivision 8. Height Requirements.

Forty-five (45) feet, maximum height, excluding material-handling equipment and its containing structure.

## CAMPGROUND RATES

From: "Monte Rohman" <[monte@trumanmn.us](mailto:monte@trumanmn.us)>

How many camping sites do you have?

What do you charge per site - Daily: \$20. Weekly: NA; Monthly: NA; Season: NA

Do you provided - Electricity: Yes; Water: Yes; Sewer: Yes; Toilets: Yes; Showers: Yes

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From: "Joan Taylor" <[joan.taylor@granitefalls.com](mailto:joan.taylor@granitefalls.com)>

How many camping sites do you have: 12 RV sites and 10 tent sites

What do you charge per site - Daily: \$9 per night for RV and \$7 for tent; Weekly: NA; Monthly: NA; Season: NA

Do you provided - Electricity: Yes; Water: Yes; Sewer: No; Toilets: Yes; Showers: Yes

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These are the rates for the City of Plummer

What do you charge per site - Daily: \$10; Weekly: \$50; Monthly: \$200 Season: No

Do you provided - Electricity: Yes; Water: Yes; Sewer: Yes; Toilets: Yes; Showers: Yes

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From: "Lucie Thompson" <[lucie.thompson@ci.clearbrook.mn.us](mailto:lucie.thompson@ci.clearbrook.mn.us)>

How many camping sites do you have:

What do you charge per site - Daily: \$20.00; Weekly: \$120.00; Monthly: \$350.00; Season: n/a

Do you provided - Electricity: Yes; Water: Yes; Sewer: Yes; Toilets: Yes; Showers: Yes

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From: "Tara Roiger - City of Sanborn" <[sanbcc@newulmtel.net](mailto:sanbcc@newulmtel.net)>

How many camping sites do you have: 24 sites and a primitive area with small play ground

What do you charge per site - Daily: \$25 per night and \$15 for tent; Weekly: \$150; Monthly: \$400; Season: \$1,100

Do you provided - Electricity: Yes; Water: Yes; Sewer: Dump Station; Toilets: Yes Showers: Yes

It also has playgrounds, 2 shelters, located along the Cottonwood River for fishing, sprayed for mosquitos and looking into getting WiFi soon

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From: "City of Big Falls" <[bigfalls@paulbunyan.net](mailto:bigfalls@paulbunyan.net)>

How many camping sites do you have: 19 RV and 6 Tent Sites in the Horse Campground

214

What do you charge per site - Daily: \$25 electric; \$15 Primitive Weekly: \$150; \$90 Monthly:  
Season: NA

Do you provided - Electricity: yes; Water: yes ; some Sewer: only one site;  
Toilets: yes - cleaned several times daily by on-site campground host  
Showers: yes - cleaned several times daily by on-site campground host  
2 picnic shelters, also sprayed for mosquitos  
Also: We are located on the scenic falls of the Big Fork River -last year we were designed as a "Regional  
Park" by the Greater MN Regional Parks and Trails Commission!

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From: "City of Balaton" <[balaton@frontiernet.net](mailto:balaton@frontiernet.net)>

How many camping sites do you have: 4 Drive Thru

What do you charge per site - Daily: \$20; Weekly: NA; Monthly: \$300; Season: NA

Do you provided - Electricity: Yes; Water: Yes; Sewer: Yes; Toilets: No; Showers: No

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From: Tina Rennemo <[tinar@Ci.Baudette.Mn.Us](mailto:tinar@Ci.Baudette.Mn.Us)>

How many camping sites do you have: 20 RV sites 7 are reservable the rest are first come first serve and  
we have unlimited tent sites for \$20/night with electric service; \$100 for a week

What do you charge per site - Daily: \$28; Weekly: \$140; Monthly: \$400; Season: NA

Do you provided - Electricity: YES; Water: YES; Sewer: to 1 site currently; Toilets: YES  
Showers: YES

From: City of Littlefork <[lttlfork@hotmail.com](mailto:lttlfork@hotmail.com)>

How many camping sites do you have: 13

What do you charge per site - Daily: \$20 RV/\$15 tent; Weekly: \$100 RV / \$75 tent; Monthly: \$300 RV  
/ \$200 tent; Season: N/a

Do you provided - Electricity: Yes; Water: Yes;

Sewer: No - there is a dump station in town, planning to install one at park.

Toilets: Yes; Showers: Yes

45